



# DU PAGE COUNTY

## Technology Committee

### Final Regular Meeting Agenda

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

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Tuesday, November 7, 2023

11:30 AM

Room 3500A

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

5.A. [23-3573](#)

Approval of Minutes for the Technology Committee - Regular Meeting - Tuesday, October 17, 2023

6. PROCUREMENT REQUISITIONS

6.A. [TE-P-0070-23](#)

Recommendation for the approval of a contract purchase order to CDWG, Inc., for the purchase of laptops, desktops, monitors, and docking stations, for Information Technology, for the period of November 15, 2023 through November 30, 2024, for a contract total amount of \$148,610.70. Contract pursuant to the Intergovernmental Cooperation Act, Sourcewell Contract #081419 cooperative purchasing agreement pricing, in compliance with 30 ILCS 525/2 "Governmental Joint Purchasing Act".

6.B. [TE-P-0071-23](#)

Recommendation for the approval of a contract purchase order to BDO USA Solutions Provider, LLC, for the annual software maintenance of FireEye Security software. This contract covers the period of December 10, 2023 through December 9, 2024, for Information Technology, for a contract total amount of \$165,113. This is the first optional renewal per lowest responsible bidder, bid #22-124-IT.

6.C. [TE-P-0072-23](#)

Recommendation for the approval of a contract purchase order to Imaging Systems, Inc. d/b/a Integrated Document Technologies (IDT), for the annual Hyland and CAPSYS Software Assurance maintenance of imaging systems for Supervisor of Assessments, Treasurer, Family Center, Coroner, and County Clerk, paid for by Information Technology, for the period of January 1, 2024 through January 31, 2025, for a contract total amount of \$63,300.76. Exempt from bidding per 55 ILCS 5/5-1022 (c) "Competitive Bids" not suitable for competitive bids – Sole Source. IDT is the OnBase approved provider for their products.

**6.D. [TE-P-0073-23](#)**

Recommendation for the approval of a contract purchase order to IBM Corporation, for the purchase of program product software licenses for IBM z/OS and software support and maintenance for the BC12 z System Server, for Information Technology, for the period of December 1, 2023 through November 30, 2024, for a total contract amount of \$111,171.72. Exempt from bidding per DuPage County Purchasing Ordinance, Article 2-350 - Sole Source. This is proprietary software.

**6.E. [23-3570](#)**

Recommendation for the approval of a contract purchase order to Telcom Innovations Group, for professional services and licensing for the MiCam speech activation software, for Information Technology, for the period of November 8, 2023 through November 7, 2024, for a contract total amount of \$22,856. Exempt from bidding per 55 ILCS 5/5-1022 'Competitive Bids' (D) IT/Telecom Purchases Under \$35,000.

**6.F. [23-3571](#)**

Recommendation for the approval of a contract purchase order to Infor (US) Inc., for year end patch installation and application support for the Human Resources and Payroll modules of the ERP system, for the Human Resources Department, for the period of December 1, 2023 through November 30, 2024, for a total contract amount of \$24,120. Pursuant to DuPage County Code Section 2-353(1)(b) - Other Professional Services not subject to competitive bidding per 55 ILCS 5/5-1022(a). Infor acquired Ciber, who has provided support for the Infor system since the ERP was implemented in 2013.

**7. OTHER ACTION ITEMS****7.A. [TE-R-0045-23](#)**

Adoption of the Technology Resources Acceptable Use Policy

**8. OLD BUSINESS****9. NEW BUSINESS****10. ADJOURNMENT**



## Minutes

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

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**File #: 23-3573**

**Agenda Date: 11/7/2023**

**Agenda #: 5.A.**

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# DU PAGE COUNTY

## Technology Committee

### Final Summary

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

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**Tuesday, October 17, 2023**

**11:30 AM**

**Room 3500A**

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**1. CALL TO ORDER**

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

**2. ROLL CALL**

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

**3. CHAIRWOMAN'S REMARKS - CHAIR YOO**

Chair Yoo invited everyone to the IT department sponsored laptop spa days, where IT will check County-issued laptops and devices, optimize them for better functionality and troubleshoot any issues you may have. She said while computers are being serviced, staff is welcome to attend trainings on Microsoft Office, Global Protect, ZenDesk, and password management, among others. She said the spa days will be held from 9:00am to 3:00pm on Monday, October 23rd, Wednesday, October 25th, and Thursday, October 26th. She said the invitation for this inaugural event was sent to all 421 staff, but County Board members are invited to participate as well.

Chair Yoo said on November 6th, IT will start switching County Board and Recorder's office emails from dupageco.org to dupagecounty.gov. Member Rutledge asked if there will still be a period of redirecting the old emails. Mr. McPhearson responded yes, adding it will be a minimum of about a year before that ends. He suggested everyone make outside contacts who are currently sending to the .org account aware that we are switching over. Mr. Johnson asked what the timeline is for it to be completely transferred over countywide. Mr. McPhearson said everyone will be moved over to .gov by the end of this year, then we will monitor it for a minimum of a year to ensure there are no issues. Member Galassi asked if we will be getting new business cards with the updated email. Mr. McPhearson said they can request new business cards, but it is not necessary. He said we will forward .org for a year or a year and a half. He said if Board members run out of cards or really want replacements to come to IT and we will get an order placed for them.

Chair Yoo then welcomed students from Hinsdale Central High School, from the AP Government class, who were invited by Member Evans.

**4. PUBLIC COMMENT**

No public comments were offered.

**5. APPROVAL OF MINUTES**

**5.A. [23-3267](#)**

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



October 3, 2023

**Attachments:**     [2023-10-03 Technology Minutes \(Summary\)](#)

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Patty Gustin
<b>SECONDER:</b>	Sheila Rutledge

## 6. PROCUREMENT REQUISITIONS

### 6.A. [TE-P-0067-23](#)

Recommendation for the approval of a contract purchase order to Infor (US) Inc., for ERP software maintenance and support, for Information Technology. This contract covers the period of November 13, 2023 through November 12, 2024, for a contract total amount of \$203,506.51. Exempt from bidding per DuPage County Purchasing Ordinance, Article 2-347(5) - Sole Source. This is proprietary software that must be maintained by the vendor, Infor (US) Inc.

**Attachments:**     [Infor - PRCC](#)  
                              [Infor - Invoice #P-527637-US0AB](#)  
                              [Infor - Sole Source Letter](#)  
                              [Infor - VED](#)

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Sheila Rutledge
<b>SECONDER:</b>	Kari Galassi

### 6.B. [TE-P-0068-23](#)

Recommendation for the approval of a contract purchase order to SHI International Corp, for an Enterprise Term Lease Agreement with Adobe Systems Inc., for Adobe software licensing for use by DuPage County and the Forest Preserve District of DuPage County. This contract covers the period of November 10, 2023 through November 9, 2024, for Information Technology, for a contract total of \$142,076.84. Contract pricing pursuant to the National Joint Powers Alliance / Sourcewell Contract #081419-SHI cooperative purchasing agreement, in compliance with 30 ILCS 525/2 "Governmental Joint Purchasing Act". The Forest Preserve will be charged back for their portion of this purchase.

Member Gustin asked if this contract is a 50/50 joint expense with the Forest Preserve. Mr. McPhearson explained that the Forest Preserve District will pay for however many Adobe licenses they have. Chair Yoo said we will get reimbursed by them for however many licenses they have. Mr. McPhearson thanked staff, led by Joe Hamlin, for going through to find licenses that are not being used and reducing the cost by \$100,000.

**Attachments:**     [SHI \(Adobe ETLA\) - PRCC](#)  
[SHI \(Adobe ETLA\) - Quote #23959551](#)  
[SHI \(Adobe ETLA\) - Adobe Licensing Terms](#)  
[SHI \(VMWare\) - Sourcwell Contract #081419](#)  
[SHI \(Adobe ETLA\) - VED](#)

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Cynthia Cronin Cahill
<b>SECONDER:</b>	Kathleen Carrier

6.C.     [\*\*TE-P-0069-23\*\*](#)

Recommendation for the approval of a contract purchase order to MHC Software, Inc., for annual maintenance of the Enterprise Content Management System that integrates with the ERP system for Finance and Human Resources, for Information Technology. This contract covers the period of December 1, 2023 through November 30, 2024, for a contract total amount of \$81,043.79. Exempt from bidding per 55 ILCS 5/5-1022(c) "Competitive Bids" not suitable for competitive bids - Sole Source. This is a proprietary system.

**Attachments:**     [MHC - PRCC](#)  
[MHC - Invoice #INVMH4989R](#)  
[MHC - Sole Source Letter](#)  
[MHC - VED](#)

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Sheila Rutledge
<b>SECONDER:</b>	Kari Galassi

6.D.     [\*\*23-3305\*\*](#)

Recommendation for the approval of a contract purchase order to Service Express, for the procurement of warranty support for servers, for Information Technology. This contract covers the period of October 31, 2023 through January 31, 2024, for a contract total amount of \$4,548.45. Exempt from bidding per 55 ILCS 5/5-1022 'Competitive Bids' (D) IT/Telecom Purchases Under \$35,000.

Mr. McPhearson explained that the committee will see this item again in January, and this is to bridge a gap for some servers that have come off of warranty. He said the renewal in January will look like the same thing but will be for the full amount of all of our servers being covered.

**Attachments:**     [Service Express - PRCC](#)  
                              [Service Express - Quote #38605](#)  
                              [Vendor Ethics Placeholder](#)

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Sheila Rutledge
<b>SECONDER:</b>	Kari Galassi

## 7. INFORMATIONAL ITEMS

### 7.A. [23-3059](#)

TE-P-0418A-21 - Amendment to Resolution TE-P-0418-21 issued to AT&T Mobility for cellular and wireless services for the various departments of the County of DuPage, to increase the encumbrance in the amount of \$60,000, for the Division of Transportation, resulting in an amended contract amount of \$1,127,950, an increase of 5.62%.

**Attachments:**     [AT&T Change Order](#)  
                              [AT&T Decision Memo](#)

<b>RESULT:</b>	ACCEPTED AND PLACED ON FILE
<b>MOVER:</b>	Kathleen Carrier
<b>SECONDER:</b>	Kari Galassi

### 7.B. [23-3239](#)

Recommendation for approval of a contract purchase order to Carahsoft Technology Corporation, for license renewals for software used to design highways, intersection improvements, traffic signal systems and other roadway related improvements, for the period of December 1, 2023 through November 30, 2024, for the Division of Transportation, for a contract not to exceed \$15,150. Per 55 ILCS 5/5-1022 (d) IT/Telecom purchases under \$35,000.

**Attachments:**     [Carahsoft Checklist](#)  
                              [Carahsoft Quote](#)  
                              [Carahsoft Vendor Ethics](#)

<b>RESULT:</b>	ACCEPTED AND PLACED ON FILE
<b>MOVER:</b>	Kari Galassi
<b>SECONDER:</b>	Kathleen Carrier

## 8. OLD BUSINESS

Member Gustin commented that the AT&T contract is over \$1 million and asked if we have sent the contract out to other providers to see who may be able to provide a lower cost. She also noted that flexibility with text messaging can be much cheaper than making phone calls and

asked if staff has looked at other providers. Mr. McPhearson said we look at all of our contracts in a competitive way, and if we are able to bid them out, we try our best to do so. He said there are not many competitors who can compete with AT&T. He said AT&T came back with lower pricing. Wendi Wagner explained that we moved from Verizon to AT&T recently because of AT&T's FirstNet first responders network. She said most of the County departments are on there, so if there is a disaster, we get our own BAN so we can communicate, including the Sheriff, OHSEM, Stormwater, and others. She said we also used the state contract so we received the lowest prices, noting that we also receive free unlimited text messaging.

**9. NEW BUSINESS**

No new business was discussed.

**10. ADJOURNMENT**

With no further business, the meeting was adjourned.



## Technology Requisition \$30,000 and Over

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

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**File #:** TE-P-0070-23

**Agenda Date:** 11/7/2023

**Agenda #:** 6.A.

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AWARDING RESOLUTION ISSUED TO  
CDWG, INC.  
FOR LAPTOPS, DESKTOPS, MONITORS,  
AND DOCKING STATIONS  
FOR INFORMATION TECHNOLOGY  
(CONTRACT TOTAL AMOUNT \$148,610.70)

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

WHEREAS, pursuant to the Governmental Joint Purchasing Act (30 ILCS 525/2), the County is authorized to enter into a Joint Purchasing Agreement for laptops, desktops, monitors, and docking stations; and

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and the Sourcewell Contract #3037653, the County of DuPage will contract with CDWG, Inc.; and

WHEREAS, the Technology Committee recommends County Board approval for the issuance of a contract to CDWG, Inc., for laptops, desktops, monitors, and docking stations, for the period of November 15, 2023 through November 30, 2024, for Information Technology.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering said for laptops, desktops, monitors, and docking stations, for the period of November 15, 2023 through November 30, 2024, for Information Technology, be, and it is hereby approved for issuance of a contract by the Procurement Division to CDWG, Inc., 230 N. Milwaukee Ave., Vernon Hills, IL 60061, for a contract total amount not to exceed \$148,610.70, per contract pursuant to the Sourcewell Contract #3037653.

Enacted and approved this 14<sup>th</sup> day of November, 2023, at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK

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

## SECTION 1: DESCRIPTION

<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 23-3335	RFP, BID, QUOTE OR RENEWAL #: BID	INITIAL TERM WITH RENEWALS: 1 YR + 1 X 1 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$148,610.70
COMMITTEE: TECHNOLOGY	TARGET COMMITTEE DATE: 11/07/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$148,610.70
	CURRENT TERM TOTAL COST: \$148,610.70	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: CDW-G	VENDOR #: 10667	DEPT: Information Technology	DEPT CONTACT NAME: Shanita Thompson
VENDOR CONTACT: Meagan McKone	VENDOR CONTACT PHONE: 312.705.9502	DEPT CONTACT PHONE #: 630.407.5023	DEPT CONTACT EMAIL: Shanita.Thompson@dupageco.org
VENDOR CONTACT EMAIL: meaganm@cdwg.com	VENDOR WEBSITE: www.cdwg.com	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Purchase laptops, desktops, docks, and monitors to replace current equipment that is reaching end of life. We are using the Sourcwell Contract #3037653 - State of IL cooperative agreement for a total cost of \$148,614.70.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Replacement of older laptops, desktops, docks and monitors to improve performance and remove outdated, failing equipment across County Departments. Many items have become out of warranty and have become harder to maintain.			

