1. CALL TO ORDER

9:00 AM meeting was called to order by Chairman Kevin Wiley at 9:29 AM.

2. ROLL CALL

PRESENT: Berlin, Bucholz, Chaplin, Elliott, Grogan, Henry, Kachiroubas, Krajewski, Wiley, Zaruba
ABSENT: Anderson

Conor McCarthy was present as a representative for Member Robert Berlin, State's Attorney.
Iwan Dimidik was present as a representative for Member John Zaruba, County Sheriff.
Tony Manzzullo was present as a representative for Member Fred Bucholz, County Recorder.

3. CHAIRMAN'S REMARKS

Chairman Wiley apologized for the meeting starting so late, noting that the County Board meeting ran long.

4. PUBLIC COMMENT

None.

5. APPROVAL OF MINUTES

A. Technology Committee - Regular Meeting - Apr 10, 2018 9:00 AM

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Brian J Krajewski, District 3
SECONDER: Elizabeth Chaplin, District 2
AYES: Berlin, Bucholz, Chaplin, Elliott, Grogan, Henry, Kachiroubas, Krajewski, Wiley, Zaruba
ABSENT: Anderson

6. BUDGET TRANSFERS
Member Elliott moved, seconded by Member Krajewski, to combine and approve items 6A and 6B. All ayes. Motion carried.

A. Budget Transfers -- Budget adjustment of $53,282.00 from 1100-2900-53828 (Contingencies) to 1100-2900-51000 (Benefit Payments); and $49,452.00 from 1100-2900-53020 (Information Technology Svcs) to 1100-2900-53806 (Software Licenses) to cover the cost of retiring employee benefits and annual GIS Azure Maintenance costs.

<table>
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<tr>
<th>RESULT:</th>
<th>APPROVED [UNANIMOUS]</th>
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<tr>
<td>MOVER:</td>
<td>Tim Elliott, District 4</td>
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<tr>
<td>SECONDER:</td>
<td>Brian J Krajewski, District 3</td>
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<tr>
<td>AYES:</td>
<td>Berlin, Bucholz, Chaplin, Elliott, Grogan, Henry, Kachiroubas, Krajewski, Wiley, Zaruba</td>
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<tr>
<td>ABSENT:</td>
<td>Anderson</td>
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</table>

B. Budget Transfers -- Budget adjustment of $271,600.00 from 1000-1110-53999 (New Program Requests) to 1000-1110-53020 (Information Technology Services) to cover the cost of ERP Managed Services for HR as well as the cost of the Plante/Moran contract (Tax Assessment Consulting Service).

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<th>RESULT:</th>
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<tr>
<td>SECONDER:</td>
<td>Brian J Krajewski, District 3</td>
</tr>
<tr>
<td>AYES:</td>
<td>Berlin, Bucholz, Chaplin, Elliott, Grogan, Henry, Kachiroubas, Krajewski, Wiley, Zaruba</td>
</tr>
<tr>
<td>ABSENT:</td>
<td>Anderson</td>
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</tbody>
</table>

7. ACTION ITEMS

A. TE-P-0131-18 Recommendation for the approval of a contract purchase order to Physicians Record Company, to furnish and deliver printed carbonless (NCR) forms for various County offices/departments. This contract covers the period of June 1, 2018 to May 31, 2019, for a contract total amount $42,000.00, per renewal option under bid #17-075-GV. This is the first of three (3) optional twelve month renewals.

<table>
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<th>RESULT:</th>
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<td>MOVER:</td>
<td>Brian J Krajewski, District 3</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>Tim Elliott, District 4</td>
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<tr>
<td>AYES:</td>
<td>Berlin, Bucholz, Chaplin, Elliott, Grogan, Henry, Kachiroubas, Krajewski, Wiley, Zaruba</td>
</tr>
<tr>
<td>ABSENT:</td>
<td>Anderson</td>
</tr>
</tbody>
</table>
B. TE-P-0132-18 Recommendation for the approval of a contract purchase order to Trustwave Holdings, Inc. for professional services to perform managed security testing and compliance validation services for the Payment Card Industry (PCI) Data Security Standard (DSS), for Information Technology. This contract covers the period of May 1, 2018 through November 30, 2018, for a contract total amount of $34,898.00. Per 55 ILCS 5/5-1022 "Competitive Bids" (d) IT/Telecom purchases under $35,000.00

Member Chaplin noted that this item is only slightly below the limit for IT/Telecom purchases under $35,000, per Illinois statute. She asked if, in these types of situations, bids or quotes are taken. Wendi Wagner, Network Systems Manager, said she did obtain quotes from various vendors and compared them before choosing Trustwave. Member Grogan added that official bids add extra work and administrative costs, which is why there is a higher limit before requiring them. Member Chaplin was satisfied with staff's response.

RESULT: APPROVED [UNANIMOUS]
MOVER: Kevin Wiley, Chairman
SECONDER: Tim Elliott, District 4
AYES: Berlin, Bucholz, Chaplin, Elliott, Grogan, Henry, Kachiroubas, Krajewski, Wiley, Zaruba
ABSENT: Anderson

C. TE-P-0133-18 Recommendation for the approval of a contract purchase order to MHC Software, Inc. for annual maintenance of the Enterprise Content Management System for Finance and Human Resources, for Information Technology. This contract covers the period of February 28, 2018 through February 27, 2019, for a contract total amount of $33,030.00. Per 55 ILCS 5/5-1022 "Competitive Bids" (d) IT/Telecom purchases under $35,000.00

RESULT: APPROVED [UNANIMOUS]
MOVER: Tim Elliott, District 4
SECONDER: Chris Kachiroubas, Circuit Court Clerk
AYES: Berlin, Bucholz, Chaplin, Elliott, Grogan, Henry, Kachiroubas, Krajewski, Wiley, Zaruba
ABSENT: Anderson

D. Action Item -- DT-R-0354A-17 – Amendment to Resolution DT-R-0354-17, issued to Meade, Inc., for the 2018-2019 Traffic Signal and Street Light Maintenance Program, Section 18-TSMTC-01-GM, to increase the funding in the amount of $74,836.00, resulting in an amended estimated County cost of $2,294,744.51, an increase of 3.37% (Furnish/install inner-duct and indoor-outdoor fiber for Customer Premise Equipment (CPE) network connectivity to the DU-COMM PSAP for the DuPage County Emergency Telephone System Board ($41,181.00), Information Technology ($20,245.00) and DuComm/Facilities Management ($13,410.00).
Member Chaplin recused herself from item 7D.

Member Grogan asked why DuComm is not picking up the charge for this project. He also asked if this change order is included in the original scope of work. Don Carlsen, CIO, and Paul Rafac, CFO, both responded that ETSB is doing a transfer of funds to pay their portion. Mr. Rafac added that this is considered a capital project/initiative. Mr. Carlsen noted this project will allow IT, DuComm, and ETSB to share data center space.

RESULT: APPROVED [9 TO 0]
MOVER: Tim Elliott, District 4
SECONDER: Brian J Krajewski, District 3
AYES: Berlin, Bucholz, Elliott, Grogan, Henry, Kachiroubas, Krajewski, Wiley, Zaruba
ABSENT: Anderson
RECUSED: Chaplin

8. INFORMATIONAL ITEMS
Member Elliott moved, seconded by Member Kachiroubas, to combine and place on file items 8A through 8D. All ayes. Motion carried.

A. FI-P-0134-18 Recommendation for the approval of a contract for CherryRoad Technologies Inc., to provide an integrated budget solution for the County covering the period through 2023 for Finance for a contract total amount not to exceed $783,580. Per request for proposal RFP 18-704-LG.

Member Grogan inquired as to why this purchase is coming to Technology Committee as informational rather than for approval. Chairman Wiley explained that this project is headed by the Finance department and, as such, goes to Finance Committee for approval.

RESULT: APPROVED [UNANIMOUS]
MOVER: Tim Elliott, District 4
SECONDER: Chris Kachiroubas, Circuit Court Clerk
AYES: Berlin, Bucholz, Chaplin, Elliott, Grogan, Henry, Kachiroubas, Krajewski, Wiley, Zaruba
ABSENT: Anderson

B. HHS-P-0123-18 Recommendation for the approval of a contract purchase order to CareVoyant, Inc., for one (1) year of software maintenance for the CareVoyant software system and first databank annual usage fee, for the DuPage Care Center, for the period May 1, 2018 through April 30, 2019, for a contract not to exceed $77,817.00, per 55 ILCS 5/5-1022 “Competitive Bids” (c) not suitable for competitive bids.
RESULT: APPROVED [UNANIMOUS]
MOVER: Tim Elliott, District 4
SECONDER: Chris Kachiroubas, Circuit Court Clerk
AYES: Berlin, Bucholz, Chaplin, Elliott, Grogan, Henry, Kachiroubas, Krajewski, Wiley, Zaruba
ABSENT: Anderson

C. 2018-114 Recommendation for the approval of a contract purchase order to QS/1 Data Systems, for software and software maintenance for the QS/1 Data System in the Pharmacy Department, for the DuPage Care Center, for the period May 1, 2018 through April 30, 2019, for a contract total not to exceed $20,000.00, per 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding.

RESULT: APPROVED [UNANIMOUS]
MOVER: Tim Elliott, District 4
SECONDER: Chris Kachiroubas, Circuit Court Clerk
AYES: Berlin, Bucholz, Chaplin, Elliott, Grogan, Henry, Kachiroubas, Krajewski, Wiley, Zaruba
ABSENT: Anderson

D. 2018-110 Recommendation for approval of a contract purchase order to Kronos Inc., for software support services for the Kronos automated time and attendance system for the Public Works and Facilities Management Departments, for the period June 29, 2018 through June 28, 2019, Exempt from bidding per 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases for a contract total not to exceed $6,474.73.

RESULT: APPROVED [UNANIMOUS]
MOVER: Tim Elliott, District 4
SECONDER: Chris Kachiroubas, Circuit Court Clerk
AYES: Berlin, Bucholz, Chaplin, Elliott, Grogan, Henry, Kachiroubas, Krajewski, Wiley, Zaruba
ABSENT: Anderson

9. OLD BUSINESS

10. NEW BUSINESS

11. ADJOURNMENT
Without objection, the meeting was adjourned.
1. **CALL TO ORDER**

9:00 AM meeting was called to order by Chairman Kevin Wiley at 9:02 AM.

2. **ROLL CALL**

   ABSENT: Bucholz, Fichtner, Grogan, Kachiroubas

   Conor McCarthy was present as a representative for Member Robert Berlin, State's Attorney.
   Iwan Dimidik was present as a representative for Member John Zaruba, County Sheriff.

3. **CHAIRMAN'S REMARKS**

   Chairman Wiley made a brief remark on the Election Commission and their work on improvements prior to the next election.

4. **PUBLIC COMMENT**

   None.

5. **APPROVAL OF MINUTES**

   A. Technology Committee - Regular Meeting - Mar 27, 2018 9:00 AM

   **RESULT:** ACCEPTED [UNANIMOUS]
   **MOVER:** Brian J Krajewski, District 3
   **SECONDER:** Elizabeth Chaplin, District 2
   **AYES:** Anderson, Berlin, Bucholz, Chaplin, Elliott, Fichtner, Grogan, Henry, Kachiroubas, Krajewski, Wiley, Zaruba

6. **ACTION ITEMS**
A. TE-P-0117-18 Recommendation for the approval of a contract purchase order to AT&T Mobility for AirWatch Mobile Device Management, for Information Technology. This contract covers the period of May 1, 2018 through April 30, 2019, for a contract total amount of $27,300. Per 55 ILCS 5/5-1022 "Competitive Bids" (d) IT/Telecom purchases under $35,000.00

RESULT: APPROVED [UNANIMOUS]
MOVER: Janice Anderson, District 5
SECONDER: Brian J Krajewski, District 3

B. Consent Item -- Amendment to County Contract 2802-0001 issued to Workforce Fusion, LLC, to extend the contract through July 31, 2018, with no increase in contract amount.

RESULT: APPROVED [UNANIMOUS]
MOVER: Tim Elliott, District 4
SECONDER: Elizabeth Chaplin, District 2

C. Consent Item -- Amendment to County Contract 60000009 issued to Kronos, Inc., to extend the contract through May 31, 2018, with no increase in contract amount.

Member Elliott moved, seconded by Member Chaplin, to combine and approve items 6B and 6C. All ayes. Motion carried.

RESULT: APPROVED [UNANIMOUS]
MOVER: Tim Elliott, District 4
SECONDER: Elizabeth Chaplin, District 2

7. OLD BUSINESS
None.

8. NEW BUSINESS
Member Chaplin provided some feedback on the Election Night Results website, noting she would like to be able to more easily search the site for results. She asked if there is a way to change the dashboard so that the Republican and Democratic results would flow better and be easier to view. Member Elliott responded that it is possible to search for a candidate, though the
search bar was not easy to find. He suggested that the search bar be highlighted in order to be more visible. Don Carlsen, CIO, said he would take these suggestions back to the Election Commission Executive Director, Joe Sobecki, as well as the vendor.

Further, Member Chaplin suggested categorizing race tabs; for example: municipal, county, state, etc. Member Anderson echoed that suggestion by adding the possibility of a precinct search. She said she would like the website to be more transparent.

Chairman Wiley asked committee members to be sure they respond to an e-mail sent by Mr. Carlsen with their feedback on the website.

Member Elliott commented that he feels it is overall a great site, adding he feels it needs to be a bit more robust with search features. Chairman Wiley and Mr. Carlsen also said perhaps a percentage of completion for precincts could be added as well.

9. **ADJOURNMENT**

Without objection, the committee adjourned at 9:12 AM.
DuPage County, Illinois
BUDGET ADJUSTMENT
Effective September 21, 2016

From: __________

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Total $102,734.00

To: __________

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<td>(49,452.00)</td>
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<td>4/11/18</td>
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Total $102,734.00

Reason for Request:

To cover cost of retiring employee benefits. Also to cover cost of the GIS Azure monetary commitment, which was erroneously budgeted against the wrong account.

Signature on File

4/11/18

[Signature]

Activity

[Optional]

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

Finance Department Use Only

Fiscal Year: 2018  Budget Journal #: Acctg Period:

Entered By/Date: Released By/Date: Posted By/Date:

Packet Pg. 9
DuPage County, Illinois
BUDGET ADJUSTMENT
Effective September 21, 2018

From: 1000

Company #

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Total $271,600.00

To: 1000

Company #

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Total $271,600.00

Reason for Request:
To cover cost of ERP Managed Services for HR as well as the cost of the Plante/Moran contract.

Signature on File

4/13/18 Date

Department Head

Signature on File

4/13/18 Date

Chief Financial Officer

Signature on File

4/13/18 Date

Activity (optional)

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

Finance Department Use Only

Fiscal Year 2018 Budget Journal # Acctg Period
Enterd By/Date Released By/Date Posted By/Date
Procurement Review Checklist
Procurement Services Division

This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

Date: Mar 31, 2018
MinuteTraq (IQM2) ID #: 12333

Vendor: Physicians Record Company
Vendor #: 10141
Dept: Information Technology
Contact: Greg Smith
Phone: 630.407.5023

Contract 06/01/2018 to
Term: 05/31/2019
Contract Total: $42,000.00
Assigned Committee: Technology

Description of Procurement/Scope of Work/Background
Renew contract to Furnish & Deliver Printed Carbonless (NCR) forms for DuPage County departments including Clerk of the Circuit Court, Sheriff/Jail, States Attorney, Building & Zoning, and Election Commission. This is the first of three (3) twelve (12) month renewals.

Reason for Procurement
Contracted services for printed, multi-part carbonless forms of various styles & sizes with ink, control numbering and paper color combinations for all groups and quantities.

