DU PAGE COUNTY
Finance Committee
Final Regular Meeting Agenda

1. CALL TO ORDER
2. ROLL CALL
3. PRESENTATION
A. Regional Office of Education (ARPA Request)
B. 2023 Draft DuPage County Precinct Map Presentation

## 4. PUBLIC COMMENT

5. CHAIRWOMAN'S REMARKS - CHAIR CHAPLIN
6. APPROVAL OF MINUTES
6.A. 23-1034

Finance Committee - Regular Meeting - Tuesday, February 28, 2023

## 7. BUDGET TRANSFERS

## 7.A. FI-R-0092-23

Budget Transfers 03-14-2023 - Various Companies and Accounting Units

## 8. PROCUREMENT REQUISITIONS

A. Judicial and Public Safety - Evans
8.A.1. JPS-P-0047-23

Recommendation for the approval of a contract purchase order to Business IT Source, Inc., for the renewal purchase of IBM Passport Advantage, for the period April 1, 2023 through March 31, 2024, for a total contract amount of $\$ 94,818.06$, per quote 20-002-CRCT. (Circuit Court Clerk)
B. Public Works - Garcia
8.B.1. FM-P-0051-23

Recommendation for the approval of a contract to Commercial Mechanical, Inc., to provide repairs and maintenance for the tunnel pipe supports for the County Campus, for Facilities Management, for the period March 14, 2023, through November 30, 2023, for a total contract amount not to exceed $\$ 58,000$, per lowest responsible bid 23-019-FM.

## 8.B.2. FM-P-0048-23

Recommendation for the approval of a contract to Martam Construction, Inc. to install an asphalt outdoor visitation recreational area for the 422 Child Advocacy Neutral Exchange Center (CANEC) for social distancing in the amount of $\$ 211,502$, and to install Accessible Parking for Persons with Disabilities (ADA) in front of the 421 JTK building in the amount of $\$ 73,755$, for the period March 15, 2023, through November 30, 2023, for a total contract amount not to exceed $\$ 285,257$; per lowest responsible Bid 22-130-FM. (PARTIAL ARPA ITEM)

## 8.B.3. FM-P-0049-23

Recommendation for the approval of a contract to Gehrke Technology Group, Inc., to furnish and deliver water treatment chemicals, as needed, for campus facilities, for Facilities Management, for the period March 23, 2023 through March 22, 2024 for a contract total amount not to exceed $\$ 90,000$; per renewal option under bid award \#22-016-FM, first option to renew.

## 8.B.4. PW-CO-0002-23

Amendment to the original County Contract 5692-0001 SERV, issued to Fehr Graham \& Associates LLC, to add verbiage to support loans from the IEPA Water Pollution Control Loan Program. No change in contract total.
8.B.5. PW-CO-0003-23

Amendment to County Contract 6163-0001 SERV, issued to Currie Motors Frankfort, Inc., for one (1) dump body 2023 Ford F-550XL Truck and two (2) utility body 2023 Ford F-350XL Trucks, for Public Works and Stormwater, for a change order to increase the contract in the amount of \$39,293 (Stormwater \$22,496 and Public Works \$16,797), an increase of $16.99 \%$. These truck chassis were purchased pursuant to Resolution DT-R-0306B-22.
8.B.6. PW-P-0027-23

Recommendation for the approval of a contract to Drydon Equipment, Inc., for four (4) Filtomat M306 LP wastewater treatment plant effluent water strainers to be installed at the Woodridge Greene Valley Treatment Plant and Knollwood Wastewater Treatment Plant facilities, for Public Works, for the period of March 14, 2023, through November 30 , 2023, for a total contract amount not to exceed $\$ 82,427$, per lowest responsible bid \#23-016-PW.

## 8.B.7. PW-P-0028-23

Recommendation for the approval of a contract purchase order to Home Depot USA, Inc., for miscellaneous maintenance, repair and operation supplies, for Public Works facilities, on an as-needed basis, for the period of March 17, 2023, to November 30, 2026, for a total contract amount not to exceed $\$ 135,000$. Contract pursuant to the Intergovernmental Cooperation Act, OMNIA Partners/US Communities Contract \#16154.

## C. Stormwater-Zay

8.C.1. SM-P-0033-23

Recommendation for the approval of a contract to AT\&T Business, to provide high speed internet services for the County's Flood Control Facilities, for the period of March 14, 2023 through March 14, 2026, for a total contract amount not to exceed $\$ 86,675.10$ per Bid \#23-027-SWM.

## D. Technology - Yoo

## 8.D.1. TE-CO-0006-23

Amendment to County Contract 3866-0001 SERV, issued to Telcom Innovations Group, for the procurement of hardware, software, software maintenance, and labor to replace the County phone system and to provide enhanced support and premium software assurance, to increase the contract amount in the amount of $\$ 21,475.50$ to add software licensing and assurance in order to meet the increased headcount in the Public Defender and State's Attorney's Offices, resulting in a new contract total amount of $\$ 1,239,448.30$, an increase of $1.76 \%$.

## 8.D.2. TE-P-0052-23

Recommendation for the approval of a contract purchase order to Insight Public Sector, for the purchase of laptops, desktops, monitors, and docking stations, for Information Technology, for the period of March 14, 2023 through March 14, 2024, for a contract total amount of $\$ 133,650$. Contract pursuant to the Intergovernmental Cooperation Act, OMNIA Partners IT Products and Services Contract \#44000066644 cooperative purchasing agreement pricing, in compliance with 30 ILCS 525/2 "Governmental Joint Purchasing Act".

## E. Transportation - Ozog

## 8.E.1. DT-O-0048-23

Ordinance for a Highway Authority Benefits Agreement for CH9/Lemont Road \& CH33/75th Street.

## 8.E.2. DT-R-0055-23

Awarding Resolution to A Lamp Concrete Contractors, Inc. for the CH3/Warrenville Road Sidewalk Improvement from I-88 to Illinois 53, Section 20-SDWLK-05-SW, for an estimated County cost of \$309,141.00; Per low bid.

## 9. FINANCE RESOLUTIONS

## 9.A. FI-R-0088-23

Acceptance and Appropriation of the HOME Investment Partnership Grant - American Rescue Plan Grant Agreement No. M21-DP170214, Company 5000-Accounting Unit 1450, \$6,179,987. (Community Services)
9.B. FI-R-0089-23

Correction of a Scrivener's Error in Resolution FI-R-0077-23. (Care Center)
9.C. FI-R-0090-23

Correction of a Scrivener's Error in Resolution FI-R-0028-23. (Sheriff's Office)
9.D. FI-R-0091-23

Approval of an amendment to Resolution FI-R-0075-23, for an amended grant agreement with Poised for Success, for the use of ARPA funds. (ARPA Interest)

## 9.E. FI-R-0093-23

Additional Appropriation for the Adult Redeploy Illinois Program Grant PY23-Inter-Governmental Agreement No. 192301-Company 5000-Accounting Unit 6192 from $\$ 354,223$ to $\$ 409,453$ (an increase of $\$ 55,230$ ). (Probation and Court Services)

## 10. INFORMATIONAL

## A. Payment of Claims

10.A.1.23-0980

02-24-2023 Paylist
10.A.2.23-0997

02-28-2023 Paylist
10.A.3.23-1064

03-03-2023 Paylist
10.A.4.23-1080

03-07-2023 Paylist
10.A.5.23-1083

03-07-2023 Auto Debit Paylist

## B. Appointments

## 10.B.1.CB-R-0063-23

Appointment of Walter Daniel Perez, M.D. - Public Member to the Board of Health.

## C. Grant Proposal Notifications

10.C.1.23-1012

GPN 010-23: Sustained Traffic Enforcement Program FY24-Illinois Department of Transportation - U.S. Department of Transportation - $\$ 40,776.88$. (Sheriff's Office)
10.C.2.23-1013

GPN 011-23: State Criminal Alien Assistance Program FY2022 - U.S. DOJ - Bureau of Justice Assistance - \$682,372.26. (Sheriff's Office)
10.C.3.23-1048

GPN 012-23: Congestion Mitigation and Air Quality Improvement Program - IL Route 38/Roosevelt Road at CH23/Naperville Road Intersection Improvements - Illinois Department of Transportation - U.S. Department of Transportation - \$5,179,601.00.
10.C.4.23-1049

GPN 013-23: FY2024-2028 Surface Transportation Program (STP) - IL Route 53 (IL Route 56 to Park Blvd) Roadway Reconstruction - Illinois Department of Transportation - U.S. Department of Transportation - \$20,160,000.
10.C.5.23-1050

GPN 014-23: Congestion Mitigation and Air Quality Improvement Program - IL Route 38/Roosevelt Road at CH13/Winfield Road Intersection Improvements - Illinois Department of Transportation - U.S. Department of Transportation - \$10,649,920.
10.C.6.23-1014

GPN 015-23: Family Violence Coordinating Council SFY24-Illinois Criminal Justice Information Authority - \$38,300. (18th Judicial Circuit Court)

## 11. OLD BUSINESS

12. NEW BUSINESS
13. EXECUTIVE SESSION

Pursuant to Open Meetings Act 5 ILCS 120/2 (c) (2) - Collective Negotiating Matters

## 14. MATTERS REFERRED FROM EXECUTIVE SESSION

14.A. 23-1113

FI-R-0019A-22 - Amendment to the Collective Bargaining Agreement between the County of DuPage and American Federation of State, County and Municipal Employees (AFSCME), Council 31. (Care Center)

## 15. ADJOURNMENT

1. CALL TO ORDER

8:00 AM meeting was called to order by Chair Chaplin at 8:00 AM.
2. ROLL CALL

| PRESENT | Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, <br> Galassi, Garcia, Gustin, Krajewski, Rutledge, Schwarze, Tornatore, <br> Yoo, and Zay |
| :--- | :--- |
| ABSENT | LaPlante, and Ozog |

## 3. PRESENTATION

American Rescue Plan Act (ARPA) Presentation
Mary Catherine Wells, Deputy Chief Financial Officer, provided the Committee with an overview of the American Rescue Plan Act ("ARPA"). Grant funds must be obligated by $12 / 31 / 2024$ and spent by $12 / 31 / 2026$. The County's five main ARPA budget categories with funds allocated to them are: Public Health (\$33.9M), Water \& Sewer (\$24.9M), Community Assistance (\$32.4M), Campus Projects (\$54.9M), and Economic Stimulus (\$21.5M). \$11.6M in funds are currently unallocated. ARPA funding has been broken down into three buckets: ARPA General, ARPA Standard Allowance, and ARPA Investment Income. Each bucket has separate reporting requirements and restrictions on the use of funds. Nick Kottmeyer, Chief Administrative Officer, reviewed pending ARPA requests next. Committee members were in favor of a project that would support small non-profits, and were also in favor of performing a feasibility study regarding cultural amenities and sports facilities. Staff will work on developing these projects and proposals will be brought before the Committee for approval at a later date.

## 4. PUBLIC COMMENT

No public comment was offered.

## 5. CHAIRWOMAN'S REMARKS - CHAIR CHAPLIN

No remarks were offered.

## 6. APPROVAL OF MINUTES

6.A. $\underline{\mathbf{2 3 - 0 9 1 1}}$

Finance Committee - Regular Meeting - Tuesday, February 14, 2023

| RESULT: | APPROVED |
| :--- | :--- |
| MOVER: | Sam Tornatore |
| SECONDER: | Patty Gustin |

## 7. BUDGET TRANSFERS

## 7.A. FI-R-0087-23

Budget Transfers 02-28-2023 - Various Companies and Accounting Units
A motion was made by Member Krajewski and seconded by Member Cahill to discharge the Human Services Committee for budget transfers regarding Aging Case Coordination Unit Grants, US Treasury Emergency Assistance Fund, and Employee Benefits; the Judicial and Public Safety Committee for the budget transfer regarding MICAP; and, the Public Works Committee for the budget transfer regarding Water Operations.

| RESULT: | APPROVED |
| :--- | :--- |
| MOVER: | Brian Krajewski |
| SECONDER: | Cynthia Cronin Cahill |

## 8. PROCUREMENT REQUISITIONS

## A. Finance-Chaplin

8.A.1. 23-0798

Decrease and close Purchase Order 5330-0001 SERV, issued to Mesirow (an Alliant company), in the amount of $\$ 54,000$. Contract has expired.

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RESULT: APPROVED
MOVER: Brian Krajewski
SECONDER: Jim Zay
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8.A.2. $\underline{\mathbf{2 3 - 0 7 9 9}}$

Approval of an extension to Purchase Order 5607-0001 SERV, issued to Rock Fusco \& Connelly LLC, to extend through March 31, 2023. (State's Attorney's Office)

| RESULT: | APPROVED |
| :--- | :--- |
| MOVER: | Brian Krajewski |
| SECONDER: | Patty Gustin |

8.A.3. $\mathbf{2 3 - 0 8 0 0}$

Approval of an extension to Purchase Order 4139-0001 SERV, issued to Rock Fusco \& Connelly LLC, to extend through November 30, 2023. (State's Attorney's Office)

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RESULT: APPROVED
MOVER: Brian Krajewski
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SECONDER: Paula Garcia
8.A.4. 23-0924

Approval of an agreement with O'Hagan Meyer, LLC, to provide legal services as Special Assistant State's Attorneys, for the time period January 1, 2023 through December 31, 2023, for the State's Attorney's Office, for an amount not to exceed $\$ 25,000$. (State's Attorney's Office - Case 1:21-cv-06894)

## RESULT: APPROVED

MOVER: Brian Krajewski
SECONDER: Paula Garcia
8.A.5. 23-0970

Informational Only - Purchase of one (1) Ford Transit 250, for the DuPage County Election Commission, for a contract total not to exceed \$52,555.26. (Election Division)

## RESULT: APPROVED

## B. Animal Services - Krajewski

## 8.B.1. AS-P-0047-23

Recommendation for the approval of a purchase order to Turner Vet Services LLC to provide mobile veterinary and backup veterinary services for the Animal Services Department for the period of March 1, 2023 to February 29, 2024, for a contract total amount not to exceed $\$ 55,725.00$. Professional services not subject to competitive bidding per 55 ILCS 5/5-1022(c) has been negotiated in accordance with 2-353(1)(b) of the DuPage County Purchasing Ordinance. All expenses paid for via grant from DuPage Animal Friends (5000-1310).

## RESULT: APPROVED <br> MOVER: Brian Krajewski <br> SECONDER: Cynthia Cronin Cahill

## C. Economic Development - LaPlante

## 8.C.1. ED-R-0016-23

DuPage Convention \& Visitors Bureau Designation of Representation for Grant Purposes

| RESULT: | APPROVED |
| :--- | :--- |
| MOVER: | Kari Galassi |
| SECONDER: | Sadia Covert |

## D. Human Services - Schwarze

## 8.D.1. HS-CO-0008-23

Amendment to contract purchase order 5974-0001 SERV, issued to Packaging Hero, for corrugated disposable trays for the DuPage Care Center, for the period of August 26, 2022 through August 25, 2023, to increase encumbrance in the amount of $\$ 13,960$, resulting in a new contract total amount of $\$ 27,920$, a $100 \%$ increase. (ARPA ITEM)

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RESULT: APPROVED
MOVER: Greg Schwarze
SECONDER: Patty Gustin
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## 8.D.2. HS-P-0048-23

Recommendation for the approval of a contract purchase order to UNITED Pharmacy Staffing, to provide supplemental pharmacy staffing to the DuPage Care Center, Pharmacy Department, for the period March 1, 2023 through February 29, 2024, for a total contract not to exceed $\$ 30,000.00$, per Bid \#23-030-DCC.

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RESULT: APPROVED
MOVER: Greg Schwarze
SECONDER: Patty Gustin
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## 8.D.3. HS-P-0049-23

Recommendation for the approval of a contract purchase order to SpotOn, for Point of Sale System, for the DuPage Care Center Dining Services and other cafes on County Campus, for three one-year periods, March 1, 2023 through February 28, 2026, for a total contract not to exceed $\$ 47,713.45$, per bid \#23-002-DCC.

## RESULT: APPROVED

MOVER: Greg Schwarze
SECONDER: Michael Childress

## 8.D.4. HS-P-0050-23

Recommendation for the approval of a contract purchase order to Cook's Direct, Incorporated, to furnish and deliver various kitchen equipment for the JTK Administration Building and the Judicial Office Facility Cafeterias, for the period March 1, 2023 through November 30, 2023, for a contract not to exceed $\$ 169,765.64$, per Cooperative Government Joint Purchasing, Sourcewell contract \#063022.

## RESULT: APPROVED

MOVER: Greg Schwarze

SECONDER: Sadia Covert

## 8.D.5. HS-P-0051-23

Recommendation for the approval of a contract to Performance FoodService, for secondary food supplier and chemicals, for the DuPage Care Center, for the period March 1, 2023 through February 29, 2024, for a contract total not to exceed $\$ 122,000$; per bid \#23-020-DCC.

RESULT: APPROVED
MOVER: Greg Schwarze
SECONDER: Paula Garcia

## E. Judicial and Public Safety - Evans

## 8.E.1. JPS-P-0046-23

Recommendation for the approval of a contract issued to Conference Technologies, Inc.
("CTI"), for the purchase, installation and programming of equipment for three
courtrooms at the Henry J. Hyde Judicial Office Facility, for the period March 1, 2023 through June 30, 2023, for a total contract amount not to exceed $\$ 87,964.91$, per 55 ILCS 5/5-1022 "Competitive Bids" (c) not suitable for competitive bids - sole source working with proprietary software built specifically for the courthouse. Grant Funded. (18th Judicial Circuit Court)

A motion was made by Member Evans and seconded by Member Gustin to discharge the Judicial and Public Safety Committee for item 8.E.1. under Judicial and Public Safety.

## RESULT: APPROVED

MOVER: Lucy Evans
SECONDER: Yeena Yoo

## F. Public Works - Garcia

8.F.1. 23-0816

Final renewal of the Steeple Run Water Tower Lease Agreement with T-Mobile.

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RESULT: APPROVED
MOVER: Paula Garcia
SECONDER: Yeena Yoo
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## 8.F.2. PW-P-0025-23

Recommendation for the approval of a contract to Rowell Chemical Corporation, for Sodium Hypochlorite for the Woodridge Greene Valley Treatment Plant and Knollwood

Wastewater Treatment Facilitiy, for Public Works, for the period of April 1, 2023, to March 31, 2024, for a total contract amount not to exceed \$100,000; per low bid \#23-014-PW.

| RESULT: | APPROVED |
| :--- | :--- |
| MOVER: | Paula Garcia |
| SECONDER: | Cynthia Cronin Cahill |

## 8.F.3. PW-P-0026-23

Recommendation for the approval of a contract to Univar Solutions USA, Inc., to provide Sodium Bisulfite to the Woodridge Greene Valley Treatment Plant and Knollwood Wastewater Treatment Facility, for Public Works on an as-needed basis, for the period of April 1, 2023, to March 31, 2024, for a contract total amount not to exceed \$40,000; per most qualified offer, per bid \#21-105-PW, first option to renew.

| RESULT: | APPROVED |
| :--- | :--- |
| MOVER: | Paula Garcia |
| SECONDER: | Cynthia Cronin Cahill |

## G. Technology - Yoo

## 8.G.1. TE-P-0051-23

Recommendation for the approval of a contract purchase order to SHI International Corp, Inc., for annual licensing of the Zendesk customer service solution, for Information Technology. This contract covers the period of March 17, 2023 through March 16, 2024, for a total contract amount of $\$ 59,287.41$, per Cooperative Purchasing Agreement Pricing, in compliance with 30 ILCS 525/2 "Governmental Joint Purchasing Act" National Joint Powers Alliance / Sourcewell Contract \#081419-SHI.

A motion was made by Member Yoo and seconded by Member Tornatore to discharge the Technology Committee for item 8.G.1. under Technology.

RESULT: APPROVED
MOVER: Yeena Yoo
SECONDER: Sheila Rutledge

## H. Transportation - Ozog

8.H.1. DT-P-0053-23

Recommendation for the approval of a contract to Applied Research Associates, Inc., for Pavement Condition Rating and Annual Maintenance and Support Services for the DuPage County Pavement Management Program, for a contract total not to exceed $\$ 125,125.55$; Other Professional Services not subject to competitive bidding per 55 ILCS

5/5-1022(c). Vendor selected pursuant to DuPage County Code Section 2-353(1)(b). (Proprietary Software/Maintenance).

## RESULT: APPROVED

MOVER: Sam Tornatore
SECONDER: Dawn DeSart

## 8.H.2. DT-P-0054-23

Recommendation for the approval of a contract to Christopher B. Burke Engineering, Ltd., to provide Phase II Professional Design Engineering Services for the Flashing Yellow Arrow Corridor Project along CH 38/63rd Street, from Suffield Court to Americana Drive, Section 20-00288-05-TL, for a contract total not to exceed \$254,905.15; Professional Services (Architects, Engineers \& Land Surveyors) vetted through a qualification-based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/1 et. seq.

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RESULT: APPROVED
MOVER: Sam Tornatore
SECONDER: Paula Garcia
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## 9. FINANCE RESOLUTIONS

9.A. FI-R-0077-23

Authorization to transfer $\$ 169,766$ in budget to General Fund Special Accounts for Fiscal Year 2023. (Care Center)

| RESULT: | APPROVED |
| :--- | :--- |
| MOVER: | Brian Krajewski |
| SECONDER: | Paula Garcia |

9.B. FI-R-0078-23

Additional appropriation for the DuPage Care Center Fund, Company 1200, Accounting Unit 2000, \$169,766. (Care Center)

A motion was made by Member Krajewski and seconded by Member Zay to combine items under 9.B., 9.C. and 9.D. under Finance Resolutions.

```
RESULT: APPROVED
MOVER: Brian Krajewski
SECONDER: Paula Garcia
```

9.C. FI-R-0079-23

Additional appropriation for the Special Service Area Number 35 (Lakes of Royce Renaissance) Unlimited Ad Valorem Tax Bonds, Series 2012A Debt Service Fund, Company 7100, Accounting Unit 7500, for Fiscal Year 2023, in the amount of $\$ 100$.

RESULT: APPROVED
MOVER: Brian Krajewski
SECONDER: Paula Garcia
9.D. FI-R-0080-23

Acceptance and Appropriation of the Illinois Court Technology Modernization Program Grant FY23 - Agreement No. TM23-045 - Company 5000 - Accounting Unit 5925 $\$ 142,726$. (18th Judicial Circuit Court)

RESULT: APPROVED<br>MOVER: Brian Krajewski<br>SECONDER: Paula Garcia

9.E. FI-R-0081-23

County Board Rules Recommended Changes (First Reading)

| RESULT: | FIRST READING |
| :--- | :--- |
| MOVER: | Brian Krajewski |
| SECONDER: | Paula Garcia |

9.F. FI-R-0082-23

Authorization to transfer and appropriate $\$ 10,000,000$ in additional funds from the General Fund to the County Infrastructure Fund for Fiscal Year 2022.

A motion was made by Member Krajewski and seconded by Member Garcia to combine items 9.F., 9.G., 9.H. and 9.I. under Finance Resolutions.

RESULT: APPROVED
MOVER: Brian Krajewski
SECONDER: Paula Garcia

## 9.G. FI-R-0083-23

Authorization to transfer and appropriate $\$ 2,500,000$ in additional funds from the General Fund to the Building \& Zoning Fund for Fiscal Year 2022.

## RESULT: APPROVED

MOVER: Brian Krajewski
SECONDER: Paula Garcia

## 9.H. FI-R-0084-23

Authorization to transfer and appropriate $\$ 4,000,000$ in additional funds from the General Fund to the County Infrastructure Fund for Fiscal Year 2022.

RESULT: APPROVED
MOVER: Brian Krajewski
SECONDER: Paula Garcia

## 9.I. FI-R-0085-23

Authorization to transfer and appropriate $\$ 1,800,000$ in additional funds from the General Fund to the Tort Liability Fund for Fiscal Year 2022.

## RESULT: APPROVED

MOVER: Brian Krajewski
SECONDER: Paula Garcia
9.J. FI-R-0086-23

Revision of FI-R-0466-22 - Compensation Structure and Wage Adjustment Guidelines.
RESULT: APPROVED
MOVER: Brian Krajewski
SECONDER: Patty Gustin

## 10. INFORMATIONAL

A motion was made by Member Krajewski and seconded by Member Tornatore to receive and place on file: Payment of Claims and Appointments.

## A. Payment of Claims

10.A.1.23-0779

02-10-2023 Paylist
10.A.2.23-0797

02-14-2023 Paylist
10.A.3.23-0889

02-16-2023 Public Works Refunds Paylist
10.A.4.23-0892

02-16-2023 Auto Debit Paylist

## 10.A.5.23-0903

02-17-2023 Paylist

## B. Appointments

10.B.1.CB-R-0052-23

Appointment of Donald E. Puchalski to the DuPage Airport Authority.
10.B.2. CB-R-0053-23

Appointment of Bryan Hacker to the DuPage Airport Authority.
10.B.3. CB-R-0054-23

Appointment of Michael Tillman as a Member (Emergency Services) of the Emergency Telephone System Board for 9-1-1.

## 10.B.4. CB-R-0055-23

Appointment of Joseph Maranowicz as a Member (Municipal) of the Emergency Telephone System Board for 9-1-1.

## 10.B.5. CB-R-0056-23

Appointment of Saba Haider - Public Member to the Board of Health.
10.B.6.CB-R-0057-23

Appointment of David Russo to the DuPage Water Commission District 6.
10.B.7.CB-R-0058-23

Appointment of James F. Zay Jr. as Chairman of the DuPage Water Commission.
10.B.8. CB-R-0059-23

Appointment of Daniel F. Hanlon as Ethics Adviser of DuPage County.

## 10.B.9. CB-R-0060-23

Appointment of Gregory Vaci as the DuPage County Investigator General.

## 10.B. 1 CB-R-0061-23

0. Appointment of Jenna Fahey Heller as Weed Control Superintendent.

## 10.B. 1 CB-R-0062-23

1. Appointment of Melody E. Coleman to the Board of Directors of the DuPage County Historical Museum Foundation.

| RESULT: | APPROVED THE CONSENT AGENDA |
| :--- | :--- |
| MOVER: | Brian Krajewski |
| SECONDER: | Sam Tornatore |
| AYES: | Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, <br>  <br>  <br>  <br> Galassi, Garcia, Gustin, Krajewski, Rutledge, Schwarze, Tornatore, |

ABSENT: LaPlante, and Ozog

## 11. OLD BUSINESS

A request was made by the Committee for an update on ARPA funds that have been allocated but which may be left unspent. An analysis of the unspent funds will be prepared closer towards the end of 2023.
12. NEW BUSINESS

No new business was offered.
13. EXECUTIVE SESSION

A motion was made by Member Gustin and seconded by Member Evans to enter into Executive Session.
Pursuant to Open Meetings Act 5 ILCS 120/2 (c) (2) - Collective Negotiating Matters
A motion was made by Member Garcia and seconded by Member Yoo to adjourn Executive Session.
14. ADJOURNMENT

A motion was made by Member Tornatore and seconded by Member Yoo to adjourn at 9:45 AM.

## BUDGET TRANSFERS-VARIOUS COMPANIES AND ACCOUNTING UNITS FISCAL YEAR 2023

WHEREAS, it appears that certain appropriations for various County companies and accounting units are insufficient to cover necessary expenditures for the balance of the 2023 fiscal year; and

WHEREAS, it appears that there are other appropriations within these companies and accounting units from which transfers can be made at the present time to meet the need for funds.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached transfers be made within the indicated companies and accounting units.

Enacted and approved this 14th of March, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: $\qquad$

DuPage County, Illinols
BUDGET ADJUSTMENT
Effectlve October, 2022


Reason for Request:
This budget transfer is to cover the cost of furniture for the new headcount/Program Manager position at the DuPage County Family Center that was added and approved for FY23. Furniture prices have increased significantly since the budget was prepared in July 2022.

Activity

(optional)
Chief Financial Officer
original form***
*Please sign in blue ink on the original form***

Finance Department Use Only
Fiscal Year_ג了 Budget Journal\# $\qquad$ Acctg Period $\qquad$
Entered By/Date $\qquad$ Released \& Posted By/Date

DuPage County, Ilinois
BUDGET ADJUSTMENT
Effective October, 2022


Reoson for Request:


FFN/CB-3/14/23

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October, 2022


HUMAN RESOURCES
To: Company/Accounting Unit Name
Finance Dept Use Only
Available Balance Date of

| Accounting |  |  |  | Finance Dept Use Only |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Unit | Account | Sub-Account | Title |  | unt | Prior to Transfer | After Transfer | Balance |
| 1120 | 53830 |  | OTHER CONTRACTUAL EXPENSES | \$ | 1,500.00 | $(1,33100)$ | $169.0 V$ | $3 / 1 / 23$ |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  | Total | \$ | 1,500.00 |  |  |  |

Reason for Request:
Budget transfer to cover quarterly invoices from C.A. Short to cover awards and shipping until vendor can directly charge each department.

Activity
$\overline{\text { (optional) }}$


䜌 $0^{3}$
****Please sign in blue ink on the original form****


DuPage County, Illinois bUDGET ADJUSTMENT EffectIve October, 2022

USS. TREASURY - DEC
From: Company/Accounting Unit Name


USS. TREASURY - PC
To: Company/Accounting Unit Name

Reason for Request:

\[\)|  FY23 - transfer monies for cleaning supplies for the ARPA  2  line that have been encumbered for Sysco and Performance  |
| :--- |
|  Food Contracts  |

\]

Activity

FInance Department Use Only
 Budget Journal \# $\qquad$ Actg Period $\qquad$
Entered By/Date $\qquad$ Released \& Posted By/Date

HHS - 3/723
FIN/CB- 3/1423

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October, 2022
Stormwater Management Crew vehicles are serviced and evaluted for replacement by Public Works. The FY22 budget included a truck replacement which could not be fulfilled in FY22, additionally after the FY23 budget was developed it was determined another truck was due to be replaced in FY24. In response to dificulty in sourcing vehicles, especially service/crew trucks, and the updated vehicle purchasing directive the department brought forward a resolution (PW. P. 021-23) for the purchase of 2 trucks for Stormwater. It has been confirmed the order can be fulfilled, and therefore a budget transfer is necessary to purchase the FY24 truck. Funds for this purchase is avallble in the department's FY 23 budget under Contingencies.

Reason for Request:

## (optional)


****Please sign in blue ink on the original form****
Finance Department Use Only
Fiscal Year $\forall$.
Budget Journal \# Actg Period
Entered By/Date $\qquad$ Released \& Posted By/Date

SW - 3/723

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October, 2022

AGING CASE COORD UNIT GRANTS
From: $\frac{5000}{\text { Company \# }}$
From: Company/Accounting Unit Name


AGING CASE COORD UNIT GRANTS
To: Company/Accounting Unit Narne
To: $\frac{5000}{\text { Company \# }}$


Reason for Request:

Activity

(optional)
****Please sign in blue ink on the original form****


Finance Department Use Only

## Actg Period

HHS - 3/7/23
FIN $\angle B-3 / 1 M / 2\}$

DuPage County, Illinois BUDGET ADJUSTMENT Effective October, 2022
FACILITIES MANAGEMENT
From: Company/Accounting Unit Name
Finance Dept Use Only

FACILITIES MANAGEMENT
To: Company/Accounting Unit Name


Reason for Request:
Budget transfer needed for unforeseen increase in cost of toilet tissue and paper towels for the county campus. Went out to bid in November, 2022 and our cost more than doubled.

Activity

## (optional)

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

Finance Department Use Only
Fiscal Year $\partial\}$ Budget Journal \# $\qquad$ Actg Period

Entered By/Date $\qquad$ Released \& Posted By/Date
pw -3/723

# AWARDING RESOLUTION ISSUED TO BUSINESS IT SOURCE <br> FOR IBM PASSPORT ADVANTAGE FOR CIRCUIT COURT CLERK (CONTRACT TOTAL AMOUNT \$94,818.06) 

WHEREAS, proposals have been taken and evaluated in accordance with County Board policy; and
WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for the issuance of a contract to Business IT Source, Inc, for Renewal of IBM Passport Advantage, for the period of April 1, 2023 through March 31, 2024, for Circuit Court Clerk

NOW, THEREFORE BE IT RESOLVED, that said contract is for Circuit Court Clerk, for the period of April 1, 2023 through March 31, 2024 for Circuit Court Clerk per bid 20-002-CRCT, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Business IT Source, 850 Asbury Drive, Unit B, for a contract total amount of \$94,818.06.

Enacted and approved this 14th of March, 2023 at Wheaton, Illinois.

Attest: $\qquad$
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 |  |
| $\begin{aligned} & \text { FILE ID\#: } \\ & \text { 23-0681 } \end{aligned}$ | RFP, BID, QUOTE OR RENEWAL \#: 20-002-CRCT | INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS | INITIAL TERM TOTAL COST: $\$ 84,413.18$ |
| COMMITTEE: JUDICIAL AND PUBLIC SAFETY | TARGET COMMITTEE DATE: $03 / 07 / 2023$ | PROMPT FOR RENEWAL: | CONTRACT TOTAL COST WITH ALL RENEWALS: $\$ 359,207.30$ |
|  | CURRENT TERM TOTAL COST: $\$ 94,818.06$ | MAX LENGTH WITH ALL RENEWALS: FOUR YEARS | CURRENT TERM PERIOD: THIRD RENEWAL |
| Vendor Information |  | Department Information |  |
| VENDOR: <br> Business IT Source, Inc | VENDOR \#: $12792$ | DEPT: <br> Circuit Court Clerk | DEPT CONTACT NAME: Kevin Vaske |
| VENDOR CONTACT: Tom Corley | VENDOR CONTACT PHONE: $847-793-0600$ | DEPT CONTACT PHONE \#: 630-407-8647 | DEPT CONTACT EMAIL: <br> kevin.vaske@18thjudicial.org |
| VENDOR CONTACT EMAIL: tomc@bitsinc.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.). The annual renewal of IBM Passport Advantage. This is the annual contract for IBM software licensing and support for seven products implemented on our AS/400 and/or Windows servers |  |  |  |
| JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Renewal of our IBM Passport Advantage - the IBM software that runs on our AS/400 and other servers. This software is used by the Circuit Court Clerks core application. |  |  |  |


|  | SECTION 2: DECISION MEMO REQUIREMENTS |
| :--- | :--- |
| DECISION MEMO NOT REQUIRED <br> RENEWAL | 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. |


| SECTION 3: DECISION MEMO |  |
| :--- | :--- |
| STRATEGIC IMPACT | Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. |
| SOURCE SELECTION | Describe method used to select source. |
| RECOMMENDATION <br> AND <br> TWO <br> ALTERNATIVES | Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including <br> status quo, (i.e., take no action). |


| SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION |  |
| :--- | :--- |
| JUSTIFICATION | Select an item from the following dropdown menu to justify why this is a sole source procurement. |
| NECESSITY AND <br> UNIQUE FEATURES | Describe the product or services that are not available from other vendors. Explain necessary and unique features or <br> services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be <br> 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 <br> 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 <br> services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted. |


| SECTION 5: Purchase Requisition Information |  |  |  |
| :---: | :---: | :---: | :---: |
| Send Purchase Order To: |  | Send Invoices To: |  |
| Vendor: <br> Business IT Source, Inc | Vendor\#: $12792$ | Dept: <br> Circuit Court Clerk | Division: <br> Accounting |
| Attn: <br> Tom Corley | Email: <br> tomc@bitsinc.com | Attn: <br> Julie Ellefsen | Email: <br> julie.ellefsen@18thjudicial.org |
| Address: <br> 850 Asbury Drive, Unit B | City: <br> Buffalo Grove | Address: <br> 505 N County Farm Road | City: <br> Wheaton |
| State: <br> IL | $\begin{array}{\|l\|} \hline \text { Zip: } \\ 60089 \end{array}$ | State: <br> IL | Zip: 60187 |
| Phone: 847-793-0600 | Fax: | Phone: 630-407-8590 | Fax: |
| Send Payments To: |  | Ship to: |  |
| Vendor: <br> Business IT Source, Inc | Vendor\#: <br> 12792 | Dept: Circuit Court Clerk | Division: <br> Accounting |
| Attn: <br> Tom Corley | Email: <br> tomc@bitsinc.com | Attn: <br> Samantha Houk | Email: <br> samantha.houk@18thjudicial.org |
| Address: <br> 850 Asbury Drive, Unit B | City: <br> Buffalo Grove | Address: <br> 505 N County Farm Road | City: <br> Wheaton |
| State: <br> IL | $\begin{array}{\|l\|} \hline \text { Zip: } \\ 60089 \end{array}$ | State: <br> IL | $\begin{array}{\|l\|} \hline \text { Zip: } \\ 60187 \end{array}$ |
| Phone: 847-793-0600 | Fax: | Phone: 630-407-8583 | Fax: |
| Shipping |  | Contract Dates |  |
| Payment Terms: PER 50 ILCS 505/1 | FOB: <br> Destination | Contract Start Date (PO25): <br> Apr 1, 2023 | Contract End Date (PO25): <br> Mar 31, 2024 |
| 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 |  | IBM Passport Advantage | FY23 | 1400 | 6720 | 53807 |  | 94,818.06 |  | 94,818.06 |
| $F Y$ is required, assure the correct $F Y$ is selected. |  |  |  |  |  |  |  |  |  | Requisition Total | \$ | 94,818.06 |


| 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
$\checkmark$ Vendor Ethics Disclosure Statement

## Quote

| Date | $2 / 3 / 2023$ |
| :--- | :---: |
| Estimate \# | 101552 |
|  |  |
| Expires | $2 / 28 / 2023$ |
| BITS Outside Sales Rep | Tom Corley |
| PO \# |  |
| Ship Via | Electronic Delivery |
| Customer Memo | 2023 IBM passport Renewal |

## Bill To

Julie Ellefsen
Clerk of the Circuit Court of DuP.
505 N County Farm Road
Wheaton IL 60189
United States
julie.ellefsen@18thjudicial.org

## Ship To

Samantha Houk
18th Judicial Court
505 N County Farm Road
Wheaton IL 60187
United States
Mary.Heaton@18thjudicial.org;t...

850 Asbury Drive
Unit B
Buffalo Grove, IL 60089
847-793-0600

| Item | Quantity | Description | Price | Extended Price | Disty |
| :---: | :---: | :---: | :---: | :---: | :---: |
| E01MJLL | 1 | IBM Rational Application Developer for WebSphere Software Authorized User Annual SW | 1,216.18 | 1,216.18 |  |
| E02K5LL | 1 | IBM DB2 Connect Enterprise Edition 25 Authorized User Annual SW Subscription \& Support Renewal | 792.23 | 792.23 | 0 |
| E0Q5WLL | 3 | IBM Db2 Standard Edition VPC Option Virtual Processor Core Annual SW Subscription \& Support Renewal 12 Months | 652.93 | 1,958.79 |  |
| EOLWCLL | 12 | IBM SPECTRUM <br> PROTECT FOR DATA RETENTION TERABYTE (1-12) <br> ANNUAL SW SUBSCRIPTION \& SUPPORT RENEWAL | 288.22 | 3,458.64 |  |
| E1BGELL | 16 | IBM Host Access Client Package for Multiplatforms Authorized User Annual SW Subscription \& | 69.89 | 1,118.24 | 0 |
| E025QLL | 100 | IBM WebSphere Application Server Processor Value Unit (PVU) Annual SW Subscription \& | 12.58 | 1,258.00 |  |
| E066BLL | 378 | IBM Content Manager Authorized User Value Unit SW Subscription \& Support Renewal | 224.91 | 85,015.98 |  |
| Thank you for your business. Stioner |  |  | Shipping Cost (Electronic $\begin{aligned} \text { Subtotal } \\ \text { Delivery) }\end{aligned}$ |  | ,818.06 |
|  |  |  | 0.00 |


|  |  |  |  |  |  | $\checkmark$ |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  | Business IT | Source,Inc. | Logic | alis | CDW Gover | ment, LLC | Insight Public | Sector, Inc. |
| No. | Item/Description | Part No. | UOM | Qty | Price | Extended Price | Price | Extended Price | Price | Extended Price | Price | Extended Price |
| 1 | IBM Rational Application Developer for WebSphere Software | E01MJLL | EACH | 1 | \$ 1,036.80 | \$ 1,036.80 | \$ 1,063.80 | \$ 1,063.80 | \$ 1,099.98 | \$ 1,099.98 | \$ 1,108.14 | \$ 1,108.14 |
| 2 | IBM WebSphere Application Server Processor | E025QLL | EACH | 100 | \$ 10.77 | \$ 1,077.00 | \$ 11.05 | \$ 1,105.00 | \$ 11.42 | \$ 1,142.00 | \$ 11.51 | \$ 1,151.00 |
| 3 | IBM Db2 Connect Enterprise Edition 25 | E02K5LL | EACH | 1 | \$ 677.28 | \$ 677.28 | \$ 694.92 | \$ 694.92 | \$ 718.55 | \$ 718.55 | \$ 723.89 | \$ 723.89 |
| 4 | IBM Content Manager | E066BLL | EACH | 378 | \$ 192.58 | \$ 72,795.24 | \$ 197.59 | \$ 74,689.02 | \$ 204.31 | \$ 77,229.18 | \$ 205.82 | \$ 77,799.96 |
| 5 | IBM InfoSphere Data Replication Processor | EOCPULL | EACH | 100 | \$ 35.66 | \$ 3,566.00 | \$ 36.59 | \$ 3,659.00 | \$ 37.84 | \$ 3,784.00 | \$ 38.11 | \$ 3,811.00 |
| 6 | IBM Spectrum Protect for Data Retention Terabyte (1-12 | EOLWCLL | EACH | 12 | \$ 261.12 | \$ 3,133.44 | \$ 267.92 | \$ 3,215.04 | \$ 277.01 | \$ 3,324.12 | \$ 279.08 | \$ 3,348.96 |
| 7 | IBM Db2 Standard Edition VPC Option Virtual Processor Core | OLWCLL-A | EACH | 3 | \$ 310.94 | \$ 932.82 | \$ 319.04 | \$ 957.12 | \$ 329.89 | \$ 989.67 | \$ 332.33 | \$ 996.99 |
| 8 | IBM Host Access Client Package for Multiplatforms | E1BGELL | EACH | 20 | \$ 59.73 | \$ 1,194.60 | \$ 61.29 | \$ 1,225.80 | \$ 63.37 | \$ 1,267.40 | \$ 63.84 | \$ 1,276.80 |
|  |  |  |  |  | GRAND TOTAL | \$ 84,413.18 |  | \$ 86,609.70 |  | \$ 89,554.90 |  | \$ 90,216.74 |

## Notes:

1) Team SHI was deemed non-responsive as bids submitted by email cannot be accepted

| Bid Opening January 30, 2020 @ 2:30 p.m. attended by | BB, DA |
| ---: | :---: |
| Invitations Sent | 81 |
| Bid Documents Requested | 25 |
| Bid Submittals Received | 5 |

State of Illinois

## FUND AUTHORIZATION

The undersigned being the Chief Judge of the $18^{\text {th }}$ Judicial Circuit Court of DuPage County, Illinois and in accordance with 705 ILCS 105/27.3a and Ordinance JLE 012-84, adopted October 9, 1984 by the DuPage County Board and as amended, establishing the COURT AUTOMATION FUND, do hereby authorize the funding of the attached purchase requisition.

1400-6720-53807

Requisition \#:23-0681
Business IT Source
850 Asbury Drive, Unit B
Buffalo Grove, IL 60089

Hon. Kenneth L. Popejo
Chief Judge

Date $2 / 16 / 2023$

## AMENDMENT FOR CONTRACT RENEWAL

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and Business IT Source Inc., 850 Asbury Dr, Unit B Buffalo Grove, IL 60089 hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to BID\# 20-002-CRCT which became effective on 04/01/2022 and which expires on 03/31/2023. The contract is subject to a third of three options to renew for a twelve (12) month period.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, as specified in the original contract, including a one-time price adjustment effective $4 / 1 / 2023$, as per the attached price quote.

The contract renewal shall be effective on the date of last signature, and shall terminate on 03/31/2024.

## CONTRACTOR

Signature on file




THE COUNTY OF DUPAGE
$\qquad$
SIGNATURE

Donna Weidman
PRINTED NAME

Buyer II
PRINTED TITLE

DATE

## Quote

| Date | $2 / 3 / 2023$ |
| :--- | :---: |
| Estimate \# | 101552 |
| Expires |  |
| BITS Outside Sales Rep $2 / 28 / 2023$ <br> PO \# Tom Corley <br> Ship Via Electronic Delivery <br> Customer Memo 2023 IBM passport Renewal ll |  |

## Bill To

Julie Ellefsen
Clerk of the Circuit Court of DuP... 505 N County Farm Road Wheaton IL 60189
United States
julie.ellefsen@18thjudicial.org

## Ship To

Samantha Houk
18th Judicial Court
505 N County Farm Road
Wheaton IL 60187
United States
Mary.Heaton@18thjudicial.org;t...

| Hem | 19 | Beschiption - | Price | Exiended price | Bisty |
| :---: | :---: | :---: | :---: | :---: | :---: |
| E01MJLL | 1 | IBM Rational Application Developer for WebSphere Software Authorized User Annual SW | 1,216.18 | 1,216.18 |  |
| E02K5LL | 1 | IBM DB2 Connect Enterprise Edition 25 Authorized User Annual SW Subscription \& Support Renewal | 792.23 | 792.23 | 0 |
| E0Q5WLL | 3 | IBM Db2 Standard Edition VPC Option Virtual Processor Core Annual SW Subscription \& Support Renewal 12 Months | 652.93 | 1,958.79 |  |
| EOLWCLL | 12 | IBM SPECTRUM <br> PROTECT FOR DATA RETENTION TERABYTE (1-12) <br> ANNUAL SW SUBSCRIPTION \& SUPPORT RENEWAL | 288.22 | 3,458.64 |  |
| E1BGELL | 16 | IBM Host Access Client Package for Multiplatforms Authorized User Annual SW Subscription \& | 69.89 | 1,118.24 | 0 |
| E025QLL | 100 | IBM WebSphere Application Server Processor Value Unit (PVU) Annual SW Subscription \& | 12.58 | 1,258.00 |  |
| E066BLL | 378 | IBM Content Manager Authorized User Value Unit SW Subscription \& Support Renewal | 224.91 | 85,015.98 |  |
| Thank you for your business. S |  |  | ping Cost (Elec | Subtotal $\quad 94$, | $\begin{array}{r} 818.06 \\ 0.00 \end{array}$ |

Fallure to complete and return this form may result in delay or cancellation of the
Date: $\qquad$ County's Contractural Obligation.

Bid/Contract/PO \#:

| Company Name: Business IT Source, Inc. | Company Contact: Ken Mooney |
| :---: | :---: |
| Contact Phone: 8477930600 | Contact Email: KenM@bitsinc.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 mult-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 mäde

| Recipient | Donor | Description (e.g. cash, type of item, in- <br> kind services, etc.) | Amount/Nalue | 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 <br> or will be having contact with county officers or employees in <br> 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 1 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
Kenr|eth A.Mooney
Title Vice President of Finance and Administrative
Date Feb 10,2023

AWARDING RESOLUTION<br>ISSUED TO COMMERCIAL MECHANICAL, INC., TO PROVIDE REPAIRS AND MAINTENANCE FOR THE TUNNEL PIPE SUPPORTS FOR THE COUNTY CAMPUS FOR FACILITIES MANAGEMENT<br>(CONTRACT TOTAL NOT TO EXCEED $\$ 58,000.00$ )

WHEREAS, bids have been taken and processed in accordance with County Board policy; and
WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract to Commercial Mechanical, Inc., to provide repairs and maintenance for the tunnel pipe supports for the county campus, for the period March 14, 2023 through November 30, 2023, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, provide repairs and maintenance for the tunnel pipe supports for the county campus, for the period March 14, 2023 through November 30, 2023, for Facilities Management, be, and it is hereby approved for issuance of a contract by the Procurement Division to, Commercial Mechanical, Inc., 50 North First Street, P.O. BOX 368, Dunlap, IL 60525 , for a contract total amount not to exceed $\$ 58,000.00$, per lowest responsible bid \#23-019-FM.

Enacted and approved this $14^{\text {th }}$ day of March, 2023 at Wheaton, Illinois.
$\qquad$
JEAN KACZMAREK, COUNTY CLERK

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

| SECTION 1: DESCRIPTION |  |  |  |
| :--- | :--- | :--- | :--- |
| General Tracking | RFP, BID, QUOTE OR RENEWAL \#: <br> FILE ID\#: <br> $23-1088$ | INITIAL TERM WITH RENEWALS: | INITIAL TERM TOTAL COST: |
| 23-019-FM |  |  |  |


|  | SECTION 2: DECISION MEMO REQUIREMENTS |
| :--- | :--- |
| DECISION MEMO NOT REQUIRED <br> LOWEST RESPONSIBLE QUOTE/BID (QUOTE $<\$ 25,000, ~ B I D ~$ 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. |


| SECTION 3: DECISION MEMO |  |
| :--- | :--- |
| STRATEGIC IMPACT | Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. |
| SOURCE SELECTION | Describe method used to select source. |
| RECOMMENDATION <br> AND <br> TWO <br> ALTERNATIVES | Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including <br> status quo, (i.e., take no action). |


| SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION |  |
| :--- | :--- |
| JUSTIFICATION | Select an item from the following dropdown menu to justify why this is a sole source procurement. |
| NECESSITY AND <br> UNIQUE FEATURES | Describe the product or services that are not available from other vendors. Explain necessary and unique features or <br> services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be <br> 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 <br> 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 <br> services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted. |


| SECTION 5: Purchase Requisition Information |  |  |  |
| :---: | :---: | :---: | :---: |
| Send Purchase Order To: |  | Send Invoices To: |  |
| Vendor: <br> Commercial Mechanical, Inc. | Vendor\#: $13285$ | Dept: <br> Facilities Management | Division: |
| Attn: <br> Luke Murphy | Email: <br> luke@cmipiping.com | Attn: | Email: <br> FMAccountsPayable@dupageco.or <br> g |
| Address: <br> 50 North First Street | City: Dunlap | Address: <br> 421 N. County Farm Road | City: <br> Wheaton |
| State: <br> IL | $\begin{array}{\|l\|} \hline \text { Zip: } \\ 61525 \end{array}$ | State: <br> IL | Zip: <br> 60187 |
| Phone: 309-243-7768 | $\begin{array}{\|l\|} \hline \text { Fax: } \\ 309-243-9842 \end{array}$ | Phone: 630-407-5700 | $\begin{array}{\|l} \hline \text { Fax: } \\ 630-407-5701 \end{array}$ |
| Send Payments To: |  | Ship to: |  |
| Vendor: <br> Commercial Mechanical, Inc. | Vendor\#: <br> 13285 | Dept: <br> Facilities Management | Division: |
| Attn: <br> Diane Powers | Email: | Attn: <br> Gavin Carroll | Email: <br> gavin.carroll@dupageco.org |
| Address: <br> 50 North First Street | City: <br> Dunlap | Address: <br> 410 North County Farm Rd. | City: <br> Wheaton |
| State: <br> IL | $\begin{array}{\|l\|} \hline \text { Zip: } \\ 61525 \end{array}$ | State: <br> IL | $\begin{array}{\|l\|} \text { Zip: } \\ 60187 \end{array}$ |
| Phone: 309-243-7768 | Fax: 309-243-9842 | Phone: 630-407-2687 | Fax: |
| Shipping |  | Contract Dates |  |
| Payment Terms: <br> PER 50 ILCS 505/1 | FOB: <br> Destination | Contract Start Date (PO25): <br> Mar 14, 2023 | Contract End Date (PO25): <br> Nov 30, 2023 |
| Contract Administrator (PO25): Cathie Figlewski |  |  |  |


|  |  |  |  |  | rch | Requis | on | Details |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| LN | Qty | UOM | Item Detail (Product \#) | Description | FY | Company | AU | Acct Code | Sub-Accts/ Activity Code | Unit Price |  | Extension |
| 1 | 1 | LO |  | Tunnel Pipe Support Repairs | FY23 | 6000 | 1220 | 54010 | $\begin{gathered} 2302303-5 \\ 4010 \end{gathered}$ | 58,000.00 |  | 58,000.00 |
| FY is required, assure the correct FY is selected. |  |  |  |  |  |  |  |  |  | Requisition Total | \$ | 58,000.00 |


| Comments |  |
| :--- | :--- |
| HEADER COMMENTS | Provide comments for P020 and P025. <br> Provide repair and maintenance to tunnel pipe supports on campus. |
| SPECIAL INSTRUCTIONS | Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. <br> Send PO to Cathie Figlewski, Katie Boffa \& Clara Gomez |
| INTERNAL NOTES | Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. <br> Straight to County Board 3/14/23 Project 23-02303 |
| APPROVALS | Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB. |

The following documents have been attached: $\quad \square$ W-9 $\quad \square$ Vendor Ethics Disclosure Statement

THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
410 TUNNEL SUPPORT REPAIR 23-019-FM
BID TABULATION


NOTES

| Bid Opening 03/03/2023 | NE, VC |
| ---: | :---: |
| Invitations Sent | 14 |
| Total Vendors Requesting Documents | 4 |
| Total Bid Responses | 3 |

## SECTION 7 - BID FORM PRICING

| NO | ITEM | UOM | QTY | PRICE | EXTENDED PRICE |
| :--- | :--- | :---: | :---: | :---: | :--- |
| 1 | REPAIR A | EA | 13 | $\$ 2,145.00$ | $\$ 27,885.00$ |
| 2 | REPAIR B | EA | 14 | $\$ 993.00$ | $\$ 13,902.00$ |
| 3 | REPAIR C | EA | 1 | $\$ 4,007.00$ | $\$ 4,007.00$ |
| 4 | REPAIR D | EA | 1 | $\$ 4,706.00$ | $\$ 4,706.00$ |
|  |  |  |  |  |  |
| Fifty Eight Thousand Dollars |  |  |  |  |  |

## SECTION 8 - BID FORM SIGNATURE PAGE

The Contractor agrees to provide the service, and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

Patrick A. Pryde, President
(Signature ed Title)


Subscribed and sworn to before me this 2nd day of March AD, 2023 -

Signature on file My Commission Expires: 03/11/2025


## SECTION 9 - MANDATORY FORM

410 TUNNEL SUPPORT REPAIR 23-019-FM
(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

| Full Name of Bidder | Commercial Mechanical, Inc. |  |  |
| :--- | :--- | :--- | :--- |
| Main Business Address |  |  |  |
|  | 50 N. First Street |  |  |
| City, State, Zip Code | Dunlap, IL 61525 |  |  |
| Telephone Number | $309-243-7768$ | Email <br> Address | luke@cmipiping.com |
| Bid Contact Person | Luke Murphy |  |  |

The undersigned certifies that he is:


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

Patrick A. Pryde, President
(President or Partner)
Michael A. Campeggio, Corporate Secretary
$\frac{\text { Jason B. Cook, Vice President }}{\text { (Vice-President or Partner) }}$
Michael A. Campeggio, Treasurer
(Secretary or Partner)
(Treasurer or Partner)
Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including

Addenda No. $\qquad$
$\qquad$ , and $\qquad$ issued thereto.

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

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

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

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

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

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

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

## CONTRACT ADMINISTRATION INFORMATION:

| CORRESPONDENCE TO CONTRACTOR: |  | REMIT TO CONTRACTOR: |  |
| :---: | :---: | :---: | :---: |
| NAME | Commercial Mechanical, Inc. | NAME | Commercial Mechanical, Inc. |
| CONTACT | Luke Murphy | CONTACT | Diane Powers |
| ADDRESS | 50 N. First Street | ADDRESS | 50 N. First Street |
| CITY ST ZIP | Dunlap, IL 61525 | CITY ST ZIP | Dunlap, IL 61525 |
| TX | 309-243-7768 | TX | 309-243-7768 |
| FX | 309-243-9842 | FX | 309-243-9842 |
| EMAIL | luke@cmipiping.com | EMAIL | diane@cmipiping.com |
|  |  |  |  |
| COUNTY BILL TO INFORMATION: |  | COUNTY SHIP TO INFORMATION: |  |
| DuPage County Facilities Management Department 421 North County Farm Road <br> Wheaton, IL 60187 <br> TX: (630) 407-5700 <br> EMAIL: FMAccountsPayable@dupageco.org |  | DuPage County 410 North County Farm Road Wheaton, IL 60187 TX: (630) 407-5705 EMAIL: catherine.figlewski2@dupageco.org |  |

ALL MATERIALS MUST BE BID AND SHIPPED F.O.B. DELIVERED (FREIGHT INCLUDED IN PRICE)

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: March 2, 2023
Bid/Contract/PO \#: 23-019-FM

| Company Name: Commercial Mechanical, Inc. | CompanyContact: Luke Murphy |
| :--- | :--- |
| Contact Phone: 309-243-7768 | Contact Email: luke@cmipiping.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.

## $\triangle$ NONE (check here) - If no contributions have been made

| Recipient | Donor | Description (e.g. cash, type of item, in- <br> 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.
$\boxed{\square}$ NONE (check here) - If no contacts have been made

| Lobbyists, Agents and Representatives and all individuals who are <br> or will be having contact with county officers or employees in <br> 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 l agree to update this disclosure form as follows:

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

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

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

| AuthorizedSignature | Signature on file |  |
| :--- | :--- | :--- |
| Printed Name | Patrick A. Pryde |  |
| Title | President |  |
| Date | March 2,2023 |  |
|  |  |  |

# AWARDING RESOLUTION ISSUED TO MARTAM CONSTRUCTION, INC. FOR THE OUTDOOR RECREATION AREA FOR THE CHILD ADVOCACY NEUTRAL EXCHANGE CENTER AND ACCESSIBLE PARKING FOR PERSONS WITH DISABILITIES AT THE JTK ADMINISTRATION BUILDING FOR FACILITIES MANAGEMENT (CONTRACT TOTAL NOT TO EXCEED \$285,257.00) 

WHEREAS, bids have been taken and processed in accordance with County Board policy; and
WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract to Martam Construction, Inc., to install an asphalt outdoor visitation recreational area for the 422 Child Advocacy Neutral Exchange Center (CANEC) for social distancing, in the amount of $\$ 211,502$, and for the Accessible Parking for Persons with Disabilities (ADA) at the 421 JTK Administration Building, in the amount of $\$ 73,755$, total contract amount not to exceed $\$ 285,257.00$ (two hundred eighty-five thousand, two hundred fifty-seven dollars and no cents), for the period March 15, 2023 through November 30, 2023, for Facilities Management; and

WHEREAS, the County Board has determined that the CANEC outdoor recreation area improvement is consistent with the specifications and guidance offered for which American Rescue Plan Act funds can be expended.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, for the installation of an outdoor recreation area for the 422 CANEC and installation of ADA parking at the JTK Administration Building, for the period March 15, 2023 through November 30, 2023, for Facilities Management, be, and it is hereby approved for issuance of a contract by the Procurement Division to, Martam Construction, Inc., 1200 Gasket Drive, Elgin, IL 60120, for a contract total amount not to exceed $\$ 285,257.00$ (two hundred eighty-five thousand, two hundred fifty-seven dollars and no cents), per lowest responsible bid \#22-130-FM.

Enacted and approved this $14^{\text {th }}$ day of March, 2023 at Wheaton, Illinois.
$\qquad$

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

| SECTION 1: DESCRIPTION |  |  |  |
| :---: | :---: | :---: | :---: |
| General Tracking |  | Contract Terms |  |
| $\begin{aligned} & \hline \text { FILE ID\#: } \\ & 23-0786 \end{aligned}$ | RFP, BID, QUOTE OR RENEWAL \#: $22-130-F M$ | INITIAL TERM WITH RENEWALS: | INITIAL TERM TOTAL COST: $\$ 285,257.00$ |
| COMMITTEE: <br> PUBLIC WORKS | TARGET COMMITTEE DATE: $03 / 07 / 2023$ | PROMPT FOR RENEWAL: | CONTRACT TOTAL COST WITH ALL RENEWALS: $\$ 285,257.00$ |
|  | CURRENT TERM TOTAL COST: $\$ 285,257.00$ | MAX LENGTH WITH ALL RENEWALS: | CURRENT TERM PERIOD: |
| Vendor Information |  | Department Information |  |
| VENDOR: <br> Martam Construction, Inc. | $\begin{array}{\|l\|} \hline \text { VENDOR \#: } \\ 11092 \end{array}$ | DEPT: <br> Facilities Management | DEPT CONTACT NAME: <br> Geoff Matteson |
| VENDOR CONTACT: <br> George Ismail | VENDOR CONTACT PHONE: 847-608-6800 | DEPT CONTACT PHONE \#: X5681 | DEPT CONTACT EMAIL: geoffrey.matteson@dupageco.org |
| VENDOR CONTACT EMAIL: george@martam.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.). Recommendation for the approval of a contract to Martam Construction, Inc. to install an asphalt outdoor visitation recreational area for the 422 Child Advocacy Neutral Exchange Center (CANEC) for social distancing for the amount of $\$ 211,502.00$; and to install Accessible Parking for Persons with Disabilities (ADA) in front of the 421 JTK building for the amount of $\$ 73,755.00$ for the period March 15, 2023, through November 30, 2023, for a total contract amount not to exceed $\$ 285,257.00$, per lowest responsible bid 22-130FM. PARTIAL ARPA ITEM. |  |  |  |
| JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The outdoor recreation area is necessary so parents and children have an outdoor social distancing area at the CANEC. The ADA additional parking is necessary so four parking spots can be in closer proximity to the main entrance of the JTK Administration Building. |  |  |  |


|  | SECTION 2: DECISION MEMO REQUIREMENTS |
| :--- | :--- |
| DECISION MEMO NOT REQUIRED | Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required. |
| LOWEST RESPONSIBLE QUOTE/BID (QUOTE $<\$ 25,000$, BID $\geq \$ 25,000$; ATTACH TABULATION) |  |
| DECISION MEMO REQUIRED | Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required. |


| SECTION 3: DECISION MEMO |  |
| :--- | :--- |
| STRATEGIC IMPACT | Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. |
| SOURCE SELECTION | Describe method used to select source. |
| RECOMMENDATION <br> AND <br> TWO <br> ALTERNATIVES | Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including <br> status quo, (i.e., take no action). |


| SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION |  |
| :--- | :--- |
| JUSTIFICATION | Select an item from the following dropdown menu to justify why this is a sole source procurement. |
| NECESSITY AND <br> UNIQUE FEATURES | Describe the product or services that are not available from other vendors. Explain necessary and unique features or <br> services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be <br> 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 <br> 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 <br> services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted. |


| SECTION 5: Purchase Requisition Information |  |  |  |
| :---: | :---: | :---: | :---: |
| Send Purchase Order To: |  | Send Invoices To: |  |
| Vendor: <br> Martam Construction, Inc. | Vendor\#: $11092$ | Dept: <br> Facilities Management | Division: |
| Attn: <br> George Ismail | Email: <br> george@martam.com | Attn: | Email: <br> FMAccountsPayable@dupageco.or <br> g |
| Address: <br> 1200 Gasket Drive | City: <br> Elgin | Address: <br> 421 N. County Farm Road | City: <br> Wheaton |
| State: <br> IL | $\begin{aligned} & \hline \text { Zip: } \\ & 60120 \end{aligned}$ | State: <br> IL | Zip: <br> 60187 |
| Phone: 847-608-6800 | Fax: | Phone: 630-407-5700 | $\begin{array}{\|l\|} \hline \text { Fax: } \\ 630-407-5701 \end{array}$ |
| Send Payments To: |  | Ship to: |  |
| Vendor: <br> Martam Construction, Inc. | Vendor\#: <br> 11092 | Dept: <br> Facilities Management | Division: |
| Attn: <br> Jack Ismail | Email: <br> jack@martam.com | Attn: <br> Geoff Matteson | Email: <br> geoffrey.matteson@dupageco.org |
| Address: <br> 1200 Gasket Drive | City: <br> Elgin | Address: <br> Various | City: <br> Wheaton |
| State: <br> IL | $\begin{array}{l\|} \hline \text { Zip: } \\ 60120 \end{array}$ | State: <br> IL | $\begin{array}{\|l\|} \hline \text { Zip: } \\ 60187 \end{array}$ |
| Phone: 847-608-6800 | Fax: 847-608-6804 | Phone: 630-407-5681 | Fax: |
| Shipping |  | Contract Dates |  |
| Payment Terms: PER 50 ILCS 505/1 | FOB: <br> Destination | Contract Start Date (PO25): <br> Mar 15, 2023 | Contract End Date (PO25): <br> Nov 30, 2023 |
| Contract Administrator (PO25): Cathie Figlewski |  |  |  |


|  |  |  |  |  | urcha | e Requis | , | Details |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| LN | Qty | UOM | Item Detail (Product \#) | Description | FY | Company | AU | Acct Code | Sub-Accts/ Activity Code | Unit Price | Extension |
| 1 | 1 | LO |  | CANEC - ARPA | FY23 | 1100 | 1215 | 54010 | $\begin{gathered} \hline 2202052-5 \\ 4010 \end{gathered}$ | 211,502.00 | 211,502.00 |
| 2 | 1 | LO |  | ADA Parking | FY23 | 6000 | 1220 | 54010 | $\begin{gathered} \hline 2202700-5 \\ 4010 \end{gathered}$ | 73,755.00 | 73,755.00 |
| FY is required, assure the correct $F Y$ is selected. |  |  |  |  |  |  |  |  |  | Requisition Total | \$ 285,257.00 |


| Comments |  |
| :--- | :--- |
| HEADER COMMENTS | Provide comments for P020 and P025. <br> CANEC \& ADA Parking |
| SPECIAL INSTRUCTIONS | Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. <br> Send PO to Cathie Figlewski, Katie Boffa and Clara Gomez |
| INTERNAL NOTES | Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. <br> PW: 3/7/23 CB: 3/14/23 |
| APPROVALS | Department Head signature approval for procurements under $\$ 15,000$. Procurement Officer Approval for ETSB. |

The following documents have been attached:W-9
$\checkmark$ Vendor Ethics Disclosure Statement

THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
422 CANEC FAMILY CENTER IMPROVEMENTS \& 421 ADA PARKING
22-130-FM
BID TABULATION


| 9 | Engineering Allowance: Owner Project Allowance for engineering/observation by a thirdparty engineer (Allowance to be Credit Back to Owner Any Unused Portion) | LS | 1 | \$ 16,000.00 | \$ | 16,000.00 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 422 CANEC PLAY AREA DEVELOPMENT - BASE BID TOTAL |  |  |  |  | \$ | 161,830.00 |
| 422 CANEC PLAY AREA DEVELOPMENT - ALTERNATE A - FABRIC SHELTER |  |  |  |  |  |  |
| NO | ITEM | UOM | QTY | PRICE |  | DED PRICE |
| 10 | a. Perform Footing Excavation for Shelter | LS | 1 | \$ 1,500.00 | \$ | 1,500.00 |
|  | b. Concrete Shelter Footing | EA | 1 | \$ 2,500.00 | \$ | 2,500.00 |
|  | c. Furnish and Install 14' Square Park Fabric Shade Structure Single Post By Shade Systems | EA | 1 | \$ 15,375.00 | \$ | 15,375.00 |
| 422 CANEC PLAY AREA DEVELOPMENT - ALTERNATE A - FABRIC SHELTER TOTAL |  |  |  |  | \$ | 19,375.00 |
| 422 CANEC PLAY AREA DEVELOPMENT - ALTERNATE B - FENCING |  |  |  |  |  |  |
| NO | ITEM | UOM | QTY | PRICE |  | DED PRICE |
| 11 | a. Furnish \& Install 4' High Montage PPP Ornamental Fence (Ameristar) | LF | 48 | \$ 215.00 | \$ | 10,320.00 |
| 11 | b. Deduct 4' High Black Vinyl Coated Chain Link Fence | LF | 48 | \$ 125.00 | \$ | $(6,000.00)$ |
| 422 CANEC PLAY AREA DEVELOPMENT - ALTERNATE B - FENCING TOTAL |  |  |  |  | \$ | 4,320.00 |
| 422 CANEC PLAY AREA DEVELOPMENT - ALTERNATE C - COURT GAMES COLOR COATING |  |  |  |  |  |  |
| NO | ITEM | UOM | QTY | PRICE |  | DED PRICE |
| 12 | Furnish \& Install Color Coating (Half-Court Basketball/Court Games) | EA | 1 | \$ 6,750.00 | \$ | 6,750.00 |
| 422 CANEC PLAY AREA DEVELOPMENT - ALTERNATE C - COURT GAMES COLOR COATING TOTAL |  |  |  |  | \$ | 6,750.00 |
| DUPAGE COUNTY 421 BUILDING ACCESSIBLE PARKING ADDITION IMPROVEMENTS PROJECT |  |  |  |  |  |  |
| NO | ITEM | UOM | QTY | PRICE |  | DED PRICE |
| 13 | a. Accessible Parking Addition Improvements | LS | 1 | \$ 67,050.00 | \$ | 67,050.00 |
| 421 BUILDING ACCESSIBLE PARKING ADDITION IMPROVEMENTS BASE BID TOTAL |  |  |  |  | \$ | 67,050.00 |
| BID TOTAL: |  |  |  |  |  |  |
| 422 CANEC PLAY AREA DEVELOPMENT BASE BID - TOTAL |  |  |  |  | \$ | 161,830.00 |
| 422 CANEC PLAY AREA DEVELOPMENT - ALTERNATE A - FABRIC SHELTER - TOTAL |  |  |  |  | \$ | 19,375.00 |
| 422 CANEC PLAY AREA DEVELOPMENT - ALTERNATE B - FENCING - TOTAL |  |  |  |  | \$ | 4,320.00 |
| 422 CANEC PLAY AREA DEVELOPMENT - ALTERNATE C - COURT GAMES COLOR COATING - TOTAL |  |  |  |  | \$ | 6,750.00 |
| 421 BUILDING ACCESSIBLE PARKING ADDITION IMPROVEMENTS - TOTAL |  |  |  |  | \$ | 67,050.00 |
| GRAND TOTAL (421 CANEC PLAY AREA DEVELOPMENT \& 421 BUILDING ACCESSIBLE PARKING ADDITION) |  |  |  |  | \$ | 259,325.00 |
| NOTES: <br> 1. Martam Construction, Inc.'s response for Item 11.b was mistakenly added to Item 11.a., resulting in an incorrect total of $\$ 16,320$ for Alternate B - Fencing. A correction has been made to subtract Item 11.b from Item 11.a, resulting in a corrected total of $\$ 4,320$ for Alternate B - Fencing. Martam Constructions Inc.'s corrected Grand Total bid is \$259,325, from \$271,325. <br> 2. Facilities Management has requested a contingecy of $10 \%$ for the CANEC Play Area Development, $\$ 192,275+\$ 19,227$ (contingency) = $\$ 211,502$. Faciliites Management has requested a contingency of $10 \%$ for the Parking Improvements, $\$ 67,050+\$ 6,705$ (continency) $=$ $\$ 73,755$. The Grand Total requested with contingencies is $\$ 285,257$. |  |  |  |  |  |  |
| Bid Opening02/07/23 @ 2:30 PM |  | VC, DW |  |  |  |  |
|  | Invitations Sent | 173 |  |  |  |  |
| Total Vendors Requesting Documents |  | 6 |  |  |  |  |
| Total Bid Responses |  | 1 |  |  |  |  |

## PROPOSAL FORM

## PART A: 2023 DuPage County 422 CANEC Play Area Development Project

|  |  | Approx. |
| :--- | :--- | :--- |
| Item | Descrintion | Quantity |

A. MOBILIZATION \& PROJECT START UP

1. Project \& site mobilization

1 including construction staking and bond costs.
B. GRADING

1. Strip and stockpile all topsoil encountered during grading operations. Topsoil will be used to fulfill the requirements of this project.
2. Perform all grading and excavation to obtain subgrade for pavements, play areas, footings and other grading requirements as shown or noted on Plan and in accordance with the specifications.
3. Re-spread clean stockpiled topsoil 4" thick minimum over all prepared subgrades and disturbed areas. Re-spread topsoil shall be fine graded and considered landscape ready.
C. PAVING
4. Type 2015 " Concrete 960 SF (Includes Thickened Edge)
5. 