## SECTION 2: DECISION MEMO REQUIREMENTS

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

## SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. CUSTOMER SERVICE
SOURCE SELECTION	Describe method used to select source. Obtained quotes from different Cooperative Contracts (Sourcwell & Omnia) from SHI, Insight, and CDW-G
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) Do not replace current equipment that is out of warranty and difficult to maintain. 2) Staff recommends approving this purchase so staff is able to continue their work effectively with equipment that will improve their performance and remove outdated, failing equipment.

## 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: CDW-G	Vendor#: 10667	Dept: Information Technology	Division:
Attn: Meagan McKone	Email: meaganm@cdwg.com	Attn: Sarah Godzicki	Email: Sarah.Godzicki@dupageco.org
Address: 200 N. Milwaukee Ave	City: Vernon Hills	Address: 421 N. County Farm Road	City: Wheaton
State: Illinois	Zip: 60061	State: Illinois	Zip: 60187
Phone: 3127059502	Fax: 3157059402	Phone: 630-407-5000	Fax: 630-407-5001
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Same as Above	Vendor#: 10667	Dept: Information Technology	Division: IT Operations
Attn:	Email:	Attn: Shanita Thompson	Email: Shanita.Thompson@dupageco.org
Address:	City:	Address: 421 N. County Farm Road	City: Wheaton
State:	Zip:	State: Illinois	Zip: 60187
Phone:	Fax:	Phone: 630-407-5023	Fax: 630-407-5001
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Nov 15, 2023	Contract End Date (PO25): Nov 30, 2024
Contract Administrator (PO25): Shanita Thompson			

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	85	EA	MFG #:89D95UT#A BA	HP EliteBook 840 G10 14" Notebook - WUXGA - 1920 x 1200 - Intel Core i7 13t	FY23	1000	1110	52100		1,322.81	112,438.85
2	10	EA	MFG #:82J73UT#AB A	HP Elite Mini 800 G9 Desktop Computer - Intel Core i5 13th Gen i5-12500T	FY23	1000	1110	52100		1,083.93	10,839.30
3	85	EA	MFG #:UM.QB7AA.E 01	Acer Vero B7 B247Y E 24" Widescreen LCD Monitor - Black	FY23	1000	1110	52100		127.08	10,801.80
4	85	EA	MFG #:72C71AA#A BA	HP USB-C G5 Essential Dock	FY23	1000	1110	52100		170.95	14,530.75
<b>FY is required, assure the correct FY is selected.</b>										Requisition Total	\$ 148,610.70

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. Please send PO and correspondences to Sarah Godzicki and Shanita Thompson
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





Thank you for choosing CDW. We have received your quote.

Hardware

Software

Services

IT Solutions

Brands

Research Hub

## Review and Complete Purchase

SHANITA THOMPSON,

Thank you for considering CDW•G for your technology needs. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

**Convert Quote to Order**

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
1CCHPJ1	10/10/2023	IT EQUIPMENT PURCHASE QUOTE 2	776067	<b>\$148,610.70</b>

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">HP EliteBook 840 G10 14" Notebook - WUXGA - 1920 x 1200 - Intel Core i7 13t</a> Mfg. Part#: 89D95UT#ABA Contract: Sourcewell-3037653-State of IL Participating Agrmt (081419-CDW)	85	7445484	\$1,322.81	\$112,438.85
<a href="#">HP Elite Mini 800 G9 Desktop Computer - Intel Core i5 12th Gen i5-12500T He</a> Mfg. Part#: 82J73UT#ABA Contract: Sourcewell-3037653-State of IL Participating Agrmt (081419-CDW)	10	7458843	\$1,083.93	\$10,839.30
<a href="#">Acer Vero B7 B247Y E 24" Widescreen LCD Monitor - Black</a> Mfg. Part#: UM.QB7AA.E01 Contract: Sourcewell-3037653-State of IL Participating Agrmt (081419-CDW)	85	7392150	\$127.08	\$10,801.80
<a href="#">HP USB-C G5 Essential Dock</a> Mfg. Part#: 72C71AA#ABA Contract: Sourcewell-3037653-State of IL Participating Agrmt (081419-CDW)	85	7163026	\$170.95	\$14,530.75
			<b>SUBTOTAL</b>	\$148,610.70
			<b>SHIPPING</b>	\$0.00
			<b>SALES TAX</b>	\$0.00
			<b>GRAND TOTAL</b>	<b>\$148,610.70</b>

PURCHASER BILLING INFO	DELIVER TO
<b>Billing Address:</b> DUPAGE COUNTY DATA PROCESSING DEPARTMENT 421 N COUNTY FARM RD WHEATON, IL 60187-3978 <b>Phone:</b> (630) 682-7030 <b>Payment Terms:</b>	<b>Shipping Address:</b> COUNTY OF DUPAGE ATTN:SHANITA THOMPSON 421 N COUNTY FARM RD WHEATON, IL 60187-3978 <b>Phone:</b> (630) 682-7030 <b>Shipping Method:</b> NiteMoves Local Super-Saver
<b>Please remit payments to:</b>	



### Sales Contact Info

**Meagan McKone** | (866) 245-8102 | [meaganm@cdwg.com](mailto:meaganm@cdwg.com)

### Need Help?



My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager

© 2023 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

**Solicitation Number: RFP#081419****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **CDW Government LLC**, 230 N. Milwaukee Ave., Vernon Hills, IL 60061 (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 December 1, 2019, or upon the date of last signature, whichever is later.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires October 30, 2023, 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.**

1. *Product Warranty:* Sourcewell and its Members understand that Vendor is not the manufacturer of the Products purchased by Sourcewell or its Members hereunder and that the only warranties offered are those of the manufacturer not Vendor or its Affiliates. In purchasing the Products Sourcewell and its Members rely on the manufacturer's specifications only and not on any statements or images that may be provided by Vendor or its Affiliates. VENDOR HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED RELATED TO PRODUCTS INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF TITLE ACCURACY MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WARRANTY OF NON-INFRINGEMENT OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY.

2. *Services Warranty:* Vendor warrants that the Services will be performed in a good and workmanlike manner. Members' sole and exclusive remedy with respect to this warranty will be at the sole option of Vendor to either (a) use its reasonable commercial efforts to reperform any Services not in substantial compliance with this warranty or (b) refund amounts paid by the Member related to the portion of the Services not in substantial compliance; provided in each case Member notifies Vendor in writing within thirty (30) business days after performance of the applicable Services. This warranty is voided if the Services are altered by anyone other than Vendor or any of its affiliates or its or their personnel.

3. *Cloud Warranty:* Sourcewell and its Members acknowledge that Vendor is not the provider of the Cloud Services purchased hereunder and the only warranties offered are those of the Cloud Service Provider not Vendor. In purchasing the Cloud Services Sourcewell and its Members rely only on the Cloud Service Provider's service descriptions and the terms and conditions set forth in the Cloud Services Terms and Conditions (defined below). Sourcewell and its Members further acknowledge and agree that Vendor makes no representations warranties or assurances that the Cloud Services are designed for or suitable for use in any high risk environment including but not limited to aircraft or automobile safety devices or navigation life support systems or medical devices nuclear facilities or weapon systems. Sourcewell and its Members further agree to review and comply with the Cloud Service Provider's disclaimers and restrictions if any regarding the use of the Cloud Services in high risk environments. VENDOR DOES NOT WARRANT THAT THE CLOUD SERVICES WILL BE TIMELY UNINTERRUPTED OR ERROR FREE OR THAT THE CLOUD SERVICES WILL MEET SOURCEWELL OR MEMBER'S REQUIREMENTS. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS

WARRANTY AND LIMITED REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. THE TERMS OF THIS PARAGRAPH DO NOT AFFECT THE TERMS OF ANY WARRANTIES FROM THE CLOUD SERVICES PROVIDER. SOURCEWELL AND ITS MEMBERS ACKNOWLEDGE THAT NO REPRESENTATIVE OF VENDOR IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY THAT IS NOT IN THIS AGREEMENT.

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 in accordance with Vendor's Return Policy, which is available from the Vendor upon request. 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.

Sourcewell 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 Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all 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 Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

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

A fully executed Sourcewell Price and Product 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 commercial 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. Sourcewell, 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 Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcewell 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 Sourcewell 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 third party claims or causes of action including reasonable attorneys' fees arising out of the performance of this Contract by the Vendor or its agents or employees which results in injury or death to person(s) or tangible personal property alleged to have been caused by some defect in the Services under this Contract to the extent the Service has been used according to its specifications.

Vendor shall pass through all indemnity protections provided by the Equipment and/or Product manufacturer to the extent intended for the end user of such Equipment and/or Products. UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN WILL EITHER PARTY ITS AFFILIATES OR ITS OR THEIR SUPPLIERS SUBCONTRACTORS OR AGENTS BE LIABLE FOR ANY INCIDENTAL INDIRECT SPECIAL PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS BUSINESS REVENUES OR SAVINGS AND LOSS DAMAGE OR CORRUPTION OF DATA OR SOFTWARE EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE.

## **12. AUDITS**

No more than one (1) time per twelve (12) month period during the term of this Contract, upon thirty (30) days advance written notice, Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract to verify the amounts paid hereunder. Such rights shall extend 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 pass through to Sourcewell or its Members any indemnity intended for the end user of the Products 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.

Member's rights to Work Product (meaning materials and other deliverables to be provided or created individually or jointly in connection with the Services, including but not limited to all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis, and other information whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights, or discovered in the course of performance of this Contract, that are embodied in such work or materials) will be upon payment in full a non-transferable, non-exclusive, royalty-free license to use such Work Product solely for Member's internal use. Member obtains no ownership or other property rights thereto. Member agrees that Vendor may incorporate intellectual property created by third parties into the Work Product and that Member's right to use such Work Product may be subject to the rights of and limited by agreements with such third parties.

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all third party suits, claims, judgments, and costs, instituted or recovered against Sourcewell or Members by any person on account of the use of any Services or Work Product by Sourcewell or its Members supplied by Vendor in violation of applicable U.S. 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

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of 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 will be emailed 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 prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of certificates of insurance, 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 include 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.

## **25. THIRD PARTY CLOUD SERVICES**

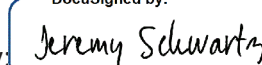
"Personal Data" means data which relate to a living individual who can be identified (a) from that data or (b) from that data and other information which is in the possession of or is likely to come into the possession of the controller and includes any expression of opinion about the individual and any indication of the intentions of the controller or any other person in respect of the individual.

Cloud Services. It is acknowledged that Sourcewell and its Members are receiving the Cloud Services directly from the Cloud Service Provider pursuant to the Cloud Service Provider's standard terms and conditions, or such other terms as agreed upon by Sourcewell and its

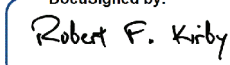
Members and the Cloud Service Provider ("Cloud Services Terms and Conditions"). Accordingly, it shall consider the Cloud Service Provider to be the contracting party and the Cloud Service Provider shall be the party responsible for providing the Cloud Services to Sourcewell and its Members and shall look solely to the Cloud Service Provider for any loss claims or damages arising from or related to the provision of such Cloud Services.

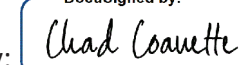
Sourcewell and its Members shall be solely responsible for daily back-up and other protection of its data and software against loss damage or corruption. Sourcewell and its Members shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories)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

**Sourcewell**

DocuSigned by:  
By:   
C0FD2A139D06489...  
Jeremy Schwartz  
Title: Director of Operations &  
Procurement/CPO  
Date: 11/9/2019 | 5:53 AM CST

**CDW Government LLC**

DocuSigned by:  
By:   
7BE3F6B21781400...  
Robert F. Kirby  
Title: President  
Date: 11/21/2019 | 3:07 PM CST

Approved:  
DocuSigned by:  
By:   
7E42B8F817A64CC...  
Chad Coauette  
Title: Executive Director/CEO  
Date: 11/8/2019 | 3:33 PM CST



## CONTRACT EXTENSION

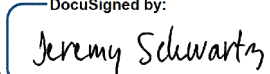
**Contract Number: #081419-CDW**

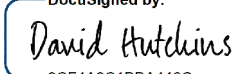
Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and CDW Government LLC (Vendor), 230 N. Milwaukee Ave., Vernon Hills, IL 60061 have entered into Contract #081419-CDW for the procurement of Technology Catalog Solutions. The Contract has an expiration date of October 30, 2023, but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell's Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of October 30, 2024. All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

CDW Government LLC

DocuSigned by:  
  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 11/15/2022 | 3:27 PM CST

DocuSigned by:  
  
By: 9CF4A8C1BBA446C...  
David Hutchins  
Title: Vice President, Strategic Programs  
Date: 11/16/2022 | 2:44 PM CST



## Technology Requisition \$30,000 and Over

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

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**File #:** TE-P-0071-23

**Agenda Date:** 11/7/2023

**Agenda #:** 6.B.

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AWARDING RESOLUTION ISSUED TO  
BDO USA LLP  
FOR FIREEYE SOFTWARE SUPPORT AND MAINTENANCE  
FOR INFORMATION TECHNOLOGY  
(CONTRACT TOTAL AMOUNT \$165,113.00)

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

WHEREAS, the Technology Committee recommends County Board approval for the issuance of a contract to BDO USA LLP, for the renewal of software maintenance of FireEye Security software, for the period of December 10, 2023 through December 9, 2024 , for Information Technology.