FUNDING SOURCE
☐ Procurement budgeted for (FY and budget code(s)): FY18 & F Y19 - 1000-1110-53800
☐ Budget Transfer (Date) ____________________ Add’l Information ____________________

DEcision Memo NOT REQUIRED
☐ LOWEST RESPONSIBLE QUOTE # or BID # ____________________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
☐ RENEWAL, Inter Bid # 17-075-GV ☐ Intergovernmental Agreement
☐ SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (attach Sole Source Justification form)
☐ PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 ☐ Public Utility
☐ PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

DEcision Memo REQUIRED
☐ Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS52S)
☐ EXPLANATION OF REQUEST FOR PROPOSAL RFP # ____________________ (include Evaluation Summary if applicable)
☐ RENEWAL OF RFP # ____________________
☐ PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
☐ OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
☐ REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
☐ OTHER THAN LOWEST RESPONSIBLE, BID # ____________________

PREPARED BY AND APPROVAL(S) (Initials Only)

gs 3 2 0 1 8
Prepared By Date Recommended for Approval Date IT Approval, if required Date

REVIEWED BY (Initials Only)

n 6 1 8
Buyer Date Procurement Officer Date

Chief Financial Officer (Decision Memos Over $25,000)

n 1 0 1 8
Date Chairman's Office Date

Attachment: Physician's Record Co - Option to Renew - BID 17-075 (TE-P-0131-18 : Physicians Record Company)
**Send Purchase Order To:**

<table>
<thead>
<tr>
<th>Vendor: Physicians Record Company</th>
<th>Vendor #: 10141</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Chris Voller</td>
<td>Email: <a href="mailto:chris@physiciansrecord.com">chris@physiciansrecord.com</a></td>
</tr>
<tr>
<td>Address: 3000 S. Ridgeland Avenue</td>
<td>Zip: 60402</td>
</tr>
<tr>
<td>City: Berwyn</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone: 708.749.1029</td>
<td>Fax: 708.749.0171</td>
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**Send Invoices To:**

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<tr>
<th>Vendor: Physicians Record Company</th>
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<tr>
<td>Attn: Greg Smith</td>
<td>Email: <a href="mailto:greg.smith@dupageco.org">greg.smith@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 421 N County Farm Road</td>
<td>Room: L400B</td>
</tr>
<tr>
<td>City: Wheaton</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone: 630.407.5023</td>
<td>Fax: 630.407.05001</td>
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**Send Payments To:**

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<tr>
<td>Attn: Susie Sheridan</td>
<td>Email: <a href="mailto:susie.sheridan@dupageco.org">susie.sheridan@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 3000 S. Ridgeland Avenue</td>
<td>Zip: 60402</td>
</tr>
<tr>
<td>City: Berwyn</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone: 708.749.3111</td>
<td>Fax: 708.749.0171</td>
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**Ship To:**

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<th>Dept: Information Technology</th>
<th>Division:</th>
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<tbody>
<tr>
<td>Attn: Sarah Godzicki</td>
<td>Email:</td>
</tr>
<tr>
<td>Address: 421 N County Farm Road</td>
<td>Room: L400B</td>
</tr>
<tr>
<td>City: Wheaton</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone: 630.407.5050</td>
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**Payment Terms**

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<th>Requisitioner</th>
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<tr>
<td>Use for PO25 only</td>
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</tbody>
</table>

**PO25 only**

**Header Comments** (these comments will appear on the PO20 and PO25 Purchase Order):

BID 17-075-GV Furnish & Deliver Printed Carbonless (NCR) Forms. This is the first of three (3) twelve (12) month renewals. All orders will be placed on an as-needed basis per individual department requirements. Orders to be delivered per contract delivery schedule/requirements.

**Special Instructions/Comments to Buyer or Approver** (these comments will NOT appear on the Purchase Order):

When emailing vendor, please "cc" Greg Smith on all BID/PO notification correspondences.

**User Department Internal Notes** (these comments will NOT appear on the Purchase Order):

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extesion</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>Carbonless (NCR) Forms</td>
<td>Renew contract to Furnish &amp; Deliver printed Carbonless (NCR) forms for all DuPage County departments; for all groups and quantities per lowest responsible BID 17-075-GV</td>
<td>1000</td>
<td>1110</td>
<td>53800</td>
<td></td>
<td></td>
<td>42,000.00</td>
<td>42,000</td>
</tr>
</tbody>
</table>

**Requisition Total** $ 42,000

**User Department Internal Notes** (these comments will NOT appear on the Purchase Order):
Required Vendor Ethics Disclosure Statement

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

Company Name: Physicians Record Co.

Contact Phone: 708-749-1029

Company Contact: Chris Vollet

Contact Email: chris@physiciansrecord.com

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

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

² NONE (check here) - If no contributions have been made

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

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.

² NONE (check here) - If no contacts have been made

<table>
<thead>
<tr>
<th>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</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancelation 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: Chris Vollet

Title: Vice President

Date: 3-26-18

Attach additional sheets if necessary. Sign each sheet and number each page. Page ____ of ____ (total number of pages)
## Procurement Review Checklist

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions. Attach Required Vendor Ethics Disclosure Statement.

<table>
<thead>
<tr>
<th>Vendor: Trustwave Holdings, Inc.</th>
<th>Contract: 05/01/2018 to 11/30/2018</th>
<th>Contract Total: $34,898.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Information Technology</td>
<td>Contact: Wendi Wagner</td>
<td>Phone: 630-407-5064</td>
</tr>
<tr>
<td>Assigned Committee: Technology</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Description of Procurement/Scope of Work/Background

- **Contract with Trustwave Holdings, Inc.** to perform managed security testing and compliance validation services for the Payment Card Industry (PCI) Data Security Standard (DSS).

### Reason for Procurement

Every vendor that accepts credit card payments needs to comply with PCI security standards in order to protect card data from breaches. These standards are complex and involve people, processes, and technology. Trustwave will perform the required penetration testing, perform a gap analysis to show where DuPage County needs to concentrate our efforts to become compliant, and will then assist us with becoming compliant.

### FUNDING SOURCE

- [X] Procurement budgeted for (FY and budget code(s)): FY18 - 1000-1110-53020

### DECISION MEMO NOT REQUIRED

- [ ] LOWEST RESPONSIBLE QUOTE # or BID # (QUOTE < $25,000, BID > $25,000; attach tabulation)
- [ ] RENEWAL of BID #
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (attach Sole Source Justification form)
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

### DECISION MEMO REQUIRED

- [ ] Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP # (include Evaluation Summary if applicable)
- [ ] RENEWAL of RFP #
- [ ] PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 5/10/2 (Architects, Engineers and Land Surveyors)
- [ ] OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- [ ] REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- [ ] OTHER THAN LOWEST RESPONSIBLE, BID #

### PREPARED BY AND APPROVAL(S) (Initials Only)

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>SJJ</td>
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<table>
<thead>
<tr>
<th>REVIEWED BY (Initials Only)</th>
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</thead>
<tbody>
<tr>
<td>Buyer</td>
<td></td>
<td>4-13-18</td>
</tr>
<tr>
<td>Chief Financial Officer</td>
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<td>4-13-18</td>
</tr>
<tr>
<td>Procurement Officer</td>
<td></td>
<td>4-13-18</td>
</tr>
<tr>
<td>Chairman's Office</td>
<td></td>
<td>4-13-18</td>
</tr>
</tbody>
</table>

---

**Attachment:** Trustwave - Checklist (TE-P-0132-18 : Trustwave Holdings, Inc. - Professional Services for PCI Compliance)
### Purchase Requisition

**Procurement Services Division**

**Date:** Apr 10, 2018  
**MinuteTraq (IQM2) ID #:** 12451  
**Department Req #:**  
**RFP, Bid or Quote #:**  

#### Send Purchase Order To:

<table>
<thead>
<tr>
<th>Vendor: Trustwave Holdings, Inc.</th>
<th>Dept: Information Technology</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Vincent Perry</td>
<td>Email: <a href="mailto:vperry@trustwave.com">vperry@trustwave.com</a></td>
<td></td>
</tr>
<tr>
<td>Address: 70 W. Madison Street, Suite 600</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City: Chicago</td>
<td>State: IL</td>
<td>Zip: 60602</td>
</tr>
<tr>
<td>Phone:</td>
<td>Fax:</td>
<td></td>
</tr>
</tbody>
</table>

#### Send Invoices To:

<table>
<thead>
<tr>
<th>Dept: Information Technology</th>
<th>Division:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Sarah Godzicki</td>
<td>Email: <a href="mailto:sarah.godzicki@dupageco.org">sarah.godzicki@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 421 N. County Farm Road</td>
<td></td>
</tr>
<tr>
<td>City: Wheaton</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone: 630-407-5000</td>
<td>Fax: 630-407-5001</td>
</tr>
</tbody>
</table>

#### Send Payments To:

<table>
<thead>
<tr>
<th>Dept: Information Technology</th>
<th>Division:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Wendi Wagner</td>
<td>Email: <a href="mailto:wendi.wagner@dupageco.org">wendi.wagner@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 421 N. County Farm Road</td>
<td></td>
</tr>
<tr>
<td>City: Wheaton</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone: 630-407-5000</td>
<td>Fax: 630-407-5001</td>
</tr>
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#### Ship To:

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<th>Division:</th>
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<tbody>
<tr>
<td>Attn: Wendi Wagner</td>
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<td></td>
</tr>
<tr>
<td>City: Wheaton</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone: 630-407-5000</td>
<td>Fax: 630-407-5001</td>
</tr>
</tbody>
</table>

#### Payment Terms

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<th>Contract End Date</th>
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<tr>
<td>PO25 only</td>
<td>Wendi Wagner</td>
<td>May 1, 2018</td>
<td>Nov 30, 2018</td>
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#### LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acctg Unit | Acct # | Sub-Accts and/or Activity # | Unit Price | Extension |
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<tbody>
<tr>
<td>1</td>
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<td>SpiderLabs Managed Security Testing and Compliance Validation Services for the Payment Card Industry Data Security Standard</td>
<td>18</td>
<td>1000</td>
<td>1110</td>
<td>53020</td>
<td></td>
<td>34,898.00</td>
<td>34,898.00</td>
<td></td>
</tr>
</tbody>
</table>

#### Requisition Total: $34,898

**Header Comments** (these comments will appear on the PO20 and PO25 Purchase Order):

**Special Instructions/Comments to Buyer or Approver** (these comments will **NOT** appear on the Purchase Order):

**User Department Internal Notes** (these comments will **NOT** appear on the Purchase Order):
SpiderLabs Managed Security Testing & Compliance Validation Services for the Payment Card Industry Data Security Standard

Presented To:
DuPage County
2/22/2018

Prepared By:

Vincent Perry
312.995.5661
vperry@trustwave.com
About Trustwave

Trustwave is a leading provider of compliance, Web, application, network and data security solutions delivered through the cloud, managed security services, software and appliances. For organizations faced with today's challenging data security and compliance environment, Trustwave provides a unique approach with comprehensive solutions that include its TrustKeeper® portal and other proprietary security solutions. Trustwave has helped hundreds of thousands of organizations--ranging from Fortune 500 businesses and large financial institutions to small and medium-sized retailers--manage compliance and secure their network infrastructures, data communications and critical information assets. Trustwave is headquartered in Chicago with offices worldwide. For more information, visit www.trustwave.com.
Agreement

This Services Agreement ("Agreement") is made by and between Trustwave Holdings, Inc. ("Trustwave") and DuPage County ("Client") and shall be effective as of the date of execution by both parties. Trustwave desires to provide the services identified below to Client, and Client wishes to receive such services pursuant to the terms and conditions of this Agreement.

Service Start Date

The services under this Agreement shall commence as of the later date of signature and will expire at the end of the term of this Agreement.

PCI DSS – Compliance Gap Assessment – Service Description

Client requests an assessment regarding compliance with the Payment Card Industry Data Security Standard (PCI DSS), via a comprehensive, structured and detailed evaluation of the security posture of the organization, as required by the PCI DSS. Trustwave is authorized to perform the following service to assess Client's current data security and privacy practices:

- **PCI DSS Compliance Gap Assessment**

Trustwave will provide Client with a PCI DSS Compliance Gap Assessment designed to identify gaps, and prioritize areas that may require remediation, to achieve compliance with the PCI DSS. The PCI DSS Compliance Gap Assessment provides an analysis of Client's identified system components included in, or connected to, the cardholder data environment (CDE). The PCI DSS Compliance Gap Assessment provides guidance for design of PCI DSS controls and identification of supporting organizational policy, procedures and practices relevant to PCI DSS. The PCI DSS Compliance Gap Assessment will not take the place of a PCI DSS Compliance Validation and will not include as much detail.

- **Trustwave will provide a Gap Assessment Report.** The report will be created in the English language. If Client wishes the report to be created in a language other than English, Client must specifically make a request for consideration. Creation of the report in a language other than English will require an addendum to this contract that will include additional charges for any time or materials above and beyond those agreed in this contract.

Trustwave’s PCI DSS Compliance Gap Assessment uses the PCI DSS requirements and testing procedures to assess Client’s identified system components included in, or connected to, the CDE.

During the PCI DSS Gap Assessment engagement, Trustwave will not create or modify Client documentation. If Client wishes to receive general consulting services, PCI DSS consulting or other expert guidance related to Client documentation, Client must specifically select those services.

The PCI DSS Compliance Gap Assessment does not include remediation services. If Client wishes to receive any remediation services, Client must specifically select those services.

The PCI DSS Compliance Gap Assessment includes an onsite assessment. If Client wishes to receive an additional onsite assessment, Client must specifically select that service.

**Trustwave Services** – Trustwave must maintain independence in mental attitude in all matters relating to the assessment without bias with respect to the Client. Accordingly, Clients are assessed against the PCI DSS requirements uniformly, utilizing consistent testing procedures. Trustwave Qualified Security Assessors (QSA) and trained security experts will support Client throughout the Compliance Gap Assessment process. This team includes:

- **Onsite Assessor** – Trustwave will assign a Qualified Security Assessor (QSA) who is the primary resource for the fulfillment of the service, will conduct the onsite assessment of compliance and be responsible for the following:

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TRUSTWAVE PROPRIETARY INFORMATION

PAGE 4 of 22
Schedule agreement and conducting the onsite assessment activities
Compilation of assessment data into the initial report
Delivery of reporting, unless otherwise specified

Managing Consultant – Trustwave will assign a Managing Consultant (MC) to provide guidance and project oversight to the QSA assigned, and will serve as a secondary point of contact and an escalation point.
Project Phases and Methodology

The PCI DSS Compliance Gap Assessment consists of phases to ensure complete and efficient service. Client must fulfill its obligations within each phase before progressing to subsequent phases. Failure to do so may require an addendum to this contract that will include additional charges for any time or materials above and beyond those agreed to in this contract.

Phase 0: Project Initiation

☐ Kickoff meeting between all designated stakeholders
☐ Identify key stakeholders
☐ Define roles and responsibilities of Client
☐ Agree on timeline for gap review activities
☐ Establish communication and escalation plans for both Trustwave and Client

Phase I: Discovery

Trustwave will work with Client, where applicable, to:

☐ Determine critical assets;
☐ Examine business processes;
☐ Identify security and compliance management processes in place; and
☐ Review previous PCI DSS compliance documentation.

Phase II: PCI DSS Gap Assessment

☐ Trustwave will work with Client, through interviews, discussions, and facilities inspections to:
☐ Ensure client has adequate knowledge about PCI DSS requirements and responsibilities of all parties involved to demonstrate PCI DSS compliance;
☐ Ensure assessor has knowledge of environment to identify critical gaps between Client’s current state and PCI DSS requirements;
☐ Identify critical gaps between security activities for the PCI DSS Gap Assessment Report to enumerate gaps;
☐ Gain reasonable assurances of Client PCI DSS compliance posture; and
☐ Prioritize remediation efforts required to achieve compliance with the PCI DSS.

Phase III: Reporting

Analysis of Findings & Deliverables

☐ Evidence analyzed against applicable PCI DSS requirements;
☐ Determine the PCI DSS compliance posture; and
☐ Deliver the PCI DSS Compliance Gap Assessment Report.

Completion Criteria

This service will be complete when Trustwave has provided a final deliverable:

PCI DSS Compliance Gap Assessment Report

Supplementary Application

The results of the PCI DSS Compliance Gap Assessment report can be immediately applied as a basis for an informed investment in Risk Management solutions, including people, process, and technology.
PCI DSS – Remediation – Service Description

Remediation Services

Trustwave will create prioritized action plans and target processes for remediation. Based on gaps identified by process, applications, and controls design, Trustwave will perform the following:

☐ Create a remediation action plan for each ineffective control noted
☐ Design processes and projects to remediate noted gaps for high priority and high risk areas
☐ Leverage common controls shared across Client’s control environment to meet the noted gaps
☐ Determine audit evidence needed to prove compliance
☐ Identify Client’s key challenges and risks associated with achieving PCI DSS compliance
☐ Establish self-assessment procedures to be executed by control owners for high priority areas

PCI DSS General Consulting – Service Description

Trustwave will provide an information security consultant, available to assist and guide Client in review and examination of compliance solutions, policy, processes and documentation for Client’s Payment Card Industry Data Security Standard (PCI DSS) compliance management programs. The security consultant will maintain a strong balance of business acumen and technology knowledge, as well as considerable depth in information risk, security, and compliance management.

Trustwave’s information security consultant will work with Client to develop a roadmap by which the Client can achieve and maintain information security protection requirements to address compliance with the PCI DSS. The information security consultant will help Client understand threats and potential impacts which are applicable to Client’s line of business, and specific to Client’s operations. The information security consultant will provide Client with guidance and recommendations for policies, procedures and technologies to optimize Client efforts, resource allocation and support business priorities. Information security consulting activities may include, but are not limited to the following:

☐ Help Client understand PCI DSS compliance requirements;
☐ Prepare and coach Client;
☐ Advise Client in preparation of the cardholder data environment;
☐ Review and guidance for PCI DSS scoping documentation;
☐ Review and guidance for the design and implementation of PCI DSS security controls;
☐ Advise Client where it has compliance gaps;
☐ Identify and prioritize remediation actions to achieve and maintain PCI DSS compliance; and
☐ Provide recommendations for remediation of PCI DSS compliance issues.
Managed Security Testing

Managed Security Testing (MST)

Trustwave will grant Client a subscription to Managed Security Testing. A subscription consists of an online portal account that Client will use to enroll a database, network or application in scanning and/or testing, schedule scanning and/or testing and view the results of scanning and/or testing. That account will include an initial balance of monies that will be debited with each enrollment of a target in accordance with the pricing as set forth in the pricing tables below.

