



# DU PAGE COUNTY

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

## Judicial and Public Safety Committee

### Final Regular Meeting Agenda

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Tuesday, March 21, 2023

8:00 AM

County Board Room

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1. CALL TO ORDER
2. ROLL CALL
3. PUBLIC COMMENT
4. CHAIR REMARKS - Chair Evans
5. PRESENTATIONS - Jeff York, Public Defender
6. APPROVAL OF MINUTES:

6.A. [23-1185](#)

Judicial and Public Safety Committee - Regular Meeting - Tuesday, March 7, 2023.

7. PROCUREMENT REQUISITIONS

7.A. [JPS-P-0048-23](#)

Recommendation for the approval of a contract to Peter M. King, of King Holloway, LLC, to provide professional services as a conflict attorney assigned to juvenile cases, for the period May 1, 2023 through April 30, 2024, for a contract total amount not to exceed \$42,000. Other professional services not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code's Professional Services Selection Process for other professional services. Section 2-353(1)(b). (18th Judicial Circuit Court)

7.B. [JPS-P-0049-23](#)

Recommendation for the approval of a contract purchase order to Krueger International, Inc., for the purchase of audience seating for Courtrooms 2000, 2001, 2002, 2011, 3002 and 3003, for the period March 28, 2023 through November 30, 2023, for a total contract amount of \$79,891.50. Per Quote #22TLW-592878A /C. (18th Judicial Circuit Court)

7.C. [JPS-P-0050-23](#)

Recommendation for the approval of a contract purchase order to CentralSquare for Professional Services and Software for the Electronic Citation Platform for the period April 1, 2023 through March 31, 2026, for a total contract amount of \$1,241,296.88. Exempt from bidding per 55 ILCS 5/5-1022 (c) not suitable for competitive bids – Sole Source. CentralSquare, LLC is the owner of the proprietary source code for this software. (Circuit Court Clerk)

**8. RESOLUTIONS****8.A. [JPS-R-0054-23](#)**

Intergovernmental Agreement with Bloomingdale Township for Police Services for a total amount of \$129,940.58, for the period April 1, 2023 through March 31, 2024. (Sheriff's Office)

**8.B. [JPS-R-0055-23](#)**

Intergovernmental Agreement with Milton Township for Police Services for a total amount of \$389,821.73 for the period April 1, 2023 through March 31, 2024. (Sheriff's Office)

**8.C. [JPS-R-0056-23](#)**

Intergovernmental Agreement with Wayne Township for Police Services for a total amount of \$129,940.58 for the period April 1, 2023 through March 31, 2024. (Sheriff's Office)

**8.D. [JPS-R-0057-23](#)**

Intergovernmental Agreement with York Township for Police Services for a total amount of \$129,940.58 for the period April 1, 2023 through March 31, 2024. (Sheriff's Office)

**8.E. [JPS-R-0058-23](#)**

Intergovernmental Housing Agreement Between DuPage County and Kendall County for the Housing of Prisoners. (Sheriff's Office)

**8.F. [FI-R-0096-23](#)**

Acceptance of an Extension of Time and Appropriation for the DuPage County Health Department Heroin Opioid Prevention and Education (HOPE) First Offender Court Unified for Success (FOCUS) Court Grant FY21 - Company 5000 - Accounting Unit 5905 - \$14,600. (Probation and Court Services)

**9. BUDGET TRANSFERS****9.A. [23-1186](#)**

Transfer of funds from account no. 5900-53040 (interpreter services) to account no. 5900-54090 (furniture and furnishings) in the amount of \$4,892 to cover the cost of audience seating which increased due to inflation after the FY23 budget was passed with Interpreter Services funds which have decreased because the state is covering more interpreting fees directly. (18th Judicial Circuit Court)

9.B. [23-1187](#)

Transfer of funds from account nos. 4510-53090 (other professional services), 4510-53300 (repair and maintenance facilities) and 4510-53610 (instruction and schooling) to account nos. 4510-53370 (repair and maintenance other equipment), 4510-53510 (travel expense) and 4510-53806 (software licenses) in the amount of \$95,000 for the following reason. During the FY23 budget rollover process for grant in Account Unit 4510, three accounts (for 2 two grants) were transposed with their intended accounts. The result was budgeted amounts not being entered to the accounts they were needed in. This budget transfer corrects the FY23 budget amounts, for each account, so that invoices can be incurred and paid. (Sheriff's Office)

**10. ACTION ITEMS**10.A. [JPS-CO-0002-23](#)

Recommendation for the approval of an amendment to Resolution JPS-P-0093-22 for a change order amending Purchase Order 5729-0001 SERV, issued to Trinity Services Group, Inc., to provide inmate and officer meals at the DuPage County Jail, to extend the contract through May 31, 2023 and to increase the contract in the amount of \$135,000, resulting in an amended contract total amount not to exceed \$719,182.50 an increase of 23.11%. (Sheriff's Office)

**11. INFORMATIONAL**11.A. [23-1188](#)

Public Defender's Office February 2023 Monthly Statistical Report (Public Defender's Office)

**12. OLD BUSINESS****13. NEW BUSINESS****14. ADJOURNMENT**



## Minutes

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #: 23-1185**

**Agenda Date: 3/21/2023**

**Agenda #: 6.A.**

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# DU PAGE COUNTY

## Judicial and Public Safety Committee

### Final Summary

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

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**Tuesday, March 7, 2023**

**8:00 AM**

**County Board Room**

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**1. CALL TO ORDER**

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

**2. ROLL CALL**

Other Board Members in attendance: Cindy Cahill, Kari Galassi, Paula Garcia and Sheila Rutledge.

Staff in attendance:

Nick Kottmeyer (Chief Administrative Officer), Joan Olson (Chief Communications Officer), Conor McCarthy (State's Attorney Office), Lisa Smith (State's Attorney Office), Renee Zerante (State's Attorney Office), Nick Alfonso (State's Attorney Office), Jeff York (Public Defender), Craig Dieckman (Director-Office of Homeland Security and Emergency Management), Evan Shields (Public Information Officer), Jason Blumenthal (Policy and Program Manager), Jeff Martynowicz (Chief Financial Officer) and Donna Weidman (Procurement).

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

**3. PUBLIC COMMENT**

No public comment was offered.

**4. CHAIR REMARKS - CHAIR EVANS**

Chair Evans informed the Committee that the flags are flying at half-mast to honor fallen Chicago Police Officer Andres Mauricio Vasquez Lasso who was killed in the line of duty on March 1, 2023. She expressed that her thoughts are with Officer Vasquez Lasso's family, as well as with his colleagues at the Chicago Police Department, as they mourn this tremendous loss. At this time, Chair Evans asked for a moment of silence to honor Officer Vasquez Lasso's dedication to protecting Chicago and its people.

Chair Evans then informed the Committee that at the next Judicial and Public Safety Committee on March 21, 2023, DuPage County Public Defender Jeff York will present a general overview of what his office does for the residents of DuPage County.

**5. APPROVAL OF MINUTES:****5.A. [23-1010](#)**

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

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

**RESULT:** APPROVED

**MOVER:** Liz Chaplin

**SECONDER:** Yeena Yoo

**6. PROCUREMENT REQUISITIONS****6.A. [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)

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

**RESULT:** APPROVED AND SENT TO FINANCE

**MOVER:** Liz Chaplin

**SECONDER:** Mary Ozog

**7. BUDGET TRANSFERS****7.A. [23-1011](#)**

Transfer of funds from account no. 5920-53828 (contingencies) to account no. 5920-52000 (furniture/machinery/equipment small value) in the amount of \$3,000 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. (State's Attorney Office/Family Center)

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

**RESULT:** APPROVED

**MOVER:** Liz Chaplin

**SECONDER:** Michael Childress

**8. GRANTS****8.A. [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)

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

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Greg Schwarze
<b>SECONDER:</b>	Mary Ozog

**8.B. [23-1013](#)**

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

Member Yoo inquired why the reporting period for this grant was from July 1, 2020 through June 30, 2021. Deputy Chief Dan Bilodeau from the Sheriff's Office responded that this type of grant for reimbursement for salaries is always in arrears because of the way the Federal government has set it up. They usually receive the award approximately two years later.

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

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Michael Childress
<b>SECONDER:</b>	Liz Chaplin

**8.C. [23-1014](#)**

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

Member Yoo asked for information on what the Family Violence Coordinating Council does. Suzanne Armstrong, Administrator for the 18th Judicial Circuit Court, responded that the Family Violence Coordinating Council is chaired by Circuit Judge Ann Celine Walsh and that it brings together many stakeholders including the State's Attorney Office, the Public Defender Officer and the Family Shelter, as well as other organizations throughout the County. They offer programs that focus on education, communication and ways to prevent family violence. She stated that this is an excellent grant and that many of the funds go towards hiring a Contract Coordinator that assists the Council. Court Administrator Armstrong suggested that it might be beneficial for the Family Violence Coordinating Council to give a full presentation at a future Judicial and Public Safety Committee meeting.

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

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Liz Chaplin

## 9. TRAVEL

### 9.A. [23-1015](#)

Authorization is requested for one crew member to bring the next generation prototype rapid communications vehicle (RapidComm4) to Champaign, Illinois to be displayed at the ILEAS (Illinois Law Enforcement Alarm System) Conference. Dates of travel are March 26, 2023 through March 27, 2023. ILEAS will provide lodging, as well as mileage for the RapidComm4 vehicle. (Office of Homeland Security and Emergency Management)

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

<b>RESULT:</b>	APPROVED AT COMMITTEE
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Liz Chaplin

### 9.B. [23-1016](#)

Authorization is requested for one crew member to drive the second (chase) vehicle and follow behind the next generation prototype rapid communications vehicle (RapidComm4) to Champaign, Illinois so that it can be displayed at the ILEAS (Illinois Law Enforcement Alarm System) Conference. Dates of travel are March 26, 2023 through March 27, 2023. ILEAS will provide lodging, as well as mileage for the RapidComm4 vehicle. The cost to DuPage County would be gas reimbursement in the amount of \$30 for the second (chase) vehicle, as RapidComm4 only seats two persons. (Office of Homeland Security and Emergency Management)

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

<b>RESULT:</b>	APPROVED AT COMMITTEE
<b>MOVER:</b>	Michael Childress
<b>SECONDER:</b>	Liz Chaplin

### 9.C. [23-1017](#)

Authorization is requested for one crew member to bring the next generation prototype rapid communications vehicle (RapidComm4) to Champaign, Illinois to be displayed at the ILEAS (Illinois Law Enforcement Alarm System) Conference. Dates of travel are March 26, 2023 through March 27, 2023. ILEAS will provide lodging, as well as mileage for the RapidComm4 vehicle. (Office of Homeland Security and Emergency

Management)

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

<b>RESULT:</b>	APPROVED AT COMMITTEE
<b>MOVER:</b>	Liz Chaplin
<b>SECONDER:</b>	Michael Childress

**10. OLD BUSINESS**

No old business was offered.

**11. NEW BUSINESS**

Member Schwarze wished Member Rutledge a happy birthday.

**12. ADJOURNMENT**

Member Chaplin moved, seconded by Member Childress to adjourn the meeting at 8:10 AM.  
The next meeting is scheduled for Tuesday, March 21, 2023 at 8:00 AM.



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

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

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**File #:** JPS-P-0048-23

**Agenda Date:** 3/21/2023

**Agenda #:** 7.A.

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AWARDING RESOLUTION ISSUED TO  
PETER M. KING OF KING HOLLOWAY, LLC  
FOR AN AGREEMENT TO PROVIDE PROFESSIONAL SERVICES  
FOR THE 18TH JUDICIAL CIRCUIT COURT  
(CONTRACT TOTAL AMOUNT \$42,000.00)

WHEREAS, an agreement has been negotiated 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 Peter M. King of King Holloway, LLC to provide professional services for a conflict attorney assigned to juvenile cases, representing abused, neglected, dependent or delinquent minors or family members where the DuPage County Public Defender may not represent a party, including appeals in these matters for the period of May 1, 2023 April 30, 2024, for 18th Judicial Circuit Court.

NOW, THEREFORE BE IT RESOLVED, that said contract is to provide provide professional services for a conflict attorney assigned to juvenile cases, representing abused, neglected, dependent or delinquent minors or family members where the DuPage County Public Defender may not represent a party, including appeals in these matters, for the period of May 1, 2023 through April 30, 2024 for the 18th Judicial Circuit Court per bid, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Peter M. King of King Holloway, LLC, 221 E Lake St, Suite 202, Addison, IL 60101, for a contract total amount of \$42,000.00.

Enacted and approved this 28th day of March, 2023 at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION			
<b>General Tracking</b>		<b>Contract Terms</b>	
FILE ID#: 23-1072	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: 1 YR + 1 X 1 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$42,000.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 03/21/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$42,000.00
	CURRENT TERM TOTAL COST: \$42,000.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<b>Vendor Information</b>		<b>Department Information</b>	
VENDOR: KING HOLLOWAY, LLC	VENDOR #: 30205	DEPT: 18TH JUDICIAL CIRCUIT COURT	DEPT CONTACT NAME: KATHERINE THOMPSON
VENDOR CONTACT: PETER M. KING	VENDOR CONTACT PHONE: 312-724-8221	DEPT CONTACT PHONE #: 630-407-8788	DEPT CONTACT EMAIL: katherine.thompson@18thjudicial.org
VENDOR CONTACT EMAIL: pking@kingholloway.com	VENDOR WEBSITE:	DEPT REQ #:	
<b>Overview</b>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Professional services as a conflict attorney assigned to juvenile cases for the period of May 1, 2023 through April 30, 2024 for a total of \$42,000.00.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Statutory need for the court to appoint an attorney for representation of juvenile cases.			

SECTION 2: DECISION MEMO REQUIREMENTS	
DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
OTHER PROFESSIONAL SERVICES (DETAIL SELECTION PROCESS ON DECISION MEMO)	

SECTION 3: DECISION MEMO	
STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. The position was posted on the court's website, only Peter M King applied. Judiciary chose Peter M. King for the position.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1. To approve contract with King Holloway, LLC, attorney Peter M. King. 2. To appoint individual private attorneys per case, this would be significantly more expensive. 3. Add two juvenile conflict attorneys to the court's headcount.

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

SECTION 5: Purchase Requisition Information			
Send Purchase Order To:		Send Invoices To:	
Vendor: KING HOLLOWAY, LLC	Vendor#: 30205	Dept: 18TH JUDICIAL CIRCUIT COURT	Division:
Attn: PETER M. KING	Email: pking@kingholloway.com	Attn: KATHERINE THOMPSON	Email: katherine.thompson@18thjudicial.org
Address: 221 E. LAKE STREET, SUITE 202	City: ADDISON	Address: 505 N COUNTY FARM ROAD	City: WHEATON
State: IL	Zip: 60101	State: IL	Zip: 60187
Phone: 312-724-8221	Fax: 312-724-8260	Phone: 630-408-8788	Fax: 630-407-8836
Send Payments To:		Ship to:	
Vendor: SAME AS ABOVE	Vendor#:	Dept: 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: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): May 1, 2023	Contract End Date (PO25): Apr 30, 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	7	EA	Monthly Svcs	Conflict Attorney for Juvenile	FY23	1000	5900	43030		3,500.00	24,500.00
2	5	EA	Monthly Svcs	Conflict Attorney for Juvenile	FY24	1000	5900	43030		3,500.00	17,500.00
<b>FY is required, assure the correct FY is selected.</b>										Requisition Total \$	42,000.00

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. <div style="text-align: center;">Signature on File</div>

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

## AGREEMENT

This AGREEMENT ("Agreement") is effective as of the 1st day of May, 2023, and is entered into by and between the Eighteenth Judicial Circuit Court of DuPage County, ("COURT"), and Peter M. King of the law firm of King Holloway, LLC., ("ATTORNEY") an attorney licensed to practice law in the State of Illinois.

## RECITALS

WHEREAS, the Court desires that the Attorney render certain services more fully described herein; and

WHEREAS, the Attorney has demonstrated knowledge and expertise in juvenile court law and procedures, has completed Guardian ad Litem training, and has represented that he/she has the requisite knowledge, skill, experience and other resources necessary to perform such services and is desirous of providing such services for the Court.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties hereby agree as follows:

1. **Incorporation of Recitals:** The matters recited above are hereby incorporated into and made a part of this Agreement.
2. **Term:** This Agreement is for a term commencing May 1, 2023 through April 30, 2024, unless terminated sooner as provided herein.
3. **Scope of Services:** Attorney agrees to provide representation to abused, neglected, dependent or delinquent minors or family members in cases where the DuPage County Public Defender may not represent a party, including appeals in these matters. The Court may, from time to time, request changes in the scope of services. Any such changes shall be documented by an amendment to this Agreement in accordance with State and County laws.
4. **Compensation and Payment:** Compensation for Services during the initial term shall not exceed \$42,000.00 payable in monthly payments upon presentation of an invoice. Compensation shall be based on actual Services performed during the Term of this Agreement and the Court shall not be obligated to pay for any Services not in compliance with this Agreement. In the event of early termination of this Agreement, the Court shall only be obligated to pay the fees incurred up to the date of termination. In no event shall the Court be liable for any costs incurred or Services performed after the effective date of termination as provided herein. Attorney shall submit invoices referencing this Agreement with such supporting documentation as may be requested by the Court. The Court will process payment in its normal course of business.
5. **Non-appropriation:** Expenditures not appropriated in the current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event sufficient funds are not appropriated in a subsequent fiscal year by the Court for performance under this Agreement, the Court shall notify Attorney and this Agreement shall terminate on the last day of the fiscal period for which funds were

appropriated. In no event shall the Court be liable to the Attorney for any amount in excess of the current appropriated amount.

6. **Events of Default and Remedies.**

6.1 **Events of Default.** Events of default include, but are not limited to, any of the following:

(i) Any material misrepresentation by Attorney in the inducement of this Agreement or the performance of Services; (ii) Breach of any agreement, representation or warranty made by Attorney in this Agreement; or (iii) Failure of Attorney to perform in accordance with or comply with the terms and conditions of this Agreement.

6.2 **Remedies.** In the event Attorney defaults under this Agreement and such default is not cured within fifteen (15) calendar days after written notice is given by the Court, the following actions may be taken by the Court: (i) This Agreement may be terminated immediately; and (ii) The Court may deem Attorney non-responsible for future contract awards. The remedies stated herein are not intended to be exclusive and the Court may pursue any and all other remedies available at law or equity.

7. **Assignment:** Neither party may assign this Agreement, nor any obligations imposed hereunder without the prior written consent of the other party.

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

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

9.1 **Licensed Professionals.** Services required to be performed by professionals shall be performed by professionals licensed to practice by the State of Illinois in the applicable professional discipline.

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

- 9.3 **Good Standing.** Attorney is not in default and has not been deemed by the Court to be in default under any other Agreement with the Court during the five (5) year period immediately preceding the effective date of this Agreement.
- 9.4 **Authorization.** In the event Attorney is an entity other than a sole proprietorship, Attorney represents that he/she has taken all action necessary for the approval and execution of this Agreement, and execution by the person signing on behalf of Attorney is duly authorized by Attorney and has been made with complete and full authority to commit Attorney to all terms and conditions of this Agreement which shall constitute valid, binding obligations of Attorney.
- 9.5 **Guardian ad Litem Training.** Attorney represents that he/she has completed all requirements of Guardian ad Litem training.
- 9.6 **Gratuities.** No payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act, was made by or to Attorney in relation to this Agreement or as an inducement for award of this Agreement.
- 9.7 **Malpractice Insurance Coverage.** At all times during the term of this Agreement, the Attorney shall maintain, at his/her sole expense, malpractice insurance coverage for the Attorney, its employees, officers and independent contractors.
10. **Independent Contractor:** It is understood and agreed that the relationship of Attorney to the Court is and shall continue to be that of an independent contractor and neither Attorney nor any of Attorney's employees shall be entitled to receive County employee benefits. As an independent contractor, Attorney agrees to be responsible for the payment of all taxes and withholdings specified by law, which may be due in regard to compensation paid by the County. Attorney agrees that neither Attorney nor its employees, staff or subcontractors shall represent themselves as employees or agents of the Court. Attorney hereby represents that Attorney's valid taxpayer identification number as defined by the United States Internal Revenue Code (social security number or federal employer identification number) has been provided to the Chief Judge's office.
11. **Indemnification:** Attorney agrees to indemnify and hold harmless the Court and DuPage County, its members, trustees, employees, agents, officers and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages and expenses of every kind, nature and character, including costs and attorney fees, arising out of, or relating to, any and all claims, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action of every kind, nature and character, in connection with or arising out of the acts or omissions of Attorney or its employees or its subcontractors under this Agreement. This includes, but is not limited to, the unauthorized use of any trade secrets, U.S. patent or copyright infringement. The indemnities set forth herein shall survive the expiration or termination of this Agreement. Notwithstanding the foregoing, the Attorney and Court shall not be deemed to have waived any rights, protections or immunities provided by law including, without limitation, those immunities provided under 745 ILCS 5/0.01, et. seq. (State Lawsuit Immunity Act) and 745 ILCS 10/1-101, et. seq. (Local Government and Governmental Employees Tort Immunity Act).

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

**IF TO THE COURT:** Eighteenth Judicial Circuit Court of Du Page County  
505 North County Farm Road Room 2015  
Wheaton, IL 60187  
Attn: Suzanne Armstrong, Court Administrator

**IF TO THE ATTORNEY:** King Holloway, LLC  
Peter M. King  
221 E. Lake Street, Suite 202  
Addison, IL 60101

13. **Entire Agreement and Amendment:** This Agreement, including all exhibits and referenced documents, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this agreement. No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of this Agreement is of no force or effect.
14. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to any conflict of law or choice of law principles.
15. **Waiver:** No delay or omission by the Court to exercise any right hereunder shall be construed as a waiver of any such right and the Court reserves the right to exercise any such right from time to time as often and as may be deemed expedient.

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

**EIGHTEENTH JUDICIAL CIRCUIT  
COURT**

Signature on File

By: \_\_\_\_\_  
Chief Judge

Date: 2/28/2023

**ATTORNEY**

Signature on File

By: \_\_\_\_\_

Date: 2/28/23



## 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: February 28, 2023

Bid/Contract/PO #:

Company Name: King Holloway LLC	Company Contact: Peter M. King
Contact Phone: 312-724-8221	Contact Email: pking@kingholloway.com

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

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

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

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

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

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

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

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

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

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

### The full text for the county's ethics and procurement policies and ordinances are available at:

<http://www.dupageco.org/CountyBoard/Policies/>

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

Signature on File

Authorized Signature

Printed Name

Peter M. King

Title

Managing Partner

Date

February 28, 2023

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



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

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

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**File #:** JPS-P-0049-23

**Agenda Date:** 3/21/2023

**Agenda #:** 7.B.

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AWARDING RESOLUTION  
ISSUED TO KRUEGER INTERNATIONAL, INC.  
TO FURNISH AND DELIVER REPLACEMENT AUDIENCE SEATING  
FOR COURTROOMS 2000, 2001, 2002, 2011, 3002 & 3003  
IN THE HENRY J. HYDE JUDICIAL OFFICE FACILITY  
FOR THE EIGHTEENTH JUDICIAL CIRCUIT COURT  
(CONTRACT TOTAL NOT TO EXCEED \$79,891.50)

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and Sourcewell (formerly NJPA), the County of DuPage will contract with Krueger International, Inc.; and

WHEREAS, the Judicial Public Safety Committee recommends County Board approval for the issuance of a Contract to Krueger International, Inc., to furnish and deliver replacement audience seating for courtrooms 2000, 2001, 2002, 2011, 3002 and 3003, for the Henry J. Hyde Judicial Office Facility, for the period through November 30, 2023, for the Eighteenth Judicial Circuit Court.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to furnish and deliver replacement audience seating for courtrooms 2000, 2001, 2002, 2011, 3002 and 3003, for the Henry J. Hyde Judicial Office Facility, for the period through November 30, 2023, for Eighteenth Judicial Circuit Court, be, and it is hereby approved for issuance of a contract by the Procurement Division to, Krueger International, Inc., 1330 Bellevue Street, Green Bay, WI 54302, for a total contract amount not to exceed \$79,891.50.

Enacted and approved this 28th of March, 2023 at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK



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

### SECTION 1: DESCRIPTION

<b>General Tracking</b>		<b>Contract Terms</b>	
FILE ID#: 23-1084	RFP, BID, QUOTE OR RENEWAL #: 23TLW-617566/C	INITIAL TERM WITH RENEWALS: 1 YR + 1 X 1 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$79,891.50
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 03/21/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$79,891.50
	CURRENT TERM TOTAL COST: \$79,891.50	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<b>Vendor Information</b>		<b>Department Information</b>	
VENDOR: Krueger International, Inc.	VENDOR #: 11590	DEPT: Circuit Court	DEPT CONTACT NAME: Katherine Thompson
VENDOR CONTACT: Anson Arndt	VENDOR CONTACT PHONE: 630-364-9180	DEPT CONTACT PHONE #: 630-407-8901	DEPT CONTACT EMAIL: katherine.thompson@18thjudicial.org
VENDOR CONTACT EMAIL: anson.arndt@ki.com	VENDOR WEBSITE:	DEPT REQ #:	
<b>Overview</b>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). To furnish and deliver replacement audience seating for courtrooms 2000, 2001, 2002, 2011, 3002, and 3003 for the HJH Judicial Office Facility for a total contract amount not to exceed \$79,891.50.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The Supreme Court of Illinois requires audience seating in courtrooms to allow for spectators while preventing standing in the courtroom. Replacement audience seating is needed in courtrooms 2000, 2001, 2002, 2011, 3002, and 3003 as many seats are ripped, worn, and non-functioning. The seating to be replaced is the original to the building and has exceeded its life expectancy.			

### SECTION 2: DECISION MEMO REQUIREMENTS

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

### SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. Krueger International, Inc. provides Sourcewell cooperative purchasing agreement pricing for Sequence High Density Seating per agreement #121219-KII. Sourcewell was able to provide the lowest responsible cost for this item as compared to OMNIA partners contract pricing, and is consistent with previously replaced audience seating in 2019 and 2022.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). Staff recommends securing a contract with Krueger International, Inc. to furnish and deliver replacement seating for courtrooms 2000, 2001, 2002, 2011, 3002, and 3003 for the HJH Judicial Office Facility, per Coop - #OT53837AZ1 Sourcewell (NJPA) #121919-KII. The other option includes sending the project out to bid which does not guarantee prices will be lower or that the quality of product and service will be equal. Past experience has proven that lower quality seating did not stand up to the daily use required for courtroom audience seating.



## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

## SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Krueger International, Inc.	Vendor#: 11590	Dept: Circuit Court	Division:
Attn: Anson Arndt	Email: anson.arndt@ki.com	Attn: Katherine Thompson	Email: katherine.thompson@18thjudicial.org
Address: 1330 Bellevue Street	City: Green Bay	Address: 505 N County Farm Rd, Suite 2015	City: Wheaton
State: WI	Zip: 54302	State: IL	Zip: 60187
Phone: 630-364-9180	Fax:	Phone: 630-407-8901	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Same as above	Vendor#:	Dept: Facilities Management	Division:
Attn:	Email:	Attn: Mark Thomas	Email: mark.thomas@dupageco.org
Address:	City:	Address: 505 N County Farm Rd	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-8280	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): 3/28/2023	Contract End Date (PO25): 11/30/2023
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		Furnish & deliver replacement audience seating for courtrooms 2000, 2001, 2002, 2011, 3002, and 3003.	FY23	1000	5900	54090		79,891.50	79,891.50
<b><i>FY is required, assure the correct FY is selected.</i></b>										Requisition Total	\$ 79,891.50

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

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



## **Solicitation Number: RFP#121919**

### **CONTRACT**

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Krueger International Inc., dba KI**, 1330 Bellevue Street, P.O. Box 8100, Green Bay, WI 54308 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

#### **1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 18, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

#### **2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

B. **LAWS AND REGULATIONS.** All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

D. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

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

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

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

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

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

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

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

## **5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS**

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

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

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

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

## **6. MEMBER ORDERING AND PURCHASE ORDERS**

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

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

## **7. CUSTOMER SERVICE**

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

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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



## **10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

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

## **11. LIABILITY**

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

## **12. AUDITS**

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

## **13. GOVERNMENT DATA PRACTICES**

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

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

#### **14. INTELLECTUAL PROPERTY**

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

#### **15. PUBLICITY, MARKETING, AND ENDORSEMENT**

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

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

#### **16. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

#### **17. FORCE MAJEURE**

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

#### **18. SEVERABILITY**

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## **19. PERFORMANCE, DEFAULT, AND REMEDIES**

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

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

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

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

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

## **20. INSURANCE**

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

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

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

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

Minimum limits:

\$500,000 each accident for bodily injury by accident

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

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

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

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

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

Minimum Limits:

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

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

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

B. **CERTIFICATES OF INSURANCE.** Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

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

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

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

## **21. COMPLIANCE**

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

B. **LICENSES.** Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

## **22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

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

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

## **23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

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

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5,

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

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

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

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

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

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

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

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

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



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

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

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

## 24. CANCELLATION

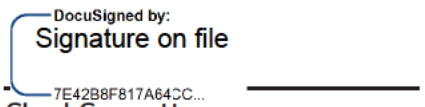
Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract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

Sourcewell  
 DocuSigned by:  
**Signature on file**  
 By: C0FD2A139D06489...  
**Jeremy Schwartz**  
 Title: Director of Operations &  
 Procurement/CPO  
 Date: 2/17/2020 | 5:07 PM CST

Krueger International Inc. dba KI  
 DocuSigned by:  
**Signature on file**  
 By: E297FD57BA1145A...  
**Guy Patkze**  
 Title: Assistant Secretary  
 Date: 2/18/2020 | 7:11 AM PST

Approved:

121919-KII

DocuSigned by:  
Signature on file  
By:   
7E42B8F817A643C...  
Chad Coauette  
Title: Executive Director/CEO  
Date: 2/17/2020 | 6:58 PM CST

# RFP 121919 - Furniture Solutions with Related Accessories and Services

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## Vendor Details

Company Name: Krueger International, Inc.