NOW, THEREFORE BE IT RESOLVED, that said contract is for the renewal of software maintenance of FireEye Security software, for the period of December 10, 2023 through December 9, 2024 for Information Technology, be, and it is hereby approved for issuance of a contract by the Procurement Division to BDO USA LLP, 1420 Kensington Road, Oak Brook, IL 60523-2144, for a contract total amount not to exceed \$165,113.00. This is the first optional renewal per lowest responsible bid #22-124-IT. Pursuant to 55 ILCS 5/5-1022.

Enacted and approved this 14th day of November, 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

General Tracking		Contract Terms	
FILE ID#: 23-3446	RFP, BID, QUOTE OR RENEWAL #: 22-124-IT	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$149,468.00
COMMITTEE: TECHNOLOGY	TARGET COMMITTEE DATE: 11/07/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$314,581.00
	CURRENT TERM TOTAL COST: \$165,113.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
Vendor Information		Department Information	
VENDOR: BDO USA Solutions Provider, LLC	VENDOR #: 30951	DEPT: Information Technology	DEPT CONTACT NAME: Joe Hamlin
VENDOR CONTACT: Julie Engers	VENDOR CONTACT PHONE: 630-371-9487	DEPT CONTACT PHONE #: 630-407-5000	DEPT CONTACT EMAIL: Joe.Hamlin@dupageco.org
VENDOR CONTACT EMAIL: jengers@bdo.com	VENDOR WEBSITE: www.bdodigital.com	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.). Renewal of software maintenance for FireEye Security software and the Cloud security essentials. This is the first renewal option per bid #22-124-IT.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished As part of the County's Cyber Security protection, FireEye protects the County's network and endpoints against malware attacks. Keeping current maintenance is required to get the latest software updates.			

### SECTION 2: DECISION MEMO REQUIREMENTS

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

### SECTION 3: DECISION MEMO

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.
<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: BDO USA Solutions Provider, LLC	Vendor#: 30951	Dept: Information Technology	Division:
Attn: Julie Engers	Email: jengers@bdo.com	Attn: Sarah Godzicki	Email: Sarah.Godzicki@dupageco.org
Address: 1420 Kensington Rd Suite 110	City: Oak Brook	Address: 421 N. County Farm Rd.	City: Wheaton
State: IL	Zip: 60523	State: IL	Zip: 60187
Phone: 630-371-9487	Fax: 630-572-0390	Phone: 630-407-5037	Fax: 630-407-5001
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: BDO USA, LLP	Vendor#: 30951	Dept: Information Technology	Division:
Attn: Sarah Lavery	Email: Sarah.Lavery@bdo.com	Attn: Joe Hamlin	Email: Joe.Hamlin@dupageco.org
Address: P.O Box 642743	City: Pittsburgh	Address: 421 N. County Farm Rd.	City: Wheaton
State: PA	Zip: 15264	State: IL	Zip: 60187
Phone: 262-565-8941	Fax: 630-572-0390	Phone: 630-407-5000	Fax: 630-407-5001
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 10, 2023	Contract End Date (PO25): Dec 9, 2024
Contract Administrator (PO25): Joe Hamlin			



Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1000	EA		Renewal Network Security Enterprise NX Edition, with 2-Way and Platinum Support, per Mbps-1Y, CM 2500 Data Center support, Network Enterprise NX support	FY24	1000	1110	53806		44.50	44,500.00
2	2500	EA		Renewal Endpoint Security Enterprise Essentials Edition, with 2-Way and Platinum Support, per Endpoint-4999-1Y, Endpoint Security Cloud Edition support	FY24	1000	1110	53806		20.70	51,750.00
3	3000	EA		Renewal Email Security, Enterprise Cloud Edition, with Antivirus/Antispam and Platinum Support, per Mailbox-4999-1Y	FY24	1000	1110	53806		17.50	52,500.00
4	1	EA		Renewal CM 2500 Cloud-1 Year Serial No.: 86FEF6600231, Email Threat Prevention Cloud w/AV/AS support	FY24	1000	1110	53807		16,363.00	16,363.00
<b>FY is required, assure the correct FY is selected.</b>										Requisition Total	\$ 165,113.00

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

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



## AMENDMENT FOR CONTRACT RENEWAL

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

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #22-124-IT which became effective on 12/10/2022 and which will expire 12/09/2023. The contract is subject to a first of three options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature, and shall terminate on 12/09/2024.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, as specified in the original contract, including a one-time price adjustment effective 12/10/2023, as per the attached price quote.

### CONTRACTOR

### THE COUNTY OF DUPAGE

Signature on File

\_\_\_\_\_  
SIGNATURE

**mike gedville**

\_\_\_\_\_  
PRINTED NAME

**Reselling Manager**

\_\_\_\_\_  
PRINTED TITLE

**10/19/2023**

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

**Richella Jackson**

\_\_\_\_\_  
PRINTED NAME

**Buyer I**

\_\_\_\_\_  
PRINTED TITLE

\_\_\_\_\_  
DATE



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

## Quotation (Open)

### Date

Sep 11 2023 02 28 PM CDT

### Modified Date

Sep 13 2023 10 51 AM CDT

### Quote #

566023 - rev 1 of 1

### Description

FireEye Support Renewal exp 12/9/23

### SalesRep

Engers Julie  
(P) 630-371-9487

### Customer Contact

Wagner Wendi  
(P) 630-407-5064  
wendi.wagner@dupageco.org

### Customer

Dupage County (23302)  
Wagner Wendi  
421 North County Farm Road  
Wheaton L 60187  
United States  
(P) 630-407-5000

### Bill To

Dupage County  
Wagner Wendi  
421 North County Farm Road  
Wheaton L 60187  
United States  
(P) 630-407-5000  
Wendi.Wagner@dupageco.org

### Ship To

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

<b>Customer PO:</b>	<b>Terms:</b> Undefined	<b>Ship Via:</b> FedEx Ground
<b>Special Instructions:</b>		<b>Carrier Account #:</b>

#	Description	Qty	Unit Price	Total
1	Renewal Network Security Enterprise NX Edition with 2-Way and Platinum Support per Mbps-1Y	1000	\$44 50	\$44 500 00
2	Network Enterprise NX support	1	\$0 00	\$0 00
3	Renewal Endpoint Security Enterprise Essentials Edition with 2-Way and Platinum Support per Endpoint-4999-1Y	2500	\$20 70	\$51 750 00
4	Endpoint Security Cloud Edition support	1	\$0 00	\$0 00
5	Renewal Email Security Enterprise Cloud Edition with Antivirus/Antispam and Platinum Support per Mailbox-4999-1Y	3000	\$17 50	\$52 500 00
6	Email Threat Prevention Cloud w/AV/AS support	1	\$0 00	\$0 00
7	Renewal CM 2500 Cloud-1 Year Serial No 86FEF6600231	1	\$16 363 00	\$16 363 00
8	CM 2500 Data Center support	1	\$0 00	\$0 00

Current support expires December 9 2023  
Quote includes one years support for 12/10/23 - 12/9/24

**Subtotal: \$165,113.00**  
Tax ( 0000%) \$0 00  
Shipping \$0 00  
**Total: \$165,113.00**

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



**THE COUNTY OF DUPAGE  
FINANCE - PROCUREMENT  
FIREEYE SECURITY PRODUCTS 22-124-IT  
BID TABULATION**



				BDO DIGITAL LLC	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Endpoint Essentials Cloud	EA	2500	\$ 19.00	\$ 47,500.00
2	Network Security ENT NX ED	EA	1000	\$ 40.00	\$ 40,000.00
3	Email Threat prevention	EA	3000	\$ 15.75	\$ 47,250.00
4	RM-CM-2500-Cloud-1Y	EA	1	\$ 14,718.00	\$ 14,718.00
GRAND TOTAL					\$ 149,468.00

NOTES
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Bid Opening 11/03/2022 @ 2:30 PM	
Invitations Sent	13
Total Vendors Requesting Documents	2
Total Bid Responses	1

## SECTION 7 - BID FORM PRICING

Any quantities listed are estimated only and are provided for bid canvassing purposes. All materials must be bid and shipped freight prepaid (FOB Destination) to DuPage County, JTK Administration Building, 421 N. County Far Road, Wheaton, IL 60187.

NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Endpoint Essentials Cloud	EA	2500	\$ 19.00	\$ 47,500.00
2	Network Security ENT NX ED	EA	1000	\$ 40.00	\$ 40,000.00
3	Email Threat prevention	EA	3000	\$ 15.75	\$ 47,250.00
4	RM-CM-2500-Cloud-1Y	EA	1	\$ 14,718.00	\$ 14,718.00
GRAND TOTAL					\$ 149,468.00
GRAND TOTAL (In words) ONE hundred FORTY-NINE Thousand Four Hundred Sixty-eight Dollars AND 20 CENTS.					

SECTION 8 - BID FORM SIGNATURE PAGE

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

X\_Signature on File  
(Signature and Title)

CORPORATE SEAL  
(If available)

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

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

\_\_\_\_\_  
(Notary Public) My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
SEAL

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

**CONTRACT ADMINISTRATION INFORMATION:**

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	BDO Digital, LLC	NAME	Same
CONTACT	Mike GEDville	CONTACT	
ADDRESS	1420 Kensington Rd suite 110	ADDRESS	
CITY ST ZIP	OAK BROOK, IL 60523	CITY ST ZIP	
TX	708-567-7064	TX	
FX	630-572-0390	FX	
EMAIL	MGEDville@BDO.com	EMAIL	
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County IT 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6193		DuPage County - IT 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-5063 EMAIL: joe.hamlin@dupageco.org	

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



## Required Vendor Ethics Disclosure Statement

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

Date: 10/19/2023

Bid/Contract/PO #: \_\_\_\_\_

Company Name: <b>BDO Digital, LLC</b>	CompanyContact: <b>mike gedville</b>
Contact Phone: <b>708-567-7064</b>	Contact Email: <b>MGedville@bdo.com</b>

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature Signature on File

Printed Name mike gedville

Title Reselling Manager

Date 10/19/2023

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





## Technology Requisition \$30,000 and Over

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

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**File #:** TE-P-0072-23

**Agenda Date:** 11/7/2023

**Agenda #:** 6.C.

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AWARDING RESOLUTION ISSUED TO  
IMAGING SYSTEMS, INC. D/B/A IDT  
FOR ANNUAL HYLAND AND CAPSYS  
SOFTWARE ASSISTANCE MAINTENANCE  
(CONTRACT TOTAL NOT TO EXCEED \$63,300.76)

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

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

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

WHEREAS, in accordance with the Chief Procurement Officer's determination, the Technology Committee recommends County Board approval for the issuance of a contract to Imaging Systems, Inc. d/b/a IDT, for the annual Hyland and CAPSYS Software Assistance maintenance, for the period of January 1, 2024 through January 31, 2025, for Supervisor of Assessments, Treasurer, Family Center, Coroner, and County Clerk.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, for the annual Hyland and CAPSYS Software Assistance maintenance, for the period of January 1, 2024 through January 31, 2025 for Supervisor of Assessments, Treasurer, Family Center, Coroner, and County Clerk, be, and it is hereby approved for issuance of a contract by the Procurement Division to, Imaging Systems, Inc. d/b/a IDT, 1009 W. Hawthorn Drive, Itasca, Illinois 60143, for a contract total amount not to exceed \$63,300.76. Pursuant to 55 ILCS 5/5-1022 (c) not suitable for competitive bids. (Sole provider - Imaging Systems, Inc. d/b/a IDT is the sole authorized support provider for both CAPSYS Capture and OnBase for DuPage County.)

Enacted and approved this 14th day of November, 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#: 23-3470	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$63,300.76
COMMITTEE: TECHNOLOGY	TARGET COMMITTEE DATE: 11/07/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$63,300.76
	CURRENT TERM TOTAL COST: \$63,300.76	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Imaging System, Inc. d/b/a IDT	VENDOR #: 11487	DEPT: Information Technology	DEPT CONTACT NAME: Joe Hamlin
VENDOR CONTACT: Donna Taconi	VENDOR CONTACT PHONE: 630-875-1100	DEPT CONTACT PHONE #: 630-407-5063	DEPT CONTACT EMAIL: Joe.Hamlin@dupagecounty.gov
VENDOR CONTACT EMAIL: Donna.Taconi@idt-inc.com	VENDOR WEBSITE:	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Annual maintenance for imaging systems for a total amount of \$63,300.76 - sole source.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Annual Hyland & CAPSYS Software Assurance renewal for Supervisor of Assessments, Treasurer, Family Center, Coroner, and County Clerk.			

### SECTION 2: DECISION MEMO REQUIREMENTS

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

### SECTION 3: DECISION MEMO

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

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement. SOLE AUTHORIZED DISTRIBUTOR WHERE THE MANUFACTURER HAS ESTABLISHED TERRITORIES
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. Imaging Systems, Inc. d/b/a Integrated Document Technologies (IDT) is the sole authorized support provider for both CAPSYS Capture & OnBase for DuPage County. Additionally, IDT implemented these solutions at the County, giving them firsthand knowledge of how the two applications are configured and operate with each other and other systems used by multiple departments within DuPage County.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not. N/A - Imaging Systems, Inc. d/b/a Integrated Document Technologies (IDT) is the sole authorized support provider for both CAPSYS CAPTURE & OnBase for DuPage County.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted. N/A - Imaging Systems, Inc. d/b/a Integrated Document Technologies (IDT) is the sole authorized support provider for both CAPSYS CAPTURE & OnBase for DuPage County.