Trustwave will scan and/or test any databases, network segment(s) and application(s) that are enrolled by Client in the MST online portal during the Subscription Period (as defined below). Such testing will occur periodically during the 12-month enrollment period for each such database, network segment or application as more fully described herein.

Managed Database Vulnerability Scanning

Managed Database Vulnerability Scanning provides each enrolled database with manually validated (false positive elimination) automated vulnerability scanning. Each database enrolled in the MST program is entitled to four managed vulnerability scans during the 12 month enrollment period.

Managed Network Security Testing

Managed Network Security Testing provides each enrolled network with a variable level of manual testing, automated vulnerability scanning and manually validated (false positive elimination) automated vulnerability scanning. Depending on the level of service selected by the user, each network enrolled in the MST program is entitled to one of two packages of scans/tests during the 12-month enrollment period: (1) four managed vulnerability scans and one manual test of varying intensity depending on the tier selected—tiers one through four or (2) four managed vulnerability scans and zero manual tests.

Managed Application Security Testing

Managed Application Security Testing provides each enrolled application with a variable level of manual testing, automated vulnerability scanning and manually validated (false positive elimination) automated vulnerability scanning. Depending on the level of service selected by the user, each application enrolled in the MST program is entitled to one of three packages of scans/tests during the 12-month enrollment period: (1) four managed vulnerability scans and one manual test of varying intensity depending on the tier selected—tiers one through four or (2) four managed vulnerability scans and zero manual tests or (3) four self-serve vulnerability scans and zero manual tests.

Report Delivery Timelines

Trustwave aims to deliver scanning and testing results in a timely manner. While delivery dates cannot be guaranteed, Trustwave attempts to deliver reports within the following timelines:

- Self-service scanning—within 1 business day
- Managed scanning—within 10 business days
- Penetration Testing: Tier 1 Basic and Tier 2 Opportunistic—within 10 business days
- Penetration Testing: Tier 3 Targeted and Tier 4 Advanced—within 15 business days.

All timelines are dependent on Client completing testing pre-requisites including but not limited to properly specifying testing targets and installing and configuring remote scanning or penetration testing appliances or virtual machines.
Pricing

Pricing and Terms for Managed Security Testing (MST)

Below is the full menu of services offered for SpiderLabs MST, each for a 12-month enrollment period. For more detailed information about any MST service, please see the MST Service Description document. While Client may only intend to purchase a certain tier of testing, should Client elect to purchase another tier of testing, the following pricing will apply. Provisioning an MST account requires predefined pricing.

For the following menus:

- An "application" is defined as a non-web-based or a web-based application. A non-web-based application is defined as a single piece of software running on a specific piece of hardware. The application may communicate with many infrastructure components (middleware, databases, etc.). A web-based application may be distributed across multiple servers; similarly, multiple applications may run on a single website. A single web-based application is defined to include only one login page, a unified "look and feel", a single session tracking mechanism, and a consistent programming language or application framework.

- A "network" is defined as a "logical class C" network segment of IP addresses accessed from a single point of origination. A logical class C is defined as a block of 255 IP addresses. Networks smaller than 256 contiguous IP addresses may be combined to make one logical class C, provided they are accessed from the same point of origination. For example, three network segments of 64 IP addresses each can be combined under one logical class C. Tests are scoped against complete network segments (including routers, network addresses, broadcast addresses, etc.) accessed from a single location (single switch port for internal tests). Potentially unused IP addresses are still considered part of the scope since network penetration testing is performed against at least an entire network segment, and not isolated devices.

DATABASE SCANNING

<table>
<thead>
<tr>
<th>Service</th>
<th>Description</th>
<th>Number of Tests</th>
<th>Annual Enrollment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Managed Compliance Review Scan</td>
<td>Cloud-based managed database scanning that will perform the minimum required checks to meet compliance requirements. The client will enroll the target and schedule the scan, and Trustwave SpiderLabs experts will configure and execute the scans and review and manage the results in order to provide a report of validated findings.</td>
<td>SKU: SL-MST</td>
<td>$2,250 USD /database</td>
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</table>
## NETWORK SCANNING

<table>
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<th>Service</th>
<th>Description</th>
<th>Number of Tests</th>
<th>Annual Enrollment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Managed Best Practices Assessment Scan (Tier 0)</td>
<td>Cloud-based network scanning that will fulfill compliance requirements but extend beyond to run a set of vulnerability checks designed to address a broader array of security concerns to assist organizations in protecting their information systems. The client will enroll the target and schedule the scan, and Trustwave SpiderLabs experts will configure and execute the scans and review and manage the results in order to provide a report of validated findings.</td>
<td>1 Year Pricing</td>
<td>$4,500 USD /network</td>
</tr>
<tr>
<td>SKU: SL-MST</td>
<td>Four (4) Managed Network Best Practices Assessment Scans</td>
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## APPLICATION SCANNING

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<th>Service</th>
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<th>Number of Tests</th>
<th>Annual Enrollment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Self-Service Compliance Scan</td>
<td>Cloud-based application scanning that will perform the minimum required checks to meet compliance requirements. The client will setup, configure and manage the scans and review and manage the results on their own.</td>
<td>SKU: SL-MST</td>
<td>Four (4) Application Compliance scans</td>
</tr>
<tr>
<td>Self-Service Best Practices Scans</td>
<td>Cloud-based application scanning that will fulfill compliance requirements but extend beyond to run a set of vulnerability checks designed to address a broader array of security concerns to assist organizations in protecting their information systems. The client will setup, configure and manage the scans and review and manage the results on their own.</td>
<td>SKU: SL-MST</td>
<td>Unlimited scanning</td>
</tr>
<tr>
<td>Managed Compliance Review Scan</td>
<td>Cloud-based managed application scanning that will perform the minimum required checks to meet compliance requirements. The client will enroll the target and schedule the scan, and Trustwave SpiderLabs experts will configure and execute the scans and review and manage the results in order to provide a report of validated findings.</td>
<td>SKU: SL-MST</td>
<td>Four (4) Managed Application Compliance Review Scans</td>
</tr>
<tr>
<td>Managed Best Practices Assessment Scan (Tier 0)</td>
<td>Cloud-based application scanning that will fulfill compliance requirements but extend beyond to run a set of vulnerability checks designed to address a broader array of security concerns to assist organizations in protecting their information systems. The client will enroll the target and schedule the scan, and Trustwave SpiderLabs experts will configure and execute the scans and review and manage the results in order to provide a report of validated findings.</td>
<td>SKU: SL-MST</td>
<td>Four (4) Managed Application Best Practices Assessment Scans</td>
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## NETWORK PENETRATION TESTING

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<th>Description</th>
<th>Number of Tests</th>
<th>Annual Enrollment</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Tier 1 Basic Test</strong></td>
<td><strong>Managed Network Best Practices Assessment Scans</strong>&lt;br&gt;Tier 1 Network Test: Basic Test—This test will simulate a basic attack executed by an attacker of limited sophistication with minimal skills. This class of attacker (often referred to as “script kiddies”) typically use freely available automated attack tools.</td>
<td>SKU: SL-MST&lt;br&gt;Four (4) Managed Network Best Practices Assessment Scans&lt;br&gt;One (1) Network Tier 1 Basic Test</td>
<td>1 Year Pricing&lt;br&gt;$6,750 USD /network</td>
</tr>
<tr>
<td><strong>Tier 2 Opportunistic Threats Test</strong></td>
<td><strong>Managed Network Best Practices Assessment Scans</strong>&lt;br&gt;Tier 2 Network Test: Opportunistic Threats—This test will build upon the basic test described above and simulate an opportunistic attack executed by a skilled attacker that does not spend an extensive amount of time executing highly sophisticated attacks. This type of attacker seeks easy targets (“low-hanging fruit”) and will use a mix of automated tools and manual exploitation to penetrate their targets.</td>
<td>SKU: SL-MST&lt;br&gt;Four (4) Managed Network Best Practices Assessment Scans&lt;br&gt;One (1) Network Tier 2 Opportunistic Threat Test&lt;br&gt;Tier 2 Single Test – no retests</td>
<td>$11,700 USD /network&lt;br&gt;$4,320 USD/Network</td>
</tr>
<tr>
<td><strong>Tier 3 Targeted Threats Test</strong></td>
<td><strong>Managed Network Best Practices Assessment Scans</strong>&lt;br&gt;Tier 3 Network Test: Targeted Threats—This test will simulate a targeted attack executed by a skilled, patient attacker that has targeted a specific organization. This class of attacker will expend significant effort trying to compromise an organization's systems.</td>
<td>SKU: SL-MST&lt;br&gt;Four (4) Managed Network Best Practices Assessment Scans&lt;br&gt;One (1) Network Tier 3 Targeted Threat Test Includes Uncredentialed and Credentialled Testing</td>
<td>$15,300 USD /network</td>
</tr>
<tr>
<td><strong>Tier 4 Advanced Threats Test</strong></td>
<td><strong>Managed Network Best Practices Assessment Scans</strong>&lt;br&gt;Tier 4 Network Test: Advanced Threats—This test will simulate an advanced attack executed by a highly motivated, well-funded and extremely sophisticated attacker who will exhaust all options for compromise before relenting.</td>
<td>SKU: SL-MST&lt;br&gt;Four (4) Managed Network Best Practices Assessment Scans&lt;br&gt;One (1) Network Tier 4 Advanced Threat Test Includes Uncredentialed and Credentialled Testing</td>
<td>$22,500 USD /network</td>
</tr>
</tbody>
</table>
## APPLICATION PENETRATION TESTING

<table>
<thead>
<tr>
<th>Application Service</th>
<th>Description</th>
<th>Number of Tests</th>
<th>Annual Enrollment</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Tier 1 Basic Test</strong></td>
<td>Managed Application Best Practices Assessment Scans&lt;br&gt;<strong>Tier 1 Application Test: Basic Test</strong>—This test will simulate a basic attack executed by an attacker of limited sophistication with minimal skills. This class of attacker (often referred to as &quot;script kiddies&quot;) typically use freely available automated attack tools.</td>
<td>SKU: SL-MST&lt;br&gt;Four (4) Managed Application Best Practices Assessment Scans&lt;br&gt;One (1) Application Tier 1 Basic Test</td>
<td>$6,750 USD /application</td>
</tr>
<tr>
<td><strong>Tier 2 Opportunistic Threats Test</strong></td>
<td>Managed Application Best Practices Assessment Scans&lt;br&gt;<strong>Tier 2 Application Test: Opportunistic Threats</strong>—This test will build upon the basic test described above and simulate an opportunistic attack executed by a skilled attacker that does not spend an extensive amount of time executing highly sophisticated attacks. This type of attacker seeks easy targets (&quot;low-hanging fruit&quot;) and will use a mix of automated tools and manual exploitation to penetrate their targets.</td>
<td>SKU: SL-MST&lt;br&gt;Four (4) Managed Application Best Practices Assessment Scans&lt;br&gt;One (1) Application Tier 2 Opportunistic Threat Test Tier 2 Single Test – no retests</td>
<td>$11,700 USD /application $4,320 USD / Application</td>
</tr>
<tr>
<td><strong>Tier 3 Targeted Threats Test</strong></td>
<td>Managed Application Best Practices Assessment Scans&lt;br&gt;<strong>Tier 3 Application Test: Targeted Threats</strong>—This test will simulate a targeted attack executed by a skilled, patient attacker that has targeted a specific organization. This class of attacker will expend significant effort trying to compromise an organization's systems.</td>
<td>SKU: SL-MST&lt;br&gt;Four (4) Managed Application Best Practices Assessment Scans&lt;br&gt;One (1) Application Tier 3 Targeted Threat Test Includes Uncredentialed and Credentialed Testing</td>
<td>$15,300 USD /application</td>
</tr>
<tr>
<td><strong>Tier 4 Advanced Threats Test</strong></td>
<td>Managed Application Best Practices Assessment Scans&lt;br&gt;<strong>Tier 4 Application Test: Advanced Threats</strong>—This test will simulate an advanced attack executed by a highly motivated, well-funded and extremely sophisticated attacker who will exhaust all options for compromise before relenting.</td>
<td>SKU: SL-MST&lt;br&gt;Four (4) Managed Application Best Practices Assessment Scans&lt;br&gt;One (1) Application Tier 4 Advanced Threat Test Includes Uncredentialed and Credentialed Testing</td>
<td>$22,500 USD /application</td>
</tr>
</tbody>
</table>
ADDITONAL IPs

For network MST testing, Client may add additional IP addresses in excess of 256 subject to payment of the following additional fees:

<table>
<thead>
<tr>
<th>Hosts to Add to Enrollment</th>
<th>Price per Host</th>
</tr>
</thead>
<tbody>
<tr>
<td>32, 64</td>
<td>0.4% of enrollment fee</td>
</tr>
<tr>
<td>96, 128</td>
<td>0.35% of enrollment fee</td>
</tr>
<tr>
<td>160, 224</td>
<td>0.3% of enrollment fee</td>
</tr>
<tr>
<td>256, 288..480</td>
<td>0.25% of enrollment fee</td>
</tr>
<tr>
<td>512...992</td>
<td>0.2% of enrollment fee</td>
</tr>
<tr>
<td>1024...2496</td>
<td>0.15% of enrollment fee</td>
</tr>
<tr>
<td>2528..4096</td>
<td>0.1% of enrollment fee</td>
</tr>
<tr>
<td>4128...9884</td>
<td>0.08% of enrollment fee</td>
</tr>
<tr>
<td>10000+</td>
<td>Custom / Legacy Test</td>
</tr>
</tbody>
</table>

THE FOLLOWING TERMS SHALL APPLY TO MST SERVICES ONLY:

☐ The term of the MST services under this Agreement (the "MST Services") shall be 1 years from the effective date of this Agreement (the "Subscription Period").

☐ Client hereby agrees to pay Trustwave 4,320 USD (the "Fees") for the right to subscribe for MST Services during the Subscription Period up to the amount of the Fees. During the Subscription Period, Client will be given an account to Trustwave's Managed Security Testing Portal wherein Client will have the ability to enroll an application or network segment in the MST Services.

☐ The Fees will be invoiced up front during the Subscription Period.

☐ If the Subscription Period is longer than one year, then at the end of each year during the Subscription Period Trustwave shall invoice and Client shall pay for all MST Services for which Client has subscribed in the MST Portal but remain unpaid for that year.

☐ In the event Client wishes to purchase additional MST Services in excess of the Fees listed herein during the Subscription Period, Client may issue a purchase order to Trustwave that references this Agreement with the applicable additional Fees stated therein. Any such additional Fees will be invoiced up front and will not be billed subscription. The parties may renew or extend the Subscription Period by entering into an addendum to this Agreement that is signed by both parties.

☐ Any MST Services ordered in the final year of the Subscription Period for which delivery has begun will continue to be performed after the expiration of the Subscription Period, and this Agreement shall remain in effect until all such MST Services have been completed. If Client does not utilize the enrolled MST Services (or any portion thereof) during the applicable 12-month enrollment period for such MST Services, such unused MST Services cannot be used and/or credited in subsequent years. Any remaining unused MST Services at the end of the Subscription Period cannot be used and/or credited in subsequent years.
<table>
<thead>
<tr>
<th>Trustwave Service</th>
<th>1-Year Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>PLEASE INITIAL SELECTION</td>
<td></td>
</tr>
<tr>
<td>• PSO-PCI Gap Assessment - Onsite + Remediation Consulting</td>
<td>$20,800</td>
</tr>
<tr>
<td>(Travel and Expenses Included)</td>
<td></td>
</tr>
<tr>
<td>• Compliance Validation Assistance</td>
<td>$9,000</td>
</tr>
<tr>
<td>• SL-MST One Time External Network Test</td>
<td>$4,320</td>
</tr>
<tr>
<td>• External Vulnerability Scanning – Up to 50 IPs</td>
<td>$778</td>
</tr>
<tr>
<td>• Unlimited Scanning</td>
<td></td>
</tr>
<tr>
<td>Total:</td>
<td>34,898</td>
</tr>
</tbody>
</table>

- Trustwave will invoice Client, and Client shall pay up front. Any setup fees are due and payable upon execution of this agreement. Trustwave shall begin invoicing the earlier of (i) 30 days following the execution of this agreement or (ii) the date that Client’s TrustKeeper Security Portal account is created.

- All invoices submitted by Trustwave are due and payable as provided by the Local Government Prompt Payment Act (50 ILCS 505/1, et seq.) If Client fails to pay an invoice within the thirty (30) days, Client shall pay interest on such invoices at the rate prescribed in the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.). All fees are quoted and payable in USD and exclusive of taxes. Trustwave reserves the right to disable Client’s services for non-payment.

- Proposals are valid for up to sixty (60) days from the date on the cover page.

- Annualized services must be used each year during the term and cannot be used and/or credited in subsequent years.