Does your company conduct business under any other name? If yes, please state: KI

Address: PO Box 8100  
Green Bay, WI 54308-8100

Contact: Lee Amundson

Email: lee.amundson@ki.com

Phone: 800-454-9796

Fax: 920-468-2781

HST#: 39-1375589

## Submission Details

Created On: Monday November 11, 2019 10:11:49

Submitted On: Wednesday December 18, 2019 14:55:34

Submitted By: Lee Amundson

Email: lee.amundson@ki.com

Transaction #: 65568d9f-fb8c-441f-b9ab-7550f60a8d82

Submitter's IP Address: 208.50.15.6

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Krueger International, Inc. (d/b/a: KI)	*
2	Proposer Address:	1330 Bellevue Street, PO Box 8100 Green Bay, WI 54308-8100	*
3	Proposer website address:	ki.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Guy Patkze Assistant Secretary 1330 Bellevue Street Green Bay, WI 54302 guy.patzke@ki.com 920.468.2541	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kelli Plamann Contract Program Manager 1330 Bellevue Street Green Bay, WI 54302 kelli.plamann@ki.com 920.468.2719	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	MARK WALDECKER   Corporate Accounts / K-12 Dealer Development Manager P: 920.406.3508   M: 920.327.0195   F: 920.468.2729   E: mark.waldecker@ki.com   ki.com  ANDY VANSTRATEN   Contract Manager P: 920.468.2394   E: andy.van.straten@ki.com   ki.com	

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *	
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7	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</p>	<p><b>Who We Are</b>  <b>OUR FOUNDATION</b>  The metal chair was KI's flagship product in 1941. Innovative for its time, it brilliantly answered the call for seating that was portable, stackable, durable and affordable. KI recognized the market's need and responded with a welcome solution.  The KI folding chair symbolizes a long legacy of listening to our customers. Our insightful ability to solve problems through product design and space planning concepts has made us a respected leader in manufacturing furniture solutions – products that skillfully support the success of customers in the business, university, educational, healthcare, and government markets.</p> <p>Today, we've grown well beyond our folding chair origins and offer a broad portfolio ranging from seating and tables to architectural walls and panel systems. Our award-winning innovations reflect a desire to meet your objectives, be your go-to resource and build an enduring relationship with you.</p> <p>This foundation and a strong market understanding is why KI customers throughout the world continue to rely on our trusted expertise to create solutions that fit their environments. That's why we say we offer far more than furniture ... We're Furnishing Knowledge.</p> <p><b>What Makes Us Different</b>  We want to hear what you have to say about your goals, how your employees or students want to work or learn, your expectations ... even what you want people to feel when they walk into your space. That way, we can help you make well-informed, educated decisions about your furniture investment. Following are a few more reasons customers keep coming back to KI for furniture solutions.</p> <p><b>EASY TO DO BUSINESS</b>  Whether you need help space planning, selecting surface materials, determining what furniture best fits your work style, or coordinating installation with other contractors, we're here to help.</p> <p><b>CORE MARKET FOCUS</b>  We stay laser focused on our core markets, persistently growing our knowledge, understanding and experience within each. That helps us design furniture solutions and support services that address the needs specific to:</p> <ul style="list-style-type: none"> <li>• Higher Education <ul style="list-style-type: none"> <li>• K-12 Education</li> </ul> </li> <li>• Workplace <ul style="list-style-type: none"> <li>• Healthcare</li> <li>• Federal &amp; State Government</li> </ul> </li> </ul> <p><b>MARKET OF ONE® PHILOSOPHY</b>  We believe the only customer who matters is you – you are our Market of One. So we've structured everything from our service and support teams to the manufacturing floor to be nimble and adaptable to your needs. We're the right place for furniture, service and fulfillment options that align with your brand, culture and work environment.</p> <p><b>FULFILLMENT FREEDOM</b>  We will gladly collaborate and coordinate with any partner, dealer and/or installation entity you choose. We do not prescribe to pre-set distribution channels. Rather, we allow you to determine the best means to manage ordering and fulfillment activities.</p> <p><b>EMPLOYEE OWNERSHIP</b>  KI is 100% employee owned and when you own something, you treat it differently. Everyone in the organization from the executive office to the production floor has a stake in the game.</p> <p><b>DELIVERY AND INSTALLATION SERVICES</b>  Delivery day should be exciting, not stressful. Should that date need to change for any reason, just let us know. We'll adjust accordingly.</p> <p>Should you need assistance with fulfillment, KI offers a comprehensive service package. A factory-trained, on-site management team will oversee your project from initial pre-planning meetings through the final walk-through. Options for warranty and repair work as well as warehousing are also available.</p>
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8	Provide a detailed description of the products and services that you are offering in your proposal.	<p><b>Furnishing Knowledge Through Design</b>  Through human-centered design, we create compelling environments by aligning culture, brand and functional objectives. The ideas behind this approach include adaptive design, increased user control, higher levels of engagement and defining a balance between the basic workstyles (Focus, Interaction, Ideation and Regenerative), and behavioral needs of users.</p> <p>Furnishing a business office, a hospital lounge, a classroom, or a government facility takes special knowledge. What choices will best serve the application? How will you create the look to reflect a distinct personality, and the functionality to serve unique needs? KI is here to help. Selling you furniture comes at the end of the process. First, we bring you information, skill, and partnership. We listen to what you need, then work with you to create it. And if we don't already have it, we'll design it from scratch. Our long experience ensures that when we say the "best furniture," we mean the best quality providing the best style and function.</p> <p>Learning Spaces – Dynamic Collaboration, Conventional Classrooms, Technology Integrated, Engaging/Presenting, and Lecture/Auditorium.</p> <p>Social Spaces / Third Spaces – Learning Commons/Media Centers, Lobby/Lounge, Cafes and cafeterias/Dining and Living Spaces.</p> <p>Offices and Workstations – Flexible, Accommodating Workspaces, Peak Performance, Designed to move.</p> <p>Training Rooms – Transforming Training Environments, Impactful Solutions.</p> <p>Conference Rooms – Masterful Meetings, Bringing Ideas to the Table.</p> <p>Storage Solutions – Intelligent, Innovative, Integrated.</p> <p>Contract furniture solutions for any environment:  KI's product portfolio includes the following: architectural walls, deskling systems, benching systems, Caseloads, classroom desks, teacher desks, tables, classroom tables, conference tables, cafeteria tables, training tables, occasional tables, seating, task chairs, bariatric chairs, patient chairs, medical recliners, medical gliders, sleepers, side seating, guest chairs, stack chairs, nesting chairs, stools, classroom chairs, tablet arm chairs, lounge seating, lobby benches, multiple seating, school library furniture, task lighting, auditorium seating, fixed seating, lecture hall seating, seminar tables, lecterns, dormitory furniture, Library Furniture, filing cabinets, lateral files, panel systems and more.</p> <p><b>Divisions</b>  Our decades in the furniture business have helped us identify areas where we could better serve our customers. That has led to the development or purchase of subsidiaries that round out our business and provide you with turnkey solutions.</p> <p><b>SPACESAVER CORPORATION</b>  Subsidiary  Fort Atkinson, WI  Manufacturer and service provider for high-density and mobile storage systems  spacesaver.com  Employees: 461  SpaceSaver - Started with high-density mobile shelving almost 50 years ago, and over the years we've developed a variety of other innovative storage products that help our clients better manage their time, space, and security. We design and manufacture all our products in-house with our on-site engineering and manufacturing teams, and we take the time to listen to your challenges. In short, we make products that help you do your job better.</p> <p><b>PALLAS TEXTILES</b>  Green Bay, WI  Manufacturer of high-performance upholsteries, panel fabrics and cubicles  pallastextiles.com  Employees: 17  Pallas Textiles fuses the art of weaving with today's modern techniques and fibers into sophisticated, stylish and timeless upholsteries, panel fabrics and privacy curtains that continually evolve in color, pattern and texture.</p>
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9	What are your company's expectations in the event of an award?	<p>Our overall goal, if awarded, is to continue to grow our ability to offer public agencies functional products with the latest designs and highest quality. Our ability to listen and understand the customer's needs will continue to be one of our main goals in the relentless drive to make the Customer's experience with KI effortless.</p> <p>With the continued partnership with Sourcewell, we believe that we will continue to grow our presence within these core markets. Sourcewell has consistently demonstrated the importance of support to awarded vendors and we expect that by continuing to share and enhance the same core values we can continue to grow our Educational and Government accounts by making them aware of the benefits of both Sourcewell and KI.</p>	*
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please find KI's Condensed, Consolidated balance sheet for 2017/2018, Surety Letter and a copy of our current insurance certificate for your review.	*
11	What is your US market share for the solutions that you are proposing?	Since KI is a privately held, 100 percent employee owned company, we prefer to keep certain information confidential. However, KI defines our business via what we term as "Core Markets". To be a KI Core Market means we must currently maintain a Top 3 position or can attain a Top 3 market share position in a relatively short number of years. Higher Education, K-12 and Government markets are all Core Markets for KI. KI has an experienced team in place that follows this market share and is extremely committed to maintaining and growing those positions.	*
12	What is your Canadian market share, if any?	KI has have the same commitment to Core Markets in Canada that we have in the United States and other countries throughout the world. We will continue to grow and gain market share on all of our "Core Markets".	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	KI has never petitioned for bankruptcy protection.	*
14	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>KI is a manufacturer, but not only do we make the products, we have the capability to fulfill these orders direct to the member or through a local distributor of their choosing. KI also has the ability to service direct through our Service subsidiary, a one stop shop.</p> <p>At KI, we believe that the only customer who matters is you – you are our Market of One. So we've structured everything from our service and support teams to the manufacturing floor to be nimble and adaptable to your needs.</p> <ul style="list-style-type: none"> <li>• Dedicated Service – You will have a team of experienced KI professionals assisting you through the furniture procurement journey. In addition, you have 24/7/365 access to your order information from any electronic device via <a href="http://ki.com/orderstatus">ki.com/orderstatus</a>.</li> <li>• Fulfillment Freedom – While we offer space planning, shipping and installation services, we will never limit you to working with agencies owned or affiliated strictly with KI. Rather, we will gladly collaborate and coordinate with any partner, dealer and/or installation entity YOU choose. KI does not prescribe to preset distribution channels. Rather, we deploy local KI representatives to work directly with you. KI's approach provides alternative procurement methods that allow you, not the manufacturer, to determine the best means to manage ordering and fulfillment activities. It also provides you the opportunity to reduce costs via bypassing the traditional dealer/"middleman" model, if required.</li> </ul> <p>This client-centric business model is the engine that continues to drive KI's growth and client satisfaction. Ultimately, clients appreciate the flexibility to make purchasing and fulfillment decisions according to their needs versus what may be most expedient for the manufacturer.</p>	*
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>Please find all KI's licenses per state attached for your review. KI is authorized to sell products and provide services in all 50 states, the District of Columbia, and Canada. KI complies with applicable federal, state, local, and industry laws for each purchasing member where ever they are located.</p> <p>KI does work with third party certified service providers and obtains license verification and insurance certificates for all providers whom we work with.</p>	*
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	KI has not been subject to any suspension or disbarment in the past ten years or ever.	*

17	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Seating</p> <ul style="list-style-type: none"> <li>- Stack and Guest Seating</li> <li>- Task Seating</li> <li>- Lobby &amp; Lounge Seating</li> <li>- Folding Chairs and Stools</li> <li>- Multiple Seating</li> </ul> <p>Storage</p> <ul style="list-style-type: none"> <li>- Files and Storage</li> <li>- High-density and mobile storage systems</li> </ul> <p>Technology Support furniture</p> <ul style="list-style-type: none"> <li>- Desking</li> <li>- Powered Tables</li> <li>- Tables</li> <li>- Accessories</li> </ul> <p>Systems/Modular Furniture</p> <ul style="list-style-type: none"> <li>- Desking</li> <li>- Caseworks</li> <li>- Panels</li> <li>- Accessories</li> </ul> <p>Library Furniture</p> <ul style="list-style-type: none"> <li>- Tables and Chairs</li> <li>- Lobby &amp; Lounge</li> </ul> <p>Cafeteria Furniture</p> <ul style="list-style-type: none"> <li>- Tables</li> <li>- Folding Tables</li> <li>- Seating and Chairs</li> </ul> <p>Early Childhood Furniture</p> <ul style="list-style-type: none"> <li>- Tables</li> <li>- Seating and chairs</li> <li>- Storage</li> </ul> <p>Audio Visual Furniture</p> <ul style="list-style-type: none"> <li>- Tables</li> <li>- Accessories</li> </ul> <p>Training Furniture</p> <ul style="list-style-type: none"> <li>- Tables</li> <li>- Desks</li> <li>- Seating and Chairs</li> <li>- Stools</li> </ul> <p>Educational Office Furniture</p> <ul style="list-style-type: none"> <li>- Tables</li> <li>- Desking</li> <li>- Accessories</li> <li>- Seating and Chairs</li> </ul> <p>Auditorium/Fixed Seating &amp; Tables</p> <p>Demountable Walls</p> <p>Residence Hall</p> <p>Healthcare</p> <ul style="list-style-type: none"> <li>- Sleepers</li> <li>- Chairs</li> <li>- Recliners</li> <li>- Caseworks</li> </ul> <p>Freestanding Classroom and School Furniture</p> <ul style="list-style-type: none"> <li>- Tables</li> <li>- Desking</li> <li>- Seating and Chairs</li> <li>- Storage</li> <li>- Accessories</li> </ul> <p>Upholstery</p>
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**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Product Design</p> <p>2019 BUILDINGS™ Editor's Choice – Hiatus Sleeper Bench</p> <p>2018 A4LE LE Awards, Solution Provider Award – Ruckus Collection</p> <p>2018 BUILDINGS™ Production Innovation Grand Award (1st Place) – Tattoo Collection</p> <p>2018 BUILDINGS™ Product Innovation Merit Award (2nd Place) – Ruckus Mobile Height-Adjustable Lectern</p> <p>2018 Best of NeoCon® Gold – Tattoo Collection</p> <p>2017 Nightingale Award, Gold – Patient Seating – Ruckus Task Chair</p> <p>2017 Best of NeoCon® Gold – Ruckus Collection</p> <p>2017 Best of NeoCon® Gold – Universal Height-Adjustable Screen</p> <p>2017 Best of NeoCon® Gold – Pallas Loft Collection</p> <p>2017 BUILDINGS™ Production Innovation Grand Award (1st Place) – Ruckus Collection</p> <p>2016 Nightingale Award, Gold – Fabrics &amp; Textiles Category – Pallas Gaia Collection</p> <p>2016 Nightingale Award, Silver - Conference Seating Category – Doni Seating Collection</p> <p>2016 EdSpaces Innovation Awards, Seating Category Winner – Ruckus Collection</p> <p>2016 EdSpaces Innovation Awards, Best in Competition – Ruckus Collection</p> <p>2016 BUILDINGS™ Product Innovation Merit Award (2nd Place) – MyPlace Lounge Collection</p> <p>2016 BUILDINGS™ Product Innovation Merit Award (2nd Place) – Lightline (Freeform) Architectural Wall</p> <p>2016 Best of NeoCon® Gold – MyPlace Lounge Collection</p> <p>2015 Best of NeoCon® Gold - Evoke Architectural Walls</p> <p>2015 Best of NeoCon® Silver - Soltice Metal Collection</p> <p>2015 Best of NeoCon® Innovation Award - Sway Lounge Collection</p> <p>2015 #9 Contract Magazine Ranking Health Care Textiles Category – Pallas Textiles</p> <p>Business and Industry</p> <p>2018 – Weyenberg Prize for Business Excellence 2018</p> <p>KI was awarded the Weyenberg Prize for Business Excellence, co-sponsored by the University of Wisconsin – Green Bay and InitiativeOne Leadership Institute. The Weyenberg Prize seeks to honor business excellence – companies where transformational leadership, strategy development, and strategic execution are embedded deep within the corporate culture.</p> <p>Sustainability</p> <p>2010-2019 Green Masters Award – Wisconsin Sustainable Business Council</p>
19	What percentage of your sales are to the governmental sector in the past three years	<p>KI's percentage of sales into the government sector over the past 3 years is between 5% and 25%. KI's product offerings allow for State and Local government to choose functional and quality products without sacrificing the most current styles and collaborative trends. KI experiences sales growth in the Government sector each year. (This growth does not include KI's Prison Industries programs).</p>
20	What percentage of your sales are to the education sector in the past three years	<p>KI's percentage of sales into the educational sector over the past 3 years is between 50% and 75%. KI proudly manufactures furniture solutions that support the freedom to move, a vital need and so much more. Supporting the development of world-class learning environments has been – and always will be – at the very core of KI. It's what we do best. KI has experienced growth in sales within the educational sector each year. KI education markets are critical to KI's vertical market strategy. The combined sales is ranked 1 and 2 within KI's vertical markets.</p>
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>KI holds cooperative purchasing agreements with groups such as NASPO, OMNIA and TIPS. KI also holds up to 26 State contracts. A growing number of States have adopted the Sourcwell cooperative and KI Furniture as their lead-state contract. Annual Sales per GPO and State contracts vary from \$100K - \$50 Million. Sourcwell is the most requested and utilized contract in KI's portfolio.</p>
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>KI holds a General Service Administration (GSA) Contract, number: GS-28F-0033P. Annually, KI performs in the range of \$1 million - \$50 Million.</p>

**Table 4: References/Testimonials**

Line Item 23. Supply reference information from three customers who are eligible for Sourcewell membership.

Entity Name *	Contact Name *	Phone Number *	
Tulsa Public Schools: East Central Library	Shawn Parks	918.746.9724	*
Stillwater Public Schools: Sangre Ridge Elementary Library	John Anders, Facilities Director	405.533.6340	*
Florida International University	Mark Marine, Manager of Administrative Services	305.348.7357	*
Department of Juvenile Justice: Fort Myers Youth Academy	Katrina Harvey	239.210.0934	

**Table 5: Top Five Government or Education Customers**

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
College/ University	Education	Wisconsin - WI	Supplied good and services	Approximately \$500K to \$1M/project	Approximately \$5M to \$12M	*
College/ University	Education	North Carolina - NC	Supplied good and services	Approximately \$250K to \$1M/project	Approximately \$1M to \$8M	*
K-12 Public	Education	New York - NY	Supplied good and services	Approximately \$250K to \$500K/project	Approximately \$500K to \$5M	*
Local Government	Government	Minnesota - MN	Supplied good and services	Approximately \$500K to \$1M/project	Approximately \$1M to \$8M	*
Local Government	Government	Florida - FL	Supplied good and services	Approximately \$250K to \$500K/project	Approximately \$250K to \$3M	*

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
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25	Sales force.	<p>KI Locations or Sales Specialist Near You</p> <p>In addition to corporate headquarters, showrooms, district offices and manufacturing facilities in the U.S., KI maintains an international sales and support presence throughout the Americas, Europe, Middle East and Asia. Because we're worldwide, we're more accessible to further ensure a rewarding collaboration to better understand your overall project objectives.</p> <p>KI has broken out the numbers below.</p> <p>National Support and Service:</p> <ul style="list-style-type: none"> <li>- 22 Showrooms – eight of which are international</li> <li>- 3 Divisions</li> <li>- 8 Manufacturing Locations – three of which are international</li> </ul> <p>Field Sales Force:</p> <ul style="list-style-type: none"> <li>- 74 Direct Sales Representatives</li> <li>- 87 Independent Sales Representatives</li> <li>- 13 Canadian Sales Representatives</li> </ul> <p>Corporate Support and Service:</p> <ul style="list-style-type: none"> <li>- 5 staff - Market Development Analysts - The goal of the Market Development area is to generate thousands of "qualified" project opportunities. These projects must be "new" to the field and not already registered in our internal database.</li> <li>- 54 staff - Inside Sales Support - KI has a dedicated Inside Sales Support area that works within a specific region to support customers, clients and sales representatives. This area includes actively marketing KI's product offering throughout their designated region.</li> <li>- 174 staff – Corporate Customer Service and other Support Teams - When a customer places a call to the KI customer service departments, a member of KI's Welcome Center who will then direct the call to the appropriate individual. KI is committed to providing customers with the most timely and accurate communication possible within a reasonable response timeframe.</li> <li>- Customer Service Agents are assigned to provide support and include the responsibility for handling all aspects of daily project coordination. The primary team contacts are based on expertise.</li> <li>- Customer Service Team Manager provides additional support in the overall coordination of an account's specific needs including designation of resources and project coordination logistics.</li> </ul>	*
26	Dealer network or other distribution methods.	<p>Dealer Network</p> <p>KI has 340 approved dealers and 58 approved dealer representatives dedicated to the Sourcewell contract and are located throughout the United States. They have the full support of each of the District Leaders at each of the 26 locations. Please find the attached Dealer/DR listing for your review.</p> <p>Spacesaver Corporation 23 US Area Contractor/Distributor 11 Canadian Distributors</p>	*
27	Service force.	<p>Division of KI – Corporate Services</p> <p>52 Staff - Installation Management Services (Corporate Services): The Corporate Services team is comprised of customer focused, factory trained Regional Managers, Installation Supervisors and Certified Installers. Regionally based service teams are available for quick response. These Team Members are factory-trained and specialize in the installation, maintenance, and repair of all of KI's products</p> <ul style="list-style-type: none"> <li>- 9 Staff - Regional Managers</li> <li>- 31 Staff – Installation Supervisors</li> <li>- 9 Staff - Installation and Account Coordinators</li> <li>- 3 Staff - Project Managers</li> <li>- 153 – Certified Installers throughout the country</li> </ul>	*

28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p><b>Account Management</b> We are transparent when it comes to your project, because we know your credibility is on the line, which means our integrity is, too. That's why we provide you with a dedicated account support team to assist with your needs, earn your trust and develop enduring relationships that go much deeper than a business transaction.</p> <p>While you will have one main point of contact, know that an entire team will be working on your behalf. The cross-functional team includes tenured industry professionals who specialize in executing large and complex projects. The team is selected based on your needs, so in addition to your sales representative and customer service representative, team members may also be selected from design, manufacturing, finance or any other area of the business that could positively impact the outcome of your project.</p> <p><b>CENTRALIZED PROJECT MANAGEMENT</b> KI's centralized approach to project management, offers clients a variety of critical benefits, including:</p> <ul style="list-style-type: none"> <li>• Intimate project knowledge and local representation</li> <li>• Access to an experienced corporate team of project managers</li> <li>• Access to a dedicated client support team, along with a single point of contact</li> <li>• Complementary CAD and other support services (including revisions)</li> <li>• Continuity and consistency in project management practices</li> <li>• Centralized data management</li> </ul> <p><b>LOCAL SUPPORT</b> Your sales specialist is based out of your geographic area and can respond to your needs in person, if necessary. This person is responsible for your account as well as specific projects you have in progress and will work with you one-on-one to develop account management plans, discuss projects in progress, perform site reviews, etc. The sales specialist can also engage, when necessary, with his or her district sales leader who can provide account support while ensuring project integrity from start to finish.</p> <p><b>KI Customer Service</b> Customer service agents interface with design/engineering, manufacturing and logistic departments to handle customer concerns and issues. Standard hours of operation are from 8 a.m. to 5 p.m. with fluctuation for specific geographic areas. When a customer places a call to the KI customer service department, the customer will be greeted by a member of KI's Welcome Center who will then direct the call to the appropriate individual. KI is committed to providing customers with the most timely and accurate communication possible and adheres to four-hour response timeframe.</p> <p>Please find the complete Customer Service Program attached for your review.</p>	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>KI and its Subsidiaries are authorized to sell and provide services in all 50 states, the District of Columbia, Canada and more. Neither KI nor its Subsidiaries are limited to any geographical area.</p> <p>KI and its Subsidiaries are able to service all of Sourcewell market segments through the proposed contract.</p>	*
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	KI and its Subsidiaries are able to fully serve ALL Sourcewell Member sectors that utilize commercial furnishings through the proposed contract.	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	<p>KI and its Subsidiaries do not have any specific requirements or restrictions which apply to Sourcewell Members located outside the continental USA.</p> <p>For shipments destined to other U.S. states (outside the 48 U.S. contiguous) or foreign territories, delivery will be made to a prearranged port. Members shall prepay all freight charges and any extra expenses resulting from any request by Customer for after-hours, holiday, weekend, or specific time delivery, or special carrier, shipping method, (e.g. air freight, exclusive use vehicle) packaging, and/or routing.</p>	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
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32	<p>Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p>	<p><b>Tradeshows</b>  KI will market and promote the Sourcewell contract during tradeshows with customized literature and signage. KI will actively participate in the AASA, NAEP, I-ASBO, NACO, NIGP and all the additional shows we participates in annually. KI attends approximately 50+ tradeshows a year.</p> <p><b>Education</b>  Education is ensuring the depth of knowledge and working instruments are available to assist our KI sales representatives with all the accouterments, assets, advantages, knowledge, and experience of the Sourcewell Contract. To further assist our mutual customer, the public agency customers, by promoting technologically advanced furniture solutions, reducing the cost of purchased goods, improve their administrative effectiveness, directly support their efforts and to respect the Citizens (tax payers) confidence in them and their purchasing process.</p> <p><b>Familiarity</b> is through repetition of the initial training process at the Corporate Headquarters and remedial training in the field by the assigned Sourcewell/KI National Sales Manager.</p> <p>The comfort level is achieved thru extensive interface between Sourcewell and KI National Sales Manager with our KI K-12 specific sales representative in each of our districts sales location.</p> <p><b>Market Transition</b>  The KI team will continue to offer and make the Sourcewell contract available to all current and future Sourcewell memberships. If KI again becomes a successful awardee of this contract, all KI sales reps will continue to be versed in any updated Sourcewell lexicon to insure that all participating members are completely aware of KI as a Sourcewell Awarded Contract holder.</p> <p>Because of our past award and continued education of all distribution partners, the transition to a new contract will flow seamlessly. The new contract will receive an internal code designation with its own unique national account number. This number will be utilized to accurately enable proper ordering from all internal and external staff. Additionally, KI uses proprietary specification software, which is loaded with the Sourcewell contract to assure all members of accurate pricing. Our Order Management System ensures that terms and conditions are met whether ordering directly from KI or from a distribution partner.</p> <p><b>Existing Customers</b>  All existing KI contract holders will be informed of the ongoing affiliation with Sourcewell. Ultimately the transition to the Sourcewell/KI contract is the responsibility of the individual public or private entities. However, KI will present the benefits of the entire Sourcewell portfolio of contracts, rather than just the KI furniture contract. The strength of all Sourcewell contracts outweighs and enhances the individually held KI contracts.</p> <p>Please find the attachment samples of your marketing materials for your review.</p>
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33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Over the years, we've developed a keen eye and learned quite a bit about what works and what doesn't. And it's important to us to share that information with you...to inspire you and help you make smart furniture solutions. To that end, we have several resources where you can leverage our experience and get inspired!</p> <p><b>SOCIAL MEDIA</b> For new product ideas and project inspiration, few social media sites have proven more valuable and visual than Pinterest. We've curated endless boards for cool training spaces, work styles, active design, various products, architectural walls, quotes we love, cities we've visited and our favorite -- #designmoves. If you're looking for inspiration, here's where you'll find it -- PINTEREST.</p> <p>In addition, you can also engage with us on these social channels: facebook, twitter, snapchat, Instagram and YouTube.</p> <p><b>ELECTRONIC CATALOGS</b> We've developed a catalog for each of our core markets. Each catalog offers insights on the market, real-world images, thought-starters and space planning ideas as well as product recommendations. You can flip through the catalogs here or order a printed copy on KI.com.</p> <p>Higher Education Solutions Catalog K-12 Solutions Catalog Healthcare Solutions Catalog Business Solutions Catalog</p> <p><b>THOUGHT LEADERSHIP</b> White Papers: Our product design is based on human-centered design. We are often in the field observing, interviewing and experimenting. In addition, our market leadership team is always researching and investigating how our furniture can support the way you work, learn, relax and heal. We've compiled that information into several white papers to help you plan the perfect environment.</p> <p>The Learner's Journey Collegiate/Workplace Design Improving Clinic Design Understanding Active Design</p> <p>KI Blog: If you don't have time to thoroughly read a white paper, you can glean a lot of information from the KI Blog, which features quick insights on market trends, product launches, industry news, events and much more. Simply go to blog.ki.com to subscribe for monthly updates on our most recent posts from KI's thought leaders.</p>	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p><b>Marketing</b> Sourcewell proactively and jointly market KI's contract to agencies nationwide throughout the United States through a network of major sponsors (AASA, NAEP, I-ASBO, NACO, NIGP) and state-level sponsors. In addition, Sourcewell staff will enhance the Supplier's marketing efforts through in-person/phone meeting with public agencies, participation in key events, tradeshow, web site, social media, publications, and by providing online tools to the Supplier's sales force.</p> <p><b>Training</b> Anticipate that Sourcewell would be dedicated to the training and education of KI's sales force. Conducting face to face training or conduct joint calls to major Public Agencies. This direct support of the field is enhanced by a Supplier login that provides presentation, documents, and information to assist KI's field sales force in effectively promoting their Sourcewell contract.</p> <p><b>Knowledge Management Support</b> Anticipate Sourcewell would provide resources and tools that enable KI to leverage the program's knowledge and data. KI's sales force will be provided access to a private login site that contains marketing, training, and targeting data.</p>	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	KI offers an e-procurement ordering process via third party technologies. These private "purchasing portals" are available for qualified requests. KI customers use the e-procurement system as a means of transacting online purchase orders via private web pages, individually loaded with customer-approved style and finish options as well as contract pricing. These electronic systems allow numerous locations and purchasing entities to utilize one central method of submitting purchase orders, which streamlines paperwork and improves communication.	*

