



DU PAGE COUNTY

Judicial and Public Safety Committee

Final Summary

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

Tuesday, January 16, 2024

8:00 AM

County Board Room

1. CALL TO ORDER

8:00 AM meeting was called to order by Chair Lucy Evans at 8:04 AM.

2. ROLL CALL

Staff present:

Nick Kottmeyer (Chief Administrative Officer), Joan Olson (Chief Communications Officer), Conor McCarthy (Assistant State's Attorney), Suzanne Armstrong (Court Administrator), Robert McEllin (Director-Probation and Court Services), Sharon Donald (Finance Manager-Probation and Court Services), Jeff Martynowicz (Chief Financial Officer), Jeff York (Public Defender), William Eidson (Acting Director-DOT/County Engineer), Jason Blumenthal (Policy and Program Manager), Evan Shields (Public Information Officer), Nick Etminan (Buyer-Procurement) and Brian Rovik (Buyer-Procurement).

Other Board members present:

Member Cahill and Member Garcia

Remote attendee:

Dan Bilodeau (Deputy Chief-Sheriff's Office)

PRESENT	Chaplin, Childress, DeSart, Eckhoff, Evans, Krajewski, Ozog, Schwarze, Tornatore, and Zay
REMOTE	Gustin, and Yoo

MOTION TO ALLOW REMOTE PARTICIPATION

Member Chaplin moved, seconded by Member Childress, to allow Member Gustin and Member Yoo to participate remotely.

The motion was approved on a voice vote, all "ayes".

RESULT:	APPROVED
MOVER:	Liz Chaplin
SECONDER:	Michael Childress

3. PUBLIC COMMENT

No public comment was offered.

4. CHAIR REMARKS - CHAIR EVANS

Chair Evans welcomed everyone to the first meeting of 2024.

5. APPROVAL OF MINUTES**5.A. [24-0310](#)**

Judicial and Public Safety Committee - Regular Meeting - Tuesday, December 5, 2023.

The motion was approved on a voice vote, all "ayes".

RESULT:	APPROVED
MOVER:	Brian Krajewski
SECONDER:	Mary Ozog

6. PROCUREMENT REQUISITIONS**6.A. [24-0311](#)**

Recommendation for the approval of a contract to Dr. Michaela Mozley, to provide expertise, experience, and knowledge to complete court-ordered psycho-sexual evaluations for court-involved individuals, for the period January 17, 2024 through January 16, 2025, for a contract total amount not to exceed \$23,400. Other Professional Services not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-353(1)(b). (Probation and Court Services)

The motion was approved on a voice vote, all "ayes".

RESULT:	APPROVED
MOVER:	Liz Chaplin
SECONDER:	Michael Childress

6.B. [JPS-P-0005-24](#)

Recommendation for the approval of a contract purchase order to Northeast DuPage Youth and Family Services, to provide services to youths who are at risk of domestic violence and trauma, for the period of February 1, 2024 through January 31, 2025, for a contract total amount not to exceed \$36,000. Other Professional Service, not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-353(1)(b). (Probation and Court Services)

The motion was approved on a voice vote, all "ayes".

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Brian Krajewski
SECONDER:	Michael Childress

6.C. [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)

Member Yoo inquired when the last time a back-up system for the virtual servers was purchased, as well as how many servers there are. Deputy Chief Dan Bilodeau with the Sheriff's Office responded that this is the first time they are purchasing a back-up system and that there are a substantial number of servers.

The motion was approved on a voice vote, all "ayes".

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Michael Childress
SECONDER:	Brian Krajewski

6.D. [JPS-P-0007-24](#)

Recommendation for the approval of a contract purchase order to Sentinel Offender Services, LLC, to provide GPS device or electronic monitoring services to juveniles and indigent adult offenders and their victims, for the period February 1, 2024, through January 31, 2026, for a total contract amount not to exceed \$612,000; contract pursuant to the Master Agreement #: 22PSX0021– National Association of State Procurement Officers (NASPO) ValuePoint. (Probation and Court Services)

Members Garcia, Zay and DeSart brought forth questions regarding why victims would have an electronic monitoring device on them, whether there has been an uptick in electronic monitoring usage since the SAFE-T Act went into effect and what DV stands for. Robert McEllin, Director of Probation and Court Services, responded that victims are offered an option to carry a mobile device on them which will alert the police if a perpetrator is within a certain distance from them. Further, Director McEllin indicated that his office has seen an increase in electronic monitoring usage, but nothing drastic and that DV stands for domestic violence.

The motion was approved on a voice vote, all "ayes".

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Brian Krajewski
SECONDER:	Michael Childress

7. **BUDGET TRANSFERS**

7.A. [24-0312](#)

Transfer of funds from account no. 1400-5930-51040 (employee medical and hospital insurance) to account nos. 1400-5930-50000 (regular salaries), 1400-5930-51010 (employer share I.M.R.F.) and 1400-5930-51030 (employer share social security) in the amount of \$117 to cover salaries and fringe benefits shortages for the Drug Court budget for FY23. (Probation and Court Services)

Member Krajewski questioned why budget transfers in such a minimal amount need to be voted on in Committee. Chief Financial Officer Martynowicz responded that per guidance from the Attorney General's Office, any transfer, no matter what the amount,

that involves personnel or capital accounts must be brought to the Committee. However, if a transfer involves commodities or contractual accounts, then it would not go to the Committee and rather be processed administratively. Member Krajewski went on to suggest alternate ways to handle this type of budget transfer to which CFO Martynowicz responded.

The motion was approved on a voice vote, all "ayes".

RESULT:	APPROVED
MOVER:	Liz Chaplin
SECONDER:	Mary Ozog

7.B. [24-0313](#)

Transfer of funds from account no. 1400-5940-51050 (flexible benefit earnings) to account nos. 1400-5940-50000 (regular salaries), 1400-5940-51010 (employer share I.M.R.F.) and 1400-5940-51030 (employer share social security) in the amount of \$39 to cover salaries and fringe benefits for FY23. (Probation and Court Services)

The motion was approved on a voice vote, all "ayes".

RESULT:	APPROVED
MOVER:	Greg Schwarze
SECONDER:	Michael Childress

7.C. [24-0314](#)

Transfer of funds from account no. 1400-6130-51030 (employer share social security) to account nos. 1400-6130-50000 (regular salaries) and 1400-6130-51040 (employee medical and hospital insurance) in the amount of \$2,661 to cover salaries and fringe benefits for FY23. (Probation and Court Services)

The motion was approved on a voice vote, all "ayes".

RESULT:	APPROVED
MOVER:	Liz Chaplin
SECONDER:	Michael Childress

7.D. [24-0316](#)

Transfer of funds from account no. 5000-6570-51010 (employer share I.M.R.F.) to account no. 5000-6570-51050 (flexible benefit earnings) in the amount of \$50 to cover the FY23 Flexible Benefit budget shortage. (State's Attorney's Office)

The motion was approved on a voice vote, all "ayes".

RESULT:	APPROVED
MOVER:	Michael Childress
SECONDER:	Liz Chaplin

8. ACTION ITEMS**8.A. [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)

The motion was approved on a voice vote, all "ayes".

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Michael Childress
SECONDER:	Liz Chaplin

9. INFORMATIONAL**9.A. [24-0322](#)**

Informational - Pursuant to FI-O-0056-22 and DT-R-0306B-22, (3) vehicle replacement purchase orders for FY24 for the Sheriff's Office have been issued to Willowbrook Ford, Inc., unit price for each vehicle is \$59,180.26, for a total amount of \$177,540.78. (Sheriff's Office)

Chair Evans stated that, per the request of the Division of Transportation (DOT), this item is being pulled from the agenda and will not be voted on. Member Krajewski questioned why this was being pulled. William Eidson, Acting DOT Director/County Engineer, explained that they cancelled this specific order because they were able to find vehicles elsewhere that were available immediately.

RESULT:	WITHDRAWN
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10. OLD BUSINESS

No old business was offered.

11. NEW BUSINESS

No new business was offered.

12. ADJOURNMENT

With no further business, Member Schwarze moved, seconded by Member Chaplin, to adjourn the meeting at 8:17 AM. The next meeting is scheduled for Tuesday, February 6, 2024 at 8:00 AM.



Minutes

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

File #: 24-0310

Agenda Date: 1/16/2024

Agenda #: 5.A.



DU PAGE COUNTY

Judicial and Public Safety Committee

Final Summary

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

Tuesday, December 5, 2023

8:00 AM

County Board Room

1. CALL TO ORDER

8:00 AM meeting was called to order by Chair Lucy Evans at 8:00 AM.

2. ROLL CALL

Staff present:

Nick Kottmeyer (Chief Administrative Officer), Joan Olson (Chief Communications Officer), Edmond Moore (Undersheriff), Jeff Martynowicz (Chief Financial Officer), Valerie Calvente (Buyer, Procurement), Jason Blumenthal (Policy and Program Manager), Evan Shields (Public Information Officer) and Craig Dieckman (Director, Office of Homeland Security and Emergency Management)

Remote attendee:

Dan Bilodeau (Deputy Chief, Sheriff's Office)

Other Board members present:

Paula Garcia

PRESENT	DeSart, Eckhoff, Evans, Gustin, Ozog, Schwarze, Zay, and Yoo
ABSENT	Chaplin, Krajewski, and Tornatore
LATE	Childress

3. PUBLIC COMMENT

No public comment was offered.

4. CHAIR REMARKS - CHAIR EVANS

Chair Evans welcomed all to the final Judicial and Public Safety Committee meeting of 2023. She informed everyone that the January 2, 2024 meeting is cancelled. Further, she extended her thanks to the Committee members and stakeholders for all of their hard work in getting many things accomplished throughout the year. Chair Evans then recognized Committee Secretary Sally Karner and Committee Staff Liaison Jason Blumenthal for their individual efforts in preparation for every meeting. She also thanked Assistant State's Attorney Conor McCarthy for his legal expertise. Chair Evans went on to thank former Chief Judge Kenneth Popejoy for his leadership and dedication to the Eighteenth Judicial Circuit Court over the past three years. She also noted that, in addition to leading the day-to-day operations of his office, he oversaw a \$19.8 million building project during his tenure. Chair Evans then welcomed DuPage County's new Chief Judge, Bonnie Wheaton, who was sworn into office on December 4, 2023 and stated she is looking forward to working with her. In addition, Chair Evans offered her sincere appreciation to DuPage County's Office of Homeland Security and Emergency Management, Community Services, Animal Services and the Health Department for their efforts in coordinating with the

officials in West Chicago in response to the recent apartment fire in that community. Thanks to the leaders of these agencies, the individuals who were displaced as a result of the fire are being kept safe, warm and fed. Chair Evans closed by acknowledging the many wonderful employees of DuPage County that offer assistance to all residents.

5. APPROVAL OF MINUTES

5.A. [24-0048](#)

Judicial and Public Safety Committee - Regular Meeting - Tuesday, November 21, 2023.

The motion was approved on a voice vote, all "ayes".

RESULT:	APPROVED
MOVER:	Patty Gustin
SECONDER:	Yeena Yoo

6. RESOLUTIONS

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

Approving an extension to a previously entered Intergovernmental Agreement with the Village of Addison for Police Department Dispatch Services - 6 month extension - \$741,349.67. (Sheriff's Office)

The motion was approved on a voice vote, all "ayes".

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Greg Schwarze
SECONDER:	Patty Gustin

6.B. [FI-R-0002-24](#)

Authorization to transfer \$1,800,000 in budget to General Fund Special Accounts for fiscal year 2023. (Sheriff's Office)

Questions were brought forward by Members Ozog, DeSart, Gustin and Zay asking for more details on this transfer, how many cameras are being purchased and where they will be placed and clarification on whether this will be charged to FY23 or FY24.

Chief Administrative Officer Kottmeyer, Undersheriff Moore, Chief Financial Officer Martynowicz and Policy and Program Manager Blumenthal responded to each of their inquiries.

The motion was approved on a voice vote, all "ayes".

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Patty Gustin
SECONDER:	Greg Schwarze

6.C. [FI-R-0003-24](#)

Authorization to transfer \$22,500 in budget to General Fund Special Accounts for fiscal

year 2023. (Sheriff's Office)

The motion was approved on a voice vote, all "ayes".

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Patty Gustin
SECONDER:	Jim Zay

7. PROCUREMENT REQUISITIONS

7.A. [JPS-P-0001-24](#)

Recommendation for the approval of a contract purchase order to Heartland Business Systems, for the purchase of a new surveillance camera system, for the Sheriff's Office, for the period of December 13, 2023 through December 12, 2026, for a contract not to exceed \$1,690,852.75. TIPS Contract # 220105. (Sheriff's Office)

Member Yoo inquired when the cameras will be installed. Undersheriff Moore and Chief Administrative Officer Kottmeyer responded that it is anticipated that the new cameras will be installed and operational by the end of 2024. Member Zay commented that the number of cameras to be purchased and a breakdown of them can be found within the packet.

The motion was approved on a voice vote, all "ayes".

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Patty Gustin

7.B. [JPS-P-0002-24](#)

Recommendation for the approval of a contract purchase order issued to Secured State d/b/a Creative Technologies, for the purchase of an Analog Camera Interface System with a RTSP/Verkada interface, for the Sheriff's Office, for a contract total not to exceed \$75,000. Sole Source. (Sheriff's Office)

Member Yoo asked for an explanation as to the reason for the purchase of this analog interface system. Undersheriff Moore and Deputy Chief Bilodeau responded that in order for the new digital camera system to function, it is necessary to purchase this interface system which will convert the current analog system to the new digital system.

The motion was approved on a voice vote, all "ayes".

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Patty Gustin
SECONDER:	Yeena Yoo

7.C. [JPS-P-0003-24](#)

Recommendation for the approval of a contract purchase order to Ray O'Herron Company, for the purchase of uniforms for all sworn employees and new hires, for the period of December 30, 2023 through December 29, 2024, for a contract total not to

exceed \$358,000. Lowest responsible bid 23-123-SHF. (Sheriff's Office)

The motion was approved on a voice vote, all "ayes".

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Greg Schwarze
SECONDER:	Patty Gustin

7.D. [24-0060](#)

Recommendation for the approval of a contract purchase order issued to Intercomp, for the purchase of portable scales, for the Sheriff's Office, for a contract total not to exceed \$22,470.02; per GSA pricing GS-07F-078BA. (Sheriff's Office)

Member Gustin asked if the funds received from ticket fines and fees would be used to offset some of these expenses. Policy and Program Manager Blumenthal responded that these scales will be used in the Patrol Division for traffic enforcement and the dollars received from fines and fess can go back into the general fund.

The motion was approved on a voice vote, all "ayes".

RESULT:	APPROVED
MOVER:	Michael Childress
SECONDER:	Yeena Yoo

8. **BUDGET TRANSFERS**

8.A. [24-0049](#)

Transfer of funds from account no. 5000-6590-54107 (Software) to account no. 5000-6590-54100 (IT Equipment) in the amount of \$3,047 needed to pay for Axon Interview equipment. (State's Attorney's Office)

The motion was approved on a voice vote, all "ayes".

RESULT:	APPROVED
MOVER:	Patty Gustin
SECONDER:	Greg Schwarze

8.B. [24-0050](#)

Transfer of funds from account no. 1400-6130-50080 (Salary & Wage Adjustments) to account nos. 1400-6130-50010 (Overtime) and 5000-6130-51040 (Employee Medical & Hospital Insurance) in the amount of \$8,836 needed to cover employee medical expenses for FY2023. (Probation and Court Services)

The motion was approved on a voice vote, all "ayes".

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Yeena Yoo

9. OLD BUSINESS

No old business was offered.

10. NEW BUSINESS

No new business was offered.

11. ADJOURNMENT

With no further business, Member Yoo moved, seconded by Member Ozog to adjourn the meeting at 8:17 AM. The next meeting is scheduled for Tuesday, January 16, 2024 at 8:00 AM.



Judicial/Public Safety Requisition under \$30,000

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

File #: 24-0311

Agenda Date: 1/16/2024

Agenda #: 6.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 #: 24-0311	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: 1 YR + 1 X 1 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$23,400.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 01/16/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS:
	CURRENT TERM TOTAL COST: \$23,400.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Dr. Michaela Mozley	VENDOR #:	DEPT: Probation and Court Services	DEPT CONTACT NAME: Sharon Donald
VENDOR CONTACT: Dr. Michaela Mozley	VENDOR CONTACT PHONE: 412-992-0634	DEPT CONTACT PHONE #: 630-407-8413	DEPT CONTACT EMAIL: sharon.donald@dupageco.org
VENDOR CONTACT EMAIL: michaela.m.mozley@gmail.com	VENDOR WEBSITE:	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Forensic Psychologist to provide expertise, experience, and knowledge to complete court-ordered psycho-sexual evaluations for court-involved individuals. The hourly rate is \$45.00 per hour.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The number of forensic evaluation cases has increased over the last three years. These cases take a longer time for the evaluations to be completed. Within the last three years, we have seen a consistent increase in the number of referrals for psychological evaluations. Particularly, in the last year there was a 24% increase in the number of referrals we received from the Court and Probation. Psycho-sexual evaluations require a great deal of clinical resources and are the most time-involved evaluations we conduct in the department; each psycho-sexual evaluation takes, on average, a minimum of 20 hours to complete.			

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
OTHER PROFESSIONAL SERVICES (DETAIL SELECTION PROCESS ON DECISION MEMO)	

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. Dr. Michaela Mozley is licensed as a clinical psychologist and is a Licensed Sex Offender Evaluator in the State of Illinois. Dr. Mozley also has specialized experience with completing forensic assessments, including but not limited to psychosexual evaluations, and providing the Court with written reports and expert opinions. She was selected through an interview process with the department and was the most qualified candidate for the job.
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) The service is required by the court. 2) Staff recommends issuance of this contract for Dr. Michaela Mozley as a part-time Forensic Psychologist.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Dr. Michaela Mozley	Vendor#:	Dept: Probation and Court Services	Division: Finance
Attn: Dr. Michaela Mozley	Email: michaela.m.mozley@gmail.com	Attn: Sharon Donald	Email: sharon.donald@dupageco.org
Address: 801 S. Financial Place, Apt #709	City: Chicago	Address: 503 N County Farm Road	City: Wheaton
State: Illinois	Zip: 60605	State: Wheaton	Zip: 60187
Phone: 412-992-0634	Fax:	Phone: 630-407-8413	Fax: 630-407-2502
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Dr. Michaela Mozley	Vendor#:	Dept: Probation and Court Services	Division: Finance
Attn: Dr. Michaela Mozley	Email: michaela.m.mozley@gmail.com	Attn: Sharon Donald	Email: sharon.donald@dupageco.org
Address: 801 S. Financial Place, Apt #709	City: Chicago	Address: 503 N County Farm Road	City: Wheaton
State: Illinois	Zip: 60605	State: Illinois	Zip: 60187
Phone: 412-992-0634	Fax:	Phone: 630-407-8413	Fax: 630-407-2502
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jan 17, 2024	Contract End Date (PO25): Jan 16, 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	1	EA		To provide sexual offending risk assessments and various other related evaluation to the probationers.	FY24	1400		6120	53090	20,250.00	20,250.00
2	1	EA		To provide sexual offending risk assessments and various other related evaluation to the probationers.	FY25	1400		6120	53090	3,150.00	3,150.00
FY is required, assure the correct FY is selected.										Requisition Total	\$ 23,400.00

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

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

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("AGREEMENT") is made this 17th day of January, 2024, between the 18th Judicial Circuit's Department of Probation and Court Services, 503 N. County Farm Road, Wheaton, Illinois, 60187 ("Department") and Dr. Michaela Mozley, an Independent Contractor, ("Contractor"), address at 801 S. Financial Place, Apartment #709, Chicago, IL 60605.

RECITALS

WHEREAS, the Department has need for assessment and evaluation of offenders in the court system, specifically for sexual offending risk assessments and various other related evaluation services of offenders that are appearing before the court, to be completed upon mutual agreement between the parties; and

WHEREAS, in order to fully provide such services, the Department must contract with certain evaluators who are licensed to provide such services to the court; and

WHEREAS, the Contractor has demonstrated expertise in providing such services, has represented that she has the requisite knowledge, skill, experience and other resources necessary to perform such services and is desirous of providing such services for the Department.

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

1. Incorporation and Construction

- 1.1 All recitals set forth above are incorporated herein and made a part thereof, the same constituting the factual basis for this AGREEMENT.
- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of the AGREEMENT or to affect the construction hereof.
- 1.3 The exhibits referenced in this AGREEMENT shall be deemed incorporated herein and a part hereof.

2. Term:

- 2.1 The term of this AGREEMENT shall begin on the date referenced above and shall continue in full force and effect until the earlier of the following occurs:
 - (a) The early termination of this AGREEMENT in accordance with the terms of Section 6, or
 - (b) The expiration of this AGREEMENT on January 16, 2025 or to a new date agreed upon by the parties.

3. **Scope of Services:** Services are required as set forth in Exhibit A, Scope of Services, attached hereto and made part hereof, including the deliverables set forth thereon in accordance with the terms and conditions of this AGREEMENT,. The Department may, from time to time, request changes in the Scope of Services. Any such changes, including any increase or decrease in Contractor's fees, shall be documented by an amendment to this AGREEMENT in accordance with State and County laws. Contractor agrees to provide the services to the Department at the sites set forth in Exhibit B, attached hereto and made part hereof.
4. **Compensation and Payment:** The Department shall pay the Contractor for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The Department shall not be obligated to pay for any services not in compliance with this AGREEMENT. Compensation for Services during the term shall be based on an hourly rate of \$45.00 and shall not exceed twenty-three thousand four hundred dollars, (\$23,400.00). In the event of early termination of this AGREEMENT, the Department shall only be obligated to pay the fees incurred up to the date of termination. In no event shall the Department be liable for any costs incurred or Services performed after the effective date of termination as provided herein. Contractor shall submit invoices referencing this AGREEMENT with such supporting documentation as may be requested by the Department on a not more often than monthly basis, and no later than sixty (60) days following completion of the work being invoiced. The Contractor shall provide the Department with a valid taxpayer identification number prior to making any request for compensation. The Department will process payment in its normal course of business. Payment will not be made on invoices submitted later than six months (180 days) after the expiration date of this AGREEMENT and any statute of limitations to the contrary is hereby waived.
5. **Non-appropriation:** Expenditures not appropriated in the current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event sufficient funds are not appropriated in a subsequent fiscal year by the Department for performance under this AGREEMENT, the Department shall notify Contractor and this AGREEMENT shall terminate on the last day of the fiscal period for which funds were appropriated. In no event shall the Department be liable to the Contractor for any amount in excess of the cost of the services rendered up to and including the last day of the fiscal period.
6. **Termination:**
 - 6.1 Either party shall have the right to terminate this AGREEMENT for cause or without cause thirty (30) days after having served written notice upon the other party, except in the event of Contractor's failure to maintain suitable insurance at the requisite coverage amounts, insolvency, bankruptcy or receivership, or if the Contractor is barred from contracting with any unit of government, or is subsequently convicted or charged with a violation of any statute or ordinances, in which case termination shall be effective immediately upon receipt of notice from the Department, at the Department's election.
 - 6.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, except surviving insurance and indemnification obligations, but they shall not be

relieved of the duty to perform their obligations up to the date of termination, or to pay for services rendered prior to termination. There shall be no termination expenses.

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

7. **Entire Agreement:**

- 7.1 This AGREEMENT, including matters incorporated herein, contains the entire agreement between the parties.
- 7.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.
- 7.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.
- 7.4 In event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

8. **Standards of Performance:** Contractor agrees to devote such time, attention, skill, and knowledge as is necessary to perform Services effectively and efficiently. Contractor acknowledges and accepts a relationship of trust and confidence with the Department and agrees to cooperate with the Department in performing Services to further the best interests of the Department.

9. **Breach of Contract:** In the event of any breach of contract, the non-breaching party shall give notice to the breaching party stating with particularity the nature of the alleged breach. The breaching party shall be allowed a reasonable opportunity to cure the breach. A Party's failure to timely cure any material breach of this AGREEMENT shall relieve the other Party of the requirement to give thirty (30) day notice for termination of this AGREEMENT in accordance with Paragraph 6, above. Whenever a Party hereto has failed to timely cure a breach of this AGREEMENT, the other Party may terminate this AGREEMENT by giving ten (10) days written notice thereof to the breaching party. Notwithstanding the above term, the Contractor's failure to maintain insurance in accordance with Section 16 below, or in the event of any of the contingencies described in Paragraph 16.1, shall be grounds for the Department's immediate termination of this AGREEMENT.

10. **Assignment:** This AGREEMENT shall be binding on the parties and their respective successors and assigns, provided however, that neither party may assign this AGREEMENT or any obligations imposed hereunder without the prior written consent of the other party.

11. **Confidentiality and Ownership of Documents:**

11.1 Confidential Information. In the performance of Services, Contractor may have access to certain information that is not generally known to others ("Confidential Information"). Contractor agrees not to use or disclose to any third party, except in the performance of Services, any Confidential Information or any records, reports or documents prepared or generated as a result of this AGREEMENT without the prior written consent of the Department. Contractor shall not issue publicity news releases or grant press interviews, except as may be required by law, during or after the performance of the Services, nor shall Contractor disseminate any information regarding Services without the prior written consent of the Department. Contractor agrees to cause its personnel, staff and/or subcontractors, if any, to undertake the same obligations of confidentiality agreed to by Contractor under this AGREEMENT. The terms of this Paragraph 11.1 shall survive the expiration or termination of this AGREEMENT.

11.2 Ownership. All records, reports, documents, and other materials prepared by Contractor in performing Services, as well as all records, reports, documents, and other materials containing Confidential Information prepared or generated as a result of this AGREEMENT, shall at all times be and remain the property of the Department. All of the foregoing items shall be delivered to the Department upon demand at any time and in any event, shall be promptly delivered to the Department upon expiration or termination of the AGREEMENT. In the event any of the above items are lost or damaged while in Contractor's possession, such items shall be restored or replaced at Contractor's expense.

12. **Representations and Warranties of Contractor:** Contractor represents and warrants that the following shall be true and correct as of the effective date of this AGREEMENT and shall continue to be true and correct during the Term of this AGREEMENT.

12.1 Compliance with Laws. Contractor is and shall remain in compliance with all local, state and federal laws, County of DuPage ordinances, and regulations relating to this AGREEMENT and the performance of Services. Further, Contractor is and shall remain in compliance with all County and Department policies and rules, including, but not limited to, criminal background checks.

12.2 Good Standing. Contractor is not in default and has not been deemed by the Department to be in default under any other AGREEMENT with the Department during the five (5) year period immediately preceding the effective date of this AGREEMENT.

12.3 Authorization. In the event Contractor is an entity other than a sole proprietorship, Contractor represents that it has taken all action necessary for the approval and execution of this AGREEMENT, and execution by the person signing on behalf of Contractor is duly authorized by Contractor and has been made with complete and full authority to commit Contractor to all terms and conditions of this AGREEMENT which shall constitute valid, binding obligations of Contractor.

12.4 Gratuities. No payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act, was made by or to Contractor in relation to this AGREEMENT or as an inducement for award of this AGREEMENT.

13. **Independent Contractor:** It is understood and agreed that the relationship of Contractor to the Department is and shall continue to be that of an independent contractor and neither Contractor nor any of Contractor's employees shall be entitled to receive Department employee benefits. As an independent contractor, Contractor agrees to be responsible for the payment of all taxes and withholdings specified by law, which may be due in regard to compensation paid by the Department. Contractor agrees that neither Contractor nor its employees, staff or subcontractors shall represent themselves as employees or agents of the Department. Contractor hereby represents that Contractor's valid taxpayer identification number as defined by the United States Internal Revenue Code (social security number or federal employer identification number) was or will be provided to the Department upon request.
14. **Indemnification:**
- 14.1 The Contractor shall indemnify, hold harmless and defend the Department and the County of DuPage, their officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or directly connected with, the Contractor's negligent or willful misconduct, errors or omissions in its, or their, performance under this AGREEMENT.
- 14.2 Nothing contained herein shall be construed as prohibiting the Department and the County of DuPage, their officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. The Department's and/or County of DuPage's participation in its defense shall not remove Contractor's duty to indemnify, defend, and hold the Department harmless, as set forth above.
- 14.3 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. Contractor's indemnification of Department and the County of DuPage shall survive the termination, or expiration, of this AGREEMENT.
- 14.4 The Department and the County of DuPage does not waive, by these indemnity requirements, any defenses or protections under the Local Government and Governmental Employees Tort Liability Act (745 ILCS 10/1, et seq.) or otherwise available to it, or the Contractor, under the law.
15. **Favored Nation:** Contractor shall furnish Services to the Department at the lowest price that the Contractor charges to other similarly situated parties. If Contractor overcharges, in addition to all other remedies, the Department is entitled to a refund in the amount of the overcharge, plus interest at the rate of 1% per month from the date the overcharge was paid by the Department until the date refund is made. The Department has the right to offset any overcharge against any amounts due to Contractor under this or any other AGREEMENT between Contractor and the Department, and at the Department's sole option the right to declare Contractor in default under this AGREEMENT.

16. **Contractor's Insurance:**

- 16.1 The Contractor shall maintain, at its sole expense, insurance coverage including: Professional Liability Insurance (Errors and Omissions) with minimum limits of at least one million dollars (\$1,000,000) per incident and two million dollars (\$2,000,000) aggregate during the term of this AGREEMENT. In addition, coverage shall be provided in the minimum amount of one million (\$1,000,000) and shall be maintained for a period of four (4) years after the date of the final payment for this AGREEMENT.
- 16.2 It shall be the duty of the Contractor to provide to the Department and the County of DuPage, copies of the Contractor's Certificates of Insurance, as well as all applicable coverage and cancellation endorsements before issuance of a Notice of Proceed. It is further duty of the Contractor to immediately notify the Department and County of DuPage if any insurance required under this AGREEMENT has been cancelled, materially changed, or renewal has been refused, and the Contractor shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verifications by the Department or the County of DuPage of the Contractor curing any breach of its required insurance coverage, the Department or the County of DuPage shall notify the Contractor that the Contractor can resume work under this AGREEMENT. The Contractor shall accept and bear all costs that may result from the cancellation of this AGREEMENT due to Contractor's failure to provide and maintain the required insurance.
- 16.3 The Contractor shall require all approved sub-contractor, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT to maintain the same insurance required of the Contractor. The Department and the County of DuPage retain the right to obtain evidence of subcontractors' insurance coverage at any time.

17. **Authority to Contract:** Contractor represents and warrants to the best of her knowledge that she is permitted to enter into this AGREEMENT and perform the obligations contemplated hereto, including all of the Exhibits, and that this AGREEMENT and the terms and obligations hereof are not inconsistent with any other obligations Contractor may have. Contractor further warrants and represents that she has no conflicting public or private interest with the services to be provided under this AGREEMENT and shall not acquire directly or indirectly any such interest which would conflict in any manner with his/her performance under this AGREEMENT.

18. **Modification or Amendment:** The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties.

19. **Severability:**

- 19.1 In the event, any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not effect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect and enforceability, in accordance with its terms.

19.2 In the event of the contingency described in Paragraph 19.1 above, the parties shall make a good faith effort to amend this AGREEMENT pursuant to Paragraph 18 above, in order to remedy and, or, replace any provision declared unenforceable or invalid.

20. **Notices:** All notices required under this AGREEMENT shall be in writing and sent to the addresses and persons set forth below, or to such other addresses as may be designated by a party in writing. All notices shall be deemed received when (i) delivered personally; (ii) sent by confirmed telex or facsimile (followed by the actual document); or (iii) one (1) day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt.

IF TO THE DEPARTMENT:

Robert McEllin, Director
Department of Probation and Court Services
503 North County Farm Road
Wheaton, IL 60187

Copy to: DuPage County Procurement Services Division
421 North County Farm Road
Wheaton, IL 60187-3978

Copy to: Du Page County Finance Department
421 North County Farm Road
Wheaton, IL 60187
Attn: Jeffrey Martynowicz, CFO

IF TO CONTRACTOR:

Dr. Michaela Mozley
801 S. Financial Place Apartment #709
Chicago, IL 60605

21. **Governing Law:**

21.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.

21.2 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

22. **Waiver:** The parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this AGREEMENT with respect to a difference breach.

23. County Approval: If applicable, this AGREEMENT is subject to approval of the appropriate committee(s) and County Board of the County of DuPage.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their duly authorized representatives as of the date first above written.

