1. CALL TO ORDER

8:15 AM meeting was called to order by Chairman Grant Eckhoff at 8:17 AM.

2. ROLL CALL

PRESENT: Hart, DiCianni, Eckhoff, Grasso (Remote), Healy, Khouri (8:18 AM), Larsen, Noonan, Puchalski, Tornatore, Zay

ABSENT: Grant

Member Grasso was present via the conference phone. Mr. Gavanes was also present.

3. PUBLIC COMMENT

None

4. CHAIRMAN'S REMARKS

Chairman Eckhoff notified the committee that the Regional Board of Education (ROE) received the Student, Teachers, Officers Prevention Grant for $400,000.00. ROE would have to match 33-45 thousand dollars over the course of 3 years.

5. APPROVAL OF MINUTES:

A. Judicial/Public Safety Committee - Regular Meeting - Oct 2, 2018 8:15 AM

Member Khouri arrived at 8:18 AM.

RESULT: ACCEPTED [10 TO 0]
MOVER: James Zay, District 6
SECONDER: Donald Puchalski, District 1
AYES: Hart, DiCianni, Eckhoff, Healy, Khouri, Larsen, Noonan, Puchalski, Tornatore, Zay
ABSENT: Grant
AWAY: Grasso

6. BUDGET TRANSFERS
Budget Transfer Items 6.A, 6.B, and 6.C were combined and approved.

<table>
<thead>
<tr>
<th>RESULT:</th>
<th>APPROVED [10 TO 0]</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOVER:</td>
<td>Peter DiCianni, District 2</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>Sean T Noonan, District 2</td>
</tr>
<tr>
<td>AYES:</td>
<td>Hart, DiCianni, Eckhoff, Healy, Khouri, Larsen, Noonan, Puchalski, Tornatore, Zay</td>
</tr>
<tr>
<td>ABSENT:</td>
<td>Grant</td>
</tr>
<tr>
<td>AWAY:</td>
<td>Grasso</td>
</tr>
</tbody>
</table>

A. Budget Transfers -- Transfer of funds from account nos 4410-52000 (furn/mach/sm equip), 4415-52000 (furn/mach/sm equip), 4415-52200 (operating supplies & materials), 4400-53600 (dues & memberships), 4410-53600 (dues & memberships), and 4415-53600 (dues & memberships) to account nos 4400-53250 (wired communication services), 4400-53260 (wireless communication svc), and 4400-53370 (repair & mtce other equipment) for the Sheriff’s Office in the amount of $56,000.00 to cover negative balances.

B. Budget Transfers -- Transfer of funds from account nos 52000 (furn/mach/sm value equip) and 52100 (IT equip-sm value) to account nos 50010 (overtime), 51010 (employer share IMRF), and 51030 (employer share social security) for the Sheriff’s Office BCO Academy in the amount of $5,200.00 to cover negative balances.

C. Budget Transfers -- Transfer of funds from account nos 53600 (dues & memberships) and 53807 (software maint agreements) to account nos 53610 (instruction & schooling), 53804 (postage & postal charges), 52100 (IT equip small), and 53510 (travel expense) for the Circuit Court in the amount of $1,746.00 to cover invoices.

7. ACTION ITEMS

A. JPS-P-0266-18 Recommendation for the approval of a contract purchase order to Logicalis, Inc., to provide software along with professional and technical assistance for the Office 365 Exchange system for the Circuit Court Clerk. This contract covers the period of November 1, 2018 through January 31, 2024 for the Circuit Court Clerk, for a contract total amount of $418,397.20. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108 (1) (b).

Member Zay questioned the necessity of extending this contract for 5 years. Member Larson further clarified that the Board would appreciate keeping contracts around 3 years tops, and that a justification/statement of information would go a long way in reassuring the committee of needed long term purchases. Mr. Rafac did acknowledge that contracts are reviewed on a case by case basis. Indeed, in certain instances, contracts of a longer duration may benefit the County per the lower costs quoted for a larger commitment.
RESULT: APPROVED [10 TO 0]
MOVER: James Healy, District 5
SECONDER: Sean T Noonan, District 2
AYES: Hart, DiCianni, Eckhoff, Healy, Khouri, Larsen, Noonan, Puchalski, Tornatore, Zay
ABSENT: Grant
AWAY: Grasso

B. JPS-P-0267-18 Recommendation for the approval of a contract purchase order to Advent Systems, Inc., for security equipment maintenance and repair for proximity access control systems maintenance for the period December 1, 2018 through November 30, 2019, for the Office of Homeland Security and Emergency Management, for a contract total amount not to exceed $44,260.00, per renewal option under bid award 17-183-BF. (first optional 12 month renewal)

RESULT: APPROVED [10 TO 0]
MOVER: Greg Hart, District 3
SECONDER: James Healy, District 5
AYES: Hart, DiCianni, Eckhoff, Healy, Khouri, Larsen, Noonan, Puchalski, Tornatore, Zay
ABSENT: Grant
AWAY: Grasso

C. JPS-P-0268-18 Recommendation for the approval of a contract purchase order to HOV Services, Inc., to provide ongoing professional consultation and technical assistance with application systems. This contract covers the period of December 1, 2018 through November 30, 2019 for the Circuit Court Clerk, for a contract total amount not to exceed $1,051,169.00. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108 (1) (b).

RESULT: APPROVED [10 TO 0]
MOVER: Sam Tornatore, District 1
SECONDER: Sean T Noonan, District 2
AYES: Hart, DiCianni, Eckhoff, Healy, Khouri, Larsen, Noonan, Puchalski, Tornatore, Zay
ABSENT: Grant
AWAY: Grasso
D. JPS-P-0273-18 Recommendation for the approval of a contract purchase order to AdGators.com LLC., to provide court call monitors and digital signage, for the Office of the Circuit Court Clerk, for a contract total amount not to exceed $193,237.06. Per most qualified Proposal 18-167-JM.

RESULT: APPROVED [10 TO 0]
MOVER: Peter DiCianni, District 2
SECONDER: Donald Puchalski, District 1
AYES: Hart, DiCianni, Eckhoff, Healy, Khouri, Larsen, Noonan, Puchalski, Tornatore, Zay
ABSENT: Grant
AWAY: Grasso

8. INFORMATIONAL ITEMS
Informational Items 8.A and 8.B were combined, approved, and placed on file.

RESULT: APPROVED [10 TO 0]
MOVER: Donald Puchalski, District 1
SECONDER: James Healy, District 5
AYES: Hart, DiCianni, Eckhoff, Healy, Khouri, Larsen, Noonan, Puchalski, Tornatore, Zay
ABSENT: Grant
AWAY: Grasso

A. Informational -- OHSEM Deployment Update - OHSEM Coordinator deployed to McCloud, California from September 30 through approximately October 14, 2018. Coordinator will work as the Documentation Unit Leader in the Delta Fire Response. This authorization is pursuant to resolution JPS-007-11.

B. Grant Proposal Notifications -- GPN & Report #049-18 Coverdell Forensic Science Improvement Grant FY2018 - Illinois Criminal Justice Information Authority - U.S. Dept. of Justice - DuPage County Sheriff's Office - $74,075

9. OLD BUSINESS
None

10. NEW BUSINESS
None

11. ADJOURNMENT

A. Motion to Adjourn

Without objection, the meeting was adjourned at 8:27 AM.
<table>
<thead>
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<th>RESULT:</th>
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<tbody>
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<tr>
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<td>Sean T Noonan, District 2</td>
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<tr>
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<td>Hart, DiCianni, Eckhoff, Healy, Khouri, Larsen, Noonan, Puchalski, Tornatore, Zay</td>
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<tr>
<td>ABSENT:</td>
<td>Grant</td>
</tr>
<tr>
<td>AWAY:</td>
<td>Grasso</td>
</tr>
</tbody>
</table>
1. **CALL TO ORDER**

8:15 AM meeting was called to order by Chairman Grant Eckhoff at 8:16 AM.

2. **ROLL CALL**

   **PRESENT:** Hart, DiCianni, Eckhoff, Grant, Grasso, Khouri, Larsen, Noonan, Puchalski, Tornatore, Zay
   **ABSENT:** Healy

   Ms. Chaplin was also present.

3. **PUBLIC COMMENT**

   None

4. **CHAIRMAN'S REMARKS**

   Chairman Eckhoff gave the floor to Dr. Ruscitti who took a moment to address the committee and attendees. Indeed, Dr. Ruscitti let the assembled group know that the US Department of Justice School Safety Mental Health Prevention Grant has been awarded to DuPage ROE. The award amount is $525,000.00.

5. **APPROVAL OF MINUTES:**

   A. Judicial/Public Safety Committee - Regular Meeting - Sep 18, 2018 8:15 AM

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<tr>
<td>SECONDER:</td>
<td>Peter DiCianni, District 2</td>
</tr>
<tr>
<td>AYES:</td>
<td>Hart, DiCianni, Eckhoff, Grant, Grasso, Khouri, Larsen, Noonan, Puchalski, Tornatore, Zay</td>
</tr>
<tr>
<td>ABSENT:</td>
<td>Healy</td>
</tr>
</tbody>
</table>

6. **BUDGET TRANSFERS**
A. Budget Transfers -- Transfer of funds from account no 53828 (contingencies) to 51050 (flexible benefit earnings) for the Law Library in the amount of $340.00 to cover benefits of new employee.

<table>
<thead>
<tr>
<th>RESULT:</th>
<th>APPROVED [UNANIMOUS]</th>
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</thead>
<tbody>
<tr>
<td>MOVER:</td>
<td>Robert L Larsen, Vice Chair</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>James Zay, District 6</td>
</tr>
<tr>
<td>AYES:</td>
<td>Hart, DiCianni, Eckhoff, Grant, Grasso, Khouri, Larsen, Noonan, Puchalski, Tornatore, Zay</td>
</tr>
<tr>
<td>ABSENT:</td>
<td>Healy</td>
</tr>
</tbody>
</table>

RESULT: APPROVED [UNANIMOUS]
MOVER: Peter DiCianni, District 2
SECONDER: Tonia Khouri, District 5
AYES: Hart, DiCianni, Eckhoff, Grant, Grasso, Khouri, Larsen, Noonan, Puchalski, Tornatore, Zay
ABSENT: Healy

7. ACTION ITEMS

A. FI-R-0893-18 RESOLUTION -- Acceptance and Appropriation of the Comprehensive Law Enforcement Response to Drugs Grant FY19 Agreement #416721 Company 5000 - Accounting Unit 6615 $66,061

RESULT: APPROVED [UNANIMOUS]
MOVER: Peter DiCianni, District 2
SECONDER: Tonia Khouri, District 5
AYES: Hart, DiCianni, Eckhoff, Grant, Grasso, Khouri, Larsen, Noonan, Puchalski, Tornatore, Zay
ABSENT: Healy

RESULT: APPROVED [UNANIMOUS]
MOVER: Sam Tornatore, District 1
SECONDER: Sean T Noonan, District 2
AYES: Hart, DiCianni, Eckhoff, Grant, Grasso, Khouri, Larsen, Noonan, Puchalski, Tornatore, Zay
ABSENT: Healy

B. JPS-P-0252-18 Recommendation for approval of a contract purchase order to William G. Worobec, Attorney at Law, to provide professional services as a conflict attorney for the 18th Judicial Circuit Court. This contract covers the period of November 1, 2018 through October 31, 2019 for a contract total amount not to exceed $47,000.00. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant DuPage County Code Section 2-300.4-108 (1) (b).
C. JPS-P-0253-18 Recommendation for the approval of a contract purchase order to Johnson Controls for the purchase and installation of network cameras, servers, and licenses for monitoring and recording of all inmate day room areas for the Sheriff's Department, for a contract total amount of $66,124.00 with an annual support renewal of the licenses which is budgeted for $1,436.00 annually. Per lowest responsible bid #18-136-DT. (This purchase will be paid out of the treasury fund)

RESULT: APPROVED [UNANIMOUS]
MOVER: Robert L Larsen, Vice Chair
SECONDER: James Zay, District 6
AYES: Hart, DiCianni, Eckhoff, Grant, Grasso, Khouri, Larsen, Noonan, Puchalski, Tornatore, Zay
ABSENT: Healy

8. INFORMATIONAL ITEMS


Information Item 8.A was accepted and placed on file.

RESULT: APPROVED [UNANIMOUS]
MOVER: Robert L Larsen, Vice Chair
SECONDER: Sam Tornatore, District 1
AYES: Hart, DiCianni, Eckhoff, Grant, Grasso, Khouri, Larsen, Noonan, Puchalski, Tornatore, Zay
ABSENT: Healy

9. OLD BUSINESS

None

10. NEW BUSINESS

Member Zay and several other JPS members expressed concern over the zoning that is the standard right now in Districts 1 and 6 with regards to the adult clubs and public safety. Many members were vocal in their support of home rule for unincorporated areas. Member Tornatore reassured the JPS Committee that the Building and Zoning Committee is well aware of the issue and working to resolve the matter as well, at least to the best of their abilities.

Additionally, Ms. Chaplin brought the topic of Willowbrook's Sterigencis company to the table. She let the assembled group know that residents are very concerned about the flammability of the chemical (ethylene oxide), and residents would like to know what the County has in place since it would seem that Willowbrook has no emergency plans. To this, Member Eckhoff did establish that he is part of a committee (the Local Emergency Planning Committee (LEPC)) that addresses DuPage chemicals and policies. Mr. Snow of the DuPage Office of Homeland
Security and Emergency Management further clarified that a list is maintained by the LEPC, in conjunction with the state, naming which companies have possession of what chemicals. Further inquiries into plans and measures would need to be addressed to the DuPage LEPC.

11. **ADJOURNMENT**

   **A. Motion to Adjourn**

   Without objection, the meeting was adjourned at 8:30 a.m.

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<th>RESULT:</th>
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</tr>
<tr>
<td>SECONDER:</td>
<td>Peter DiCianni, District 2</td>
</tr>
<tr>
<td>AYES:</td>
<td>Hart, DiCianni, Eckhoff, Grant, Grasso, Khouri, Larsen, Noonan, Puchalski, Tornatore, Zay</td>
</tr>
<tr>
<td>ABSENT:</td>
<td>Healy</td>
</tr>
</tbody>
</table>

   RESULT: APPROVED [UNANIMOUS]  
   MOVER: Donald Puchalski, District 1  
   SECONDER: Peter DiCianni, District 2  
   AYES: Hart, DiCianni, Eckhoff, Grant, Grasso, Khouri, Larsen, Noonan, Puchalski, Tornatore, Zay  
   ABSENT: Healy
DuPage County, Illinois
BUDGET ADJUSTMENT
Effective September 21, 2016

From: 1000

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Sub-Account</th>
<th>Title</th>
<th>Amount</th>
<th>Prior to Transfer</th>
<th>After Transfer</th>
<th>Date of Balance</th>
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To: 1000

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<td>REPAIR &amp; MTCE OTHER EQUIPMENT</td>
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<td>$56,000.00</td>
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</table>

Reason for Request:

To cover negative balances

***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:
DuPage County, Illinois
BUDGET ADJUSTMENT
Effective September 21, 2016

From: 1300
Company/Accounting Unit: Sheriff's Office/BCO Academy

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Sub-Account</th>
<th>Title</th>
<th>Available Balance</th>
<th>Prior to Transfer</th>
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<tr>
<td>4460</td>
<td>52100</td>
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<td>I.T. EQUIPMENT-SMALL VALUE</td>
<td>$ 5,000.00</td>
<td>5000 - 4900 - 10/3/18</td>
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Total $ 5,200.00

To: 1300
Company/Accounting Unit: Sheriff's Office/BCO Academy

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<th>Account</th>
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Total $ 5,200.00

Reason for Request:
To cover negative balances

Finance Department Use Only

Fiscal Year 2018, Budget Journal #______, Acctg Period ________

Entered By/Date ________ Released By/Date ________ Posted By/Date ________

Attachment: BCO_Redacted (17-18-983 : Budget Transfer-Sheriff's Office-$5,200.00)
DuPage County, Illinois
BUDGET ADJUSTMENT
Effective September 21, 2016

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<td>DUES &amp; MEMBERSHIPS</td>
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<td>5900</td>
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Total $ (1,746)

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<th>Line Item Description</th>
<th>Amount Prior to Transfer</th>
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<td>5900</td>
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<td>93.89</td>
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Total $ 1,746

Reason for Request:

Budget transfer necessary to cover HR membership, UPS charges for return of goods, IT equipment for bond court relocation and for new courtrooms and travel for judge to attend Nat'l Specialty Court's Conference.

Finance Department Use Only

Fiscal Year 2018
Budget Journal # ________ Acctg Period ________
Entered By/Date ___________ Released By/Date ___________ Posted By/Date ___________

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

Packet Pg. 12
**Purchase Requisition**  
**Procurement Services Division**

### Send Purchase Order To:
- **Vendor:** Logicalis  
  **Vendor #:** 12232  
- **Attn:** Al Robles  
  **Email:** al.robles@us.logicalis.com  
- **Address:** 3500 Lacey Rd, Suite 200  
- **City:** Downers Grove  
  **State:** IL  
  **Zip:** 60515  
- **Phone:** 331-777-3637

### Send Invoices To:
- **Dept:** Circuit Court Clerk  
  **Division:** Accounting  
- **Attn:** Julie Ellefsen  
  **Email:** julie.ellefsen@18thjudicial.org  
- **Address:** 505 N County Farm Rd  
- **City:** Wheaton  
  **State:** IL  
  **Zip:** 60187  
- **Phone:** 630-407-8590

### Send Payments To:
- **Vendor:** Logicalis  
  **Vendor #:** 12232  
- **Attn:** Al Robles  
  **Email:** al.robles@us.logicalis.com  
- **Address:** 3500 Lacey Rd, Suite 200  
- **City:** Downers Grove  
  **State:** IL  
  **Zip:** 60515  
- **Phone:** 331-777-3637

### Ship To:
- **Dept:** Circuit Court Clerk  
  **Division:** Accounting  
- **Attn:** Julie Ellefsen  
  **Email:** julie.ellefsen@18thjudicial.org  
- **Address:** 505 N County Farm Rd  
- **City:** Wheaton  
  **State:** IL  
  **Zip:** 60187  
- **Phone:** 630-407-8590

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<th>Acct #</th>
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<td>6004.87</td>
<td>12,009.74</td>
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</table>

**Requisition Total:** $418,397.20

**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):
Procurement Review Checklist

Procurement Services Division

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

Vendor: Logicalis Vendor #: 12232
Contract Term: 11/01/18-01/31/2024 Contract Total: $418,397.20

Dept: Circuit Court Clerk Contact: Julie Ellefsen Phone: 630-407-8590 Assigned Committee: JPS

Description of Procurement/Scope of Work/Background
Migrate from our current Hosted Exchange Service to Office 365

Reason for Procurement
Our current contract for Hosted Exchange Service is due to expire in Oct 2018. The Hosted Exchange service is at end of life in 2019, so the Circuit Court Clerk along with the Circuit Court decided to move to Office 365.

FUNDING SOURCE
☐ Procurement budgeted for (FY and budget code(s)): FY18-FY24 1400-6720-53020
☐ 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 ☐ 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)

mlh Sep 26, 2018 K/V
Prepared By Date Recommended for Approval 9/28/18 IT Approval, if required

REVIEWED BY (Initials Only)

10-3-18 10-5-18
Buyer Procurement Officer

10-5-18
Chief Financial Officer Chairman's Office
(Decision Memos Over $25,000) (Decision Memos Over $25,000)

Date Date

Attachment: Logicalis - Checklist (JPS-P-0266-18 : Logicalis - Office 365)
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.

<table>
<thead>
<tr>
<th>Requesting Department: Circuit Court Clerk</th>
<th>Department Contact: Kevin Vaseke</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:Kevin.Vaseke@18thJudicial.org">Kevin.Vaseke@18thJudicial.org</a></td>
<td>Contact Phone: 630-407-8647</td>
</tr>
<tr>
<td>Vendor Name: Logicalis</td>
<td>Vendor #: 12232</td>
</tr>
</tbody>
</table>

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

The current Hosted Exchange contract is due to expire Oct 2018. The Hosted Exchange 2010 is at end of life in 2020. Since the contract is due to expire the Circuit Court Clerk and the Circuit Court has decided to move to Office 365.

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

In 2013 the Circuit Court and Circuit Court Clerk moved off of the county email server due the rules surrounding FOIA. At that time the county board approved our contact with Logicalis to provide Hosted Exchange services. Since that contract is due to expire we need a new contract to provide email services. Since the Hosted Exchange 2010 is at the end of life and the current technology is Office 365 with Azure cloud, we have decided on that direction.

**Strategic Impact**
Customer Service
Select one of the five strategic Imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.

The Circuit Court and Circuit Court Clerk needs to have stand alone email service for handling customer requests as well as everyday communication with outside and inside users.

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

Since we already have Hosted Exchange established with Logicalis there is minimal work in the conversion of the service.

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

Select a different vendor, where there would be additional conversion costs associated with the move.

**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.

No impact to the County General Funds. Supported by the special funds of the Clerk and the Court - Court Automation.
The United States of America  
State of Illinois  
County of DuPage

FUND AUTHORIZATION

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

1400-6720-53020

Requisition #: 12723

Logicalis
Al Robles
3500 Lacey Rd
Downers Grove, IL 60515

OFFICE 365 EXCHANGE $ 418,397.20

APPROVED:

Hon. Daniel Guerin
Chief Judge

Date 9/20/18

Chris Kachiroubas, CLERK OF THE 18th JUDICIAL CIRCUIT COURT
WHEATON, ILLINOIS 60189-0707 ©
Statement of Work for Hosted Exchange to O365 Migration

Prepared by Logicalis for DuPage County Circuit Clerk

To the attention of:
Kevin Vaske
505 N County Farm Rd
Wheaton, IL 60187-3907
kevin.vaske@18thjudicial.org

September 21, 2018
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Section 1. Terms and Conditions

This Statement of Work (“SOW”) is made and entered into pursuant and subject to the terms and conditions of a certain Master Solutions Agreement (“Agreement”) between the undersigned Customer (“DuPage County Circuit Clerk”) and Logicalis, Inc. ("Logicalis") dated December 5, 2012 and are incorporated herein by reference.

Section 2. Services Overview

Logicalis offers a portfolio of solutions allowing our customers to leverage the correct service that best meets their needs. Details regarding the Service Offerings are described in the respective Attachment(s).

2.1. Monitored & Managed Services

Logicalis offers two primary service types, which are detailed in the applicable attachment(s) and summarized in the table below.

<table>
<thead>
<tr>
<th>Service Item</th>
<th>Service Type</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Monitored</td>
</tr>
<tr>
<td></td>
<td>Managed</td>
</tr>
<tr>
<td>24x7 Service</td>
<td>✔</td>
</tr>
<tr>
<td>Monitoring &amp; Event Detection</td>
<td>✔</td>
</tr>
<tr>
<td>Portal &amp; Reporting</td>
<td>✔</td>
</tr>
<tr>
<td>Service Catalog</td>
<td></td>
</tr>
<tr>
<td>Request Management</td>
<td>✔</td>
</tr>
<tr>
<td>Incident Management</td>
<td>✔</td>
</tr>
<tr>
<td>Remote Administration</td>
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<tr>
<td>Crisis Management</td>
<td>✔</td>
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<tr>
<td>Problem Management</td>
<td>✔</td>
</tr>
<tr>
<td>Change Management</td>
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</tr>
</tbody>
</table>

Logicalis Managed Services provides full-service options for 24x7 IT management services for remote administration of information systems infrastructure. Unless otherwise stated, all Logicalis Monitored & Managed Services offerings are provided on a 24 hours per day, 365 days per year basis regardless of Service Level.

2.2. Optimal Support Services

For certain applications Logicalis offers Optimal Support Services, which provides incident and request fulfilment as a 24x7 or 8x5 service regardless of Service Level.

2.3. Setup Services

Logicalis provides setup / on-boarding services as part of the transition process of the contracted services offerings.
Section 3. Contracted Services and Pricing

The list below describes the Customer’s selected services and the prices for those services. These prices are valid only for the Term of this SOW. The prices do not include any taxes, if applicable, which will be the Customer’s responsibility. Additional information regarding the details of each selected service offering can be found in the applicable Attachment(s) to this SOW.