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	KI provides published installation/ assembly instructions and user / maintenance manuals for products directly to the client at no additional cost. Along with written information, KI personnel can provide hands-on product training. This valuable face-to-face interaction between knowledgeable KI employees and client facilities personnel provides a proactive learning experience and offers a forum in which to raise questions and discover the most efficient methods of product handling. Once trained, facilities personnel can handle a wide range of product maintenance procedures, eliminating the need to hire outside labor for simple product adjustments. This would be an optional request at no additional charge.	*
37	Describe any technological advances that your proposed products or services offer.	<p><b>Innovation</b>  KI is a unique contract furniture manufacturer. We use a Go-To-Market strategy to tailor products and service solutions to the specific needs of each customer. In fact, many of our "standard" products were born out of the need to solve a particular customer's challenge. Once we develop a furniture innovation, we share in the success of these personalized solutions by making them available to all our customers.</p> <p><b>Innovation is Part of Our DNA</b>  <b>Innovation: Large Space Installation</b>  KI has demonstrated the ability to create unique, productive, ergonomically complete work environments based on our client's goals and objectives.</p> <p><b>Innovation: Implement IPD Process and Save Time</b>  KI continues to evolve the innovation process by utilizing Integrated Project Delivery (IPD) to involve our partners on every single project. IPD integrates people, systems, business structures and practices into a process that collaboratively harnesses the talents and insights of all participants to optimize project results, increase value to the owner, reduce waste and maximize efficiency through all phases of design, fabrication and construction.</p> <p>The key to a successful IPD process is early trade involvement. KI recognizes that organizations that work on different projects can bring interesting points of view on how to handle specific workplace issues. Electricians and data management specialists can enlighten us on their challenges in managing technology and power that we can integrate with our product solutions. General construction works closely with KI, especially on movable wall projects, because interior architecture and furniture are so tightly entwined.</p>	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Please reference KI Circular Economy Model - Attachment	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Please reference KI Eco-Labels Ratings Certifications - Attachment	*



40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>As an equal opportunity employer, KI implements fair labor and business practices across all levels of the organization. Promoting a balanced playing field in the marketplace, KI follows basic guidelines when selecting subcontractors. Ensuring fair procurement of products and services, KI participates in the development, preparation and execution of individual subcontracting plans and monitors performance relative to each plan. The company's support of minority and women-owned enterprises is demonstrated through outreach efforts, internal guidelines and processes, contractual language and incentive plans. Some of the specific ways KI can meet supplier diversity initiatives include.</p> <p>Outreach efforts to obtain sources:</p> <ul style="list-style-type: none"> <li>• Contracting minority and small business trade associations</li> <li>• Contracting business development organizations</li> <li>• Requesting sources from the Small Business Administration's Procurement Marketing and Access Network (Pro-Net) System.</li> <li>• Attending small, minority and women-owned small business procurement conferences and trade fair.</li> </ul> <p>Internal efforts to guide and encourage purchasing personnel:</p> <ul style="list-style-type: none"> <li>• Presenting workshops, seminars and training programs</li> <li>• Establishing, maintaining and using small, hubzone small, small disadvantaged and women-owned small business source lists, guides and other data for soliciting subcontracts.</li> <li>• Monitoring activities to evaluate compliance with the subcontracting plan</li> </ul> <p>KI also participates and cooperates in pertinent studies and/or surveys as well as periodic compliance reporting which show compliance with subcontracting plans.</p> <p>Please find "KI's Minority Plan for 2019" attached for your review.</p> <p>You will also find the certification for each dealer partner listed on the approved dealer list attached for question 26. Dealer Network.</p>	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	<p>KI has numerous unique qualities.</p> <ul style="list-style-type: none"> <li>• The Sourcewell member is the most important customer to KI. Some manufacturers have to keep their largest distributors happy and large distributors have to keep their key providers happy, KI is only concerned with providing the right solution for the Sourcewell members.</li> <li>• If standard furniture options just aren't working for you and you need an "outside the box" solution, look to Infinity from KI. Approximately 20% of all KI solutions fall into the category of Infinity, compared to an industry average of roughly 1%. Whether you want to modify an existing KI product or create something from concept, we can help.</li> <li>• The Education and Government customers are KI's "Core Markets". The Sourcewell members aren't an opportunity market for us they are who we interact with on a daily basis to improve learning and productivity.</li> <li>• KI is 100% employee owned ESOP Company. Every employee/owner is responsible for and committed to doing the right thing, the right way, every time, because we all dependent upon it.</li> <li>• KI is a United States manufacturer. Some of the industry giants import up to 40% of their products sold in the United States. KI imports a much smaller percentage and is driven to create more local jobs who support Education and Government markets with their taxes.</li> <li>• KI has the broadest selection of products in the industry which allows for "1-stop shopping" which allows the Sourcewell member to attain the deepest discount tier more easily than having to select from multiple sources.</li> </ul>	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	<p>KI has the ability to service Canadian customers through our Canada subsidiaries however there are barriers that exist regarding certifications which can be cost prohibitive. KI's current submission does not provide a pricing structure for the international business, however should the Canadian demand increase, KI can look at the pricing structure and business practices required in order to service this geographic area in an effort to navigate the exchange rate and tax challenges.</p>	*



**Table 9: Warranty**

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

Line Item	Question	Response *	
43	Do your warranties cover all products, parts, and labor?	<p>Yes, KI's warranty, which runs from the date of manufacture, covers defects in materials and craftsmanship found during normal usage of the products during the warranty period.</p> <p>Labor Warranty Further subject to the limitations set forth below, KI warrants that the KI product will be installed in compliance with all manufacturer specifications. If, during the ninety (90) days immediately following initial installation, KI reasonably determines that one or more aspects of the KI product was not installed according to manufacturer specifications, KI shall, at KI's expense, reinstall the affected components according to manufacturer specifications. KI shall be afforded reasonable access to all components suspected to require reinstallation in order to determine warranty coverage. Claims of alleged faulty installation made to KI outside the aforementioned ninety (90)-day period shall fall outside the scope of this warranty, and KI shall be under no obligation to provide any reinstallation services for untimely claims.</p>	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	KI's Lifetime Warranty applies regardless of the number of shifts the product is used each day, unless specified as an exception. All non-lifetime product warranties are a single 8 hour shift per day.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, KI at its option will either repair or replace the defective product with a comparable component or product, or provide a refund of the purchase price. KI reserves the right to determine labor method used during replacement of product.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	KI has the ability to provide a certified technician to perform warranty work in any geographical location. Each Sourcewell Member will be provided detailed information as to how to contact KI or KI's representative for warranty work.	*
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	KI is the manufacturer and will cover all products that are part of our proposal.	*
48	What are your proposed exchange and return programs and policies?	<p>KI is a just in time manufacturer and produces products according to a client's specific specifications, therefore an exchange option or program is not required.</p> <p>Product conforming to the specifications contained in KI's acknowledgement to Customer may not be returned to KI without KI's written consent, which consent may be conditioned upon Customer's agreement to pay re-handling and/or restocking charges and/or to prepay all freight charges on the return shipment.</p> <p>If a product is defective upon arrival, and if written notice of the defect is given to KI, both product and services will be covered by KI's warranty.</p>	*
49	Describe any service contract options for the items included in your proposal.	<p>KI will offer its full product line and our subsidiary companies product lines to Sourcewell. KI has an extensive educational portfolio, along with a full line of systems products, files &amp; storage, seating, tables, lounge seating, healthcare, casegoods, architectural walls, and auditorium applications.</p> <p>KI also has factory trained technicians and installation partners throughout the US that can assist in fulfillment needs.</p>	*

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	Payment on all KI invoices shall be made in U.S. dollars within thirty (30) days of the date of each such invoice.	*
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Yes, KI offers a lease finance option. The first and last monthly payments are required at the time of signing. Lease quotations subject to National Cooperative Leasing credit approval. Rates are based upon current market and subject to change without notice. Contact KI for a quote.	*
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	<p>KI uses the tools of Salesforce.com to store Sourcewell contract terms and discounting. Salesforce.com is tied to KI's proprietary quoting system in a way that once the Sourcewell contract number is loaded into the system, Salesforce.com auto feeds the discounting into the required Product fields of the quote.</p> <p>Each Sourcewell Purchasing option and tier has a unique contract number in Sourcewell to ensure proper costing is populated based on the customer requirements. KI is composed of a team of inside sales specialists, Regional Sales Representatives and a robust Dealer network.</p> <p>A select number of dealer partners have access to the proprietary quoting program and are trained on its use. All other Dealer network partners must request a quote from KI in an effort to ensure contract discounting compliance. Built into KI's pricing submittal is Dealer compensation.</p> <p>KI values the customer experience and finds great value in allowing the Customer to determine their comfort level in administering a purchase order direct to the Manufacturer or through their trusted Dealer network. Either way, KI makes sure that the end-user price is always based on the awarded contract discount.</p> <p>The unique Sourcewell contract numbers that were applied to the various Sourcewell procurement options (volume tiers and Delivered or Delivered and installed) are noted on the quote cover page and urged to be mentioned on the Members purchase order as an extra measure. Once a PO and accompanied quotation is received by KI's order entry team, they log in the order and order information including the Sourcewell contract numbers. KI's system has programing written to scan for the use of the Sourcewell contract and accrue the administration fee for future reporting and payment.</p> <p>On a quarterly basis KI's Contract Management department will run the reporting based on all of the Sourcewell contracts and input the data into the Sourcewell sales usage templates. The sales total is calculated based upon the agreed upon administration fee and a check from the accrued account is cut and accompanied by the sales usage report to the remittance address of Sourcewell.</p> <p>Over the last few years KI has invested many resources into programing a proficient way to have our procurement programs and automations take the guess work out of the compliances. The current enhancements have helped make a good process great and we are not about to stop there. Every year the KI team looks at how we can reinvest our efforts into making a Customer's experience better. To KI a Customer is defined as our internal team and partners, and anyone affiliated with KI and its business. Our goal is to continue to grow and find ways to make working with KI an effortless experience.</p>	*
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Yes, P-Cards are accepted at time of order placement only, order needs to be \$500 or less and be paid in full. There would be no additional costs to the Sourcewell Member if using this process.	*

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>KI will be providing a percentage discount off KI's published product price lists.</p> <p>In a continuing effort to improve efficiency and reduce our environmental impact, KI will no longer offer printed price lists. KI price lists are now available in electronic format (PDF) only. We have provided Sourcewell with direct links to all of KI product price lists. These price lists are also available at <a href="http://ki.com/planning/pricelists.aspx">ki.com/planning/pricelists.aspx</a> to download. It is best to rely on the electronic (PDF) versions of the price lists to ensure that you and your members are viewing the most recent pricing.</p> <p>As a manufacturer of commercial educational/office furniture, KI offers numerous options in colors, fabrics, laminates, styles, paint finish for every product we sell. Providing sku # for every option would entail literally millions of sku numbers. Product selections can be provided by KI Representatives or through our extensive dealer network.</p>
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>Catalogs provided show "list pricing". KI will be providing a percentage discount off list pricing.</p> <p>Discounts will vary depending on product and geographic area. KI has established 4 "zones" that will cover our 48 contiguous states. Those 4 zones offer both a "dock" delivery option and an "installed" option for Sourcewell customers. Zone 5 has been established for Alaska and Hawaii. Zone 5 offers a "dock" delivery option only for port of exit. Delivery from continental US to HI or AK may have an additional charge. Installation, if requested, will be negotiated between the customer and the installer on a case by case basis.</p> <p>Using the total list price of a project, the tiered discount can then be determined.</p> <p>Please see the product discount spreadsheet under the Pricing Offered section of the RFP.</p>
56	Describe any quantity or volume discounts or rebate programs that you offer.	<p>KI's pricing policy is to always provide the "BEST PRICE" on all of its products, which eliminates the need for rebates, incentives, or additional discounts. It is KI's intent to provide Sourcewell and its members with the "BEST PRICE", based on the terms and conditions, as documented in the Pricing offer.</p>
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>KI will assist in the procurement of "Sourced Goods" (non-KI product) provided that the majority of the order is made up of KI Products. These items would be sold at cost plus a percentage.</p> <p>KI also has an internal group (Personalized Solutions Group), which takes product solutions and makes minor modifications to them, again to meet a specific client needs, application, or sustainability requirement. Personalized solutions allows KI the ability to create greater variety in products at desirable prices. These items would be quoted on a case by case basis.</p>
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>Not only has KI provided a discount for dock delivery but we have also provided an "installed" option for Sourcewell customers.</p> <p>Installation for HI or AK, if requested, will be negotiated between the customer and the installer on a case by case basis.</p> <p>Auditorium /Fixed Seating &amp; Demountable Walls Architectural products are not quoted with installation charges and are quoted on a project by project basis.</p> <p>Spacesaver Products Installation: Due to the customer nature of this equipment, it is quoted per project; however, installation charges for non-union, non-prevailing wage projects will not exceed 40% of list price for any product categories noted. Projects requiring prevailing wage or union wages must be quoted project by project due to local variations in wages and classifications of labor.</p>

59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	<p>Products quoted as "Delivered Pricing", no additional cost will be given. Customer shall prepay all freight charges and any extra expenses resulting from any request by Customer for after-hours, holiday, weekend, or specific time delivery, or special carrier, shipping method, (e.g. air freight, exclusive use vehicle) packaging, and/or routing.</p> <p>Accessorial Fees: Customer shall be responsible for the payment of all accessorial fees, including, but not limited to, charges necessitated by any of the following:</p> <ul style="list-style-type: none"> <li>• A need for special delivery equipment, including lift gates</li> <li>• The absence of a loading dock</li> <li>• Re-direction or re-consignment of product</li> <li>• Detention charges</li> <li>• Street unloads</li> <li>• Improper refusal of product</li> <li>• After hours/weekend installation</li> <li>• Union labor rates if required</li> <li>• Additional fees for installations in excess of 30 miles from closest servicing center and on full service installation orders less than \$2,500.</li> </ul> <p>Auditorium /Fixed Seating &amp; Demountable Walls Architectural products are not quoted with transportation and are quoted on a project by project basis.</p> <p>Spacesaver Products Freight and inside delivery: is quoted per project based on the size and scope of the member's specific project. This will provide the best value, lowest cost to each member.</p>	*
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>KI reserves the right to select the "best way" shipment methods and means (including, but not limited to, determination of the carrier, method of shipment, and routing). Standard delivery shall be dock-to-dock delivery and shall occur Monday through Friday, 7:00 a.m. to 3:00 p.m. for truckload or 9:00a.m. to 5:00 p.m. for less than truckload or parcel. Products quoted as "Delivered Pricing" shall be "F.O.B. Origin," and freight charges are based on shipments to the 48 U.S. contiguous states. For shipments destined to other U.S. states or foreign territories, delivery will be made to a prearranged port.</p>	*
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>KI's Discounting is zoned in a way to provide price relief to geographic areas. Within this structure KI provides multiple delivery options for each end users site conditions and specifics.</p> <p>A few of KI shipping methods are:</p> <ul style="list-style-type: none"> <li>• Parcel (FedEx or UPS)</li> <li>• Standard LTL</li> <li>• Truckload</li> <li>• Advance Shipment Notification (ASN)</li> <li>• Blanket Wrapping</li> </ul>	*

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	<p>Salesforce.com is communication tool used between the field sales organization and customer support at the corporate office. It gives real-time updates and instructions where needed and helps in product management, reporting, and contract management.</p> <p>Salesforce allows the company to provide one view of the customer to its internal employees and Sales Associates. All KI sales and support roles have visibility to the accounts, contract pricing, and contacts that interact with KI personnel in the order-to-cash cycle. They also have collaborative technology to share information on opportunities and cases.</p> <p>Sourcewell members that have a direct account, the KI contract number is listed on the account. This contract number will automatically appear on their orders when they are entered. If the Sourcewell contract number is noted on the order or on the quote from the sales rep, then that contract number is entered on the order.</p> <p>KI's Process for tracking sales from distributors and/or dealers</p> <ul style="list-style-type: none"> <li>- On a weekly basis, reports of orders that are entered during the previous week are printed.</li> <li>- The end-user is determined on each order by checking the order notes, ship to address, purchase order or by e-mailing the sales rep/dealer for clarification.</li> <li>- The end-user of each order is then checked against the Sourcewell member list. If the end-user is listed on the membership lists, the contract number is added to the order.</li> <li>- At the end of the quarter, the EDI report is run, which captures all orders during that quarter with the Sourcewell contract number listed on it.</li> <li>- When a dealer would have purchased for a member, the contract number is listed in the notes and all of the member information is then listed on the report.</li> <li>- Showcase query is then used to put the EDI information into the Excel document.</li> <li>- The report is then again checked one last time to make sure end-users are still an existing member of Sourcewell. At this time the member's name, address and member numbers are also check for accuracy.</li> <li>- When all final checks are completed, the report is sent via email to Sourcewell.</li> <li>- The admin fee and letter is then to Sourcewell.</li> </ul>
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	KI and its Subsidiaries would like to propose a 1% administrative fee calculated as a percentage of the contract sale price and to be payable to Sourcewell for facilitation and promotion of the contract opportunity.

**Table 14: Industry Specific Questions**

Line Item	Question	Response *
65	If you are awarded a contract, provide examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Most important is the feedback from the customer. KI has taken on a major initiative in enhancing the customer experience. Through our continuous improvement of corporate processes and policy to our internal customer service training and our customer surveys KI believes that the customer's needs will continue to change, and KI must adapt with it. Every survey score is reviewed and any score that is low is flagged and a personal call is made by our leadership team to assist in improving the experience and learning what steps need to be taken to make this the exception.

66	Describe any industry testing procedures, quality controls and certifications that apply to the products proposed.	<p><b>Commitment to Quality</b>  Everyone at KI – from the sales representative out in the field to the engineer working on the manufacturing floor – upholds customer satisfaction as one of their ongoing responsibilities. And, quality is a key part of the equation.</p> <p>To ensure our customers throughout the world feel assured that our products and services will meet their diverse quality requirements, we practice several quality performance measurements, including ISO 9001 certification, Six Sigma methodology, Kaizen processes and high ethical standards. We also incorporate environmental health and safety programs to ensure our business protects the health and safety of our employees, customers, vendors, communities and environment.</p> <p>KI's BIFMA Testing Lab certified  Sourcewell can assure its members of the finest products by insisting that vendors meet acceptable quality standards. Those acceptable standards in the contract furniture industry are ANSI/BIFMA standards that test for stability, strength, durability and load. We qualify KI products to the applicable ANSI/BIFMA and UL test standards through independent and internal testing. KI is ISO 9001 registered, houses a state-of-the art and accredited laboratory testing facility with accurate equipment and fully trained personnel.</p> <p>*Copies of specific KI product test results are available upon request as required for product specifications, etc.*</p> <p>Our customers' appraisals of our performance, specifically quality, is of utmost importance to us.  Please find the attachment titled BIFMA Testing for your review.</p>
67	Describe your ability and plan to address member needs for collaborative space or open concept solutions and how your proposed products factor in to them.	<p><b>FURNISHING KNOWLEDGE THROUGH DESIGN</b>  Design shapes how we see ourselves, drives emotion and ensures safety. Our approach to design uses platforms of simplicity, universality and connectivity. Through human-centered design, we create compelling environments by aligning culture, brand and functional objectives. The ideas behind this approach include adaptive design, increased user control, higher levels of engagement and a balance between the basic work styles (Focus, Interaction, Ideation and Regenerative) and behavioral needs of users.</p> <p>Whether you're furnishing a school, workplace, healthcare center or government facility, each space presents its own nuances and challenges. At KI, we've spent decades learning about each of these core markets. We apply that knowledge to designing furniture that meets each market's specific requirements for aesthetics, durability, functionality, flexibility and technology integration. We invite you to experience how we can collaborate to meet your furniture needs.</p> <p>We can help you design campus and learning spaces that support a variety of engaging activities and reflect the growing importance of innovation, collaboration and creativity as found in professional environments.</p> <p>KI will work with Sourcewell members through brainstorming and collaborative activities to uncover key insights for their specific projects.</p>

68	Describe your design resources to develop or enhance culture, change management and integrated technology needs.	<p>Infinity from KI At KI, we are uniquely positioned to bring your vision to life through our Infinity process. Whether you want to modify an existing KI product or create something totally from scratch.</p> <p>Infinity from KI is a tried-and-true way for the KI team to engage with you to design and build the furniture you want and need -- personalized for your brand, your employees, your space.</p> <p>Inspiration can come from anywhere. Perhaps you like a standard KI product but you want to change a feature that we may not consider "standard" for that product. That's okay; we can do it! Or, perhaps you want to change everything about the product and create a totally new product. We can do that, too.</p> <p>See It Spec It See It Spec It allows you to view different fabrics, finishes and options on select products. With the click of a button, change the fabrics and finishes on select seating, tables, desking, benching, panel systems, storage and accessories.</p> <p>CAD/Revit Symbols Our CAD and Revit symbol library will quickly and accurately provide you with the product information you need to specify your project.</p> <p>Browse our 2D and 3D planning symbols available in DWG (CAD) or RFA (Revit) formats, compatible with a variety of planning and visualization software platforms. Learn more about our additional technologies, Encompass, 20/20 Technologies and Project Matrix.</p> <p>Images Browse, download and share images of KI furniture in myriad styles and applications.</p> <p>Surface Materials: Fabrics &amp; Finishes Browse standard fabric and finish offerings and view specifications, colorways and product approvals.</p>
69	Describe your ability to evaluate and enhance the utilization or return on investment for design alternatives utilizing your products.	<p>KI has evolved over it's time to not just look at what products we can provide to an end user, but to act as visionaries, to see and understand what the Customer needs. Our design and development team is active among the Architectural and Design firms trying to get an understanding of what our customer in every market is looking for. Over time the way people work changes, and in some cases, history tends to repeat itself and a customer's needs can go full circle. That has never been more apparent than in today's markets and it is importance to stay ahead of those needs.</p> <p>By listening and networking within the core markets, our teams can assist in creating products that not only fit the design trends but also the functionality required for a fast-paced environment. An initiative that cannot impede on the learning experience of a student and faculty or customer's office efficiencies and certainly does not sacrifice its quality. We may have started out providing metal folding chairs, but we have listened to our customers and understood they wanted more.</p>
70	Describe how your products are integrated or factor into a LEED certified facility.	<p>Environmental Overview LEED Programs</p> <p>RECYCLED CONTENT (1-2 Points) All KI products contain varying percentages of recycled content based on the material, product, and any specific or variable requirements.</p> <p>REGIONAL MATERIALS (1-4 Points) Manufactured within 500 miles of the project location. Manufactured: Six manufacturing locations depending on product. Raw materials: As a just in time manufacturer, material selection, and project locations will vary.</p> <p>CONSTRUCTION WASTE MANAGEMENT (1-2 Points) Packaging Material - All corrugate, plastic wrap, metal or plastic binding is recyclable. - Packaging options help to support LEED NC &amp; CI – MR 2.1 and MR 2.2 Construction Waste Management or LEED EB - MR Prerequisite 1.1 Source Reduction and Waste Management. - KI can assist in creating an onsite recycling program with the General Contractor.</p> <p>LOW EMITTING MATERIALS (1-2 Points) SCS Indoor Advantage™ Gold Certificate can be found at: <a href="http://www.scsglobalservices.org">www.scsglobalservices.org</a></p>

		<p>- Qualifies for LEED low-emitting materials credits, complies with ANSI/BIFMA X7.1/M7.1, meets CA 01350.</p> <p>CERTIFIED WOOD (1 Point) Forest Stewardship Council (FSC) Certified FSC Chain of Custody verification @ <a href="http://www.fsc.org">www.fsc.org</a> - Available by "special request" on wood options</p> <p>DAYLIGHT AND VIEWS: Daylighting (1-2 Points) Maximize interior daylighting strategies - Movable Walls and Systems with glass options</p> <p>HEALTH PRODUCT DECLARATIONS (HPD) (1 Point) - Health Product Declaration (HPDs) provide a full disclosure of the potential chemicals of concern in products by comparing product ingredients to a wide variety of "hazard" lists published by government authorities and scientific associations. - KI continues to add products to this list as we receive supplier information.</p> <p>LIFE CYCLE ASSESSMENT (LCA)/ENVIRONMENTAL PRODUCT DECLARATION (EPD) (1 Point) - LCA/EPD is a technique to assess the environmental aspects and potential impacts associated with a product. - Our goal is complete at least one LCA/EPD a year due to the time needed and the costs involved in gathering and creating documentation. - KI continues to add products to this list as we receive supplier information.</p> <p>RE-USE/RECYCLING (1 Point) - KI selects materials that can be recycled at the end of a product's use and designs its products so that it can be easily disassembled and separated for local recycling facilities. - Disassembly Instructions can be found online or by request. - We have resources and a National Program that will assist or remove product and either donate to a non-profit or recycle the product to eliminate it from the landfill.</p> <p>FACTS® CERTIFICATION - The Facts certification mark is owned by the Association for Contract Textiles, Inc. (ACT) - A Facts sustainability rating indicates a textile has been evaluated for environmental, economic and social aspects across its life cycle. - Pallas currently has over 35 sku's that have been awarded this certification.</p> <p>LEED Other Credits: (1-4 Points) - Environmentally preferable interior finishes and furnishings, allows project teams to earn an Innovation point for purchasing products certified under ANSI/BIFMA e3 Furniture Sustainability Standard. - Enhanced Acoustical Performance: Design to meet STC Rating and reducing external and internal noise transmissions/ - Innovation Credits: o Pilot Credit 44: Ergonomic Strategy; Identify activities and benefits of ergonomics in furnishings, equipment, and education. o Design for Flexibility o Regional Materials</p>
71	Describe your approach to serving members in state/local Government, education, non-profit, and how you will grow those markets using your products and the Sourcewell contract.	<p>KI and its subsidiaries have been successful in continuing to grow our market share since the beginning of our relationship with Sourcewell in 2008. We believe that our values and passion to support the customer are strongly aligned. Both Sourcewell and KI value the relationships with the customer and continue to better understand how to support the Government and Educational sectors. KI has strong leadership and strive to provide training to our representatives regarding the importance of these aligned goals. In turn we understand the importance of being able to satisfy the customer's desire to work with specific local dealers/ contractors/ installers that other manufacturers who must utilize franchise dealers cannot. The advantage this presents is customer comfort, the ability to work with who they are comfortable with. Our goal is to continue to partner with other Sourcewell contract holders to promote KI product and the Sourcewell portfolio of contracts, for the betterment of its members. Our growth and success in these markets will continue to grow by instilling these values and offering this effortless experience to the Sourcewell members and any customer looking for a furniture solution.</p>



## Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

### Documents

#### Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
  2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
  3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
  4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Financial Strength and Stability](#) - 10. Financials strength and stability.pdf - Monday December 16, 2019 17:07:33
  - [Marketing Plan/Samples](#) - 32. Marketing - Sourcewell---K -Contract-Overview.pdf - Monday December 16, 2019 17:08:01
  - [WMBE/MBE/SBE or Related Certificates](#) - 40. Minority (MWBE) Subcontracting Plan-2019.pdf - Monday December 16, 2019 17:08:10
  - [Warranty nformation](#) - 43. Terms-Conditions-Rights-and-Warranties.pdf - Monday December 16, 2019 17:08:21
  - [Pricing](#) - 62.Pricing Sourcewell Discount Matrix.xls - Wednesday December 18, 2019 10:37:45
  - [Additional Document](#) - Additional Documents.pdf - Monday December 16, 2019 17:20:07

**PROPOSER ASSURANCE OF COMPLIANCE**

**PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Guy Patske, Assistant Secretary , Krueger International, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☐ Yes ☒ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>RFP_121919_Furniture Solutions with Related Accessories and Services_Addendum_12</b> Fri December 13 2019 10:00 AM	<input checked="" type="checkbox"/>	--
<b>RFP_121919_Furniture Solutions with Related Accessories and Services_Addendum_11</b> Thu December 5 2019 11:10 AM	<input checked="" type="checkbox"/>	--
<b>RFP_121919_Furniture Solutions with Related Accessories and Services_Addendum_10</b> Thu December 5 2019 08:01 AM	<input checked="" type="checkbox"/>	--
<b>RFP_121919_Furniture Solutions with Related Accessories and Services_Addendum_9</b> Mon December 2 2019 09:33 AM	<input checked="" type="checkbox"/>	--
<b>RFP_121919_Furniture Solutions with Related Accessories and Services_Addendum_8</b> Thu November 21 2019 03:08 PM	<input checked="" type="checkbox"/>	--
<b>RFP 121919 - Furniture Solutions with Related Accessories and Services_Addendum_7</b> Wed November 20 2019 08:59 AM	<input checked="" type="checkbox"/>	--
<b>RFP 121919 - Furniture Solutions with Related Accessories and Services_Addendum_6</b> Mon November 18 2019 01:41 PM	<input checked="" type="checkbox"/>	--
<b>RFP_121919_Furniture Solutions with Related Accessories and Services_Addendum_5</b> Mon November 11 2019 08:34 PM	<input checked="" type="checkbox"/>	--
<b>RFP_121919_Furniture Solutions with RElated Accessories and Services_Addendum_4</b> Mon November 11 2019 07:21 PM	<input checked="" type="checkbox"/>	--
<b>RFP_121919_Furniture Solutions with Related Accessories and Services_Addendum_3</b> Fri November 8 2019 03:17 PM	<input checked="" type="checkbox"/>	--
<b>RFP_121919_Furniture Solutions with Related Accessories and Services_Addendum_2</b> Mon November 4 2019 10:26 AM	<input checked="" type="checkbox"/>	--
<b>RFP_121919_Furniture Solutions with Related Accessories and Services_Addendum_1</b> Thu October 31 2019 11:34 AM	<input checked="" type="checkbox"/>	--



QUOTATION: 23TLW-617566/C

## JOFGallery Seating

CREATED 1/10/2023 | REVISED 3/1/2023 | Valid Through 4/20/2023





## JOFGallery Seating

KI is pleased to present the enclosed quotation. The following items are included:

- Quote
- Summary
- Itemized Quote
- Detailed PO requirements
- Product Options

### Sales Team:

Anson Arndt  
Sales Rep  
anson.arndt@ki.com  
(630) 364-9180

Quote Number: 23TLW-617566/C

*CREATED 1/10/2023 / REVISED 3/1/2023* | **Valid Through 4/20/2023**

PRODUCT TOTALS	\$79,891.50
See Quote Detail Summary	\$0.00
<b>GRAND TOTAL</b>	<b>\$79,891.50</b>

**Requested Delivery Date:** To be Determined

**Sold To**  
To be Determined

**End User**  
To be Determined

**Ship To**  
To be Determined

**Installation**  
To be Determined



### Client Notes:

FS: Lead time begins after all color selections, verified field dimensions, and approved drawings are received

FS: Manufacturing lead time is 8-10 weeks and is subject to change based on quantities, manufacturing capacity, and surface material selections.