- Time and materials services must be used during the term and cannot be used and/or credited in subsequent terms. Trustwave shall invoice Client on a monthly basis for actual hours consumed within the prior month. Trustwave will invoice Client for any unused hours at the end of the term and Client shall pay such invoice as provided by the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)

- Client shall pay all shipping, handling, and related charges, including and without limitation taxes and customs charges.
# Contact Information

Client's Initial MST Account Administrator

This individual will be the initial account holder in Trustwave’s Managed Security Testing Portal and will be able to (i) enroll targets in the MST program (i.e., deplete the MST account balance) and (ii) create other accounts in the Portal with varying levels of authority (which can include enrolling targets and depleting the MST account balance). This role may be transferred at any time.

<table>
<thead>
<tr>
<th>Name</th>
<th>Wendi Wagner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>Network Systems Manager</td>
</tr>
<tr>
<td>Phone</td>
<td>630-407-5064</td>
</tr>
<tr>
<td>Fax</td>
<td>630-407-5001</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:Wendi.Wagner@dupageco.org">Wendi.Wagner@dupageco.org</a></td>
</tr>
</tbody>
</table>

Client's Primary Contact

<table>
<thead>
<tr>
<th>Name</th>
<th>Wendi Wagner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>Network Systems Manager</td>
</tr>
<tr>
<td>Phone</td>
<td>630-407-5064</td>
</tr>
<tr>
<td>Fax</td>
<td>630-407-5001</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:Wendi.Wagner@dupageco.org">Wendi.Wagner@dupageco.org</a></td>
</tr>
</tbody>
</table>

Client's Billing Contact

<table>
<thead>
<tr>
<th>Name</th>
<th>Sarah Godzicki</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>Administrative Assistant</td>
</tr>
<tr>
<td>Phone</td>
<td>630-407-5037</td>
</tr>
<tr>
<td>Fax</td>
<td>630-407-5001</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:Sarah.Godzicki@dupageco.org">Sarah.Godzicki@dupageco.org</a></td>
</tr>
</tbody>
</table>

Client's Legal Contact

<table>
<thead>
<tr>
<th>Name</th>
<th>Conor P. McCarthy</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>Assistant State's Attorney</td>
</tr>
<tr>
<td>Phone</td>
<td>630-407-8200</td>
</tr>
<tr>
<td>Fax</td>
<td>630-407-8201</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:Conor.McCarthy@dupageco.org">Conor.McCarthy@dupageco.org</a></td>
</tr>
</tbody>
</table>
Dependencies and Assumptions

This agreement was developed based on the following dependencies and assumptions, which if not accurate or adhered to, may require a change in the scope of services. Any change in services and fees will be mutually agreed to in writing by both parties. The dependencies and assumptions include:

- Trustwave shall not begin to provide the Services as described herein until Client has returned this signed agreement and a Purchase Order (PO) for the total amount of the services selected (full contract amount). All terms and conditions included in a PO or submitted with a PO shall be null and void for all purposes.
- Client's primary point of contact (POC) as identified above, or a designee, must be available to Trustwave during the entire engagement. The representative must have sufficient authority to schedule testing and address any issues that may arise.
- Client will provide Trustwave with sufficient information to evaluate compliance for all PCI DSS requirements or any other applicable requirements. Client is solely responsible for providing access to and coordinating any required interviews or testing with its third parties or service providers.
- If needed, Client will provide resources and information as requested to enable Trustwave's consultants to sufficiently develop documentation consistent with PCI Information Security Policy requirements or any other applicable requirements. This will include access to personnel who can provide information related to the business operations, organizational structure, network architecture, security controls, disaster recovery and general daily operational processes and procedures.
- Client shall obtain all consents and authorizations from any third parties necessary for Trustwave to perform the Services, including without limitation, third party datacenters, co-locations and hosts. For the avoidance of doubt, Trustwave will not be required to execute agreements with any such third parties.
- During testing, the configuration of Client's network will be kept as stable as possible (i.e., no new systems or configuration changes). If changes are required, then Client shall inform Trustwave and a mutually acceptable testing schedule shall be agreed upon.
- For Testing Support, Client will provide Trustwave with the following:
  - Names for the primary business and technical contacts
  - Restricted access to documentation and source code, if applicable
  - Last known good builds of product and tools on an as-needed basis
  - A process for input of bugs into the Client bug database and a template for bug reports
  - During business hours, best effort response time to help resolve any issues that may arise during the course of testing.
Terms and Conditions

1. Definitions

"Client Premises Equipment" or "CPE" means any equipment licensed to Client by Trustwave and used by Trustwave for provision of the Services.

"Purchase Order" means a purchase order or purchase order exemption form, as the same may be amended in writing by Client and Trustwave from time to time.

2. Effective Date/Term

This Agreement shall have an effective date of the later date of signatures with an initial term as set forth above and shall automatically renew for additional terms with the same duration as the initial term unless one of the parties provides the other written notice of its intent not to renew at least ninety (90) days prior to such renewal.

3. Obligations

a. Trustwave shall provide to Client the services and deliverables (collectively, the "Services") described in this Agreement.

b. Client shall provide to Trustwave the information described in this Agreement as Trustwave may from time to time reasonably request in order to perform the Services.

c. Client acknowledges that Trustwave will rely upon the accuracy of information provided by Client and that Trustwave's performance is dependent on Client's timely and effective satisfaction of all of Client's responsibilities hereunder and timely decisions and approvals by Client.

d. In the event Client purchases any equipment from Trustwave, Client or its designated agent or contractor shall have sole responsibility to install and configure the purchased equipment to operate in Client's networks.

e. Annualized Services must be used each year during the term of this Agreement and such Services cannot be used and/or credited in subsequent years. Any Services not used within such timeframes shall be forfeited.

4. Compensation

a. Fees. Client shall pay to Trustwave the fees and expenses set forth in this Agreement and the applicable Purchase Order. Client agrees that Trustwave shall have the right upon each anniversary of the effective date of this Agreement or the applicable Purchase Order to increase the fees therein by the greater of (i) the U.S. Department of Labor Consumer Price Index (CPI) or (ii) 3.5% of the preceding fees. Where Client designates use of a third-party payment processor network, Client shall be responsible for payment of all fees and charges associated with use of such network (including registration, participation, and payment processing fees) and Trustwave may invoice such fees with other fees due under this section or on a separate invoice.

b. On-Site Visits. If the Services contemplate that Trustwave shall perform any on-site visits for Client (including, without limitation, in-person installation or delivery services or consultant appointments), Client shall notify Trustwave in writing of any changes or cancellations relevant to any such on-site visit as soon as practicable, but in no event less than three (3) business days in advance of the scheduled time for such visit. If Client canceled an on-site visit less than three (3) business days in advance, or if Trustwave is unable to complete the contemplated task during such visit due to Client's unavailability or lack of preparation, in addition to reimbursing Trustwave for any travel and expenses actually incurred, Client shall pay Trustwave a cancelled-visit fee in an amount that is the greater of (i) 20% of the annual fees for the applicable service and (ii) if applicable, the actual amount that Trustwave is charged by a third party vendor for the cancellation or rescheduling.

c. Taxes, Shipping, Title, & Risk of Loss. Client shall be responsible for all taxes (except for taxes on Trustwave's income), such as sales, use or excise taxes, and similar charges of any kind imposed by any governmental entity for Services provided under this Agreement. All products shipped within the United States will be shipped by Trustwave F.O.B. Shipping Point (Freight Prepaid and Added). All products shipped to a final destination outside of the United States will be shipped by Trustwave Ex-Works Incoterms 2010. Client is responsible and will pay for freight, shipping, handling, insurance and other transportation charges, including, but not limited to all applicable import and export fees, customs, duties and surcharges. Notwithstanding the foregoing, title to any CPE or software delivered in connection with the Services shall remain with Trustwave. Title and risk of loss to any purchased hardware shall pass to Client upon shipment; title to software shall remain with Trustwave.

5. Proprietary Rights

a. Trustwave Technology and IP. All technology used by Trustwave in connection with performing the Services, including software, portals, data processing systems (each of the foregoing, in object code and source code form), report templates, and CPE (collectively, "Trustwave Technology"), and any Trustwave intellectual property ("Trustwave IP"), and any derivative works or modifications to the Trustwave Technology or Trustwave IP, is the sole and exclusive property of, and is valuable, confidential and proprietary to, Trustwave or its licensors. Except as otherwise expressly provided herein, Client shall not acquire any rights in any Trustwave Technology or Trustwave IP as a result of receiving the Services. The sale of any equipment conveys no right or license to manufacture, duplicate or otherwise copy or
reproduce any of the equipment. Client shall not remove any proprietary notices on equipment delivered hereunder and may not co-brand or otherwise add any branding or marking to such equipment or its packaging.

b. **Data.** In the course of providing the Services, Trustwave may collect information relating to activities on Client's network (the "Data") including, but not limited to, network configuration, TCP/IP packet headers and contents, log files, malicious codes, and Trojan horses. Trustwave retains the right to use the Data or aggregations thereof for any reasonable purpose, provided such data does not contain information identifying Client or disclose any of Client's confidential information.

c. **Publicity, Trademarks and Logos.** Without prior written approval signed by an authorized representative of Trustwave, Client shall not, directly or indirectly, (i) use Trustwave's name or any of Trustwave's trademarks, service marks or logos, or (ii) make any public announcement related to this Agreement or the Services.

6. **Confidentiality**

a. "Confidential Information" means any information disclosed by either party to the other (including without limitation, documents, data, centers, prototypes, samples, equipment, all software, benchmark tests, specifications, trade secrets, object code and machine-readable copies, including Trustwave's service portals). Confidential Information shall not, however, include any information which (i) was in the public domain when disclosed; (ii) becomes publicly known after disclosure through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; (v) is independently developed by the receiving party without use of the disclosing party's Confidential Information; or (vi) is required by law to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assists in obtaining a protective order. Under no circumstances shall any record or invoice relating to the disbursement or receipt of public funds be considered confidential information.

b. Each party agrees not to use any Confidential Information of the other party for any purpose other than as contemplated by this Agreement. Each party agrees not to disclose any Confidential Information of the other party to third parties or to such party's employees, except to those employees of the receiving party who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship. Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information and which are provided to the party hereunder. Each party agrees that the other party shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized access or use of the Confidential Information of the other party.

c. The parties acknowledge that either party's breach of its obligations of confidentiality may cause the other party irreparable injury for which it would not have an adequate remedy at law. In the event of a breach, the non-breaching party shall be entitled to seek injunctive relief in addition to any other remedies it may have at law or in equity.

d. In the event the Services are sponsored by a third party, such as an acquiring bank, management company, or franchisor, Client hereby authorizes Trustwave to disclose information related to the Services and resulting reports to such third party sponsor.

7. **Termination**

a. **Termination for Cause.** This Agreement may, by written notice, be terminated by a party for cause if any of the following events occur:

i. Either party may terminate for cause if the other party is in material breach of any term, condition or provision of this Agreement, which breach, if capable of being cured, is not cured within thirty (30) days after such party gives the breaching party written notice of such breach;

ii. Trustwave may terminate for cause if, as to any Service Trustwave delivers to Client from a third-party vendor, such vendor removes or disables access to all or any portion of such Service, ceases to do business or otherwise terminates its business operations;

iii. Trustwave may terminate for cause if Client fails to pay any amount due Trustwave within the time periods provided by the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.); or

iv. Trustwave may terminate for cause if Client (i) terminates or suspends its business, (ii) becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority, or (iii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes.

b. **Licensed CPE Return.** Within ten (10) business days after the date of termination or discontinuance of this Agreement for any reason, Client agrees to return, at its sole expense without setoff to any fees owed, any CPE(s) to Trustwave. Client shall retain the risk of loss until such CPE is delivered to Trustwave's premises. Client shall be solely responsible for, and shall reimburse Trustwave for, any damage caused to the CPE while it is installed at Client's facilities, except to the extent such damage is caused by Trustwave personnel. If the CPE(s) are not timely returned or are not in the same condition in which received by Client (except for normal wear and tear), Client agrees to pay a fee of $5,000 per CPE.

c. **Effect of Termination.** If Client terminates this Agreement for any reason, Client agrees to pay Trustwave within 30 days for all services performed by Trustwave up to the date of cancellation that have not previously been paid. Additionally, if Client terminates this Agreement other than for cause, then Client shall pay to Trustwave, as a cancellation fee and not as a penalty, an amount equal to the sum of the service charges for the remainder of the term of this Agreement. Rights and obligations under this Agreement which by their nature should survive shall remain in effect after the termination or expiration of this Agreement.

8. **Warranties**

Copyright © 2018 Trustwave. All Rights Reserved.
a. **Trustwave Services.** Trustwave warrants that the Services provided under this Agreement shall be performed with that degree of skill and judgment normally exercised by recognized professional firms performing services of the same or substantially similar nature. The exclusive remedy for any breach of the foregoing warranty shall be that Trustwave, at its own expense, and in response to written notice of a warranty claim by Client within 90 days after performance of the Services at Issue, re-perform the Services to conform to this standard.

b. **Licensed Equipment (CPE).** In the event of a defect in the materials or workmanship of the CPE, Client shall have the right to return such defective CPE to Trustwave, and Trustwave shall, at Trustwave’s election and expense, either repair or replace such defective CPE. Client shall be solely responsible for all costs associated with repairing or replacing any CPE damaged by accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure of electric power, air conditioning or humidity control; causes other than ordinary use; or any damage resulting from a breach of Client’s obligations hereunder.

c. **Purchased Equipment.** Trustwave warrants to Client, for the benefit of Client only, that any purchased equipment (excluding software) furnished by Trustwave pursuant to the Agreement will be free from defects in material and workmanship for ninety (90) days from the date of shipment of the equipment. In the event of a defect in the materials or workmanship of the equipment during said warranty period, Client shall have the right to return such defective equipment to Trustwave, and Trustwave shall, at Trustwave’s election and expense, either repair or replace such defective equipment. After such warranty period expires, Trustwave shall have no obligation to repair or replace such equipment. During such warranty period, Client shall be solely responsible for all costs associated with repairing or replacing any equipment damaged by accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure of electric power, air conditioning or humidity control; causes other than ordinary use; or any damage resulting from a breach of Client’s obligations hereunder.

d. **By Client.** Client represents and warrants to Trustwave that possession and use of information, specifications and data provided by Client to Trustwave under the terms and conditions of this Agreement will not constitute an infringement upon any patent, copyright, trade secret, or any other intellectual property right of any third party.

9. **Limitation of Liability & Disclaimer of Warranties**

a. **TRUSTWAVE SHALL NOT BE LIABLE TO CLIENT FOR** (1) **ANY ACTS OR OMISSIONS WHICH ARE NOT THE RESULT OF TRUSTWAVE’S GROSS NEGLIGENCE, RECKLESSNESS OR WILLFUL MISCONDUCT,** (2) **ANY AMOUNTS IN EXCESS OF ANY FEES PAID TO TRUSTWAVE BY CLIENT IN THE TWELVE MONTHS PRECEDING THE CLAIM,** (3) **ANY OUTAGES OR SLOW DOWNS OF CLIENT’S COMPUTER SYSTEMS RESULTING FROM THE PERFORMANCE OF ANY SERVICES UNLESS SUCH ARE THE RESULT OF TRUSTWAVE’S GROSS NEGLIGENCE, RECKLESSNESS OR WILLFUL MISCONDUCT,** OR (4) **ANY LOSSES, COSTS, DAMAGES OR EXPENSES INCURRED BY CLIENT RESULTING FROM THE PERFORMANCE OF ANY TEST, UNLESS SUCH ARE THE RESULT OF TRUSTWAVE’S GROSS NEGLIGENCE, RECKLESSNESS OR WILLFUL MISCONDUCT.**

b. **NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT, IN NO EVENT WILL TRUSTWAVE BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE SERVICES PERFORMED HEREUNDER, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF TRUSTWAVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, TRUSTWAVE WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN DELIVERY OR FURNISHING THE SERVICES.**

c. **EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, TRUSTWAVE DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE (IRRESPECTIVE OF ANY COURSE OF DEALING, USAGE OR USAGE OF TRADE) OF ANY SERVICES OR ANY GOODS OR SERVICES PROVIDED INCIDENTAL TO THE SERVICES PROVIDED UNDER THIS AGREEMENT.** Trustwave does not warrant that the CPE or Services are offered without defect or error, or that the operation of the CPE or availability of the Services will be uninterrupted or error-free. Furthermore Client acknowledges and understands that the monitoring for availability of dynamically addressed CPE devices may result in a greater time window for device outage detection. Client understands and agrees that receiving the Services does not guarantee Client’s PCI compliance or that Client’s information systems will be secure.