3.1. Contracted Services and Pricing

<table>
<thead>
<tr>
<th>Item</th>
<th>Qty</th>
<th>Part Number</th>
<th>Details</th>
<th>Unit</th>
<th>Extended</th>
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<tr>
<td>Microsoft Office 365 Migration Services – Time and Materials</td>
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<td></td>
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<tr>
<td>1</td>
<td>120</td>
<td>PS Hours</td>
<td>Professional Services – Migration Services (Time &amp; Materials – estimated for 120 hours @ $200.00/hour)</td>
<td>NRC $24,000.00</td>
<td>MRC $0.00</td>
</tr>
<tr>
<td>2</td>
<td>50</td>
<td>PS Hours</td>
<td>Professional Services - Intune (Time &amp; Materials – estimated for 120 hours @ $200.00/hour)</td>
<td>NRC $10,000.00</td>
<td>MRC $0.00</td>
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<tr>
<td>3</td>
<td>36</td>
<td>PM Hours</td>
<td>Project Management (Time &amp; Materials – estimated for 24 hours @ 170.00/hour)</td>
<td>NRC $6,080.00</td>
<td>MRC $0.00</td>
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</table>

Logicalis Monitored & Managed Services

<table>
<thead>
<tr>
<th>Item</th>
<th>Qty</th>
<th>Part Number</th>
<th>Details</th>
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<th>Extended</th>
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<td>1</td>
<td>MS-SRV-WIN-MGD</td>
<td>Managed Windows Server - Hybrid Exchange Server</td>
<td>NRC $410.00</td>
<td>MRC $393.07</td>
<td>NRC $410.00</td>
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<tr>
<td>1</td>
<td>MS-ESY-365-OWatst-MGD</td>
<td>Office 365 Exchange - Add: OWA Login Testing</td>
<td>NRC $225.00</td>
<td>MRC $230.38</td>
<td>NRC $225.00</td>
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<td>1</td>
<td>MS-EA-AZRADCON-MGD</td>
<td>Azure AD Connect</td>
<td>NRC $80.00</td>
<td>MRC $80.00</td>
<td>NRC $80.00</td>
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<td>1</td>
<td>MS-SRV-WIN-MGD</td>
<td>Managed Windows Server</td>
<td>NRC $410.00</td>
<td>MRC $393.07</td>
<td>NRC $410.00</td>
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<td>1</td>
<td>MS-ESY-AZRADBSeeNV-MGD</td>
<td>Azure Active Directory Base Environment</td>
<td>NRC $400.00</td>
<td>MRC $50.00</td>
<td>NRC $400.00</td>
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</table>

Subtotal – Logicalis Managed Services | $1,525.00 | $1,146.52 |

Logicalis Microsoft Licenses and Optimal Support Services

<table>
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<tr>
<th>Item</th>
<th>Qty</th>
<th>Part Number</th>
<th>Details</th>
<th>Unit</th>
<th>Extended</th>
</tr>
</thead>
<tbody>
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<td>13</td>
<td>147</td>
<td>MSFT-CSP-O365-OFF365buspre</td>
<td>Office 365 Business Premium</td>
<td>NRC $0.00</td>
<td>MRC $12.25</td>
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<td>14</td>
<td>46</td>
<td>MSFT-CSP-O365-ExconplaplA1</td>
<td>Exchange Online (Plan 1)</td>
<td>NRC $0.00</td>
<td>MRC $3.92</td>
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<td>15</td>
<td>116</td>
<td>MSFT-CSP-O365-OFF365F1</td>
<td>Office 365 F1</td>
<td>NRC $0.00</td>
<td>MRC $3.92</td>
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<td>16</td>
<td>309</td>
<td>MSFT-CSP-O365-Exconladvthrp RO</td>
<td>Exchange Online Advanced Threat Protection</td>
<td>NRC $0.00</td>
<td>MRC $1.96</td>
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<tr>
<td>17</td>
<td>309</td>
<td>MSFT-CSP-O365-MICINT</td>
<td>Microsoft Intune w/ Optimal Support for O365</td>
<td>NRC $0.00</td>
<td>MRC $5.88</td>
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Subtotal Microsoft Licenses and Optimal Support | NRC $0.00 | MRC $4,858.35 |
### Summary Pricing

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<tr>
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<th>Non-Recurring Charges</th>
<th>Monthly Recurring Charges</th>
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<tr>
<td>Professional Services</td>
<td>$40,080.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Managed Services</td>
<td>$1,525.00</td>
<td>$1,146.52</td>
</tr>
<tr>
<td>Microsoft Licensing</td>
<td>$0.00</td>
<td>$4,858.35</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$41,605.00</strong></td>
<td><strong>6,004.87</strong></td>
</tr>
</tbody>
</table>

**Notes:**

1. Logicalis will continue to bill DuPage County Circuit Clerk $5,500.00 per month (combined Monthly Recurring Charges of DUPA7044494 and DUPA400009238) until the Office 365 Migration project has been completed.

Where applicable, a dashboard/self-service portal is available for the Customer to query reports, analyze graphic data, report issues, make requests and approve changes.

In the event the parties enter into a Project Change Request to add and/or remove a device, the Project Change Request will state the change in the monthly recurring charges (“MRC”) and any applicable non-recurring charges (“NRC”).

### 3.2. Monitored Services Incremental Pricing Categories

Customer will incur the following charges upon Customer request(s) for the type(s) of system change(s). Charges incurred will be invoiced on a monthly basis.

<table>
<thead>
<tr>
<th>Incremental Pricing Categories</th>
<th>Per Device Change Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Device Threshold &amp; Configuration Change</td>
<td>$15.00</td>
</tr>
<tr>
<td>Network Device Move/Add/Change/Remove</td>
<td>$20.00</td>
</tr>
<tr>
<td>Server/Database/Backup/Storage Move/Add/Change</td>
<td>$30.00</td>
</tr>
</tbody>
</table>

For large scale requests involving the categories noted above, Logicalis reserves the right to require a mutually accepted Project Change Request and/or to charge Customer on a Time and Materials basis (instead of the per device change fee).
Section 4. Time and Materials Rates, Travel Expenses

4.1. Time and Materials Rates
Any service delivery request outside of the scope of this SOW will be evaluated on a case-by-case basis and, if approved, be executed through a separate SOW and delivered on a time-and-materials basis at the Standard Time and Materials Rate of $200.00 per hour, or executed through a Project Change Request to this SOW. A minimum charge of 1 hour for off-site services and 8 hours for on-site services may apply. Should any of this work be scheduled outside of normal business hours (8:00 AM – 5:00 PM, Monday through Friday), on a holiday, or on the weekend, a 33⅓% uplift to the hourly rate will apply.

4.2. Travel Expenses
Travel expenses will be tracked separately and billed directly to Customer. Travel expenses will include cost incurred from travel (airfare, rental car, mileage, tolls, and lodging). Meals, if any, will be billed at the per diem rate of $65.00.

4.3. Invoicing
Invoicing for Time and Materials and Travel Expenses will occur once per month at month end.
Section 5. SOW Change Management Process

Changes to the SOW will be negotiated separately through this Change Management process. In the event either party desires to change this SOW, the following procedures shall apply:

1. Either party shall notify the other party of any requested changes. Logicalis will deliver a Project Change Request to Customer for review and execution. The Project Change Request will describe the nature of the change, the reason for the change, and the effect the change will have on the SOW, which may include changes to the contracted services and/or prices.

2. If both parties agree to implement the Project Change Request, the appropriate authorized representatives of the parties will sign the Project Change Request, indicating the acceptance of the changes by the parties.

3. Each executed Project Change Request will be incorporated into, and made a part of, this SOW.

4. No party is under any obligation to proceed with the Project Change Request until such time as the Project Change Request has been agreed upon by both parties.

In the event of a conflict between a Project Change Request and the original SOW, or previous fully executed Project Change Request, the most recent fully executed Project Change Request shall prevail.

Should the sum of fully executed PCRs over the life of the contract reduce the total monthly charge below 70% of the original MRC Logicalis reserves the right to exercise early volume reduction fees. Those fees shall be calculated at that point as 25% of the difference between the MRC on the Commencement Date and the then-current MRC, multiplied by the number of months remaining in the Term.
Section 6. Term and Early Termination

Pricing Validity Length. This SOW is for services only and the pricing shall remain valid until October 31, 2018. Upon Logicalis’ receipt of the fully executed SOW, the pricing shall be secure for the length of the “Term” (as described below).

Commencement Date. As used in this SOW, “Commencement Date” means the first day of the month in which the total monthly recurring services are billed to the Customer. The Commencement Date will occur upon the earlier of the following: 1) completion of set-up/implementation services, or 2) ninety (90) days following execution of this SOW. Logicalis will begin set-up services once this SOW is executed and will begin billing the customer for the set-up services upon signature of the SOW. Should Logicalis provide monthly recurring services in advance of the Commencement Date, Customer shall be responsible for payment of those monthly recurring services upon invoice and in accordance with the payment terms.

Term. The initial term of this SOW is 60 months and will commence on the Commencement Date (the “Initial Term”). Thereafter, this SOW will automatically renew for successive one (1) year periods (the “Renewal Term”) unless terminated by either party upon written notice to the other at least sixty (60) days before expiration of the then-current term. Collectively, the Initial Term and Renewal Term will be referred to as “Term”. During the Term of this SOW, Logicalis reserves the right to modify at any time the SOW and/or Attachment(s) so long as the original level of service continues to be met (examples of modifications include, but are not limited to, enhancement of or new technological support).

Early Termination Fee. Customer may terminate this SOW for convenience upon a minimum of thirty (30) days’ prior written notice to Logicalis in accordance with the Early Termination Fee table below. Customer is obligated to pay Logicalis for all fees and expenses due and payable through the termination date. For purposes of computing the Early Termination Fee MRC means the MRC paid or owed by Customer for the full month immediately preceding the termination or seventy-five percent (75%) of the MRC on the Commencement Date, whichever amount is greater.

<table>
<thead>
<tr>
<th>SOW Terminates</th>
<th>Early Termination Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Months 1 – 35</td>
<td>No early termination for convenience permitted</td>
</tr>
<tr>
<td>Month 36</td>
<td>No penalty for termination for convenience</td>
</tr>
<tr>
<td>Months 37 – 60</td>
<td>25% of the MRC for the remaining months (including partial months) in the Initial Term.</td>
</tr>
</tbody>
</table>

Logicalis Hardware. Any equipment (including but not limited to VPN router, universal hub appliance, etc.) provided to Customer from Logicalis as part of the Cloud Services and/or Managed Services remains the property of Logicalis. Unreturned equipment will be charged back to Customer at the then-current Manufacturer’s Suggested Retail Price (MSRP) if it is not returned to Logicalis within thirty (30) days from the date of termination.
Section 7. Statement of Work Acceptance

- Professional Services
- Managed Service
- Optimal Support Services

Acceptance:

To confirm our retention and authorize work to begin on your engagement, please return a signed copy of this document along with a copy of the Purchase Order, if required. Alternatively, you may email a copy to your Logicalis Account Executive or fax a copy to (248) 232 5412. Upon acceptance by Logicalis, a counter-signed copy will be returned to your attention. Any reference to a customer’s Purchase Order or P.O. number does not indicate Logicalis’ acceptance of terms and conditions referenced on/attached to any such P.O.

Accepted By: DuPage County Circuit Clerk

Accepted By: Logicalis, Inc.

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

DuPage County Circuit Clerk

P.O. Number (if provided)

Logicalis Engagement Number

(when available)

Billing Contact:

Kevin Vaske

DuPage County Circuit Clerk

505 N County Farm Rd

Wheaton, IL 60187-3907

(630) 407-8647

Billing Contact Correction:

Cc: Al Robles, Kevin Gruneisen, Mahinder Gola
Section 8. Professional Services Attachment(s)

8.1. Current understanding

Logicalis has gathered following information about DuPage County Circuit Court current environment pertaining to Office 365 project.

**Current State**
- Single forest/domain ADDS (Functional Level 2008 R2.)
- Exchange 2010 has been deployed in a two node DAG configuration in LEC.
- Workstations consist of Windows 7 and 10.
- Approximately 220 mailboxes.
- No Public folders.
- Current Microsoft Office Version – Office 2013

Logicalis will use this information to develop solution to meet Customer's business, technical, performance, security and future IT Roadmap requirements.

8.2. Objectives

DuPage County Circuit Court has decided to use Microsoft Office 365 as their modern, advanced, secure and scalable Communications and Collaboration platform.

8.3. Approach

**Delivery Methodology and Framework**
Logicalis utilizes a Microsoft Solutions Framework (MSF) based project methodology. This proven methodology is geared towards risks mitigation, timely completion and overall verified success of the project. This is a phased project methodology that comprises the following phases:
- Envision
- Plan
- Build
- Stabilize
- Deploy
In addition, Logicalis encapsulates this delivery methodology within a Design Validation and Implementation Planning (DVIP) delivery framework to provide a validation milestone(s) before proceeding with implementation activities. The findings of the envisioning and planning processes associated with the delivery methodology will expand upon the current state understanding of the environment, engagement functional requirements, etc. DVIP milestone(s) provides an opportunity for Logicalis to validate the originally quoted implementation assumptions, strategy, and plan with Customer, which may result in changes to the Bill of Materials and/or the Scope of Work.

**Solution Approach**
Logicalis will leverage its past rich experience of Office 365 deployment for this project. Logicalis is proud to be Digital Partner of Record of around 200 Office 365 subscriptions, ranging all types and sizes of enterprises.

**High level Solution Components can be described as below:**

In general, On-Prem Infrastructure involves followings and is based on customer selection of authentication option:

1. **Azure AD Connect (AAD Connect)** – used to sync (provision) users and groups from on-prem Active Directory to Azure Active Directory. It is to be noted that authentication is a separate process than just syncing the directory. AAD Connect tool is kind of mandatory, no matter what authentication method is chosen. This allows users and groups management in On-prem Active Directory.

2. **Active Directory Federation Services (ADFS)** – used for Single Sign On, it includes AD FS Servers, Load Balancers and Web Access Proxy (WAP) Servers. Customer may also choose third party SSO providers, such as OKTA.

   **Customer has decided to use seamless authentication with same as sign-on option, therefore ADFS will not be required.**

3. **Hybrid Exchange Servers** – Used for mail flow, mail migration and true rich co-existence between on-prem and online mailboxes.

**Some of the advantages of Hybrid Exchange are:**
- Secure mail routing between on-premises and Exchange Online organizations.
- Mail routing with a shared domain namespace. For example, both on-premises and Exchange Online organizations use the @contoso.com SMTP domain.
- A unified global address list (GAL), also called a "shared address book."
- Free/busy and calendar sharing between on-premises and Exchange Online
organizations.
• Centralized control of inbound and outbound mail flow.
• A single Microsoft Office Outlook Web App URL for both the on-premises and Exchange Online organizations.
• The ability to move existing on-premises mailboxes to the Exchange Online organization. Exchange Online mailboxes can also be moved back to the on-premises organization if needed.
• Centralized mailbox management using the on-premises Exchange admin center (EAC).
• Message tracking, MailTips, and multi-mailbox search between on-premises and Exchange Online organizations.
• Best Migration throughput compared to other possible Mailbox Migration Methods
• Existing Outlook client Outlook Profile is modified when mailbox is migrated to Exchange Online without changing any outlook customization
• On-Prem Public Folder Access to Exchange Online Mailboxes

Authentication Options

Enterprise have following authentication options:

1. **Cloud Only Authentication** – Identities are created in Azure AD with their passwords and user authenticate directly to Azure AD using Azure AD ID (Different than On-Prem AD ID).

   There may be few identities that will fall in this category, for example, when tenant is created first ID is a cloud ID. In general, this is not an option for enterprises and is meant for home users, students or very small organizations that has no on-prem AD.

2. **Same as Sign-On** - Users’ identities are synced to Office365 Azure Active Directory along with their passwords through AAD Connect Tool. Passwords are synced in Hash Algorithm and are encrypted. Users authenticate by their Azure IDs and passwords (same as their Active Directory IDs) through Azure Active Directory.

Pros:
• Simplest and easiest deployment
• No additional hardware required
• AAD Connect can be installed on an existing Server, even on a Domain Controller
• No dependency on organization on-prem Data Center and Network, as long users have internet access they can access Microsoft Office 365 Services, even if Customer data center is down

Cons:
• Though Outlook and Skype for Business will require users credentials during initial setup or at the time of change of passwords, SharePoint and other Browser based services will require users credentials every time user launches these browser based applications.

3. **Single Sign-On (SSO)** - Single Sign-On is achieved by federating customers' Active Directory to Azure Active Directory. Users are authenticated by customers' Active Directory. Active Directory Identities are synced through AAD Connect Tool without passwords to Azure Active Directory.

**Pros:**
• Single Sign-On for Microsoft Office 365 Services, once the appropriate URLs are added to trusted sites than user pass on their logged-on credentials to O365 Services and thus are not prompted for credentials.

**Cons:**
• Requires additional hardware, will require minimum two (2) Active Directory Federation Servers (ADFS) in the Datacenter, and as it is a mission critical application and cannot use Microsoft Clustering, the solution will require a Load Balancer. A hardware load balancer is the Industry Best Practices recommendation.
• In addition, it will also require minimum two ADFS Web Proxy Servers in the DMZ and a load balancer behind them for remote users using Office 365.
• In an event of an ADFS Infrastructure or Data center down this can be a single point of failure.
• High availability may require a DNS Load Balancer, or a manually created pointer to an alternate ADFS Infrastructure.

Please note that single sign-on is different than auto sign-on.

4. **Hybrid Authentication** - With the older version of the DirSync tool it was not possible to sync users' passwords from the Customer's Active Directory to Azure Active Directory if federation (ADFS) was used.

With the newer ADD Connect tool, this limitation is removed, and as a result ADD Connect can now sync passwords with Federation turned on. This can help DR scenarios. For example, if Enterprises realize a long downtime of their datacenter, Federation can be disabled with a simple PowerShell Command, which then turns into a same as sign on authentication. As users' passwords are already synced, users will then be able to access the O365 service until the data center is back online and functioning normally.

Upon restoration of the datacenter connections, Federation can be turned back on with the same simple PowerShell command re-enabling single sign-on.
5. **Passthrough Authentication** – This option is for those enterprises that are not comfortable syncing their Active Directory Passwords to Azure Active Directory. In addition they don't want to use ADFS. Passthrough Authentication uses Azure AD Proxy, and has almost similar challenges for HA and DR as with ADFS. Azure AD Proxy uses Azure AD Proxy Connector(s) or Gateways in customer on-prem environment.

6. **Seamless Authentication** – This option is introduced recently and can work with Same as Sign-On or Passthrough Authentication by allowing users to authenticate directly to on-prem Active Directory without using ADFS or Azure AD Proxy.

**Customer has decided to use Seamless SSO with Same as Sign-On option.**

**Migration Tools and Strategy**

Hybrid Exchange Servers are the best and fastest way to migrate mail data to Exchange Online from on-prem exchange servers.

8.4. **Tasks and Activities, Deliverables**

Based on the information provided, Logicalis will work on the following Tasks and Activities, to provide the Deliverables (if any) as part of this project

8.4.1. **Envision**

The purpose of the Envisioning phase is to collect and validate the business and functional requirements for the project as well as analyze the existing environment to gather system details and/or determine migration readiness. The Envisioning phase is vital as it provides that Logicalis consultants become well-integrated with the Customer team and helps identify and address possible project risks. Envision plans establishes the foundation for the next phase 'Plan'.

**Tasks and Activities**

The business objective of this evaluation is to utilize the experience and expertise of an industry leading subject matter expert to evaluate and provide suggestions based upon industry best practices to improve the state and logical or physical design of the Customer environment.

Task and activities in the Envision phase will focus primarily on the following areas:

**Network Infrastructure**
Logicalis will gather and analyse the following information from customer team:
- Current Corporate and Satellite Offices Locations
- Number of Seats at each location
- Network Diagram
- Internet Ingress/Egress Points Available Internet Bandwidth
Active Directory Domain Services (AD DS)

- Logicalis will assess customer Active Directory and its health at a high level only to gather required information for Office 365 project.
- Logicalis will run Microsoft ID Fix tool to get a report for AD objects not compatible for AAD Connect Tool

Exchange 2010 Assessment

- Exchange Topology
- Exchange BPA (Best Practice Analyzer) Report
- Mail Flow
- Anti-Spam/ Anti–Virus Solution
- Server Hardware Details
- RBAC (Role Based Access Control)
- Storage Architecture
- Archiving
- Applications Dependency on Exchange
- Mobile Device Management
- Client Access Server
  - Virtual Directories
  - SSL Certs
  - AutoDiscover
  - Outlook Web App Policies
  - ActiveSync Policies
- Hub Transport Server
  - Accepted Domain
  - Global Transport Settings
  - Email Address Policies (EAP)
  - Send Connectors
  - Receive Connectors
  - Transport Rules
  - Auto Signatures
- Mailbox Servers
  - Address Policies
  - Offline Address Book
  - Managed Folders
  - Database Availability Groups (DAG)
  - Information Stores
  - Recovery Storage Database
  - Mailbox Delegation
  - Dynamic Distribution Groups
  - Resource Mailboxes
  - Shared Mailboxes
  - Service Account Mailboxes
  - Limits
  - Any Native or Third-Party Archiving Solution
Mail Contacts

**Desktop Environment**
- Operating System
- Local Admin Rights
- Microsoft Office Version
- Web Proxy (if any)

**Operations**
- Change Control Window
- SLAs

**Deliverable**
- Current State Document

**Note:** Logicalis will require customer team to validate current state document.

8.4.2. Planning

Logicalis will plan the following with Customer's team:

**Tasks and Activities**
Logicalis will conduct several meetings/workshops with customer team to plan followings
- Office 365 On-Prem Infrastructure Planning
- AAD Connect Tool Deployment Planning
- Plan AD DS Clean-up based on the ID Fix tool report
- Hybrid Exchange 2016 Planning
- Network Bandwidth Planning for Mailbox Migration
- Migration End Points Planning
- Delegated Mailbox Migration Planning
- Dynamic Distribution Groups Planning
- In Place Hold, E-Discovery, Retention Policy, Archived Mailboxes Planning
- DLP (Data Loss Prevention Policies) Planning
- Exchange Online RBAC (Role Based Access Control)
- Office 2016 ProPlus Deployment Planning
- Mailbox Migration Planning
- Mobile Device Management
- Mobile Content Management
- User Groups
- Application Distribution to Mobile Devices
- Device Enrolment (IOS, Android and Windows 10)
- Policy Management – (Create single policy per device type)
• Review device types and platforms to be supported
• Device Enrolment -
• Plan Windows update in Intune portal for Windows 10
• Plan self-service portal

**Deliverable**

• Office 365 Architecture Document

8.4.3. **Build**

Logicalis plans to complete the following high-level tasks during the build phase:

• Create Office 365 Tenant.
• Add required SMTP Domain Names to Office 365 Admin Portal
• Perform required AD DS Clean-up for objects identified by IDFIX tool that are not compliant with LDAP standards for AAD Connect Tool.
• Modify users' UPN (User Principal Name) to match with their Primary (Reply) E-Mail Address
• Configure EOP (Exchange Online Protection) as per Office 365 Architecture Document
• Deploy AAD Connect Tool as per Office 365 Architecture Document.
• Configure Seamless SSO with Same as Sign On-Option as per Office 365 Architecture Document
• Verify required URLs for Seamless Sign-On are added to trusted sites in Internet Explorer.

8.4.4. **Stabilize**

Logicalis will verify that after Office 365 on-prem infrastructure deployment customer environment is stable and ready for actual migration.

8.4.5. **Deploy**

Logicalis plans to complete the following high-level tasks:

• Deploy Exchange 2016 Hybrid Servers as per Office 365 Architecture Document
• Test mail flow between Office 365 and on-prem exchange.
• Test free busy between Office 365 and on-prem exchange.
• Create required GPO to deploy Office 2016 ProPlus, alternatively SCCM can be used to deploy Office 2016 ProPlus
• Migrate Test Mailbox to Exchange Online to verify required functionalities of Exchange Online mailbox (Mail Flow, Outlook 2016 ProPlus, Archived Mailbox, Retention Policies, DLP, SSO Internally and Externally)
• After successful testing, Migrate 220 mailboxes to Office 365. (Customer will be responsible for moving rest of the mailboxes)
• Provide migration support. (up to 8 Hours)
• Decommission Exchange 2010 after all the mailboxes are moved to Office 365.
• Create Mobile Device policies. (Up to two polices)
• Create required user Groups.
• Configure Device Enrolment (IOS, Android and Windows 10)
• Azure Hybrid join
• Create conditional access policy for mobiles Management – (Create single policy per device type)
• Configure Windows update in Intune portal for Windows 10.
• Configure Multi-factor authentication
• Configure self-service portal
• Update existing DVIP document to include As-Built.

**Customer Roles / Responsibilities**
- Customer will provide required credentials to complete the project
- Customer will provide remote access to Logicalis Engineers
- Customer will provide required hardware, fully patched Virtual Servers for proposed Servers.
- Customer will assign Logicalis as POR (Partner of Record) on Office 365 Admin Portal
- Customer owns required SMTP addresses and will be able to make changes to their Public DNS records.
- Customer will be responsible for upgrading outlook on required machines.
- Customer will be responsible for Office 365 licenses.

**Assumptions**
- Customer AD DS is in healthy state
- Customer Exchange Environment is healthy
- No Blackberry Configuration required
- No Unified Messaging is required
- All work will be done remotely

**8.5. Out of Scope**
All items not specifically included in the Scope of Work section of this document are out of scope. Specifically excluded:
- Public Folders migration is out of scope.
- Any network related changes will be customer responsibility.
8.6. Travel Expenses

Logicalis expect all work to be performed remotely. In the event travel is required, reasonable travel will be pre-approved by the Customer and Logicalis. Travel expenses will include cost incurred from travel (airfare, rental car, mileage, tolls, and lodging). Meals, if any, will be billed at the per diem rate of $65.

8.7. Limitation

If necessary, Logicalis will provide and invoice services overages up to 10% of the hours estimate provided. Should the hours required to complete the Tasks and Activities and/or Deliverables exceed 10% of the original estimate, Logicalis will not perform nor invoice overages until such additional services are approved in writing via a Project Change Request. Please see the Project Change Management Process section above for details.