SECTION 5: Purchase Requisition Information			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Imaging System, Inc. d/b/a IDT	Vendor#: 11487	Dept: IT	Division:
Attn: Donna Taconi	Email: Donna.Taconi@idt-inc.com	Attn: Sarah Godzicki	Email: Sarah.Godzicki@dupagecounty.gov
Address: PO Box 482	City: Itasca	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60143-0482	State: IL	Zip: 60187
Phone: 630-875-1100	Fax: 630-875-1101	Phone: 630-407-5037	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: SAME AS ABOVE	Vendor#:	Dept: IT	Division:
Attn:	Email:	Attn: Joe Hamlin	Email: Joe.Hamlin@dupagecounty.gov
Address:	City:	Address: 421 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-5063	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jan 1, 2024	Contract End Date (PO25): Jan 31, 2025
Contract Administrator (PO25): Joe Hamlin			

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Annual Hyland OnBase Software Assurance - Family Center, County Clerk, Coroner, Animal Control, Supervisor of Assessments 02/01/2024 - 01/31/2025	FY24	1000	1110	53807		38,704.38	38,704.38
2	1	EA		Annual ShareBase - Supervisor of Assessments 02/01/2024 - 01/31/2025	FY24	1000	1110	53807		1,706.67	1,706.67
3	1	EA		Annual CAPSYS Software Assurance - Family Center, Supervisor of Assessments, County Clerk, Treasurer 01/01/2024 - 12/31/2025	FY24	1000	1110	53807		9,281.59	9,281.59
4	1	EA		Annual DuPage County Site Visits and MagnumScan Proactive Watch - Supervisor of Assessments 01/01/2024 - 12/31/2025	FY24	1000	1110	53807		13,608.12	13,608.12
<b>FY is required, assure the correct FY is selected.</b>										Requisition Total	\$ 63,300.76

Comments	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Please send PO to Sarah Godzicki & Joe Hamlin and copy both when emailing PO to vendor.  Please make First Invoice Allowed date 11/01/2023.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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



**Quotes for your upcoming 2024 renewals with IDT – DuPage County**

**Annual Hyland OnBase SWA Renewal – Expiration 1/31/24 - \$38,704.38**

**Annual ShareBase renewal – Expiration 1/31/24 - \$1,706.67**

**Annual CAPSYS SWA renewal – Expiration 12/31/23 - \$9,281.59**

**Annual monthly site visits/Proactive Watch – Expiration 12/31/23 - \$13,608.12**

## Signature on File

Jennifer G. Olney

*Sales and Customer Service Administrator*



To: DuPage County Procurement

From: David Raboin

RE: Sole Source Justification

Date: 10/11/2023

Regarding the upcoming CAPSYS CAPTURE & Hyland OnBase software maintenance renewal, IDT is uniquely positioned to provide ongoing support to the county for their CAPSYS CAPTURE and Hyland OnBase system. Only a trained, product-certified, and authorized business partner for CAPSYS CAPTURE & Hyland OnBase with Direct Knowledge of DuPage County's Current Systems and business processes should provide ongoing system support services.

IDT is unique in that we are:

- The firm that deployed these solutions at DuPage County, giving us intimate knowledge of how these two applications are configured and interoperated with each other and other lines of business systems used by the various agencies at DuPage County;
- The sole authorized support provider for both CAPSYS CAPTURE and OnBase for DuPage County. All work we are contracted to perform, including future system upgrades and application modifications, will fall under the current support coverage through IDT. Any changes, upgrades, system modifications, or support services to your existing CAPSYS CAPTURE and Hyland OnBase applications by a non-authorized 3<sup>rd</sup> party will not be supported under IDT's current support coverage.
- IDT Activity interacts with all departments that utilize CAPSYS CAPTURE and Hyland OnBase application monthly, providing optimized support and enhancement requests.

Sincerely,

**Signature on File**

David Raboin

Senior Engagement Manager, IDT



# Required Vendor Ethics Disclosure Statement

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

Date: 10-11-23

Bid/Contract/PO #:

Company Name: <u>IMAGING SYSTEMS, INC.</u>	Company Contact: <u>DONNA TALONI</u>
Contact Phone: <u>630-875-1100 X317</u>	Contact Email: <u>DONNA.TALONI@IDF-INC.COM</u>

## 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

EDWARD BERLIN

Title

C.F.O.

Date

October 11, 2023

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





## Technology Requisition \$30,000 and Over

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

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**File #:** TE-P-0073-23

**Agenda Date:** 11/7/2023

**Agenda #:** 6.D.

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AWARDING RESOLUTION ISSUED TO  
IBM CORPORATION  
FOR PROGRAM PRODUCT SOFTWARE LICENSES,  
SUPPORT, AND MAINTENANCE  
FOR INFORMATION TECHNOLOGY  
(CONTRACT TOTAL NOT TO EXCEED \$111,171.72)

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

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

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

WHEREAS, in accordance with the Chief Procurement Officer's determination, the Technology Committee recommends County Board approval for the issuance of a contract to IBM Corporation, for program product software licenses for IBM z/OS and software support and maintenance for the BC12 z System Server, for the period of December 1, 2023 through November 30, 2024 , for Information Technology .

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, for program product software licenses for IBM z/OS and software support and maintenance for the BC12 z System Server, for the period of December 1, 2023 through November 30, 2024 for Information Technology, be, and it is hereby approved for issuance of a contract by the Procurement Division to, IBM Corporation, 71 S. Wacker Drive, Illinois Public Sector, Chicago, IL 60606-4637, for a contract total amount not to exceed \$111,171.72. Pursuant to 55 ILCS 5/5-1022 (c) not suitable for competitive bids. (Sole provider - this is proprietary software.)

Enacted and approved this 14th day of November, 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#: 23-3487	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$111,171.72
COMMITTEE: TECHNOLOGY	TARGET COMMITTEE DATE: 11/07/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$111,171.72
	CURRENT TERM TOTAL COST: \$111,171.72	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: IBM Corporation	VENDOR #: 10005	DEPT: Information Technology	DEPT CONTACT NAME: Shanita Thompson
VENDOR CONTACT: Carol Massey	VENDOR CONTACT PHONE: 408-893-8017	DEPT CONTACT PHONE #: 630-407-5000	DEPT CONTACT EMAIL: shanita.thompson@dupagecounty.gov
VENDOR CONTACT EMAIL: clmart@us.ibm.com	VENDOR WEBSITE: www.ibm.com	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.). Twelve (12) month purchase order for z System program products and operating system (z/OS) software license per Group 38, 6 MSU pricing bracket (2828-401 entry level model) - Sole Source.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Twelve (12) month (paid monthly) program product and operating system software licenses for IBM z/OS including software support and maintenance for core systems and applications on the z System server. The current purchase order expires on 11/30/2023 and this replaces it.			

### SECTION 2: DECISION MEMO REQUIREMENTS

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

### SECTION 3: DECISION MEMO

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

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement. SOFTWARE MANUFACTURER AND SOLE MAINTENANCE/UPDATE PROVIDER
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific. Operating system and program product software license for IBM zSystem's zBCI 2 business class server; z/O5 v2 Base; DFSMS dss; DFSORT; RMF; SDSF; v2 Security Server; Ent COBOL v6; and CICS TS v5.
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. Per IBM, these products cannot be acquired from IBM Business Partners or other sources
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. IBM direct is the only source for the operating system and programming product software license for the County's IBM zBCI 2 business class server.

SECTION 5: Purchase Requisition Information			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: IBM Corporation	Vendor#: 10005	Dept: Information Technology	Division:
Attn: Carol Massey	Email: clmart@us.ibm.com	Attn: Sarah Godzicki	Email: Sarah.Godzicki@dupagecounty.gov
Address:	City:	Address: 421 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone: 408-893-8017	Fax:	Phone: 630-407-5037	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: IBM Corporation	Vendor#: 10005	Dept: Information Technology	Division:
Attn:	Email:	Attn: Shanita Thompson	Email: Shanita.Thompson@dupagecounty.gov
Address: P.O. Box 643600	City: Pittsburgh	Address: 421 N. County Farm Road	City: Wheaton
State: PA	Zip: 15264-3600	State: IL	Zip: 60187
Phone: 877-426-6006	Fax:	Phone: 630-407-5000	Fax:
<i>Shipping</i>		<i>Contract Dates</i>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): December 1, 2023	Contract End Date (PO25): November 30, 2024
Contract Administrator (PO25): Shanita Thompson			

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	12	MO	5650ZOS	z System program products and operating system (z/OS) software licenses, software support and maintenance	FY24	1000	1110	53410		9,264.31	111,171.72
<b>FY is required, assure the correct FY is selected.</b>										Requisition Total	\$ 111,171.72

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Twelve (12) month purchase order for z System program products and operating system (z/OS) software license per Group 38,6 MSU pricing bracket (2828-401 entry level model).
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Please send PO to Shanita Thompson & Sarah Godzicki and copy both when emailing vendor PO notification
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



## 2024 Fiscal Price Quote (December 1, 2023 to November 30, 2024)

These stated prices are for your information only and subject to change. Applicable taxes are not shown. Licensed Programs are available only under the IBM Customer Agreement, International Program License Agreement, or any equivalent agreement in effect between the customer and IBM.

**BID #:** 20220929  
**Customer:** DuPage County  
**Location:** Wheaton IL  
**Site ID:** S013692694  
**Customer Number:** 2612600  
**Installation Type:** Uncoupled  
**Date:** 9/13/2023

<u>PID</u>	<u>Program Name</u>	<u>Type</u>	<u>LVL</u>	<u>QTY</u>	<u>Price</u>	<u>Supported Versions/Releases</u>
<b>Machine No.:</b>	<b>2828-A01</b>	<b>Group: 38</b>	<b>MSUs:</b>	<b>6</b>		
<b>Desc:</b>	<b>IBM zBC12 Entry Model</b>					
<b>Name:</b>	<b>System2</b>					
<b>SN:</b>	<b>028CF37</b>					

Effective 1/1/2024

5650ZOS	z/OS V2 Base	ZELC	A01		\$3,188.85	V2.4, V2.5, 3.1
5650ZOS	z/OS V2 DFSMS dss	ZELC	A01		\$152.25	
5650ZOS	z/OS V2 DFSORT	ZELC	A01		\$217.35	
5650ZOS	z/OS V2 RMF	ZELC	A01		\$124.95	
5650ZOS	z/OS V2 SDSF	ZELC	A01		\$246.96	
5650ZOS	z/OS V2 Security Server	ZELC	A01		\$187.95	
5655EC6	Ent COBOL z/OS	ZELC	A01		\$608.00	V6.2, V6.3, V6.4
5655G53	Enterprise COBOL	MVM			\$0.00	
5655Y04	CICS TS for z/OS V5	ZELC	A01		\$4,538.00	V5.5, V5.6, and V6.1

Monthly Price \$9,264.31

Annual Price \$111,171.72

### Notes:

Quote Effective through 11/30/2024

Price quote is full capacity

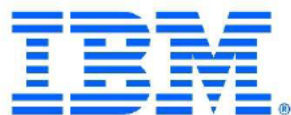
Price Type	Description
ZELC	zSeries Entry License Charge
MVM	Multi-Version Measurement

### IBM Contact:

Carol Massey  
IBM z Senior Sales Specialist, MLC Software  
Phone: 408-893-8017  
Email: clmart@us.ibm.com



*International Business Machines Corporation*  
425 Market Street, San Francisco, CA 94105-2406



October 24, 2023

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

Dear Shanita,

This letter confirms IBM's ICA program software (Monthly Licensing Charge or MLC software) may only be purchased directly from IBM. This includes the z/OS operating system and subsystem software CICS and COBOL.

If you have any questions, please contact me.

Sincerely,

Signature on File

A handwritten signature in blue ink, appearing to be "Carol Massey", written over a horizontal line.

Carol Massey  
IBM z Senior Sales Specialist, MLC Software  
IBM Corporation  
408-893-8017  
[clmart@us.ibm.com](mailto:clmart@us.ibm.com)



## Required Vendor Ethics Disclosure Statement

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

Date: 10/24/2023

Bid/Contract/PO #: 20230913

Company Name: <b>IBM Corporation</b>	Company Contact: <b>Carol Massey</b>
Contact Phone: <b>408-893-8017</b>	Contact Email: <b>clmart@us.ibm.com</b>

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature Signature on File

Printed Name Carol Massey

Title IBM z Senior Sales Specialist, MLC Software

Date 10/24/2023

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



## Technology Requisition under \$30,000

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

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**File #:** 23-3570

**Agenda Date:** 11/7/2023

**Agenda #:** 6.E.

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

### SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 23-3281	RFP, BID, QUOTE OR RENEWAL #: Quote #36635	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$22,856.00
COMMITTEE: TECHNOLOGY	TARGET COMMITTEE DATE: 11/07/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$22,856.00
	CURRENT TERM TOTAL COST: \$22,856.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Telcom Innovations Group	VENDOR #: 12123	DEPT: IT	DEPT CONTACT NAME: Joe Bulaga
VENDOR CONTACT: Randy Borchardt	VENDOR CONTACT PHONE: (630) 407-6500	DEPT CONTACT PHONE #: 630-407-5151	DEPT CONTACT EMAIL: Joseph.Bulaga@dupagecounty.gov
VENDOR CONTACT EMAIL: rborchardt@ask-tig.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.). MiCam is Mitels version of speech activation software. This product will eventually replace the current cumbersome, menu-driven automated attendants currently used in County departments. When implemented, the spoken name will direct callers to their specified destination. This item is exempt from bidding, per 55 ILCS 5/5-1022 'Competitive Bids' (D) IT/Telecom Purchases Under \$35,000.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished This specific procurement will replace the multi tiered automated attendant in use at the Public Defender's office. The AA, when established over five years ago, is no longer a practical or an efficient solution for call routing to attorney's. The growth within this group, coupled with the expected future growth makes speech activation the perfect solution for call routing.			

### SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required. PER 55 ILCS 5/5-1022 'COMPETITIVE BIDS' (D) IT/TELECOM PURCHASES UNDER \$35,000.00
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

### SECTION 3: DECISION MEMO

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



## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<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: Telcom Innovations Group	Vendor#: 12123	Dept: IT	Division:
Attn: Randy Borchardt	Email: rborchardt@ask-tig.com	Attn: Sarah Godzicki	Email: Sarah.Godzicki@dupagecounty.gov
Address: 125 N. Prospect	City: Itasca	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60143	State: IL	Zip: 60187
Phone: (630) 407-6500	Fax:	Phone: 630-407-5037	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Telcom Innovations Group	Vendor#: 12123	Dept: IT	Division:
Attn:	Email:	Attn: Joe Bulaga	Email: Joseph.Bulaga@dupagecounty.gov
Address: 125 N. Prospect	City: Itasca	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60143	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-5151	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Nov 8, 2023	Contract End Date (PO25): Nov 7, 2024
Contract Administrator (PO25): Joe Bulaga			

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	40	EA		Professional Services	FY23	1000	1110	53020		145.00	5,800.00
2	1	EA		MiCam Speech Activation Software	FY23	1000	1110	53806		17,056.00	17,056.00
<b>FY is required, assure the correct FY is selected.</b>										Requisition Total	\$ 22,856.00

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

**Telcom Innovations Group**

Phone: 630-350-0700 Fax: 630-350-0711  
125 N. Prospect  
Itasca, IL 60143

**Quote**

No.: **36635**  
Date: 10/10/2023

Quote Prepared for:  
Joe Bulaga (630) 407-5151

Prepared by: Randy Borchardt  
rborchardt@ask-tig.com

Account No.: 760

Phone: (630) 407-6500

Du Page County Admin.  
421 N. County Farm Road  
Wheaton, IL 60187-3978 U.S.A.

Qty.	Description	UOM	Sell	Total
Contact Center and UCC App's				
100	MiCAM VM Basic user SWA 1y, NA	EA	\$4.74	\$474.00
1.00	MiCollab AM Basic User 100, NA	EA	\$2,047.50	\$2,047.50
1	MiCAM - MiVB Integration	EA	\$0.00	\$0.00
1	MiCAM 9.0 System License	EA	\$0.00	\$0.00
1	SW key ASU Server/board, SWonly	EA	\$787.50	\$787.50
4	MiCollab AM Standard Port	EA	\$0.00	\$0.00
4	MiCollab AM IP Port	EA	\$0.00	\$0.00
8	MiCAM Speech Resource ASR/TTS	EA	\$1,950.00	\$15,600.00
Software Assurance				
8	MiCollab AM Speech SWA 1y	EA	\$392.00	\$3,136.00
1.00	Sourcewell Discount	EA	(\$4,409.00)	(\$4,409.00)
40.00	Estimated labor	HR	\$145.00	\$5,800.00
1.00	TIG Discount	EA	(\$580.00)	(\$580.00)
			Item Total:	\$22,856.00
			<b>Total:</b>	<b>\$22,856.00</b>

**Telcom Innovations Group**

Phone: 630-350-0700 Fax: 630-350-0711  
125 N. Prospect  
Itasca, IL 60143

**Quote**

No.: **36635**  
Date: 10/10/2023

Quote Prepared for:  
Joe Bulaga (630) 407-5151

Prepared by: Randy Borchardt  
rborchardt@ask-tig.com  
Account No.: 760  
Phone: (630) 407-6500

Du Page County Admin.  
421 N. County Farm Road  
Wheaton, IL 60187-3978 U.S.A.

Qty.	Description	UOM	Sell	Total
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*All orders over \$5,000.00 may require a deposit.*

Valid until this date 11/9/2023 12:00:00AM  
unless otherwise noted.

**Notes:**

**Confirm Preference:** TIG Installed ☐ To be shipped ☐

**Check here for Credit Card Purchase** ☐

**Name and number for TIG to contact for Credit Card information:**

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

*All credit card purchases are subject to a 3% fee at time of purchase. For security reasons do not place CC number on quote. A TIG representative will call the contact shown. Visa, MasterCard and Discover accepted.*

**Approved by:** \_\_\_\_\_

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

**Telcom Innovations Group, LLC Confidential and Proprietary Information**

PRICING ON THIS QUOTE IS GOOD FOR 30 DAYS

PRICING ON THIS QUOTE IS SUBJECT TO CHANGE DUE TO US GOVERNMENT TARIFFS

ANY ADDITIONAL SOFTWARE ADDS WILL INCUR ADDITIONAL SOFTWARE ASSURANCE CHARGES

Sourcewell# 120122-MBS

## Telcom Innovations Group

Phone: 630-350-0700 Fax: 630-350-0711  
125 N. Prospect  
Itasca, IL 60143



## Quote

No.: **36635**  
Date: 10/10/2023

Quote Prepared for:  
Joe Bulaga (630) 407-5151

Prepared by: Randy Borchardt  
rborchardt@ask-tig.com  
Account No.: 760  
Phone: (630) 407-6500

Du Page County Admin.  
421 N. County Farm Road  
Wheaton, IL 60187-3978 U.S.A.

Qty.	Description	UOM	Sell	Total
------	-------------	-----	------	-------

Excludes applicable sales tax, labor, shipping & handling and trip charge. All parts carry a 90 day warranty.

Any SWA allowed to lapse will be subject to a Mitel re-enlist penalty.

All Labor is subject to current TIG trip charges.

### T & M Labor Rates

Labor to be billed at \$155.00 per hour regular time and \$232.50 per hour overtime for Standard Telephony.  
Labor to be billed at \$210.00 per hour regular time and \$315.00 per hour overtime for Professional Services.

### Maintenance Labor Rates

Labor to be billed at \$145.00 per hour regular time and \$217.50 per hour overtime for Standard Telephony.  
Labor to be billed at \$200.00 per hour regular time and \$300.00 per hour overtime for Professional Services.

### Labor Rate Notice:

Regular time = M-F 8am – 5pm

Overtime = M-F 6am – 8am and 5pm – 10pm; Saturday through 5pm (straight time X 1.5 will be charged.)

Double time = Any hours not listed in Regular or Overtime definitions above (straight time X 2.0 will be charged)

Due to labor agreements, all weekday overtime charges commence at 5 PM. Overtime billing will continue through the work's completion. Weekend labor will be billed from the time the technician arrives until the time they leave. All overtime labor will be charged a portal-to-portal trip fee of \$225.00 for each time a technician is requested on site. All remote labor will be billed in accordance with this policy, the trip fee will only be charged if the technician is dispatched.

Note: For all digital carrier circuits (T-1, PRI & BRI), TIG will guarantee that all of the required PBX hardware and software will be installed, programmed and tested by the providers due date. TIG cannot guarantee any services provided from third parties or their performance in delivering those services. Any failure of third party providers may result in additional charges from TIG.

**CUSTOMER PROVIDED SERVERS:** All customer-provided servers will comply with manufacturer server specifications and minimally meet the specifications provided to you by your TIG Account Executive. All hardware, operating system and application software (SQL, Excel, Internet Explorer, etc.) required will be assembled, preloaded and tested prior to being shipped to TIG. Any labor required to bring any customer-provided equipment up to application specifications will be billed on an hourly basis at TIG's Professional Services labor rate.

### UPGRADES:

The pricing provided includes manufacturer incentives which require the return of certain system components. These components must be returned to TIG within 2 weeks for the proposed pricing to be held. In the event the parts are not returned to TIG within two weeks, TIG will invoice the amount of the incentive back to the customer.



## 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: Oct 10, 2023

Bid/Contract/PO #:

Company Name: Telcom Innovations Group LLC	Company Contact: Joe Splinter
Contact Phone: 630-616-4220	Contact Email: jsplinter@ask-tig.com

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

- 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 Joe Splinter

Title Controller

Date Oct 10, 2023

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



## Technology Requisition under \$30,000

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

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**File #:** 23-3571

**Agenda Date:** 11/7/2023

**Agenda #:** 6.F.

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

### SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 23-3447	RFP, BID, QUOTE OR RENEWAL #: CF-2023-02	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$24,120.00
COMMITTEE: TECHNOLOGY	TARGET COMMITTEE DATE: 11/07/2023	PROMPT FOR RENEWAL: 6 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$24,120.00
	CURRENT TERM TOTAL COST: \$24,120.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Infor	VENDOR #: 13553	DEPT: Information Technology	DEPT CONTACT NAME: Alma Montero
VENDOR CONTACT: Linda Watts	VENDOR CONTACT PHONE: 919-632-2467	DEPT CONTACT PHONE #: 630-407-5015	DEPT CONTACT EMAIL: alma.montero@dupageco.org
VENDOR CONTACT EMAIL: linda.watts@infor.com	VENDOR WEBSITE: www.infor.com/services/managed-services	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.). Infor year-end patch installation and application support for the HUR & Payrole modules of the ERP system; Infor change order to reduce the number of hours of support for FY 2024.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished This is required to continue to receive support through Infor's Managed Services.			

### 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. CUSTOMER SERVICE
SOURCE SELECTION	Describe method used to select source. Infor acquired Ciber, who has provided support for the Infor system since the ERP was implemented.
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 approving this support contract to assist HR as needed.



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: Infor (US), LLC	Vendor#: 13553	Dept: IT	Division:
Attn: Linda Watts	Email: Linda.Watts@infor.com	Attn: Sarah Godzicki	Email: Sarah.Godzicki@dupagecounty.gov
Address: 13560 Morris Road, Ste 4100	City: Alpharetta	Address: 421 N. County Farm Road	City: Wheaton
State: GA	Zip: 30004	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-5037	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Infor (US), LLC	Vendor#: 13553	Dept: IT	Division:
Attn:	Email:	Attn: Alma Montero	Email: Alma.Montero@dupagecounty.gov
Address: NW 7418 PO Box 1450	City: Minneapolis	Address: 421 N. County Farm Road	City: Wheaton
State: MN	Zip: 55485-7418	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-5015	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 1, 2023	Contract End Date (PO25): Nov 30, 2024
Contract Administrator (PO25): Alma Montero			

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	80	HR		Infor service agreement and managed services for patch installation; Infor change order to reduce the number of hours of support for FY 2024.	FY24	1000	1110	53020		301.50	24,120.00
<b>FY is required, assure the correct FY is selected.</b>										Requisition Total	\$ 24,120.00

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

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



# CHANGE ORDER

## INTRODUCTION

This Change Order document ("Change Order") is subject to all terms and conditions of the Software Services Agreement dated Oct. 23, 2017 (the "Services Agreement") and Managed Services Order Form dated Nov. 1, 2019 (the "Work Order") between Infor (US), LLC and County of Du Page ("Licensee") and constitutes a change to the Work Order. All terms of the Services Agreement and Work Order are incorporated herein by reference. Capitalized terms not defined in this Change Order are defined in the Services Agreement or Work Order. In the event of a conflict, the terms of this Change Order control over the terms of the Services Agreement and Work Order.

## 1.0 CHANGE ORDER

Licensee	County of Du Page
Project Name	Infor Managed Services
Project Number	OP-06946387
Product(s)	Infor S3 Financials, Supply Chain, HCM on premise
Change Number	CF-2023-02
Description	Change number of effort hours for upcoming term
Effective Date	Latter of December 1, 2023 or date of the last party's signature
Prepared By	David Saltzsieder
Approved by	Pat Gaston

### 1.1 Preliminary identification and assessment

#### Describe the change in detail

By signing this Change Order, the licensee is agreeing to reduce the hours allocation from 30 hours per quarter to 20 hours per quarter.

#### Reason for the change

Reduce hours allocation per quarter

## 1.2 Detailed impact analysis

### Impact on project plan (including estimated timelines)

None

### Who needs to be notified of the change

### Impact on project cost

New price for upcoming term.

### Service Fee for Services Provided under this Change Order

Resource/Activity/Task	Fixed One Time Fees	Fixed Quarterly Fees	Total Annual Fees
Provide IMS services for an additional	\$ 0.00	\$ 6,030.00	\$ 24,120.00

### Payment and Payment Schedule

**PAYMENT:** Upon the effective date, Infor will invoice Licensee per the schedule below. Licensee will pay each Infor invoice within thirty (30) days of the date of the invoice.

**PAYMENT SCHEDULE:** Licensee shall pay the above described fees for IMS Services in advance as per the schedule laid out below:

- Advance quarterly installments of \$ 6030 per quarter due within thirty (30) days of invoice date.

All payments hereunder are non-refundable.

### CHANGE ORDER TERM:

This Change Order shall commence as of the Effective Date set forth above and shall continue for an initial term of one (1) year (the "Initial Term"). After the Initial Term, such Work Order shall automatically renew for successive one-year terms, (a "Renewal Term"), unless either party provides written notice to the other party of non-renewal at least ninety (90) days prior to the commencement of the renewal period

After the Initial Term, the annual renewal cap shall be 6% or the then-current year-over-year increase in the Consumer Price Index (CPI-U), whichever is greater and shall apply to future annual renewals.

Travel and living expenses are not included in the rates or estimated fees stated herein. Such travel and living expenses are in addition to such fees.

## 2.0 CHANGE APPROVAL / PAYMENT



By signing below, Licensee authorizes Infor to proceed with the work set forth in this Change Order and bill Licensee per the payment terms set forth in the original Work Order for any additional Services fees. Please return a signed copy of this Change Order to Infor PSO.

Effective Date: Latter of December 1, 2023 or date of the last party's signature

THE PARTIES have executed this Change Order through the signatures of their respective authorized representatives.