Type 203 Concrete Curb 135
LF
3.

Concrete Shelter Footing
1
EA
D. PLAYGROUND
1.

Furnish \& Install Swing Set 1 Play Equipment by Landscape Structures
[Items as noted on Sheet LS-101]
\& 421 Building Accessible Parking Addition Improvements

Approx.

| Item | Description | Quantity | Unit |
| :--- | :--- | :--- | :--- |
| 2. | Playground Turf 55 <br>  <br> 4 Stone Aggregate or Equal <br> (Min. 8 C Critical Fall Height) <br> (Perfect Turf) | 1,255 | SF |
|  |  |  |  |
|  |  |  |  |

E. FENCING

1. Furnish \& Install 4' High 48 LF
Black Vinyl Coated
Chain Link Fence

## F. BASKETBALL SHOOT AROUNDICOURT GAMES CONSTRUCTION

Furnish \& install complete half-court basketball court and court games construction as shown on plans to fulfill the intent of the plans, specifications and details. The work is to include the following:

1
Asphalt Pavement
(Half Court/Court Games)
2
Furnish \& Install
180
SY

Court Striping
(Half-Court Basketball/Court Games)
3.

Furnish \& Install Basketball 1
EA
By PW Athletic Or Equal
(NuToys)
Basketball Equipment includes:
Model \# 1516P-13-28-45-33
a. Steel Backboard - \#13, Orange Target - \#28
b. Rim - \#45
c. Nets - \#33
d. Gooseneck Single Post - \#1525P - Gloss Black
G.

SITE FURNISHINGS

1. Furnish \& Install EA

Picnic Table (4 Seats)
Model No.: \#07SA3834-GN "City Series"
Surface mount
Frame color: Black, Plastisol color: Green
By Barco Products or Equal

DuPage County 422 CANEC Play Area Development

| Item | Description | Approx. Quantity | Unit | Unit Price | Subtotal |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 2. | Furnish \& Install ADA | 1 | EA |  |  |
|  | Picnic Table (3 Seats) |  |  |  |  |
|  | Model No.: \#07SA3835-GN "City | Series" |  |  |  |
|  | Surface mount |  |  |  |  |
|  | Frame color: Black, Plastisol colo By Barco Products or Equal | Green |  |  |  |
| 3. | Furnish \& Install Funnel | 1 | EA |  |  |
|  | Ball with Post |  |  |  |  |
|  | By AAA State of Play or Equal |  |  |  |  |
| H. | GENERAL CONSTRUCTION |  |  |  |  |
| 1. | Unsuitable Soil Conditions | 25 | CY |  |  |
|  | Removal \& Install 3" Rock |  |  |  |  |
| 2. | Furnish \& Install Tree | 1 | LS |  |  |
|  | Protection Fencing |  |  |  |  |
| 3. | Owner Project Allowance | 1 | LS | \$5,000 | \$5,000 |
|  | (Allowance to be Credit Back to |  |  |  |  |
|  | Owner Any Unused Portion) |  |  |  |  |
| I. | ENGINERING ALLOWANCE |  |  |  |  |
| 1. | Owner Project Allowance for engineering/observation | 1 | LS | \$16,000 |  |
|  | by a third-party engineer |  |  |  | \$16,000 |
|  | (Allowance to be Credit Back to |  |  |  |  |

J. 422 CANEC PLAY AREA DEVELOPMENT- ALTERNATE A - FABRIC SHELTER

1. Perform footing excavation for shelter

2
3
Concrete Shelter Footing
1
EA
Furnish and Install 14'
1
EA
Square Park Fabric
Shade Structure Single Post
By Shade Systems

| Item | Description | Quantity | Unit |
| :--- | :--- | :---: | :---: |
| K. | 422 CANEC PLAY AREA DEVELOPMENT- ALTERNATE B - FENCING |  |  |
| 1. | Furnish \& Install 4' High <br> Montage PPP | 48 | LF |
| O. | Ornamental Fence (Ameristar) |  |  |
| Deduct 4' High <br> Black Vinyl Coated <br> Chain Link Fence | 48 | LF |  |

L. 422 CANEC PLAY AREA DEVELOPMENT- ALTERNATE C - COURT GAMES COLOR COATING

1. | Furnish \& Install |
| :--- |
| Color Coating |
| (Half-Court Basketbal//Court Games) |$\quad 180$

PART B: DuPage County 421 Building Accessible Parking Addition Improvements Project

## A. Accessible Parking Addition Improvements

For providing, performing, and completing all Work related for the 2023 Accessible Parking Addition Improvements as described by the plans and documents prepared by Hampton Lenzini and Renwick Inc.

CONTRACT WILL BE AWARDED TO LOWEST RESPONSIBLE TOTAL BASE BID AMOUNT WITH ANY ACCEPTED ALTERNATE PACKAGE AND/OR SPECIFIC ITEMS WITHIN THE BID.

## BID FORM PRICING

| 422 CANEC PLAY AREA DEVELOPMENT |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| NO | ITEM | UOM | QTY | PRICE | EXTENDED PRICE |
| 1 | Project \& Site Mobilization | LS | 1 | \$15,000,00 | $\$ 15,000.00$ |
| 2 | Grading: <br> a. Strip \& Stockpile Topsoil | LS | 1 | \$ 5,500,00 | $\$ 5.500 .00$ |
|  | b. Grading \& Excavation | LS | 1 | \$1,200.00 | \$ 1,200:00 |
|  | c. Re-Spreading of Clean Stockpiled Topsoil | LS | 1 | \$ $2,500.00$ | $\$ 2,500.00$ |
| 3 | Paving: <br> a. Type $2015^{\prime \prime}$ Concrete (Includes Thickened Edge) | SF | 960 | \$ 25.00 | $\$ 24,000.00$ |
|  | b. Type 203 Concrete Curb | LF | 135 | \$ 44,00 | \$5;940.00 |
|  | c. Concrete Shelter Footing | EA | 1 | \$ 1,50f:40 | \$ 1,500.0E |
| 4 | Playground: <br> a. Furnish and Install Swing Set Play Equipment by Landscape Structures | LS | 1 | \$17,820.60 | $\$ 17,820.00$ |
|  | b. Playground Turf 55 with ProPlay Foam and 4" Stone Aggregate or Equal (Min. 8' Critical Fall Height) (Perfect Turf) | SF | 1,255 | \$24.00 | $\$ 30,120.00$ |
| 5 | Fencing: <br> a. Furnish \& Install 4' High Black Vinyl Coated Chain Link fence | LF | 48 | \$125.00 | $\$ 6,000,00$ |
| 6 | Basketball Shoot Around/Court Games Construction: <br> a. Asphalt Pavement (Half Court/Court Games) | SY | 180 | $\$ 65.00$ | $\$ 11,700.00$ |
|  | b. Furnish \& Install Court Striping (Half-Court Basketball/Court Games | LS | 1 | \$2,200.00 | \$ $2,200.00$ |
|  | c. Furnish \& Install Basketball By PW Athletic or Equal *Basketball Equipment includes: <br> Model \# 1516P-13-28-45-33 <br> a. Steel Blackboard - \#13, Orange Target \#28 <br> b. Rim - \#45 <br> c. Nets - \#33 <br> d. Gooseneck Single Post \#1525P - Gloss Black | EA | 1 | $\$ 6,850.00$ | $\$ 6,850.00$ |
| 7 | Site Furnishings: <br> a. Furnish \& Install- <br> Picnic Table (4 seats) <br> Model No.: \#07SA3834-GN "City Series" <br> Surface Mount <br> Frame Color: Black, Plastisol Color: Green <br> By Barco Products or Equal | EA | 1 | $\$ 2375.60$ | \$ $2,375.00$ |
|  | b. Furnish \& Install ADA- <br> Picnic Table (3 Seats) <br> Model No.: \#07SA3835-GN "City Series" <br> Surface Mount <br> Frame Color: Black, Plastisol Color: Green <br> By Barco Products or Equal | EA | 1 | \$2,125.00 | \$2,125.00 |
|  | c. Furnish \& Install Funnel Ball with Post By AAA State of Play or Equal | EA | 1 | \$ Na Bid | \$ N/ Bid |
| 8 | General Construction: <br> a. Unsuitable Soil Conditions Removal \& Install 3" Rock | CY | 25 | $\$ 200.00$ | $\$ 5,000.00$ |
|  | b. Furnish \& Install Tree Protecting Fencing | LS | 1 | \$ 1,000.00 | 81,000.00 |
|  | c. Owner Project Allowance (Allowance to be Credited Back to Owner Any Unused Portion) | LS | 1 | \$ 5,000 | \$ 5,000 |
| 9 | Engineering Allowance: Owner Project Allowance for engineering/observation by a thirdparty engineer (Allowance to be Credit Back to Owner Any Unused Portion) | LS | 1 | \$ 16,000 | \$ 16,000 |
| 422 CANEC PLAY AREA DEVELOPMENT - BASE BID TOTAL |  |  |  |  | \$ 1601,830.00 |


| 422 CANEC PLAY AREA DEVELOPMENT - ALTERNATE A - FABRIC SHELTER |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| NO | ITEM | UOM | QTY | PRICE | EXTENDED PRICE |
| 10 | a. Perform Footing Excavation for Shelter | LS | 1 | \$ 1,500.00 | \$ 1,500.00 |
|  | b. Concrete Shelter Footing | EA | 1 | \$2,500.00 | \$ $2,500, C 0$ |
|  | c. Furnish and Install 14' Square Park Fabric Shade Structure Single Post By Shade Systems | EA | 1 | \$15,375,00 | $\$ 15.375 .00$ |
| 422 CANEC PLAY AREA DEVELOPMENT - ALTERNATE A - FABRIC SHELTER TOTAL |  |  |  |  | $\$ 19375.00$ |


| 422 CANEC PLAY AREA DEVELOPMENT - ALTERNATE B - FENCING |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| NO | ITEM | UOM | QTY | PRICE | EXTENDED PRICE |
| 11 | a. Furnish \& Install 4' High Montage PPP Ornamental Fence (Ameristar) | LF | 48 | \$ 215.00 | \$10,320.00 |
| 11 | b. Deduct 4' High Black Vinyl Coated Chain Link Fence | LF | 48 | \$125.00 | $\$ 10,000.00$ |
| 422 CANEC PLAY AREA DEVELOPMENT - ALTERNATE B - FENCING TOTAL |  |  |  |  | \$ 16,320.00 |

422 CANEC PLAY AREA DEVELOPMENT - ALTERNATE C - COURT GAMES COLOR COATING

| NO | ITEM | UOM | QTY | PRICE | EXTENDED PRICE |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 12 | Furnish \& Install Color Coating (Half-Court Basketball/Court Games) |  | 1 | $\$ 6,750.00$ | $\$ 6,750,00$ |
| 422 CANEC PLAY AREA DEVELOPMENT - ALTERNATE C - COURT GAMES COLOR COATING TOTAL |  |  |  |  | \$10,750.00 |


| DUPAGE COUNTY 421 BUILDING ACCESSIBLE PARKING ADDITION IMPROVEMENTS PROJECT |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| NO | ITEM | UOM | QTY | PRICE | EXTENDED PRICE |
| 13 | a. Accessible Parking Addition Improvements |  |  | \$ 67.050 .00 | $\$ 67,050.00$ |
| 421 BUILDING ACCESSIBLE PARKING ADDITION IMPROVEMENTS BASE BID TOTAL |  |  |  |  | \$67.050.00 |



| GRAND TOTAL (421 CANEC PLAY AREA DEVELOPMENT \& 421 building ACCESSIBLE |  |
| ---: | ---: | ---: |
| PARKING ADDITION) | $\$ 271,325,00$ |
| GRAND TOTAL (In words) |  |
| Twa Hundred Seventy one Thousend Three Hundred Twenty Fille |  |

## SECTION 8 - BID FORM SIGNATURE PAGE

The Contractor agrees to provide the service, and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.


CORPORATE SEAL
(If available)

BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this $7^{\text {th }}$ day of February $\quad$ AD, $20 \quad 23$


## SECTION 9 - MANDATORY FORM

 422 CANEC FAMILY CENTER IMPROVEMENTS \& 421 ADA PARKING 22-130-FM(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

| me of Bidd | Martam Construction Inc. |  |
| :---: | :---: | :---: |
| Main Business Add | 1200 Gasket Drive |  |
| City, State, Zip Code | Elgin, IL 60120 |  |
| Telephone Number | (847) 608-6800 | ${ }_{\text {Amaless }}^{\text {Amail }}$ Ad@Martam.com |
| Bid Contact Person | Edward M. Is |  |

The undersigned certifies that he is:


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


Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including

Addenda No. $\perp$ $\qquad$ , —, , and $\qquad$ issued thereto.

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

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

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

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

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

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

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

## CONTRACT ADMINISTRATION INFORMATION:

| CORRESPONDENCE TO CONTRACTOR: |  | REMIT TO CONTRACTOR: |  |
| :---: | :---: | :---: | :---: |
| NAME | Mortam Constructien. Inc. | NAME | Martam Construction, Inc. |
| CONTACT | George Ismaic | CONTACT | Jack Tsmail |
| ADDRESS | 1200 Gasket Drive | ADDRESS | 1200 Gasket Drive |
| CITY ST ZIP | Elgin. IL 60120 | CITY ST ZIP | Elgin. Il 60120 |
| TX | (847) $1008-10800$ | TX | (84 7) 608-6800 |
| FX | 1847) $608-6804$ | FX | (847) $6008-6804$ |
| EMAIL | Gecrgeemartam.com | EMAIL | Jack@martam.com |
| COUNTY BILL TO INFORMATION: |  | COUNTY SHIP TO INFORMATION: |  |
| DuPage County Facilities Management Department 421 North County Farm Road Wheaton, IL 60187 <br> TX: (630) 407-5700 |  | DuPage County 421 North County Farm Road Wheaton, IL 60187 |  |

ALL MATERIALS MUST BE BID AND SHIPPED F.O.B. DELIVERED (FREIGHT INCLUDED IN PRICE)

## VENDOR ETHICS DISCLOSURE



## Required Vendor Ethics Disclosure Statement

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

BId/Contract/PO \#:


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

1. Every contractor, union, or vendor that is seeking or has previously obtalned a contract, change orders to one (1) or more contracts, or two (2) or more indlvidual 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 campalgn contributions made by such contractor, unlon, or vendor within the current and previous calendar year to any Incumbent county board member, county board chalrman, or countywlde elected official whose office the contract to be awarded will beneflt. The contractor, unlon 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 thls disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbylsts, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entitles under the control of the contracting person, and political action committees to which the contracting person has made contributions
2. NONE (check here) - If no contributions have been made

| Add <br> Line | Reclplent | Donor | Description (e.g. cash, type of item, inkind services, etc.) | Amount/Value | Date Made |
| :---: | :---: | :---: | :---: | :---: | :---: |
| $x$ |  |  |  |  |  |
| $x$ |  |  |  |  |  |

2. All contractors and vendors who have obtalned or are seeking contracts with the county shall dlsclose 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 bld and shall update such disclosure with any changes that may occur.

4 KONE (check here) - If no contacts have been made

| Lobbyists, Agents and Representatlves and all Individuals who are <br> Add <br> Ar will be having contact with county officers or employees In <br> Lelatlon to the contract or bid | Telephone |  |  |
| :--- | :--- | :--- | :--- |
| $\times$ |  |  |  |
| $\times$ |  |  |  |

A contractor or vendor that knowingly vlolates these disclosure requirements Is subject to penaltes 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 prlor to county actlon, whichever is sooner
- 30 days prlor 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 policles and ordinances are avallable at:
http://www.dupageco.org/CountyBoard/Policies/
I hereby acknowledge that thave recelved, have read, and understand these requirements.


AWARDING RESOLUTION<br>ISSUED TO GEHRKE TECHNOLOGY GROUP, INC., TO FURNISH AND DELIVER WATER TREATMENT CHEMICALS, AS NEEDED, FOR FACILITIES MANAGEMENT (CONTRACT TOTAL NOT TO EXCEED \$90.000.00)

WHEREAS, bids have been taken and processed in accordance with County Board policy; and
WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract to Gehrke Technology Group, Inc., to furnish and deliver water treatment chemicals, as needed, for the period March 23, 2023 through March 22, 2024, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to furnish and deliver water treatment chemicals, as needed, for the period March 23, 2023 through March 22, 2024, for Facilities Management, be, and it is hereby approved for issuance of a contract by the Procurement Division to, Gehrke Technology Group, Inc., 1050 N Rand Road, Wauconda, IL 60084, for a contract total amount not to exceed $\$ 90,000.00$, per lowest responsible bid \#22-016-FM.

Enacted and approved this $14^{\text {th }}$ day of March, 2023 at Wheaton, Illinois.

> DEBORAH A. CONROY, CHAIR DU PAGE COUNTY BOARD

Attest: $\qquad$
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 |  |
| $\begin{aligned} & \text { FILE ID\#: } \\ & \text { 23-0857 } \end{aligned}$ | RFP, BID, QUOTE OR RENEWAL \#: 22-016-FM | INITIAL TERM WITH RENEWALS: 1 YR + $3 \times 1$ YR TERM PERIODS | INITIAL TERM TOTAL COST: $\$ 35,000.00$ |
| COMMITTEE: <br> PUBLIC WORKS | TARGET COMMITTEE DATE: $03 / 07 / 2023$ | PROMPT FOR RENEWAL: 3 MONTHS | CONTRACT TOTAL COST WITH ALL RENEWALS: $\$ 205,000.00$ |
|  | CURRENT TERM TOTAL COST: $\$ 90,000.00$ | MAX LENGTH WITH ALL RENEWALS: FOUR YEARS | CURRENT TERM PERIOD: FIRST RENEWAL |
| Vendor Information |  | Department Information |  |
| VENDOR: <br> Gehrke Technology Group, Inc. | VENDOR \#: $39397$ | DEPT: <br> Facilities Management | DEPT CONTACT NAME: Gavin Carroll |
| VENDOR CONTACT: Greg Gehrke | VENDOR CONTACT PHONE: 847-487-9110 | DEPT CONTACT PHONE \#: $630-407-5700$ | DEPT CONTACT EMAIL: <br> gavin.carroll@dupageco.org |
| VENDOR CONTACT EMAIL: ggehrke@gehrketech.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.). Recommendation for the approval of a contract to Gehrke Technology Group, Inc., to furnish and deliver water treatment chemicals, as needed, for campus facilities, for Facilities Management, for the period March 23, 2023 through March 22, 2024 for a contract total amount not to exceed $\$ 90,000.00$, per renewal option under bid award \#22-016-FM, first option to renew. |  |  |  |
| JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Water treatment chemicals are necessary to treat the water in the campus cooling towers, boilers, closed loop systems, and high temperature hot water systems. Without proper chemical treatment, the systems could be damaged beyond repair due to corrosion. |  |  |  |


|  | SECTION 2: DECISION MEMO REQUIREMENTS |
| :--- | :--- |
| DECISION MEMO NOT REQUIRED <br> RENEWAL | 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. |


| SECTION 3: DECISION MEMO |  |
| :--- | :--- |
| STRATEGIC IMPACT | Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. |
| SOURCE SELECTION | Describe method used to select source. |
| RECOMMENDATION <br> AND <br> TWO <br> ALTERNATIVES | Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including <br> status quo, (i.e., take no action). |

## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

JUSTIFICATION Select an item from the following dropdown menu to justify why this is a sole source procurement.

| NECESSITY AND <br> UNIQUE FEATURES | Describe the product or services that are not available from other vendors. Explain necessary and unique features or <br> services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be <br> 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 <br> 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 <br> services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted. |


| SECTION 5: Purchase Requisition Information |  |  |  |
| :---: | :---: | :---: | :---: |
| Send Purchase Order To: |  | Send Invoices To: |  |
| Vendor: <br> Gehrke Technology Group, Inc. | Vendor\#: <br> 39397 | Dept: <br> Facilities Management | Division: |
| Attn: <br> Greg Gehrke | Email: <br> ggehrke@gehrketech.com | Attn: | Email: <br> FMAccountsPayable@dupageco.or $\mathrm{g}$ |
| Address: <br> 1050 N Rand Road | City: <br> Wauconda | Address: <br> 421 N. County Farm Road | City: <br> Wheaton |
| State: <br> IL | $\begin{aligned} & \text { Zip: } \\ & 60084-1165 \end{aligned}$ | State: <br> IL | $\begin{array}{\|l\|} \hline \text { Zip: } \\ 60187 \end{array}$ |
| Phone: 847-487-9110 | Fax: | Phone: 630-407-5700 | $\begin{array}{\|l\|} \hline \text { Fax: } \\ 630-407-5701 \end{array}$ |
| Send Payments To: |  | Ship to: |  |
| Vendor: <br> Gehrke Technology Group, Inc. | $\begin{array}{\|l} \text { Vendor\#: } \\ 39397 \end{array}$ | Dept: <br> Masters Company, Inc. | Division: |
| Attn: | Email: | Attn: <br> F/B/O DuPage County - Power Plant | Email: |
| Address: 1050 N Rand Road | City: <br> Wauconda | Address: <br> 890 Lively Boulevard | City: <br> Wood Dale |
| State: <br> IL | $\begin{aligned} & \text { Zip: } \\ & 60084-1165 \end{aligned}$ | State: <br> IL | Zip: <br> 60191 |
| Phone: | Fax: | Phone: 630-238-9292 | Fax: |
| Shipping |  | Contract Dates |  |
| Payment Terms: <br> PER 50 ILCS 505/1 | FOB: <br> Destination | Contract Start Date (PO25): <br> Mar 23, 2023 | Contract End Date (PO25): <br> Mar 22, 2024 |
| Contract Administrator (PO25): Mary Ventrella |  |  |  |


| 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 | LO |  | Bulk Chemicals | FY23 | 1000 | 1100 | 52330 |  | 30,000.00 | 30,000.00 |
| 2 | 1 | LO |  | Bulk Chemicals | FY24 | 1000 | 1100 | 52330 |  | 10,000.00 | 10,000.00 |
| 3 | 1 | LB |  | Bulk Chemicals | FY24 | 6000 | 1220 | 54010 | $\begin{gathered} \text { 2206703- } \\ 54010 \end{gathered}$ | 50,000.00 | 50,000.00 |
| $F Y$ is required, assure the correct $F Y$ is selected. |  |  |  |  |  |  |  |  |  | Requisition Total | \$ 90,000.00 |


| Comments |  |
| :--- | :--- |
| HEADER COMMENTS | Provide comments for P020 and P025. <br> Furnish and deliver water treatment chemicals, as needed, for campus facilities, for Facilities Management |
| SPECIAL INSTRUCTIONS | Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. <br> Send PO to Vendor, Mary Ventrella, Cathie Figlewski, and Clara Gomez. |
| INTERNAL NOTES | Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. <br> Public Works Committee: 02/21/23 County Board: 02/28/23 |
| APPROVALS | Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB. |

The following documents have been attached: $\quad \square$ W-9 $\quad \square$ Vendor Ethics Disclosure Statement

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and Gehrke Technology Group, Inc. located at 1050 N. Rand Road, Wauconda, IL 60084, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid \#22-016-FM which became effective on $3 / 23 / 2022$ and which will expire $3 / 22 / 2023$. The contract is subject to a first of three options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature and shall terminate on $3 / 22 / 2024$.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, as specified in the original contract.

## CONTRACTOR

Signature on File

SIGNATURE
A. Greg Gehrke PRINTED NAME

President
PRINTED TITLE
January 20, 2023
DATE

THE COUNTY OF DUPAGE

SIGNATURE
$\frac{\text { Valerie Calvente }}{\text { PRINTED NAME }}$

Buyer III
PRINTED TITLE

DATE

## THE COUNTY OF DUPAGE <br> FINANCE - PROCUREMENT <br> WATER TREATMENT CHEMICALS FOR POWER PLANT 22-016-FM BID TABULATION

|  |  |  |  |  | GEHRKE TECHNOLOGY GROUP, INC. |  |  |  | GLOBAL WATER TECHNOLOGY, INC. |  |  |  | EARTHWISE ENVIRONMENTAL, INC. |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| NO. | ITEM | $\begin{aligned} & \hline \text { POUNDS } \\ & \text { TO BID } \end{aligned}$ | CONTAINER SIZE | QTY | PRICE |  | $\begin{gathered} \hline \text { EXTENDED } \\ \text { PRICE } \\ \hline \end{gathered}$ |  | PRICE |  | $\begin{gathered} \text { EXTENDED } \\ \text { PRICE } \\ \hline \end{gathered}$ |  | PRICE |  | $\begin{aligned} & \text { EXTENDED } \\ & \text { PRICE } \end{aligned}$ |  |
| 1 | Acumer 2100 | 50 | 50 pounds | 1 | \$ | 145.00 | \$ | 145.00 | \$ | 159.56 | \$ | 159.56 | \$ | 155.00 | \$ | 155.00 |
| 2 | Belclene 245 | 700 | 5 gallon pail | 14 | \$ | 135.00 | \$ | 1,890.00 | \$ | 105.80 | \$ | 1,481.20 | \$ | 184.00 | \$ | 2,576.00 |
| 3 | Belclene 575 | 50 | 5 gallon pail | 1 | \$ | 230.00 | \$ | 230.00 | \$ | 218.70 | \$ | 218.70 | \$ | 216.00 | \$ | 216.00 |
| 4 | Belsperse 400 | 1050 | 5 gallon pail | 21 | \$ | 157.00 | \$ | 3,297.00 | \$ | 199.88 | \$ | 4,197.48 | \$ | 179.00 | \$ | 3,759.00 |
| 5 | Cyclohexylamine | 108 | 5 gallon pail | 3 | \$ | 252.00 | \$ | 756.00 | \$ | 213.26 | \$ | 639.78 | \$ | 261.00 | \$ | 783.00 |
| 6 | Dequest 2010 | 355 | 30 gallon drum | 1 | \$ | 1,850.00 | \$ | 1,850.00 | \$ | 1,758.51 | \$ | 1,758.51 | \$ | 1,644.00 | \$ | 1,644.00 |
| 7 | Diethyl Hydroxylamine $85 \%$ | 102 | 5 gallon pail | 3 | \$ | 200.00 | \$ | 600.00 | \$ | 190.22 | \$ | 570.66 | \$ | 197.00 | \$ | 591.00 |
| 8 | DB-103 Polymer | 50 | 5 gallon pail | 1 | \$ | 175.00 | \$ | 175.00 | \$ | 119.37 | \$ | 119.37 | \$ | 126.00 | \$ | 126.00 |
| 9 | DBNPA Solid | 100 | 10\# container | 10 | \$ | 200.00 | \$ | 2,000.00 | \$ | 471.40 | \$ | 4,714.00 | \$ | 282.00 | \$ | 2,820.00 |
| 10 | DTEA II | 50 | 5 gallon pail | 1 | \$ | 175.00 | \$ | 175.00 | \$ | 206.60 | \$ | 206.60 | \$ | 122.00 | \$ | 122.00 |
| 11 | Erythorbic Acid Granular | 50 | 50 pound bag | 1 | \$ | 125.00 | \$ | 125.00 | \$ | 300.68 | \$ | 300.68 | \$ | 90.00 | \$ | 90.00 |
| 12 | Hydrogen Peroxide 30\% | 508 | 55 gallon | 1 | \$ | 550.00 | \$ | 550.00 | \$ | 339.76 | \$ | 339.76 | \$ | 420.00 | \$ | 420.00 |
| 13 | Isopropyl Alcohol | 66 | 5 gallon pail | 2 | \$ | 350.00 | \$ | 700.00 | \$ | 57.06 | \$ | 114.12 | \$ | 60.00 | \$ | 120.00 |
| 14 | K-Bac 7015 | 300 | 30 gallon | 1 | \$ | 350.00 | \$ | 350.00 | \$ | 484.27 | \$ | 484.27 | \$ | 124.00 | \$ | 124.00 |
| 15 | Morpholine | 180 | 5 gallon pail | 3 | \$ | 220.00 | \$ | 660.00 | \$ | 202.07 | \$ | 606.21 | \$ | 218.00 | \$ | 654.00 |
| 16 | Na Ortho Silicate | 50 | 5 gallon pail | 1 | \$ | 250.00 | \$ | 250.00 | \$ | 48.01 | \$ | 48.01 | \$ | 75.00 | \$ | 75.00 |
| 17 | Peracetic Acid 5.1\% | 43 | 5 gallon pail | 1 | \$ | 125.00 | \$ | 125.00 | \$ | 105.10 | \$ | 105.10 | \$ | 108.00 | \$ | 108.00 |
| 18 | Phosphonobutane Tricarboxylic Acid 50\% | 50 | 5 gallon pail | 1 | \$ | 210.00 | \$ | 210.00 | \$ | 268.42 | \$ | 268.42 | \$ | 277.00 | \$ | 277.00 |
| 19 | Phosphoric Acid 75\% | 130 | 5 gallon pail | 2 | \$ | 175.00 | \$ | 350.00 | \$ | 88.48 | \$ | 176.97 | \$ | 138.00 | \$ | 276.00 |
| 20 | $\begin{aligned} & \text { Potassium Hydroxide } \\ & 45 \% \end{aligned}$ | 3960 | 55 gallon drum | 6 | \$ | 555.00 | \$ | 3,330.00 | \$ | 516.24 | \$ | 3,097.44 | \$ | 809.00 | \$ | 4,854.00 |
| 21 | Propylene Glycol 99\% | 6500 | 55 gallon drum | 10 | \$ | 1,450.00 | \$ | 14,500.00 | \$ | 1,328.36 | \$ | 13,283.60 | \$ | 1,487.00 | \$ | 14,870.00 |
| 22 | Sodium Bisulfite 38\% | 550 | 5 gallon pail | 10 | \$ | 40.00 | \$ | 400.00 | \$ | 35.07 | \$ | 350.68 | \$ | 56.00 | \$ | 560.00 |
| 23 | Sodium Glucoheptonate $50 \%$ | 100 | 5 gallon pail | 2 | \$ | 125.00 | \$ | 250.00 | \$ | 86.98 | \$ | 173.96 | \$ | 96.00 | \$ | 192.00 |
| 24 | Sodium Hydroxide 50\% | 1536 | 15 gallon carbo, | 8 | \$ | 100.00 | \$ | 800.00 | \$ | 136.13 | \$ | 1,089.04 | \$ | 230.00 | \$ | 1,840.00 |
| 25 | Sodium Metasilicate Anhydrous | 100 | 50 pound bag | 2 | \$ | 55.00 | \$ | 110.00 | \$ | 307.40 | \$ | 614.80 | \$ | 66.00 | \$ | 132.00 |
| 26 | Sodium Molybdate Crystals | 800 | 200 pound keg | 4 | \$ | 2,800.00 | \$ | 11,200.00 | \$ | 3,138.08 | \$ | 12,552.32 | \$ | 3,144.00 | \$ | 12,576.00 |
| 27 | Sodium Nitrite | 150 | 50 pound bag | 3 | \$ | 70.00 | \$ | 210.00 | \$ | 85.64 | \$ | 256.92 | \$ | 103.00 | \$ | 309.00 |
| 28 | Sodium Sulfite Anhydrous | 400 | 50 pound bag | 8 | \$ | 65.00 | \$ | 520.00 | \$ | 91.02 | \$ | 728.16 | \$ | 111.00 | \$ | 888.00 |
| 29 | Sodium Tetraborate 5Mol | 300 | 50 pound bag | 6 | \$ | 75.00 | \$ | 450.00 | \$ | 39.94 | \$ | 239.64 | \$ | 60.00 | \$ | 360.00 |
| 30 | Surfactant 9.5 mol | 100 | 5 gallon pail | 2 | \$ | 110.00 | \$ | 220.00 | \$ | 173.00 | \$ | 346.00 | \$ | 120.00 | \$ | 240.00 |
| 31 | Granular Benzotriazole | 420 | 60 pound keg | 7 | \$ | 1,320.00 | \$ | 9,240.00 | \$ | 1,215.60 | \$ | 8,509.20 | \$ | 1,116.00 | \$ | 7,812.00 |
| 32 | Stabilized Bromine Chloride 17\% | 2560 | 55 gallon drum | 4 | \$ | 1,125.00 | \$ | 4,500.00 | \$ | 1,072.00 | \$ | 4,288.00 | \$ | 1,320.00 | \$ | 5,280.00 |
| 33 | Tetrapotassium Pryophosphate | 100 | 50 pound bag | 2 | \$ | 160.00 | \$ | 320.00 | \$ | 146.12 | \$ | 292.24 | \$ | 276.00 | \$ | 552.00 |
| 34 | UCON 50 HB5100 | 44 | 5 gallon pail | 1 | \$ | 125.00 | \$ | 125.00 |  | 212.72 | \$ | 212.72 | \$ | 188.00 | \$ | 188.00 |
| 35 | Versaflex 1 | 143 | 15 gallon carbo, | 1 | \$ | 325.00 | \$ | 325.00 | \$ | 542.83 | \$ | 542.83 | \$ | 600.00 | \$ | 600.00 |
| 36 | $30 " 1$ micron GCT B 1 A Filters $30-2$ |  | case of 5 | 5 | \$ | 200.00 | \$ | 1,000.00 | \$ | 79.63 | \$ | 398.15 | \$ | 239.00 | \$ | 1,195.00 |
| 37 | Pan-Fresh 2 |  | case of 144 | 1 | \$ | 500.00 | \$ | 500.00 | \$ | 698.66 | \$ | 698.66 | \$ | 583.00 | \$ | 583.00 |
| GRAND TOTAL |  |  |  |  |  |  | \$ | 62,438.00 |  |  |  | 64,183.76 |  |  | \$ | 67,967.00 |

## NOTES

1. GEHRKE TECHNOLOGY GROUP INC.'S EXTENDED PRICE FOR LINE 35 WAS CORRECTED TO $\$ 325.00$, AND THEIR GRAND TOTAL WAS CORRECTED TO \$62,438.00, TO CORRECT MATHEMATICAL ERRORS
2. GLOBAL WATER TECHNOLOGY INC.'S EXTENDED PRICE WAS CORRECTED FOR THE FOLLOWING LINES, TO CORRECT MATHEMATICAL ERRORS: LINES $5,7,15,22,23,24,28,29,36$. THEIR GRAND TOTAL WAS CORRECTED TO \$64,183.76.
3. GLOBAL WATER TECHNOLOGY, INC.'S SUBMISSION FOR LINE 15 IS FOR A CONTAINER SIZE OF 45 LBS.
4. EARTHWISE ENVIRONMENTAL INC.'S EXTENDED PRICE FOR LINE 2 WAS CORRECTED TO \$2,576.00, AND THEIR GRAND TOTAL WAS CORRECTED TO $\$ 67,967.00$, TO CORRECT MATHEMATICAL ERRORS.

| Bid Opening 02/17/2022 @ 2:30 | DW,KH |
| ---: | :---: |
| Invitations Sent | 86 |
| I Vendors Requesting Documents | 2 |
| Total Bid Responses | 3 |

QUANTITIES ARE CANVASSING AMOUNTS ONLY

| NO | ITEM | POUNDS TO BID | CONTAINER SIZE | QTY | PRICE, \$ | EXTENDED PRICE, $\$ 1$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 1 | Acumer 2100 | 50 | 50 pounds | 1 | 145.00 | 145.00 |
| 2 | Belclene 245 | 700 | 5 -gallon pail | 14 | 135.00 | 1890.00 |
| 3 | Belclene 575 | 50 | 5-gallon pail | 1 | 230.00 | 230.00 |
| 4 | Belsperse 400 | 1050 | 5-gallon pail | 21 | 157.00 | 3297.00 |
| 5 | Cyclohexylamine | 108 | 5-gallon pail | 3 | 252.00 | 756.00 |
| 6 | Dequest 2010 | 355 | 30-gallon drum | 1 | 1850.00 | 1850.00 |
| 7 | Diethyl Hydroxylamine 85\% | 102 | 5-gallon pail | 3 | 200.00 | 600.00 |
| 8 | DB-103 Polymer | 50 | 5-gallon pail | 1 | 175.00 | 175.00 |
| 9 | DBNPA Solid | 100 | 10\# container | 10 | 200.00 | 2000.00 |
| 10 | DTEA II | 50 | 5-gallon pail | 1 | 175.00 | 175.00 |
| 11 | Erythorbic Acid Granular | 50 | 50-pound bag | 1 | 125.00 | 125.00 |
| 12 | Hydrogen Peroxide 30\% | 508 | 55 gallon | 1 | 550.00 | 550.00 |
| 13 | Isopropyl Alcohol | 66 | 5 -gallon pail | 2 | 350.00 | 700.00 |
| 14 | K-Bac 7015 | 300 | 30 gallon | 1 | 350.00 | 350.00 |
| 15 | Morpholine | 180 | 5-gallon pail | 3 | 220.00 | 660.00 |
| 16 | Na Ortho Silicate | 50 | 5-gallon pail | 1 | 250.00 | 250.00 |
| 17 | $\begin{aligned} & \text { Peracetic Acid } \\ & 5.1 \% \\ & \hline \end{aligned}$ | 43 | 5-gallon pail | 1 | 125.00 | 125.00 |
| 18 | Phosphonobutane Tricarboxylic Acid 50\% | 50 | 5-gallon pail | 1 | 210.00 | 210.00 |
| 19 | $\begin{aligned} & \text { Phosphoric Acid } \\ & 75 \% \\ & \hline \end{aligned}$ | 130 | 5-gallon pail | 2 | 175.00 | 350.00 |
| 20 | Potassium Hydroxide 45\% | 3960 | 55-gallon drum | 6 | 555.00 | 3330.00 |
| 21 | Propylene Glycol 99\% | 6500 | 55-gallon drum | 10 | 1450.00 | 14,500.00 |
| 22 | Sodium Bisulfite $38 \%$ | 550 | 5-gallon pail | 10 | 40.00 | 400.00 |
| 23 | Sodium <br> Glucoheptonate $50 \%$ | 100 | 5-gallon pail | 2 | 125.00 | 250.00 |
| 24 | Sodium <br> Hydroxide 50\% | 1536 | 15-gallon carboy | 8 | 100.00 | 800.00 |
| 25 | Sodium <br> Metasilicate <br> Anhydrous | 100 | 50-pound bag | 2 | 55.00 | 110.00 |
| 26 | Sodium Molybdate Crystals | 800 | 200-pound keg | 4 | 2800.00 | 11,200.00 |


| NO | ITEM | POUNDS TO BID | CONTAINER SIZE | QTY | PRICE, \$ | EXTENDED PRICE, \$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 27 | Sodium Nitrite | 150 | 50 -pound bag | 3 | 70.00 | 210.00 |
| 28 | Sodium Sulfite Anhydrous | 400 | 50-pound bag | 8 | 65.00 | 520.00 |
| 29 | Sodium <br> Tetraborate 5Mol | 300 | 50-pound bag | 6 | 75.00 | 450.00 |
| 30 | Surfactant 9.5 mol | 100 | 5-gallon pail | 2 | 110.00 | 220.00 |
| 31 | Granular Benzotriazole | 420 | 60-pound keg | 7 | 1320.00 | 9240.00 |
| 32 | Stabilized <br> Bromine Chloride $17 \%$ | 2560 | 55-gallon drum | 4 | 1125.00 | 4500.00 |
| 33 | Tetrapotassium Pryophosphate | 100 | 50-pound bag | 2 | 160.00 | 320.00 |
| 34 | $\begin{aligned} & \text { UCON } 50 \\ & \text { HB5100 } \end{aligned}$ | 44 | 5-gallon pail | 1 | 125.00 | 125.00 |
| 35 | Versaflex 1 | 143 | 15-gallon carboy | 1 | 325.00 | 625.00 |
| 36 | 30" 1-micron GCT <br> B 1 A Filters 30-2 |  | case of 5 | 5 | 200.00 | 1000.00 |
| 37 | Pan-Fresh 2 |  | case of 144 | 1 | 500.00 | 500.00 |
| GRAND TOTAL |  |  |  |  | \$ 62,738 |  |
| GRAND TOTAL <br> (In words) <br> Sixty-Two Thousand Seven Hundred Thirty-Eight Dollars and No cents. $\qquad$ |  |  |  |  |  |  |

Please attach net price list or catalog with discount of other items you carry that may be purchased from the awarded contract. Items which do not have established and auditable pricing SHALL NOT be purchased against this contract.

Notes for improvement:

1. The product Granular Benzotriazole can be replaced with TolyTri-azole liquid in formulation that may reduce cost.
2. Stabilized Bromine Chloride may be replaced with a dual bromine chloride and sodium hypo-chloride that would be less expensive. It is a good review.
3. Propylene Glycol has risen drastically with oil prices. Plus there is curtailments and allotment systems, This may be best priced with spot market pricing.
4. Sodium Molybdate is a corrosion inhibitor and my be substituted with another inhibitor depending on function. It would be worth a review.

## SECTION 7 - BID FORM SIGNATURE PAGE

The Contractor agrees to provide the service, and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

Signâture on File


CORPORATE SEAL
(If available)

BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this $\qquad$ day of $\qquad$ AD, 20 $\qquad$
$\qquad$
My Commission Expires: $\qquad$
(Notary Public)

## SECTION 8 - MANDATORY FORM

 WATER TREATMENT CHEMICALS 22-016-FM(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

| Full Name of Bidder | Gehrke Technology Group, Inc. |  |  |
| :--- | :--- | :--- | :--- |
| Main Business Address | 1050 N. Rand Road |  |  |
|  |  |  |  |
| City, State, Zip Code | Wauconda, Illinois 60084 |  |  |
| Telephone Number | $847-487-9110$ (Office) <br> $847-878-0716 ~(c e l l) ~$ | Email <br> Address | ggehrke@gehrketech.com |
| Bid Contact Person | Greg Gehrke |  |  |

The undersigned certifies that he is:


Herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:
A. G. Gehrke
(President or Partner)
(Vice-President or Partner)
E. M. Gehrke
(Secretary or Partner)
(Treasurer or Partner)
Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including

Addenda No. $\qquad$ , $\qquad$ , and $\qquad$ issued thereto.

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

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

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

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

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

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

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

## CONTRACT ADMINISTRATION INFORMATION:

| CORRESPONDENCE TO CONTRACTOR: |  | REMIT TO CONTRACTOR: |  |
| :--- | :--- | :--- | :--- |
| NAME | Gehrke Technology Group, Inc. | NAME | Gehrke Technology Group, Inc. |
| CONTACT | Greg Gehrke | CONTACT | Greg Gehrke / L. Heinemann |
| ADDRESS | 1050 N. Rand Road | ADDRESS | 1050 N. Rand Road |
| CITY ST ZIP | Wauconda, IL 60084 | CITY ST ZIP | Wauconda, IL 60084 |
| TX | $847-487-9110$ | TX | $847-487-9110$ |
| FX | $847-487-9026$ | FX | $847-487-9026$ |
| EMAIL | ggehrke@gehrketech.com | EMAIL | ggehrke@gehrketech.com |
|  | Office@gehrketech.com | Office@gehrketech.com |  |
| COUNTY BILL TO INFORMATION: | COUNTY SHIP TO INFORMATION: |  |  |
| DuPage County Facilities Management <br> 421 North County Farm Road <br> Wheaton, IL 60187 <br> TX: (630) 407-6193 <br> EMAIL: FMAccountsPayable@dupageco.org | Masters Company, Inc. <br> 890 Lively Boulevard <br> Wood Dale, IL 60191 <br> TX: (630) 238-9292 |  |  |

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

Bid/Contract/PO \#:

| Company Name: Gehrke Technology Group, Inc. | Company Contact: Greg Gehrke |
| :---: | :---: |
| Contact Phone: 847-878-0716 | Contact Email: ggehrke@gehrketech.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- <br> 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 <br> or will be having contact with county officers or employees in <br> relation to the contract or bid | Telephone | Email |
| :--- | :--- | :--- |
| Greg Gehrke | $847-878-0716$ | ggehrke@gehrketech.com |
|  |  |  |
|  |  |  |

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

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

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

The full text for the county's ethics and procurement policies and ordinances are available at:
https://www.dupageco.org/CountyBoard/Policies/
I hereby acknowledge that I have received, have read, and understand these requirements.
AuthorizedSignature Signature on File
Printed Name
A. Greg Gehrke

Title
President
Date
January 23, 2023

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

WHEREAS, the County of DuPage and the Fehr Graham \& Associates LLC entered into an agreement for professional engineering services for design, bidding and construction management at the Woodridge Greene Valley Treatment facility (Phase 1) on February 8, 2022 (hereinafter referred to as AGREEMENT); and

WHEREAS, the COUNTY desires to amend the AGREEMENT to add verbiage to support loans from the IEPA Water Pollution Control Loan Program, with no change in the contract total amount; and

WHEREAS, the COUNTY has prepared the attached First Amendment to the AGREEMENT with Fehr Graham \& Associates LLC and said First Amendment must be executed.

NOW, THEREFORE, BE IT RESOLVED that County Contract 5692-001-SERV is hereby amended and that the Chairman and Clerk of said Board are hereby directed and authorized to execute the attached First Amendment to the AGREEMENT; and

BE IT FURTHER RESOLVED that the County Clerk shall transmit a copy of this Resolution and executed First Amendment to the Public Works Committee Secretary for distribution to the Department of Public Works, Fehr Graham \& Associates LLC, 230 Woodlawn Avenue, Aurora, Illinois 60506; Nicholas Alfonso at the State's Attorney's Office.

Enacted and approved this $14^{\text {th }}$ day of March, 2023 at Wheaton, Illinois.

Attest: $\qquad$
JEAN KACZMAREK, COUNTY CLERK


Request for Change Order
Procurement Services Division
Date: $\qquad$
Attach copies of all prior Change Orders
MinuteTraq (IQM2) ID \#:
Feb 24, 2023


## IN ACCORDANCE WITH 720 ILS 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.


## DECISION MEMO REQUIRED

$\square$ Increase (greater than 29 days) contract expiration from:
$\qquad$ to: $\qquad$
$\square$ Increase $\geq \$ 2,500.00$, or $\geq 10 \%$, of current contract amountFunding Source $\qquad$ $\square$ OTHER - explain below:


## AMENDMENT NO. 1 <br> TO <br> AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND FEHR GRAHAM FOR PROFESSIONAL ENGINEERING SERVICES <br> FOR <br> DESIGN, BIDDING AND CONSTRUCTION OF IMPROVEMENTS AT THE WOODRIDGE GREENE VALLEY WASTEWATER TREATMENT FACILITY - PHASE 1

THIS AMENDMENT modifies the AGREEMENT made the 14 th day of March, 2023, between COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois 60187 (hereinafter referred to as the COUNTY) and FEHR GRAHAM ENGINEERING AND ENVIRONMENTAL (formerly d.b.a. DEUCHLER, A DIVISION OF FEHR GRAHAM), licensed to do business in the state of Illinois, with offices at 230 Woodlawn Avenue, Aurora, Illinois 60506 (hereinafter referred to as the CONSULTANT).

## RECITALS

WHEREAS, the COUNTY intends to apply for a loan from the Illinois Environmental Protection Agency (IEPA) Water Pollution Control Loan Program (WPCLP) for the design and construction of IMPROVEMENTS AT THE WOODRIDGE GREENE VALLEY WASTEWATER TREATMENT FACILITY - PHASE 1 (hereinafter referred to as the PROJECT); and

WHEREAS, the IEPA has specific requirements pursuant to Title 35 Illinois Administrative Code Part 365 Procedures for Issuing Loans from the Water Pollution Control Loan Program (hereinafter referred to as the LOAN RULES) which must be addressed in order for WPCLP funds to be utilized to pay for engineering design and construction services;

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

## A1-1.0 INCORPORATION AND CONSTRUCTION

A1-1.1 All recitals set forth above in this AMENDMENT NO. 1 and previously set forth in the AGREEMENT, unless specifically repealed through this AMENDMENT NO. 1, are incorporated herein and made part thereof, the same constituting the factual basis for the AGREEMENT, effective beginning from the original date of the AGREEMENT.

A1-1.2 The headings of the paragraphs and subparagraphs of this AMENDMENT NO. 1 are inserted for convenience of reference only and shall not be deemed to constitute part of the AGREEMENT or to affect the construction hereof.

## A1-2.0 AUDIT AND ACCESS TO RECORDS

A1-2.1 Books, records, documents and other evidence directly pertinent to performance of WPCLP loan work under this AGREEMENT shall be maintained in accordance with generally accepted Accounting Principles. The IEPA or any of its authorized representatives shall
have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.

A1-2.2 Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.

A1-2.3 All information and reports resulting from access to records pursuant to the above shall be disclosed to the IEPA. The auditing agency shall afford the CONSULTANT an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.

A1-2.4 The final audit report shall include the written comments, if any, of the audited parties.
A1-2.5 Records shall be maintained and made available during performance of project services under this AGREEMENT and for three years after the final WPCLP loan closing. In addition, those records that relate to any dispute pursuant to the LOAN RULES Section 365.650 or Section 662.650 (Disputes) or litigation or the settlement of claims arising out of project performance or costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception.

## A1-3.0 COVENANT AGAINST CONTINGENT FEES

A1-3.1 The CONSULTANT warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this AGREEMENT without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

## A1-4.0 USEPA NONDISCRIMINATION CLAUSE

A1-4.1 The CONSULTANT shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT which may result in the termination of this AGREEMENT or other legally available remedies.

## A1-5.0 USEPA FAIR SHARE PERCENTAGE CLAUSE

A1-5.1 The CONSULTANT agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the WPCLP LOAN RULES. As required by the award conditions of USEPA's Assistance Agreement with the IEPA, the CONSULTANT acknowledges that the fair share percentages are $5 \%$ for Minority-Owned Business Enterprises (MBEs) and 12\% for Woman-Owned Business Enterprises (WBEs).

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

County of DuPage

Deborah Conroy, Chairman
DuPage County Board

Jean Kaczmarek DuPage County Clerk

Fehr Graham


Mick Gronewold, P.E.
Principal


Christopher DeSilva, P.E. Branch Manager

Failure to complete and return this form may result in delay or cancellation of the Date:

| Company Name: | Fehr Graham | Company Contact: |
| ---: | :---: | ---: |
| Contact Phone: | $815-394-4700$ | Contact Email: $\quad$ mgronewold@fehrgraham.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

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

| Recipient | Donor | Description (e.g. cash, type of item, in- <br> 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.

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

| Lobbyists, Agents and Representatives and all individuals who are <br> or will be having contact with county officers or employees in <br> 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.
Authorizes Signature Signature on file
Printed Name
Mick Gronewold
Title
Date
Principal
2/24/2023
$\qquad$ of $\qquad$ (total number of pages)

# AMENDMENT TO COUNTY CONTRACT 6163-0001-SERV ISSUED TO CURRIE MOTORS FRANKFORT, INC. <br> FOR ONE (1) DUMP BODY 2023 FORD F-550XL TRUCK AND TWO (2) UTILITY BODY FORD F-350XL TRUCKS FOR PUBLIC WORKS AND STORMWATER <br> (INCREASE CONTRACT $\$ 39,293.00$ ) 

WHEREAS, County Contract 6163-0001-SERV was approved and adopted by the Public Works Committee on November 15 ${ }^{\text {th }}, 2022$; and

WHEREAS, the Public Works Committee recommends changes as stated in the Request for Change Order to County Contract 6163-0001-SERV, issued to Currie Motors Frankfort, Inc., for one (1) dump body 2023 Ford F-550XL Truck and two (2) utility body 2023 Ford F-350XL Trucks, for Public Works and Stormwater, to increase the contract in the amount of $\$ 39,293$.

NOW, THEREFORE BE IT RESOLVED, that the County Board adopts the Request for Change Order to County Contract 6163-0001-SERV, issued to Currie Motors Frankfort, Inc., for one (1) dump body 2023 Ford F-550XL Truck and two (2) utility body 2023 Ford F-350XL Trucks, for Public Works and Stormwater, to increase contract in the amount of $\$ 39,293$ (Stormwater $\$ 22,496$ and Public Works $\$ 16,797$ ), taking the contract total amount of $\$ 240,597.00$, and resulting in an amended contract total amount not to exceed $\$ 270,594.00$, an increase of $16.99 \%$, pursuant to Resolution DT-R-0306B-22.

Enacted and approved this $14^{\text {th }}$ day of March, 2023 at Wheaton, Illinois.

## DEBORAH A. CONROY, CHAIR

 DU PAGE COUNTY BOARDAttest: $\qquad$
JEAN KACZMAREK, COUNTY CLERK


Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

| Date: | Feb 23, 2023 |
| ---: | ---: |
| MinuteTraq (IQM2) ID \#: | $23-0972$ |


(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.

$\square$ Increase (greater than 29 days) contract expiration from: to: $\qquad$
区 Increase $\geq \$ 2,500.00$, or $\geq 10 \%$, of current contract amount X Funding Source FY 23 2000-2665-54120 螑 $\square$ OTHER- explain below:


## 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:

| Date: | Feb 23, 2023 |
| :---: | ---: |
| MinuteTraq (IQM2) ID \#: | $23-0972$ |

Department Requisition \#:

| Requesting Department: Public Works | Department Contact: Sean Reese |
| :---: | :---: |
| Contact Email: sean.reese@dupageco.org | Contact Phone: 630.985 .7400 |
| Vendor Name: Currie Motors Frankfort Inc | Vendor \#: 12434 |

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.
Increase Currie Motors Frankfort Inc purchase order from $\$ 231,301.00$ to $\$ 270,594.00$. An increase of $\$ 39,293.00$.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.
We originally purchased one F-550 truck chassis and two F-350 truck chassis in November 2022 from Currie Motors. This paperwork was completed and approved in a short time frame due to Fords ordering process only be open for approximately $1-2$ weeks. We were unable to get pricing on the dump body and the utility bodies at that time. Since then, we have received 2 quotes on each type of truck body. One quote was from Currie and the other quote was from Regional Truck Equipment.

## Strategic Impact

Customer Service
Select one of the six strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.
These trucks will be used for daily activities related to maintenance of sewer, water and storm water systems. Due to supply chain and reduced inventory, the County Board adopted Resolution \#DT-R-0306-22 to move forward with 2023 vehicle replacement recommendation as soon as contract orders open.

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

Three truck chassis were purchased pursuant to FI-O-0056-22 and DT-R-0306B-22. The two quotes on the truck bodies were equal. It was determined that Currie Motors was the best vendor since they would directly receive the vehicle from Ford and could then arrange the installation of the truck bodies.

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

1) Increase change order in the amount of $\$ 39,293$ for the dump/truck bodies due to the fact that the chassis have already been ordered by Currie Motors to be put on the bodies.
2) Do not approve change. Not recommended due to the fact the chassis are ordered and will be unusable without the bodies.

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.
$\$ 16,797.00$ will be removed from FY23 2000-2665-54120
$\$ 22,496.00$ will be removed from FY23 1600-3000-54120

Required Vendor Ethics Disclosure Statement
Failure to complete and return this form may result in delay or cancellation of the
Date: $\qquad$ County's Contractural Obligation.

Bid/Contract/PO \#:

| Company Name: CURRIE MOTORS | Company Contact: TOM SULLIVAN |
| :---: | :---: |
| Contact Phone: $815-464-9200$ | Contact Email: TSULLIVAN@CURRIEMOTORS.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
$\boxtimes$ NONE (check here) - If no contributions have been made

| Recipient | Donor | Description (e.g. cash, type of item, in- <br> 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 <br> or will be having contact with county officers or employees in <br> 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 resejved, have read, and understand these requirements.
Authored Sipnave Signature on file

Printed Name
TOM SULLIVAN
Title
CAM
Date
Feb 27, 2023

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

## AWARDING RESOLUTION

ISSUED TO DRYDON EQUIPMENT, INC.
FOR FOUR (4) FILTOMAT M306 LP WASTEWATER TREATMENT PLANT EFFLUENT WATER STRAINERS

FOR PUBLIC WORKS FACILITIES (CONTRACT TOTAL AMOUNT: \$82,427)

WHEREAS, bids have been taken and processed in accordance with County Board policy; and
WHEREAS, the Public Works Committee recommends County Board approval for four (4) Filtomat M306 LP wastewater treatment plant effluent water strainers to be installed at the Woodridge Greene Valley Treatment Plant and Knollwood Wastewater Treatment Plant facilities, for Public Works, for the period of March 14, 2023, through November 30, 2023; and

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, for four (4) Filtomat M306 LP wastewater treatment plant effluent water strainers to be installed at the Woodridge Greene Valley Treatment Plant and Knollwood Wastewater Treatment Plant facilities, for Public Works, for the period of March 14, 2023, through November 30, 2023, be, and it is hereby approved for issuance of a contract by the Procurement Division to, Drydon Equipment, Inc., 2445 Westfield Drive \#100, IL 60124, for a total contract amount not to exceed $\$ 82,427$, per lowest responsible bid \#23-016-PW.

Enacted and approved this $14^{\text {th }}$ day of March, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR DU PAGE COUNTY BOARD

Attest: $\qquad$
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 |  |
| $\begin{aligned} & \text { FILE ID\#: } \\ & 23-0937 \end{aligned}$ | RFP, BID, QUOTE OR RENEWAL \#: 23-016-PW | INITIAL TERM WITH RENEWALS: OTHER | INITIAL TERM TOTAL COST: $\$ 82,427.00$ |
| COMMITTEE: <br> PUBLIC WORKS | TARGET COMMITTEE DATE: $03 / 07 / 2023$ | PROMPT FOR RENEWAL: | CONTRACT TOTAL COST WITH ALL RENEWALS: $\$ 82,427.00$ |
|  | CURRENT TERM TOTAL COST: $\$ 82,427.00$ | MAX LENGTH WITH ALL RENEWALS: | CURRENT TERM PERIOD: |
| Vendor Information |  | Department Information |  |
| VENDOR: <br> Drydon Equipment, Inc. | VENDOR \#: | DEPT: <br> Public Works | DEPT CONTACT NAME: Jay Dahlberg |
| VENDOR CONTACT: George Argiris | VENDOR CONTACT PHONE: 630-814-9150 | DEPT CONTACT PHONE \#: 630-985-7400 | DEPT CONTACT EMAIL: <br> Jay.Dahlberg@dupageco.org |
| VENDOR CONTACT EMAIL: <br> Gargiris@drydon.com | VENDOR WEBSITE: www.drydon.com | DEPT REQ \#: |  |
| Overview |  |  |  |
| DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Purchase of four (4) Filtomat M306 LP effluent water strainers to be installed at both the Woodridge Greene Valley and Knollwood Wastewater Treatment Facilities per low quote \#23-016-PW. |  |  |  |
| JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Effluent strainers are used at both the Knollwood and Woodridge Greene Valley Wastewater Treatment Facilities. The strainers are used to further clean the plant effluent water for use at the plants non-potable water systems. The Woodridge facility uses the non-potable water for the air conditioning chillers. The strainers need to be replaced as they are from 1985 and have lost straining efficiency. |  |  |  |


|  | 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. <br> LOWEST RESPONSIBLE QUOTE/BID (QUOTE $<\$ 25,000, ~ B I D ~$ $\$ 25,000 ;$ ATTACH TABULATION) |  |
| DECISION MEMO REQUIRED | Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required. |


| SECTION 3: DECISION MEMO |  |
| :--- | :--- |
| STRATEGIC IMPACT | Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. |
| SOURCE SELECTION | Describe method used to select source. |
| RECOMMENDATION <br> AND <br> TWO <br> ALTERNATIVES | Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including <br> status quo, (i.e., take no action). |

## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

JUSTIFICATION Select an item from the following dropdown menu to justify why this is a sole source procurement.

| NECESSITY AND <br> UNIQUE FEATURES | Describe the product or services that are not available from other vendors. Explain necessary and unique features or <br> services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be <br> 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 <br> 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 <br> services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted. |


| SECTION 5: Purchase Requisition Information |  |  |  |
| :---: | :---: | :---: | :---: |
| Send Purchase Order To: |  | Send Invoices To: |  |
| Vendor: <br> Drydon Equipment, Inc. | Vendor\#: | Dept: <br> DuPage County Public Works | Division: <br> Public Works |
| Attn: <br> George Argiris | Email: <br> Gargiris@drydon.com | Attn: <br> Magda | Email: <br> pwaccountspayable@dupageco.org |
| Address: <br> 2445 Westfield Drive \#100 | City: <br> Elgin | Address: <br> 7900 S. Route 53 | City: <br> Woodridge |
| State: <br> Illinos | $\begin{array}{\|l\|} \hline \text { Zip: } \\ 60124 \end{array}$ | State: <br> Illinois | $\begin{array}{\|l\|} \hline \text { Zip: } \\ 60517 \end{array}$ |
| Phone: 224-629-4060 | Fax: <br> 224-629-4061 | Phone: 630-985-7400 | $\begin{aligned} & \hline \text { Fax: } \\ & 630-985-4802 \end{aligned}$ |
| Send Payments To: |  | Ship to: |  |
| Vendor: <br> SAME AS ABOVE | Vendor\#: | Dept: <br> SAME AS ABOVE | Division: |
| Attn: | Email: | Attn: | Email: |
| Address: | City: | Address: | City: |
| State: | Zip: | State: | Zip: |
| Phone: | Fax: | Phone: | Fax: |
| Shipping |  | Contract Dates |  |
| Payment Terms: <br> PER 50 ILCS 505/1 | FOB: <br> Destination | Contract Start Date (PO25): <br> Mar 14, 2023 | Contract End Date (PO25): <br> Nov 30, 2023 |
| Contract Administrator (PO25): Amy Arlowe/Sandra Martinez |  |  |  |


| 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 |  | Filtomat M306 LP wastewater treatment plant effluent water strainers per low quote \#23-016-PW. | FY23 | 2000 | 2555 | 52250 |  | 82,427.00 |  | 82,427.00 |
| $F Y$ is required, assure the correct $F Y$ is selected. |  |  |  |  |  |  |  |  |  | Requisition Total | \$ | 82,427.00 |


| 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: $\quad \square \mathrm{W}-9 \quad \square$ Vendor Ethics Disclosure Statement


THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
EFFLUENT WATER STRAINERS 23-016-PW BID TABULATION


## NOTES

1. DRYDON EQUIPMENT INCLUDED PRICING FOR FOUR FILTOMAT M106LP UNITS ALONG WITH LEVEL II FILETER CONTROLLERS.

| Bid Opening 02/10/2023 | NE, VC |
| ---: | :---: |
| Invitations Sent | 13 |
| Total Vendors Requesting Documents | 0 |
| Total Bid Responses | 1 |

SECTION 8 - BID FORM PRICING

| NO. | ITEM | UOM | QTY | PRICE | EXTENDED PRICE |  |
| :---: | :--- | :---: | :---: | :---: | :---: | :---: |
| 1 | FILTOMAT M106LP |  |  |  |  |  |
| 2 | LEVEL II FILTER <br> CONTROLLER | EA | 4 | $\$$ | EA | 2 |

## SECTION 9 - BID FORM SIGNATURE PAGE

The Contractor agrees to provide the service, and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.