DEPARTMENT

By: Signature on file _____

Robert McEllin, Director

CONTRACTOR

By: Signature on file _____

Dr. Michaela Mozley

Exhibit A

SCOPE OF SERVICES

Contractor agrees to work with Dr. Kristin Schoenbach, the Department's Forensic Psychologist and/or designated DEPARTMENT personnel at sites referenced in Exhibit A to deliver services on behalf of the Department consistent with the demands of her profession. Services include the following:

1. DESCRIPTION OF INDIVIDUAL'S WORK:

Services include the following:

- Complete court-ordered sexual offending risk assessments of adult defendants, minor respondents, parents and/or adult caretakers.
- Administer comprehensive psychological testing of referrals from the Court.
- Independently provide the Court with written reports and clinical summaries including relevant opinions and recommendations.
- Provide direct in-court expert testimony as required.
- Maintain confidential records of referred individuals.
- Maintain adequate psychological tests and related materials.
- It is anticipated that the services enumerated above will average 10 hours per week but shall not exceed 10 hours per week.

2. MILESTONE/DELIVERABLE INFORMATION:

- Prepare and submit monthly reports outlining activities.

Exhibit B

CONTRACT SITES SUBJECT TO THIS AGREEMENT

Contractor agrees to provide services on-site at the following contract sites. Contractor will render services in accordance with the Scope of Services in Exhibit A for the effective dates set forth below:

<u>Contract Sites</u>	<u>Effective Dates of Service</u>
18th Judicial Courthouse and Annex 505 North County Farm Road Wheaton, Illinois 60187	1/17/2024 to 1/16/2025
Department of Probation and Court Services 503 N. County Farm Road Wheaton, Illinois 60187	

Other Sites as necessary to complete an examination.

Exhibit C

RATE SCHEDULE

Contractor understands and agrees that she will provide services for designated number of hours as determined and approved by the Department. In consideration for the provision of Contractor services, the Department shall compensate Contractor as set forth below.

Rate

\$45.00/hour for approximately 10 hours per week not to exceed \$23,400.00.



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: Dec 26, 2023

Bid/Contract/PO #:

Company Name: DR. Michaela Mozley	Company Contact: Dr. Michaela Mozley
Contact Phone: 412-992-0634	Contact Email: michaela.m.mozley@gmail.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 DR. Michaela Mozley

Title _____

Date Dec 26, 2023

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



File #: JPS-P-0005-24

Agenda Date: 1/16/2024

Agenda #: 16.A.

AWARDING RESOLUTION ISSUED TO
NORTHEAST DUPAGE FAMILY AND YOUTH SERVICES
TO PROVIDE COUNSELING TO YOUTHS AND THEIR FAMILIES
FOR PROBATION AND COURT SERVICES
(CONTRACT TOTAL AMOUNT \$36,000)

WHEREAS, an agreement has been prepared 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 Northeast DuPage Family and Youth Services, to provide counseling to individual youths and their families when domestic battery is charged, for the period of February 1, 2024 through January 31, 2025, for Probation and Court Services.

NOW, THEREFORE BE IT RESOLVED, that said contract is to provide counseling to individual youths and their families when domestic battery is charged, for the period of February 1, 2024 through January 31, 2025 for Probation and Court Services per, not to subject to competitive bidding per 55ILCS 5/5-1022(a) be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Northeast DuPage Family and Youth Services, 3 Friendship Plaza, Addison, IL 60101, for a contract total amount of \$36,000.

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-0005-24	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: 1 YR + 1 X 1 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$36,000.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 01/16/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$36,000.00
	CURRENT TERM TOTAL COST: \$36,000.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Northeast DuPage Family and Youth Services	VENDOR #: 13227	DEPT: Probation & Court Services	DEPT CONTACT NAME: Sharon Donald
VENDOR CONTACT: Shannon Hartnett	VENDOR CONTACT PHONE: 630-742-8913	DEPT CONTACT PHONE #: 630-407-8413	DEPT CONTACT EMAIL: sharon.donald@dupageco.org
VENDOR CONTACT EMAIL: shartnett@nedfys.org	VENDOR WEBSITE: https://www.nedfys.org/	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.). To provide services to youth who are at risk of involvement with the juvenile justice system. This program is designed to address symptoms of anxiety, impulsiveness, information processing and negative self-perception. It is also designed to help youth stop using violent behaviors to resolve conflict and teach parents different strategies to support their children.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished To provide individual and group services for juveniles and their families. This agency is one of the three agencies that form the DuPage Youth Service Coalition and are the sole Comprehensive Community-Based Youth Services (CCBYS) providers for DuPage County.

SECTION 2: DECISION MEMO REQUIREMENTS

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

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

OTHER PROFESSIONAL SERVICES (DETAIL SELECTION PROCESS ON DECISION MEMO)

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. Northeast DuPage Family and Youth Services, Outreach Community Ministries, and 360 Youth Services from DuPage service Coalition are the sole Comprehensive Community-Based Youth Services (CCBYS) providers for DuPage County, each location based, with designated service areas.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1) Approve the contract with Northeast DuPage Youth and Family Services who is one of the three CCBYS agencies who is qualified based on their existing service capacity and completion of the curriculum training. (Other 2 agencies are Outreach Community Ministries and 360 Youth Services, see above.) 2) Do not provide counseling services to juveniles and their families will pay higher cost for detention and placement.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Northeast DuPage Family and Youth Services	Vendor#: 13227	Dept: Probation & Court Services	Division: Finance
Attn: Shannon Hartnett	Email: shartnett@nedfys.org	Attn: Sharon Donald	Email: sharon.donald@dupageco.org
Address: 3 Friendship Plaza	City: Addison	Address: 503 N County Farm Road	City: Wheaton
State: Illinois	Zip: 60101	State: Illinois	Zip: 60188
Phone: 630-742-8913	Fax:	Phone: 630-407-8413	Fax: 630-407-2501
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Northeast DuPage Family and Youth Services	Vendor#: 13227	Dept: Probation & Court Services	Division: Finance
Attn: Shannon Hartnett	Email: shartnett@nedfys.org	Attn: Sharon Donald	Email: sharon.donald@dupageco.org
Address: 3 Friendship Plaza	City: Addison	Address: 503 N County Farm Road	City: Wheaton
State: Illinois	Zip: 60101	State: Illinois	Zip: 60188
Phone: 630-742-8913	Fax:	Phone: 630-407-8413	Fax: 630-407-2501
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, 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	1	EA		Contractual treatment for counseling juveniles and their families that deal with exposure to trauma/chronic stress and symptomatology of trauma/chronic stress	FY24	1400	6120	53070		33,000.00	33,000.00
2	1	EA		Contractual treatment for counseling juveniles and their families that deal with exposure to trauma/chronic stress and symptomatology of trauma/chronic stress	FY25	1400	6120	53070		3,000.00	3,000.00
FY is required, assure the correct FY is selected.										Requisition Total	\$ 36,000.00

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

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

PEACE SERVICE AGREEMENT

This SERVICE AGREEMENT (hereinafter 'AGREEMENT') is effective as of the 1st day of February 2024, and is entered into by and between the Department of Probation and Court Services, 18th Judicial Circuit Court, 503 North County Farm Road, Wheaton, Illinois (hereinafter "DEPARTMENT") and Northeast DuPage Family and Youth Services, 3 Friendship Plaza, Addison, Illinois (hereinafter "PROVIDER")

RECITALS

WHEREAS, the Department has the authority to refer juveniles to treatment as part of a probation adjustment (705 ILCS 405/5-305), monitor non-residential programs for juveniles pursuant to pre-trial conditions (705 ILCS 405/5-505), and direct juvenile probationers to participate in treatment services pursuant to court order (705 ILCS 405/5-715); and

WHEREAS, the DEPARTMENT has requested counseling services for juveniles who have been exposed to trauma and where that exposure is having an impact on their behavior; and

WHEREAS, the PROVIDER is in the business of providing such services to juveniles and is willing to provide such services to the DEPARTMENT'S referred juveniles.

NOW, THEREFORE, the parties do hereby mutually covenant, promise and agree as follows:

1. **Incorporation of Recitals:** The matters recited above are hereby incorporated into and made a part of this AGREEMENT.
2. **Term:** This AGREEMENT is for a term commencing February 1, 2024 and continuing through January 31, 2025 ("TERM"), unless terminated sooner as provided herein.
3. **Scope of Services:** The PROVIDER agrees to provide the services required and set forth on Exhibit "A" including the deliverables set forth thereon ("SERVICES"), in accordance with the terms and conditions of this Agreement. The DEPARTMENT may, from time to time, request changes in the scope of SERVICES. Any such changes, including any increase or decrease in PROVIDER'S fees, shall be documented by an amendment to this AGREEMENT in accordance with State and County laws.
4. **Compensation and Payment:** Compensation for SERVICES during the initial term shall be based on a rate of \$60.00 per youth participant per session and shall not exceed \$600 per group session with no reimbursement for expenses. Total compensation shall not exceed eighteen thousand dollars, (\$18,000). Compensation shall be based on actual SERVICES performed during the TERM of this AGREEMENT and the DEPARTMENT shall not be obligated to pay for any SERVICES not in compliance with this AGREEMENT. In the event of early termination of this AGREEMENT, the DEPARTMENT shall only be obligated to pay the fees incurred up to the date of termination. In no event shall the DEPARTMENT be liable for any costs incurred or SERVICES performed after the effective date of termination as provided herein. PROVIDER shall submit invoices referencing this AGREEMENT with such supporting documentation as may be requested by the DEPARTMENT. The DEPARTMENT will process payment in its normal course of business.
5. **Non-appropriation:** Expenditures not appropriated in the current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event sufficient funds are not appropriated in a subsequent fiscal year by the County and/or DEPARTMENT for performance under this AGREEMENT, the DEPARTMENT shall notify PROVIDER and this Agreement shall terminate on the last day of the fiscal period for which funds were appropriated. In no event shall the DEPARTMENT be liable to the Individual for any amount in excess of the cost of the services rendered up to and including the last day of the fiscal period.
6. **Termination of Contract / Notice:** Except as otherwise set forth in this AGREEMENT, either party shall

have the right to terminate this AGREEMENT for any cause upon serving thirty (30) days' prior written notice upon the other party. Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Insurance and indemnity obligations shall survive termination.

7. **Standards of Performance:** PROVIDER agrees to devote such time, attention, skill, and knowledge as is necessary to perform SERVICES effectively and efficiently. PROVIDER acknowledges and accepts a relationship of trust and confidence with the DEPARTMENT and agrees to cooperate with the DEPARTMENT in performing SERVICES to further the best interests of the DEPARTMENT.
8. **Assignment:** Either party may assign this AGREEMENT provided, however, the other party shall first approve such assignment in writing.
9. **Confidentiality and Ownership of Documents.**
 - 9.1 **Confidential Information.** In the performance of SERVICES, PROVIDER may have access to certain information that is not generally known to others ("CONFIDENTIAL INFORMATION"). PROVIDER agrees not to use or disclose to any third party, except in the performance of SERVICES, any CONFIDENTIAL INFORMATION or any records, reports or documents prepared or generated as a result of this AGREEMENT without the prior written consent of the DEPARTMENT. PROVIDER shall not issue publicity news releases or grant press interviews, except as may be required by law, during or after the performance of the SERVICES, nor shall PROVIDER disseminate any information regarding SERVICES without the prior written consent of the DEPARTMENT. PROVIDER agrees to cause its personnel, staff and/or subcontractors, if any, to undertake the same obligations of confidentiality agreed to by PROVIDER under this AGREEMENT. The terms of this Paragraph 9.1 shall survive the expiration or termination of this AGREEMENT.
 - 9.2 **Ownership.** All records, reports, documents, and other materials containing CONFIDENTIAL INFORMATION prepared or generated as a result of this AGREEMENT, shall at all times be and remain the property of the DEPARTMENT. All of the foregoing items shall be delivered to the DEPARTMENT upon demand at any time and in any event, shall be promptly delivered to the DEPARTMENT upon expiration or termination of the AGREEMENT. In the event any of the above items are lost or damaged while in PROVIDER'S possession, such items shall be restored or replaced at PROVIDER'S expense.
10. **Representations and Warranties of Individual:** PROVIDER represents and warrants that the following shall be true and correct as of the effective date of this AGREEMENT and shall continue to be true and correct during the TERM of this AGREEMENT.
 - 10.1 **Licensed Professionals.** Services required to be performed by professionals shall be performed by professionals licensed to practice by the State of Illinois in the applicable professional discipline. Proof of such licensure and/or accreditation shall be provided at the execution of this Agreement and before the start of any work assignment of PROVIDER or any new or part-time employees of PROVIDER. Upon request PROVIDER shall furnish the DEPARTMENT with a resume of the qualifications and experience of each person providing services, together with a current copy of their license. PROVIDER shall notify the DEPARTMENT immediately should the status of any agency licensures or temporary staff licenses or certifications change or should any misdemeanor or felony criminal charges be filed against any PROVIDER or any PROVIDER employee, except for minor traffic violations.
 - 10.2 **Compliance with Laws.** PROVIDER is and shall remain in compliance with all local, state and federal laws, County of DuPage ordinances, and regulations relating to this AGREEMENT and the performance of SERVICES. Further, PROVIDER is and shall remain in compliance with all DEPARTMENT policies and rules, including, but not limited to, criminal background checks for all personnel performing SERVICES.

- 10.3 Good Standing. PROVIDER is not in default and has not been deemed by the DEPARTMENT to be in default under any other Agreement with the County during the five (5) year period immediately preceding the effective date of this AGREEMENT.
- 10.4 Authorization. In the event PROVIDER is an entity other than a sole proprietorship, PROVIDER represents that it has taken all action necessary for the approval and execution of this AGREEMENT, and execution by the person signing on behalf of PROVIDER is duly authorized by PROVIDER and has been made with complete and full authority to commit PROVIDER to all terms and conditions of this AGREEMENT which shall constitute valid, binding obligations of PROVIDER.
- 10.5 Gratuities. No payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act, was made by or to PROVIDER in relation to this AGREEMENT or as an inducement for award of this AGREEMENT.
11. Independent Contractor: It is understood and agreed that the relationship of PROVIDER to the DEPARTMENT is and shall continue to be that of an independent contractor and neither PROVIDER nor any of PROVIDER'S employees shall be entitled to receive DEPARTMENT employee benefits. As an independent contractor, PROVIDER agrees to be solely responsible for the payment of all taxes and withholdings specified by law, which may be due in regard to compensation paid by the DEPARTMENT. Individual agrees that neither PROVIDER nor its employees, staff or subcontractors shall represent themselves as employees or agents of the DEPARTMENT. PROVIDER hereby represents that PROVIDER'S valid taxpayer identification number as defined by the United States Internal Revenue Code (social security number or federal employer identification number) was or will be provided to the DEPARTMENT upon request.
12. Indemnification: PROVIDER agrees to indemnify and hold harmless the DEPARTMENT, its members, trustees, employees, agents, officers and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages and expenses of every kind, nature and character, including costs and attorney fees, arising out of, or relating to, any and all claims, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action of every kind, nature and character, in connection with or arising out of the acts or omissions of PROVIDER or its employees or its subcontractors under this AGREEMENT. This includes, but is not limited to, the unauthorized use of any trade secrets, U.S. patent or copyright infringement. The indemnities set forth herein shall survive the expiration or termination of this AGREEMENT. Notwithstanding the foregoing, the PROVIDER and DEPARTMENT shall not be deemed to have waived any rights, protections or immunities under 745 ILCS 10/1-101, et. seq. (Local Government and Governmental Employees Tort Immunity Act.
13. Favored Nation: PROVIDER shall furnish SERVICES to the DEPARTMENT at the lowest price that the PROVIDER charges to other similarly situated parties. If PROVIDER overcharges, in addition to all other remedies, the DEPARTMENT is entitled to a refund in the amount of the overcharge, plus interest at the rate of 1% per month from the date the overcharge was paid by the DEPARTMENT until the date refund is made. The DEPARTMENT has the right to offset any overcharge against any amounts due to PROVIDER under this or any other AGREEMENT between PROVIDER and the DEPARTMENT, and at the DEPARTMENT'S sole option the right to declare PROVIDER in default under this AGREEMENT.
14. Insurance.
- 14.1 The PROVIDER shall maintain, at its sole expense, insurance coverage including:
- 14.1.a Worker's Compensation Insurance in the statutory amounts.
- 14.1.b Employer's Liability Insurance in an amount not less than five hundred thousand (\$500,000.00) dollars each accident/injury and five hundred thousand

(\$500,000.00) each employee/disease.

14.1.c Commercial (Comprehensive) General Liability Insurance, (including contractual liability) with a limit of not less than three million dollars (\$3,000,000) total; including limits of not less than one million (\$1,000,000) dollars per occurrence, and two million (\$2,000,000) dollars excess liability in the annual aggregate injury/property damage combined single limit.

14.2 It shall be the duty of the PROVIDER to provide to the Department, copies of the PROVIDER's Certificates of Insurance before issuance of a Notice to Proceed.

14.3 The insurance required to be purchased and maintained by PROVIDER shall be provided by an insurance company acceptable to the Department, and except for the insurance required in subparagraph 8.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to Department.

14.4 PROVIDER's insurance required by Paragraphs 14.1.c, above, shall name the County of DuPage, the Eighteenth Judicial Circuit Court of DuPage County, and the Department, its officers, employees and agents as additional insured parties.

15. **Entire Agreement and Amendment:**

15.1 This Agreement, including matters incorporated herein, contains the entire agreement between the parties.

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

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

15.4 No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto.

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

16. **Governing Law:** This AGREEMENT shall be subject to and governed by the laws of the State of Illinois. The exclusive venue for the resolution of any disputes or the enforcement of any rights pursuant to this AGREEMENT shall be in the 18th Judicial Circuit Court of DuPage County, Illinois.

17. **Waiver of/Failure to Enforce Breach:** The parties agree that the waiver of, or failure to enforce, any breach of this Agreement by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this Agreement. Further the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this Agreement with respect to a different breach.

18. **Severability:** If one or more of the provisions contained in this AGREEMENT for any reason is held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the same shall not affect any other provision of this AGREEMENT, but this AGREEMENT shall be construed as if the

invalid, illegal, or unenforceable provision had never been contained herein.

19. **County Approval:** If applicable, This AGREEMENT is subject to approval of the appropriate committee(s) and County Board of the County of DuPage.
20. **Notices:** All notices, approvals or other communications that either party desires or is required to give to the other party under the terms of this Agreement shall be in writing and shall be considered to be properly given (i) if delivered by messenger, (ii) if mailed in the United States via certified or registered mail, postage prepaid, return receipt requested, (iii) if telefaxed, telegraphed or telecopied or (iv) if delivered by reputable express carrier, prepaid, the next business day after delivery to such carrier, addressed to such party as follows:

IF TO THE DEPARTMENT:

Department of Probation and Court Services
503 N. County Farm Road
Wheaton, IL 60187
Attn: Robert McEllin

Copy to: Du Page County Finance Department
421 North County Farm Road
Wheaton, IL 60187
Attn: Jeffrey Martynowicz

Copy to: DuPage County Procurement Services Division
421 North County Farm Road
Wheaton, IL 60187-3978

Copy to: Mark Winistorfer, Assistant State's Attorney
DuPage County State's Attorney's Office
505 North County Farm Road
Wheaton, IL 60187-2521

IF TO PROVIDER:

Northeast DuPage Family and Youth Services
3 Friendship Plaza
Addison, IL 60101
Attn: Shannon Hartnett, Executive Director

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their duly authorized representatives as of the date first above written.

**DEPARTMENT OF PROBATION
AND COURT SERVICES**

Signature on file

By: _____
ROBERT MCELLIN
DIRECTOR

**NORTHEAST DUPAGE FAMILY AND YOUTH
SERVICES**

Signature on file

By: _____
SHANNON HARTNETT
EXECUTIVE DIRECTOR

Exhibit A

SCOPE OF SERVICES

County's Purchase Order #		County Resolution #	
Contract Name	<u>PEACE GROUP</u> <u>SERVICE</u> <u>AGREEMENT</u>	Contract Date	<u>February 1, 2024</u>
County's Project Manager	<u>RAY STUBNER</u>	Contractor's Project Manager	<u>SHANNON</u> <u>HARTNETT</u>

This Scope of Services is for PROVIDER providing to the DEPARTMENT certain SERVICES pursuant to the above-referenced AGREEMENT. The undersigned agree that this Grant-Funded Consulting project ("Project") shall be conducted pursuant to the terms and conditions of the above-referenced County Report and Contract and by the following terms and conditions:

1. **DESCRIPTION OF PROVIDER'S WORK:**

A. SERVICES shall include assessment of client needs, individual counseling in keeping with individual client's needs, and group counseling in keeping with individual client needs.

- Both individual and group counseling shall include counseling of both juvenile and parent(s)/guardian(s).
- Both individual and group counseling shall include delivery of Psychotherapy Education for Adolescents Conflict and Emotional Regulation (PEACE) curriculum.
- Both individual and group counseling may include other clinically appropriate techniques (e.g. cognitive behavioral therapy) provided such treatment is delivered in a manner consistent with the DEPARTMENT'S "Philosophy of Treatment" (see attached Exhibit B).

B. Assessment of client needs:

- All clients shall be assessed by PROVIDER to determine appropriateness for the PEACE curriculum. All clients shall be assessed by PROVIDER for individual treatment needs through a clinical interview.

C. Group counseling:

- Unless deemed clinically inappropriate, all referrals for SERVICES shall receive group counseling.
- Group counseling shall be delivered once per week, unless cancelation occurs in advance with notification of counseling participants and the DEPARTMENT.
- All participants in Group counseling shall be referrals from the DEPARTMENT unless otherwise approved in writing by the DEPARTMENT.
- All Group counseling shall be delivered by a licensed professional counselor, licensed professional social worker, or clinical intern completing requirements of an accredited graduate program under the supervision of a licensed professional counselor or social worker.

D. Individual counseling:

- Individual counseling shall only be provided in response to an assessed clinical need and following written approval from DEPARTMENT.
- Individual counseling shall include material adapted from "PEACE" curriculum.
- Individual counseling shall directly address juvenile's exposure to trauma/chronic stress and symptomology of trauma/chronic stress.
- Individual counseling may also address factors indirectly related to juvenile's exposure to trauma/chronic stress and symptomology of trauma/chronic stress.

2. **DELIVERABLES:**

A. On a weekly basis:

- PROVIDER shall provide the DEPARTMENT with documentation summarizing any completed assessments.
- PROVIDER shall provide the DEPARTMENT with attendance records for group and individual counseling.
- PROVIDER shall provide the DEPARTMENT a summary of participant behavior in group and individual counseling, including but not limited to inappropriate behavior or factors which may indicate an increased risk of re-offending.

B. On a monthly basis:

- PROVIDER shall provide an invoice for all SERVICES provided during the month. Invoices shall be itemized by juvenile to whom SERVICES delivered and PROVIDER's staff delivering services.

Exhibit B

PHILOSOPHY OF TREATMENT AND INTERVENTION 18th Judicial Circuit Court Department of Probation and Court Services

In the past ten years, research has identified key factors that are associated with criminal behavior, the process which leads to the commission of criminal acts, and the main steps or stages of behavior change. A general model has emerged that identifies the **principles of effective intervention**.

These principles are **RISK, NEED, RESPONSIVITY** and **PROGRAM INTEGRITY**. Risk involves matching the duration, levels, and intensity of treatment and services to the criminal risk level of the individual. High-risk clients require more intensive and extensive services while low-risk clients require minimal or no intervention. The need principle focuses on the appropriate targets for intervention. Six factors are directly correlated to an individual's propensity to commit crime. They are: 1) history of antisocial behavior; 2) antisocial personality; 3) antisocial values and attitudes; 4) criminal/deviant peer association; 5) substance abuse and 6) dysfunctional family relations. Responsivity refers to the delivery of effective treatment programs in a style and mode that is consistent with the ability and learning style of the individuals. Factors to consider in the area of responsivity are motivation, culture/ethnic issues, gender, verbal skills, communication barriers and cognitive and emotional development. Program integrity refers to organizations that develop policies and procedures to enhance integrity and professional conduct, provide ongoing training and supervision of staff and adherence to program designs.

Appropriate corrections interventions have been found to reduce recidivism about 30%. Interventions that have produced these long-term outcomes are behaviorally based, focus on changing criminogenic attitudes and beliefs, increase system competence (e.g., families, peers, schools, employment) and aim to increase the ratio of pro-social to antisocial behavior.

It is the goal of the Department of Probation and Court Services to develop access to a broad continuum of community-based services that adequately address offender risk, need and responsivity for the purpose of significantly reducing criminal re-offending, utilizing the most cost-effective services.

The Department of Probation and Court Services has developed the following objectives to guide the establishment of service delivery plans for those individuals under their supervision.

1. Intervention intensity and duration are based on the client's risk for re-offending, based on current research and methodology for identifying key risk factors.
2. Criminogenic beliefs, attitudes and behaviors are the highest dynamic risk factors for re-offending and need to be the primary focus of any intervention.
3. System interventions that are community-based and involve entire systems (families, spouse, peers, employment) are more likely to be effective.
4. Treatment for emotional/behavioral issues that are not linked to criminal conduct, nor are criminogenic in nature will not result in recidivism reduction.
5. Preferred treatment interventions are those which are designed to change antisocial attitudes, to increase personal skills (self-control, self-management and problem solving), to increase collateral/familial support (collateral's knowledge of client's risk factors and willingness to support client in making behavioral changes), to build on the offender's strengths and focus

on assessing the offender's total situation and treating it rather than using a strict individual or medical model approach.

6. Traditional insight-oriented, psychodynamic or non-directive therapeutic interventions are not supported for high-risk criminal offenders or for changing criminal behavior and attitudes.
7. All interventions require a behavioral treatment plan with measurable, concrete objectives and timelines that have been reviewed and accepted by probation and meet departmental guidelines for interventions.
8. Effective interventions will provide opportunities for offenders to participate in skill training with directed practice.
9. Short- and long-term behavioral outcome data, along with satisfaction measures, will be collected by the Probation Department and by the service provider.
10. Services will be monitored to assess the offender's progress in line with the service delivery plan.
11. Service plans will address public safety issues as well as behavior change.
12. Service plans will outline steps to actively engage pro-social supports for offenders in their communities in order to positively reinforce desired behaviors.

STEP-UP SERVICE AGREEMENT

This SERVICE AGREEMENT (hereinafter 'AGREEMENT') is effective as of the 1st day of February 2024, and is entered into by and between the Department of Probation and Court Services, 18th Judicial Circuit Court, 503 North County Farm Road, Wheaton, Illinois (hereinafter "DEPARTMENT") and Northeast DuPage Family and Youth Services, 3 Friendship Plaza, Addison, Illinois (hereinafter "PROVIDER")

RECITALS

WHEREAS, the Department has the authority to refer juveniles to treatment as part of a probation adjustment (705 ILCS 405/5-305), monitor non-residential programs for juveniles pursuant to pre-trial conditions (705 ILCS 405/5-505), and direct juvenile probationers to participate in treatment services pursuant to court order (705 ILCS 405/5-715); and

WHEREAS, the DEPARTMENT has requested counseling services for juveniles charged with domestic battery; and

WHEREAS, the PROVIDER is in the business of providing such services to juveniles and is willing to provide such services to the DEPARTMENT'S referred juveniles.

NOW, THEREFORE, the parties do hereby mutually covenant, promise and agree as follows:

1. **Incorporation of Recitals:** The matters recited above are hereby incorporated into and made a part of this AGREEMENT.
2. **Term:** This AGREEMENT is for a term commencing February 1, 2024, and continuing through January 31, 2025 ("TERM"), unless terminated sooner as provided herein.
3. **Scope of Services:** The PROVIDER agrees to provide the services required and set forth on Exhibit "A" including the deliverables set forth thereon ("SERVICES"), in accordance with the terms and conditions of this Agreement. The DEPARTMENT may, from time to time, request changes in the scope of SERVICES. Any such changes, including any increase or decrease in PROVIDER'S fees, shall be documented by an amendment to this AGREEMENT in accordance with State and County laws.
4. **Compensation and Payment:** Compensation for SERVICES during the initial term shall be based on an hourly rate of \$65.00 per youth participant per session and shall not exceed six hundred fifty dollars (\$650) with no reimbursement for expenses. Total compensation shall not exceed eighteen thousand dollars, (\$18,000). Compensation shall be based on actual SERVICES performed during the TERM of this AGREEMENT and the DEPARTMENT shall not be obligated to pay for any SERVICES not in compliance with this AGREEMENT. In the event of early termination of this AGREEMENT, the DEPARTMENT shall only be obligated to pay the fees incurred up to the date of termination. In no event shall the DEPARTMENT be liable for any costs incurred or SERVICES performed after the effective date of termination as provided herein. PROVIDER shall submit invoices referencing this AGREEMENT with such supporting documentation as may be requested by the DEPARTMENT. The DEPARTMENT will process payment in its normal course of business.
5. **Non-appropriation:** Expenditures not appropriated in the current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event sufficient funds are not appropriated in a subsequent fiscal year by the County and/or DEPARTMENT for performance under this AGREEMENT, the DEPARTMENT shall notify

PROVIDER and this Agreement shall terminate on the last day of the fiscal period for which funds were appropriated. In no event shall the DEPARTMENT be liable to the Individual for any amount in excess of the cost of the services rendered up to and including the last day of the fiscal period.

6. **Termination of Contract / Notice:** Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause upon serving thirty (30) days' prior written notice upon the other party. Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Insurance and indemnity obligations shall survive termination.
7. **Standards of Performance:** PROVIDER agrees to devote such time, attention, skill, and knowledge as is necessary to perform SERVICES effectively and efficiently. PROVIDER acknowledges and accepts a relationship of trust and confidence with the DEPARTMENT and agrees to cooperate with the DEPARTMENT in performing SERVICES to further the best interests of the DEPARTMENT.
8. **Assignment:** Either party may assign this AGREEMENT provided, however, the other party shall first approve such assignment in writing.
9. **Confidentiality and Ownership of Documents.**
 - 9.1 **Confidential Information.** In the performance of SERVICES, PROVIDER may have access to certain information that is not generally known to others ("CONFIDENTIAL INFORMATION"). PROVIDER agrees not to use or disclose to any third party, except in the performance of SERVICES, any CONFIDENTIAL INFORMATION or any records, reports or documents prepared or generated as a result of this AGREEMENT without the prior written consent of the DEPARTMENT. PROVIDER shall not issue publicity news releases or grant press interviews, except as may be required by law, during or after the performance of the SERVICES, nor shall PROVIDER disseminate any information regarding SERVICES without the prior written consent of the DEPARTMENT. PROVIDER agrees to cause its personnel, staff and/or subcontractors, if any, to undertake the same obligations of confidentiality agreed to by PROVIDER under this AGREEMENT. The terms of this Paragraph 9.1 shall survive the expiration or termination of this AGREEMENT.
 - 9.2 **Ownership.** All records, reports, documents, and other materials containing CONFIDENTIAL INFORMATION prepared or generated as a result of this AGREEMENT, shall at all times be and remain the property of the DEPARTMENT. All of the foregoing items shall be delivered to the DEPARTMENT upon demand at any time and in any event, shall be promptly delivered to the DEPARTMENT upon expiration or termination of the AGREEMENT. In the event any of the above items are lost or damaged while in PROVIDER'S possession, such items shall be restored or replaced at PROVIDER'S expense.
10. **Representations and Warranties of Individual:** PROVIDER represents and warrants that the following shall be true and correct as of the effective date of this AGREEMENT and shall continue to be true and correct during the TERM of this AGREEMENT.
 - 10.1 **Licensed Professionals.** Services required to be performed by professionals shall be performed by professionals licensed to practice by the State of Illinois in the applicable professional discipline. Proof of such licensure and/or accreditation shall be provided at the execution of this Agreement and before the start of any work assignment of PROVIDER or any new or part-time employees of PROVIDER. Upon request PROVIDER shall furnish the DEPARTMENT with a resume of the qualifications and experience of each person providing services, together with a current copy of their license. PROVIDER shall notify the DEPARTMENT immediately should the status of any agency licensures or temporary staff licenses or certifications change, or should any misdemeanor or felony criminal charges be filed against any PROVIDER or any

PROVIDER employee, except for minor traffic violations.