If a Purchase Order is issued for this SOW, additional hours over the original estimate will not be performed nor invoiced until a Project Change Request is executed and a new/revised PO is received.

8.8. Completion Criteria

The services stated in this attachment will be considered complete when either of the following criteria is met:

1. The Tasks and Activities specified and Deliverables specified in the Scope of Work section are complete, or;
2. When the total number of hours of Professional Services delivered under this SOW reaches the number of hours of Professional Services stated in the Contracted Services and Pricing section.

8.9. Customer Responsibilities

Customer is responsible for providing and/or performing the following (as applicable to the services in this attachment):

1. Provide timely access to people and information including, but not limited to, the following areas:
   a. Operations personnel knowledgeable of system and network administration and problem resolution flow.
   b. Applications knowledgeable personnel for the applications that will be running on the systems.
   c. Management personnel who are knowledgeable of the architecture of the project to resolve issues that occur during the project. These people shall be designated in advance and be readily available to the Logicalis consultants. To the extent possible, meetings will be scheduled in advance. However, access on an ad hoc basis may be necessary as work proceeds.

2. Ensure all sites are ready for equipment delivery. Customer is responsible for providing adequate and secure on-site storage for all product, equipment deliveries, staging and installation.

3. Ensure that any and all conditioned power (appropriate power rails and circuit breakers have been tested in the racks and cabinets where required), rack space, cable management, grounding points, air conditioning, carrier circuit installation, or other preparation work required to complete this SOW, has been completed prior to the Logicalis resource(s) arrival.
4. Provide the specified/required floor/rack space, power and network connectivity for a single timely installation of the new hardware configuration.

5. Customer has identified and has access to the main communications area in the occupied building. Customer ensures that all carrier circuits that are intended to connect to Logicalis provided or re-programmed equipment has been fully tested, extended, identified/labeled, and subsequently proven to be suitable to carry voice and data network traffic.

6. Customer has assigned implementation technicians who are deemed capable and competent to follow the implementation plan with due care and skill, and authorized to signoff and approve the required parts of the implementation.

7. Unless specifically addressed in the SOW, Customer is expected to have all copper and fiber runs identified (clearly labeled with an accompanying structured cabling map/diagram). Improperly labeled (or no labels) on runs may require a Tone/Test and Tag Project Change Request and a Project Delay Fee.

8. Provide appropriate work areas for Logicalis resource(s) when they are on-site. This includes, but is not limited to, a quiet work area, telephone access, printer access, internet access, and fax access.

9. Provide all necessary security access to the locations where the work is to be delivered, as well as the passwords, equipment, etc. required to successfully complete the services stated in this attachment.

10. Customer ensures that the work environment is free of hazardous materials and free from asbestos. Customer is responsible for supplying Logicalis with any information concerning safety issues and/or hazardous material for disclosure to all Logicalis and third-party employees working on the project.

11. Provide all the necessary support agreements for the software that is needed for the environment.

12. To have any and all licensing issues related to the movement of applications understood and resolved. New license key codes, if required, are obtained.

13. To have all application sources readily available in the event of having to reload applications from scratch.

14. Customer has finalized all contract negotiations with third-party suppliers for hardware, software, physical plant requirements, and/or additional network equipment. Customer will provide Logicalis with an updated list of all third-party contacts, as well as Customer’s assigned project coordinator and all contacts necessary to facilitate this SOW.

15. Any Customer and third-party vendor actions that either accelerate or postpone Logicalis project responsibilities may result in a change to the SOW and a subsequent Project Change Request.

16. If not included as part of the services stated in this attachment, Customer shall have performed all required backups and/or data migrations of existing data prior to work being performed by a Logicalis resource(s), unless otherwise agreed to via a Project Change Request.

17. If not included as part of the services stated in this attachment, Customer has implemented a back-up power and backup data strategy that ensures the availability of mission critical data and voice equipment, and applications.

18. Schedule and facilitate ‘down-time’ for systems and applications during certain periods during the project.

19. If remote access is required then Customer will allow VPN connectivity. If VPN connectivity is not permitted then a Project Change Request may be required.

20. Customer acknowledges that during the performance of the services stated in this attachment, Customer may be asked to download software as part of such services.
downloading such software, Customer affirms that it has received the software from Logicalis for use in its internal systems only and will use the software internally according to the instructions set forth by Logicalis.

21. Customer is responsible for obtaining all permits, licenses, and right of ways necessary for the completion of the services stated in this attachment, including but not limited to building and city requirements.

22. Customer will communicate any issues or changes to the original project plan and/or this SOW to Logicalis immediately upon discovery.

23. Customer acknowledges that it has five (5) business days after receipt of Project Closure and Acceptance (PCA) form to review the deliverables for the services stated in this attachment and deliver to Logicalis the signed PCA, or alternatively, a written notification clearly describing a specific project element's failure to meet identified specifications. If Customer does not return the PCA or a written notice of nonconformity within such time period, the services stated in this attachment will be deemed accepted on the 6th business day after receipt of the PCA.

8.10. General Project Assumptions

Several general project assumptions are included in this SOW. General project assumptions include but are not limited to:

1. Logicalis uses a forty (40) hour workweek as its full-time standard designation, delivered over a five (5) day workweek, including travel to and from Customer’s location(s) when applicable. Personnel may work hours other than normal business hours to accommodate their travel schedules and time zones as mutually agreed upon by the parties.

2. For projects estimated at forty (40) billable hours or more, dedicated resource(s) require a Customer commitment of forty (40) billable hours per week. If the billable hours fall below this requirement for more than two (2) weeks, the resource(s) may no longer be dedicated to this project. Non-dedicated resource(s) may be removed from the project until such time as Customer is able to meet the weekly commitment.

3. At the start of the project and throughout the duration of the project, the Logicalis Project Manager or other appointed personnel shall work with Customer to mutually determine any on-site requirements of non-local resources. During weeks with Logicalis-observed holidays or during periods when a resource is not required to be on-site full time, the parties will mutually agree upon an alternate full-time work schedule with the resource(s) performing project-related activities remotely.

4. For Logicalis resource(s) performing work on-site, Customer agrees that a designated and responsible Customer representative will be present at all times.

5. Logicalis assumes Customer will procure and have readily available appropriate hardware, software, licenses for software products, network wiring, patch cords, uplink cables, additional network equipment and/or features that are applicable to the services stated in this attachment that allows work to be completed and to meet project milestones.

6. The services stated in this attachment will involve some ‘knowledge transfer.’ The purpose of transfer of technology knowledge is to explain functionality provided by Logicalis delivered for the services stated in this attachment and to provide a high level overview of how that functionality may be utilized by Customer. Knowledge transfer is not intended to replace the manufacturers’ formal instruction/classes.

7. Adequate staffing and project management is included in this SOW. If Customer accelerates their timeline, additional staffing or overtime to meet the new deadlines may
be required. Changes to Customer’s schedule must be communicated to the Logicalis Project Manager or other appointed personnel in writing within 24 hours of the change.

8. All communication that affects the technical aspects of the services stated in this attachment will be directed through the Project Manager or other appointed personnel.

9. Review meetings will be held at milestone points in the project. These meetings are intended to facilitate discussion regarding project timelines. The availability of Customer’s management and support personnel is critical to this project and Customer representation at these meetings is essential.

Should any of the above assumptions prove to be incorrect or incomplete, Logicalis may modify the price, scope of work, or if applicable, project milestones. Any such modifications shall be managed by the Project Change Management Process set forth in this SOW.
Section 9. Monitored & Managed Services Attachment

Logicalis’ Monitored & Managed Services provides full service monitoring and management of customer’s configuration items. Managed Services includes Event Monitoring, Incident Management, Problem Management, Change Management, Reporting, Portal access etc. The Operating Model list shows the full list of services provided.

Logicalis’ Monitored & Managed Services include the following Operating Models detailed in the Operating Model section of this SOW:

Table 1: Monitored & Managed Operating Model Summary

<table>
<thead>
<tr>
<th>Operating Model</th>
<th>Monitored</th>
<th>Managed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monitoring &amp; Event Management</td>
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<tr>
<td>Request Fulfillment</td>
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<tr>
<td>Crisis Management</td>
<td></td>
<td>✓</td>
</tr>
</tbody>
</table>

9.1. Operating Models

**Monitoring & Event Management**

**Summary**

Monitoring Configuration Items, and Classifying and Routing Alarms

**Deliverables**

Logicalis Monitoring & Event Management includes proactive monitoring for the identification of events and alerts. Logicalis monitors and identifies events or thresholds that have been exceeded in accordance with the parameters in the Service Definition.

Deliverables include:

- Monitor Configuration Item (CI), health and identify events or thresholds that have been exceeded within the CI
- Logicalis will maintain the inventory of monitored Equipment
- Logicalis’ monitoring will automatically distinguish Actionable Events from non-Actionable events as defined in the Service Definition
- Actionable events insert Incidents directly into the Service Management System
- Summarized monitoring data is stored for 1 year
- Actionable events are automatically classified as High, Medium, or Low urgency based on the severity of the event
**Customer Responsibilities**

- Customer will open all Logicalis required ports, and any other required access, to enable monitoring and management
- If a device requires trap management to be used, the customer will allow Logicalis to receive traps

**Notes**

- If Logicalis does not manage or monitor a device(s) that is preventing Logicalis’ ability to detect events, then the situation is considered outside of Logicalis’ responsibility
- Changes to hostnames or IP addresses without prior notification to Logicalis will result in temporary discontinued monitoring/management and may require a billable effort to remediate

**Request Fulfillment**

**Summary**

Request Submissions and Fulfillment Processing

**Deliverables**

Logicalis’ Request Fulfilment, based upon ITIL, provides the ability for customers to request: additions, removals, or changes to existing services and technologies managed by Logicalis. The Request catalog is defined in each Logicalis service. Requests can be made via Logicalis’ Self-Service Portal or via phone calls to Logicalis. Requests may be subject to customer approval. Certain Request will be fulfilled via Logicalis’ Change Management process.

Deliverables include:

- Request catalog items available for selection via Logicalis’ Self-Service Portal
- Request recording and work-flow processing
- Request fulfilment activity and status tracking
- Request Reporting
  - In Progress
  - Opened Last Month
  - Closed Last Month
  - All Requests – 12 Months

**Incident Management**

**Summary**

Procedural Resolution of Issues with Escalations and SLAs

**Deliverables**

The primary aim of Logicalis’ Incident Management process, based upon ITIL, is to restore service operation as quickly as possible and maintain the best possible levels of service quality and availability for the customer’s business operations.

Deliverables include:

- Incident management services including: identification, logging, processing, escalation, and resolution management, including third-party vendors as required.
- Incidents will be created via agreed customer contact methods, or automatically generated (if Monitoring is included with the applicable service).
- Escalation procedures based on formal, pre-defined criteria and processes.
- Customer notification when an incident occurs and during resolution updates.
• Incident resolution activity tracking including updates from engineers as applicable.
• Incident reporting via Logicalis’ IT Service Management Portal, including these standard reports:
  ○ In Progress
  ○ Opened Last Month
  ○ Closed Last Month
  ○ All Incidents – 12 Months
• Assignment of incident priority using pre-defined algorithms, as defined below.
• Integration with Logicalis’ “Crisis Management” process where applicable.
• In cases where a permanent resolution is not yet available, a workaround will be established to resolve the Incident.

Resolution & Closure
Incidents are marked as “Resolved” by Logicalis; the customer then has 5 calendar days to reject the resolution or mark the Incident as "Closed" If no action is taken by the customer, the Incident will automatically be marked as "Closed" at the end of the 5th calendar day. Closed Incidents cannot be reopened however new Incidents can be created if required.

Incident Priorities
Priority is a function of both:
• Impact - the assigned impact (importance) of the affected Configuration Item (CI) / Device, or the affected Business Service (if the CI isn’t provided or known).
• Urgency - the urgency which is either assigned by the associated monitoring alarm, or the data collected from the user reporting the issue.

The Priority Assignment Table is shown in the “Service Level Agreement” section of this document.

Problem Management
Summary
Root Cause Discovery and Resolution Planning

Deliverables
Logicalis’ Problem Management, based upon ITIL, identifies root causes of relevant Incidents as well as recommended resolutions to the root causes. The resolutions may require Logicalis’ Change Management to implement recommended changes. The core objective is to find the root cause and remedy, prevent or reduce the impact of future Incidents and Problems, and minimize recurring issues and Incidents that cannot be prevented.

Deliverables include:
• Create Problem records, where there is no known error, for:
  ○ P1 priority Incidents
  ○ Repetitive issues / recurring Incidents
• Problem analysis report with recommendations
• Generate workaround and known error documentation in the Knowledge Base
• Review, and approval, by both Logicalis and the customer, of the root cause analysis & resolution recommendations
**Change Management**

**Summary**
Managing Changes for CI Configurations, Settings etc.

**Deliverables**
Logicalis’ Change Management, based upon ITIL, has the objective of ensuring that standardized methods and procedures are used for the efficient handling of changes, with minimum disruption to IT Services. Changes include additions, modifications, or removal of Configuration Items (CI’s) initiated and managed by Logicalis.

Change Types are defined by Logicalis and include:
- Routine – low risk, low impact, pre-defined changes. Some routine changes are classified as pre-approved.
- Comprehensive - a planned change in response to a request, planned activities or to implement a non-urgent correction.
- Emergency – an expedited change where urgent correction of service is required to prevent an imminent service outage or to respond to an urgent legislative directive.

The customer is involved in the approval process of all change types with the exception of pre-approved Routine Changes as defined by Logicalis.

Deliverables include:
- Change processing including:
  - Technical planning documentation, including back out planning
  - Schedule planning
  - Risk assessment including conflict and impact evaluation
  - Change evaluation
  - Defined approval process
  - Configuration Management
  - Controlled planning and execution
  - Success measures against target execution window and planned results
- Pre-defined processing rules based on impact, risk, priority and Change Type
- Formal, work-flowed, approval processes involving:
  - Customer designated approvers
  - Logicalis Change Advisory Board (CAB)
  - Logicalis Emergency Change Advisory Board (ECAB)
- Emergency Change processing with expedited processing and approvals
- Activity and status tracking

**Notes**

**Patch Changes**
- Where applicable, Customer must supply all vendor provided patch CD/DVD media or vendor download site access, and the drive for installation, prior to change implementation.
- Customer is required to maintain a support contract at an appropriate level in order to obtain the patch media sets.
- Where applicable, Customer needs to provide the test environment and resources for testing patches, and for testing/deploying new code or technology. Testing of patches with applications is provided by Logicalis on a T&M basis.
Routine Changes
- Routine Changes, defined in the Service Offering Attachment(s), are deemed to be pre-approved and do not require change approval from Customer or Logicalis’ CAB.

Emergency Changes
- Emergency Changes will follow an escalated approval process and will bypass Customer approvals. Customer will however be notified of the Emergency Change. Approvals will be documented by Logicalis’ Emergency Change Board (ECAB). Full documentation will be provided after the change and Customer sign-off will be required to confirm restoration of service and change success.
- The Customer will be billed in one (1) hour increments on a premium T&M basis at $280 per hour and will be prioritized immediately after any Emergency Changes or P1 Incident if this Emergency Changes is required as a result of something the Customer performed in the environment. This will be evaluated before and after execution to ensure adherence to the conditions above. As a result of this evaluation, Logicalis reserves the right to charge this premium T&M rate.

Crisis Management

Summary
Critical Incident Management

Deliverables
Logicalis’ Crisis Management process is an extension of the Incident Management Process that facilitates a special handling for Incidents that Logicalis determines to warrant immediate and focused attention by appropriate parties.

Deliverables include:
- Incidents automatically alert Operations Personnel to a potential Crisis
- Crisis Determination
- Communication
  - Opening a Logicalis Crisis Conference Line with all relevant parties
  - Regular updates with the customer throughout the lifecycle of the crisis, including email notifications to affected parties
  - Communication of recommendations to be executed via standard processes
  - Resolution Confirmation
- Crisis Documentation, where applicable
9.2. Portal Reports and Portal Access

Reports
Logicalis provides incident reporting directly through the Self-Service Portal. The “SS-P” license type (see “Portal” section below) allows custom filters and views of ticket data. In addition reports related to specific Service Offerings can be found within the reporting section of the applicable Service Offering Attachment.

The following reports will be produced on a quarterly basis:
- Ticket Performance Report – Shows a summary of how many tickets met the TRT vs. tickets that didn’t meet the TRT.
- Missed TRT Report – Shows Ticket Summary information for each ticket that missed the TRT, grouped by Valid misses and Invalid misses. This report will show the target and actual time for each ticket.

Access
Logicalis provides portal access to a variety of information and functions. The following portal user roles define the access and functionality available.

Portal Details

Table 2: Portal Self-Service and Self-Service Plus Details

<table>
<thead>
<tr>
<th></th>
<th>Self-Service (SS)</th>
<th>Self-Service Plus (SSP)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Ticket Creation / Approvals</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Report Issues</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Request Services</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Approve Changes*</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td><strong>Views / Reports</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge Articles</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Dashboards</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>- My Incidents by State (graph)</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>- My Open Incidents</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>- My Requested Items by State (graph)</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>- My Open Requested Items</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Active Incidents</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Active Requests</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Approvals*</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Company Active Incidents</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>Company Active Requests</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>Company Approvals</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>Crisis Status (Incidents in Crisis Status)</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Company Dashboards</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>- Tickets in Progress (graph)</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>- SLA Analysis (graph)</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>- Tickets Opened (graph)</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>- Tickets Closed (graph)</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>- History Tickets – 12 Months (graph)</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>- Monitoring Events (INC from Monitoring)</td>
<td>✓</td>
<td>✓</td>
</tr>
</tbody>
</table>
9.3. Audits

For audit related activities, including but not limited to, requests for custom reports, information gathering, and conference calls with internal or external auditors, Customer will receive 8 hours of effort annually as a component of their current monthly pricing. Any time required over 8 hours annually, will be charged at the Time and Materials rate(s) noted in the SOW.
9.4. Monitored Service Level Objectives

**Service Levels**
The service levels outlined in Table 3 below are applied per device and are intended to be selected according to device importance/impact on the Customer’s business. A service offering description in this Attachment provides additional details by device to Table 3 below.

**Table 3: Service Level Summary**

<table>
<thead>
<tr>
<th>Service Item</th>
<th>Device Service Level Monitoring</th>
</tr>
</thead>
<tbody>
<tr>
<td>Device Polling</td>
<td>✔</td>
</tr>
<tr>
<td>Event Detection</td>
<td>✔</td>
</tr>
</tbody>
</table>

**Service Level Notes:**
Monitoring Services leverages Logicalis’ best practice monitoring tools and service descriptions and extends them either to Logicalis’ ticketing system or directly into Customer’s own ticketing system. Alarms generated, per each applicable service description are sent to the defined ticketing system. Logicalis sends the following information to the ticketing system instance:

- Category
- Urgency (1-5)
- Comments (full alarm message)
- Short Description (of alarm)
- Configuration Item (short name of the CI [i.e., the monitored name])
- Company
- Correlation ID (the unique monitoring ID for the message)

Unless explicitly provided by Logicalis, the Customer will be responsible for mapping these fields into their ticketing system and auto-creating incidents from the alarm information. Two-way traffic is built into Logicalis’ service to provide intelligent communication between tickets and alarms i.e. for clearing alarms if cases are resolved, etc.

**Requirements:**
Customer shall pay setup fees for integration work between Logicalis’ monitoring API and Customer’s ticketing system. Customer shall also provide knowledgeable resources to assist with this integration. Onsite HUB hardware will be priced into this solution and shall be set up onsite by the customer at their location. Logicalis will require administrative system access to any monitored device. Logicalis will have sole responsibility to setup probes, change configurations, troubleshoot probes, and remove devices. An additional 50% upcharge to MRC will be applied to any device where Logicalis does not have proper access.
Changes:
After the initial burn-in period any device changes will be charged at the price(s) noted in the Incremental Pricing Categories section. These changes are requested via the Logicalis ServiceNow Ticketing System instance. Requests to support technologies outside of Logicalis Service Portfolio are performed on a Time and Materials basis as defined in the Time and Materials Rates, Travel Expenses section.

Reporting:
A URL, username, and password will be provided to allow Customer access into the monitoring reporting.

Disaster Recovery:
Logicalis has full redundancy in its monitoring infrastructure. Customer has the option, at an additional charge, of an additional on-premises hub that operates in an active/passive manner.
9.5. Managed Service Level Agreements

**Incident Priorities**
Incident priority is determined by Table 4 below. For example, a High Urgency event on a High Impact device is a Priority 1 Incident, whereas a Medium Urgency event on a Medium Impact device is a Priority 3 Incident.

<table>
<thead>
<tr>
<th>Event URGENCY</th>
<th>Device Impact</th>
<th>Priority 1</th>
<th>Priority 2</th>
<th>Priority 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>High</td>
<td>High</td>
<td>Priority 1</td>
<td>Priority 2</td>
<td>Priority 3</td>
</tr>
<tr>
<td>Medium</td>
<td>Medium</td>
<td>Priority 2</td>
<td>Priority 3</td>
<td>Priority 4</td>
</tr>
<tr>
<td>Low</td>
<td>Low</td>
<td>Priority 3</td>
<td>Priority 4</td>
<td>Priority 5</td>
</tr>
</tbody>
</table>

**Incident Priority Notes:**
Event Urgency is determined by either:
- **System Alarm Events** – The Urgency is automatically classified as High, Medium, or Low based on the severity of the alarm event.
- **Service Call Events** – Event urgency is determined by the situation described by the caller.

<table>
<thead>
<tr>
<th>Priority</th>
<th>Email Notification</th>
<th>TRT*</th>
<th>Phone Call (24x7)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Priority 1</td>
<td>15 min</td>
<td>4 hr</td>
<td>15 min</td>
</tr>
<tr>
<td>Priority 2</td>
<td>15 min</td>
<td>8 hr</td>
<td>N/A</td>
</tr>
<tr>
<td>Priority 3</td>
<td>Upon Request**</td>
<td>16 hr</td>
<td>N/A</td>
</tr>
<tr>
<td>Priority 4</td>
<td>Upon Request**</td>
<td>32 hr</td>
<td>N/A</td>
</tr>
<tr>
<td>Priority 5</td>
<td>Upon Request**</td>
<td>48 hr</td>
<td>N/A</td>
</tr>
</tbody>
</table>

*TRT = Target Resolution Time (for High, Medium, and Low service levels). Failure to meet a TRT does not constitute a breach of contract. Resolution for Monitored contracts may be performed on a T&M basis.
** Customer may request to receive these email notifications.
SLA Penalties and Refunds
If any Target Resolution Times (TRT) from Table 5 is not met the following SLA penalties as calculated below shall apply:

Table 6: Service Level Penalties

<table>
<thead>
<tr>
<th>Incident Priority</th>
<th>Penalty %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Priority 1 (P1)</td>
<td>50%</td>
</tr>
<tr>
<td>Priority 2 (P2)</td>
<td>40%</td>
</tr>
<tr>
<td>Priority 3 (P3)</td>
<td>30%</td>
</tr>
<tr>
<td>Priority 4 (P4)</td>
<td>20%</td>
</tr>
<tr>
<td>Priority 5 (P5)</td>
<td>10%</td>
</tr>
</tbody>
</table>

Penalty Payments are calculated as follows:
E (Exceeded Hours) x P (Penalty %) x V (CI Value) = Penalty paid per Incident incurring a missed TRT

Where:
E = **Exceeded Hours** - The total number of incident resolution elapsed hours beyond the Target Resolution Time. This is for “Closed” incidents in the given month and excludes pause conditions, i.e., waiting on vendor, waiting on Customer or other causes beyond the reasonable control of Logicalis. Example: A P1 incident has 4 TRT hours, if the valid elapsed time = 5.5 hours, Exceeded Hours = 1.5 hours.

P = **Penalty %** - This is derived from Table 6 above. Each incident has a priority and each priority has a related Penalty %.

V = **CI Value** - This is the MRC for the device / Configuration Item (“CI”) associated with the incident that missed the TRT. For Optimal Threat Platform and Optimal Threat Insight (“Threat Response”) the CI Value is one-fifth (1/5) the Optimal Threat Service MRC. For purposes of computing CI Value, “MRC” means the MRC paid or owed by Customer for the full month immediately preceding the incident.

Penalty Notes:
- Penalties only apply to CI’s covered by Managed (High, Medium, and Low) service levels.
- Monitored Only devices have no SLA.
- The penalty paid per incident is limited to the monthly value of the CI (i.e., the value of the amount the Customer pays Logicalis for the service associated with the CI each month), but in no event will the CI penalty or penalties, in the aggregate, exceed the MRC paid for the month giving rise to the incident(s).
- Penalties will be calculated monthly and paid quarterly as a credit issued on Customer’s account.
- A missed SLA will not be considered a penalty if the missed SLA is caused by reasons beyond the reasonable control of Logicalis. In this situation, the incident will be flagged with “Invalid Missed SLA” and will not be counted toward a penalty payment.
- All Customer terms in this SOW must be met for an incident to be counted toward a penalty calculation. For example, if a service offering is disabled due to customer changes in the environment. Any device with an associated term out of compliance with this SOW will be excluded from any penalty payments.
SLA and Incident Handling Notes:

- Related Incidents will be handled by using a Parent/Child Incident. Multiple Child Incidents will be associated with a Parent Incident to link them. The Child Incidents will be closed when the Parent Incident is closed.
- Incidents related to system or service availability are considered resolved, and the TRT achieved, when the service is restored even if in a workaround state. Related problems will however continue to be addressed toward resolution.
- “Notification” referred to in Table 5 is delivered in the form of an automatic system generated message.
- In addition to the automatic notification message, for Managed devices, Priority 1 issues will receive a phone call within 15 minutes of the Incident being logged. Customer is responsible for maintaining correct escalation and contact information.
- SLA Timers are paused when the Incident is beyond the reasonable control of Logicalis (e.g., when awaiting vendor or Customer response).
- SLA Timers are paused when Incidents require a Change to be executed. The timers will pause from the initiation of the Change Request to the Completion or Cancellation of the Change Process.
- If Logicalis does not manage or monitor a device(s) that is preventing its ability to detect necessary events, then the situation is considered outside of Logicalis’ control.
- Logicalis reserves the right to adjust ticket priority levels based on urgency and impact information gathered throughout the ticket life-cycle. For example, if initial information provided by the caller is discovered to be inaccurate.