10. **Terms Applicable to Certain Services**

a. In the event Trustwave performs Payment Card Industry-related services for Client, the following shall apply:

i. **Client is responsible for PCI compliance and notification of any suspected breach of its systems and any fines, penalties or registration fee imposed by any payment card association or its acquiring bank. Client hereby authorizes Trustwave to release a redacted copy of Client’s PCI DSS Report on Compliance (“ROC”) to the PCI SSC upon the PCI SSC’s written request. Trustwave shall provide Client with notice of such request from the PCI SSC. In the event Client suffers a credit card compromise, Client authorizes Trustwave to release a copy of its ROC to the credit card associations upon the credit card associations’ written request. Trustwave shall provide Client with notice of such request from the credit card association. Finally, Client authorizes Trustwave to release a copy of Client’s ROC to Client’s acquiring bank. Trustwave shall have the right to retain a copy of Client’s information solely as necessary for Trustwave to comply with the PCI SSC data retention requirements for Qualified Security Assessors.**

b. In the event Client purchases portal-based services, such as TrustKeeper services, and/or security testing services, the following shall apply:

i. **Client represents and warrants that Client has full right, power, and authority to consent to have the TrustKeeper service scan for vulnerabilities the IP address and/or URL and/or domain names identified to Trustwave by Client for scanning, whether electronically or by any other means, whether during initial enrollment or thereafter. Without limiting any other remedy that Trustwave may have, Client agrees to indemnify and hold Trustwave and its affiliates harmless from and against all liabilities, losses, damages, costs and expenses, including without limitation reasonable attorney’s fees and costs incurred by Trustwave resulting from Client’s breach of this provision.**
Client shall obtain all consents and authorizations from any third parties necessary for Trustwave to perform the Services, including without limitation, third party datacenters, co-locations and hosts. Trustwave will not be required to execute agreements with any such third parties. Client agrees that Trustwave, including without limitation its functionality and contents, is confidential information, and Client’s use and/or access to Trustwave is subject to the terms of the mutual non-disclosure agreement executed by the parties. Client acknowledges and understands that accessing and scanning IP addresses and penetration testing involves inherent risks, including, without limitation, risks related to system or network performance and availability, and data corruption or loss.

ii. Client’s use of Trustwave portals, reports, and scanning solution is subject to the following restrictions: (i) Client may use the services and portals only to scan IP addresses; URLs and domain names owned by and registered to Client; (ii) portals, services, and reports may only be used for the stated purposes in this Agreement for Client’s internal business purposes in accordance with all applicable laws (including any export control laws); and (iii) Client shall not access or use the portals only to those employees and/or contractors who have an obligation of confidentiality with Client and only to those who have a requirement for such access on a "need to know" basis and Client shall be solely responsible for disabling portals accounts for those employees and/or contractors who no longer require access. Client shall not (i) decompile, reverse engineer, disassemble, or otherwise derive the source code from any component of the portals including the software embedded therein; (ii) modify, enhance, translate, alter, tamper with, upgrade or create derivatives works of the portals, software or documentation; or (iii) strip out or alter any trademark, service mark, copyright, patent, trade secret, ownership or any other proprietary or Intellectual Property notices, legends, warnings, markings or indications on or within any component of the portals, software or documentation, or attempt (i), (ii), and/or (iii) above.

c. If Client purchases a digital certificate, Client’s use of such certificate is subject to and governed by the terms and conditions in the applicable Certification Practice Statement(s), Certificate Policy(ies), Subscriber Agreement and other related documentation.

11. General

a. Assignment. Neither party may assign or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the other party; provided, however, that no assignment consent shall be required to assign this Agreement to any parent or wholly owned subsidiary of a party, and further provided that Trustwave may assign this Agreement without Client’s prior written consent to a successor by way of a merger, acquisition, sale, transfer or other disposition of all or substantially all of its assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

b. Force Majeure. Neither party shall be liable for any default or delay in the performance of its obligations hereunder (except for payments), if and to the extent such default or delay is caused, directly or indirectly, by acts of God, governmental acts, accidents, wars, terrorism, riots or civil unrest, fires, storms, earthquakes, floods or elements of nature, or any other similar cause beyond the reasonable control of such party, provided such default or delay could not have been prevented by reasonable precautions and cannot reasonably be documented by the non-performing party through the use of commercially reasonable alternative sources, workaround plans or other means.

c. Notice. Except as otherwise provided in this Agreement, all notices, consents, or approvals required by this Agreement shall be in writing sent by certified or registered mail, postage prepaid, or by electronic mail (receipt confirmed) to, (i) in the case of Trustwave, 70 W. Madison Street, Suite 1050, Chicago, IL 60602, Attn: Legal Department, Email: legal@trustwave.com, and (ii) in the case of Client, the address and email address set forth on the signature page hereto. Notices shall be deemed effective on the date of mailing (for certified or registered mail) or the date that receipt is confirmed (for electronic mail). Client agrees to accept communications from Trustwave via email.

d. Relationship. The relationship between the parties to this Agreement shall be that of independent contractors. Nothing in this Agreement shall be construed to create or imply a partnership, joint venture, agency relationship or contract of employment.

e. No Third Party Beneficiaries. Nothing herein expressed or implied is intended to or shall be construed to confer upon or give any person or entity, other than the parties hereto and their respective successors and permitted assigns, any rights or remedies under or by reason of this Agreement.

f. Subcontractors. Client expressly consents to Trustwave’s right to use of subcontractors in connection with the performance of Services hereunder, provided that Trustwave shall remain responsible for its obligations under this Agreement.

g. No Solicitation. During the term of this Agreement and for a period of one (1) year thereafter, Client shall not directly hire or solicit to be hired any employee of Trustwave or any of its affiliates. If Client breaches this provision, Client shall pay Trustwave two times (2X) the salary paid by Trustwave to such employee so hired. The parties agree that said amount is a reasonable estimate of the costs and expenses that Trustwave will incur as a result of training and replacing such employee. Waives. Any waiver of the provisions of this Agreement or of a party’s rights or remedies under this Agreement must be in writing to be effective.

i. Severability. If any provision in this Agreement is found to be invalid, unlawful or unenforceable, the parties agree in good faith to such amendments as will preserve the intent of this Agreement. If the parties fail to so agree, such invalid provision will be severed from this Agreement, which will continue in full force and effect.

j. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to conflict of law principles.

k. Arbitration. The parties agree that any dispute or controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement ("Dispute") shall be settled by arbitration to be held in Chicago, Illinois, in accordance with the rules then in effect of the American Arbitration Association. The arbitrator may grant injunctions or other relief in such Dispute. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator’s decision in any court having jurisdiction. The parties shall each pay one-half of the costs and expenses of such arbitration, and shall separately pay counsel fees and expenses.

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TRUSTWAVE PROPRIETARY INFORMATION

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Except as may be required by law, neither party, nor its affiliates, nor an arbitrator may disclose the existence, content or result of any arbitration held relating to this Agreement without the prior written consent of both parties. If a party makes an authorized disclosure pursuant to applicable law, the disclosing party shall provide prompt written notice of the potential disclosure to the other party.

l. **Venue and Jury Waiver.** NOTWITHSTANDING SECTION 11(K), IF FOR ANY REASON A DISPUTE PROCEEDS IN COURT AS A LAWSUIT, BOTH PARTIES AGREE THAT: (1) ANY SUCH DISPUTE SHALL ONLY BE BROUGHT AS A LAWSUIT IN THE DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION OR, IF THE DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION DOES NOT HAVE SUBJECT MATTER JURISDICTION, THEN IN A COURT OF COMPETENT JURISDICTION IN THE Eighteenth Judicial Circuit Court, sitting in DuPage County, Illinois; (2) BOTH PARTIES IRREVOCABLY CONSENT AND SUBMIT TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF SUCH COURTS; AND (3) BOTH PARTIES WAIVE ANY RIGHT TO TRIAL BY A JURY.

m. **Directives.** Client shall immediately notify Trustwave if Client knows or has reason to believe that Trustwave has been or will be required, as a result of activity arising out of or related to this Agreement or the services contemplated hereunder, by any court or administrative agency of the United States or any state, by the Payment Card Industry Security Standards Council, or by any legal process to respond to any subpoena, search warrant, discovery or other directive under the authority of such court, administrative agency, governmental inquiry or process in connection with any proceeding or investigation in which Client or any of its affiliates, officers, directors, agents, employees, or subcontractors is involved. Whether or not such notice is given by Client, Client shall directly assist Trustwave in Trustwave's attempt to reduce the burdens of compliance with any such directive, and Client shall reimburse any and all reasonable expenses incurred by Trustwave and its affiliates in complying with any such directive, including, but not limited to, attorneys' fees and Trustwave's outside counsel attorneys' fees for representation and advice, travel and lodging expenses and an hourly labor rate of $275 per hour for all time spent by Trustwave in responding to such matters.

n. **Export Control.** Client agrees to comply with all applicable U.S. and foreign export laws, restrictions, and regulations and not to export or re-export or allow the export or re-export of any product, technology or information it obtains or learns pursuant to its relationship with Trustwave in violation of any such laws, restrictions or regulations. Client shall bear all expenses relating to any necessary licenses and/or exemptions with respect to the export from the U.S. of the equipment purchased from Trustwave to any location in compliance with all applicable laws and regulations prior to the delivery thereof by Client. Client shall indemnify and hold Trustwave harmless from all claims, damages and related expenses (including reasonable attorneys' fees) incurred by Trustwave that result from Client's breach of this provision. TRUSTWAVE SHALL NOT BE LIABLE FOR CLIENT'S VIOLATION OF ANY EXPORT OR IMPORT LAWS, WHETHER UNDER THE UNITED STATES OR FOREIGN LAW.

o. **Entire Agreement; Amendment.** This Agreement, together with any software end-user license agreement (EULA) and any nondisclosure agreement executed between the parties, constitutes the entire agreement between Trustwave and Client regarding the subject matter hereof. All prior or contemporaneous agreements, proposals, understandings and communications between Trustwave and Client regarding the subject matter hereof, whether oral or written, are superseded by and merged into this Agreement. Client acknowledges and agrees that except as expressly set forth in this Agreement, Trustwave has not made and is not making any representation or warranty, oral or written, express or implied, to Client, and Client has not relied and is not relying on any representation or warranty, oral or written, express or implied in entering into this Agreement. This Agreement may not be modified or amended except by a written instrument executed by both Trustwave and Client. Notwithstanding anything else in this Agreement or otherwise, in the event of any changes or updates to applicable laws, regulations, rules, standards, interpretations or other external guidelines (including without limitation the PCI Data Security Standard or the Payment Application Data Security Standard), Trustwave may, upon notice to Client, make appropriate revisions to the scope and pricing for any Services that are affected by such changes or updates. The terms of any Client purchase order are accepted for accounting convenience only. No terms or conditions contained in any purchase order shall amend this Agreement or shall otherwise constitute an agreement between the parties.

p. **Dependencies.** Client acknowledges that the provision of Services is dependent upon the performance of Client, and its affiliates, and that Trustwave shall not be liable for its failure to perform to the extent such failure is due to (i) a failure by Client or any third party retained by, or under the control of, Client to provide data or materials that Client or such third party is required to provide to Trustwave or required by Trustwave to perform the services under this Agreement, (ii) a failure by Client to timely and accurately perform its responsibilities as set forth in this Agreement, or (iii) a failure by Client to obtain consents, approvals or access for Trustwave.

{SIGNATURE PAGE FOLLOWS}
Signatures

IN WITNESS WHEREOF, the parties below have executed this Agreement as of the date indicated below.

Trustwave: As a duly elected officer authorized to enter into agreements and contracts on behalf of Trustwave, I hereby provide and accept this Agreement.

Signature: ______________________________________
Print Name: ______________________________________
Title: ____________________________________________
Effective Date: ____________________________________

DuPage County: As a duly authorized representative with the authority to enter into agreements and contracts on behalf of Client, I hereby accept this Agreement for the designated services.

SIGNATURE ON FILE

Signature: ______________________________________
Print Name: Deborah A. Hanson
Title: Deputy Director of IT
Date: 04/11/2018
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: Apr 10, 2018

Bid/Contract/PO #: ____________________________

Company Name: Trustwave Holdings

Contact Phone: 312-995-5661

Company Contact: Vincent Perry

Contact Email: v Perry@trustwave.com

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

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

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

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

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 contract bid and shall update such disclosure with any changes that may occur.

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

<table>
<thead>
<tr>
<th>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</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vincent Perry</td>
<td>312 995 5661</td>
<td>v <a href="mailto:Perry@trustwave.com">Perry@trustwave.com</a></td>
</tr>
</tbody>
</table>

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: Robert J McCullen

Title: Chief Executive Officer

Date: 11APR18

Attach additional sheets if necessary. Sign each sheet and number each page. Page ______ of ______ (total number of pages)
### Procurement Review Checklist

#### Procurement Services Division

This form must accompany all Purchase Order Requisitions

Attach Required Vendor Ethics Disclosure Statement

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<table>
<thead>
<tr>
<th></th>
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<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>Dept: IT</td>
<td>Contact: Deborah Hanson</td>
<td>Phone: x5036</td>
<td>Assigned Committee: Technology</td>
</tr>
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</table>

#### Description of Procurement/ Scope of Work/ Background

Annual maintenance for the Enterprise Content Management System for Finance and HR.

#### Reason for Procurement

In 2015, an Enterprise Content Management System that integrates with the ERP system for Finance and HR was purchased in order to manage their workflow of documents by using image capture, retrieving, and routing of documents.

#### FUNDING SOURCE

- Procurement budgeted for (FY and budget code(s)): FY18 - 1000-1110-53807
- Budget Transfer (Date) ____________________________

#### DECISION MEMO NOT REQUIRED

- LOWEST RESPONSIBLE QUOTE # or BID # ____________________________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- RENEWAL, Enter Bid # ____________________________
- Intergovernmental Agreement
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (attach Sole Source Justification form)
- PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00
- Public Utility
- PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

#### DECISION MEMO REQUIRED

- Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- EXPLANATION OF REQUEST FOR PROPOSAL RFP # ____________________________ (Include Evaluation Summary if applicable)
- RENEWAL OF RFP # ____________________________
- PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- OTHER THAN LOWEST RESPONSIBLE BID # ____________________________

---

### PREPARED BY AND APPROVAL(S) (Initials Only)

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<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
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**REVIEWED BY (Initials Only)**

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<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>Chief Financial Officer (Decision Memos Over $25,000)</td>
<td>Date</td>
<td>Chairman's Office (Decision Memos Over $25,000)</td>
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---

**Date:** Apr 11, 2018

**Packet Pg. 39**

---

**Attachment:** MHC Software - Checklist (TE-P-0133-18 : MHC Software)
**Send Purchase Order To:**

<table>
<thead>
<tr>
<th>Vendor: MHC Software, Inc.</th>
<th>Vendor #: 13554</th>
<th>Dept: Information Technology</th>
<th>Division:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Teresa Myers</td>
<td>Email: <a href="mailto:TeresaM@mhccom.com">TeresaM@mhccom.com</a></td>
<td>Attn: Sarah Godzicki</td>
<td>Email: <a href="mailto:Sarah.Godzicki@dupageco.org">Sarah.Godzicki@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 12000 Portland Avenue South, Suite 230</td>
<td></td>
<td>City: Wheaton</td>
<td>State: IL Zip: 60187</td>
</tr>
<tr>
<td>City: Burnsville</td>
<td>State: MN Zip: 55337</td>
<td>Phone: 800-588-3676 x269</td>
<td>Fax: 952-882-0484</td>
</tr>
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</table>

**Send Invoices To:**

- **Vendor:** MHC Software, Inc.  
  **Vendor #:** 13554  
  **Attn:** Teresa Myers  
  **Email:** TeresaM@mhccom.com  
  **Address:** 12000 Portland Avenue South, Suite 230  
  **City:** Burnsville  
  **State:** MN  
  **Zip:** 55337  
  **Phone:** 800-588-3676 x269  
  **Fax:** 952-882-0484

**Send Payments To:**

- **Vendor:** MHC Software  
  **Vendor #:** 13554  
  **Attn:**  
  **Email:**  
  **Address:** P.O. Box 1749  
  **City:** Burnsville  
  **State:** MN  
  **Zip:** 55337  
  **Phone:**  
  **Fax:**

**Payment Terms:**

- **PER 50 ILCS 505/1**  
  **F.O.B.**  
  **PO 20 Delivery Date:** ASAP  
  **Requisitioner:** Sarah Godzicki  

**Use for:** PO25 only

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<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
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<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
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**Requisition Total:** $33,030.00

**Header Comments** (these comments will appear on the PO20 and PO25 Purchase Order):

**Special Instructions/Comments to Buyer or Approver** (these comments will NOT appear on the Purchase Order):

**User Department Internal Notes** (these comments will NOT appear on the Purchase Order):
## MHC Software Invoice

**Invoice Date:** 01/18/2018  
**Invoice Number:** 126745

**CUSTOMER NO.:** 215275  
**CUSTOMER PO:** Debbie Hanson

**REMIT TO:**  
MHC Software  
P. O. Box 1749  
Burnsville, MN 55337

**SHIPPED TO:**  
Dupage County  
421 N. County Farm Road  
IT-Deborah Hanson  
Wheaton, IL 60187

**please pay from this invoice. No statement will be rendered. We sincerely appreciate your business.**

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<tr>
<th>OUR ORDER NO</th>
<th>DATE SHIPPED</th>
<th>SHIPPED VIA</th>
<th>SALES PERSON</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
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<td>eForm Payment Voucher Mtn</td>
<td>270.00</td>
<td>EA</td>
<td>270.00</td>
</tr>
</tbody>
</table>

* This invoice replaces 125891  

Mtnc period 02/28/2018 to 02/27/2019

**SUBTOTAL** 33,030.00

**TAX**

**TOTAL** 33,030.00

Attachment: MHC Invoice #126745 (TE-P-0133-18 : MHC Software)
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: Sep 19, 2017

Bid/Contract/PO #: 7.C.d

<table>
<thead>
<tr>
<th>Company Name: MHC Software</th>
<th>Company Contact: Catherine Beattie, Controller</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone: 952-882-0884</td>
<td>Contact Email: <a href="mailto:catherineb@mhc.com.com">catherineb@mhc.com.com</a></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>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</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

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:

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

Signed on File

Printed Name

Catherine Beattie

Title

Controller

Date

Sep 19, 2017

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
SUPPORTING DATA FOR
AMENDMENT TO RESOLUTION DT-R-0354-17
ISSUED TO MEADE, INC.
2018-2019 TRAFFIC SIGNAL AND
STREET LIGHT MAINTENANCE
SECTION 18-TSMTC-01-GM
(INCREASE $74,836.00; +3.37%)

Engineer’s Estimate of Construction Cost: $3,697,890.00

<table>
<thead>
<tr>
<th>NAME</th>
<th>BID AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meade, Inc.</td>
<td>$2,219,908.51</td>
</tr>
</tbody>
</table>

Current Contract Amount: $2,219,908.51
Increase this Resolution: $74,836.00
Percent of Change: +3.37%
Increase to Date: $74,836.00
Percent of Change: +3.37%

Reason for Change:
Furnish/install inner-duct and indoor-outdoor fiber for Customer Premise Equipment (CPE) network connectivity to the DU-COMM PSAP for the DuPage County Emergency Telephone System Board (ETSB), Information Technology (IT) and Du-Comm/Facilities Management (DC/FM)

| Directional Bore Breakout Area #1 (ETSB) | $27,520.00 |
| Area #2 Fiber and Inner-duct Breakout (ETSB) | $13,661.00 |
| Area #3 Fiber and Inner-duct Breakout (IT) | $20,245.00 |
| Area #4 Fiber and Inner-duct Breakout (DC/FM) | $13,410.00 |

Net Addition: $74,836.00
New Contract Total Amount: $2,294,744.51
Mark Thomas  
DuPage County  
Facilities Manager

Re: DuPage County Fiber Install:

Dear Mark:

We are pleased to provide a lump sum proposal for the above-referenced project.