- 10.2 Compliance with Laws. PROVIDER is and shall remain in compliance with all local, state and federal laws, County of DuPage ordinances, and regulations relating to this AGREEMENT and the performance of SERVICES. Further, PROVIDER is and shall remain in compliance with all DEPARTMENT policies and rules, including, but not limited to, criminal background checks for all personnel performing SERVICES.
- 10.3 Good Standing. PROVIDER is not in default and has not been deemed by the DEPARTMENT to be in default under any other Agreement with the County during the five (5) year period immediately preceding the effective date of this AGREEMENT.
- 10.4 Authorization. In the event PROVIDER is an entity other than a sole proprietorship, PROVIDER represents that it has taken all action necessary for the approval and execution of this AGREEMENT, and execution by the person signing on behalf of PROVIDER is duly authorized by PROVIDER and has been made with complete and full authority to commit PROVIDER to all terms and conditions of this AGREEMENT which shall constitute valid, binding obligations of PROVIDER.
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12. Indemnification: PROVIDER agrees to indemnify and hold harmless the DEPARTMENT, its members, trustees, employees, agents, officers and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages and expenses of every kind, nature and character, including costs and attorney fees, arising out of, or relating to, any and all claims, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action of every kind, nature and character, in connection with or arising out of the acts or omissions of PROVIDER or its employees or its subcontractors under this AGREEMENT. This includes, but is not limited to, the unauthorized use of any trade secrets, U.S. patent or copyright infringement. The indemnities set forth herein shall survive the expiration or termination of this AGREEMENT. Notwithstanding the foregoing, the PROVIDER and DEPARTMENT shall not be deemed to have waived any rights, protections or immunities under 745 ILCS 10/1-101, et. seq. (Local Government and Governmental Employees Tort Immunity Act).
13. Favored Nation: PROVIDER shall furnish SERVICES to the DEPARTMENT at the lowest price that the PROVIDER charges to other similarly situated parties. If PROVIDER overcharges, in addition to all other remedies, the DEPARTMENT is entitled to a refund in the amount of the overcharge, plus interest at the rate of 1% per month from the date the overcharge was paid by the DEPARTMENT until the date refund is made. The DEPARTMENT has the right to offset any overcharge against any amounts due to PROVIDER under this or any other AGREEMENT between PROVIDER and the

DEPARTMENT, and at the DEPARTMENT'S sole option the right to declare PROVIDER in default under this AGREEMENT.

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- 14.1 The PROVIDER shall maintain, at its sole expense, insurance coverage including:
 - 14.1.a Worker's Compensation Insurance in the statutory amounts.
 - 14.1.b Employer's Liability Insurance in an amount not less than five hundred thousand (\$500,000.00) dollars each accident/injury and five hundred thousand (\$500,000.00) each employee/disease.
 - 14.1.c Commercial (Comprehensive) General Liability Insurance, (including contractual liability) with a limit of not less than three million dollars (\$3,000,000) total; including limits of not less than one million (\$1,000,000) dollars per occurrence, and two million (\$2,000,000) dollars excess liability in the annual aggregate injury/property damage combined single limit.
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15. **Entire Agreement and Amendment:**

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IF TO THE DEPARTMENT:

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503 N. County Farm Road
Wheaton, IL 60187
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421 North County Farm Road
Wheaton, IL 60187
Attn: Jeffrey Martynowicz

Copy to: DuPage County Procurement Services Division
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Copy to: Mark Winistorfer, Assistant State's Attorney
DuPage County State's Attorney's Office
505 North County Farm Road
Wheaton, IL 60187-2521

IF TO PROVIDER:

Northeast DuPage Family and Youth Services
3 Friendship Plaza
Addison, IL 60101
Attn: Shannon Hartnett, Executive Director

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their duly authorized representatives as of the date first above written.

**DEPARTMENT OF PROBATION
AND COURT SERVICES**

Signature on file

By: _____
ROBERT MCELLIN
DIRECTOR

**NORTHEAST DUPAGE FAMILY AND YOUTH
SERVICES**

Signature on file

By: _____
SHANNON HARTNETT
EXECUTIVE DIRECTOR

Exhibit A

SCOPE OF SERVICES

County's Purchase Order #		County Resolution #	
Contract Name	<u>STEP UP GROUP SERVICE AGREEMENT</u>	Contract Date	<u>February 1, 2024</u>
County's Project Manager	<u>RAY STUBNER</u>	Contractor's Project Manager	<u>SHANNON HARTNETT</u>

This Scope of Services is for PROVIDER providing to the DEPARTMENT certain SERVICES pursuant to the above-referenced AGREEMENT. The undersigned agree that this Grant-Funded Consulting project ("Project") shall be conducted pursuant to the terms and conditions of the above-referenced County Report and Contract and by the following terms and conditions:

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A. SERVICES shall include assessment of client needs, individual counseling in keeping with individual client's needs, and group counseling in keeping with individual client needs.

- Both individual and group counseling shall include counseling of both juvenile and parent(s)/guardian(s).
- Both individual and group counseling shall include delivery of "Step Up" curriculum, as developed and copyrighted by Greg Routt and Lily Anderson of King County, Washington. [Note: "Step Up" curriculum is used by permission of the authors.]
- Both individual and group counseling may include other clinically appropriate techniques (e.g. cognitive behavioral therapy) provided such treatment is delivered in a manner consistent with the DEPARTMENT'S "Philosophy of Treatment".

B. Assessment of client needs:

- All clients shall be assessed by PROVIDER for determining appropriateness for the Step-UP curriculum.
- All clients shall be assessed by PROVIDER for individual treatment needs through a clinical interview.
- PROVIDER shall work with each client to develop a safety plan to prevent additional domestic violence.
- PROVIDER shall administer the "Step Up" behavior checklist to each client upon referral and program completion.

C. Group counseling:

- Unless deemed clinically inappropriate, all referrals for SERVICES shall receive group counseling.

- Group counseling shall follow the “Step Up” curriculum.
- Group counseling shall be delivered once per week, unless cancelation occurs in advance with notification of counseling participants and the DEPARTMENT.
- Group counseling shall be delivered to separate “youth” and “parent” groups as designated in the “Step Up” curriculum
- All participants in Group counseling shall be referrals from the DEPARTMENT unless otherwise approved in writing by the DEPARTMENT.
- All Group counseling shall be delivered by a licensed professional counselor, licensed professional social worker, or clinical intern completing requirements of an accredited graduate program under the supervision of a licensed professional counselor or social worker.

D. Individual counseling:

- Individual counseling shall only be provided in response to an assessed clinical need and following written approval from DEPARTMENT.
- Individual counseling shall include material adapted from “Step Up” curriculum.
- Individual counseling shall directly address juvenile’s aggressive behavior as related to domestic battery arrest.
- Individual counseling may also address factors indirectly related to juvenile’s aggressive behavior and/or family dynamics indirectly related to juvenile’s aggressive behavior.

2. **DELIVERABLES:**

A. On a weekly basis:

- PROVIDER shall provide the DEPARTMENT with documentation summarizing any completed assessments.
- PROVIDER shall provide the DEPARTMENT with attendance records for group and individual counseling.
- PROVIDER shall provide the DEPARTMENT a summary of participant behavior in group and individual counseling, including but not limited to inappropriate behavior or factors which may indicate an increased risk of re-offending.

B. On a monthly basis:

- PROVIDER shall provide an invoice for all SERVICES provided during the month. Invoices shall be itemized by juvenile to whom SERVICES delivered and PROVIDER’s staff delivering services.



Required Vendor Ethics Disclosure Statement

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

Date: Dec 18, 2023

Bid/Contract/PO #: _____

Company Name: Northeast DuPage Family and Youth Services	Company Contact: Shannon Harnett
Contact Phone: 630-742-8913	Contact Email: sharnett@nedfys.org

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**

Add Line X	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**

Add Line X	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

Shannon Hartnett

Title

Executive Director

Date

Dec 18, 2023

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



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

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

File #: JPS-P-0006-24

Agenda Date: 1/16/2024

Agenda #:

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

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
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:
<i>Send Payments To:</i>		<i>Ship to:</i>	
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



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 \(promarktech.com\)](https://promarktech.com/terms-and-conditions)

AUTHORIZED DEALERS

13 Layers LLC	302 Broadway Street	Nicholasville	KY	40356	502-317-6428
1903 Solutions LLC	6440 Lusk Blvd, 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 Technolgy 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

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 Contractual 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

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)



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

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

File #: JPS-P-0007-24

Agenda Date: 1/16/2024

Agenda #: 16.C.

AWARDING RESOLUTION ISSUED TO
SENTINEL OFFENDER SERVICES, LLC
TO PROVIDE COURT ORDERED GPS DEVICE AND ELECTRONIC MONITORING
SERVICES TO JUVENILES AND INDIGENT ADULT OFFENDERS AND THEIR VICTIMS
FOR PROBATION AND COURT SERVICES
(CONTRACT TOTAL AMOUNT \$612,000)

WHEREAS, a vendor has been evaluated and selected 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 Sentinel Offender Services, LLC, to provide court ordered GPS device or Electronic Monitoring services to juveniles and indigent adult offenders and their victims, for the period of February 1, 2024 through January 31, 2026, for the DuPage County Probation and Court Services.

NOW, THEREFORE BE IT RESOLVED, that said contract is to provide court ordered GPS device or Electronic Monitoring services to juveniles and indigent adult offenders and their victims, for the period of February 1, 2024 through January 31, 2026 for the DuPage County Probation and Court Services per the Master Agreement #22PSX0021, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Sentinel Offender Services, LLC, 1290 North Hancock Street, Suite 103, Anaheim, CA 92807, for a contract total amount of \$612,000.

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-0007-24	RFP, BID, QUOTE OR RENEWAL #: NASPO Contract #22PSX0021	INITIAL TERM WITH RENEWALS: 2 YRS + 1 X 2 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$612,000.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 01/16/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS:
	CURRENT TERM TOTAL COST: \$612,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Sentinel Offender Services, LLC	VENDOR #: 13392	DEPT: Probation and Court Services	DEPT CONTACT NAME: Sharon Donald
VENDOR CONTACT: Mike Dean	VENDOR CONTACT PHONE: 1-800-496-4882	DEPT CONTACT PHONE #: 630-407-8413	DEPT CONTACT EMAIL: sharon.donald@dupageco.org
VENDOR CONTACT EMAIL: mcdean@sentineladvantage.com	VENDOR WEBSITE: www.sentineladvantage.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.). The Sentinel Offender Services, LLC Cooperative Agreement with National Association of State Procurement Officers (NASPO) has an Offender Pay Program that allows for offenders to pay for their services.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Statute SB 2870 states the following: "Third Party Electronic Monitoring (SB 2870): Provides that the Chief Judge may enter an administrative order to establish a program for electronic monitoring or drug-related and alcohol related offenses, in which a vendor approved by the County Board, supplies and monitors the electronic monitoring device and collects the fees on behalf of the county". The Department would continue to be financially responsible for juveniles, victims and a small fraction of indigent participants per the agreement.			

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. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. This contract is under the National Association of State Procurement Officers (NASPO) and offers an Offender Pay Program.
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) Approval of the NASPO contract with Sentinel Offender Services LLC for the Third Party vendor to collect payments for services rendered instead of the County paying out for all monitoring. 2) The County will have to pay for all offender's electronic monitoring services if this contract is not approved.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Sentinel Offender Services, LLC	Vendor#: 13392	Dept: Probation and Court Services	Division: Finance
Attn: Mike Dean	Email: mcdean@sentineladvantage.com	Attn: Sharon Donald	Email: sharon.donald@dupageco.org
Address: 1290 North Hancock Street Suite 103	City: Anaheim	Address: 503 N County Farm Road	City: Wheaton
State: California	Zip: 92807	State: Wheaton	Zip: 60187
Phone: 1-800-496-4882	Fax:	Phone: 630-407-8413	Fax: 630-407-2502
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Sentinel Offender Services, LLC	Vendor#: 13392	Dept: Probation and Court Services	Division: Finance
Attn: Mike Dean	Email: mcdean@sentineladvantage.com	Attn: Sharon Donald	Email: sharon.donald@dupageco.org
Address: 1290 North Hancock Street Suite 103	City: Anaheim	Address: 503 N County Farm Road	City: Wheaton
State: California	Zip: 92807	State: Illinois	Zip: 60187
Phone: 1-800-496-4882	Fax:	Phone: 630-407-8413	Fax: 630-407-2502
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, 2026
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	1	EA		GPS Monitoring Services to juveniles, pretrial offenders and victims	FY24	1000	6100	53410		240,000.00	240,000.00
2	1	EA		GPS Monitoring Services to adult offenders and victims	FY24	1400	6120	53410		17,000.00	17,000.00
3	1	EA		GPS Monitoring Services to juveniles, pretrial offenders and victims	FY25	1000	6100	53410		41,000.00	41,000.00
4	1	EA		GPS Monitoring Services to adult offenders and victims	FY25	1400	6120	53410		8,000.00	8,000.00
5	1	EA		GPS Monitoring Services to juveniles, pretrial offenders and victims	FY25	1000	6100	53410		240,000.00	240,000.00
6	1	EA		GPS Monitoring Services to adult offenders and victims	FY25	1400	6120	53410		17,000.00	17,000.00
7	1	EA		GPS Monitoring Services to juveniles, pretrial offenders and victims	FY26	1000	6100	53410		41,000.00	41,000.00
8	1	EA		GPS Monitoring Services to adult offenders and victims	FY26	1000	6120	53410		8,000.00	8,000.00
FY is required, assure the correct FY is selected.										Requisition Total	\$ 612,000.00

Comments	
HEADER COMMENTS	<p>Provide comments for P020 and P025. Pricing per NASPO ValuePoint Master Agreement #22PSX0021 for Agency Pay Program: Active GPS: \$4.50 per active day</p> <p>Victim Active GPS: \$3.00 per active day Standard GPS & Electronic Monitoring Services OM500 GPS: \$2.85 per active day RF Patrol Cellular Monitoring: \$2.48 per active day - Insurance Plan for all available RF equipment: \$0.35 per unit per day</p> <p>Optional Advocate - Victim Smartphone App: \$2.00 per active day - Victim Notification Services (Manual Notification): \$1.00 per active day</p> <p>Hybrid OM500 GPS: \$2.80 per active day - Monitoring Center Operator Outbound Calls to both officers & participants/offenders: \$0.30 per active day - OM500 Beacon Compatible with OM500 GPS device: \$0.45 per active day - Insurance Plan for all available GPS equipment: \$0.35 per unit per day</p>
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



**Master Agreement Number:
22PSX0021**

Electronic Monitoring Products and Services

State of Connecticut
AND

Sentinel Offender Services, LLC

This contract (the "Master Agreement") is made by and between, **Sentinel Offender Services, LLC** (the "Contractor") and the State of Connecticut, acting by its Department of Administrative Services ("DAS") in accordance with sections 4a- 2, 4a-51 and 4d-2 of the Connecticut General Statutes, and acting in connection with the NASPO ValuePoint cooperative contract consortium of the National Association of State Procurement Officers, Inc.

The Contractor and the State agree as follows:

1. Definitions

The following definitions apply in this Master Agreement, except to the extent modified in Exhibit A, Deliverables Document, in which case Exhibit A, Deliverables Document controls.

a. Acceptance

Determination made by the Purchasing Entity upon successful User Acceptance Test that the Deliverable has satisfied the Acceptance Criteria itemized in the SOW, performs to the Specifications, and fulfills the business and technical requirements of the Master Agreement.

b. Acceptance Criteria

Client Agency requirements for Deliverable Acceptance.

c. Acceptance Date

The date the Purchasing Entity accepts a Deliverable or System in accordance with this Master Agreement.

d. Administrator

A designated Purchasing Entity representative who is responsible for managing the Purchasing Entity's User access to the Hosting Environment. The Administrator shall be responsible for implementing a role-based security policy process for access to the Hosting Environment.

f. Business Day

A day of the week recognized by the Purchasing Entity as a workday, exclusive of Saturdays, Sundays and any Lead State or federal holiday.

g. Claims

All actions, suits, claims, demands, investigations, and proceedings of any kind, open, pending, or threatened, whether mature, un-matured, contingent, known or unknown, at law or in equity in any forum.

h. Confidential Information

Any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number and residential address, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique

biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Lead State classifies as “confidential” or “restricted.” Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

i. Confidential Information Breach

Generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the Purchasing Entity, the Contractor, or State.

j. Contractor IP

Contractor’s materials and other intellectual property (1) in existence prior to this Master Agreement, (2) created, developed or acquired during the Term but not exclusively for the State, or (3) identified as Contractor IP in the applicable SOW; or (4) otherwise developed or acquired independent of this Master Agreement and employed by the Contractor in connection with the Deliverables.

k. Contractor Parties

Contractor’s members, principals, directors, officers, shareholders, partners, managers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity or with whom Contractor contracts to Perform under this Master Agreement in any capacity.

l. Corrective Action Plan, or CAP

A detailed written plan produced by Contractor at the request of the Purchasing Entity to correct or resolve a Breach identified by the Purchasing Entity in accordance with the Breach section of this Master Agreement.

m. Deliverable

Each (1) Good, Service, Maintenance Services, Improvement, Material, Documentation, System, process or information of any type, whether stand-alone or intended as part of the integration of the System with existing hardware or software of the State, and whether or not used for administrative, maintenance, consulting, training, data warehousing, operations, support, hosting, or fulfillment of Performance; and (2) warranty of a Deliverable(s) that is listed in the Pricing Schedule or provided by Contractor as an element of Contractor’s overall approach and solution to the requirements of this Master Agreement. Any one of them or a combination of any of them may be developed or produced by Contractor or by a third party as a supplier or subcontractor to Contractor.

n. Deliverables Document

Exhibit A which sets forth and describes the Deliverables that are to be provided or made available to the State and Participating Entities under this Master Agreement or in a Statement of

Work, as applicable, and the specific requirements and terms applicable to those Deliverables.

o. Documentation

All Specifications; all technical, systems and user reference manuals; all System documentation related to each component of the System, Deliverables and processes; and any Improvements to any of them.

p. Reserved

q. Force Majeure Event

Strikes, lockouts, riot, sabotage, rebellion, insurrection, acts of war, acts of terrorism, failure of or inadequate permanent power, fire, flood, earthquake, epidemics, natural disasters, and acts of God.

r. Goods

All things which are movable, including, but not limited to, electronic monitoring devices, supplies, materials, equipment, hardware, software, specially manufactured things, a component incorporated into another thing and things that are attached to real property and that may be severed from the real property without material harm to the things.

s. Goods or Services

Goods, Services or both, as specified in the Solicitation and set forth in Exhibit A, Deliverables Document.

t. Go-Live Date

The date of Participating Entity or Purchasing Entity's access to and use of the System, upon and after which the System must Perform in accordance with the Documentation, as the date may be extended from time to time in accordance with the Participating Addendum, Purchase Order, or Statement of Work applicable to the installation.

u. Hosting Environment

Collectively the platform, environment, and conditions on, in, or under which the Licensed Software is intended to be installed and operate, as set forth in this Master Agreement, including such structural, functional and other features, conditions and components as hardware, operating software, System architecture and configuration.

v. Hosted Services

The provision, management, operation, support, warranty and maintenance of the Licensed Software within the Contractor's setting or location including Contractor's services identified in Exhibit A, Deliverables Document.

w. Improvement

Any Contractor changes, patches, corrections, repairs, replacements, additions, modifications, enhancements, updates, releases, revisions, error fixes, bug fixes or any new versions of Deliverables, or any combination of the foregoing, that are to be or may be provided as a Deliverable from time to time. An Improvement may serve any purpose. Improvements do not

include upgrades to software for which Contractor charges its customers, or upgrades by a Licensor that is charging Contractor for such upgrade.

x. Reserved

y. Reserved

z. Lead State

The State of Connecticut, acting by the DAS.

aa. Licensed Software

The commercial, off-the-shelf products provided by Contractor in connection with the Deliverables, for which the Purchasing Entity or the Lead State acquires a, personal, non-exclusive, non-transferable license to access and use, but does not acquire the Licensor's title to, such computer program(s).

bb. Licensor

The party who licenses all or any part of a Deliverable either to the Participating Entity or Purchasing Entity, in the case of the Contractor, or to the Contractor, in the case of a third party provider.

cc. Maintenance Services

The software and process support services described in this Master Agreement, a Participating Addendum, or a Statement of Work, as applicable.

dd. Reserved

ee. Materials

Collectively, software programs, literary works, other works of authorship, documented specifications, designs, analyses, processes, methodologies, concepts, inventions, know-how, programs, program listings, program tools, Documentation, reports, drawings, data bases, spreadsheets, machine readable text, models and work product, whether tangible or intangible.

ff. NASPO ValuePoint:

A division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) corporation through which NASPO administers the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities, the District of Columbia, and territories of the United States.

gg. Participating Addendum ("PA")

A bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific terms, language or other requirements, such as ordering procedures specific to the Participating Entity.

hh. Participating Entity

A state, or other legal entity, that enters into a Participating Addendum.

ii. Perform

All acts and things of the Contractor and Contractor Parties, severally and collectively, that are necessary or appropriate to fulfill or accomplish this Master Agreement fully, including the Deliverables and all other Master Agreement obligations. The word "Perform" includes all parts of speech.

jj. Performance Criteria

Operation of the Deliverables in compliance with all Specifications and Documentation and complying with the requirements of this Master Agreement, a Participating Addendum, and a Statement of Work, as applicable.

kk. Price Schedule

Exhibit B to this Master Agreement which when read in conjunction with Exhibit A, Deliverables Document, lists the Deliverables available under this Master Agreement and establishes the components, unit pricing and price schedules for each Deliverable.

II. Reserved

mm. Purchase Order

A written or electronic document that the Purchasing Entity issues for one or more Deliverables in accordance with the terms of this Master Agreement.

nn. Purchasing Entity

A Participating Entity, or a city, county district, or other political subdivision of the Participating Entity, or a nonprofit organization authorized under a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

oo. Purchasing Entity Data

Any data or information of the Purchasing Entity that Contractor receives or creates by any means and in any form in connection with this Master Agreement, Deliverables or Performance, including data and information with respect to any one or more of the following: databases, systems, operations, facilities, and regulatory compliance.

pp. Records

All working papers and such other information and materials furnished or prepared by the Contractor in Performing including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

qq. Replacement Deliverable

Any new Deliverable that replaces a previously accepted Deliverable.

rr. Services

The labor or work, necessary or appropriate for the Contractor to Perform.

ss. Service Level Agreement (“SLA”)

Exhibit C which sets forth and describes the service level and maintenance and support agreement or those performance standards, response times and associated obligation between the parties, that may be set forth in this Master Agreement, in a Participating Addendum or in a Statement of Work, as applicable.

tt. Site

Location(s) specified by the Purchasing Entity where Deliverables are to be installed, Services rendered, or materials furnished.

uu. Solicitation

The Lead State's request, in whatever form issued, inviting bids, proposals or quotes for Deliverables, typified by, but not limited to, an invitation to bid, request for proposal, requests for information or request for quotes. The Solicitation and this Master Agreement shall be governed by the statutes, regulations and procedures of the Lead State. The Solicitation is incorporated into and made a part of this Master Agreement as if it had been fully set forth in it if, but only if, the Solicitation is in the form of an invitation to bid, request for information or request for quotes. A Solicitation in the form of a request for proposal is not incorporated into this Master Agreement in its entirety, but, rather, it is incorporated into this Master Agreement only to the extent specifically stated in Exhibit A, Deliverables Document.

vv. Solicitation Response

A submittal in response to a Solicitation.

ww. Specifications

Contractor's published technical and non-technical detailed descriptions of each Deliverable's capabilities, or intended use or both, as more fully set forth in this Master Agreement, a Participating Addendum, or a Statement of Work, as applicable.

xx. Statement of Work (“SOW”)

Statement issued in connection with a Purchase Order for a Deliverable available under this Master Agreement which sets forth all work and payment requirements for Contractor's Performance in connection with said Purchase Order.

yy. System

Contractor furnished or otherwise supplied Deliverables that collectively and in an integrated fashion fulfill the Performance Criteria and the business and technical requirements of this Master Agreement, a Participating Addendum, or SOW, as applicable.

zz. Term

The original term of this Master Agreement plus any extensions exercised under this Master Agreement.

aaa. Termination

An end to this Master Agreement prior to the end of its Term.

bbb. Title

All ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Deliverable.

ccc. Reserved

ddd. Upgrade

A change to the primary version number of the Licensed Software, generally providing additional features or functionality.

eee. Update

A change to the Licensed Software to correct bugs or defects, patches or changes to enable the Licensed Software to operate on new or upgraded operating platforms.

fff. User

A Purchasing Entity representative that may access the System. User access will be subject to role-based security implemented by the Purchasing Entity's Administrator.

ggg. User Acceptance Test

Those procedures that permit the Purchasing Entity to authenticate and test the functionality of a Deliverable with real world scenarios to determine if the Deliverable performs in accordance with this Contract.

hhh. Warranty Period

The twelve (12) month period commencing upon the Acceptance Date for the System or Deliverable.

2. Term of Master Agreement; Master Agreement Extension

This Master Agreement will be in effect from the date that the last party executes (the "Effective Date") and will continue for three (3) years. The parties, by mutual agreement, may extend this Master Agreement for additional terms beyond the Term, prior to Termination or expiration, one or more times for a combined total period not to exceed the complete length of the original Term, but only in accordance with the Section in this Master Agreement concerning Master Agreement amendments.

3. Deliverables

Contractor shall sell, transfer, convey and license, as appropriate, to the Purchasing Entity each Deliverable and Perform in accordance with this Master Agreement, applicable Participating Addendum, and the SOW, as applicable. The Deliverables are set forth in accordance with Exhibit A, Deliverables Document and shall be acquired through duly issued Purchase Orders.

- a. Any Purchase Order accepted by Contractor is subject to the terms of this Master Agreement and the applicable Participating Addendum and shall remain in effect until Purchasing Entity Accepts

full Performance of all Deliverables contained in the applicable Purchase Order, unless terminated sooner under the terms of this Master Agreement and the applicable Participating Addendum. Neither party shall be bound by any additional substantive terms that may appear in any Purchase Order. If a Purchase Order includes any such terms, then they shall be void ab initio and have no effect.

- b. Notwithstanding any other provision of this Master Agreement, Contractor shall not make any material change to the Deliverables that alters the nature or scope of the Deliverables or their intended use without the prior written consent of the Purchasing Entity. The Purchasing Entity shall not give its consent unless the changed Deliverables are of a similar nature and have a similar use as the original Deliverables.
- c. No additions to or reductions in the Deliverables and prices for work completed in the Performance of any Purchase Order shall be permitted unless the Purchasing Entity issues a change order in accordance with this Master Agreement.
- d. Purchasing Entity shall issue a Purchase Order when acquiring any Deliverable or Service available under this Master Agreement and, if appropriate, a SOW mutually acceptable to the Purchasing Entity and the Contractor.
- e. PARTICIPATION AND PAYMENTS:

The terms of this Master Agreement are applicable to any Purchase Order issued by a Purchasing Entity, except to the extent altered, modified, supplemented or amended by an applicable Participating Addendum. Any alterations, modifications, supplements or amendments to the terms of the Master Agreement as they apply to a Participating Entity and any Purchasing Entity ordering under the Participating Entity's Participating Addendum must be addressed in the Participating Addendum. Such alterations, modifications, supplements or amendments in a Participating Addendum apply only to the Participating Entity and Purchasing Entities ordering under said Participating Addendum. With the consent of the Participating Entity and Contractor, alterations, modifications, supplements or amendments to the terms of the Master Agreement and applicable Participating Addendum as they apply to a Purchasing Entity may be included in the Purchasing Entity's Purchase Order. Such alterations, modifications, supplements or amendments in a Purchase Order apply only to the Purchasing Entity.

Use of this Master Agreement is subject to the approval of the respective state's chief procurement official, or their designee. Subject to applicable law, issues of interpretation and eligibility for participation are solely within the authority of the respective state's chief procurement official, or their designee.

This Master Agreement and the Participating Addendum are binding only upon the Contractor and the corresponding Participating Entity or Purchasing Entity or both. The financial obligations of any Purchasing Entity are limited to those obligations set forth in the Purchase Orders that such particular Purchasing Entity issues. The terms of a Participating Addendum or other participating addenda do not and will not be construed to amend the terms of this Master Agreement between the Lead State and Contractor.

Entities who are not states may sign their own Participating Addendum if and to the extent that the appropriate procurement official of the state where the Participating Entity is located (or such other approval as may be required by law) gives prior approval of such participation in writing. A chief procurement official's approval to a non-state entity to participate through execution of a Participating Addendum is not a determination that the non-state entity has the necessary or appropriate authority to enter into the Participating Addendum. Prior to executing a Participating Addendum, each Participating Entity must ensure that it has the requisite authority to execute a Participating Addendum under its applicable laws and regulations.

Payment for all Accepted Deliverables are due within forty-five (45) days after Acceptance of the Deliverables. The Contractor shall submit an invoice to the Purchasing Entity for the Performance. The invoice shall include detailed information for Deliverables, delivered and Performed, as applicable, and Accepted. Any late payment charges shall be calculated in accordance with Purchasing Entity's applicable law.

4. Payments and Credits

- a. The Purchasing Entity shall pay for Deliverables only upon Acceptance pursuant to this Master Agreement, the applicable Participating Addendum, and a SOW, as applicable, and receipt of a properly documented invoice from the Contractor. At the Purchasing Entity's request, Contractor shall submit to the Purchasing Entity such documentation as the Purchasing Entity deems it to be necessary or appropriate to justify and support the Performance detailed in any invoice, prior to the Purchasing Entity approving the invoice for payment.
- b. The Purchasing Entity shall pay Contractor upon Acceptance within net forty-five (45) days after each calendar month end and receipt of Contractor's properly documented invoice and supporting detail, whichever is the later date.
- c. Contractor shall furnish separate invoices for each Purchase Order and shall itemize each charge included in each invoice as a separate line item.
- d. Contractor may supplement Exhibit B, Price Schedule to make additional services and related terms available to Participating Entities. The supplement will only be deemed to be accepted by the Lead State if the latter issues an Addendum to the Master Agreement indicating its concurrence with the supplement.
- e. No additions to or reductions in the Deliverables and prices for work completed in the Performance of any Purchase Order shall be permitted unless the Purchasing Entity issues a change order in accordance with the provisions of Section 11.

5. Order and Delivery

The Contractor shall Perform in accordance with Exhibit A, Deliverables Document and at the prices set forth in Exhibit B, Price Schedule. Except as it may otherwise be set forth in Exhibit A, Deliverables Document or Exhibit B, Price Schedule, as applicable, the Contractor shall deliver the Goods F.O.B. wherever specified by the Purchasing Entity in its Purchase Order or in another communication to Contractor. The administration and Performance of this Contract are facilitated by and in accordance with certain provisions of the NASPO ValuePoint cooperative contract consortium of the National Association of State Procurement Officers. Those provisions are set forth in Exhibit D, NASPO ValuePoint Provisions.

6. Purchase Orders

- a. This Master Agreement itself is not an authorization for the Contractor to begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued Purchase Order against this Master Agreement and an applicable Participating Addendum for Performance.
- b. The Purchasing Entity shall issue a Purchase Order against a Participating Addendum incorporating this Master Agreement directly to the Contractor and to no other party.
- c. All Purchase Orders shall be in written or electronic form, bear the Master Agreement number and Participating Addendum number (if any) and comply with all other Participating Entity and Purchasing Entity requirements, particularly the Purchasing Entity's requirements concerning

procurement. Purchase Orders issued in compliance with such requirements shall be deemed to be duly issued.

- d. A Contractor Performing without a duly issued Purchase Order in accordance with this Section does so at the Contractor's own risk and does not impose on a Purchasing Entity any corresponding obligation.
- e. The Purchasing Entity may, in its sole discretion, deliver to the Contractor any or all duly issued Purchase Orders via electronic means only, such that the Purchasing Entity shall not have any additional obligation to deliver to the Contractor a "hard copy" of the Purchase Order or a copy bearing any hand-written signature or other "original" marking.

7. Time of the Essence

Time is of the essence with respect to all provisions of this Master Agreement that specify a time for Performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Master Agreement.

8. Waiver

- a. No waiver of any Breach of this Master Agreement shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in this Master Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided in this Master Agreement or at law or in equity. Any waiver by the Lead State, a Participating Entity, or a Purchasing Entity must be in writing.
- b. A party's failure to insist on strict performance of any provision of this Master Agreement shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or Breach.

9. Deliverable Evaluation, Acceptance and Ownership

- a. Any Deliverable furnished by Contractor under the terms of this Master Agreement will be subject to Acceptance Testing. User Acceptance Testing (UAT) for each Deliverable begins as of the date the Purchasing Entity notifies the Contractor in writing that the Deliverable provided for UAT has successfully met the Acceptance Criteria, successfully delivered and/or installed in the development and testing computer environment and is ready for UAT. The following procedures will apply during UAT:
 - 1. The Purchasing Entity shall provide Contractor with (a) written notice of Acceptance of the Deliverable or (b) a written statement which identifies in reasonable detail, with references to the applicable requirements, the deficiencies preventing Acceptance.
 - 2. Contractor shall have five (5) Business days, or such other period mutually agreed upon by the parties in writing, from the date it receives the notice of deficiencies to complete corrective actions to make the Deliverable conform in all material respects to the applicable Specifications. The Purchasing Entity shall review the corrected Deliverable and notify Contractor in writing of acceptance or rejection in accordance with the foregoing provisions of this Section.
 - 3. The Acceptance Date for a Deliverable shall be the date of written notice of Acceptance of the Deliverable from Purchasing Entity to Contractor.
- b. If UAT for the System is successfully completed, the Purchasing Entity shall in writing notify the

Contractor of the Purchasing Entity's Acceptance of the System, and the date of such notice will be the Acceptance Date for the System.