CORPORATE SEAL
(If available)

BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this $\qquad$ day of $\qquad$ AD, 20

My Commission Expires: $\qquad$ (Notary Public)

SEAL

SECTION 10 - MANDATORY FORM
EFFLUENT WATER STRAINERS 23-016-PW
(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)


The undersigned certifies that he is:


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

(Secretary or Partner)
(Treasurer or Partner)
Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including

Addenda No. $\qquad$ , $\qquad$ , and $\qquad$ issued thereto.
Further, the undersigned proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus, and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.
Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate.
Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either 720 Illinois Compiled Statutes $5 / 33 \mathrm{E}-3$ or $5 / 33 \mathrm{E}-4$, bid rigging or bid-rotating, or as a result of a violation of 820 ILCS $130 / 1$ et seq., the Illinois Prevailing Wage Act.
The undersigned certifies that he has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.
If a Corporation, the undersigned, further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed nor modified, and that the same remain in full force and effect. (Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)
Further, the Bidder certifies that he has provided equipment, supplies, or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

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

CONTRACT ADMINISTRATION INFORMATION:

| CORRESPONDENCE TO CONTRACTOR: |  | REMIT TO CONTRACTOR: |  |
| :---: | :---: | :---: | :---: |
| NAME | DRYDON EQUIPMENT | NAME | DXP |
| CONTACT | Glorder Argirris | CONTACT | KURT GEIGER |
| ADDRESS | 2445 Wisitisun PR ${ }^{\text {W }} 100$ | ADDRESS | 4910 Wair Cyperssumbin St |
| CITY ST ZIP | ELhire IE 60124 | CITY ST ZIP | TAmpa, FL 33607 |
| TX | 2246294060 | TX | $321431-0726$ |
| FX | 2246294061 | FX | 8132828216 |
| EMAIL | GARGIRIS PRydon. lou | EMAIL | Kurt.GIzIGERC DXPE.LOM |
|  |  |  |  |
| COUNTY BILL TO INFORMATION: |  | COUNTY SHIP TO INFORMATION: |  |
| DuPage County Division of Public Works 7900 S. Route 53 |  | DuPage County Woodridge-Greene Valley Plant |  |
|  |  | 7900 S. Route 53 |  |
| Woodridge, IL 60517 |  | Woodridge, IL 60517 |  |
| TX: (630) 985-7400 |  | TX: (630) 985-7400 |  |
| FX: (630) 985-4802 |  | FX: (630) 985-4802 |  |

ALL MATERIALS MUST BE BID AND SHIPPED F.O.B. DELIVERED (FREIGHT INCLUDED IN PRICE)

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

Date: $\qquad$ 30123

Bid/Contract/PO \#:

| Company Name: DRYODUN EQUIPMEUT | $D \times P$ | CompanyContact: | Ckarar Argirss |
| :---: | :---: | :---: | :---: |
| Contact Phone: $630814-9150$ |  | Contact Email: | GARGERES E DRHDUN. Um |

## 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- <br> 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 <br> or will be having contact with county officers or employees in <br> relation to the contract or bid | Telephone | Email |
| :--- | :--- | :--- |
|  |  |  |
|  |  |  |
|  |  |  |

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

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

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

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


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

# AWARDING RESOLUTION <br> ISSUED TO HOME DEPOT USA, INC., TO DELIVER MISCELLANEOUS MAINTENANCE, REPAIR AND OPERATIONS SUPPLIES FOR PUBLIC WORKS FACILITIES (CONTRACT TOTAL NOT TO EXCEED $\$ 135,000$ ) 

WHEREAS, pursuant to the Intergovernmental Agreement between the County of DuPage and OMNIA Partners, the County of DuPage will contract with Home Depot USA, Inc.; and

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract, for miscellaneous maintenance, repair and operation supplies, for the period of March 17, 2023, to November 30, 2026, for Public Works facilities.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, for miscellaneous maintenance, repair and operation supplies, for the period of March 17, 2023, to November 30, 2026, for Public Works facilities, be, and it is hereby approved for issuance of a contract by the Procurement Division to, Home Depot USA, Inc., 2455 Paces Ferry Road, Atlanta, GA 30339, for a total contract amount not to exceed $\$ 135,000$. Contract pursuant to the Intergovernmental Cooperation Act, OMNIA Partners/US Communities Contract \#16154.

Enacted and approved this $14^{\text {th }}$ day of March, 2023, at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR DU PAGE COUNTY BOARD

Attest: $\qquad$
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 |  |
| $\begin{array}{\|l\|} \hline \text { FILE ID\#: } \\ 23-0934 \end{array}$ | RFP, BID, QUOTE OR RENEWAL \#: $16154$ | INITIAL TERM WITH RENEWALS: OTHER | INITIAL TERM TOTAL COST: $\$ 135,000.00$ |
| COMMITTEE: <br> PUBLIC WORKS | TARGET COMMITTEE DATE: $03 / 07 / 2023$ | PROMPT FOR RENEWAL: | CONTRACT TOTAL COST WITH ALL RENEWALS: $\$ 135,000.00$ |
|  | CURRENT TERM TOTAL COST: | MAX LENGTH WITH ALL RENEWALS: THREE YEARS | CURRENT TERM PERIOD: INITIAL TERM |
| Vendor Information |  | Department Information |  |
| VENDOR: <br> Home Depot | $\begin{aligned} & \text { VENDOR \#: } \\ & 11219 \end{aligned}$ | DEPT: <br> Public Works | DEPT CONTACT NAME: Sean Reese |
| VENDOR CONTACT: <br> Richard Nyberg | VENDOR CONTACT PHONE: $770-384-3772$ | DEPT CONTACT PHONE \#: 630-985-7400 | DEPT CONTACT EMAIL: <br> Sean.Reese@dupageco.org |
| VENDOR CONTACT EMAIL: <br> Richard_Nyberg@homedepot.com | VENDOR WEBSITE: <br> www.homedepot.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.). Contract to furnish and deliver miscellaneous maintenance, repair \& operation parts and supplies as needed for a period from March 17, 2023 through November 30, 2026 per OMNIA Partners/US Communities Contract \#16154. |  |  |  |
| JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Miscellaneous maintenance, repair and operations parts \& supplies are necessary for the performance of routine and as-needed maintenance work throughout the Public Works Department. This contract will be used for various remodeling and preventative maintenance projects completed by inhome staff. |  |  |  |


|  | 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 <br> COOPERATIVE (DPC2-352), GOVERNMENT JOINT PURCHASING ACT (30ILCS525) OR GSA SCHEDULE PRICING |  |


| $\quad$ 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. <br> QUALITY OF LIFE |
| SOURCE SELECTION | Describe method used to select source. <br> Home Depot holds the US Communities Contract which allows the County to purchase parts and supplies with $1 \%-2 \%$ rebate off <br> yearly expenditures. |
| RECOMMENDATION <br> AND <br> TWO <br> ALTERNATIVESDescribe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including <br> status quo, (i.e., take no action). <br> 1) Staff recommends securing a contract to purchase maintenance parts and supply items through the U.S. Communities <br> Contract. Having the option to purchase the supplies though this Cooperative Purchasing Agreement gives Public Works the <br> flexibility to obtain these items in a timely manner which is of the utmost importance when working on critical water and <br> wastewater projects as well as receiving significant discounted prices. <br> 2) Use another vendor. Not recommended due to requiring tools and equipment on a timely manner when working on critical <br> and emergency water and wastewater projects as well as higher prices. |  |


| 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 <br> UNIQUE FEATURES | Describe the product or services that are not available from other vendors. Explain necessary and unique features or <br> services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be <br> 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 <br> 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 <br> services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted. |


| SECTION 5: Purchase Requisition Information |  |  |  |
| :---: | :---: | :---: | :---: |
| Send Purchase Order To: |  | Send Invoices To: |  |
| Vendor: <br> Home Depot | Vendor\#: $11219$ | Dept: <br> DuPage County Public Works | Division: <br> Public Works |
| Attn: <br> Richard Nyberg | Email: <br> Richard_Nyberg@homedepot.com | Attn: <br> Magda | Email: <br> pwaccountspayable@dupageco.org |
| Address: <br> 2455 Paces Ferry Road | City: <br> Atlanta | Address: <br> 7900 S. Route 53 | City: <br> Woodridge |
| State: Georgia | $\begin{array}{\|l\|} \hline \text { Zip: } \\ 30339 \end{array}$ | State: <br> Illinois | $\begin{array}{\|l\|} \hline \text { Zip: } \\ 60517 \end{array}$ |
| Phone: 770-384-3772 | Fax: | Phone: 630-985-7400 | $\begin{array}{\|l\|} \hline \text { Fax: } \\ 630-985-4802 \end{array}$ |
| Send Payments To: |  | Ship to: |  |
| Vendor: Home Depot | Vendor\#: <br> 11219 | Dept: <br> SAME AS ABOVE | Division: |
| Attn: <br> DEPT \#32-2501740231 | Email: | Attn: | Email: |
| Address: <br> PO Box 9001043 | City: <br> Louisville | Address: | City: |
| State: <br> Kentucky | $\begin{array}{\|l\|} \hline \text { Zip: } \\ 40290-1043 \end{array}$ | State: | Zip: |
| Phone: | Fax: | Phone: | Fax: |
| Shipping |  | Contract Dates |  |
| Payment Terms: PER 50 ILCS 505/1 | FOB: <br> Destination | Contract Start Date (PO25): <br> Mar 17, 2023 | Contract End Date (PO25): <br> Nov 30, 2026 |
| Contract Administrator (PO25): Amy Arlowe/Sandra Martinez |  |  |  |

Purchase Requisition Line Details

| LN | Qty | UOM | Item Detail (Product \#) | Description | FY | Company | AU | Acct Code | Sub-Accts/ <br> Activity Code | Unit Price | Extension |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 1 | 1 | EA |  | Contract purchase order to furnish and deliver miscellaneous maintenance, repair \& operation parts and supplies as needed for a period from 3/17/23 through 11/30/26 per OMNIA/US Communities Contract \#16154 pricing | FY23 | 2000 | 2555 | 52000 |  | 5,000.00 | 5,000.00 |
| 2 | 1 | EA |  |  | FY23 | 2000 | 2555 | 52220 |  | 5,000.00 | 5,000.00 |
| 3 | 1 | EA |  |  | FY23 | 2000 | 2555 | 52250 |  | 5,000.00 | 5,000.00 |
| 4 | 1 | EA |  |  | FY23 | 2000 | 2555 | 52270 |  | 5,000.00 | 5,000.00 |
| 5 | 1 | EA |  |  | FY23 | 2000 | 2640 | 52000 |  | 1,000.00 | 1,000.00 |
| 6 | 1 | EA |  |  | FY23 | 2000 | 2640 | 52200 |  | 1,000.00 | 1,000.00 |
| 7 | 1 | EA |  |  | FY23 | 2000 | 2640 | 52250 |  | 1,000.00 | 1,000.00 |
| 8 | 1 | EA |  |  | FY23 | 2000 | 2640 | 52270 |  | 1,000.00 | 1,000.00 |
| 9 | 1 | EA |  |  | FY23 | 2000 | 2665 | 52000 |  | 5,000.00 | 5,000.00 |
| 10 | 1 | EA |  |  | FY23 | 2000 | 2665 | 52200 |  | 3,000.00 | 3,000.00 |
| 11 | 1 | EA |  |  | FY23 | 2000 | 2665 | 52250 |  | 3,000.00 | 3,000.00 |
| 12 | 1 | EA |  |  | FY23 | 2000 | 2665 | 52270 |  | 5,000.00 | 5,000.00 |
| 13 | 1 | EA |  |  | FY24 | 2000 | 2555 | 52000 |  | 5,000.00 | 5,000.00 |
| 14 | 1 | EA |  |  | FY24 | 2000 | 2555 | 52200 |  | 5,000.00 | 5,000.00 |
| 15 | 1 | EA |  |  | FY24 | 2000 | 2555 | 52250 |  | 5,000.00 | 5,000.00 |
| 16 | 1 | EA |  |  | FY24 | 2000 | 2555 | 52270 |  | 5,000.00 | 5,000.00 |
| 17 | 1 | EA |  |  | FY24 | 2000 | 2640 | 52000 |  | 1,000.00 | 1,000.00 |
| 18 | 1 | EA |  |  | FY24 | 2000 | 2640 | 52200 |  | 1,000.00 | 1,000.00 |
| 19 | 1 | EA |  |  | FY24 | 2000 | 2640 | 52250 |  | 1,000.00 | 1,000.00 |
| 20 | 1 | EA |  |  | FY24 | 2000 | 2640 | 52270 |  | 1,000.00 | 1,000.00 |
| 21 | 1 | EA |  |  | FY24 | 2000 | 2665 | 52000 |  | 5,000.00 | 5,000.00 |
| 22 | 1 | EA |  |  | FY24 | 2000 | 2665 | 52220 |  | 3,000.00 | 3,000.00 |
| 23 | 1 | EA |  |  | FY24 | 2000 | 2665 | 52250 |  | 3,000.00 | 3,000.00 |
| 24 | 1 | EA |  |  | FY24 | 2000 | 2665 | 52270 |  | 5,000.00 | 5,000.00 |
| 25 | 1 | EA |  |  | FY25 | 2000 | 2555 | 52000 |  | 4,000.00 | 4,000.00 |
| 26 | 1 | EA |  |  | FY25 | 2000 | 2555 | 52200 |  | 3,000.00 | 3,000.00 |
| 27 | 1 | EA |  |  | FY25 | 2000 | 2555 | 52250 |  | 4,000.00 | 4,000.00 |
| 28 | 1 | EA |  |  | FY25 | 2000 | 2555 | 52270 |  | 4,000.00 | 4,000.00 |
| 29 | 1 | EA |  |  | FY25 | 2000 | 2640 | 52000 |  | 1,000.00 | 1,000.00 |
| 30 | 1 | EA |  |  | FY25 | 2000 | 2640 | 52200 |  | 1,000.00 | 1,000.00 |
| 31 | 1 | EA |  |  | FY25 | 2000 | 2640 | 52250 |  | 1,000.00 | 1,000.00 |
| 32 | 1 | EA |  |  | FY25 | 2000 | 2640 | 52270 |  | 1,000.00 | 1,000.00 |
| 33 | 1 | EA |  |  | FY25 | 2000 | 2665 | 52000 |  | 4,000.00 | 4,000.00 |
| 34 | 1 | EA |  |  | FY25 | 2000 | 2665 | 52200 |  | 2,000.00 | 2,000.00 |
| 35 | 1 | EA |  |  | FY25 | 2000 | 2665 | 52250 |  | 2,000.00 | 2,000.00 |
| 36 | 1 | EA |  |  | FY25 | 2000 | 2665 | 52270 |  | 3,000.00 | 3,000.00 |
| 37 | 1 | EA |  |  | FY26 | 2000 | 2555 | 52000 |  | 4,000.00 | 4,000.00 |
| 38 | 1 | EA |  |  | FY26 | 2000 | 2555 | 52200 |  | 3,000.00 | 3,000.00 |
| 39 | 1 | EA |  |  | FY26 | 2000 | 2555 | 52250 |  | 3,000.00 | 3,000.00 |
| 40 | 1 | EA |  |  | FY26 | 2000 | 2555 | 52270 |  | 3,000.00 | 3,000.00 |
| 41 | 1 | EA |  |  | FY26 | 2000 | 2640 | 52000 |  | 500.00 | 500.00 |
| 42 | 1 | EA |  |  | FY26 | 2000 | 2640 | 52200 |  | 500.00 | 500.00 |
| Fofta | del l revi | FFA contr | ol 01/04/2023 |  | FY26 | 2000 | 2640 | 52250 |  | 500.00 | 500. 98 |


| LN | Qty | UOM | Item Detail (Product \#) | Description | FY | Company | AU | Acct Code | Sub-Accts/ Activity Code | Unit Price | Extension |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 44 | 1 | EA |  |  | FY26 | 2000 | 2640 | 52270 |  | 500.00 | 500.00 |
| 45 | 1 | EA |  |  | FY26 | 2000 | 2665 | 52000 |  | 3,000.00 | 3,000.00 |
| 46 | 1 | EA |  |  | FY26 | 2000 | 2665 | 52200 |  | 2,000.00 | 2,000.00 |
| 47 | 1 | EA |  |  | FY26 | 2000 | 2665 | 52250 |  | 2,000.00 | 2,000.00 |
| 48 | 1 | EA |  |  | FY26 | 2000 | 2665 | 52270 |  | 3,000.00 | 3,000.00 |
| $F Y$ is required, assure the correct $F Y$ is selected. |  |  |  |  |  |  |  |  |  | Requisition Total | \$ 135,000.00 |


| 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: $\quad \square \mathrm{W}-9 \quad \square$ Vendor Ethics Disclosure Statement

# MAINTENANCE, REPAIR, OPERATING, INDUSTRIAL SUPPLIES AND RELATED PRODUCTS <br> Executive Summary 

Lead Agency: Maricopa County, AZ
RFP Issued: August 4, 2016
Response Due Date: September 22, 2016

Solicitation: 16154-RFP
Pre-Proposal Date: September 1, 2016
Proposals Received: \#5

## Awarded to: Home Depot U.S. A., Inc. Contract \#16154-RFP

Maricopa County Office of Procurement Services issued RFP \#16154-RFP on August 4, 2016, to establish a national cooperative contract for Maintenance, Repair, Operating, Industrial Supplies and Related Products.

The solicitation included cooperative purchasing in Section 1.0 Introduction, Background and Intent - 1.1 Master Agreement:

Maricopa County, AZ (herein "Lead Public Agency" on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Maintenance, Repair and Operating (MRO) Supplies and Industrial Supplies in a Retail and Wholesale environment; and Related Products and Services (herein "Products and Services").

And Section 1.0 Introduction, Background and Intent - 1.4 U.S. Communities:
U.S. Communities Government Purchasing Alliance (herein "U.S. Communities") assists Participating Public Agencies to reduce the cost of purchased goods through strategic sourcing that combines the volumes and the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by large and well recognized public agencies (herein "Lead Public Agencies"). The contracts provide for use by not only the respective Lead Public Agency, but also by other Participating Public Agencies.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- The Honolulu Star, HI
- Daily Journal of Commerce, OR
- ONVIA
- Merx.com
- U.S. Communities - Website

On September 22, 2016 proposals were received from the following offerors:

- Applied Industrial Technologies
- HD Supply Facilities Maintenance, Ltd.
- Interline Brands dba as Supply Works
- Camfil USA Inc
- Home Depot USA Inc.

One (1) proposal was deemed non-responsive and four (4) proposals were deemed responsive: Applied Industrial Technologies, HD Supply Facilities Maintenance Ltd, Interline Brands DBA as Supply Works, and Home Depot USA Inc.

Upon evaluation, the committee elected to award the four responsive proposals: Applied Industrial Technologies, HD Supply Facilities Maintenance Ltd, Interline Brands DBA as Supply Works, and Home Depot USA Inc. for maintenance, repair, operating supplies, industrial supplies and related products and services.

## Contract includes:

Home Depot offers a robust selection of products in all MRO, hardware, and building products categories and associated services. Solution benefits include:

- Immediate same-day access to over 30,000 products at each store location
- Integration with most commonly used eProcurement platforms
- Bulk offerings through the Pro Desk at the local store
- Rebate incentive to Participating Public Agencies based upon spend volume


## Term:

Contract period from February 1, 2017 through December 31, 2021 with the option to renew to a maximum of five (5) additional years, through December 31, 2026.

## Pricing/Discount:

The Home Depot Pro Sales Desk is the preferred location for the Participating Public Agency customers to process transactions, due to the highly experienced staff available for government procurements. Home Depot also offers Volume Pricing Program, for large individual planned purchases, Home Depot has the ability to provide more aggressive savings to purchasers through Volume Pricing Discounts.

OMNIA Partners, Public Sector Landing Pages: https://www.omniapartners.com/publicsector/contracts/supplier-contracts/home-depot

## REGISTER

## The Home Depot Pro <br> MRO \& Paint Solutions

Overview

Contract Documentation

Rebate Enrollment

Pricing Programs

Product Categories

Resources

FAQ's
U.S. Communities and National IPA, both wholly-owned subsidiaries of OMNIA Partners, have come together as OMNIA Partners, Public Sector. All public sector participants already registered with National IPA or U.S. Communities continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, or new OMNIA Partners contract. U.S. Communities and National IPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know. and Services

## Maricopa County, AZ

Contract Number: 16154

February 1, 2017 - December 31, 2021
RENEWED through December 31, 2026

| Company Name: Home Depot U.S.A., Inc. | Company Contact: Richard Nyberg |
| :--- | :---: |
| Contact Phone: 770-384-3772 | Contact Email: richard_nyberg@homedepot.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- <br> 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 <br> or will be having contact with county officers or employees in <br> 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
4 Signature on file
Printed Name
Richard Nyberg
$v$
Director Pro Contracts
Feb 23, 2023
Date

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

# AWARDING RESOLUTION ISSUED <br> TO AT\&T BUSINESS <br> TO PROVIDE INTERNET SERVICES FOR STORMWATER FLOOD CONTROL OPERATIONS AT <br> VARIOUS COUNTYWIDE FLOOD CONTROL FACILITIES <br> (CONTRACT TOTAL AMOUNT: $\$ 86,675.10$ ) 

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

WHEREAS, the Stormwater Management Planning Committee recommends County Board approval for the issuance of a contract to AT\&T Business, for internet services at the six flood control facilities located throughout the County, for the period covering March 14, 2023 through March 14, 2026, for Stormwater Management.

NOW, THEREFORE, BE IT RESOLVED, that said contract to provide High Speed Internet Services at the Elmhurst Quarry, Wood Dale-Itasca Reservoir, Fawell Dam, County Complex, Armstrong Park and the Spring Creek Reservoir to ensure remote monitoring and operational capabilities of the County's flood control network for the period of March 14, 2023 through March 14, 2026, for Stormwater Management, be, and it is hereby approved for issuance of a contract by the Procurement Division to AT\&T Business, 225 W . Randolph St.-Z1, Chicago, IL 60606, for a contract total amount not to exceed \$86,675.10.

Enacted and approved this 14th of March, 2023 at Wheaton, Illinois.

## DEBORAH A. CONROY, CHAIR

 DU PAGE COUNTY BOARDAttest: $\qquad$
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 |  |
| $\begin{array}{\|l\|} \hline \text { FILE ID\#: } \\ \text { 23-0976 } \end{array}$ | RFP, BID, QUOTE OR RENEWAL \#: 23-027-SWM | INITIAL TERM WITH RENEWALS: 3 YRS + 1 X 1 YR TERM PERIOD | INITIAL TERM TOTAL COST: $\$ 86,675.10$ |
| COMMITTEE: <br> STORMWATER | TARGET COMMITTEE DATE: $03 / 07 / 2023$ | PROMPT FOR RENEWAL: | CONTRACT TOTAL COST WITH ALL RENEWALS: $\$ 111,542.70$ |
|  | CURRENT TERM TOTAL COST: $\$ 86,675.10$ | MAX LENGTH WITH ALL RENEWALS: FOUR YEARS | CURRENT TERM PERIOD: INITIAL TERM |
| Vendor Information |  | Department Information |  |
| VENDOR: <br> AT \& T Business | VENDOR \#: | DEPT: <br> Stormwater Management | DEPT CONTACT NAME: Sarah Hunn |
| VENDOR CONTACT: <br> Dusk Koening | VENDOR CONTACT PHONE: 630-217-3958 | DEPT CONTACT PHONE \#: 630-407-6676 | DEPT CONTACT EMAIL: <br> Sarah.Hunn@dupageco.org |
| VENDOR CONTACT EMAIL: dusk@att.com | VENDOR WEBSITE: www.att.com | DEPT REQ \#: <br> 1600-2305 |  |
| 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.). Private Network for County Flood Control Facilities, per lowest bid 23-027-SWM |  |  |  |
| JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Private Network for County Flood Control Facilities is needed to provide high speed internet services for remote communication to ensure real time operation of the County's flood control facilities. |  |  |  |


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


| SECTION 3: DECISION MEMO |  |
| :--- | :--- |
| STRATEGIC IMPACT | Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. <br> QUALITY OF LIFE |
| SOURCE SELECTION | Describe method used to select source. <br> RFP 23-027-SWM |
| RECOMMENDATION <br> AND <br> TWO <br> ALTERNATIVES | Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including <br> status quo, (i.e., take no action). <br> Staff recommends approval of vendor contract. Other options include continuing with existing vendor (change order required) <br> and/or not providing real-time operational capabilities at the County's Flood Control Facilities. Neither of these options are <br> preferred as the selected vendor will provide the serivce necessary for realtime monitoring and operations at the lowest cost. |


| 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 <br> UNIQUE FEATURES | Describe the product or services that are not available from other vendors. Explain necessary and unique features or <br> services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be <br> 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 <br> 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 <br> services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted. |


| SECTION 5: Purchase Requisition Information |  |  |  |
| :---: | :---: | :---: | :---: |
| Send Purchase Order To: |  | Send Invoices To: |  |
| Vendor: <br> AT \& T Business | Vendor\#: | Dept: <br> Stormwater Management | Division: |
| Attn: | Email: dusk@att.com | Attn: <br> Sarah Hunn | Email: <br> Sarah.Hunn@dupageco.org |
| Address: <br> 225 W. Randolph St.--Z1 | City: Chicago | Address: <br> 421 N. County Farm Rd. | City: Wheaton |
| State: <br> IL | $\begin{array}{\|l\|} \text { Zip: } \\ 60606 \end{array}$ | State: <br> IL | $\begin{array}{\|l\|} \hline \text { Zip: } \\ 60187 \end{array}$ |
| Phone: 630-217-3958 | Fax: | Phone: 630-407-6676 | $\begin{aligned} & \text { Fax: } \\ & 630-407-6701 \end{aligned}$ |
| Send Payments To: |  | Ship to: |  |
| Vendor: | Vendor\#: | Dept: | Division: |
| Attn: <br> SAME | Email: | Attn: <br> SAME | 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): <br> Mar 14, 2023 | Contract End Date (PO25): <br> Mar 14, 2026 |
| Contract Administrator (PO25): Alicia Favela Perez |  |  |  |


| Purchase Requisition Line Details |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| LN | Qty | UOM | Item Detail (Product \#) | Description | FY | Company | AU | Acct Code | Sub-Accts/ Activity Code | Unit Price | Extension |
| 1 | 9 | EA |  | Private Network for County Flood Control Facilities | FY23 | 1600 | 3000 | 53250 |  | 2,072.30 | 18,650.70 |
| 2 | 12 | EA |  | Private Network for County Flood Control Facilities | FY24 | 1600 | 3000 | 53250 |  | 2,072.30 | 24,867.60 |
| 3 | 12 | EA |  | Private Network for County Flood Control Facilities | FY25 | 1600 | 3000 | 53250 |  | 2,072.30 | 24,867.60 |
| 4 | 4 | EA |  | Private Network for County Flood Control Facilities | FY26 | 1600 | 3000 | 53250 |  | 2,072.30 | 8,289.20 |
| 5 | 1 | EA |  | Contingency | FY23 | 1600 | 3000 | 53250 |  | 10,000.00 | 10,000.00 |
| FY is required, assure the correct $F Y$ is selected. |  |  |  |  |  |  |  |  |  | Requisition Total | \$ 86,675.10 |


| 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: $\quad \square$ W-9 $\quad \square$ Vendor Ethics Disclosure Statement

## SECTION 8 - BID FORM PRICING

Pricing shall reflect monthly cost for a three-year contract. All prices shall include taxes, surcharges, and fees.

|  |  |  |  |
| :---: | :---: | :---: | :---: |
| NO | LOCATION | CIRCUIT SIZE | PRICE |
| 1 | Armstrong Park | 10 MB | \$130.00 |
| 2 | Elmhurst Quarry | 10 MB | \$130.00 |
| 3 | Wooddale/Itasca Reservoir | 10 MB | \$130.00 |
| 4 | Fawell Dam | 10 MB | \$130.00 |
| 5 | Spring Creek Reservoir | 10 MB | \$130.00 |
| 6 | DuPage County Complex | 10 MB | \$130.00 |
| 7 | Various Locations | 20 MB | \$173.00 |
| 8 | Various Locations | 50 MB | \$243.00 |
| PORT (Provide Port Size) |  |  |  |
| NO | LOCATION | PORT SIZE | PRICE |
| 9 | Armstrong Park | 1 Gig | \$167.00 |
| 10 | Elmhurst Quarry | 1 Gig | \$167.00 |
| 11 | Wooddale/Itasca Reservoir | 1 Gig | \$167.00 |
| 12 | Fawell Dam | 1 Gig | \$167.00 |
| 13 | Spring Creek Reservoir | 1 Gig | \$167.00 |
| 14 | DuPage County Complex | 1 Gig | \$167.00 |
| GRAND TOTAL |  |  | \$2072.30 |
| GRAND TOTAL BID (In Words): Two thousand seventy-two dollars and thirty cents. |  |  |  |

## AT\&T Response:

Pricing Schedule Attached that includes estimated tax costs.

THE COUNTY OF DUPAGE FINANCE - PROCUREMENT
STORMWATER PRIVATE NETWORK FOR COUNTY FLOOD CONTROL FACILITIES 23-027-SWM BID TABULATION

| Criteria | Available <br> Points | AT\&T | COEO | COMCAST |
| :--- | :---: | :---: | :---: | :---: |
| Firm Qualifications | 25 | $\mathbf{2 4}$ | 16 | 24 |
| Key Qualifications | 15 | $\mathbf{1 4}$ | 11 | 13 |
| Project Understanding | 35 | $\mathbf{3 4}$ | 22 | 33 |
| Price | 25 | $\mathbf{2 5}$ | 12 | 14 |

## NOTES

| Bid Opened On 02/07/2023, 2:30 PM CST by | NE, DW |
| :--- | :---: |
| Invitations Sent | 5 |
| Total Requesting Documents | 3 |
| Total Bid Responses Received | 3 |

February 07, 2023
Nickon Etminan
Buyer II
DuPage County
421 N County Farm Rd
Wheaton, IL 60187
Dear Mr. Etminan:
With a large footprint, DuPage County needs fast and efficient connections among its locations to handle business-critical traffic. Therefore, you want to update your network connectivity services to enhance your operations.

AT\&T understands your objectives and the priorities that are driving change to your network. We've designed an integrated, cost-effective solution to meet DuPage County's key requirements.

Our proposed solution offers you

- Comprehensive account team support, customer service, and account management
- Outstanding network reliability and performance
- Decreased capital expenditures by using AT\&T infrastructure, network, and staff
- Improved operational efficiencies with a cost-effective, reliable network solution

With our innovation, experience, and dedication, we're well-positioned to help DuPage County realize the greatest benefits from its communication network. We'll collaborate extensively with you to make sure the service we provide helps you achieve your business objectives. In addition, we'll back our services with the ongoing support of an experienced account team.

We're eager to develop our relationship with you, and we look forward to working together on this important project. Ill follow up with you soon to discuss our proposed solution.

Sincerely,


Dusk Koenig
Client Solutions Executive

## Connecting Your World

# AT\&T Response to The County of DuPage's RFP for Stormwater Private Network Services 

## February 07, 2023

Dusk Koenig<br>AT\&T<br>Client Solutions Executive<br>225 W Randolph St -- Z1<br>Chicago, IL 60606, United States<br>Office: +1 630.217.3958<br>dusk@att.com

## AT\&T Business

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## Executive Summary

Your business succeeds by ensuring your stormwater monitoring devices are working properly and connected to your network at all times. Your continued success depends on having key partners and network communications that can provide the same level of service and quality that you demand from your own organization. The right supplier should become an extension of your organization so that you can focus on your core business.

This private network communication is critical for the monitoring and operation of the flood control facilities. The connections must provide complete route diversity to complement the existing infrastructure.

We provide an intuitive, self-service web interface that enables easy, near-real-time provisioning, network scaling, and management for AT\&T Switched Ethernet on Demand services. This portal enables you to add sites, deploy or change services, and scale bandwidth up or down to meet unexpected demand or seasonal fluctuations.

Our flexible AT\&T Switched Ethernet on Demand solution allows you to adjust your network capacity during off season months to help you reduce expenses.

DuPage County must have an infrastructure in place that will support operations and future objectives effectively. You want a supplier that can help you build a network platform to support these objectives:

- Eliminate costs from areas not related to your core competencies
- Reduce your operational risk
- Improve performance
- Increase the productivity and efficiency of your staff
- Enhance the services that you provide
- Improve your operational efficiency
- Consolidate vendors
- Increase efficiency by purchasing bundled services


## Solution Overview

We've carefully reviewed your business and technology goals and designed a flexible, costeffective solution that allows you to streamline your operations. Our solution for DuPage County is a good value and a smart investment because it not only meets your current needs, but it can easily scale to meet future demands.

The key components of your solution include the following:
AT\&T Switched Ethernet on Demand (ASEoD) is a transport service that transmits Ethernet traffic among multiple locations and uses AT\&T Network on Demand to provision and scale bandwidth and other network services. AT\&T Switched Ethernet on Demand (ASEoD) provides user-friendly, web-based network configuration and management and simplified contracting for most network services.

## AT\&T Advantages

DuPage Country will benefit from working with AT\&T because we have the expertise, experience, and resources to meet your needs. Here are a few advantages:

- \#1 in Customer Satisfaction-AT\&T ranked \#1 in customer satisfaction with Large Enterprise and Medium Business Wireless and Wireline service in the latest J.D. Power studies (July 2022, October 2021).


## Personalized Support



Because we understand the importance of personalized service, we give you an account team of specialists to design and implement your new solution. You'll receive ongoing, coordinated support from your account team for all of your AT\&T services.

Your Account Team

| Name | Title | Phone Number | Email |
| :--- | :--- | :--- | :--- |
| Dusk Koenig | CLIENT SOLUTIONS EXECUTIVE 3 | +1630.217 .3958 | dusk@att.com |
| Jim Scavo | SALES SYSTEM ENGINEER 3 | +1616.240 .6063 | jim.scavo@att.com |
|  |  |  |  |

You'll see from our proposal that we understand your objectives and have the expertise and resources to support them. We look forward to working with you to help you reach your goals.

## RFP Response



The County of DuPage Finance - Procurement, 3-400 421 North County Farm Road Wheaton, Illinois 60187

## DUPAGE COUNTY

## NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed bids will be received, and time stamped by the
Procurement Officer for The County of DuPage ("County") on or before, February 7, 2023 at 2:30 p.m. at DuPage County, Finance - Procurement 3-400, 421
N. County Farm Road, Wheaton, IL 60187-3978 by qualified firms to provide services for the following contract: STORMWATER PRIVATE NETWORK FOR COUNTY FLOOD CONTROL FACILITIES 23-027-SWM. Bid document,
including specifications, may be obtained from the Finance Department by email at
Nickon.Etminan@dupageco.org or onsite during regular business hours at no cost or from the internet via www.demandstar.com. All bids must be received prior to the date and time shown above. Bids transmitted by facsimile (fax) will not be accepted.

## WOMEN, MINORITY, AND VETERAN OWNED BUSINESSES ARE ENCOURAGED TO SUBMIT BIDS ON THIS PROJECT.

Due to the COVID-19 crisis, there are some process changes to the solicitations for bids and proposals including bid openings:

1) Bid openings will not be open to the public. Following current standard practice, all bid openings will be attended by two County employees.
2) Procurement will accept electronic bid submissions (by email) and electronic signatures.
3) Bids do not have to be notarized before submission.

| Date | RFP Event Activity |
| :--- | :--- |
| January 20,2023 | Legal Notice Advertisement Placed |
| January 27,2023 | Questions due to Buyer |
| 4:00 p.m. | Email: Nickon.Etminan@dupageco.org |
| January 31,2023 | Final Q\&A Addendum Published |
| 4:00 p.m. |  |
| February 7,2023 | Submittals Due to Finance Department |
| 2:30 p.m. |  |

## AT\&T Response:

## AT\&T has read and understands.

## SECTION 1 - PROJECT INFORMATION

| Ö | SUBMITTAL CHECKLIST |
| :--- | :--- |
|  | Original signed bid with one (1) PDF on Flash Drive |
|  | Bid Form Pricing |
|  | Bid Form Signature Page |
|  | Mandatory Form |
|  | Required Vendor Ethics Disclosure Statement |
|  | W-9 |
|  | References |


| AWARDED CONTRACTOR REQUIREMENTS |  |
| :--- | :--- |
| Awarded Vendor <br> Questionnaire | Due within 60 days of Notice of Award https://mwv.dupageco.org/ |
| Illinois Secretary of <br> State Corporate/LLC <br> Certificate of good <br> standing for current <br> year | Due within 15 days of Notice of Intent to Award <br> http://www.cyberdriveillinois.com/departments/business services/howdoi.html |

## AT\&T Response:

AT\&T has read and understands.

## SECTION 2 - INSTRUCTIONS TO BIDDERS

1) ON-LINE NOTIFICATION OF SPECIFICATIONS: This document is available over the Internet at www.DemandStar.com, as well as from the contact listed in this document. Adobe Acrobat Reader is required to view electronic documents on-line. If you do not have Adobe Acrobat Reader, you may download it for free from Adobe at
www.adobe.com/products/acrobat/readstep.html. Businesses without Internet access may contact the Procurement Services Division of the County at (630) 407-6190 for these documents. Companies interested in doing business with the County can register and maintain their registration via the Internet at www.DemandStar.com. Registration is not required but if you choose to register you will receive automatic initial notification from DemandStar of relevant opportunities with the County of DuPage. The County is not responsible for errors and omissions occurring in the transmission or downloading of any specifications from this website. In the event of any discrepancy between information on this website and the hard copy specifications, the terms of the hard copy specification will control.
2) ON-LINE PROVIDER DISCLAIMER: DemandStar.com has no affiliation with the County of DuPage other than as a service that facilitates communication between the County and its vendors. DemandStar.com is an independent entity and is not an agent or representative of the County. Communications to DemandStar.com do not constitute communications to the County.
3) COMMUNICATIONS: To create a more competitive and unbiased procurement process, the County desires to establish a single point of contact throughout the procurement process. From the issue date of this solicitation, until a contract has been awarded, all requests for clarification or additional information regarding this solicitation or contact with the County personnel concerning this solicitation or the evaluation process, must be solely to the contact person listed on the cover page of this solicitation. No contact regarding this document with other County employees or officers is permitted. A violation of this provision may be grounds for the County to reject the Bidder's proposal. If it is later discovered that a violation has occurred, the County may reject any proposal or terminate any contract awarded pursuant to this solicitation. Questions and answers regarding the Scope of Work/Specifications will be shared with all bidders.
4) BID INFORMATION AND QUESTIONS: Each Proposal that is timely received will be evaluated on its merit and completeness of all requested information. In preparing Proposals, Bidders are advised to rely only upon the contents of this Bid and accompanying documents and any written clarifications or addenda issued by the County. If a Bidder finds a discrepancy, error, or omission in the Bid package, or requires any written addendum thereto, the Bidder is requested to notify the Purchasing Contact noted on the cover of this document, so that written clarification may be sent to all prospective Bidders. The County is not responsible for oral representations. All questions must be submitted in writing to the Procurement Services Contact only before the Question Deadline indicated on the front of this document. All answers will be issued in the form of a written addendum.
5) BID SUBMISSION: To be considered, the Proposal must be prepared in the manner and detail specified in this document. Proposals must be submitted before the date and time indicated as the deadline. It is each Bidder's responsibility to ensure that the submittal is received and time-stamped prior to the deadline. This responsibility rests entirely with the Bidder, regardless of delays resulting from postal handling or for any other reasons. Proposals will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 4:00 p.m. local time, Monday through Friday, except for legal holidays to DuPage County Finance - Procurement at 421 North County Farm Road, Room 3-400 Wheaton, IL 60187. Proposals received after the above deadline may not be accepted and may be returned to the Bidder unopened. The Finance-Procurement timestamp shall be the official time. The opening of a Bid does not constitute the County's acceptance of the Bidder as a responsive and responsible Bidder. Bidders must sign, in ink, the Proposal Form if indicated. Unsigned Proposals will not be considered. An authorized official must sign the Proposal. Each signature represents binding commitment upon the Bidder to provide the goods and/or services offered to the County if the Bidder is determined to be the most responsive and responsible Bidder.

Bids must be enclosed in a sealed envelope, box, or package, and clearly marked on the outside with the attached label secured to the lower left-hand corner.

Submission of a Bid establishes a conclusive presumption that the Bidder is thoroughly familiar with the BID and specifications and terms of the Form of Contract, and the County's Procurement Ordinance and that the Bidder understands and agrees to propose by each, and all the stipulations and requirements contained therein.

All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and the person(s) signing the Bid must initial corrections in ink.

All costs incurred in the preparation and presentations of the Bid, as well as, any resulting contract, are the Bidder's sole responsibility; no such costs will be reimbursed to any Bidder. All documentation submitted with the Bid will become the property of the County.

Bids are subject to public disclosure after the deadline for opening in accordance with state law under the Freedom of Information Act (FOIA).
6) CONTRACT AWARD: The County reserves the right to withdraw the Bid, to award to one Bidder, to any combination of Bidders, by item, group of items, or total Bid. The County may waive informalities if it is in the County's interest. The Bidder(s) to whom the award is made will be notified as soon as possible. Tentative acceptance of the Proposal, intent to recommend award of a contract and actual award of the contract will be provided by written notice sent to the Bidder at the address designated in the document. All Proposals must be for a firm fixed price unless specified. If, for any reason, a contract is not executed with the selected Bidder within 14 days after notice of recommended award, then the County may recommend the next most responsive and responsible Bidder. Award of this Bid is contingent upon the availability of funds for this project, within the sole discretion of the County. Acceptance of the Bidder's Proposal does not constitute a binding contract. There is no contract until the County's policies have been fulfilled. The County is not liable for performance costs until the successful Bidder has been given a fully executed contract. Failure to accept the terms and conditions of the County's Standard Contract may deem the Bidder non-responsive. The successful Bidder will be asked to sign a contract agreement (sample attached).
7) WITHDRAWAL:
a) By the Bidder: Bids may only be withdrawn by written notice prior to the deadline date set for the opening of Bid. No Bid may be withdrawn after the deadline for submission.
b) By the County: The County may withdraw Bids at any time, for any reason, prior to execution of the Contract.

8) ALTERNATE/ EQUAL BIDS: The specifications cannot cover precisely, all minute details of the equipment required. Therefore, for purposes of establishing a standard of quality, the items listed in the specification may state brand names, manufacturer's models, numbers, et cetera. The County of DuPage, for cost effective measures, standardizes on specific items; those bids will contain the language "No Substitutions," and any alternative will not be considered. A generic or alternate brand product of equal specifications may be proposed as an alternative for the item identified unless "No Substitutions" is indicated. However, in bidding the alternate item, the bidder must also attach manufacturer's printed specifications and literature. Bidders are encouraged to submit cost-saving/value-added alternate bid pricing suggestions, such as rebates, creative lease agreements, extended warranty periods, trade-in allowances, or the availability of discounts for floor model or demonstrator units at significant savings. Any alternate pricing should be noted as a separate line that may be subtracted from the bid pricing as specified, allowing for clear evaluation and value-analysis by the County. The County recognizes the expertise provided by many bidders and encourages creativity in bidding. Alternates may be considered if the bid submitted clearly indicates what will be furnished and how it will benefit the County. Alternates will be compared to the lowest responsive, responsible bid as specified.
9) DEVIATIONS: The County of DuPage reserves the right to approve any material the Bidder proposes to furnish which contains deviations from specification requirements, but which may substantially comply. If there is any deviation in the pack, source, quality, etc., of any item id, from that prescribed in the specifications, Bidder must rule out the appropriate line in the specifications and clearly indicate the correction. Prices will be converted by the County to accommodate accepted deviations.
10) REJECTION: The County reserves the right to reject any or all Proposals, or to accept or reject any Proposal in part, and to waive any minor informality or irregularity in Proposals received, if it is determined by the Procurement Officer or designee that the best interest of the County will be served by doing so. The County may reject any Proposal from any person, firm or corporation in arrears or in default to the County on any contract, debt, or other obligation, or if the Bidder is debarred by the County from consideration for a contract award, or if Bidder has committed a violation of the ethics or anti- kickback provisions of the County's Procurement Ordinance which resulted in a termination of a contract or other material sanction within the two (2) years immediately preceding the date of issuance of this document.
11) PROCUREMENT POLICY: Procurement for the County will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the County. The Procurement Officer has the vested authority to execute all County contracts, subject to Committee and County Board approval where required.
12) PROPRIETARY INFORMATION: Under the Illinois Freedom of Information Act, all records in the possession of DuPage County are presumed to be open to inspection or copying, unless a specific exception applies. 5 ILCS 140/1.2 One exemption is "trade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested." 5 ILCS 140/7(1)(g). The county will assume that all information provided to us in a bid or proposal is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act. Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an unredacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception
13) NON-DISCRIMINATION: DuPage County will not contract with any person or firm that discriminates against employees or applicants for employment because of any factor not related to job performance. The Bidder must comply with all federal, state and local laws and policies that prohibit discrimination in employment contracts.
14) CONTRACT NEGOTIATION: All Proposals must be firm for at least 120 calendar days from the due date of the Bid. If, for any reason, a contract is not executed with the selected Bidder within 14 days after notice of recommended award, then the County may recommend the next most responsive and responsible Bidder. There is no contract until the County's policies have been fulfilled.

## AT\&T Response:

## AT\&T understands.

15) DISQUALIFICATION OF RESPONDENTS: Any one or more of the following causes may be considered sufficient for the disqualification of a Bidder and the rejection of the Bid: Evidence of collusion among Bidders.

Lack of competency as revealed by either financial, experience, or equipment statements. Lack of responsibility as shown by past work. Uncompleted work under other contracts which, in the judgment of the County, might hinder or prevent the prompt completion of additional work if awarded.
16) BIDDER RESPONSIBILITIES: The Bidder must be capable, either as a firm or a team, of providing all services as described under Specifications and/or Scope of Work Section and to maintain those capabilities until notification of the fact that their Bid was unsuccessful. The selected Bidder must remain capable of providing all services proposed as described under Specifications and/or Scope of Work Section and must maintain those capabilities until the agreement is successfully finished. The successful Bidder will be responsible for all Services in this Bid as they are provided or performed by the Successful Bidder. Further, the County will consider the Successful Bidder(s) to be the sole point of contact regarding contractual matters, including payment of any and all charges resulting from the cost of any contract.
17) DISCLOSURE OF CONTENTS: All information provided in the Bid shall be held in confidence and shall not be revealed or discussed with competitors, until after award of the contract except as provided by law or court decision. All material submitted with the Bid becomes the property of the County and may be returned only at the County's option. Bidders must make no other distribution of their Bids other than authorized by this BID. A Bidder who shares cost information contained in its Bid with other County personnel or competing Bidder personnel shall be subject to disqualification. Bidders shall not be provided any information about other Bids or prices or where the Bidder stands in relation to others at any time during the evaluation process. Any request for such information by a Bidder, or an affiliated party may be viewed as a compromise to the evaluation process and the requesting Bidder may be eliminated from further consideration.
18) COMPLIANCE WITH ILLINOIS STATE LAW: By submitting a response, Bidder [Proposer] certifies that it has obtained all required authorizations, certifications, and/or licenses required by law to perform the work described herein and transact business within the State of Illinois. This may include but is not limited to, in the case of a foreign business corporation, limited liability company, limited partnership, or limited liability partnership,

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authorization from the Illinois Secretary of State to transact business within the State of Illinois.
http://www.cyberdriveillinois.com/departments/business services/howdoi.html.
AT\&T Response:
AT\&T understands.

## SECTION 3 - GENERAL CONDITIONS

1) ADDENDUM AND SUPPLEMENT TO INVITATION TO BID (ITB): If it becomes necessary or advisable to revise any part of this ITB or if additional data is necessary to enable the exact interpretation of provisions of this ITB, revisions will be provided in the form of an Addendum. Addendum information is available over the internet at www.DemandStar.com. Adobe Acrobat ${ }^{\circledR}$ Reader may be required to view this document. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.
2) APPLICABLE CODES AND ORDINANCES: Contractor hereby certifies that all materials used conform to all articles and sections of all current applicable National Building Codes and other relevant construction-related codes. Workmanship and materials shall conform to all local applicable codes and ordinances.
3) ASSUMPTION OF RISK: Until the completion and final acceptance by the County of all work under or implied by this Contract, the work shall be under the Contractor's care and charge and he shall be responsible, therefore. Contract shall rebuild, replace, repair, restore and make good all injuries, damages, re-erection, and repairs rendered necessary by causes, of any nature, to all or any portion of the work.
4) CHANGES: The County of DuPage reserves the right to make any desired change in the specifications after the same shall have been put under contract; but the change so made, with the price to be added or deducted from the contract price, therefore, shall be agreed upon in advance between County of DuPage and the successful Contractor. Illinois law requires that changes more than $\$ 10,000$ or extensions greater than thirty (30) days must comply with the Criminal Code. The Procurement Services Division shall issue to the successful contractor a written change order to the original contract; such change orders shall be binding upon both parties thereto and shall in no way invalidate or make void the terms of the original contract not modified by such change.
5) COMMENCEMENT OF WORK: The successful Contractor must not commence any billable work prior to the County issuing a Notice to Proceed. Work done prior to these circumstances shall be at the Contractor's risk.
6) CONFIDENTIAL INFORMATION AND COUNTY PROPERTY: It is agreed that all specifications, drawings, or data furnished by County of DuPage shall (1) remain the County of DuPage's sole and exclusive property; (2) be considered and treated by Contractor as

County of DuPage's confidential information, and not 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.
7) CONTRACTOR PERFORMANCE: The Instructions to Bidders, Bid Form, General Conditions, Special Conditions, Contract Specifications and Attached Exhibits, together with the approved purchase order shall be incorporated in and become terms of the Contract. All items shall be supplied in strict accordance with the specifications.

The Contractor's 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.
8) DISCIPLINE: Nothing herein shall be construed to imply that the County of DuPage is retaining control over the operative details of the Contractor's work or the Subcontractor's employee's work. The Contractor is assuming all oversight, and the Contractor is ensuring compliance with safety guidelines.
9) DRUGFREE WORKPLACE: The Contractor (whether an individual or company) agrees to provide a drug free workplace as provided for in 30 ILCS 580/1 et seq.
10) ENDORSEMENTS: Contractor shall not us the name, seal or images of County of DuPage in any form of endorsement to any third-party without the County's written permission.
11) F.O.B.: All goods are to be shipped prepaid, F.O.B. delivered and installed. The total price quoted by the Bidder must be the total cost delivered to the location(s) stated. Bidder must not qualify his bid by stating a F.O.B. location other than such stated location(s). Shipments sent C.O.D. without County of DuPage's written consent will not be accepted and will at Contractor's risk and expense, be returned to Contractor. Unauthorized shipments are subject to rejection and return at Contractor's expense.
12) FORCE MAJEURE: The County of DuPage shall not hold Contractor liable for an extraordinary interruption of events, or damage of County property, by a natural cause that cannot be reasonably foreseen or prevented; i.e., droughts, floods, severe weather phenomena, et cetera.
13) HOLD HARMLESS AGREEMENT: Contractor shall indemnify and hold harmless Owner, Engineer, Engineer's Consultants, and all of their partners, officers, agents, and employees

from all suits, actions, or claims of any character brought for or on account of any injuries to or death of or damages received by any person, persons, or property resulting from the operations of Contractor or any of his subcontractors in prosecuting the work under this contract.
14) HOLDING OF BIDS: Bidder may withdraw the bid at any time prior to the time specified as the closing time for the receipt of bids. However, no Bidder shall withdraw or cancel the bid for a period of ninety (90) calendar days after said closing time for the receipt of bids.
15) INDEMNITY: The Contractor 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 the Contractor and its employees, or because of any act or omission, neglect or misconduct of the Contractor, 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 the Contractor's 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. The Contractor shall likewise be liable for the cost, fees and expenses incurred in the County's or the Contractor's defense of any such claims, actions, or suits. The Contractor 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. because of indemnification or insurance.
16) LAW GOVERNING: The ITB and resulting contract shall be governed by the laws of Illinois. Bidder agrees to comply with all applicable State and Federal laws.
17) VENUE: By submitting a response, bidder agrees that venue for all disputes arising out of the solicitation process, including but not limited to judicial review of any protest decision,
will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.
18) LIABILITY OF CONTRACTOR: The mention of any specific duty or liability imposed upon Contractor shall not be construed as a limitation or restriction of any general or other liability or duty imposed upon Contractor by his Contract, said reference to any specific duty or liability being made merely for explanation. Contractor shall be responsible to Owner for the acts and omissions of all his employees and all subcontractors, their agents and employees, and all other persons performing any of the Work under an agreement with Contractor.
19) LIENS,CLAIMS, AND ENCUMBRANCES: Contractor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.
20) LOBBYIST REGISTRATION: Bidder shall comply with the provisions of Chapter 2, Article IX, Section 2-600, Lobbyist Registration of the Code of DuPage County, Illinois
21) MSDS: When applicable, Contractor shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act and the "Right-to-Know" law, 820 ILCS 220/0.01 and 820 ILCS 225/0.1. Material Safety Data Sheets, upon award of Contract, shall be submitted to the County Procurement Services Division.
22) MISCELLANEOUS REQUIREMENTS: The County will not be responsible for any expenses incurred by the Contractor in preparing and submitting a Bid. All Bids shall provide a straightforward, concise delineation of your capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
23) NON-DISCRIMINATING: The Contractor, 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.
24) PATENTS: Contractor undertakes and agrees to defend at Contractor's 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. Contractor shall inform the

County of DuPage whenever infringement will result from Contractor's adherence to specifications supplied by the County of DuPage or by an authorized County representative. Contractor 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. Should Contractor of his agents be enjoined from furnishing or using any invention, article, material, or appliance required to be supplied under this contract, Contractor shall promptly offer other articles, materials, or appliances in lieu thereof, of equal quality suitability for review by County. If the County should disapprove of the offered substitutes and should elect in lieu of substitution, to have supplied, and to retain and use, any such invention, article, material or appliance as may be required by this Contract to be supplied, then Contractor shall pay such royalties and secure such valid licenses as may be necessary for the County. If the contractor does not make any approved substitution promptly, or does not pay such royalties to secure the licenses as may be necessary, then the Engineer shall have the right to make such substitution, or change the cost thereof against any money due Contractor from Owner, or recover the amount thereof from him and his sureties notwithstanding that final payment under this Contract may have been made.
25) 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". Invoices containing charges for work subject to the Illinois Prevailing Wage Act ( 820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. 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.
26) PROTEST: Any actual or prospective bidder, offeror, or contractor who believes they have been adversely affected in connection with the solicitation or award of a contract may, within seven calendar days of the solicitation, bid opening or award, by mail or have served, a letter of protest to the Chief Procurement Officer. The Chief Procurement Officer must submit a response in writing to the protesting entity, within five (5) business days from receipt of the protest.
26) RESERVATION OF RIGHTS: The County of DuPage reserves the right to reject any or all bids failing to meet the County's specifications or requirements and to waive technicalities. If in the County of DuPage's opinion, the lowest bid is not the most responsible bid, considering
value received for monies expended, the right is reserved to make awards as determined solely by the judgment of the County of DuPage. In determining the lowest responsible bidder, the County shall take into consideration the qualities of the articles supplied, their conformity with the specifications, and their suitability to the requirements of the County and the delivery terms. Intangible factors, such as the Bidder's reputation and past performance, will also be weighed.

1) The Bidder's failure to meet the mandatory requirements of the ITB will result in the disqualification of the bid from further consideration.
2) The County further reserves the right to reject all bids and obtain goods or services through intergovernmental or cooperative agreements, or to issue a new and revised ITB.
3) Submission of a bid confers no rights on the Contractor to a selection or to a subsequent contract. All decisions on compliance, evaluation, terms and conditions shall be made solely at the County's discretion and shall be made in the best interest of the County.
4) TAX: The County of DuPage does not pay Federal Excise Tax or Illinois Sales Tax. The tax exemption number is E9997-4551-07. A copy of the exemption letter is available upon written request.
5) TRANSFER OF OWNERSHIP OR ASSIGNMENT: The terms and conditions of this contract shall be binding upon and shall inure 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 the same in writing.

## AT\&T Response:

## AT\&T understands.

## SECTION 4 - SPECIAL CONDITIONS

1) ACCURACY DISCLAIMER: The Contractor shall thoroughly acquaint himself with the sites for the proposed bid to fully understand the facilities, difficulties and restrictions attending to the execution of the bid. The Contractor will be allowed no additional compensation for his failure to be so informed.
2) ADDITIONAL MISCELLANEOUS REQUIREMENTS: The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title of interest therein or its power to execute such agreement to any other person, company or corporation without the previous consent and approval in writing by the County. The County staff will not take delivery of any equipment or material. The Contractor shall have a representative on- site to receive any equipment or material delivered for this project.
3) CONTRACT TERM AND RENEWAL: This contract shall be effective for a three (3) year term period with a start date of 04/01/2023 and a completion date of 03/31/2026.

The contract shall be subject to one (1) additional one-year term period provided there is no change in the terms, conditions, specifications, and prices and provided that such renewals are mutually agreed to by both parties. In no event shall the term plus renewals exceed four (4) years.
4) SPLIT BIDS: Contractors may bid on one or more categories, if applicable to the bid. The County of DuPage reserves the right to award by total bid, by single item or by any combination of items, in accordance with our language in the Bid Document relating to Contractor selection (or rejection) in the best interest of the County of DuPage.
5) CANCELLATION: The County reserves the right to cancel the whole or any part of this contract (1) upon 120-day written notice, without cause, or (2) upon 30-day written notice for due to failure by the Contractor to carry out any obligation, term or condition of this contract. The Country will issue written notice to the Contractor for acting or failing to act as in any of the following:
a. The Contractor provides material that does not meet the specifications of this contract;
b. The Contractor fails to adequately perform the services set forth of this contract;

c. The Contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;

The Contractor fails to progress in the performance of this contract and/or gives the County reason to believe that the Contractor will not or cannot perform the requirements of the contract. Upon receipt of the written notice of concern, the Contractor shall have ten (10) days to provide a satisfactory, written response to the County. Failure on the part of the Contractor to adequately address all issues of concern may result in the County resorting to any single or combination of the following remedies: Cancel the contract; Reserve all rights or claims of damage for breach or any covenants of the contract; Perform any test or analysis on materials for compliance with the specifications of this contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne on the Contractor.
6) LITERATURE: Contractor must supply with their bid the latest printed specifications and advertising literature if pertains to proposal submitted.
7) PROPERTY FURNISHED TO CONTRACTOR BY COUNTY OF DUPAGE: All property furnished to the Contractor by the County of DuPage or specifically paid for by the County of DuPage, for use in the performance of this contract, shall be and remain the property of the County of DuPage, shall be subject to removal upon the County of DuPage's instruction, shall be used only in filling orders from the County of DuPage, shall be held at the Contractor's risk, shall be kept insured by the Contractor at the Contractor's expense while in its custody or control in an amount equal to the replacement cost thereof, with loss payable to the County of DuPage, and upon recall by County of DuPage shall be packaged at Contractor's expense for shipment to County of DuPage in accordance with County of DuPage's instructions. Copies of policies or certificates of such insurance will be furnished to County of DuPage on demand. It is agreed that all specifications, drawings, or data furnished by County of DuPage shall (1) remain the County of DuPage's sole and exclusive property; (2) be considered and treated by Contractor as County of DuPage's confidential information, and not be copied, reproduced or duplicated in any manner or disclosed to any person or party, except as is necessary in the performance of this order/contract and (3) be returned upon request.
8) QUANTITIES: The County of DuPage reserves the right to increase or decrease the quantities shown herein at any time during the life of the contract to correspond to the actual needs of the County of DuPage.
$\square$
9) RELATED PURCHASES: In the event items are purchased within the same category, i.e., a different Gates belt or hose than specifically itemized in the parts specification, the discount indicated on your bid for the group of items shall apply.
10) THIRD PARTY AGREEMENT: The County shall not enter a third-party rental agreement and reserves the right to disqualify a vendor so bidding.
11) VENDOR QUESTIONNAIRE: In accordance with 35 ILCS 200/18-50.2, DuPage County is required to collect and electronically publish data from all vendors and subcontractors as to (1) whether they are a minority-owned, women-owned or veteran-owned business as defined by the Business Enterprise for Minorities, Women and Persons with Disabilities Act ( 30 ILCS 575/. 01 et seq.) and (2) whether the vendor or any subcontractors hold any certifications for those categories or if the vendor or subcontractors are self-certifying; if self -certifying, the vendor and subcontractors shall disclose if they qualify as a small business under federal Small Business Administration standards. Following award of a contract by DuPage County, the awarded vendor must complete the following information for itself, and each subcontractor must separately complete the following information to perform work under this contract within 60 calendar days of the date of award.

## AT\&T Response:

AT\&T understands.

## SECTION 5 - INSURANCE REQUIREMENT

The Contractor and Subcontractors or Partners will purchase and maintain insurance for the coverages for a minimum of three (3) years after completion of the Contract.

Upon notice of acceptance of Bid, the successful bidder shall, within fifteen (15) calendar days of said notice, furnish to the Purchasing Agent a certificate of Insurance and provide policy endorsements evidencing specific coverage of the types of insurance in the amounts specified below. Such coverage shall be placed with a responsible company acceptable to DuPage County licensed to do business in the State of Illinois, and with a minimum insurance rating of A: VII as found in the current edition of A M Best's Key Rating Guide. Each policy shall bear an endorsement precluding the cancellation or reduction of said policies without providing DuPage County thirty (30) days prior notice thereof in writing. All required insurance shall be maintained by the contractor in full force and effect during the life of the contract, and until all work has been approved and accepted by DuPage County. The Proposer is responsible for all insurance deductibles and Self-Insured Retentions.


If any policy or coverage is written as "claims made" then coverage must be maintained for 4 years after project completion.

At all times during the term of the contract, the Proposer and its independent contractors shall maintain, at their sole expense, insurance coverage for the Proposer, its employees, officers and independent contractors, as follows:

- It is the responsibility of Proposer to provide a copy of this BID to their insurance
- It may also be required that the Proposer's insurer and coverage be approved by the DuPage County prior to execution of the Contract.
- No work shall be started until receipt of Certificate of Insurance.

The County of DuPage shall be named as additionally insured on all certificates of insurance. Insurance certificates shall also reference project name and BID NUMBER. Insurance Certificates with required endorsements should be emailed to: Nickon.Etminan@dupageco.org.

The insurance carrier of the insured is required to notify DuPage County of termination of any of these coverage's, prior to the completion of any contract, at least 30 days prior to expiration.

CHANGES IN, OR TERMINATION OF, INSURANCE COVERAGE: The insurance carrier of the insured is required to notify DuPage County of termination of any of these coverage's, prior to the completion of any contract, at least 30 days prior to expiration.

INSURANCE RATING: All the above-specified types of insurance shall be obtained from companies that have at least an A rating in Best's Guide or the equivalent.

SURVIVAL OF INDEMNIFICATION: The indemnification described above shall not be limited due to the enumeration of any insurance coverage herein provided, and indemnification shall survive the termination of the Contract.

NOTICE OF LAWSUIT: Within 60 days of service of process, DuPage County shall notify the Proposer of any lawsuit involving the indemnification provided for above. Failure to provide such notice shall not relieve the Proposer of its obligation to provide indemnification. However, DuPage County shall be responsible for any additional costs of defense incurred due to their failure to provide such notice within 60 days.

CHOICE OF LEGAL COUNSEL: The Proposer shall provide coverage as provided in the contract and retains the right to choose legal counsel subject to the approval of DuPage County, and appointment by the State's Attorney.

RIGHTS RETAINED: Notwithstanding the foregoing, nothing contained herein shall be deemed to constitute a waiver of any defenses or immunities otherwise available to DuPage County.

## AT\&T Response:

$A T \& T$ can agree to the insurance requirements as modified herein.

## SECTION 6 - SCOPE OF SERVICES

## 1. BACKGROUND

The information below has been developed in a format to facilitate the preparation of responses to this Request for Bid and the subsequent evaluation of those responses. Because there are several vendors who provide critical Telecommunications services for the County of DuPage, it is necessary to engage in this competitive selection process. The requirements noted in this document are designed to assist in the selection of the vendor that best meets the County's needs.