Installation is not included in quote





**CREATED** 1/10/2023  
**VALID THROUGH** 4/20/2023  
**Prepared By** Bradley EauClaire  
**Quote Filename** JOFGallery Seating - 23TLW-617566/C

Line	Model		Qty.	Sell Price	Extended Total	TBD Options
Description: Room 2000						
1.1	HD TGB/SEQ	Sequence High Density, Upholstered Seat and Back	27	\$433.50	\$11,704.50	
		Torsion on the Go Gravity Lift Seat Style . Fixed Back - Less than 1" of Movement . Straight Beam Mounted Seats . Basic Base Style . Floor Mounted, Flat or Sloped Floor . Standard KI Finishes (See Color Addendum) .				
1.2	Beam Arm	Beam Arm	29	\$38.50	\$1,116.50	
		Beam mounted, independent from the seats .				
1.3	Pallas P0 Fabric	Pallas P0 Fabric on Seat and Back	27	\$18.50	\$499.50	
		Complies with California Tech Bulletin 117 .				
1.4	Freight	Freight	1	\$350.00	\$350.00	
1.5	Installation	Installation Is Not Included In Quote	1	\$0.00	\$0.00	
1.6	Quote Notes	Please Note The Following Conditions	1	\$0.00	\$0.00	
		Lead-time is 8-10 weeks after all color selections, verified field dimensions, and approved drawings are received . Specials require an estimated 2-4 weeks additional manufacturing lead-time . Specials offer a 1 year warranty . FSC and/or LEED requirements are not included in quote unless otherwise specified . Procurement of COM (Customer Ordered Material) is the responsibility of the client . Additional fees may be incurred to expedite orders missing key information within KI stated lead-times . All fabrics and finishes must be approved for use prior to order submittal . Open Market; Standard terms and conditions apply .				
Description: Room 2000					<b>WorkGroup Product Subtotal</b>	<b>\$13,670.50</b>
Description: Room 2001						
2.1	HD TGB/SEQ	Sequence High Density, Upholstered Seat and Back	27	\$433.50	\$11,704.50	
		Torsion on the Go Gravity Lift Seat Style . Fixed Back - Less than 1" of Movement . Straight Beam Mounted Seats . Basic Base Style . Floor Mounted, Flat or Sloped Floor . Standard KI Finishes (See Color Addendum) .				
2.2	Beam Arm	Beam Arm	29	\$38.50	\$1,116.50	
		Beam mounted, independent from the seats .				
2.3	Pallas P0 Fabric	Pallas P0 Fabric on Seat and Back	27	\$13.50	\$364.50	
		Complies with California Tech Bulletin 117 .				
2.4	Freight	Freight	1	\$350.00	\$350.00	



# QUOTATION

**CREATED** 1/10/2023  
**VALID THROUGH** 4/20/2023  
**Prepared By** Bradley EauClaire  
**Quote Filename** JOFGallery Seating - 23TLW-617566/C

Line	Model		Qty.	Sell Price	Extended Total	TBD Options
2.5	Installation	Installation Is Not Included In Quote	1	\$0.00	\$0.00	
2.6	Quote Notes	Please Note The Following Conditions	1	\$0.00	\$0.00	
		Lead-time is 8-10 weeks after all color selections, verified field dimensions, and approved drawings are received Specials require an estimated 2-4 weeks additional manufacturing lead-time Specials offer a 1 year warranty FSC and/or LEED requirements are not included in quote unless otherwise specified Procurement of COM (Customer Ordered Material) is the responsibility of the client Additional fees may be incurred to expedite orders missing key information within KI stated lead-times All fabrics and finishes must be approved for use prior to order submittal Open Market; Standard terms and conditions apply				
Description: Room 2001					<b>WorkGroup Product Subtotal</b>	<b>\$13,535.50</b>
Description: Room 2002						
3.1	HDTGB/SEQ	Sequence High Density, Upholstered Seat and Back	27	\$433.50	\$11,704.50	
		Torsion on the Go Gravity Lift Seat Style Fixed Back - Less than 1" of Movement Straight Beam Mounted Seats Basic Base Style Floor Mounted, Flat or Sloped Floor Standard KI Finishes (See Color Addendum)				
3.2	Beam Arm	Beam Arm	29	\$38.50	\$1,116.50	
		Beam mounted, independent from the seats				
3.3	Pallas P0 Fabric	Pallas P0 Fabric on Seat and Back	27	\$13.50	\$364.50	
		Complies with California Tech Bulletin 117				
3.4	Freight	Freight	1	\$350.00	\$350.00	
3.5	Installation	Installation Is Not Included In Quote	1	\$0.00	\$0.00	
3.6	Quote Notes	Please Note The Following Conditions	1	\$0.00	\$0.00	
		Lead-time is 8-10 weeks after all color selections, verified field dimensions, and approved drawings are received Specials require an estimated 2-4 weeks additional manufacturing lead-time Specials offer a 1 year warranty FSC and/or LEED requirements are not included in quote unless otherwise specified Procurement of COM (Customer Ordered Material) is the responsibility of the client Additional fees may be incurred to expedite orders missing key information within KI stated lead-times All fabrics and finishes must be approved for use prior to order submittal Open Market; Standard terms and conditions apply				
Description: Room 2002					<b>WorkGroup Product Subtotal</b>	<b>\$13,535.50</b>



# QUOTATION

**CREATED** 1/10/2023  
**VALID THROUGH** 4/20/2023  
**Prepared By** Bradley EauClaire  
**Quote Filename** JOFGallery Seating - 23TLW-617566/C

Line	Model		Qty.		Sell Price	Extended Total	TBD Options
Description: Room 2011							
4.1	HD TGB/SEQ	Sequence High Density, Upholstered Seat and Back	24		\$433.50	\$10,404.00	
		Torsion on the Go Gravity Lift Seat Style . Fixed Back - Less than 1" of Movement . Straight Beam Mounted Seats . Basic Base Style . Floor Mounted, Flat or Sloped Floor . Standard KI Finishes (See Color Addendum) .					
4.2	Beam Arm	Beam Arm	26		\$38.50	\$1,001.00	
		Beam mounted, independent from the seats					
4.3	Pallas P0 Fabric	Pallas P0 Fabric on Seat and Back	24		\$13.50	\$324.00	
		Complies with California Tech Bulletin 117					
4.4	Freight	Freight	1		\$350.00	\$350.00	
4.5	Installation	Installation Is Not Included In Quote	1		\$0.00	\$0.00	
4.6	Quote Notes	Please Note The Following Conditions	1		\$0.00	\$0.00	
		Lead-time is 8-10 weeks after all color selections, verified field dimensions, and approved drawings are received . Specials require an estimated 2-4 weeks additional manufacturing lead-time . Specials offer a 1 year warranty . FSC and/or LEED requirements are not included in quote unless otherwise specified . Procurement of COM (Customer Ordered Material) is the responsibility of the client . Additional fees may be incurred to expedite orders missing key information within KI stated lead-times . All fabrics and finishes must be approved for use prior to order submittal . Open Market; Standard terms and conditions apply .					
Description: Room 2011						<b>WorkGroup Product Subtotal</b>	<b>\$12,079.00</b>
Description: Room 3002							
5.1	HD TGB/SEQ	Sequence High Density, Upholstered Seat and Back	27		\$433.50	\$11,704.50	
		Torsion on the Go Gravity Lift Seat Style . Fixed Back - Less than 1" of Movement . Straight Beam Mounted Seats . Basic Base Style . Floor Mounted, Flat or Sloped Floor . Standard KI Finishes (See Color Addendum) .					
5.2	Beam Arm	Beam Arm	29		\$38.50	\$1,116.50	
		Beam mounted, independent from the seats					
5.3	Pallas P0 Fabric	Pallas P0 Fabric on Seat and Back	27		\$13.50	\$364.50	
		Complies with California Tech Bulletin 117					
5.4	Freight	Freight	1		\$350.00	\$350.00	





# QUOTATION

**CREATED** 1/10/2023  
**VALID THROUGH** 4/20/2023  
**Prepared By** Bradley EauClaire  
**Quote Filename** JOFGallery Seating - 23TLW-617566/C

Line	Model		Qty.	Sell Price	Extended Total	TBD Options
5.6	Installation	Installation Is Not Included In Quote	1	\$0.00	\$0.00	
5.7	Quote Notes	Please Note The Following Conditions	1	\$0.00	\$0.00	
		Lead-time is 8-10 weeks after all color selections, verified field dimensions, and approved drawings are received Specials require an estimated 2-4 weeks additional manufacturing lead-time Specials offer a 1 year warranty FSC and/or LEED requirements are not included in quote unless otherwise specified Procurement of COM (Customer Ordered Material) is the responsibility of the client Additional fees may be incurred to expedite orders missing key information within KI stated lead-times All fabrics and finishes must be approved for use prior to order submittal Open Market; Standard terms and conditions apply				
Description: Room 3002					WorkGroup Product Subtotal	\$13,535.50
Description: Room 3003						
6.1	HDTGB/SEQ	Sequence High Density, Upholstered Seat and Back	27	\$433.50	\$11,704.50	
		Torsion on the Go Gravity Lift Seat Style Fixed Back - Less than 1" of Movement Straight Beam Mounted Seats Basic Base Style Floor Mounted, Flat or Sloped Floor Standard KI Finishes (See Color Addendum)				
6.2	Beam Arm	Beam Arm	29	\$38.50	\$1,116.50	
		Beam mounted, independent from the seats				
6.3	Pallas P0 Fabric	Pallas P0 Fabric on Seat and Back	27	\$13.50	\$364.50	
		Complies with California Tech Bulletin 117				
6.4	Freight	Freight	1	\$350.00	\$350.00	
6.5	Installation	Installation Is Not Included In Quote	1	\$0.00	\$0.00	
6.6	Quote Notes	Please Note The Following Conditions	1	\$0.00	\$0.00	
		Lead-time is 8-10 weeks after all color selections, verified field dimensions, and approved drawings are received Specials require an estimated 2-4 weeks additional manufacturing lead-time Specials offer a 1 year warranty FSC and/or LEED requirements are not included in quote unless otherwise specified Procurement of COM (Customer Ordered Material) is the responsibility of the client Additional fees may be incurred to expedite orders missing key information within KI stated lead-times All fabrics and finishes must be approved for use prior to order submittal Open Market; Standard terms and conditions apply				
Description: Room 3003					WorkGroup Product Subtotal	\$13,535.50

**Quote Summary**

**Product SubTotal:   \$79,891.50**  
**Estimated Sales Tax:   See Notes**  
**Quote Total:   \$79,891.50**

**NOTES:**

- Sales Tax (For Shipment within the United States Only): Estimated sales/use tax will be calculated when order is entered. It is the customer's responsibility to pay any applicable sales/use tax due upon invoicing. A customer will not be charged sales tax if (1) a Resale Certificate, (2) an Exempt Organization Certificate, or (3) a Direct Pay permit is on file with KI's Finance Department. If no certificate is on file, the appropriate sales/use tax rate in effect at shipment will be applied and tax will be added to the customer's invoice.

Customer represents that the product information contained within this quote is complete and accurate. Changes to quantities and/or options/finishes will affect this quote. If applicable, other charges such as freight, tax, installation and/or delivery fees may be added at time of order.

Sales resulting from purchase orders issued by the customer to KI (Whether related to this quotation or otherwise) are governed and controlled by the Terms and Conditions found at [www.KI.com/terms](http://www.KI.com/terms)

Prepared by Bradley EauClaire  
Market Code: 1=1=University & College

Opportunity #: 592878

Quote Filename: JOFGallery Seating - 23TLW-617566

## Final Considerations:

To ensure your Purchase Order (PO) is processed quickly and efficiently, please adhere to the following requirements:

1. All purchase orders must be issued to KI or KI c/o the dealer with this address:  
KI  
1330 Bellevue Street  
Green Bay, WI 54302
2. The following items must be included on all purchase orders:
  - Sold To/Bill To Information: complete legal name, address, telephone number and fax number
  - Ship To Information: complete legal name, address, contact name, contact phone number
  - Purchase Order Number: a customer-specific identifier, typically a sequential purchase order number or requisition number
  - Issue Date: date the purchase order was issued
  - Sales Tax: applicable sales tax will be added upon KI invoicing. If tax exempt, customer must provide or have the tax exempt certificate on file at KI
  - Purchase Order Total: total of all items and services included on the purchase order
  - Authorization: signature of authorized purchasing agent or buying entity
  - Order Details: reference a fully optioned KI quote (ex: 11KGH-85432) or include all the information listed below
    - Quantity of each item
    - Complete model number, including all finish and option information (by line item)
    - Net purchase price (by line item)
    - Extended net purchase price (all line items)
    - Any additional applicable charges (ex: installation and/or delivery charges)
    - Contract name and/or number if pricing is based on a contract reference
3. Signatures on a quote or a worksheet cannot be accepted as a purchase order.
4. In the event that you do not have a formal Purchase Order process, please contact your KI Sales Representative or call 1-800-424-2432, and we will assist you with creating a PO.

We appreciate your cooperation in providing us with all the required information listed above on your Purchase Order. Complete information helps us serve you better. Thank you for your order.

**Purchase Orders that do not meet these requirements will be placed on hold until complete information is received by KI. Purchase orders on hold are not released to manufacturing or assigned a delivery date. KI order lead times begin once the order is released to manufacturing.**



## 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: Mar 7, 2023

Bid/Contract/PO #: Sourcewell #121919-I

Company Name: Krueger International, Inc.	Company Contact: Anson Arndt
Contact Phone: 920-468-8100	Contact Email: anson.arndt@ki.com

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

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

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

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

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

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

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

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

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

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

The full text for the county's ethics and procurement policies and ordinances are available at:

<http://www.dupageco.org/CountyBoard/Policies/>

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

Authorized Signature

Signature on File

Printed Name

Guy Pazke

Title

Assistant Secretary

Date

Mar 7, 2023

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 2 (total number of pages)



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

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

---

**File #:** JPS-P-0050-23

**Agenda Date:** 3/21/2023

**Agenda #:** 7.C.

---

AWARDING RESOLUTION ISSUED TO  
CENTRALSQUARE, LLC  
FOR PROFESSIONAL SERVICES AND SOFTWARE  
FOR THE CIRCUIT COURT CLERK  
(CONTRACT TOTAL NOT TO EXCEED \$1,241,296.88)

WHEREAS, a sole source quotation has been obtained in accordance with 55 ILCS 5/5-1022 and County Board policy; and

WHEREAS, the County is authorized to enter into a Sole Source Agreement pursuant to Section 2-350 of the DuPage County Procurement Ordinance; and

WHEREAS, based upon supporting documentation provided by the using Department, the Chief Procurement Officer has determined that it is not feasible to secure bids or that there is only one source for the required goods or services, and/or has determined that it is in the best interests of the County to consider only one supplier who has previous expertise relative to the subject procurement; and

WHEREAS, in accordance with the Chief Procurement Officer's determination, the Judicial and Public Safety Committee recommends County Board approval for the issuance of a contract to CentralSquare, LLC, for Professional Services and Software for the Electronic Citation Platform, for the period of April 1, 2023 through March 31, 2026, for the Circuit Court Clerk .

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, for Professional Services and Software for the Electronic Citation Platform, for the period of April 1, 2023 through March 31, 2026 for the Circuit Court Clerk, be, and it is hereby approved for issuance of a contract by the Procurement Division to, CentralSquare, LLC, 12709 Collection Center Drive, Chicago, IL 60693, for a contract total amount not to exceed \$ 1,241,296.88. Pursuant to 55 ILCS 5/5-1022 (c) not suitable for competitive bids. (Sole provider CentralSquare, LLC.)

Enacted and approved March 28, 2023 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK



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

### SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID #: 23-1122	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$1,241,296.88
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 03/21/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$1,241,296.88
	CURRENT TERM TOTAL COST: \$1,241,296.88	MAX LENGTH WITH ALL RENEWALS: THREE YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Tritech Software Systems, a CentralSquare Company	VENDOR #: 41449	DEPT: Circuit Court Clerk	DEPT CONTACT NAME: Kevin Vaske
VENDOR CONTACT: Michelle Turner	VENDOR CONTACT PHONE: 312-245-5734	DEPT CONTACT PHONE #: 630-407-8647	DEPT CONTACT EMAIL: kevin.vaske@18thjudicial.org
VENDOR CONTACT EMAIL: michelle.turner@centralsquare.com	VENDOR WEBSITE: centralsquare.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.). New contract for our existing county-wide electronic citation platform VP2, first-year cost \$393,750, sole source procurement.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Since 2007, the Circuit Clerk has funded an electronic citation application for DuPage County policing agencies. This software provides for faster-issued and more accurate citations, increasing officer safety and minimizing manual ticket data entry. The current vendor contract has expired and a new contract is necessary.			

### SECTION 2: DECISION MEMO REQUIREMENTS

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

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

### SECTION 3: DECISION MEMO

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

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement. SOLE PROVIDER OF ITEMS THAT ARE COMPATIBLE WITH EXISTING EQUIPMENT, INVENTORY, SYSTEMS, PROGRAMS OR SE
<b>NECESSITY AND UNIQUE FEATURES</b>	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific. Any other vendor implementation requires time to customize and implement their system across DuPage policing agencies. A contract with the current vendor is required to continue electronic citation system availability.
<b>MARKET TESTING</b>	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not. The Circuit Court explored the opportunities for E-Citations last year, and unfortunately the solution was determined to be ineffective for end users, and had compatibility issues with the Circuit Court Clerk's case management system.
<b>AVAILABILITY</b>	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted. No vendor solution exists which is Illinois and DuPage County ready.

SECTION 5: Purchase Requisition Information			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Tritech Software Systems, a CentralSquare Company	Vendor#: 32774	Dept: Circuit Court Clerk	Division: Accounting
Attn:	Email: Accounts.Receivable@CentralSquare.com	Attn: Julie Ellefsen	Email: julie.ellefsen@18thjudicial.org
Address: 12709 Collection Center Drive	City: Chicago	Address: 505 N County Farm Rd	City: Wheaton
State: IL	Zip: 60693	State: IL	Zip: 60187
Phone: 312-245-5734	Fax:	Phone: 630.407-8590	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Tritech Software Systems, a CentralSquare Company	Vendor#: 32774	Dept: Circuit Court Clerk	Division: Operations
Attn:	Email: Accounts.Receivable@CentralSquare.com	Attn: Kevin Vaske	Email: kevin.vaske@18thjudicial.org
Address: 12709 Collection Center Drive	City: Chicago	Address: 505 N County Farm Rd	City: Wheaton
State: IL	Zip: 60693	State: IL	Zip: 60187
Phone: 312-245-5734	Fax:	Phone: 630-407-8647	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): 04/01/2023	Contract End Date (PO25): 03/31/2026
Contract Administrator (PO25):			

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		VP2 Citation Software	FY23	1400	6740	53020		262,500.00	262,500.00
2	1	EA		VP2 Citation Software	FY24	1400	6740	53020		406,875.04	406,875.04
3	1	EA		VP2 Citation Software	FY25	1400	6740	53020		427,218.76	427,218.76
4	1	EA		VP2 Citation Software	FY26	1400	6740	53020		144,703.08	144,703.08
<b>FY is required, assure the correct FY is selected.</b>										Requisition Total	\$ 1,241,296.88

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

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



## CentralSquare Support and Maintenance Agreement

This CentralSquare Support and Maintenance Agreement (the "**Agreement**"), effective as of the latest date shown on the signature block below (the "**Effective Date**"), is entered into between **CentralSquare Technologies, LLC**, a Delaware Limited Liability Company with its principal place of business in Lake Mary, FL ("**CentralSquare**") and the **Clerk of the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Wheaton, Illinois**, ("**Customer**"), together with CentralSquare, the "**Parties**", and each, a "**Party**".

**WHEREAS**, Advanced Public Safety and Customer entered into an agreement on June 30, 2013; and

**WHEREAS**, through asset purchase, CentralSquare is the owner of all Advanced Public Safety products, services, and contractual obligations; and

**WHEREAS**, CentralSquare licenses and gives access to certain software applications ("**Solutions**") to its customers and also provides maintenance, support, migration, installation, and other professional services; and

**WHEREAS**, Customer desires to license and/or gain access to certain Solutions and receive professional services described herein, and CentralSquare desires to grant and provide Customer license and access to such offerings as well as to support them with professional services, subject to the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

CentralSquare Technologies, LLC	DuPage County, Clerk of Circuit Court
1000 Business Center Dr. Lake Mary, FL 32746	505 N. County Farm Road, P.O. Box 707 Wheaton, IL 60187
By: <u>Signature on File</u>	By:
Print Name: Ron A. Anderson	Print Name:
Print Title: Chief Sales Officer	Print Title:
Date Signed: 3/10/2023	Date Signed:

### 1. **Solution: Public Safety and Justice - APS**

### 2. **Term.**

2.1. **Initial Term.** The Initial Term of this Agreement commences as of the Effective Date and will continue in effect for one (1) year from such date unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").

2.2. **Renewal Term.** This Agreement will automatically renew for two (2) additional successive one (1) year terms unless earlier terminated pursuant to any of the Agreement's provisions (a "**Renewal Term**" and, collectively, with the Initial Term, the "**Term**").

2.3. **Non-Renewal.** Either party may elect to end renewal of the contract by issuing a notice of non-renewal, in writing, to the other party 60 days prior to the expiration of the current contract term.

3. **Fees.** In consideration of the rights and services granted by CentralSquare to Customer under this Agreement, Customer shall make payments to CentralSquare pursuant to the amounts and payment terms outlined in Exhibit 1 (the "**Project Cost Summary**").

4. **Definitions.** Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:

4.1. "**Action**" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.

4.2. "**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person.

- 4.3. **"Authorized User"** means Customer's employees, consultants, contractors, agents, and law enforcement personnel who are authorized by Customer to access and use the Solutions under the rights granted to Customer pursuant to this Agreement, and for whom access to the Solutions has been purchased.
- 4.4. **"Baseline"** means the version of a Solution updated to the particular time in question through CentralSquare's warranty services and maintenance, but without any other modification whatsoever.
- 4.5. **"Component System"** means any one of the Solutions identified in Exhibit 1, including all copies of Source Code, Object Code and all related specifications, Documentation, technical information, and all corrections, modifications, additions, development work, improvements and enhancements to and all Intellectual Property Rights for such Component System.
- 4.6. **"Customer Data"** means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Solutions, provided the data is not personally identifiable and not identifiable to Customer.
- 4.7. **"Custom Modification"** means a change that CentralSquare has made at Customer's request to any Component System in accordance with a CentralSquare -generated specification, but without any other changes whatsoever by any Person.
- 4.8. **"Customer Systems"** means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the use of third-party services.
- 4.9. **"Defect"** means a material deviation between the Baseline Solution and its Documentation, for which Defect Customer has given CentralSquare enough information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control. Further, with regard to each Custom Modification, Defect means a material deviation between the Custom Modification and the CentralSquare generated specification and documentation for such Custom Modification, and for which Defect Customer has given CentralSquare enough information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control.
- 4.10. **"Documentation"** means any manuals, instructions, or other documents or materials that CentralSquare provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Solutions, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.
- 4.11. **"Enhancements"** means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.
- 4.12. **"Harmful Code"** means any software, hardware, device or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Solutions as intended by this Agreement.
- 4.13. **"Intellectual Property Rights"** means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- 4.14. **"Maintenance"** means optimization, error correction, modifications, and updates to CentralSquare Systems to correct any known Defects and improve performance. Maintenance will be provided for each Component System, the hours and details of which are described in Exhibit 2 (**"Support Standards"**).
- 4.15. **"New Releases"** means new editions of a Baseline Component System or Custom Modification.
- 4.16. **"Person"** means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.
- 4.17. **"Personal Information"** means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996,

"Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.

- 4.18. **"Professional Services"** means installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by CentralSquare.
- 4.19. **"Representatives"** means, with respect to a Party, that Party's employees, officers, directors, agents, subcontractors, and legal advisors.
- 4.20. **"CentralSquare Personnel"** means all individuals involved in the performance of Support Services and Professional Services as employees, agents, Subcontractors or independent contractors of CentralSquare.
- 4.21. **"Solutions"** means the Component Systems, Documentation, Custom Modifications, development work, CentralSquare Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by CentralSquare or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement.
- 4.22. **"CentralSquare Systems"** means the information technology infrastructure used by or on behalf of CentralSquare to deliver Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by CentralSquare or through the use of third-party services.
- 4.23. **"Support Services"** means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with the detailed Support Standards outlined in Exhibit 2.
- 4.24. **"Third-Party Materials"** means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Solutions that are not proprietary to CentralSquare.

## **5. License, Access & Services and Audit.**

- 5.1. **License Grant.** Subject to and conditioned on the payment of Fees and compliance with all other terms and conditions of this Agreement, CentralSquare hereby grants to Customer a non-exclusive, non-sublicenseable, and non-transferable license to the current version of the Solution(s) outlined in Exhibit 1 at the time of this Agreement's execution.
- 5.2. **Access and Scope of Use.** Subject to and conditioned on Customer and their Authorized Users' compliance with the terms and conditions of this Agreement, CentralSquare hereby grants Customer a non-exclusive, non-transferable right to access and use the Solutions, solely by Authorized Users. Such use is limited to Customer's internal use. CentralSquare shall deliver to Customer the initial copies of the Solutions outlined in Exhibit 1 by (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method. Physical shipment is on FOB- CentralSquare's shipping point, and electronic delivery is deemed effective at the time CentralSquare provides Customer with access to download the Solutions. The date of such delivery shall be referred to as the **"Delivery Date."**
- 5.3. **Documentation License.** CentralSquare hereby grants to Customer a non-exclusive, non-sublicenseable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Solutions.
- 5.4. **Audit.** Customer shall maintain for a reasonable period of time, but not less than three (3) years after expiration or termination of this Agreement, the systems, books, and records necessary to accurately reflect compliance with software licenses and the use thereof under this Agreement. Upon request, Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to such systems, books, and records for the purpose of verifying such licensed use the performance of such obligations and amounts. Customer shall render reasonable cooperation to CentralSquare as requested. If as a result of any audit or inspection CentralSquare substantiates a deficiency or non-compliance, Customer shall promptly reimburse CentralSquare for all its costs and expenses incurred to conduct such audit or inspection and be required to pay for any delinquencies in compliance with software licenses.