- c. If requested by Contractor, Purchasing Entity shall complete Contractor's acceptance certificate, in a form reasonably acceptable to Purchasing Entity, so long as such certificate does not amend, alter or modify in any way the terms of this Master Agreement.
- d. A Purchasing Entity shall own all Deliverables provided to it by Contractor under this Master Agreement, subject to subparagraph e) below.
- e. The Purchasing Entity shall have a nonexclusive, nontransferable license to access and use, alter, modify, create derivative works (without the right to sublicense) and copy Contractor IP in connection with the Purchasing Entity's business needs and operations if Contractor IP is provided to the Purchasing Entity by Contractor in order to Perform any Services or provide any Deliverables required under this Master Agreement. Nothing in this provision shall be construed as transferring to the Lead State, Participating Entity, or Purchasing Entity any ownership interest or rights to Contractor IP.
- f. If any Deliverable becomes the actual or prospective subject of any patent, copyright, license or proprietary rights claim or proceeding, Contractor shall do one or more of the following at the option of Contractor:
 - 1. Modify the Deliverable or substitute another equally suitable Deliverable (provided that the function of the modified or substitute Deliverable equals or exceeds that of the original Deliverable);
 - 2. Obtain for the Purchasing Entity the right to continued use of the Deliverable; or
 - 3. If neither 1 nor 2 above is commercially reasonable, Purchasing Entity shall discontinue use of the Deliverable subject to such claim or proceeding and the Contractor shall refund the Purchasing Entity the fees paid for the Deliverable.
- g. Each party reserves for itself all proprietary rights not expressly granted to the other. Contractor shall not be limited in developing, using or marketing services or products which are similar to the Deliverables or Services provided under this Master Agreement.

10. Data: Access and Ownership

a. Access to Master Agreement and State Data

The Contractor shall provide to the Purchasing Entity access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Master Agreement and the Purchasing Entity that are in the possession or control of the Contractor upon demand and shall provide the data to the Purchasing Entity in a format prescribed by the Purchasing Entity and the State Auditors of Public Accounts at no additional cost.

b. Ownership of Data

- 1. All ownership, title, licenses, proprietary rights and interest (including, but not limited to, perpetual use) (for purposes of this Ownership of Data Section, collectively, "Title") of and to any and all data as defined in section 4e-1 of the Connecticut General Statutes, ("Data") that is uploaded, collected, stored, held, hosted, located or utilized by the Purchasing Entity or Contractor and Contractor Parties directly or indirectly in connection with this Master Agreement at all times is and will always remain vested in the Purchasing Entity. At no time will Contractor have Title to such Data, wherever located.

2. At no cost to the State the Contractor and Contractor Parties shall, no later than fifteen (15) days after (i) receiving a written request from the Purchasing Entity or (ii) Termination for any reason, deliver and transfer possession to the Purchasing Entity all of the Data, in a format acceptable to the Purchasing Entity.
3. At no cost to the Purchasing Entity, the Contractor and Contractor Parties shall, no later than fifteen (15) days, unless otherwise mutually agreed to in writing by the Parties, after (i) receiving a written request from the Purchasing Entity, (ii) receiving final payment from the Purchasing Entity, or (iii) Termination for any reason, over-write and securely delete all of the Data, such that the Data will be expunged in a manner to make retrieval of the Data impossible.
4. The Contractor's failure to deliver and transfer possession of the Data to a duly authorized agent of the Purchasing Entity shall constitute, without more, a de facto breach of this Master Agreement. Consequently, the Contractor shall indemnify and hold harmless the Purchasing Entity, the Participating Entity, and the Lead State, as appropriate, for any and all damages, costs and expenses associated directly or indirectly with such failure. The damages, costs and expenses shall include, but not be limited to, those resulting from any corresponding contracting for credit or identity protection services, or both, and from any subsequent non- Purchasing Entity use of any Data. If Contractor Parties will Perform for any purpose under this paragraph, the Contractor represents and warrants that it shall cause each of the Contractor Parties to so Perform and that each has vested in the Contractor plenary authority to cause the Contractor Parties to Perform. For purposes of this Ownership of Data Section, "Perform" shall include, but not be limited to, the obligations relating to the sale, transfer of Title, removal and transfer of possession of the Data and indemnifying and holding harmless the Purchasing Entity, the Participating Entity, and the Lead State. The Contractor on its own behalf and on behalf of the Contractor Parties shall also provide, no later than 30 days after receiving a request by the Purchasing Entity, such information as the Purchasing Entity may identify to ensure, in the Purchasing Entity's sole discretion, compliance with the provisions of this Ownership of Data Section. This Ownership of Data Section survives Termination.

11. Change Order Within Scope

The Purchasing Entity may, at any time, with thirty (30) calendar days' advance written notice to Contractor, request changes to the Deliverables that come within the scope of the Master Agreement or the SOW, as applicable. Contractor shall not deny or delay approving the request. The request may include, but is not limited to, modifications or other changes required to correct System deficiencies, and changes required by new or amended State or federal laws and regulations or both that are included in the Deliverables in Exhibit A, Deliverables Document. Contractor shall make any changes to the Deliverables that are required due to Deliverable deficiencies or failure in accordance with the requirements of this Master Agreement, without charge. Contractor shall at its sole cost and expense conduct any investigation necessary to determine the source of the problem requiring the change. No additions or reductions in the Deliverables and prices for work completed in the Performance of any Purchase Order shall be permitted unless the Purchasing Entity issues a change order in accordance with this Section.

12. Rejected Items; Abandonment

- a. The Contractor may deliver, cause to be delivered, or, in any other way, bring or cause to be brought, to any Purchasing Entity premises or other destination, Goods, as samples or otherwise, and other supplies, materials, equipment or other tangible personal property. The Purchasing Entity may, by written notice and in accordance with this Master Agreement, direct the Contractor to remove any or all such Goods ("the "Rejected Goods") and any or all other supplies, materials, equipment or other tangible personal property (collectively, the "Contractor Property") from and out of Purchasing Entity premises and any other location which the Purchasing Entity manages, leases or controls. The Contractor shall remove the Rejected Goods and the Contractor Property

in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Goods or the Contractor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all Contractor Parties, that:

1. they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, "Title") the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the Purchasing Entity and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;
 2. there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
 3. they vest authority, without any further act required on their part or the Purchasing Entity's part, in the Purchasing Entity to use or dispose of the Rejected Goods and Contractor Property, in the Purchasing Entity's sole discretion, as if the Rejected Goods and Contractor Property were the Purchasing Entity's own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;
 4. if the Purchasing Entity incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the Purchasing Entity shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the Purchasing Entity no later than thirty (30) days after the date of invoice; and
 5. they do remise, release and forever discharge the Purchasing Entity and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the "Purchasing Entity and Its Agents") of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the Purchasing Entity and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.
- b. The Contractor shall secure from each Contractor Party, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this Section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the Purchasing Entity, such information as the Purchasing Entity may require to evidence, in the Purchasing Entity's sole determination, compliance with this Section.

13. Replacement Deliverables

The Purchasing Entity may order any Replacement Deliverables then available. Replacement Deliverables are subject to evaluation and Acceptance as set forth in this Master Agreement.

14. Maintenance and Support

- a. Contractor represents and warrants that after Acceptance of the System by the Purchasing Entity and throughout the duration of the Warranty Period, Contractor shall provide the following maintenance and support services at no additional cost:
1. Assistance in accordance with the requirements of Exhibit A, Deliverables Document,

Purchase Order or a SOW, as applicable;

2. Improvements related to any and all Deliverables; and
 3. Improvements to any and all Deliverables to cause each Deliverable to operate under new versions or releases of the operating system(s), database system(s), application servers or report servers that comprise the Purchasing Entity's computer operating environment.
- b. Upon expiration of the Warranty Period, maintenance and support and on-going services shall be provided by the Contractor on an annual basis if requested by the Purchasing Entity and identified in Exhibit C Service Level Agreement and Maintenance and Support and Exhibit B Price Schedule. Contractor shall invoice the Purchasing Entity in accordance with Exhibit B, Price Schedule.
- c. Provided the Purchasing Entity is current on its maintenance and support and on-going services payments, the Contractor shall provide Services itemized in a SOW in addition to the following:
1. Assistance in accordance with the requirements of Exhibit A, Deliverables Document, Exhibit C, Service Level Agreement and Maintenance and Support, Purchase Order or a SOW, as applicable;
 2. Improvements that may be developed by Contractor or made available to Contractor by the Licensor related to any and all Deliverables; and
 3. Improvements to any and all Deliverables to cause each to operate under new versions or releases of the operating system(s), database system(s), application servers or report servers that comprise the Purchasing Entity's computer operating environment at no additional cost.
- d. Contractor shall provide a complete list of any platform requirements and specifications to provide technical support services.
- e. The Purchasing Entity shall provide Contractor full and free access to each Deliverable for the limited purpose of providing Services required under this Master Agreement, subject to the Purchasing Entity's and the applicable Site's access policies.

15. Reserved

16. Working and Labor Synergies

The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties, their work force, Purchasing Entity employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under this Master Agreement.

17. Background Checks

To the extent applicable, the Contractor and Contractor Parties shall submit to and incur the cost of fingerprint supported federal and state criminal history background checks as may be required by the state, the Purchasing Entity, or as provided for in any Purchasing Entity document that governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as

necessary or reasonably requested with the state and its agents in connection with such background checks.

18. Contractor Guaranties

- a. Contractor shall:
 - 1. Perform fully under this Contract;
 - 2. Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the Client Agency's option, replace them;
 - 3. Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the Site, Goods, the Contractor's work or that of Contractor Parties;
 - 4. With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices;
 - 5. Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law;
 - 6. Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.

19. Other Warranties

Contractor warrants that:

- a. Each Deliverable installed by Contractor, an authorized agent of Contractor or installed by the Purchasing Entity in accordance with Contractor's instructions, will function according to the Specifications and Performance Criteria on the Acceptance Date for such Deliverable;
- b. During the Warranty Period, Contractor shall make Improvements to the Deliverable as necessary or appropriate to maintain ongoing reliability according to Performance Criteria identified in Exhibit A, Deliverables Document or a SOW, as applicable; and
- c. Contractor shall provide each Deliverable within the time frames established under this Master Agreement, a Purchase Order or a SOW, as applicable.
- d. Contractor does not exclude or modify the implied warranties of merchantability and fitness for a particular purpose concerning the Deliverables.

20. System Warranties

- a. Contractor represents and warrants that the System shall conform to this Master Agreement, the Specifications, Performance Criteria, Documentation and as applicable, the SOW and that it shall be free from defects in material and workmanship upon the Acceptance Date of the System and through the Warranty Period, unless the Master Agreement is Terminated earlier.
- b. During the Warranty Period, Contractor shall, at no charge, make Improvements to the Deliverables as necessary to maintain ongoing System reliability in accordance with the Specifications, Performance Criteria, Documentation, and as applicable, the SOW.

21. Sales and Use Report

Contractor shall deliver a sales and use report on a quarterly basis, in form and content as pre-approved by the Lead State, the Participating Entity, or Purchasing Entity. The Contractor shall deliver the report within ten (10) days following the end of each calendar quarter. The Contractor shall provide the Lead State, the Participating Entity, or Purchasing Entity with any additional reports as the Lead State, the Participating Entity, or Purchasing Entity may request from time to time within ten (10) days following receipt of the written request. Timely submission of these reports is a material requirement of this Master Agreement. All Title and property rights and interests in and to the reports and the data in the media containing the reports at all times is and will always remain vested in the State. At no time will Contractor have Title to such reports, data or media, wherever located. Accordingly, the Lead State, Participating Entity and the Purchasing Entity shall have a perpetual, irrevocable, non-exclusive, transferable right to display, modify, copy and otherwise use the reports, data, and information provided under this Section.

22. Breach

- a. If one party (the "Non-breaching Party") determines that the other (the "Breaching Party") has failed to comply with any of the Breaching Party's corresponding Master Agreement obligations (a "Breach"), then the Non-Breaching Party shall provide written notice of such failure to the Breaching Party in accordance with this Master Agreement. The Non-breaching Party must provide the Breaching Party an opportunity to remedy the Breach within thirty (30) calendar days from the date of the notice. However, if Contractor is the Breaching Party, then the Purchasing Entity may set forth any remedy period in the notice, so long as that period is otherwise consistent with the provisions of this Master Agreement. The period set forth in the notice is known as the "Remedy Period." The Non-Breaching Party shall extend the Remedy Period if it is satisfied that the Breaching Party is making a good faith effort to remedy the Breach, but the nature of the Breach is such that it cannot be remedied within the Remedy Period.
- b. If the Purchasing Entity determines that the Contractor has committed a Breach, then the Purchasing Entity may require the Contractor to, and Contractor shall, prepare and submit to the Purchasing Entity a CAP in connection with the identified Breach. Contractor shall provide in the CAP a detailed explanation of the deficiencies and other factors that contributed to the cited Breach, Contractor's assessment or diagnosis of Breach (identifying the deficiencies and factors in reasonable detail, with references to the applicable Specifications), and a specific proposal to remedy or resolve the Breach. Contractor shall submit the CAP to the Purchasing Entity within ten (10) Business Days following the Purchasing Entity's request for the CAP for the Purchasing Entity's review and approval. Within ten (10) Business Days of receiving the CAP, the Purchasing Entity must either approve the CAP, or reject it by delivering to Contractor a written explanation for the rejection. If the Purchasing Entity fails to accept or reject the CAP within the ten (10) Business Days, then the CAP is deemed to have been approved, without more. The Purchasing Entity's explanation for the rejection must include suggestions for changes to the CAP and the Contractor shall address the suggestions in such a manner to make it likely that the Purchasing Entity will approve the CAP when the Contractor re-submits it to the Purchasing Entity for review and approval. If the Purchasing Entity rejects a CAP, then the parties will repeat this submittal and review process until the earliest of one of the following: (1) the Purchasing Entity accepts a CAP, (2) the Purchasing Entity waives its right to receive a CAP, (3) Contractor remedies the Breach, (4) the Purchasing Entity waives the Breach, or (5) the Purchasing Entity makes a determination to Terminate this Master Agreement. After the first rejection, each of the parties will have five (5) Business Days, instead of ten (10) Business Days, within which to review the CAP. Each subsequent revision and review will be for up to three (3) Business Days each instead of ten (10) or five (5) Business Days.
- c. If the Purchasing Entity determines that the Contractor has Breached this Master Agreement, then the Purchasing Entity may withhold payment in whole or in part for any amounts due pending resolution of the Performance issue, provided that the Purchasing Entity notifies

Contractor in writing prior to the date that the payment would have been due.

- d. For purposes of the Purchasing Entity determining whether there is a Breach under this Master Agreement, or whether any statement in the Representations and Warranties Section of this Master Agreement is false or misleading, the parties deem the Acts of the Contractor Parties to be the Acts of the Contractor itself, as if the Contractor itself was the subject of the Acts which the Purchasing Entity considers in determining if there was a Breach, or an instance of false or misleading statements, or both.
- e. The written notice of the Breach may include an effective Termination date. If the identified Breach is not remedied by the stated Termination date, unless otherwise modified by the Non-breaching Party in writing before such date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Termination date, then the Non-breaching Party shall provide the Breaching Party no less than twenty-four (24) hours' prior written notice before terminating this Master Agreement.
- f. Notwithstanding any provisions in this Master Agreement, the Lead State may terminate this Master Agreement with no Remedy Period for Contractor's Breach or violation of any of the representations or warranties in this Master Agreement and revoke any consent to assignments given as if the assignments had never been requested or consented to, without liability to Contractor or Contractor Parties or any third party. Termination under this Breach section is subject to the provisions of the Termination Section of this Master Agreement. In case of such revocation or Termination, the Purchasing Entity will have no liability or responsibility to Contractor or Contractor Parties or any third party, or any of them, resulting from the Termination or revocation.
- g. None of the Lead State's rights under this Breach Section diminishes the Lead State's rights under the Termination Section of this Master Agreement.

23. Termination

- a. Notwithstanding any provisions in this Master Agreement, the Lead State, through a duly authorized employee, may Terminate this Master Agreement whenever the Lead State makes a written determination that such Termination is in the best interests of the Lead State. The Lead State shall notify the Contractor in writing of Termination pursuant to this Section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under this Master Agreement prior to such date.
- b. Notwithstanding any provisions in this Master Agreement, either party, through a duly authorized employee, may, after making a written determination that the other party has Breached this Master Agreement and has failed to remedy the Breach, Terminate this Master Agreement in accordance with the Breach Section of this Master Agreement.
- c. Notices of Termination must be sent certified in accordance with the Notice Section of this Master Agreement. Upon receiving the Termination notice from the Lead State, the Contractor shall immediately modify or discontinue all Performance affected in accordance with the terms of the notice, undertake commercially reasonable efforts to mitigate any losses or damages and deliver to the Lead State or the Purchasing Entity (as directed in the notice) all Records. The Records are deemed to be the property of the State and the Contractor shall deliver them to the Lead State or the Purchasing Entity (as directed in the notice) no later than thirty (30) days after the Termination of this Master Agreement or fifteen (15) days after the Contractor receives a written request from the Lead State for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.

- d. Except for any work which the Lead State directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- e. The Purchasing Entity shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Purchasing Entity in accordance with Exhibit A, Deliverables Document or a SOW, as applicable, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Purchasing Entity will not tender to the Contractor any payments for anticipated or lost profits. Upon request by the Purchasing Entity, the Contractor shall assign to the Purchasing Entity, or any replacement contractor which the Purchasing Entity designates, all subcontracts, Purchase Orders and other commitments, deliver to the Purchasing Entity all Records and other information pertaining to its Performance, and remove from Purchasing Entity premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Lead State or the Purchasing Entity (as directed in the notice) may request.
- f. Upon Termination of this Master Agreement, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the Sections which survive Termination. All representations, warranties, agreements and rights of the parties under this Master Agreement shall survive such Termination to the extent not otherwise limited in this Master Agreement and without each one of them having to be specifically mentioned in this Master Agreement.
- g. Termination of this Master Agreement pursuant to this Section shall not be deemed to be a Breach of Master Agreement by the Lead State, a Participating Entity, or a Purchasing Entity.

24. Continued Performance

The Contractor and Contractor Parties shall continue to Perform their obligations under this Master Agreement while any dispute concerning this Master Agreement is being resolved.

25. Reserved

26. Setoff

A Purchasing Entity, in its sole discretion, may setoff and withhold (1) any costs or expenses including but not limited to costs or expenses such as overtime, that the Purchasing Entity incurs resulting from the Contractor's unexcused Breach under this Master Agreement and under any other agreement or arrangement that the Contractor has with the Purchasing Entity and (2) any other amounts of whatever nature that are due or may become due from the Purchasing Entity to the Contractor, against amounts otherwise due or that may become due to the Contractor under this Master Agreement, or under any other agreement or arrangement that the Contractor has with the Purchasing Entity. The Purchasing Entity's right of setoff and to withhold shall not be deemed to be the Purchasing Entity's exclusive remedy for the Contractor's or Contractor Parties' Breach of this Master Agreement, all of which shall survive any setoffs and withholdings by the Purchasing Entity.

27. Cross-Default

- a. If the Contractor or Contractor Parties Breach, default or in any way fail to Perform satisfactorily under this Master Agreement, then the Lead State may, in its sole discretion, without more and without any action whatsoever required of the Lead State, treat any such event as a breach, default or failure to perform under any or all other agreements or arrangements ("Other

Agreements”) that the Contractor or Contractor Parties have with the Lead State. Accordingly, the Lead State may then exercise at its sole option any and all of its rights or remedies provided for in this Master Agreement or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of the Lead State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Other Agreements.

- b. If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under any or all Other Agreements with the Lead State, then the Lead State may, in its sole discretion, without more and without any action whatsoever required of the Lead State, treat any such event as a breach, default or failure to Perform under the Master Agreement. Accordingly, the Lead State may then exercise at its sole option any and all of its rights or remedies provided for in the Other Agreements or this Master Agreement, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of the Lead State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to Perform under this Master Agreement.

28. Sovereign Immunity

The parties acknowledge and agree that nothing in this Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Contract. To the extent that this Section conflicts with any other Section, this Section shall govern.

29. Representations and Warranties

Contractor represents and warrants to the Lead State for itself and, as applicable, the Contractor Parties that:

- a. each is a duly and validly existing under the laws of each such entity's respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by this Master Agreement. Further, as appropriate, each has taken all necessary action to authorize the execution, delivery and Performance of this Master Agreement and have the power and authority to execute, deliver and Perform its obligations under this Master Agreement;
- b. each will comply with all applicable State and Federal laws and municipal ordinances in satisfying its obligations to the State under and pursuant to this Master Agreement, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics; Title 4a, Chapter 51 concerning State purchasing; and (3) Title 22a, Chapter 446c, section 22a-194a concerning the use of polystyrene foam;
- c. the execution, delivery and Performance of this Master Agreement will not violate, be in conflict with, result in a Breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
- d. each is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
- e. as applicable, each has not, within the three years preceding the Effective Date of this Master Agreement, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under this Master Agreement,

for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or Performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records or property, making false statements, or receiving stolen property;

- f. each is not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
- g. they have notified the Lead State in writing whether they have had any contracts with any governmental entity Terminated for cause within the three (3) years preceding the Effective Date;
- h. none has employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure this Master Agreement and it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Master Agreement or any assignments made in accordance with the terms of this Master Agreement;
- i. to the best of each entity's knowledge, there are no Claims involving Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under this Master Agreement;
- j. each shall disclose, to the best of its knowledge, to the State in writing any Claims involving it that would be required disclosure on Form 8-K of the Securities Exchange Act of 1934 no later than ten (10) calendar days after becoming aware or after it should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to the State, the ten (10) calendar days in the Section of this Master Agreement concerning disclosure of Contractor Parties litigation shall run consecutively with the ten (10) days provided for in this representation and warranty;
- k. each entity's participation in the Solicitation process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
- l. the proposal submitted by Contractor in response to the Solicitation was not made in connection or concert with any other person, entity or proposer, including any affiliate of the proposer, submitting a proposal for the same Solicitation, and is in all respects fair and without collusion or fraud;
- m. each is able to Perform under this Master Agreement using their own resources or the resources of a party who has not submitted a proposal;
- n. if Contractor does not have plenary authority to make the representations and warranties in this Section, as applicable, on behalf of Contractor Parties, then Contractor shall enter into a written contract with Contractor Parties, in which contract Contractor Parties shall make all of the applicable representations and warranties in this Section;
- o. each has paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut; they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- p. none owes unemployment compensation contributions;

- q. none is delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- r. all of each entity's vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- s. each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms of this Master Agreement and that all appropriate parties shall also provide, no later than fifteen (15) days after receiving a request from the Lead State or the Purchasing Entity, such information as the Lead State or the Purchasing Entity may require to evidence, in their sole determination, compliance with this Section;
- t. each either owns or has the authority to use all the Deliverables;
- u. to the best knowledge of Contractor, the Deliverables do not infringe or misappropriate any patent, copyright, trade secret or other intellectual property right of a third party;
- v. to the best knowledge of Contractor, the Purchasing Entity's use of any Deliverables in a manner consistent with this Master Agreement shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- w. if any party shall procure any Deliverables, they shall sublicense such Deliverables and that the Purchasing Entity shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Deliverables;
- x. each shall assign or otherwise transfer to the Purchasing Entity or afford the Purchasing Entity the full benefits of any manufacturer's warranty for the Deliverables, to the extent that such warranties are assignable or otherwise transferable to the Purchasing Entity; and
- y. The Services and the System shall conform to this Contract, the Specifications, Performance Criteria, Documentation and as applicable, the SOW and that the Deliverables shall be free from defects in material and workmanship and that Performance will be in good and workmanlike manner consistent with industry standards and practices. Contractor warrants that its agents and/or employees used in the Performance will be qualified to Perform.

30. Further Assurances

The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Master Agreement and which do not involve the vesting of rights or assumption of obligations other than those provided for in this Master Agreement, in order to give full effect to this Master Agreement and to carry out the intent of this Master Agreement.

31. Advertising

The Contractor shall not refer to sales to the Lead State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without the Lead State's prior written approval.

32. Contractor Changes

The Contractor shall notify the Lead State in writing no later than ten (10) days from the effective date of any change in:

- a. its certificate of incorporation or other organizational document;
- b. more than a controlling interest in the ownership of the Contractor; or
- c. the individual(s) in charge of the Performance.

This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the Performance. The Lead State, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to the Lead State's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of this Master Agreement. The Contractor shall deliver such documents to the Lead State in accordance with the terms of the Lead State's written request. The Lead State may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to Perform under this Master Agreement; the surviving Contractor Parties, as appropriate, must continue to Perform under this Master Agreement until Performance is fully completed.

33. Contractor Responsibility

- a. The Contractor shall be responsible for the entire Performance under this Master Agreement regardless of whether the Contractor itself Performs. The Contractor shall be the sole point of contact concerning the management of this Master Agreement, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of this Master Agreement.
- b. The Contractor shall exercise all reasonable care to avoid damage to a Purchasing Entity's property or to property being made ready for the Purchasing Entity's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the Purchasing Entity.

34. Continuity of Systems

- a. This Section is intended to comply with Conn. Gen. Stat. §4d-44. Nothing in this Section shall be construed to prevent Contractor from being paid for its Performance that is provided in accordance with this Master Agreement.
- b. Contractor acknowledges that the Deliverables, the Systems and associated Services are important to the function of a Purchasing Entity's operations and that they must continue without interruption. Pursuant to Conn. Gen. Stat. §4d-44, if the work under this Master Agreement, any subcontract, or amendment to either, is transferred back to a Purchasing Entity or to another contractor at any time for any reason, then Contractor shall cooperate fully with the Purchasing Entity, and do and Perform all acts and things that the Purchasing Entity deems to be necessary or appropriate, to ensure continuity of the Purchasing Entity's information system and telecommunication system facilities, equipment and Services so that there is no disruption or interruption in Performance as required or permitted in this Contract. Contractor shall not enter into any subcontract for any part of the Performance under this Master Agreement without approval of such subcontract by the Lead State, as required by Conn. Gen. Stat. §4d-32 and without such subcontract including a provision that obligates the subcontractor to comply fully with Conn. Gen. Stat. §4d-44 as if the subcontractor were in fact the Contractor. Contractor shall make a full and complete disclosure of and delivery to the Purchasing Entity or its

representatives of all Records and "Public Records," as that term is defined in Conn. Gen. Stat. §4d-33 in whatever form they exist or are stored and maintained and wherever located, directly or indirectly concerning this Master Agreement.

- c. The parties shall follow the below applicable and respective procedures in order to ensure the orderly transfer to Purchasing Entity:

1. Facilities and Equipment:

Unless a shorter period is necessary or appropriate to ensure compliance with Conn. Gen. Stat. §4d-44, in which case that shorter period shall apply, Contractor shall deliver F.O.B. to the location specified by the Purchasing Entity, all Deliverables, Systems, facilities and equipment related to or arising out of this Master Agreement, subcontract or amendment, (other than any of the Deliverables, Systems, facilities or equipment in which Contractor has title under this Master Agreement) no later than ten (10) days from the date that the work under this Master Agreement is transferred back to the Purchasing Entity or to another contractor for any reason. Contractor shall deliver the Deliverables, Systems, facilities or equipment to the Purchasing Entity, during the Purchasing Entity's business hours, in good working order and in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, Contractor shall also deliver all related operation manuals and other Documentation in whatever form they exist and a list of all related passwords and security codes;

2. Software Deliverables created or modified pursuant to this Master Agreement, subcontract or amendment: Unless a shorter period is necessary or appropriate to ensure compliance with Conn. Gen. Stat. §4d-44, in which case that shorter period shall apply, Contractor shall deliver F.O.B. to the location specified by the Purchasing Entity, all Deliverables, Materials and Systems, no later than 10 days from the date that the work under the SOW or this Master Agreement is transferred back to the Purchasing Entity or to another contractor for any reason. Contractor shall deliver such Deliverables, Materials and Systems to the Purchasing Entity, during the Purchasing Entity's Business Hours, in good working order, and if the Purchasing Entity's equipment shall be delivered, in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, Contractor shall also deliver all Deliverable-related operation manuals and other Documentation in whatever form they exist, if delivery of such manuals and documentation is required by this Master Agreement or the SOW for such Deliverable, and a list of all Deliverable passwords and security codes; and

3. Public Records, as defined in Conn. Gen. Stat. §4d-33, which Contractor or Contractor Parties possess or create pursuant to this Master Agreement, subcontract or amendment: Unless a shorter period is necessary or appropriate to ensure compliance with Conn. Gen. Stat. §4d-44, in which case that shorter period shall apply, Contractor shall deliver F.O.B. to the location specified by the Purchasing Entity, all Public Records created or modified pursuant to this Master Agreement, any SOW, subcontract or amendment and requested in writing by the Purchasing Entity (provided that Contractor may redact confidential information of Contractor, its personnel or third parties to the extent permitted by applicable law) no later than the latter of (1) the time specified in the section in this Master Agreement concerning Termination for the return of Public Records and (2) ten (10) days from the date that the work under the Master Agreement or SOW is transferred back to the Purchasing Entity or to another contractor for any reason. Contractor shall deliver to the Purchasing Entity during the Purchasing Entity's Business Hours those Public Records in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or TXT. Contractor shall deliver to the Purchasing Entity, during the Purchasing Entity's business hours, those Public Records and a list of all applicable passwords and security codes, all in appropriately protective packaging to ensure delivery without damage.

- d. If Contractor employs former Purchasing Entity employees, Contractor shall facilitate the

exercising of any reemployment rights that such Purchasing Entity employees may have with the Purchasing Entity, including, but not limited to, affording them all reasonable opportunities during the workday to interview for Purchasing Entity jobs. Contractor shall include language similar to this Section in all of its contracts with its subcontractors and applicable Contractor Parties so that they are similarly obligated.

35. Security and/or Property Entrance Policies and Procedures

Contractor shall adhere to established security and/or property entrance policies and procedures for each Purchasing Entity. It is the responsibility of Contractor to understand and adhere to the Purchasing Entity's policies and procedures prior to entering the Purchasing Entity Site to Perform under this Master Agreement.

36. Disclosure of Contractor Parties Litigation

Contractor shall require that all Contractor Parties, as appropriate, disclose in writing to Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under this Master Agreement, no later than ten (10) calendar days after becoming aware of or after they should have become aware of any such Claims.

37. Protection of Confidential Information

- a. Contractor and Contractor Parties have a duty to and shall, at their own expense, protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with the highest current industry standards and best practices, as they may be amended from time to time.
- b. Contractor and all Contractor Parties shall develop, implement and maintain a comprehensive written information security policy for the protection of Confidential Information that meets or exceeds current industry standards and best practices as they may be amended from time to time. The safeguards contained in the written information security policy must meet or exceed the standards for the protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and State law and in written policy of the Purchasing Entity, Participating Entity, or the Lead State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 1. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 2. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept and an auditable electronic system of logging and tracking the viewing, accessing or both of Confidential Information;
 3. A process for reviewing policies and security measures at least annually;
 4. Creating secure access controls to Confidential Information, including but not limited to passwords; and
 5. Encrypting of Confidential Information that is stored on laptops, portable devices and storage media or that is being transmitted electronically.
- c. Contractor and Contractor Parties shall notify the Lead State, the Purchasing Entity, and the

Connecticut Office of the Attorney General as soon as practical, but no later than the next Business Day, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred which, in the sole opinion of the Purchasing Entity, after consultation with the Lead State's Attorney General, constitutes a breach of security as defined in Connecticut General Statutes, § 36a-701b, or otherwise (Breach), the Contractor shall, within three (3) Business Days after the notification, present a credit monitoring and protection plan to the Commissioner of the Lead State, the Purchasing Entity, and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring and protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to, reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the Lead State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Breach. Neither Contractor's nor any Contractor Party's costs and expenses for the credit monitoring and protection plan shall be recoverable from the Lead State, Participating Entity, Purchasing Entity, or any affected individuals and shall be outside of any liability cap or limitation contained in this Master Agreement.

- d. Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- e. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to the provisions of this Master Agreement concerning the obligations of the Contractor to the Purchasing Entity, Participating Entity, or DAS.