<b>INFOR: Infor (US), LLC</b>	<b>LICENSEE: County of Du Page</b>
Signature: <b>Signature on File</b>	Signature:
Printed Name: <b>Jonathan Toomey</b>	Printed Name: <b>Alma Montero</b>
Title:	Title:
Address:	Address:
Address:	Address:
Signature Date: <b>13 Oct ber 2023   15:16:04 DT</b>	Signature Date:



**Certificate Of Completion**

Envelope Id: 013749B5C77C49BDB38646C4130B40B7

Status: Sent

Subject: Complete with DocuSign: CareFor Change Order DuPage 2023 10 09.docx

Deal Currency:

Opportunity ID (e.g. OP-12345678):

Total Services Value (local currency):

Category:

Source Envelope:

Document Pages: 3

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Linda Watts

AutoNav: Enabled

13560 Morris Road, Ste 4100

Enveloped Stamping: Enabled

Alpharetta, GA 30004

Time Zone: (UTC-05:00) Eastern Time (US &amp; Canada)

linda.watts@infor.com

IP Address: 108.77.86.177

**Record Tracking**

Status: Original

Holder: Linda Watts

Location: DocuSign

12 October 2023 | 10:02

linda.watts@infor.com

**Signer Events****Signature****Timestamp**

Jonathan Toomey

Signature on File

Sent: 13 October 2023 | 14:28

Jonathan.Toomey@infor.com

Viewed: 13 October 2023 | 15:15

Sr Operations Director

Signed: 13 October 2023 | 15:16

13450 Morris Rd Alpharetta GA

Signature Adoption Pre-selected Style

Security Level: Email, Account Authentication (None)

Using IP Address: 108.20.79.133

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Alma Montero

Sent: 13 October 2023 | 15:16

Alma.Montero@dupageco.org

Viewed: 18 October 2023 | 14:40

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**

Accepted: 18 October 2023 | 14:40

ID: dd990d04-a8a4-46aa-8d90-ff3ef286e737

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

infor PSO NA Project Creation

**COPIED**

Sent: 13 October 2023 | 14:28

inforpso.naprojectcreation@infor.com

Sr Operations Director

Infor

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Linda Watts linda.watts@infor.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Tina Gangel tina.gangel@infor.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12 October 2023   10:21
Certified Delivered	Security Checked	18 October 2023   14:40
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

1 Process

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Infor (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**



Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Infor:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [ContractSupport@infor.com](mailto:ContractSupport@infor.com)

### **To advise Infor of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [ContractSupport@infor.com](mailto:ContractSupport@infor.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Infor**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [ContractSupport@infor.com](mailto:ContractSupport@infor.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Infor**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [ContractSupport@infor.com](mailto:ContractSupport@infor.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Infor as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Infor during the course of your relationship with Infor.



## 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: \_\_\_\_\_

Bid/Contract/PO #: \_\_\_\_\_

Company Name: Infor (US), LLC	Company Contact: Shawwna Wagner
Contact Phone: 470-481-5238	Contact Email: Shawwna.wagner@infor.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	Shawwna Wagner	470-481-5238	Shawwna.wagner@infor.com

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

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

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

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

<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

Edward Foley

Title

Manager, Infor Subscription Services

Date

03 October 2023 | 15:04:43 EDT

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



## Technology Resolution

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

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**File #:** TE-R-0045-23

**Agenda Date:** 11/7/2023

**Agenda #:** 7.A.

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RESOLUTION  
TO ADOPT THE  
DU PAGE COUNTY INFORMATION TECHNOLOGY  
TECHNOLOGY RESOURCES ACCEPTABLE USE POLICY

WHEREAS, it is the practice of the DuPage County Board to provide employees with written policy;  
and

WHEREAS, it is necessary to create and distribute guidelines for the Technology Resources Acceptable  
Use Policy to employees under County Board jurisdiction; and

WHEREAS, it is the responsibility of the Information Technology Department to maintain and  
distribute these policies.

NOW, THEREFORE, BE IT RESOLVED, that the attachment to this resolution be approved and  
adopted by all departments under the jurisdiction of the County Board.

Enacted and approved this 14<sup>th</sup> day of November, 2023, at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK



Policy 8.1 Technology Resources Acceptable Use			
<u>Effective Date:</u> 2/28/12	<u>Applicable Law/Statute:</u> None	<u>Source Doc/Dept.:</u> None/IT	<u>Authorizing I.C. Sec:</u> None
<u>Last Amended Date:</u> 11/xx/2023			

## TECHNOLOGY RESOURCES ACCEPTABLE USE

8.1

### POLICY

DuPage County's policy is to provide employees with technology resources necessary to support our goals and objectives. This policy pertains to all technology-related equipment, hardware, and software, including, but not limited to County-owned, leased, or licensed desktop and laptop computers, tablets, telephones, cell phones, copy machines, fax machines, computer systems, e-mail, other messaging software, Intranet, and Internet services, tools, and supplies.

### ELIGIBILITY

- All employees, volunteers, or contractors under County Board Jurisdiction, regardless of employment status. An employee is any person hired or is subject to termination by either (1) the County Board; or (2) a Countywide Elected Official who has adopted this policy on behalf of their offices.

### GUIDELINES

- A. The use of County technology resources are intended primarily for County business use; however, incidental and occasional use of these systems for non-work purposes may be permitted at the discretion of the Department Head. This use is permitted at the discretion of the Department Head under the following conditions:
1. Must not result in direct costs, cause legal action against, or negatively impact the County.
  2. Must not interfere with the performance of work duties.
  3. Must not cause a noticeable impact or change to operational infrastructure systems, noticeably consume resources, incur support, or otherwise adversely impact the functioning of essential operations.
  4. DuPage County reserves the right to monitor personal use to ensure compliance with all policies and to determine whether or not it is considered "Incidental Use" at the County's sole discretion.

- B.** County employees shall have no expectation of privacy regarding their use of County technology resources. The County reserves the right to access any and all information, including files and e-mail stored on the County network or any County equipment. For the protection of the County and workforce members, the County at any time may examine DuPage County technology or information resources or intercept, monitor, review, and share data with authorized personnel and law enforcement (if necessary). Users are reminded that even deleted information may also be retrieved.
- C.** All County employees are expected to conduct themselves honestly and appropriately when using County technology resources. In doing so, employees are expected to respect any laws, including the Freedom of Information Act, copyrights, software licensing rules, property rights and the privacy of others. The County's computer system must not be used to download, upload, or otherwise handle illegal and/or unauthorized copyrighted content. Examples of this include:
1. Copying and sharing images, music, movies, or other copyrighted material using P2P (peer to peer) file sharing or unlicensed CDs and DVDs.
  2. Posting or plagiarizing copyrighted material.
  3. Downloading copyrighted files which employee has not already legally procured.
  4. Software without a valid license or from an unapproved source.
- D.** Employees are expected to exercise good judgment regarding appropriate use of County technology resources and equipment and adhere to any safety guidelines related to a piece of equipment.
- E.** Employees are expected to limit the use of personal electronic devices and other personal equipment for non-work-related purposes during working hours. Any limited use will be at the discretion of the Department Head.
- F.** Employees may not blog, or use other forms of commonly known social media or technology, using County equipment on the Internet/Intranet during their designated work schedule unless specifically authorized by the Department Head as part of the employee's position. DuPage County reserves the right to discontinue employee access to County equipment if an employee is found to have posted content that is deemed inappropriate including, but not limited to, content which:
1. Violates any laws.
  2. Is libelous or may be construed as harassment (Personnel Policy 6C: Harassment).
  3. Violates any County policies, rules, standards, or requirements, including, but not limited to, the County's Ethics Ordinance and Personnel Policy 6H: Employment Ethics.
  4. Is adverse to the reputation, interests, or business relationships of DuPage County.

- G.** Instant Messaging, defined as online chat that offers real-time text transmission over the internet, is allowed for County business communications only. Employees should recognize that Instant Messaging is an unsecure method of communication and should take necessary steps to follow guidelines on disclosing confidential data.
- H.** Employees may not remove County equipment from the location where the equipment is assigned, with the exception of cellular devices, equipment installed in vehicles, or equipment intended to be used in the field unless otherwise authorized by the Department Head and Information Technology. Once approved, Information Technology must be notified in order to update their records. Upon separation, all technology resources must be returned to the Information Technology department.
- I.** County employees shall not install, remove, or otherwise modify any hardware or software without written approval of their Department Head and IT Department.
- J.** Employees will be issued one desktop or laptop for their use. Employees will not be allowed multiple desktops or laptops for their sole use unless authorized by their Department Head and the CIO. Kiosks or computers for use by multiple employees are exempt from this requirement.
- K.** Employees are responsible for ensuring the protection and security of assigned County technology resources. Technology resources must be secured when not in use. Missing equipment must be reported to the Department Head, Security Department, and Information Technology Department immediately.
  - 1.** Laptop locks and cables must be used to secure laptops when in a non-secured area.
  - 2.** Mobile devices must be kept out of sight when not in use.
  - 3.** Care must be given when using or transporting devices in busy areas.
  - 4.** As a general rule, mobile devices must not be stored in cars. If the situation leaves no other viable alternatives, the device must be stored in the trunk, with the interior trunk release locked; or in a lockable compartment such as a glove box.
  - 5.** The County may use remote wipe/remote delete technology. This technology allows a user or administrator to make the data on the mobile device unrecoverable.

## **NETWORK USE GUIDELINES**

- A.** The DuPage County Information Technology department shall be the sole provider of designs, specifications, operations, maintenance, and management of all network infrastructure and equipment including, but not limited to, switches, routers, firewalls, wireless access points and the wired/wireless local area network, with the exception of departments that have their own network staff.



- B.** With the exception of the IT Department, and other employees approved by their Department Head or Elected Official and the CIO, no Employee shall be granted administrative rights to any Network equipment.
- C.** Remote access to the County systems shall only be allowed via County approved software and hardware. Remote access systems are to be used in the same manner as computer systems within the County offices and are subject to the same policies. Employees shall ensure reasonable physical security is maintained for the computing systems used for remote access.
- D.** Non-County provided equipment is expressly prohibited on the County's network.

## **COMPUTER USE GUIDELINES**

- A.** Employees will safeguard login identifications and passwords. Any suspected password compromise will be reported immediately to the IT Department. Password and access information may not be recorded, shared, or given to anyone other than the Employee.
- B.** No Employee shall allow non-County IT Staff to assume unsupervised control of a computer or application to which you have logged in with your username.
- C.** All Employees are responsible for logging out of or locking their workstation before they leave the office/desk unattended so that unauthorized persons cannot see, read, or take/copy confidential data. Contact the IT Department for procedures concerning the automatic locking of workstations.
- D.** No Employee shall be granted a primary login with administrative rights to their workstation, except as approved by their Department Head or Elected Official and the CIO.
- E.** No personal data shall be stored on County Servers. This includes, but is not limited to, documents, pictures, music, and video files. Information Technology reserves the right to remove any personal documents, pictures, music, or video files without warning. Findings shall be reported to the employee's supervisor.
- F.** No confidential data shall be stored on any local or removable media devices that are not encrypted with County approved encryption software.
- G.** Data stored locally on desktops and laptops is not backed up by the IT Department. No County business-related data shall be stored on any local hard drives. The IT Department will provide training to ensure that data is being stored in the correct location.
- H.** No County data shall be sent using personal or non-County provided email.



- I. No County data shall be shared using non-County provided storage unless required by an outside vendor and with the approval of the Department Head or Elected Official.
- J. Employees are prohibited from modifying County-owned technology without approval from their Department Head and the IT Department, or an Elected Official. Modifications that could impact the County network, desktop computing devices, and other computer systems are strictly prohibited. The modifications include, but are not limited to, software installation and configuration changes. Installation of non-business-related software is prohibited.
- K. The Internet is a network of interconnected computers over which the County has very little control. Employees should recognize this when using the Internet and understand that it is a public domain and he or she can come into contact with information, even inadvertently, that he or she may find offensive, sexually explicit, or inappropriate. Employees must use the Internet at their own risk. The County is not responsible for any information Employees view, read, or download from the Internet. The County may use software to filter offensive, sexually explicit, inappropriate, or non-business-related sites.
- L. Streaming media can use a great deal of network resources and thus must be used carefully. Streaming media, such as internet radio stations or internet videos, is allowed for job-related functions only.
- M. Excessive use, as defined by the IT department, of County bandwidth or other computer resources is not permitted. Large file downloads or other bandwidth-intensive tasks that may degrade network capacity or performance must be performed during times of low County-wide usage. If contacted by the IT department with regards to the excessive use of bandwidth employees will follow the instructions of the IT department.
- N. Using County-owned or County-provided computer systems to circumvent any security systems, authentication systems, user-based systems, or escalating privileges is expressly prohibited. Knowingly taking any actions to bypass or circumvent security is expressly prohibited.
- O. No County-owned or County-provided computer systems may be knowingly used for activities that are considered illegal under local, state, federal, or international law. Such actions include, but are not limited to, the following:
  - 1. Unauthorized port scanning, defined as systematically scanning a computer's ports.
  - 2. Unauthorized network hacking, defined as any technical effort to manipulate the normal behavior of network connections and connected systems.
  - 3. Unauthorized packet sniffing, defined as the act of capturing packets of data flowing across a computer network.
  - 4. Unauthorized packet spoofing, defined as creating internet protocol packets with a false source IP address.

5. Unauthorized Denial of Services, defined as a cyber-attack where the perpetrator seeks to make a machine or network resource unavailable to its intended users.
6. Unauthorized wireless hacking, defined as accessing wireless networks by defeating the security devices within that wireless network.
7. Any act that may be considered an attempt to gain unauthorized access to or escalate privileges on a computer or other electronic system.
8. Acts of Terrorism.
9. Identity Theft, defined as the fraudulent acquisition and/or use of a person's private identifying information.
10. Spying.
11. Downloading, storing, or distributing violent, perverse, obscene, lewd, or offensive material as deemed by applicable statutes, except as authorized by a Department Head or Elected Official for the purpose of County business, e.g. criminal case investigations.
12. Downloading, storing, or distributing copyrighted material without proper licensing.

The County will take all necessary steps to report and prosecute any violations of this policy.

## **EMAIL USE GUIDELINES**

- A. County employees shall identify themselves accurately and completely when corresponding with others by means of telephone, e-mail, Intranet, or Internet and shall not send any unsolicited mass e-mails or e-mails used for solicitation purposes with the exception of County-supported charities.
- B. Email accounts will be set up for each Employee determined to have a business need to send and receive County email. Accounts will be set up at the time a new Employee starts with the County or when a promotion or change in work responsibilities for an existing Employee creates the need to send and receive mail.
- C. When an Employee leaves the County or their email access is officially terminated for another reason, the IT Department will disable the Employee's access to the account by password change or by disabling the account. If necessary, and at the request of the Department, the IT Department will either provide access to the former Employee's account to another Employee or will forward the emails sent to that account to another Employee. An Out of Office response should be set up to notify any senders that the County no longer employs the Employee.
- D. No less than sixty (60) days after an Employee terminates employment with the County, the email account will be unlicensed and hidden in the system. Email will be removed from the system per the email retention policy. It is the responsibility of the Employee's Department Head or Elected Official or their designee to remove any Records per the State of Illinois Records Retention Act, or other applicable laws or statutes, from the email system and store them in another location. If the email account needs to be

retained longer than sixty days, the Department Head or Elected Official, or their designee, must notify the IT Department in writing.