- 5.5. Service and System Control. Except as otherwise expressly provided in this Agreement:
- 5.5.1. CentralSquare has and will retain sole control over the operation, provision, maintenance, and management of the Solutions; and
  - 5.5.2. Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for access to and use of the Solutions by any Person by or through the Customer Systems or other means controlled by Customer or any Authorized User, including any reports or results obtained from any use of the Solutions, and conclusions, decisions, or actions based on such use.
- 5.6. Limitations. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Agreement, including, if required by CentralSquare, remote access to the Customer Systems. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by any Customer delay or Customer's failure to perform any obligations under this Agreement.
- 5.7. Exceptions. CentralSquare has no obligation to provide Support Services relating to any Defect with the Solutions that, in whole or in part, arise out of or result from any of the following:
- 5.7.1. software, or media on which provided, that is modified or damaged by Customer or third-party;
  - 5.7.2. any operation or use of, or other activity relating to, the Solutions other than as specified in the Documentation, including any incorporation, or combination, operation or use of the Solutions in or with, any technology (software, hardware, firmware, system, or network) or service not specified for Customer's use in the Documentation;
  - 5.7.3. any negligence, abuse, misapplication, or misuse of the Solution other than by CentralSquare personnel, including any Customer use of the Solution other than as specified in the Documentation or expressly authorized in writing by CentralSquare;
  - 5.7.4. any Customer's failure to promptly install any New Releases that CentralSquare has previously made available to Customer;
  - 5.7.5. the operation of, or access to, Customer's or a third-party's system, materials or network;
  - 5.7.6. any relocation of the Solution other than by CentralSquare personnel;
  - 5.7.7. any beta software, software that CentralSquare makes available for testing or demonstration purposes, temporary software modules, or software for which CentralSquare does not receive a fee;
  - 5.7.8. any breach of or noncompliance with any provision of this Agreement by Customer or any of its Representatives or any Force Majeure Event (including abnormal physical or electrical stress).
- 5.8. Reservation of Rights. Except for the specified rights outlined in this Section, nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Support Services, Professional Services, Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Solutions, and the Third-Party Materials are and will remain with CentralSquare and the respective rights holders.
- 5.9. Changes. CentralSquare reserves the right, in its sole discretion, to make any changes to the Support Services and Solutions that it deems necessary or useful to: (a) maintain or enhance the quality or delivery of CentralSquare's services to its customers, the competitive strength of or market for CentralSquare's services, or the Support Services' cost efficiency or performance; or (b) to comply with applicable law. Without limiting the foregoing, either Party may, at any time during the Term, request in writing changes to particular Support Services, Professional Services or their product suite of Solutions. The parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in either a CentralSquare issued Add-On Quote signed by the Customer, or a written change order or amendment to this agreement signed by both parties.
- 5.10. Subcontractors. CentralSquare may from time to time in its discretion engage third parties to perform Professional Services or Support Services (each, a "**Subcontractor**").
- Security Measures. The Solution may contain technological measures designed to prevent unauthorized or illegal use of the Solution. Customer acknowledges and agrees that: (a) CentralSquare may use these and other lawful measures to verify compliance with the terms of this Agreement and enforce CentralSquare's rights, including all Intellectual Property Rights, in and to the Solution; (b) CentralSquare

may deny any individual access to and/or use of the Solution if CentralSquare, in its reasonable discretion, believes that person's use of the Solution would violate any provision of this Agreement, regardless of whether Customer designated that person as an Authorized User; and (c) CentralSquare may collect, maintain, process, use and disclose technical, diagnostic and related non-identifiable data gathered periodically which may lead to improvements in the performance and security of the Solutions

**6. Use Restrictions.** Customer shall not, and shall not permit any other Person to, access or use the Solutions except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:

- 6.1. copy, modify, or create derivative works or improvements of the Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Solutions to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;
- 6.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Solutions, in whole or in part;
- 6.3. bypass or breach any security device or protection used by Solutions or access or use the Solutions other than by an Authorized User through the use of his or her own then valid access;
- 6.4. input, upload, transmit, or otherwise provide to or through the CentralSquare Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;
- 6.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the CentralSquare Systems, or CentralSquare's provision of services to any third-party, in whole or in part;
- 6.6. remove, delete, alter, or obscure any trademarks, Specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Solutions, including any copy thereof;
- 6.7. access or use the Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third-party, or that violates any applicable law;
- 6.8. access or use the Solutions for purposes of competitive analysis of the Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to CentralSquare's detriment or commercial disadvantage or otherwise access or use the Solutions beyond the scope of the authorization granted under this Section.

**7. Customer Obligations.**

- 7.1. Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Solutions are accessed or used; (b) provide CentralSquare Personnel with such access to Customer's premises and Customer Systems as is necessary for CentralSquare to perform the Support Services in accordance with the Support Standards and Specifications; and (c) provide all cooperation as CentralSquare may reasonably request to enable CentralSquare to exercise its rights and perform its obligations under and in connection with this Agreement.
- 7.2. Effect of Customer Failure or Delay. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.
- 7.3. Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 6, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Solutions and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify CentralSquare of any such actual or threatened activity.

**8. Professional Services.**

- 8.1. Compliance with Customer Policies. While CentralSquare Personnel are performing services at Customer's site, CentralSquare will ensure that such personnel comply with Customer's reasonable security procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to CentralSquare in writing or in advance. Customer shall promptly reimburse CentralSquare for any out-of-pocket costs incurred in complying with such procedures and policies.

- 8.2. **Contributed Material.** In the process of CentralSquare's performing Professional Services, Customer may, from time to time, provide CentralSquare with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solutions, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to CentralSquare a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for CentralSquare, CentralSquare's Affiliates and CentralSquare's licensees to make, use, sell and create derivative works of the Contributed Material.

## 9. **Confidentiality.**

- 9.1. **Defined.** Information that is conveyed orally shall be designated as confidential at the time of disclosure and shall be reduced to writing within ten (10) business days. Notwithstanding any provision in this Section 9, Customer specifically acknowledges that the Software, including without limitation the database architecture and sequence and Documentation, comprise Confidential Information and know-how that are the exclusive property of CentralSquare.
- 9.2. **Nondisclosure.** The parties agree, unless otherwise provided in this Agreement or required by law, not to use or make each other's Confidential Information available to any third party for any purpose other than as necessary to perform under this Agreement. The recipient shall protect the Confidential Information from disclosure by using the same degree of care, but no less than a reasonable degree of care, that it uses to protect its own confidential information of a like nature to prevent its unauthorized use, dissemination or publication by its employees or agents. Customer further agrees that it will not allow any form or variation of the Software to enter the public domain. Both parties acknowledge that any breach of its obligations with respect to Confidential Information may cause the other irreparable injury for which there are inadequate remedies at law and that the non-disclosing party shall be entitled to equitable relief in addition to all other remedies available to it. Customer shall not disclose the results of any performance or functionality tests of the Software to any third party without CentralSquare's prior written approval.
- 9.3. **Exceptions.** A party's Confidential Information shall not include information that: (a) is or becomes publicly available through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure and was not obtained by the recipient either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the recipient by a third party without restriction on recipient's disclosure, and where recipient was not aware that the information was the confidential information of discloser; (d) is independently developed by the recipient without violation of this Agreement; or (e) is required to be disclosed by law.

## 10. **Security.**

- 10.1. CentralSquare will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. CentralSquare will review and test such safeguards on no less than an annual basis.
- 10.2. Customer shall maintain, in connection with the operation or use of the Solutions, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.
- 10.3. To the extent that Authorized Users are permitted to have access to the Solutions, Customer shall maintain agreements with such Authorized Users that adequately protect the confidentiality and Intellectual Property Rights of CentralSquare in the Solutions and Documentation, and disclaim any liability or responsibility of CentralSquare with respect to such Authorized Users.

**11. Personal Data.** If CentralSquare processes or otherwise has access to any personal data or personal information on Customer's behalf when performing CentralSquare's obligations under this Agreement, then:

- 11.1. Customer shall be the data controller (where "**data controller**" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and CentralSquare shall be a data processor (where "**data processor**" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);
- 11.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to CentralSquare so that CentralSquare may lawfully use, process and transfer the personal data and personal information in accordance with this Agreement on Customer's behalf, which may include CentralSquare processing and transferring the relevant personal data or personal information outside the country where Customer and the Authorized Users are located in order for CentralSquare to provide the Solutions and perform its other obligations under this Agreement; and
- 11.3. CentralSquare shall process personal data and information only in accordance with lawful and reasonable instructions given by Customer and as set out in and in accordance with the terms of this Agreement; and
- 11.4. each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.

**12. Representations and Warranties.**

- 12.1. **LIMITED WARRANTY.** CentralSquare warrants that it owns or otherwise has the rights in the Software and has the right to license the Software as described in this Agreement. CentralSquare further warrants and represents that the CentralSquare Software does not contain any "back door", "time bomb", "Trojan horse", "worm", "drop dead device" or other program routine or hardware device inserted and intended by CentralSquare to provide a means of unauthorized access to, or a means of disabling or erasing any computer program or data, or otherwise disabling the CentralSquare Software. Nothing herein shall be deemed to constitute a warranty against viruses. The provisions of section and its subsections below, shall constitute the agreement of the Parties with respect to viruses. Customer's sole remedy with respect to the foregoing warranty shall be to receive an Update to the CentralSquare Software that does not contain any of the above-described routines or devices.
- 12.2. **DISCLAIMER OF WARRANTY. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH ABOVE, CENTRALSQUARE MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE SOLUTIONS, PROFESSIONAL SERVICES, SUPPORT SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT CENTRALSQUARE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. FURTHER, CENTRALSQUARE EXPRESSLY DOES NOT WARRANT THAT A SOLUTION, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SOLUTION OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN CENTRALSQUARE PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER. THIS AGREEMENT DOES NOT AMEND, OR MODIFY CENTRALSQUARE'S WARRANTY UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.**

**13. Notices.** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile or email confirmed by United States first class mail, or sent by overnight courier. Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

If to  
CentralSquare : **CentralSquare**  
**1000 Business Center Dr.**  
**Lake Mary, FL 32746**  
**Phone: 407-304-3235**      **email: [info@CentralSquare.com](mailto:info@CentralSquare.com)**  
**Attention: Senior Counsel / Contracts Department**

If to Customer: **DuPage County, Clerk of Circuit Court**  
**505 N. County Farm Road, P.O. Box 707**  
**Wheaton, IL 60187**  
**Phone: 630-407- 8647**      **email: [kevin.vaske@18thjudicial.org](mailto:kevin.vaske@18thjudicial.org)**  
**Attention: Kevin Vaske**

**14. Force Majeure.** Neither Party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, pandemic or epidemic, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of Equipment, software, or services from suppliers, default of a subcontractor or vendor to the Party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other Party, or its officers, directors, employees, agents, contractors, or elected officials, and/or other occurrences beyond the Party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended on a day for day basis or as otherwise reasonably necessary to compensate for such delay.

**15. Indemnification.**

15.1. CentralSquare Indemnification. CentralSquare shall indemnify, defend, and hold harmless Customer from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of CentralSquare, its employees, agents, contractors, or any subcontractor as a result of CentralSquare's or any subcontractor's performance pursuant to this Agreement; however, CentralSquare shall not be required to indemnify Customer for any claims or actions caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, CentralSquare's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

15.2. Sole Remedy. THIS SECTION SETS FORTH CUSTOMER'S SOLE REMEDIES AND CENTRALSQUARE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES AND SOLUTIONS OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD-PARTY.

**16. Termination.** This Agreement may be terminated:

- 16.1. For cause by either Party, effective on written notice to the other Party, if the other Party materially breaches this Agreement and: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach.
- 16.2. For lack of payment by written notice to Customer, if Customer's failure to pay amounts due under this Agreement has continued more than ninety (90) days after delivery of written notice of non-payment.

**17. Effect of Termination or Expiration.** On the expiration or earlier termination of this Agreement:

- 17.1. Upon the expiration or earlier termination of this Agreement, each Party shall continue to hold such



Confidential Information in confidence pursuant to Section 9; and

17.2. Upon the expiration of this Agreement, each Party shall pay to the other all amounts accrued prior to and through the date of termination of this Agreement.

**18. Assignment.** Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided however, that in the event of a merger or acquisition of all or substantially all of CentralSquare's assets, CentralSquare may assign this Agreement to an entity ready, willing and able to perform CentralSquare's executory obligations hereunder, as evidenced by an express written assumption of the obligations hereunder by the assignee.

**19. Dispute Resolution.** Any dispute, controversy or claim arising out of or relating to this Agreement, including the breach, termination, or validity thereof, shall be resolved by final and binding arbitration.

19.1. Exclusive Dispute Resolution Mechanism. The Parties agree to resolve any dispute, controversy, or claim arising out of or relating to this Agreement (each, a "Dispute"), exclusively under the provisions of this Section. Either Party may seek interim or provisional relief in any court of competent jurisdiction if necessary, to protect the rights or property of that Party pending the appointment of the arbitrator or pending the arbitrator's determination of the merits of the dispute.

19.2. Good Faith Negotiations. The Parties agree to send written notice to the other Party of any Dispute ("Dispute Notice"). After the other Party receives the Dispute Notice, the parties agree to undertake good faith negotiation between themselves to resolve the Dispute. Each Party shall be responsible for its associated travel costs. The parties agree to attend no fewer than three negotiation sessions attended Vice Presidents of each Party (or employees of equivalent or superior position).

19.3. Escalation to Mediation. If the Parties cannot resolve any Dispute during the good faith negotiations either Party must initiate mediation under Section 19.4.

19.4. Mediation. Subject to Sections 19.2 and 19.3, the Parties may escalate a Dispute to a mutually agreed to mediator. Parties agree to act in good faith in selecting a neutral mediator and in scheduling the mediation proceedings. The parties agree to use commercially reasonable efforts in participating in the mediation. The parties agree the mediator's fees and expenses, and the mediator's costs incidental to the mediation will be shared equally between the parties. The parties shall bear their own fees, expenses, and costs.

19.5. Confidential Mediation. The Parties further agree all written or oral offers, promises, conduct, and statements made in the course of the mediation are confidential, privileged, and inadmissible for any purpose in any litigation, arbitration or other proceeding involving the Parties. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

19.6. Litigation or Arbitration as a Final Resort. If the Parties cannot resolve a Dispute through mediation, then once an impasse is issued by the mediator either Party must commence binding arbitration in accordance with the provisions of 19.7 and 19.8.

19.7. Arbitration. The Parties agree that any dispute, controversy, or claim arising out of or related to the Employee's employment with the Company or termination of employment, this Agreement, or any alleged breach of this Agreement shall be governed by the Federal Arbitration Act (FAA) and submitted to and decided by binding arbitration to be held in Florida. Parties agree to hold the deliberations in such arbitration confidential.

19.8. Arbitration Procedure. The Parties agree arbitration must be commenced by delivering a notice of arbitration to the other Party. The Notice must set out the nature of the claim(s), and the relief requested. Within thirty (30) days of the receipt of the notice, the receiving Party shall deliver an answer, any counterclaim(s), and relief requested. Arbitration shall be heard by a single arbitrator. Each Party shall pay its own costs of arbitration. The Parties shall confer in good faith to attempt to agree upon a suitable arbitrator, and if unable to do so, they will select an arbitrator from the American Arbitration Association's employment arbitration panel for the area. The arbitrator shall decide the procedures in the arbitration after consultation with the Parties. The arbitrator will have the power to grant any provisional or final remedy or relief it deems appropriate, including conservatory measures and an award of attorneys' fees. The decision of the arbitrator shall be final and binding upon the Parties hereto. The Parties agree that judgment may be entered upon the award by any court having jurisdiction.

**20. Waiver/Severability.** The failure of any Party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such Party thereafter to enforce such provisions. If any provision of this Agreement

is found to be unenforceable, that provision will be enforced to the maximum extent possible, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

**21. LIABILITY.** NOTWITHSTANDING ANY PROVISION WITHIN THIS AGREEMENT TO THE CONTRARY, AND REGARDLESS OF THE NUMBER OF LOSSES, WHETHER IN CONTRACT, EQUITY, STATUTE, TORT, NEGLIGENCE, OR OTHERWISE:

21.1. NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOSSES OF PROFIT, REVENUE, INCOME, BUSINESS, ANTICIPATED SAVINGS, DATA, REPUTATION, AND MORE GENERALLY, ANY LOSSES OF AN ECONOMIC OR FINANCIAL NATURE, REGARDLESS OF WHETHER SUCH LOSSES MAY BE DEEMED AS CONSEQUENTIAL OR ARISING DIRECTLY AND NATURALLY FROM THE INCIDENT GIVING RISE TO THE CLAIM, AND REGARDLESS OF WHETHER SUCH LOSSES ARE FORESEEABLE OR WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES; AND

21.2. CENTRALSQUARE'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT(S) ACTUALLY PAID BY CUSTOMER TO CENTRALSQUARE HEREUNDER FOR THE LAST TWELVE MONTHS.

**22. Third-Party Materials.** CentralSquare may from time to time, in its discretion engage third parties to perform services, provide software, or provide equipment. Customer acknowledges and agrees CentralSquare provides front-line support services for third parties, but these third parties assume all responsibility and liability in connection with the third-party software, equipment, or related services. CentralSquare is not authorized to make any representations or warranties that are binding upon the third-party or to engage in any other acts that are binding upon the third-party, excepting specifically that CentralSquare is authorized to represent third-party fees in the Agreement and to accept payment of such amounts from Customer on behalf of the third-party for as long as such third-party authorizes CentralSquare to do so. As a condition precedent to installing or accessing any third-party Materials, Customer may be required to execute a click-through, shrink-wrap End User License Agreement (EULA) or similar agreement provided by the Third-Party Materials provider. All third-party materials are provided "as-is" and any representation or warranty concerning them is strictly between Customer and the third-party.

**23. Entire Agreement.** This Agreement, and any Exhibits specifically incorporated therein by reference, constitutes the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous and contemporaneous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof. This Agreement may not be modified except by a writing subscribed to by authorized representatives of both Parties.

**24. No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.

**25. Counterparts.** This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. This Amendment shall be considered properly executed by a Party if executed by that Party and transmitted by facsimile or other electronic means including, without limitation, DocuSign, Tagged Image Format Files (TIFF), or Portable Document Format (PDF).

**26. Material Adverse Change.** If any Law, Regulatory Approval, applicable standard, process, OEM requirement is changed or comes into force after the Effective Date, including but not limited to PCI standards (collectively, a "Material Adverse Change"), which is not explicitly addressed within this Agreement and results in *significant extra* costs for either Party in relation to the performance of this Agreement, both Parties shall promptly meet, discuss in good faith, and agree upon reducing the technical, operational, and/or commercial impact of such Material Adverse Change.

**27. Cooperative Purchases.** This Contract may be used by other government agencies. CentralSquare has agreed to offer similar services to other agencies under the same terms and conditions as stated herein except that the compensation may be negotiated between CentralSquare and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The Customer will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such agencies.

**28. Order of Precedence.**

28.1. In the event of any conflict or inconsistency between this Agreement, the Exhibits, or any purchase order, then the following priority shall prevail:

28.1.1. The main body of this Agreement and any associated amendments or change orders.

28.1.2. The attached Exhibits to this Agreement.

28.1.3. Purchase Orders placed with CentralSquare in accordance with this Agreement.

Customer's purchase terms and conditions or CentralSquare's sales terms and conditions are not applicable and shall have no force and effect, whether referenced or not in any document in relation to this Agreement.

28.2. Incorporated Exhibits to this Agreement:

Exhibit 1 – Project Cost Summary

Exhibit 2 - Maintenance & Support Standards

Exhibit 3 – Travel Expense Guidelines

**EXHIBIT 1**  
**Project Cost Summary**

<b>Renewal Period</b>	<b>Annual Fee</b>	<b>Monthly Fee</b>
4/1/23 - 3/31/24	\$393,750.00	\$32,812.50
4/1/24 - 3/31/25	\$413,437.50	\$34,453.13
4/1/25 - 3/31/26	\$434,109.38	\$36,175.78

**PAYMENT TERMS:**

Payment due in full 30 days from date of invoice.

**RECURRING FEES**

- a. The Annual Access Fee is due: on the Execution Date, and annually thereafter on the anniversary of the Execution Date.
- b. Commencing one year after Go Live, the "Anniversary Date", the Annual Software Maintenance Fee will be due for CentralSquare support and maintenance. Thereafter, on the Anniversary Date, Annual Software Maintenance Fees will be due on or before the commencement of the subsequent renewal term.
- c. Annual Software Maintenance Fees and Annual Subscription Fees shall increase by 5% from the prior year.

**ANCILLARY FEES**

- d. Reimbursement of travel and living expenses will be governed by Exhibit 3 ("**Travel Expense Guidelines**") attached hereto and will be invoiced monthly in arrears and due within thirty (30) days from date of invoice.
- e. Customer is responsible for paying all taxes relating to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide CentralSquare valid proof of exemption; otherwise, CentralSquare will invoice Customer and Customer will pay to CentralSquare all such tax amounts.
- f. If Customer fails to make any payment when due, then CentralSquare may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly, or, if lower, the highest rate permitted under applicable law; and If such failure continues for 90 days following written notice thereof, CentralSquare may suspend performance or access until past due amounts have been paid.

Note: Pricing for Professional Services is a good faith estimate based on the information available to CentralSquare at the time of execution of this Agreement. The total amount that Customer may pay for these services can vary based on the actual number of hours required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to CentralSquare's then-current list price rates for the services at issue.

## EXHIBIT 2

### Support Standards

**I. Support Hours: Hours During Which CentralSquare's Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance:** Unless otherwise noted in the Order as to Support Type, support hours are Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x9").

**II. Targeted Response Times.**

"Notification" means a communication to CentralSquare's help desk by means of: (i) CentralSquare's web helpline; or (ii) the placement of a telephone call.

**III. Support Terms.**

Beginning on the Execution Date and continuing for twelve (12) months thereafter ("**Initial Support Term**"), CentralSquare shall provide the ongoing Support Services described herein for the corresponding Fees outlined in Exhibit 1. Upon expiration of the Initial Support Term, ongoing Support Services shall automatically renew, with customer paying for additional annual support periods, each a ("**Renewal Support Term**"). This renewal will continue until termination of this Agreement provided that, CentralSquare shall not give notice of termination if it would be effective prior to a period equal to two times the Agreement's Initial Support Term.

With respect to CentralSquare's support obligations, CentralSquare will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Solution identified in the Order in accordance with the following guidelines with the time period to be measured beginning with the first applicable CentralSquare "Telephone Support" hour occurring after CentralSquare's receipt of the Notification:

Priority	Description	Response Goal	Resolution Goal
<b>Urgent</b> 1	A support issue shall be considered <b>Urgent</b> when it produces a Total System Failure; meaning the Solution is not performing a process that has caused a complete work stoppage.	Within 60 minutes of the issue being reported and a resolution planned within 24 hours.	Although resolution times vary depending on the exact issue and customer environment, CentralSquare has a stated goal to resolve an urgent issue within 24 hours or provide a resolution plan with urgent issues within 24 hours of being reported.  A resolution plan will detail the steps necessary to understand and possibly resolve the issue.
<b>Critical</b> 2	A support issue shall be considered <b>Critical</b> when a critical failure in operations occurs; meaning CentralSquare's Solution is not performing a critical process and prevents the continuation of basic operations. Critical problems do not have a workaround. This classification does not apply to intermittent problems.	Within two hours of the issue being reported and a resolution planned within five (5) days.	
<b>Non-Critical</b> 3	A support issue shall be considered <b>Non-Critical</b> when a non-critical failure in operations occurs; meaning the Solution is not performing non-critical processes, but the system is still usable for its intended purpose or there is a workaround.	Within four hours of the issue being reported.	
<b>Minor</b> 4	A support issue will be considered <b>Minor</b> when the issue causes minor disruptions in the way tasks are performed, but does not affect workflow or operations. This may include cosmetic issues, general questions, and how to use certain features of the system.	Within 24 hours of the issue being reported.	

*Response timing is measured from the moment a Case number is created. As used herein a "Case number" is created when a) CentralSquare's support representative has been directly contacted by Customer either by phone, in person, or through CentralSquare's online support portal, and b) when CentralSquare's support representative assigns a case number and conveys that case number to the Customer. Customer must provide remote access to its facility using a CentralSquare approved remote access Customer so that CentralSquare can perform the support obligations and/or services under this Agreement; and will provide appropriate security access and accounts for CentralSquare staff and each session participant*

Note: Pricing for Professional Services is a good faith estimate based on the information available to CentralSquare at the time of execution of this Agreement. The total amount that Customer may pay for these services can vary based on the actual number of hours required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to CentralSquare's then-current list price rates for the services at issue.

- IV. The following form images must remain in compliance with the statewide forms as approved by the Illinois Supreme Court. Changes will be performed by CentralSquare at no cost. Any deviations from the form images must be approved, in writing, by the Customer.

Uniform Traffic Citations (UTC)

Written Warnings (WW)

Overweight Citations (OW)

The system must allow the user to select for printing six (5) leaves of the UTC or CC, five (5) leaves of the OW, and two (2) leaves of the WW or CW, and all other violator admonishments. Preferably the agency or officer can configure which leaves, the sequence of leaves, and how many leaves are printed at different times.

Current Illinois Supreme Court Guidelines for citations may be found at:

<https://www.illinoiscourts.gov/eservices/il-e-courts-initiatives>

**EXHIBIT 3****Travel Expense Guidelines**

CentralSquare will adhere to the following guidelines when incurring travel expenses:

**All arrangements for travel are to be made through the CentralSquare Corporate Travel Agent unless other arrangements have been made with the Customer and are documented in writing.**

**AIR TRAVEL** – CentralSquare will use the least expensive class of service available with a minimum of seven (7) day, maximum of thirty (30) day, advance purchase. Upon request, CentralSquare shall provide the travel itinerary as the receipt for reimbursement of the airfare and any fees. Fees not listed on the itinerary will require a receipt for reimbursement.

Trips fewer than 250 miles round are considered local. Unless a flight has been otherwise approved by the Customer, Customer will reimburse the current IRS approved mileage rate for all local trips.

**LODGING** –CentralSquare will use the most reasonable accommodations possible, dependent on the city. All movies, and phone/internet charges are not reimbursable.

**RENTAL CAR** – Compact or Intermediate cars will be required unless there are three or more CentralSquare employees sharing the car in which case the use of a full size car is authorized. Gas is reimbursable however, pre-paid gas purchases will not be authorized and all rental cars are to be returned with a full tank of gas. Upon request, receipts for car rental and gas purchases will be submitted to Customer. CentralSquare shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the CentralSquare auto insurance policy. Fines for traffic violations are not reimbursable expenses.

**OTHER TRANSPORTATION** – CentralSquare staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle service). Airport taxi or mileage for the employee's personal vehicle (per IRS mileage guidelines) are reimbursable if necessary. Upon request, receipt(s) for the taxi will be submitted to Customer. Proof of mileage may be required and may be documented by a readily available electronic mapping service. The mileage rate will be the then-current IRS mileage guideline rate (subject to change with any change in IRS guidelines).

**OTHER BUSINESS EXPENSES** – Parking at the airport is reimbursable. Tolls to and from the airport and while traveling at the Customer site are reimbursable. Tipping on cab fare exceeding 15% is not reimbursable. Porter tips are reimbursable, not exceeding \$1.00 per bag. Laundry is reimbursable when travel includes a weekend day or Company Holiday, and the hotel stay is four nights or more. Laundry charges must be incurred during the trip and the limit is one shirt and one pair of pants/skirt per day. With the exception of tips, receipts shall be provided to Customer upon request for all the aforementioned items.

**MEALS** – Standard per Diem. Subject to change due to cost of living.



CentralSquare Technologies, LLC  
1000 Business Center Drive  
Lake Mary, FL 32746

March 10, 2023

Kevin Vaske, Director of Information Technology  
DuPage County – Clerk of the Circuit Court  
505 North County Farm Road  
Wheaton, IL 60187

Dear Vaske:

This letter is in response to DuPage County's request for a sole source letter from our company. This letter is to confirm that APS Public Safety Software is a sole source product, manufactured, sold, serviced, and distributed exclusively by CentralSquare Technologies, LLC (CentralSquare). This product must be purchased directly by institutions from CentralSquare at the address listed above. There are no agents or dealers authorized to resell this product. APS Public Safety Software is sold only as a direct transaction between CentralSquare and end Clients.

Sincerely,

## Signature on File

Joe Beasley  
Vice President of Sales  
CentralSquare Technologies







## 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: Mar 10, 2023

Bid/Contract/PO #:

Company Name: CentralSquare Technologies LLC	Company Contact:
Contact Phone: 800-727-8088	Contact Email: info@centralsquare.com

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

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

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

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

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

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

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

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

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

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

### The full text for the county's ethics and procurement policies and ordinances are available at:

<http://www.dupageco.org/CountyBoard/Policies/>

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

Authorized Signature

DocuSigned by:

**Signature on File**

B91DD5AC1C024D5...