Our pricing for the following proposal is:

**Seventy-Four Thousand Eight Hundred Thirty-Six Dollars**

$74,836.00

**Scope of Work**

Proposal includes labor, supervision, materials, tools and equipment necessary to furnish and install the telecommunications scope of work per the provided drawings previously mentioned:

1. Furnish and install (directional bore) 1000’ of 4” poly and 1200’ of pull rope.
2. This includes all heavy equipment and materials needed for this install including the 4” poly, mule tape.
3. Core and drill the tunnel at the North-East side.

**Directional Bore Breakout Area #1**

$27,520.00

1. Furnish and install all required solid 2” inner-duct and all necessary Hoffman junction boxes (with required mounting and coupling materials).
2. Furnish and install 500’ of corrugated 2” inner-duct that will connect to the solid at that point and furnish and install the 1800’ of rope required for the install.

**Area #2 Fiber and Innerduct Breakout Cost**

$13,661.00

1. Furnish and install the 2” corrugated inner-duct and the indoor outdoor 24 Strand SM fiber from the 421 building to the 400 building (along with all LIUs and terminating hardware necessary for the completed fiber install).
2. Furnish and install the 2” corrugated inner-duct and the indoor outdoor 24 Strand SM fiber from the 400 building to the 420 building (along with all LIUs and terminating hardware necessary for the completed fiber install).

**Area #3 Fiber and Innerduct Breakout Cost**

$20,245.00
DuPage County Fiber Install  
March 14, 2018 (Revised March 30, 2018) 
Page 2 of 2  

1. Furnish and install the 2" corrugated inner-duct and the indoor outdoor 24 Strand SM fiber from the DuComm Shelter building to the 420 building (along with all LIUs and terminating hardware necessary for the completed fiber install).  
2. Terminate and certify and newly installed fiber.  

**Area #4 Fiber and Innerduct Breakout Cost** .............................................................................................................. $13,410.00  

**Clarifications**  
1. All new copper/fiber terminations will be tested on a Fluke DTX 1800.  
2. As-built drawings will be issued in PDF format along with hard copies if required.  
3. This proposal includes all boring and trenching required.  

**Exclusions**  
1. Overtime  

**General Qualifications**  
1. This proposal is valid for 30 calendar days from the date of this proposal.  
2. This proposal contains a one-year warranty.  
3. Permits, sales tax and bonds are not included.  
4. Hazard waste handling and disposal is not included.  
5. Survey and layout are not included.  
6. Liquidated damages or penalties are not included.  
7. Owner damages due to schedule delays are not included.  

Thank you for the opportunity to prepare this proposal. If you have any questions, feel free to contact me at 708-588-6256 or jgagliardi@meade100.com.  

Sincerely,  

Jim Gagliardi  
Project Executive Technology Division  
Direct: 708-588-6256  
Mobile: 312-515-5776  
jgagliardi@meade100.com  

<table>
<thead>
<tr>
<th>Chicago Office</th>
<th>Hammond Office</th>
<th>Milwaukee Office</th>
<th>Indianapolis Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>6850 W. 62nd Street</td>
<td>1741 Summer Street</td>
<td>100 West Oklahoma Avenue</td>
<td>6057 Churchman Bypass</td>
</tr>
<tr>
<td>Chicago, IL 60638</td>
<td>Hammond, IN 46320</td>
<td>Milwaukee, WI 53207</td>
<td>Indianapolis, IN 46203</td>
</tr>
<tr>
<td>773-287-7600 (Office)</td>
<td>219-939-4301 (Office)</td>
<td>219-939-4304 (Fax)</td>
<td>317-780-0322 (Office)</td>
</tr>
<tr>
<td>773-287-4407 (Fax)</td>
<td>219-939-4306 (Fax)</td>
<td></td>
<td>317-780-0366 (Fax)</td>
</tr>
</tbody>
</table>
Required Vendor Ethics Disclosure Statement

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<table>
<thead>
<tr>
<th>Company Name:</th>
<th>Meade Inc.</th>
<th>Company Contact:</th>
<th>Michael K Knutson</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone:</td>
<td>708-588-2500</td>
<td>Contact Email:</td>
<td><a href="mailto:mkk@meade100.com">mkk@meade100.com</a></td>
</tr>
</tbody>
</table>

Bid/Contract/PO #: 18 - TSUPG - 03 - GM

7.D.b

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

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

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|x| x| 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

Signature on File

Authorized Signature

Printed Name: Michael K Knutson
Title: Vice President
Date: 2/26/18

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

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions

**Attach Required Vendor Ethics Disclosure Statement**

**Date:** Apr 18, 2018

**MinuteTraq (IQM2) ID #:** 12528

<table>
<thead>
<tr>
<th>Vendor:</th>
<th>Vendor #:</th>
<th>Contract Term:</th>
<th>Contract Total:</th>
</tr>
</thead>
<tbody>
<tr>
<td>CherryRoad Technologies Inc.</td>
<td>28770</td>
<td>05/01/2018-4/30/2023</td>
<td>$783,580.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Dept:</th>
<th>Contact:</th>
<th>Phone:</th>
<th>Assigned Committee:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Finance Department</td>
<td>Mary Wells</td>
<td>(630) 407-6167</td>
<td>Finance</td>
</tr>
</tbody>
</table>

**Description of Procurement/Scope of Work/Background:**

This item is an integrated budget system. The scope includes development, implementation, and deployment of new budget software. The selected firm will be responsible for providing software, configuration, testing, training, and other services related to the implementation of the new system. One-time development costs are $355,900, while annual licensing, maintenance, support, and hosting costs are $85,536 per year for five years.

**Reason for Procurement:**

Currently, the County lacks a budgeting system for managing its $439.6 million annual operations. The new system will eliminate this operational weakness. It will enable sophisticated scenario forecasting, provide enhanced reporting capabilities, improve budget controls, and streamline document production.

### FUNDING SOURCE

- Procurement budgeted for (FY and budget code(s)): FY2018-FY2023, 1000-1110-53807 and 6000-1235-54100
- Budget Transfer (Date) ____________ Add'l Information

### DECISION MEMO NOT REQUIRED

- LOWEST RESPONSIBLE QUOTE # or BID # ____________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- RENEWAL, Enter Bid # ____________ Intergovernmental Agreement
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00
- PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:
  - _____________________________

### DECISION MEMO REQUIRED

- Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- EXPLANATION OF REQUEST FOR PROPOSAL RFP # 18-074-LG ____________ (include Evaluation Summary if applicable)
- RENEWAL OF RFP # ____________
- PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- OTHER THAN LOWEST RESPONSIBLE, BID # ____________

### PREPARED BY AND APPROVAL(S) (Initials Only)

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>MCW</td>
<td>Apr 19, 2018</td>
<td></td>
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</table>

### REVIEWED BY (Initials Only)

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>LG</td>
<td></td>
<td>JM</td>
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</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer</th>
<th>Date</th>
<th>Chairman's Office</th>
<th>Date</th>
</tr>
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<tbody>
<tr>
<td>(Decision Memos Over $25,000)</td>
<td></td>
<td>(Decision Memos Over $25,000)</td>
<td></td>
</tr>
</tbody>
</table>

---

Attachment: CherryRoad Technologies - Checklist (Fl-P-0134-18 : CherryRoad Technologies Inc.)
**Purchase Requisition**

**Procurement Services Division**

**Date:** Apr 18, 2018

**MinuteTraq (IQM2) ID #:** 12528

**Department Req #:** 12528

**RFP, Bid or Quote #:** 18-074

---

### Send Purchase Order To:

<table>
<thead>
<tr>
<th>Vendor: CherryRoad Technologies Inc.</th>
<th>Vendor #: 28770</th>
<th>Dept: Finance Department</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Lisa Druckman</td>
<td>Email: <a href="mailto:LDruckman@CherryRoad.com">LDruckman@CherryRoad.com</a></td>
<td>Division:</td>
</tr>
<tr>
<td>Address: 301 Gibraltar Drive, Suite 2C</td>
<td>Phone: (973) 541-4316</td>
<td></td>
</tr>
<tr>
<td>City: Morris Plains</td>
<td>State: NJ</td>
<td>Zip: 07950</td>
</tr>
<tr>
<td>Phone: (973) 541-4316</td>
<td>Fax: (973) 402-7808</td>
<td></td>
</tr>
</tbody>
</table>

### Send Invoices To:

| Attn: Mary Wells | Email: MaryCatherine.Wells@DuPageCo.org |
| Address: 421 County Farm Road | Room: 3-400 |
| City: Wheaton | State: IL | Zip: 60187 |
| Phone: (630) 407-6167 | Fax: (630) 407-6201 |

### Send Payments To:

| Vendor: See above | Dept: |
| Attn: | Email: |
| Address: | City: IL | Zip: |
| Phone: | State: IL | Fax: |

### Payment Terms

<table>
<thead>
<tr>
<th>F.O.B.</th>
<th>PO 20 Delivery Date</th>
<th>Requisitioner</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**PER 50 ILCS 505/1**

**Use for PO25 only**

<table>
<thead>
<tr>
<th>Mary Catherine Wells</th>
<th>Contract Administrator</th>
<th>Contract Start Date</th>
<th>Contract End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>May 1, 2018</td>
<td>Apr 30, 2023</td>
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</tbody>
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### LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acctg Unit | Acct # | Sub-Accts and/or Activity # | Unit Price | Extension |
<table>
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<tr>
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</tr>
</thead>
<tbody>
<tr>
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<td>EA</td>
<td>Software Dev</td>
<td>Budget Software &amp; Maintenance</td>
<td>18</td>
<td>6000</td>
<td>1235</td>
<td>54100</td>
<td></td>
<td>441,436.00</td>
<td>441,436</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>EA</td>
<td>Maintenance</td>
<td>Maintenance</td>
<td>19</td>
<td>1000</td>
<td>1110</td>
<td>53807</td>
<td></td>
<td>342,144.00</td>
<td>342,144</td>
</tr>
</tbody>
</table>

**Requisition Total:** $783,580

---

**Header Comments:**

(These comments will appear on the PO20 and PO25 Purchase Order)

---

**Special Instructions/Comments to Buyer or Approver:**

(These comments will NOT appear on the Purchase Order)

The project will be paid out of two different accounts (6000-1235-54100 and 1000-1110-53807). The software development and Year 1 maintenance costs total $441,436. These expenses will be paid out of 6000-1235-54100 in FY2018. Year 2 through Year 5 maintenance costs total $342,144 (i.e., $85,536 per year x 4 years). These expenses will be paid out 1000-1110-53807 in FY2019 through FY2023.

---

**User Department Internal Notes:**

(These comments will NOT appear on the Purchase Order)

The project will be paid out of two different accounts (6000-1235-54100 and 1000-1110-53807). The software development and Year 1 maintenance costs total $441,436. These expenses will be paid out of 6000-1235-54100 in FY2018. Year 2 through Year 5 maintenance costs total $342,144 (i.e., $85,536 per year x 4 years). These expenses will be paid out 1000-1110-53807 in FY2019 through FY2023.
### Action Requested

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

Request approval of contract for development and maintenance of a new budget software system. The software development/implementation will occur in FY2018 and cost $355,900. The annual maintenance (SaaS) will span five years from FY2019 to 2023 and cost $85,536 per year. The total cost for all years is $783,580.

### Summary Explanation/Background

Currently, the County lacks a system for executing its $439.6 million annual budget. The requested new system will eliminate this operational weakness. The new integrated budget system will:

1. enable sophisticated scenario forecasting;
2. provide faster, more efficient reporting;
3. improve budget controls; and
4. streamline document production.

### Strategic Impact

**Financial Planning**

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

**Better Technical Tool.** With the new system, the Finance Department will be able to model different revenue and expenditure scenarios, including changes in headcount and wages. With this new tool, the Finance Department can be more strategic in terms of long term financial planning.

**More Efficient Process.** With the new system, the Finance Department will eliminate the use of six different programs and consolidate the budget data in one place under one program. Using this system, the Department will spend less time formatting data and more time analyzing it. This move will reduce the amount of time needed to produce the budget, streamline operations, minimize potential for error, and improve overall efficiency.

**Expanded Reporting.** With the new system, the Finance Department will be able to provide more information to its key stakeholders. This reporting will make County operations more transparent.

**Improved Communication.** With the new system, the Finance Department will be able to manage the workflow of user departments through a web interface. This system will be easier for departments to use and will help them to stay on top of budget requests and updates.

### Source Selection/Vetting Information

Describe method used to select source.

The Finance Department issued a RFP. Seven vendors responded. In consultation with the Information Technology Department, the Finance Department's Selection Committee evaluated the RFPs. The evaluation criteria included: qualifications, proposal, and price. Based on the evaluations, the Committee selected CherryRoad Technologies Inc.

### Recommendations/Alternatives

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

The Finance Department recommends approving the CherryRoad Technologies Inc. contract to implement a new budget system. CherryRoad Technologies received the highest score because of its "Best in Breed" Oracle-based budget solution, its extensive list of comparable county government clients, and its concise, well organized proposal. The Oracle Planning and Budgeting Cloud Service
(PBCS) is a high quality product that will serve the County well in years to come. Alternatives would include selecting the second ranked vendor with a less desirable solution or deferring the project another year.