The penalties and/or credits provided under this Attachment are Customer’s sole and exclusive remedy with respect to any failure by Logicalis to meet the availability standard described herein.
9.6. Setup Roles & Responsibilities and Assumptions

A. Customer Roles and Responsibilities

1. Complete onboarding information for Customer that includes contact information (telephone, cell phone, pager, e-mail) for those staff involved in the management of Logicalis Service Delivery.

2. For Managed Services, specify Notification, Alert, and Escalation contacts for priority and device types. Customer needs to document who will be notified and how notification will be received (Customer may specify single or multiple notifications and also specify an escalation path).

3. Provide a Customer point of contact for approval and authorization of service requests to Logicalis.

4. Complete Logicalis’ user information requests so that applicable Portal Licenses can be enabled.

5. Participate in meetings to understand processes for assignment, escalation, change management, and status communication.

6. For Managed Services, modify Self-Service user account information as required.

7. Provide a distribution list, during the integration phase, within Customer’s email service for alarm notifications.

8. Ensure that Logicalis is kept up to date with changes to distribution list alarm notifications.

9. For Managed Services, assign and make available a contact person with the authority to make decisions regarding alternative solutions and resolution verification recommended by Logicalis. Logicalis may, without penalty, pause SLA timers if the Customer contact is not available for necessary information or decisions.

10. Install, setup and configure of all hardware (i.e., servers, routers, switches, firewalls, data collectors, etc.) and software (i.e., applications, databases, operation systems, etc.).

11. Customer acknowledges that during the performance of services, Customer may be asked to download software as part of such services. In downloading or receiving of such software, Customer affirms that it has received the software from Logicalis for use in its internal systems only and will use the software internally according to the instructions set forth by Logicalis.

12. Provide all IP information and host name and serial numbers where applicable for all relevant Configuration Items.

13. Configure devices to report SNMP traps unless otherwise noted in this SOW.

14. Work with Logicalis’ engineers to tune alarm thresholds where necessary.

15. Enable event forwarding to Logicalis’ management systems, i.e., Customer will open all Logicalis required ports to enable monitoring and management.


17. Follow vendor’s device recommendations for all devices that are not hosted by Logicalis for example cooling/ room temperature.

18. Either use a Logicalis-supplied VPN endpoint (preferred) or provide Logicalis access to ping Customer’s external interface of their VPN endpoint. This is important in determining the root cause of alarms. In either case, the VPN is required to be a persistent LAN-to-LAN connection.

19. For Managed Services, implement recommendations of Logicalis. Logicalis will always make a best effort to look out for the best interests of the Customer but Logicalis is not responsible for Customer requests that do not follow best practices, Customer requests that lead to poor account integrity, or Customer’s non execution of Logicalis recommendations.

20. For Managed Services, Logicalis provides ticketing system functionality to ensure Disaster Recovery (D/R) service fail-over functionality between devices in the ticketing system. Customer is required to identify production/primary devices and fail-over...
devices. In the event a production server fails and a D/R server is activated as the primary server, Customer may call Logicalis and request that the specific server be moved to “D/R Active” status. Logicalis will ensure the production server is in failed mode and will then activate the “D/R Active” status on the D/R server. The “D/R Active” status will ensure that all incidents and problems are handled with the same priority they would be for the equivalent production server. Customer will be responsible (as part of its D/R procedures) for calling to activate and de-activate the D/R status. Customer will also be responsible for identifying D/R & Production device relationships during the on boarding process and ensuring that Logicalis receives timely updates when changes to the D/R device relationships are made.

21. Work with Logicalis to determine the severity, course of action, and remote assistance for incident resolution.

22. Where necessary, provide site resources to work with hardware vendor service personnel requiring on site access.

23. For Managed Services, provide required access and information to perform relevant management tasks per this SOW. SLA timers are paused while waiting for Customer or vendor.

24. Follow Logicalis’ recommendations to resolve identified environmental or resource issues which are currently or can potentially cause future problems.

25. Provide access to vendor ticketing system where required.

26. A monitoring hub is required at each Customer network-isolated data center. Logicalis requires full administrative access to this device in Customer’s environment. In the event Customer refuses to provide full administrative access to this device, additional Time and Materials charges will apply for any activities requiring coordination with Customer’s administrators. The Customer can choose Logicalis-provided devices, or import Logicalis’ preconfigured Linux monitoring VM into Customer’s VMware environment. Customer can choose redundant hubs, or a single hub depending on the urgency of the environment. Requirements for monitoring hubs are as follows:
   a. Utilize Customer VMware environment - Monitoring VM will be provided as a VMware OVA file and will utilize approximately 1 CPU, 4 GB or RAM, and 20 GB of storage. Customer is responsible for ensuring the VM availability. Logicalis will patch and maintain the VM. There is a $600 Setup Charge and no monthly charge for this option.
   b. Logicalis Nimsoft® Appliance - Logicalis can provide a hardware appliance to serve as the local monitoring hub. There is a $245 monthly charge and no Setup Charge for this option. This server will require up to 4U of rack space for each instance. Each server will require dual 208/240 VAC 24 Amp power circuits (or equivalent for international deployments) and requires two (2) ethernet connections to support up to 10 private IP addresses for each location (one port for out of band console).

B. Logicalis Roles and Responsibilities
1. Reports, Dashboards and Portal Setup.
2. Configure Service Offering Reports as detailed in each Service Offering Attachment.
3. Participation in meetings to discuss processes for assignment, escalation, change management, and status communication.
4. Connectivity Setup on Logicalis’ Network including IP addressing information, VPN Connectivity, testing, and documentation of networking support contacts at Customer.
5. Agent, SPI or Probe Installation and Configuration.
6. For Managed Services, review of (Customer completed) Configuration Item information that includes each item to be supported, support identifiers, IP addresses, IDs passwords, support contract IDs and contact information, and configuration documentation.
C. Assumptions

1. Software applications and services not specifically listed in this SOW are excluded.
2. Client side network connectivity including VPN setup and configuration is the responsibility of the Customer unless Logicalis is specifically contracted for this work.
3. Customer’s responsibilities for timely and proper completion of the transition and integration project will be discussed and agreed upon prior to project initiation. In order to ensure timely and proper completion of the transition and integration project and unless otherwise mutually agreed, Customer will be provided a 5-day turn-around time for required integration data. Logicalis will follow up, by phone or email, after the 5-day period to attempt to gather outstanding data. If Logicalis does not receive the data within the time period above, Logicalis will send a consultant to Customer’s site, at standard T&M and travel rates, to gather the outstanding integration data.
4. Logicalis will perform maintenance on its infrastructure at such times as it deems appropriate and in such a manner so as to maintain compliance with all other provisions of this SOW. Customers will be provided advance notice of any maintenance expected to create an outage.
5. All equipment is housed on Customer’s premises unless stated otherwise in this SOW.
6. Logicalis provides remote monitoring or management services for IT Configuration Items owned by Customer. Customer owns and will continue to own all software and hardware being monitored or managed.
7. Connectivity between the Logicalis Operations Center and Customer facility will be via a VPN Connection.
8. Logicalis reserves the right to limit performance metrics in the event the primary connectivity fails and Customer has not established backup network connectivity.
9. All Customer WAN devices will be available for instrumentation and monitoring via one Customer site router, unless otherwise noted. Customer must maintain on-site support if it does not have qualified staff for hardware replacement.
10. Customer will be directly responsible for all vendor hardware and software maintenance contracts.
11. For Managed Services, Customer will grant Logicalis employees access to support contracts and vendor information to grant Logicalis the ability to place support calls on behalf of Customer.
12. Customer servers under Managed Services require remote console access such as KVM, Console cards, or RILO cards to establish remote communications. These devices must be purchased by Customer.
13. Instrumentation tools, as well as monitoring agents, probes and smart plug-ins (SPIs) placed on Customer systems are, and will be, owned by Logicalis unless otherwise noted in this SOW.
14. Any hardware or software deployment is the responsibility of Customer, unless specifically stated herein and agreed upon by both parties.
15. Service pricing is based on a fully-deployed, functional, tested, and production-ready environment available at contract commencement. All parts of Customer’s systems are subject to operational review. Logicalis reserves the right to adjust the pricing based on information found during due diligence or integration.
16. Only vendor supported hardware and software (at the time of the incident) are covered by this SOW. Customer is required to maintain a valid hardware support contract for each device for the duration of this SOW. Hardware external to the managed / monitored device enclosure is excluded from the Service Level Agreement. Software applications not specifically listed in the Service Level Agreement are excluded.
17. Host names or IP Addresses changed without notification to Logicalis will result in temporary discontinued monitoring/management and will require a T&M effort to reconfigure.
Section 10. Optimal Support Services Attachment

Logicalis’ Optimal Support Services provides reactive issue and request fulfilment including Incident Management, Request Management, and Portal access. The Operating Model list shows the full list of services provided.

Table 7: Monitored & Managed Operating Model Summary

<table>
<thead>
<tr>
<th>Assisted</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request Fulfillment</td>
</tr>
<tr>
<td>Incident Management</td>
</tr>
</tbody>
</table>

10.1. Operating Models

Request Fulfilment Summary
Request Submissions and Fulfilment Processing

Deliverables
Logicalis’ Request Fulfilment, based upon ITIL, provides the ability for customers to request: additions, removals, or changes to existing services and technologies managed by Logicalis. The Request catalog is defined in each Logicalis service. Requests can be made via Logicalis’ Self-Service Portal or via phone calls to Logicalis. Requests may be subject to customer approval. Certain Request will be fulfilled via Logicalis’ Change Management process.

Deliverables include:
- Request catalog items available for selection via Logicalis’ Self-Service Portal
- Request recording and work-flow processing
- Request fulfilment activity and status tracking
- Request Reporting
  - In Progress
  - Opened Last Month
  - Closed Last Month
  - All Requests – 12 Months

Incident Management Summary
Procedural Resolution of Issues with Escalations to Microsoft.

Deliverables
The primary aim of Logicalis’ Incident Management process, based upon ITIL, is to restore service operation as quickly as possible and maintain the best possible levels of service quality and availability for the customer’s business operations.
10.2. Portal Reports and Portal Access

Reports
Logicalis provides incident reporting directly through the Self-Service Portal. The “SS-P” license type (see “Portal” section below) allows custom filters and views of ticket data. In addition reports related to specific Service Offerings can be found within the reporting section of the applicable Service Offering Attachment.

The following reports will be produced on a quarterly basis:
- Ticket Performance Report – Shows a summary of how many tickets met the TRT vs. tickets that didn’t meet the TRT.
- Missed TRT Report – Shows Ticket Summary information for each ticket that missed the TRT, grouped by Valid misses and Invalid misses. This report will show the target and actual time for each ticket.

Access
Logicalis provides portal access to a variety of information and functions. The following portal user roles define the access and functionality available.

Portal Details

Table 8: Portal Self-Service and Self-Service Plus Details

<table>
<thead>
<tr>
<th></th>
<th>Self-Service (SS)</th>
<th>Self-Service Plus (SSP)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Ticket Creation / Approvals</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Report Issues</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Request Services</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Approve Changes*</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td><strong>Views / Reports</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge Articles</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Dashboards</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>- My Incidents by State (graph)</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>- My Open Incidents</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>- My Requested Items by State (graph)</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>- My Open Requested Items</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Active Incidents</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Active Requests</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Approvals*</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Company Active Incidents</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>Company Active Requests</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>Company Approvals</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>Crisis Status (Incidents in Crisis Status)</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Company Dashboards</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>- Tickets in Progress (graph)</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>- SLA Analysis (graph)</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>- Tickets Opened (graph)</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>- Tickets Closed (graph)</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>- History Tickets – 12 Months (graph)</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>- Configuration Management (graph)</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Contract</td>
<td>Self-Service (SS)</td>
<td>Self-Service Plus (SSP)</td>
</tr>
<tr>
<td>---------------</td>
<td>------------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>Contracts</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Corporate Catalog</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>Enhanced Custom Filtering</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Administration</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Custom Notifications</td>
<td></td>
<td>Via Request Mgmt</td>
</tr>
<tr>
<td>Delegates</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Password Change</td>
<td>✓</td>
<td>✓</td>
</tr>
</tbody>
</table>

* User must be a designated change approver

**Audit**

All audit related activities, including but not limited to, requests for custom reports, information gathering, and conference calls with internal or external auditors will be charged at the Time and Materials rate(s) noted in the SOW.
10.3. Setup Roles & Responsibilities and Assumptions

A. **Customer Roles and Responsibilities**

1. Complete on boarding information for Customer that includes contact information (telephone, cell phone, pager, e-mail) for those staff involved in the management of Logicalis Service Delivery.

2. Provide a Customer point of contact for approval and authorization of service requests to Logicalis.

3. Complete Logicalis’ user information requests so that applicable Portal Licenses can be enabled.

4. Participate in meetings to understand processes for assignment, escalation, change management, and status communication.

5. Modify Self-Service user account information as required.

6. Assign and make available a contact person with the authority to make decisions regarding alternative solutions and resolution verification recommended by Logicalis.

7. Install, setup and configure of any hardware (i.e., servers, routers, switches, firewalls, data collectors, etc.) and software (i.e., applications, databases, operation systems, etc.) not included in this SOW, but required for the solution.

8. If required for implementation of the solution, Customer acknowledges that during the performance of services, Customer may be asked to download software as part of such services. In downloading or receiving of such software, Customer affirms that it has received the software from Logicalis for use in its internal systems only and will use the software internally according to the instructions set forth by Logicalis.


10. Follow vendor’s device recommendations for all devices that are not hosted by Logicalis for example cooling / room temperature.

11. For resolution of problems related to this SOW, implement recommendations of Microsoft/Logicalis. Logicalis will always make a best effort to look out for the best interests of the Customer but Logicalis is not responsible for Customer requests that do not follow best practices, Customer requests that lead to poor account integrity, or Customer’s non execution of best practice recommendations.

12. Work with Logicalis to determine the severity, course of action, and remote assistance for incident resolution.

13. Provide required access and information to perform relevant management tasks per this SOW. SLA timers are paused while waiting for Customer or vendor.

B. **Logicalis Roles and Responsibilities**

1. Reports, Dashboards and Portal Setup.

2. Configure Service Offering Reports as detailed in each Service Offering Attachment.

3. Participation in meetings to discuss processes for assignment, escalation, change management, and status communication.

4. Documentation of cloud connectivity, and documentation of authorized customer contacts.

5. Review of (Customer completed) Configuration Item information that includes each item to be supported, support identifiers, IP addresses, IDs passwords, support contract IDs and contact information, and configuration documentation.
C. Assumptions


2. Software applications and services not specifically listed in this SOW are excluded.

3. Client side network connectivity including VPN setup and configuration is the responsibility of the Customer unless Logicalis is specifically contracted for this work.

4. Customer's responsibilities for timely and proper completion of the transition and integration project will be discussed and agreed upon prior to project initiation. In order to ensure timely and proper completion of the transition and integration project and unless otherwise mutually agreed, Customer will be provided a 5-day turn-around time for required integration data. Logicalis will follow up, by phone or email, after the 5-day period to attempt to gather outstanding data. If Logicalis does not receive the data within the time period above, Logicalis will send a consultant to Customer's site, at standard T&M and travel rates, to gather the outstanding integration data.

5. All required hybrid equipment is housed on Customer's premises unless stated otherwise in this SOW.

6. Any hardware or software deployment is the responsibility of Customer, unless specifically stated herein and agreed upon by both parties.

7. Service pricing is based on a fully-deployed, functional, tested, and production-ready environment available at contract commencement. All parts of Customer's systems are subject to operational review. Logicalis reserves the right to adjust the pricing based on information found during due diligence or integration.
# Section 11. Service Offering Attachment(s)


<table>
<thead>
<tr>
<th>Name</th>
<th>Support &amp; Maintenance - Enterprise Systems - MS Office365</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marketing Name</td>
<td>Optimal Support for Office365</td>
</tr>
</tbody>
</table>

### Business Model Description

Logicalis’ Support and Maintenance Services applies to an array of vendors and technologies where Logicalis provides the first point of contact for maintenance related issues under contract. Logicalis receives and logs calls from the customer; provides remediation support; replacement parts; and on-site engineering, where included in the contract. Logicalis will engage the vendor as required for parts replacements and/or trouble shooting.

### Technology Description

Microsoft Office 365 is a cloud based suite of services that offers:
- **Exchange Online** – Industry Best Email Platform
- **Skype for Business Online** – Communication and Collaboration Platform including: IM, Presence, Remote Desktop Sharing, Remote Desktop Control, HD Online Audio and Video Calls and Online audio and video conference meetings
- **SharePoint Online**
- **Office ProPlus** – Desktop Version of Microsoft Office
- **OneDrive for Business** – SharePoint Based Users Cloud Storage
- **Yammer** - Enterprise Social Networking Site

### Service Summary

This service provides incident and request management in support of client O365 tenants and the tenant portal procured through the Microsoft CSP program.

This service does not provide troubleshooting for the operation of any of the O365 client application productivity workloads, i.e. Word, PowerPoint, Excel, OneNote, Outlook, nor of any of the AD integration, federation or synchronization products.

Some of the Benefits our customers realize are:
- Staff available during service hours to assist with issue identification, routing and resolution.
- Transparency of all work through the Integrated IT service management tools, process, and customer portal provide full transparency into the status of your issue or request and the work being done by our resources.
- Skilled and customer friendly trained and certified engineers and technicians are available over the phone, via our service portal or by email.
- Assistance resolving issues with O.365 subscription and tenant registration components.
- Assistance in answering billing questions
- Assistance with enterprise-wide/impacting issues regarding...
performance, tenant access, or connectivity issues. (Does not include individual user connectivity issues)

Service Hours Mon-Friday 0800-1700 hrs Eastern

Operating Models

<table>
<thead>
<tr>
<th>Name</th>
<th>Summary</th>
<th>Condition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hardware Replacement</td>
<td>Logicalis’ Hardware Replacement service provides replacement of faulty equipment, as determined by Logicalis, within a range of service levels depending upon the importance placed on each device.</td>
<td>Included</td>
</tr>
<tr>
<td>Incident Management</td>
<td>Procedural Resolution of Issues with Escalations and SLAs</td>
<td>Included</td>
</tr>
</tbody>
</table>

Related Service Definitions

The following Services are related to this Service Definition.

<table>
<thead>
<tr>
<th>Relationship Type</th>
<th>Related Service Definition</th>
<th>Note</th>
</tr>
</thead>
<tbody>
<tr>
<td>Complementary</td>
<td>Managed - Enterprise Systems - Azure AD Connect</td>
<td></td>
</tr>
<tr>
<td>Complementary</td>
<td>Managed - Enterprise Systems - MS Office365 Exchange</td>
<td></td>
</tr>
<tr>
<td>Complementary</td>
<td>Service Desk - Enterprise Systems - MS Office365 Exchange</td>
<td></td>
</tr>
</tbody>
</table>

Supported Items/Devices

The following devices/software are supported in this Service Definition.

<table>
<thead>
<tr>
<th>Name</th>
<th>Required Components</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>O365 Tenant Portal</td>
<td>Microsoft O365 subscription through Cloud Service Provider program</td>
<td>Administration and configuration of individual service packages such as exchange online and or SharePoint for example is not included in this service. SLAs for the O365 availability are the responsibility of Microsoft.</td>
</tr>
</tbody>
</table>

Request Fulfillments

The following Request Fulfillments are available on-demand through the Logicalis Optimal™ Management Platform:

<table>
<thead>
<tr>
<th>Name</th>
<th>Description</th>
<th>Limits</th>
<th>Request Category</th>
<th>Request Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>License Basis Change</td>
<td>Request a change in the O365 License Basis.</td>
<td></td>
<td>Contract Management</td>
<td>Routine</td>
</tr>
</tbody>
</table>
### Time and Materials Statements

Any requests not detailed within the request catalogue or any related service not described within this service offering will be assessed on a time and materials basis, this includes, but not limited to:

<table>
<thead>
<tr>
<th>Items</th>
<th>Note</th>
</tr>
</thead>
<tbody>
<tr>
<td>System Upgrades</td>
<td>Upgrades to any component or desktop top item</td>
</tr>
<tr>
<td>End user and Active Directory administration.</td>
<td>Administration of end user accounts or Active Directory policies.</td>
</tr>
<tr>
<td>On premise and or hybrid Exchange</td>
<td>Any configuration or maintenance associated with on premise Exchange devices.</td>
</tr>
<tr>
<td>Administration and configuration</td>
<td></td>
</tr>
<tr>
<td>User and system migrations</td>
<td>Migration of end user mailboxes and business data to the 0365 platform</td>
</tr>
<tr>
<td>Troubleshooting</td>
<td>Troubleshooting any compatibility issues with customer deployed software and or between on and off premise components.</td>
</tr>
<tr>
<td>Infrastructure and Topology Changes</td>
<td>Any infrastructure change that involves adjustment of the Skype for Business Topology or configuration of new functionality in O365 applications or Azure subscriptions.</td>
</tr>
</tbody>
</table>

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11.2. Service Definition – Managed – Enterprise Systems – Azure AD Connect

<table>
<thead>
<tr>
<th>Name</th>
<th>Managed - Enterprise Systems - Azure AD Connect</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Model Description</td>
<td>Logicalis’ Managed Services provides full service monitoring and management of customer’s configuration items. Managed Services includes Event Monitoring, Incident Management, Problem Management, Change Management, Reporting, Portal access etc. The Operating Model list shows the full list of services provided.</td>
</tr>
<tr>
<td>Technology Description</td>
<td>Azure AD Connect is a tool and guided experience for connecting on premises identity infrastructure to Microsoft Azure AD.</td>
</tr>
<tr>
<td>Service Summary</td>
<td>Logicalis support the Management and Monitoring of the Azure AD Connect device insuring proper synchronization of AD objects to O365.</td>
</tr>
</tbody>
</table>

Operating Models

<table>
<thead>
<tr>
<th>Name</th>
<th>Summary</th>
<th>Condition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Change Management</td>
<td>Managing Changes for Configuration Items</td>
<td>Included</td>
</tr>
<tr>
<td>Crisis Management</td>
<td>Critical Incident Management</td>
<td>Included</td>
</tr>
<tr>
<td>Incident Management</td>
<td>Procedural Resolution of Issues with Escalations and SLAs</td>
<td>Included</td>
</tr>
<tr>
<td>Monitoring &amp; Event Management</td>
<td>Monitoring Configuration Items, and Classifying and Routing Alarms</td>
<td>Included</td>
</tr>
<tr>
<td>Problem Management</td>
<td>Root Cause Discovery and Resolution Planning</td>
<td>Included</td>
</tr>
<tr>
<td>Request Fulfillment</td>
<td>Request Submissions and Fulfilment Processing</td>
<td>Included</td>
</tr>
</tbody>
</table>

Related Service Definitions

The following Services are related to this Service Definition.

<table>
<thead>
<tr>
<th>Relationship Type</th>
<th>Related Service Definition</th>
<th>Note</th>
</tr>
</thead>
<tbody>
<tr>
<td>Complementary</td>
<td>Managed - Enterprise Systems - MS Active Directory</td>
<td></td>
</tr>
<tr>
<td>Requires</td>
<td>Managed - Server - MS Windows</td>
<td>This service is an add-on service which requires the underlying Windows server be under management.</td>
</tr>
</tbody>
</table>
Supported Items/Devices

The following devices/software are supported in this Service Definition.