Printed Name

Billie Jo Belcher

Title

Asst. General Counsel

Date

Mar 10, 2023

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





## Judicial/Public Safety Resolution

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

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**File #:** JPS-R-0054-23

**Agenda Date:** 3/21/2023

**Agenda #:** 8.A.

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### APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH BLOOMINGDALE TOWNSHIP FOR POLICE SERVICES

WHEREAS, it is in the public interest that the County of DuPage enter into an Intergovernmental Agreement for Police Services with the Township of Bloomingdale; and

WHEREAS, the Judicial/Public Safety Committee of the County Board of the County of DuPage has examined and recommends approval of the attached INTERGOVERNMENTAL AGREEMENT, wherein Bloomingdale Township agrees to pay One Hundred Twenty-Nine Thousand Nine Hundred Forty Dollars and Fifty-Eight Cents (\$129,940.58) in exchange for police services in its township.

NOW, THEREFORE, BE IT RESOLVED by the County Board of the County of DuPage that:

1. The County Board Chair of the County of DuPage is authorized to enter into the attached INTERGOVERNMENTAL AGREEMENT.
2. The signature of James J. Mendrick, Sheriff of DuPage County affixed on the attached INTERGOVERNMENTAL AGREEMENT is hereby ratified by the County Board of the County of DuPage to the terms of said INTERGOVERNMENTAL AGREEMENT.
3. The "INTERGOVERNMENTAL AGREEMENT FOR POLICE CONTRACT SERVICES" be attached hereto and made part of this Resolution.

BE IT FURTHER RESOLVED that the County Clerk transmit ratified copies of this Resolution, with copies of said INTERGOVERNMENTAL AGREEMENT, to the Township of Bloomingdale, 123 N. Rosedale Avenue, Bloomingdale, IL 60108; Sheriff James J. Mendrick; the Auditor; the Treasurer; the Chief Financial Officer; and the Human Resources Department, Attn: Wages and Benefits Division.

Enacted and approved this 28<sup>th</sup> day of March, 2023 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK

February 21, 2023

I hereby certify that I am the duly elected and qualified Clerk of the Township of Bloomingdale, County of DuPage, State of Illinois, and keeper of the records of said Township, and the following is a true and correct copy of:

**Resolution 23-03; Resolution Approving an Intergovernmental Agreement  
for Special Police Services**

Dated this 21st day of February 2023.

**Signature on file**

\_\_\_\_\_  
Branka Poplonski  
Bloomingdale Township Clerk

(Seal)

**RESOLUTION 23-03  
A RESOLUTION  
APPROVING AN INTERGOVERNMENTAL AGREEMENT  
FOR SPECIAL POLICE SERVICES**

WHEREAS, pursuant to the provisions of 60 ILCS 1/30-155c, Bloomingdale Township electors voted to create a special police district in the unincorporated area of the Township; and

WHEREAS, an agreement with the DuPage County Sheriff to provide police services is necessary to implement the results of the referendum to establish a special police district;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE BLOOMINGDALE TOWNSHIP, DUPAGE COUNTY, ILLINOIS, as follows:

Section 1 That the Intergovernmental Agreement for Police Contract Services by and between the County of DuPage and Township of Bloomingdale be and is hereby approved. A copy of said Agreement is attached hereto, labeled "Exhibit 1" and made a part hereof.

Section 2 That the Supervisor and Clerk are hereby authorized and directed to execute said Agreement on behalf of Bloomingdale Township.

Section 3 That certified copies of this Resolution be transmitted to the DuPage County Clerk and DuPage County Sheriff.

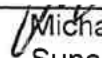
Passed this 21st day of February, 2023.

AYES: McGinn, Pransky, Rogers, Hovde

NAYS: None


ABSENT: Tolentino

Signature on file \_\_\_\_\_

  
Michael D. Hovde, Jr.  
Supervisor,  
Bloomingdale Township

Attest:

**Signature on file**

  
Branka Poplonski, Town Clerk  
Bloomingdale Township  
(Seal)

**INTERGOVERNMENTAL AGREEMENT  
FOR  
POLICE CONTRACT SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this **1st** day of **April, 2023**, by and between the County of DuPage (COUNTY), a body politic and corporate, the Sheriff of DuPage County (SHERIFF), and the Board of Trustees of the Township of Bloomingdale (TOWNSHIP), a body politic and corporate.

WITNESSETH:

WHEREAS, pursuant to Section 30-155(b) of the Township Code, the TOWNSHIP has created a special police district in its unincorporated area and has levied a tax as provided by said statute; and

WHEREAS, Section 10 of Article VII of the Illinois Constitution authorizes units of local government to share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance and authorizes officers of units of local government to participate in intergovernmental activities authorized by their units of government; and

WHEREAS, the electors of the TOWNSHIP have authorized its Board of Trustees to contract with the SHERIFF to furnish police protection in the unincorporated area of the township pursuant to Section 30-155(a) of the Township Code, a copy of a Resolution authorizing same being attached hereto as Exhibit A and made a part hereof by reference; and

WHEREAS, the Parties intend the SHERIFF shall furnish such police protection by detailing a special resident deputy sheriff to the special police district created by the TOWNSHIP in addition to any police protection he ordinarily provides in the exercise of his powers and duties as chief law enforcement officer of the county of DuPage, in particular, in the unincorporated areas of the County of DuPage; and

WHEREAS, the TOWNSHIP has previously contracted with the SHERIFF for such purposes with their most recent agreement being set to expire on March 31, 2023; and

WHEREAS, the Parties intend that the TOWNSHIP shall reimburse the COUNTY for eighty percent (80%) of the costs the SHERIFF incurs in detailing such resident deputy sheriff to the special police district as more specifically set forth herein.

NOW, THEREFORE, in consideration of the aforesaid and the promises and covenants contained herein, the parties do hereby agree as follows:

1. The SHERIFF agrees to detail one (1) resident deputy sheriff and squad car (collectively "resident deputy") to the TOWNSHIP's special police district. The resident deputy will be on duty ten (10) eight-hour days in each fourteen (14) day pay period. For the purpose of this Agreement, the resident deputy's pay periods shall commence on April 1, 2023, and every fourteen (14) days thereafter.
2. The SHERIFF agrees that he will regularly consult the TOWNSHIP Supervisor to receive suggestions and/or recommendations from said Supervisor relative to special areas of concern in the police district. The SHERIFF alone shall determine the need for services. In no event will the SHERIFF detail the services of the resident deputy to the TOWNSHIP in excess of two hundred sixty (260) days of any calendar year.
3. The SHERIFF agrees that he will not assign the resident deputy to duties outside of the boundaries of the TOWNSHIP's special police district except as hereinafter specified.
4. The SHERIFF agrees that the resident deputy will operate in addition to any of the SHERIFF's personnel operating within the TOWNSHIP in the normal course of their assigned duties as employees of the SHERIFF.
5. The Parties agree that the resident deputy and any vehicle or equipment utilized in the performance of this Agreement will at all times be property of the COUNTY and remain under the SHERIFF's control and direction.
6. The Parties agree that the SHERIFF will provide all necessary back-up service, personnel and equipment to assist the resident deputy, if, in the SHERIFF's discretion, such need arises, in order to assure the effective and safe performance of the SHERIFF's total law enforcement function in the unincorporated areas of the TOWNSHIP to the best of his ability based on availability and resources.
7. The Parties agree that in the event of an emergency elsewhere within the SHERIFF's jurisdiction, if the SHERIFF determines that the immediate response of his personnel is necessary, then the resident deputy shall be on call for such emergency and will be ordered to respond for the time necessary to abate the emergency.
8. The SHERIFF agrees to maintain reasonable records relative to the effectiveness of the operations, which are the subject of this Agreement. The resident deputy will keep daily logs noting his activities during each tour of duty. The SHERIFF or his designee will be available to discuss and report to the TOWNSHIP with respect to the resident deputy's activities as the TOWNSHIP may reasonably require.

9. The Parties expressly agree that any and all records generated in the implementation of and pursuant to Paragraph eight (8) of this Agreement are and will remain in the sole and exclusive custody of the SHERIFF and the contents thereof are not subject to release or disclosure, except as authorized or required by law. The SHERIFF shall make officer activity sheets available to the TOWNSHIP, provided that such sheets do not contain or constitute any portion of an official investigative report.
10. In consideration therefor, the TOWNSHIP will cause to be paid to the General Fund of the County of DuPage, the aggregate sum of One Hundred Twenty-Nine Thousand Nine Hundred Forty Dollars and Fifty-Eight Cents (\$129,940.58), said sum to be paid in twelve equal monthly installments of Ten Thousand Eight Hundred Twenty-Eight Dollars and Thirty-Nine Cents (\$10,828.39). The TOWNSHIP shall tender said payment to the SHERIFF on the first day of each month during the twelve (12) month period of this Agreement. Failure of the TOWNSHIP to remit payment as specified herein constitutes cause for rescission of this Agreement.
11. The parties hereto expressly agree that the term of this Agreement shall commence **April 1, 2023** and expire **March 31, 2024**. This Agreement may only be modified or amended by the written consent of all parties.
12. Pursuant to the authority conferred by Article VII of the Local Government and Governmental Employees Tort Immunity Act, the COUNTY agrees to indemnify and hold the TOWNSHIP harmless for any judgment in any action brought in a court of competent jurisdiction against the TOWNSHIP for any act or omission of the SHERIFF or any of his agents or employees resulting from the performance of this Agreement by the SHERIFF.
13. This writing constitutes the final expression of the Agreement of the Parties hereto. It is intended as a complete and exclusive statement of the terms of their Agreement, and it supersedes all prior and concurrent promises, representations, negotiations, discussions and agreements that may have been made in connection with the subject matter hereof.

TOWNSHIP OF BLOOMINGDALE

COUNTY OF DUPAGE

By: Signature on file  
Township Supervisor

By: \_\_\_\_\_  
Chair, DuPage County Board

By: Signature on file  
Sheriff of DuPage County

ATTEST: \_\_\_\_\_  
Township Clerk,

ATTEST: \_\_\_\_\_  
County Clerk





## Judicial/Public Safety Resolution

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

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**File #:** JPS-R-0055-23

**Agenda Date:** 3/21/2023

**Agenda #:** 8.B.

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### APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MILTON TOWNSHIP FOR POLICE SERVICES

WHEREAS, it is in the public interest that the County of DuPage enter into an Intergovernmental Agreement for Police Services with the Township of Milton; and

WHEREAS, the Judicial/Public Safety Committee of the County Board of the County of DuPage has examined and recommends approval of the attached INTERGOVERNMENTAL AGREEMENT, wherein Milton Township agrees to pay Three Hundred Eighty-Nine Thousand Eight Hundred Twenty-One Dollars and Seventy-Three Cents (\$389,821.73) in exchange for police services in its township.

NOW, THEREFORE, BE IT RESOLVED by the County Board of the County of DuPage that:

1. The County Board Chair of the County of DuPage is authorized to enter into the attached INTERGOVERNMENTAL AGREEMENT.
2. The signature of James J. Mendrick, Sheriff of DuPage County affixed on the attached INTERGOVERNMENTAL AGREEMENT is hereby ratified by the County Board of the County of DuPage to the terms of said INTERGOVERNMENTAL AGREEMENT.
3. The "INTERGOVERNMENTAL AGREEMENT FOR POLICE CONTRACT SERVICES" be attached hereto and made part of this Resolution.

BE IT FURTHER RESOLVED that the County Clerk transmit ratified copies of this Resolution, with copies of said INTERGOVERNMENTAL AGREEMENT, to the Township of Milton, 1492 N. Main Street, Wheaton, IL 60187; Sheriff James J. Mendrick; the Auditor; the Treasurer; the Chief Financial Officer; and the Human Resources Department, Attn: Wages and Benefits Division.

Enacted and approved this 28<sup>th</sup> day of March, 2023 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK

**INTERGOVERNMENTAL AGREEMENT  
FOR  
POLICE CONTRACT SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this 1st day of April, 2023, by and between the County of DuPage (COUNTY), a body politic and corporate, The Sheriff of DuPage County (SHERIFF), and the Board of Trustees of the Township of Milton (TOWNSHIP), a body politic and corporate.

**WITNESSETH:**

WHEREAS, pursuant to Section 30-155(b) of the Township Code, the TOWNSHIP has created a special police district in its unincorporated area and has levied a tax as provided by said statute; and

WHEREAS, Section 10 of Article VII of the Illinois Constitution authorizes units of local government to share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance and authorizes officers of units of local government to participate in intergovernmental activities authorized by their units of government; and

WHEREAS, the electors of the TOWNSHIP have authorized its Board of Trustees to contract with the SHERIFF to furnish police protection in the unincorporated area of the township pursuant to Section 30-155(a) of the Township Code, a copy of a Resolution authorizing same being attached hereto as Exhibit A and made a part hereof by reference; and

WHEREAS, the Parties intend the SHERIFF shall furnish such police protection by detailing a special resident deputy sheriff to the special police district created by the TOWNSHIP in addition to any police protection he ordinarily provides in the exercise of his powers and duties as chief law enforcement officer of the county of DuPage, in particular, in the unincorporated areas of the County of DuPage; and

WHEREAS, the TOWNSHIP has previously contracted with the SHERIFF for such purposes with their most recent agreement being set to expire on March 31, 2023; and

WHEREAS, the Parties intend that the TOWNSHIP shall reimburse the COUNTY for eighty percent (80%) of the costs the SHERIFF incurs in detailing such resident deputy sheriff to the special police district as more specifically set forth herein.

NOW, THEREFORE, in consideration of the aforesaid and the promises and covenants contained herein, the parties do hereby agree as follows:

1. The SHERIFF agrees to detail three (3) resident deputy sheriffs and squad cars (collectively "resident deputies") to the TOWNSHIP's special police district. The resident deputies will be on duty ten (10) eight-hour days in each fourteen (14) day pay period. For the purpose of this Agreement, the resident deputy's pay periods shall commence on April 1, 2023, and every fourteen (14) days thereafter.
2. The SHERIFF agrees that he will regularly consult the TOWNSHIP Supervisor to receive suggestions and/or recommendations from said Supervisor relative to special areas of concern in the police district. The SHERIFF alone shall determine the need for services. In no event will the SHERIFF detail the services of the resident deputies to the TOWNSHIP in excess of two hundred sixty (260) days of any calendar year.
3. The SHERIFF agrees that he will not assign the resident deputies to duties outside of the boundaries of the TOWNSHIP's special police district except as hereinafter specified.
4. The SHERIFF agrees that the resident deputies will operate in addition to any of the SHERIFF's personnel operating within the TOWNSHIP in the normal course of their assigned duties as employees of the SHERIFF.
5. The Parties agree that the resident deputies and any vehicle or equipment utilized in the performance of this Agreement will at all times be property of the COUNTY and remain under the SHERIFF's control and direction.
6. The Parties agree that the SHERIFF will provide all necessary back-up service, personnel and equipment to assist the resident deputies, if, in the SHERIFF's discretion, such need arises, in order to assure the effective and safe performance of the SHERIFF's total law enforcement function in the unincorporated areas of the TOWNSHIP to the best of his ability based on availability and resources.
7. The Parties agree that in the event of an emergency elsewhere within the SHERIFF's jurisdiction, if the SHERIFF determines that the immediate response of his personnel is necessary, then the resident deputies shall be on call for such emergency and will be ordered to respond for the time necessary to abate the emergency.
8. The SHERIFF agrees to maintain reasonable records relative to the effectiveness of the operations, which are the subject of this Agreement. The resident deputies will keep daily logs noting their activities during each tour of duty. The SHERIFF or his designee will be available to discuss and report to the TOWNSHIP with respect to the resident deputies' activities as the TOWNSHIP may reasonably require.

9. The Parties expressly agree that any and all records generated in the implementation of and pursuant to Paragraph eight (8) of this Agreement are and will remain in the sole and exclusive custody of the SHERIFF and the contents thereof are not subject to release or disclosure, except as authorized or required by law. The SHERIFF shall make officer activity sheets available to the TOWNSHIP, provided that such sheets do not contain or constitute any portion of an official investigative report.
10. In consideration therefor, the TOWNSHIP will cause to be paid to the General Fund of the County of DuPage, the aggregate sum of Three Hundred Eighty-Nine Thousand Eight Hundred Twenty-One Dollars and Seventy-Three Cents (\$389,821.73), said sum to be paid in twelve equal monthly installments of Thirty-Two Thousand Four Hundred Eighty-Five Dollars and Fifteen Cents (\$32,485.15). The TOWNSHIP shall tender said payment to the SHERIFF on the first day of each month during the twelve (12) month period of this Agreement. Failure of the TOWNSHIP to remit payment as specified herein constitutes cause for rescission of this Agreement.
11. The parties hereto expressly agree that the term of this Agreement shall commence **April 1, 2023** and expire **March 31, 2024**. This Agreement may only be modified or amended by the written consent of all parties.
12. Pursuant to the authority conferred by Article VII of the Local Government and Governmental Employees Tort Immunity Act, the COUNTY agrees to indemnify and hold the TOWNSHIP harmless for any judgment in any action brought in a court of competent jurisdiction against the TOWNSHIP for any act or omission of the SHERIFF or any of his agents or employees resulting from the performance of this Agreement by the SHERIFF.
13. This writing constitutes the final expression of the Agreement of the Parties hereto. It is intended as a complete and exclusive statement of the terms of their Agreement, and it supersedes all prior and concurrent promises, representations, negotiations, discussions and agreements that may have been made in connection with the subject matter hereof.

TOWNSHIP OF MILTON

COUNTY OF DUPAGE

Signature on file

By: \_\_\_\_\_

Township Supervisor

Signature on file

ATTEST: \_\_\_\_\_

Township Clerk

By: \_\_\_\_\_

Chair, DuPage County Board

By: \_\_\_\_\_

Signature on file

Sheriff of DuPage County

ATTEST: \_\_\_\_\_

County Clerk



## Judicial/Public Safety Resolution

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

**File #:** JPS-R-0056-23

**Agenda Date:** 3/21/2023

**Agenda #:** 8.C.

### APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH WAYNE TOWNSHIP FOR POLICE SERVICES

WHEREAS, it is in the public interest that the County of DuPage enter into an Intergovernmental Agreement for Police Services with the Township of Wayne; and

WHEREAS, the Judicial/Public Safety Committee of the County Board of the County of DuPage has examined and recommends approval of the attached INTERGOVERNMENTAL AGREEMENT, wherein Wayne Township agrees to pay One Hundred Twenty-Nine Thousand Nine Hundred Forty Dollars and Fifty-Eight Cents (\$129,940.58) in exchange for police services in its township.

NOW, THEREFORE, BE IT RESOLVED by the County Board of the County of DuPage that:

1. The County Board Chair of the County of DuPage is authorized to enter into the attached INTERGOVERNMENTAL AGREEMENT.
2. The signature of James J. Mendrick, Sheriff of DuPage County affixed on the attached INTERGOVERNMENTAL AGREEMENT is hereby ratified by the County Board of the County of DuPage to the terms of said INTERGOVERNMENTAL AGREEMENT.
3. The "INTERGOVERNMENTAL AGREEMENT FOR POLICE CONTRACT SERVICES" be attached hereto and made part of this Resolution.

BE IT FURTHER RESOLVED that the County Clerk transmit ratified copies of this Resolution, with copies of said INTERGOVERNMENTAL AGREEMENT, to the Township of Wayne, 27W031 North Avenue, West Chicago, IL 60185; Sheriff James J. Mendrick; the Auditor; the Treasurer; the Chief Financial Officer; and the Human Resources Department, Attn: Wages and Benefits Division.

Enacted and approved this 28<sup>th</sup> day of March, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK

**INTERGOVERNMENTAL AGREEMENT  
FOR  
POLICE CONTRACT SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this 1st day of April, 2023, by and between the County of DuPage (COUNTY), a body politic and corporate, the Sheriff of DuPage County (SHERIFF), and the Board of Trustees of the Township of Wayne (TOWNSHIP), a body politic and corporate.

WITNESSETH:

WHEREAS, pursuant to Section 30-155(b) of the Township Code, the TOWNSHIP has created a special police district in its unincorporated area and has levied a tax as provided by said statute; and

WHEREAS, Section 10 of Article VII of the Illinois Constitution authorizes units of local government to share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance and authorizes officers of units of local government to participate in intergovernmental activities authorized by their units of government; and

WHEREAS, the electors of the TOWNSHIP have authorized its Board of Trustees to contract with the SHERIFF to furnish police protection in the unincorporated area of the township pursuant to Section 30-155(a) of the Township Code, a copy of a Resolution authorizing same being attached hereto as Exhibit A and made a part hereof by reference; and

WHEREAS, the Parties intend the SHERIFF shall furnish such police protection by detailing a special resident deputy sheriff to the special police district created by the TOWNSHIP in addition to any police protection he ordinarily provides in the exercise of his powers and duties as chief law enforcement officer of the county of DuPage, in particular, in the unincorporated areas of the County of DuPage; and

WHEREAS, the TOWNSHIP has previously contracted with the SHERIFF for such purposes with their most recent agreement being set to expire on March 31, 2023; and

WHEREAS, the Parties intend that the TOWNSHIP shall reimburse the COUNTY for eighty percent (80%) of the costs the SHERIFF incurs in detailing such resident deputy sheriff to the special police district as more specifically set forth herein.

NOW, THEREFORE, in consideration of the aforesaid and the promises and covenants contained herein, the parties do hereby agree as follows:

1. The SHERIFF agrees to detail one (1) resident deputy sheriff and squad car (collectively "resident deputy") to the TOWNSHIP's special police district. The resident deputy will be on duty ten (10) eight-hour days in each fourteen (14) day pay period. For the purpose of this Agreement, the resident deputy's pay periods shall commence on April 1, 2023, and every fourteen (14) days thereafter.
2. The SHERIFF agrees that he will regularly consult the TOWNSHIP Supervisor to receive suggestions and/or recommendations from said Supervisor relative to special areas of concern in the police district. The SHERIFF alone shall determine the need for services. In no event will the SHERIFF detail the services of the resident deputy to the TOWNSHIP in excess of two hundred sixty (260) days of any calendar year.
3. The SHERIFF agrees that he will not assign the resident deputy to duties outside of the boundaries of the TOWNSHIP's special police district except as hereinafter specified.
4. The SHERIFF agrees that the resident deputy will operate in addition to any of the SHERIFF's personnel operating within the TOWNSHIP in the normal course of their assigned duties as employees of the SHERIFF.
5. The Parties agree that the resident deputy and any vehicle or equipment utilized in the performance of this Agreement will at all times be property of the COUNTY and remain under the SHERIFF's control and direction.
6. The Parties agree that the SHERIFF will provide all necessary back-up service, personnel and equipment to assist the resident deputy, if, in the SHERIFF's discretion, such need arises, in order to assure the effective and safe performance of the SHERIFF's total law enforcement function in the unincorporated areas of the TOWNSHIP to the best of his ability based on availability and resources.
7. The Parties agree that in the event of an emergency elsewhere within the SHERIFF's jurisdiction, if the SHERIFF determines that the immediate response of his personnel is necessary, then the resident deputy shall be on call for such emergency and will be ordered to respond for the time necessary to abate the emergency.
8. The SHERIFF agrees to maintain reasonable records relative to the effectiveness of the operations, which are the subject of this Agreement. The resident deputy will keep daily logs noting his activities during each tour of duty. The SHERIFF or his designee will be available to discuss and report to TOWNSHIP with respect to the resident deputy's activities as the TOWNSHIP may reasonably require.



9. The Parties expressly agree that any and all records generated in the implementation of and pursuant to Paragraph eight (8) of this Agreement are and will remain in the sole and exclusive custody of the SHERIFF and the contents thereof are not subject to release or disclosure, except as authorized or required by law. The SHERIFF shall make officer activity sheets available to the TOWNSHIP, provided that such sheets do not contain or constitute any portion of an official investigative report.
10. In consideration therefor, the TOWNSHIP will cause to be paid to the General Fund of the County of DuPage, the aggregate sum of One Hundred Twenty-Nine Thousand Nine Hundred Forty Dollars and Fifty-Eight Cents (\$129,940.58), said sum to be paid in twelve equal monthly installments of Ten Thousand Eight Hundred Twenty-Eight Dollars and Thirty-Nine Cents (\$10,828.39). The TOWNSHIP shall tender said payment to the SHERIFF on the first day of each month during the twelve (12) month period of this Agreement. Failure of the TOWNSHIP to remit payment as specified herein constitutes cause for rescission of this Agreement.
11. The parties hereto expressly agree that the term of this Agreement shall commence **April 1, 2023** and expire **March 31, 2024**. This Agreement may only be modified or amended by the written consent of all parties.
12. Pursuant to the authority conferred by Article VII of the Local Government and Governmental Employees Tort Immunity Act, the COUNTY agrees to indemnify and hold the TOWNSHIP harmless for any judgment in any action brought in a court of competent jurisdiction against the TOWNSHIP for any act or omission of the SHERIFF or any of his agents or employees resulting from the performance of this Agreement by the SHERIFF.
13. This writing constitutes the final expression of the Agreement of the Parties hereto. It is intended as a complete and exclusive statement of the terms of their Agreement, and it supersedes all prior and concurrent promises, representations, negotiations, discussions and agreements that may have been made in connection with the subject matter hereof.

TOWNSHIP OF WAYNE

COUNTY OF DUPAGE

By: Signature on file

By:

Township Supervisor

By:

Chair, DuPage County Board

By:

Sheriff of DuPage County

ATTEST: Signature on file

ATTEST:

Township Clerk

ATTEST:

County Clerk





## Judicial/Public Safety Resolution

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

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**File #:** JPS-R-0057-23

**Agenda Date:** 3/21/2023

**Agenda #:** 8.D.

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### APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH YORK TOWNSHIP FOR POLICE SERVICES

WHEREAS, it is in the public interest that the County of DuPage enter into an Intergovernmental Agreement for Police Services with the Township of York; and

WHEREAS, the Judicial/Public Safety Committee of the County Board of the County of DuPage has examined and recommends approval of the attached INTERGOVERNMENTAL AGREEMENT, wherein York Township agrees to pay One Hundred Twenty-Nine Thousand Nine Hundred Forty Dollars and Fifty-Eight Cents (\$129,940.58) in exchange for police services in its township.

NOW, THEREFORE, BE IT RESOLVED by the County Board of the County of DuPage that:

1. The County Board Chair of the County of DuPage is authorized to enter into the attached INTERGOVERNMENTAL AGREEMENT.
2. The signature of James J. Mendrick, Sheriff of DuPage County affixed on the attached INTERGOVERNMENTAL AGREEMENT is hereby ratified by the County Board of the County of DuPage to the terms of said INTERGOVERNMENTAL AGREEMENT.
3. The "INTERGOVERNMENTAL AGREEMENT FOR POLICE CONTRACT SERVICES" be attached hereto and made part of this Resolution.

BE IT FURTHER RESOLVED that the County Clerk transmit ratified copies of this Resolution, with copies of said INTERGOVERNMENTAL AGREEMENT, to the Township of York, 1502 S. Meyers Road, Lombard, IL 60148; Sheriff James J. Mendrick; the Auditor; the Treasurer; the Chief Financial Officer; and the Human Resources Department, Attn: Wages and Benefits Division.

Enacted and approved this 28<sup>th</sup> day of March, 2023 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK

**INTERGOVERNMENTAL AGREEMENT  
FOR  
POLICE CONTRACT SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this 1st day of April, 2023, by and between the County of DuPage (COUNTY), a body politic and corporate, the Sheriff of DuPage County (SHERIFF), and the Board of Trustees of the Township of York (TOWNSHIP), a body politic and corporate.

WITNESSETH:

WHEREAS, pursuant to Section 30-155(b) of the Township Code, the TOWNSHIP has created a special police district in its unincorporated area and has levied a tax as provided by said statute; and

WHEREAS, Section 10 of Article VII of the Illinois Constitution authorizes units of local government to share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance and authorizes officers of units of local government to participate in intergovernmental activities authorized by their units of government; and

WHEREAS, the electors of the TOWNSHIP have authorized its Board of Trustees to contract with the SHERIFF to furnish police protection in the unincorporated area of the township pursuant to Section 30-155(a) of the Township Code, a copy of a Resolution authorizing same being attached hereto as Exhibit A and made a part hereof by reference; and

WHEREAS, the Parties intend the SHERIFF shall furnish such police protection by detailing a special resident deputy sheriff to the special police district created by the TOWNSHIP in addition to any police protection he ordinarily provides in the exercise of his powers and duties as chief law enforcement officer of the county of DuPage, in particular, in the unincorporated areas of the County of DuPage; and

WHEREAS, the TOWNSHIP has previously contracted with the SHERIFF for such purposes with their most recent agreement being set to expire on March 31, 2023; and

WHEREAS, the Parties intend that the TOWNSHIP shall reimburse the COUNTY for eighty percent (80%) of the costs the SHERIFF incurs in detailing such resident deputy sheriff to the special police district as more specifically set forth herein.