- E. Employees must use the County email system for all County business-related emails. Employees are prohibited from sending County business emails from a non-County provided email account.
- F. When using a County email account, email must be addressed and sent carefully. Employees should keep in mind that the County loses any control of email once it is sent externally to the County network. Employees must take extreme care when typing in email addresses, particularly when email auto-complete features are enabled, using the “reply all” function, or using distribution lists to avoid inadvertent information disclosure to unintended recipients. Careful use of email will help the County avoid unintentional disclosure of private, sensitive, or non-public information.
- G. Retrieval, interception, or reading of an email or other electronic messages not addressed to the Employee, unless expressly authorized by the Department Head or by the message’s original recipient, is prohibited.
- H. Limited Personal usage of the County email systems is permitted at the discretion of the Department Head, Chief Administrative Officer, or Elected Official as long as such usage does not negatively impact the County computer network and/or such usage does not negatively impact the employee’s job performance. Conducting non-County related business emails from a County email account is prohibited.
- I. The County email systems shall never be used for: spamming, harassment, issuing threats, solicitations, chain letters, or pyramid schemes. This list is not exhaustive but is included to provide a frame of reference for types of activities that are prohibited.
- J. The County makes the distinction between the sending of mass emails and the sending of unsolicited emails (SPAM). Mass emails may be useful and are allowed as the situation dictates. Sending of SPAM emails is strictly prohibited. Mass emails must have the following characteristics. Emails sent to County employees or persons who have already inquired about the County’s services are exempt from the below requirements.
  - 1. The email must contain instructions on how to unsubscribe from receiving future emails. Unsubscribe requests must be honored immediately.
  - 2. The email must contain a subject line relevant to the content.
  - 3. The email must contain contact information, including the physical address of the sender.
  - 4. The email must not contain intentionally misleading information. This excludes emails generated by the Information Technology department for the purposes of security training.

- K.** Employees are prohibited from forging email header information or attempting to impersonate another person using the County Email system.
- L.** Email is an unsecured method of communication and thus, information that is considered confidential, Personally Identifiable Information, or HIPAA information may not be sent via email, regardless of the recipient, without proper encryption.
- M.** It is County policy not to open email attachments from unknown senders, or when such attachments are unexpected. Suspicious emails or attachments should be forwarded to IT Security Department for review.
- N.** Email systems were not designed to transfer large files, and as such, emails should not contain attachments of excessive file size.
- O.** The County uses email as an important communication medium for County business operations. Employees who use the County email system are expected to check and respond to emails consistently and promptly during business hours. Email content reflects on the County and must be professional and courteous.
- P.** Email signatures (contact information at the bottom of each email) must be used for emails sent externally and should be used for emails sent to other employees within the County email system. Employees must keep signatures professional in nature. At a minimum, the signature must identify the County, the sender's name, and their Department.
- Q.** The County requires the use of an Out of Office message if the employee will be out of the office for the entire business day or more. The message should notify the sender that the employee is out of the office and who the sender should contact if immediate assistance is required.
- R.** Employees should be advised that the County owns and maintains all legal rights to its email system and network, and thus any email passing through these systems is owned by the County, and it may be subject to use for purposes not anticipated by the employee. Email may be backed up, copied, retained, or used for legal, disciplinary, or other reasons. Additionally, emails sent to or from the County may be considered public record and, therefore, subject to the Freedom of Information Act (5 ILCS 140/1 et seq.).
- S.** Accessing the County's email system from a non-County device without the permission of an Employee's supervisor is prohibited. If the County provides the Employee a smartphone, then permission is implied.
- T.** The County requires the use of email disclaimers and attaches email disclaimers on every original outgoing external email sent from County Board Departments. An email disclaimer is appended to the bottom of outgoing email messages and is intended to

notify recipients of any limitations on the email content. For example, that content may be subject to public inspection as part of the Freedom of Information Act.

- U. Emails that are or may be constituted as “Records” per the State of Illinois Records Retention Act must be retained as per the regulations in that act. Each Department’s Application for Authority determines what constitutes a Record to dispose of local records. These records should be retained outside of the email system.
- V. Employees are encouraged to delete non-record emails periodically when the email is no longer needed for business purposes, however, Employees are strictly prohibited from deleting an email in an attempt to hide a violation of this or another County policy, or where the deleted email is a “record” as defined by the Illinois Record Retention Act. Email must not be deleted when there is an active investigation or litigation where that email may be relevant.

## **CELLPHONE AND WIRELESS DEVICE USE**

The County will provide cellphones to employees where an employee is required, at the sole discretion of the Department Head, to have a cellphone to conduct County business. Any cellphone equipment provided will be limited to equipment that is provided at minimal cost by the current contracted wireless carrier. Exceptions will be made on a case-by-case basis and only if a special accommodation is needed. The following guidelines apply to all devices used to access the County’s e-mail system.

- A. Employees shall not download and/or save sensitive, confidential, or inappropriate information to their wireless devices unless the devices are encrypted with County approved encryption software and/or are password protected.
- B. Employees are responsible for locking and securing their wireless devices. Please contact the IT Department for procedures regarding securing wireless devices.
- C. All wireless devices that access the County’s e-mail system must have the ability to be disabled remotely.
- D. Installation of non-business-related applications or software that results in any cost to the County is prohibited.
- E. Lost phones must be reported immediately to the Department Head or Elected Official, Security Office, and the IT Department.

## **SECURITY AWARENESS**

Technology and information resource users are required to complete the mandatory security training and are requested to review any additional material when made available. At a minimum, this will occur at hire and annually thereafter.

Inappropriate use of County-owned equipment may result in disciplinary action, not to exclude termination. (Personnel Policy 10.1: Disciplinary Guidelines)

## **REPORTING OF A SECURITY INCIDENT**

If a security incident or breach of any security policies is discovered or suspected, the Employee must immediately notify his or her Department Manager or Elected Official, the Security Department and/or the CIO or their representatives. Employees must treat a suspected security incident as confidential information. Employees must not withhold information relating to a security incident or interfere with an investigation. Incidents which require notification are:

- A.** Suspected compromise of login credentials (username, passwords, etc.).
- B.** Suspected virus/malware/Trojan infection.
- C.** Loss or theft of any device that contains County information.
- D.** Loss or theft of ID badge or keycard.
- E.** Any attempt by any person to obtain the user's password over the telephone or by email.
- F.** Any other suspicious event that may impact the County's information security.



Policy 8.1	Technology Resources Acceptable Use		
<u>Effective Date:</u> 2/28/12 <u>Last Amended Date:</u> 09/22/201611/xx/2023	<u>Applicable Law/Statute:</u> None	<u>Source Doc/Dept.:</u> None/IT	<u>Authorizing I.C. Sec:</u> None

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## TECHNOLOGY RESOURCES ACCEPTABLE USE

8.1

### POLICY

DuPage County's policy is to provide employees with technology resources. It is the policy of DuPage County to provide employees with technology resources that are necessary to support our goals and objectives. This policy pertains to all technology-related equipment, hardware, and software, including, but not limited to: County-owned, leased, or licensed desktop and laptop computers, tablets, telephones, cell phones, copy machines, fax machines, computer systems, e-mail, and messaging software, Intranet, and Internet services, tools, and supplies.

### ELIGIBILITY

- All employees, volunteers, or contractors under County Board Jurisdiction, regardless of employment status. An employee is any person hired, or is subject to termination by either: (1) the County Board; or (2) a Countywide Elected Official who has adopted this policy on behalf of within their offices.

### GUIDELINES

- A. The use of County technology resources are intended primarily for County business use, however, incidental and occasional use of these systems for non-work purposes that does not result in a negative budgetary or performance impact may be permitted at the discretion of the Department Head. This use is permitted at the discretion of the Department Head under the following conditions:
1. Must not result in direct costs, cause of legal action against, or negatively impact the County cause embarrassment to the County.
  2. Must not interfere with the performance of work duties.
  3. Must not cause a noticeable impact or change to operational infrastructure systems, noticeably consume resources, incur support, or otherwise adversely impact the functioning of essential operations.

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~~—DuPage County reserves the right to monitor personal use to ensure compliance with all policies and to determine whether or not it is considered "Incidental Use" at the County's sole discretion.~~

~~4.~~

~~—County employees shall have no expectation of privacy in terms of regarding their use of County technology resources. The County reserves the right to access any and all information, including files and e-mail stored on the County network or any County equipment. For the protection of the companyCounty and workforce members, the companyCounty at any time may examine DuPage County technology or information resources or intercept, monitor, review, and share data with authorized personnel and law enforcement (if necessary). Users are reminded that even deleted information may also be retrieved.~~

~~B.~~  
~~A.~~

~~B. —County employees shall have no expectation of privacy in terms of their use of County technology resources. The County reserves the right to access any and all information including files and e-mail stored on the County network or any County equipment.~~

~~—All County employees are expected to conduct themselves honestly and appropriately when using County technology resources. In doing so, employees are expected to respect any laws, including the Freedom of Information Act, copyrights, software licensing rules, property rights and the privacy of others. The County's computer system must not be used to download, upload, or otherwise handle illegal and/or unauthorized copyrighted content. Examples of this include:~~

~~C.~~

- ~~1. Copying and sharing images, music, movies, or other copyrighted material using P2P (peer to peer) file sharing or unlicensed CD's and DVD's.;~~
- ~~2. Posting or plagiarizing copyrighted material.;~~
- ~~3. Downloading copyrighted files which employee has not already legally procured.;~~
- ~~—Software without a valid license or from an unapproved source.~~

~~C.4.~~

~~D. Employees are expected to exercise good judgment regarding appropriate use of County technology resources and equipment, and equipment and adhere to any safety guidelines related to a piece of equipment.~~

~~E. —County employees shall identify themselves accurately and completely when corresponding with others by means of telephone, e-mail, Intranet or Internet and shall not send any unsolicited mass e-mails or e-mails used for solicitation purposes with the exception of County-supported charities. At no time may County e-mail be used in a manner which gives the impression that the County has authorized an otherwise personal communication.~~

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**F.E.** Employees are expected to limit the use of personal ~~electronic devices-phones, pagers, PDA devices, MP3 players,~~ and other personal equipment for non-work relatedwork-related purposes during working hours. Any limited use will be at the discretion of the Department Head.

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**G.F.** Employees may not blog, or use other forms of commonly known social media or technology, using County equipment on the Internet/Intranet during their designated work schedule unless specifically authorized by the Department Head as part of the employee's position. ~~Blogging or other forms of social media or technology include, but are not limited to, social networks, online dating, video, wiki postings, personal blogs, or other similar forms of online journals, diaries, and personal newsletters not affiliated with DuPage County. DuPage County reserves the right to monitor employee use of County equipment, blogs, and other social media. Employees shall have no expectation of privacy with regard to the use of any County equipment or content that they post. In addition, DuPage County reserves the right to discontinue employee access to County equipment, require if an employee is found to have employees to remove or stop posting~~ content that is deemed inappropriate including, but not limited to, content which:

1. Violates any laws.
2. Is libelous or may be construed as harassment (Personnel Policy 6C: Harassment).
3. Violates any County policies, rules, standards, or requirements, including, but not limited to, the County's Ethics Ordinance and Personnel Policy 6H: Employment Ethics.
4. Is adverse to the reputation, interests, or business relationships of DuPage County.

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**G.** Instant Messaging, defined as online chat that offers real-time text transmission over the internet, is allowed for County business communications only. Employees should recognize that Instant Messaging is an unsecure method of communication and should take necessary steps to follow guidelines on disclosing confidential data.

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**H.** Employees may not remove County equipment from the location where the equipment is assigned, with the exception of cellular devices, equipment installed in vehicles, or equipment intended to be used in the field, unless otherwise authorized by the Department Head and Information Technology. Once approved, Information Technology must be notified in order to update their records. Upon separation, all technology resources must be returned to the Information Technology department.

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~~Employees may not take County Equipment home remove County equipment from the location where the equipment is assigned, with the exception of cellular devices, unless otherwise authorized by the Department Head.~~

~~H. Employees may not take County Equipment home, unless otherwise authorized by the Department Head.~~

I. County employees shall not install, remove, or otherwise modify any hardware or software without written approval of their Department Head and IT Department.

J. Employees will be issued one desktop or laptop for their use. Employees will not be allowed multiple desktops or laptops for their sole use unless authorized by their Department Head and the CIO/IT Department. Kiosks or computers for use by multiple employees are exempt from this requirement.

K. Employees are responsible for ensuring the protection and security of assigned County technology resources. Technology resources must be secured when not in use. Missing equipment must be reported to the Department Head, Security Department, and Information Technology Department immediately.

1. Laptop locks and cables mustshould be used to secure laptops when in a non-secured area.
2. Mobile devices mustshould be kept out of sight when not in use.
3. Care mustshould be given when using or transporting devices in busy areas.
4. As a general rule, mobile devices must not be stored in cars. If the situation leaves no other viable alternatives, the device must be stored in the trunk, with the interior trunk release locked; or in a lockable compartment such as a glove box.
- 1.5. The County may use remote wipe/remote delete technology. This technology allows a user or administrator to make the data on the mobile device unrecoverable.

## NETWORK USE GUIDELINES

A. ~~The DuPage County Information Technology department shall be the sole provider of designs, specifications, operations, maintenance, and management of all network infrastructure and equipment including, but not limited to, switches, routers, firewalls, wireless access points and the wired/wireless local area network, with the exception of departments that have their own network staff.~~

A.

B. With the exception of the IT Department, and other employees approved by their Department Head ~~or Elected Official~~ and the CIO, no Employee shall be granted administrative rights to any Network equipment.

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**C.** Remote access to the County systems shall only be allowed via County approved software and hardware. Remote access systems are to be used in the same manner as computer systems within the County offices and are subject to the same policies. Employees shall ensure reasonable physical security is maintained for the computing systems used for remote access.