<table>
<thead>
<tr>
<th>Name</th>
<th>Required Components</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Azure AD Connect</td>
<td>A Microsoft supported version of Azure AD Connect, Windows 2008R2 or greater version of Windows Server.</td>
<td>Limited to the embedded SQL database. The underlying Windows Server must also be under Logicalis management.</td>
</tr>
<tr>
<td>Service</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Event Management

Remote infrastructure monitoring is provided by the Logicalis Optimal™ Management Platform, using the following severity levels as a guide for event classification:

- High - Service, system or major feature unavailable
- Medium - Service, system or major feature degraded
- Low - Minor feature degraded or unavailable

The events monitored for under this service offering are as follows:

- Application event log. Source = ADSync
- Application event log. Source = AzureActiveDirectorySyncEngine
- Azure AD Connect Health Sync Insights Service
- Azure AD Connect Health Sync Monitoring Service
- Microsoft Azure AD Sync Service
- Microsoft Online Services Sign-On Assistant Service
- Monitor Directory Synchronization Services
- SQL\SQL Express Services

Request Fulfillments

The following Request Fulfillments are available on-demand through the Logicalis Optimal™ Management Platform:

<table>
<thead>
<tr>
<th>Name</th>
<th>Description</th>
<th>Limits</th>
<th>Request Category</th>
<th>Request Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Change Synchronized OUs</td>
<td>Modify Active Directory Organizational Units to sync</td>
<td>Limited to OUs existing in Active Directory</td>
<td>System Management</td>
<td>Comprehensive</td>
</tr>
<tr>
<td>Modify sync schedule</td>
<td>Modify frequency of sync between on premises AD and Azure AD</td>
<td>Configured in d.HH:mm:ss; cannot be less than value of AllowedSyncCycleInterval parameter (30 minutes)</td>
<td>System Management</td>
<td>Comprehensive</td>
</tr>
</tbody>
</table>

Reports

The following reports are available on-demand through the Logicalis Optimal™ Management Platform:

<table>
<thead>
<tr>
<th>Name</th>
<th>Limits</th>
<th>Delivery Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>O365 Reports</td>
<td>All reports are available through the admin section of the O365 website <a href="https://portal.office.com/Home">https://portal.office.com/Home</a>.</td>
<td>Other</td>
</tr>
</tbody>
</table>
**Time and Materials Statements**

Any requests not detailed within the request catalogue or any related service not described within this service offering will be assessed on a time and materials basis, this includes, but not limited to:

<table>
<thead>
<tr>
<th>Items</th>
<th>Note</th>
</tr>
</thead>
<tbody>
<tr>
<td>Modify AD Connectivity or AD Changes</td>
<td>Any changes to AD connectivity or Domain.</td>
</tr>
</tbody>
</table>
11.3. Service Definition – Managed – Enterprise Systems – MS Office365 Exchange

<table>
<thead>
<tr>
<th>Name</th>
<th>Managed - Enterprise Systems - MS Office365 Exchange</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Model Description</td>
<td>Logicalis’ Managed Services provides full service monitoring and management of customer’s configuration items. Managed Services includes Event Monitoring, Incident Management, Problem Management, Change Management, Reporting, Portal access etc. The Operating Model list shows the full list of services provided.</td>
</tr>
<tr>
<td>Technology Description</td>
<td>Microsoft Exchange Online is a hosted messaging solution that delivers the capabilities of Microsoft Exchange Server as a cloud-based service. It gives users access to email, calendar, contacts, and tasks from PCs, the web, and mobile devices. It integrates fully with Active Directory, enabling administrators to use group policies, as well as other administration tools, to manage Exchange Online features across their environment.</td>
</tr>
</tbody>
</table>
| Service Summary             | Some of the Benefits our customers realize are:  
  • Predictable and proactive service with consistent price and defined SLAs  
  • Robust security, encryption and authorization control including management of Advanced Threat Protection where licensed  
  • Rapid standup of services using intellectual property developed over 15 years. Including detailed monitoring templates, forms, policy and service management process flows.  
  • Lower total cost of administration and ownership.  
  • Transparency of all work through the Integrated IT service management tools.  
  Availability may be subject to specific vendor licensing |

<table>
<thead>
<tr>
<th>Name</th>
<th>Summary</th>
<th>Condition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Change Management</td>
<td>Managing Changes for Configuration Items</td>
<td>Included</td>
</tr>
<tr>
<td>Crisis Management</td>
<td>Critical Incident Management</td>
<td>Included</td>
</tr>
<tr>
<td>Incident Management</td>
<td>Procedural Resolution of Issues with Escalations and SLAs</td>
<td>Included</td>
</tr>
<tr>
<td>Monitoring &amp; Event Management</td>
<td>Monitoring Configuration Items, and Classifying and Routing Alarms</td>
<td>Included</td>
</tr>
<tr>
<td>Problem Management</td>
<td>Root Cause Discovery and Resolution Planning</td>
<td>Included</td>
</tr>
</tbody>
</table>
Name | Summary | Condition
--- | --- | ---
Request Fulfillment | Request Submissions and Fulfilment Processing | Included

**Related Service Definitions**

The following Services are related to this Service Definition.

<table>
<thead>
<tr>
<th>Relationship Type</th>
<th>Related Service Definition</th>
<th>Note</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requires</td>
<td>Managed - Enterprise Systems - Azure AD Connect</td>
<td>For all hybrid O365 environments AD must be synchronized to the cloud.</td>
</tr>
</tbody>
</table>

**Supported Items/Devices**

The following devices/software are supported in this Service Definition.

<table>
<thead>
<tr>
<th>Name</th>
<th>Required Components</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exchange Online Tenant</td>
<td>Active O365 Plans</td>
<td>Features may be limited by the O365 package purchased. Reference Microsoft Supported features for your purchased license.</td>
</tr>
</tbody>
</table>

**Event Management**

Remote infrastructure monitoring is provided by the Logicalis Optimal™ Management Platform, using the following severity levels as a guide for event classification:

- **High** - Service, system or major feature unavailable
- **Medium** - Service, system or major feature degraded
- **Low** - Minor feature degraded or unavailable

The events monitored for under this service offering are as follows:

- Email round trip test
- Office 365 portal webpage monitoring

**Request Fulfillments**

The following Request Fulfillments are available on-demand through the Logicalis Optimal™ Management Platform:

<table>
<thead>
<tr>
<th>Name</th>
<th>Description</th>
<th>Limits</th>
<th>Request Category</th>
<th>Request Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Activate/Deactivate O365 Licenses</td>
<td>Activate/Deactivate O365 Licenses</td>
<td></td>
<td>User Management</td>
<td>Routine</td>
</tr>
<tr>
<td>Add Members to a Static Distribution List</td>
<td>Add mailboxes to a static distribution list</td>
<td></td>
<td>Users\Groups Management</td>
<td>Routine</td>
</tr>
<tr>
<td>Add a Public Folder</td>
<td>Create a public folder</td>
<td>Limited to a single public folder per request</td>
<td>System Management</td>
<td>Routine</td>
</tr>
<tr>
<td>Add new Licenses to O365 Tenant</td>
<td>Add new Licenses to O365 Tenant</td>
<td></td>
<td>CSP Licensing</td>
<td>Routine</td>
</tr>
<tr>
<td>Name</td>
<td>Description</td>
<td>Limits</td>
<td>Request Category</td>
<td>Request Type</td>
</tr>
<tr>
<td>----------------------------------------------------</td>
<td>------------------------------------------------------------------------------</td>
<td>---------------------------------</td>
<td>------------------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>Add/Create/Remove an accepted domain</td>
<td>Add/Create/Remove an accepted domain</td>
<td></td>
<td>System Management</td>
<td>Comprehensive</td>
</tr>
<tr>
<td>Bulk Mailbox Delegation</td>
<td>Add Full Access, Send-As, Receive-As Permissions</td>
<td></td>
<td>Users\Groups Management</td>
<td>Routine</td>
</tr>
<tr>
<td>Create New Office 365 Mailboxes</td>
<td>New Office 365 Mailboxes</td>
<td></td>
<td>Users\Groups Management</td>
<td>Routine</td>
</tr>
<tr>
<td>Create O365 Dynamic Distribution Group</td>
<td>Create O365 Dynamic Distribution Group</td>
<td>Limited to 10 groups per request</td>
<td>Users\Groups Management</td>
<td>Routine</td>
</tr>
<tr>
<td>Create a New Mail Contact</td>
<td>New Mail Contact</td>
<td></td>
<td>Users\Groups Management</td>
<td>Routine</td>
</tr>
<tr>
<td>Create static Distribution Group</td>
<td>Create a static distribution group</td>
<td></td>
<td>Users\Groups Management</td>
<td>Routine</td>
</tr>
<tr>
<td>Create/Modify/Delete Journal rule</td>
<td>Create/Modify/Delete Journal rule</td>
<td></td>
<td>System Management</td>
<td>Routine</td>
</tr>
<tr>
<td>Create/Modify/Delete policy</td>
<td>Create/Modify/Delete policy</td>
<td></td>
<td>System Management</td>
<td>Comprehensive</td>
</tr>
<tr>
<td>Create\Delete Archived Mailboxes</td>
<td>Create\Delete Archived Mailboxes</td>
<td></td>
<td>Users\Groups Management</td>
<td>Routine</td>
</tr>
<tr>
<td>Create\Delete Archived Mailboxes (Bulk)</td>
<td>Create\Delete Archived Mailboxes (Bulk)</td>
<td></td>
<td>Users\Groups Management</td>
<td>Routine</td>
</tr>
<tr>
<td>Create\Delete Send\Receive Connector</td>
<td>Create\Delete Send\Receive Connector</td>
<td></td>
<td>System Management</td>
<td>Comprehensive</td>
</tr>
<tr>
<td>Create\Modify In-Place Hold, Litigation Hold,</td>
<td>Create\Modify In-Place Hold, Litigation Hold and Preservation Policies</td>
<td>Limited to supported features in purchased plan</td>
<td>System Management</td>
<td>Comprehensive</td>
</tr>
<tr>
<td>Creation and/or modification to DNS MX records to</td>
<td>Creation and/or modification to DNS MX records to support correct message</td>
<td></td>
<td>System Management</td>
<td>Comprehensive</td>
</tr>
<tr>
<td>Delete a Public Folder</td>
<td>Delete a public folder</td>
<td>Limited to a single public folder per request</td>
<td>System Management</td>
<td>Routine</td>
</tr>
<tr>
<td>Name</td>
<td>Description</td>
<td>Limits</td>
<td>Request Category</td>
<td>Request Type</td>
</tr>
<tr>
<td>-------------------------------------------</td>
<td>------------------------------------------------------------------</td>
<td>---------------------------------------------</td>
<td>----------------------</td>
<td>--------------</td>
</tr>
<tr>
<td>Disable a Mailbox</td>
<td>Disable a mailbox</td>
<td></td>
<td>Users\Groups Management</td>
<td>Routine</td>
</tr>
<tr>
<td>E-Discovery and Export Results</td>
<td>E-Discover Messages for Compliance or Deleted Items Restoration</td>
<td>Limited to 10 Searches a Day</td>
<td>System Management</td>
<td>Comprehensive</td>
</tr>
<tr>
<td>Enable Remote Archived Mailbox on O365</td>
<td>Enable Remote Archived Mailbox On O365</td>
<td></td>
<td>Users\Groups Management</td>
<td>Comprehensive</td>
</tr>
<tr>
<td>Enable Remote Archived Mailbox on O365 (Bulk)</td>
<td>Enable Remote Archived Mailbox On O365 (Bulk)</td>
<td></td>
<td>Users\Groups Management</td>
<td>Comprehensive</td>
</tr>
<tr>
<td>Enable/Disable Advanced Threat Protection - Safe Attachments</td>
<td>Advanced Threat Protection (ATP) - safe attachments feature checks email attachments for people in your organization. When an ATP safe attachments policy is in place and someone covered by that policy views their email in Office 365, their email attachments are checked and appropriate actions are taken, based on your ATP safe attachments policies. Depending on how your policies are defined, people can continue working without ever knowing they were sent malicious files.</td>
<td>Limited to supported features in purchased plan</td>
<td>System Management</td>
<td>Routine</td>
</tr>
<tr>
<td>Enable/Disable Advanced Threat Protection - Safe Links</td>
<td>The Advanced Threat Protection (ATP) safe links feature checks to see if links in emails are malicious and then takes action to protect your organization. When an ATP safe links policy is in place and someone covered by that policy views their email in Office 365, their email links are checked and appropriate actions are taken, based on your ATP safe links policies. Depending on how your policies are defined, people can continue working without ever knowing they were sent malicious files.</td>
<td>Limited to supported features in purchased plan</td>
<td>System Management</td>
<td>Routine</td>
</tr>
<tr>
<td>Mailbox Delegation</td>
<td>Add Full Access, Send-As, Receive-As Permissions</td>
<td></td>
<td>Users\Groups Management</td>
<td>Routine</td>
</tr>
<tr>
<td>Name</td>
<td>Description</td>
<td>Limits</td>
<td>Request Category</td>
<td>Request Type</td>
</tr>
<tr>
<td>----------------------------------------</td>
<td>--------------------------------------------------------------------------------------------------</td>
<td>------------------------------------------------------------------------------------------</td>
<td>---------------------------------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>Modify a Public Folder</td>
<td>Modify a public folder, includes: • Permissions • Replication Configuration • Storage Quotas • Deleted Item Retention</td>
<td>Limited to a single public folder per request</td>
<td>System Management</td>
<td>Routine</td>
</tr>
<tr>
<td>Recover Deleted Mailbox</td>
<td>Restore a deleted mailbox</td>
<td>Limited to a single mailbox</td>
<td>Users\Groups Management</td>
<td>Routine</td>
</tr>
<tr>
<td>Remove 'Full Access' Permissions from a Mailbox</td>
<td>Remove a user account from the 'Full Access' permission for a mailbox</td>
<td></td>
<td>Users\Groups Management</td>
<td>Routine</td>
</tr>
<tr>
<td>Remove Delegation</td>
<td>Remove Full Access, Send-As, Receive-As Permissions</td>
<td></td>
<td>Users\Groups Management</td>
<td>Routine</td>
</tr>
<tr>
<td>Remove Delegation in Bulk</td>
<td>Remove Full Access, Send-As, Receive-As Permissions</td>
<td></td>
<td>Users\Groups Management</td>
<td>Routine</td>
</tr>
<tr>
<td>Remove a Distribution Group</td>
<td>Remove a distribution group</td>
<td></td>
<td>System Management</td>
<td>Routine</td>
</tr>
<tr>
<td>Remove a Mail Contact</td>
<td>Delete a mail contact or mail user</td>
<td>Limited to Cloud-only contact.</td>
<td>Users\Groups Management</td>
<td>Routine</td>
</tr>
<tr>
<td>Remove a Mailbox</td>
<td>Delete a mailbox</td>
<td></td>
<td>Users\Groups Management</td>
<td>Routine</td>
</tr>
<tr>
<td>Update Advanced Threat Protection - Safe Attachments Policy</td>
<td>Update Advanced Threat Protection (ATP) - Safe Attachments Policy</td>
<td>Limited to supported features in purchased plan</td>
<td>System Management</td>
<td>Routine</td>
</tr>
<tr>
<td>Update Advanced Threat Protection - Safe Links Policy</td>
<td>Update Advanced Threat Protection (ATP) - Safe Links Policy</td>
<td>Limited to supported features in purchased plan</td>
<td>System Management</td>
<td>Routine</td>
</tr>
<tr>
<td>Update Exchange Online Protection - Connection filter</td>
<td>Update Exchange Online Protection (EOP) - Connection filter. Connection filtering is automatically enabled company-wide via the default connection filter policy. Always allow and always block lists are by default empty unless requested to be updated.</td>
<td></td>
<td>System Management</td>
<td>Routine</td>
</tr>
<tr>
<td>Update Exchange Online Protection - Malware filter</td>
<td>Update Exchange Online Protection (EOP) - Malware filter. Malware filtering is automatically enabled company-wide via the default anti-malware policy.</td>
<td></td>
<td>System Management</td>
<td>Routine</td>
</tr>
</tbody>
</table>
Name | Description | Limits | Request Category | Request Type
---|---|---|---|---
Update Exchange Online Protection - Outbound Spam filter | Update Exchange Online Protection (EOP) - Outbound Spam filter. Spam filtering is automatically enabled company-wide via the default Spam filter. | | System Management | Routine
Update Exchange Online Protection - Spam filter | Update Exchange Online Protection (EOP) - Spam filter. Spam filtering is automatically enabled company-wide via the default Spam filter unless otherwise specified. | | System Management | Routine

Reports
The following reports are available on-demand through the Logicalis Optimal™ Management Platform:

<table>
<thead>
<tr>
<th>Name</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>O365 Reports</td>
<td>All reports are available through the admin section of the O365 website <a href="https://portal.office.com/Home">https://portal.office.com/Home</a>.</td>
</tr>
</tbody>
</table>

Notes

<table>
<thead>
<tr>
<th>Title</th>
<th>Message</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Client Software</td>
<td>Client software and devices are not included in this service.</td>
<td>Supported Devices</td>
</tr>
<tr>
<td>Exchange UM</td>
<td>Voicemail services are not included in this service.</td>
<td>Supported Devices</td>
</tr>
<tr>
<td>Required Components</td>
<td>An On-Premises Exchange server is required for this service definition to operate as an Exchange Management server. If this is not provided by the customer, additional scoping may be required.</td>
<td>Supported Devices</td>
</tr>
<tr>
<td>Required Components</td>
<td>If the customer has an On-Premises Active Directory deployment, Azure AD Connect services must also be provided by Logicalis.</td>
<td>Supported Devices</td>
</tr>
</tbody>
</table>

Time and Materials Statements
Any requests not detailed within the request catalogue or any related service not described within this service offering will be assessed on a time and materials basis, this includes, but not limited to:

<table>
<thead>
<tr>
<th>Items</th>
<th>Note</th>
</tr>
</thead>
<tbody>
<tr>
<td>On-Premises Exchange/Hybrid Server Support</td>
<td>Pre-Existing On-Premises exchange deployments are not included in this service, but may be purchased from Logicalis.</td>
</tr>
<tr>
<td>Configure Azure RMS Templates</td>
<td>This is an Architectural Change and Logicalis Professional Services will perform the task</td>
</tr>
</tbody>
</table>
11.4. Service Definition – Managed – Server – MS Windows

<table>
<thead>
<tr>
<th>Name</th>
<th>Managed - Server - MS Windows</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Model Description</td>
<td>Logicalis’ Managed Services provides full service monitoring and management of customer’s configuration items. Managed Services includes Event Monitoring, Incident Management, Problem Management, Change Management, Reporting, Portal access etc. The Operating Model list shows the full list of services provided.</td>
</tr>
<tr>
<td>Technology Description</td>
<td>A Microsoft Enterprise Operating System. Windows Server offers ease of management through its interface. Windows Server can providing server-oriented services, such as the ability to host a website, user management, resource management across users and applications, messaging, security and authorization and other server-focused services. The Windows Server web hosting environment supports major Web programming languages and databases such as PHP, MySQL, ASP.NET and MS SQL. Windows Server supports Active Server Pages (ASP) technology. Supports and integrates with all of the Microsoft enterprise suite.</td>
</tr>
</tbody>
</table>
| Service Summary             | • Easy to deploy and use through central interface  
                                • Security - Provides a secure connected infrastructure with features such as Active directory spanning the entire network, encryption capabilities, firewall  
                                • Lower TCO and costs – limited customisation and maintenance and staffing costs for customers, consolidation through virtualisation  
                                • Enterprise class performance and scalability - features such as dynamic memory, scale out/up workload support, high performance storage and back up, built in HyperV virtualisation platform for post 2008 versions  
                                • Mission critical – High availability, disaster recovery, fail over clustering, suitable for enterprise application workloads |

<table>
<thead>
<tr>
<th>Name</th>
<th>Summary</th>
<th>Condition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Change Management</td>
<td>Managing Changes for Configuration Items</td>
<td>Included</td>
</tr>
<tr>
<td>Crisis Management</td>
<td>Critical Incident Management</td>
<td>Included</td>
</tr>
<tr>
<td>Incident Management</td>
<td>Procedural Resolution of Issues with Escalations and SLAs</td>
<td>Included</td>
</tr>
<tr>
<td>Monitoring &amp; Event Management</td>
<td>Monitoring Configuration Items, and Classifying and Routing Alarms</td>
<td>Included</td>
</tr>
<tr>
<td>Problem Management</td>
<td>Root Cause Discovery and Resolution Planning</td>
<td>Included</td>
</tr>
</tbody>
</table>
## Request Fulfillment

<table>
<thead>
<tr>
<th>Name</th>
<th>Summary</th>
<th>Condition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request Fulfillment</td>
<td>Request Submissions and Fulfilment Processing</td>
<td>Included</td>
</tr>
</tbody>
</table>

## Supported Items/Devices

The following devices/software are supported in this Service Definition.

<table>
<thead>
<tr>
<th>Name</th>
<th>Required Components</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Domain Controllers</td>
<td></td>
<td>Excludes management of Active Directory</td>
</tr>
<tr>
<td>Domain Members</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Failover Cluster Nodes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>NLB Cluster Nodes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Standalone</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Windows 2008</td>
<td>Limited Standard, Enterprise, Datacenter. Excludes Core installations</td>
<td></td>
</tr>
<tr>
<td>Windows 2008 R2</td>
<td>Limited to Web, Standard, Enterprise, Datacenter Excludes Core installations</td>
<td></td>
</tr>
<tr>
<td>Windows 2012 / 2012 R2</td>
<td>Limited to Standard, Datacenter* *Other editions may be supported by request, please consult your Logicalis sales representative. Excludes Core installations</td>
<td></td>
</tr>
<tr>
<td>Windows 2016</td>
<td>Limited to Standard/Datacenter. *Other editions may be supported by request, please consult your Logicalis sales representative. Excludes Core installations</td>
<td></td>
</tr>
</tbody>
</table>

## Event Management

Remote infrastructure monitoring is provided by the Logicalis Optimal™ Management Platform, using the following severity levels as a guide for event classification:

- **High** - Service, system or major feature unavailable
- **Medium** - Service, system or major feature degraded
- **Low** - Minor feature degraded or unavailable

The events monitored for under this service offering are as follows:

- AD FS Admin Event Log
- Application Event Log
- CPU Usage (%)
- Cluster IP Connectivity (ICMP Ping)
- Connectivity (ICMP Ping)
- Disk - Free Space (%)
- Hardware
- Network Adapter Interface Discards (%)
- Network Adapter Interface Errors (%)
- Network Adapter Utilization (%)
- Node Availability
• Perfmon – AD FS - Token Requests/sec
• Perfmon – AD FS - U/P Authentication Failures/Sec
• Perfmon – AD FS - U/P Authentications/Sec
• Perfmon – AD FS Proxy – Rejected Requests/Sec
• Perfmon – AD FS Proxy – Request Latency
• Perfmon – AD FS Proxy – Requests/Sec
• Service - Automatic/Running
• Service - Microsoft FTP Service
• System Event Log

Trap Management
The following traps are generated by monitored devices and sent to the Logicalis Optimal™ Management Platform:

• Hardware monitoring

Request Fulfillments
The following Request Fulfillments are available on-demand through the Logicalis Optimal™ Management Platform:

<table>
<thead>
<tr>
<th>Name</th>
<th>Description</th>
<th>Limits</th>
<th>Request Category</th>
<th>Request Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADFS - Configure Multi-Factor Authentication Methods</td>
<td>Configure multi-factor authentication methods (Certificate Authentication and/or Azure MFA).</td>
<td>Azure MFA requires an Azure Active Directory tenant to be configured.</td>
<td>Role/Feature – Add/Remove/Modify</td>
<td>Comprehensive</td>
</tr>
<tr>
<td>ADFS - Configure Primary Authentication Methods</td>
<td>Configure authentication methods available to Intranet and Extranet.</td>
<td></td>
<td>Role/Feature – Add/Remove/Modify</td>
<td>Comprehensive</td>
</tr>
<tr>
<td>ADFS - Configure Relying Party Trusts</td>
<td>Create relying party trust using either a claims aware or non-claims aware configuration.</td>
<td></td>
<td>Role/Feature – Add/Remove/Modify</td>
<td>Comprehensive</td>
</tr>
<tr>
<td>ADFS - Create/Modify/Delete ADFS Access Control Policies</td>
<td>Create/Modify/Delete ADFS access control policies to restrict or allow users access to resources based on attributes of the request and the resource.</td>
<td></td>
<td>Role/Feature – Add/Remove/Modify</td>
<td>Comprehensive</td>
</tr>
<tr>
<td>Activate a DHCP scope</td>
<td>Activate a DHCP scope</td>
<td>Limited to servers with the DHCP server role installed</td>
<td>Role/Feature – Add/Remove/Modify</td>
<td>Routine</td>
</tr>
<tr>
<td>Add FTP Site</td>
<td>Add FTP site (configure name and content directory)</td>
<td>Limited to servers with the Web Server (IIS) role installed</td>
<td>Role/Feature – Add/Remove/Modify</td>
<td>Routine</td>
</tr>
<tr>
<td>Name</td>
<td>Description</td>
<td>Limits</td>
<td>Request Category</td>
<td>Request Type</td>
</tr>
<tr>
<td>-------------------------------------------</td>
<td>-----------------------------------------------------------------------------</td>
<td>------------------------------------------------------------------------</td>
<td>--------------------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>Add a DHCP server or scope option</td>
<td>Add an option to either the DHCP server or a DHCP scope, this includes, but not limited to (Router, DNS Servers, DNS Domain Name)</td>
<td>Limited to servers with the DHCP server role installed</td>
<td>Role/Feature – Add/Remove/Modify</td>
<td>Routine</td>
</tr>
<tr>
<td>Add a WSUS computer group</td>
<td>Create a computer group on a WSUS server</td>
<td>Limited to servers with the Windows Server Update Services role installed</td>
<td>Role/Feature – Add/Remove/Modify</td>
<td>Routine</td>
</tr>
<tr>
<td>Add a Web Site</td>
<td>Add a website (configure name, allocate application pool, configure content directory and configure binding)</td>
<td>Limited to servers with the Web Server (IIS) role installed</td>
<td>Role/Feature – Add/Remove/Modify</td>
<td>Comprehensive</td>
</tr>
<tr>
<td>Add a conditional forwarder</td>
<td>Add a conditional forwarder</td>
<td>Limited to servers with the DNS server role installed</td>
<td>Role/Feature – Add/Remove/Modify</td>
<td>Routine</td>
</tr>
<tr>
<td>Add a printer</td>
<td>Install a printer (install drivers, create queue and share)</td>
<td></td>
<td>Role/Feature – Add/Remove/Modify</td>
<td>Routine</td>
</tr>
<tr>
<td>Add a record to a lookup zone</td>
<td>Create a record within a lookup zone, forward: • Host (A or AAA) • Alias (CNAME) • Mail Exchanger (MX) • Sub-Domain • Delegation Reverse: • Pointer (PTR) • Alias (CNAME) • Delegation</td>
<td>Limited to servers with the DNS server role installed</td>
<td>Role/Feature – Add/Remove/Modify</td>
<td>Routine</td>
</tr>
<tr>
<td>Add a reservation to a DHCP scope</td>
<td>Add a DHCP reservation to a scope</td>
<td>Limited to servers with the DHCP server role installed</td>
<td>Role/Feature – Add/Remove/Modify</td>
<td>Routine</td>
</tr>
<tr>
<td>Add a server role</td>
<td>Add a server role, including configuration of basic parameters where applicable</td>
<td>Limited to roles available via the OEM operating system media. Excludes configuration of basic parameters to Active Directory roles.</td>
<td>Role/Feature – Add/Remove/Modify</td>
<td>Comprehensive</td>
</tr>
<tr>
<td>Name</td>
<td>Description</td>
<td>Limits</td>
<td>Request Category</td>
<td>Request Type</td>
</tr>
<tr>
<td>----------------------------------------------------</td>
<td>-----------------------------------------------------------------------------</td>
<td>----------------------------------------------------------------------</td>
<td>-----------------------------------------------------</td>
<td>------------------</td>
</tr>
<tr>
<td>Add an exclusion range to a DHCP scope</td>
<td>Add a new exclusion range to an existing DHCP scope</td>
<td>Limited to servers with the DHCP server role installed</td>
<td>Role/Feature – Add/Remove/Modify</td>
<td>Routine</td>
</tr>
<tr>
<td>Add users to a local group</td>
<td>Add users to a group</td>
<td></td>
<td>User/Group Management</td>
<td>Routine</td>
</tr>
<tr>
<td>Apply OS Service Packs</td>
<td>Install the latest Service Pack for the Operating System Note: Service packs will not be automatically installed upon release, but will be installed with the customer’s approval, and scheduled for an appropriate maintenance window as needed.</td>
<td></td>
<td>Server Maintenance</td>
<td>Comprehensive</td>
</tr>
<tr>
<td>Assign a computer to a WSUS computer group</td>
<td>Assign / reassign group membership of a computer on a WSUS server</td>
<td>Limited to servers with the Windows Server Update Services role installed</td>
<td>Role/Feature – Add/Remove/Modify</td>
<td>Routine</td>
</tr>
<tr>
<td>Configure FTP parameters</td>
<td>Configure FTP parameters: • FTP Authentication • FTP Authorisation • FTP Directory Browsing • FTP Logging • FTP Request Filtering • FTP SSL Settings • FTP User Isolation</td>
<td>Limited to servers with the Web Server (IIS) role installed</td>
<td>Role/Feature – Add/Remove/Modify</td>
<td>Comprehensive</td>
</tr>
<tr>
<td>Configure WSUS synchronization schedule</td>
<td>Configure / Modify the synchronization schedule parameters for a WSUS server</td>
<td>Limited to servers with the Windows Server Update Services role installed</td>
<td>Role/Feature – Add/Remove/Modify</td>
<td>Routine</td>
</tr>
<tr>
<td>Configure WSUS update source</td>
<td>Configure / Modify the update source server and proxy server configurations for a WSUS server</td>
<td>Limited to servers with the Windows Server Update Services role installed</td>
<td>Role/Feature – Add/Remove/Modify</td>
<td>Comprehensive</td>
</tr>
<tr>
<td>Create a DHCP scope</td>
<td>Create a DHCP scope, including address pool, exclusions and scope options</td>
<td>Limited to servers with the DHCP server role installed</td>
<td>Role/Feature – Add/Remove/Modify</td>
<td>Comprehensive</td>
</tr>
<tr>
<td>Name</td>
<td>Description</td>
<td>Limits</td>
<td>Request Category</td>
<td>Request Type</td>
</tr>
<tr>
<td>-----------------------------------------</td>
<td>----------------------------------------------------------------------------------------</td>
<td>------------------------------------------------------------------------</td>
<td>-------------------------------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>Create a Forward Lookup Zone</td>
<td>Create a forward lookup zone</td>
<td>Limited to servers with the DNS server role installed</td>
<td>Role/Feature – Add/Remove/Modify</td>
<td>Comprehensive</td>
</tr>
<tr>
<td>Create a Reverse Lookup Zone</td>
<td>Create a reverse lookup zone</td>
<td>Limited to servers with the DNS server role installed</td>
<td>Role/Feature – Add/Remove/Modify</td>
<td>Comprehensive</td>
</tr>
<tr>
<td>Create a WSUS automatic approval rule</td>
<td>Create a new automatic approval rule</td>
<td>Limited to servers with the Windows Server Update Services role installed Excludes troubleshooting of patch targets</td>
<td>Role/Feature – Add/Remove/Modify</td>
<td>Comprehensive</td>
</tr>
<tr>
<td>Create a local group</td>
<td>Add a new group on the server</td>
<td></td>
<td>User/Group Management</td>
<td>Routine</td>
</tr>
<tr>
<td>Create a local user</td>
<td>Add a new user / service account to the server</td>
<td></td>
<td>User/Group Management</td>
<td>Routine</td>
</tr>
<tr>
<td>Create a quota</td>
<td>Create a quota and allocate to a folder</td>
<td></td>
<td>Role/Feature – Add/Remove/Modify</td>
<td>Comprehensive</td>
</tr>
<tr>
<td>Create a share</td>
<td>Create a share and allocate access to users/groups</td>
<td></td>
<td>Role/Feature – Add/Remove/Modify</td>
<td>Routine</td>
</tr>
<tr>
<td>Create a volume</td>
<td>Create a new volume and assign a drive letter</td>
<td>Limited to disks with available free space, any additional disks / space required must be allocated prior to creating the volume</td>
<td>Server Maintenance</td>
<td>Comprehensive</td>
</tr>
<tr>
<td>Deactivate a DHCP scope</td>
<td>Deactivate a DHCP scope</td>
<td>Limited to servers with the DHCP server role installed</td>
<td>Deactivate a DHCP scope</td>
<td>Routine</td>
</tr>
<tr>
<td>Delete a DHCP scope</td>
<td>Delete a DHCP scope</td>
<td>Limited to servers with the DHCP server role installed</td>
<td>Role/Feature – Add/Remove/Modify</td>
<td>Comprehensive</td>
</tr>
<tr>
<td>Delete a WSUS computer group</td>
<td>Delete a computer group from a WSUS server</td>
<td>Limited to servers with the Windows Server Update Services role installed</td>
<td>Role/Feature – Add/Remove/Modify</td>
<td>Routine</td>
</tr>
<tr>
<td>Name</td>
<td>Description</td>
<td>Limits</td>
<td>Request Category</td>
<td>Request Type</td>
</tr>
<tr>
<td>-------------------------------------------</td>
<td>------------------------------------------------------------------------------</td>
<td>------------------------------------------------------------------------</td>
<td>-----------------------------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>Delete a computer from a WSUS server</td>
<td>Delete a computer from a WSUS server</td>
<td>Limited to servers with the Windows Server Update Services role installed</td>
<td>Role/Feature – Add/Remove/Modify</td>
<td>Routine</td>
</tr>
<tr>
<td>Delete a local group</td>
<td>Remove an existing group from the server</td>
<td></td>
<td>User/Group Management</td>
<td>Routine</td>
</tr>
<tr>
<td>Delete a local user</td>
<td>Remove an existing user / service account from the server</td>
<td></td>
<td>User/Group Management</td>
<td>Routine</td>
</tr>
<tr>
<td>Delete a quota</td>
<td>Remove a quota</td>
<td></td>
<td>Role/Feature – Add/Remove/Modify</td>
<td>Routine</td>
</tr>
<tr>
<td>Edit a quota</td>
<td>Edit a quota's properties</td>
<td></td>
<td>Role/Feature – Add/Remove/Modify</td>
<td>Comprehensive</td>
</tr>
<tr>
<td>Extend a volume</td>
<td>Increase the size of an existing volume</td>
<td>Limited to disks with available free space, any additional space required must be allocated to the disk prior to extending the volume.</td>
<td>Server Maintenance</td>
<td>Comprehensive</td>
</tr>
<tr>
<td>Install SSL Certificate</td>
<td>Create certificate signing request (CSR) and apply the certificate</td>
<td>Limited to servers with the Web Server (IIS) role installed, Excludes interaction with the certificate authority (CA)</td>
<td>Role/Feature – Add/Remove/Modify</td>
<td>Comprehensive</td>
</tr>
<tr>
<td>Modify DNS server parameters</td>
<td>Modify DNS server parameters, e.g. • Forwarders • Server options • Root hints • Trust anchors (DNSSEC)</td>
<td>Limited to servers with the DNS server role installed</td>
<td>Role/Feature – Add/Remove/Modify</td>
<td>Comprehensive</td>
</tr>
<tr>
<td>Modify a WSUS automatic approval rule</td>
<td>Modify an existing automatic approval rule</td>
<td>Limited to servers with the Windows Server Update Services role installed, Excludes troubleshooting of patch targets</td>
<td>Role/Feature – Add/Remove/Modify</td>
<td>Comprehensive</td>
</tr>
<tr>
<td>Modify access rights to a share</td>
<td>Modify the access rights to a share (users/groups)</td>
<td></td>
<td>Role/Feature – Add/Remove/Modify</td>
<td>Routine</td>
</tr>
<tr>
<td>Name</td>
<td>Description</td>
<td>Limits</td>
<td>Request Category</td>
<td>Request Type</td>
</tr>
<tr>
<td>-------------------------------------------</td>
<td>-----------------------------------------------------------------------------</td>
<td>----------------------------------------------------------------------</td>
<td>----------------------------------------</td>
<td>----------------</td>
</tr>
<tr>
<td>Modify an existing DHCP server or scope option</td>
<td>Modify the value of an existing option on either the DHCP server or scope</td>
<td>Limited to servers with the DHCP server role installed</td>
<td>Role/Feature – Add/Remove/Modify</td>
<td>Routine</td>
</tr>
<tr>
<td>Modify an existing exclusion range within a DHCP scope</td>
<td>Modify an existing exclusion range</td>
<td>Limited to servers with the DHCP server role installed</td>
<td>Role/Feature – Add/Remove/Modify</td>
<td>Routine</td>
</tr>
<tr>
<td>Move cluster resource group</td>
<td>Move a cluster resource group to an alternate cluster node</td>
<td>Limited to servers running in a cluster</td>
<td>Server Maintenance</td>
<td>Routine</td>
</tr>
<tr>
<td>Remove FTP Site</td>
<td>Remove FTP site</td>
<td>Limited to servers with the Web Server (IIS) role installed</td>
<td>Role/Feature – Add/Remove/Modify</td>
<td>Routine</td>
</tr>
<tr>
<td>Remove Web Site</td>
<td>Remove website</td>
<td>Limited to servers with the Web Server (IIS) role installed</td>
<td>Role/Feature – Add/Remove/Modify</td>
<td>Routine</td>
</tr>
<tr>
<td>Remove a DHCP server or scope option</td>
<td>Remove a DHCP option from either the server or scope</td>
<td>Limited to servers with the DHCP server role installed</td>
<td>Role/Feature – Add/Remove/Modify</td>
<td>Routine</td>
</tr>
<tr>
<td>Remove a Forward Lookup Zone</td>
<td>Remove a forward lookup zone</td>
<td>Limited to servers with the DNS server role installed</td>
<td>Role/Feature – Add/Remove/Modify</td>
<td>Comprehensive</td>
</tr>
<tr>
<td>Remove a Reverse Lookup Zone</td>
<td>Remove a reverse lookup zone</td>
<td>Limited to servers with the DNS server role installed</td>
<td>Role/Feature – Add/Remove/Modify</td>
<td>Comprehensive</td>
</tr>
<tr>
<td>Remove a WSUS automatic approval rule</td>
<td>Delete an existing automatic approval rule</td>
<td>Limited to servers with the Windows Server Update Services role installed</td>
<td>Role/Feature – Add/Remove/Modify</td>
<td>Routine</td>
</tr>
<tr>
<td>Remove a conditional forwarder</td>
<td>Remove a conditional forwarder</td>
<td>Limited to servers with the DNS server role installed</td>
<td>Role/Feature – Add/Remove/Modify</td>
<td>Routine</td>
</tr>
<tr>
<td>Remove a printer</td>
<td>Remove a printer</td>
<td></td>
<td>Role/Feature – Add/Remove/Modify</td>
<td>Routine</td>
</tr>
<tr>
<td>Remove a record from a lookup zone</td>
<td>Remove a record from a lookup zone</td>
<td>Limited to servers with the DNS server role installed</td>
<td>Role/Feature – Add/Remove/Modify</td>
<td>Routine</td>
</tr>
<tr>
<td>Name</td>
<td>Description</td>
<td>Limits</td>
<td>Request Category</td>
<td>Request Type</td>
</tr>
<tr>
<td>-------------------------------------------</td>
<td>----------------------------------------------------------</td>
<td>----------------------------------------------------------------------</td>
<td>---------------------------------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>Remove a reservation from a DHCP scope</td>
<td>Remove a DHCP reservation from a scope</td>
<td>Limited to servers with the DHCP server role installed</td>
<td>Role/Feature – Add/Remove/Modify</td>
<td>Routine</td>
</tr>
<tr>
<td>Remove a server role</td>
<td>Remove a server role</td>
<td>Role/Feature – Add/Remove/Modify</td>
<td>Comprehensive</td>
<td></td>
</tr>
<tr>
<td>Remove a share</td>
<td>Remove a share</td>
<td>Role/Feature – Add/Remove/Modify</td>
<td>Routine</td>
<td></td>
</tr>
<tr>
<td>Remove an exclusion range from a DHCP scope</td>
<td>Remove an exclusion range from a DHCP scope</td>
<td>Limited to servers with the DHCP server role installed</td>
<td>Role/Feature – Add/Remove/Modify</td>
<td>Routine</td>
</tr>
<tr>
<td>Remove users from a local group</td>
<td>Remove users from a group</td>
<td>User/Group Management</td>
<td>Routine</td>
<td></td>
</tr>
<tr>
<td>Reset a local user password</td>
<td>Reset a local user password</td>
<td>User/Group Management</td>
<td>Routine</td>
<td></td>
</tr>
<tr>
<td>Restart IIS Services</td>
<td>Restart IIS services</td>
<td>Limited to servers with the Web Server (IIS) role installed</td>
<td>Server Maintenance</td>
<td>Routine</td>
</tr>
<tr>
<td>System Reboot</td>
<td>Schedule a reboot the system</td>
<td>Excludes rebooting of the device during incident resolution</td>
<td>Server Maintenance</td>
<td>Routine</td>
</tr>
<tr>
<td>System Security Patching</td>
<td>Apply security patches monthly following the Microsoft release</td>
<td>Limited to security-only monthly cumulative update and is a mandatory part of our service to protect all clients. NOTE: Customers that are missing more than 4 months’ worth of patches will be charged T&amp;M to bring the servers up to current patch level.</td>
<td>Server Maintenance</td>
<td>Routine</td>
</tr>
</tbody>
</table>
### Reports

The following reports are available on-demand through the Logicalis Optimal™ Management Platform:

<table>
<thead>
<tr>
<th>Name</th>
<th>Limits</th>
<th>Delivery Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>PerfMon Counter - PhysicalDisk &gt; Avg. Disk Queue Length</td>
<td>Ad-hoc report only</td>
<td>Portal</td>
</tr>
<tr>
<td>Process CPU Utilization - Average CPU consumed by one process exceeds 60% over 1 hour.</td>
<td></td>
<td>Portal</td>
</tr>
<tr>
<td>Server Disk Space Usage</td>
<td></td>
<td>Portal</td>
</tr>
<tr>
<td>Server Load 1 hour average</td>
<td></td>
<td>Portal</td>
</tr>
<tr>
<td>Server Memory Utilization - Memory utilization exceeds 85% of total physical and virtual memory for 30 minutes.</td>
<td></td>
<td>Portal</td>
</tr>
<tr>
<td>System Availability</td>
<td></td>
<td>Portal</td>
</tr>
<tr>
<td>System disk utilization (space)</td>
<td></td>
<td>Portal</td>
</tr>
<tr>
<td>Top 10 Memory Paging Systems</td>
<td></td>
<td>Portal</td>
</tr>
<tr>
<td>Top 10 Server Disk Space</td>
<td></td>
<td>Portal</td>
</tr>
<tr>
<td>Top 10 Servers By Physical Memory Usage</td>
<td></td>
<td>Portal</td>
</tr>
<tr>
<td>Top 10 Servers by CPU Usage</td>
<td></td>
<td>Portal</td>
</tr>
<tr>
<td>Windows Application Log Errors - Any event in the application log with the severity of &quot;Error&quot; and a source of &quot;Application Error&quot; Event ID 1000</td>
<td></td>
<td>Portal</td>
</tr>
<tr>
<td>Windows System Log Errors - Any event in the System log with severity of &quot;Error&quot;</td>
<td></td>
<td>Portal</td>
</tr>
</tbody>
</table>

### Notes

<table>
<thead>
<tr>
<th>Title</th>
<th>Message</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADFS Support</td>
<td>Support of ADFS is limited to integration with customer's Office 365, Azure B2B, and SharePoint. Additional applications may be supported on case-by-case basis.</td>
<td>Supported Devices</td>
</tr>
<tr>
<td>Clustering</td>
<td>Each cluster node is priced and contracted as a separate server, and must be allocated the same support / criticality level</td>
<td>Event Management</td>
</tr>
<tr>
<td>File System Utilization</td>
<td>By default, new volumes discovered on a server are not automatically added to monitoring; the customer must notify us if they wish to add a volume to monitoring. The customer may request automatic volume discovery be enabled on a server basis.</td>
<td>Event Management</td>
</tr>
<tr>
<td>Hardware</td>
<td>Monitoring for physical server component alarms, as supported by the hardware vendor (installation of vendor management agents may be required). The server must be WHEA compliant, and the Operating System must be Windows 2008 or later.</td>
<td>Event Management</td>
</tr>
<tr>
<td>Server Roles</td>
<td>The addition of a server role does not indicate that it is supported by Logicalis, please refer to the request fulfilment catalogue for a list of supported actions</td>
<td>Request Fulfillment</td>
</tr>
</tbody>
</table>
Time and Materials Statements

Any requests not detailed within the request catalogue or any related service not described within this service offering will be assessed on a time and materials basis, this includes, but not limited to:

<table>
<thead>
<tr>
<th>Items</th>
<th>Note</th>
</tr>
</thead>
<tbody>
<tr>
<td>Installation and/or configuration of an operating system</td>
<td>The customer must provide a minimum of 7 working days’ notice and is responsible for provision of install media and licensing as required.</td>
</tr>
<tr>
<td>Installation of third party applications and services</td>
<td></td>
</tr>
<tr>
<td>Management of servers running the following server roles: • HyperV • Remote Desktop Services • Remote Installation Services</td>
<td>Unless supported under an appropriate additional services contract</td>
</tr>
<tr>
<td>Installation of Microsoft applications and/or services</td>
<td></td>
</tr>
<tr>
<td>Management of additional Microsoft applications and/or services not detailed within this service offering.</td>
<td>Unless supported under an appropriate additional services contract. Where no appropriate additional service contract exists, supported may be offered on an ad hoc, best effort basis.</td>
</tr>
<tr>
<td>Backup and restore requests</td>
<td>Unless supported under an appropriate additional services contract</td>
</tr>
<tr>
<td>Website / Page development</td>
<td></td>
</tr>
<tr>
<td>Operating System Upgrade</td>
<td>Upgrade to an operating system revision</td>
</tr>
<tr>
<td>Install hardware firmware / software updates</td>
<td>Implement hardware firmware / software updates (this includes virtual hardware, e.g. VMTools)</td>
</tr>
<tr>
<td>Failover cluster modifications</td>
<td>Adding, removing nodes from a cluster and creation, modification or deletion of cluster resource groups</td>
</tr>
<tr>
<td>Decrease the size of an existing volume.</td>
<td>Classified as T&amp;M due to the potential complexity and possibility of backup/restore of data to the new smaller volume.</td>
</tr>
</tbody>
</table>

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11.5. Service Definition – Azure Active Directory

**Version 1.1.1**

<table>
<thead>
<tr>
<th>Name</th>
<th>Managed - Enterprise Systems - Azure Active Directory</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Business Model Description</strong></td>
<td>Logicalis’ Managed Services provides full service monitoring and management of customer’s configuration items. Managed Services includes Event Monitoring, Incident Management, Problem Management, Change Management, Reporting, Portal access etc. The Operating Model list shows the full list of services provided.</td>
</tr>
<tr>
<td><strong>Technology Description</strong></td>
<td>Azure Active Directory (Azure AD) is Microsoft's multi-tenant, cloud based directory and identity management service. Azure AD combines core directory services, advanced identity governance, and application access management. Azure AD also offers a rich, standards-based platform that enables developers to deliver access control to their applications, based on centralized policy and rules.</td>
</tr>
<tr>
<td><strong>Service Summary</strong></td>
<td>Managed services for Azure Active Directory service. This is in the cloud and we are not able to manage Windows underneath it.</td>
</tr>
</tbody>
</table>

**Operating Models**

<table>
<thead>
<tr>
<th>Name</th>
<th>Summary</th>
<th>Condition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Change Management</td>
<td>Managing Changes for Configuration Items</td>
<td>Included</td>
</tr>
<tr>
<td>Crisis Management</td>
<td>Critical Incident Management</td>
<td>Included</td>
</tr>
<tr>
<td>Incident Management</td>
<td>Procedural Resolution of Issues with Escalations and SLAs</td>
<td>Included</td>
</tr>
<tr>
<td>Monitoring &amp; Event Management</td>
<td>Monitoring Configuration Items, and Classifying and Routing Alarms</td>
<td>Included</td>
</tr>
<tr>
<td>Problem Management</td>
<td>Root Cause Discovery and Resolution Planning</td>
<td>Included</td>
</tr>
<tr>
<td>Request Fulfillment</td>
<td>Request Submissions and Fulfilment Processing</td>
<td>Included</td>
</tr>
</tbody>
</table>

**Event Management**

Remote infrastructure monitoring is provided by the Logicalis Optimal™ Management Platform, using the following severity levels as a guide for event classification:

- **High** - Service, system or major feature unavailable
- **Medium** - Service, system or major feature degraded
- **Low** - Minor feature degraded or unavailable

The events monitored for under this service offering are as follows:

- Azure AD Status
- Login Failures
- Login Request
- Logon Response Time

**Request Fulfillments**

The following Request Fulfillments are available on-demand through the Logicalis Optimal™ Management Platform:

<table>
<thead>
<tr>
<th>Name</th>
<th>Description</th>
<th>Limits</th>
<th>Request Category</th>
<th>Request Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Add a guest user(s)</td>
<td>Add a guest user account(s) (B2B or B2C).</td>
<td>Manage Users and Groups</td>
<td>Routine</td>
<td></td>
</tr>
<tr>
<td>Add new group(s)</td>
<td>Add a new Azure AD group(s).</td>
<td>Manage Users and Groups</td>
<td>Routine</td>
<td></td>
</tr>
<tr>
<td>Add new user(s)</td>
<td>Add a new Azure AD user(s) account.</td>
<td>Manage Users and Groups</td>
<td>Routine</td>
<td></td>
</tr>
<tr>
<td>Add/Remove custom domain names</td>
<td>Add or remove a custom domain to Azure AD.</td>
<td>Manage Global Settings</td>
<td>Comprehensive</td>
<td></td>
</tr>
<tr>
<td>Add/Remove user(s) from group(s)</td>
<td>Add or remove user accounts from Azure AD group(s).</td>
<td>Manage Users and Groups</td>
<td>Routine</td>
<td></td>
</tr>
<tr>
<td>Assign/Remove directory role(s)</td>
<td>Assign or remove directory role(s) from an Azure AD user account.</td>
<td>Manage Users and Groups</td>
<td>Routine</td>
<td></td>
</tr>
<tr>
<td>Assign/Remove user licenses</td>
<td>Assign or remove licenses from Azure AD user account(s).</td>
<td>Manage Users and Groups</td>
<td>Routine</td>
<td></td>
</tr>
<tr>
<td>Configure Azure AD user settings</td>
<td>Configure enterprise applications, app registrations, external users, and administration portal settings.</td>
<td>Manage Users and Groups</td>
<td>Comprehensive</td>
<td></td>
</tr>
<tr>
<td>Configure company branding</td>
<td>Configure the text and graphics users will see when they sign in to Azure AD.</td>
<td>Manage Global Settings</td>
<td>Routine</td>
<td></td>
</tr>
<tr>
<td>Configure customization of password reset link</td>
<td>Configure the “Contact your administrator” link that normally allows users to contact a service desk administrator directly is overridden to point to a custom location.</td>
<td>Manage Global Settings</td>
<td>Comprehensive</td>
<td></td>
</tr>
<tr>
<td>Configure general group settings</td>
<td>Including, but not limited to self-service group management, users can create security groups, user allowed to manage security groups, users can create Office 365 groups, users allowed to manage Office 365 groups, enable the “All Users” group.</td>
<td>Manage Users and Groups</td>
<td>Comprehensive</td>
<td></td>
</tr>
<tr>
<td>Name</td>
<td>Description</td>
<td>Limits</td>
<td>Request Category</td>
<td>Request Type</td>
</tr>
<tr>
<td>-------------------------------------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>------------------</td>
<td>-----------------------------------------</td>
<td>---------------</td>
</tr>
<tr>
<td>Configure global device settings</td>
<td>Including, but not limited to allowing users to join device to Azure AD, additional local administrators on Azure AD joined devices, users may register their devices with Azure AD, require MFA to join devices, maximum number of devices per user, users may sync settings and app data across devices (selective enablement possible with Azure AD premium).</td>
<td>Manage Global Settings</td>
<td>Manage Global Settings</td>
<td>Comprehensive</td>
</tr>
<tr>
<td>Configure group expiration</td>
<td>Configure group lifetime (in days), email contact for groups with no owners, and enable expiration for selected Office 365 groups.</td>
<td>Manage Users and Groups</td>
<td>Manage Global Settings</td>
<td>Comprehensive</td>
</tr>
<tr>
<td>Configure notifications for self-service password resets</td>
<td>Configure if users receive an email to their primary and alternate email address when their password has been reset via self-service. Configure notification of all admins when other admins reset their password.</td>
<td>Manage Global Settings</td>
<td>Manage Global Settings</td>
<td>Comprehensive</td>
</tr>
<tr>
<td>Configure registration for self-service password reset</td>
<td>Configure whether unregistered users are prompted to register their own authentication information and the number of days before users are asked to re-confirm their authentication information.</td>
<td>Manage Global Settings</td>
<td>Manage Global Settings</td>
<td>Comprehensive</td>
</tr>
<tr>
<td>Configure required authentication methods for self-service password resets</td>
<td>Configure the type (email, mobile phone, office phone, security questions) and quantity required (1 or 2) to perform self-service password reset.</td>
<td>Manage Global Settings</td>
<td>Manage Global Settings</td>
<td>Comprehensive</td>
</tr>
<tr>
<td>Configure self-service password reset to limited users</td>
<td>Configure self-service password reset to a limited group of users.</td>
<td>Manage Global Settings</td>
<td>Manage Global Settings</td>
<td>Comprehensive</td>
</tr>
<tr>
<td>Configure user profile(s)</td>
<td>Configure Azure AD user profile(s).</td>
<td>Manage Users and Groups</td>
<td>Manage Users and Groups</td>
<td>Routine</td>
</tr>
<tr>
<td>Create/Modify conditional access policies</td>
<td>Enforce controls on the access to apps in your environment based on specific conditions setup in the conditional access policy.</td>
<td>Manage Global Settings</td>
<td>Manage Global Settings</td>
<td>Comprehensive</td>
</tr>
<tr>
<td>Create/Modify/Delete Azure Enterprise application</td>
<td>Create/Modify/Delete an Azure enterprise application</td>
<td>Manage Global Settings</td>
<td>Manage Global Settings</td>
<td>Comprehensive</td>
</tr>
<tr>
<td>Enable/Disable self-service password reset</td>
<td>Enable/disable self-service password reset for users that have an office phone, mobile phone, or alternate email address configured in their profile.</td>
<td>Manage Global Settings</td>
<td>Manage Global Settings</td>
<td>Comprehensive</td>
</tr>
</tbody>
</table>
**Name** | **Description** | **Limits** | **Request Category** | **Request Type**
--- | --- | --- | --- | ---
Manage/Disable/Delete user device(s) | Manage/disable/delete user device(s) for Azure AD user account(s). | Manage Users and Groups | Routine | 

**Reports**
The following reports are available on-demand through the Logicalis Optimal™ Management Platform:

<table>
<thead>
<tr>
<th>Name</th>
<th>Limits</th>
<th>Delivery Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Login Response Time</td>
<td></td>
<td>Portal</td>
</tr>
<tr>
<td>Sign-In Activity</td>
<td></td>
<td>Portal</td>
</tr>
</tbody>
</table>

**Setup and Integration Requirements**
Provides a summarised list of requirements that must to be met by the customer in order for Logicalis to setup, transition and operate the service:

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Service Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account with administrative permissions in the customers Azure AD</td>
<td>Management</td>
</tr>
</tbody>
</table>

**Notes**

<table>
<thead>
<tr>
<th>Title</th>
<th>Message</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>End user device support</td>
<td>End user device support is not included in this service definition</td>
<td>Supported Devices</td>
</tr>
</tbody>
</table>

**Time and Materials Statements**
Any requests not detailed within the request catalogue or any related service not described within this service offering will be assessed on a time and materials basis, this includes, but not limited to:

<table>
<thead>
<tr>
<th>Items</th>
<th>Note</th>
</tr>
</thead>
<tbody>
<tr>
<td>Configuration of AD sync</td>
<td>Setup of Azure identity sync from on-premises directory is T&amp;M</td>
</tr>
</tbody>
</table>

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Section 12. Appendices

Appendix A. General Information
Appendix A. General Information

Contacts

Local Contact
Al Robles
Account Executive
3500 Lacey Road Suite 200
Downers Grove, IL 60515
al.robles@us.logicalis.com

Legal Notices
Logicalis, Inc.
ATTN: Legal Services
2600 S. Telegraph Road, Suite 200
Bloomfield Hills, MI 48302

Document Information

File Name
DUPA9011913

Creation Date
March 5, 2018

Print Date
September 21, 2018

Copyright Information

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Freedom of Information

Many of Logicalis’ customers are in the public sector and Logicalis is well aware of the obligations imposed on its public sector customers by the United States Freedom of Information Act (‘FOIA’). Logicalis’ policy is to co-operate with its public sector customers to assist them in meeting their obligations under the FOIA.

Logicalis considers that the following sections of this SOW are confidential or commercially sensitive and that disclosure of all or part of the information contained in these sections may harm Logicalis’ commercial interests:

Solution Design: The solution has been derived from the intellectual effort, knowhow and expertise of Logicalis staff and consultants and may contain proposals that are original or innovative. The disclosure of this information to Logicalis’ competitors may give them an unfair advantage in competing with Logicalis in future similar projects.

Costs Section: Disclosure of Logicalis’ costs to competitors is likely to give those competitors an unfair advantage in competing against Logicalis in future bids and may reduce the competitiveness of future tenders.
Customer References: Information relating to customers is frequently protected by confidentiality obligations where disclosure is permitted only for specified purposes, such as providing details to potential new customers. Disclosure of this information to others may be in breach of these confidentiality obligations and disclosure of this information to competitors may harm Logicalis’ commercial interests by assisting competitors to compete for business from those customers.
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.

<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>

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

Title

Date

Finish additional sheets if necessary. Sign each sheet and number each page. Page _______ of ________ (total number of pages)
Purchase Requisition
Procurement Services Division

<table>
<thead>
<tr>
<th>Send Purchase Order To:</th>
<th>Vendor: Advent Systems Inc.</th>
<th>Vendor #: 10691</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Yassine Dich</td>
<td>Email: <a href="mailto:Yassine_d@adventsystems.com">Yassine_d@adventsystems.com</a></td>
<td></td>
</tr>
<tr>
<td>Address: 435 W. Fullerton Av.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City: Elmhurst</td>
<td>State: IL</td>
<td>Zip: 60126</td>
</tr>
<tr>
<td>Phone: 630-279-7171</td>
<td>Fax: 630-279-7676</td>
<td></td>
</tr>
</tbody>
</table>

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<th>F.O.B.</th>
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<tr>
<td>Vendor: Advent Systems Inc.</td>
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<td>Dept: OHSEM</td>
</tr>
<tr>
<td>Attn: Yassine Dich</td>
<td>Email: <a href="mailto:Yassine_d@adventsystems.com">Yassine_d@adventsystems.com</a></td>
<td></td>
</tr>
<tr>
<td>Address: 435 W. Fullerton Av.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City: Elmhurst</td>
<td>State: IL</td>
<td>Zip: 60126</td>
</tr>
<tr>
<td>Phone: 630-279-7171</td>
<td>Fax: 630-279-7676</td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Send Invoices To:</th>
<th>Dept: HOSE</th>
<th>Division: Security</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Keith Briggs</td>
<td>Email: <a href="mailto:keith.briggs@dupageco.org">keith.briggs@dupageco.org</a></td>
<td></td>
</tr>
<tr>
<td>Address: 421 N. County Farm Rd.</td>
<td>Room: 1-700A</td>
<td></td>
</tr>
<tr>
<td>City: Wheaton</td>
<td>State: IL</td>
<td>Zip: 60187</td>
</tr>
<tr>
<td>Phone: 630-407-5225</td>
<td>Fax: 630-407-5250</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Send To:</th>
<th>Ship To:</th>
<th>PO 20 Delivery Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor: Advent Systems Inc.</td>
<td>Vendor #:</td>
<td>Dept: OHSEM</td>
</tr>
<tr>
<td>Attn: Yassine Dich</td>
<td>Email: <a href="mailto:Yassine_d@adventsystems.com">Yassine_d@adventsystems.com</a></td>
<td></td>
</tr>
<tr>
<td>Address: 435 W. Fullerton Av.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City: Elmhurst</td>
<td>State: IL</td>
<td>Zip: 60126</td>
</tr>
<tr>
<td>Phone: 630-279-7171</td>
<td>Fax: 630-279-7676</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Use for PO25 only:</th>
<th>Contract Administrator</th>
<th>Keith Briggs</th>
</tr>
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</table>

<table>
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<th>FY</th>
<th>Dept #</th>
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<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
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<th>Extension</th>
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<td></td>
<td>44,260.00</td>
<td>44,260.00</td>
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</table>

Requisition Total $ 44,260.00

Header Comments (these comments will appear on the PO20 and PO25 Purchase Order):
Proximity Access Control Systems Maintenance and Repair Contract

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):
Procurement Review Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

Vendor #: 10691  Phone: 630-407-5225  Assigned Committee: Judicial/Public Safety
Dept: OHSEM/Security  Contact: Keith Briggs 

Description of Procurement/Scope of Work/Background: Annual Contract to maintain and repair security systems, cameras, DVR's, and access control systems across the campus.

Reason for Procurement: To maintain and repair the campus Proximity Access Control Systems. The current contract expires on 11/30/2018

FUNDING SOURCE:
[ ] Procurement budgeted for (FY and budget code(s)): 1000-1130-53370-0000
[ ] 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 # 17-183-BF
[ ] 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
[ ] 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)

Keith Briggs  Sep 27, 2018  Recommended for Approval  g/27/#
Prepared By  Date  IT Approval, if required  Date

REVIEWS BY (Initials Only)

Buyer  Date  Procurement Officer  Date

Chief Financial Officer  Date  Chairman’s Office  Date

(Decision Memos Over $25,000)  (Decision Memos Over $25,000)
This agreement, made and entered into by the County of DuPage, Department of Finance, Procurement Services Division, 421 North County Farm Road, Wheaton, Illinois hereinafter called the "County" and Advent Systems, Inc, of 435 W. Fullerton Ave, Elmhurst, IL 60126, hereinafter called the "Contractor", witnesseth;

The County and the Contractor have previously entered into a Contract, pursuant to Bid 17-183-BF which became effective December 1, 2017, and which will expire November 30, 2018. The contract is subject to an option to renew for a twelve (12) month period.

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

The contract renewal becomes effective December 1, 2018 and expires November 30, 2019 contingent upon any applicable Parent Committee and County Board approval.

ADVENT SYSTEMS, INC

Signature on File

Michael Schwarz
Vice President

COUNTY OF DU PAGE, ILLINOIS

Signature on File

Glenda Vasak
Buyer II

Packet Pg. 92
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: 9/25/18
Bid/Contract/PO #: 17-183-BF

Company Name: Advent Systems, Inc.
Contact Phone: 630-532-5227

Company Contact: Mr. Yassine Dich
Contact Email: Yassine_D@adventsystems.com

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

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

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

<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.

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

<table>
<thead>
<tr>
<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:
- 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: Michael Schwarz
Title: Vice President
Date: 9/25/18

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

Authorized Signature: [Signature on File]

Printed Name: Michael Schwarz
Title: Vice President
Date: 9/25/18

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></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: OSEMSecurity</td>
<td>Contact: Keith Briggs</td>
<td>Phone: 630-407-5225</td>
<td>Assigned Committee: Judicial/Public Safety</td>
</tr>
</tbody>
</table>

Description of Procurement/ Scope of Work/ Background

Annual Contract to maintain and repair security systems, cameras, DVR's, and access control systems across the campus.

Reason for Procurement

To maintain and repair the campus Proximity Access Control Systems. The current contract expires on 11/30/2018

FUNDING SOURCE

☑ Procurement budgeted for (FY and budget code(s)): 1000-1130-53370-0000

☐ 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 # 17-183-BF

☐ 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)

Keith Briggs Sep 27, 2018 Recommended for Approval Date IT Approval, if required Date

Reviewed By (Initials Only)

Buyer Date Procurement Officer Date

Chief Financial Officer Date Chairman's Office Date

(Decision Memos Over $25,000) (Decision Memos Over $25,000)
## Purchase Requisition

### Procurement Services Division

<table>
<thead>
<tr>
<th>Send Purchase Order To</th>
<th>Send Invoices To</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor: HOV Services</td>
<td>Dept: Circuit Court Clerk</td>
</tr>
<tr>
<td>Attn: John Lancaster</td>
<td>Attn: Julie Ellefsen</td>
</tr>
<tr>
<td>Email: <a href="mailto:john.lancaster@exelatech.com">john.lancaster@exelatech.com</a></td>
<td>Email: <a href="mailto:julie.ellefsen@18thjudicial.org">julie.ellefsen@18thjudicial.org</a></td>
</tr>
<tr>
<td>Address: 1000 South Perimeter</td>
<td>Address: 505 N County Farm Rd</td>
</tr>
<tr>
<td>City: Rantoul</td>
<td>City: Wheaton</td>
</tr>
<tr>
<td>State: IL Zip: 61866</td>
<td>State: IL Zip: 60187</td>
</tr>
<tr>
<td>Phone: 309-825-1991</td>
<td>Phone: 630-407-8590</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Send Payments To</th>
<th>Ship To</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor: HOV Services</td>
<td>Dept: Circuit Court Clerk</td>
</tr>
<tr>
<td>Attn: John Lancaster</td>
<td>Attn: Julie Ellefsen</td>
</tr>
<tr>
<td>Email: <a href="mailto:john.lancaster@exelatech.com">john.lancaster@exelatech.com</a></td>
<td>Email: <a href="mailto:julie.ellefsen@18thjudicial.org">julie.ellefsen@18thjudicial.org</a></td>
</tr>
<tr>
<td>Address: 1000 South Perimeter</td>
<td>Address: 505 N County Farm Rd</td>
</tr>
<tr>
<td>City: Rantoul</td>
<td>City: Wheaton</td>
</tr>
<tr>
<td>State: IL Zip: 61866</td>
<td>State: IL Zip: 60187</td>
</tr>
<tr>
<td>Phone: 309-825-1991</td>
<td>Phone: 630-407-8590</td>
</tr>
</tbody>
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<tr>
<th>Payment Terms</th>
<th>F.O.B.</th>
<th>PO 20 Delivery Date</th>
<th>Requisitioner</th>
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<tbody>
<tr>
<td>PER 50 ILCS 505/1</td>
<td>Destination</td>
<td>Use for PO25 only</td>
<td>Contract Administrator</td>
</tr>
<tr>
<td>Use for PO25 only</td>
<td>Contract Start Date</td>
<td>Contract End Date</td>
<td>Use for PO25 only</td>
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### Item Details

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<tr>
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<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>Extension</th>
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<tbody>
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<td></td>
<td></td>
<td>0.00</td>
<td></td>
</tr>
</tbody>
</table>

**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):
**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.

<table>
<thead>
<tr>
<th>Requesting Department:</th>
<th>Circuit Court Clerk</th>
<th>Department Contact: Kevin Vaske</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email:</td>
<td><a href="mailto:kevin.vaske@18thjudicial.org">kevin.vaske@18thjudicial.org</a></td>
<td>Contact Phone: 630-407-8647</td>
</tr>
<tr>
<td>Vendor Name:</td>
<td>HOV Services</td>
<td>Vendor #: 12100</td>
</tr>
</tbody>
</table>

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

Requesting the approval of the HOV Services contract to support the Circuit Court Clerk’s document imaging process needs for FY-2019 in the amount of $1,051,169.00.

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

HOV Services provides services required to record, maintain and store electronic court case documents, as well as the conversion of paper documents to electronic files.

The Circuit Court Clerk’s Office uses HOV Services to support required court record documents. HOV Services, though this agreement, provides the services listed below:
- provides services for converting documents to electronic images in either TIFF or PDF form
- provides clerk with recovery services for the electronic documents
- provide services to review, prepare and scan court documents
- provide off-site services scanning and indexing old, paper court case file folders and documents

**Strategic Impact**

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

The Circuit Court Clerk’s Office serves the Court, justice community partners and the public. The court records are mostly public and are in the high demand by litigants, the Court, the States Attorney Office, the Public Defender, and many other users. External and internal document access capabilities exist to serve the DuPage community. The efficiencies and performance of HOV Services personnel add very valuable labor and products to meeting the demands for court case documents access. This approval ensures the clerk’s document processing needs will be supported during FY-2019.

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

Mr. Kachiroubas reviewed the needs of the office, and based on past HOV Services performance, technical exchange software in place, experience and the significant investments supporting the electronic interfaces, he selects HOV Services as the only reasonable choice for FY2019.

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

Mr. Kachiroubas finds that this FY2019 agreement is in the best interest of the Circuit Clerk’s Office, the 18th Circuit Court and the County of DuPage and recommends approval of this agreement.

**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.

This purchase request shall be funded by the Circuit Court Clerk’s Document Storage Fund.
Procurement Review Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

Vendor: HOV Services  Vendor #: 12100  Contract Term: 12/01/18-11/30/19  Contract Total: $1,051,169.00

Dept: Circuit Court Clerk  Contact: Kevin Vaske  Phone: 630-407-8647  Assigned Committee: JPS

Description of Procurement/Scope of Work/Background: Professional Services Contract

Reason for Procurement: To provide ongoing consultation and technical assistance with an application system

FUNDING SOURCE
☐ Procurement budgeted for (FY and budget code(s)): 19-1400-6730-53020

☐ 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)

mlh  Sep 26, 2018  KV  9/28/18  DA  10/2/18
Prepared By  Date  Recommended for Approval  Date  IT Approval, if required  Date

REVIEWED BY (Initials Only)

Buyer  10-3-18  GM  10-5-18
Date  Date

Chief Financial Officer (Decision Memos Over $25,000)  10-5-18
Date  Chairman's Office (Decision Memos Over $25,000)  Date

Rev 1.8  9/11/17
Packet Pg. 97
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:

- 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

Suresh Yannamani

Title

President

Date

09/26/2018

09.27.2018

Packet Pg. 98
12 MONTH SERVICES AGREEMENT
BETWEEN
HOV SERVICES, INC.
AND
DUPAGE COUNTY CIRCUIT COURT CLERK

THIS Agreement ("Services Agreement") made effective December 1, 2018, is made by and between HOV SERVICES, Inc. ("HOVS"), a Delaware corporation and DuPage County Circuit Court Clerk, for Electronic Scanning Services, Management of Court Case Files to Image, document scanning conversion services, BCP Image Archive.

A. STATEMENT OF WORK AND ASSUMPTIONS, attached hereto as Exhibit A and which fully and completely describes services (the "Services") being provided by HOV Services, Inc. to DuPage County Circuit Court Clerk.

B. PRICING SCHEDULE AND PAYMENT TERMS, attached hereto as Exhibit B and which are based on the Services to be provided to DuPage County Circuit Court Clerk.

C. STANDARD TERMS AND CONDITIONS, attached hereto as Exhibit C and which describe in detail all responsibilities, obligations, liabilities and warranties represented by this agreement. This Agreement shall become effective upon signature of the Clerk of The Court and subject to the approval the Clerks budget by the DuPage County Board. This Agreement shall begin on December 1, 2018 and shall terminate on November 30, 2019.

Each of the persons signing this Services Agreement represents and warrants that he/she is a duly authorized officer, director or agent of the party on whose behalf the person is signing, and further represent and warrant that the person signing has the power and authority to bind the party, and that the party has the legal power to enter into this Services Agreement.

HOV SERVICES, Inc.

By: __________________________
Print Name

Print Title

Date

DUPAGE CIRCUIT COURT CLERK

By: __________________________
Print Name

Print Title

Date 9/24/2018
DuPage County Circuit Court Clerk
Plan Overview and Services Agreement
with HOV Services, Inc.

Digital Image Platform

The Circuit Clerks Office has been imaging into DUCS image system, case file documents entering into the office since 1992. In addition, case files from 1981 thru 1991 have also been added to the DUCS image system via microfiche scanning. Moving forward we will free up and eventually eliminate the incoming documents with the approved E-Record ruling. These conversion processes, as part of the plan, will free valuable vault space to reach the eventual goal of returning space back to the County. Another part of this plan is on-site and off-site scanning of civil cases from 1975-1979 which will also allow us to continue free up vault storage space as described below. Our goal is to have every court record past and future become part of the solution known as E-Records.

The Clerks fully integrated image solution has enabled the Clerk’s office the ability to reduce the movement of paper in order to better serve its constituents while saving valuable costs associated to a paper based system. These files are stored in case file folders on open file shelves in year, case type, and case number order. Currently, the only time these files are accessed is if additional documents are needed to be added to the paper file. As these cases are eventually closed, they become inactive and seldom needed. The achievement of electronic images provides convenient access at computer workstations leaving the paper file on the shelf. This advancement now promotes the Clerk to address stored and maintained records that are inactive. The physical paper case files represent both existing digital images and documents needing to become electronic. Once complete, the Clerk will be fully in compliance for E record, meeting the supreme court guidelines. This Services Agreement allows to HOV Services, Inc. to continue converting images enabling us to destroy the paper case files in the vault area. The eventual goal is to continual movement forward in having all case documents available electronically and all paper eliminated.

In addition to the paper case files, HOV Services, Inc., at the discretion of the Clerk, may also scan pre computer case index books needed to locate case number information. These books are the only key to older closed case files. Each book scanned will become a PDF book and may be viewed to locate files as we move forward with locating cases within E-Record.

<table>
<thead>
<tr>
<th>CLERKS DOCUMENT AND IMAGE PLAN</th>
</tr>
</thead>
<tbody>
<tr>
<td>PAPER ONLY Vault space (approximately 16 million images would remain to be imaged in the future)</td>
</tr>
</tbody>
</table>
All electronic images reside in the Clerks managed image platform. Images are backed up nightly and kept in a complete redundant image storage repository hosted via the web by HOV Services, Inc. in the event of disaster or image system failure. All images now reside on this redundant system as part of our plan. These images are available via a web portal as part of the redundant disaster recovery plan.

It is imperative that the Clerk continue to back all case file records scanned, electronically created or imported via E-file on a daily basis. The Clerk must mitigate the risk of loss in the event of disaster and meet the Illinois Supreme Court mandated disaster recovery program.
Exhibit A:

1) On-site Electronic Scanning Services
   - The Clerk’s Office has made a significant investment in working with HOV Services, Inc. onsite management and staff to train and equip this group in the very complex duties including:
HOV SERVICES, INC. EMPLOYEE KNOWLEDGE:
   - Knowledge in Document identification:
     * Determining proper codes on un-coded documents and verifying codes on pre-coded documents.
       * Read documents to determine proper codes that need to be entered into DUCS.
       * Determine what it is written on the back of case jackets and add codes appropriately.
     * Distinguish between order documents and paper documents.
     * When working on traffic tickets must be able to distinguish a regular ticket from a ticket that serves as the cases’ bond.
     * Know what types of documents and what makes a document be a “secure” document.
   - Knowledge in DUCS System:
     * Able to use many different applications in DUCS
       * Multiple types of workgroups for barcode & activity code creation (CF, CS, DR, DA, EC, EF, MA, PF, RP & TC) and know the types of documents that belong in each.
       * Search features such as Name Search, Complaint, Case History
       * Data entry and data verification applications
         * Index Check Images
         * SOS DL Check
         * Demographic Records (Doc IDs)
         * Arrest Card case number lookup.
     * Knowledge in finding case numbers when not on document or unreadable.
       * When trying to find a case number that is not listed on a document multiple of the above applications must be used simultaneously depending on the variety of information provided.
   - Knowledge in Document scanning application.
     * How to scan using the document and jacket scanning applications
     * Change settings in the application based on the type of documents being scanned.
     * Editing current images to make a better/cleaner image.
     * Spotting and fixing preparation errors while scanning.
       * Missing Barcodes
       * Misplaced Barcodes
       * Incorrect coding
   - HOV Services, Inc. On-Site Supervisor Skills beyond above employee skills:
     1. Document Identification:
       a. Having a far more in-depth knowledge of what to look for when reading a document to distinguish one type of document from another. Knowing what makes a document one type vs. another when it sounds like a document could be a couple different types.
b. Ability to figure out what to do with documents we receive that come with the wrong paperwork.

c. Knowledge of Lockbox and on a daily basis, go thru all the Lockbox payments we receive from the banks to verify supervisions were granted properly based on the forms sent back by the defendants.

d. Ability and knowledge to check the Image scanning Workbasket on a daily basis. This workbasket lists all documents scanned that have a different number of scanned images than what the barcode says it should have. Images are checked to determine whether something was scanned improperly or if the person that created the barcode miscounted the number of images that were going to be scanned. This involves knowing the documents themselves as well as knowing what signs to look for on an image that indicate a double feed or some other scanning error.