38. Confidentiality; Non-Disclosure

The Purchasing Entity shall exercise at least the same degree of care to safeguard any trade secrets or confidential information of Contractor as the Purchasing Entity does its own property of a similar nature and shall take reasonable steps to ensure that neither the confidential information of Contractor nor any part of it will be disclosed for reasons other than its own business interests. Such prohibition on disclosures does not apply to disclosures by the Purchasing Entity to its employees, agents or representatives, provided such disclosures are reasonably necessary to the Purchasing Entity's use of the Deliverable, and provided further that the Purchasing Entity will take all reasonable steps to ensure that the Deliverable is not disclosed by such parties in contravention of this Master Agreement. The Purchasing Entity's performance of the requirements of this Section shall be subject to open records laws and the State of Connecticut Freedom of Information Act ("FOIA"), as applicable.

All Records, Purchasing Entity Data, and any Data owned by the Purchasing Entity in any form, in the possession of the Contractor or Contractor Parties, whether uploaded, collected, stored, held, hosted, located or utilized by Contractor and Contractor Parties directly or indirectly, must remain within the continental United States.

39. Contractor's Obligation to Notify the Lead State Concerning Public Records

In accordance with Conn. Gen. Stat. § 4d-38, if the Contractor or Contractor Parties learn of any violation of the provisions of Conn. Gen. Stat. §§ 4d-36 or 4d-37 they shall, no later than seven calendar days after learning of such violation, notify the Chief Information Officer of such violation.

40. General Assembly Access to Records

In accordance with Conn. Gen. Stat. § 4d-40, the Joint Committee on Legislative Management and each nonpartisan office of the General Assembly shall continue to have access to the Lead State records that is not less than the access that said committee and such offices have on July 1, 1997.

41. Profiting from Public Records

In accordance with Conn. Gen. Stat. § 4d-37, neither Contractor nor Contractor Parties shall sell, market or otherwise profit from the disclosure or use of any public records which are in their possession pursuant to this Master Agreement or any contract, subcontract or amendment to a contract or subcontract, except as authorized in this Master Agreement. For purposes of this Section, "public records" shall have the meaning set forth in Conn. Gen. Stat. § 1-200, as it may be modified from time to time.

42. Application of FOIA to Public Records Provided to Contractor

In accordance with Conn. Gen. Stat. § 4d-35, any public record which a state agency provides to Contractor or Contractor Parties shall remain a public record for the purposes of subsection (a) of Conn. Gen. Stat. § 1-210 and as to such public records, the State, Contractor and Contractor Parties shall have a joint and several obligation to comply with the obligations of the state agency under the Freedom of Information Act (FOIA), as defined in Conn. Gen. Stat. § 1-200, provided that the determination of whether or not to disclose a particular record or type of record shall be made by such state agency.

43. Ownership Rights and Integrity of Public Records

In accordance with Conn. Gen. Stat. § 4d-34, (a) neither Contractor nor Contractor Parties shall have any Title in or to (1) any public records which the Contractor or Contractor Parties possess, modify or create pursuant to a contract, subcontract or amendment to a contract or subcontract, or (2) any modifications by such contractor, subcontractor, employee or agent to such public records; (b) neither Contractor nor Contractor Parties shall impair the integrity of any public records which they possess or create; and (c) public records which Contractor or Contractor Parties possess, modify or create pursuant to this Master Agreement or other contract, subcontract or amendment to a contract or subcontract shall at all times and for all purposes remain the property of the State. For purposes of this Section, "public records" shall have the meaning set forth in Conn. Gen. Stat. § 4-33, as it may be modified from time to time.

44. Nondisclosure of Public Records

In accordance with Conn. Gen. Stat. § 4d-36, neither Contractor nor Contractor Parties shall disclose to the public any public records (a) which they possess, modify or create pursuant to this Master Agreement or any contract, subcontract or amendment to a contract or subcontract and (b) that a state agency (1) is prohibited from disclosing pursuant to state or federal law in all cases, (2) may disclose pursuant to state or federal law only to certain entities or individuals or under certain conditions or (3) may withhold from disclosure pursuant to state or federal law. This provision shall not be construed to prohibit the Contractor from disclosing such public records to any Contractor Parties to carry out the purposes of its subcontract. For purposes of this section, "public records" shall have the meaning set forth in Conn. Gen. Stat. § 1-200, as it may be modified from time to time.

45. Audit and Inspection of Plants, Places of Business and Records

- a. The Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents (each an "Auditing Entity"), may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor

Parties' plants and places of business which, in any way, are related to, or involved in, the Performance of this Master Agreement and associated Participating Addenda and Orders.

- b. Contractor shall maintain, and shall require each Contractor Party to maintain, accurate and complete Records. Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the Auditing Entity.
- c. The Auditing Entity shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty- four (24) hours' notice prior to the requested audit and inspection date. If the Auditing Entity suspects fraud or other abuse, or in the event of an emergency, the Auditing Entity is not obligated to provide any prior notice.
- d. Contractor shall pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the Auditing Entity, is sufficient to constitute a Breach by the Contractor under this Master Agreement. The Contractor will remit full payment to the Auditing Entity for such audit or inspection no later than 30 days after receiving an invoice from the State. If the Auditing Entity does not receive payment within such time, the Auditing Entity may setoff the amount from any moneys which the Auditing Entity would otherwise be obligated to pay the Contractor in accordance with this Master Agreement.
- e. Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until six (6) years after the latter of (1) final payment for any Order placed under this Master Agreement, or (2) the expiration or earlier termination of this Master Agreement, as the same may be modified for any reason. An Auditing Entity may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- f. Contractor shall cooperate fully with the Auditing Entity and its agents in connection with an audit or inspection. Following any audit or inspection, the Auditing Entity may conduct and the Contractor shall cooperate with an exit conference.
- g. Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

46. Audit Requirements for Recipients of State Financial Assistance

For purposes of this paragraph, the word "Contractor" shall be deemed to mean "nonstate entity," as that term is defined in section 4-230 of the Connecticut General Statutes. The Contractor shall provide for an annual financial audit acceptable to the Lead State for any expenditure of Lead State awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Contractor shall comply with federal and Lead State single audit standards as applicable.

47. Indemnification

- a. Contractor shall indemnify, defend and hold harmless the Lead State, Participating Entities, Purchasing Entities, NASPO, and its officers, representatives, agents, servants, employees, successors and assigns (each an "Indemnified Party") from and against any and all (1) Claims arising, directly or indirectly, in connection with this Master Agreement for the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or this Master Agreement. Contractor shall use counsel reasonably acceptable to the Indemnified Party in

carrying out its obligations under this Section. Contractor's obligations under this Section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or non-copyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

- b. Contractor shall not be responsible for indemnifying, defending or holding the Indemnified Party harmless from any liability arising due to the negligence of the Indemnified Party or any third party acting under the direct control or supervision of the Indemnified Party.
- c. Contractor shall reimburse the Indemnified Party for any and all damages to the real or personal property of the Indemnified Party caused by the Acts of Contractor or any Contractor Parties. The Indemnified Party shall give Contractor reasonable notice of any such Claims.
- d. Contractor's duties under this Section shall remain fully in effect and binding in accordance with the terms of this Master Agreement, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims or where the Indemnified Party is alleged or is found to have contributed to the Acts giving rise to the Claims or both.
- e. Contractor shall carry and maintain at all times during the Term of this Master Agreement, and during the time that any provisions survive the Term of this Master Agreement, sufficient commercial general liability insurance to satisfy its obligations under this Master Agreement.
- f. This Section shall survive the Termination of this Master Agreement and shall not be limited by reason of any insurance coverage. Unless otherwise set forth herein, this Section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement

48. Forum and Choice of Law

- a. Notwithstanding the other provisions of this of this Forum and Choice of Law Section, the parties deem this Master Agreement to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of this Master Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the Lead State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
- b. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.
- c. If a Claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for Claims relating to the procurement, evaluation, award, or contract performance or

administration if the Lead State is a party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

49. Assignment

The Contractor shall not assign any of its rights or obligations under this Master Agreement, voluntarily or otherwise, in any manner without the prior written consent of the Lead State. The Lead State may void any purported assignment in violation of this Section and declare the Contractor in breach of Master Agreement. Any Termination by the Lead State for a breach is without prejudice to the Lead State's or a Participating Entity or Purchasing Entity's rights or possible Claims.

50. Americans with Disabilities Act

Contractor represents that it is familiar with the terms of the Americans with Disabilities Act, 42 U.S.C. §§12101 et seq, and that it is in compliance with the law. Failure of Contractor to satisfy this standard either now or during the Term as it may be amended will render this Master Agreement voidable at the option of the State upon notice to Contractor. Contractor warrants that it will hold the State harmless from any liability that may be imposed upon the State as a result of any failure of Contractor to be in compliance with the Americans with Disabilities Act.

51. Executive Orders and Other Enactments

- a. All references in this Master Agreement to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Master Agreement at any time during its term, or that may be made applicable to the Master Agreement during its Term. This Master Agreement shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. At the Contractor's request, the Lead State, Participating Entity, or Purchasing Entity shall provide a copy of these Enactments to the Contractor. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Master Agreement if it chooses to contest the applicability of the Enactments or the Lead State, Participating Entity, or Purchasing Entity's authority to require compliance with the Enactments.
- b. This Master Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Master Agreement as if they had been fully set forth in it.
- c. This Master Agreement may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Master Agreement as if fully set forth in it.

52. Whistleblower Provision

This Master Agreement may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or

quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of such statute, Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty percent of the value of this Master Agreement. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

53. Summary of State Ethics Laws

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the Lead State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Master Agreement as if the summary had been fully set forth in this Master Agreement; (b) the Contractor represents that the chief executive officer or authorized signatory of the Master Agreement and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for Termination of the Master Agreement; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

54. Force Majeure

- a. The parties shall not be excused from their respective Master Agreement obligations except in the case of Force Majeure Events and as otherwise provided for in this Master Agreement.
- b. If a Force Majeure Event prevents a party from complying with any obligation or satisfying any conditions under this Master Agreement, then that failure to comply will not constitute a Breach if (A) that party uses reasonable efforts to comply; (B) that party's failure to comply is not due to its failure to (i) take reasonable measures to protect itself against Force Majeure Events or (ii) develop and maintain a reasonable contingency plan to respond to Force Majeure Events; and (C) that party complies with its obligations under subsection (c) of this Section.
- c. If a Force Majeure Event occurs, then the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on its obligations under this Master Agreement, and how long the noncomplying party expects the noncompliance to last. Thereafter, the noncomplying party shall update that information as reasonably necessary, or as the other party may reasonably request, whichever is more frequent. During a Force Majeure Event, the noncomplying party shall use reasonable efforts to limit damages to the other party and to resume complying with its Performance and obligations under this Master Agreement.
- d. Failure to provide written notice of any Force Majeure Event as soon as the failing party becomes aware of it, or failure by the other party to Act in response to the notice, does not excuse any delays or failures in Performance or obligations.

55. Notice

- a. All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Master Agreement (for the purpose of this Section collectively called "Notices") shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to DAS:

State of Connecticut Department of Administrative Services
Procurement Division
450 Columbus Boulevard, Suite 1202
Hartford, CT 06103

Attention: Michael Baczewski

If to the Contractor:

Sentinel Offender Services, LLC
1290 N Hancock Street, Ste 103
Anaheim, Ca 92807

Attention: Leo Carson, Vice President Strategic Sales

- b. Details regarding invoices and all technical or day-to-day administrative matters pertaining to this Master Agreement shall be directed to:

Purchasing Entity: The individual specified in the applicable Purchase Order.

Contractor: The individual designated by Contractor in the response to the Solicitation or as the Contractor may otherwise designate in writing to the Purchasing Entity.

56. Headings

The headings given to the Sections in this Master Agreement are inserted only for convenience and are in no way to be construed as part of this Master Agreement or as a limitation of the scope of the particular Section to which the heading refers.

57. Number and Gender

Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.

58. Amendments, Supremacy, Entirety of Master Agreement

No amendment to or modification of this Master Agreement shall be valid or binding unless made in writing, signed by the parties and, if applicable, approved by the Connecticut Attorney General. Any and all Purchase Orders, Statements of Work or other documents authorized in connection with this Master Agreement shall be subject to the terms of this Master Agreement. Any additional terms within any such Purchase Order, SOW, or other document that contradict the terms of this Master Agreement shall have no force or effect and shall in no way affect, change or modify any of the terms of this Master Agreement. This Master Agreement contains the complete and exclusive statement of the terms agreed to by the parties.

59. Severability

If any term or provision of this Master Agreement or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of this Master Agreement or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of this Master Agreement shall be valid and enforced to the fullest extent possible by law.

60. Risk of Loss and Insurance

The Purchasing Entity shall not be liable to Contractor for any risk of Deliverable loss or damage while Deliverables are in transit, or while in the Purchasing Entity's possession, except when such loss or damage is due directly to the Purchasing Entity's negligence or intentional misconduct. Nothing in this Section is intended nor shall it be construed, in any manner, as waiving or compromising the sovereign immunity of the Purchasing Entity.

The insurance required by this Section shall be on such forms, and contain such endorsements and terms, as shall be acceptable to the Lead State. Contractor agrees to purchase extended reporting period coverage for a period of three (3) years for claims that are made (filed) after the cancellation or expiration date of the policy.

Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the Term of this Master Agreement, the insurance described below. Contractor shall assume any and all deductibles in the described insurance policies. The Contractor's insurers shall have no right of recovery or subrogation against the State and the described Contractor's insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.

Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within twenty (20) Business Days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

Contractor shall provide to Participating Entities the same insurance obligations and documentation as those specified in this section, except the endorsement is provided to the applicable Participating Entity. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement.

a. Commercial General Liability

Throughout the Term and during the time that any provisions survive the Term, Contractor shall maintain, at Contractor's sole cost and expense, a policy or policies of commercial general liability insurance, including contractual liability coverage, in an amount not less than \$1,000,000 for all damages arising out of bodily injuries to, or death of, all persons and injuries to

or destruction of property, in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of \$2,000,000 per occurrence for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property per policy period. The Contractor shall cause the State and its officers, agents, and employees to be named as an additional insured on the policy and shall provide (1) a certificate of insurance (2) the declaration page and (3) the additional insured endorsement to the policy to the Lead State all in an electronic format acceptable to the Lead State prior to the Effective Date evidencing such coverage. The Contractor shall not begin Performance until the delivery of these 3 documents to the Lead State. Contractor shall provide an annual electronic update of the 3 documents to the Lead State on or before each anniversary of the Effective Date during the Term. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State is contributorily negligent, but only for that portion of the negligence attributable to the Contractor and not for that portion of the negligence attributable to the State.

b. Automobile Liability

\$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage extends to owned, hired and non-owned automobiles. If the Contractor does not own an automobile, but one is used in the execution of this Master Agreement, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of this Master Agreement, then automobile coverage is not required.

c. Workers' Compensation and Employer's Liability

Contractor shall maintain Worker's Compensation and Employer's Liability insurance in compliance with the laws of the state of Connecticut, which coverage shall include Employer's Liability coverage with minimum limits of \$100,000 for each accident, \$500,000 for disease, and \$100,000 for each employee, per policy period, or as otherwise required by the laws of the applicable Participating Entity or Purchasing Entity.

d. Excess / Umbrella Liability

Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.

e. Information Security Privacy

Throughout the Term, Contractor shall carry, at Contractor's sole cost and expense, an information security and privacy Insurance policy with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 annual aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Master Agreement and shall include, but not limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including infringement of copyright, trademark, trade dress, invasion of privacy violations information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

f. Professional Liability

During the Term, and for a period of three (3) years thereafter, the Contractor shall carry Professional Liability Insurance in the amount of \$5,000,000 per Claim and Annual Aggregate. Contractor shall provide the State a certificate of insurance evidencing such Professional Liability Insurance coverage upon written request on an annual basis and shall not begin Performance until such a certificate has been provided to the Purchasing Entity.

61. Chief Information Officer Approval of Subcontractors

In accordance with Conn. Gen. Stat. § 4d-32, Contractor shall not award a subcontract for work under this Master Agreement without having first obtained the written approval of the Chief Information Officer of the Department of Administrative Services or their designee of the selection of the subcontractor and of the provisions of the subcontract.

62. References to Statutes, Public Acts, Regulations, Codes and Executive Orders

All references in this Master Agreement to any statute, public act, regulation, code or executive order shall mean such statute, public act, regulation, code or executive order, respectively, as it has been amended, replaced or superseded at any time. Notwithstanding any language in this Master Agreement that relates to such statute, public act, regulation, code or executive order, and notwithstanding a lack of a formal amendment to this Master Agreement, this Master Agreement shall always be read and interpreted as if it contained the most current and applicable wording and requirements of such statute, public act, regulation, code or executive order as if their most current language had been used in and requirements incorporated into this Master Agreement at the time of its execution.

63. Large State Contract Representation for Contractor

Pursuant to Conn. Gen. Stat. § 4-252 and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

- (1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
- (2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
- (3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.

64. Large State Contract Representation for Official or Employee of State Agency

Pursuant to Conn. Gen. Stat. § 4-252 and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

65. Reserved.

66. Consulting Agreements Representation

Pursuant to Conn. Gen. Stat. § 4a-81, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in Conn. Gen. Stat. § 53a-157b, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of Conn. Gen. Stat. §4a-81.

Consultant's Name and Title	Name of Firm (if applicable)
Start Date	End Date
	Cost

The basic terms of the consulting agreement are:

Description of services provided:

Is the consultant a former State employee or former public official? ☐ YES ☐ NO

If YES: _____
Name of Former State Agency

Termination Date of Employment

The parties are executing this Master Agreement on the date below their respective signatures.

Sentinel Offender Services, LLC

BY: **Signature on file**

Name: Dennis Fuller

Title: Chief Financial Officer
Duly Authorized

Date: 12/14/2023

STATE OF CONNECTICUT

Department of Administrative Services

Solely for the purposes of acting in its capacity as the Lead State, thereby enabling states, other entities and the Lead State to contract using this Master Agreement, by executing a Participating Addendum.

Signature on file

BY:

Name: Mark Raymond

Title: Chief Information Officer
Duly Authorized

Date: 12/14/2023

MASTER AGREEMENT #: 22PSX0021
EXHIBIT A
DELIVERABLES DOCUMENT

I. Scope of Deliverables:

Contractor Deliverables, all as listed in Exhibit B, Price Schedule, shall include:

1. Real time electronic monitoring of home confinement 24 hours per day, 7 days per week, and 365 days per year ("24/7/365").
2. System implementation, integration, configuration, validation and deployment of the Licensed Software within a Hosting Environment and Hosting Services for radio frequency monitoring ("RF"), alcohol monitoring ("AM") and global positioning system ("GPS") satellite monitoring. Contractor shall provide Licensed Software for Purchasing Entity authorized Users.
3. Hardware including bracelet device, ankle device, receiver ("base station" or "beacon"), GPS device and associated accessories.
4. Preventative Maintenance and Support of Hardware:
 - A. For RF, preventative maintenance and support of RF Patrol landline bracelet and landline receiver and RF Patrol cellular bracelet and cellular receiver, including repair and replacement of hardware in the event of failure resulting from normal wear and tear.
 - B. For AM, preventative maintenance and support of Breath Alcohol/Real-Time device and charger, SCRAM Remote Breath Pro and charger, and SCRAM CAM bracelet and CAM wireless base station or CAM landline base station including repair and replacement of hardware in the event of failure resulting from normal wear and tear.
 - C. For GPS satellite monitoring, preventative maintenance, and support of OM Series inclusive of GPS device, charger, backplate, standard reusable strap, 10 pin sets and OM500 and beacon including repair and replacement of hardware in the event of failure resulting from normal wear and tear.
5. Lost, Damaged, Stolen Hardware Surplus Replacement for Lease Option for RF, AM and GPS satellite monitoring:

Contractor shall provide Purchasing Entity a 5% annual allowance for lost, damaged or stolen hardware.
6. Surplus Hardware Allowance for RF, AM and GPS satellite monitoring:

Contractor shall provide Purchasing Entity a 15% allowance for on-Site spare hardware.
7. Optional increase of on-Site spare hardware allowance to 25% for RF, AM and GPS satellite monitoring:

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Contractor shall provide Purchasing Entity a 25% allowance for on-Site spare hardware.

8. Optional increase of on-Site spare hardware allowance to 30% for RF, AM and GPS satellite monitoring:

Contractor shall provide Purchasing Entity a 30% allowance for on-Site spare hardware.

9. Optional Direct Offender Billing Service for RF, AM and GPS satellite monitoring:

Contractor shall provide direct offender billing service as instructed by Purchasing Entity.

10. Optional Spot Check Smartphone Check-in and Video Call Service for RF, AM or and GPS satellite monitoring:

- A. Contractor shall provide Spot Check Smartphone Check-in and Video Call Service based on a minimum of 25 offenders making daily check-ins, weekly interviews and 1 video call to Purchasing Entity User per month as instructed by Purchasing Entity.
- B. If an offender is serviced under more than one monitoring category, for example, AM and GPS satellite monitoring, Contractor shall only bill Purchasing Entity one time for this service.

11. Optional Random/Scheduled Tracking Services for RF only:

Contractor shall provide ShadowVoice and/or ShadowInteractive Module, ShadowLocate Module, and/or Shadow Interactive Module, ShadowLocate Module and ShadowView Module as instructed by Purchasing Entity.

12. Optional Live Monitoring Services, 24/7/365:

- A. For RF and AM, Contractor shall provide closed-loop notification, escalating notification, offender curfew and hardware status alert reports by fax or telephone, verbal notification made by Contractor monitoring center staff to Purchasing Entity User or Purchasing Entity authorized offender, outbound calls to offenders, outbound calls to both Purchasing Entity and offenders as instructed by Purchasing Entity.
- B. For GPS satellite monitoring, Contractor shall provide closed-loop notification, escalating notification, offender curfew and hardware status alert reports by fax or telephone, verbal notification made by Contractor monitoring center staff to Purchasing Entity User or Purchasing Entity authorized offender, outbound calls to offenders, outbound calls to both Purchasing Entity and offenders and analytics (point pattern analysis,

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event detection) and victim notification services (manual notification) as instructed by Purchasing Entity.

13. Optional Direct Offender Billing Service for RF, AM and GPS satellite monitoring:

Contractor shall provide direct offender billing service as instructed by Purchasing Entity.

14. Optional Offender Hardware Installation, and Removal Services for RF, AM and GPS satellite monitoring:

Contractor shall provide offender hardware installation and removal services as instructed by Purchasing Entity.

15. Optional Offender and Victim OM Series GPS for Optional Mobile Exclusion Zone Domestic Violence Program for GPS satellite monitoring only:

Contractor shall provide OM Series GPS for optional mobile exclusion zone domestic violence program as instructed by Purchasing Entity.

16. Optional Victim Smartphone Application for GPS satellite monitoring only:

Contractor shall provide the victim smartphone application as instructed by Purchasing Entity.

17. Optional Automated Monitoring for Purchased OM500 Device and Purchased Beacon for GPS satellite monitoring only:

Contractor shall provide automated monitoring for a purchased OM500 device and purchased beacon as instructed by the Purchasing Entity.

18. System maintenance and support in accordance with Exhibit C, Service Level Agreement and Maintenance and Support.

19. Contractor shall deliver a System that must:

- A.** Be minimally obstructive to offenders' daily lives with Goods, Services and Systems that do not interfere with the offender's ability to seek, including but not limited to, employment or education.
- B.** In real time, restrict offender to the geofenced area(s) established by the Purchasing Entity, which may include but not be limited to, a range of 35 to 150 linear feet of the offender's home and/or residence and be able to report to the Purchasing Entity the location of offender outside any structure and/or building.

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- C.** In real time, track and record time and collect and store offender GPS location points at a frequency not less than once every minute.
- D.** Comply with Participating Entity's directive and timeline for installing or removing all Goods and/or turning off offender monitoring.
- E.** Incorporate best-in class functionality related to charging capabilities, connectivity flexibility, tampering resistance, offender fit and feel and water resistance as approved by the Purchasing Entity. Contractor shall provide Upgrades as they become available at no additional cost to the Participating Entity.
- F.** Include Goods in new, clean, damage free, and operative order. Contractor shall not propose or deliver as part of any Deliverables remanufactured or refurbished Goods. Goods delivered must comply with the electronic surveillance and/or monitoring standards set by the U.S. Department of Justice, including, without limitation, Goods must be:
 - i.** Able to operate in active, passive and hybrid modes.
 - ii.** Capable of being worn on the offender's ankle.
 - iii.** Water resistant.
 - iv.** Hypoallergenic and not pose a safety risk or hazard to the offender wearing the Good(s).
 - v.** Easily attached to and removed from the offender by Purchasing Entity or Contractor in less than 10 minutes.
 - vi.** Shock-proof.
 - vii.** Connect to the Contractor's System through a cellular network.
 - viii.** Configurable to utilize multiple cellular towers within the Participating Entity and/or Purchasing Entity jurisdiction(s) for optimum offender location tracking service coverage.
 - ix.** Supplied with a rechargeable battery that operates on standard 110-volt household current and can maintain a charge for a minimum of 16 hours.
 - x.** Supplied with the functionality for Participating Entity to communicate with the offender using at least the following capabilities: voice, text, tone, vibration, light and liquid crystal display.

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- G.** Allow Users of a Purchasing Entity to digitally track, monitor, receive real-time offender violation alert notifications and restrict offender travel within a designated area, as determined by the Purchasing Entity.
- H.** Allow Purchasing Entity to enroll offender pursuant to court order, remove offender from database, modify Purchasing Entity Data, generate reports, add notes, and otherwise perform offender case management activities by fax, email, web-based and/or telephone.
- I.** Generate and make available 24/7/365 offender digital activity reports in a format approved by Purchasing Entity. Offender digital activity reports must include, without limitation:
 - i.** Offender missed calls and/or notifications from the Contractor and/or Purchasing Entity.
 - ii.** Offender non-compliance with Purchasing Entity determined offender curfew(s).
 - iii.** Offender location including inclusion and exclusion zone violations.
 - iv.** Malfunctions of devices used by offender.
 - v.** Offender tampering.
 - vi.** Detection of low power or battery for Goods used by offender.
- J.** Include customizable System notification functionality including immediate and next calendar day notifications via secure email, phone voice message, and cellular text message.
- K.** Include monitoring center(s) with an uninterruptible power supply, located within the continental United States and equipped with redundant internet and telephone connectivity and inventorying of Goods as required by the Purchasing Entity pursuant to the Participating Entity's PA.
- L.** If Contractor is authorized by a Purchasing Entity to invoice offender(s) directly, allow Contractor to establish, in writing with the Purchasing Entity, the fee schedule including but not limited to any late fees incurred by offender(s) for insufficient payment.
- M.** Provide that all monitoring Service(s) are staffed by Contractor Parties and operate continuously, 24/7/365.
- N.** Provide that all Contractor Parties Performing Services shall be Original Equipment Manufacturer ("OEM") trained and shall effectively and

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efficiently deliver technical assistance to Purchasing Entity and offenders, as applicable.

- O.** Provide that Contractor and Contractor Parties Performing monitoring centers shall be fully trained in the System functionality including the Goods and monitoring services delivered to the Purchasing Entity and used by the offender.
- P.** Comply with all applicable local, state, and federal policies, regulations, and laws including but not limited to; the U.S. Department of Justice, the Federal Communication Commission (“FCC”) and the National Institute of Standards and Technology (“NIST”) including NIST 800-53 or most current NIST directive. Contractor Deliverables shall comply with all new state federal and local regulations, policies and/or laws at no additional expense to the Purchasing Entity.
- Q.** Comply with Purchasing Entity’s requirements for electronic monitoring systems and technology.

II. Licensing, Permits and Certificates:

Prior to Performance, Contractor shall obtain, at no additional cost to the Purchasing Entity, all applicable permits, licenses, and certificates. Contractor shall furnish all applicable permits, licenses and/or certificates to the Purchasing Entity upon request.

III. Needs Assessment:

Upon Participating Entity’s or Purchasing Entity’s request and prior to the issuance of a PA, SOW and/or Purchase Order, Contractor shall:

- 1.** At no cost, schedule a mutually agreed to date and time to conduct an initial needs assessment (“Needs Assessment Meeting”) to assist a Participating Entity or Purchasing Entity.
- 2.** During the Needs Assessment Meeting, Contractor shall assess and identify Deliverables System needs, to satisfy Participating Entity’s or Purchasing Entity’s need.
- 3.** Upon the completion of the Needs Assessment Meeting, Participating Entity or Purchasing Entity may require Contractor to provide a summary of the Deliverables to be incorporated in the PA or SOW, as applicable.

IV. SOW Guidelines for Purchasing Entities:

Unless otherwise required by the Purchasing Entity, the SOW must include, without limitation:

- 1.** Project Objectives: a summary of the Purchasing Entity’s project.

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2. Scope of Services: the specific Deliverables, Acceptance Criteria for each Deliverable, Performance Criteria, and Service requirements, as applicable.
3. Deliverable Implementation Schedule: the specific timeline and implementation for each Deliverable.
4. Cost, pursuant to Exhibit B, Price Schedules.
5. Services and associated Deliverables, as identified by Contractor in collaboration with the Purchasing Entity, including but not limited to:

A. Project Management:

Tasks within project management may include, but are not limited to:

- i. Project kick-off which may include virtual meetings, meetings in person or both; preparing and distributing kick-off materials, and distribution of any agenda, notes or minutes;
- ii. Business visioning and analysis that includes current and future Purchasing Entity Goods, Services and System needs;
- iii. Project schedule for all tasks and activities;
- iv. Status reporting plan, including daily, weekly, monthly, and ad-hoc reporting in both written and oral formats;
- v. Project resource management plan;
- vi. Project organizational structure;
- vii. Risk management and mitigation plan;
- viii. Issue management plan;
- ix. Deliverables management plan;
- x. Project communication plan;
- xi. Quality management plan;
- xii. Testing strategy and plan that must include testing environments, tools, and a modular testing approach considering transitional operations;
- xiii. Document management plan that must include naming, versioning, and style approved by the Purchasing Entity;

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- xiv.** Knowledge transfer plan for transferring knowledge base and all project Documentation to Purchasing Entity staff and as applicable, Purchasing Entity's identified stakeholders;
 - xv.** Support Purchasing Entity from project implementation through Go-Live deployment; and
 - xvi.** Other content as Contractor or Purchasing Entity determine to be necessary or appropriate considering the nature of the project.
- B.** Complete System integration, standard or custom, System configuration and System implementation, to include, testing and validating Licensed Software to determine suitability before integration into Purchasing Entity's existing system(s) and infrastructure(s) including, but not limited to:
 - i.** Data conversion and migration services.
 - ii.** System solution design, configuration including functional, technical, security, and the integration and interfacing with existing infrastructure(s) and, as applicable, third-party billing systems.
 - iii.** Install, set up, and configure the System in the Hosted Environment.
 - iv.** Quality assurance and quality control services including System Performance, security and maintainability.
 - v.** Pursuant to Exhibit C, User training of System functionality, access and use, and knowledge transfer, including all applicable Documentation and Materials in accordance with the needs of the Purchasing Entity.
 - vi.** Pursuant to Exhibit C, Service Level Agreement and Maintenance and Support, including technical support during the integration project and throughout the Warranty Period.
 - vii.** Project closeout services including, without limitation, post-implementation System support, troubleshooting, System updating and maintenance and support in accordance with Exhibit C Service Level Agreement and Maintenance and Support.
- C.** Hardware and maintenance and support:
 - i.** For RF, RF Patrol landline bracelet and landline receiver, or RF Patrol cellular bracelet and cellular receiver and associated maintenance and support.

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- ii. For AM, Breath Alcohol/Real-Time device and charger, SCRAM Remote Breath Pro and charger, and SCRAM CAM bracelet and CAM wireless base station or CAM landline base station and associated maintenance and support.
- iii. For GPS satellite monitoring, OM Series inclusive of GPS device, charger, backplate, standard reusable strap, 10 pin sets and OM 500 and beacon and associated maintenance and support.

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PRICE SCHEDULE**

This Exhibit B Price Schedule includes not to exceed "ceiling" pricing for Contractor for the electronic monitoring service offered. All Contractor costs are included in the prices specified unless otherwise negotiated per Participating Entity's PA. A Participating Entity reserves the right to further negotiate pricing per its PA.