## 2. SCOPE OF WORK

DuPage County ("County") Stormwater Management, in conjunction with DuPage County Information Technology, has prepared this Invitation to bid. The bid scope is for the procurement of connectivity from five (5) flood control facilities located within DuPage County. The sixth location will be located at our 421 N. County Farm Road location, providing connectivity to the County network. This private network communication is critical for the monitoring and operation of the flood control facilities through Supervisory Control and Data Acquisition (SCADA) system software. The connections must provide complete route diversity to complement the existing infrastructure. Stormwater Management is requesting a 3-year agreement with two 1-year extension options, for the private network associated with this bid request.
a. Current Service and Configuration

Comcast Ethernet Network Service (Any to Any network)
b. Service Locations

Service will terminate at five flood control facilities listed below. The sixth and primary site will be the DuPage County 421 Administration building also listed below.

| LOCATION | ADDRESS |
| :--- | :--- |
| Armstrong Park | 397 Illini Dr. Carol Stream, IL |
| Elmhurst Quarry | 150 N. Route 83 Elmhurst, IL |


| LOCATION | ADDRESS |
| :--- | :--- |
| Wooddale/Itasca Reservoir | 301 School St. Wood Dale, IL |
| Fawell Dam | 800 N River Road. Naperville, IL |
| Spring Creek Reservoir | 351 E. Lake St. Bloomingdale, IL |
| DuPage County Complex | 421 N. County Farm Rd. Wheaton, IL |

## 3. REQUIREMENTS

a. General Requirements

- A minimum of 10 MB bandwidth


## AT\&T Response:

Dynamic Bandwidth Speeds of $\mathbf{2}$ Mbps to 100 Gbps are available and include four physical port speeds and multiple logical channel Committed Information Rates (CIRs). This feature helps you satisfy your networking needs and lets you easily increase speed and capacity in the future. So, instead of losing time because of slow network response, you can help ensure that vital information is available when and where you need it.

- Fiber connectivity is required to each location.


## AT\&T Response:

Each site will have an option of Single or Multimode fiber hand off depending on the site requirements. This will be determined on project kick off schedule.

- Vendor is to provide end to end managed service inclusive of all hardware and software.


## AT\&T Response:

AT\&T Switched Ethernet includes all fiber connections to the Ceina Switch with fiber handoff to the end user. We have also included a managed router option that can be awarded at time of RFP or added during anytime of the agreement.

- Ability for Stormwater staff to monitor usage and increase/decrease bandwidth on demand.


## AT\&T Response:

A Self-Service Portal provides an intuitive, user-friendly interface that enables easy, near-realtime provisioning, network scaling and management. The portal lets you add sites, deploy or change services, and scale bandwidth to meet changing demands. As a result, you can quickly and easily optimize your infrastructure and focus on your core business instead of handling time-consuming IT tasks. Bandwidth changes can be made and are effective within minutes.

- Provide a diagram of the proposed network accompanied by information on network resiliency.


## AT\&T Response:

## Multipoint <br> (any-to-any)



Site 2

On-demand portal


- Vendor must include a deployment schedule with testing and cutover plan.


## AT\&T Response:

Upon award of the RFP, AT\&T will negotiate an agreement with the County. Once all parties have signed document implementation schedules will begin.

1) Kickoff call with Sales Team and County will establish order of site install, confirm fiber handoff requirements and site contacts for each location.

- AT\&T Account Team will hold biweekly calls to update customer and establish milestones until project is complete.

2) AT\&T Team will place orders within the AT\&T Business Center portal.

- This will generate a note to our Engineering team to schedule a site visit.

3) Once all site visits are complete, orders will be progressed and due dates for each site will be auto generated by the order system.
4) Each site that completes requires no test or turnup, they are delivered and ready for live traffic. Plug and Play.

- If a site fails to activate, AT\&T provisioning will assist in correcting the circuit to bring it up successfully.
- When an order is complete, billing will begin for that site.

5) Once all 6 circuits are live on the network, Account Team will review with the County to ensure all traffic is passing.
6) Final competition of the network will be agreed upon with the County and AT\&T Account Team.

## Important Requirements Note: Network is to be non-internet facing/non-mis hub and spoke

 topology.
## AT\&T Response:

AT\&T Switched Ethernet ServiceSM uses two technologies to provide Ethernet service. These technologies are Virtual Private LAN Service (VPLS) and Virtual Private Wire Service (VPWS). VPLS is used when customers want a network-based VPN that provides direct any-to-any connectivity between three or more locations. This is also referred to as multipoint VPN connectivity. The service uses VPWS for point-to-point connections which provide Ethernet Virtual Private Line connectivity between two customer locations. ASE has no Internet designed within this network.

## b. Bandwidth Upgrades

It is anticipated that DuPage County may need to upgrade bandwidth speed at some point during the contract term. The Bidder's service must be upgradable to higher speeds. Please provide details on the upgrade increments and describe any equipment or service changes that are necessary to upgrade to the next 4 bandwidth levels above the initial bandwidth level.

AT\&T Response:
Dynamic Bandwidth Speeds of $\mathbf{2}$ Mbps to $\mathbf{1 0 0}$ Gbps are available and include four physical port speeds and multiple logical channel Committed Information Rates (CIRs). This feature helps you satisfy your networking needs and lets you easily increase speed and capacity in the future. So, instead of losing time because of slow network response, you can help ensure that vital information is available when and where you need it.
c. Commitments

- The proposer must clearly state all DuPage County commitments which will be required through the contract term. Include any financial and/or volume commitments that apply.


## AT\&T Response:

The ASE solution pricing is based on a 36 month agreement for the original 6 sites. Additional sites can be added during the 36 month term and they are subject to be in place for a minimum of a 36 month period. Termination costs are $50 \%$ of the Monthly charge per site.

- Any financial and volume commitments must be based on a minimum of 36 months.


## AT\&T Response:

AT\&T understands and agrees.

- The proposer will provide a monthly report which details contributions to any financial and volume commitments.


## AT\&T Response:

The ASE Bill will detail monthly costs. Account Team will advise the County of expiration date.

- Shortfall penalties must not exceed the amount necessary to reach the commitment level.


## AT\&T Response:

Termination costs are 50\% of the Monthly charge per site.

- If the County is routinely unable to make contractual commitments due to changes in its operation or technology, the County and proposer will negotiate changes to the commitments that avoid shortfall penalties.


## AT\&T Response:

The County and Account Team will work together to keep the agreement whole. In most cased, if the revenue is replaced or moved to another location, termination penalties can be avoided.
d. Reliability

The bidder must provide redundancy of critical components that provide service to all facilities including power supplies and transmission facilities. Please list details of any non-redundant component(s) that provide a single point of failure.

## AT\&T Response:

With AT\&T Switched Ethernet on Demand (ASEoD), the elements that make the softwaredesigned networking (SDN) architecture reliable include control layer redundancy, quick recovery time, and availability of spare capacity.

These elements help to deliver reliability in the following ways:

- Control layer redundancy-If one SDN controller fails, the distributed routing mechanism ensures that another controller immediately takes over those functions. Specifically, the routing system detects the failure and, within approximately 60
milliseconds, reroutes traffic around it using a pre-computed routing path. It will then enable a more optimized routing path within 7 seconds, based on the underlying distributed routing protocol.
- Quick recovery time—Each SDN controller resides inside a virtual machine. If the virtual machine fails, the system creates a replica in near real-time. The combination of the architecture's distributed design and the near-real-time replication helps to ensure minimal downtime.
- Availability of spare capacity-The SDN infrastructure leverages a cloud platform, which provides ample pre-provisioned spare capacity. We engineer the cloud platform with sufficient capacity so that you can add new SDN controllers when needed and maintain high throughput even under failure scenarios.

So, you know your services and applications will be available when you need them, without interruption.
e. Maintenance and Support Definitions:

Critical Outage:

1. A customer-facing service is down
2. Confidentiality or privacy is breached
3. Customer data loss

Major Outage:

1. A customer-facing service is unavailable for a subset of customers
2. Core functionality is significantly impacted

Minor Outage:

1. A minor inconvenience to customers, workaround available
2. Usable performance degradation

## AT\&T Response:

## AT\&T has read and understands.

## f. Response Time

1. Critical Outage Response Time - Remote diagnostics must begin within 15 minutes from the time the outage is reported by the County to the bidder's repair center. If it is determined that dispatch to a County location is necessary to further troubleshoot or resolve the outage, qualified personnel must be on-site at the appropriate County location within one (1) hour from the time the outage is reported by the County to the bidder's repair center. Dispatch to a County location must be done 24/7, regardless of time or day of week.
2. Major Outage Response Time - Remote diagnostics must begin within 30 minutes from the time the outage is reported by the County to the bidder's repair center. If it is determined that dispatch to a County location is necessary to further troubleshoot or resolve the outage, qualified personnel must be on-site at the appropriate County location within two (2) hours from the time the outage is reported by the County to the bidder's repair center. Dispatch to a County location must be done 24/7, regardless of time or day of week.
3. Minor Outage Response Time - Remote diagnostics must begin within four (4) hours from the time the outage is reported by the County to the bidder's repair center. If it is determined that dispatch to a County location is necessary to further troubleshoot or resolve the outage, qualified personnel must be on-site at the appropriate County location within the next business day from the time the outage is reported by the County to the bidder's repair center.
4. Remote Maintenance Reporting and Testing - The Bidder must provide a Network Operations Center (NOC) always staffed (24/7). The NOC must be able to provide interactive testing, maintenance, and repair of all services. The NOC must continuously monitor services provided to the County and automatically initiate problem resolution if failures are detected. The County must be provided direct telephone contact with the NOC on a $24 / 7$ basis to open trouble tickets and request testing if problems are detected.
5. Performance of Maintenance - If the Bidder utilizes another service provider or subcontractor to provide on-site or remote maintenance, this organization(s) must be identified and the services that they provide. County will reserve the right to reject a bid based on an unqualified or unsuitable subcontractor.
6. Service Order Charges - What is the current cost for service order charges related to additions, disconnects, or changes in service?
7. Account Team - Will you assign a dedicated account team to oversee orders, changes, billing, and service issues? Will this account team be responsible for all services provided?
8. Escalation- Vendor will provide $24 / 7 / 365$ escalation process to include all names, phone numbers and email addresses.

## 4. IMPLEMENTATION

a. Implementation Schedule

Please provide a detailed installation schedule, to include testing and cutover plan that would commence after contract signing. Please provide roles and responsibilities of the project team.

## AT\&T Response:

The Ethernet Network Operating Center (ENOC) provides technical support for AT\&T Switched Ethernet Service.

The ENOC is responsible for the customer-facing network, including any equipment associated with the ASE network. It functions as the Overall Control Office (OCO) and Maintenance Control Office (MCO) for ASE and has dedicated, knowledgeable staff to identify and resolve networkimpacting maintenance conditions. It monitors components in the network infrastructure and, in many cases, may be actively working to resolve an event before you notice it. The 24X7 center tracks and coordinates problem analysis and repair, and if a dispatch is required, hands off the Work Force Administration Controller (WFAC) trouble ticket within the ASE customerfacing network.

## SECTION 7 - EVALUATION CRITERIA AND SUBMITTAL REQUIREMENTS

## I. EVALUATION

## Criteria:

Proposals will be evaluated based on the most competitive offer. The County will consider the quality of products and services offered, price, responsiveness to the RFP requirements, and the Consultant's ability to understand and meet the needs of DuPage County. Proposals will be evaluated by an Evaluation Committee comprised of Stormwater Management Department and additional department personnel based on the evaluation criteria listed below (other than price), which constitutes a total of 75 points. The 25 points allocated to Pricing will be scored solely by Procurement. Evaluations/scoring will be completed upon the conclusion of any questions and/or clarification from the contractor(s) if requested.

| Evaluation Criteria | Available Points |
| :---: | :---: |
| Firm Qualifications (Scored by Evaluation Committee) <br> - Ability to meet technical requirements <br> - Alternative technologies to replace existing services <br> - Ease and ability to increase capabilities or migrate technologies <br> - Overall ability to deliver enhanced capabilities in a changing business environment | 25 |
| Key Qualifications (Scored by Evaluation Committee) <br> - Detail contact information of support organization <br> - Detailed 24/7 support plan <br> - Comprehensive invoice review and verification of pricing <br> - Schedule of quarterly business reviews with support organization <br> - Availability of required technical resources <br> - Service level agreement details | 15 |
| Project Understanding <br> - Ability to meet implementation schedule <br> - Overall installation/migration plan <br> - Protect business continuity during implementation <br> - Alternative installation plans and dates <br> - Evidence of adequate personnel <br> - References for quality of service to be provided | 35 |


| Price (Scored by Procurement) <br> $\bullet$ Pricing | 25 |
| :---: | :---: |
| Total | $\mathbf{1 0 0}$ |

The selection of any Proposer shall be at the recommendation of the Evaluation Committee and the approval by the DuPage County Board. The County reserves the right to reject any or all proposals.

## Acceptance of Proposals:

The Chief Procurement Officer reserves the right to reject any or all bids or any part thereof, to waive informalities, and to accept the Proposal deemed most favorable to The County.

## General

The proposals should be separated into two parts marked "Technical Proposal" and "Price Proposal". Price Proposal should be in a sealed envelope and include firm's name on both the outside and inside of the proposal. Each section should include the firm's name, address, telephone number, and the title and email address of the person authorized to represent the firm. Proposals delivered to the County should include one (1) compete paper copy and one (1) electronic copy on a flash drive. For proposals submitted via email, the Technical Proposal and Price Proposal sections should be sent as separate attachments.

## AT\&T Response:

## AT\&T has read and understands.

## II. SUBMITTAL REQUIREMENTS

Qualified firms interested in performing the work described in this RFP are asked to provide the following information presented in a clear, comprehensive, and concise manner, illustrating the firm's capabilities, experience and expertise:

1. Cover Letter - Provide an introductory letter, with content at discretion of submitter, that is signed by an authorized representative of the firm. This letter should be addressed to DuPage County Procurement Department. Please acknowledge receipt of all addendums in this letter.

## AT\&T Response:

Please see Cover Letter section at the beginning of the Response.
2. Firm Qualifications - Provide a statement that portrays the firm's qualifications in relation to the Scope of Services. The response should include the following:
a) A summary of the firm's general qualifications including specific disciplines represented that are applicable to the proposed work, number of employees, office locations, etc.

## AT\&T Response:

We can provide an overview of AT\&T's services, reach, and network strength.
AT\&T is a premier provider of communications and technology services. In addition to the U.S., we also offer our communication services in almost every other country and territory in the world. Our services enable calls from more than 225 countries as well as wireless data roaming-for laptops, hand-held devices, and other data services-in more than 200 countries.

As a worldwide provider of IP-based services, we offer an extensive portfolio of Virtual Private Network (VPN) and Voice over IP (VoIP) services, which we back with security and support capabilities. We deliver these services to you via one of the world's most advanced backbone networks. Our wholly owned backbone network, which we operate on six continents, uses Multiprotocol Label Switching (MPLS) technology to integrate multiple network services. Seventy-five percent (75\%) of MPLS tunnel traffic on AT\&T's core network is controlled by Software Defined Network (SDN, i.e., network virtualization).

Our global IP network supports

- MPLS-based services in nearly 200 countries over 3,900 nodes
- 1.37 million fiber route miles
- Internet services in more than 200 countries
- Dedicated Ethernet access in 187 countries

We also operate a wireless network that includes

- Coverage of more than $99 \%$ of the U.S. population, including the top 100 U.S. markets.
- Superior speeds for data and video services, as well as operating efficiencies using the same spectrum and infrastructure for voice and data on an IP-based platform.
- Digital transmission technologies known as GSM, General Packet Radio Services and Enhanced Data Rates for GSM Evolution for data communications.
- The nation's fastest mobile broadband network. 4G speeds are available with our Universal Mobile Telecommunications System/High-Speed Downlink Packet Access (UMTS/HSDPA) broadband and HSPA+ network technology, combined with our upgraded backhaul.
- AT\&T 4G LTE coverage to more than 400 million people in North America.
- Ongoing deployment of HD voice on VoLTE (Voice over Long Term Evolution) on a market-by-market basis.

Over the previous six years (2016-2021), we've invested more than $\$ 135$ billion in our wireless and wireline networks, which is more than any other public company in the U.S. This includes significant investment in 5 G wireless and fiber networks. Our standards-based mobile 5 G network is available nationwide.

In addition to retail communication services, AT\&T is a global leader in wholesale communication services. Our wholesale organization serves carriers, wireless service providers, systems integrators, cable providers, Internet service providers (ISPs), and content providers that need global, regional, and local end-to-end solutions.

A key to our success in providing and integrating services is AT\&T Labs, our research and development group. AT\&T Labs has won eight Nobel Prizes and has more than 20,000 patents. Our researchers and engineers developed some of the world's major technological inventions, including the transistor, solar cell, cell phone, and communications satellite. In addition, AT\&T Labs led in developing DSL and other broadband Internet transport and delivery systems as well as wireless data networks.

You can find additional corporate information at https://about.att.com/pages/corporate_profile.

## Number of Employees

202,600

## Office Locations

AT\&T has approximately 19,225 company facilities located in the U.S. and its territories.
Facilities include

- Administrative offices
- Central offices
- Controlled environment vaults
- Data centers
- Huts
- Land facilities
- Local access facilities

Other facilities are

- Modular and trailer facilities
- Parking garages
- Sales offices
- Storage locations
- Switch sites
- Warehouses
- Work centers

This means that our strong presence enables us to serve millions of U.S. customers.
b) An outline of the firm's depth and breadth to carry out the scope and the extent of the work required, especially that of the project lead.

## AT\&T Response:

AT\&T has offered Switched Ethernet (ASE) service since 2011.
We started providing Ethernet solutions in the late 1990s.
c) Main attributes that differentiate your firm from other competitors.

## AT\&T Response:

Several factors differentiate AT\&T from its competitors.

## AT\&T

- Is the world's largest communications company by revenue
- Carries more than 535.7 petabytes of data traffic over its backbone network on an average business day
- Controls $75 \%$ of its core network functions via software defined networking (SDN, i.e., network virtualization)
- Has the best global coverage of any U.S. wireless provider with calling and texting available in 225 countries and territories and discounted data coverage in almost 200 countries and territories, including LTE speeds in more than 170 countries and territories
- Offers our $100 \%$ fiber network in parts of 85 metros nationwide at more than 14 million locations
- Covers more than $99 \%$ of all Americans with its wireless voice and data network

When you choose AT\&T, you get a provider with a proven record of quality, service, and innovation.
d) Relevant previous experience with public sector entities.

## AT\&T Response:

AT\&T has a long history of providing solutions to support public sector customers.

We serve thousands of public sector customers across federal governments, state and local governments, special districts, public safety agencies, and K-12 as well as higher education institutions. As a result, we understand your unique needs and are well prepared to support you.
e) Provide copy of Business License, Tax ID and any significant certification document supporting your firm's expertise.

## AT\&T Response:

The AT\&T Corp. Federal Tax ID Number (FEIN) is 13-4924710.
f) List of three (3) references, preferably from public sector entities, from contracts similar in size and scope to DuPage County including engagement profile, client name, contact name and title, email and telephone contact information.

## AT\&T Response:

During negotiations or presentations, your AT\&T account team will secure customer references.
Most AT\&T customers do not wish to be contacted directly and must specifically agree to be references. If you request specific customer references, your AT\&T account team may arrange meetings between approved references and prospective customers and will provide that information during negotiations. So, your account team will work to arrange the customer meeting or to supply you with direct contact information.

Because we protect our client information, you can rest assured that your information will also be protected.
3. Key Qualifications - Provide a statement that portrays the firm's engagement team qualifications in relation to the Scope of Services. The response should include the following:
a) Background and credentials profile for the team and sub-consultants (if used) that would be assigned to the DuPage County account, including name, position/title,
location, years of industry experience, years with firm and number of clients currently assigned.
b) Areas of expertise of each officer.
c) Communications skills - Interaction with staff and participants.

## AT\&T Response:

After you select us as your vendor, AT\&T can provide information on the account team members who will support you.

We assign tasks and provide account team details after contract signature. We provide the appropriate level of skilled staff to satisfy the terms and obligations of our agreement. And, to support our collaborative relationship with you, we consult with you when possible regarding potential staffing changes.
4. Project Understanding - Describe your firm's interest, understanding and approach to provide services for this engagement, including a schedule for accomplishing the project.
a. Describe the ongoing management for your services.

## AT\&T Response:

ASE is a customer managed network through our Business Center portal. This gives the County and the Account Team a complete view into the network, topology, utilization, maintenance and billing. It also supports maintenance on the network.

## b. Provide a list of performance metric guarantees that you provide.

## AT\&T Response:

Please see AT\&T Attachment ASEoD_SLA.
c. Provide sample incident reports.

## AT\&T Response:

See link to the Business Center maintenance management presentation.
Learn how to Create a Ticket in Business Center \| AT\&T Business Center

d. Provide proposed procedures for internal problem escalation and their process for notifying the County in the event of a problem.

## AT\&T Response:

You submit domestic and international trouble reports to AT\&T via our centralized trouble reporting system, which is available $24 \times 7$.

You can initiate a trouble report by accessing AT\&T Business Center or by contacting the appropriate repair center responsible for receiving customer trouble reports for your product
or service. However, your service executive is your single point of contact in the event an escalation is necessary and can help you resolve maintenance problems that aren't resolved through the normal escalation process.
5. Price- In a separate sealed envelope or file, provide the following prices:
a) Monthly rates for goods as requested.
b) a rate card for any additional work that is not considered part of the main engagement.

## AT\&T Response:

See Attached Pricing Schedule

## SECTION 8 - BID FORM PRICING

Pricing shall reflect monthly cost for a three-year contract. All prices shall include taxes, surcharges, and fees.

|  |  |  |  |
| :---: | :---: | :---: | :---: |
| NO | LOCATION | CIRCUIT SIZE | PRICE |
| 1 | Armstrong Park | 10 MB |  |
| 2 | Elmhurst Quarry | 10 MB |  |
| 3 | Wooddale/Itasca Reservoir | 10 MB |  |
| 4 | Fawell Dam | 10 MB |  |
| 5 | Spring Creek Reservoir | 10 MB |  |
| 6 | DuPage County Complex | 10 MB |  |
| 7 | Various Locations | 20 MB |  |
| 8 | Various Locations | 50 MB |  |
|  | (Provide Port Size) |  |  |
| NO | LOCATION | PORT SIZE | PRICE |
| 9 | Armstrong Park |  | \$ |
| 10 | Elmhurst Quarry |  | \$ |
| 11 | Wooddale/Itasca Reservoir |  | \$ |
| 12 | Fawell Dam |  | \$ |
| 13 | Spring Creek Reservoir |  | \$ |
| 14 | DuPage County Complex |  | \$ |
| GRAND TOTAL |  |  | \$ |
| GRAND TOTAL BID (In Words): |  |  |  |

## AT\&T Response:

Pricing Schedule Attached that includes tax costs.

## SECTION 9 - PROPOSAL FORM

STORMWATER PRIVATE NETWORK FOR COUNTY FLOOD CONTROL FACILITIES 23-027-SWM
(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

| Full Name of Offeror | AT\&T Corp. |
| :--- | :--- |
| Main Business Address | 225 W Randolph, St. |
|  |  |
| City, State, Zip Code | Chicago, IL 60606 |
| Telephone Number | $630-217-3958$ |
| Fax Number |  |
| Proposal Contact Person | Dusk Koenig |
| Email Address | dk6756@ att.com |

The undersigned certifies that he is:


Owner/Sole
Proprietor
$\square$ a
Member of
the
Partnership
$\square$ an
Officer of the
Corporation
$\square$ a
Member of the
Joint
Venture
herein after called the Offeror and that the members of the Partnership or Officers of the Corporation are as follows:
(President or Partner)
(Vice-President or Partner)
(Secretary or Partner)
(Treasurer or Partner)
Further, the undersigned declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the
office of the Procurement Manager, DuPage Center, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. $\qquad$ , $\qquad$ and $\qquad$
$\qquad$ issued thereto;

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

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

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

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

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

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

Finally, the offeror, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the cost schedule.

## PROPOSAL AWARD CRITERIA

This proposal will be awarded to the most responsive, responsible vendor meeting specifications based upon the highest score compiled during evaluation of the proposals outlined in the selection process.

The Contractor agrees to provide the service described above and in the contract specifications under the conditions outlined in attached documents for the amount stated.

X
(Signature and Title)

CORPORATE SEAL
(If available)

PROPOSAL MUST BE SIGNED FOR CONSIDERATION
Subscribed and sworn to before me this $\qquad$ day of $\qquad$ AD, 2023

My Commission Expires: $\qquad$
(Notary Public)

## REQUIRED FORMS TO BE SUBMITTED

## 1. REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

The Required Vendor Ethics Disclosure Statement can be found on the next page and on the County's internet site under Contractor Forms in the Procurement section.

Required Vendor Ethics Disclosure Statement link here:
https://www.dupageco.org/Finance/Procurement/1316/
2. IRS FORM W-9

IRS Form W-9 can be found attached, or at the following link: https://www.irs.gov/pub/irspdf/fw9.pdf

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

| Company Name: AT\&T | Company Contact: |
| ---: | ---: |
| Contact Phone: $630-217-3958$ | Contact Email: $\quad$ dk6756@att.com |

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

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

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

| Recipient | Donor | Description (e.g. cash, type of item, in- <br> 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 <br> or will be having contact with county officers or employees in <br> 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 l agree to update this disclosure form as follows:

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

The full text for the county's ethics and procurement policies and ordinances are available at:
https://www.dupageco.org/CountyBoard/Policies/
I hereby acknowledge that I have received, have read, and understand these requirements.


Title
Date
Sales Director

$$
2-6-2023
$$

[^1]Further, the offeror certifies that he has provided services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the offeror, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the cost schedule.

## PROPOSAL AWARD CRITERIA

This proposal will be awarded to the most responsive, responsible vendor meeting specifications based upon the highest score compiled during evaluation of the proposals outlined in the selection process.

The Contractor agrees to provide the service described above and in the contract specifications under the conditions outlined in attached documents for the amount stated.


CORPORATE SEAL
(If available)

## PROPOSAL MUST BE SIGNED FOR CONSIDERATION



## SECTION 10 - SAMPLE CONTRACT

## CONTRACT XX-XXX-XXX BETWEEN [CONTRACTOR] <br> AND THE COUNTY OF DUPAGE

THIS AGREEMENT is entered into this_day of_, 2023, between the County of DuPage, Illinois a body corporate and politic, located at 421 North County Farm Road, Wheaton, Illinois, 601873978 (hereinafter referred to as the COUNTY), and_, licensed to do business in the State of Illinois, located at $\qquad$ (hereinafter referred to as the CONTRACTOR).

## RECITALS

WHEREAS, the COUNTY requires the goods and/or services specified in RFP \#XX-XXX-XX for its DuPage County $\qquad$ Wheaton, Illinois, 60187-3978.Department located at 421 North County Farm Road,

WHEREAS, the CONTRACTOR is the vendor selected pursuant to the RFP process and is willing to perform under the terms of the RFP and this Contract.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree that:

### 1.0 CONTRACTDOCUMENTS

1.1 This Contract includes all the following component parts, all of which are fully incorporated herein and made a part of the obligations undertaken by the parties:

## 1.1.a Bid Information

1.1.b Instructions to Bidders
1.1.c General Conditions
1.1.d Special Conditions
1.1.e Specifications

## 1.1.f Proposal Forms (including Certification/Proposal, Signature Affidavit including Proposal Pricing)

## 1.1.g County Purchase Order

1.2 All documents are or will be on file in the office of the Finance - Procurement, DuPage Administration, 421 North County Farm Road, Room 3-400, Wheaton, Illinois 60187.
1.3 In the event of a conflict between any of the above documents, the document control from top to bottom; i.e., "a" control over "b".

### 2.0 DURATION OF THIS CONTRACT

2.1 Unless terminated as provided in the RFP, the term of this Contract shall be a year period beginning on $\mathrm{XX}-\mathrm{XX}-\mathrm{XXXX}$ and continuing through $\mathrm{XX}-\mathrm{XX}-\mathrm{XXXX}$.
2.2 The Contract term is subject to renewal per the Bid Invitation Specifications. In no event, shall the term plus the renewals exceed four (4) years.

### 3.0 TERMINATION

3.1 Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the other party, except in the event of Vendor's insolvency, bankruptcy or receivership, in which case termination shall be effective immediately upon receipt of notice.
3.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for deliverables tendered prior to termination. There shall be no termination expenses.
3.3 Upon termination of this AGREEMNT, all data, work products, reports and documents produced, because of this AGREEMENT shall become the property of the COUNTY. Further, Vendor shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.
4.0 PROPOSAL PRICES AND PAYMENT
4.1 The Contractor shall provide the required goods and or services described in the Proposal Specifications for the prices quoted on the Proposal Form.
4.2 The County shall make payment pursuant to the Illinois Local Government Prompt Payment Act, except that no payment shall be approved where the Contractor has failed to comply with certified payroll requirements of the Illinois Prevailing Wage Act or Davis Bacon Act.
5.0 AMENDMENTS
5.1 This Contract may be amended by agreement of both parties.
5.2 All amendments will conform to State of Illinois Statutes and County procedures for Change Orders.
6.0 CONTRACT ENFORCEMENT - ATTORNEY'S FEES
6.1 If the County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Contract, and by reason thereof, the County is required to use the services of an attorney, including the States Attorney, then the County shall be entitled to reasonable attorney's fees and all expenses and costs incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

### 7.0 SEVERABILITY CLAUSE

7.1 If any section, paragraph, clause, phrase or portion of this Contract is for any reason determined by a court of competent jurisdiction to be invalid and unenforceable, such portion shall be deemed separate, distinct and an independent provision, and the court's determination shall not affect the validity or enforceability of the remaining portions of this Contract.

### 8.0 GOVERNING LAW

8.1 This Contract shall be governed by the laws of the State of Illinois both as to interpretation and enforcement. Venue for all disputes will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.
$\square$

### 9.0 ENTIRE AGREEMENT

9.1 This Contract, including the documents listed in 1.0, contains the entire agreement between the parties.
9.2 There are no covenants, promises, conditions, or understandings; either oral or written, other than those contained herein.

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

THE COUNTY OF DUPAGE, ILLINOIS By:

SIGNATURE

Mary Catherine Wells
PRINTED NAME
$\qquad$ PRINTED TITLE

DATE

CONTRACTOR
SAMPLE CONTRACT - DO NOT SIGN
SAMPLE CONTRACT - DO NOT SIGN

| SIGNATURE |
| :--- |
| PRINTED NAME |
| PRINTED TITLE |
| DATE |

## SECTION 11 - OUTSIDE ENVELOPE BID LABEL

|  | SEALED BID PROPOSAL |
| :--- | :--- |
| INVITATION \#: | 23-027-SWM <br> SESCRIPTION: <br> STORMWATER PRIVATE NETWORK FOR COUNTY <br> OLOOD CONTROL FACILITIES |
| OPENING DATE: | 02/07/2023 |
| OPENING TIME: | $02: 30$ P.M. |
| COMPANY NAME: |  |
| DATED MATERIAL - DELIVER IMMEDIATELY |  |

Please cut out and affix this proposal label(above) to the outermost envelope of your proposal to help ensure proper delivery.

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## AT\&T Switched Ethernet Service (TCAL)

Section Effective Date: 15-Mar-2017
AT\&T Switched Ethernet Service is a switched Ethernet transport service providing Ethernet transport functionality using fiber and a switched Ethernet core network.

AT\&T Switched Ethernet Service provides full duplex transport of data signals between a Customer's Site and an Ethernet switch in an AT\&T office.

The Service Guide consists of the following Parts:

- Service Description (SD)
- Pricing (P)

In addition, General Provisions apply.

## Service Description (SD)

## SD-1. General

Section Effective Date: 06-Apr-2020
AT\&T Switched Ethernet Service is a switched Ethernet transport service providing Ethernet transport functionality using fiber access facilities and a switched Ethernet core network. AT\&T shall determine the interface specifications for AT\&T Switched Ethernet Service in its sole discretion. Customers may obtain the interface specifications from their account representatives. AT\&T Switched Ethernet Service provides full duplex transport of data signals between a Customer's premises and an Ethernet switch. Hereinafter, the phrase "Customer's premises" and "Customer location" (or similar terms) shall be construed to include an end user's premises, as appropriate in the context, where the Customer is a Wholesale Customer and service is terminated at the premises of an end user that is not the Customer of record of AT\&T.

AT\&T Switched Ethernet Service supports point-to-point, point-to-multipoint or multipoint-tomultipoint configurations. Point-to-point service provides a connection between two ports. Point-to-multipoint service provides multiple point-to-point connections to multiple ports in the network. Multipoint-to-multipoint service provides a connection between three or more designated ports on the AT\&T Switched Ethernet Service network. Where facilities are not available, facilities may be constructed, subject to certain conditions as determined by AT\&T. Special Construction charges may apply.

AT\&T offers AT\&T Switched Ethernet on a private carriage basis and reserves the right to make individualized decisions regarding the provision of service to individual customers. AT\&T may negotiate the specific prices and terms for AT\&T Switched Ethernet for each individual customer.

AT\&T Switched Ethernet Service will be provisioned using the service components described below. AT\&T Switched Ethernet Service is available in a Basic Service Arrangement and Basic Ports described below. AT\&T Switched Ethernet Service is provided by the applicable AT\&T participating carrier (AT\&T).

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AT\&T Business Service Guide AT\&T Switched Ethernet Service (TCAL)
SD-1.1. Participating Carriers
Section Effective Date: 21-Jul-2017
The following is a list of the Participating Carriers.

## Participating Carriers

TC Systems, Inc.
Teleport Communications America, LLC

## SD-2. Geographic Availability

AT\&T Switched Ethernet Service provides transport service where suitable equipment and facilities are available in selected areas within the following states:

- Arizona*
- Colorado
- Connecticut
- Delaware
- District of Columbia*
- Florida
- Kentucky
- Maryland
- Massachusetts
- Minnesota*
- Nebraska
- Nevada
- New Jersey
- New York
- Ohio
- Oregon
- Pennsylvania
- Rhode Island
- Utah
- Virginia
- Washington State

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*Only interstate service is available.

## SD-3. Service Components

Section Effective Date: 31-Mar-2015
AT\&T Switched Ethernet Service will be provisioned using the following service components for a Basic Service Arrangement. This type of service provides transport of data using a fixed class of service for each Ethernet virtual connection.

## SD-3.1. Basic Customer Port Connection (Basic Port)

Section Effective Date: 15-Mar-2017
This component provides the physical transport facilities from the Customer's premises to an Ethernet switch at an AT\&T office. The Basic Port is available at transmission speeds of 100 Mbps, 1 Gbps and 10 Gbps.

| Speeds |  |
| :--- | :---: |
| Basic Customer Port Connection | CIR Bandwidth Supported |
| 100 Mbps | $2 \mathrm{Mbps}-100 \mathrm{Mbps}$ |
| 1 Gbps | $2 \mathrm{Mbps}-1,000 \mathrm{Mbps}$ |
| 10 Gbps | $1,000 \mathrm{Mbps}-10,000 \mathrm{Mbps}$ |

## SD-3.2. Committed Information Rate (CIR) and Class of Service (CoS)

Section Effective Date: 31-Mar-2015
CIR, sometimes referred to as the "Logical Channel" of the port, provides the bandwidth available on a Basic Customer Port Connection. CIR is available per Basic Customer Port Connection in increments ranging from 2 Mbps to $10,000 \mathrm{Mbps}$. CIR is offered with multiple choices for CoS. CoS establishes the performance characteristics of the network that are suitable for certain applications. Each Basic Customer Port Connection has a single CIR and CoS associated with it. CoS options are listed as a hierarchy, from "highest" to "lowest" based on network prioritization and performance as follows:

## Real-Time

Supports applications that require minimal loss, are latency-sensitive and require low latency variation (jitter), including voice and video. The service parameters associated with Real-Time CoS are Packet Delivery Rate (PDR), Latency, Jitter, and Network Availability.

## Interactive

Supports high-priority business data applications or jitter-sensitive applications such as voice and video. The service parameters associated with Interactive CoS are PDR, Latency, Jitter, and Network Availability.

## Business Critical-High

Supports most business data applications with moderate tolerance for delay and which are more sensitive to jitter, and have a higher priority than Business Critical-Medium. The service parameters associated with Business Critical-High CoS are PDR, Latency, and Network Availability.

## Business Critical-Medium

Supports most business data applications with moderate tolerance for delay and which are less sensitive to jitter. The service parameters associated with Business Critical-Medium CoS are PDR, Latency, and Network Availability.

## Non-Critical High

Supports low priority business applications with more tolerance for delay and availability. The service parameters associated with Non-Critical High CoS are PDR, Latency, and Network Availability.

## SD-3.3. Ethernet Virtual Connections (EVC)

An EVC provides a logical connection to enable the flow of Ethernet traffic for point-to-point and multipoint Customer configurations. EVCs may be established between ports located in the same LATA or in different LATAs (due to current systems limitations, interLATA EVCs are not available at all locations or for all port types). Standard EVCs are not billed to the Customer as a separate rate element. Each EVC is assigned a CIR and CoS that must be equal to or lower than the CIR and CoS of the Port. Point-to-point EVCs can be set in 1 Mbps increments from 1 Mbps to 2,000 Mbps. Multipoint EVCs can be set in 1 Mbps increments from 1 Mbps to 1,000 Mbps. Requests for EVC CIR above these limits will be evaluated on an Individual Case Basis, taking into consideration factors such as facility conditions and the impact of the requested configuration on network performance.
The total assigned bandwidth (sum of the CIR for all EVCs) on a single port cannot exceed the selected CIR of that port. Point-to-point EVCs must be symmetrical; the EVC CIR at each port must be the same. For multipoint EVCs, the CIR for any EVC may be set according to the bandwidth needed at that port and does not need to be the same at all ports.
Ports that do not meet SLA objectives due to overloading of traffic in a multipoint arrangement will not be eligible for the PDR SLA. The aggregate assigned CIR for all EVCs between any two Basic Customer Port Connections cannot exceed either: 2,000 Mbps (for point-to-point EVCs) or 1,000 Mbps (for multipoint EVCs), except when approved on an Individual Case Basis. The following chart provides the maximum number of EVCs supported for both point-to-point and multipoint configurations on each Basic Customer Port Connection:

| Maximum Number of EVCs on each Basic Customer Port Connection |  |
| :--- | :---: |
| Per Basic Customer Port Connection | EVCs |
| 100 Mbps | Up to 8 EVCs |
| 1 Gbps | Up to 64 EVCs |
| 10 Gbps | Up to 508 EVCs |

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- Customers may configure EVCs as point-to-point (connecting two locations) or as multipoint (connecting three or more locations), as defined above. Point-to-point EVCs (i.e., EVCs between two ports) can be associated with an unlimited number of MAC addresses. Multipoint EVCs (i.e., EVCs between three or more ports) will be limited to 250 MAC addresses per multipoint EVC on each port, unless the Customer purchases the Additional MAC Addresses optional feature. MAC addresses associated with point-to-point EVCs do not count against this limit. For example, a port that is provisioned with 3 separate multipoint EVCs may have up to 250 MAC addresses associated with each of those EVCs, for a total of 750 MAC addresses in use on that port, but each EVC is still limited to a maximum of 250 MAC addresses.
- AT\&T Switched Ethernet Service will be configured to support Ethernet frame sizes up to 9,126 bytes on $100 \mathrm{Mbps}, 1 \mathrm{Gbps}$, and 10 Gbps ports. Frames sizes on 100 Mbps and 1 Gbps ports may be restricted to less than 9,126 bytes when the port is provisioned with a CIR speed of 10 Mbps or less, but will allow at least 1,526 bytes


## SD-4. Optional Features

## SD-4.1. Regenerator

Section Effective Date: 31-Mar-2015
Regenerators provide detection and retransmission of Ethernet signals and are used to provide service when the distance to an Ethernet switch exceeds otherwise applicable design limits. AT\&T will determine whether regenerators are needed and what transport medium and equipment will be used to provide regeneration. Regenerators are available on a per-port basis and are available for $100 \mathrm{Mbps}, 1 \mathrm{Gbps}$ and 10 Gbps ports.

## SD-4.2. Additional MAC Addresses

Section Effective Date: 31-Mar-2015
The Additional MAC Address feature is offered on a per port basis. When a Customer subscribes to this feature, the MAC address limit associated with multipoint EVCs shall be increased from 250 to 500 for each multipoint EVC present on that port.

## SD-4.3. AT\&T BusinessDirect ${ }^{\circledR}$ Customer Network Management

The AT\&T BusinessDirect® ${ }^{8}$ web portal offers a Customer network management feature to all Customers subscribing to AT\&T Switched Ethernet Service at no additional charge. Available functions include network inventory map, alarm surveillance, SLA reporting, performance reporting, maintenance trouble reporting and status updates, and the ability to request credit for SLA conditions. Customers must have a web interface to access and monitor their network using the AT\&T BusinessDirect ${ }^{\circledR}$ web portal.

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## SD-4.4. Enhanced Multicast

The Enhanced Multicast feature allows the broadcast/multicast/unknown unicast (BUM) traffic limit associated with multipoint EVCs to be increased from 2 Mbps up to 30 Mbps per EVC. The Enhanced Multicast feature is offered on a per port basis. Once the feature is ordered on a port, each multipoint EVC on that port may be provisioned to allow up to 30 Mbps of combined BUM traffic, orderable in 1 Mbps increments. EVC orders for such ports that do not specify a higher limit as allowed under this feature will be limited to the standard default of 2 Mbps BUM limit.

## SD-5. Additional Engineering and Additional Labor

## SD-5.1. Additional Engineering

Section Effective Date: 31-Mar-2015
Additional Engineering is not an ordering option but will be applied to an order when AT\&T determines additional engineering is necessary to accommodate a Customer request. When additional engineering is required, the Customer will be notified and furnished with a written statement setting forth the justification for the additional engineering as well as an estimate of the charges.

If the Customer agrees to the additional engineering, a firm order will be established. If, after being notified that additional engineering of AT\&T facilities is required, the Customer does not want the service or facilities, the order will be withdrawn and no charges will apply. Once a firm order has been established, the total charge to the Customer for the additional engineering may not exceed the estimated amount by more than $10 \%$.
Additional Engineering will be provided by AT\&T at the request of the Customer only when:

- Customer requests additional technical information after AT\&T has already provided the technical information normally included on the Design Layout Report (DLR).
- Additional engineering time is incurred by AT\&T to engineer a Customer's request for a customized service.

AT\&T will notify the Customer that Additional Engineering Charges will apply before any additional engineering is undertaken.

## SD-5.2. Additional Labor

Section Effective Date: 15-Mar-2017
Additional Labor is that labor requested by the Customer on a given service and agreed to by AT\&T as set forth in the following.
AT\&T will notify the Customer that Additional Labor Charges as set forth in the pricing section of this Service Guide will apply before any additional labor is undertaken. Additional Labor Charges apply for each half hour or fraction thereof unless otherwise specified herein.

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A call-out of AT\&T personnel requiring Additional Labor will be charged a minimum of four (4) hours on an Overtime and/or Premium Time basis when the call-out is attributed to a Customer request/problem. However, at no time will the Customer be charged if trouble is found to be on the AT\&T side of the demarcation point.
Types of Additional Labor are:

- Overtime Installation is that AT\&T installation effort outside of a normal business day.
- Stand by includes all time in excess of one-quarter (1/4) hour during which AT\&T personnel stand by at the Customer's request.
- Testing and Maintenance with Other Service Providers - Additional testing, maintenance or repair of facilities which connect to facilities of other service providers, is that which is in addition to the normal effort required to test, maintain or repair facilities provided solely by AT\&T.
- Other Labor - Other Labor is that additional labor not included in the preceding items, including but not limited to labor incurred to accommodate a specific Customer request that involves only labor which is not covered by any other section of this Service Guide.


## SD-6. Testing

Section Effective Date: 15-Mar-2017
Additional Cooperative Acceptance Testing and Nonscheduled Testing are testing services available to Customers.

## Additional Cooperative Acceptance Testing (ACAT)

When a Customer provides a technician at its premises or at an end user's premises, with suitable test equipment to perform the requested tests, AT\&T will provide a technician at its office for the purpose of conducting Additional Cooperative Acceptance Testing. At the Customer's request, AT\&T will provide a technician at the Customer's premises or at the end user premises.

## Nonscheduled Testing (NST)

When a Customer provides a technician at its premises with suitable test equipment to perform the required tests, AT\&T will provide a technician at its office for the purpose of conducting Nonscheduled Testing. At the Customer's request, AT\&T will provide a technician at the Customer's premises.

When the Customer subscribes to testing services, the Customer shall make the facilities to be tested available to AT\&T at times mutually agreed upon.

## SD-7. Order Charges

An Order Charge (also known as an Administrative Charge) applies, per order, for the installation, addition, change, rearrangement or move of services provided in this Service Guide (in addition to other applicable service charges), including the following situations:

- An Order Charge will apply per order when a Customer elects to have existing services billed under a payment plan or elects to renew/re-term a payment plan.

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- An Order Charge will apply per order for order cancellations.

An Order Charge will not apply in the following situations:

- Non-chargeable administrative changes where so specified in this Service Guide;
- Where another charge applies to a particular type of change (such as Service Date Change Charge or Service Date Change Dispatch Charge.


## SD-8. Cancellation Charge

Section Effective Date: 15-Mar-2017
A Customer may cancel an order for the installation of service at any time prior to notification by AT\&T that service is available for the Customer's use. The Cancellation Date is the date AT\&T receives written notice from the Customer that the order is to be cancelled.

When a Customer cancels an order (or a part of an order) for associated service, applicable cancellation charges will be assessed, even when nonrecurring installation charges would otherwise be waived. Applicable cancellation charges will be calculated based on the number of calendar days between AT\&T's receipt of the order and the Cancellation Date. A cancellation charge will apply on a per Port Connection basis.
Cross References
P-9.1. Rate Table ASE-CC-PPC: AT\&T Switched Ethernet Service (TCAL) - Cancellation Charge - Per Port Connection

## SD-8.1. When Cancellation Charges Do Not Apply

Section Effective Date: 15-Mar-2017
For AT\&T Switched Ethernet Service, Cancellation Charges do not apply:

- When a Customer cancels an order for the termination of existing service.
- If AT\&T misses a service due date by more than 30 days due to circumstances over which it has direct control (excluding, e.g., acts of God, governmental requirements, work stoppages and civil commotion), the Customer may cancel the order without incurring cancellation charges.
- If the Customer cancels a network reconfiguration order (e.g., move, change or disconnect).
- If an order is cancelled because the Customer does not agree to pay applicable Special Construction charges.


## SD-9. Design Change Charge

Section Effective Date: 15-Mar-2017
The Customer may request a design change to an Order for AT\&T Switched Ethernet Service. A design change is any change to an order which requires engineering review. An engineering review is a review by AT\&T personnel of the service ordered and the requested changes to determine what change in the design, if any, are necessary to meet the changes requested by the Customer. Design changes include such things as the addition or deletion of optional features or functions or a change in the type of port configuration, type of channel interface, type of Class of Service or Committed Information Rate or technical specification package.

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Design changes do not include a change of Customer premises, end user premises, Ethernet serving switch, port speed, or port speed type. Changes of this nature will require the issuance of a new order and the cancellation of the original order with appropriate cancellation charges applied.

AT\&T will review the requested change and notify the Customer whether the change is a design change, if it can be accommodated and if a new service date is required. If a change of service date is required, the Service Date Change Charge will also apply.

The Design Change Charge will apply on a per order per occurrence basis, for each order requiring a design change.

## SD-10. Service Date Change Charge Dispatch Charge

Section Effective Date: 15-Mar-2017
If a Customer is unable to accept service on the original due date, the Customer may issue one or more supplements to an order to change the original due date to a date no more than 120 calendar days after the original due date. When such requests are made, AT\&T will accordingly delay the start of service and the Customer will incur a Service Date Change Charge. The first supplement to the order must be received by AT\&T on or before 30 calendar days after the original due date.
If a Customer issues a supplement to an order to extend the original due date but is unable to accept service within 121 calendar days after the original due date, one of the following will apply:

- If service has not been fully provisioned, AT\&T will cancel the order on the 121st calendar day after the original due date and the cancellation charges specified will apply, or
- If service has been fully provisioned, AT\&T will begin billing for the Service on the 121st calendar day after the original due date.
If a Customer is unable to accept service within 31 calendar days after the original due date, and AT\&T has not received a supplement to the order to extend the due date within 30 calendar days after the original due date, one of the following will apply:
- If service has not been fully provisioned, AT\&T will cancel the order on the 31st calendar after the original due date and cancellation charges specified will apply, or
- If service has been fully provisioned, AT\&T will begin billing for the Service on the 31st calendar day after the original due date.

If an AT\&T technician is dispatched to the Customer's premises on the scheduled service date and the Customer is not ready to accept service or the Customer has failed to notify AT\&T before 3:00 PM (CT) on the business day prior to the scheduled service date that the service date needs to be changed, a Service Date Change Charge will apply, in addition to the Service Date Change Dispatch Charge.

## SD-11. Glossary

As used in this Service Guide, the terms below have the following meanings:

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AT\&T Business Service Guide AT\&T Switched Ethernet Service (TCAL)

| Glossary |  |
| :--- | :---: |
| Term/Abbreviation | Definitions |
| Basic Time | Work related efforts of AT\&T performed during a normal business day, 8:00 a.m. - <br> 5:00 p.m., Monday through Friday. |
| Overtime | Work related efforts of AT\&T performed outside of a normal business day (Monday <br> through Friday), and on Saturdays. |
| Premium Time | Work related efforts of AT\&T performed on Sundays and/or holidays. |

## Service Level Agreements (SLAs)

## SLA-1. Class of Service (CoS) SLA

CoS SLA credits will be granted for AT\&T Switched Ethernet Service if AT\&T fails to meet service parameters [i.e., Latency, Packet Delivery Rate (PDR) and Jitter] defined for each CoS, subject to the following terms and conditions:

- The Customer must notify AT\&T when the service parameters within any calendar month fail to meet the committed level.
- The Customer must request a service credit within 45 days after the end of the month when the failure occurred.
- Upon verification by AT\&T that the actual service performance for that parameter failed to meet the committed level, AT\&T has one month to correct the problem.
- If after one month, the service performance for that parameter is still failing to meet the committed level, the Customer will be provided a service credit equal to $25 \%$ of the monthly recurring charge for all affected ports (for each of the SLAs other than Network Availability). Only one such credit, per port, shall be applied per calendar month.
- Latency may vary on ports with Real Time CIR of 10 Mbps or below and Real Time EVCs on such ports are excluded from calculations that determine whether the latency SLA is met.
- Real Time EVCs between ports that are connected with an interoffice facilities path extending more than 200 miles or those with EVC CIRs in excess of $1,000 \mathrm{Mbps}$ are not subject to the Real Time Latency SLA and are excluded from calculations that determine whether the Latency SLA is met.
- Latency, Jitter, and Packet Delivery Rate (PDR) SLA

Latency, Jitter and PDR are measured by averaging sample measurements taken during a calendar month between the NTE to which the Customer ports are attached (i.e., end to end), when the AT\&T Switched Ethernet Service network is available for use by the Customer. The SLA service parameters are based on a LATA-wide average of the Customer's one-way traffic traversing the NTE and the network. The SLA target for Latency and Jitter is to be not more than, and for PDR is to be not less than, the applicable amount set forth in the table below.

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AT\&T Business Service Guide
AT\&T Switched Ethernet Service (TCAL)

| CoS SLA Service Measurement |  |  |  |
| :--- | :---: | :---: | :---: |
| Class of Service | Latency <br> (one-way) | Jitter | Packet Delivery Rate (PDR) |
| Real Time | 5 ms | 3 ms | $99.995 \%$ |
| Interactive | 13 ms | 10 ms | $99.95 \%$ |
| Business Critical - High | 20 ms | $\mathrm{~N} / \mathrm{A}$ | $99.9 \%$ |
| Business Critical - Medium | 30 ms | $\mathrm{~N} / \mathrm{A}$ | $99.9 \%$ |
| Non-Critical High | 50 ms | $\mathrm{~N} / \mathrm{A}$ | $99.5 \%$ |

## SLA-2. Netw ork Availability SLA

Section Effective Date: 05-Oct-2018
The SLA service parameter for Network Availability is to be not less than $99.99 \%$ for all ports regardless of Class of Service. Network Availability is calculated as the percentage of time during a month that the network is capable of accepting and delivering Customer data during the measurement period. Network Availability includes the Ethernet core network and the local loop, and the calculation excludes maintenance windows. The calculation for Network Availability for a given month is as follows:

Network Availability* $=[(24$ hours $x$ days in the month x 60 minutes $x$ number of Customer ports in the LATA) - network outage time] / ( 24 hours x days in the month x 60 minutes x number of Customer ports in the LATA).

The Customer is responsible for (1) notifying AT\&T within 45 days after the end of the month when the Network Availability within the calendar month falls below the committed level, and (2) requesting a service credit.
Upon verification by AT\&T that the actual service performance for Network Availability was less than the committed level, the Customer will be provided a service credit equal to 10 percent of the Monthly Recurring Charge (MRC) for all affected ports.
*Measured performance will be rounded to the nearest hundredth (decimal point). For example $99.985 \%$ will be rounded to $99.99 \%$.

## SLA-3. Credit Allowance for Service Interruptions

Section Effective Date: 31-Mar-2015
Service is considered to be interrupted when it becomes unusable to the Customer because of a failure of a facility component used to furnish service under this Service Guide. The interruption must result in the complete loss of service by the Customer. An interruption period starts when an inoperative service is reported to AT\&T and ends when the service is operative.

The credit allowance for an interruption or for a series of interruptions shall be calculated based on the applicable monthly rate for the port (or ports) which were interrupted, including the other rate elements associated with that port (CIR, repeater, etc.). No credit shall be applicable to other ports on the network that were uninterrupted, even if they were unable to connect to an interrupted port.

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No credit shall be allowed for an interruption period of less than 30 minutes. The Customer shall be credited for an interruption of 30 minutes or more at the rate of $1 / 1440$ of the monthly charges for the facility or service for each period of 30 minutes or fraction thereof that the interruption continues after the initial 30 minute interruption.

## SLA-4. SLA Exclusions

Section Effective Date: 15-Mar-2017
The SLA provisions, measurements, and eligibility for credit shall exclude conditions wherein service performance was adversely affected by any of the following conditions:

- Any cause beyond AT\&T's reasonable control (force majeure events) including, but not limited to, acts of war, civil disturbances, acts of civil or military authorities or public enemies, earthquakes, hurricanes, floods, fires, storms, tornadoes, explosions, lightning, power surges or failures, fiber cuts, strikes or labor disputes;
- Failures of any structures, facilities or equipment provided by the Customer or its contractors, equipment vendors, or by any carrier or service provider other than AT\&T;
- Interruptions caused by the negligence of the Customer.
- Interruptions of a service during any period in which AT\&T is not afforded access to the premises where the service is terminated.
- When AT\&T and the Customer negotiate the release of the service for (1) maintenance purposes, (2) to make rearrangements or (3) to implement an order for a change in the service, a credit does not apply during the negotiated time of release.
- Periods when the Customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.
- Data loss during AT\&T's scheduled maintenance windows;
- Data exceeding subscribed CIR;
- Failures of any structures, facilities or equipment on the Customer's side of the demarcation point.
- Class of Service SLAs will not be available between ports connected by interLATA EVCs.

The total credit amount of any allowances for interruptions and SLA credits applicable in a given month shall not exceed $100 \%$ of the monthly recurring charge for the port and associated rate elements.

## SLA-5. Limitations and Provisions

Section Effective Date: 31-Mar-2015

- A Customer shall not be permitted to temporarily suspend service.
- AT\&T may use controls to limit the amount of multicast, broadcast, and unknown unicast traffic to protect the AT\&T Switched Ethernet network against traffic storms. The maximum throughput of combined multicast/broadcast/unknown unicast traffic will be set at 2 Mbps per EVC on multipoint EVCs, unless the Customer purchases the Enhanced Multicast

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optional feature. There is no restriction on point-to-point or point-to-multipoint multicast traffic. Packets dropped by traffic controls are not included in SLA calculations. AT\&T recommends that Customers enable controls for multicast, broadcast, and unknown unicast traffic within the Customer network(s).

## Pricing ( $P$ )

## P-1. Ethernet Payment Plan (EPP)

## P-1.1. EPP Eligibility

Section Effective Date: 31-Mar-2015
To subscribe to AT\&T Switched Ethernet Service, the Customer must select one of the EPP options: 12, 24, 36, 48 or 60 months. The service is not available to be subscribed to on a month-to-month basis.

## P-1.2. Nonrecurring Charges

Section Effective Date: 31-Mar-2015
Nonrecurring charges will be waived for Customers subscribing to new service under an EPP, or for Customers subscribing to a new EPP for an existing service, subject to termination liability. For moves of service and service reconfigurations, no nrecurring charges will apply.

## P-1.3. EPP Term

Section Effective Date: 31-Mar-2015
During the Customer's EPP term, AT\&T-initiated recurring rate changes (i.e., rate increases or decreases) will be automatically applied to the Customer's EPP rates for the months remaining in the Customer's EPP term. However, at no time during the Customer's EPP term will rates exceed the Customer's initial EPP rates.

## P-1.4. Expiration of EPP Term

Section Effective Date: 31-Mar-2015
When an EPP term expires, the Customer may select a new EPP term from among any EPP options which are then available to new Customers hereunder. EPP rates in effect at the time the new EPP term starts will apply. If the Customer selects such new EPP term at least 90 days in advance of the existing EPP term expiration date, the new EPP term will begin immediately upon the expiration of the existing EPP term. If the Customer selects such new EPP term, but does not do so at least 90 days in advance of the existing EPP term expiration date, the Term Extension Month-to-Month Rates will apply between the expiration of the existing EPP term and the date upon which AT\&T implements the new EPP term in its billing system.

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## P-1.5. Term Extension

The Term Extension Month-to-Month (MTM) rates will apply when a Customer's EPP term expires. The Customer will be billed the MTM rates in effect from time to time until such time as the Customer selects a new EPP or the Service is terminated.

## P-1.6. Termination Liability

Section Effective Date: 31-Mar-2015
Termination Liability will apply if the Customer disconnects service prior to the end of the selected EPP. Termination Liability will be determined based on the number of months remaining in the EPP term times $50 \%$ of the applicable EPP monthly rates, calculated as follows:

- [(EPP Monthly Rates) X (Months Remaining in EPP Term)] X 50\%

In addition, the Customer must pay all nonrecurring charges that were waived.

## P-2. Moves

Section Effective Date: 31-Mar-2015
Moves involve a change in the physical location of one of the following:

- Point of service demarcation in the same building; or
- Change of Customer premises to a new building


## P-2.1. Inside Moves

Section Effective Date: 31-Mar-2015
When the move is to a different location within the same building (i.e., results in a different point of service demarcation in the same building, such as a move to a different floor), previously waived nonrecurring charges associated with the existing service (if still under term) will be charged for all service components affected.
A new EPP term is not required (if still under EPP term) and Termination Liability will not apply for such a move. For move requests from Customers who have completed an EPP term and are currently being billed Term Extension MTM rates, a new EPP is required for the service at the new location.

## P-2.2. Outside Moves

Section Effective Date: 31-Mar-2015
When the move is to a different building (i.e., a different Customer premises), such a move is treated as a discontinuance of service and activation of new service. The previously waived non-recurring charges at the disconnecting location will be billed (if EPP term has not expired).

The Customer must select an EPP term for the new service at the new location. The new EPP term will be subject to the rates in effect at the time of the move. Termination liability will also apply for such a move except where all of the following conditions apply:

- The existing and new service locations must be served by the same serving wire center.
- The Customer's existing service must have been in place for at least 12 months.
- The Customer must select a new EPP with a term that is greater than or equal to the remainder of the existing EPP.
- Orders from the Customer to disconnect the existing service and reestablish service at the new location must be placed by the Customer and received by AT\&T on the same date.
- No lapse in billing will occur for moves of service under an EPP. If the Customer requests that both the existing AT\&T Switched Ethernet Service and the new AT\&T Switched Ethernet Service be in service at same time, such "overlapping" service shall be provided for no more than 30 days, and all applicable charges will be billed for both services during the period of overlapping service.


## P-3. Service Re-Configurations

For any of the reconfigurations described below any Customer that has completed an EPP term and is being billed at Term Extension MTM rates must select a new EPP term for the reconfigured service. The Customer may reconfigure service, subject to the conditions below.

## P-3.1. Reconfigurations Involving Changes to the Customer Port Connection

Section Effective Date: 31-Mar-2015
For reconfigurations to a higher-capacity Customer Port Connection, previously waived nonrecurring charges associated with the existing service will be charged for all service components affected if such reconfiguration occurs prior to the expiration of the EPP term. An example of such upgrade would be a change from a 1 Gbps to a 10 Gbps Customer Port Connection. The Customer must select a new EPP term for the new configuration. The new EPP term will be subject to the rates in effect at the time of the reconfiguration. EPP Termination Liability will not apply, if all of the following conditions are met:

- The upgraded service must be at a higher capacity than the existing service; and
- The new and existing services must be billed to the same Customer of record at the same Customer location; and
- The new EPP term selected is equal to or greater than the remainder of the EPP term of the disconnected service.

For reconfigurations to a lower capacity the Customer Port Connection, EPP Termination Liability and nonrecurring charges will apply to all service components affected, if such reconfiguration occurs prior to the expiration of the EPP term. An example of such a downgrade would be a change from a 1 Gbps to 100 Mbps Customer Port Connection. The Customer must select a new EPP term for the reconfigured service. The new EPP term will be subject to the rates in effect at the time of the reconfiguration.

## P-3.2. Reconfigurations Involving Changes to the CoS and CIR

Section Effective Date: 31-Mar-2015
Reconfigurations that require changes to the CoS or CIR are subject to the nonrecurring charges associated with the new CoS or CIR service components. EPP Termination Liability will not apply to such reconfigurations. The term effective dates associated with the Customer Port Connection shall apply to the associated CIR/CoS. For example, a Customer with a 60month term on original port and CIR configuration may change the CIR in month 48, while still keeping the original EPP expiration date associated with both port and CIR.

## P-3.3. Other Reconfigurations

Section Effective Date: 31-Mar-2015
For reconfigurations not defined in the preceding subsections, the nonrecurring charge associated with the Customer Port Connection will apply. An example of such change would be a Customer-requested change from a multi-mode fiber interface to a single-mode fiber interface. EPP Termination Liability will not apply to such reconfiguration changes.

## P-4. Upgrades to a Higher Level of Service

Section Effective Date: 31-Mar-2015
A Customer may upgrade from AT\&T Switched Ethernet Service to a different service provided by AT\&T. EPP Termination Liability will not apply if all of the following conditions are met:

- Either:
- The new service as requested by the Customer must be at a transport speed or capacity greater than the speed or capacity of AT\&T Switched Ethernet Service, or
- The new service must offer the same transport speed or capacity as available with AT\&T Switched Ethernet Service and include technology or functionality not available with AT\&T Switched Ethernet Service.
- The new service and existing AT\&T Switched Ethernet Service must be billed to the same Customer of record at the same Customer location.

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- The Customer's existing AT\&T Switched Ethernet Service must have been in place for at least 12 months.
- The minimum term for the new service must be equal to or greater than the remainder of the Customer's existing EPP term.
- The order for the new service and the disconnect order for the existing service must be placed by the Customer and received by AT\&T on the same date.
- If the Customer requests that both the existing AT\&T Switched Ethernet Service and the new higher level service be in service at the same time, such "overlapping" service shall be provided for no more than 90 days, and all applicable charges will be billed for both services during the period of overlapping service.
- Nothing in this section shall prohibit upgrades within the AT\&T Switched Ethernet Service as allowed under the terms contained elsewhere in this Service Guide.