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**D.** Non-County provided equipment is expressly prohibited on the County's network.  
**G.**

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## COMPUTER USE GUIDELINES

**A.** Employees will safeguard login identifications and passwords. Any suspected password compromise will be reported immediately to the IT Department. Password and access information may not be recorded, shared, or given to anyone other than the Employee.

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**A.B.** No Employee shall allow non-County IT Staff to assume unsupervised control of a computer or application to which you have logged in with your username.

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**B.C.** All Employees are responsible for logging out of or locking their workstation before they leave the office/desk unattended so that unauthorized persons cannot see, read, or take/copy confidential data. Contact the IT Department for procedures concerning the automatic locking of workstations.

**C.D.** With the exception of the IT Department, and other employees approved by their Department Head and the CIO, No Employees shall be granted a primary login with administrative rights to their workstation, except as approved by their Department Head or Elected Official and the CIO.

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**D.E.** No personal data shall be stored on County Servers. This includes, but is not limited to, documents, pictures, music, and video files. Information Technology reserves the right to remove any personal documents, pictures, music, or video files without warning. Findings shall be reported to the employee's supervisor, and the employee may be subject to disciplinary action.

**E.F.** No confidential data shall be stored on any local or removable media devices that are not encrypted with County approved encryption software.

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**F.G.** Data stored locally on desktops and laptops is not backed up by the IT Department. No County business-related data shall be stored on any local hard drives. The IT Department will provide training to ensure that data is being stored in the correct location.

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H. No County data shall be sentshared using personal or non-County provided email.

I. No County data shall be shared using non-County provided ~~storage~~storage or internet locations, such as gmail, yahoo, drpbox, google docs, etc, unless required by an outside vendor and with the approval of the Department Head or Elected Official.

G.J. Employees are prohibited from ~~making modifications to~~modifying County-owned technology without ~~appropriate~~approval from their Department Head and the IT Department, ~~or an separately the Elected Official~~. Modifications that could impact the County network, desktop computing devices, and other computer systems are strictly prohibited. ~~Modification~~The modifications includes, but ~~is~~are not limited to, software installation and configuration changes. Installation of non-business-relatedbusiness-related software, personal music and video files is prohibited.

The following ~~Examples of~~are unacceptable uses of County technology equipment, include, but are not limited to: downloading non-work related files, including music files; personal instant messaging or chat; playing games; sending chain letters; sending, printing or displaying offensive images, pictures or jokes; sending, printing or displaying sexually offensive materials; sending, initiating or contributing to "SPAM"; running "Hacker" or "Cracker" type software or actions; using proxy sites or servers; using Peer-to-Peer or file sharing software; FTP software; streaming audio and video for any purpose unless authorized and configured by the IT Department to support a valid County business requirement; causing damage to County owned computers and/or peripheral equipment. Said list is of examples is not meant to represent all unacceptable uses of County technology. ~~Exceptions to this policy may be made with the authorization of a Department Head or Elected Official.~~

K. The Internet is a network ~~of~~ interconnected computers over which the County has very little control. Employees should recognize this when using the Internet, and understand that it is a public domain and he or she can come into contact with information, even inadvertently, that he or she may find offensive, sexually explicit, or inappropriate. Employees must use the Internet at their own risk. The County is not responsible for any information Employees view, read, or download from the Internet. The County may use software to filter offensive, sexually explicit, inappropriate, or non-business relatednon-business-related sites.

L. Streaming media can use a great deal of network resources and thus must be used carefully. Streaming media, such as internet radio stations or internet videos, is allowed for job-related functions only.

M. Excessive use, as defined by the IT department, of County bandwidth or other computer resources is not permittedd. Large file downloads or other bandwidth intensivebandwidth-intensive tasks that may degrade network capacity or performance must be performed during times of low County-wide usage. If contacted by the IT department with regards to the excessiveexcessive use of bandwidth employees will follow the instructions of the IT department.

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**N.** Using County-owned or County-provided computer systems to circumvent any security systems, authentication systems, user-based systems, or escalating privileges is expressly prohibited. Knowingly taking any actions to bypass or circumvent security is expressly prohibited.

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**O.** No County-owned or County-provided computer systems may be knowingly used for activities that are considered illegal under local, state, federal, or international law. Such actions include, but are not limited to, the following:

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1. Unauthorized port scanning, defined as systematically scanning a computer's ports.
2. Unauthorized network hacking, defined as any technical effort to manipulate the normal behavior of network connections and connected systems.
3. Unauthorized packet sniffing, defined as the act of capturing packets of data flowing across a computer network.
4. Unauthorized packet spoofing, defined as creating internet protocol packets with a false source IP address.
5. Unauthorized Denial of Services, defined as a cyber-attack where the perpetrator seeks to make a machine or network resource unavailable to its intended users.
6. Unauthorized wireless hacking, defined as accessing wireless networks by defeating the security devices within that wireless network.
7. Any act that may be considered an attempt to gain unauthorized access to or escalate privileges on a computer or other electronic system.
8. Acts of Terrorism.
9. Identity Theft, defined as the fraudulent acquisition and/or use of a person's private identifying information.
10. Spying.
11. Downloading, storing, or distributing violent, perverse, obscene, lewd, or offensive material as deemed by applicable statutes, except as authorized by a Department Head or Elected Official for the purpose of County business, e.g. criminal case investigations.
12. Downloading, storing, or distributing copyrighted material without proper licensing.

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**I.** The County will take all necessary steps to report and prosecute any violations of this policy.

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## **EMAIL USE GUIDELINES**

**A.** County employees shall identify themselves accurately and completely when corresponding with others by means of telephone, e-mail, Intranet, or Internet and shall not send any unsolicited mass e-mails or e-mails used for solicitation purposes with the exception of County-supported charities.

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**B.** Email accounts will be set up for each Employee determined to have a business need to send and receive County email. Accounts will be set up at the time a new Employee starts with the County, or when a promotion or change in work responsibilities for an existing Employee creates the need to send and receive mail.

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**C.** When an Employee leaves the County, or their email access is officially terminated for another reason, the IT Department will disable the Employee's access to the account by password change or by disabling the account. If necessary, and at the request of the Department, the IT Department will either provide access to the former Employee's account to another Employee, or will forward the emails sent to that account to another Employee. An Out of Office response should be set up to notify any senders that the County no longer employs the Employee. ~~the Employee is no longer employed by the County.~~

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**D.** No less than sixty (60) days after an Employee terminates employment with the County, the email account will be ~~unlicensed~~deleted and ~~hidden~~removed from in the system. Email will be removed from the system per the email retention policy. It is the responsibility of the Employee's Department Head or Elected Official or their designee to remove any Records per the State of Illinois Records Retention Act, or other applicable ~~law~~laws or ~~statute~~statutes, from the email system and store them in another location. If the email account needs to be retained longer than sixty days, the Department Head or Elected Official, or their designee, must notify the IT Department in writing.

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**E.** Employees must use the County email system for all County business-related ~~email~~emails. Employees are prohibited from sending County business emails from a non-County provided email account.

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**F.** When using a County email account, email must be addressed and sent carefully. Employees should keep in mind that the County loses any control of email once it is sent ~~external~~externally to the County network. Employees must take extreme care when typing in email addresses, particularly when email auto-complete features are enabled, using the "reply all" function, or using distribution lists ~~in or~~to avoid inadvertent information disclosure to unintended recipients. Careful use of email will help the County avoid unintentional disclosure of private, sensitive, or non-public information.

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**G.** Retrieval, interception, or reading of an email or other electronic messages not addressed to the Employee, unless expressly authorized by the Department Head or by the message's original recipient, is prohibited.

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**H.** ~~Limited~~ Personal usage of the County email systems is permitted at the discretion of the Department Head, ~~Chief Administrative Officer or Chief of Staff, or~~ Elected Official ~~Official~~ and as long as such usage does not negatively impact the County computer network and/or such usage does not negatively impact the employee's job

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performance. Conducting non-County related business emails from a County email account is prohibited.

I. The following is never permittedCounty email systems shall never be used for: spamming, harassment, issuing threats, solicitations, chain letters, or pyramid schemes. This list is not exhaustive, but is included to provide a frame of reference for types of activities that are prohibited.

J. The County makes the distinction between the sending of mass emails and the sending of unsolicited emailemails (SPAM). Mass emails may be useful and isare allowed as the situation dictates. Sending of SPAM emails is strictly prohibited. Mass emails must have the following characteristics. Emails sent to County employees or persons who have already inquired about the County's services are exempt from the below requirements.

1. The email must contain instructions on how to unsubscribe from receiving future emails. Unsubscribe requests must be honored immediately.
2. The email must contain a subject line relevant to the content.
3. The email must contain contact information, including the physical address, of the sender.
4. The email must not contain intentionally misleading information. This excludes emails generated by the Information Technology department for the purposes of security training.

K. Employees are prohibited from forging email header information or attempting to impersonate another person using the County Email system.

L. Email is an unsecureunsecured method of communication and thus, information that is considered confidential, Personally Identifiable Information, or HIPAA information, may not be sent via email, regardless of the recipient, without proper encryption.

M. It is County policy not to open email attachments from unknown sendersto not open email attachments from unknown senders, or when such attachments are unexpected. Suspicious emails or attachments should be forwarded to IT Security Department for review.

N. Email systems were not designed to transfer large files, and as such, emails should not contain attachments of excessive file size.

O. The County uses email as an important communication medium for County business operations. Employees who use the County email system are expected to check and respond to emailemails in a consistent and timely mannerconsistently and promptly during business hours. Email content reflects on the County and must be professional and courteous.

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**P.** Email signatures (contact information at the bottom of each email) must be used for emails sent externally, and should be used for emails sent to other employees within the County email system. Employees must keep signatures professional in nature. At a minimum, the signature must identify the County, the sender's name, and their Department.

**Q.** The County requires the use of an Out of Office message if the employee will be out of the office for the entire business day or more. The message should notify the sender that the employee is out of the office and who the sender should contact if immediate assistance is required.

~~The County makes the distinction between the sending of mass emails and the sending of unsolicited email (SPAM). Mass emails may be useful and is allowed as the situation dictates. Sending of SPAM emails is strictly prohibited. Mass emails must have the following characteristics. Emails sent to County employees or persons who have already inquired about the County's services are exempt from the below requirements.~~

- ~~The email must contain instructions on how to unsubscribe from receiving future emails. Unsubscribe requests must be honored immediately.~~
- ~~The email must contain a subject line relevant to the content.~~
- ~~The email must contain contact information, including the physical address, of the sender.~~
- ~~The email must not contain intentionally misleading information.~~

**R.** Employees should be advised that the County owns and maintains all legal rights to its email system and network, and thus any email passing through these systems is is owned by the County, and it may be subject to use for purposes not anticipated by the employee. Email may be backed up, otherwise copied, retained, or used for legal, disciplinary, or other reasons. Additionally, certain emails sent to or from the County may be considered public record and, therefore, subject to the Freedom of Information Act (5 ILCS 140/1 et seq.).

**S.** Accessing the County's email system from a non-County device without the permission of an Employee's supervisor is prohibited. If the County provides the Employee a smart phonesmartphone, then permission is implied.

**T.** The County requires the use of email disclaimers and attaches email disclaimers on every original outgoing external email sent from County Board Departments. An email disclaimer is appended to the bottom of outgoing email messages and is intended to notify recipients of any limitations on the email content. For example, that contentscontent may be subject to public inspection as part of the Freedom of Information Act.

**U.** Emails that are or may be constituted as "Records" per the State of Illinois Records Retention Act must be retained as per the regulations in that act. Each Department's Application for Authority determines what constitutes a Record What constitutes a

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Record is determined by each Department's Application for Authority to dispose of local records. These records should be retained outside of the email system.

- V. Employees are encouraged to delete non-record ~~email~~emails periodically when the email is no longer needed for business purposes, however, Employees are strictly prohibited from deleting an email in an attempt to hide a violation of this or another County policy, or where the deleted email is a "record" as defined by the Illinois Record Retention Act. Email must not be deleted when there is an active investigation or litigation where that email may be relevant.

## CELLPHONE AND WIRELESS DEVICE USE GUIDELINES

The County will provide cellphones to employees where an employee is required, ~~in at~~ the sole discretion of the Department Head, to have a cellphone to conduct County business. Any cellphone equipment provided will be limited to equipment that is provided at minimal cost by the current contracted wireless carrier. Exceptions will be made on a ~~case by case~~case-by-case basis and only if a special accommodation is needed.

The following guidelines apply to ~~any and all~~ devices used to access the County's e-mail system.

- A. Employees shall not download and/or save sensitive, ~~confidential~~confidential, or inappropriate information to their wireless devices unless the devices are encrypted with County approved encryption software, and/or ~~are~~ password protected.
- B. Employees are responsible for locking and securing their wireless devices. Please contact the IT Department for procedures regarding securing wireless devices.
- C. All wireless devices that access the County's e-mail system must have the ability to be disabled remotely.
- D. Installation of non-~~business related~~business-related applications or software that results in any cost to the County is prohibited.
- E. Lost phones must be reported immediately to the Department Head ~~or Elected Official~~, Security Office, and the IT Department.

## SECURITY AWARENESS

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E. Technology and information resource users are required to complete the mandatory security training and are requested to review any additional material when made available. At a minimum, this will occur at hire and annually thereafter.

Inappropriate use of County-owned equipment may result in disciplinary action, not to exclude termination. (Personnel Policy 10.1: Disciplinary Guidelines)

### **-REPORTING OF A SECURITY INCIDENT**

If a security incident or breach of any security policies is discovered or suspected, the Employee must immediately notify his or her Department Manager or Elected Official, the Security Department and/or the CIO or their representatives. Employees must treat a suspected security incident as confidential information. Employees must not withhold information relating to a security incident or interfere with an investigation. Incidents which require notification are:include but are not limited to

- A. -Suspected compromise of login credentials (username, passwords, etc.).
- B. Suspected virus/malware/Trojan infection.
- C. Loss or theft of any device that contains County information.
- D. Loss or theft of ID badge or keycard.
- E. Any attempt by any person to obtain the user's password over the telephone or by email.
- F. Any other suspicious event that may impact the County's information security.

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