**Fiscal Impact/Cost Summary** - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

The Finance Department has been planning for this project for the last five years, so funds have been set aside accordingly. The project will be paid out of two different accounts (6000-1235-54100 and 1000-1110-53807). The software development and Year 1 maintenance costs total $441,436. These expenses will be paid out of 6000-1235-54100 in FY2018. Year 2 through Year 5 maintenance costs total $342,144 (i.e., $85,536 per year x 4 years). These expenses will be paid out 1000-1110-53807 in FY2019 through FY2023.
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<tr>
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<th>Email</th>
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- 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**
Lisa Druckman

**Title**
Vice President - Finance

**Date**
Apr 2, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
### Criteria Score Sheet
#### RFP 18-074-LG Budgeting Software Systems

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Points</th>
<th>CherryRoad Technologies</th>
<th>Questica Inc. Burlington, ON, CA</th>
<th>NeuBrain Rockville, MD</th>
<th>Educen Consulting Plano, TX</th>
<th>OpenGov Redwood City, CA</th>
<th>Alta Via Consulting Palos Heights, IL</th>
<th>Clarity Partners Chicago, IL</th>
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</thead>
<tbody>
<tr>
<td>Firm Qualifications</td>
<td>15</td>
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<td>15</td>
<td>15</td>
<td>9</td>
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<tr>
<td>Key Qualifications</td>
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<td>13</td>
<td>12</td>
<td>9</td>
<td>9</td>
<td>9</td>
<td>12</td>
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<tr>
<td>Project Understanding of Scope of Services</td>
<td>50</td>
<td>41</td>
<td>30</td>
<td>36</td>
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<td>Price</td>
<td>20</td>
<td>11</td>
<td>20</td>
<td>7</td>
<td>9</td>
<td>13</td>
<td>9</td>
<td>2</td>
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<td>Total:</td>
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<td>78</td>
<td>70</td>
<td>66</td>
<td>53</td>
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<td>47</td>
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</table>

#### Price

<table>
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<tr>
<th>Year</th>
<th>CherryRoad Technologies</th>
<th>Questica Inc.</th>
<th>NeuBrain</th>
<th>Educen Consulting</th>
<th>OpenGov</th>
<th>Alta Via Consulting</th>
<th>Clarity Partners</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td>$441,436</td>
<td>$203,539</td>
<td>$428,650</td>
<td>$399,900</td>
<td>$193,840</td>
<td>$556,926</td>
<td>$1,129,660</td>
</tr>
<tr>
<td>Year 2</td>
<td>$85,536</td>
<td>$54,649</td>
<td>$195,368</td>
<td>$150,000</td>
<td>$119,000</td>
<td>$102,528</td>
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<tr>
<td>Year 3</td>
<td>$85,536</td>
<td>$54,649</td>
<td>$195,368</td>
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<td>$119,000</td>
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<td>Year 4</td>
<td>$85,536</td>
<td>$67,618</td>
<td>$195,368</td>
<td>$150,000</td>
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<tr>
<td>Year 5</td>
<td>$85,536</td>
<td>$69,647</td>
<td>$195,368</td>
<td>$150,000</td>
<td>$119,000</td>
<td>$102,528</td>
<td>$117,633</td>
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<tr>
<td>TOTAL</td>
<td>$783,580</td>
<td>$450,102</td>
<td>$1,210,122</td>
<td>$999,900</td>
<td>$669,840</td>
<td>$967,038</td>
<td>$4,563,979</td>
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</tbody>
</table>

Points awarded relative to low price (low price/price) x 20 points:

| Awarded Price Points | 11 | 20 | 7 | 9 | 13 | 9 | 2 |
### Procurement Review Checklist

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

<table>
<thead>
<tr>
<th>Vendor: CareVoyant, Inc.</th>
<th>Vendor #: 13289</th>
<th>Contract May 1, 2018 - April 30, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: DuPage Care Center</td>
<td>Contact: Shauna Berman</td>
<td>Phone: 630-784-4261</td>
</tr>
<tr>
<td><strong>Contract Total:</strong> $77,817.00</td>
<td><strong>Assigned Committee:</strong> Services</td>
<td></td>
</tr>
</tbody>
</table>

**Description of Procurement/Scope of Work/Background**

1 year software maintenance for the CareVoyant software system at the DuPage Care Center and First Databank annual usage fee for the period May 1, 2018 through April 30, 2019.

**Reason for Procurement**

Provide end-user support, enhancements and upgrade installs for the CareVoyant System.

### FUNDING SOURCE

- Procurement budgeted for (FY and budget code(s)): 1200-2000-53807
- Budget Transfer (Date) Add'l Information

## DECISION MEMO NOT REQUIRED

- LOWEST RESPONSIBLE QUOTE # or BID # (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- RENEWAL, Enter Bid # ____________________________ [ ] Intergovernmental Agreement
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
  - PER SS ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 [ ] Public Utility
  - PER SS ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

## DECISION MEMO REQUIRED

- Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- EXPLANATION OF REQUEST FOR PROPOSAL RFP # ____________________________ (include Evaluation Summary if applicable)
- RENEWAL OF RFP # ____________________________
- PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- OTHER THAN LOWEST RESPONSIBLE, BID # ____________________________

### PREPARED BY AND APPROVAL(S) (Initials Only)

<table>
<thead>
<tr>
<th>cdk</th>
<th>Apr 4, 2018</th>
<th>QC</th>
<th>4-5-18</th>
</tr>
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**Recommended for Approval**

**IT Approval, if required**

### REVIEWED BY (Initials Only)

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
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<tr>
<td>4/6/18</td>
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**Chief Financial Officer**

(Decision Memos Over $25,000)

<table>
<thead>
<tr>
<th>Date</th>
<th>Chairman's Office</th>
<th>Date</th>
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<tbody>
<tr>
<td>4/10-18</td>
<td>QC</td>
<td>4-12-18</td>
</tr>
</tbody>
</table>

**FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER**

Packet Pg. 53
# Purchase Requisition

**Procurement Services Division**

**Date:** Apr 4, 2018  
**MinuteTraq (IQM2) ID #:** 12422  
**Department Req #:** 7  
**RFP, Bid or Quote #:** RFP-11-

## Send Purchase Order To:

<table>
<thead>
<tr>
<th>Vendor: CareVoyant, Inc.</th>
<th>Vendor #: 13289</th>
<th>Dept: DuPage Care Center</th>
<th>Division: Administration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn:</td>
<td></td>
<td>Attn: Shauna Berman</td>
<td>Email: <a href="mailto:shauna.berman@dupageco.org">shauna.berman@dupageco.org</a></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>City:</td>
<td>Schaumburg</td>
<td>City: Wheaton</td>
<td></td>
</tr>
<tr>
<td>Phone:</td>
<td>847-925-9148</td>
<td>Phone: 630-784-4261</td>
<td></td>
</tr>
<tr>
<td>Fax:</td>
<td>847-925-9419</td>
<td>Fax:</td>
<td></td>
</tr>
</tbody>
</table>

## Send Invoices To:

<table>
<thead>
<tr>
<th>Vendor: CareVoyant, Inc.</th>
<th>Vendor #: 13289</th>
<th>Dept: DuPage Care Center</th>
<th>Division: Administration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn:</td>
<td></td>
<td>Attn: Shauna Berman</td>
<td>Email: <a href="mailto:shauna.berman@dupageco.org">shauna.berman@dupageco.org</a></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>City:</td>
<td>Schaumburg</td>
<td>City: Wheaton</td>
<td></td>
</tr>
<tr>
<td>Phone:</td>
<td>847-925-9148</td>
<td>Phone: 630-784-4261</td>
<td></td>
</tr>
<tr>
<td>Fax:</td>
<td>847-925-9419</td>
<td>Fax:</td>
<td></td>
</tr>
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</table>

## Send Payments To:

<table>
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<th>Vendor #: 13289</th>
<th>Dept: DuPage Care Center</th>
<th>Division: Administration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn:</td>
<td></td>
<td>Attn: Shauna Berman</td>
<td>Email: <a href="mailto:shauna.berman@dupageco.org">shauna.berman@dupageco.org</a></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>City:</td>
<td>Schaumburg</td>
<td>City: Wheaton</td>
<td></td>
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<tr>
<td>Phone:</td>
<td>847-925-9148</td>
<td>Phone: 630-784-4261</td>
<td></td>
</tr>
<tr>
<td>Fax:</td>
<td>847-925-9419</td>
<td>Fax:</td>
<td></td>
</tr>
</tbody>
</table>

## Special Instructions/Comments to Buyer or Approver:

- Use for PO25 only

## LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acctg Unit | Acct # | Sub-Accts and/or Activity # | Unit Price | Extension |
<table>
<thead>
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<th></th>
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<th></th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>1 years of software maintenance for the CareVoyant software system at the DuPage Care Center</td>
<td>1200</td>
<td>2000</td>
<td>53807</td>
<td>75,499.00</td>
<td>75,499.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>EA</td>
<td>First Databank Annual usage fee</td>
<td>1200</td>
<td>2000</td>
<td>53807</td>
<td>2,318.00</td>
<td>2,318.00</td>
<td></td>
<td></td>
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</table>

**Requisition Total:** $77,817

---

**Header Comments** (these comments will appear on the PO20 and PO25 Purchase Order):

1-year maintenance program for the CareVoyant software system at the DuPage Care Center for the period May 1, 2018 through April 30, 2019. (includes end-user support, enhancements, licenses (s) and upgrade installs)

---

**Special Instructions/Comments to Buyer or Approver** (these comments will **NOT** appear on the Purchase Order):

- original RFP 11-001

---

**User Department Internal Notes** (these comments will **NOT** appear on the Purchase Order):

04/17/18 HHS
Decision Memo
Procurement Services Division
This form is required for all Professional Service Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

Requesting Department: DuPage Care Center
Department Contact: Shauna Berman
Contact Email: shauna.berman@dupageco.org
Vendor Name: CareVoyant, Inc.
Vendor #: 13289

Department Requisition #: 7060
MinuteTraq (IQM2) ID #: 12422
Date: Apr 4, 2018

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

Purchase of a one year of annual maintenance for the CareVoyant software system at the DuPage Care center for the period May 1, 2018 through April 30, 2019.

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

The CareVoyant Electronic Health Record System was originally implemented at the DuPage Care Center in 2012 to replace previously used software. Five years of maintenance was paid for at the time, which expired on 04/30/17. Then another one year of maintenance was purchased and that will expire on 04/30/18.

DPCC initially considered purchasing another five years of maintenance, however, upon reconsideration due to performance issues with the vendor, which have since been rectified and more models being implemented, DPCC has decided to proceed with another one year maintenance agreement.

Strategic Impact

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

Annual maintenance will offer end-user support, enhancements, licenses and upgrade installs.

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

P11-001

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

1) Purchase one-year of annual maintenance for the CareVoyant software system currently in use at DPCC.
2) Do not purchase one-year of annual maintenance for the CareVoyant software system currently in use at DPCC, which would leave DPCC without the benefit of end-user support, enhancements and upgrade installs.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

FY18: $77,817.00
# JUSTIFICATION FOR SOLE SOURCE

(PLEASE COMPLETE AND ATTACH TO PURCHASE REQUISITION)

<table>
<thead>
<tr>
<th>REQUISITION #</th>
<th>7060 minutetrak # 12422</th>
<th>DEPARTMENT</th>
<th>DuPage Care Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>MANUFACTURER</td>
<td></td>
<td>PRODUCT</td>
<td></td>
</tr>
</tbody>
</table>

**DESCRIBE ITEM BEING JUSTIFIED AND ITS FUNCTION:**

CareVoyant has already installed the Clinical and Financial Software for the DuPage Care Center. CareVoyant has analyzed and continues to collect data for the Clinical Functions of the software.

**THIS IS A SOLE SOURCE BECAUSE VENDOR IS:**
- [ ] sole provider of a licensed or patented good or service
- [ ] sole provider of items that are compatible with existing equipment, inventory, systems, programs or services
- [ ] sole provider of factory-authorized warranty service
- [ ] sole authorized distributor - manufacturer has established territories (e.g. Caterpillar parts) (Please attach letter from the manufacturer)
- [ ] the manufacturer (please detail below or attach information regarding why only this manufacturer's product can be used)
- [x] the software manufacturer (and sole maintenance/update provider)
- [ ] other – (please detail below or in an attachment)

DPCC owns the Clinical and Financial module of the CareVoyant medical software that is currently installed & working at the DPCC.

**REQUESTED SOURCE**

<table>
<thead>
<tr>
<th>PHONE</th>
<th>CONTACT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>WEBSITE</td>
</tr>
</tbody>
</table>

**WHAT NECESSARY AND UNIQUE FEATURES DOES THIS VENDOR'S PRODUCT OR SERVICE PROVIDE WHICH ARE NOT AVAILABLE FROM OTHER VENDORS? (Please be specific)**

**HAS THE MARKET BEEN TESTED LATELY (LAST 12 MONTHS) ON THE APPLICABILITY OF SOLE SOURCE? (If not, why not?)**

**WHAT STEPS WERE TAKEN TO VERIFY THAT THESE FEATURES ARE NOT AVAILABLE ELSEWHERE? WERE OTHER BRANDS/MANUFACTURERS EXAMINED? (Please list other products or services examined - include names & phone numbers of people contacted)**

**DEPARTMENT APPROVAL**

<table>
<thead>
<tr>
<th>DATE</th>
<th>PURCHASING REVIEW</th>
</tr>
</thead>
<tbody>
<tr>
<td>4-5-18</td>
<td>4-9-18</td>
</tr>
</tbody>
</table>

**Signature on file**

FORM 7007-008
05/03/10

Packet Pg. 56
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.

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.

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.

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

Kandasamy Pasupathy

Title

President

Date

04/05/2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page _____ of _______ (total number of pages)
### Procurement Review Checklist

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions

**Attach Required Vendor Ethics Disclosure Statement**

---

**Vendor:** JM Smith Corporation dba QS1 Data Systems  
**Vendor #:** 11439  
**Contract May 1, 2018 - April 30, 2019**  
**Contract Total:** $20,000.00  
**Dept:** DuPage Care Center  
**Contact:** Dale Wagener  
**Phone:** 630-784-4275  
**Assigned Committee:** Health and Human Services

---

**Description of Procurement/Scope of Work/Background:**

The Pharmacy Department uses the QS1 Data System to electronically store prescriptions. This system keeps track of patient information, inventory, and billing. We purchase a maintenance agreement each year to keep the system up to date on pricing, clinical information and regulatory information.

**Reason for Procurement:**

This software allows new prescriptions and filling refills quick and easy. HIPAA-compliant system makes processing claims, reporting, managing inventory and maintaining and updating data easier. QS1 offers a range of integrated services and systems that enhance work flow and patient safety in our pharmacy while providing the comprehensive management tools necessary for better service and profitability.

The DPCC Pharmacy has utilized the QS1 system since 1998 with little to no interruptions in service. The system is flexible enough to interface with new technology and is adaptable with the needs to our inpatient and outpatient needs of our Pharmacy Department.

---

**FUNDING SOURCE**

- [ ] Procurement budgeted for (FY and budget code(s)): 1200-2085-53250 & 1200-2085-53807
- [ ] Budget Transfer (Date)  
- [ ] Add'l Information

---

**DECISION MEMO NOT REQUIRED**

- [ ] LOWEST RESPONSIBLE QUOTE # or BID # __________________________ (QUOTE < $25,000, BID > $25,000; attach Tabulation)
- [ ] RENEWAL, Enter Bid # ________________________________________  
- [ ] Intergovernmental Agreement
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (attach Sole Source Justification form)
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00  
- [ ] Public Utility
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

---

**DECISION MEMO REQUIRED**

- [ ] Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP # __________________________ (include Evaluation Summary if applicable)
- [ ] RENEWAL OF RFP # ________________________________________
- [ ] PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 5/10/2 (Architects, Engineers and Land Surveyors)
- [ ] OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- [ ] REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- [ ] OTHER THAN LOWEST RESPONSIBLE, BID # __________________________

---

**PREPARED BY AND APPROVAL(S) (Initials Only)**

<table>
<thead>
<tr>
<th>CDK</th>
<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
</tr>
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<tbody>
<tr>
<td></td>
<td></td>
<td>Mar 22, 2018</td>
<td>3-25-18</td>
<td>WM-4-1018</td>
<td>4/11/18</td>
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**REVIEWED BY (Initials Only)**

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<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
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<tbody>
<tr>
<td></td>
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<td>4/13-18</td>
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</tbody>
</table>

Chief Financial Officer  
(Decision Memos Over $25,000)

---

**FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER**
### Purchase Requisition

**Procurement Services Division**

**Date:** Mar 22, 2018

**MinuteTraq (IQM2) ID #:** 12373

**Department Req #:** 7

**RFP, Bid or Quote #:**

---

### Send Purchase Order To:

<table>
<thead>
<tr>
<th>Vendor: JM Smith Corporation dba QS1 Data Systems</th>
<th>Dept: DuPage Care Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor #: 11439</td>
<td>Division: Pharmacy</td>
</tr>
<tr>
<td>Attn:</td>
<td>Attn: Dale Wagener</td>
</tr>
<tr>
<td>Email:</td>
<td>Email: <a href="mailto:dale.wagener@dupageco.org">dale.wagener@dupageco.org</a></td>
</tr>
<tr>
<td>Address: PO Box 75154</td>
<td>Address: 400 N. County Farm Road</td>
</tr>
<tr>
<td>City: Charlotte, NC</td>
<td>State: IL</td>
</tr>
<tr>
<td>Zip: 28275</td>
<td>Zip: 60187</td>
</tr>
<tr>
<td>Phone:</td>
<td>Phone: 630-784-4275</td>
</tr>
<tr>
<td>Fax:</td>
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<td>Attn:</td>
<td>Attn: Dale Wagener</td>
</tr>
<tr>
<td>Email:</td>
<td>Email: <a href="mailto:dale.wagener@dupageco.org">dale.wagener@dupageco.org</a></td>
</tr>
<tr>
<td>Address: PO Box 75154</td>
<td>Address: 400 N. County Farm Road</td>
</tr>
<tr>
<td>City: Charlotte, NC</td>
<td>State: IL</td>
</tr>
<tr>
<td>Zip: 28275</td>
<td>Zip: 60187</td>
</tr>
<tr>
<td>Phone:</td>
<td>Phone: 630-784-4275</td>
</tr>
<tr>
<td>Fax:</td>
<td>Fax:</td>
</tr>
</tbody>
</table>