## P-5. Port Connection and CIR/CoS Rates

## P-5.1. Customer Basic Connection Port

## P-5.1.1. Rate Table ASE-CPC-NMTM: AT\&T Switched Ethernet Service (TCAL) Customer Port Connection (Basic Port) - Nonrecurring and Term Extension MTM Charges

Section Effective Date: 21-Jul-2021

| Rate Table ASE-CPC-NMTM: AT\&T Switched Ethernet Service (TCAL) - Customer Port Connection |
| :--- | :---: | :---: | :---: |
| (Basic Port) - Nonrecurring and Term Extension MTM - Charges |

P-5.1.2. Rate Table ASE-CPC-MONTH: AT\&T Switched Ethernet Service (TCAL) Customer Port Connection (Basic Port) - 12, 24, 36, 48 and 60 Months - Charge

Section Effective Date: 01-Sep-2016

| Rate Table ASE-CPC-MONTH: AT\&T Switched Ethernet Service (TCAL) - Customer Port Connection (Basic Port) - 12, 24, 36, 48 and 60 Months - Charge |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Customer Port Connection | USOC |  | $\stackrel{24}{\text { Months }}$ | $\begin{gathered} 36 \\ \text { Months } \end{gathered}$ | $\begin{gathered} 48 \\ \text { Months } \end{gathered}$ | $\begin{gathered} 60 \\ \text { Months } \end{gathered}$ |
| 100 Mbps Port | EYQEX | \$624.00 | \$600.00 | \$390.00 | \$366.00 | \$345.00 |

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| Rate Table ASE-CPC-MONTH: AT\&T Switched Ethernet Service (TCAL) - Customer Port Connection (Basic Port) - 12, 24, 36, 48 and 60 Months - Charge |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Customer Port Connection | USOC | 12 <br> Months | 24 Months | 36 <br> Months | 48 <br> Months | 60 <br> Months |
| 1 Gbps Port | EYQFX | \$960.00 | \$920.00 | \$600.00 | \$590.00 | \$580.00 |
| 10 Gbps Port | EYQGX | \$8,000.00 | \$7,600.00 | \$4,500.00 | \$3,900.00 | \$3,450.00 |

## P-5.2. Class of Service Committed Information Rate

## P-5.2.1. Rate Table ASE-COS-NRC: AT\&T Switched Ethernet Service (TCAL) - Class of Service Committed Information Rate - Nonrecurring Charge

Section Effective Date: 31-Mar-2015

| Rate Table ASE-COS-NRC: AT\&T Switched Ethernet Service (TCAL) - Class of Service Committed |  |
| :--- | :--- | :--- |
| Information Rate - Nonrecurring Charge |  |

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| Rate Table ASE-COS-NRC: AT\&T Switched Ethernet Service (TCAL) - Class of Service Committed |
| :--- | :---: | :---: |
| Information Rate - Nonrecurring Charge |

P-5.2.2. Rate Table ASE-COS-MTM: AT\&T Switched Ethernet Service (TCAL) — Class of Service Committed Information Rate - Term Extension MTM Charges

Section Effective Date: 21-Jul-2021

| Rate Table ASE-COS-MTM: AT\&T Switched Ethernet Service (TCAL) - Class of Service Committed Information Rate - Term Extension MTM - Charges |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| CIR | USOC | Real Time | Interactive | Business Critical High | Business Critical Medium | Non-Critical High |
| 2 Mbps | R6E2X | \$920.00 | \$860.00 | \$830.00 | \$800.00 | \$740.00 |
| 4 Mbps | R6E4X | \$940.00 | \$880.00 | \$850.00 | \$820.00 | \$760.00 |
| 5 Mbps | R6EAX | \$1,000.00 | \$940.00 | \$910.00 | \$880.00 | \$820.00 |
| 8 Mbps | R6E8X | \$1,020.00 | \$960.00 | \$930.00 | \$900.00 | \$840.00 |
| 10 Mbps | R6EBX | \$1,076.00 | \$1,016.00 | \$986.00 | \$956.00 | \$896.00 |
| 20 Mbps | R6EDX | \$1,504.00 | \$1,304.00 | \$1,180.00 | \$1,056.00 | \$1,008.00 |
| 50 Mbps | R6EHX | \$1,672.00 | \$1,448.00 | \$1,332.00 | \$1,216.00 | \$1,160.00 |
| 100 Mbps | R6ELX | \$1,896.00 | \$1,648.00 | \$1,536.00 | \$1,424.00 | \$1,360.00 |
| 150 Mbps | R6ENX | \$2,416.00 | \$2,096.00 | \$1,864.00 | \$1,632.00 | \$1,552.00 |
| 250 Mbps | R6EQX | \$2,680.00 | \$2,328.00 | \$2,100.00 | \$1,872.00 | \$1,784.00 |
| 400 Mbps | R6ESX | \$2,940.00 | \$2,556.00 | \$2,320.00 | \$2,088.00 | \$1,992.00 |
| 500 Mbps | R6ETX | \$3,112.00 | \$2,704.00 | \$2,468.00 | \$2,232.00 | \$2,128.00 |
| 600 Mbps | R6EUX | \$3,544.00 | \$3,080.00 | \$2,848.00 | \$2,616.00 | \$2,488.00 |
| $\begin{gathered} 1,000 \\ \text { Mbps } \end{gathered}$ | R6EZX | \$4,032.00 | \$3,504.00 | \$3,272.00 | \$3,040.00 | \$2,888.00 |

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| Rate Table ASE-COS-MTM: AT\&T Switched Ethernet Service (TCAL) - Class of Service Committed <br> Information Rate - Term Extension MTM - Charges |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| CIR | USOC | Real Time | Interactive | Business Critical - <br> High | Business Critical - <br> Medium | Non-Critical - <br> High |  |
| 2,000 <br> Mbps | R61BX | $\$ 5,694.00$ | $\$ 5,327.00$ | $\$ 5,149.00$ | $\$ 4,970.00$ | $\$ 4,728.00$ |  |
| 2,500 <br> Mbps | R61CX | $\$ 6,834.00$ | $\$ 6,382.00$ | $\$ 6,170.00$ | $\$ 5,958.00$ | $\$ 5,664.00$ |  |
| 4,000 <br> Mbps | R61FX | $\$ 8,066.00$ | $\$ 7,539.00$ | $\$ 7,290.00$ | $\$ 7,040.00$ | $\$ 6,688.00$ |  |
| 5,000 <br> Mbps | R61HX | $\$ 9,487.00$ | $\$ 8,866.00$ | $\$ 8,574.00$ | $\$ 8,282.00$ | $\$ 7,872.00$ |  |
| 7,500 <br> Mbps | R61NX | $\$ 12,462.00$ | $\$ 11,642.00$ | $\$ 11,257.00$ | $\$ 10,871.00$ | $\$ 10,328.00$ |  |
| 9,500 <br> Mbps | R61RX | $\$ 14,834.00$ | $\$ 13,854.00$ | $\$ 13,398.00$ | $\$ 12,942.00$ | $\$ 12,296.00$ |  |
| 10,000 <br> Mbps | R61SX | $\$ 15,417.00$ | $\$ 14,410.00$ | $\$ 13,934.00$ | $\$ 13,459.00$ | $\$ 12,792.00$ |  |

P-5.2.3. Rate Table ASE-COS-12MNTH: AT\&T Switched Ethernet Service (TCAL) - Class of Service Committed Information Rate - 12 Months - Charge

Section Effective Date: 01-Sep-2016

| Rate Table ASE-COS-12MNTH: AT\&T Switched Ethernet Service (TCAL) - Class of Service Committed Information Rate - 12 Months - Charge |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| CIR | USOC | Real Time | Interactive | Business Critical High | Business Critical Medium | Non-Critical High |
| 2 Mbps | R6E2X | \$920.00 | \$860.00 | \$830.00 | \$800.00 | \$740.00 |
| 4 Mbps | R6E4X | \$940.00 | \$880.00 | \$850.00 | \$820.00 | \$760.00 |
| 5 Mbps | R6EAX | \$1,000.00 | \$940.00 | \$910.00 | \$880.00 | \$820.00 |
| 8 Mbps | R6E8X | \$1,020.00 | \$960.00 | \$930.00 | \$900.00 | \$840.00 |
| 10 Mbps | R6EBX | \$1,076.00 | \$1,016.00 | \$986.00 | \$956.00 | \$896.00 |
| 20 Mbps | R6EDX | \$1,504.00 | \$1,304.00 | \$1,180.00 | \$1,056.00 | \$1,008.00 |
| 50 Mbps | R6EHX | \$1,672.00 | \$1,448.00 | \$1,332.00 | \$1,216.00 | \$1,160.00 |
| 100 Mbps | R6ELX | \$1,896.00 | \$1,648.00 | \$1,536.00 | \$1,424.00 | \$1,360.00 |

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| Rate Table ASE-COS-12MNTH: AT\&T Switched Ethernet Service (TCAL) - Class of Service Committed Information Rate - 12 Months - Charge |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| CIR | USOC | Real Time | Interactive | Business Critical High | Business Critical Medium | Non-Critical High |
| 150 Mbps | R6ENX | \$2,416.00 | \$2,096.00 | \$1,864.00 | \$1,632.00 | \$1,552.00 |
| 250 Mbps | R6EQX | \$2,680.00 | \$2,328.00 | \$2,100.00 | \$1,872.00 | \$1,784.00 |
| 400 Mbps | R6ESX | \$2,940.00 | \$2,556.00 | \$2,320.00 | \$2,088.00 | \$1,992.00 |
| 500 Mbps | R6ETX | \$3,112.00 | \$2,704.00 | \$2,468.00 | \$2,232.00 | \$2,128.00 |
| 600 Mbps | R6EUX | \$3,544.00 | \$3,080.00 | \$2,848.00 | \$2,616.00 | \$2,488.00 |
| $\begin{aligned} & 1,000 \\ & \text { Mbps } \end{aligned}$ | R6EZX | \$4,032.00 | \$3,504.00 | \$3,272.00 | \$3,040.00 | \$2,888.00 |
| $\begin{gathered} 2,000 \\ \text { Mbps } \end{gathered}$ | R61BX | \$5,694.00 | \$5,327.00 | \$5,149.00 | \$4,970.00 | \$4,728.00 |
| $\begin{aligned} & 2,500 \\ & \text { Mbps } \end{aligned}$ | R61CX | \$6,834.00 | \$6,382.00 | \$6,170.00 | \$5,958.00 | \$5,664.00 |
| $\begin{gathered} 4,000 \\ \text { Mbps } \end{gathered}$ | R61FX | \$8,066.00 | \$7,539.00 | \$7,290.00 | \$7,040.00 | \$6,688.00 |
| $\begin{gathered} 5,000 \\ \text { Mbps } \end{gathered}$ | R61HX | \$9,487.00 | \$8,866.00 | \$8,574.00 | \$8,282.00 | \$7,872.00 |
| $\begin{aligned} & 7,500 \\ & \text { Mbps } \end{aligned}$ | R61NX | \$12,462.00 | \$11,642.00 | \$11,257.00 | \$10,871.00 | \$10,328.00 |
| $\begin{aligned} & 9,500 \\ & \text { Mbps } \end{aligned}$ | R61RX | \$14,834.00 | \$13,854.00 | \$13,398.00 | \$12,942.00 | \$12,296.00 |
| $\begin{array}{r} 10,000 \\ \text { Mbps } \end{array}$ | R61SX | \$15,417.00 | \$14,410.00 | \$13,934.00 | \$13,459.00 | \$12,792.00 |

## P-5.2.4. Rate Table ASE-COS-24MNTH: AT\&T Switched Ethernet Service (TCAL) - Class of Service Committed Information Rate - 24 Months - Charge

Section Effective Date: 01-Sep-2016

\left.| Rate Table ASE-COS-24MNTH: AT\&T Switched Ethernet Service (TCAL) - Class of Service |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Committed Information Rate - 24 Months - Charge |  |  |  |  |  |  |$\right]$

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| Rate Table ASE-COS-24MNTH: AT\&T Switched Ethernet Service (TCAL) - Class of Service Committed Information Rate - 24 Months - Charge |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| CIR | USOC | Real Time | Interactive | Business Critical High | Business Critical Medium | Non-Critical High |
| 4 Mbps | R6E4X | \$440.00 | \$416.00 | \$364.00 | \$312.00 | \$296.00 |
| 5 Mbps | R6EAX | \$520.00 | \$488.00 | \$444.00 | \$400.00 | \$372.00 |
| 8 Mbps | R6E8X | \$600.00 | \$560.00 | \$524.00 | \$488.00 | \$456.00 |
| 10 Mbps | R6EBX | \$808.00 | \$752.00 | \$664.00 | \$576.00 | \$536.00 |
| 20 Mbps | R6EDX | \$1,040.00 | \$968.00 | \$880.00 | \$792.00 | \$740.00 |
| 50 Mbps | R6EHX | \$1,168.00 | \$1,080.00 | \$992.00 | \$904.00 | \$844.00 |
| 100 Mbps | R6ELX | \$1,320.00 | \$1,232.00 | \$1,144.00 | \$1,056.00 | \$984.00 |
| 150 Mbps | R6ENX | \$1,507.00 | \$1,397.00 | \$1,342.00 | \$1,330.00 | \$1,195.00 |
| 250 Mbps | R6EQX | \$1,950.00 | \$1,815.00 | \$1,632.00 | \$1,450.00 | \$1,345.00 |
| 400 Mbps | R6ESX | \$2,105.00 | \$1,955.00 | \$1,775.00 | \$1,595.00 | \$1,485.00 |
| 500 Mbps | R6ETX | \$2,198.00 | \$2,045.00 | \$1,868.00 | \$1,689.00 | \$1,572.00 |
| 600 Mbps | R6EUX | \$2,480.00 | \$2,312.00 | \$2,136.00 | \$1,960.00 | \$1,824.00 |
| $\begin{aligned} & 1,000 \\ & \text { Mbps } \end{aligned}$ | R6EZX | \$2,808.00 | \$2,624.00 | \$2,400.00 | \$2,272.00 | \$2,112.00 |
| $\begin{array}{\|l\|} \hline 2,000 \\ \text { Mbps } \end{array}$ | R61BX | \$4,840.00 | \$4,528.00 | \$4,376.00 | \$4,224.00 | \$3,936.00 |
| $\begin{aligned} & 2,500 \\ & \text { Mbps } \end{aligned}$ | R61CX | \$5,808.00 | \$5,424.00 | \$5,244.00 | \$5,064.00 | \$4,720.00 |
| $\begin{gathered} 4,000 \\ \text { Mbps } \end{gathered}$ | R61FX | \$6,856.00 | \$6,408.00 | \$6,196.00 | \$5,984.00 | \$5,576.00 |
| $\begin{gathered} 5,000 \\ \text { Mbps } \end{gathered}$ | R61HX | \$8,064.00 | \$7,536.00 | \$7,288.00 | \$7,040.00 | \$6,560.00 |
| $\begin{aligned} & 7,500 \\ & \text { Mbps } \end{aligned}$ | R61NX | \$10,592.00 | \$9,896.00 | \$9,568.00 | \$9,240.00 | \$8,612.00 |
| $\begin{gathered} 9,500 \\ \text { Mbps } \end{gathered}$ | R61RX | \$12,608.00 | \$11,776.00 | \$11,388.00 | \$11,000.00 | \$10,252.00 |
| $\begin{array}{r} 10,000 \\ \text { Mbps } \end{array}$ | R61SX | \$13,104.00 | \$12,248.00 | \$11,844.00 | \$11,440.00 | \$10,660.00 |

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## P-5.2.5. Rate Table ASE-COS-36MNTH: AT\&T Switched Ethernet Service (TCAL) - Class of Service Committed Information Rate - 36 Months - Charge

Section Effective Date: 16-Dec-2016

| Rate Table ASE-COS-36MNTH: AT\&T Switched Ethernet Service (TCAL) - Class of Service Committed Information Rate - $\mathbf{3 6}$ Months - Charge |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| CIR | USOC | Real Time | Interactive | Business Critical High | Business Critical Medium | Non-Critical High |
| 2 Mbps | R6E2X | \$312.00 | \$288.00 | \$245.00 | \$204.00 | \$197.00 |
| 4 Mbps | R6E4X | \$345.00 | \$320.00 | \$282.00 | \$242.00 | \$235.00 |
| 5 Mbps | R6EAX | \$382.00 | \$356.00 | \$318.00 | \$280.00 | \$268.00 |
| 8 Mbps | R6E8X | \$408.00 | \$381.00 | \$357.00 | \$330.00 | \$318.00 |
| 10 Mbps | R6EBX | \$546.00 | \$510.00 | \$450.00 | \$390.00 | \$372.00 |
| 20 Mbps | R6EDX | \$708.00 | \$660.00 | \$600.00 | \$540.00 | \$516.00 |
| 50 Mbps | R6EHX | \$792.00 | \$735.00 | \$675.00 | \$615.00 | \$588.00 |
| 100 Mbps | R6ELX | \$900.00 | \$840.00 | \$780.00 | \$720.00 | \$684.00 |
| 150 Mbps | R6ENX | \$980.00 | \$915.00 | \$1,016.00 | \$838.00 | \$797.00 |
| 250 Mbps | R6EQX | \$1,285.00 | \$1,195.00 | \$1,075.00 | \$955.00 | \$910.00 |
| 400 Mbps | R6ESX | \$1,398.00 | \$1,302.00 | \$1,182.00 | \$1,062.00 | \$1,011.00 |
| 500 Mbps | R6ETX | \$1,482.00 | \$1,380.00 | \$1,474.00 | \$1,140.00 | \$1,086.00 |
| 600 Mbps | R6EUX | \$1,686.00 | \$1,575.00 | \$1,574.00 | \$1,335.00 | \$1,272.00 |
| $\begin{aligned} & 1,000 \\ & \text { Mbps } \end{aligned}$ | R6EZX | \$1,914.00 | \$1,785.00 | \$2,300.00 | \$1,545.00 | \$1,470.00 |
| $\begin{gathered} 2,000 \\ \text { Mbps } \end{gathered}$ | R61BX | \$3,300.00 | \$3,084.00 | \$2,982.00 | \$2,880.00 | \$2,736.00 |
| $\begin{gathered} 2,500 \\ \text { Mbps } \end{gathered}$ | R61CX | \$3,960.00 | \$3,696.00 | \$3,573.00 | \$3,450.00 | \$3,282.00 |
| $\begin{gathered} 4,000 \\ \text { Mbps } \end{gathered}$ | R61FX | \$4,674.00 | \$4,368.00 | \$4,224.00 | \$4,080.00 | \$3,876.00 |
| $\begin{gathered} 5,000 \\ \text { Mbps } \end{gathered}$ | R61HX | \$5,496.00 | \$5,136.00 | \$4,968.00 | \$4,800.00 | \$4,560.00 |

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| Rate Table ASE-COS-36MNTH: AT\&T Switched Ethernet Service (TCAL) - Class of Service Committed Information Rate - $\mathbf{3 6}$ Months - Charge |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| CIR | USOC | Real Time | Interactive | Business Critical High | Business Critical Medium | Non-Critical High |
| $\begin{array}{\|c} \hline 7,500 \\ \text { Mbps } \end{array}$ | R61NX | \$7,218.00 | \$6,744.00 | \$6,522.00 | \$6,300.00 | \$5,988.00 |
| $\begin{gathered} 9,500 \\ \text { Mbps } \end{gathered}$ | R61RX | \$8,592.00 | \$8,028.00 | \$7,764.00 | \$7,500.00 | \$7,128.00 |
| $\begin{array}{r} 10,000 \\ \text { Mbps } \end{array}$ | R61SX | \$8,934.00 | \$8,346.00 | \$8,073.00 | \$7,800.00 | \$7,410.00 |

## P-5.2.6. Rate Table ASE-COS-48MNTH: AT\&T Switched Ethernet Service (TCAL) - Class of Service Committed Information Rate - 48 Months - Charge

Section Effective Date: 01-Sep-2016

| Rate Table ASE-COS-48MNTH: AT\&T Switched Ethernet Service (TCAL) - Class of Service Committed Information Rate - 48 Months - Charge |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| CIR | USOC | Real Time | Interactive | Business Critical High | Business Critical Medium | Non-Critical High |
| 2 Mbps | R6E2X | \$312.00 | \$288.00 | \$245.00 | \$204.00 | \$197.00 |
| 4 Mbps | R6E4X | \$345.00 | \$320.00 | \$282.00 | \$242.00 | \$235.00 |
| 5 Mbps | R6EAX | \$382.00 | \$356.00 | \$318.00 | \$280.00 | \$268.00 |
| 8 Mbps | R6E8X | \$408.00 | \$381.00 | \$357.00 | \$330.00 | \$318.00 |
| 10 Mbps | R6EBX | \$546.00 | \$510.00 | \$450.00 | \$390.00 | \$372.00 |
| 20 Mbps | R6EDX | \$708.00 | \$660.00 | \$600.00 | \$540.00 | \$516.00 |
| 50 Mbps | R6EHX | \$792.00 | \$735.00 | \$675.00 | \$615.00 | \$588.00 |
| 100 Mbps | R6ELX | \$900.00 | \$840.00 | \$780.00 | \$720.00 | \$684.00 |
| 150 Mbps | R6ENX | \$980.00 | \$915.00 | \$1,016.00 | \$838.00 | \$797.00 |
| 250 Mbps | R6EQX | \$1,285.00 | \$1,195.00 | \$1,075.00 | \$955.00 | \$910.00 |
| 400 Mbps | R6ESX | \$1,398.00 | \$1,302.00 | \$1,182.00 | \$1,062.00 | \$1,011.00 |
| 500 Mbps | R6ETX | \$1,482.00 | \$1,380.00 | \$1,474.00 | \$1,140.00 | \$1,086.00 |

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| Rate Table ASE-COS-48MNTH: AT\&T Switched Ethernet Service (TCAL) - Class of Service |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Committed Information Rate - 48 Months - Charge |  |

## P-5.2.7. Rate Table ASE-COS-60MNTH: AT\&T Switched Ethernet Service (TCAL) - Class of Service Committed Information Rate - 60 Months - Charge

Section Effective Date: 01-Sep-2016

\left.| Rate Table ASE-COS-60MNTH: AT\&T Switched Ethernet Service (TCAL) - Class of Service |  |  |  |  |  |  |
| :--- | :---: | :---: | :---: | :---: | :---: | :---: |
| Committed Information Rate - 60 Months - Charge |  |  |  |  |  |  |$\right]$

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| Rate Table ASE-COS-60MNTH: AT\&T Switched Ethernet Service (TCAL) - Class of Service Committed Information Rate - $\mathbf{6 0}$ Months - Charge |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| CIR | USOC | Real Time | Interactive | Business Critical High | Business Critical Medium | Non-Critical High |
| 50 Mbps | R6EHX | \$792.00 | \$735.00 | \$675.00 | \$615.00 | \$588.00 |
| 100 Mbps | R6ELX | \$900.00 | \$840.00 | \$780.00 | \$720.00 | \$684.00 |
| 150 Mbps | R6ENX | \$980.00 | \$915.00 | \$1,016.00 | \$838.00 | \$797.00 |
| 250 Mbps | R6EQX | \$1,285.00 | \$1,195.00 | \$1,075.00 | \$955.00 | \$910.00 |
| 400 Mbps | R6ESX | \$1,398.00 | \$1,302.00 | \$1,182.00 | \$1,062.00 | \$1,011.00 |
| 500 Mbps | R6ETX | \$1,482.00 | \$1,380.00 | \$1,474.00 | \$1,140.00 | \$1,086.00 |
| 600 Mbps | R6EUX | \$1,686.00 | \$1,575.00 | \$1,574.00 | \$1,335.00 | \$1,272.00 |
| $\begin{gathered} 1,000 \\ \text { Mbps } \end{gathered}$ | R6EZX | \$1,914.00 | \$1,785.00 | \$2,300.00 | \$1,545.00 | \$1,470.00 |
| $\begin{gathered} 2,000 \\ \text { Mbps } \end{gathered}$ | R61BX | \$3,300.00 | \$3,084.00 | \$2,982.00 | \$2,880.00 | \$2,736.00 |
| $\begin{gathered} 2,500 \\ \text { Mbps } \end{gathered}$ | R61CX | \$3,960.00 | \$3,696.00 | \$3,573.00 | \$3,450.00 | \$3,282.00 |
| $\begin{gathered} 4,000 \\ \text { Mbps } \end{gathered}$ | R61FX | \$4,674.00 | \$4,368.00 | \$4,224.00 | \$4,080.00 | \$3,876.00 |
| $\begin{gathered} 5,000 \\ \text { Mbps } \end{gathered}$ | R61HX | \$5,496.00 | \$5,136.00 | \$4,968.00 | \$4,800.00 | \$4,560.00 |
| $\begin{aligned} & 7,500 \\ & \text { Mbps } \end{aligned}$ | R61NX | \$7,218.00 | \$6,744.00 | \$6,522.00 | \$6,300.00 | \$5,988.00 |
| $\begin{gathered} 9,500 \\ \text { Mbps } \end{gathered}$ | R61RX | \$8,592.00 | \$8,028.00 | \$7,764.00 | \$7,500.00 | \$7,128.00 |
| $\begin{array}{r} 10,000 \\ \text { Mbps } \end{array}$ | R61SX | \$8,934.00 | \$8,346.00 | \$8,073.00 | \$7,800.00 | \$7,410.00 |

## P-6. Optional Features

## P-6.1. Additional MAC Addresses

## P-6.1.1. Rate Table ASE-MACA-CHR: AT\&T Switched Ethernet Service (TCAL) Additional MAC Addresses - Charge

Section Effective Date: 31-Mar-2015

| Rate Table ASE-MACA-CHR: AT\&T Switched Ethernet Service (TCAL) - Additional MAC Addresses <br> - Charge |  |  |  |
| :--- | :---: | :---: | :---: |
| Description | USOC | Monthly Charge* | Nonrecurring Charge* |
| Per Port | M2CBX | $\$ 5.00$ | $\$ 70.00$ |
| Notes: <br> $*$ | A nonrecurring charge and monthly charge applies, per port, for increasing the MAC address <br> limit to 500 MAC addresses per Multipoint EVC. |  |  |

## P-6.2. Regenerator

P-6.2.1. Rate Table ASE-REGEN-NMTM: AT\&T Switched Ethernet Service (TCAL) — Regenerator - Nonrecurring and Term Extension MTM - Charges

Section Effective Date: 21-Jul-2021

| Rate Table ASE-REGEN-NMTM: AT\&T Switched Ethernet Service (TCAL) - Regenerator - <br> Nonrecurring and Term Extension MTM - Charges |  |  |  |
| :--- | :---: | :---: | :---: |
| Regenerator - per port | USOC | Nonrecurring Charge | Term Extension MTM - Charge |
| 100 Mbps | EYQHX | $\$ 250.00$ | $\$ 3,250.00$ |
| 1 Gbps | EYQJX | $\$ 250.00$ | $\$ 3,250.00$ |
| 10 Gbps | EYQKX | $\$ 1,500.00$ | $\$ 6,000.00$ |

P-6.2.2. Rate Table ASE-REGEN-C: AT\&T Switched Ethernet Service (TCAL) -
Regenerator - Per Port - 12, 24, 36, 48, and 60 Months - Charge Regenerator - Per Port - 12, 24, 36, 48, and 60 Months - Charge

Section Effective Date: 31-Mar-2015

| Rate Table ASE-REGEN-C: AT\&T Switched Ethernet Service (TCAL) - Regenerator - Per Port - 12, |  |  |  |  |  |  |  |  |
| :--- | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 24, 36, 48 and $\mathbf{6 0}$ Months |  |  |  |  |  |  |  |  |$]$

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AT\&T Business Service Guide
AT\&T Switched Ethernet Service (TCAL)

| Rate Table ASE-REGEN-C: AT\&T Switched Ethernet Service (TCAL) - Regenerator - Per Port - 12, 24, 36, 48 and 60 Months |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Description | USOC | 12 <br> Months | 24 <br> Months | 36 <br> Months | 48 <br> Months | 60 <br> Months |
| 10 Gbps | EYQKX | \$6,000.00 | \$4,800.00 | \$4,400.00 | \$4,200.00 | \$3,900.00 |

## P-6.3. Enhanced Multicast

## P-6.3.1. Rate Table ASE-EM-MRCAC: AT\&T Switched Ethernet Service (TCAL) Enhanced Multicast - Monthly and Administrative - Charges

Section Effective Date: 31-Mar-2015

| Rate Table ASE-EM-MRCAC: AT\&T Switched Ethernet Service (TCAL) - Enhanced Multicast Monthly and Administrative Charges |  |  |
| :---: | :---: | :---: |
| Description | Monthly Charge* | Administrative Charge** |
| Per Port** | \$140.00 | \$51.00 |
| Notes: <br> USOC: EY7AE - Applies to each port provisioned with this feature. <br> USOC: ORCMX - Applies for adding or removing the Enhanced Multicast Feature on an existing port. |  |  |

## P-7. Testing, Additional Engineering, and Additional Labor

## $P-7.1$. Testing

## P-7.1.1. Rate Table TS-ACAT: Testing - Additional Cooperative Acceptance Testing (ACAT) - Per Technician

Section Effective Date: 15-Mar-2017

\left.| Rate Table TS-ACAT: Testing - Additional Cooperative Acceptance Testing (ACAT) - Per |  |  |  |
| :--- | :---: | :---: | :---: |
| Technician |  |  |  |$\right]$

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P-7.1.2. Rate Table TS-NST: Testing - Nonscheduled Testing (NST) — Per Technician
Section Effective Date: 15-Mar-2017

| Rate Table TS-NST: Testing - Nonscheduled Testing (NST) - Per Technician |  |  |  |
| :--- | :---: | :---: | :---: |

## P-7.2. Additional Engineering

P-7.2.1. Rate Table ADDENG-CHR: Additional Engineering — Per Technician
Section Effective Date: 06-Jan-2017

| Rate Table ADDENG-CHR: Additional Engineering - Per Technician |  |  |  |  |
| :--- | :---: | :---: | :---: | :---: |
| Testing <br> Period | USOC | First Half Hour or Fraction <br> Thereof | Each Additional Half Hour or Fraction |  |
| Thereof |  |  |  |  |$|$| Basic Time | AEH |
| :--- | :--- |

## P-7.3. Additional Labor

## P-7.3.1. Rate Table ADDLAB-CHR: Additional Labor - Per Technician

Section Effective Date: 06-Jan-2017

| Rate Table ADDLAB-CHR: Additional Labor - Per Technician |  |  |  |
| :--- | :---: | :---: | :---: |
| Installation | USOC Hour or Fraction Thereof | Half Hour or Fraction Thereof |  |
| Overtime | ALH | $\$ 250.00$ | $\$ 100.00$ |
| Premium Time | ALH | $\$ 300.00$ | $\$ 250.00$ |

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## P-7.3.2. Rate Table TSMA-OLAB: Testing and Maintenance with Other Service Providers or Other Labor - Per Technician

Section Effective Date: 06-Jan-2017

| Rate Table TSMA-OLAB: Testing and Maintenance with Other Service Providers or Other Labor - <br> Per Technician |  |  |  |
| :--- | :---: | :---: | :---: |
| Testing Period | USOC | Hour or Fraction Thereof | Half Hour or Fraction Thereof |
| Basic Time | ALK | $\$ 85.00$ | $\$ 55.00$ |
| Overtime | ALK | $\$ 100.00$ | $\$ 80.00$ |
| Premium Time | ALK | $\$ 110.00$ | $\$ 90.00$ |

## P-7.3.3. Rate Table STANBY-CHR: Stand By — Per Technician

Section Effective Date: 06-Jan-2017

| Rate Table STANBY-CHR: Stand By - Per Technician |  |  |  |
| :--- | :---: | :---: | :---: |
|  |  |  |  |
| Testing Period | USOC | First Quarter Hour | Each Additional Half Hour or Fraction Thereof |
| Basic Time | ALT | $\$ 0.00$ | $\$ 115.00$ |
| Overtime | ALT | $\$ 0.00$ | $\$ 140.00$ |
| Premium Time | ALT | $\$ 0.00$ | $\$ 170.00$ |

## P-8. Billing

## P-8.1. General

Section Effective Date: 31-Mar-2015
Bills for AT\&T Switched Ethernet Service are rendered for each Access Customer Name Abbreviation (ACNA), by Customer type (assess or local), by bill period and by Revenue Accounting Office (RAO). Both a primary bill and a secondary bill are available to the Customer.

Primary and secondary bills are transmitted to the Customer's designated billing address according to the type of media selected by the Customer.

## Primary Bill

The primary bill is provided in paper format.

## Secondary Bill

At the Customer's request, a secondary bill, in addition to the Customer's primary bill, will be provided.

The secondary bill will contain the same detail billing data as a primary bill and may be requested in paper format:
Up to 19 (nineteen) additional copies of the secondary bill may be requested and each copy may utilize a different billing address. The billing address selected by the Customer for secondary bills may be different from, or the same as, the billing address selected for the Customer's primary bill.

## P-8.2. Billing Information

## P-8.2.1. Rate Table ASE-BI-NRC: AT\&T Switched Ethernet Service (TCAL) - Billing Change Charge - Nonrecurring Charge

Section Effective Date: 31-Mar-2015

| Rate Table ASE-BI-NRC: AT\&T Switched Ethernet Service (TCAL) - Billing Change Charge - <br> Nonrecurring Charge |  |
| :---: | :---: |
| Description | Nonrecurring Charge |
| Billing Change Charge RAO, per ACNA, per Customer Type, per Billing Period | $\$ 7.25$ |

## P-8.2.2. Rate Table ASE-BI-SBNRC: AT\&T Switched Ethernet Service (TCAL) Secondary Bill - Nonrecurring Charge

Section Effective Date: 31-Mar-2015

| Rate Table ASE-BI-SBNRC: AT\&T Switched Ethernet Service (TCAL) - Secondary Bill - |  |
| :---: | :---: | :---: |
| Nonrecurring Charge |  |$|$| Description | USOC | Nonrecurring Charge |
| :---: | :---: | :---: |
| Secondary Bill - paper (per page) | WCP1X | $\$ 0.0325$ |

## P-8.3. Standard Billing Periods

Section Effective Date: 31-Mar-2015
Standard bill periods for AT\&T Switched Ethernet Service are on the 5th, 15th and 25th of the Month.

The Customer has the option to select a bill period other than the standard bill periods listed above.

## P-8.3.1. Rate Table ASE-SEBP-CHR: AT\&T Switched Ethernet Service (TCAL) - Change of Bill Period Charge - Nonrecurring Charge

Section Effective Date: 31-Mar-2015

| Rate Table ASE-SEBP-CHR: AT\&T Switched Ethernet Service (TCAL) - Change of Bill Period <br> Charge - Nonrecurring Charge |  |  |
| :---: | :---: | :---: |
| Description | USOC | Nonrecurring Charge |
| Change of AT\&T Switched Ethernet Bill Period | NRBCH | $\$ 44.00$ |

## P-9. Cancellation Charge

## P-9.1. Rate Table ASE-CC-PPC: AT\&T Switched Ethernet Service (TCAL) - Cancellation Charge - Per Port Connection

Section Effective Date: 25-Nov-2015

| Rate Table ASE-CC-PPC: AT\&T Switched Ethernet Service (TCAL) - Cancellation Charge - Per <br> Port Connection |  |  |
| :--- | :---: | :---: |
| Cancellation Date - Calendar Days after Receipt of Order | USOC | Cancellation Charge <br> (Per Port Connection) |
| $0-10$ | NRFSC | $\$ 0.00$ |
| $11-30$ | NRFSD | $\$ 0.00$ |
| $31-60$ | NRFSE | $\$ 2,000.00$ |
| $61+$ | NRFSF | $\$ 3,000.00$ |

## P-10. Design Change Charge

## P-10.1. Rate Table ASE-DESCHG-CHR: AT\&T Switched Ethernet Service (TCAL) — Design Change Charge - Nonrecurring Charge

Section Effective Date: 01-Aug-2015

| Rate Table ASE-DESCHG-CHR: AT\&T Switched Ethernet Service (TCAL) - Design Change Charge - |  |  |
| :--- | :---: | :---: |
| Nonrecurring Charge |  |  |
| (TC |  |  |
| Description | USOC | Nonrecurring Charge |
| Design Change Charge | H28 | $\$ 58.00$ |
| Administrative Charge (per order) | ORCMX | $\$ 51.00$ |

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## P-11. Service Date Change Charge/Dispatch Charge

## P-11.1. Rate Table SDCDC-CHR: Service Date Change Charge/Dispatch Charge Nonrecurring Charge

Section Effective Date: 15-Mar-2017

| Rate Table SDCDC-CHR: Service Date Change Charge/Dispatch Charge - Non-Recurring Charge |  |  |  |
| :--- | :---: | :---: | :---: |
| Description | USOC | Non-Recurring Charge |  |
| Service Date Change Charge | OMC | $\$ 26.50$ |  |
| Service Date Change Dispatch Charge | VT6DN | $\$ 200.00$ |  |


|  | Service Measurement |  |
| :--- | :---: | :---: |
| Catency (one-way) | Jitter |  |
| Real Time | 5 ms | 3 ms |
| Interactive | 13 ms | 10 ms |
| Business Critical - High | 20 ms | $\mathrm{~N} / \mathrm{A}$ |
| Business Critical - Medium | 30 ms | $\mathrm{~N} / \mathrm{A}$ |

Packet Delivery Rate (PDR)

| $99.995 \%$ |
| :---: |
| $99.95 \%$ |
| $99.9 \%$ |
| $99.9 \%$ |

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

| Company Name: AT\&T | Company Contact: |
| ---: | ---: |
| Contact Phone: $630-217-3958$ | Contact Email: dk6756@att.com |

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

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

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

| Recipient | Donor | Description (e.g. cash, type of item, in- <br> 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 <br> or will be having contact with county officers or employees in <br> relation to the contract or bid | Telephone | Email |
| :--- | :--- | :--- |
|  |  |  |
|  |  |  |
|  |  |  |

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

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

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

The full text for the county's ethics and procurement policies and ordinances are available at:
https://www.dupageco.org/CountyBoard/Policies/
I hereby acknowledge that I have received, have read, and understand these requirements.


Title
Date
Sales Director

$$
2-6-2023
$$

[^2]AMENDMENT TO COUNTY CONTRACT 3866-0001 SERV ISSUED TO TELCOM INNOVATIONS GROUP LLC FOR HARDWARE, SOFTWARE, SOFTWARE MAINTENANCE, AND LABOR TO REPLACE THE COUNTY PHONE SYSTEM AND<br>TO PROVIDE SOFTWARE ASSURANCE AND SUPPORT FOR INFORMATION TECHNOLOGY (INCREASE ENCUMBRANCE \$21,475.50, 1.76\%)

WHEREAS, County Contract 3866-0001 SERV was approved by the Technology Committee on May 14, 2019; and

WHEREAS, the Technology Committee recommends changes as stated in the Change Order Notice to County Contract 3866-0001 SERV, issued to Telcom Innovations Group LLC, for the procurement of hardware, software, software maintenance, and labor to replace the County phone system and to provide software assurance and support, for Information Technology, to increase the contract amount to add software licensing and assurance in order to meet the increased headcount in the Public Defender and State's Attorney's Offices and increase the contract by $\$ 21,475.50$ resulting in an amended contract total of $\$ 1,239,448.30$, an increase of 1.76\%.

NOW, THEREFORE BE IT RESOLVED, that the County Board adopt the Change Order Notice to County Contract 3866-0001 SERV, issued to Telcom Innovations Group LLC, for the procurement of hardware, software, software maintenance, and labor to replace the County phone system and to provide software assurance and support for Information Technology, to increase the contract amount to add software licensing and assurance in order to meet the increased headcount in the Public Defender and State's Attorney's Offices and increase the contract by $\$ 21,475.50$ resulting in an amended contract total of $\$ 1,239,448.30$, an increase of 1.76\%.

Enacted and approved this 14th day of March, 2023, at Wheaton, Illinois.
$\qquad$

Request for Change Order
Procurement Services Division
Date:
Mar 1, 2023
Attach copies of all prior Change Orders

| Date: | Mar 1, 2023 |
| ---: | ---: |
|  | 23-1001 |


(A) Were not reasonably foreseeable at the time the contract was signed.
$\boxtimes$ (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.


## DECISION MEMO REQUIRED

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


## 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: | Mar 1, 2023 |
| ---: | ---: | ---: |
| MinuteTraq (IQM2) ID \#: | $23-1001$ |

Department Requisition \#:

| Requesting Department: IT | Department Contact: Joe Bulaga |
| :---: | :---: |
| Contact Email: Joseph.Bulaga@dupageco.org | Contact Phone: 630-407-5151 |
| Vendor Name: Telcom Innovations Group LLC | Vendor \#: 12123 |

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.
To increase the PO by $\$ 21,475.50^{* *}$ to add software licensing and assurance.
**Increase Line 8 by \$1,540.50.
${ }^{* *}$ Create a new line for software licensing (1000-1110-53806) in the amount of \$19,935.00 in FY2023.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.
There is a requirement to increase telephone licenses ensuring we are positioned to meet the increased headcount expected in the Public Defender and State's Attorney's offices. Additionally, there will be a need for additional phones in the new Animal Services building and other departments across the campus.

## Strategic Impact

Customer Service
Select one of the six strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.

This phone system was installed in 2019 to improve call flow and call routing capabilities, making a more favorable and pleasant experience for constituents when contacting the County.

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

This PO was originally selected using RFP \#18-220-IT.

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

1) Do not increase our licensing, which would leave some staff without telephone lines to communicate with their customers and colleagues.
2) Staff recommends increasing our licensing and software assurance to insure all staff have access to a telephone line.

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.

Quote Prepared for:
Joe Bulaga (630) 407-5151

Du Page County Admin.
421 N. County Farm Road
Wheaton, IL 60187-3978 U.S.A.

| Qty. | Description | UOM | Sell | Total |
| :---: | :---: | :---: | :---: | :---: |
| 25 | UCCv4 Entry User for Enterprise x1 | EA | \$135.00 | \$3,375.00 |
| 2 | UCCv4.0 STND User for Enterprise x50 | EA | \$8,280.00 | \$16,560.00 |
| 25 | SWA Std 1y UCC Entry MiVB | EA | \$8.82 | \$220.50 |
| 100 | SWA Std 1y UCC Std MiVB | EA | \$13.20 | \$1,320.00 |
|  |  |  | Item Total: | \$21,475.50 |
|  |  |  | Total: | \$21,475.50 |

All orders over $\$ 5,000.00$ may require a deposit.
Valid until this date
unless otherwise noted.

## Notes:

Add UCC Standard and Entry licenses.
Labor billed T\&M.

Confirm Preference: TIG Installed
To be shipped
Check here for Credit Card Purchase


Name and number for TIG to contact for Credit Card information:

Name:
Phone Number:

All credit card purchases are subject to a 3\% fee at time of purchase. For security reasons do not place CC number on quote. A TIG representative will call the contact shown. Visa,

MasterCard and Discover accepted.

## Approved by:

Date: $\qquad$

Telcom Innovations Group, LLC Confidential and Proprietary Information

## Quote Prepared for:

Joe Bulaga (630) 407-5151

Du Page County Admin.
421 N. County Farm Road
Wheaton, IL 60187-3978 U.S.A.

## Prepared by: Randy Borchardt <br> rborchardt@ask-tig.com

Account No.: 760
Phone: (630) 407-6500
Qty. $\quad$ Description UOM Sell $\quad$ Total

## PRICING ON THIS QUOTE IS GOOD FOR 30 DAYS

## PRICING ON THIS QUOTE IS SUBJECT TO CHANGE DUE TO US GOVERNMENT TARIFFS

## ANY ADDITIONAL SOFTWARE ADDS WILL INCUR ADDITIONAL SOFTWARE ASSURANCE CHARGES

Sourcewell\# 022719-MBS

Excludes applicable sales tax, labor, shipping \& handling and trip charge. All parts carry a 90 day warranty.
Any SWA allowed to lapse will be subject to a Mitel re-enlist penalty.

All Labor is subject to current TIG trip charges.

T \& M Labor Rates
Labor to be billed at $\$ 155.00$ per hour regular time and $\$ 232.50$ per hour overtime for Standard Telephony.
Labor to be billed at $\$ 210.00$ per hour regular time and $\$ 315.00$ per hour overtime for Professional Services.

Maintenance Labor Rates
Labor to be billed at $\$ 145.00$ per hour regular time and $\$ 217.50$ per hour overtime for Standard Telephony.
Labor to be billed at $\$ 200.00$ per hour regular time and $\$ 300.00$ per hour overtime for Professional Services.

Labor Rate Notice:
Regular time $=$ M-F $8 \mathrm{am}-5 \mathrm{pm}$
Overtime $=$ M-F $6 \mathrm{am}-8 \mathrm{am}$ and $5 \mathrm{pm}-10 \mathrm{pm}$; Saturday through 5pm (straight time X 1.5 will be charged.)
Double time = Any hours not listed in Regular or Overtime definitions above (straight time X 2.0 will be charged)

Due to labor agreements, all weekday overtime charges commence at 5 PM . Overtime billing will continue through the work's completion. Weekend labor will be billed from the time the technician arrives until the time they leave. All overtime labor will be charged a portal-to-portal trip fee of $\$ 225.00$ for each time a technician is requested on site. All remote labor will be billed in accordance with this policy, the trip fee will only be charged if the technician is dispatched.

Note: For all digital carrier circuits (T-1, PRI \& BRI), TIG will guarantee that all of the required PBX hardware and software will be installed, programmed and tested by the providers due date. TIG cannot guarantee any services provided from third parties or their performance in delivering those services. Any failure of third party providers may result in additional charges from TIG.

CUSTOMER PROVIDED SERVERS: All customer-provided servers will comply with manufacturer server specifications and minimally meet the specifications provided to you by your TIG Account Executive. All hardware, operating system and application software (SQL, Excel, Internet Explorer, etc.) required will be assembled, preloaded and tested prior to being shipped to TIG. Any labor required to bring any customer-provided equipment up to application specifications will be billed on an hourly basis at TIG's Professional Services labor rate.

Quote Prepared for:
Joe Bulaga (630) 407-5151

Du Page County Admin.
421 N. County Farm Road
Wheaton, IL 60187-3978 U.S.A.

Prepared by: Randy Borchardt
rborchardt@ask-tig.com
Account No.: 760
Phone: (630) 407-6500

Qty. $\quad$ Description $\quad$ UOM $\quad$ Sell |  |
| :--- | :--- |

## UPGRADES:

The pricing provided includes manufacturer incentives which require the return of certain system components. These components must be returned to TIG within 2 weeks for the proposed pricing to be held. In the event the parts are not returned to TIG within two weeks, TIG will invoice the amount of the incentive back to the customer.

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

| Company Name: Telcom Innovations Group LLC | Company Contact: Joe Splinter |
| :---: | :--- |
| Contact Phone: $630-616-4220$ | Contact Email: jsplinter@ask-tig.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

| Add <br> Line <br>  <br> $\times$ | Recipient | Donor | Description (e.g. cash, type of item, in- <br> 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 <br> or will be having contact with county officers or employees in <br> 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. Authoried signaure Signature on File

| Printed Name |  |
| :--- | :--- | :--- |
| Title | Joseph C. Splinter |
| Date | Controller |
| $02 / 13 / 2023$ |  |

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

## AWARDING RESOLUTION <br> JOINT PURCHASING AGREEMENT ISSUED TO <br> INSIGHT PUBLIC SECTOR <br> FOR LAPTOPS, DESKTOPS, MONITORS, AND DOCKING STATIONS <br> FOR INFORMATION TECHNOLOGY <br> (CONTRACT TOTAL AMOUNT \$133,650.00)

WHEREAS, the County of DuPage by virtue of its power set forth in the Counties Code (55 ILCS 5/11001 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 laptops, desktops, monitors, and docking stations; and

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and the OMNIA Partners IT Products and Services Contract \#4400006644, the County of DuPage will contract with Insight Public Sector; and

WHEREAS the Technology Committee recommends County Board approval for the issuance of a contract to Insight Public Sector, for laptops, desktops, monitors, and docking stations, for the period of March 14, 2023 through March 14, 2024, for Information Technology .

NOW, THEREFORE BE IT RESOLVED, that County contract, covering said for laptops, desktops, monitors, and docking, for the period of March 14, 2023 through March 14, 2024, for Information Technology, be, and it is hereby approved for issuance of a contract by the Procurement Division to Insight Public Sector, 6820 Harl Avenue, Tempe, AZ 85283-4318, for a contract total amount not to exceed $\$ 133,650.00$, per contract pursuant to the OMNIA Partners IT Products and Services Contract \#4400006644.

Enacted and approved this 14th day of March, 2023, at Wheaton, Illinois.
$\qquad$

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

| SECTION 1: DESCRIPTION |  |  |  |
| :---: | :---: | :---: | :---: |
| General Tracking |  | Contract Terms |  |
| $\begin{array}{\|l\|} \hline \text { FILE ID\#: } \\ 23-1024 \end{array}$ | RFP, BID, QUOTE OR RENEWAL\#: BID | INITIAL TERM WITH RENEWALS: 1 YR + 1 X 1 YR TERM PERIOD | INITIAL TERM TOTAL COST: $\$ 133,650.00$ |
| COMMITTEE: <br> TECHNOLOGY | TARGET COMMITTEE DATE: $03 / 14 / 2023$ | PROMPT FOR RENEWAL: <br> 3 MONTHS | CONTRACT TOTAL COST WITH ALL RENEWALS: $\$ 133,650.00$ |
|  | CURRENT TERM TOTAL COST: $\$ 133,650.00$ | MAX LENGTH WITH ALL RENEWALS: ONE YEAR | CURRENT TERM PERIOD: INITIAL TERM |
| Vendor Information |  | Department Information |  |
| VENDOR: <br> Insight Public Sector | VENDOR \#: 10809 | DEPT: <br> Information Technology | DEPT CONTACT NAME: Shanita Thompson |
| VENDOR CONTACT: <br> Nicole Olivera | VENDOR CONTACT PHONE: 630-295-7300 | DEPT CONTACT PHONE \#: 630-407-5023 | DEPT CONTACT EMAIL: <br> Shanita.Thompson@dupageco.org |
| VENDOR CONTACT EMAIL: <br> Nicole.Olivera@insight.com | VENDOR WEBSITE: insight.com | DEPT REQ \#: |  |
| Overview |  |  |  |
| DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Purchase laptops, desktops, docks, and monitors to replace current equipment that is reaching end of life. Equipment is being purchased using the Omnia Partners IT Products \& Services Cooperative Agreement \#400006644 for a total cost of $\$ 133,650$. Procurement recommended that we use a cooperative contract instead of going out to bid, so staff obtained quotes from three vendors using the COOP, and Insight was the lowest. |  |  |  |
| JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished <br> This is for the replacement of older laptops, desktops, docks, and monitors and will improve performance and remove outdated, failing equipment across County Departments. Many items have become out of warranty and are difficult to maintain. Procurement recommended that we use a cooperative contract instead of going out to bid, so staff obtained quotes from three vendors using the COOP, and Insight was the lowest. |  |  |  |


|  | 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 <br> 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. <br> FINANCIAL PLANNING |
| :--- | :--- |
| SOURCE SELECTION | Describe method used to select source. <br> Omnia Partners IT Products \& Services Cooperative Agreement \#400006644. Procurement recommended that we use a <br> cooperative contract instead of going out to bid, so staff obtained quotes from three vendors using the COOP, and Insight was <br> the lowest. |
| RECOMMENDATION <br> AND <br> TWO <br> ALTERNATIVES | Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including <br> status quo, (i.e., take no action). |
| 1) Do not replace current equipment that is out of warranty and difficult to maintain. <br> 2) Staff recommends approving this purchase so staff is able to continue their work effectively with equipment that will improve <br> their performance and remove outdated, failing equipment. |  |


| 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 <br> UNIQUE FEATURES | Describe the product or services that are not available from other vendors. Explain necessary and unique features or <br> services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be <br> 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 <br> 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 <br> services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted. |


| SECTION 5: Purchase Requisition Information |  |  |  |
| :---: | :---: | :---: | :---: |
| Send Purchase Order To: |  | Send Invoices To: |  |
| Vendor: Insight Public Sector Inc. | $\begin{array}{\|l\|} \hline \text { Vendor\#: } \\ 10809 \end{array}$ | Dept: <br> Information Technology | Division: |
| Attn: <br> Nicole Olivera | Email: <br> Nicole.Olivera@insight.com | Attn: <br> Sarah Godzicki | Email: <br> Sarah.Godzicki@dupageco.org |
| Address: <br> 6820 Harl Ave. | City: <br> Tempe | Address: <br> 421 N. County Farm Road | City: <br> Wheaton |
| State: <br> AZ | $\begin{array}{\|l\|} \hline \text { Zip: } \\ 85283-4318 \end{array}$ | State: <br> Illinois | $\begin{array}{\|l\|} \hline \text { Zip: } \\ 60187 \end{array}$ |
| Phone: 630-295-7300 | Fax: | Phone: 630-407-5000 | $\begin{array}{\|l\|} \hline \text { Fax: } \\ 630-407-5001 \end{array}$ |
| Send Payments To: |  | Ship to: |  |
| Vendor: <br> Same as Above | Vendor\#: $10809$ | Dept: Information Technology | Division: <br> IT Operations |
| Attn: | Email: | Attn: <br> Shanita Thompson | Email: <br> Shanita.Thompson@dupageco.org |
| Address: | City: | Address: <br> 421 N. County Farm Road | City: <br> Wheaton |
| State: | Zip: | State: <br> Illinois | Zip: <br> 60187 |
| Phone: | Fax: | Phone: 630-407-5023 | $\begin{array}{\|l\|} \hline \text { Fax: } \\ 630-407-5001 \end{array}$ |
| Shipping |  | Contract Dates |  |
| Payment Terms: PER 50 ILCS 505/1 | FOB: <br> Destination | Contract Start Date (PO25): <br> Mar 14, 2023 | Contract End Date (PO25): <br> Mar 14, 2024 |
| Contract Administrator (PO25): Shanita Thompson |  |  |  |


| Purchase Requisition Line Details |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| LN | Qty | UOM | Item Detail (Product \#) | Description | FY | Company | AU | Acct Code | Sub-Accts/ Activity Code | Unit Price |  | Extension |
| 1 | 30 | EA | MFG Part 683J9UT\#ABA | HP EliteDesk 800 G6, 16GB RAM i5, 10th Generation: | FY23 | 1000 | 1110 | 52100 |  | 922.00 |  | 27,660.00 |
| 2 | 45 | EA | MFG Part: <br> 6C1Z3UT\#ABA | HP EliteBook 840 G9 Notebook, 512 GB; 16GB Ram, i7 12th Generation; touchscreen | FY23 | 1000 | 1110 | 52100 |  | 1,478.00 |  | 66,510.00 |
| 3 | 155 | EA | MFG Part: UM.QB7AA. 00 3 | Acer B247Y Monitor: 23.8" 16:9 - Full HD Maximum Resolution $1920 \times 1080$ | FY23 | 1000 | 1110 | 52100 |  | 139.00 |  | 21,545.00 |
| 4 | 10 | EA | $\begin{aligned} & \text { FG Part: } \\ & \text { 72C71AA\#ABA } \end{aligned}$ | HP USB-C Dock G5 - Essential: MUSB-C, HDMI, 2x DP, GigE. 65 watt | FY23 | 1000 | 1110 | 52100 |  | 147.00 |  | 1,470.00 |
| 5 | 55 | EA | MFG Part: UM.QB7AA. 00 3 | Acer B247Y Monitor: 23.8" 16:9 - Full HD Maximum Resolution $1920 \times 1080$ | FY23 | 1400 | 6120 | 52100 |  | 139.00 |  | 7,645.00 |
| 6 | 60 | EA | $\begin{aligned} & \text { FG Part: } \\ & \text { 72C71AA\#ABA } \end{aligned}$ | HP USB-C Dock G5 - Essential: MUSB-C, HDMI, $2 \times$ DP, GigE. 65 watt | FY23 | 1400 | 6120 | 52100 |  | 147.00 |  | 8,820.00 |
| FY is required, assure the correct FY is selected. |  |  |  |  |  |  |  |  |  | Requisition Total | \$ | 133,650.00 |


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

The following documents have been attached: $\square$ W-9 $\quad \square$ Vendor Ethics Disclosure Statement

INSIGHT PUBLIC SECTOR SLED 2701 E INSIGHT WAY
CHANDLER AZ 85286-1930
Tel: 800-467-4448

## SOLD-TO PARTY 10002733

DUPAGE COUNTY
421 N COUNTY FARM RD
WHEATON IL 60187-3978

SHIP-TO
DUPAGE COUNTY
421 N COUNTY FARM RD
WHEATON IL 60187-3978

## Quotation

| Quotation Number $: 0226009461$ |  |
| :--- | :--- |
| Document Date | $: 27-$ FEB-2023 |
| PO Number | $\vdots$ |
| PO release: | $\vdots$ |
| Sales Rep | $:$ Bob Erwin |
| Email | $:$ BOB ERWIN@INSIGHT.COM |
| Telephone | $:+14803667058$ |

We deliver according to the following terms:

| Payment Terms | $:$ Net 90 days |
| :--- | :--- |
| Ship Via | $:$ PERIMETER INTERNATIONAL/LTL |
| Terms of Delivery: | $:$ FOB DESTINATION |
| Currency | $:$ USD |

In order for Insight to accept Purchase Orders against this contract and honor the prices on this quote, your agency must be registered with OMNIA Partners Public Sector (formerly U.S. Communities).
Our sales teams would be happy to assist you with your registration. Please contact them for assistance -- the registration process takes less than five minutes.

| Material | Material Description | Quantity | Unit Price | Extended Price |
| :---: | :---: | :---: | :---: | :---: |
| 683J9UT\#ABA | HP EliteDesk 800 G6 - Wolf Pro Security - <br> mini desktop - Core i7 10700T 2 GHz - vPro - <br> 16 GB - SSD 512 GB - US - with HP Wolf Pro <br> Security Edition (1 year) <br> OMNIA PARTNERS IT PRODUCTS \& SERVICES(\# 4400006644) | 30 | 922.00 | 27,660.00 |
| 6C1Z3UT\#ABA | HP EliteBook 840 G9 Notebook - Wolf Pro <br> Security - 14" - Core i7 1255U - 16 GB RAM - <br> 512 GB SSD - US - with HP Wolf Pro Security <br> Edition (1 year) <br> OMNIA PARTNERS IT PRODUCTS \& SERVICES(\# 4400006644) | 45 | 1,478.00 | 66,510.00 |
| UM.QB7AA. 003 | Acer B247Y bmiprx - LED monitor - Full HD (1080p) - 23.8" <br> OMNIA PARTNERS IT PRODUCTS \& SERVICES(\# 4400006644) | 210 | 139.00 | 29,190.00 |
| 72C71AA\#ABA | HP USB-C Dock G5 - Essential - docking station - USB-C - HDMI, $2 \times$ DP - GigE OMNIA PARTNERS IT PRODUCTS \& SERVICES(\# 4400006644) | 70 | 147.00 | 10,290.00 |
|  |  | Product Subtotal TAX |  | $\begin{array}{r} 133,650.00 \\ 0.00 \end{array}$ |
|  |  | Total |  | 133,650.00 |

Quotation Number 226009461
Document Date 27-FEB-2023
Page 2 of 2

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,
Bob Erwin
+14803667058
BOB.ERWIN@INSIGHT.COM
OMNIA Partners (formerly U.S. Communities) IT Products, Services and Solutions Contract No. 4400006644
Insight Public Sector (IPS) is proud to be a contract holder for the OMNIA Partners Technology Products, Services \& Solutions Contract.

This competitively solicited contract is available to participating agencies of OMNIA Partners. OMNIA Partners assists local and state government agencies, school districts (K-12), higher education, and nonprofits in reducing the cost of purchased goods by pooling the purchasing power of public agencies nationwide. This is an optional use program with no minimum volume requirements and no cost to agencies to participate.

Thanks for choosing Insight!

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs. https://www.insight.com/terms-and-policies

## County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

FEB 232016

Insight Public Sector, Inc.
6820 South Harl Avenue
Tempe, Az 85283
Attention: Erica Falchetti
Reference: RFP 2000001701, Technology Products, Services, Solutions \& Related Products and Services

Dear Ms. Falchetti:

## Acceptance Agreement

Contract Number: 4400006644
This acceptance agreement signifies a contract award for Technology Products, Services, Solutions and Related Products and Services. The period of the contract shall be from May 1. $\underline{2016}$ through April 30, 2019, with four one-year renewal options or any combination of time equally not more than four years.

The contract award shall be in accordance with:

1) This Acceptance Agreement;
2) The Attached Memorandum of Negotiations.

Please note that this is not an order to proceed. A Purchase Order constituting your notice to proceed will be issued to your firm. Please provide your Insurance Certificate according to Section 17 of the Fairfax County Contract, within 10 days after receipt of this letter. All questions in regards to this contract shall be directed to the Contract Specialist, Lonnette Robinson, at 703-324-3281 or via e-mail at Lonnette.Robinson@fairfaxcounty.gov.

Sincerely,

## Signature on File

Cathy A. Mduse, CPPO
Director/County Purchasing Agent
*

## County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

## MEMORANDUM OF NEGOTIATIONS RFP2000001701

The County of Fairfax (hereinafter called the County) and Insight Public Sector, Inc., (hereinafter called the "Contractor") agree to the following negotiated issues. The issues listed below shall be part of any subsequent contract.
a. The County's Request for Proposal RFP2000001701 and all Addenda;
b. The Contractor's Technical and Cost Proposals dated September 21, 2015;
c. The Contractor's Functional Roles per Labor Category dated December 2, 2015
d. The Geographic Market Tiers dated 12/10/2015;
e. This Memorandum of Negotiation;
f. County purchase order;
g. Any amendments subsequently issued.

In addition, the County and the Contractor agree to the following:

1. Insight is awarded a contract for the following sections of the RFP:

- 3.1.1 Technology Products
- 3.1.2 Technology Services and Solutions
- 3.1.3 Cisco Products, Services and Solutions
- 3.1.4 HP Products, Services and Solutions
- 3.1.5 Dell Products, Services and Solutions
- 3.1.6 Panasonic Products, Services and Solutions
- 3.1.7 EMC ${ }^{2}$ Products, Services and Solutions
- 3.1.8 CommVault Products, Services and Solutions
- 3.1.9 Symantec Products, Services and Solutions
- 3.1.10 Veritas Products, Services and Solutions
- 3.1.11 VMWare Products, Services and Solutions
- 3.1.12 Apple Products, Services and Solutions
- 3.1.15 Microsoft Products, Services and Solutions
- 3.1.16 Citrix Products, Services and Solutions
- 3.1.17 NetApp Products, Services and Solutions
- 3.1.18 Related Products, Services and Solutions

2. Participating Public Agencies reserve the right to request pricing with both service pricing methodologies: Service Category Rates and Time and Material Rates.
3. Pricing discount for Cisco hardware/software is $36 \%$ off MSRP for both government and education. Discounts are minimum discounts.
4. Any discounts are minimum discounts and any rates are not-to-exceed rates.
5. Contractor will offer Public Agencies the lowest possible price for which they are eligible under any contract available to the customer through this contract award. Insight will check for lowest possible price when an order is placed.
6. Any End User License Agreements (EULA's) referenced in Contractor's proposal is not incorporated as a part of the contract.
7. The Lead Public Agency acknowledges for itself and on behalf of each Participating Public Agency electing to procure under the Master Agreement that it may be required to execute one or more applicable Contractor standard contract documents if and when it orders one or more technology product, service/solution. At the time that an order for a technology product, service/solution is placed by a Public Agency, the Public Agency will review the applicable standard contract documents) and, if acceptable to each particular Public Agency, complete and sign such documents). Contractor agrees and acknowledges that if and when an order for one or more technology product, service/solution is placed by Lead Public Agency, Contractor may be required to execute a Contract Addendum substantially in the form attached hereto as License Agreement Addendum.
8. In the event that additional third-party products are procured under the Contract, the Contractor agrees to provide a copy of any and all applicable third-party agreements for review by the County. The County reserves the right to negotiate the terms and conditions of the third-party agreements associated with the use of the third-party products prior to issuing the purchase order for additional products.
9. The parties agree that any Statement/Scope of Work (SOW) and/or Service Level Agreement will be subject to negotiations and will be binding upon the parties and set forth in a written amendment to the Contract signed by the County Purchasing Agent and the Contractor.

## ACCEPTED BY:

## Signature on File

Kenneth Lamneck, Chief Executive Officer
 Insight Public Sector, Inc.

## Signature on File

Cathy A. Muff, CPPO, Director


Department of Purchasing and Supply Management

## LICENSE AGREEMENT ADDENDUM

Fairfax County (hereinafter referred to as "the County") and Insight Public Sector, Inc. ("Supplier"), a business incorporated in Illinois, F.E.I.N. 36-3949000, having its principal place of business at 6820 S. Hart Ave., Tempe, Arizona 85283 are this day entering into a contract and, for their mutual convenience, the parties are using the standard form contracts provided by Supplier. This addendum, duly executed by the parties, is attached to and hereby made a part of Supplier's standard form contracts and together shall govem the use of anty and all Technology Product, Services and Solutions licensed by the County whether or not specifically reterenced in the order document.

As used herein, the term "contract" shall mean Supplier's standard form contract(s) and any and all exhibits and attachments thereto, and any additional terms and conditions incorporated or referenced therein. The term(s) "Customer," "You," and/or "you," as used in the contract(s), shall mean, as applicable, Fairfax County, or any of its officers, directors, agents or employees.

Supplier's standard form contracts are, with the exceptions noted herein, acceptable to the County. Nonetheless, because certain standard clauses that may appear in, or be incorporated by reference into, Supplier's standard form contract(s) cannot be accepted the County, and in consideration of the convenience of using those forms, and this form, without the necessity of specifically negotiating a separate contract dacument, the parties hereto specifically agree that, notwithstanding any provisions appearing in the attached Supplier's standard form contract(s), none of the following shall have any effect or be enforceable against the County or any of its officers, directors, employees or agents:

1. Requining the application of the law of any state other than the Commonwealth of Virginia in interpreting or enforcing the contract or requiring or permitting that any dispute under the contract be resolved in any court other than a circuit court of the Commonweatth of Virginia;
2. Requiring any total or partial compensation or payment for lost profit or liquidated damages by the County, or its officers, directors, employees or agents if the contract is terminated before its ordinary period;
3. Imposing any interest charge(s) contrary to that specified by § 2.2-4352 of the Code of Virginia;
4. Requiring the County to maintain any type of insurance either for the benefit of the County or for Supplier's beneft;
5. Granting Supplier a security interest in property of the County or the Commonwealth or any of their officers, directors, employees or agents;
6. Requiring the County or any of its officers, directors, employees or agents to indemnify or to hold harmless Supplier for any act or omission;
7. Limiting or adding to the time period within which claims can be made or actions can be brought (Reference Code of Virginia §8.01 et seq.);
8. Limiting selection and approval of counsel and approval of any settlement in any claim arising under the contract and in which the County or any of its officers, directors, employees or agents is a named party;
9. Binding the County or any of its officers, directors, employees or agents to any arbitration or to the decision of any arbitration board, commission, panel or other entity;
10. Obligating the County, or any of its officers, directors, employees or agents, to pay costs of collection or attorney's fees;
11. Requiring any dispute resolution procedure(s) other than those in accordance with the Fairfax County Purchasing Resolution and the Code of Virginia;
12. Permitting Supplier to access any County records or data, except pursuant to court order, or as required by law;
13. Permitting Supplier to use any information provided by the County except for Supplier's own internal administrative purposes, or as required by law;
14. Requiring the County to limit its rights or waive its remedies at law or in equity, including the right to a trial by jury; and
15. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned representative of the County to bestow or incur on behalf of the County.
16. Establishing a presumption of severe or irreparable harm to Supplier by the actions or inactions of the County;
17. Limiting the liability of Supplier for property damage or personal injury;
18. Permitting Supplier to assign, subcontract, delegate or otherwise convey the contract, or any of its rights and obligations thereunder, to any entity without the prior written consent the County except as follows: Supplier may assign all or any of its rights and obligations to a third party as a result of a merger or acquisition or sale of all or substantially all of its assets to such third party provided assignee agrees in writing to be bound by the terms and conditions set forth in the contract and provided such third party is a U.S.-based entity or maintains a registered agent and a certification of authority to do business in Virginia, or to an affiliate of Supplier, provided Supplier remains liable for affiliate's compliance with the terms and conditions set forth in this Contract;
19. Not complying with contractual provisions $1,8,10,11,12$, and 13 at the following URL, which are mandatory provisions, required by law or by the Fairfax County Purchasing Resolution, which are hereby incorporated by reference: http://www.fairfaxcounty.gov/purchasing/po/termsandcondition.htm.