NOW, THEREFORE, in consideration of the aforesaid and the promises and covenants contained herein, the parties do hereby agree as follows:

1. The SHERIFF agrees to detail one (1) resident deputy sheriff and squad car (collectively "resident deputy") to the TOWNSHIP's special police district. The resident deputy will be on duty ten (10) eight-hour days in each fourteen (14) day pay period. For the purpose of this Agreement, the resident deputy's pay periods shall commence on April 1, 2023, and every fourteen (14) days thereafter.
2. The SHERIFF agrees that he will regularly consult the TOWNSHIP Supervisor to receive suggestions and/or recommendations from said Supervisor relative to special areas of concern in the police district. The SHERIFF alone shall determine the need for services. In no event will the SHERIFF detail the services of the resident deputy to the TOWNSHIP in excess of two hundred sixty (260) days of any calendar year.
3. The SHERIFF agrees that he will not assign the resident deputy to duties outside of the boundaries of the TOWNSHIP's special police district except as hereinafter specified.
4. The SHERIFF agrees that the resident deputy will operate in addition to any of the SHERIFF's personnel operating within the TOWNSHIP in the normal course of their assigned duties as employees of the SHERIFF.
5. The Parties agree that the resident deputy and any vehicle or equipment utilized in the performance of this Agreement will at all times be property of the COUNTY and remain under the SHERIFF's control and direction.
6. The Parties agree that the SHERIFF will provide all necessary back-up service, personnel and equipment to assist the resident deputy, if, in the SHERIFF's discretion, such need arises, in order to assure the effective and safe performance of the SHERIFF's total law enforcement function in the unincorporated areas of the TOWNSHIP to the best of his ability based on availability and resources.
7. The Parties agree that in the event of an emergency elsewhere within the SHERIFF's jurisdiction, if the SHERIFF determines that the immediate response of his personnel is necessary, then the resident deputy shall be on call for such emergency and will be ordered to respond for the time necessary to abate the emergency.
8. The SHERIFF agrees to maintain reasonable records relative to the effectiveness of the operations, which are the subject of this Agreement. The resident deputy will keep daily logs noting his activities during each tour of duty. The SHERIFF or his designee will be available to discuss and report to TOWNSHIP with respect to the resident deputy's activities as the TOWNSHIP may reasonably require.

9. The Parties expressly agree that any and all records generated in the implementation of and pursuant to Paragraph eight (8) of this Agreement are and will remain in the sole and exclusive custody of the SHERIFF and the contents thereof are not subject to release or disclosure, except as authorized or required by law. The SHERIFF shall make officer activity sheets available to the TOWNSHIP, provided that such sheets do not contain or constitute any portion of an official investigative report.
10. In consideration therefor, the TOWNSHIP will cause to be paid to the General Fund of the County of DuPage, the aggregate sum of One Hundred Twenty-Nine Thousand Nine Hundred Forty Dollars and Fifty-Eight Cents (\$129,940.58), said sum to be paid in twelve equal monthly installments of Ten Thousand Eight Hundred Twenty-Eight Dollars and Thirty-Nine Cents (\$10,828.39). The TOWNSHIP shall tender said payment to the SHERIFF on the first day of each month during the twelve (12) month period of this Agreement. Failure of the TOWNSHIP to remit payment as specified herein constitutes cause for rescission of this Agreement.
11. The parties hereto expressly agree that the term of this Agreement shall commence **April 1, 2023** and expire **March 31, 2024**. This Agreement may only be modified or amended by the written consent of all parties.
12. Pursuant to the authority conferred by Article VII of the Local Government and Governmental Employees Tort Immunity Act, the COUNTY agrees to indemnify and hold the TOWNSHIP harmless for any judgment in any action brought in a court of competent jurisdiction against the TOWNSHIP for any act or omission of the SHERIFF or any of his agents or employees resulting from the performance of this Agreement by the SHERIFF.
13. This writing constitutes the final expression of the Agreement of the Parties hereto. It is intended as a complete and exclusive statement of the terms of their Agreement, and it supersedes all prior and concurrent promises, representations, negotiations, discussions and agreements that may have been made in connection with the subject matter hereof.

TOWNSHIP OF YORK

COUNTY OF DUPAGE

Signature on file

By: [Signature] Township Supervisor

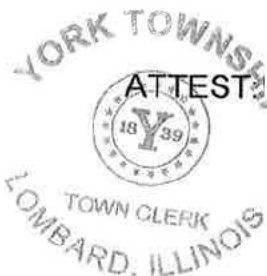
By: \_\_\_\_\_  
Chair, DuPage County Board

By: \_\_\_\_\_  
Sheriff of DuPage County

Signature on file

ATTEST: [Signature] Township Clerk

ATTEST: \_\_\_\_\_  
County Clerk





## Judicial/Public Safety Resolution

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** JPS-R-0058-23

**Agenda Date:** 3/21/2023

**Agenda #:** 8.E.

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### INTERGOVERNMENTAL HOUSING AGREEMENT BETWEEN DUPAGE COUNTY AND KENDALL COUNTY FOR THE HOUSING OF PRISONERS

WHEREAS, the County of DuPage, Illinois, a unit of local government and the Sheriff of DuPage County and the County of Kendall, Illinois, a unit of local government and the Sheriff of Kendall County (hereinafter collectively referred to as "the Parties"), are desirous of entering into an Intergovernmental Housing Agreement for reciprocal housing of prisoners; and

WHEREAS, the Parties are units of local government within the meaning of Section 10 of Article 7 of the Constitution of the State of Illinois; and

WHEREAS, the Parties are also public agencies within the meaning of the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.); and

WHEREAS, the Parties are authorized to contract among themselves to obtain or share services, or exercise, combine, or transfer any power or function in any manner not prohibited by law (5 ILCS 220/3); and

WHEREAS, counties are required to keep and maintain a jail facility in its county for its use, which may be satisfied by a single jail facility jointly used and maintained by two counties (730 ILCS 125/1); and

WHEREAS, the Parties agree that it is in their best interest to enter into a contract to obtain and provide the available housing for their respective prisoners; and

WHEREAS, for purposes of this Agreement, the party to be housing the other party's prisoners and detainees shall hereinafter be referred to as the "Housing Party", and the party requesting their prisoners and detainees be housed outside the confines of their own facility and, instead be housed at the Housing Party's facility shall hereinafter be referred to as the "Non-Housing Party"; and

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Intergovernmental Housing Agreement shall be and is hereby approved; and

BE IT FURTHER RESOLVED that the DuPage County Clerk transmit copies of this resolution to the Auditor, Treasurer, Finance Department, Sheriff, State's Attorney, the County Board, the Kendall County Clerk and one copy to the Kendall County Sheriff.

Enacted and approved this 28<sup>th</sup> day of March, 2023 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK

**INTERGOVERNMENTAL HOUSING AGREEMENT  
BETWEEN DUPAGE COUNTY AND KENDALL COUNTY  
FOR THE HOUSING OF PRISONERS**

This Intergovernmental Housing Agreement ("Agreement") is made and entered into upon the date of acceptance by all parties hereto, by and between the County of Kendall, Illinois, a unit of local government, and the Sheriff of Kendall County (hereinafter collectively referred to as "Kendall County"), and the County of DuPage, Illinois, a unit of local government and the Sheriff of DuPage County (hereinafter collectively referred to as "DuPage County"). For purposes of this Agreement, Kendall County and DuPage County shall collectively be referred to hereinafter as "the Parties".

**RECITALS**

WHEREAS, the Parties are units of local government within the meaning of Section 10 of Article 7 of the Constitution of the State of Illinois; and

WHEREAS, the Parties are also public agencies within the meaning of the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*); and

WHEREAS, the Parties are authorized to contract among themselves to obtain or share services, or exercise, combine, or transfer any power or function in any manner not prohibited by law (5 ILCS 220/3); and

WHEREAS, counties are required to keep and maintain a jail facility in its county for its use, which may be satisfied by a single jail facility jointly used and maintained by two counties (730 ILCS 125/1); and

WHEREAS, the Parties agree that it is in their best interest to enter into a contract to obtain and provide the available housing for their respective prisoners; and

WHEREAS, for purposes of this Agreement, the party to be housing the other party's prisoners and detainees shall hereinafter be referred to as the "Housing Party", and the party requesting their prisoners and detainees be housed outside the confines of their own facility and, instead be housed at the Housing Party's facility shall hereinafter be referred to as the "Non-Housing Party"; and

NOW THEREFORE, in consideration of the foregoing and the covenants contained herein, the parties do hereby agree and covenant as follows:

**1. RECITALS**

The recitals set forth above are incorporated in this Agreement by reference and made a part of this Agreement.

**2. HOUSING**

The Housing Party agrees to provide housing for the Non-Housing Party's prisoners and detainees as hereinafter provided. The Parties agree the Housing Party shall make available to the Non-Housing Party as many available beds as can be conveniently provided, subject to the needs of both the Housing and Non-Housing Parties.

### **3. CLASSIFICATION OF PRISONERS**

The Non-Housing Party's prisoners and detainees eligible to be housed by the Housing Party will be limited to the following classified offenders:

- a) Prisoners and detainees currently serving sentences imposed for commission of a misdemeanor who are within one year of release.
- b) Prisoners and detainees currently serving sentences imposed for commission of felony offenses who, as a condition of probation, are required to be incarcerated for a period of six months or less.
- c) Prisoners and detainees who are of pre-trial and pre-sentence classification.
- d) Prisoners and detainees remanded to the custody of the Non-Housing Party.

The Non-Housing Party's prisoners and detainees to be housed by the Housing Party will not include Federal prisoners and detainees or Cook County prisoners and detainees, or any other prisoners and detainees for whom the Non-Housing Party is receiving a fee pursuant to agreement.

It is further expressly agreed by and between the parties hereto that the Housing Party shall not be obligated to accept Non-Housing Party prisoners who exhibit or have exhibited any manifest physical or mental health problems or incorrigible behavior. The Housing Party may contact the Non-Housing Party to return forthwith to the Housing Party, any previously accepted prisoner who consistently violates the rules and regulations of the Housing Party's Jail or who constitutes a continuing disciplinary problem and interrupts the orderly administration of the Housing Party's Facility.

### **4. LOCATION OF HOUSING**

All housing to be made available by DuPage County as the Housing Party will be at the facility located at 501 N County Farm Rd, Wheaton, IL and no other DuPage County facility will be utilized pursuant to this Agreement.

All housing to be made available by Kendall County as the Housing Party will be at the facility located at 1102 Cornell Lane, Yorkville, Illinois, County of Kendall, and no other Kendall County facility will be utilized pursuant to this Agreement.

### **5. POLICY AND SCOPE OF SERVICES**

The Housing Party shall securely keep all such prisoners and detainees delivered to and accepted by them by the Non-Housing Party pursuant to the terms of this Agreement.

The Housing Party shall comply with the requirements of the Unified Code of Corrections (730 ILCS 5/1 *et seq.*), the Illinois County Jail Act (730 ILCS 125/1 *et seq.*), and all other applicable laws regarding adequate care, food, bedding, clothing, inspection, supervision, mail privileges, personal hygiene and facilities, haircuts, recreation, commissary, laundry, religious ministrations, and access to a television or a radio system.

The Parties further agree as follows:



- a) Commissary: The Housing Party shall maintain a Commissary account for each Non-Housing Party's prisoner with the purpose of permitting purchases as permitted by the Housing Party's rules and regulations.
- b) Clothing: The Housing Party agrees to provide appropriate jail uniforms to the Non-Housing Party's prisoners and detainees for the duration of their incarceration at the Housing Party's facility.
- c) Prisoner Funds: The Housing Party agrees to hold the private monies of the Non-Housing Party's prisoners and detainees while they are in the Housing Party's facility. If the Non-Housing Party's prisoner or detainee is transferred to another detention or correctional facility, said prisoner may submit a request in writing to the Housing Party, that the funds be sent to the new facility. The prisoner's written request must include the prisoner's name, address of the facility, and their correct prisoner identification number.
- d) Non-Discrimination: The Parties agree no prisoner confined in the Housing Party's facility pursuant to the terms of this Agreement shall be subjected to unlawful discrimination in any manner relating to their confinement on the basis of the prisoner's age, gender, race, color, religion, national origin, and/or any other legally protected basis.
- e) PREA Compliance: As of the date of execution of this AGREEMENT, the Housing Party has adopted and the Housing Party's jail is in compliance with the national standards to prevent, detect and respond to sexual abuse and sexual harassment as outlined in the applicable provisions of the Prison Rape elimination Act (P.R.E.A.) Parts 115.5 through 28 C.F.R. 115.405 including monitoring to ensure compliance with said standards.

## **6. TRANSPORTATION AND REMOVAL OF PRISONERS**

The Non-Housing Party or the arresting agency, at their expense, shall deliver any and all Non-Housing Party prisoners and detainees to the Housing Party's facility, together with a duly authenticated copy of commitment with the Non-Housing Party, and any other papers or documents authorizing detention.

The Non-Housing Party shall, at their expense, deliver any and all prisoners to the Housing Party's Jail, together with a duly authenticated copy of commitment and any other official paper or document authorizing detention. The Non-Housing Party will provide a summary of the personal history, behavior and a complete copy of the health records of each prisoner to the Housing Party for each prisoner to be incarcerated in the Housing Party's Jail, which shall precede or accompany each prisoner and shall be returned to the Non-Housing Party upon the release or transfer of said prisoner. Copies of any/all such records will remain the property of the Housing Party. Copies of any behavior and health records generated for each Non-Housing Party prisoner by the Housing Party shall be provided to the Non-Housing Party upon return of the prisoner to the Non-Housing Party's Jail.

It is further expressly agreed by and between the Parties that all Non-Housing Party prisoners and detainees held in the Housing Party's facility pursuant to this Agreement may not be removed by any person or persons without an order or writ from a court of competent jurisdiction or permission from the Non-Housing Party's Sheriff, or their designee, except for emergency medical treatment.

It is further expressly agreed by and between the parties hereto that any Non-Housing Party's Prisoner in the Housing Party's Jail who is subject to discharge by due course of law shall be returned to the custody of the Non-Housing Party on the day prior to the date set for discharge and the transportation of said prisoner shall be the sole responsibility of the Non-Housing Party.

The Housing Party shall, at no additional expense to the Non-Housing Party, comply with all writs and other valid process, including the transportation of the Non-Housing Party's prisoners and detainees within the Housing Party's County. However, if the writ is issued for the prisoner's appearance in the Non-Housing Party's Circuit Court or in any other jurisdiction outside of the Housing Party's County, the Non-Housing Party shall provide all transport therefore at no additional expense to the Housing Party.

## **7. PAYMENT**

As consideration for the foregoing, the Parties hereby agree to the following:

- a. If the Non-Housing Party's prisoner is housed in the Housing Party's facility, the Housing Party shall bill the Non-Housing Party at the following rate:
  - i. For prisoners and detainees housed in the Housing Party's facility at any time from the effective date of this Agreement through November 30, 2024 of this Agreement, the billing rate shall be Seventy-Five Dollars and Zero Cents (\$75.00) per calendar day per prisoner housed at the Housing Party's facility.
  - ii. For prisoners and detainees housed in the Housing Party's facility at any time after November 30, 2024 of this Agreement, the billing rate shall be Seventy-Eight Dollars and Zero Cents (\$78.00) per calendar day per prisoner housed at the Housing Party's facility.
- b. For the purpose of this Agreement, if the Non-Housing Party's prisoner or detainee is held at the Housing Party's facility for any portion of a given day, the prisoner shall be considered held for a whole calendar day for billing purposes.
- c. All billing records and evidence of services performed as may be reasonably required by the Non-Housing Party shall be supplied by the Housing Party.
- d. The Housing Party shall submit monthly invoices to the Non-Housing Party citing the number of utilized beds at the applicable daily rate set forth above. Invoices may be sent by U.S. mail or via email to the Non-Housing Party's Sheriff or their designee. Invoices are to be paid to the Housing Party within a reasonable time after their receipt but no later than sixty (60) calendar days from the date the invoice is dated and sent. Failure of the

Non-Housing Party to so remit payment in a timely manner shall constitute a breach of this Agreement and will constitute cause for early termination of the Agreement.

## **8 MEDICAL CARE**

The Housing Party shall provide all reasonable and necessary medical, dental and psychological care to all Non-Housing Party prisoners and detainees in the Housing Party's facility. Reasonable and necessary care is that which is required by applicable law. In any event, the Housing Party shall provide such in-house medical, optical, dental, medical prescription care and psychological services provided to other prisoners and detainees confined in the Housing Party's facility.

It is expressly agreed by and between the Parties hereto that hospitalization, including ambulance transport, and non-routine medical, psychological, and dental care that cannot be provided in-house, including prescriptions, or any such prisoner or detainee care where such hospitalization, including ambulance transport, and non-routine medical, psychological, and dental care that cannot be provided in-house, including prescriptions, is authorized and mandated by any physician in the employ of, or under contract to the Housing Party will be the financial responsibility of the Non-Housing Party. In consideration therefore, the Non-Housing Party shall pay to the Housing Party the costs of medical care and attention for the Non-Housing Party's prisoners and detainees, if such medical care is not billed directly by the medical provider to the Non-Housing Party. At the time of mandated medical care or as soon thereafter as possible, the Housing County's Sheriff or designee shall notify the Non-Housing Party's Sheriff or designee, of the mandated medical care and the name of the medical care provider. If a Non-Housing Party's prisoner is admitted for in-patient services, the Non-Housing Party will provide the guard or guards as required during the time of such medical care.

## **9 MERITORIOUS GOOD TIME**

It is expressly agreed by and between the Parties hereto, that all good time to be awarded to any Non-Housing Party's prisoner in the Housing Party's facility will be awarded by the original incarcerating authority, pursuant to the County Jail Good Behavior Allowance Act, 730 ILCS 130/1 *et seq.*, and all sentence computations for the Non-Housing Party's prisoners and detainees serving sentences and confined in the Housing Party's facility will be prepared by the Non-Housing Party's Sheriff or their designee.

## **10 DOCUMENTATION AND ESCAPE OF PRISONER**

The Housing Party agrees to document fully and to prepare an incident report on the Housing Party's customary forms regarding unusual or notable occurrences involving the Non-Housing Party's prisoners and detainees in the Housing Party's facility including but not limited to: the use of force by one or more of the Housing Party's employees; loss of property; fire; prisoner misconduct; the prisoner's escape or attempted escape; criminal activity involving the prisoner; or the prisoner's death or suicide attempt. These reports will be forwarded immediately to the Non-Housing Party's Sheriff or their designee. The Non-Housing Party acknowledges and understands

that they will only receive reports regarding the Non-Housing Party's prisoners and detainees that would be prepared by the Housing Party in the normal course of business.

In the case of the escape or attempted escape of a Non-Housing Party's prisoner confined in the Housing Party's facility, the Housing Party's Sheriff or their designee shall notify the Non-Housing Party's Sheriff or their designee promptly and use all reasonable means to recapture the prisoner. The escape of a Non-Housing Party's prisoner must be reported immediately by telephone to the Non-Housing Party's Sheriff or their designee. The date of such escape and the return to custody must be reported in writing to the Non-Housing Party's Sheriff or their designee within forty-eight (48) hours.

## **11 RULES AND REGULATIONS**

It is agreed by and between the Parties hereto that all Non-Housing Party prisoners and detainees transferred to the Housing Party's facility under this Agreement are subject to the rules and regulations of the Housing Party's facility and the privileges or restrictions attaching thereto, and are subject to no other rules and regulations or the granting of any privileges attaching to the Non-Housing Party's facility while the Non-Housing Party's prisoners and detainees are in the custody of the Housing Party.

## **12 INDEMNIFICATION**

The Housing Party shall be responsible for and shall indemnify, defend and hold harmless the Non-Housing Party and the Non-Housing Party's agents, officers and employees from any and all liabilities, claims, demands, or suits brought by any Non-Housing Party's prisoner arising out of any act or omission of the Housing Party and/or the Housing Party's agents, employees, or servants thereof relating to the prisoner's care, custody, supervision, or transport of any Non-Housing Party's prisoner while in the custody of the Housing Party.

The Non-Housing Party shall be responsible for and shall indemnify, defend and hold harmless the Housing Party and the Housing Party's agents, officers and employees from any and all liabilities, claims, demands, or suits brought by any Housing Party's prisoner arising out of any act or omission of the Non-Housing Party and/or the Non-Housing Party's agents, employees, or servants thereof.

It is further agreed that all employee benefits, wage and disability payments, pension and workers' compensation claims, damage to or destruction of equipment, facilities, clothing and certain medical expenses of the Housing Party and the Housing Party's agents or employees which may result from the presence of the Non-Housing Party's prisoners and detainees in the Housing Party's custody shall be the responsibility of the Housing Party.

During the term of this Agreement, the Housing Party shall maintain general liability insurance of at least one (1) million dollars per occurrence and three (3) million dollars in aggregate with an

excess umbrella of nine (9) million dollars. Certificates of such insurance detailing the coverage therein shall be available to the Non-Housing Party upon execution of this Agreement.

Alternatively, a self-insurance reserve of one (1) million dollars with excess coverage of twenty (20) million dollars is acceptable if the Housing Party self-insures.

Neither party waives its immunities or defenses, whether statutory or common law by reason of these indemnification and insurance provisions.

### **13 TERM**

This Agreement shall become effective upon the date of acceptance by all parties hereto (hereinafter referred to as the "effective date").

The total term of this AGREEMENT will be for a period of four (4) years, with an initial period of two (2) years commencing upon the Agreement's effective date and, provided a need continues to exist, will automatically renew annually, without further action for a period not to exceed one (1) year for each renewal. However, this agreement shall not continue for a period of more than four (4) years. This AGREEMENT may be cancelled by either party hereto upon thirty (30) days written notice to the other party.

### **14 AMENDMENT, MODIFICATION AND REMOVAL**

This Agreement may be amended with written consent of all parties hereto and, provided a need continues to exist, may be amended at least sixty (60) calendar days prior to the expiration date.

### **15 APPLICABLE LAW**

This Agreement shall be interpreted and enforced under the laws of the State of Illinois. The parties agree that the venue for any legal proceedings between them, shall be either DuPage County, Eighteenth Judicial Circuit Court, State of Illinois, or Kendall County, Twenty-Third Judicial Circuit, State of Illinois.

### **16 FINAL AGREEMENT OF PARTIES**

This writing constitutes the final expression of the Agreement of the Parties. It is intended as a complete and exclusive statement of the terms of this Agreement, and it supersedes all prior and concurrent promises, representations, negotiations, discussions and Agreements that may have been made in connection with the subject matter hereof.

No modification shall be binding upon the parties hereto unless the same be in writing signed by and appropriately executed by all Parties.

## **17 NOTICES**

All notices given or sent hereunder shall be sent by United States Mail, postage prepaid, addressed to respective party at the address set forth on the signature page hereof or to such other address as the parties may designate in writing from time to time.

In the case of notice to Kendall County, with a copy sent to:

Sheriff of Kendall County  
1102 Cornell Lane  
Yorkville, IL 60560  
and  
Kendall County State's Attorney  
807 John Street  
Yorkville Illinois, 60560.

In the case of notice to DuPage County, with copies sent to:

Sheriff of DuPage County  
Attn: Correction Bureau Administrative Commander  
501 N. County Farm Road  
Wheaton, IL 60187  
and  
DuPage County State's Attorney  
Attn: Civil Bureau  
503 N County Farm Road  
Wheaton, IL 60187

## **18 AUTHORIZATION**

The Parties represent that all necessary acts have been taken to authorize and approve this agreement in accordance with applicable law, and this Agreement, when executed by the Parties hereto, shall constitute a binding obligation of the Parties, legally and enforceable at law and equity against both.

## **19 SEVERABILITY CLAUSE**

If any provision of this Agreement is held to be invalid, that provision shall be stricken from this Agreement, and the remaining provisions shall continue in full force and effect to the fullest extent possible.

**IN WITNESS WHEREOF**, the undersigned duly authorized officers have subscribed their names on behalf of the Parties.

**DUPAGE COUNTY, ILLINOIS**

By: \_\_\_\_\_  
DuPage County Board Chairman  
421 N. County Farm Rd  
Wheaton, IL 60187

Date: \_\_\_\_\_

**Signature on file**  
By: \_\_\_\_\_  
DuPage County Sheriff  
501 N. County Farm Rd  
Wheaton, IL 60187

Date: 3/10/23

**KENDALL COUNTY, ILLINOIS**

By: \_\_\_\_\_  
Kendall County Board Chairman  
111 West Fox Street Yorkville,  
Illinois 60560

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Kendall County Sheriff  
1102 Cornell Lane  
Yorkville, Illinois 60560

Date: \_\_\_\_\_



## Finance Resolution

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

**File #:** FI-R-0096-23

**Agenda Date:** 3/21/2023

**Agenda #:** 8.F.

ACCEPTANCE OF AN EXTENSION OF TIME AND APPROPRIATION FOR THE DUPAGE COUNTY HEALTH DEPARTMENT HEROIN OPIOID PREVENTION AND EDUCATION (HOPE) FIRST OFFENDER COURT UNIFIED FOR SUCCESS (FOCUS) COURT GRANT FY21- COMPANY 5000 - ACCOUNTING UNIT 5905 - \$14,600

(Under the administrative direction of the DuPage County Department of Probation and Court Services)

WHEREAS, the County of DuPage heretofore accepted and appropriated the DuPage County Health Department Heroin Opioid Prevention and Education (HOPE) First Offender Court Unified for Success (FOCUS) Court Grant FY21, Company 5000 - Accounting Unit 5905, pursuant to Resolution JPS-R-0252-21 for the period March 1, 2021 through December 31, 2021; and

WHEREAS the County of DuPage approved an extension of the grant pursuant to Resolution FI-R-0026-22 to June 30, 2022; and

WHEREAS the County of DuPage, through the DuPage County Department of Probation and Court Services, has been notified by the DuPage County Health Department that the grant may be extended to June 30, 2024; and

WHEREAS funds remaining on November 30, 2022 of \$14,600 are available to continue the support efforts of addressing the opioid epidemic by linking probationers of the Court in the 18<sup>th</sup> Judicial Circuit Court who are struggling with addiction to recovery coaches; and

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the expiration date of this grant be extended until June 30, 2024; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (Attachment I) in the amount of \$14,600 (FOURTEEN THOUSAND SIX HUNDRED AND NO/100 DOLLARS) be made to establish the DuPage County Health Department-Hope Focus Court Grant, Company 5000 - Accounting Unit 5905, for the period of December 1, 2022 through November 30, 2024; and

Enacted and approved this 28<sup>th</sup> day of March, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK



ATTACHMENT I

ADDITIONAL APPROPRIATION TO ESTABLISH  
THE DUPAGE COUNTY HEALTH DEPARTMENT HERION OPIOD PREVENTION  
AND EDUCATION (HOPE) FIRST OFFENDER COURT UNIFIED FOR SUCCESS (FOCUS) GRANT  
COMPANY 5000 – ACCOUNTING UNIT 5905  
\$14,600

REVENUE

47030-0100 - Transfer In Hd Gen Fund	\$	<u>14,600</u>	
TOTAL ANTICIPATED REVENUE			\$ <u><u>14,600</u></u>

EXPENDITURES

COMMODITIES

52200-0000 - Operating Supplies & Materials	\$	<u>500</u>	
TOTAL COMMODITIES			\$ 500

CONTRACTUAL

53090-0000 - Other Professional Services	\$	<u>14,100</u>	
TOTAL CONTRACTUAL			\$ <u>14,100</u>

TOTAL ADDITIONAL APPROPRIATION			\$ <u><u>14,600</u></u>
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## Budget Transfer

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #: 23-1186**

**Agenda Date: 3/21/2023**

**Agenda #: 9.A.**

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**DuPage County, Illinois  
BUDGET ADJUSTMENT  
Effective October, 2022**

From: 1000  
Company #

CIRCUIT COURT  
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
5900	53040		INTERPRETER SERVICES	\$ 4,892.00	192,160.03	187,268.00	3/7/23
Total				\$ 4,892.00			

To: 1000  
Company #

CIRCUIT COURT  
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
5900	54090		FURNITURE & FURNISHINGS	\$ 4,892.00	75,000.00	79,892.00	3/7/23
Total				\$ 4,892.00			

Reason for Request:

To cover the cost of audience seating which increased due to inflation after the FY 2023 budget was passed with Interpreter Services funds which have decreased because the state is covering more interpreting fees directly.

Signature on file

Department Head

Chief Financial Officer

Activity

(optional)

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

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

GPS- 3/21/23

FIN/CB-32823



## Budget Transfer

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 23-1187

**Agenda Date:** 3/21/2023

**Agenda #:** 9.B.

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**DuPage County, Illinois  
BUDGET ADJUSTMENT  
Effective October, 2022**

From: 5000  
Company #

DNA BACKLOG RED PROG GRTS  
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
4510	53090		OTHER PROFESSIONAL SERVICES	\$ 70,190.00	80,190.00	10,000.00	3/8/23
4510	53300		REPAIR & MTCE FACILITIES	\$ 13,610.00	23,610.00	10,000.00	3/8/23
4510	53610		INSTRUCTION & SCHOOLING	\$ 11,200.00	13,555.00	2,355.00	3/8/23
Total				\$ 95,000.00			

To: 5000  
Company #

DNA BACKLOG RED PROG GRTS  
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
4510	53370		REPAIR & MTCE OTHER EQUIPMENT	\$ 61,950.00	30,140.00	92,090.00	3/8/23
4510	53510		TRAVEL EXPENSE	\$ 17,860.00	896.67	18,756.67	3/8/23
4510	53806		SOFTWARE LICENSES	\$ 15,190.00	2,800.00	17,990.00	3/8/23
Total				\$ 95,000.00			

Reason for Request:

During the FY23 budget rollover process for grants in Accounting Unit 4510, three accounts (for 2 grants) were transposed with their intended accounts. The result was budgeted amounts not being entered to the accounts they were needed in. This budget transfer corrects the FY23 budget amounts, for each account, so that invoices can be incurred and paid.