### Send Payments To:

<table>
<thead>
<tr>
<th>Vendor: JM Smith Corporation dba QS1 Data Systems</th>
<th>Dept: DuPage Care Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor #: 11439</td>
<td>Division: Pharmacy</td>
</tr>
<tr>
<td>Attn:</td>
<td>Attn: Dale Wagener</td>
</tr>
<tr>
<td>Email:</td>
<td>Email: <a href="mailto:dale.wagener@dupageco.org">dale.wagener@dupageco.org</a></td>
</tr>
<tr>
<td>Address: PO Box 890898</td>
<td>Address: 400 N. County Farm Road</td>
</tr>
<tr>
<td>City: Charlotte</td>
<td>State: NC</td>
</tr>
<tr>
<td>Zip: 28289-0898</td>
<td>Zip: 60187</td>
</tr>
<tr>
<td>Phone: 800-845-7558</td>
<td>Phone: 630-784-4275</td>
</tr>
<tr>
<td>Fax: 864-253-8600</td>
<td>Fax:</td>
</tr>
</tbody>
</table>

### Ship To:

<table>
<thead>
<tr>
<th>Vendor: JM Smith Corporation dba QS1 Data Systems</th>
<th>Dept: DuPage Care Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor #: 11439</td>
<td>Division: Pharmacy</td>
</tr>
<tr>
<td>Attn:</td>
<td>Attn: Dale Wagener</td>
</tr>
<tr>
<td>Email:</td>
<td>Email: <a href="mailto:dale.wagener@dupageco.org">dale.wagener@dupageco.org</a></td>
</tr>
<tr>
<td>Address: PO Box 890898</td>
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<td>City: Charlotte</td>
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<tr>
<td>Phone: 800-845-7558</td>
<td>Phone: 630-784-4275</td>
</tr>
<tr>
<td>Fax: 864-253-8600</td>
<td>Fax:</td>
</tr>
</tbody>
</table>

### Payment Terms

<table>
<thead>
<tr>
<th>F.O.B.</th>
<th>PO 20 Delivery Date</th>
<th>Requisitioner</th>
</tr>
</thead>
<tbody>
<tr>
<td>F.O.B.</td>
<td></td>
<td>Christine Kliebhan</td>
</tr>
</tbody>
</table>

### Delivery Date

**Use for PO25 only**

<table>
<thead>
<tr>
<th>Contract Administrator</th>
<th>Contract Start Date</th>
<th>Contract End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Christine Kliebhan</td>
<td>May 1, 2018</td>
<td>April 30, 2019</td>
</tr>
</tbody>
</table>

---

**LN** | **Qty** | **UOM** | **Item Detail** (Product #) | **Description** | **FY** | **Dept #** | **Acct #** | **Acct #** | **Sub-Accts and/or Activity #** | **Unit Price** | **Extenson** |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>Software and software maintenance for the QS/1 Data System in the Pharmacy Department</td>
<td>1200</td>
<td>2085</td>
<td>53250</td>
<td></td>
<td></td>
<td>8,000.00</td>
<td>8,000</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>EA</td>
<td>Software and software maintenance for the QS/1 Data System in the Pharmacy Department</td>
<td>1200</td>
<td>2085</td>
<td>53807</td>
<td></td>
<td></td>
<td>12,000.00</td>
<td>12,000</td>
<td></td>
</tr>
</tbody>
</table>

**Requisition Total:** $20,000

---

**Header Comments** (these comments will appear on the PO20 and PO25 Purchase Order):

Software and software maintenance for the QS/1 Data System in the Pharmacy Department for the period of May 1, 2018 through April 30, 2019. Also, to include miscellaneous other charges as necessary, per 55 ILCS 5/5-1022 ‘Competitive Bids’ (c) not suitable for competitive bidding.

**Special Instructions/Comments to Buyer or Approver** (these comments will NOT appear on the Purchase Order):

**User Department Internal Notes** (these comments will NOT appear on the Purchase Order):

April 17, 2018  HHS
JUSTIFICATION FOR SOLE SOURCE

(PLEASE COMPLETE AND ATTACH TO PURCHASE REQUISITION)

REQUISITION # 7054  minute trak 12373  DEPARTMENT DuPage Care Center
MANUFACTURER QS/1 Data Systems  PRODUCT #

DESCRIBE ITEM BEING JUSTIFIED AND ITS FUNCTION:
Pharmacy System Software maintenance, clinical update services, price update service and power line claim billing

THIS IS A SOLE SOURCE BECAUSE VENDOR IS:
☐ sole provider of a licensed or patented good or service
☐ sole provider of items that are compatible with existing equipment, inventory, systems, programs or services
☐ sole provider of factory-authorized warranty service
☐ sole authorized distributor – manufacturer has established territories (e.g. Caterpillar parts) (Please attach letter from the manufacturer)
☐ the manufacturer (please detail below or attach information regarding why only this manufacturer’s product can be used)
√ the software manufacturer (and sole maintenance/update provider)
☐ other – (please detail below or in an attachment)

REQUESTED SOURCE QS/1 Data Systems  CONTACT Debbie Hawkins
PHONE 864-253-8620  WEBSITE qs1.com

WHAT NECESSARY AND UNIQUE FEATURES DOES THIS VENDOR’S PRODUCT OR SERVICE PROVIDE WHICH ARE NOT AVAILABLE FROM OTHER VENDORS? (Please be specific)
This service is specific to the brand of pharmacy software used in the in-patient pharmacy.

HAS THE MARKET BEEN TESTED LATELY (LAST 12 MONTHS) ON THE APPLICABILITY OF SOLE SOURCE? (If not, why not?)

WHAT STEPS WERE TAKEN TO VERIFY THAT THESE FEATURES ARE NOT AVAILABLE ELSEWHERE? WERE OTHER BRANDS/MANUFACTURERS EXAMINED? (Please list other products or services examined – include names & phone numbers of people contacted)

DEPARTMENT APPROVAL DATE PURCHASING REVIEW DATE
Required Vendor Ethics Disclosure Statement

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

Company Name: OS1 Data Systems
Contact Phone: 815-253-8100

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

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

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 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

Baty Rehman

Title

Manager, Accounting

Date

3/22/18

Attach additional sheets if necessary. Sign each sheet and number each page. Page ____ of ____ (total number of pages)
**Procurement Review Checklist**

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions

Attach Required Vendor Ethics Disclosure Statement

---

**Vendor:** Kronos, Inc.  
**Vendor #:** 11850

**Contract:** June 29, 2018 through June 28, 2019  
**Contract Total:** $6,474.73

**Dept:** Public Works  
**Contact:** Sean Reese  
**Phone:** 630-985-7400

**Assigned Committee:** Public Works

**Description of Procurement/Scope of Work/Background:**
Software and hardware support and maintenance for the Kronos system for a 1-year period from June 29, 2018 through June 28, 2019 in the amount of $6,474.73

**Reason for Procurement:**
Both the Public Works and Facilities Management Departments use this software on a daily basis for time and attendance management. Annual support is required for software and hardware maintenance issues with the system.

---

**FUNDING SOURCE**

- Procurement budgeted for (FY and budget code(s)): 2000-2665-53807 / 1000-1100-53807
- Budget Transfer (Date) ____________ Add'l Information ____________

---

**DECISION MEMO NOT REQUIRED**

- [ ] LOWEST RESPONSIBLE QUOTE # or BID # ______________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- [ ] RENEWAL Enter Bid # ______________ Intergovernmental Agreement
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (attach Sole Source Justification form)
- [x] PER 55 ILCS 5/5-1022 ‘Competitive Bids’ (d) IT/Telecom purchases under $35,000.00
- [ ] Public Utility
- [ ] PER 55 ILCS 5/5-1022 ‘Competitive Bids’ (c) not suitable for competitive bidding. Explain below:

---

**DECISION MEMO REQUIRED**

- [ ] Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP # ______________ (include Evaluation Summary if applicable)
- [ ] RENEWAL OF RFP # ______________
- [ ] PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- [ ] OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- [ ] REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- [ ] OTHER THAN LOWEST RESPONSIBLE, BID # ______________

---

**PREPARED BY AND APPROVAL(S) (Initials Only)**

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>If Approval, if required</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ]</td>
<td>4/1/18</td>
<td>[ ]</td>
<td>4/1/18</td>
<td>[ ]</td>
<td>4/6/18</td>
</tr>
</tbody>
</table>

---

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ]</td>
<td>4/6/18</td>
<td>[ ]</td>
<td>4/9/18</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer (Decision Memos Over $25,000)</th>
<th>Date</th>
<th>Chairman’s Office (Decision Memos Over $25,000)</th>
<th>Date</th>
</tr>
</thead>
</table>
Support Services Quote

Contract Summary


<table>
<thead>
<tr>
<th>Description</th>
<th>Support Services</th>
<th>Estimated Tax</th>
<th>Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Software Support Services</td>
<td>4,467.01</td>
<td>0.00</td>
<td>4,467.01</td>
</tr>
<tr>
<td>Equipment Support Services</td>
<td>2,007.72</td>
<td>0.00</td>
<td>2,007.72</td>
</tr>
<tr>
<td>Total</td>
<td>6,474.73</td>
<td>0.00</td>
<td>6,474.73</td>
</tr>
</tbody>
</table>

Annualized Contract Value: 6,474.73

The Annualized Contract Value is the value of the contract if all services are priced for 365 days. The Annualized Contract Value does not include estimated tax. Please note that this quote may include services priced for prorated periods.

Important Notes

Support Services are subject to applicable taxes. The tax amount shown on this quote is only an estimate. The actual tax due will be reflected on the invoice.

DUPAGE COUNTY PUBLIC WORKS

Signature: ____________________________
Name: ________________________________
Title: ________________________________
Date: ________________________________

KRONOS INCORPORATED

Signature: ____________________________
Name: ________________________________
Title: ________________________________
Date: ________________________________
**Support Services Quote**

**Quote Type:** Renewal  
**Customer:** DUPAGE COUNTY PUBLIC WORKS  
**Solution ID:** 6083594  
**Contract #:** 1176519 R28-FEB-18  
**Date:**  
**Prepared by:** Dionne Jones / US Central5

**Payment Terms:** Net 30 Days  
**Currency:** USD  
**Customer PO Number:**

---

**Bill To:**  
DUPAGE COUNTY PUBLIC WORKS  
421 N COUNTY FARM RD  
WHEATON IL 60187  
UNITED STATES  

**Ship To:**  
DUPAGE COUNTY PUBLIC WORKS  
421 N COUNTY FARM RD  
WHEATON IL 60187  
UNITED STATES

---

**Contact:** ROBERT LILJEGREN  
**Email:** BOB.LILJEGREN@DUPAGECO.ORG

---

### SOFTWARE SUPPORT SERVICES

<table>
<thead>
<tr>
<th>Line</th>
<th>Support Service Level</th>
<th>Covered Product</th>
<th>License Count</th>
<th>Start Date</th>
<th>End Date</th>
<th>Duration (days)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Gold</td>
<td>TOUCH ID V2.2 ADMIN (FOR V5.2)</td>
<td>200</td>
<td>02-JUL-2018</td>
<td>28-JUN-2019</td>
<td>365</td>
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<tr>
<td>2</td>
<td>Gold</td>
<td>WORKFORCE EMPLOYEE V6</td>
<td>300</td>
<td>29-JUN-2018</td>
<td>28-JUN-2019</td>
<td>365</td>
</tr>
<tr>
<td>3</td>
<td>Gold</td>
<td>WORKFORCE INTEGRATION MANAGER V6</td>
<td>300</td>
<td>29-JUN-2018</td>
<td>28-JUN-2019</td>
<td>365</td>
</tr>
<tr>
<td>4</td>
<td>Gold</td>
<td>WORKFORCE MANAGER V6</td>
<td>40</td>
<td>29-JUN-2018</td>
<td>28-JUN-2019</td>
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<tr>
<td>5</td>
<td>Gold</td>
<td>WORKFORCE TIMEKEEPER V6</td>
<td>300</td>
<td>29-JUN-2018</td>
<td>28-JUN-2019</td>
<td>365</td>
</tr>
</tbody>
</table>

**Support Services** | **Estimated Tax** | **Subtotal**  
Software Support Services | 4,467.01 | 0.00 | 4,467.01

---

### EQUIPMENT SUPPORT SERVICES

<table>
<thead>
<tr>
<th>Line</th>
<th>Support Service Level</th>
<th>Covered Product</th>
<th>Quantity</th>
<th>Start Date</th>
<th>End Date</th>
<th>Duration (days)</th>
</tr>
</thead>
</table>

**Support Services** | **Estimated Tax** | **Subtotal**  
Equipment Support Services | 2,007.72 | 0.00 | 2,007.72

---

Kronos Incorporated  
900 Chelemsford Street  
Lowell, MA 01851  
+1 800 225 1561  
www.kronos.com
# Purchase Requisition

**Procurement Services Division**

## Send Purchase Order To:
- **Vendor:** Kronos, Inc.  
  - **Vendor #:** 11850
- **Address:** 900 Chelmsford Street  
  - **City:** Lowell  
  - **State:** MA  
  - **Zip:** 01851
- **Phone:**

## Send Invoices To:
- **Dept:** DuPage County Public Works  
  - **Division:**
- **Vendor:** Kronos, Inc.  
  - **Vendor #:** 11850
- **Address:** 900 Chelmsford Street  
  - **City:** Lowell  
  - **State:** MA  
  - **Zip:** 01851
- **Phone:**

## Send Payments To:
- **Vendor:** SAME  
  - **Vendor #::**
- **Address:**

## Send Payments To:
- **Vendor:** SAME  
  - **Vendor #::**
- **Address:**

## Send Invoices To:
- **Dept:** DuPage County Public Works  
  - **Division:**
- **Vendor:** Kronos, Inc.  
  - **Vendor #:** 11850
- **Address:** 900 Chelmsford Street  
  - **City:** Lowell  
  - **State:** MA  
  - **Zip:** 01851
- **Phone:**

## Send Payments To:
- **Vendor:** SAME  
  - **Vendor #::**
- **Address:**

## Send Invoices To:
- **Dept:** DuPage County Public Works  
  - **Division:**
- **Vendor:** Kronos, Inc.  
  - **Vendor #:** 11850
- **Address:** 900 Chelmsford Street  
  - **City:** Lowell  
  - **State:** MA  
  - **Zip:** 01851
- **Phone:**

## Send Payments To:
- **Vendor:** SAME  
  - **Vendor #::**
- **Address:**

## Send Invoices To:
- **Dept:** DuPage County Public Works  
  - **Division:**
- **Vendor:** Kronos, Inc.  
  - **Vendor #:** 11850
- **Address:** 900 Chelmsford Street  
  - **City:** Lowell  
  - **State:** MA  
  - **Zip:** 01851
- **Phone:**

## Send Payments To:
- **Vendor:** SAME  
  - **Vendor #::**
- **Address:**

---

## Purchase Requisition Details

**Date:**

- **MinuteTraq (IQM2) ID #:** 12391
- **Department Req #:** 182133
- **RFP, Bid or Quote #:**

## Vendor Information
- **Attn:**
- **Email:**

## Location Information
- **Address:** 900 Chelmsford Street  
  - **City:** Lowell  
  - **State:** MA  
  - **Zip:** 01851
- **Phone:**

## Vendor Information
- **Attn:**
- **Email:**

## Address Information
- **Address:** 900 Chelmsford Street  
  - **City:** Lowell  
  - **State:** MA  
  - **Zip:** 01851
- **Phone:**

## Payment Information
- **F.O.B.:**
- **PO 20 Delivery Date:**
- **Requisitioner:**

## Use for:
- **PO25 only**

## LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acctg Unit | Acct # | Sub-Accts and/or Activity # | Unit Price | Extension
--- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | ---
1 | 1 | EA | Software and hardware support and maintenance for Kronos System for a one-year period from 6/29/18 through 6/28/19 for the Public Works and Facilities Management Departments. | Software and hardware support and maintenance for Kronos System for a one-year period from 6/29/18 through 6/28/19 for the Public Works and Facilities Management Departments. | 2000 | 2665 | 53807 | | | 3,231.27 | 3,231
2 | 1 | EA | | | 1000 | 1100 | 53807 | | | 3,243.46 | 3,243

## Requisition Total

- **$6,474.73**

---

## Header Comments
(These comments will appear on the PO20 and PO25 Purchase Order):

**Special Instructions/Comments to Buyer or Approver** (These comments will **NOT** appear on the Purchase Order):

**User Department Internal Notes** (These comments will **NOT** appear on the Purchase Order):
Required Vendor Ethics Disclosure Statement

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

Company Name: Kronos Incorporated
Contact Phone: 847-969-6501

Company Contact: Connie Strand
Contact Email: connie.strand@kronos.com

Bid/Contract/PO #: 1176519

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

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>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</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jodi Rinzel</td>
<td>414-477-8252</td>
<td><a href="mailto:jodi.rinzel@kronos.com">jodi.rinzel@kronos.com</a></td>
</tr>
</tbody>
</table>

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

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

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

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

Authorized Signature

Printed Name: John O'Brien

Title: Sr. Vice President, Global Sales

Date: April 3, 2018

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