The terms and conditions in documents posted to the aforereferenced URL are subject to change pursuant to action by the legislature of the Commonwealth of Virginia or a change in the Fairfax County Purchasing Resolution as adopted by the Fairfax County Board of Supervisors. Software Publisher is advised to check the URL periodically;
20. Not complying with the contractual claims provision of the Fairfax County Purchasing Resolution which is also incorporated by reference;
21. Enforcing the United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods. They are expressly disclaimed. UCITA shall apply to this contract only to the extent required by $\$ 59.1-501.15$ of the Code of Virginia;
22. Not complying with all applicable federal, state, and local laws, regulations, and ordinances;
23. Requiring that the County waive any immunity to which it is entitled by law,
24. Requiring that the County, which is tax exempt, be responsible for payment of any taxes, duties, or penalties;
25. Requiring or construing that any provision in this contract conveys any rights or interest in County data to Supplier;
26. Obligating the County beyond approved and appropriated funding. All payment obligations under this contract are subject appropriations by the Fairfax County Board of Supervisors for this purpose. In the event of non-appropriation of funds for the items under this contract, the County may terminate, in whole or in part, this contract or any order, for those goods or services for which funds have not been appropriated. This may extend to the renewal of maintenance services for only some of the licenses granted by Supplier. Written notice will be provided to the Supplier as soon as possible after legislative action is completed. There shall be no time limit for termination due to termination for lack of appropriations;
27. Permitting unilateral modification of the contract by Supplier;
28. Permitting unilateral termination by Supplier of the contract or the licenses granted thereunder, or permitting suspension of services by Supplier, except pursuant to an order from a court of competent jurisdiction, or as required by law;
29. Requiring or stating that the terms of the Supplier's standard form contract shall prevail over the terms of this addendum in the event of conflict;
30. Renewing or extending the contract beyond the initial term or automatically continuing the contract period from term to term;
31. Requiring that the contract be "accepted" or endorsed by the home office or by any other officer subsequent to execution by an official of the County before the contract is considered in effect,
32. Delaying the acceptance of the contract or its effective date beyond the date of execution;
33. Defining "perpetual" license rights to have any meaning other than license rights that exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of the contract;
34. Permitting modification or replacement of the contract pursuant to any new release, update or upgrade of Software or subsequent renewal of maintenance. If Supplier provides an update or upgrade subject to additional payment, the County shall have the right to reject such update or upgrade;
35. Requiring purchase of a new release, update, or upgrade of Software or subsequent renewal of maintenance in order for the County to receive or maintain the benefits of Supplier's indemnification of the County against any claims of infringement on any third-party intellectual property rights;
36. Prohibiting the County from transferring or assigning to any entity the contract or any license pursuant to the contract;
37. Granting Supplier or an agent of Software Publisher the right to audit or examine the books, records, or accounts of the County other than as may be required by law;

The parties further agree as follows:
38. Supplier warrants that it is the owner of the Software or otherwise has the right to grant to the County the license to use the Software granted hereunder without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.
39. Supplier agrees to indemnify, defend and hold harmless the County or its officers, directors, agents and employees ("County's Indemnified Parties") from and against any and all third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, fines, judgments, settlements, expenses (including attomeys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against the County's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any employee or subcontractor of Supplier, (ii) any act or omission of any employee or subcontractor of Supplier, (iii) breach of any representation, warranty or covenant of Supplier contained herein, (iv) any defect in the Software, or ( $v$ ) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Software. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to the County against whom the claim has been asserted. This indemnification provision shall supersede any infringement indemnification provision set forth Supplier's standard form contract(s). No limitation of liability provision included in the contract shall apply to Supplier's indemnification obligations under this paragraph.
40. The County shall not be required to maintain as confidential any information, data, or records that have not been properly designated as trade secret or proprietary information pursuant to Va . Code Ann. §2.2-4342(F) and are not otherwise exempted from the provisions of the Virginia Freedom of Information Act, Va. Code Ann. § 2.2-3700, et seq.
41. All information provided by the County pursuant to the contract shall be treated as confidential information and shall not be disclosed by Supplier, its employees, agents or subcontractors, except as specifically set forth in the contract documents. The County's confidential information shall include, but shall not be limited to: (a) Protected Health Information, as defined in HIPAA, which shall be subject to the County Business Associate Agreement, if applicable; and (b) any personally identifiable information included in information provided by the County.

Supplier shall indemnify and hold the County harmless including, its officers, trustees, employees, and agents, from any and all claims, penalties, fines, costs, liabilities or damages, including but not limited to reasonable attomey fees, incurred by the County as a direct result of the acts or omissions of Supplier, its employees, officials, agents, or subcontractors that cause a failure to maintain confidentiality of information as required under the contract and applicable law, including but not limited to breach of HIPAA requirements and unauthorized access to, or failure to maintain confidentiality of, personally identifiable information. Supplier will promptly provide notice to the County of any breach of security or confidentiality of information provided by the County and shall be responsible for actions required to cure such breach resulting from Supplier's action or inaction. This indemnity obligation is supplemental to any other indemnification obligation set forth in this Addendum. No limitation of liability provision included in the contract shall apply to Supplier's indemnification obligations under this paragraph.

This contract, consisting of this Fairfax County License Agreement Addendum and the Supplier's standard form contract and any and all exhibits and attachments thereto, and any additional terms and conditions incorporated or referenced therein, constitute the entire agreement between the parties and may not be waived or modified except by written agreement between the parties.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed as of the last date set forth below by the undersigned authorized representatives of the parties, intending thereby to be legally bound.

Insight Public Sector, Inc.
Signature on File
By:
(Signature)
Name: _Kenneth Lamneck
(Print)
Title: _Chief Executive Officer $\qquad$
Date: _2/8/2016 $\qquad$

Fairfax County
Signature on File
By:
(Signature)
Name: $\qquad$
(Print)
Title: Director/County Purchasing Agent
Date: $\qquad$

County of Fairfax, Virginia

## AMENDMENT

Date: 1/15/2021

## AMENDMENT NO. 5

CONTRACT TITLE: Technology Products, Services, Solutions, and Related Products and Services

CONTRACTOR Insight Public Sector, Inc. 6820 South Harl Avenue Tempe, AZ 85283

SUPPLIER CODE
1000000125

CONTRACT NO. 4400006644

By mutual agreement, Contract 4400006644 is amended to renew for two (2) years at existing prices, terms and conditions, effective May 1, 2021 through April 30, 2023.

Please provide a current Certification of Insurance (COI) in Accordance with the CONTRACT INSURANCE PROVISIONS within ten (10) days after receipt of the executed amendment.


Cathy A. Muse, CPPO
Director/County Purchasing Agent for

DISTRIBUTION:
Finance - Accounts Payable/e
Contract Specialist Supervisor- Jamie Pun
DIT - Tanesha Sherrod/e
DIT - Michelle Breckenridge/e
Omnia - deborah.bushnell@omniapartners.com

ACS Team 1 - Cynthia Parker Contractor - robert.crigler@insight.com terry.rasconPritchard@insight.com

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

Bid/Contract/PO \#:

| Company Name: Insight Public Sector, Inc. | Company Contact: Nicole Olivera |
| :---: | :---: |
| Contact Phone: $630-295-7300$ | Contact Email: nicole.olivera@insight.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- <br> 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 <br> or will be having contact with county officers or employees in <br> 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 Erica Falchetti
Title
Sr. SLED Market Leader
Date Mar 1, 2023

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

WHEREAS, True North Energy, LLC is the former owner of 7500 S. Lemont Road, Woodridge, Illinois (hereinafter referred to as SITE); and

WHEREAS, it has been determined that a portion of the soils and groundwater within the right-of-way owned by the County of DuPage (hereinafter referred to as COUNTY) along CH 9/Lemont Road and $\mathrm{CH} 33 / 75^{\text {th }}$ Street adjacent to the SITE is or may become contaminated; and

WHEREAS, True North Energy, LLC agrees in the Highway Authority Benefits Agreement (hereinafter referred to as AGREEMENT) that is attached hereto and incorporated herein by reference, to perform or pay for the removal of the contaminated soils or groundwater from the COUNTY right-of-way, should the COUNTY need to manage, remove or remediate the right-of-way area for purpose of work occurring within it; and

WHEREAS, the COUNTY agrees to limit access to soils and groundwater exceeding Tier 1 residential remediation objectives in its right-of-way adjacent to the SITE to be done by COUNTY permit with specific language on such permit as required by 35 IAC 742 Appendix D; and

WHEREAS, the AGREEMENT also provides for True North Energy, LLC to reimburse the COUNTY for fees and costs incurred by the COUNTY and billed to the APPLICANT on March 2, 2016, in the amount of $\$ 143,792.00$.

WHEREAS, by entering into the AGREEMENT, the COUNTY postpones disruption to traffic associated with the removal of the contaminated materials, until such time as work is to be performed on the right-of-way that requires the management, removal or remediation of the contaminated materials; and

WHEREAS, the COUNTY by virtue of its powers set forth in 55 ILCS 5/5-1005 and 35 Ill. Adm. Code 742.1020, is authorized to enter into said AGREEMENT; and

WHEREAS, it is in the best interest of the COUNTY to execute the attached AGREEMENT.

NOW, THEREFORE, BE IT ORDAINED by the County Board of DuPage County that the Clerk and Chair of said Board be and are hereby directed and authorized to execute said AGREEMENT and all exhibits to said AGREEMENT and any other documents related to said AGREEMENT with True North Energy, LLC; and

BE IT FURTHER RESOLVED that one copy of this ordinance and a duplicate original of the AGREEMENT be sent to True North Energy, LLC, by and through the DuPage County Division of Transportation.

Enacted and approved this $14^{\text {th }}$ day of March, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: $\qquad$
JEAN KACZMAREK, COUNTY CLERK

## HIGHWAY AUTHORITY BENEFITS AGREEMENT

This Highway Authority Benefits Agreement (Agreement) is entered into this day of February, 2023 by and between DuPage County, Illinois (County) and True North Energy, LLC (Applicant), a Delaware limited liability company, registered to do business in Illinois, as the former owner of the property and the owner and operator of the former underground storage tanks at the property located at 7500 S. Lemont Road, Woodridge, Illinois (intersection of CH 9/Lemont Road and CH 33/75th Street) in the County of DuPage, Illinois (County) as follows:

## 1. Definitions:

a. "Agreement" means this Highway Authority Benefits Agreement and all of its Exhibits. The use of the term "Agreement" in any of its grammatical forms is intended to inclusively reference the terms and conditions presented in this Highway Authority Benefits Agreement and all of its individual Exhibits which are incorporated herein as if set forth in the body of this Highway Authority Benefits Agreement, including but not limited to the Highway Authority Agreement and its Exhibits attached as Exhibits A and A-1 through A-6.
b. "Contaminants," whether or not capitalized and in any of its grammatical forms, means the following contaminants of concern and any related or derivative contaminants (which are the indicator contaminants for the release as determined by the Illinois Administrative Code): Benzene, Toluene, Ethylbenzene, and Total Xylenes (collectively "BTEX"); Methyl Tertiary Butyl Ether (MTBE). Soil is uncontaminated and, therefore not subject to Paragraph 4.e., only to the extent it is "uncontaminated soil" pursuant to 35 IAC 1100.605 ("Maximum Allowable Concentrations for Chemical Constituents in Uncontaminated Soils").
c. "County Representatives" whether or not capitalized and in any of its grammatical forms, means the following persons: County, individual members of the County Board, and any and all employees, agents, officers, or representatives of the County.
d. "Effective Date" means the date on which the County Board Chair, pursuant to Ordinance of the County Board, executes this Agreement.
e. "IAC" means Illinois Administrative Code.
f. "IEPA" or "Agency" means Illinois Environmental Protection Agency.
g. "IPCB" means Illinois Pollution Control Board.
h. "Remediation," whether or not capitalized and in any of its grammatical forms (e.g., remediating), means, as applies to clean-up or removal of

Contaminants from soil or groundwater located under an impermeable surface, that such soil and groundwater remaining under the impermeable surface will be in compliance with IPCB Tier II site-specific standards, pursuant to 35 IAC 742 as approved by IEPA; and, otherwise, if not located under an IEPA-approved impermeable surface or an IEPA-approved soil cap, will be in compliance with IPCB Tier 1 residential standards under 35 IAC 742 or applicable background standards as approved by IEPA and the County. Additionally, for those Contaminants for which there are no applicable standards under 35 IAC 742, then the Applicant shall propose, for County approval, a standard to utilize. For purposes of this Paragraph, the County shall not unreasonably withhold its approval for the standards proposed by the Applicant which have been approved by IEPA.
i. "ROW" means the right-of-way owned by the County at the location depicted in Exhibit A-1 attached to this Agreement, and includes both the roadway (surface and subsurface) and the parkways on either side of the roadway (whether or not fully identified on Exhibit A-1). Only the ROW is subject to this Agreement. The Exhibits to this Agreement, including but not limited to Exhibit A-1, are not surveyed plats and are an approximation of the actual property lines of the ROW encompassed under this Agreement; and, as such, boundaries shall be defined broadly to the benefit and protection of the County under this Agreement.
j. "Site" means the property with the street address and legal description as depicted on Exhibit B to this Agreement, and is the property on which the USTs /were formerly located. The Site was formerly owned and operated as a gasoline station by the Applicant. The Site was sold by Applicant on or around November 17, 2021, and is currently owned by person(s) other than and with no legal interest in the Applicant.
k. "UST" means underground storage tank.

1. "Work" means construction, reconstruction, improvement, repair, grading, excavation, demolition, maintenance and/or operation of, in, under, or on the ROW.

## 2. Applicant's Stipulations:

a. Applicant is remediating the Site through the Illinois Environmental Protection Agency's Leaking Underground Storage Tank (LUST) program, pursuant to Section 35 IAC 731,732, 734 or 742, as applicable.
b. Applicant is the former owner and operator of three 10,000-gallon USTs for unleaded gasoline, having been removed from the Site in September, 2021 under OSFM Permit 00972-2021 REM. Applicant has no knowledge of
additional USTs present at, in or under the Site at the time of this Agreement. Applicant is not the current owner of the Site.
c. The map and table, prepared by the Applicant and attached to this Agreement as Exhibits A-4 and A-6, show the Applicant's maximum estimated area of Contaminant impacted soils within the area of the Site and ROW at the time of the sampling identified in Exhibit A-6, and the applicable IPCB Tier 1 residential standards (under 35 Ill. Admin. Code Part 742). Highlighted on the map and table are those areas or samples that exceed the referenced Tier 1 standards.
d. The map and table, prepared by the Applicant and attached to this Agreement as Exhibits A-5 and A-6, show the Applicant's maximum estimated area of Contaminant impacted groundwater within the area of the Site and ROW at the time of the sampling identified in Exhibit A-6, and the applicable IPCB Tier 1 residential standards (under 35 Ill. Admin. Code. Part 742). Highlighted in bold font on Exhibit A-6 are samples that exceed the referenced Tier 1 standards.
e. Attached as Exhibits A-2 and A-3 to this Agreement, are maps prepared by the Applicant, showing the Applicant's predicted aerial extent of the Contamination, exceeding IPCB Tier 1 residential standards for soil and groundwater, respectively, at the Site and in the ROW at the time of this Agreement. The Applicant believes that Exhibits A-2 and A-3 show the predicted impact by Contaminants released from the Site. Exhibits A-2 through A-5 are intended to represent, on an aerial basis, only those portions of the Site and ROW that have, or are predicted by the Applicant to have, Contamination of groundwater and/or soil on, in or under it. As of the Effective Date of this Agreement, the Applicant has not yet submitted its Corrective Action Completion Report to IEPA. The Applicant agrees that if the estimated areas or predicted aerial extents of Contaminant-impacted soil or groundwater exceeding IPCB Tier 1 residential standards increase beyond the boundaries shown on the attached Exhibits A-2 through A-5, then the Applicant shall promptly seek an amendment of this Agreement to reflect the extended limits or boundaries of estimated areas or predicted aerial extents of Contamination, as applicable. This includes, but is not limited to, Exhibit E (an Exhibit not currently included in this Agreement providing for a potable well protection plan), if the changed extent of Contamination is within 200 feet of a potable well. The Applicant shall not utilize the provisions of Paragraphs 4.h, 4.i, or 4.k of this Agreement if it has not sought amendment from the County of this Agreement with the expanded extent of Contamination, as described above. For purposes of utilizing Exhibits A-2 through A-5 with Paragraph 4.i, the area included in the rebuttable presumption is the greater of the Contaminated plume areas identified on Exhibits A-2 through A-5, or within the maximum feet measurable from a sampling point to "uncontaminated soil" pursuant to 35 IAC 1100.605, as measured from any of the sampling points on the Exhibits.
f. The Illinois Emergency Management Agency has assigned incident numbers 20030287 and 20210782 to the releases at the Site.
g. The Applicant intends to request risk-based, site-specific groundwater and/or soil remediation objectives from the IEPA, pursuant to 35 IAC 742. Under the referenced regulations, the use of risk-based, site-specific remediation objectives in the ROW may allow the use of a Highway Authority Agreement, as an institutional control, as defined in 35 IAC 742.1020.
h. The Applicant hereby represents and warrants that it is a valid and existing Delaware limited liability company and is registered to do business and in good standing in the State of Illinois, and that the individual executing this Agreement has been duly authorized by the Applicant to act on its behalf and enter into this Agreement. Attached as Exhibit $\mathbf{G}$ is a document titled "Unanimous Action Of the Members Without A Meeting" provided by Applicant showing that the individual executing this Agreement on behalf of the Applicant is authorized to do so.

## 3. County's Stipulations:

a. The County holds a fee simple interest or, if the highway is a platted street, a dedication for highway purposes in the ROW.
b. The County has jurisdiction of the ROW and, through its requirement that a permit be obtained for access, the County exercises sole control over access to the groundwater and soil directly beneath the ROW, as accessed through the surface of the ROW.

## 4. The County and Applicant, iointly stipulate and agree as follows:

a. The parties agree to execute a "Highway Authority Agreement," in the form provided by 35 Ill. Adm. Code 742. Appx. D (2007). The Highway Authority Agreement entered into between the parties is attached hereto as Exhibit A. If the Highway Authority Agreement attached as Exhibit A is terminated or voided by IEPA, the Applicant may seek termination of this Agreement with the County, but in such circumstance this Agreement only terminates with written approval of the County and the County has no obligation and it is in its sole discretion to terminate this Agreement, unless the Highway Authority Agreement was terminated or voided by IEPA due to the County's breach of any obligation under the Highway Authority Agreement.
b. The Applicant intends to submit the Highway Authority Agreement (Exhibit A) to the IEPA for review and approval. The Highway Authority Agreement must be referenced in IEPA's "No Further Remediation Letter,"
should one be issued. The Applicant will request that the IEPA reference this Agreement in IEPA's "No Further Remediation Letter," should one be issued.
c. This Agreement and the Highway Authority Agreement attached as Exhibit A shall be null and void unless the Highway Authority Agreement and this Agreement are executed by the Chair of the County Board with an ordinance approving the execution of such agreements.
d. The County will have no obligation to notify the Applicant, including, but not limited to under Paragraph 4.e.ii, should the Applicant fail to obtain IEPA approval on the Highway Authority Agreement within the next one hundred and eighty (180) days of the Effective Date, unless both parties agree to extend the time, such agreement not to be unreasonably withheld. The Applicant's obligations to the County under this Agreement, including but not limited to the Applicant's obligation to reimburse and indemnify the County, however, remain unchanged.
e. Obligations Related to Contamination or Work in the ROW:
i. As the pavement in the ROW may be considered an engineered barrier, the Applicant agrees to reimburse the County within thirtydays of the Applicant's receipt of the County's request for payment in advance or reimbursement, for maintenance activities requested by Applicant in writing in order to maintain it as a barrier.
ii. To the extent the County or others using its property under permit or performing Work on its property pursuant to contract, come into contact with; or, for purposes of the Work, need to manage, move, remove, dispose, or remediate Contaminated soils or groundwater on, in, under or near the ROW; or, need to take actions to protect persons performing the Work from being exposed to the Contaminated soils or groundwater, the Applicant will reimburse the County for all reasonable fees and costs (one hundred percent, $100 \%$ ) incurred by the County, including but not limited to the cost of testing and disposal of any Contaminated soils or groundwater and any construction intended to prevent the re-contamination of any areas where contaminated soil or groundwater was removed, remediated, or managed. Said reimbursement shall be made within sixty (60) days after the Applicant receives from the County a written notice of the amount and access to the invoices. However, prior to taking actions to remove, move or remediate Contaminated soils or groundwater, unless there is an immediate threat to the health or safety of any individual, the environment or the public, or unless there is an immediate need to perform Work in order to maintain the flow of, use of, or traffic on the ROW due to an obstruction or structural condition of the roadway (including, but
not limited to buckling, heaving or cracking of the roadway surface or subsurface), the County will give the Applicant no less than one-hundred and twenty (120) days notice, that it intends to perform Work in the ROW that may involve the moving, removing or remediation of Contaminated soils and/or groundwater. During the period following such notice, the County and the Applicant will engage in a good faith, collaborative process in an attempt to arrive at a consensus approach to managing, removing, moving, disposing, or remediating the Contaminated soils and/or groundwater at, in, under or near the ROW. If agreeable to the County at the time of these good faith negotiations, the Applicant may be allowed to perform the agreed upon scope of work and will execute any required documentation (including, but not limited to permits, disposal contracts, or manifests) as the generator of the contaminated soils or groundwater, however, the Applicant remains subject to the County's laws, rules or ordinances and is required to obtain whatever permit(s) are required for such work. If, as a result of these negotiations, the County and the Applicant are unable to reach a consensus within thirty (30) days of the date of notice, then the County and the Applicant agree that the County will manage the work related to the Contaminated soils and/or groundwater and the Applicant will reimburse the County for all reasonable costs and fees pursuant to this Agreement. In the event where there is an immediate threat to the health or safety of any individual, the environment or the public, or an immediate need to perform Work in order to maintain the flow of, use of, or traffic on the ROW due to an obstruction or structural condition of the roadway (including, but not limited to buckling, heaving or cracking of the roadway surface or subsurface), the County has no notice obligation to the Applicant. The Applicant, upon request by the County, will execute any required documentation (including, but not limited to permits, disposal contracts, or manifests) as the generator of the contaminated soils or groundwater.
iii. Within sixty (60) days of the Effective Date, the Applicant shall deliver to the County a payment bond, in substantially the form and in the exact dollar amount as stated in Exhibit C, for use by the County in the event the Applicant fails to make any payments to the County as required by Paragraph 4. If the Applicant already has an existing payment bond in substantially the form of Exhibit C with the County, the Applicant may add the amount of the requirement in this Agreement to the existing payment bond, at its option.

Before seeking reimbursement under Exhibit C, the County shall give the Applicant written notice (in addition to the notice
referenced in Paragraph 4.e.ii.) and an opportunity to provide said payment within a thirty (30) day period following the date of the Applicant's receipt of this written notice. Any failure of the County to include documentation or access to documentation with respect to any notice under this Agreement does not invalidate that notice or breach this Agreement. The County shall not seek reimbursement under that portion of the payment bond where the payment has been disputed in writing by the Applicant, until such dispute is resolved.

If reimbursement is provided under the payment bond for any Highway Authority Benefits Agreement in effect between the County and the Applicant, the Applicant shall take the steps necessary to have the payment bond returned to the amount of the original payment bond.
iv. In further consideration for and assurance of performance of this Agreement, the Applicant agrees to the additional provisions contained in Exhibits A, A-1, A-2, A-3, A-4, A-5, A-6, B, C, G, and $\mathbf{H}$, which Exhibits are repeated and incorporated herein.
f. Defense and Indemnity:
i. The Applicant covenants and agrees to defend, indemnify and hold harmless the County, individual members of the County Board, and any and all employees, agents, officers, or representatives of the County (hereinafter collectively "County Representatives"), from and against all claims, suits, actions, administrative enforcement proceedings, losses, damages of all kinds, costs, expenses, fines and penalties, attorneys' fees and expenses of litigation, of any nature whatsoever, relating in any way directly or indirectly to this Agreement, any Contamination in, on or under the Site or ROW, and/or Contamination alleged or actually on or released or removed from the Site or ROW. This includes, but is not limited to, any condition or occurrence, or any release, discharge or emission at, onto, above, under, through or from the Site or ROW, and the County Representatives' or the Applicant's execution, performance, or non-performance of this Agreement. This includes, but is not limited to, any claims of injury to any person (including, but not limited to death) or property for violation of or non-compliance with any law, ordinance, rule or regulation (including without limitation any environmental, health, anti-trust, civil rights, employment or trade law, or statutory or common law obligation or liability). Unless otherwise directed in writing by the County, the Applicant shall, at its own cost and expense defend any such claim, suit, action or proceeding as
contemplated herein and pay all fees, costs, damages and other expenses arising therefrom; and if any judgment, decree, fine or penalty of any kind shall be entered or levied against one or more County Representatives in any such claim, suit, action or proceeding, the Applicant shall pay all fees, costs, damages and other amounts to discharge same. The County shall give reasonable notice of the service of any suit upon it to the Applicant, and shall give reasonable notice of any claim, action, administrative proceeding, loss or other damages. The Applicant shall not be responsible for indemnification of any injury or damage resulting from a County Representative's willful and wanton acts. The County and Applicant specifically agree that this Paragraph should be construed as a global defense and indemnity provision, (except as respects indemnification of willful and wanton acts of the County Representatives), and that it requires the Applicant to defend and indemnify the County Representatives even in circumstances which include allegations of the sole acts or omissions of the County Representatives, regardless of whether such allegations are groundless, false or fraudulent. Should the this global defense and indemnity be determined by a court to be invalid, then the invalid portion shall be severed from the valid obligations under this Paragraph, which should not be invalidated, and thereby still require the Applicant to defend and indemnify the County Representatives for acts or omissions of persons other than the County Representatives. In addition, nothing in this Agreement shall be construed as a waiver of any common law or statutory immunity the County Representatives may have to such liability. Paragraph 4.f. survives expiration or termination of this Agreement. Without limitation of any other causes of action or remedies available to the County, all obligations of the Applicant under this Paragraph 4.f.i. are subject to the limitations in Paragraph 4.h.
ii. Nothing contained herein shall be construed as prohibiting the County Representatives from defending, through the selection and use of their own agents, attorneys and experts, any claims, suits, actions, administrative enforcement proceedings, of any kind, which have been brought against them. Pursuant to Illinois law, ( 55 ILCS 5/3-9005), any attorney representing the County under this Paragraph is to be appointed by the State's Attorney. The County's participation in its defense shall not remove the Applicant's duty to indemnify, defend, and hold the County Representatives harmless as set forth above. Thus, any defense provided by the Applicant pursuant to Paragraph 4.f., must be with counsel chosen or approved by the County and properly appointed by law, in the County's sole discretion.
iii. Further, any defense and indemnity provided herein is independent of and shall not be limited by reason of the enumeration of any insurance coverage which the Applicant has obtained.
iv. Notwithstanding anything to the contrary contained in this Agreement, this Paragraph 4.f. does not contain an obligation of the Applicant for the defense and indemnity by the Applicant of the County's independent contractors as either an "agent" or "representative," but otherwise does not modify such obligation to the extent such obligation exists outside this Agreement.
g. This Agreement does not limit the County's ability to Work at, in, under, on, though, or near a ROW, roadway or highway, or the County's property; or, to allow others to use or Work on the ROW, roadway or highway, or the County's property. To that extent, the County reserves the right and the right of those using its property under permit, to remove Contaminated soil or groundwater above Tier 1 residential remediation objectives from the ROW and to dispose of them as they deem appropriate and not inconsistent with applicable environmental regulations.
h. Failure of the County to give any notice to the Applicant pursuant to this Agreement is not a violation or breach of this Agreement. However, if the Applicant is not given the one-hundred and twenty (120) day notice, pursuant to Paragraph 4.e.ii., the County may not seek reimbursement of its fees and costs from Applicant in an amount in excess of $\$ 236,500$. Any failure of the County to include documentation or access to documentation with a written notice does not invalidate that notice, breach this Agreement, or impose the limitation of this Paragraph or Paragraph 4.k.
i. For purposes of this Agreement, there is a rebuttable presumption that the Contamination at, on, and under the ROW is attributable to one or more releases of Contamination by and from or during the Applicant's or any of its predecessor's or related corporate entities' use, operation, or ownership of the Site or from the USTs and UST piping and pump systems owned and operated by the Applicant or its predecessors or related corporate entities' use. The Applicant shall not argue that Contamination, if any, is from former, other, or existing USTs other than those related to the IEMA release(s) identified in this Agreement to rebut this presumption. However, the Applicant may overcome the presumption by demonstrating that the Contamination is clearly identifiable as resulting from a release other than from, on, in, under or related to the Applicant's or its predecessors or related corporate entities' use, operation, or ownership of the Site or USTs, if:
i. identification of the Applicant's asserted "clearly identifiable" Contamination in an area other than those described in the aerial
extents of Contamination and tables attached as Exhibits A-2 through A-6; and
ii. sampling and analysis showing no overlap between the areas the Applicant asserts as "clearly identifiable" and the Contamination as shown by the Applicant on Exhibits A-2 through A-6. The Applicant shall obtain County permits, as applicable, for such sampling, and the County shall not unreasonably withhold such permits. The Applicant shall, at the time such samples are taken, provide the County with a minimum of ten (10) days notice and an opportunity to collect split samples at the County's expense; and
iii. the Applicant raises the issue of "clearly identifiable" Contamination with the County, within thirty (30) days following the date the one-hundred and twenty (120) day notice pursuant to Paragraph 4.e.ii. is sent to the Applicant. If the Applicant receives notice from the County pursuant to Paragraph 4.e.ii. and fails to timely raise this issue of "clearly identifiable" as provided above, the Applicant waives the "clearly identifiable" argument. If the County does not give notice to the Applicant pursuant to Paragraph 4.e.ii., then there is no waiver imposed by this Paragraph 4.i.iii.
j. Written notice(s) required pursuant to this Agreement, shall be sent to the following persons on behalf of the County and Applicant, respectively, by facsimile, overnight delivery (with signature release), or Certified Mail, return receipt requested:

For the County: DuPage County Division of Transportation
421 N. County Farm Road, Second Floor
Wheaton, Illinois 60187
Attention: County Engineer
and
DuPage County State's Attorney's Office
505 N. County Farm Road, Third Floor
Wheaton, Illinois 60187
Attn: Civil Division
For the Applicant: David P. Nye
True North Energy, LLC
10346 Brecksville Road
Brecksville, OH 44141
dnye@truenorth.org
k. In the event the County breaches this Agreement (including, but not limited to its Exhibits, for example, the Highway Authority Agreement), the Applicant's sole remedy is an action for damages. In addition, any and all damages against the County, its officers, employees, agents, attorneys or contractors, arising or alleging to arise out of a breach of this Agreement (including, but not limited to its Exhibits, for example, the Highway Authority Agreement), is limited to an aggregate, lifetime maximum of ten thousand dollars ( $\$ 10,000.00$ ). No other claim or allegation of a breach of this Agreement or its Exhibits is actionable in law or equity by Applicant against the County and the Applicant hereby releases the County, its agents, officers, employees, attorneys, contractors and successors, but specifically excluding the County's independent contractors, for and from any claim or cause of action it may have against them, other than as allowed by this Paragraph, arising under this Agreement, any Exhibit to this Agreement, or any law, regulation, ordinance, or rule, whether federal, state or local, governing or concerning the Contamination at, in, on, under, from or near the ROW or Site.

1. The Applicant shall take all measures necessary to protect human health (including worker safety) and the environment during and after any access to soil or groundwater in the ROW where the subject Highway Authority Agreement (Exhibit A) is in effect. To the fullest extent permitted by law and as provided in this Agreement, Applicant assumes all risk arising out of access or use of the ROW, including but not limited to any Work performed by Applicant, its employees, contractors, subcontractors of all tiers, representatives, agents, anyone directly or indirectly employed by any of them, any person or entity acting on behalf of any of them, anyone for whose acts or omissions any of them may be liable.
m. Subject to Paragraph 4.q., should the County convey, vacate or transfer jurisdiction of the ROW, all of the protections afforded by this Agreement, additionally, inure to the County's successor. In addition, the Applicant's sole cause of action against the County for an alleged breach of this Agreement, as described in Paragraphs 4.k., may be pursued by the Applicant against the County's successor in interest, without any increase of the aggregate, lifetime maximum of Ten-Thousand Dollars ( $\$ 10,000$ ) of Paragraph 4.k. (as it applies to the County and any successor collectively), unless such successor is the State of Illinois or any Illinois State agency, in which case the Applicant has no cause of action under this Agreement. The Applicant shall be responsible for notifying the IEPA of any transfer of jurisdiction of the ROW. The County will notify the Applicant of such a transfer, however, the County's failure to notify the Applicant is not a breach of this Agreement and does not entitle the Applicant to damages.
n. This Agreement is entered into by the County and Applicant, after negotiation and review by attorneys representing, separately, the County and the Applicant, in recognition of laws passed by the General Assembly and
regulations adopted by the IPCB which encourage a tiered-approach to remediating environmental contamination. Should any provisions of this Agreement be struck down as beyond the authority of the County, the remainder of this Agreement shall survive.
o. This Agreement shall continue in effect from the date of this Agreement until the IEPA has, upon written request by the Applicant and notice thereof to the County, amended the chain of title of the Site to reflect unencumbered use of the ROW. The Applicant shall make such request to IEPA upon either its own initiative or written request to the Applicant from the County.
p. The Applicant shall not assign or attempt to sublet this Agreement or any interest in this Agreement or any right or privilege appurtenant to this Agreement without first obtaining the County's written consent which consent shall not be unreasonably refused. The right to seek assignment or approval may occur only if: all payments to the County by the Applicant have been made, the Applicant is not otherwise in default in connection with obligations under this Agreement, and the assignment will be made to a person, in the County's determination, that is of a financially stable going concern. If the Applicant requests the County's consent to an assignment of this Agreement, the Applicant shall submit written notice containing at least the following information, plus any information required by the County's ordinance pertaining to such assignment request, should such an ordinance be in existence at the time of the request.
i. The name of the proposed assignee;
ii. The terms of the proposed assignment;
iii. The nature of business of the proposed assignee; and
iv. Information relating to the financial responsibility and general reputation of the proposed assignee that County may require.

In the event of the County's agreement to assignment or approval of a transfer, the proposed assignee or transferee shall agree to the following: to assume all obligations and duties of the Applicant under this Agreement and to be bound as an original party to this Agreement; and, to make any and all payments due under this Agreement and/or assignment to County as such payments become due.

Subject to the provisions of this Agreement limiting the right to assign or transfer and subject to the County's successors' execution of a Highway Authority Agreement in compliance with 35 Ill. Adm. Code 742, this Agreement shall be binding on and inure to the benefit of the parties and their heirs and successors. However, the Applicant shall remain primarily
responsible for all obligations and liabilities under this Agreement and for any approved assignment or transfer. Furthermore, in the event of an approved assignment, the Applicant shall remain primarily responsible for all obligations and liabilities of this Agreement, which accrue prior to or after the execution of any approved assignment. The County may require an additional written commitment from the assignee or guarantor of the assignee to assume and comply with the duties and obligations of this Agreement. The County shall not unreasonably withhold approval of a proposed assignment.
q. Any successors and assigns of either party to this Agreement must execute a Highway Authority Agreement in compliance with 35 Ill. Adm. Code 742 in order to obtain the benefit of this Agreement. However, if the Applicant or its assignee relies on the Highway Authority Agreement in the LUST program without obtaining assignee signatures (whether it is an assignee of the County or Applicant) on this Agreement, they jointly and severally oblige themselves to provide the benefits of this Agreement to the ROW owner.
r. This Agreement is for the sole benefit of the parties hereto and no other person or entity shall be entitled to rely upon or receive any benefit from this Agreement or any provision hereof, except, this Agreement does not interfere with IEPA's rights as respects the Highway Authority Agreement attached as Exhibit A.
s. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.
t. This Agreement and its Exhibits constitute the entire understanding of the parties hereto relating to the subject matter contained herein, and it does not, in any way, obviate the Applicant's obligation to comply with all applicable laws, ordinances, rules or regulations applicable to the Site.
u. The parties agree that any lawsuit filed concerning or relating to this Agreement shall be filed in the Circuit Court, DuPage County, Illinois and the Applicant submits to the jurisdiction of such Court.
v. To the extent the statute of limitations is found applicable, the Applicant agrees to toll the statute of limitations for any claim by DuPage County concerning any contamination (including, but not limited to Contamination herein defined) for which the Applicant or predecessors or related entities are responsible under this Agreement or otherwise, in the County's ROW.
w. Applicant acknowledges and agrees to reimburse the County, contemporaneously with presenting the County with the executed original of this Agreement, $\$ 143,792.00$ in fees or costs incurred by the County pursuant and billed to the Applicant on March 2, 2016.

DATED this $21^{S^{T}}$ day of February, 2023.
IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year first written above.

## DUPAGE COUNTY, ILLINOIS,

By:
Board Chair
Attest: $\qquad$
(Signature)
Printed Name: $\qquad$

## APPLICANT,

TRUE NORTH ENERGY, LLD

By:

Its:

(Title)
Printed Name: PIARK F hvorert

## Subscribed and sworn before me this  Signature on File



## EXHIBIT LIST

## Exhibit A: Highway Authority Agreement.

## Exhibit A-1: ROW Drawing.

Exhibit A-2: Applicant's predicted maximum estimated area of Contaminant impacted soils within the Site and ROW.

Exhibit A-3: Applicant's predicted maximum estimated area of Contaminant impacted groundwater within the Site and ROW.

Exhibit A-4: Applicant's maps showing the estimated aerial extent of the contamination, exceeding IPCB Tier 1 residential standards for soil at the Site and in the ROW at the time of the sampling.

Exhibit A-5: Applicant's map showing the estimated aerial extent of the contamination, exceeding IPCB Tier 1 residential standards for groundwater at the Site and in the ROW at the time of the sampling.

Exhibit A-6: Tables identifying sampling and exceedances of Tier I remediation objectives.

Exhibit B: Site Location Map and Legal Description
Exhibit C: Highway Authority Benefits Agreement Bond
Exhibit D: Exhibit D is intentionally excluded from this Agreement.
Exhibit E: Exhibit E is intentionally excluded from this Agreement.
Exhibit F: Exhibit F is intentionally excluded from this Agreement.
Exhibit G: Applicant's Authorization to Sign this Agreement titled ""Unanimous Action Of the Members Without A Meeting"

Exhibit H: HAA Application

## EXHIBIT A: HIGHWAY AUTHORITY AGREEMENT

This Agreement is entered into this day of February, 2023 pursuant to 35 Ill . Adm. Code 742.1020 by and between the (1) True North Energy, LLC ("Owner/Operator") and (2) County of DuPage, Illinois ("Highway Authority"), collectively known as the "Parties."

WHEREAS, True North Energy, LLC is the owner or operator of one or more leaking underground storage tanks presently or formerly located at 7500 S. Lemont Road, Willowbrook, Illinois ("the Site");

WHEREAS, as a result of one or more releases of contaminants from the above referenced underground storage tanks ("the Release(s)"), soil and/or groundwater contamination at the Site exceeds the Tier 1 residential remediation objectives of 35 Ill . Adm. Code 742;

WHEREAS, the soil and/or groundwater contamination exceeding Tier 1 residential remediation objectives extends or may extend into the Highway Authority's right-of-way;

WHEREAS, the Owner/Operator is conducting corrective action in response to the Release(s);

WHEREAS, the Parties desire to prevent groundwater beneath the Highway Authority's right-of-way that exceeds Tier 1 remediation objectives from use as a supply of potable or domestic water and to limit access to soil within the right-of-way that exceeds Tier 1 residential remediation objectives so that human health and the environment are protected during and after any access;

NOW, THEREFORE, the Parties agree as follows:

1. The recitals set forth above are incorporated by reference as if fully set forth herein.
2. The Illinois Emergency Management Agency has assigned incident number(s) 20030287 and 20210782 to the Release(s).
3. Attached as Exhibit A-2 through A-5 are scaled maps prepared by Owner/Operator that show the Site and surrounding area and delineate the current and estimated future extent of soil and groundwater contamination above the applicable Tier 1 residential remediation objectives as a result of the Release(s).
4. Attached as Exhibit A-6 is a table prepared by the Owner/Operator that lists each contaminant of concern that exceeds its Tier 1 residential remediation objective, its Tier 1 residential remediation objective and its concentrations within the zone where Tier 1 residential remediation objectives are exceeded. The locations of the concentrations listed in Exhibit A-6 are identified on the map(s) in Exhibit A-2 through A-5.
5. Attached as Exhibit A-1 is a scaled map prepared by the Owner/Operator showing the area of the Highway Authority's right-of-way that is governed by this agreement ("Right-of-Way"). Because Exhibit A-1 is not a surveyed plat, the Right-of-Way boundary may be an approximation of the actual Right-of-Way lines.
6. Paragraph 6 to this Highway Authority Agreement was intentionally left blank.
7. The Highway Authority stipulates it has jurisdiction over the Right-of-Way that gives it sole control over the use of the groundwater and access to the soil located within or beneath the Right-of-Way.
8. The Highway Authority agrees to prohibit within the Right-of-Way all potable and domestic uses of groundwater exceeding Tier 1 residential remediation objectives.
9. The Highway Authority further agrees to limit access by itself and others to soil within the Right-of-Way exceeding Tier 1 residential remediation objectives. Access shall be allowed only if human health (including worker safety) and the environment are protected during and after any access. The Highway Authority may construct, reconstruct, improve, repair, maintain and operate a highway upon the Right-of-Way, or allow others to do the same by permit. In addition, the Highway Authority and others using or working in the Right-of-Way under permit have the right to remove soil or groundwater from the Right-of-Way and dispose of the same in accordance with applicable environmental laws and regulations. The Highway Authority agrees to issue all permits for work in the Right-of-Way, and make all existing permits for work in the Right-of-Way, subject to the following or a substantially similar condition:

As a condition of this permit, the permittee shall request the office issuing this permit to identify sites in the Right-of-Way where a Highway Authority Agreement governs access to soil that exceeds the Tier 1 residential remediation objectives of 35 Ill . Adm. Code 742 . The permittee shall take all measures necessary to protect human health (including worker safety) and the environment during and after any access to such soil.
10. This agreement shall be referenced in the Agency's no further remediation determination issued for the Release(s).
11. The Agency shall be notified of any transfer of jurisdiction over the Right-of-Way at least 30 days prior to the date the transfer takes effect. This agreement shall be null and void upon the transfer unless the transferee agrees to be bound by this agreement as if the transferee were an original party to this agreement. The transferee's agreement to be bound by the terms of this agreement shall be memorialized at the time of transfer in a writing ("Rider") that references this Highway Authority Agreement and is signed by the Highway Authority, or subsequent transferor, and the transferee.
12. This agreement shall become effective on the date the Agency issues a no further remediation determination for the Release(s). It shall remain effective until the Right-ofWay is demonstrated to be suitable for unrestricted use and the Agency issues a new no further remediation determination to reflect there is no longer a need for this agreement, or until the agreement is otherwise terminated or voided.
13. In addition to any other remedies that may be available, the Agency may bring suit to enforce the terms of this agreement or may, in its sole discretion, declare this agreement null and void if any of the Parties or any transferee violates any term of this agreement. The Parties or transferee shall be notified in writing of any such declaration.
14. This agreement shall be null and void if a court of competent jurisdiction strikes down any part or provision of the agreement.
15. This agreement supersedes any prior written or oral agreements or understandings between the Parties on the subject matter addressed herein. It may be altered, modified or amended only upon the written consent and agreement of the Parties.
16. Any notices or other correspondence regarding this agreement shall be sent to the Parties at following addresses:

Manager, Division of Remediation Management
Bureau of Land
Illinois Environmental Protection Agency
P.O. Box 19276

Springfield, IL 62974-9276

## Highway Authority:

DuPage County Division of Transportation
421 N. County Farm Road, Second Floor
Wheaton, Illinois 60187
Attention: County Engineer
and
DuPage County State's Attorney's Office
505 N. County Farm Road, Third Floor
Wheaton, Illinois 60187
Attention: Civil Division
IN WITNESS WHEREOF, the Parties have caused this agreement to be signed by their duly authorized representatives.

| DuPage County, Illinois | True North Energy, LLC |
| :---: | :---: |
| Date: | Date: 2-2/-23 |
| By: | BySignature on File |
| Its: | Its: /owescoint/Cko |

## EXHIBIT A -1: RIGHT-OF-WAY DRAWING




EXHIBIT A-3: APPLICANT'S PREDICTED MAXIMUM ESTIMATED AREA OF CONTAMINANT IMPACTED GROUNDWATER WITHIN THE SITE AND ROW


EXHIBIT A-4: APPLICANT'S MAPS SHOWING THE ESTIMATED AERIAL EXTENT OF THE CONTAMINATION, EXCEEDING IPCB TIER 1 RESIDENTIAL STANDARDS FOR SOIL AT THE SITE AND ROW AT THE TIME OF SAMPLING


## EXHIBIT A-5: APPLICANT'S MAP SHOWING THE ESTIMATED AERIAL EXTENT

 OF THE CONTAMINATION, EXCEEDING IPCB TIER 1 RESIDENTIAL STANDARDS FOR GROUNDWATER AT THE SITE AND IN THE ROW AT THE TIME OF THESAMPLING


## EXHIBIT A-6: TABLES IDENTIFYING SAMLING AND EXCEEDENCES OF IPCB TIER I REMEDIATION OBJECTIVES (7 pages)

| Tier 1 Soll Remediation Objectives |  |  | Benzene (mg/kg) | Toluene ( $\mathrm{mg} / \mathrm{kg}$ ) | Ethylberizene ( $\mathrm{mg} / \mathrm{kg}$ ) | Xylenes ( $\mathrm{mg} / \mathrm{kg}$ ) | MTBE ( $\mathrm{mg} / \mathrm{kg}$ ) |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Ingestion - Residential |  |  | 12 | 16,000 | 7.800 | 10.000 | 780 |
| Ingestion - Industrual/Commercial |  |  | 100 | 410,000 | 200,000 | 410.000 | 20,000 |
| Ingestion - Construction Worker |  |  | 2.300 | 410.000 | 20,000 | 41.000 | 2,000 |
| Inhalation - Residentia! |  |  | 0.8 | 650 | 400 | 320 | 8,800 |
| Inhalation - Industrial/Commercial |  |  | 1.0 | 050 | 400 | 320 | 8,800 |
| Inhalation - Construction Worker |  |  | 2.2 | 42 | 58 | 5.6 | 140 |
| Inhalation - Csat |  |  | 800 | 580 | 350 | 280 | 8,400 |
| Soil Component of Groundwater - Class II |  |  | 0.17 | 20 | 19 | 150 | 0.32 |
| Soil Component of Groundwater - Class I |  |  | 0.03 | 12 | 13 | 150 | 0.32 |
| Soil Component of Groundwater - Csat |  |  | 580 | 200 | 150 | 110 | 11,000 |
| Sample iD | Sample Date | Depth (feet) |  |  |  |  |  |
| \$8.1 | $2177 / 2003$ | 5 | $<0.002$ | 0.002 | $<0.002$ | 0.002 | $<0.004$ |
| SB-2 (re-sampled by SB-21) | 2488003 | 8 | 6.2 | 25 | 34 | 0 | 0.8 |
| SB-3 (re-sampled by SB-19) | 2/17/2003 | 5 | 2.4 | 34 | 34 | 130 | $<2.9$ |
| SB-4 (over-exarvated) | 2198003 | 6 | 12 | 5 | 70 | 250 | 42 |
| SE-5 | 218/2003 | 4 | 026 | $<0.02$ | $<0.02$ | 0.038 | $<0.00$ |
| 58-8 | 2/182003 | 6 | <0.002 | 0.002 | $<0.002$ | 0.002 | $<0.004$ |
| SB-7 | 4/15/2004 | 4 | 0.007 | 0.008 | $<0.005$ | <0.005 | $<0.005$ |
| SE-8 | 4/15/2004 | 2 | ¢0.007 | $<0.007$ | $<0.1007$ | $<0.007$ | $<0.007$ |
|  | 4/15/2004 | 4 | 40006 | <0.006 | $<0,006$ | $<0.000$ | $<0.000$ |
|  | 4/15/2004 | 5 | 0,006 | 0.009 | $<0.000$ | 00.000 | $<0000$ |
| SB-0 (over-exomvated) | 416/2004 | 5 | 40.073 | 0.03 | 2.8 | 8.8 | $<0.85$ |
|  | 4/15/2004 | 6 | 10 | 92 | 58 | 210 | <0.c? |
| SE-10 | 4/15/2004 | 3 | 00.000 | $<0.006$ | <0.006 | $\bigcirc 0000$ | $<0.000$ |
| S8-11 | 11582004 | 3 | 0.7 | 0.013 | 0.24 | 0.034 | <0.003 |
| SE-12 | $4 / 162004$ | 3 | <0.000 | 0006 | $<0000$ | $<0000$ | <0̄.00\% |
| SE-13 | $4116 / 2004$ | 4 | 0.009 | 0.012 | $<0.000$ | <0.000 | <0.000 |
| SB-14 | 4/16/2004 | 3 | C0005 | $<00.05$ | <0.005 | $<0005$ | $<0.005$ |
| SE-15 | 11/24/2004 | 8 | 0.00074 | 40.0013 | $<0.0013$ | <ut 0 | 40.0013 |
| SB-10 | 11/24/2004 | 6 | 0.00098 | <0.0013 | $<0.0013$ | <0.0013 | $<0.0013$ |
| GP-1 | $3 / 27 / 2008$ | 8.7 | $<0.0048$ | 0.0072 | $<0.0048$ | $<0.0048$ | < 0.0048 |
| GP-2 (re-sampled by S8-17) | 3/27/2008 | 7.8 | 2.8 | <0.250 | 26 | 27 | <0.200 |
| GP-3 | $3 / 27 / 2008$ | 4.5 | 0.05 | -0.0055 | 0.18 | 0.307 | $<0.0055$ |
| GP-4 | $3127 / 2008$ | $5-8$ | $<0.0049$ | 0.0070 | 0.018 | 0.014 | 40.0049 |
| GP-5 | $3 / 27 / 2008$ | 2-3 | $<0.008$ | $<0.006$ | 0.032 | 80.000 | $<0.000$ |
| SB-17 | 5 $3 / 2011$ | 7.8 | 00191 | 0.0022 | 0.0044 | 0.003 | \$0.00011 |
| SB-18 (over-excavated) | $6 \times 32011$ | 8-6 | 4.2 | $<10$ | 221 | 078 | 4.4 |
| SB-19 | $5 / 3 / 2011$ | 4.5 | $<0.11$ | $<0.18$ | 6.32 | 13.4 | $<0.13$ |
|  | E/3/2011 | 7.8 | 0.602 | $<0.19$ | 21.4 | 86.4 | <0.14 |
| S8-20 | 5/3/2011 | 4-5 | 0.0512 | 0.0000 | 00421 | 0.0241 | \$0.00012 |
| SE-21 | $5 / 3 / 2011$ | 7.8 | <0.12 | $<0.18$ | 3.03 | 11.8 | $<0.13$ |
|  | 5132011 | 8-9 | <0.22 | $<0,34$ | 372 | 93.1 | $<025$ |
| SB-22 | 8/3/2011 | 8-0 | $\infty 0.021$ | $<0.033$ | 2.22 | 0818 | $<0025$ |
| S8-23 | $5 \sqrt{3} 2011$ | 4.5 | 0.313 | $<0.075$ | 3.33 | 8.01 | $<0.055$ |
| SE-24 | $5 / 3 / 2011$ | 8-6 | 0.0570 | 0.00017 | 0.0843 | 0.0100 | <00012 |
| SE-25 | 5/3/2011 | 7.8 | 0.187 | $<0.038$ | 2.17 | 8.2 | <0.028 |
| SE-20 | $5 / 3 / 2011$ | 5-0 | 0.0029 | 0.0030 | 00043 | 0.0051 | 0.00011 |
| SP-27 | 10/31/2013 | 5-9 | 0.00009 J | $<0.00072$ | $<0.00081$ | 00048 J | <0.00027 |
| SB-28 (overexcavated) | 10/31/2013 | 5-6 | 8.4 | 8.21 | 32.4 | 100 | \$0.0972 |
| SB-29 (overexcavated) | 10/31/2013 | $4 \cdot 5$ | 8.49 | 4.04 | 67.9 | 168 | $<0.284$ |
| SE-30 | 10/31/2013 | 4 | 3.35 | 5.35 | 24.5 | 79.7 | $<0.115$ |
| SB-31 (overexgavated) | 10131/2013 | 45 | 5.16 | 0.300 J | 39.4 | 728 | $\leqslant 0.120$ |



| Tier 1 Groundwater Remediation Objectives |  |  |  |  | Benzene ( $u$ g/L) | Toluene (ug/L) | Ethylbenzene ( $\mathrm{ug} / \mathrm{L}$ ) | Xylenes <br> (ught) | MTAE |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Class 1 Groundwater |  |  |  |  | 5 | 1,000 | 700 | 10.000 | 70 |
| Class il Groundwater |  |  |  |  | 25 | 2,500 | 1,000 | 10.000 | 70 |
| Indoor Inhalation - Residental |  |  |  |  | 110 | 530,000 | 370 | 30,000 | 1,900,000 |
| Indoor inhal <br> Sample <br> Location | ation - Indusina | Commerclal |  |  | 100 |  |  |  |  |
|  | Sample Date | Raforenced Elevation (feet) | Depth to Groundwater (teet) | Groundwater Elevation (feel) |  |  |  |  |  |
| MW-1 | 6/11/2003 | 99.31 | 9.10 | 90.21 | < 5 | < 5 | <5 | < 5 | < 5 |
|  |  | 9931 | 7.11 | 9220 | <1 | $\leqslant 1$ | <1 | $<1$ | -3 |
|  | 9/24/2003 | 99.31 | 841 | 90.90 | $<1$ | $\leqslant 1$ | $<1$ | <1 | <3 |
|  | $\begin{aligned} & 12 / 19 / 2003 \\ & 3 / 15 / 2004 \end{aligned}$ | 9931 | 6.25 | 9306 | $<1$ | 15 | <1 | $<1$ | <3 |
|  |  | 99.31 | 6.74 | 9257 | < 5 | $<5$ | $<5$ | $<5$ | $<5$ |
|  | $6 / 1112004$ | 99.31 | 6.00 | 93.31 | $<031$ | <0.14 | $<0.27$ | <0.17 | $<028$ |
|  | 9110/2004 | 99.31 | 6.67 | 92.64 | $<0.5$ | 1.6 | $<1$ | 4 | $<1$ |
|  | $\begin{aligned} & 12 / 14 / 2004 \\ & 3 / 31 / 2005 \\ & \hline \end{aligned}$ | 9931 | 6.40 | 9291 | 44 | 4.1 | 11 | 3.7 | $<1$ |
|  |  | 99.31 | 7.40 | 9191 | $<0.5$ | $<1$ | $\leq 1$ | $<1$ | $\leq 1$ |
|  | 61612005 | 99.31 | 14.30 | 85.01 | <1 | $<1$ | $<1$ | $<1$ | $<1$ |
|  | 9/16/2005 | 9931. | 9.53 | 8978 | $<0.5$ | $<1$ | $<1$ | $<1$ | $\leq 1$ |
|  | $\begin{gathered} 7 / 13 / 2006 \\ 10 / 16 / 2006 \\ \hline \end{gathered}$ | 9931 | 6.61 | 9270 | $<1$ | $<1$ | $<1$ | <2 | $<1$ |
|  |  | 99.31 | 6.15 | 93.16 | $\leq 1$ | $<1$ | $\leqslant 1$ | $<2$ | $<1$ |
|  | $2115 / 2007$ | 9931 | 1636 | 82.95 | $<1$ | $\leq 1$ | <1 | $<3$ | <1 |
|  | $11 / 29 / 2007$ <br> $2 / 19 / 2008$ | 99.31 | 810 | 9121 | <1 | <1 | < 1 | <3 | <1 |
|  |  | 99.31 | 5.50 | 9381 | $<1$ | $<1$ | $<1$ | <3 | $<5$ |
|  | 2/19/2008 <br> $4 / 23 / 2008$ | 99.31 | 6.09 | 93.22 | NS | NS | NS | NS | NS |
|  | 11/2812000 | 9931 | 795 | 91.36 | 1.09 | 3.12 | $<1$ | $\times 3$ | $<5$ |
|  | $\begin{aligned} & 3 / 25 / 2009 \\ & 6 / 18 / 2009 \end{aligned}$ | 9931 | 626 | 9305 | NS | NS | NS | NS | NS |
|  |  | 9931 | 5.41 | 9390 | NS | Ns | NS | NS | NS |
|  | $\begin{aligned} & 6 / 18 / 2009 \\ & 10 / 8 / 2010 \end{aligned}$ | 9931 | 8.22 | 9109 | NS | NS | NS | NS | NS |
|  | 510/2011 | 9931 | 6.13 | 9318 | $<05$ | $\stackrel{1}{1}$ | -1 | <1 | $\leq 1$ |
|  | $\begin{array}{\|l\|} \hline 7 / 20 / 2012 \\ 5 / 20 / 2016 \\ \hline \end{array}$ | 9931 | 8.15 | 91.16 | NS | NS | NS | NS | NS |
|  |  | 9931 | 5.87 | 9344 | $<0.5$ | $<05$ | $<05$ | $<1.5$ | <0.17 |
| MW-2 | $\frac{3 / 1112003}{6 / 20 / 2003}$ | 98.71 | 833 | 90.38 | 520 | 16 | 790 | 980 | 9 |
|  |  | 9871 | 7.07 | 91.54 | 1,300 | 73 | 2,200 | 1,800 | 290 |
|  | $\begin{array}{\|l\|} \hline 9 / 24 / 2003 \\ +1219 / 2003 \end{array}$ | 9871 | 8.26 | 90.45 | 602 | $<10$ | 1,016 | 660 | 46 |
|  |  | 98.71 | 5.98 | 9273 | 730 | 15 | 1,300 | 1.100 | 70 |
|  | 3/15/2004 | 9871 | 6.17 | 9254 | 410 | $\times 25$ | 800 | 480 | $<25$ |
|  | $6111 / 2004$ | 9871 | 532 | 9339 | 1.030 | 349 | 1,160 | 1,210 | <14. |
|  | 9/10/2004 12144/2004 | 9871 | 667 | 9204 | 383 | 69 | 413 | 302 | $<1$ |
|  |  | 9871 | 592 | 92.79 | 2.430 | 31.3 | 89.4 | 101 | 1.190 |
|  | 3/31/2005 | 9871 | 5.85 | 9286 | 805 | 22.1 | 845 | 640 | $<2$ |
|  | 611672005 | 9871 | 7.93 | 90.78 | 691 | 138 | 1.010 | 576 | $<10$ |
|  | 9/16/2005 7113/2006 | 9871 | 912 | 8959 | 421 | 63 | 596 | 129 | 63 |
|  |  | 9871 | 6.34 | 9237 | 533 | 669 | 1,180 | 384 | $<1$ |
|  | 10/16/2006 | 98.71 | 6.03 | 92.68 | 317 | 527 | 417 | 167 | 662 |
|  | 21512007 | 9871 | 7.51 | 91.20 | 737 | 14.8 | 1,690 | 1.060 | $<1$ |
|  | $\begin{aligned} & \hline 11 / 28 / 2007 \\ & 2 / 19 / 2008 \\ & \hline \end{aligned}$ | 98.71 | 7.84 | 90.87 | 317 | 671 | 546 | 292 | 2.45 |
|  |  | 9871 | 4.92 | 93.79 | 684.3 | 15.1 | 1.280 | 688.6 | <25 |
|  | 4/2332008 | 98.71 | 533 | 9338 | 479.1 | 12.1 | 1,013 | 630 | $<25$ |
|  | $\begin{array}{\|c\|} \hline 11 / 28 / 2008 \\ 3 / 25 / 2009 \\ \hline \end{array}$ | 9871 | 7.82 | 90.89 | 152.1 | 297 | 261.1 | 16155 | 564 |
|  |  | 98.71 | 526 | 93.45 | 245.9 | 5.840 | 4621 | 199.68 | $<10$ |
|  | 6/1812009 | 98.71 | 4.86 | 9385 | 380.6 | 8.224 | B15.8 D | 399 | $<5$ |
|  | 10/6/2010 | 9871 | 8.34 | 9037 | 91.93 | 31110 | 97.01 | 68.71 | <5 |
|  | $\begin{aligned} & 5110 / 2011 \\ & 7 / 20 / 2012 \end{aligned}$ | 9871 | 5.43 | 9328 | 201 | 3.6 | 402 | 153 | $<1$ |
|  |  | 9871 | NA | NA | NS | NS | NS | NS | NS |
|  | 5/20/2016 |  |  |  | Well Abandoned |  |  |  |  |
| MW-3 | 3/11/2003 | 9844 | 842 | 90.02 | 1.500 | 1.300 | 130 | 790 | 130 |
|  | $\begin{aligned} & 6 / 20 / 2003 \\ & 9 / 24 / 2003 \end{aligned}$ | 98.44 | 640 | 9204 | 3,000 | 2,500 | 660 | 2,000 | 260 |
|  |  | 98.44 | 792 | 90.52 | 6.000 | 860 | 350 | 1,300 | <160 |
|  | 12/19/2003 | 98.44 | 6.06 | 9238 | 3.900 | 2.700 | 1,000 | 3.900 | 160 |
|  | 3/15/2004 | 98.44 | 6.29 | 92.15 | 1,800 | 700 | 290 | 1420 | 76 |
|  | $\begin{aligned} & 6 / 11 / 2004 \\ & 9 / 10 / 2004 \end{aligned}$ | 98.44 | 563 | 92.81 | 2,220 | 91.2 | 191 | 750 | 123 |
|  |  | 98.44 | 6.77 | 9167 | 1.930 | 729 | 213 | 464 | 112 |
|  | 12/14/2004 | 98.44 | 605 | 92.39 | 1.300 | 46.5 | 532 | 195 | 98 |
|  | 3/31/2005 | 98.44 | 6.07 | 92.37 | 0,030 | 1.810 | 606 | 2,110 | 80.2 |
|  | $\begin{array}{r} 6 / 16 / 2005 \\ 9 / 21 / 2005 \\ \hline \end{array}$ | 9844 | 7.18 | 9126 | 3,320 | 1,880 | 710 | 2,130 | 79.9 |
|  |  | 98.44 | 9.05 | 89.39 | 2,740 | 191 | 139 | 743 | 151 |
|  | 7113/2006 | 98.44 | 653 | 91.91 | 1.150 | 479 | 523 | 1.260 | 74.8 |
|  | 10/16/2006 | 98.44 | 8.14 | 9030 | 1.820 | 45.1 | 84.2 | 318 | 38 |
|  | $\begin{array}{\|c\|} \hline 2 / 15 / 2007 \\ 11 / 28 / 2007 \\ \hline \end{array}$ | 98.44 | NA | NA |  |  | able To Sample |  |  |
|  |  | 98.44 | 7.89 | 90.55 | 1.430 | 35.5 | 188 | 203 | 57.4 |
|  | 211912008 | 98.44 | 5.64 | 92.80 | 2.174 | 221.2 | 357.7 | 521.5 | 63.5 |
|  | $4123 / 2008$ | 98.44 | 4.81 | 93.63 | 514.8 | 28.63 | 152.6 | 312.9 | 8.5 |
|  | 13/28/2000 3/25/2009 | 98.44 | 7.20 | 91.24 | 2,202 | 222.5 | 662.1 | 1,706 日 | 54 |
|  |  | 98.44 | 532 | 93.12 | 2.241 D | 174.5 | 329.6 | 939 | 71.00 |
|  | 6/1812009 | 98.44 | 5.15 | 9329 | 2,658 D | 214.8 | 453 日 D | 1.280 | 96.87 |
|  | 10/8/2010 <br> 5/10/2011 <br> 7/20/2012 | 98.44 | 830 | 9014 | 1,838 D | 23.56 | 13.43 | 94.75 | 67.46 |
|  |  | 98.44 | 553 | 9291 | 2,210 | 57.9 | 100 | 383 | 49.8 |
|  |  | 98.44 | 7.52 | 9092 | 2,480 | 16.1 | <5.4 | 40.8 | 57.8 |
|  | $\begin{aligned} & 7 / 20 / 2012 \\ & 5 / 20 / 2016 \end{aligned}$ |  |  |  | Well Abando |  |  |  |  |