A. Electronic Monitoring Service Category: RF			
Contractor: Sentinel Offender Services, LLC		Delivery: As required per Purchasing Entity	
Item	Description of Service	Cost	
1	Real time electronic monitoring of home confinement 24 hours per day, 7 days per week, and 365 days per year	Included at no additional cost.	
2	System implementation, integration, configuration, UAT and Go-Live deployment		
3	Licensed Software for Purchasing Entity authorized Users		
4	Hosted Services		
5	System Training for unlimited Users: <ul style="list-style-type: none">Web Based and/or Virtual TrainingOn-Site		
6	Preventative Maintenance and Support of Hardware		
7	Lost, Damaged, Stolen Hardware Surplus Replacement for Lease Option: 5% annual allowance for lost, damaged or stolen hardware		
8	Surplus Hardware Allowance: 15% allowance for on-Site spare hardware		
9	Optional increase of on-Site spare landline hardware allowance to 25%		\$0.10 per active unit per day
10	Optional increase of on-Site spare landline hardware allowance to 30%		\$0.20 per active unit per day
11	Optional increase of on-Site spare cellular hardware allowance to 25%	\$0.15 per active unit per day	
12	Optional increase of on-Site spare cellular hardware allowance to 30%	\$0.25 per active unit per day	
13	Optional Spot Check Smartphone Check-in and Video Call Service	\$1.15 per active unit per day	
14	Optional Random/Scheduled Tracking Services		
14.1	ShadowVoice	\$1.20 per active unit per day	
14.2	ShadowInteractive Module and ShadowLocate Module	Number of Users Rate per active User per day 1-300 \$0.74 301-500 \$0.72 501-750 \$0.70 751-1,000 \$0.60 1,001+ \$0.49	
14.3	ShadowInteractive Module, ShadowLocate Module and ShadowView Module	Number of Users Rate per active User per day 1-500 \$0.92 501-1,000 \$0.79 1,001+ \$0.66	
15	Optional Live Monitoring Services, 24/7/365		
15.1	Closed-loop Notification	\$0.85 per active unit per day	
15.2	Escalating Notification	\$0.85 per active unit per day	
15.3	Offender curfew and hardware status alert reports by fax or telephone	Included at no additional cost	
15.4	Verbal notification made by monitoring center staff to Purchasing Entity User or Purchasing Entity authorized offender	\$0.30 per active unit per day	
15.5	Outbound Calls to Purchasing Entity User or Purchasing Entity authorized offender	\$0.30 per active unit per day	
15.6	Outbound calls to both Purchasing Entity User and Purchasing Entity authorized offender	\$0.50 per active unit per day	
16	Optional Contractor Provided Services		
16.1	Direct Offender Billing Service	\$1.50 per active unit per day	
16.2	Offender Hardware Installation and Removal Service	\$3.00 per active unit per day	

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Hardware Purchase Options:						
Item	Model Description	Number of Units	RF Patrol Landline including Bracelet and Landline Receiver Purchase (per kit)	Daily Rate Per Active Unit Per Day	Replacement Cost Per Unit	
				Landline Monitoring Service	Bracelet	Landline Receiver
1	RF Patrol Landline Bracelet and Landline Receiver	1 - 100	\$800.00	\$0.68	\$250.00	\$500.00
		101 - 250	\$784.00	\$0.66	\$250.00	\$500.00
		251 - 500	\$760.00	\$0.62	\$250.00	\$500.00
		501 - 1,000	\$720.00	\$0.59	\$250.00	\$500.00
		1,001 - 2,000	\$680.00	\$0.58	\$250.00	\$500.00
		2,001 - 3,500	\$680.00	\$0.57	\$250.00	\$500.00
		3,501+	\$680.00	\$0.55	\$250.00	\$500.00
Item	Model Description	Number of Units	RF Patrol Cellular including Bracelet and Cellular Receiver Purchase (per kit)	Daily Rate Per Active Unit Per Day	Replacement Cost Per Unit	
				Cellular Monitoring Service	Bracelet	Cellular Receiver
2	RF Patrol Cellular and Cellular Receiver	1 - 100	\$950.00	\$0.48	\$250.00	\$800.00
		101 - 250	\$931.00	\$0.44	\$250.00	\$800.00
		251 - 500	\$902.50	\$0.42	\$250.00	\$800.00
		501 - 1,000	\$855.00	\$0.36	\$250.00	\$800.00
		1,001 - 2,000	\$807.50	\$0.34	\$250.00	\$800.00
		2,001 - 3,500	\$807.50	\$0.32	\$250.00	\$800.00
		3,501+	\$807.50	\$0.30	\$250.00	\$800.00

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Hardware Lease Options:					
Item	Model Description	Number of Units	Daily Rate Per Active Unit Per Day	Replacement Cost Per Unit	
			RF Patrol Landline including Bracelet, Landline Receiver Lease and Landline Monitoring Service	Bracelet	Landline Receiver
1	RF Patrol Landline Bracelet and Landline Receiver	1 - 100	\$1.68	\$250.00	\$500.00
		101 - 250	\$1.66	\$250.00	\$500.00
		251 - 500	\$1.62	\$250.00	\$500.00
		501 - 1,000	\$1.59	\$250.00	\$500.00
		1,001 - 2,000	\$1.58	\$250.00	\$500.00
		2,001 - 3,500	\$1.57	\$250.00	\$500.00
		3,501+	\$1.55	\$250.00	\$500.00
Item	Model Description	Number of Units	Daily Rate Per Active Unit Per Day	Replacement Cost Per Unit	
			RF Patrol Cellular including Bracelet, Cellular Receiver Lease and Cellular Monitoring Service	Bracelet	Cellular Receiver
2	RF Patrol Cellular Bracelet and Cellular Receiver	1 - 100	\$2.48	\$250.00	\$800.00
		101 - 250	\$2.44	\$250.00	\$800.00
		251 - 500	\$2.42	\$250.00	\$800.00
		501 - 1,000	\$2.36	\$250.00	\$800.00
		1,001 - 2,000	\$2.34	\$250.00	\$800.00
		2,001 - 3,500	\$2.32	\$250.00	\$800.00
		3,501+	\$2.30	\$250.00	\$800.00

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B. Electronic Monitoring Service Category: AM

Contractor: Sentinel Offender Services, LLC	Delivery: As required per Purchasing Entity
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Item	Description of Service	Cost
1	Real time electronic monitoring of home confinement 24 hours per day, 7 days per week, and 365 days per year	Included at no additional cost.
2	System implementation, integration, configuration, UAT and Go-Live deployment	
3	Licensed Software for Users	
4	Hosted Services	
5	System Training for unlimited Users: <ul style="list-style-type: none"> Web Based and/or Virtual Training On-Site 	
6	Preventative Maintenance and Support of Hardware	
7	Surplus Hardware Allowance: 5% annual allowance for lost, damaged or stolen hardware	
8	Surplus Hardware Allowance: 15% allowance for on-Site spare hardware	
9	Optional increase of on-Site spare hardware allowance to 25%	\$0.15 per active unit per day
10	Optional increase of on-Site spare hardware allowance to 30%	\$0.20 per active unit per day
11	Optional Spot Check Smartphone Check-in and Video Call Service	\$1.15 per active unit per day
12	Optional Live Monitoring Services, 24/7/365	
12.1	Closed-loop Notification	\$0.85 per active unit per day
12.2	Escalating Notification	\$0.85 per active unit per day
12.3	Offender curfew and hardware status alert reports by fax or telephone	Included at no additional cost
12.4	Verbal notification made by monitoring center staff to Purchasing Entity User or Purchasing Entity authorized offender	\$0.30 per active unit per day
12.5	Outbound Calls to Purchasing Entity User or Purchasing Entity authorized offender	\$0.30 per active unit per day
12.6	Outbound calls to both Purchasing Entity User and Purchasing Entity authorized offender	\$0.50 per active unit per day
13	Optional Contractor Provided Services	
13.1	Direct Offender Billing Service	\$1.50 per active unit per day
13.2	Offender Hardware Installation and Removal Service	\$3.00 per active unit per day

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Hardware Purchase Options:						
Item	Model Description	Number of Units	Breath Alcohol/Real-Time Device, and Charger Purchase (per kit)	Daily Rate Per Active Unit Per Day	Replacement Cost Per Unit	
				Cellular Monitoring Service	Breath Alcohol/Real-Time Device	Charger
1	Breath Alcohol/Real-Time Device, and Charger	1 - 50	\$825.00	\$2.05	\$600.00	\$25.00
		51 - 150	\$808.50	\$2.00	\$600.00	\$25.00
		151 - 300	\$783.75	\$1.90	\$600.00	\$25.00
		301+	\$742.50	\$1.87	\$600.00	\$25.00

Item	Model Description	Number of Units	SCRAM Remote Breath Pro, and Charger Purchase (per unit)	Daily Rate Per Active Unit Per Day	Replacement Cost Per Unit	
				Cellular Monitoring Service	Remote Breath Pro	Charger
2	SCRAM Remote Breath Pro, and Charger	1 - 50	\$950.00	\$2.35	\$675.00	\$25.00
		51 - 150	\$931.00	\$2.30	\$675.00	\$25.00
		151 - 300	\$902.50	\$2.25	\$675.00	\$25.00
		301+	\$855.00	\$2.20	\$675.00	\$25.00

Item	Model Description	Number of Units	SCRAM CAM Bracelet and CAM Wireless Base Station Purchase (Per Kit)	SCRAM CAM Bracelet and CAM Landline Base Station Purchase (Per Kit)	Daily Rate Per Active Unit Per Day		Replacement Cost Per Unit		
					Cellular Monitoring Service	Landline Monitoring Service	SCRAM CAM Bracelet	CAM Wireless Base Station	CAM Landline Base Station
3	SCRAM CAM Bracelet and CAM Wireless Base Station or CAM Landline Base Station	1 - 50	\$1,400.00	\$1,325.00	\$4.74	\$4.49	\$600.00	\$700.00	\$600.00
		51 - 150	\$1,372.00	\$1,298.50	\$4.69	\$4.44	\$600.00	\$700.00	\$600.00
		151 - 300	\$1,330.00	\$1,258.75	\$4.63	\$4.38	\$600.00	\$700.00	\$600.00
		301+	\$1,330.00	\$1,258.75	\$4.34	\$3.89	\$600.00	\$700.00	\$600.00

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Hardware Lease Options:					
Item	Model Description	Number of Units	Daily Rate Per Active Unit Per Day	Replacement Cost Per Unit	
			Breath Alcohol/Real-Time Device, and Charger Lease and Cellular Monitoring Service	Breath Alcohol/Real-Time Device	Charger
1	Breath Alcohol/Real-Time Device, and Charger	1 - 50	\$4.05	\$600.00	\$25.00
		51 - 150	\$4.00	\$600.00	\$25.00
		151 - 300	\$3.90	\$600.00	\$25.00
		301+	\$3.87	\$600.00	\$25.00

Item	Model Description	Number of Units	Daily Rate Per Active Unit Per Day	Replacement Cost Per Unit	
			SCRAM Remote Breath Pro, Cellular Receiver and Charger Lease and Cellular Monitoring Service	Remote Breath Pro	Charger
2	SCRAM Remote Breath Pro, and Charger	1 - 50	\$4.35	\$675.00	\$25.00
		51 - 150	\$4.30	\$675.00	\$25.00
		151 - 300	\$4.25	\$675.00	\$25.00
		301+	\$4.20	\$675.00	\$25.00

Item	Model Description	Number of Units	Daily Rate Per Active Unit Per Day		Replacement Cost Per Unit		
			SCRAM CAM Bracelet and CAM Wireless Base Station Lease and Cellular Monitoring Service	SCRAM CAM Bracelet and CAM Landline Base Station Lease and Landline Monitoring Service	SCRAM CAM Bracelet	CAM Wireless Base Station	CAM Landline Base Station
3	SCRAM CAM Bracelet and CAM Wireless Base Station or CAM Landline Base Station	1 - 50	\$8.74	\$7.49	\$600.00	\$700.00	\$600.00
		51 - 150	\$8.69	\$7.44	\$600.00	\$700.00	\$600.00
		151 - 300	\$8.63	\$7.38	\$600.00	\$700.00	\$600.00
		301+	\$8.34	\$6.89	\$600.00	\$700.00	\$600.00

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C. Electronic Monitoring Service Category: GPS Satellite Monitoring

Contractor: Sentinel Offender Services, LLC	Delivery: As required per Purchasing Entity
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Item	Description of Service	Cost
1	Real time electronic monitoring of home confinement 24 hours per day, 7 days per week, and 365 days per year	Included at no additional cost.
2	System implementation, integration, configuration, UAT and Go-Live deployment	
3	Licensed Software for Purchasing Entity authorized Users	
4	Hosted Services	
5	System Training for unlimited Users: <ul style="list-style-type: none"> Web Based and/or Virtual Training On-Site 	
6	Preventative Maintenance and Support of Hardware	
7	Surplus Hardware Allowance: 5% annual allowance for lost, damaged or stolen hardware	Included at no additional cost.
8	Surplus Hardware Allowance: 15% allowance for on-Site spare hardware	
9	Optional offender OM Series GPS for Optional Mobile Exclusion Zone Domestic Violence Program	
10	Optional victim OM Series GPS for Optional Mobile Exclusion Zone Domestic Violence Program	
11	Optional Victim Smartphone Application	
12	Optional automated monitoring for purchased OM 500 Device	
13	Optional automated monitoring for purchased beacon	
14	Optional increase of on-Site spare hardware allowance to 25%	
15	Optional increase of on-Site spare hardware allowance to 30%	
16	Optional Spot Check Smartphone Check-in and Video Call Service	
17	Optional Live Monitoring Services, 24/7/365	
17.1	Closed-loop Notification	
17.2	Escalating Notification	
17.3	Offender curfew and hardware status alert reports by fax or telephone	
17.4	Verbal notification made by monitoring center staff to Purchasing Entity User or Purchasing Entity authorized offender	
17.5	Analytics (Point Pattern Analysis, Event Detection)	
17.6	Victim Notification Services (Manual Notification)	
17.7	Outbound Calls to Purchasing Entity User or Purchasing Entity authorized offender	
17.8	Outbound calls to both Purchasing Entity User(s) and Purchasing Entity authorized offender	
18	Optional Contractor Provided Services	\$0.50 per active unit per day
18.1	Direct Offender Billing Service	
18.2	Offender Hardware Installation and Removal Service	\$3.00 per active unit per day

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Hardware Purchase Option:											
Item	Model Description	Number of Units	OM Series inclusive of GPS Device, Charger, Backplate, Standard Reusable Strap and ten (10) Pin Sets Purchase Price (Per Kit)	Optional Cut Resistant Reusable Strap	Daily Rate Per Active Unit Per Day			Replacement Cost Per Unit			
					Active Monitoring Service Mode	Passive Monitoring Service Mode	Hybrid Monitoring Service Mode	GPS Device	Charger	Standard Reusable Strap	Optional Cut-Resistant Reusable Strap
1	OM Series inclusive of GPS Device, Charger, Backplate, Standard Reusable Strap and ten (10) Pin Sets	1 - 100	\$995.00	\$39.00	\$0.90	\$0.85	\$0.87	\$550.00	\$45.00	\$25.00	\$39.00
		101 - 250	\$975.10	\$39.00	\$0.85	\$0.80	\$0.82	\$550.00	\$45.00	\$25.00	\$39.00
		251 - 500	\$945.25	\$39.00	\$0.80	\$0.75	\$0.77	\$550.00	\$45.00	\$25.00	\$39.00
		501 - 1,000	\$895.50	\$39.00	\$0.60	\$0.56	\$0.58	\$550.00	\$45.00	\$25.00	\$39.00
		1,001 - 2,000	\$845.75	\$39.00	\$0.45	\$0.41	\$0.43	\$550.00	\$45.00	\$25.00	\$39.00
		2,001 - 3,500	\$845.75	\$39.00	\$0.25	\$0.21	\$0.23	\$550.00	\$45.00	\$25.00	\$39.00
		3,501+	\$845.75	\$39.00	\$0.21	\$0.17	\$0.19	\$550.00	\$45.00	\$25.00	\$39.00

Item	Model Description	Number of Units	OM500 and Beacon Purchase Price (Per Unit)	Beacon Only Purchase Option (Per Unit)	Optional Cut Resistant Reusable Strap	Daily Rate Per Active Unit Per Day			Replacement Cost Per Unit				
						Active Monitoring Service Mode	Passive Monitoring Service Mode	Hybrid Monitoring Service Mode	GPS Device	Beacon	Charger	Standard Reusable Strap	Optional Cut-Resistant Reusable Strap
2	OM500 and Beacon or Beacon Only	1 - 100	\$995.00	\$350.00	\$39.00	\$0.90	\$0.85	\$0.87	\$550.00	\$250.00	\$45.00	\$25.00	\$39.00
		101 - 250	\$975.10	\$332.50	\$39.00	\$0.85	\$0.80	\$0.82	\$550.00	\$250.00	\$45.00	\$25.00	\$39.00
		251 - 500	\$945.25	\$332.50	\$39.00	\$0.80	\$0.75	\$0.77	\$550.00	\$250.00	\$45.00	\$25.00	\$39.00
		501 - 1,000	\$895.50	\$332.50	\$39.00	\$0.60	\$0.56	\$0.58	\$550.00	\$250.00	\$45.00	\$25.00	\$39.00
		1,001 - 2,000	\$845.75	\$332.50	\$39.00	\$0.45	\$0.41	\$0.43	\$550.00	\$250.00	\$45.00	\$25.00	\$39.00
		2,001 - 3,500	\$796.00	\$332.50	\$39.00	\$0.25	\$0.21	\$0.23	\$550.00	\$250.00	\$45.00	\$25.00	\$39.00
		3,501+	\$746.25	\$332.50	\$39.00	\$0.21	\$0.17	\$0.19	\$550.00	\$250.00	\$45.00	\$25.00	\$39.00

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EXHIBIT B
PRICE SCHEDULE

Hardware Lease Option:											
Item	Model Description	Number of Units	OM Series inclusive of GPS Device, Charger, Backplate, Standard Reusable Strap and ten (10) Pin Sets Lease (Per Unit)	Optional Cut Resistant Reusable Strap for Purchase (not included in lease price)	Daily Rate Per Active Unit Per Day			Replacement Cost Per Unit			
					Active Monitoring Service Mode	Passive Monitoring Service Mode	Hybrid Monitoring Service Mode	GPS Device	Charger	Standard Reusable Strap	Optional Cut-Resistant Reusable Strap
1	OM Series inclusive of GPS Device, Charger, Backplate, Standard Reusable Strap and ten (10) Pin Sets	1 - 100	\$2.00	\$39.00	\$0.90	\$0.85	\$0.87	\$550.00	\$45.00	\$25.00	\$39.00
		101 - 250	\$2.00	\$39.00	\$0.85	\$0.80	\$0.82	\$550.00	\$45.00	\$25.00	\$39.00
		251 - 500	\$2.00	\$39.00	\$0.80	\$0.75	\$0.77	\$550.00	\$45.00	\$25.00	\$39.00
		501 - 1,000	\$2.00	\$39.00	\$0.60	\$0.56	\$0.58	\$550.00	\$45.00	\$25.00	\$39.00
		1,001 - 2,000	\$2.00	\$39.00	\$0.45	\$0.41	\$0.43	\$550.00	\$45.00	\$25.00	\$39.00
		2,001 - 3,500	\$2.00	\$39.00	\$0.25	\$0.21	\$0.23	\$550.00	\$45.00	\$25.00	\$39.00
		3,501+	\$2.00	\$39.00	\$0.21	\$0.17	\$0.19	\$550.00	\$45.00	\$25.00	\$39.00

Item	Model Description	Number of Units	OM500 and Beacon Lease (Per Unit)	Optional Cut Resistant Reusable Strap for Purchase (not included in lease price)	Daily Rate Per Active Unit Per Day			Replacement Cost Per Unit				
					Active Monitoring Service Mode	Passive Monitoring Service Mode	Hybrid Monitoring Service Mode	GPS Device	Beacon	Charger	Standard Reusable Strap	Optional Cut-Resistant Reusable Strap
2	OM500 and Beacon or Beacon Only	1 - 100	\$2.45	\$39.00	\$0.90	\$0.85	\$0.87	\$550.00	\$250.00	\$45.00	\$25.00	\$39.00
		101 - 250	\$2.45	\$39.00	\$0.85	\$0.80	\$0.82	\$550.00	\$250.00	\$45.00	\$25.00	\$39.00
		251 - 500	\$2.45	\$39.00	\$0.80	\$0.75	\$0.77	\$550.00	\$250.00	\$45.00	\$25.00	\$39.00
		501 - 1,000	\$2.45	\$39.00	\$0.60	\$0.56	\$0.58	\$550.00	\$250.00	\$45.00	\$25.00	\$39.00
		1,001 - 2,000	\$2.45	\$39.00	\$0.45	\$0.41	\$0.43	\$550.00	\$250.00	\$45.00	\$25.00	\$39.00
		2,001 - 3,500	\$2.45	\$39.00	\$0.25	\$0.21	\$0.23	\$550.00	\$250.00	\$45.00	\$25.00	\$39.00
		3,501+	\$2.45	\$39.00	\$0.21	\$0.17	\$0.19	\$550.00	\$250.00	\$45.00	\$25.00	\$39.00

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EXHIBIT C
SERVICE LEVEL AGREEMENT AND MAINTENANCE AND SUPPORT

I. System Availability:

Throughout the Term and at all times in connection with its actual or required Performance under the Master Agreement and applicable PA, Contractor shall:

1. Provide System Availability (defined below) at least 99.999% of the Available-Time-per-Month as measured over the course of each calendar month, 24 hours per day, 7 days per week.

2. Calculation:

The 99.999% required System Availability (Computed % Availability) (exclusive of Excluded Unavailability, as defined below) during any calendar month of productive Purchasing Entity use is computed as follows:

$$\text{Computed \% Reliability} = \frac{(\text{Available-Time-per-Month}) - (\text{Downtime-per-Month})}{(\text{Available-Time-per-Month})}$$

“Available-Time-per-Month” is equated to 24 hours times the number of days in the month. Downtime-per-Month is equated to those minutes of Available-Time-per-Month during which the Purchasing Entity or any specific site does not have System Availability.

EXAMPLE:

Given: Available-Time-per-Month was 720 hours.
Downtime per-Month was 3.60 hours.

$$\text{Then: Computed \% Reliability} = \frac{(720 - 3.60)}{720} = 99.5\%$$

3. Definitions:

A. System Availability means the amount of time that the Hosted Services meet the System Reliability standards in I 7 below and are available and operable for access and use by Purchasing Entity and its Users in accordance with the Master Agreement.

B. Excluded Unavailability means the amount of time that (1) the System is scheduled for downtime, subject to Section I 5 below and (2) there is no System Availability due to (a) the negligent act or omission of Purchasing Entity or anyone accessing the System through Purchasing Entity or (b) a Force Majeure Event

4. Downtime-per-Month must not exceed .001% of the time in any calendar month.

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SERVICE LEVEL AGREEMENT AND MAINTENANCE AND SUPPORT

5. Scheduled Downtime:

Contractor shall notify Purchasing Entity at least 3 Business Days in advance of any scheduled downtime of the System, in whole or in part. Such scheduled downtime must (1) last no longer than 60 minutes per calendar month; (2) be pre-approved by Purchasing Entity; and (3) be scheduled on a weekend day, the specific date and time to be determined by Purchasing Entity, unless otherwise agreed to by Purchasing Entity.

Purchasing Entity acknowledges that large System Improvements, Upgrades, or Updates will take longer than the allotted 60 minutes per calendar month of cumulative downtime. The parties will mutually agree on the date and time that large System Improvements, Upgrades, or Updates will take place. Contractor will inform Purchasing Entity of the amount of time expected for such implementation. Purchasing Entity shall waive the cumulative downtime allotment for System Improvements, Updates or Upgrades on a case by case basis, provided that the parties shall agree to a substitute downtime allotment for that System Improvement, Upgrade or Update. To the extent downtime for a System Improvement, Upgrade or Update exceeds a substituted time such excess will count toward 60 minute cumulative downtime allotment.

6. System Availability Reports:

Contractor shall provide Purchasing Entity with the following reports, in electronic form, or such other form as Purchasing Entity may approve in writing:

- A.** A daily report describing the System Availability and performance of the Hosted Services during the previous 24-hour calendar day as compared to the System Availability requirement.
- B.** A weekly report describing the System Availability and performance of the Hosted Services during the previous 7 calendar days as compared to the System Availability requirement. The weekly report must be available every Monday at 10:00 am Eastern Standard Time, and must include the previous 7 calendar days (Monday through Sunday). The reportable week shall begin at 12 am Eastern Standard Time, and end midnight (12 pm) Sunday of that calendar week.
- C.** A monthly report describing the System Availability and performance of the Hosted Services during the calendar month as compared to the System Availability requirement. The monthly report must be available 10 Business Days following the last day of the previous month and must include all of the calendar days of that reportable month. The reportable month will start at 12:00 am, EST on the first day of the calendar month and end on 11:59 pm, EST of the last day of the calendar month.
- D.** A report shall also include, at minimum:
 - i.** Actual performance of the Hosted Services relative to the System Availability requirement.

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- ii. If performance of Hosted Services has failed in any respect to meet or exceed the System Availability requirement during the reporting period, a description in sufficient detail to inform Purchasing Entity of the cause of such failure, the length of the failure and the corrective actions the Contractor has taken to ensure that the System Availability requirements are fully met. Any such failure to meet the 99.999% System Availability requirement shall be subject to Section III, System Performance, Non-Compliance in this Exhibit C.
- iii. Notwithstanding the Contractor's obligation to provide System Availability reports, Contractor shall give Purchasing Entity access to the System Availability performance data which access will allow Purchasing Entity to independently generate reports utilizing search parameters acceptable to Purchasing Entity.

7. System Reliability:

The reliability, at any point in time, of the System shall be determined by the System's operational capability for productive Purchasing Entity use as configured, hosted, and installed, as applicable within the specified operating environment.

II. Redundant Hosting and Data Back Up

1. Redundant Hosting:

- A. Contractor shall simultaneously operate 2 co-located systems in geographically separate locations: (1) Primary Production mirrored (Primary System) site and (2) Secondary Disaster Recovery ("DR") site within the continental United States. The DR site shall be geographically remote from the Primary System site on which the Licensed Software and Services are hosted. The Primary System site shall include redundant servers within the Hosting Environment and one hundred (100%) percent of the System workload. In addition to the separate locations, the DR site will be a replica of the Primary System and identical in all respects to the Primary System site and able to function independently of the Primary System site.
- B. Contractor shall operate, monitor and maintain the DR site so that it is configured to replace the functionality of the Primary System site within 30 minutes of any failure of the Primary System site.
- C. In the event the Primary System site is unavailable, the DR site will support all production activity, immediately.
- D. In the event the DR site becomes unavailable, the Primary System site will continue as the primary production site without interruption and a replacement DR site must be made available within 24 hours, except for a Force Majeure Event.

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- E. Contractor shall guarantee a recovery time objective and recovery point objective of not more than 30 minutes.

2. Data Backup

Contractor shall conduct or cause to be conducted, automated daily and weekly back-ups of Confidential Information and all System data.

III. System Performance, Non-Compliance:

1. System Unavailability:

- A. Contractor shall provide System Availability as provided in Section I of this Exhibit C. For every hour or part of an hour starting with minute 1 immediately after the 30 minutes of failure to provide System Availability, Contractor shall incur a charge of \$10,000.00 until System Availability is restored. Partial hours shall be prorated to the nearest 1/2 hour. The charge imposed on Contractor under Section III 1.A of this Exhibit C will be paid by the Contractor to the Purchasing Entity within 30 days of invoicing.
- B. If Purchasing Entity terminates its Purchase Order or SOW, as applicable prior to the payment of the charge, then Contractor shall pay Purchasing Entity the amount of the service level owed for System unavailability or noncompliance within 30 days of Purchasing Entity's written notice to Contractor.

2. System Accuracy:

Contractor shall conduct an annual performance test to assess System accuracy levels. Purchasing Entity shall use the first annual performance test set and test results as the initial baseline. The test set will include all Confidential Information of a subset of one database on both the primary and secondary data center.

IV. System Training:

At a minimum, Contractor shall provide the following for each Purchasing Entity:

1. Web Based and/or Virtual Training, no additional cost:

- A. For an unlimited number of Purchasing Entity authorized User(s) scheduled at a frequency and duration as determined by Purchasing Entity. Unless otherwise instructed by a Purchasing Entity, Contractor shall provide training within 10 Business Days of written request.
- B. Training materials in a digital format unless otherwise specified by Purchasing Entity.

2. On-Site Training, no additional cost:

- A. For an unlimited number of Purchasing Entity authorized User(s) scheduled at a frequency and duration as determined by Purchasing Entity. Unless otherwise

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instructed by a Purchasing Entity, Contractor shall provide training within 10 Business Days of written request.

- B.** Training materials in a digital format unless otherwise specified by Purchasing Entity.

3. Unlimited Access to Contractor's Online Resources, no additional cost:

Digital user manuals for Purchasing Entity and offender, as applicable and/or as requested by Purchasing Entity, including unlimited access to online resources.

V. System Maintenance and Support:

1. Maintenance:

- A.** Contractor shall provide Purchasing Entity with System maintenance and support, including, but not limited to, Upgrades, Updates, Improvements and technical support of all products and services, including ongoing unlimited telephone technical support, problem identification, escalation and resolution.
- B.** Contractor System maintenance shall also include the following:
 - i.** Maintenance of the System so that it operates in conformity with the Master Agreement and Purchasing Entity's PA.
 - ii.** Detection and correction of System errors pursuant to the Master Agreement and Purchasing Entity's PA.
 - iii.** Hardware and electronic monitoring device maintenance services including, but not limited to routine inspection of all hardware and electronic monitoring devices, as applicable, to identify replacement needs, implementation of additional hardware and electronic monitoring devices as necessary to maintain Purchasing Entity Data and proactive preventative maintenance to ensure proper operation. Offender lost or damage to electronic monitoring devices, as determined between Contractor and Purchasing Entity, to be billed in accordance with Exhibit B, Price Schedule.
 - iv.** System database maintenance, with regular database activities including daily backups, table re-organizations, database statistics, data security, data import/export functionality.
 - v.** All services necessary to maintain the 99.999% System Availability.
 - vi.** Meeting with Purchasing Entity on a monthly basis, unless otherwise specified by Purchasing Entity, to discuss Licensed Software implementation, Upgrades, Updates and Improvements, Hosted Environment, Hosted Services, System maintenance and help desk requests received, change control for hardware or software implementation, and planned and unplanned outages that occurred since the last scheduled status meeting.

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SERVICE LEVEL AGREEMENT AND MAINTENANCE AND SUPPORT

- vii. Purchasing Entity read and report access to Contractor's help desk portal, enabling Purchasing Entity to track and report on all production issues.

2. On-Going Support:

Contractor shall provide on-going support 24 hours per day, 7 days per week, 365 days per year ("24/7/365") at no additional cost, pursuant to the Maintenance and Support table below. Contractor shall monitor all nightly batch processes and provide Purchasing Entity with an immediate response, including escalation as appropriate, in the case of a failure.

Maintenance and Support Table	
Software Support	24 / 7 / 365
Unlimited Telephone Technical Support	√
One Hour Telephone Response Time	√
Remote Dial-in Analysis	√
Licensed Software Standard Release – Improvements	√
Licensed Software Supplemental Releases	√
Automatic Call Escalation	√
Licensed Software Customer Alert Bulletins	√

Hardware Support	24 / 7 / 365
On-Site Response	√
On-Site Corrective Maintenance	√
On-Site Replacement, including devices	√
Preventive Maintenance	√
Escalation Support	√
Hardware Service Reporting	√
Hardware Customer Alert Bulletins	√
Annual Diagnostic Review	√
Replacement of Backend Components as Needed	√

3. Help Desk and Service Request Support:

Contractor shall provide a toll-free telephone number and email address which Purchasing Entity can use to report technical System issues or requests for Service. The toll free telephone number will be a direct contact line to Contractor support or help desk.

Contractor help desk shall:

- A.** Provide knowledgeable and trained personnel to answer and resolve System

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SERVICE LEVEL AGREEMENT AND MAINTENANCE AND SUPPORT

support and technical problems. The help desk personnel shall be able to answer "how to" type questions about the System as well as questions about hardware, software, security and internet setting configurations.

- B.** Provide Contractor Parties dispatched by Contractor to assist with issues requiring same day, on-Site support.
- C.** Provide a Frequently Asked Questions (FAQ) list for the resolution of common issues.
- D.** Respond to the Purchasing Entity caller with a resolution or escalation strategy within 60 minutes.
- E.** If support help desk personnel are unable to reach the Purchasing Entity by telephone, the help desk personnel shall leave a voice message for the Purchasing Entity caller and indicate help desk personnel name, time called, and description of how to return the call to obtain further assistance. This voice mail will be immediately followed up by an email to both the Purchasing Entity caller and the Purchasing Entity caller's supervisor with the same information as specified in the voice mail. Help desk personnel shall continue, on a daily basis or other basis agreed upon between Purchasing Entity and Contractor, to update Purchasing Entity on the status of the help desk request.
- F.** Maintain a log of all help desk calls and document complaints, issues and requests reported to the help desk until such time as Purchasing Entity directs in writing that the Contractor may discard the reported call. The log will be made available to Purchasing Entity electronically in real-time and as part of Contractor's monthly reporting. Contractor shall deliver the monthly log to Purchasing Entity 5 Business Days prior to the monthly meeting. The log shall include, at minimum:
 - i.** Time of call;
 - ii.** Name of caller;
 - iii.** Caller's telephone number or email;
 - iv.** Description of reported issue, complaint or request;
 - v.** Indication of whether the issue was resolved at time of call;
 - vi.** Description of any escalation, investigation and resolution;
 - vii.** Assigned case number if resolution not provided during call
 - viii.** Date, time, and description of final resolution; and
 - ix.** Contractor sign-off upon resolution.