**Signature on file**

Department Head

Chief Financial Officer

Activity

(optional)

Date

Date

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

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

JPS - 3/21/23

FIN/CB - 3/28/23



## Judicial/Public Safety Change Order with Resolution

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

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**File #:** JPS-CO-0002-23

**Agenda Date:** 3/21/2023

**Agenda #:** 10.A.

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AMENDMENT TO PURCHASE ORDER 5729-0001 SERV  
ISSUED TO TRINITY SERVICES GROUP, INC.  
FOR INMATE MEALS  
FOR THE SHERIFF'S OFFICE  
(INCREASE CONTRACT \$135,000.00 (23.11%))

WHEREAS, Purchase Order 5729-0001 SERV was approved and adopted by the County Board on March 22, 2022; and

WHEREAS, the Judicial and Public Safety Committee recommends changes as stated in the Change Order Notice to Purchase Order 5729-0001 SERV, issued to Trinity Services Group, Inc., to provide inmate and officer meals, for the Sheriff's Office, due to the rise in inmate population, an extension of the contract through May 31, 2023 and increase the contract by \$135,000.00 resulting in an amended contract total of \$719,182.50, an increase of 23.11%.

NOW, THEREFORE BE IT RESOLVED, that the County Board adopt the Change Order Notice to Purchase Order 5729-0001 SERV, issued to Trinity Services Group, Inc., to provide inmates and officers meals for the Sheriff's Office, due to the rise in inmate population, an extension of the contract through May 31, 2023 and increase the contract by \$135,000.00 resulting in an amended contract total of \$719,182.50, an increase of 23.11%.

Enacted and approved this 28th of March, 2023 at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK



# Request for Change Order

## Procurement Services Division

Attach copies of all prior Change Orders

Date: Mar 1, 2023

MinuteTraq (IQM2) ID #: 23-1006

<b>Purchase Order #:</b> 5729-0001-SERV	<b>Original Purchase Order Date:</b> May 1, 2022	<b>Change Order #:</b> 4	<b>Department:</b> Sheriff's Office
<b>Vendor Name:</b> Trinity Services Group, Inc.		<b>Vendor #:</b> 30797	<b>Dept Contact:</b> Colleen Zbilski
<b>Background and/or Reason for Change Order Request:</b>	Increase contract total (line 3) by \$135,000 (\$584,182.50 to \$719,182.50, due to a rise in detainee population) and extend contract through 5/31/2023 to align with executed contract end date.		
<b>IN ACCORDANCE WITH 720 ILCS 5/33E-9</b>			

☒ (A) Were not reasonably foreseeable at the time the contract was signed.

☐ (B) The change is germane to the original contract as signed.

☐ (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE		
A	Starting contract value	\$584,182.50
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$584,182.50
D	Amount of this Change Order <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$135,000.00
E	New contract amount (C + D)	\$719,182.50
F	Percent of current contract value this Change Order represents (D / C)	23.11%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	23.11%

### DECISION MEMO NOT REQUIRED

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

### DECISION MEMO REQUIRED

- ☒ Increase (greater than 29 days) contract expiration from: Apr 30, 2023 to: May 31, 2023
- ☒ Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount ☐ Funding Source \_\_\_\_\_
- ☐ OTHER - explain below:

CZ	2122	Mar 1, 2023	CZ	2122	Mar 1, 2023
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
<b>REVIEWED BY (Initials Only)</b>					
Buyer	Date	Procurement Officer	Date	3/8/23	
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date		



## Decision Memo

### Procurement Services Division

This form is required for all Professional Service Contracts over \$25,000 and as otherwise required by the Procurement Review Checklist.

Date: Feb 28, 2023

MinuteTraq (IQM2) ID #: 23-1006

Department Requisition #: \_\_\_\_\_

Requesting Department: Sheriff's Office	Department Contact: Commander John Putnam
Contact Email: john.putnam@dupagesheriff.org	Contact Phone: 630-407-2050
Vendor Name: Trinity Services Group	Vendor #:

**Action Requested** - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Change expiration date for PO# 5729-0001 SERV to expire on 05/31/2023. The expiration on PO issued 05/01/2022 states 04/30/2023 as the contract end date. Add additional funds in the amount of \$135,000 due to the length of the contract changing as well as a rise in detainee population.

**Summary Explanation/Background** - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

Upon review it was discovered that the original contract called for an expiration of 05/31. At some point in time, the PO issued for renewals became 04/30. The above mentioned PO is for the last renewal for this contract. The requested service will be going for bid. The vendor has agreed to the expiration date of 05/31/2023.

#### Strategic Impact

Quality of Life

Select one of the five strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.

The service provided is meals for detainees in the DuPage County Correctional Center.

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

This vendor was selected pursuant to RFP #19-009-SHF.

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

The lowest responsible bidder was selected with a cost of \$.097 per meal.

**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.

Increase contract total (line 3) \$135,000.00 (\$584,182.50 to \$719,182.50)





## Informational

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #: 23-1188**

**Agenda Date: 3/21/2023**

**Agenda #: 11.A.**

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# DUPAGE COUNTY PUBLIC DEFENDER

Jeffrey R. York, Chief Public Defender

March 3, 2023

Ms. Lucy Chang Evans  
Chairwoman of the Judicial  
Public Safety Committee  
County Board Offices  
421 N. County Farm Road  
Wheaton, IL 60187

## **RE: Monthly Statistical Report**

Dear Ms. Chang Evans:

Pursuant to 55 ILCS 5/3-4010, enclosed is a copy of the monthly report of services rendered by the Public Defender's Office through February 28, 2023.

Sincerely,

Signature on file

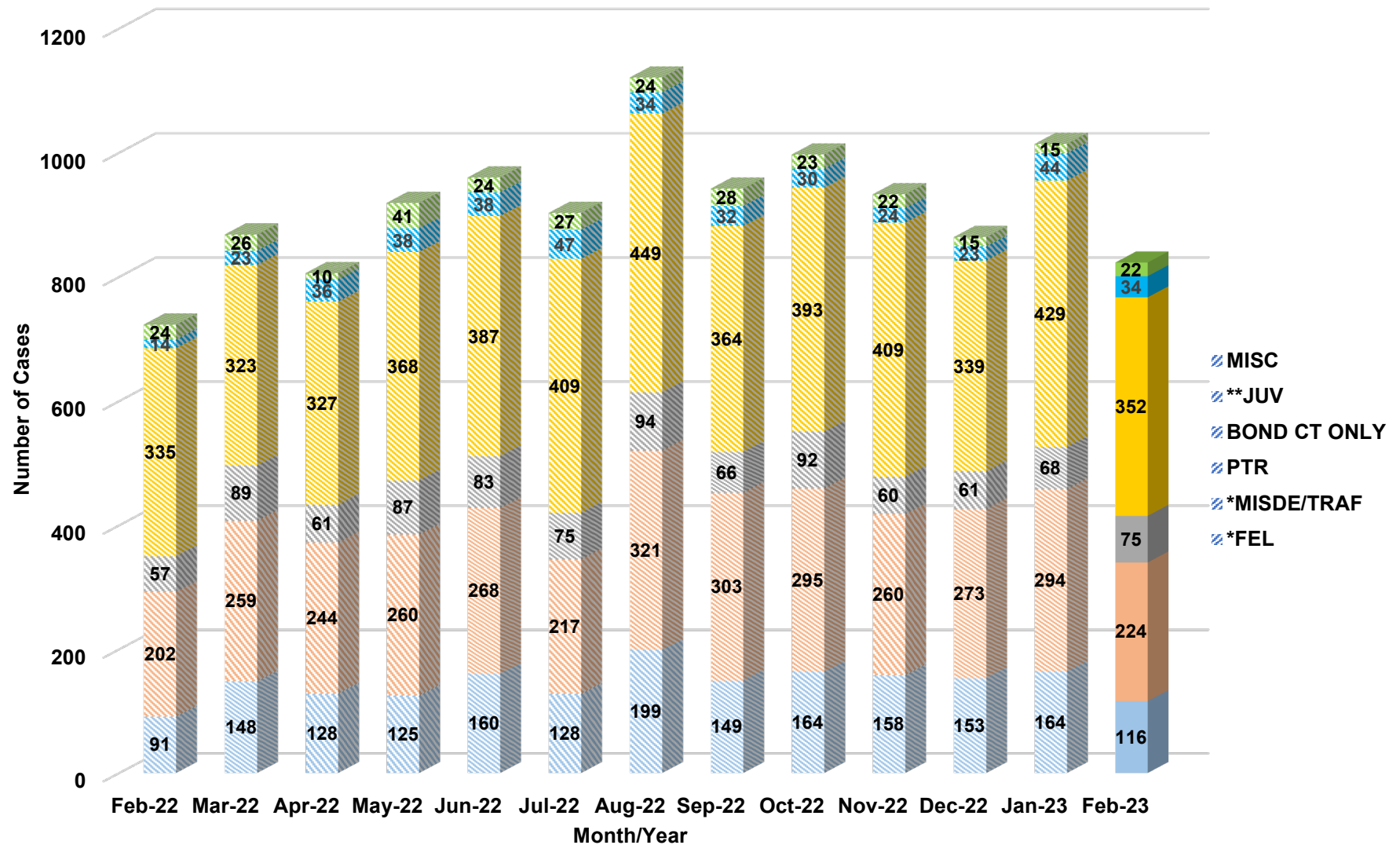
JEFFREY R. YORK  
Public Defender of DuPage County

JRY/mb  
encl.

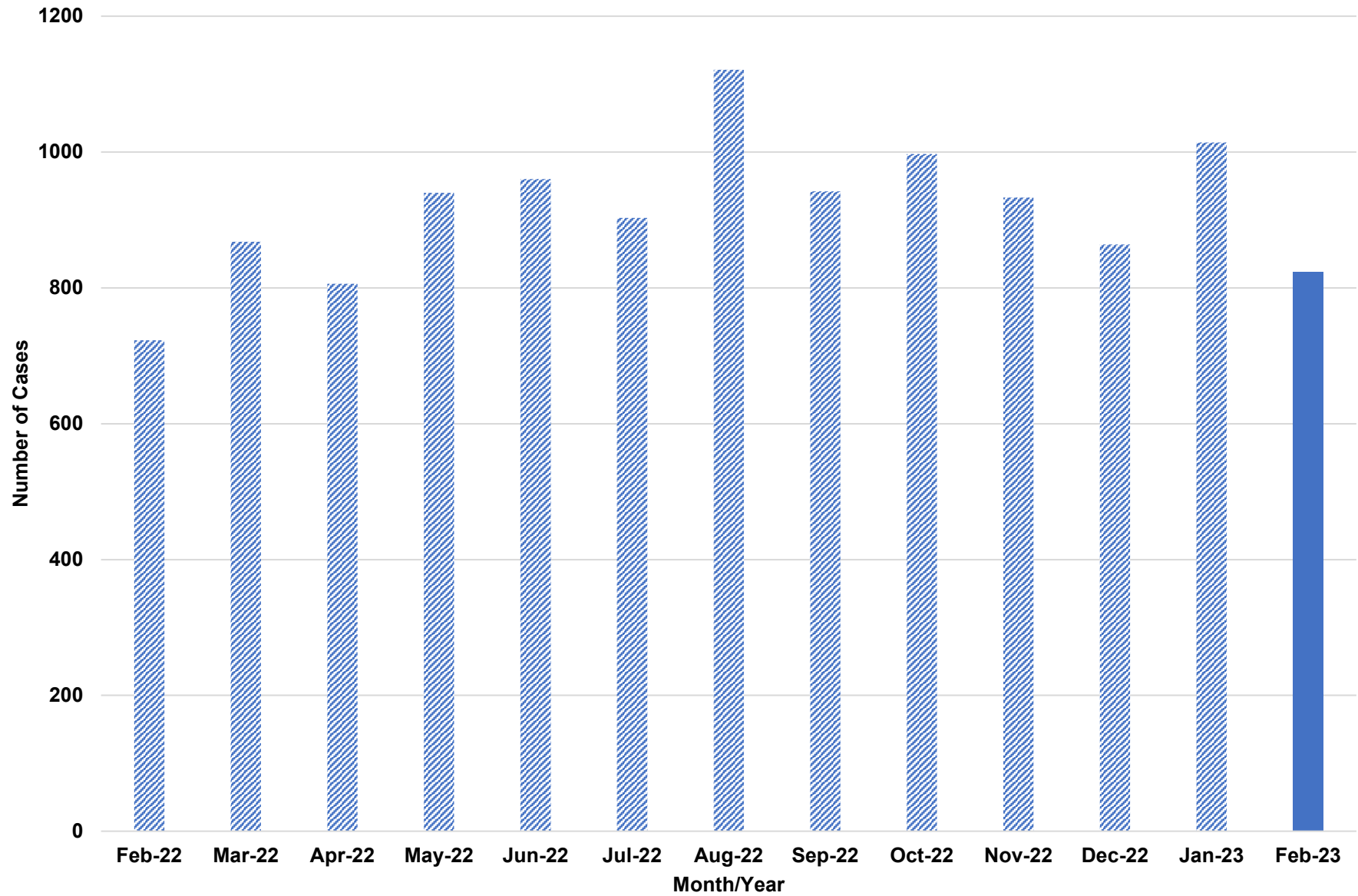
Public Defender's Office - New Case Appointments - February 2023

<b>Case Type</b>	<b>Case Sub Type</b>	<b>Number of Cases</b>
Bond Court Case		352
Criminal	Felony	116
Criminal	Misdemeanor	224
Juvenile Abuse and Neglect		9
Juvenile Delinquency		25
Mental Health & Miscellaneous		22
PTR	Felony/Misdemeanor	75
<b>Total</b>		<b>823</b>

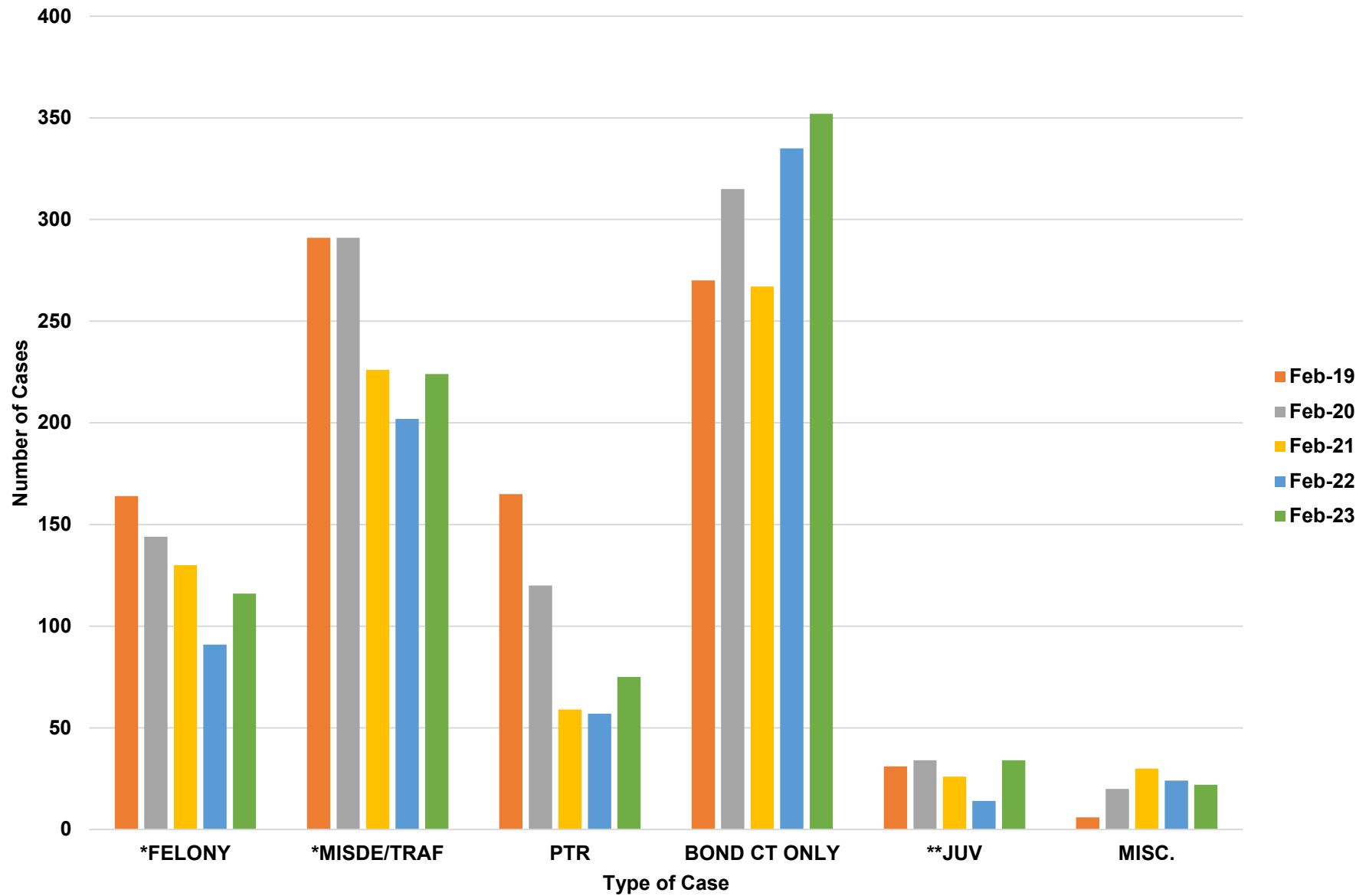
## Public Defender's Office - New Case Appointments - By Category Stacked February 2022 - February 2023



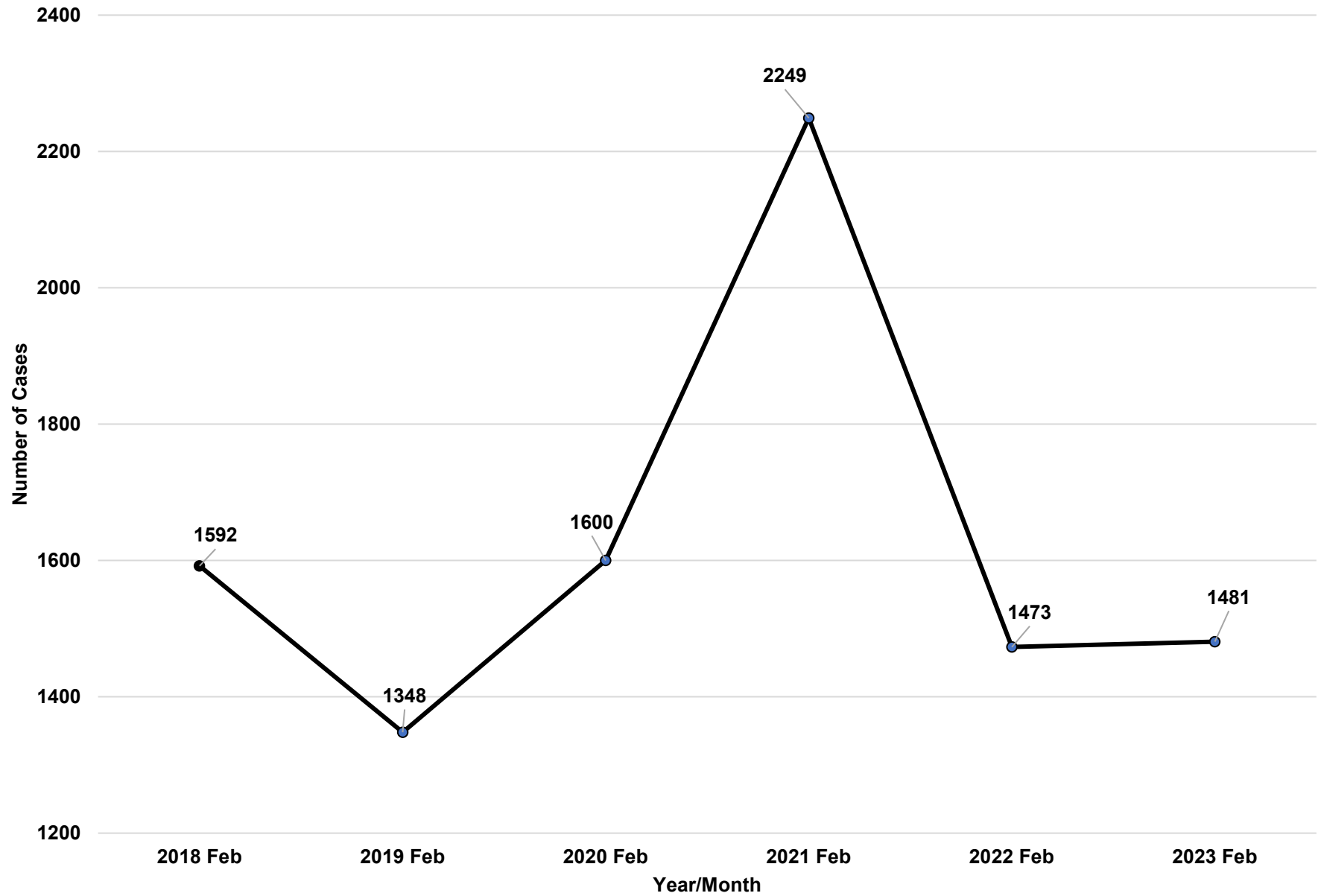
**Public Defender's Office - New Case Appointments  
February 2022 - February 2023**



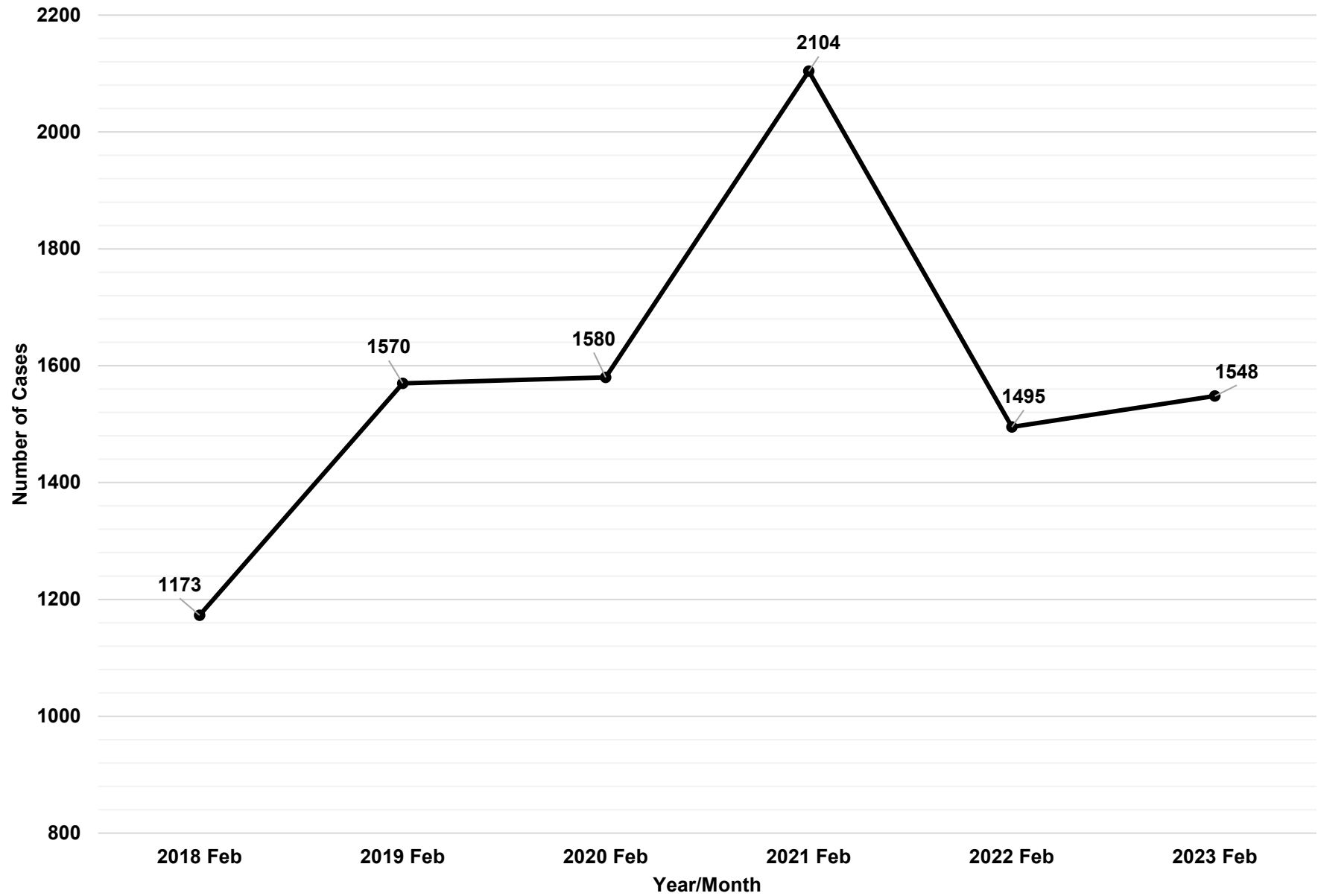
# Public Defender's Office - New Case Appointment by Type February 2019 - February 2023



## Misdemeanor Active Files - February 2017 - February 2022

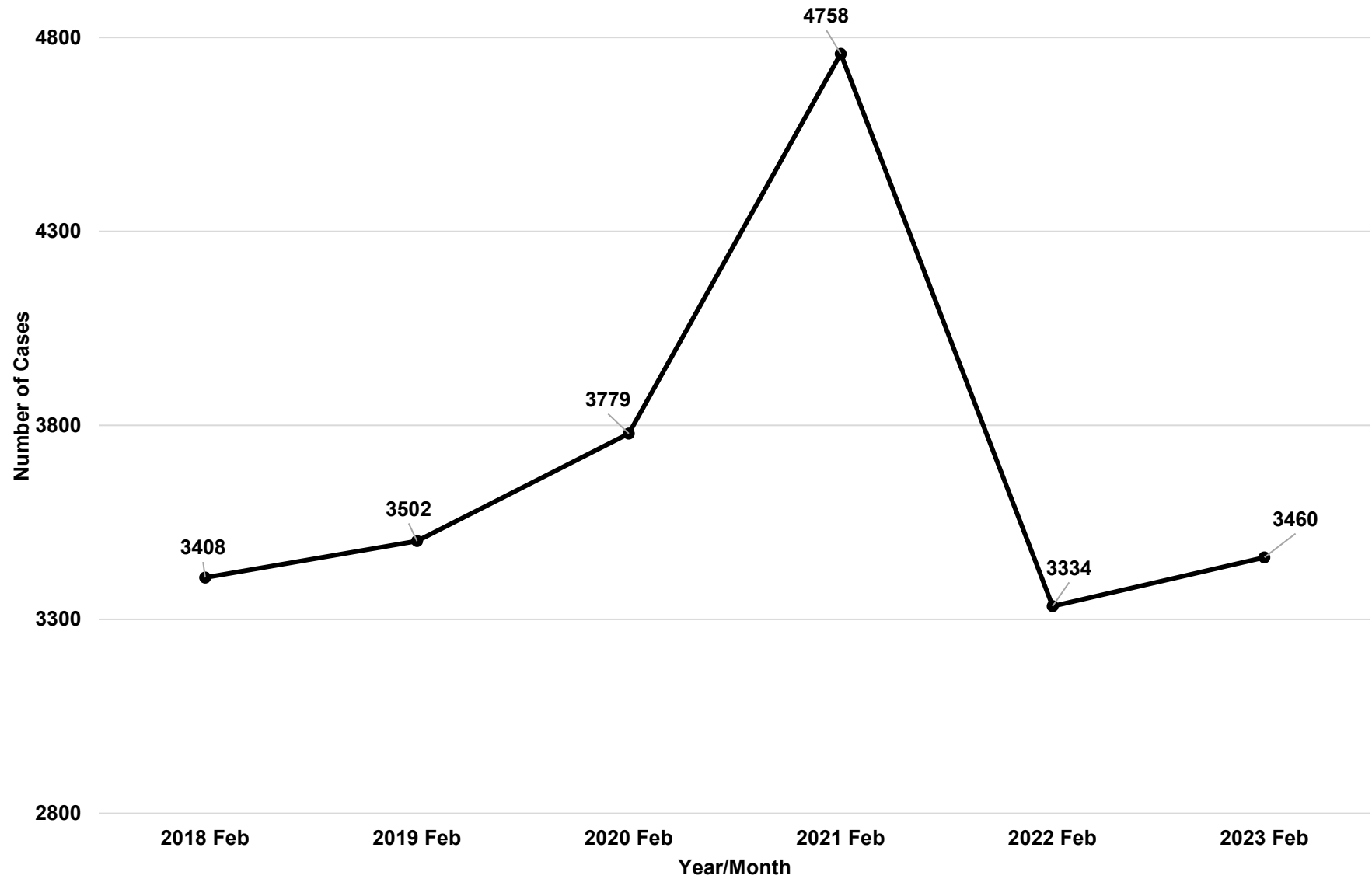


## Felony Active Files - February 2018 - February 2023





## Public Defender - Attorney Active Files - February 2018 - February 2023



## Public Defender's Office - February 2023 Open Cases by Category