| Fier 1 Groundwater Remediation Objeotives |  |  |  |  | Benzene | Toluens | Ethylbenzene | Xylenes | MTEE |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Class 1 Groundwater |  |  |  |  | 5 | 1,000 | 700 | 10.000 | 70 |
| Class 11 Groundwater |  |  |  |  | 25 | 2,500 | 1.000 | 10,000 | 70 |
|  |  |  |  |  | 110 | 530,000 | 370 | 30,000 | 1,900,000 |
| indoor inthatation - IndustrialiCommercial |  |  |  |  | 410 | 530,000 | 1.400 | 93.000 | 6,800,000 |
| sample Location | Samplo Dato | Reterenced Elevation (foet) | Depth to Groundwater (teat) | Groundwator Elevation (foet) |  |  |  |  |  |
| MW-4 | 3/11/2003 | 9889 | 1088 | 8801 | <5 | 7 | < | 10 | 160 |
|  | 6/20/2003 | 9889 | 9.06 | 89.93 | 1,500 | $<20$ | 73 | 44 | 1.400 |
|  | 9124/2003 | 9889 | 9.52 | 89.37 | 2,200 | $<10$ | 27 | 58 | 1.600 |
|  | 121912003 | 9889 | 7.94 | 90.95 | 1.600 | $<10$ | 39 | 21 | 1,400 |
|  | 3/15/2004 | 9889 | 8.59 | 90.30 | 1,800 | 18 | 32 | 51 | 1,100 |
|  | 6/1112004 | 9889 | 760 | 9129 | 2.740 | 653 | 123 | 168 | 1.190 |
|  | 9/10/2004 | 9809 | 8.41 | 90.48 | 841 | 14.9 | 22.9 | 40.6 | 973 |
|  | 121412004 | 9889 | 8.08 | 9081 | 609 | 10.2 | 1,170 | 523 | 21 |
|  | 3/31/2005 | 98.89 | 809 | 90.80 | 2,230 | 17.1 | 58.6 | 54 | 991 |
|  | 6/16/2005 | 9889 | 10.06 | 8683 | 1.180 | 4.5 | 25.4 | 5.4 | 946 |
|  | 9/16/2005 | 9889 | 10.48 | 88.41 | 1.700 | 21.8 | 907 | 783 | 1.040 |
|  | 7/13/2006 | 9889 | 9.74 | 89.15 | 2.540 | 252 | 101 | 165 | 731 |
|  | 10/1612006 | 9889 | 7.64 | 91.25 | 5,700 | 49.9 | 290 | 344 | 460 |
|  | 2115/2007 | 9889 | 8.56 | 9033 | 6.280 | 402 | 165 | 247 | 478 |
|  | 11/28/2007 | 9889 | 9.15 | 89.74 | 6.790 | 27.5 | 87.5 | 195 | BE2 |
|  | 2199/2008 | 98.89 | 5.13 | 93.76 | 4,961 | 427 | 261.1 | 96.4 | 125.1 |
|  | 4/23/2008 | 9889 | 524 | 9365 | 6,886 D | 49.11 | 2723 | 151 | 167.9 |
|  | 11/28/2008 | 98.89 | 7.34 | 9155 | 4.488 D | 28 | 1453 | 114.3 | 217.5 |
|  | 3/25/2009 | 9889 | 5.47 | 9342 | 3.760 D | 60.74 | 204.5 | 186 | 163.9 |
|  | 6/18/2009 | 98.89 | 494 | 93.95 | 4,709 D | 5055 | 345.5 | 246 | 138.3 |
|  | 10/8/2010 | 9889 | 858 | 90.31 | 4.373 D | 33.30 | 1504 | 226.9 | 287.6 |
|  | 5/10/2011 | 9889 | 527 | 93.62 | 4.810 | 60.1 | 511 | 226 | 112 |
|  | 712012012 | 9889 | 8.11 | 9078 | 4.120 | 1981 | 39.5 | 67.9 J | 226 |
|  | 5/20/2016 | Well Abandoned/Repliced by MW-AR |  |  |  |  |  |  |  |
| MW-5 | 3/11/2003 | 9908 | 1087 | 88.21 | 340 | $<5$ | $<5$ | <5 | 190 |
|  | 6/20/2003 | 9908 | 7.60 | 91.48 | 4.300 | $<25$ | 840 | 100 | 580 |
|  | 9124/2003 | 9908 | 9.05 | 90.03 | 6,700 | <50 | 250 | 150 | 2,200 |
|  | 1219/2003 | 9908 | 736 | 91.72 | 3,600 | 26 | 700 | 74 | 390 |
|  | 3/15/2004 | 9908 | 1526 | 83.82 | 4.100 | <50 | 670 | 68 | 310 |
|  | 6/11/2004 | 9908 | 660 | 9248 | 4,050 | 476 | 994 | 239 | 340 |
|  | 9/10/2004 | 9908 | 7.82 | 9126 | 3.230 | 23.8 | 341 | 725 | 346 |
|  | 121412004 | 9908 | 7.42 | 9166 | 3.410 | 45.5 | 371 | 84.4 | 299 |
|  | 3/3112005 | 9908 | 690 | 92.18 | 4,380 | 37.1 | 656 | 174 | 244 |
|  | 6/16/2005 | 9908 | 2.89 | 96.19 | 2,340 | 98 | 93.1 | 9 | 291 |
|  | 9/16/2005 | 9908 | 1437 | 8471 | 2.490 | 14.9 | 82.6 | 18.7 | 362 |
|  | 7/13/2006 | 99.08 | 8.34 | 90.74 | 4,270 | 24.1 | 585 | 915 | 272 |
|  | 10/16/2006 | 9908 | 782 | 91.26 | 4,090 | 232 | 149 | 573 | 234 |
|  | 2115/2007 | 9908 | 8.49 | 90.59 | 4.420 | 216 | 326 | 593 | 262 |
|  | 11/28/2007 | 99.08 | 8.66 | 90.42 | 4,960 | 21.2 | 906 | 683 | 254 |
|  | 2/19/2000 | 9908 | NA | NA | Well Obstructed |  |  |  |  |
|  | 4/23/2008 | 9908 | 769 | 9139 | 3,517 D | 23.15 | 3418 | 55.1 | 228.2 |
|  | 11/28/2008 | 9908 | 773 | 9135 | 3,746 | 24.52 | 2912 | 86.78 | 205.4 |
|  | 3/25/2009 | 99.08 | 6.79 | 9229 | 2.527 | 18.80 | 2165 | 50.8 | 169.1 |
|  | 6/18/2009 | 99.08 | 800 | 9108 | 3,096 D | 46.50 | 5455 D | 285 | 149.1 |
|  | 10/8/2010 | 99.08 | 8.13 | 9095 | 1,742 D | 11.22 | 88.53 | 56.50 | 69.35 |
|  | 5/10/2011 | 9908 | 6.89 | 92.19 | 3,120 | 164 | 464 | 693 | 106 |
|  | 712012012 | 99.08 | 8.48 | 9060 | 2.620 | 14.5 J | 617 | $<520$ | 74.5 |
|  | 5/20/2016 | 99.08 | 6.65 | 9243 | 1.370 | 5 J | 483 | 203 J | 413 |
| MW-6 | 3/11/2003 | 9910 | 1608 | 8302 | < | $<5$ | < 5 | < 5 | $<5$ |
|  | 6/2012003 | 99.10 | 1571 | 8339 | $<1$ | $<1$ | $<1$ | 41 | 3 |
|  | 9124/2003 | 9910 | 1592 | 83.18 | $<1$ | $<1$ | $<1$ | $\leqslant 1$ | 3 |
|  | 12/19/2003 | 99.10 | 1578 | 8332 | <1 | $<1$ | $<1$ | $<1$ | 25 |
|  | 3/15/2004 | 9910 | 15.64 | 83.46 | $<5$ | $<5$ | $<5$ | $<5$ | <5 |
|  | 6/11/2004 | 9910 | 1540 | 8370 | $<031$ | $<014$ | $<0.27$ | <0 17 | 6.1 |
|  | 9110/2004 | 9910 | 16.64 | 8246 | $<0.5$ | $<1$ | $\leqslant 1$ | $<1$ | $<1$ |
|  | 12/14/2004 | 9910 | 1575 | 83.35 | $<0.5$ | $<1$ | $<1$ | $<1$ | $<1$ |
|  | 3/31/2005 | 99.10 | 16.67 | 82.43 | $<0.5$ | $<1$ | $<1$ | $<1$ | $<1$ |
|  | 6116/2005 | 9910 | 1691 | 82.19 | $<1$ | 4 | $<1$ | $<1$ | 15.7 |
|  | 9/16/2005 | 9910 | 1630 | 82.80 | $<1$ | $<1$ | $<1$ | $\leqslant 1$ | 14 |
|  | 7/13/2006 | 9910 | 15.80 | 83.30 | $<1$ | $<1$ | $<1$ | $<2$ | 86 |
|  | 10/16/2006 | 9910 | 15.62 | 83.48 | $<1$ | $<1$ | $<1$ | $<2$ | $<1$ |
|  | 2115/2007 | 9910 | 7.99 | 91.11 | $<1$ | $<1$ | $<1$ | $<3$ | $<1$ |
|  | 11/28/2007 | 9910 | 15.84 | 8326 | $<1$ | <1 | $\leqslant$ | <3 | $<1$ |
|  | 2/19/2008 | 9910 | 1591 | 83.19 | $<1$ | $<1$ | <1 | $<3$ | $<5$ |
|  | 4/23/2008 | 99.10 | 558 | 93.52 | $<1$ | $<1$ | <1 | $<3$ | < 5 |
|  | 11/28/2008 | 99.10 | 1590 | 83.20 | 1224 | $<1$ | <1 | $<3$ | 6.024 |
|  | 3/25/2009 | 99.10 | 15.71 | 83.39 | $\leqslant 1$ | $\checkmark 1$ | $<1$ | <3 | < 5 |
|  | 6/18/2009 | 9910 | 15.42 | 83.68 | NS | NS | NS | NS | NS |
|  | 101812010 | 99.10 | 1622 | 82.88 | NS | NS | NS | NS | NS |
|  | 5/10/2011 | 99.10 | 1580 | 83.30 | $<0.5$ | $<1$ | $<1$ | <1 | $\leqslant 1$ |
|  | 7120/2012 | 99.10 | NA | NA | NS | NS | NS | NS | NS |
|  | 5/2022016 | Well Abandoned NS NS NS |  |  |  |  |  |  |  |


| Tier 1 Groundwater Remediation Objectives |  |  |  |  | Benzene | Toluene <br> (un/L) | Ethylbenzene | Xylenes | MTBE |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Class I Groundwater |  |  |  |  | 5 | 1,000 | 700 | 10.000 | 70 |
| Class II Groundwaler |  |  |  |  | 25 | 2,500 | 1,000 | 10.000 | 70 |
| Indoor Inhalation - Residential |  |  |  |  | 110 | 530,000 | 370 | 30,000 | 1,900,000 |
| Indoor Inhalation - Industrial/Commercial |  |  |  |  | 410 | 530,000 | 1,400 | 93,000 | 6,800,000 |
| Sample <br> L.ocation | Sample Date | Referenced Elevation (feet) | Depth to Groundwater (feet) | Groundwater Elevation (feet) |  |  |  |  |  |
| MW-7 | 6/11/2004 | 99.24 | 6.05 | 93.19 | 0.35 | <0. 14 | $<0.27$ | $<0.17$ | 33.5 |
|  | 9/10/2004 | 9924 | 4.65 | 94.59 | $<0.5$ | $<1$ | $<1$ | $<1$ | 38 |
|  | 12/14/2004 | 99.24 | 7.70 | 91.54 | 3.6 | $<1$ | $<1$ | $<1$ | 30.4 |
|  | 3/31/2005 | 99.24 | 5.98 | 93.26 | $<0.5$ | $<1$ | $<1$ | $<1$ | 17 |
|  | 6/16/2005 | 99.24 | 8.25 | 90.99 | $<1$ | $<1$ | $<1$ | $<1$ | 12.1 |
|  | 9/16/2005 | 99.24 | NA | NA | Dry |  |  |  |  |
|  | 7/13/2006 | 99.24 | 8.14 | 91.10 | 1.19 | $<1$ | <1 | $<2$ | 25.1 |
|  | 10/16/2006 | 99.24 | 8.24 | 91.00 | 6.1 | $<1$ | $<1$ | $<2$ | 9.38 |
|  | 2/15/2007 | 99.24 | 503 | 9421 | 1.04 | $<1$ | $<1$ | <3 | 128 |
|  | 11/28/2007 | 99.24 | 825 | 90.99 | $<1$ | $<1$ | $<1$ | $<3$ | 5.24 |
|  | 2/19/2008 | 9924 | 7.84 | 9140 | 44 | $<1$ | $\checkmark 1$ | $\checkmark 3$ | 285 |
|  | 4/23/2008 | 99.24 | 8.03 | 9121 | NS | NS | NS | NS | NS |
|  | 11/28/2008 | 99.24 | 8.27 | 90.97 | 1.084 | <1 | $<1$ | $<3$ | 24.07 |
|  | 3/25/2009 | 99.24 | 8.08 | 91.16 | NS | NS | NS | NS | NS |
|  | 6/18/2009 | 99.24 | 7.80 | 91.44 | NS | NS | NS | NS | NS |
|  | 10/8/2010 | 99.24 | 8.34 | 9090 | NS | NS | NS | NS | NS |
|  | 5/10/2011 | 99.24 | 8.15 | 91.09 | 7.7 | $<1$ | $<1$ | $<1$ | 7.6 |
|  | 7/20/2012 | 99.24 | NA | NA | NS | NS | NS | NS | NS |
|  | 5i20/2016 | Well Abandoned |  |  |  |  |  |  |  |
| MW-8 | 6/11/2004 | 99.04 | 11.40 | 87.64 | $<0.31$ | $<0.14$ | $<027$ | <0.17 | $<0.28$ |
|  | 9/10/2004 | 99.04 | 9.18 | 8986 | $<0.5$ | $<1$ | $<1$ | $<1$ | $<1$ |
|  | 12/14/2004 | 99.04 | 4.35 | 94.69 | $<0.5$ | $<1$ | $<1$ | $<1$ | <1 |
|  | 3/31/2005 | 99.04 | 3.40 | 95.64 | $<0.5$ | $<1$ | $<1$ | $<1$ | $<1$ |
|  | 6/16/2005 | 99.04 | 7.20 | 91.84 | $<1$ | $<1$ | $<1$ | <1 | $<1$ |
|  | 9/16/2005 | 99.04 | 8.71 | 90.33 | $<05$ | $<1$ | $<1$ | $<1$ | $<1$ |
|  | 7/13/2006 | 99.04 | 5.17 | 93.87 | $<1$ | <1 | $<1$ | $<2$ | $<1$ |
|  | 10/16/2006 | 99.04 | 4.86 | 9418 | $<1$ | $<1$ | $<1$ | $<2$ | $<1$ |
|  | 2/15/2007 | 99.04 | 6.14 | 92.90 | $<1$ | $<1$ | $<1$ | $<3$ | $<1$ |
|  | 11/28/2007 | 99.04 | 7.00 | 92.04 | $<1$ | $<1$ | <1 | $<3$ | $<1$ |
|  | 2/19/2008 | 99.04 | 3.70 | 95.34 | $<1$ | $<1$ | $<1$ | $<3$ | $<5$ |
|  | 4/23/2008 | 99.04 | 4.38 | 94.66 | NS | NS | NS | NS | NS |
|  | 11/28/2008 | 99.04 | 6.90 | 92.14 | $<1$ | $<1$ | $<1$ | $<3$ | <5 |
|  | 3/25/2009 | 99.04 | 4.31 | 9473 | NS | NS | NS | NS | NS |
|  | 6/18/2009 | 99.04 | 3.44 | 95.60 | NS | NS | NS | NS | NS |
|  | 10/8/2010 | 99.04 | 7.56 | 91.48 | NS | NS | NS | NS | NS |
|  | 5/10/2011 | 99.04 | 4.30 | 94.74 | $<0.5$ | $<1$ | $<1$ | $<1$ | $<1$ |
|  | 7/20/2012 | 99.04 | 6.67 | 9237 | $<0.5$ | $<1$ | $<1$ | $<1$ | $<1$ |
|  | 5/20/2016 | Well Abandoned |  |  |  |  |  |  |  |
| MW-9 | 6/11/2004 | 97.95 | 7.97 | 89.98 | $<0.31$ | $<0.14$ | $<0.27$ | 0.85 | $<0.28$ |
|  | 9/10/2004 | 9795 | 834 | 89.61 | $<0.5$ | $<1$ | $<1$ | $<1$ | $<1$ |
|  | 12/14/2004 | 9795 | 5.05 | 92.90 | $<05$ | $<1$ | $<1$ | $<1$ | $<1$ |
|  | 3/31/2005 | 97.95 | 3.90 | 94.05 | $<0.5$ | $<1$ | $<1$ | $<1$ | $<1$ |
|  | 6/16/2005 | 97.95 | 7.02 | 9093 | $<1$ | $<1$ | $<1$ | $<1$ | $<1$ |
|  | 9/16/2005 | 97.95 | 8.73 | 89.22 | $<5$ | $<1$ | $<1$ | $<1$ | $<1$ |
|  | 7/13/2006 | 97.95 | 6.34 | 9161 | $<1$ | $<1$ | $<1$ | $<2$ | $<1$ |
|  | 10/16/2006 | 9795 | 6.04 | 91.91 | $<1$ | $<1$ | $<1$ | $<2$ | $<1$ |
|  | 2115/2007 | 9795 | 5.56 | 9239 | $<1$ | $<1$ | $<1$ | -3 | $<1$ |
|  | 11/28/2007 | 97.95 | 7.66 | 90.29 | $<1$ | $<1$ | $<1$ | $<3$ | $<1$ |
|  | 2/19/2008 | 97.95 | 4.83 | 93.12 | $<1$ | <1 | $<1$ | $<3$ | $<5$ |
|  | 4/23/2008 | 97.95 | 525 | 92.70 | NS | NS | NS | NS | NS |
|  | 11/28/2008 | 97.95 | 7.55 | 90.40 | $<1$ | $<1$ | $<1$ | $\checkmark 3$ | $<5$ |
|  | 3/25/2009 | 97.95 | 5.21 | 92.74 | NS | NS | NS | NS | NS |
|  | $6 / 18 / 2009$ | 97.95 | 4.99 | 92.96 | NS | NS | NS | NS | NS |
|  | 10/8/2010 | 97.95 | 8.01 | 89.94 | NS | NS | NS | NS | NS |
|  | 5/1012011 | 97.95 | 6.45 | 91.50 | $<0.5$ | $<1$ | $<1$ | $\leqslant 1$ | $<1$ |
|  | 712012012 | 97.95 | NA | NA | NS | NS | NS | NS | NS |
|  | 5/20/2016 | Well Abandoned |  |  |  |  |  |  |  |


| Tier 1 Groundwater Remediation Objectives |  |  |  |  | Benzene | Toluene | Ethylbonzene | Xyienes | MTBE |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Class I Groundwater |  |  |  |  | 5 | 1.000 | 700 | 10,000 | 70 |
| Class II Groundwater |  |  |  |  | 25 | 2.500 | 1,000 | 10,000 | 70 |
| Indoor Inhalation - Residentlal |  |  |  |  | 110 | 530,000 | 370 | 30,000 | 1,900,000 |
| Indoor Inhalation - Industria//Commercial |  |  |  |  | 410 | 530,000 | 1,400 | 93,000 | 6,800,000 |
| Sample Location | Sample Date | Referenced Elevation (feet) | Depth to Groundwater (feet) | Groundwater Elevation (feet) |  |  |  |  |  |
| MW-10 | 6/11/2004 | 98.18 | 7.07 | 91.11 | 139 | 5.8 | 8.2 | 14.2 | 4.3 |
|  | 9/10/2004 | 98.18 | 7.13 | 91.05 | 199 | 7.9 | 16.4 | 21.1 | 5 |
|  | 12/14/2004 | 98.18 | 6.90 | 91.28 | 236 | 9.3 | 25.8 | 23.9 | 5.1 |
|  | 3/31/2005 | 98.18 | 5.50 | 92.68 | 163 | 49 | 20.4 | 16.9 | 3.6 |
|  | 6/16/2005 | 98.18 | 828 | 89.90 | 143 | 45 | 9.5 | 14.1 | 3.7 |
|  | 9/16/2005 | 98.18 | 9.47 | 88.71 | 225 | 65 | 64.7 | 21.3 | 5.6 |
|  | 7/13/2006 | 98.18 | 7.50 | 90.68 | 269 | 553 | 19.8 | 17.3 | $<1$ |
|  | 10/16/2006 | 98.18 | 7.34 | 90.84 | 280 | 7.27 | 27.7 | 16.8 | 3.4 |
|  | 2/15/2007 | 98.18 | 5.02 | 93.16 | 240 | 5.33 | 15.3 | 14.5 | 524 |
|  | 11/28/2007 | 98.18 | 8.65 | 89.53 | 74.2 | 4.01 | 6.76 | 11.7 | 4.61 |
|  | 2/19/2008 | 98.18 | 6.08 | 92.10 | 157.2 | 1.8 | 44.8 | 13.3 | $<5$ |
|  | 4/23/2008 | 98.18 | 6.60 | 91.58 | NS | NS | NS | NS | NS |
|  | 11/28/2008 | 98.18 | 8.56 | 89.62 | 30.66 | 2.06 | 202 | $44$ | $<5$ |
|  | 3/25/2009 | 98.18 | 6.55 | 91.63 | 44.98 | 1350 | 9.180 | $2.02$ | $<5$ |
|  | 6/18/2009 | 98.18 | 6.20 | 91.98 | 216.1 | 5.477 | 34.48 | 16.875 | < 5 |
|  | 10/8/2010 | 98.18 | 8.93 | 8925 | 64.43 | 2.610 | 2.83 | 7.900 | <5 |
|  | 5/10/2011 | 98.18 | 6.73 | 91.45 | 221 | 5.4 | 32.9 | 182 | 2.5 |
|  | 7/20/2012 | 98.18 | 8.43 | 89.75 | 43.9 | 3.0 | 7.1 | 10.5 | <0.61 |
|  | 5/20/2016 | Well Abandoned |  |  |  |  |  |  |  |
| MW-11 | 6/11/2004 | 9779 | 7.65 | 90.14 | $<0.31$ | $<0.14$ | $<027$ | $<017$ | $<0.28$ |
|  | 9/10/2004 | 97.79 | 7.26 | 90.53 | $<0.5$ | $<1$ | $<1$ | $<1$ | $<1$ |
|  | 12/14/2004 | 97.79 | 6.50 | 91.29 | $<0.5$ | $<1$ | $<1$ | $<1$ | <1 |
|  | 3/31/2005 | 97.79 | 4.55 | 93.24 | <0 5 | $<1$ | $<1$ | $<1$ | $<1$ |
|  | 6/16/2005 | 9779 | 7.63 | 90.16 | $<1$ | $<1$ | $<1$ | $<1$ | $<1$ |
|  | 9/16/2005 | 97.79 | 5.98 | 91.81 | $<0.5$ | $<1$ | $<1$ | $<1$ | <1 |
|  | 7/13/2006 | 97.79 | 6.46 | 91.33 | $<1$ | $<1$ | $<1$ | $<2$ | 13.3 |
|  | 10/16/2006 | 97.79 | 7.06 | 90.73 | $<1$ | $<1$ | $<1$ | $<2$ | $<1$ |
|  | 2/15/2007 | 97.79 | 6.41 | 9138 | $<1$ | $<1$ | $<1$ | $<3$ | $<1$ |
|  | 11/28/2007 | 9779 | 7.70 | 90.09 | $<1$ | $<1$ | $<1$ | $<3$ | <1 |
|  | 2/19/2008 | 97.79 | 5.78 | 92.01 | $<1$ | $<1$ | 41 | $<3$ | -5 |
|  | 4/23/2008 | 97.79 | 6.22 | 91.57 | NS | NS | NS | NS | NS |
|  | 11/28/2008 | 97.79 | 7.45 | 90.34 | $<1$ | $<1$ | $<1$ | -3 | $<5$ |
|  | 3/25/2009 | 97.79 | 6.09 | 91.70 | NS | NS | NS | NS | NS |
|  | 6/18/2009 | 97.79 | 5.41 | 9238 | NS | NS | NS | NS | NS |
|  | 10/8/2010 | 97.79 | 7.25 | 90.54 | NS | NS | NS | NS | NS |
|  | 5/10/2011 | 97.79 | 6.30 | 91.49 | $<0.5$ | $<1$ | $<1$ | $<1$ | $<1$ |
|  | $7120 / 2012$ | 97.79 | 6.32 | 91.47 | $<0.5$ | $<1$ | $<1$ | $<1$ | $<1$ |
|  | 5/20/2016 | Well Abandoned |  |  |  |  |  |  |  |
| MW-12 | 6/11/2004 | 9858 | 9.82 | 88.76 | $<031$ | $<0.14$ | $<027$ | <0.17 | $<0.28$ |
|  | 9/10/2004 | 98.58 | 7.68 | 90.90 | $<0.5$ | $<1$ | $<1$ | $<1$ | $<1$ |
|  | 12/14/2004 | 98.58 | 7.00 | 91.58 | $<0.5$ | $<1$ | $<1$ | $<1$ | $<1$ |
|  | 3/31/2005 | 98.58 | 490 | 93.68 | $<0.5$ | $<1$ | $<1$ | $<1$ | $<1$ |
|  | 6/16/2005 | 98.58 | 7.54 | 9104 | $<1$ | $<1$ | $<1$ | $<1$ | $<1$ |
|  | 9/16/2005 | 98.58 | 9.68 | 88.90 | $<0.5$ | $<1$ | $<1$ | <1 | $<1$ |
|  | 7113/2006 | 9858 | 6.84 | 9174 | $<1$ | $<1$ | $<1$ | <2 | $<1$ |
|  | 10/16/2006 | 98.58 | 6.90 | 91.68 | $<1$ | $<1$ | $<1$ | $<2$ | $<1$ |
|  | 2/15/2007 | 98.58 | 4.69 | 93.89 | $<1$ | $<1$ | $<1$ | $<3$ | $<1$ |
|  | 11/28/2007 | 98.58 | 7.36 | 91.22 | $<1$ | $<1$ | $<1$ | $<3$ | $<1$ |
|  | 2119/2008 | 98.58 | 6.95 | 91.63 | $<1$ | $\leqslant 1$ | $<1$ | $<3$ | <5 |
|  | 4/23/2008 | 98.58 | 6.43 | 92.15 | NS | NS | NS | NS | NS |
|  | 11/28/2008 | 98.58 | 7.50 | 9108 | $<1$ | $<1$ | $<1$ | $<3$ | $<5$ |
|  | 3/25/2009 | 98.58 | 6.57 | 9201 | NS | NS | NS | NS | NS |
|  | 6/18/2009 | 98.58 | 5.54 | 93.04 | NS | NS | NS | NS | NS |
|  | 10/8/2010 | 98.58 | 7.97 | 90.61 | NS | NS | NS | NS | NS |
|  | 5/10/2011 | 98.58 | 6.54 | 92.04 | $<0.5$ | $<1$ | $<1$ | $<1$ | $<1$ |
|  | 7/20/2012 | 98.58 | NA | NA | NS | NS | NS | NS | NS |
|  | 5/20/2016 | Well Abandoned |  |  |  |  |  |  |  |


| Tier 1 Groundwater Remediation Objectives |  |  |  |  | Benzene | Toluene | Ethylbenzene | Xylenes | MTBE |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Class I Groundwater |  |  |  |  | 5 | 1,000 | 700 | 10,000 | 70 |
| Class II Groundwater |  |  |  |  | 25 | 2,500 | 1.000 | 10,000 | 70 |
| Indoor Inhalation - Industria/Commercial |  |  |  |  | 110 | 530,000 | 370 | 30,000 | 1,900,000 |
|  |  |  |  |  | 410 | 530,000 | 1,400 | 93,000 | 6,800,000 |
| Sample <br> Location | Sample Date | Referenced Elevation (feet) | Depth to Groundwater (feet) | Groundwater Elevation (feet) |  |  |  |  |  |
| MW-13 | 6/11/2004 | 98.45 | 8.96 | 89.49 | $<0.31$ | $<0.14$ | $<0.27$ | $<0.17$ | 13 |
|  | 9/10/2004 | 98.45 | 2.15 | 9630 | $<0.5$ | $<1$ | $<1$ | $<1$ | 89 |
|  | 12/14/2004 | 98.45 | 6.80 | 91.65 | $<0.5$ | $<1$ | $<1$ | $<1$ | $<1$ |
|  | 3/31/2005 | 98.45 | 3.38 | 9507 | $<05$ | $<1$ | $<1$ | $<1$ | $<1$ |
|  | 6/16/2005 | 98.45 | 11.50 | 86.95 | $<1$ | $<1$ | $<1$ | $<1$ | 46.3 |
|  | 9/16/2005 | 98.45 | 1230 | 86.15 | $<0.5$ | $<1$ | $<1$ | $<1$ | 11.2 |
|  | 7/13/2006 | 98.45 | 9.52 | 88.93 | $<1$ | $<1$ | $<1$ | $<2$ | ${ }_{4} 1$ |
|  | 10/16/2006 | 98.45 | 8.89 | 8956 | $<1$ | $<1$ | $<1$ | $<2$ | $<1$ |
|  | 2/15/2007 | 98.45 | NA | NA | Unable To Sample |  |  |  |  |
|  | 11/28/2007 | 98.45 | 10.30 | 88. 15 | $<1$ | $<1$ | - <1 | $<3$ | $<1$ |
|  | 2/19/2008 | 9845 | 4.90 | 9355 | $<1$ | <1 | $<1$ | <3 | $<5$ |
|  | 4/23/2008 | 98.45 | 9.29 | 89.16 | NS | NS | NS | NS | NS |
|  | 11/28/2008 | 98.45 | NA | NA | Dry |  |  |  |  |
|  | 3/25/2009 | 98.45 | 9.29 | 8916 | NS | NS | NS | NS | NS |
|  | 6/18/2009 | 9845 | 5.05 | 93.40 | NS | NS | NS | NS | NS |
|  | 10/8/2010 | 98.45 | NA | NA | Dry |  |  |  |  |
|  | 5/10/2011 | 98.45 | 9.69 | 88.76 | $\begin{array}{r} <05 \\ <0.5 \end{array}$ | $<1$ | $<1$ | $<\uparrow$ | $<1$ |
|  | $7 / 20 / 2012$ | 98.45 | 6.10 | 92.35 |  | $<1$ | $<1$ | $\leqslant 1$ | $<1$ |
|  | 5/20/2016 | Well Abandoned |  |  |  |  |  |  |  |
| MW-14 | 12/14/2004 | 9784 | 4.40 | 93.44 | $<0.5$ | $<1$ | $\leqslant 1$ | $<1$ | $<1$ |
|  | 6/16/2005 | 97.84 | 760 | 90.24 | $<1$ | $\leqslant 1$ | $<1$ | <1 | $<1$ |
|  | 9/16/2005 | 97.84 | 8.12 | 8972 | $<0.5$ | $<1$ | $<1$ | $<1$ | $<1$ |
|  | 7/13/2006 | 97.84 | NA | NA | Well Destroyed |  |  |  |  |
|  | 10/16/2006 | 97.84 | NA | NA | Well Destroyed |  |  |  |  |
|  | 3/25/2009 | 97.84 | NA | NA | Well Destroyed |  |  |  |  |
| MW-15 | 12/14/2004 | 97.63 | 4.20 | 93.43 | $<05$ | $<1$ | $<1$ | $<1$ | $<1$ |
|  | 6/16/2005 | 97.63 | 7.88 | 89.75 | $<1$ | $<1$ | $<1$ | $<1$ | $<1$ |
|  | 9/16/2005 | 97.63 | 9.53 | 88.10 | $<0.5$ | $<1$ | $<1$ | $<1$ | 5.1 |
|  | 7/13/2006 | 97.63 | 7.90 | 89.73 | $<1$ | $<1$ | $<1$ | $<2$ | $<1$ |
|  | 10/16/2006 | 97.63 | 7.73 | 89.90 | $<1$ | $<1$ | $<1$ | $<2$ | $<1$ |
|  | 2115/2007 | 97.63 | NA | NA | NS | NS | NS | NS | NS |
|  | 11/28/2007 | 97.63 | 8.75 | 88.88 | $<1$ | $<1$ | $<1$ | $<3$ | $<1$ |
|  | 2/19/2008 | 97.63 | 620 | 91.43 | $<1$ | $<1$ | $<1$ | $<3$ | < 5 |
|  | 4/23/2008 | 97.63 | 6.96 | 90.67 | NS | NS | NS | NS | NS |
|  | 11/28/2008 | 97.63 | 8.67 | 8896 | $<1$ | $<1$ | $<1$ | 43 | $<5$ |
|  | 3/25/2009 | 97.63 | 6.66 | 90.77 | $<1$ | $<1$ | $<1$ | $<3$ | $<5$ |
|  | 6/18/2009 | 97.63 | 6.41 | 9122 | NS | NS | NS | NS | NS |
|  | 10/8/2010 | 97.63 | 8.87 | 8876 | NS | NS | NS | NS | NS |
|  | 5/10/2011 | 9763 | 7.10 | 90.53 | $<0.5$ | $<1$ | $<1$ | 5.3 | $<1$ |
|  | 7/20/2012 | 97.63 | NA | NA |  |  | NS | NS | NS |
|  | 5/20/2016 | Weili Abandoned |  |  |  |  |  |  |  |
| MW-16 | 4/23/2008 | 98.27 | 3.76 | 9451 | 3.47 | $<1$ | $<1$ | <3 | 643 |
|  | 11/28/2000 | 98.27 | NA | NA | NS | NS | NS | NS | NS |
|  | 3/25/2009 | 9827 | 4.11 | 94.16 | $<1$ | $<1$ | $<1$ | $\begin{aligned} & <3 \\ & \text { NS } \end{aligned}$ | 11.94 |
|  | 6/18/2009 | 9827 | 3.11 | 95.16 |  | NS | NS |  | NS |
|  | 10/8/2010 | 98.27 | 7.28 | 90.99 | NS | NS | NS | NS | NS |
|  | 5/10/2011 | 9827 | 4.20 | 94.07 | 0.60 | $<1$ | $<1$ | 5.3 | 26 |
|  | $\frac{7 / 20 / 2012}{5 / 20 / 2016}$ | 9827 | 6.40 | 9187 | NS | NS | NS | NS | NS |
|  |  | Well Abandoned |  |  |  |  |  |  |  |
| MW-17 | 4/23/2008 | 98.41 | 3.46 | 94.95 | $<1$ | $<1$ | $<1$ | <3 | 24.92 |
|  | 11/28/2008 | 9841 | NA | NA | NS | NS | NS | NS | NS |
|  | 3/25/2009 | 98.41 | 3.57 | 94.84 | $<1$ | $<1$ | <1 | <3 | < |
|  | 6/18/2009 | 98.41 | 1.75 | 96.66 | NS | NS | NS | NS | NS |
|  | 10/9/2010 | 9841 | 6.13 | 9228 | NS | NS | NS | NS | NS |
|  | 5/10/2011 | 98.41 | 359 | 94.82 | $<0.5$ | $<1$ | $<1$ | $<1$ | 8.3 |
|  | $7 / 20 / 2012$ | 9841 | 5.42 | 92.99 | NS | NS | NS | NS | NS |
|  | 5/20/2016 | 9841 | 326 | 95.15 | 9 | $<0.50$ | $<0.50$ | $<1.5$ | 0.24 J |
| MW-4R | 5/20/2016 | 99.40 | 4.66 | 94.74 | 44.6 | $<0.50$ | 40.50 | $<1.5$ | 29.2 |


| MTBE | = Methyl fertiary butyl ether . |
| :---: | :---: |
| $\mu \mathrm{g}$ / | = micrograms per Liter (paris per billion) |
| c\# | $=$ not delected above laboratory limits |
| NS | = not sampled |
| Bold | = concentrallon exceeds Tier 1 GRO for Class II groundwater onsite and Class I groundwater ofisite |
| D | $=$ result is from a diluted sample |
| NA | = not avallable |
|  |  |

## EXHIBIT B - SITE LOCATION MAP AND LEGAL DESCRIPTION



Street Address: 7500 S. Lemont Rd, Woodridge, IL
PIN: 09-30-401-125

## Legal Description:

Parcel 1:
THE NORTHERNLY 190 FEET OF THE EASTERLY 170 FEET OF LOT 1 (EXCEPT THE NORTHERLY125 FEET OF THE EASTERLY 145 FEET THEREOF) IN HARVEY AND ROBERTS SUBDIVISION, UNIT 1, A SUBDIVISION OF PART OF THE EAST $1 / 2$ OF THE SOUTHEAST $1 / 4$ OF SECTION 30 , TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 15, 1947 AS DOCUMNT 514190, IN DUPAGE COUNTY, ILLINOIS.
Parcel 2:
THE NORTHERLY 125 FEET OF THE EASTERLY 145 FEET OF LOT 1 IN HARVEY AND ROBERTS SUBDIVISION UNIT 1, A SUBDIVION OF PART OF THE EAST $1 ⁄ 2$ OF THE SOUTHEAST 114 MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 15,1947 AS DOCUMENT 514190, IN DUPAGE COUNTY, ILLINOIS.
Parcel 3:
NON-EXCLUSIVE VEHICULAR AND PEDESTRIAN ACCESS BASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 AS SET FORTH IN THE EASTMENT AGREEMENT DATED NOVEMBER 17, 1998 MADE BY AND BETWEEN PRICE R.E.I.T. PROPERTIES, LLC AND EQUILON ENTERPRISES LLC.

## EXHIBIT C: PAYMENT BOND

## PAYMENT BOND

Bond No 30173901
KNOW ALL MEN BY THESE PRESENTS, That we True North Energy, LLC as Principal, (hereinafter called "Principal"), and Western Surety Company, a corporation, as Surety, (hereinafter called "Surety"), are held and firmly bound unto DuPage County, Illinois, as Obligee, in the full and just sum of Four Hundred Seventy Two Thousand Seven Hundred Seventy Six and 50/100 Dollars ( $\$ \underline{472,776.50}$ ) to be paid to the said Obligee or its successors or assigns for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered, or is about to enter, into a written Agreement with the Obligee titled Highway Authority Benefits Agreement ("HABA") as is more specifically set for in the HABA, to which reference is hereby made. The assurance is tied to 7500 S . Lemont Road, Woodridge, Illinois (Intersection of CH 9/Lemont Road and CH 33/75 ${ }^{\text {th }}$ Street) in the county of Dupage, Illinois per liability limits defined in the execute Highway Authority Benefits Agreement ("HABA") between True North Energy, LLC and Dupage County DOT.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well and truly perform, pay, and carry out the covenants, terms and conditions of said HABA, then this obligation to be void; otherwise to remain in full force and effect. This bond shall continue and remain in full force and effect so long as the HABA remains in full force and effect.

Signed this 10th day of February , 2023.

## Signature on File

ATTEST:
Printed Name: Uaniel Keating, witness Attorney-in-fact for Principal

ATTEST
By:
Signature on File
Printed Name: Anni Formhals. Witness
Attorney-in-fact for Surety

PRINCIPAL True North Enervy, LLC
By:
Signature on File


SURETY Western Surety Company
By: __Signature on File
Printed Name: Derek J. Elston, Attorney-in-fact
Address: $\quad 151$ N. Franklin Street
Chicago, IL 60606
Phone: (800) 331-6053

# Western Surety Company 

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Sandra M Winsted, Jennifer L Jakaitis, Christopher P Troha, Derek J Elston, Susan A Welsh, Christina L Sandoval, Judith A Lucky-Eftimov, Aerie Walton, Bartlomiej Siepierski, Nicholas Pantazis, Samantha Chierici, Kristin L Hannigan, Tara A Reimer, Rachel Fore, Corinne Chapman, Roger Paraison, Jean Torres, Nicholas Kertesz, Dartonya Wright, Individually
of Chicago, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

## - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 20th day of December, 2022.


WESTERN SURETY COMPANY Signature on File<br>

$\left.\begin{array}{l}\text { State of South Dakota } \\ \text { County of Minnehaha }\end{array}\right\}$ ss
On this 20th day of December, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation,

My commission expires
March 2, 2026


## Signature on File

M. Bent, Notary Public

## CERTIFICATE

1, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 10th day of February, 2023.


WESTERN SURETY COMPANY

## EXHIBIT D

Exhibit D is intentionally excluded from this Agreement.

## EXHIBIT E

Exhibit E is intentionally excluded from this Agreement.

## EXHIBIT F

Exhibit F is intentionally excluded from this Agreement.

# EXHIBIT G: UNANIMOUS ACTION OF THE MEMBERS WITHOUT A MEETING 

## True North Energy, LLC

## UNANIMOUS ACTION OF THE MEMBERS WITHOUT A MEETING

THE UNDERSIGNED, representing all of the Members of True North Energy, LLC (the "Company"), a Delaware limited liability company:

HAVING DETERMINED that in order to manage the Company's environmental affairs, it is in the best interests of the Company to allow Mark E. Lyden, CEO/President and Lindsay Lyden Niese, Vice President of True North Holdings, Inc., Member of the Company or either of them, to administer and execute on behalf of Company any of the following instruments to be used as Institutional Controls in connection with corrective actions pursuant to Illinois Administrative Code (IAC) Title 35, Part 742, Subpart J of the Tiered Approach to Corrective Action Objectives (TACO):

1. No Further Remediation Letters
2. Environmental Land Use Controls
3. Land Use Control Memoranda of Agreement
4. Ordinances adopted and administered by a unit of local govemment
5. Agreements between a property owner (or, in the case of a petroleum leaking underground storage tank, the owner or operator of the tank) and a highway authority with respect to any contamination remaining under highways; and
6. Agreements between a highway authority that is also the property owner (or, in the case of a petrolenm leaking underground storage tank, the owner or operator of the tank) and the Agency with respect to any contamination remaining under the highways.

HEREBY consent to the adoption of and also hereby accept the following resolution:
RESOLVED, Mark E. Lyden, CEO/Prosident and Lindsay Lyden Niese, Vice President of True North Holdings, Inc., Member of the Company or either of them are hereby authorized to administer and execute on behalf of Company any of the instruments mentioned above to be used as Institutional Controls in connection with corrective actions pursuant to Illinois Administrative Code (IAC) Title 35, Part 742, Subpart J of the Tiered Approach to Corrective Action Objectives (TACO).

DECLARE, that this action is taken pursuant to the Delaware Code and the LLC Agreement, shall be inserted into the Minute Book of the Company, and shall be effective as of the latest date sel forth below.

SHEt ©omutuRODUCTS IIS<br>Signature on File<br>Designated Representative<br>Date: Juan Kemp<br>-


Date: 10.25 .22

## EXHIBIT H: HAA APPLICATION

This Exhibit H is contained on the one CD ROM or Flashdrive attached.

# AWARDING RESOLUTION <br> TO A LAMP CONCRETE CONTRACTORS, INC. CH3 WARRENVILLE ROAD SIDEWALK <br> SECTION 20-SDWLK-05-SW <br> (COUNTY COST: $\$ 309,141.00$ ) 

WHEREAS, the County of DuPage is authorized and empowered to construct, repair, improve and maintain County and/or township roads, bridges, and appurtenances; and

WHEREAS, the County of DuPage has published a contract proposal for the CH3 Warrenville Road Sidewalk, Section 20-SDWLK-05-SW, setting forth the terms, conditions, and specification (a copy of which is incorporated herein by reference); and

WHEREAS, the budget for the 2023 fiscal year provides for the construction and maintenance of roads, bridges, and appurtenances; and

WHEREAS, the following bids were received in compliance with the contract proposal:

## NAME

A Lamp Concrete Contractors, Inc.
Alliance Contractors, Inc.
Martam Construction, Inc.
MYS Incorporated
Areatha Construction Company, Inc.
Landmark Contractors, Inc.
Copenhaver Construction Company, Inc.
and

## BID AMOUNT

\$309,141.00
\$339,304.20
\$373,084.00
\$380,664.08
\$389,847.63
\$393,636.35
\$450,424.90

WHEREAS, it has been determined that it is in the best interest of the County of DuPage to award a contract to A Lamp Concrete Contractors, Inc. for their submission of the lowest, most responsible bid in the amount of $\$ 309,141.00$.

NOW, THEREFORE, BE IT RESOLVED that a contract in accordance with the terms, conditions, and specifications set forth in said contract proposal be, and is hereby awarded to A Lamp Concrete Contractors, Inc., 1900 Wright Boulevard, Schaumburg, Illinois 60193 for their bid of $\$ 309,141.00$; and

BE IT FURTHER RESOLVED that this contract is subject to the Prevailing Wage Act (820 ILCS 130), and as such, not less than the prevailing rate of wages as found by the Illinois Department of Labor shall be paid to all laborers, workers, or mechanics performing work under this contract; and

BE IT FURTHER RESOLVED that the Chair and Clerk of the DuPage County Board are hereby authorized and directed to execute the aforesaid contract with A Lamp Concrete Contractors, Inc.

Enacted and approved this 14th day of March, 2023 at Wheaton, Illinois.

Attest: $\qquad$
JEAN KACZMAREK, COUNTY CLERK

SPECIAL PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS


Required Vendor Ethics Disclosure Statement
Failure to complete and return this form may result in delay or cancellation of the
Date: 2/28/2023
County's Contractural Obligation.
Bid/Contract/PO \#: 20-SDWLK-05-SW

| Company Name: A Lamp Concrete Contractors, Inc | Company Contact: Jeff Moyer |
| ---: | :---: | :---: |
| Contact Phone: $847-891-6000$ | Contact Email: jmoyer@alampconcrete.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.

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

| Recipient | Donor | Description (e.g. cash, type of item, in- <br> 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.

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

| Lobbyists, Agents and Representatives and all individuals who are <br> or will be having contact with county officers or employees in <br> 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 Tiziana Lampignano
Title

## President

Date February 28, 2023
Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)

RESOLUTION<br>ACCEPTANCE AND APPROPRIATION OF<br>THE HOME INVESTMENT PARTNERSHIP GRANT - AMERICAN RESCUE PLAN<br>GRANT AGREEMENT NO. M21-DP170214<br>COMPANY 5000-ACCOUNTING UNIT 1450 \$6,179,987

(Under the administrative direction of the Community Services Department)
WHEREAS, the County of DuPage, on behalf of the Department of Community Services, heretofore accepted and appropriated the Home Investment Partnership Grant - American Rescue Plan, Grant Agreement No. M21-DP170214, Company 5000 - Accounting Unit 1450, pursuant to Resolution FI-R-0007-22 for the period September 20, 2021 through September 30, 2030; and

WHEREAS, the County of DuPage, on behalf of the Department of Community Services, has been notified by the U.S. Department of Housing and Urban Development that, due to the acceptance of the County of DuPage's HOME-ARP allocation plan (ATTACHMENT II), additional grant funds in the amount of \$6,179,986.55 (SIX MILLION, ONE HUNDRED SEVENTY-NINE THOUSAND, NINE HUNDRED EIGHTY-SIX AND 55/100 DOLLARS) are available for continuing the Home Investment Partnership Program; and

WHEREAS, no additional County funds are required to receive this additional funding; and
WHEREAS, acceptance of this additional grant funding does not add any additional subsidy from the County; and

WHEREAS, the DuPage County Board finds that the need to appropriate said funds creates an emergency within the meaning of the Counties Act, Budget Division, (55 ILCS 5/6-1003).

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (ATTACHMENT I) in the amount of $\$ 6,179,987$ (SIX MILLION, ONE HUNDRED SEVENTY-NINE THOUSAND, NINE HUNDRED EIGHTY-SEVEN AND NO/100 DOLLARS) be made and added to the Home Investment Partnership Grant - American Rescue Plan, Company 5000 Accounting Unit 1450, and that the program continue as originally approved in all other respects; and

BE IT FURTHER RESOLVED that should federal funding cease for this grant, the Human Services Committee shall review the need for continuing the specified program and head count; and

BE IT FURTHER RESOLVED that should the Human Services Committee determine the need for other funding is appropriate, it may recommend action to the County Board by resolution.

Enacted and approved this 14th of March, 2023 at Wheaton, Illinois.

# DEBORAH A. CONROY, CHAIR DU PAGE COUNTY BOARD 

Attest:
JEAN KACZMAREK, COUNTY CLERK

# ADDITIONAL APPROPRIATION FOR THE <br> HOME INVESTMENT PARTNERSHIP GRANT - AMERICAN RESCUE PLAN GRANT AGREEMENT NO. M21-DP170214 COMPANY 5000 - ACCOUNTING UNIT 1450 <br> \$6,179,987 

REVENUE

41000-0001 - Federal Operating Grant - HUD

## TOTAL ANTICIPATED REVENUE

## EXPENDITURES

PERSONNEL

| 50000-0000 - Regular Salaries | $\$$ | 100,000 |
| :--- | ---: | ---: |
| 50040-0000 - Part Time Help | 15,000 |  |
| 51010-0000 - Employer Share I.M.R.F. | 15,000 |  |
| 51030-0000 - Employer Share Social Security | 15,000 |  |
| 51040-0000 - Employee Med \& Hosp Insurance | 15,000 |  |

TOTAL PERSONNEL
COMMODITIES

| $52200-0000-$ Operating Supplies \& Materials | $\$$ | 1,000 |  |
| :---: | :---: | :---: | :---: |
| 52260-0000 - Fuel \& Lubricants | 738 |  |  |
| TOTAL COMMODITIES | $\$$ | 1,738 |  |

CONTRACTUAL

| 53000-0000 - Auditing \& Accounting Services | $\$$ | 10,000 |
| :--- | ---: | ---: |
| 53090-0000 - Other Professional Services | 1,000 |  |
| 53500-0000 - Mileage Expense | 1,000 |  |
| 53800-0000 - Printing | 1,000 |  |
| 53820-0000 - Grant Services | $6,005,249$ |  |

TOTAL CONTRACTUAL
TOTAL ADDITIONAL APPROPRIATION
\$ 6,179,987
\$ 6,179,987
$\xrightarrow{6,179,987}$

# ATTACHMENT II 


U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Chicago Field Office
77 W. Jackson Blvd, Suite 2400
Chicago, Illinois 60604-3507
OFFICE OF COMMUNITY PLANNING \& DEVELOPMENT

February 14, 2023
Mary A. Keating, Director
Community Services DuPage County Community Services
421 N. County Farm Road
Wheaton, IL 60187
Dear Ms. Keating:
The American Rescue Plan Act of 2021 appropriated $\$ 5$ billion to provide housing, services, and shelter to individuals experiencing homelessness and other vulnerable populations, to be allocated by formula to jurisdictions that qualified for HOME Investment Partnerships Program allocations in Fiscal Year 2021. On September 13, 2021, the Department published CPD Notice 21-10, titled: Requirements for the Use of Funds in the HOME-American Rescue Plan Program (the Notice), which you are encouraged to review to assist in developing your program. As the participating jurisdiction (PJ), you are responsible for ensuring that all grant funds are used in accordance with all program requirements.

In accordance with the Notice, and the HOME ARP Grant Agreement, a PJ, as of the Federal Award Date, may use up to five percent of its total award for administrative and planning costs before HUD accepts its HOME-ARP Allocation Plan. Your HOME-ARP Allocation Plan has been accepted by HUD and the remaining award will be made available.

| HOME-ARP Funds (5\% for administration and planning) | $\$ 325,262.45$ |
| :--- | ---: |
| HOME-ARP Remaining Funds (95\% of allocation) | $\$ 6,179,986.55$ |
| Total HOME-ARP Award | $\$ 6,505,249.00$ |

As a reminder, the PJ must adhere to the referral methods detailed in the HOME-ARP notice (Section IV.C.) for all assisted projects which are: the coordinated entry (CE) system established by the Continuum of Care serving its geographic area; a combination of coordinated entry with other referral methods, or a project activity waiting list. If the PJ elects to utilize the CE system, the CE system must be revised to accept the qualifying populations eligible for activities or projects it intends to fund, in accordance with the preferences and prioritization, if any, described in its HOME-ARP allocation plan.

If you have not yet submitted a copy of your signed HOME-ARP Grant Agreement to this office, please do so immediately. In response to COVID-19, HUD authorizes you to electronically execute the grant agreement with your electronic signature. Execute two (2) copies with electronic signatures and, return one (1) of the agreements to this office to the attention of Donald G. Kathan, CPD Director at donald.g.kathan@hud.gov. Maintain a copy of the agreement with your original signature on site in your program files.

HUD congratulates Dupage County Consortium, IL on its grant award, and we look forward to assisting you in accomplishing your programs goals. If you have any questions or need further information of assistance, please contact Jay C. Cook, Community Planning and Development (CPD) Representative at (312) 913-8017 or jay.c.cook@hud.gov.

Sincerely,

Signature on File

Donald G. Kathan, Director
Office of Community Planning and Development

## Enclosures

## CORRECTION OF A SCRIVENER'S ERROR IN RESOLUTION FI-R-0077-23

WHEREAS, authorization to transfer $\$ 169,766$ in budget to General Fund Special Accounts for Fiscal Year 2023, pursuant to Resolution FI-R-0077-23, was approved on February 28, 2023; and

WHEREAS, said Resolution should have stated the need to provide a budget transfer in the amount of \$169,766 (ONE HUNDRED SIXTY-NINE THOUSAND, SEVEN HUNDRED SIXTY-SIX AND NO/ 100 DOLLARS) from 1000-1180-53828 (Contingencies) to 1000-1180-57002-0100 (Transfer Out DuPage Care Center), and not 1000-1190-53828 (General Fund Contingencies) to 1000-1180-57002-0100 (Transfer Out DuPage Care Center).

NOW, THEREFORE, BE IT RESOLVED, by the DuPage County Board that Resolution FI-R-0077-23 be revised to allow a budget transfer in an amount up to, but not to exceed $\$ 169,766$ (ONE HUNDRED SIXTY-NINE THOUSAND, SEVEN HUNDRED SIXTY-SIX AND NO/100 DOLLARS) in one or more transfers from 1000-1180-53828 (Contingencies) to 1000-1180-57002-0100 (Transfer Out DuPage Care Center); and

BE IT FURTHER RESOLVED by the DuPage County Board that the said transfers may be made relative to the period of December 1, 2022 to November 30, 2023.

Enacted and approved this 14th of March, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: $\qquad$
JEAN KACZMAREK, COUNTY CLERK

# CORRECTION OF A SCRIVENER'S ERROR IN RESOLUTION FI-R-0028-23 

(Under the administrative direction of the DuPage County Sheriff Office)

WHEREAS, the Illinois State Opioid Response Criminal Justice Medication Assisted Treatment Integration FY23, MOU Number 2023-03, Company 1000 - Accounting Unit 4410 was accepted, adopted, and appropriated pursuant to Resolution FI-R-0028-23 on January 10, 2023; and

WHEREAS, the Memorandum of Understanding (MOU) should have been accepted and not appropriated as the expenses were previously budgeted for in Company 1000-Accounting Unit 4410.

NOW, THEREFORE, BE IT RESOLVED that the Illinois State Opioid Response Criminal Justice Medication Assisted Treatment Integration FY23, MOU Number 2023-03, Company 1000 - Accounting Unit 4410 referenced in Resolution FI-R-0028-22, be changed to reflect being accepted and not appropriated.

Enacted and approved this 14th of March, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR DU PAGE COUNTY BOARD

Attest: $\qquad$
JEAN KACZMAREK, COUNTY CLERK

WHEREAS, Resolution FI-R-0075-23 was approved by the DuPage County Board on February 14, 2023; and

WHEREAS, the aforementioned Resolution provided for a grant agreement ("Agreement") between the County of DuPage and Poised for Success; and

WHEREAS, the need for an amended Agreement between the County and Poised for Success is necessary in order to accommodate the revised reporting and payment structure of the grant funds.

NOW, THEREFORE, BE IT RESOLVED, that the DuPage County Board approves the attached amended Agreement (Exhibit A) between the County and Poised for Success; and

BE IT FURTHER RESOLVED, that the DuPage County Board hereby directs the DuPage County Board Chair to execute the amended Agreement between the County and Poised for Success.

Enacted and approved this 14th of March, 2023 at Wheaton, Illinois.

Attest: $\qquad$
JEAN KACZMAREK, COUNTY CLERK

## EXHIBIT A

## FIRST AMENDMENT TO THE GRANT AGREEMENT <br> BETWEEN THE COUNTY OF DUPAGE AND POISED FOR SUCCESS FOR AN AMOUNT NOT TO EXCEED \$45,000

WHEREAS, the County of DuPage ("County") is a body corporate and politic; and

WHEREAS, Poised for Success is a $501(c)(3)$ which provides services for women who are seeking employment or reemployment; and

WHEREAS, the County and Poised for Success ("Agency") are hereafter sometimes referred to as the "Party" and collectively referred to herein as "the Parties"; and

WHEREAS, the Parties have prepared this Agreement to govern the distribution of the grant funds identified above.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

1. Purpose of the Agreement. The Purpose of this Agreement is to provide the Agency with funds for services for low-income women who are seeking employment or reemployment, including interview skills/training, professional development, and business appropriate clothing. This Agreement provides funding for operating expenses.
2. Eligible Uses. Funds appropriated by the County Board for disbursement under this Agreement shall be used to provide for operating expenses.
3. Recitals. The recitals to this Agreement are incorporated as though set forth fully herein.
4. Term. This Agreement shall be effective March 14, 2023 through March 20, 2024. Sections 6, 7, 8, 9, 10, 11, 13, 14, 15 and 16 of this Agreement shall remain in effect indefinitely and shall survive the termination of this Agreement.
5. Termination, Breach. This Agreement may be terminated upon thirty (30) days' notice to the other Party with the written consent of the other Party. All terms of this Agreement shall be considered material terms and therefore all breaches shall be deemed material breaches. In the event of a breach of this Agreement by any Party, the non-breaching Party shall provide the breaching Party with written notice of the breach and
shall provide a period of not less than thirty (30) days to cure said breach.
6. Venue, Applicable Law. The exclusive venue for disputes arising from this Agreement shall be the 18th Judicial Circuit Court, sitting in Wheaton, Illinois. This Agreement shall be governed by the laws of the State of Illinois.
7. Report to the County. The Agency shall submit one report no later than April 15, 2024 listing the number of individuals served for the period of April 1, 2023 through March 31, 2024.
8. Payment. The County agrees to disburse the funds in the amount of $\$ 45,000$ to the Agency upon receipt of an invoice and a fully executed contract.
9. Audit. The Agency agrees to retain and provide access to all financial records and documents related to the grant for a period of seven (7) years for local, state, and federal audit purposes.
10.Review of Operations. The County may monitor and conduct an evaluation of operations funded. An evaluation may include a visit from County personnel to observe and review the Agency's financial reports and materials relating to the activities financed.
10. Clawback, Liquidated damages. In the event that any entity authorized by law audits the County's disbursal of funds and determines that the funds disbursed to the Agency were used for purposes other than those permitted by state or federal law, the Agency agrees to indemnify the county and hold the County harmless against any and all liabilities, including judgments, costs and reasonable counsel fees, related to the disbursal of funds to the Agency. The Agency expressly agrees to reimburse the County for the cost of any penalty, fine, or judgment should an entity penalize the County for any improper disbursal of funds under this Agreement.
12.Assignment. Neither Party shall assign performance under this Agreement, nor shall either Party transfer any right or obligation under this Agreement without the express written approval of the County.
11. Amendment. Any amendment to the terms of this Agreement must be in writing and will not by effective until it has been executed and approved by the same Parties who approved and executed the original agreement or their successors in office.
12. Waiver. If the County fails to enforce any provision of this Agreement, that failure does not waive said provision or the County's right to enforce it.
15.Sole Agreement. This Agreement contains all negotiations between the County and the Agency. No other understanding
regarding this grant Agreement, whether written or oral, may be used to bind either Party.
13. Liability. The Agency agrees to indemnify, save, and hold the County, its officers, agents and employees, harmless from any claims or causes of action, including attorney's fees incurred by the County, arising from the performance of this Agreement by the Agency, its officers, agents or employees. This clause will not be construed to bar any legal remedies the Agency may have for the County's failure to fulfill any of the County's obligations under this Agreement.

THUS, in witness thereof, the Parties have executed this Agreement on the date first written below.

## The County of DuPage

By:
Print Name: Deborah A. Conroy
Title: County Board Chair
Date: March 14, 2023

Poised for Success

By:
Print Name:
Title: $\qquad$
Date: $\qquad$

## ADDITIONAL APPROPRIATION FOR THE ADULT REDEPLOY ILLINOIS PROGRAM GRANT PY23 INTER-GOVERNMENTAL AGREEMENT NO. 192301 COMPANY 5000 - ACCOUNTING UNIT 6192 FROM \$354,223 TO \$409,453 (AN INCREASE OF \$55,230)

(Under the administrative direction of the DuPage County Department of Probation and Court Services)
WHEREAS, the County of DuPage, through the DuPage County Department of Probation and Court Services, heretofore accepted and appropriated the Adult Redeploy Illinois Program Grant PY23, Intergovernmental Agreement No. 192301, Company 5000, Accounting Unit 6192, pursuant to Resolution FI-R-0305-22, for the period of July 1, 2022 through June 30, 2023; and

WHEREAS, the County of DuPage, through the DuPage County Department of Probation and Court Services, has been notified by the Illinois Criminal Justice Information Authority that additional grant funds in the amount of \$55,230 (FIFTY-FIVE THOUSAND, TWO HUNDRED THIRTY AND NO/100 DOLLARS) have been made available to increase alternatives to incarceration for non-violent offenders; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into amended Grant Agreement No. 192301 with the Illinois Criminal Justice Information Authority, a copy of which is attached to and incorporated as a part of this resolution by reference (ATTACHMENT II); and

WHEREAS, no additional County funds are required to receive this additional funding; and
WHEREAS, acceptance of this additional grant funding does not add any additional subsidy from the County; and

WHEREAS, the DuPage County Board finds that the need to appropriate said funds creates an emergency within the meaning of the Counties Act, Budget Division, (55 ILCS 5/6-1003).

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that amended Grant Agreement No. 192301 (ATTACHMENT II) between the DuPage County and the Illinois Criminal Justice Information Authority is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the appropriation relating to the Adult Redeploy Illinois Program Grant PY23, Inter-governmental Agreement No. 192301, Company 5000, Accounting Unit 6192 be increased by $\$ 55,230$ (FIFTY-FIVE THOUSAND, TWO HUNDRED THIRTY AND NO/100 DOLLARS) to a new amended total of \$409,453 (FOUR HUNDRED NINE THOUSAND, FOUR HUNDRED FIFTY-THREE AND NO/100 DOLLARS) as reflected on the attached budget sheet (ATTACHMENT I).

BE IT FURTHER RESOLVED that should state funding cease for this grant, the Judicial and Public Safety Committee shall review the need for continuing the specified program; and

BE IT FURTHER RESOLVED that should the Judicial and Public Safety Committee determine the need for other funding is appropriate, it may recommend action to the County Board by resolution.

Enacted and approved this $14^{\text {th }}$ day of March, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR DU PAGE COUNTY BOARD

Attest: $\qquad$
JEAN KACZMAREK, COUNTY CLERK

## ATTACHMENT I

## ADDITIONAL APPROPRIATION FOR <br> THE ADULT REDEPLOY ILLINOIS PROGRAM GRANT PY23

INTER-GOVERNMENTAL AGREEMENT NO. 192301
COMPANY 5000 - ACCOUNTING UNIT 6192
FROM \$354,223 TO \$409,453
(AN INCREASE OF $\$ 55,230$ )
REVENUE

41400-0008 - State Operating Grant - Misc
TOTAL ANTICIPATED REVENUE

## EXPENDITURES

PERSONNEL
50000-0000 - Regular Salaries \$
$\$ \quad 55,230$

51010-0000 - Employer Share I.M.R.F.
51030-0000 - Employer Share Social Security
51040-0000 - Employee Med \& Hosp Insurance
51050-0000 - Flexible Benefit Earnings
TOTAL PERSONNEL
COMMODITIES
52200-0000 - Operating Supplies \& Materials
TOTAL COMMODITIES
CONTRACTUAL

| 53070-0000 - Medical Services | $\$$ | 5,004 |
| :--- | ---: | ---: |
| 53090-0000 - Other Professional Services | 3,775 |  |
| 53500-0000 - Mileage Expense | 23 |  |
| $53830-0000$ - Other Contractual Expenses | 18,653 |  |

TOTAL CONTRACTUAL

TOTAL ADDITIONAL APPROPRIATION
$\$ \quad 1,760$
$\$ \quad 1,760$

18,653
\$ 27,455
\$ $\quad 55,230$

## AMENDMENT TO THE GRANT AGREEMENT



## THE STATE OF ILLINOIS, ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY AND <br> COUNTY OF DUPAGE

The Illinois Criminal Justice Information Authority (Grantor), with its principal office at 60 East Van Buren Street, $6^{\text {th }}$ Floor, Chicago, Illinois 60605, and County of DuPage (Grantee), with its principal office at 421 N. County Farm Road Wheaton, IL 60187-3978 and payment address at 503 N. County Farm Road Wheaton, IL 60187-3978, hereby agree that the following amendment (I) shall amend the Grant Agreement (192301), which is described below. Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

All terms and conditions set forth in the original Agreement and any subsequent amendment, but not amended herein, shall remain in full force and effect as written. In the event of a conflict, the terms of this Amendment shall prevail. This Amendment is atuthorized by Paragraph 26.5 of the Agreement.

WHEREAS, it is the intent of the Parties to perform consistent with all terms herein and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained in the Agreement and herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

## ARTICLE I <br> AWARD AND AMENDMENT INFORMATION AND CERTIFICATION

1.1. Original Agreement. The Agreement, numbered192301, has an original term from July 1, 2022 to June 30, 2023.
1.2. Prior Amendments. Below is the list of all prior amendments to the Agreement (mark $N / A$ if none): Amendment Number: $\qquad$ N/A $\qquad$ , Effective Date: $\qquad$ .
1.3. Current Agreement Term. The Agreement expires on June 30, 2023, unless terminated pursuant to the Agreement.
1.4. Item(s) Altered. Identify which of the following Agreement elements are amended herein (check all that apply):
Exhibit A (Project Description)Exhibit F (Performance Standards)Exhibit B (Deliverables/Milestones)
$\checkmark$ Exhibit C (Payment)Exhibit G (Specific Conditions)Exhibit D (Contact Information)Exhibit E (Performance Measures)PART TWO (Grantor-Specific Terms)Award TermPART THREE (Project-Specific Terms)Funding SourceOther (specify): $\qquad$
1.5. Effective Date. If an effective date is not identified in this Paragraph, the Amendment shall be effective upon the last dated signature of the Parties.
1.6. Certification. Grantee certifies under oath that (1) all representations made in this Amendment are true and correct and (2) all Grant Funds awarded pursuant to the Agreement shall be used only for the purpose(s) described therein, including all subsequent amendments. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of the Agreement and repayment of all Grant Funds.
1.7. Signatures. In witness whereof, the Parties hereto have caused this Amendment to be executed by their duly authorized representatives.

## ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY

By :
Delrice Adams, Executive Director
Date: $\qquad$

## County of DuPage

By: $\qquad$
Deborah A. Conroy, Chairwoman
Date: $\qquad$
E-mail: $\qquad$

By: $\qquad$
Jeffrey Martynowicz, Chief Financial Officer
Date: $\qquad$
E-mail:


Kenneth Polpejoy, Chief Judge, 18th fudicial Circuit
Date:
$\square$ $7 / 2023$ E-mail:

$$
1-1
$$

## ARTICLE II <br> AMENDMENTS

2.1 PART ONE Changes. Part One is amended as follows:
(a) 1.2 Amount of Agreement. Grant Funds shall not exceed $\$ 409,453$, of which $\$ 0$ are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.
2.2 Exhibit C Changes. Exhibit C is amended as detailed in the attached new Exhibit C .
2.3 Budget Changes. The Budget is amended as detailed in the attached new Budget.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

## EXHIBIT C

## PAYMENT

Grantee shall receive a maximum of $\$ 409,453.00$ under this Agreement.
The Grantor agrees to make payment to the Grantee for the administration and implementation of the program described in Exhibits A, B, E, F, and G. Upon receipt of the fiscal and progress reports, payments will be made to the Grantee. No payment will be made until all outstanding reports are received by the Grantor, including outstanding reports from previously funded Grantor programs. No payment will be made to Grantee unless and until Grantee is in full compliance with applicable State and federal laws and the terms and conditions of this agreement. The maximum amount of federal funds payable under this agreement is dependent on the performance of Grantee in accordance with the terms and conditions of this agreement.

Grantee must provide for the deposit of grant funds into a bank account in the name of the Grantee. Grant funds shall be immediately deposited into such bank account. Grantee may deposit such funds into an account separate from any of its other bank accounts, or treat such funds as a separate line item per its budget and audited financial statements. If Grantee receives more than one award from the Grantor, Grantee shall ensure that the grant funds for each award are accounted for separately.

ILLINOIS
CRIMINAL JUSTICE
INFORMATION AUTHORITY

60 East Van Buren Street •Suite 650 • Chicago, Illinois 60605 • (312) 793-8550

VIA EMAIL
January 24, 2023
Kathy Starkovich
Deputy Director
503 N. County Farm Road
Wheaton, IL 60187-3978

Dear Ms. Starkovich,
I am writing to inform you of recent ARI Oversight Board's Site Selection and Monitoring Committee (SSMC) action. At its January 12, 2023, meeting, the SSMC designated up to $\$ 55,230$ in SFY23 Supplemental Funding for the COUNTY OF DUPAGE (Grant \#192301) to continue implementing and enhancing the Adult Redeploy Illinois Program, subject to fiscal and legal review for allowability, necessity and reasonableness. The start date for Supplemental Funding is upon execution and the end date is June 30, 2023.