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G. Contractor shall respond to any support and/or service request from Purchasing Entity within 2 hours of Purchasing Entity initial request for assistance regardless of time zone. Purchasing Entity reserves the right to enact more comprehensive response times per Purchasing Entity PA including but not limited to, required help desk support for offender service requests.

4. Escalation:

Contractor shall resolve 80% of all System issues and requests for service, other than Updates, Upgrades, or Improvements or new features, regardless of severity level, within 24 hours and 99% of severity 1 issues within 1 hour. If more than one request within the same severity level is reported to the Contractor, Purchasing Entity shall determine the priority of the requests. The severity level of a System issue shall be lowered if Contractor implements a work-around, as approved by Purchasing Entity that reduces the severity of the System issue. When responding to System issues or requests for service, Contractor shall use the severity levels defined in the following table:

Severity Level	Description	Definition	Examples, including, but not limited to the following
1	Total System Failure	Occurs when the System is not functioning and there is no workaround.	<ul style="list-style-type: none"> • Application, database, or web server down. • Central server down. • Interfaces not working. • Monitoring Services unavailable. Cannot locate an offender. • Application bug/issue stopping workflow for any/all Users.
2	Critical Failure	Critical failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around.	<ul style="list-style-type: none"> • Failover site is not available. • Reporting server is down/Users unable to create reports/Users unable to access reporting database. • Response time degraded. • Purchasing Entity User cannot access System. • Application bug/issue hindering System performance and/or real time monitoring Service.
3	Non-Critical Failure	Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround.	<ul style="list-style-type: none"> • Reports are formatted incorrectly.
4	Inconvenience	An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow.	<ul style="list-style-type: none"> • Hardware is working in a manner that causes inconvenience (for example, working slowly). • Purchasing Entity User has application or training question that does not affect daily productivity. • 'One off' error occurs infrequently and cannot be easily reproduced.
5	New features	Occur when Purchasing Entity requests a new feature to System functionality. Such new feature shall	<ul style="list-style-type: none"> • New monitoring Service features available.

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SERVICE LEVEL AGREEMENT AND MAINTENANCE AND SUPPORT

		be installed by Contractor as agreed to between parties.	
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VI. Additional PA Requirements:

Due to significant variability of Purchasing Entity's needs and specific requirements, the Contractor shall comply with all additional Service Level and Maintenance and Support requirements as may be set forth in a PA or SOW, as applicable.

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EXHIBIT D
NASPO VALUEPOINT PROVISIONS

1. **Applicability.** NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.
2. **Administrative Fees**
 - a. **NASPO ValuePoint Fee.** Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.
 - b. **State Imposed Fees.** Some states may require an additional fee be paid by Contractor directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. If agreed to in writing by the state and Contractor in the Participating Addendum, Contractor may adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.
3. **NASPO ValuePoint Summary and Detailed Usage Reports**
 - a. **Sales Data Reporting.** In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum ("Sales Data"). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint without amendment to this Master Agreement. NASPO ValuePoint will work with Contractor to confirm the feasibility of such updates, establish a reasonable timeframe for implementation, and document new reporting requirements in writing. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.
 - b. **Summary Sales Data.** "Summary Sales Data" is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.
 - c. **Detailed Sales Data.** "Detailed Sales Data" is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.
 - d. **Sales Data Crosswalks.** Upon request by NASPO ValuePoint, Contractor shall provide to

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EXHIBIT D
NASPO VALUEPOINT PROVISIONS

NASPO ValuePoint tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data ("Crosswalks"). Customer Crosswalks must include a list of existing and potential Purchasing Entities and identify for each the appropriate customer type as defined by NASPO ValuePoint. Product Crosswalks must include Contractor's part number or SKU for each Product in Offeror's catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by NASPO ValuePoint without amendment to this Master Agreement. NASPO ValuePoint will work with Contractor to confirm the feasibility of such updates, establish a reasonable timeframe for implementation, and document new crosswalk requirements in writing. Contractor shall work in good faith with NASPO ValuePoint to keep Crosswalks updated as Contractor's customer lists and product catalog change.

- e. **Executive Summary.** Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will mutually determine the format and content of the executive summary.

4. NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

- a. **Staff Education.** Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.
- b. **Onboarding Plan.** Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.
- c. **Annual Contract Performance Review.** Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.
- d. **Use of NASPO ValuePoint Logo.** The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.
- e. **Most Favored Customer.** Contractor shall, within thirty (30) days of their effective date, notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

- 5. **Canadian Participation.** Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon,

Master Agreement #: 22PSX0021
EXHIBIT D
NASPO VALUEPOINT PROVISIONS

including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.

- 6. Additional Agreement with NASPO.** Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.
- 7. Survivability.** Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof.

**Participating Addendum
for
ELECTRONIC MONITORING PRODUCTS AND SERVICES
between
County of DuPage, Illinois
And
Sentinel Offender Services, LLC**

This Participating Addendum is entered into by DuPage County, a political subdivision of the State of Illinois ("Participating Entity") and Sentinel Offender Services, LLC, a Delaware limited liability company ("Contractor"), having its principal place of business at 1290 N. Hancock St., Suite 103, Anaheim, California 92807 (each, individually, a "Party" or, collectively, the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number 22PSX0021, executed by Contractor and the State of Connecticut ("Lead State") for Electronic Monitoring Products and Services ("Master Agreement")

- I. **TERM.** This Participating Addendum is effective as of the date of the last signature below or 2/01/2024 whichever is later, through 1/31/2026, with the option to extend through 12/13/2028, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
- II. **PARTICIPATION AND USAGE.** This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. DuPage County is authorized to procure Electronic Monitoring Service via NASPO ValuePoint per Procurement Ordinance OFI-005B-99 (effective December 14, 2004) and 30 ILCS 525/2 "Governmental Joint Purchasing Act."
- III. **GOVERNING LAW.** The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws.
- IV. **SCOPE.** Except as otherwise stated herein, this Participating Addendum incorporates modifications or additions that apply only to actions and relationships within the Participating Entity.) Please refer to the following Attachments that are incorporated into this agreement:
 - 1) Attachment A - DuPage County Standard Terms and Conditions
 - 2) Attachment B – GPS Offender Funded Program Service Fees and Payments
 - 3) Attachment C – DuPage County Probation and Court Services GPS Electronic Monitoring Participant Contract
 - 4) Attachment D – Credit Card Payment Authorization Form
 - 5) Attachment E – Agency Pay Program and Daily Rates
 - 6) Attachment F - Sentinel Standard Operating Procedures for DuPage County Process for Collections

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum. The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

**Participating Addendum Number for
Electronic Monitoring Products and Services**

Between **DuPage County, IL** and
Sentinel Offender Services, LLC



- V. ORDERS.** Purchasing Entities may place orders under this Participating Addendum. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.
- VI. FEDERAL FUNDING REQUIREMENTS.** Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.
- VII. NOTICE.** Any notice required herein shall be sent to the following:
- | | |
|--|--|
| For Contractor: | For Participating Entity: |
| Mike Dean | Mary Catherine Wells |
| Vice President of Sales | Deputy Chief Financial Officer |
| mdean@sentineladvantage.com | marycatherine@dupageco.org |
| 800.496.4882 | 630.407.6167 |
- VIII. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT.** Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

SIGNATURE

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

CONTRACTOR:

Signature

Dennis Fuller

Printed Name

Chief Financial Officer

Title

Date

PARTICIPATING ENTITY:

Signature

Printed Name

Title

Date



Attachment A

DuPage County Standard Terms and Conditions

LAW GOVERNING:

Sentinel Offender Services, LLC. Agrees to comply with all applicable State and Federal laws.

PAYMENT:

Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing. The County shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act". Payment will not be made on invoices submitted later than six months (180 days) after delivery of goods and **any statute of limitations to the contrary is hereby waived.**

CONFIDENTIAL INFORMATION AND COUNTY PROPERTY:

It is agreed that all specifications, or data furnished by the County of DuPage shall (1) remain the County of DuPage's sole and exclusive property; (2) be considered and treated by Sentinel Offender Services, LLC. As County of DuPage confidential information, and cannot be copied, reproduced, or duplicated in any manner or disclosed to any person or party. Except as is necessary in the performance of this contract and (3) be returned upon request.

ENDORSEMENTS:

Sentinel Offender Services, LLC. shall not use the name, seal, or images of County of DuPage in any form of endorsement to any third-party without the County's written permission.

INDEMNITY:

Sentinel Offender Services, LLC. shall, at all times, to the extent permitted by law, fully indemnify, hold harmless, and defend the County and its officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by Sentinel Offender Services, LLC. and its employees, or because of any act or omission, neglect or misconduct of Sentinel Offender Services, LLC., its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for Sentinel Offender Services, LLC. violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.). Such indemnity shall not be limited because of the enumeration of any insurance coverage or bond herein provided.

Nothing contained herein shall be construed as prohibiting the County, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions, or suits brought against them. Sentinel Offender Services, LLC. shall likewise be liable for the cost, fees and expenses incurred in the County's or Sentinel Offender Services, LLC. defense of any such claims, actions, or suits.

**Participating Addendum Number for
Electronic Monitoring Products and Services**

Between **DuPage County, IL** and
Sentinel Offender Services, LLC



Sentinel Offender Services, LLC. shall be responsible for any damages incurred because of its errors, omissions, or negligent acts and for any losses or costs to repair or remedy construction because of its errors, omissions, or negligent acts.

The County does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. due to indemnification or insurance.

PERFORMANCE:

Sentinel Offender Services, LLC. performance under the terms of the Contract shall be to the satisfaction of the County. Failure to comply with any statutory requirements shall be deemed a performance breach.

LIENS, CLAIMS, AND ENCUMBRANCES:

Sentinel Offender Services, LLC. warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.

NON-DISCRIMINATING:

Sentinel Offender Services, LLC., its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

PATENTS:

Sentinel Offender Services, LLC. undertakes and agrees to defend at Sentinel Offender Services, LLC. own expense, all suits, actions, or proceedings in which the County of DuPage, its Officers, agents, or employees are made defendants for actual or alleged infringement of any U.S. or foreign letters patent resulting from the use or sale of the items purchased hereunder. Sentinel Offender Services, LLC. shall inform the County of DuPage whenever infringement will result from Sentinel Offender Services, LLC. adherence to specifications supplied by the County of DuPage or by an authorized County representative. Sentinel Offender Services, LLC. further agrees to pay and discharge all judgments or decrees, which may be rendered in any such suit, action or proceedings against the County of DuPage, its Officers, agents, or employees therein.

TAX:

The County of DuPage does not pay Federal Excise Tax or Illinois Sales Tax. The tax exemption number is E99974551. A copy of the exemption letter is available upon written request.

TERM OF CONTRACT AND RENEWAL & EXTENSION: If this is a Service Contract This Contract shall be effective for two years from the date of award. The contract may be subject to two (2) additional one (1) year renewal periods provided there are no changes in terms, conditions, specifications, and prices unless agreed upon by both parties and such renewals are mutually agreed to by both parties. In on event shall the term plus renewals exceed four (4) years.

TERMINATION, CANCELLATION AND DAMAGES:

**Participating Addendum Number for
Electronic Monitoring Products and Services**

Between **DuPage County, IL** and
Sentinel Offender Services, LLC



This contract may be terminated upon agreement of both parties. The County may terminate based on Sentinel Offender Services, LLC. breach or default. Unless the breach or default creates an emergency, as determined in the County's sole discretion, Sentinel Offender Services, LLC. shall be given notice and a five (5) day opportunity to cure before the termination becomes effective.

If the County terminates this Contract because of Sentinel Offender Services, LLC. breach or default, the County shall have the right to purchase items or services elsewhere and to charge Sentinel Offender Services, LLC. with any additional cost incurred, including but not limited to the cost of cover, incidental and consequential damages, and the cost of re-proposing. The County may offset these additional costs against any sums otherwise due to Sentinel Offender Services, LLC. under this proposal or any unrelated contract.

If the County of DuPage fails to appropriate funds to enable continued payment of multi-year Contracts the County may cancel, without termination charges provided Sentinel Offender Services, LLC. received at least thirty (30) days prior written notice of termination.

TRANSFER OF OWNERSHIP OR ASSIGNMENT:

The terms and conditions of this contract shall be binding upon and shall insure to the benefit of the parties hereto and their respective successors and assigns. Prior to any sales or assignments, the County of DuPage must be notified and approve same in writing.



Attachment B

GPS Offender Funded Program Service Fees and Payments

Sentinel shall collect from each of the defendants and/or Probationers participating in this program at a rate of \$10.00 per day unless the DuPage County Probation and Court Services have determined the participant to be indigent. For those participants that have been determined to be indigent, the DuPage County Probation and Court Services shall list the reduced rate to be collected or list the participant as being 100% indigent.

It is agreed that once the ability to pay for services has been assessed, program participants who willfully do not pay the program fees at the time fees are due, will be subject to a supervisory meeting between Customer, its designated agent, Sentinel, and the participant to determine circumstances for non-payment. At the conclusion of any supervisory meeting, if it is determined the participant continues to have the ability to pay but continues with the willful non-payment of services for 14 days, they will be subject to revocation. If it is found the financial condition has changed, the agency will have the option to transfer the payment for services over to the agency paid program or move them to the indigent rate.

Sentinel will provide and/or make available these reports as required.

- **#1 Monthly Payment Activity Report**
- **#2 Biweekly Activity Report**

DuPage County agrees that on a quarterly basis Sentinel will provide a detailed invoice outlining the total payment and total number of monitoring days. When the aggregate daily collected rate is less than \$5.35 per client per monitoring day, DuPage County will supplement the total payments collected in the amount necessary to result in a \$5.35 daily client monitoring rate.

Indigent Provision: The costs for participants determined to be indigent will be \$0 (no cost). Sentinel will provide up to 5 slots to the county at no cost.

Termination: Should either Party determine this agreement, and the program is not meeting their expectations, either party may terminate this agreement, without cause, by giving the other Party 30 days Written Notification on their decision to exercise their Right to Terminate.

DuPage County Probation and Court Services Responsibilities:

- DuPage County Probation and Court Services will do their own installations and orientation
- DuPage County Probation and Court Services will review with the participant all program rules and the Sentinel Participant Agreement and have the participant sign their agreement and acceptance to the Participant Agreement
- DuPage County Probation and Court Services will continue to respond to their own alerts and review their own activity.
- DuPage County Probation and Court Services will continue to be responsible for retrieving and maintaining the equipment
- DuPage County Probation and Court Services will use all the proper paperwork and transmittals that are required in order to properly and efficiently monitor an offender. This includes, but is not limited to, providing complete offender information to Sentinel's National Monitoring Center, maintaining a

**Participating Addendum Number for
Electronic Monitoring Products and Services**

Between **DuPage County, IL** and
Sentinel Offender Services, LLC



reasonable inventory for future participants, keeping an appropriate record of all equipment in use including alleged problems with any units.

- DuPage County Probation and Court Services will notify Sentinel if equipment is lost or damaged.
- DuPage County Probation and Court Services agree to maintain complete responsibility for participant selection and program management services not specifically listed below. DuPage County Probation and Court Services agrees to furnish all information to Sentinel which may reasonably be required to provide Customer with all services listed.
- DuPage County Probation and Court Services will enroll participants via secure access to website using Customer's own computer, software, and Internet connection.
- DuPage County Probation and Court Services will process all information changes via secure access to Internet website using Customer's own computer, software, and Internet connection.
- DuPage County Probation and Court Services will access monitoring reports via secure internet access to software using Customer's own computer.
- DuPage County agrees that Sentinel is authorized to bill the agency on a quarterly basis when the aggregate daily fees collected from program participants is less than \$5.35 per active participant per monitoring day. Further, at the end of the billing quarter, Sentinel will provide DuPage County with a detailed invoice outlining the total payment and total number of monitoring days.

Sentinel Responsibilities:

- Sentinel will be 100% responsible for collecting all payments from those participants placed in the Offender Funded Program.
- Sentinel will use industry proven collection techniques to ensure the successful collection of all fees owed for program services.
- Sentinel will provide monthly reports to the DuPage County Probation and Court Services that provide details on fees collected from the offender funded program.
- Sentinel will provide access to our Offender Funded Case Management Module so the DuPage County Probation and Court Services can review participant collection details online.
- Sentinel will also provide a report that will detail its efforts for collecting fees from delinquent participants.
- Sentinel will immediately advise the DuPage County Probation and Court Services on any participant's refusal to pay program fees and the DuPage County Probation and Court Services will agree to sending representatives to a supervisory meeting with the program participant in order to assist with identifying why the participant is not paying the required program fees as well as to reinforce to the participant their obligation to pay all program fees as required in the participant program agreement.
- Sentinel will provide the following reports as required.
 - #1 **Monthly** Payment Activity Report
 - #2 **Biweekly Activity Report**
- DuPage County will not pay shelf fees for equipment
- DuPage County will maintain an inventory of equipment on the shelf equal to 20% of the active equipment in use or 10 units, whichever is greater. This applies separately to GPS and RF equipment.

**Participating Addendum Number for
Electronic Monitoring Products and Services**

Between **DuPage County, IL** and
Sentinel Offender Services, LLC



Attachment C

**DuPage County Probation and Court Services GPS Electronic Monitoring
Participant Contract**

You have been court ordered to be placed in the DuPage County Probation and Court Services GPS Electronic Monitoring Program. You have been ordered by the Court to pay all the cost of this supervision directly to Sentinel Offender Services.

On the day you begin the program, a GPS transmitter device will be fitted to your ankle. The day this equipment is issued to you is the day you become responsible for payment of services. As ordered by the court, you will be billed a **daily rate of \$10.00** for each day you remain on the program. You are also responsible for the care of the equipment while in your possession and you will be held financially responsible for any equipment that is damaged or not returned to the DuPage County Probation and Court Services Division.

You are required to submit an initial payment for this program equal to 14 days of monitoring and will be required to make a payment on your first day of enrollment in the amount of **\$140.00** via a money order or credit card (Visa, MasterCard, Discover only). If you do not have this payment at enrollment, you will be required to return **the next business day** to pay for the first 14 days of your monitoring.

PAYMENT AGREEMENT: I agree to pay Sentinel Offender Services for its electronic monitoring services at the daily rate established in this agreement of **\$10.00 per day**. I agree to provide payment to Sentinel Offender Services via credit card, debit card, or money order. In the event a requested payment amount is declined, I acknowledge and understand that Sentinel Offender Services will notify the DuPage County Probation and Court Services Division and I understand that in the event I am delinquent with my payments, one or more of the following actions will be taken by the DuPage County Probation and Court Services Division:

- Notification to the Court; a Petition Charging Violation of Probation,
- I may have my bail revoked by the Court for failing to comply with program requirements
- Sentinel Offender Services may pursue legal action in a civil court for all outstanding fees and related costs associated with program non-compliance.

I acknowledge it is my responsibility to return the monitoring equipment issued to me back to the DuPage County Probation and Court Service Division. In the event this equipment is lost, stolen or damaged beyond normal wear, I am responsible to reimburse Sentinel Offender Services at the published replacement cost of \$1,000.00 and as listed in this agreement. If I do not fulfill this responsibility, Sentinel Offender Services will file felony theft charges and/or criminal property damage charges against me.

Client Initials _____

**Participating Addendum Number for
Electronic Monitoring Products and Services**

Between **DuPage County, IL** and
Sentinel Offender Services, LLC



FEE AGREEMENT

The daily rate as ordered by the Court to participate in the program is \$10.00 per day. This fee includes the GPS device and 24/7/365 monitoring by the National Monitoring Center. My program fees through ____ total \$ _____. (Example: \$10 per day x 90 days sentenced on program = \$900.00 total cost)

I agree to pay \$140.00 every two weeks until all program fees are paid in full. I understand that the DuPage County Probation Department will be notified if I fail to pay my fees as ordered. Failure to pay GPS fees and/or remain current with fees will result in a violation of my bond or sentence being filed with the court. I will continue to be responsible for payment of any outstanding fees incurred while I am on the DuPage County Probation and Court Services Electronic Monitoring Program.

PROGRAM EQUIPMENT

The GPS transmitter device fitted to your ankle and any other equipment given to you by the DuPage County Probation and Court Services Division is your responsibility. If the equipment is damaged, lost, not returned, or destroyed, you will be required to pay the following amounts:

GPS Tracking Device \$1,000.00

Charging Cord \$45.00

If any of the above equipment is not returned to the DuPage County Probation and Court Services Division, a felony theft report will be filed with the local law enforcement agency.

I have read and received a copy of the aforementioned rules and regulations and agree to comply with the terms and conditions of the DuPage County Probation and Court Services Division GPS Electronic Monitoring Program.

SENTINEL OFFENDER SERVICES CONTACT INFORMATION FOR PAYMENT:

PH: 847-244-2875

**Mailing Address: 15 S. Martin Luther King Jr., Drive
 Waukegan, IL 60085**

Participant Name

Date

Participant Signature

Date

DuPage County Probation Signature

Date

**Participating Addendum Number for
Electronic Monitoring Products and Services**

Between **DuPage County, IL** and
Sentinel Offender Services, LLC



Attachment D

CREDIT CARD PAYMENT AUTHORIZATION

DATE: ____/____/____ CLIENT ID NUM.: _____ Agency Name: _____

PARTICIPANT NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ FAX: _____ E-MAIL: _____

AMOUNT TO BE CHARGED TO CREDIT CARD ACCOUNT:

PAYMENT INFORMATION

CARD TYPE: ☐ VISA ☐ MASTERCARD ☐ DISCOVER (select one)

CARD NUMBER: _____

EXPIRATION DATE: _____

CARD CODE: _____ (three-digit number located on the back of the credit card)

CARD HOLDERS NAME: _____

CARD HOLDERS BILLING ADDRESS:

CARD HOLDERS SIGNATURE: _____ DATE: ____/____/____

I authorize reoccurring use of this card: _____ I authorize this card to be charged with phone approval: _____

Please note that a 1.8% processing fee will accompany all transactions processed on this card.

By signing this form, the cardholder is authorizing Sentinel Offender Services, Inc. to process a payment plus a 1.8% processing fee on the Credit Card account aforementioned.

Please fax signed form back to _____ Attention: Sentinel. For additional questions please feel free to contact us at 15 S. Martin Luther King Jr., Drive, Waukegan, IL 60085, Telephone: To Be Updated upon new number

A/R Use Only:

Date Rec'd: _____ Confirmation No.: _____



Attachment E

Agency Pay Program – Should the agency elect to pay Sentinel directly for the electronic monitoring services, the daily agency pay program will be as follows:

ITEM DESCRIPTIONS FOR VICTIM NOTIFICATION PROGRAM WITH MOBILE EXCLUSION ZONES

Active GPS: \$4.50 per active day

Description of Active GPS: The device records one (1) GPS tracking point per minute, records an Impaired Locate tracking point every 5 minutes and transmits data every three (3) minutes. Tamperers are immediately transmitted. If a Buffer Zone or Exclusion Zone breach is reported, the device automatically intensifies to record one (1) GPS point every minute, one (1) Impaired Locate every minute and transmits data every minute.

Victim Active GPS Device: \$3.00 per active day

Description of Victim Active GPS Device: The device records one (1) GPS tracking point per minute, records an Impaired Locate tracking point every 5 minutes and transmits data every three (3) minutes. Tamperers are immediately transmitted. If a Buffer Zone or Exclusion Zone breach is reported, the device automatically intensifies to record one (1) GPS point every minute, one (1) Impaired Locate every minute and transmits data every minute.

- Insurance Plan for all available GPS equipment: \$0.35 per unit per day

Optional Advocate - Victim Smartphone App: \$2.00 per active day

- Victim Notification Services (Manual Notification): \$1.00 per active day

ITEM DESCRIPTIONS FOR STANDARD GPS & ELECTRONIC MONITORING SERVICES

Active OM500 GPS: \$2.85 per active day

Description of OM500 GPS Mode: The device records one (1) GPS tracking point per minute, records an Impaired Locate tracking point every 15 minutes and transmits data every 10 minutes. Tamperers are immediately transmitted. If a Buffer Zone or Exclusion Zone breach is reported, the device automatically intensifies to record one (1) GPS point every minute, one (1) Impaired Locate every minute and transmits data every minute.

Hybrid OM500 GPS: \$2.80 per active day

Description of OM500 GPS Mode: The device records one (1) GPS tracking point per minute, records an Impaired Locate tracking point every 15 minutes and transmits data every 30 minutes. Tamperers are immediately transmitted. If a Buffer Zone or Exclusion Zone breach is reported, the device automatically intensifies to record one (1) GPS point every minute, one (1) Impaired Locate every minute and transmits data every minute.

- Monitoring Center Operator Outbound Calls to both officers & participants/offenders: \$0.30 per active day
- OM500 Beacon Compatible with OM500 GPS Device: \$0.45 per active day
- Insurance Plan for all available GPS equipment: \$0.35 per unit per day

RF Patrol Cellular Monitoring: \$2.48 per active day

Description of RF Patrol Monitoring: Includes presence and absence monitoring via RF transmitter and Home Monitoring Unit that communicates via cellular network in accordance with the agency notification protocol.

- Insurance Plan for all available RF equipment: \$0.35 per unit per day



Attachment F

Sentinel Standard Operating Procedures for DuPage County Process for Collections

SCOPE

This procedure details the responsibilities of the intake and fee collections process for both Sentinel and DuPage County.

NEW CLIENT ENROLLMENT

- 1.) Every new referral must have the required paperwork provided at the time of enrollment. If the entire referral package is not provided to the Sentinel Representative on the day of enrollment, the Sentinel Representative will notify the assigned probation officer via a Status Report of what information is missing.
- 2.) On the day of enrollment, the client will be instructed to contact the Sentinel representative and make the initial payment of \$140.00. If contact does not occur, and no later than 24 business hours following enrollment, the Sentinel Representative will contact the program participant and require an initial payment of \$140.00. This payment will cover the first two weeks of program supervision.

SENTINEL RESPONSIBILITIES

- 1.) Each morning, a Sentinel Representative will compare the active caseload in the Monitoring Application with the active cases in DNA Case Management to ensure any offender added to active monitoring by DuPage has also been entered into DNA by Sentinel and had their daily invoicing initiated.
- 2.) Daily, the Sentinel Representative will contact each participant who is currently delinquent and require a payment that brings the client current, plus an amount equal to two weeks in advance
- 3.) The Sentinel Representative will deliver the following message to participants when calling for payment on fees:
 - a) You have been ordered by the court to participate in a GPS monitoring program. It is your responsibility to remain current with supervision program fees. Thus, in order to remain compliant and avoid being violated, you must make a payment today in the amount of \$XXX

IF CLIENT CANNOT PAY OR CLAIMS TO BE HOMELESS

- 1.) If a client claims that he/she cannot pay for program fees or states they are homeless, a Status Report will be immediately sent to the Supervising Officer requesting that the officer instruct Sentinel as to what steps will be taken by the Department. Regardless of which option below is chosen, a Status Report will summarize the decision. Options include:
 - a. Consider the client to be indigent and count the participant as part of the indigent allotment outlined in the contract (This is only an option if the indigent allotment has not been fully fulfilled).

**Participating Addendum Number for
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Between **DuPage County, IL** and
Sentinel Offender Services, LLC



- b. Confirmation that the officer will contact the client within 24 hours and require payment within 24 hours for the first two weeks of the program
 - c. Instruction from the officer to transfer the client into a county paid group that will be paid for by the county monthly at the current GPS rates paid for Juvenile participants
- 2.) If the officer is contacted and indicates the client will pay within 24 hours and no payment is received, a Non-Compliance Report (NCR) will be submitted to the Supervising Officer outlining the client's failure to comply with program requirements. The NCR will also formally request that an Administrative Hearing with the client and the court occur.
- a. Every Friday, a Financial Status Report will be provided to the DuPage Supervisors that identifies those individuals who are not in full compliance with their financial obligation.
 - b. For clients who have an arrearage amount greater than \$70.00, the Supervising Officer will be given one week to get the client into compliance
 - c. For clients who owe more than \$140.00 there shall be a corresponding Non-Compliance Report submitted to the Supervising Officer requesting either
 - removal from the program or
 - change in the classification of the client from self-pay to County-paid
- 3.) At the end of the billing quarter, Sentinel will provide DuPage County with a detailed invoice outlining the total payment and total number of monitoring days. When the aggregate daily collected rate is less than \$5.35 per client per monitoring day, DuPage County will supplement the total payments collected in the amount necessary to result in a \$5.35 daily client monitoring rate (less the 5 free units afforded to indigent participants).



Required Vendor Ethics Disclosure Statement

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

Date: Jan 4, 2024

Bid/Contract/PO #: 24-0283

Company Name: Sentinel Offender Services, LLC	Company Contact: Mike Dean
Contact Phone: 800-496-4882	Contact Email: mdean@sentineladvantage.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 Dennis Fuller
Title Chief Financial Officer
Date January 5, 2024

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



Budget Transfer

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

File #: 24-0312

Agenda Date: 1/16/2024

Agenda #: 7.A.

FY'2023

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October, 2022

From: 1400
Company #

DRUG COURT
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
5930	51040		EMPLOYEE MED & HOSP INSURANCE	\$ 117.00	1,766.85	1,649.85	1/3/24
Total				\$ 117.00			

To: 1400
Company #

DRUG COURT
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
5930	50000		REGULAR SALARIES	\$ 39.00	(38.95)	0.05	1/3/24
5930	51010		EMPLOYER SHARE I.M.R.F.	\$ 39.00	(38.89)	0.11	1/3/24
5930	51030		EMPLOYER SHARE SOCIAL SECURITY	\$ 39.00	(38.96)	0.04	1/3/24
Total				\$ 117.00			

Reason for Request:

Need to transfer funds to cover salaries & fringe benefits shortages for Drug Court budget for FY'2023.

Signature on file

Department Head

Chief Financial Officer

1-3-2024

Date

Date

Activity

(optional)

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

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

SPS - 1/16/24
FIN/CR - 1/23/24



Budget Transfer

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

File #: 24-0313

Agenda Date: 1/16/2024

Agenda #: 7.B.

FY'2023

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October, 2022

From: 1400
Company #

MICAP
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
5940	51050		FLEXIBLE BENEFIT EARNINGS	\$ 39.00	500.00	461.00	1/3/24
Total				\$ 39.00			

To: 1400
Company #

MICAP
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
5940	50000		REGULAR SALARIES	\$ 33.00	32.72	0.28	1/3/24
5940	51010		EMPLOYER SHARE I.M.R.F.	\$ 3.00	2.28	0.72	1/3/24
5940	51030		EMPLOYER SHARE SOCIAL SECURITY	\$ 3.00	2.84	0.16	1/3/24
Total				\$ 39.00			

Reason for Request:

Need to transfer funds to cover salaries & fringe benefits for FY'2023.

Signature on file

Department Head

1-3-2024

Date

1/4/24

Activity

(optional)

Chief Financial Officer

Date

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

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

JPS - 1/16/24

FIN/CB - 1/23/24



Budget Transfer

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

File #: 24-0314

Agenda Date: 1/16/2024

Agenda #: 7.C.

FY'2023

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October, 2022

From: 1400
Company #

DETENTION SCREENING TRANSPORT
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
6130	51030		EMPLOYER SHARE SOCIAL SECURITY	\$ 2,661.00	6,855.18	4,194.18	1/3/24
Total				\$ 2,661.00			

To: 1400
Company #

DETENTION SCREENING TRANSPORT
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
6130	50000		REGULAR SALARIES	\$ 1,507.00	(1,506.10)	0.90	1/3/24
6130	51040		EMPLOYEE MED & HOSP INSURANCE	\$ 1,154.00	(1,153.13)	0.87	1/3/24
Total				\$ 2,661.00			

Reason for Request:

Need to transfer funds to cover salaries and fringe benefits for FY'2023.

Signature on file

Department Head

Chief Financial Officer

1-3-2024

Date

Date

Activity

(optional)

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

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

JPS - 1/16/24

FIN/CB - 1/23/24



Budget Transfer

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

File #: 24-0316

Agenda Date: 1/16/2024

Agenda #: 7.D.

W23

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October, 2022

From: 5000
Company #

TITLE IV-D PROGRAM GRANTS
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
6570	51010		EMPLOYER SHARE I.M.R.F.	\$ 50.00	180,953.85	180,903.85	12/11/23
Total				\$ 50.00			

To: 5000
Company #

TITLE IV-D PROGRAM GRANTS
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
6570	51050		FLEXIBLE BENEFIT EARNINGS	\$ 50.00	(50.00)	0	12/11/23
Total				\$ 50.00			

Reason for Request:

Transfer needed to cover the FY23 flex benefit budget shortage.