We are currently processing the Supplemental Funding materials submitted earlier to execute the SFY23 grant agreement amendment. Additional information may be needed during the review. The awarding of funds for this program is contingent upon completion of all documents and the execution of the grant agreement amendment.

If you have questions concerning this designation, please feel free to email me at cortisa.evans@illinois.gov.We look forward to working with you on this program.

Sincerely,

## Cortisa Evans

Criminal Justice Specialist/Adult Redeploy Illinois
Illinois Criminal Justice Information Authority
60 E. Van Buren Blvd, Suite 650
Chicago, IL 60605
Phone: 312-814-0775
cortisa.evans@illinois.gov
Cc: Master File \#192301

## Payment of Claims

421 N. COUNTY FARM

## Bank Account Payment History

AP255 Date: 02/24/23 JOB SUBMISSION PARAMETERS
Time: 13:55

```
Jser Name: DP \FNDMD
Job Name: PMTHISTORY
Step Nbr: 1
```

Pay Group: 1000
Cash Code: 1414 Class C Accounts Payable
Payment Date: 022423 - 022423
Payment Numbers:
Payment Code:

Bank Account Payment History




Bank Account Payment History


Bank Account Payment History



Bank Account Payment History


Bank Account Payment History


Bank Account Payment History


Bank Account Payment History


Bank Account Payment History


Bank Account Payment History




Bank Account Payment History


## Bank Account Payment History

AP255 Date: 02/24/23 JOB SUBMISSION PARAMETERS
Time: 13:56

```
User Name: DP \({ }^{\text {FNDMD }}\)
Job Name: PMTHISTORY
Step Nbr: 2
```

Pay Group: 1100
Cash Code: 1414 Class C Accounts Payable
Payment Date: 022423 - 022423
Payment Numbers:
Payment Code:


Bank Account Payment History





## Bank Account Payment History



## Bank Account Payment History

AP255 Date: 02/24/23 JOB SUBMISSION PARAMETERS
Time: 13:57

```
User Name: DP \({ }^{\text {FNDMD }}\)
Job Name: PMTHISTORY
Step Nbr: 3
```

Pay Group: 1200
Cash Code: 1414 Class C Accounts Payable
Payment Date: 022423 - 022423
Payment Numbers:
Payment Code:

## Bank Account Payment History



Bank Account Payment History


Bank Account Payment History


Bank Account Payment History


Bank Account Payment History



## Bank Account Payment History

AP255 Date: 02/24/23 JOB SUBMISSION PARAMETERS
Time: 13:57

```
User Name: DP \({ }^{\text {FNDMD }}\)
Job Name: PMTHISTORY
Step Nbr: 4
```

Pay Group: 1300
Cash Code: 1414 Class C Accounts Payable
Payment Date: 022423 - 022423
Payment Numbers:
Payment Code:


## Bank Account Payment History

AP255 Date: 02/24/23 JOB SUBMISSION PARAMETERS
Time: 13:57

```
User Name: DP \({ }^{\text {FNDMD }}\)
Job Name: PMTHISTORY
Step Nbr: 5
```

Pay Group: 1400
Cash Code: $1414 \quad$ Class C Accounts Payable
Payment Date: 022423 - 022423
Payment Numbers:
Payment Code:

## Bank Account Payment History



AP255 Date 02/24/23
Time 13:57

## Bank Account Payment History

AP255 Date: 02/24/23 JOB SUBMISSION PARAMETERS
Time: 13:58

```
User Name: DP \({ }^{\text {FNDMD }}\)
Job Name: PMTHISTORY
Step Nbr: 6
```

Pay Group: 1500
Cash Code: 1414 Class C Accounts Payable
Payment Date: 022423 - 022423
Payment Numbers:
Payment Code:


Bank Account Payment History


Bank Account Payment History


Bank Account Payment History



## Bank Account Payment History

AP255 Date: 02/24/23 JOB SUBMISSION PARAMETERS
Time: 13:58

```
User Name: DP \({ }^{\text {FNDMD }}\)
Job Name: PMTHISTORY
Step Nbr: 7
```

Pay Group: 1600
Cash Code: 1414 Class C Accounts Payable
Payment Date: 022423 - 022423
Payment Numbers:
Payment Code:



## Bank Account Payment History

AP255 Date: 02/24/23 JOB SUBMISSION PARAMETERS
Time: 13:58

User Name: DP $\backslash$ FNDMD
Job Name: PMTHISTORY
Step Nbr: 8

Pay Group: 2000
Cash Code: 1414 Class C Accounts Payable
Payment Date: 022423 - 022423
Payment Numbers:
Payment Code:


Bank Account Payment History


Bank Account Payment History


Bank Account Payment History


## Bank Account Payment History

AP255 Date: 02/24/23 JOB SUBMISSION PARAMETERS
Time: 13:58

```
User Name: DP \({ }^{\text {FNDMD }}\)
Job Name: PMTHISTORY
Step Nbr: 9
```

Pay Group: 5000
Cash Code: $1414 \quad$ Class C Accounts Payable
Payment Date: 022423 - 022423
Payment Numbers:
Payment Code:









## Bank Account Payment History

AP255 Date: 02/24/23 JOB SUBMISSION PARAMETERS
Time: 13:59

```
User Name: DP\FNDMD
Job Name: PMTHISTORY
Step Nbr: 10
```

Pay Group: 6000
Cash Code: 1414 Class C Accounts Payable
Payment Date: 022423 - 022423
Payment Numbers:
Payment Code:

Bank Account Payment History


## Payment of Claims

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

## Bank Account Payment History

AP255 Date: 02/28/23 JOB SUBMISSION PARAMETERS
Time: 13:09

```
User Name: DP\FNMAW
Job Name: PMTHISTORY
Step Nbr: 1
```

Pay Group: 1000
Cash Code: 1414 Class C Accounts Payable
Payment Date: 022823 - 022823
Payment Numbers:
Payment Code:


Bank Account Payment History



Bank Account Payment History



## Bank Account Payment History

AP255 Date: 02/28/23 JOB SUBMISSION PARAMETERS
Time: 13:11

```
User Name: DP\FNMAW
Job Name: PMTHISTORY
Step Nbr: 2
```

Pay Group: 1100
Cash Code: 1414 Class C Accounts Payable
Payment Date: 022823 - 022823
Payment Numbers:
Payment Code:


## Bank Account Payment History

AP255 Date: 02/28/23 JOB SUBMISSION PARAMETERS
Time: 13:11

```
User Name: DP\FNMAW
Job Name: PMTHISTORY
Step Nbr: 3
```

Pay Group: 1200
Cash Code: 1414 Class C Accounts Payable
Payment Date: 022823 - 022823
Payment Numbers:
Payment Code:

Bank Account Payment History


Bank Account Payment History


## Bank Account Payment History

AP255 Date: 02/28/23 JOB SUBMISSION PARAMETERS
Time: 13:11

```
User Name: DP\FNMAW
Job Name: PMTHISTORY
Step Nbr: 4
```

Pay Group: 1300
Cash Code: 1414 Class C Accounts Payable
Payment Date: 022823 - 022823
Payment Numbers:
Payment Code:


## Bank Account Payment History

AP255 Date: 02/28/23 JOB SUBMISSION PARAMETERS
Time: 13:12

```
User Name: DP\FNMAW
Job Name: PMTHISTORY
Step Nbr: 5
```

Pay Group: 1400
Cash Code: $1414 \quad$ Class C Accounts Payable
Payment Date: 022823 - 022823
Payment Numbers:
Payment Code:

AP255 Date 02/28/23
Time 13:12

## Bank Account Payment History

AP255 Date: 02/28/23 JOB SUBMISSION PARAMETERS
Time: 13:12

```
User Name: DP\FNMAW
Job Name: PMTHISTORY
Step Nbr: 6
```

Pay Group: 1500
Cash Code: 1414 Class C Accounts Payable
Payment Date: 022823 - 022823
Payment Numbers:
Payment Code:

## Bank Account Payment History




## Bank Account Payment History

AP255 Date 02/28/23 Pay Group 1500 HWY STREETS \& BRIDGES PAY GRP USD Bank Account Payment History

## Bank Account Payment History

AP255 Date: 02/28/23 JOB SUBMISSION PARAMETERS
Time: 13:12

```
User Name: DP\FNMAW
Job Name: PMTHISTORY
Step Nbr: 7
```

Pay Group: 1600
Cash Code: 1414 Class C Accounts Payable
Payment Date: 022823 - 022823
Payment Numbers:
Payment Code:


## Bank Account Payment History

AP255 Date: 02/28/23 JOB SUBMISSION PARAMETERS
Time: 13:12

```
User Name: DP\FNMAW
Job Name: PMTHISTORY
Step Nbr: 8
```

Pay Group: 2000
Cash Code: $1414 \quad$ Class C Accounts Payable
Payment Date: 022823 - 022823
Payment Numbers:
Payment Code:


Bank Account Payment History


Bank Account Payment History


## Bank Account Payment History

AP255 Date: 02/28/23 JOB SUBMISSION PARAMETERS
Time: 13:12

```
User Name: DP\FNMAW
Job Name: PMTHISTORY
Step Nbr: 9
```

Pay Group: 5000
Cash Code: $1414 \quad$ Class C Accounts Payable
Payment Date: 022823 - 022823
Payment Numbers:
Payment Code:








## Payment of Claims

421 N. COUNTY FARM

## Bank Account Payment History

AP255 Date: 03/03/23 JOB SUBMISSION PARAMETERS
Time: 11:39

```
User Name: DP F NDMD
Job Name: PMTHISTORY
Step Nbr: 1
```

Pay Group: 1000
Cash Code: 1414 Class C Accounts Payable
Payment Date: 030323 - 030323
Payment Numbers:
Payment Code:

Bank Account Payment History



Bank Account Payment History










## Bank Account Payment History

AP255 Date: 03/03/23 JOB SUBMISSION PARAMETERS
Time: 11:40

```
User Name: DP \({ }^{\text {FNDMD }}\)
Job Name: PMTHISTORY
Step Nbr: 2
```

Pay Group: 1100
Cash Code: 1414 Class C Accounts Payable
Payment Date: 030323 - 030323
Payment Numbers:
Payment Code:



Bank Account Payment History






Bank Account Payment History


## Bank Account Payment History

AP255 Date: 03/03/23 JOB SUBMISSION PARAMETERS
Time: 11:41

```
User Name: DP \({ }^{\text {FNDMD }}\)
Job Name: PMTHISTORY
Step Nbr: 3
```

Pay Group: 1200
Cash Code: 1414 Class C Accounts Payable
Payment Date: 030323 - 030323
Payment Numbers:
Payment Code:


Bank Account Payment History


Bank Account Payment History


Bank Account Payment History


## Bank Account Payment History

| AP255 Date 03/03/23 | Pay Group 1200 HEALTH AND WELFARE PAY GROUP | USD |  |
| :--- | :--- | :--- | :--- | :--- |
| Time 11:41 | Bank Account Payment History |  |  |
|  |  | $* * *$ Pay Group 1200 USD Total | $58,081.16$ |

## Bank Account Payment History

AP255 Date: 03/03/23 JOB SUBMISSION PARAMETERS
Time: 11:41

```
User Name: DP \({ }^{\text {FNDMD }}\)
Job Name: PMTHISTORY
Step Nbr: 5
```

Pay Group: 1400
Cash Code: $1414 \quad$ Class C Accounts Payable
Payment Date: 030323 - 030323
Payment Numbers:
Payment Code:

## Bank Account Payment History




## Bank Account Payment History

AP255 Date: 03/03/23 JOB SUBMISSION PARAMETERS
Time: 11:41

```
User Name: DP \({ }^{\text {FNDMD }}\)
Job Name: PMTHISTORY
Step Nbr: 6
```

Pay Group: 1500
Cash Code: 1414 Class C Accounts Payable
Payment Date: 030323 - 030323
Payment Numbers:
Payment Code:

Bank Account Payment History


Bank Account Payment History



## Bank Account Payment History

AP255 Date: 03/03/23 JOB SUBMISSION PARAMETERS
Time: 11:42

```
User Name: DP \({ }^{\text {FNDMD }}\)
Job Name: PMTHISTORY
Step Nbr: 7
```

Pay Group: 1600
Cash Code: 1414 Class C Accounts Payable
Payment Date: 030323 - 030323
Payment Numbers:
Payment Code:

Bank Account Payment History



## Bank Account Payment History

AP255 Date: 03/03/23 JOB SUBMISSION PARAMETERS
Time: 11:42

```
User Name: DP \({ }^{\text {FNDMD }}\)
Job Name: PMTHISTORY
Step Nbr: 8
```

Pay Group: 2000
Cash Code: $1414 \quad$ Class C Accounts Payable
Payment Date: 030323 - 030323
Payment Numbers:
Payment Code:

Bank Account Payment History



## Bank Account Payment History

AP255 Date: 03/03/23 JOB SUBMISSION PARAMETERS
Time: 11:42

```
User Name: DP\FNDMD
Job Name: PMTHISTORY
Step Nbr: 9
```

Pay Group: 5000
Cash Code: $1414 \quad$ Class C Accounts Payable
Payment Date: 030323 - 030323
Payment Numbers:
Payment Code:









## Bank Account Payment History

AP255 Date: 03/03/23 JOB SUBMISSION PARAMETERS
Time: 11:43

```
User Name: DP\FNDMD
Job Name: PMTHISTORY
Step Nbr: 10
```

Pay Group: 6000
Cash Code: 1414 Class C Accounts Payable
Payment Date: 030323 - 030323
Payment Numbers:
Payment Code:


## Payment of Claims

421 N. COUNTY FARM

## Bank Account Payment History

AP255 Date: 03/07/23 JOB SUBMISSION PARAMETERS
Time: 13:19

```
User Name: DP F NDMD
Job Name: PMTHISTORY
Step Nbr: 1
```

Pay Group: 1000
Cash Code: 1414 Class C Accounts Payable
Payment Date: 030723 - 030723
Payment Numbers:
Payment Code:

Bank Account Payment History







Bank Account Payment History


## Bank Account Payment History

| AP255 | Date 03/07/23 | Pay Group 1000 GENERAL FUND PAY GROUP | USD |  | Page |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  | Time 13:20 | Bank Account Payment History |  |  |  |
|  |  | *** Pay Group 1000 USD Total ${ }_{\text {Payment }}^{\text {Count }}$ | $\begin{gathered} 122,451.56 \\ 66 \end{gathered}$ | 0.00 | 122,451.56 |

## Bank Account Payment History

AP255 Date: 03/07/23 JOB SUBMISSION PARAMETERS
Time: 13:20

```
User Name: DP \({ }^{\text {FNDMD }}\)
Job Name: PMTHISTORY
Step Nbr: 2
```

Pay Group: 1100
Cash Code: 1414 Class C Accounts Payable
Payment Date: 030723 - 030723
Payment Numbers:
Payment Code:


Bank Account Payment History




## Bank Account Payment History

AP255 Date: 03/07/23 JOB SUBMISSION PARAMETERS Time: 13:20

```
User Name: DP\FNDMD
Job Name: PMTHISTORY
Step Nbr: 3
```

Pay Group: 1200
Cash Code: 1414 Class C Accounts Payable
Payment Date: 030723 - 030723
Payment Numbers:
Payment Code:

Bank Account Payment History


Bank Account Payment History



## Bank Account Payment History

AP255 Date: 03/07/23 JOB SUBMISSION PARAMETERS
Time: 13:21

```
User Name: DP \({ }^{\text {FNDMD }}\)
Job Name: PMTHISTORY
Step Nbr: 4
```

Pay Group: 1300
Cash Code: 1414 Class C Accounts Payable
Payment Date: 030723 - 030723
Payment Numbers:
Payment Code:

Bank Account Payment History


## Bank Account Payment History

AP255 Date: 03/07/23 JOB SUBMISSION PARAMETERS
Time: 13:21

```
User Name: DP \({ }^{\text {FNDMD }}\)
Job Name: PMTHISTORY
Step Nbr: 5
```

Pay Group: 1400
Cash Code: $1414 \quad$ Class C Accounts Payable
Payment Date: 030723 - 030723
Payment Numbers:
Payment Code:


Bank Account Payment History


## Bank Account Payment History

AP255 Date: 03/07/23 JOB SUBMISSION PARAMETERS
Time: 13:21

```
User Name: DP \FNDMD
Job Name: PMTHISTORY
Step Nbr: 6
```

Pay Group: 1500
Cash Code: 1414 Class C Accounts Payable
Payment Date: 030723 - 030723
Payment Numbers:
Payment Code:


Bank Account Payment History



## Bank Account Payment History

AP255 Date: 03/07/23 JOB SUBMISSION PARAMETERS
Time: 13:21

```
User Name: DP\FNDMD
Job Name: PMTHISTORY
Step Nbr: 7
```

Pay Group: 1600
Cash Code: 1414 Class C Accounts Payable
Payment Date: 030723 - 030723
Payment Numbers:
Payment Code:

## Bank Account Payment History




Bank Account Payment History


## Bank Account Payment History

AP255 Date: 03/07/23 JOB SUBMISSION PARAMETERS
Time: 13:21

```
User Name: DP \({ }^{\text {FNDMD }}\)
Job Name: PMTHISTORY
Step Nbr: 8
```

Pay Group: 2000
Cash Code: $1414 \quad$ Class C Accounts Payable
Payment Date: 030723 - 030723
Payment Numbers:
Payment Code:


## Bank Account Payment History

AP255 Date: 03/07/23 JOB SUBMISSION PARAMETERS
Time: 13:22

```
User Name: DP \({ }^{\text {FNDMD }}\)
Job Name: PMTHISTORY
Step Nbr: 9
```

Pay Group: 5000
Cash Code: $1414 \quad$ Class C Accounts Payable
Payment Date: 030723 - 030723
Payment Numbers:
Payment Code:




## Bank Account Payment History

AP255 Date: 03/07/23 JOB SUBMISSION PARAMETERS
Time: 13:22

```
User Name: DP\FNDMD
Job Name: PMTHISTORY
Step Nbr: 10
```

Pay Group: 6000
Cash Code: 1414 Class C Accounts Payable
Payment Date: 030723 - 030723
Payment Numbers:
Payment Code:



## Bank Account Payment History

AP255 Date: 03/07/23 JOB SUBMISSION PARAMETERS
Time: 13:22

```
User Name: DP\FNDMD
Job Name: PMTHISTORY
Step Nbr: }1
```

Pay Group: 8700
Cash Code: $1414 \quad$ Class C Accounts Payable
Payment Date: 030723 - 030723
Payment Numbers:
Payment Code:


Bank Account Payment History


## Payment of Claims

421 N. COUNTY FARM

## Bank Account Payment History

```
AP255 Date: 03/07/23
                                    JOB SUBMISSION PARAMETERS
        Time: 14:18
```

```
User Name: DP\FNMAW
```

User Name: DP\FNMAW
Job Name: AP 255-1AUU
Job Name: AP 255-1AUU
Step Nbr: 1
Step Nbr: 1
Pay Group: 1000
Cash Code: 3910 Class C Account
Payment Date: 030723 - 030723
Payment Numbers:
AUT
Auto Debit

```

Bank Account Payment History


\title{
RESOLUTION \\ APPOINTMENT OF WALTER DANIEL PEREZ, MD - PUBLIC MEMBER TO THE BOARD OF HEALTH
}

WHEREAS, Deborah A. Conroy has submitted to the County Board her appointment of Walter Daniel Perez, M.D. as a member of the DuPage County Board of Health filling the vacancy created by the resignation of Robert Spadoni; and

WHEREAS, such appointment requires the advice and consent of the County Board under 55 ILCS 5/525012.

NOW, THEREFORE, BE IT RESOLVED, by the DuPage County Board that the County Board does hereby advise and consent to the appointment of Walter Daniel Perez, as a member of the DuPage County Board of Health for a term expiring June 30th, 2023, and continuing until such time as his replacement is appointed and qualified; and

BE IT FURTHER RESOLVED that the "Notice of Appointment" be attached hereunto and made a part of this resolution; and

BE IT FURTHER RESOLVED that the County Clerk shall transmit certified copies of this resolution to Walter Daniel Perez. M.D., and the Board of Health, 111 N. County Farm Rd., Wheaton, IL 60187.

Enacted and approved this 14th of March, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR DU PAGE COUNTY BOARD

Attest: \(\qquad\)
JEAN KACZMAREK, COUNTY CLERK

\section*{NOTICE OF APPOINTMENT}

By virtue of the power vested in me under 55 ILCS 5/5-25012, I, Deborah A. Conroy, as presiding officer of the DuPage County Board, do hereby appoint Walter Daniel Perez, M.D. to be a member of the DuPage County Board of Health filling the vacancy created by the resignation of Robert Spadoni, for a term expiring June \(30^{\text {th }}, 2023\) or until such time as his replacement's nomination is qualified and approved.

I hereby submit this appointment to the County Board for its advice and consent this 14th day of March, 2023.

\author{
Deborah A. Conroy, Chair \\ DuPage County Board
}

\section*{Previous Board Experience}

Have you ever served on this Board or No
Agency before?

\section*{Personal Information}
\begin{tabular}{ll}
\hline Name & Walter Perez \\
\hline Email & \\
\hline Address & \\
& \\
& \\
\hline Phone & \\
\hline Upload resume (PDF or Word format) & https://dupagecounty-ktgfp.formstack.com/admin/download/file/142527169 \\
& 41
\end{tabular}

\section*{Additional Information}

Please explain why you wish to serve as I have several years of experience working as a pediatrician, mostly with an appointee and share any unique qualifications or experience you feel at-risk families, in the Addison area, as such I have a perspective that would be valuable for the agency you would bring to this agency.

\section*{Are you a lobbyist registered with the \\ No}

State of Illinois?

\section*{Are you an elected official? No}

Are you currently employed or have an No
ownership interest in a company that conducts business with the government entity to which you are seeking an appointment?

Do you have any relatives who are currently employed with the governmental entity to which you are seeking an appointment?

\section*{Conviction Information}

Have you ever been convicted of a No criminal offense?

\section*{Submit Application}

Do you attest to the above? Yes

\section*{W. Daniel Perez MD}

Board Certified Pediatrician, Fellow of the American Academy of Pediatrics with over 20 years of clinical and management experience. Founded single practice group with a philosophy of providing comprehensive and enhanced pediatric primary care with a focus on mental and behavioral health within an integrative medical and community framework.

\section*{Licensures and Certifications}

American Board of Pediatrics Certified (1998, Recertified 2017)
Illinois Medical License since 1995
Peruvian Medical Association License since 1992

\section*{Education \& Training}

\author{
Neonatology Fellowship
}

Lutheran General Hospital, Park Ridge, Illinois 1998-2000

\section*{Pediatric Residency}

Cook County Hospital, Chicago, Illinois
1995-1998
Medical School
Cayetano Heredia University, Lima, Peru
1982-1990

\section*{Work Experience}

A to Z Pediatric and Youth Healthcare
2010-Present
Addison and Brookfield IL.

\section*{Founder and President}
- Opened solo practice with a philosophy to incorporate mental and behavioral health in pediatric primary care within the medical home model framework, a model that then evolved to include a medical integrative approach as well.
- Over the first 3 yrs practice grew to 4 providers and opened a second office in 2015 with a population of 6000 patients, delivering more than 15000 visits per year.
- \(10-15 \%\) of visits for mental health ( ADHD, Learning Disability, Behavioral Problems, and Mood Disorders)
- \(80 \%\) of patients are Medicaid recipients and on Managed Care.
- Provided comprehensive primary care to over 1800 patients with over 7,000 visits/encounters annually.
- Implemented patient centered Medical Home model with emphasis on providing 'Enhanced Pediatric Primary Care'
- Practice consistently achieved high marks for HEDIS measures quality assurance ranking in the top \(10^{\text {th }}\) percentile among Illinois Primary Care Providers, in 7 out of 10 quality measures such as asthma care, immunization rates, developmental screenings, well child visits, post partum depression screenings, etc, (Provider Performance Reports from Illinois Health Connect 'IHC', 2009-13.)
- Applied and awarded grant funding to implement "Reach Out and Read" program designed to promote early literacy in children.
- Special interest: Obesity, Mental Health Care Behavioral Development Pediatrics, and early literacy.

\section*{Alivio Medical Center Community Health Center; Chicago, Illinois 2000-2006}

\section*{Medical Director: May 2002 to January 2005}
- Oversaw clinical operations of a multisite Community Health Center that served over 15,000 patients with 65,000 encounters per year, supervising 14 full time providers in primary care among pediatricians, family practice and Ob-Gyne providers as well as midlevels
- Participated in planning and formulation of the annual budget and triennial strategic planning as a member of the senior management team.
- Responsible for the implementation and oversight of the 330 Federal Grant for uncompensated medical care provided to the uninsured.
- Managed the Quality Assurance (QA) and Quality Improvement (QI) programs, which included the redesign of several clinic protocols.
I.e. redesign of the Peer Review and Provider Performance Appraisal program,
- Monitored the outcomes and collection of data for Risk Management (in particular in OBGyn practice). Which allowed for the evaluation of objective data to comprehensively measure the clinical work of providers.
- Implemented a periodic patient satisfaction survey and report card system to give feedback on productivity, quality of care and patient satisfaction.
- Supervised implementation of QI project of influenza immunization among elderly patients, that resulted in a significant increase in immunization rates, for which the organization received a statewide award through the Reducing Ethnic an Adult Disparities in Immunization Initiative (READII) program of the CDC.
- Introduced Clinical Microsystems management model in 2004-2005 to improve clinical productivity and quality of care.
- Designed and implemented a hospitalist model which significantly increased provider clinical time and productivity.
- Designed and implemented Newborn care delivery system around nursing model, this resulted in improved continuity of care, breast feeding rates and cost effectiveness.
- Supervised the rebuilding and redesign of the Midwifery Program which went from having 2 midwifes to 6 full time midwifes serving approximately 100 deliveries per month.
- Developed a pharmacy project using the 403 b federal program for discount medications, which resulted in the opening of an in-house pharmacy in 2006.
- Collaborated with the UIC Women Mental Health Program in the development of a Post Partum Depression project which allowed Alivio Medical Center to be a pioneer in implementing post partum depression screening as part of the scope of primary care.
- Collaborated with the Joint Commission for accreditation process that was achieved in 2003.

Staff Pediatrician: April 2000- March 2006
- Provided ambulatory and on-call care as well hospital visits.
- Wrote and awarded grant for Early Literacy Promotion, "Reach Out and Read" in 2001 which allowed the distribution of over 2000 books by providers among children between 6 month and 5 years during well child visits.
- Developed an Obesity Prevention and Management Program that established the measurement of BMI and counseling as part of the well child visits (grant recipient Chicago Consortium to Lower Obesity in Chicago Children (CLOCC) 2005.

\section*{Mount Sinai Hospital, Chicago Illinois 2001-2002 \\ NICU On Call Physician}
- Provided specialized on call care at a level III Neonatal Intensive Care Unit.
- Admitted high risk neonates and performed procedures such as central line placement, intubations, and management of critically ill newborns in respiratory support with conventional and high frequency ventilation. Provided follow up of recovering infants and nutritional management of fetal growers.
- Consulted high risk deliveries and cesarean sections.
- Provided perinatal consulting of high-risk pregnancies.

\section*{Lutheran General Hospital, Park Ridge, Illinois}

1998-2000

\section*{Neonatology Fellow}
- Trained at a comprehensive Clinical program encompassing full scope services for critically ill newborns in a major suburban tertiary referral center.
- Headed a QI Project to address the ventilatory management of extremely premature infants, this resulted in the design and implementation of a protocol to improve the clinical outcomes of micro preemies on ventilatory support.

\section*{Cook County Hospital}

1995-1998

\section*{Pediatric Resident}
- Trained in 'in-patient' and 'out-patient' clinical rotations at a major inner city hospital that served a large uninsured population from different ethnic groups.
- Provided supervision of medical students and junior residents.
- Ranked in top 10 percentile of 1998 graduating class.

\section*{Santa Clotilde Health Center, Amazon Rain Forest, Peru}

1993-1995

\section*{Mandatory Public Health Service}

\section*{Resident Physician}
- Provided general medical care (with internal medicine, pediatric, obstetrical and surgical responsibilities) in an outpatient and inpatient 20 bed rural hospital in the Peruvian Rain Forest
- Implemented public health interventions (immunization campaigns and sanitation projects) to improve health status of the communities that lived on the Napo River, a major affluent to the Amazon.
- Implemented Hepatitis B vaccines for the first time to control deadly fulminant hepatitis B disease in nearby villages that resulted in the mortality reduction of this condition.
- Designed and supervised the implementation of a Promotores de Salud (health workers) system with local villagers which allowed the better coordination of public health campaigns.

\section*{Nutritional Research Institute, Lima Peru Resident Physician.}

1990-1993
- Provided medical care to in-patient and out-patient children with severe malnutrition
- Participated as resident physician in the implementation of research protocols for in-patient patients with malnutrition and/or diarrhea.
- Researched association between parasitosis and malnutrition

\section*{Continuing Education}
- Medical Director Orientation Seminar, National Association of Community Health Centers (NACHC), New Orleans, Louisiana, 2002
- Physicians in Management Seminar, American College of Physician Executives, Chicago, IL, 2003
- Financial Decision Making Seminar, American College of Physicians Executives, Chicago, IL 2004
- Principles of Management in Public Health at the School of Public Health of the University of Illinois. Chicago, Fall of 2004.

\section*{Associations and Certifications}

American Board of Pediatrics.
American Academy Pediatrics
Society for Developmental and Behavioral Pediatrics
National Association of Community Health Centers
Midwest Clinician Network
Illinois Primary Health Care Association
American College of Physician Executives
Society for Developmental and Behavioral Pediatrics

\section*{Presentations in media and Community Events}
- Obesity in children. Nuestros Niños (Our Children), Spanish show in Chanel 11, hosted by Zoraida Zambolin, 2001.
- Sleep problems in Children. Telemundo Noticias, Chanel 44. Segment interview by Tsi Tsi Ki Romo, 2008.
- Raising awareness of Obesity and Type II diabetes in children. Community Presentation. Lutheran Family and Child Services, Chicago 2010.

\section*{References}

Available upon request



Grant Proposal Notification
\begin{tabular}{ll}
\begin{tabular}{l} 
GPN Number: \(\frac{010-23}{}\) \\
(Completed by Finance Department)
\end{tabular} & Date of Notification: \(\frac{02 / 09 / 2023}{(\mathrm{MM} / \mathrm{DD} / \mathrm{YYYY})}\) \\
\begin{tabular}{l} 
Parent Committee Agenda Date: \\
(Completed by Finance Department)
\end{tabular} & \(03 / 01 / 0223\)
\end{tabular}\(\quad\) Grant Application Due Date: \(\frac{02 / 17 / 2023}{(\mathrm{MM} / \mathrm{DD} / \mathrm{YYYY})} \quad\)\begin{tabular}{l} 
(MM/DD/YYYY)
\end{tabular}

Name of Grant:
Sustained Traffic Enforcement Program

Name of Grantor:

Originating Entity:

County Department:
Illinois Department of Transportation

\section*{U.S. Department of Transportation}
(Name the entity from which the funding originates, if Grantor is a pass-thru entity)

\section*{Department Contact:}

\section*{Lt. Frank Bibbiano x2084}
(Name, Title, and Extension)

Parent Committee:
Judicial Public Safety

Grant Amount Requested: \(\qquad\)
Formula
(Competitive, Continuation, Formula, Project, Direct Payment, Other - Please Specify)
Is this a new non-recurring Grant:
\(\square \mathrm{N}\)

Source of Grant:

If Federal, provide CFDA:
20.600

Sheriff's Office
\(\qquad\)
\$ 40,776.88

Type of Grant:
\(\square\) Federal \(\square\) State
\(\square\) Private
Corporate If State, provide CSFA: 494-10-0343 Page 1 of 5

\section*{Grant Proposal Notification}
1. Justify the department's need for this grant.

The Sustained Traffic Enforcement Program will allow the Sheriff's Office to do directed traffic, DUI, and occupant safety campaigns at no cost to the County. Thus making roadways and travel safer for those who live and work in DuPage County.
2. Based on the County's Strategic Plan, which strategic imperative(s) correlate with funding opportunity. Provide a brief explanation.

This initiative will further the strategic plan of DuPage County by making vehicle travel safer for all who live and work in DuPage County thus making it a more desirable place to live, work, and raise a family in DuPage. It will further the effort to improve the quality of life in DuPage County.
3. What is the period covered by the grant?
10/01/2023
(MM/DD/YYYY)
(MM/DD/YYYY)
3.1. If period is unknown, estimate the year the project or project phase will begin and anticipated duration:
3.1.1. \(\qquad\) and \(\qquad\)
(MM/YY)
(Duration)
4. Will the County provide "seed" or startup funding to initiate grant project? (Yes or No)
4.1. If yes, please identify the Company-Accounting Unit used for the funding
5. If grant is awarded, how is funding received? (select one):
5.1. Prior to expenditure of costs (lump-sum reimbursement upfront) \(\square\)
5.2. After expenditure of costs (reimbursement-based)


\section*{Grant Proposal Notification}
6. Does the grant allow for Personnel Costs? (Yes or No)
6.1. If yes, what are the total projected salary and fringe benefit costs of personnel charging time to the grant for the entire term of the grant? Compute County-provided benefits at \(40 \%\).
\begin{tabular}{|c|c|c|c|}
\hline 6.1.1. Total salary & \$39,026.88 & Percentage covered by grant & 100\% \\
\hline & \$15,610.75 & Percentase covered by gran & 0\% \\
\hline
\end{tabular}
6.1.3. Are any of the County-provided fringe benefits disallowed? (Yes or No): \(\qquad\)
6.1.3.1. If yes, which ones are disallowed?

The only fringe benefits covered are those for non-enforcement part-time employees. They would be covered commensurate with the percentage of time that employee works on the grant. No non-enforcement part-time employees are anticipated to be working on this grant.

Since no part-time employees will be working on the grant all other fringe is disallowed.
6.1.3.2. If the grant does not cover \(100 \%\) of the personnel costs, from what Company-Accounting Unit will the deficit be paid?
100-4400
6.2. Will receipt of this grant require the hiring of additional staff? (Yes or No):
6.2.1. If yes, how many new positions will be created?
6.2.1.1. Full-time \(\qquad\) Part-time \(\qquad\) Temporary \(\qquad\)
6.2.1.2. Will the headcount of the new position(s) be placed in the grant accounting unit?
6.2.1.2.1 If no, in what Company-Accounting Unit will the headcount(s) be placed?
6.3. Does the grant award require the positions to be retained beyond the grant term? (Yes or No)
6.3.1. If yes, please answer the following:
6.3.1.1. How many years beyond the grant term?
6.3.1.2. What Company-Accounting Unit(s) will be used? \(\qquad\)
6.3.1.3. Total annual salary
6.3.1.4. Total annual fringe benefits
\(\qquad\)

\subsection*{6.3.2. Total fron}
7. Does the grant allow for direct administrative costs? (Yes or No)
7.1. If yes, please answer the following:
7.1.1. Total estimated direct administrative costs for project \(\qquad\)
7.1.2. Percentage of direct administrative costs covered by grant
8. What percentage of the grant funding is non-personnel cost / non-direct administrative cost?
9. Are matching funds required? (Yes or No):
9.1. If yes, please answer the following:
9.1.1. What percentage of match funding is required by granting entity? \(\qquad\)
9.1.2. What is the dollar amount of the County's match?
9.1.3. What Company-Accounting Unit(s) will provide the matching requirement?
10. What amount of funding is already allocated for the project?
10.1. If allocated, in what Company-Accounting Unit are the funds located? \(\qquad\)
No
10.2. Will the project proceed if the funding opportunity is not awarded? (Yes or No):
\(\$ 40,776.88\)



Grant Proposal Notification
\begin{tabular}{|c|c|c|}
\hline N Number: 011-23 & \multirow{2}{*}{Date of Notification:} & 01/30/2023 \\
\hline (Completed by Finance Department) & & (MM/DD/YYYY) \\
\hline 03/07/2023 & \multirow[t]{2}{*}{Grant Application Due Date:} & 02/06/2023 \\
\hline (Completed by Finance Department) (MM/DD/YYYY) & & (MM/DD/YYYY) \\
\hline
\end{tabular}

Name of Grant:
State Criminal Alien Assistance Program FY2022

Name of Grantor:
U.S. DOJ- Bureau of Justice Assistance

Originating Entity:

County Department:
(Name the entity from which the funding originates, if Grantor is a pass-thru entity)

Department Contact:

Parent Committee:
Deputy Chief Dan Bilodeau X2402
(Name, Title, and Extension)

\section*{Grant Amount Requested:}
\$ 682,372.26

Formula
(Competitive, Continuation, Formula, Project, Direct Payment, Other - Please Specify)Yes
\(\checkmark\) No
Source of Grant:
\(\checkmark\) FederalStatePrivate

If Federal, provide CFDA:
16.606 If State, provide CSFA: \(\qquad\)


\section*{Grant Proposal Notification}
1. Justify the department's need for this grant.

The DuPage County Sheriff's Correctional Center had a total of 179,183 inmate days for the SCAAP FY22 reporting period of July 1, 2020 through June 30, 2021. Of the 179,183 inmate days in the reporting period, 6,306 of the inmate days were for "undocumented" aliens who had been convicted of at least one felony or two misdemeanors and who were "incarcerated" under the legal authority of the DuPage Countr Sheriff's Office for at least 4 consecutive days. Using the formula generated by the Bureau of Justice, the cost to house undocumented individuals was \(\$ 682,372.26\) for the reporting period. The DuPage County Sheriff's Office is a;;olying to the SCAAP grant to help alleviate some of the financial burden to house these individuals.
The amount of mondy allocated in the reporting period has been budgeted for and this grant may provide the approximate amount requested using the BJA formula.
2. Based on the County's Strategic Plan, which strategic imperative(s) correlate with funding opportunity. Provide a brief explanation.
The strategic plan that best coorelates with this funding opportunity would be quality of life. The DuPage County Sheriff's Office strives to keep individuals safe either in the community or when detained in the Correctional Center.
3. What is the period covered by the grant?
to: 06/30/2021
(MM/DD/YYYY)
3.1. If period is unknown, estimate the year the project or project phase will begin and anticipated duration:
3.1.1. \(\qquad\) and \(\qquad\)
(MM/YY)
(Duration)
4. Will the County provide "seed" or startup funding to initiate grant project? (Yes or No)
4.1. If yes, please identify the Company-Accounting Unit used for the funding
5. If grant is awarded, how is funding received? (select one):
5.1. Prior to expenditure of costs (lump-sum reimbursement upfront) \(\square\)
5.2. After expenditure of costs (reimbursement-based)



\section*{Grant Proposal Notification}
6. Does the grant allow for Personnel Costs? (Yes or No)
6.1. If yes, what are the total projected salary and fringe benefit costs of personnel charging time to the grant for the entire term of the grant? Compute County-provided benefits at 40\%.
\begin{tabular}{|c|c|c|c|}
\hline 6.1.1. Total salary & \$682,372.26 & Percentage covered by grant & 100 \\
\hline 6.1.2. Total fringe benefits & \$0.00 & Percentage covered by grant & 0 \\
\hline
\end{tabular}
6.1.3. Are any of the County-provided fringe benefits disallowed? (Yes or No):
6.1.3.1. If yes, which ones are disallowed?
6.1.3.2. If the grant does not cover \(100 \%\) of the personnel costs, from what Company-Accounting Unit will the deficit be paid?
6.2. Will receipt of this grant require the hiring of additional staff? (Yes or No):
6.2.1. If yes, how many new positions will be created?
6.2.1.1. Full-time \(\qquad\) Part-time \(\qquad\) Temporary \(\qquad\)
6.2.1.2. Will the headcount of the new position(s) be placed in the grant accounting unit?
6.2.1.2.1. If no, in what Company-Accounting Unit will the headcount(s) be placed?

Grant Proposal Notification
6.3. Does the grant award require the positions to be retained beyond the grant term? (Yes or No)
6.3.1. If yes, please answer the following:
6.3.1.1. How many years beyond the grant term?
6.3.1.2. What Company-Accounting Unit(s) will be used? \(\qquad\)
6.3.1.3. Total annual salary
6.3.1.4. Total annual fringe benefits
\(\qquad\)
7. Does the grant allow for direct administrative costs? (Yes or No)
7.1. If yes, please answer the following:
7.1.1. Total estimated direct administrative costs for project \(\qquad\)
7.1.2. Percentage of direct administrative costs covered by grant \(\qquad\)
7.1.3. What percentage of the grant total is the portion covered by the grant
8. What percentage of the grant funding is non-personnel cost / non-direct administrative cost?
9. Are matching funds required? (Yes or No):
9.1. If yes, please answer the following:
9.1.1. What percentage of match funding is required by granting entity? \(\qquad\)
9.1.2. What is the dollar amount of the County's match?
9.1.3. What Company-Accounting Unit(s) will provide the matching requirement?
10. What amount of funding is already allocated for the project?
\$682,372.26
10.1. If allocated, in what Company-Accounting Unit are the funds located? \(1000-4410\)
10.2. Will the project proceed if the funding opportunity is not awarded? (Yes or No):

Yes
11. What is the total project cost (Grant Award + Match + Other Allocated Funding)?



Grant Proposal Notification
\begin{tabular}{|c|c|c|}
\hline 012-23 & \multirow[t]{2}{*}{Date of Notification:} & 02/24/2023 \\
\hline (Completed by Finance Department) & & (MM/DD/YYYY) \\
\hline 03/07/2023 & \multirow[t]{2}{*}{Grant Application Due Date:} & 03/10/2023 \\
\hline (Completed by Finance Department) (MM/DD/YYYY) & & (MM/DD/YYYY) \\
\hline
\end{tabular}

Name of Grant:

Name of Grantor:

Originating Entity:

County Department:

Department Contact:

Parent Committee:

Grant Amount Requested:
Congestion Mitigation and Air Quality Improvement Program

\section*{Illinois Department of Transportation}

\section*{U.S. DOT - Federal Highway Administration}
(Name the entity from which the funding originates, if Grantor is a pass-thru entity)

Lee Rivera, Civil Engineer, Ext. 6916
(Name, Title, and Extension)

\section*{Transportation}
\(\$ 5,179,601.00\)

Competitive
(Competitive, Continuation, Formula, Project, Direct Payment, Other - Please Specify)
Is this a new non-recurring Grant:

\(\square\) No

Source of Grant:

If Federal, provide CFDA: \(\qquad\) 20.205 If State, provide CSFA: 494-00-1003 Page 1 of 5


\section*{Grant Proposal Notification}
1. Justify the department's need for this grant.

IL Rt 38 (Roosevelt Rd) at CH23 (Naperville Rd) - Intersection improvements that include widening for northbound and southbound dual left turn lanes on Naperville Road, lengthening both the eastbound and westbound left turn lanes on Roosevelt Road, reconfiguration of the intersection of Roosevelt Road and Washington Street, right of way acquisition for a future shared-use path and traffic signal modernization will reduce traffic delays and reduce rear-end and turning accidents.
2. Based on the County's Strategic Plan, which strategic imperative(s) correlate with funding opportunity. Provide a brief explanation.

Quality of Life - The proposed project addresses the specific needs of safety, capacity, and roadway deficiencies. The purpose of the project is to provide safe and efficient vehicular operations at the Illinois Route 38 (Roosevelt Road) intersection with Naperville Road (CH 23) for the existing and anticipated demand. By widening the existing pavement and adding the proposed auxiliary turn lanes, the new level-of-service will allow for better and safer traffic flow through the project corridor.
3. What is the period covered by the grant?
(MM/DD/YYYY)
(MM/DD/YYYY)
3.1. If period is unknown, estimate the year the project or project phase will begin and anticipated duration:
3.1.1. \(\qquad\) and \(\qquad\)
(MM/YY)
(Duration)
4. Will the County provide "seed" or startup funding to initiate grant project? (Yes or No)
4.1. If yes, please identify the Company-Accounting Unit used for the funding
5. If grant is awarded, how is funding received? (select one):
5.1. Prior to expenditure of costs (lump-sum reimbursement upfront) \(\square\)
5.2. After expenditure of costs (reimbursement-based)



\section*{Grant Proposal Notification}
6. Does the grant allow for Personnel Costs? (Yes or No)
6.1. If yes, what are the total projected salary and fringe benefit costs of personnel charging time to the grant for the entire term of the grant? Compute County-provided benefits at 40\%.
6.1.1. Total salary \(\qquad\)
\(\qquad\)
6.1.2. Total fringe benefits \(\qquad\) Percentage covered by grant \(\qquad\)
6.1.3. Are any of the County-provided fringe benefits disallowed? (Yes or No): \(\qquad\)
6.1.3.1. If yes, which ones are disallowed?
6.1.3.2. If the grant does not cover \(100 \%\) of the personnel costs, from what Company-Accounting Unit will the deficit be paid?
6.2. Will receipt of this grant require the hiring of additional staff? (Yes or No):
6.2.1. If yes, how many new positions will be created?
6.2.1.1. Full-time \(\qquad\) Part-time \(\qquad\) Temporary \(\qquad\)
6.2.1.2. Will the headcount of the new position(s) be placed in the grant accounting unit?
6.2.1.2.1 If no, in what Company-Accounting Unit will the headcount(s) be placed?
6.3. Does the grant award require the positions to be retained beyond the grant term? (Yes or No)
6.3.1. If yes, please answer the following:
6.3.1.1. How many years beyond the grant term?
6.3.1.2. What Company-Accounting Unit(s) will be used? \(\qquad\)
6.3.1.3. Total annual salary
6.3.1.4. Total annual fringe benefits
\(\qquad\)

\subsection*{6.3.2. Total fron}
7. Does the grant allow for direct administrative costs? (Yes or No)
7.1. If yes, please answer the following:
7.1.1. Total estimated direct administrative costs for project
7.1.2. Percentage of direct administrative costs covered by grant
8. What percentage of the grant funding is non-personnel cost / non-direct administrative cost?
9. Are matching funds required? (Yes or No):
9.1. If yes, please answer the following:
9.1.3. What Company-Accounting Unit(s) will provide the matching requirement?

Internal DOT Budget
10. What amount of funding is already allocated for the project?
10.1. If allocated, in what Company-Accounting Unit are the funds located?
\(\qquad\)
10.2.

Will the project proceed if the funding opportunity is not awarded? (Yes or No):
11. What is the total project cost (Grant Award + Match + Other Allocated Funding)?



Grant Proposal Notification
\begin{tabular}{|c|c|c|}
\hline 013-23 & \multirow[t]{2}{*}{Date of Notification:} & 02/24/2023 \\
\hline (Completed by Finance Department) & & (MM/DD/YYYY) \\
\hline 03/07/2023 & \multirow[t]{2}{*}{Grant Application Due Date:} & 03/05/2023 \\
\hline (Completed by Finance Department) (MM/DD/YYYY) & & (MM/DD/YYYY) \\
\hline
\end{tabular}

Name of Grant:
FY 2024-2028 Surface Transportation Program (STP)

Department Contact:

Parent Committee:

Grant Amount Requested: \(\square\)

\section*{\$20,160,000.00}

Competitive
(Competitive, Continuation, Formula, Project, Direct Payment, Other - Please Specify)Yes
\(\checkmark\) Federal \(\square\) StatePrivate


\section*{Grant Proposal Notification}
1. Justify the department's need for this grant.

Illinois Route 53 ( IL Rt 56 to Park Blvd) - Roadway reconstruction (partially on new alignment), widening for an additional through lane in each direction (2 to 4), new grass barrier median, new curb and gutter to replace the existing shoulders, new 10' wide shared-use path on the east side of IL 53, new traffic signals at Ironwood Drive, traffic signal modernization at Park Boulevard, traffic signal interconnection, pavement resurfacing, and ADA improvements.
IDOT will be paying the \(20 \%\) match ( \(\$ 5,040,000.00\) ).
2. Based on the County's Strategic Plan, which strategic imperative(s) correlate with funding opportunity. Provide a brief explanation.

Quality of Life - The purpose of the project is to improve safety, upgrade existing roadway deficiencies, enhance system linkage and lane continuity, accommodate roadway capacity demands, and provide access for bicycles and pedestrians. The proposed improvement of IL 53 will provide a consistent cross-section from Park Boulevard to IL 56 that includes four through lanes separated by a grassed barrier median and curb and gutter along the outside edge of pavement. Paramount to improving safety and upgrading deficiencies is alleviating the chronic flooding on IL 53 south of IL 56. Over the last 26 years, the road has been closed 23 times, many times a minimum of 2 days. The alignment south of IL 56 will be shifted west approximately 100 feet and the profile raised above the floodplain elevation. A new shared-use path is proposed along the east side of IL 53 from Park Boulevard to IL 56. The new shared-use path is part of the East Branch DuPage River Greenway Trail as planned by DuPage County.
3. What is the period covered by the grant?
(MM/DD/YYYY)
(MM/DD/YYYY)
3.1. If period is unknown, estimate the year the project or project phase will begin and anticipated duration:
3.1.1. \(\qquad\) and \(\qquad\)
(MM/YY)
(Duration)
4. Will the County provide "seed" or startup funding to initiate grant project? (Yes or No)
4.1. If yes, please identify the Company-Accounting Unit used for the funding
5. If grant is awarded, how is funding received? (select one):
5.1. Prior to expenditure of costs (lump-sum reimbursement upfront)

5.2. After expenditure of costs (reimbursement-based)



\section*{Grant Proposal Notification}
6. Does the grant allow for Personnel Costs? (Yes or No)
6.1. If yes, what are the total projected salary and fringe benefit costs of personnel charging time to the grant for the entire term of the grant? Compute County-provided benefits at 40\%.
6.1.1. Total salary \(\qquad\)
\(\qquad\)
6.1.2. Total fringe benefits \(\qquad\) Percentage covered by grant \(\qquad\)
6.1.3. Are any of the County-provided fringe benefits disallowed? (Yes or No): \(\qquad\)
6.1.3.1. If yes, which ones are disallowed?
6.1.3.2. If the grant does not cover \(100 \%\) of the personnel costs, from what Company-Accounting Unit will the deficit be paid?
6.2. Will receipt of this grant require the hiring of additional staff? (Yes or No):
6.2.1. If yes, how many new positions will be created?
6.2.1.1. Full-time \(\qquad\) Part-time \(\qquad\) Temporary \(\qquad\)
6.2.1.2. Will the headcount of the new position(s) be placed in the grant accounting unit?
6.2.1.2.1 If no, in what Company-Accounting Unit will the headcount(s) be placed?

Grant Proposal Notification
6.3. Does the grant award require the positions to be retained beyond the grant term? (Yes or No)
6.3.1. If yes, please answer the following:
6.3.1.1. How many years beyond the grant term?
6.3.1.2. What Company-Accounting Unit(s) will be used? \(\qquad\)
6.3.1.3. Total annual salary
6.3.1.4. Total annual fringe benefits
\(\qquad\)

\subsection*{6.3.2. Total fron}
7. Does the grant allow for direct administrative costs? (Yes or No)
7.1. If yes, please answer the following:
7.1.1. Total estimated direct administrative costs for project
7.1.2. Percentage of direct administrative costs covered by grant
8. What percentage of the grant funding is non-personnel cost / non-direct administrative cost?
9. Are matching funds required? (Yes or No):
9.1. If yes, please answer the following:
9.1.1. What percentage of match funding is required by granting entity?
7.1.3. What percentage of the grant total is the portion covered by the grant
\(\qquad\)
9.1.2. What is the dollar amount of the County's match? \(\qquad\)
9.1.3. What Company-Accounting Unit(s) will provide the matching requirement? \(\qquad\)
\(\$ 0.00\)
10. What amount of funding is already allocated for the project? \(\qquad\)
10.1. If allocated, in what Company-Accounting Unit are the funds located? \(\qquad\)
10.2. Will the project proceed if the funding opportunity is not awarded? (Yes or No):



Grant Proposal Notification
\begin{tabular}{|c|c|c|}
\hline 014-23 & \multirow[t]{2}{*}{Date of Notification:} & 02/24/2023 \\
\hline (Completed by Finance Department) & & (MM/DD/YYYY) \\
\hline 03/07/2023 & \multirow[t]{2}{*}{Grant Application Due Date:} & 03/10/2023 \\
\hline (Completed by Finance Department) (MM/DD/YYYY) & & (MM/DD/YYYY) \\
\hline
\end{tabular}

Name of Grant:

Name of Grantor:

Originating Entity:

County Department:
Congestion Mitigation and Air Quality Improvement Program

\section*{Illinois Department of Transportation}

\section*{U.S. DOT - Federal Highway Administration}
(Name the entity from which the funding originates, if Grantor is a pass-thru entity)

Dan Nowak, Principal Civil Engineer, Ext. 6909
(Name, Title, and Extension)

\section*{Transportation}

\section*{\$ 10,649,920.00}

Competitive
(Competitive, Continuation, Formula, Project, Direct Payment, Other - Please Specify)

Department Contact:

Parent Committee:

Grant Amount Requested:

Type of Grant:

Is this a new non-recurring Grant:

Source of Grant:
If Federal, provide CFDA: \(\qquad\) 20.205
\(\qquad\)


\section*{Grant Proposal Notification}
1. Justify the department's need for this grant.

IL Rt 38 (Roosevelt Rd) at Winfield Rd - Intersection reconstruction and improvement that includes widening for westbound dual left turn lanes on Illinois Route 38, lengthening both the northbound left and right turn lanes on Winfield Road, raised median along Illinois Route 38, timber retaining wall removal and replacement on south leg of Winfield Road, new storm sewer system, and traffic signal modernization.
IDOT will be paying the \(20 \%\) match \((\$ 2,129,984)\).
2. Based on the County's Strategic Plan, which strategic imperative(s) correlate with funding opportunity. Provide a brief explanation.

Quality of Life - The proposed project addresses the specific needs of safety, capacity, and roadway deficiencies. The purpose of the project is to provide safe and efficient vehicular operations at the Illinois Route 38 (Roosevelt Road) intersection with Winfield Road for the existing and anticipated demand. By reconstructing the existing pavement and adding the proposed auxiliary turn lanes, the new level-of-service will allow for better and safer traffic flow through the project corridor. This project is part of a larger project to improve the safety and operations of Illinois Route 38 between Winfield Road and County Farm Road and is included in IDOT's FY 2021-2026 Multi-Year Program.
3. What is the period covered by the grant?
(MM/DD/YYYY)
(MM/DD/YYYY)
3.1. If period is unknown, estimate the year the project or project phase will begin and anticipated duration:
3.1.1. \(\qquad\) and \(\qquad\)
(MM/YY)
(Duration)
4. Will the County provide "seed" or startup funding to initiate grant project? (Yes or No)
4.1. If yes, please identify the Company-Accounting Unit used for the funding
5. If grant is awarded, how is funding received? (select one):
5.1. Prior to expenditure of costs (lump-sum reimbursement upfront)

5.2. After expenditure of costs (reimbursement-based)



\section*{Grant Proposal Notification}
6. Does the grant allow for Personnel Costs? (Yes or No)
6.1. If yes, what are the total projected salary and fringe benefit costs of personnel charging time to the grant for the entire term of the grant? Compute County-provided benefits at 40\%.
6.1.1. Total salary \(\qquad\)
\(\qquad\)
6.1.2. Total fringe benefits \(\qquad\) Percentage covered by grant \(\qquad\)
6.1.3. Are any of the County-provided fringe benefits disallowed? (Yes or No): \(\qquad\)
6.1.3.1. If yes, which ones are disallowed?
6.1.3.2. If the grant does not cover \(100 \%\) of the personnel costs, from what Company-Accounting Unit will the deficit be paid?
6.2. Will receipt of this grant require the hiring of additional staff? (Yes or No):
6.2.1. If yes, how many new positions will be created?
6.2.1.1. Full-time \(\qquad\) Part-time \(\qquad\) Temporary \(\qquad\)
6.2.1.2. Will the headcount of the new position(s) be placed in the grant accounting unit?
6.2.1.2.1 If no, in what Company-Accounting Unit will the headcount(s) be placed?
6.3. Does the grant award require the positions to be retained beyond the grant term? (Yes or No)
6.3.1. If yes, please answer the following:
6.3.1.1. How many years beyond the grant term?
6.3.1.2. What Company-Accounting Unit(s) will be used? \(\qquad\)
6.3.1.3. Total annual salary
6.3.1.4. Total annual fringe benefits
\(\qquad\)

\subsection*{6.3.2. Total fron}
7. Does the grant allow for direct administrative costs? (Yes or No)
7.1. If yes, please answer the following:
7.1.1. Total estimated direct administrative costs for project
7.1.2. Percentage of direct administrative costs covered by grant
8. What percentage of the grant funding is non-personnel cost / non-direct administrative cost?
9. Are matching funds required? (Yes or No):
9.1. If yes, please answer the following:
9.1.1. What percentage of match funding is required by granting entity?
7.1.3. What percentage of the grant total is the portion covered by the grant
\(\qquad\)
9.1.2. What is the dollar amount of the County's match? \(\qquad\)
9.1.3. What Company-Accounting Unit(s) will provide the matching requirement? \(\qquad\)
\(\$ 0.00\)
10. What amount of funding is already allocated for the project? \(\qquad\)
10.1. If allocated, in what Company-Accounting Unit are the funds located? \(\qquad\)
10.2. Will the project proceed if the funding opportunity is not awarded? (Yes or No):



Grant Proposal Notification
\begin{tabular}{lll}
\begin{tabular}{l} 
GPN Number: \(\frac{015-23}{}\) \\
(Completed by Finance Department)
\end{tabular} & Date of Notification: \(\frac{02 / 28 / 2023}{(\mathrm{MM} / \mathrm{DD} / \mathrm{YYYY})}\) \\
\begin{tabular}{l} 
Parent Committee Agenda Date: \\
(Completed by Finance Department)
\end{tabular} & \(03 / 07 / 2023\)
\end{tabular}\(\quad\) Grant Application Due Date: \(\frac{03 / 31 / 2023}{(\mathrm{MM} / \mathrm{DD} / \mathrm{YYYY})} \quad\)\begin{tabular}{l} 
(MM/DD/YYYY)
\end{tabular}

Name of Grant:
Family Violence Coordinating Council SFY24

Name of Grantor:
Originating Entity:

County Department:
(Name the entity from which the funding originates, if Grantor is a pass-thru entity)

\section*{Department Contact:}

Illinois Criminal Justice Information Authority

\section*{18th Judicial Circuit Court}

Suzanne Armstrong, Court Administrator, 8888
(Name, Title, and Extension)

Parent Committee:
Judicial and Public Safety

Grant Amount Requested:

\section*{\$ 38,300.00}

Competitive
(Competitive, Continuation, Formula, Project, Direct Payment, Other - Please Specify)
Is this a new non-recurring Grant:

Source of Grant:Yes
\(\checkmark\) NoFederal
\(\checkmark\) StatePrivate

If Federal, provide CFDA: \(\qquad\) If State, provide CSFA: 546-00-2096 Page 1 of 5


\section*{Grant Proposal Notification}
1. Justify the department's need for this grant.

Grant funds received from the Illinois Criminal Information Authority are used to pay for the professional services of a local council coordinator. The purpose of the Coordinating Council is to increase the awareness \& education in child abuse, partner abuse and elder abuse. Through the council, multi-disciplinary committees are established involving judicial, police, probation, treatment providers and existing programs in a collaborative effort throughout the community.
2. Based on the County's Strategic Plan, which strategic imperative(s) correlate with funding opportunity. Provide a brief explanation.
Quality of Life. The purpose of the Coordinating Council is to increase awareness and educate throughout the community in child abuse, partner abuse, and elder abuse; with the goal of keeping people safe.
3. What is the period covered by the grant?
\(\frac{07 / 01 / 2023}{(\mathrm{MM} / \mathrm{D} / \mathrm{YYY})}\)
3.1. If period is unknown, estimate the year the project or project phase will begin and anticipated duration:
3.1.1. \(\qquad\) and \(\qquad\)
(MM/YY)
(Duration)
4. Will the County provide "seed" or startup funding to initiate grant project? (Yes or No)
4.1. If yes, please identify the Company-Accounting Unit used for the funding
5. If grant is awarded, how is funding received? (select one):
5.1. Prior to expenditure of costs (lump-sum reimbursement upfront) \(\square\)
5.2. After expenditure of costs (reimbursement-based)
6. Does the grant allow for Personnel Costs? (Yes or No)
6.1. If yes, what are the total projected salary and fringe benefit costs of personnel charging time to the grant for the entire term of the grant? Compute County-provided benefits at 40\%.
6.1.1. Total salary \(\qquad\)
\(\qquad\)
6.1.2. Total fringe benefits \(\qquad\) Percentage covered by grant \(\qquad\)
6.1.3. Are any of the County-provided fringe benefits disallowed? (Yes or No): \(\qquad\)
6.1.3.1. If yes, which ones are disallowed?
6.1.3.2. If the grant does not cover \(100 \%\) of the personnel costs, from what Company-Accounting Unit will the deficit be paid?
6.2. Will receipt of this grant require the hiring of additional staff? (Yes or No):
6.2.1. If yes, how many new positions will be created?
6.2.1.1. Full-time \(\qquad\) Part-time \(\qquad\) Temporary \(\qquad\)
6.2.1.2. Will the headcount of the new position(s) be placed in the grant accounting unit?
6.2.1.2.1. If no, in what Company-Accounting Unit will the headcount(s) be placed?
6.3. Does the grant award require the positions to be retained beyond the grant term? (Yes or No)
6.3.1. If yes, please answer the following:
6.3.1.1. How many years beyond the grant term?
6.3.1.2. What Company-Accounting Unit(s) will be used? \(\qquad\)
6.3.1.3. Total annual salary
6.3.1.4. Total annual fringe benefits
\(\qquad\)

\subsection*{6.3.2. Total fron}
7. Does the grant allow for direct administrative costs? (Yes or No)
7.1. If yes, please answer the following:
7.1.1. Total estimated direct administrative costs for project \(\qquad\)
7.1.2. Percentage of direct administrative costs covered by grant
8. What percentage of the grant funding is non-personnel cost / non-direct administrative cost?
9. Are matching funds required? (Yes or No):
9.1. If yes, please answer the following:
9.1.1. What percentage of match funding is required by granting entity? \(\qquad\)
9.1.2. What is the dollar amount of the County's match?
9.1.3. What Company-Accounting Unit(s) will provide the matching requirement? \(\qquad\)
10. What amount of funding is already allocated for the project? \(\qquad\)
10.1. If allocated, in what Company-Accounting Unit are the funds located? \(\qquad\)
10.2.

Will the project proceed if the funding opportunity is not awarded? (Yes or No):
11. What is the total project cost (Grant Award + Match + Other Allocated Funding)?

\section*{FI-R-0019A-22}

\section*{AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME), COUNCIL 31}

WHEREAS, the Illinois Public Employee Labor Relations Act (5 ILCS 315/et seq.) has established regulations regarding union recognition and collective bargaining in the State of Illinois, and

WHEREAS, the group of AFSCME employees in the DuPage County Care Center did authorize the American Federation of State, County and Municipal Employees (AFSCME), Council 31 as their exclusive bargaining agent under the terms and conditions of the Act, and

WHEREAS, the American Federation of State, County and Municipal Employees (AFSCME), Council 31 and County of DuPage, DuPage Care Center entered into a Collective Bargaining Agreement on December 14, 2021, and

WHEREAS, the County of DuPage and the American Federation of State, County and Municipal Employees have bargained in good faith to reach an agreement on an amendment to Article 25, Section 25.1 of said Collective Bargaining Agreement regarding promotion pay to Care Center Employees when and where applicable, and,

WHEREAS, the Amendment was executed by AFSCME on March 6, 2023.
NOW THEREFORE, BE IT RESOLVED, that the DuPage County Board does hereby ratify and adopt the Amendment to the Collective Bargaining Agreement attached to this Resolution between the County of DuPage and the American Federation of State, County and Municipal Employees (AFSCME), Council 31.

BE IT FURTHER RESOLVED that the County Board Chairman be authorized to execute said Amendment attached hereto, and

BE IT FURTHER RESOLVED that the County Clerk transmit a copy of this resolution to the Human Resources Department, County Board Office, and the Care Center.

Enacted and approved this 14th of March, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: \(\qquad\)

\section*{Amendment to the Collective Bargaining Agreement Between County of DuPage and AFSCME Council 31}

The County of DuPage (the "County") and the American Federation of State, County and Municipal Employees, Council 31 amend Article XXV, Section 25.1 of the existing Collective Bargaining Agreement between the parties which expires November 30, 2024 by placing the following language at the end of current Section 25.

Employees promoted within the bargaining unit shall receive the minimum salary for the new job classification in effect at the time of the promotion as determined in this Section 25.1 , or a \(5 \%\) promotional increase to the employee's then straight-time hourly wage rate, whichever is greater.

\section*{Conditions of Amendment.}
1. The parties agree that the County shall apply this Amendment to qualifying promotions which occur on or after March 1, 2023.
2. Nothing in the Amendment shall be construed as obligating either party to engage in midterm bargaining when not otherwise required.
3. The parties agree this Amendment requires the County of DuPage Board to ratify a resolution adopting this Amendment. Otherwise, this Amendment is null and void.

AFSCME COUNCIL 31


Its: Staff Representative \(\qquad\)

Date: 3/6/2023

COUNTY OF DUPAGE

By: \(\qquad\)

Its: \(\qquad\)

Date: \(\qquad\)```


[^0]:    Proposal Validity Period-The information and pricing contained in this response (the "Response" or the "Proposal") is valid for a period of thirty (30) days from the date written on the Proposal cover page, unless rescinded or extended in writing by AT\&T.
    Terms and Conditions-This Proposal is conditioned upon negotiation of mutually acceptable terms and conditions.
    Proposal Pricing—Pricing proposed herein is based upon the specific product/service mix and locations outlined in this Proposal. Any changes or variations in the proposed terms and conditions, the products/services/quantities, length of term, locations, and/or design described herein may result in different pricing. Prices quoted do not include applicable taxes, surcharges, or fees. In accordance with the tariffs or other applicable service agreement terms, Customer is responsible for payment of such charges.
    Providers of Service-Subsidiaries and affiliates of AT\&T Inc. provide products and services under the AT\&T brand. Either AT\&T Corp. or AT\&T Mobility National Accounts LLC is the proposer for itself and on behalf of its service-providing affiliates.
    Software-Any software used with the products and services provided in connection with this Response will be governed by the written terms and conditions applicable to such software. Title to software remains with AT\&T or its supplier. Customer must comply with all such terms and conditions, and they will take precedence over any agreement between the parties as relates to such software.
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[^1]:    Attach additional sheets if necessary. Sign each sheet and number each page. PAGE 1 OF 1 (total number of pages)

[^2]:    Attach additional sheets if necessary. Sign each sheet and number each page. PAGE 1 OF 1 (total number of pages)