Signature on file

Department Head

Chief Financial Officer

12/11/23
Date
12/13/23
Date

Activity 2021-55-013-Y24
(optional)

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

Finance Department Use Only

Fiscal Year 23 Budget Journal # _____ Acctg Period _____

Entered By/Date _____ Released & Posted By/Date _____

SPS-1/16/24

FIN/CB-1/23/24



Judicial/Public Safety Change Order with Resolution

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

File #: JPS-CO-0001-24

Agenda Date: 1/16/2024

Agenda #:

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+OB 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			

- ☒ (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 <input checked="" type="checkbox"/> Increase <input type="checkbox"/> 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	
<input type="checkbox"/> Increase (greater than 29 days) contract expiration from: _____ to: _____	
<input checked="" type="checkbox"/> Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount <input checked="" type="checkbox"/> Funding Source 1000-6300-53807	
<input type="checkbox"/> 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	Date	1/9/24	
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



Informational

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

File #: 24-0322

Agenda Date: 1/16/2024

Agenda #: 9.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#: 24-0322	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$177,540.78
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE:	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$177,540.78
	CURRENT TERM TOTAL COST: \$177,540.78	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Willowbrook Ford, Inc.	VENDOR #: 12030	DEPT: Sheriff's Office	DEPT CONTACT NAME: Ed Moore
VENDOR CONTACT: Joseph Bellavia	VENDOR CONTACT PHONE: 630-986-5000	DEPT CONTACT PHONE #:	DEPT CONTACT EMAIL: ed.moore@dupagesheriff.onmicrosoft.com
VENDOR CONTACT EMAIL:	VENDOR WEBSITE:	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). The DuPage County vehicle replacement policy requires that a vehicle be in service a minimum of 12 years or have a minimum of 150,000 miles, and/or must be assessed by a mechanic prior to being considered for replacement.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Each year as part of the budget process, the Division of Transportation will assess and recommend vehicles to be replaced for the upcoming fiscal year. Due to supply chain and reduced inventory, the County Board authorized the Division of Transportation to move forward with FY2023 through FY2026 vehicle replacement recommendations as soon as contract orders open. FY2022 replacement vehicles were previously requisitioned and ordered and then cancelled. DOT is purchasing comparable priced vehicles off dealers lot. Current PO's will be decreased/closed if applicable.			

SECTION 2: DECISION MEMO REQUIREMENTS

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

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. FINANCIAL PLANNING
SOURCE SELECTION	Describe method used to select source. The Division of Transportation chose Willowbrook Ford, Inc. in accordance with the DuPage County Procurement Ordinance - Section 2-355 - Circumstances not suitable for bid (extreme supply chain interruption) and DT-R-0306C-22. Available cooperatives are no longer accepting new vehicle orders. Willowbrook Ford, Inc. had the vehicles available and competitively priced.
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. Award a contract to Willowbrook Ford, Inc. This is the recommended option as Willowbrook Ford, Inc. has provided pricing competitive to closed cooperatives and other area dealers.

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

SECTION 5: Purchase Requisition Information			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Willowbrook Ford, Inc.	Vendor#: 12030	Dept: Division of Transportation	Division: Finance
Attn:	Email:	Attn: DOT Finance	Email: DOTFinance@dupagecounty.gov
Address: 7301 Kingery Hwy	City: Willowbrook	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60527	State: IL	Zip: 60187
Phone: 630-986-5000	Fax:	Phone:	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: same	Vendor#:	Dept:	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Feb 13, 2024	Contract End Date (PO25): Nov 30, 2024
Contract Administrator (PO25): Kathleen Black Curcio			

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		SO - Transit T350 MR Pass XL RWD	FY24	6000	1161	54120	4400	59,180.26	177,540.78
FY is required, assure the correct FY is selected.										Requisition Total	\$ 177,540.78

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. (3) Ford Transit T350 Mid Roof Passenger XL Vans for the DuPage County Sheriff's Office.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Vehicle Replacement Schedule (1) FY2022 - Transit (1) FY2023 - Transit (1) FY2024 - Transit
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Email copy of PO to DOTFinance@dupagecounty.gov and william.bell@dupagecounty.gov
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

Swap #1 S-115



Preview Order 0923 - X2C 350 Med Roof Pass RWD: Order Summary Time of Preview: 09/22/2023 12:26:26 Receipt: 9/22/2023

Dealership Name: Willowbrook Ford, Inc.

Sales Code : F41063

Dealer Rep.	JOSEPH BELLAVIA	Type	Fleet	Vehicle Line	Transit	Order Code	0923
Customer Name	Dupage County	Priority Code	M2	Model Year	2024	Price Level	415

DESCRIPTION	MSRP	DESCRIPTION	MSRP
X2C0 T350 MR PASS XL RWD	\$54025	360-DEGREE CAMERA	\$0
148" WHEELBASE	\$0	BLIND SPOT ASSIST 1.0	\$0
TOTAL BASE VEHICLE	\$54025	FRONT OVERHEAD SHELF	\$75
BLUE METALLIC	\$200	UPFITTER PACKAGE	\$610
CLOTH	\$0	.MODIFIED VEHICLE WIRING SYS	\$0
DARK PALAZZO GRAY	\$0	.DUAL BATTERIES (70 AMP-HR)	\$0
PREFERRED EQUIPMENT PKG.301A	\$0	.LARGE CENTER CONSOLE	\$0
.XL TRIM	\$0	.AUXILIARY FUSE PANEL	\$0
3.5L PFDI V6 (GAS)	\$0	EXTND LENGTH RUNNING BOARDS	\$655
.10-SPEED TRANSMISSION	\$0	2 ADDITIONAL KEYS	\$75
.235/65R16C BSW ALL-SEASON	\$0	VINYL MATS FLOOR COVERING	\$120
3.73 LIMITED SLIP AXLE	\$325	HID HEADLAMPS	\$455
JOB #1 ORDER	\$0	PRIVACY GLASS	\$500
FORD FLEET SPECIAL ADJUSTMENT	\$0	SIDE SENSING SYSTEM	\$0
WHEEL WELL LINERS	\$295	ENHANCED ACTIVE PARK ASSIST	\$550
FRONT LICENSE PLATE BRACKET	\$0	15-PASSENGER SEATS	\$1495
9500# GVWR PACKAGE	\$0	E-85 FLEX FUEL CAPABLE	\$0
50 STATE EMISSIONS	\$0	SPECIAL DEALER ACCOUNT ADJUSTM	\$0
BACK UP ALARM	\$150	SPECIAL FLEET ACCOUNT CREDIT	\$0
REVERSE BRAKE ASSIST	\$975	FUEL CHARGE	\$0
FRONT FOG LAMPS	\$0	NET INVOICE FLEET OPTION (B4A)	\$0
ELEC AIR TEMP CONTROL	\$0	PRICED DORA	\$0
SYNC 4 AM/FM BLUETOOTH	\$930	ADVERTISING ASSESSMENT	\$0
FLEET SAFETY PACKAGE	\$35	DESTINATION & DELIVERY	\$2095
VEHICLE MAINTENANCE MONITOR	\$45		
TOTAL BASE AND OPTIONS			MSRP
DISCOUNTS			\$63610
TOTAL			NA
			\$63610

ORDERING FIN: QB382 END USER FIN: QB382

Customer Name:
Customer Address:

Customer Email:

Customer Phone:

Signature on file

9/24/23

Date

Customer Signature

This order has not been submitted to the order bank.

\$58,668

347²⁶ doc Fee

165 title

\$59,180²⁶

Swap #2

S-113



Preview Order 0924 - X2C 350 Med Roof Pass RWD: Order Summary Time of Preview: 09/22/2023 12:35:27 Receipt: 9/22/2023

Dealership Name: Willowbrook Ford, Inc.

Sales Code: F41063

Dealer Rep.	JOSEPH BELLAVIA	Type	Fleet	Vehicle Line	Transit	Order Code	0924
Customer Name	Dupage County	Priority Code	M2	Model Year	2024	Price Level	415

DESCRIPTION	MSRP	DESCRIPTION	MSRP
X2C0 T350 MR PASS XL RWD	\$54025	360-DEGREE CAMERA	\$0
148" WHEELBASE	\$0	BLIND SPOT ASSIST 1.0	\$0
TOTAL BASE VEHICLE	\$54025	FRONT OVERHEAD SHELF	\$75
BLUE METALLIC	\$200	UPFITTER PACKAGE	\$610
CLOTH	\$0	.MODIFIED VEHICLE WIRING SYS	\$0
DARK PALAZZO GRAY	\$0	.DUAL BATTERIES (70 AMP-HR)	\$0
PREFERRED EQUIPMENT PKG.301A	\$0	.LARGE CENTER CONSOLE	\$0
.XL TRIM	\$0	.AUXILIARY FUSE PANEL	\$0
3.5L PFDI V6 (GAS)	\$0	EXTND LENGTH RUNNING BOARDS	\$655
.10-SPEED TRANSMISSION	\$0	2 ADDITIONAL KEYS	\$75
.235/65R16C BSW ALL-SEASON	\$0	VINYL MATS FLOOR COVERING	\$120
3.73 LIMITED SLIP AXLE	\$325	HID HEADLAMPS	\$455
JOB #1 ORDER	\$0	PRIVACY GLASS	\$500
FORD FLEET SPECIAL ADJUSTMENT	\$0	SIDE SENSING SYSTEM	\$0
WHEEL WELL LINERS	\$295	ENHANCED ACTIVE PARK ASSIST	\$550
FRONT LICENSE PLATE BRACKET	\$0	15-PASSENGER SEATS	\$1495
9500# GVWR PACKAGE	\$0	E-85 FLEX FUEL CAPABLE	\$0
50 STATE EMISSIONS	\$0	SPECIAL DEALER ACCOUNT ADJUSTM	\$0
BACK UP ALARM	\$150	SPECIAL FLEET ACCOUNT CREDIT	\$0
REVERSE BRAKE ASSIST	\$975	FUEL CHARGE	\$0
FRONT FOG LAMPS	\$0	NET INVOICE FLEET OPTION (B4A)	\$0
ELEC AIR TEMP CONTROL	\$0	PRICED DORA	\$0
SYNC 4 AM/FM BLUETOOTH	\$930	ADVERTISING ASSESSMENT	\$0
FLEET SAFETY PACKAGE	\$35	DESTINATION & DELIVERY	\$2095
VEHICLE MAINTENANCE MONITOR	\$45		
TOTAL BASE AND OPTIONS			MSRP
DISCOUNTS			\$63610
TOTAL			NA
			\$63610

ORDERING FIN: QB382 END USER FIN: QB382

Customer Name:
Customer Address:

Customer Email:

Customer Phone:

Signature on file

9/26/23

Date

This order has not been submitted to the order bank.

\$58,668

347²⁶ doc Fee

165 title

\$59,180²⁶

Swap #3 S-III



Preview Order 0925 - X2C 350 Med Roof Pass RWD: Order Summary Time of Preview: 09/22/2023 12:45:52 Receipt: 9/22/2023

Dealership Name: Willowbrook Ford, Inc.

Sales Code : F41063

Dealer Rep. JOSEPH BELLAVIA

Type

Fleet

Vehicle Line

Transit

Order Code 0925

Customer Name Dupage County

Priority Code M2

Model Year 2024

Price Level 415

DESCRIPTION	MSRP	DESCRIPTION	MSRP
X2C0 T350 MR PASS XL RWD	\$54025	360-DEGREE CAMERA	\$0
148" WHEELBASE	\$0	BLIND SPOT ASSIST 1.0	\$0
TOTAL BASE VEHICLE	\$54025	FRONT OVERHEAD SHELF	\$75
BLUE METALLIC	\$200	UPFITTER PACKAGE	\$610
CLOTH	\$0	.MODIFIED VEHICLE WIRING SYS	\$0
DARK PALAZZO GRAY	\$0	.DUAL BATTERIES (70 AMP-HR)	\$0
PREFERRED EQUIPMENT PKG.301A	\$0	.LARGE CENTER CONSOLE	\$0
.XL TRIM	\$0	.AUXILIARY FUSE PANEL	\$0
3.5L PFDI V6 (GAS)	\$0	EXTND LENGTH RUNNING BOARDS	\$655
.10-SPEED TRANSMISSION	\$0	2 ADDITIONAL KEYS	\$75
.235/65R16C BSW ALL-SEASON	\$0	VINYL MATS FLOOR COVERING	\$120
3.73 LIMITED SLIP AXLE	\$325	HID HEADLAMPS	\$455
JOB #1 ORDER	\$0	PRIVACY GLASS	\$500
FORD FLEET SPECIAL ADJUSTMENT	\$0	SIDE SENSING SYSTEM	\$0
WHEEL WELL LINERS	\$295	ENHANCED ACTIVE PARK ASSIST	\$550
FRONT LICENSE PLATE BRACKET	\$0	15-PASSENGER SEATS	\$1495
9500# GVWR PACKAGE	\$0	E-85 FLEX FUEL CAPABLE	\$0
50 STATE EMISSIONS	\$0	SPECIAL DEALER ACCOUNT ADJUSTM	\$0
BACK UP ALARM	\$150	SPECIAL FLEET ACCOUNT CREDIT	\$0
REVERSE BRAKE ASSIST	\$975	FUEL CHARGE	\$0
FRONT FOG LAMPS	\$0	NET INVOICE FLEET OPTION (B4A)	\$0
ELEC AIR TEMP CONTROL	\$0	PRICED DORA	\$0
SYNC 4 AM/FM BLUETOOTH	\$930	ADVERTISING ASSESSMENT	\$0
FLEET SAFETY PACKAGE	\$35	DESTINATION & DELIVERY	\$2095
VEHICLE MAINTENANCE MONITOR	\$45		
TOTAL BASE AND OPTIONS		MSRP	
DISCOUNTS			\$63610
TOTAL			NA
			\$63610

ORDERING FIN: QB382 END USER FIN: QB382

Customer Name:
Customer Address:

Customer Email:

Customer Phone:

Signature on file

9/26/23

Custo

Date

This order has not been submitted to the order bank.

\$58,668
347²⁶ doc Fee
165 title
\$59,180²⁶



**DUPAGE
COUNTY**

General
630-407-6900

Maintenance
630-407-6920

Permitting
630-407-6900

Trails/Paths
630-407-6900

DIVISION OF TRANSPORTATION

630-407-6900
Fax: 630-407-6901
dot@dupageco.org

www.dupageco.org/dot

MEMORANDUM

TO: Nick Kottmeyer, P.E., Chief Administrative Officer
Jeffrey Martynowicz, Chief Financial Officer

FROM: William C. Eidson, P.E. ^{Signature on file}
County Engineer/Acting Director of Transportation

DATE: January 8, 2024

RE: FY2022/FY2023/FY2024 Vehicle Replacements

Attached are purchase requisitions for (8) eight vehicle replacements for the DuPage County Sheriff's Office, Facilities Management, and Animal Services. Four of these vehicles were originally sourced through a co-op with Currie Motors but were cancelled, then were not available to order. To meet the operational needs of this department, these vehicles have been requisitioned pursuant to FI-O-0056-22 and DT-R-0306C-22 approved by the County Board on December 12, 2023. These vehicles have been locally sourced and are available to purchase. The purchase orders with Currie Motors have been adjusted to cancel these four (4) vehicles with no penalties. I am requesting your signature approval for the Division of Transportation to process this purchase order for the FY2022/FY2023/FY2024 vehicle replacements.

Signature on file

Approved _____
Jeffrey Martynowicz
Chief Financial Officer

Date: 1/9/2024

Signature on file

Approved _____
Nick Kottmeyer, P.E.
Chief Administrative Officer

Date: 1/9/2024

Veh Procurement history

Ac	Department	Rpt Yr	Unit #	Year	Current Make	Current Model	Req Rpt Vehicle	Estimated Cost	Willowbrook Ford	Cancelled Cost	PO #	Vendor	Scheduled/ Estimated Delivery
1100-1300	Animal Control	FY2023	AC-7	2010	Ford	E-150	Transit	55,000	58,971				Not available to order
6000-1161-1100	Facilities Mngmnt	FY2022	FM-7	2009	Ford	F-150	2022 Transit 250	55,000	58,441	\$—38,184	5791-SERV	Currie Motors	Canceled. Carryover 2023 Need to Close PO
6000-1161-1100	Facilities Mngmnt	FY2022	FM-9	2009	Ford	E-150	2022 Transit 250	55,000	56,035	\$—32,696	5791-SERV	Currie Motors	Canceled. Carryover 2023 Need to Close PO
6000-1161-1100	Facilities Mngmnt	FY2024	FM-12	2009	Ford	E-150	Transit	55,000	56,035				Not available to order
6000-1161-1100	Facilities Mngmnt	FY2022	FM-35	2009	Ford	E-150	2022 Transit 250	55,000	56,035	\$—32,696	5791-SERV	Currie Motors	Canceled. Carryover 2023 Need to Close PO
6000-1161-4400	Sheriffs Office	FY2022	S-111	2004	Chevrolet	3500	2022 Transit 350	60,000	59,180	\$—45,295	5676-SERV	Currie Motors	Canceled. Carryover 2023 Need to Close PO
6000-1161-4400	Sheriffs Office	FY2023	S-113	2009	Ford	E-350	Transit	55,000	59,180				Not available to order
6000-1161-4400	Sheriffs Office	FY2024	S-115	2009	Ford	E-350	Transit	55,000	59,180				Not available to order
								445,000.00	463,059.08				

FY 2022													
Estimated Cost	Vehicle	Year	Make	Model	Usage	Veh-Age	Projected-2021	Annual Average	Projected-2024	Projected-2023	Projected-2022	05-2020	06-2019
Coroners Office													
50,000.00	C-408	2009	Chevrolet	Malibu	Coroner	12	63,401	4,877	78,032	73,155	68,278	58,524	51,667
50,000.00	C-410	2008	Chevrolet	Impala	Coroner	13	48,785	3,485	59,238	55,754	52,269	45,300	40,801
States Attorney													
40,000.00	SA-501	2010	Ford	Fusion	States Attorney	11	103,383	8,615	129,229	120,614	111,999	94,768	79,448
40,000.00	SA-506	2009	Ford	Fusion	States Attorney	12	134,275	10,329	165,261	154,933	144,604	123,946	120,198
Campus Security													
50,000.00	CS-4	2009	Chevrolet	Malibu	Campus Security	12	74,906	5,762	92,192	86,430	80,668	69,144	55,370
Probation													
40,000.00	PR-5	2009	Chevrolet	Malibu	Probation	12	126,471	9,729	155,656	145,928	136,199	116,742	111,735
40,000.00	PR-6	2009	Chevrolet	Impala LT	Probation	12	119,568	9,198	147,160	137,963	128,765	110,370	109,394
40,000.00	PR-7	2010	Chevrolet	Impala	Probation	11	86,785	7,232	108,481	101,249	94,017	79,553	76,436
Facilities Management													
40,000.00	FM-7	2009	Ford	F-150	Facilities Man.	12	50,831	3,910	62,561	58,651	54,741	46,921	43,618
40,000.00	FM-9	2009	Ford	E-150	Facilities Man.	12	20,383	1,568	25,087	23,519	21,951	18,815	18,048
40,000.00	FM-35	2009	Ford	E-150	Facilities Man.	12	26,077	2,006	32,095	30,089	28,083	24,071	23,244
OHSEM													
40,000.00	EM-6	1997	Ford	E-350	OHSEM	24	126,124	5,045	141,259	136,214	131,169	121,079	119,631
Sheriffs Office													
50,000.00	S-5	2009	Ford	Expedition	Marked Squad	12	105,286	8,099	129,583	121,484	113,385	97,187	97,037
50,000.00	S-60	2009	Ford	Expedition	Marked Squad	12	85,629	6,587	105,389	98,803	92,216	79,042	70,856
50,000.00	S-81	2010	Ford	Explorer	Marked Squad	11	128,035	10,670	160,043	149,374	138,704	117,365	117,281
50,000.00	S-7	2009	Ford	Crown Victoria	Marked Squad	12	134,053	10,312	164,988	154,676	144,365	123,741	115,641
50,000.00	S-18	2013	Ford	Interceptor	Marked Squad	8	137,937	15,326	183,917	168,590	153,264	122,611	107,092
50,000.00	S-14	2013	Ford	Interceptor	Marked Squad	8	132,629	14,737	176,838	162,102	147,365	117,892	104,438
50,000.00	S-16	2013	Ford	Interceptor	Marked Squad	8	142,117	15,791	189,489	173,698	157,908	126,326	114,543
50,000.00	S-17	2013	Ford	Interceptor	Marked Squad	8	131,406	14,601	175,208	160,607	146,006	116,805	107,485
50,000.00	S-96	2009	Ford	Crown Victoria	Marked Squad	12	132,754	10,212	163,389	153,178	142,966	122,542	105,843
50,000.00	S-140	2008	Ford	Crown Victoria	Marked Squad	13	108,902	7,779	132,238	124,459	116,680	101,123	101,023
50,000.00	S-167	2009	Ford	Crown Victoria	Detectives	12	117,553	9,043	144,680	135,638	126,505	108,510	99,522
40,000.00	S-111	2004	Chevrolet	G3500 Express	SWAP - Marked	17	57,428	3,190	67,000	63,809	60,619	54,238	51,883
50,000.00	S-3	2009	Ford	Expedition	Marked Squad	12	115,131	8,856	141,700	132,844	123,988	106,275	95,286
50,000.00	S-58	2009	Ford	Expedition	Marked Squad	12	137,758	10,597	169,548	158,951	148,355	127,161	120,447
50,000.00	S-31	2009	Ford	Crown Victoria	Marked Squad	12	115,273	8,867	141,875	133,008	124,140	106,406	97,658
50,000.00	S-38	2009	Ford	Crown Victoria	Marked Squad	12	105,615	8,124	129,988	121,864	113,740	97,491	95,362
50,000.00	S-47	2009	Ford	Crown Victoria	Marked Squad	12	105,543	8,119	129,899	121,780	113,661	97,424	94,873
50,000.00	S-77	2009	Ford	Crown Victoria	Marked Squad	12	131,950	10,150	162,400	152,250	142,100	121,800	110,561

FY 2023

Exhibit A

Vehicle #	Make	Model	Department	Replacement Vehicle	Estimated Cost With SPC Discount	Estimated Cost Without SPC Discount
AC-8	FORD	E150	Animal Control	Transit	\$ 48,500.00	\$ 60,500.00
AC-7	FORD	E150	Animal Control	Transit	\$ 48,500.00	\$ 60,500.00
BZ-6	FORD	ESCAPE	Building Zoning	Escape	\$ 30,000.00	\$ 37,500.00
BZ-11	FORD	ESCAPE	Building Zoning	Escape	\$ 30,000.00	\$ 37,500.00
CS-3	FORD	EXPLORER	Campus Security	Interceptor	\$ 45,500.00	\$ 57,000.00
H-42	FORD	F350	DOT	F350	\$ 61,000.00	\$ 76,000.00
H-46	FORD	F350	DOT	F350	\$ 61,000.00	\$ 76,000.00
H-106	FORD	F250	DOT	F250	\$ 56,000.00	\$ 71,000.00
H-113	FORD	F150	DOT	Explorer	\$ 45,500.00	\$ 57,000.00
H-123	FORD	F250	DOT (FY2022 carryover)	F350	\$ 61,000.00	\$ 76,000.00
H-129	FORD	F250	DOT (FY2022 carryover)	F350	\$ 61,000.00	\$ 76,000.00
EC-2	CHEVROLET	2500EXPRESS	Election Comm	Transit	\$ 48,500.00	\$ 60,500.00
FM-47	FORD	F250	Facilities Mngmnt	F-150	\$ 26,500.00	\$ 33,000.00
FM-6	FORD	F150	Facilities Mngmnt	F-150	\$ 26,500.00	\$ 33,000.00
G-1	FORD	F350SD4X4LT	Grounds Mntce	F-350	\$ 61,000.00	\$ 76,000.00
G-2	FORD	F350SD4X4LT	Grounds Mntce	F-350	\$ -	\$ -
HS-3	FORD	EXPLORER	Human Serv/Weatheriz	Escape	\$ 30,000.00	\$ 37,500.00
PR-8	CHEVROLET	IMPALA	Probation	Escape	\$ 30,000.00	\$ 37,500.00
PR-2	FORD	FUSION	Probation	Escape	\$ 30,000.00	\$ 37,500.00
PR-1	FORD	FUSION	Probation	Escape	\$ 30,000.00	\$ 37,500.00
SACC-510	CHEVROLET	IMPALA	SA Children's Center	Escape	\$ 30,000.00	\$ 37,500.00
SACC-512	FORD	FUSION	SA Children's Center	Escape	\$ 30,000.00	\$ 37,500.00
S-113	FORD	E-350	Sheriffs Office	Transit	\$ 48,500.00	\$ 60,500.00
S-38	FORD	CROWN VICTORIA	Sheriffs Office	Interceptor	\$ 45,500.00	\$ 57,000.00
S-24	FORD	EXPEDITION	Sheriffs Office	Interceptor	\$ 45,500.00	\$ 57,000.00
S-12	FORD	CROWN VICTORIA	Sheriffs Office	Interceptor	\$ 45,500.00	\$ 57,000.00
S-214	FORD	Explorer	Sheriffs Office	Interceptor	\$ 45,500.00	\$ 57,000.00
S-65	FORD	EXPLORER	Sheriffs Office	Interceptor	\$ 45,500.00	\$ 57,000.00
S-68	FORD	EXPLORER	Sheriffs Office	Interceptor	\$ 45,500.00	\$ 57,000.00
S-73	FORD	EXPLORER	Sheriffs Office	Interceptor	\$ 45,500.00	\$ 57,000.00
S-28	FORD	Explorer	Sheriffs Office	Interceptor	\$ 45,500.00	\$ 57,000.00
S-303	Chevy	TRAVERSE	Sheriffs Office	Interceptor	\$ 45,500.00	\$ 57,000.00
S-132	FORD	EXPEDITION	Sheriffs Office	Interceptor	\$ 45,500.00	\$ 57,000.00
S-305	Ford	Escape	Sheriffs Office	Interceptor	\$ 45,500.00	\$ 57,000.00
S-29	FORD	INTERCEPTOR	Sheriffs Office	Interceptor	\$ 45,500.00	\$ 57,000.00
S-45	FORD	EXPLORER	Sheriffs Office	Interceptor	\$ 45,500.00	\$ 57,000.00
SA-517	FORD	FUSION	State's Attorney	Escape	\$ 30,000.00	\$ 37,500.00
SWM-3	FORD	EXPLORER	Stormwater	Escape	\$ 30,000.00	\$ 37,500.00

*2023 pricing is not available. Listed pricing is estimating 10% cost increase from 2022 pricing and SPC discount is estimated at 20% off estimated list

FY 2024 (Order in 2023)

Vehicle #	Make	Model	Department	Replacement Vehicle	Estimated Cost With SPC Discount	Estimated Cost Without SPC Discount
BZ-1	FORD	ESCAPE	Building Zoning	Escape	\$ 30,000.00	\$ 37,500.00
CH-14	FORD	E250	Convalescent Center	Transit	\$ 85,000.00	\$ 90,000.00
CH-13	FORD	E250	Convalescent Center	Transit	\$ 85,000.00	\$ 90,000.00
FM-12	FORD	E150	Facilities Mngmnt	Transit	\$ 48,500.00	\$ 60,500.00
FM-10	FORD	F150	Facilities Mngmnt	F-150	\$ 26,500.00	\$ 33,000.00
FM-33	FORD	F150	Facilities Mngmnt	F-150	\$ 26,500.00	\$ 33,000.00
GS-2	DODGE	GRANDCARAVAN	Gen Svc/Mailroom	Escape	\$ 30,000.00	\$ 37,500.00
HS-4	DODGE	CARAVAN	Human Serv/Weatheriz	Escape	\$ 30,000.00	\$ 37,500.00
PR-7	CHEVROLET	IMPALA	Probation	Escape	\$ 30,000.00	\$ 37,500.00
PS-4	CHEVROLET	IMPALA	Probation Services	Escape	\$ 30,000.00	\$ 37,500.00
PS-3	CHEVROLET	IMPALA	Probation Services	Escape	\$ 30,000.00	\$ 37,500.00
SACC-518	CHEVROLET	IMPALA	SA Children's Center	Escape	\$ 30,000.00	\$ 37,500.00
SACC-515	CHEVROLET	IMPALA	SA Children's Center	Escape	\$ 30,000.00	\$ 37,500.00
S-10	FORD	EXPLORER	Sheriffs Office	Interceptor	\$ 45,500.00	\$ 57,000.00
S-115	FORD	E350	Sheriffs Office	Interceptor	\$ 45,500.00	\$ 57,000.00
S-151	FORD	EXPLORER	Sheriffs Office	Transit	\$ 48,500.00	\$ 60,500.00
S-322	GMC	ACADIA	Sheriffs Office	Interceptor	\$ 45,500.00	\$ 57,000.00
S-333	GMC	ACADIA	Sheriffs Office	Interceptor	\$ 45,500.00	\$ 57,000.00
S-20	FORD	INTERCEPTOR	Sheriffs Office	Interceptor	\$ 45,500.00	\$ 57,000.00
S-52	FORD	INTERCEPTOR	Sheriffs Office	Interceptor	\$ 45,500.00	\$ 57,000.00
S-8	FORD	INTERCEPTOR	Sheriffs Office	Interceptor	\$ 45,500.00	\$ 57,000.00
S-64	FORD	INTERCEPTOR	Sheriffs Office	Interceptor	\$ 45,500.00	\$ 57,000.00
S-37	FORD	INTERCEPTOR	Sheriffs Office	Interceptor	\$ 45,500.00	\$ 57,000.00
S-69	FORD	INTERCEPTOR	Sheriffs Office	Interceptor	\$ 45,500.00	\$ 57,000.00
S-56	FORD	INTERCEPTOR	Sheriffs Office	Interceptor	\$ 45,500.00	\$ 57,000.00
S-89	FORD	INTERCEPTOR	Sheriffs Office	Interceptor	\$ 45,500.00	\$ 57,000.00
S-84	FORD	INTERCEPTOR	Sheriffs Office	Interceptor	\$ 45,500.00	\$ 57,000.00
S-46	FORD	INTERCEPTOR	Sheriffs Office	Interceptor	\$ 45,500.00	\$ 57,000.00
SWM-25	FORD	ESCAPE	Stormwater	Escape	\$ 30,000.00	\$ 37,500.00

*2024 pricing is not available. Listed pricing is assuming vehicles are ordered in 2023 and estimating 10% cost increase from 2022 pricing and SPC discount is estimated at 20% off estimated list



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$226,547.04
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE:	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$226,547.04
	CURRENT TERM TOTAL COST: \$226,547.04	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Willowbrook Ford, Inc.	VENDOR #: 12030	DEPT: Facilities Management	DEPT CONTACT NAME: Tim Harbaugh
VENDOR CONTACT: Joseph Bellavia	VENDOR CONTACT PHONE: 630-986-5000	DEPT CONTACT PHONE #: 630-407-5670	DEPT CONTACT EMAIL: tim.harbaugh@dupagecounty.gov
VENDOR CONTACT EMAIL:	VENDOR WEBSITE:	DEPT REQ #:	

Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). The DuPage County vehicle replacement policy requires that a vehicle be in service a minimum of 12 years or have a minimum of 150,000 miles, and/or must be assessed by a mechanic prior to being considered for replacement.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
Each year as part of the budget process, the Division of Transportation will assess and recommend vehicles to be replaced for the upcoming fiscal year. Due to supply chain and reduced inventory, the County Board authorized the Division of Transportation to move forward with FY2023 through FY2026 vehicle replacement recommendations as soon as contract orders open. FY2022 replacement vehicles were previously requisitioned and ordered and then cancelled. DOT is purchasing comparable priced vehicles off dealers lot. Current PO's will be decreased/closed if applicable.

SECTION 2: DECISION MEMO REQUIREMENTS

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

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

OTHER THAN LOWEST RESPONSIBLE BID

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. FINANCIAL PLANNING
SOURCE SELECTION	Describe method used to select source. The Division of Transportation chose Willowbrook Ford, Inc. in accordance with the DuPage County Procurement Ordinance - Section 2-355 - Circumstances not suitable for bid (extreme supply chain interruption) and DT-R-0306C-22. Available cooperatives are no longer accepting new vehicle orders. Willowbrook Ford, Inc. had the vehicles available and competitively priced.
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. Award a contract to Willowbrook Ford, Inc. This is the recommended option as Willowbrook Ford, Inc. has provided pricing competitive to closed cooperatives and other area dealers.