2. System & Procedural Knowledge:
   a. Primary responsibility is to fix errors that occur during the barcoding or imaging process.
      i. Have a higher-level access to enter more secure data as well as delete/inactivate errors. Responsibilities require this higher-level access.
      • Image scanning Workbasket
      • HOV Services, Inc. Image tie verification
      • Lockbox verification

   b. Knowledge and ability to identify and help in fixing system to find bugs.

   c. Knowledge of the scanning application used at the Clerk’s Office. When necessary edit or develop an application for special jobs if needed.

   d. Ability to know how procedural changes in this department will affect another. Know how to make changes that, overall, will increase not only ours but efficiency in the office.

   b. Additional knowledge to develop new applications within the scanning department:
      a. Must be able to set up processes for new projects such as below:
         i. Set up procedure for imaging traffic tickets. Get it scanned daily. The actual procedure for doing this work on a daily basis.
         ii. Help set up the States Attorney and Probation projects we currently do.

      b. Handle the majority of the training in this department. Whether it is an HOV Services, Inc. or DuPage person.

      c. Current HOV Services, Inc. supervisor has many years is still learning and building upon current knowledge to help develop new procedures and applications with the image department.

   c. Knowledge and management from the Clerks side to HOV Services, Inc. outside services currently being performed. Outside HOV Services, Inc. projects being managed are fiche scanning, case file scanning.
2) Off-site Electronic Scanning Services

- Onsite manager in charge of coordination of paper case files between DuPage County Clerk’s Office and HOV Services, Inc. in Rantoul.
- Onsite manager in charge of setting up HOV Services, Inc. courier manager to move case files to and from the Clerk’s Office.
- Onsite manager responsible to receive Hard drives between HOV Services, Inc. and the Clerk’s Office and organize into Clerks repository.
- Case identification and validation for import into DUCS
- Continual interface when images need to be uploaded into DUCS system
- Interface knowledge with current Onsite Manager to schedule and interface between HOV Services, Inc. and the Clerk’s Office.

HOV Services, Inc. Offsite Work Process of case file scanning

HOV SERVICES, INC. utilizes a complete workflow batch-based paradigm for image capture, processing, indexing and data upload. The workflow capability is key for document integrity, as well as overall system throughput. This workflow allows operators to work in an assembly line production environment. This allows specific employees to be assigned to task completion and for these employees to attain a high level of specialization for specific jobs. The workflow also allows documents to be processed via multiple dedicated workstations in order to assure comprehensive standardized processing. Without workflow, operators are responsible for ad hoc processing which leads to a much higher degree of errors and incomplete batches.

Step 1 - Initial Inventory, Preparation, Inspection, and Categorization

HOV SERVICES, INC. will receive your case file documents via our bonded couriers in our Rantoul office. DuPage County Circuit Clerks Office must place documents in secure boxes with lids ensuring secure document organization once the box reaches our Rantoul Regional Document Conversion Facility. Each box sent will be identified with DuPage County Circuit Clerks Office and numbered box 1 of (last box number). Boxes must also be labeled with document number to document number contained within each box. Once documents arrive, documents will be entered into HOV Services, Inc. Control System, which will trace the movement of documents from start to finish and through final delivery of images to DuPage County.

HOV Services, Inc. will prepare paper documents as required for scanning to include, removing staples, and fixing torn documents. Some cases, such as criminal case folders, have unique information on the file folder. HOV Services, Inc. would photo copy the file folder information that would get scanned since a folder is usually too thick to run through a scanner. At the beginning of each new case, HOV Services, Inc. personnel will insert a unique numbered Bar code sheet identifying each new case. This bar code will contain the case type, year, and case number, which will automate the indexing process. These bar code sheets will be generated ahead of time in case type, year and case number order. Each bar code number (case number written on bottom of bar code) will be matched and placed in front of each new case file. This will insure that all cases are identified and that no case files are missing prior to scanning. If any
documents are missing when they arrive, we will contact the Circuit Clerks Office to see how to proceed.

A key component to the HOV Services, Inc.’s image capture workflow system is an extremely robust set of metrics and system reports which documents the procedures through which an image has been processed, as well as the operators and stations involved in its processing. These metrics and reports allow the operations supervisors to quickly identify bottlenecks or other problems in the production system. Such metrics and reports also facilitate locating documents that are in process, when a document must be returned to the client before processing has been completed. This will allow HOV Services, Inc. to easily deliver documents via fax, email, or courier. The statistical analysis that this reporting provides, also allows HOV Services, Inc. to adjust settings during the course of the project to maximize accuracy and increase productivity.

**Step 2 - Scanning and Image Processing**

Paper scanning will be accomplished using the latest scanner technology. During scanning, the image is displayed for visual inspection.

Additionally, an Image Quality Database will be created that reports important information about the images captured for review by HOV Services, Inc. Operations Management. Image density, skew level, image size before and after cropping, and other information are all reported and reviewed within the HOV Services, Inc. process. Such reported metrics are invaluable within HOV Services, Inc.’s Image Quality Analysis processes to locate suspect images.

**Step 3 - Image Quality Analysis**

HOV Services, Inc. will scan each piece of paper at a mandated 300dpi in duplex mode capturing front and back of each image simultaneously. Blank backs will be sensed and eliminated automatically. In a small test of several case files, we found out of 662 pages, only 18 documents with information on the back. This equates to 2.7% of the total number of documents. We have estimated approximately 175 documents per inch. With the extra 2.7% backs we are estimating 180 total images per inch.

**Step 4 – Case QC and validation**

After the QC process, images will run through a software process of document counting, which checks again for any missing case numbers.

Digital Image Output: HOV Services, Inc. IT staff has created with the help of the DuPage County IT staff an output script suitable for upload into DuPage Counties current DUCS Case Management System. Images and indexes will be delivered via Hard Drive, or FTP.

Each type of services HOV Services, Inc. performs on our current Agreement contract shares knowledge and IT investment costs. These services share knowledge and IT resources, creating a complete package of image and data support needed to maintain our current DUCS image system. Sharing this IT and knowledge exchange base amongst projects being performed with HOV Services, Inc., saves our office additional costs. The customized programs written by the Clerk’s Office and HOV Services, Inc. have created a cost
effective image and data solution. The Clerk’s office has invested huge dollars in this cost effective solution that works without compromise. With this investment, the Clerk’s Office feels justified in continuing our current Services Agreement with HOV Services, Inc.

3) Business Continuity Plan (BCP) Image Archive

- HOV Services, Inc. is used as a remote mirror image system for the DUCS system. Use of the services is to provide access to the images upon a disaster. DUCS will make sure that all the documents that get scanned will be delivered to HOV Services, Inc. by uploading into an FTP server on a daily basis.
- A web services program tied to DUCS was developed by DuPage County IT department for rapid deployment and image retrieval in the event of disaster.
- HOV Services, Inc. has spent many project management hours learning and collaborating with the Clerks employees learning and understanding BCP Image Archive plan and solution development.
- The Clerk’s Office and HOV Services, Inc. has invested in many IT hours developing and putting together a HTML transfer and updating.
- The Clerk’s Office has already invested a cost to ingest 117+ million images into HOV Services, Inc. BCP system hosting all images in DUCS image system dating back to the 1980’s.
- All images available on HOV Services, Inc. Document BCP 24/7 for retrieval by the Clerk’s Office via secure Internet connection.

<table>
<thead>
<tr>
<th>DUCS IMAGE COUNTS:</th>
<th>Amount Images</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated images by December 1, 2018</td>
<td>123,579,597 images</td>
</tr>
<tr>
<td>Estimated current system added images Dec. 2018 – Nov.2019</td>
<td>7,800,000 images</td>
</tr>
<tr>
<td>Estimated backlog images from Civil 1975-1979</td>
<td>3,585,600 images</td>
</tr>
<tr>
<td>TOTAL ESTIMATED IMAGES Nov. 30, 2019:</td>
<td>134,965,197 images</td>
</tr>
</tbody>
</table>
Exhibit B:

PRICING (December 1, 2018 thru November 30, 2019)
Based upon a total Services Agreement of $1,051,169.00

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>On-Site Scanning Services</td>
<td>$491,732.80</td>
</tr>
<tr>
<td>Off-Site Scanning Services</td>
<td>$253,385.15</td>
</tr>
<tr>
<td>BCP Image Archive Services</td>
<td>$306,051.05</td>
</tr>
<tr>
<td>Total Services Agreement</td>
<td>$1,051,169.00</td>
</tr>
</tbody>
</table>

On-Site Scanning Pricing Detail:
Below we are assuming a total of 7 HOV SERVICES, INC. full time employees to run and manage this department. The staff mentioned in this document would be HOV SERVICES, INC. full time employees. HOV SERVICES, INC. would place one professionally trained working supervisor and 6 full time employees to run this department. This HOV SERVICES, INC. trained supervisor would be responsible to interface with designated CLERK management staff as well as generate status reports and manage the workers dedicated to run the imaging department on a day to day basis.

1 full time HOV SERVICES, INC. supervisor (working supervisor)
- 40 hours a week (includes CLERK paid holidays)
- 52 working weeks per year
  $49.99 per hour cost

HOV SERVICES, INC. production employees
- 40 hours a week (includes CLERK paid holidays)
- 52 working weeks per year
  $31.07 per hour cost (each employee)
- Agreement is predicated on 1 year term.
- Includes 1 Supervisor and 6 Clerks HOV SERVICES, INC. full time employees
- Paper, binding supplies and shipping supplies are the responsibility of CLERK.
- Rates are subject to annual increase agreed upon by CLERK and HOV SERVICES, INC.
- CLERK holiday work schedule will be observed.

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Title</th>
<th>*Annual Hours</th>
<th>Per hour</th>
<th>Monthly</th>
<th>Each</th>
<th>Monthly Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Supervisor</td>
<td>2080</td>
<td>$49.99</td>
<td>$8,664.93</td>
<td>$49.99</td>
<td>$8,664.93</td>
</tr>
<tr>
<td>6</td>
<td>Worker</td>
<td>2080</td>
<td>$31.07</td>
<td>$5,385.47</td>
<td>$31.07</td>
<td>$32,312.80</td>
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<tr>
<td>7</td>
<td>STAFF TOTAL</td>
<td></td>
<td></td>
<td></td>
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<td>Monthly Total: $40,977.73</td>
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</table>

Annual Total $ 491,732.80

* 52 weeks @ 40 hrs. per week
### Off-Site Scanning Estimate and Pricing Detail:

#### OFF-SITE CIVIL

**SANNING OVERVIEW:**

<table>
<thead>
<tr>
<th>Case Types</th>
<th>Inches</th>
<th>Boxes</th>
<th>Images</th>
<th>Cases</th>
<th>Total Est.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1975 Civil Cases</td>
<td>2,880</td>
<td>240</td>
<td>590,400</td>
<td>5,760</td>
<td>$40,865.59</td>
</tr>
<tr>
<td>1976 Civil Cases</td>
<td>2,988</td>
<td>249</td>
<td>597,600</td>
<td>5,976</td>
<td>$42,395.18</td>
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<tr>
<td>1977 Civil Cases</td>
<td>3,060</td>
<td>255</td>
<td>612,000</td>
<td>6,120</td>
<td>$43,414.90</td>
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<tr>
<td>1978 Civil Cases</td>
<td>4,032</td>
<td>336</td>
<td>806,400</td>
<td>8,064</td>
<td>$57,181.68</td>
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<tr>
<td>1979 Civil Cases</td>
<td>4,896</td>
<td>408</td>
<td>979,200</td>
<td>9,792</td>
<td>$69,527.80</td>
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<tr>
<td></td>
<td>17,856</td>
<td>1,488</td>
<td>3,585,600</td>
<td>35,712</td>
<td>$253,385.15</td>
</tr>
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</table>

#### Offsite pricing detail:

<table>
<thead>
<tr>
<th>Description of Item</th>
<th>Per unit: Dec 1, 2018 thru November 30, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scanning per image (regular flat case files in good condition)</td>
<td>$0.045 Scanning per image. Price includes scanning, original roll of archive microfilm and silver duplicate roll of archive microfilm and paper destruction</td>
</tr>
<tr>
<td>Scanning per image (regular flat case files in good condition)</td>
<td>$0.0377 Price includes paper destruction (no microfilm)</td>
</tr>
<tr>
<td>Scanning per image (tri-folded case files in good condition)</td>
<td>$0.054 Scanning per image (tri-folded case files in good condition) Price includes scanning, original roll of archive microfilm and silver duplicate roll of archive microfilm and paper destruction</td>
</tr>
<tr>
<td>Scanning per image (tri-folded case files in good condition)</td>
<td>$0.0467 Scanning per image (tri-folded case files in good condition) Price includes paper destruction (no microfilm)</td>
</tr>
<tr>
<td>Scanning per image (old poor condition tri-folded case files or old brittle case files in fragile condition)</td>
<td>$0.081 Scanning per image. Price includes scanning, original roll of archive microfilm and silver duplicate roll of archive microfilm and paper destruction</td>
</tr>
<tr>
<td>Scanning per image (old poor condition tri-folded case files or old brittle case files in fragile condition)</td>
<td>$0.0777 Price includes scanning, (tri-folded or old brittle case files case files in poor condition ) Price includes paper destruction (no microfilm)</td>
</tr>
<tr>
<td>Scanning index books into PDF Books containing A-Z hyperlink tabs including archive microfilm and microfilm duplicate.</td>
<td>$0.715 per page scanned (images delivered on portable hard drive)</td>
</tr>
<tr>
<td>Document Preparation for Scanning</td>
<td>25.58 per hour</td>
</tr>
<tr>
<td>Verification of case numbers</td>
<td>25.58 per hour</td>
</tr>
<tr>
<td>Archive film per image which includes placed onto original 16mm x 215 roll microfilm</td>
<td>$0.0102 per image 40X (images from DUCS to archive microfilm)</td>
</tr>
<tr>
<td>Per 16mm x 215 silver browned toned duplicate roll</td>
<td>48.51 per roll (images from DUCS to archive microfilm)</td>
</tr>
<tr>
<td>Bar Code Separation Targets (regular)</td>
<td>0.0389 (case number pre-printed bar codes)</td>
</tr>
<tr>
<td>Description</td>
<td>Rate</td>
</tr>
<tr>
<td>-------------------------------------------------------</td>
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<tr>
<td>Manual Case Folder Photocopy at Prep (copy)</td>
<td>0.0542 (including photocopy case file folder cost)</td>
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<td>Index case number if needed</td>
<td>0.0102 per keystroke (if needed)</td>
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<tr>
<td>Pick up/delivery per 1 ft cube box</td>
<td>1.80 per box</td>
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<td>Trip Cost per mile</td>
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<td>Per Trip Cost</td>
<td>76.73 per trip</td>
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<td>Retrievals During Production (15 minute minimum per retrieval)</td>
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<tr>
<td>Post Scan Storage Per Month &gt; 60 Days</td>
<td>5.00 per box per month</td>
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<tr>
<td>Scanning fiche per image</td>
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<tr>
<td>Scan fix fiche scanning per Image</td>
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<tr>
<td>Fiche Verification of case numbers</td>
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<tr>
<td>Cost per Master DVD</td>
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<td>Project minimum</td>
<td>$ 5,000.00 per project</td>
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### BCP Pricing:

#### Annual Estimated BCP Cost

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<th>Image Ingestion</th>
<th>TOTAL IMAGES</th>
<th>BCP Image Cost</th>
<th>BCP Ingestion Cost</th>
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<td>Dec. 650,000</td>
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<td>Jan. 650,000</td>
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<td>11,385,600 New Image Count</td>
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<td>$56,928.00</td>
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**Total Estimated Image and Ingestion Cost:** $306,051.05

#### DuPage County Circuit Clerk BCP Plan for Image Archive

1. Image and indexes to be ingested into HOV SERVICES, INC. image archive system
2. Image index will include full case number, date, description and special character. Special character will be used for case files and image sets that are impounded and need to have special limited user access
3. Unlimited secure access to images 24/7

- Image and index ingestion Cost .............................................. $0.005 per individual image
- Image storage cost per month ............................................. $0.00015 per image cost per month
- Faxing cost ....................................................................... $0.20 per image
- Extraction cost .................................................................... $0.003 per image

Any additional programming beyond set-up and scope .......... $125.00 per hour
(if needed and agreed upon)

**ACTIVE image archive ingestion and retrieval costs:**

One time Hardware, Software and Programming for dedicated servers on HOV Services side, enabling real time ingestion of all images into DNA as they are created within DuPage DUCS System ..................................................... $81,840.00

(note costs above do not include DuPage County internal costs such as added network and internal integration costs)
Exhibit C:

Terms and conditions and detail of responsibility

This Agreement (the "Services Agreement") is made and entered into as of December 1, 2018 by and between Chris Kachiroubas Clerk of the 18th Judicial Circuit Court (known as "CLERK") having a principal place of business at 505 North County Farm Road, Wheaton Illinois 60187 and HOV SERVICES, INC., Inc. ("HOV Services") with offices located at 2701 E. Grauwyler Irving Texas 75061.

CLERK wishes to purchase certain services from HOV SERVICES and HOV SERVICES is willing to provide such services to CLERK, all on the terms and subject to the conditions set forth herein.

Now, therefore, in consideration of the mutual promises set forth below, the parties hereto agree as follows:

1.0 Statement of Services

1.1 HOV SERVICES will provide those business services set forth and described in Exhibit A attached hereto and incorporated herein by this reference ("HOV SERVICES"). HOV SERVICES shall provide HOV SERVICES under this Agreement beginning on December 1, 2018.

2.0 Term

2.1 This Services Agreement shall be deemed effective as of December 1, 2018 and shall continue in effect for a period of one (1) year from the effective date (the "Initial Term") unless sooner terminated by either party as allowed in this Agreement. Initial Term and Renewal Term may be collectively referred to as the "Term".

2.2 At the end of the Initial Term, and, except as specified below, at the end of each Renewal Term (as defined below), CLERK shall have the option (exercisable by written notice given to HOV SERVICES at least sixty (60) days prior to the expiration of the Initial Term or the then-current Renewal Term) to renew this Agreement for an additional one-year period ("Renewal Term"). The fees to be paid to HOV SERVICES hereunder during each Renewal Term shall be as agreed upon in writing by HOV SERVICES and CLERK no later than thirty (30) days prior to the expiration of the Initial Term or the then-current Renewal Term. CLERK’s right to exercise the renewal option shall be subject to satisfaction of the following conditions precedent (unless waived by HOV SERVICES): (i) no event of default by CLERK under this Agreement shall have occurred and be continuing on the last day of the Initial Term or the then-current Renewal Term, and (ii) all amounts then due and payable from CLERK to HOV SERVICES under this Agreement shall have been paid in full. All other terms and conditions of this Agreement shall remain in effect during each Renewal Term.
3.0 Termination and Cancellation
3.1 HOV SERVICES or CLERK may terminate this Agreement at any time and for any reason upon four (4) months prior written notice for onsite scanning services and (2) month prior written notice for image archive services. In the event of any such termination, CLERK shall pay HOV SERVICES for all services performed prior to the date of termination for which HOV SERVICES has not been previously paid.

3.2 Either party may terminate this Agreement upon sixty (60) days’ prior written notice following a material breach by the other party of its obligations under this Agreement, provided such breach is not cured within this sixty (60) day period.

4.0 Fees/Invoicing/Payment
4.1 CLERK will pay HOV SERVICES for SERVICES in accordance with the fees and charges set forth in Addendum A.

4.2 During the term of this Agreement, HOV SERVICES shall provide invoices to CLERK on or near the tenth (10th) day of each month for HOV SERVICES performed hereunder during the previous month. Each such invoice shall provide summary information for the entire site, including, but not necessarily limited to, a list and summary of base charges, copy charges, printing charges, document scanning charges and overtime charges.

4.3 CLERK shall pay any undisputed amounts of an invoice within (45) days of CLERK's receipt thereof (the “due date”). In the event that CLERK shall fail to pay any invoices within five (5) days of the due date, a monthly late charge equal to one percent (1%) of the overdue amount will apply.

5.0 Coordinator and Supervisor
5.1 CLERK will appoint Robert Keltner (the “Services Agreement Coordinator”) to work with HOV SERVICES on matters pertaining to HOV SERVICES’s performance of HOV SERVICES under this Agreement. CLERK may appoint and change Services Agreement Coordinators in its sole discretion, and in the event of any such change in appointment, shall provide notice thereof to HOV SERVICES under and in accordance with the provisions of section 16.

5.2 HOV SERVICES has assigned Dustin Eveland as the site manager (the “Site Manager”) to act as the primary interface with the CLERK Services Agreement Coordinator. The Site Manager will coordinate with the Services Agreement Coordinator all technical questions, schedule conflicts, special requests, and other matters pertaining to HOV SERVICES’s performance of services hereunder. HOV SERVICES may appoint and change Site Managers at its sole discretion with prior written notice.
6.0 Independent Contractor

6.1 HOV SERVICES’s relationship with CLERK hereunder shall be that of an independent contractor. Nothing in this Agreement shall be construed to create a joint venture, partnership, employer/employee relationship, agency or any relationship other than that of independent contractor and client. Personnel supplied by HOV SERVICES will be employees of HOV SERVICES and will not be considered employees or agents of CLERK for any purpose whatsoever. CLERK will not be responsible for withholding any taxes for the benefit of HOV SERVICES or any of its employees or agents. HOV SERVICES assumes full responsibility for the actions of such personnel and will be solely responsible for their supervision, daily direction and control.

6.2 Neither party has any authority of any kind to bind in any respect the other party hereto, nor shall either party hereto act or attempt to act, or represent itself, directly or by implication, as an agent of the other party hereto or in any manner assume or create, or attempt to assume or create, any obligation on behalf of or in the name of any of the other party hereto.

7.0 Personnel

7.1 All HOV SERVICES employees shall adhere to all CLERK safety and security policies, including but not restricted to the maintenance of a Drug-Free workplace and other policies agreed to by HOV SERVICES.

7.2 In the event CLERK hires or directly retains the services of an employee of HOV SERVICES during the Services Agreement or 6 months after the termination of the Services Agreement, CLERK shall pay HOV SERVICES one-third (1/3) the amount of the HOV SERVICES annual salary of the individual, which shall be due and payable in full on the day the individual begins employment or performing services.

8.0 Confidential Information

8.1 During the Term of this Agreement, each party may have access to information that is considered confidential by the other. This information may include, but is not limited to, documentation, technical know-how, technical specifications, software object code and source code, protocols, strategic business plans, results of testing, systems, financial information, product information, methods of operation, customer information, supplier information, and compilations of data (“Confidential Information”).

8.2 Each party shall use the other party’s Confidential Information only for the purposes of this Agreement. Each party shall maintain the confidentiality of the other party’s Confidential Information in the same manner in which it protects its own Confidential Information of like kind, but in no event shall either party take less than reasonable precautions to prevent the unauthorized disclosure or use of the other party’s Confidential Information.
8.3 The confidentiality provisions of this Agreement do not apply to information that is or becomes generally available or known to the public through no act or omission of the receiving party; was received lawfully from a third party through no breach of any obligation of confidentiality owed to the disclosing party; or created by a party independently of its access to or use of the other party’s Confidential Information.

8.4 Upon termination of this Agreement, each party shall return or destroy the other party’s Confidential Information and shall not use the other party’s Confidential Information for its own, or any third parties, benefit. The provisions of this Section shall survive the termination or non-renewal of this Agreement for so long as the Confidential Information remains confidential. In the event that either party determines that returning or destroying the Confidential Information is infeasible, such party shall extend the protections of the agreement to such Confidential Information and limit further use and disclosures of such information to those purposes that make the return or destruction infeasible for as long as such party maintains the Confidential Information.

9.0 Service Hours

9.1 CLERK shall provide such facilities that HOV SERVICES may reasonably require to perform the HOV SERVICES. HOV SERVICES hereby acknowledges and agrees that the facilities provided by CLERK as of the effective date of this Agreement are sufficient and acceptable for the effective provision of the type, scope and volume of HOV SERVICES contemplated in this Agreement. Prior to the commencement of the HOV SERVICES hereunder, CLERK shall advise HOV SERVICES of the rules and regulations governing the conduct of HOV SERVICES agents, representatives and/or employees who will perform services on the premises of CLERK, and HOV SERVICES shall cause its employees and agents to adhere to such rules and regulations. HOV SERVICES employees will be provided with suitable identification to obtain access to appropriate areas and shall be entitled to use any of CLERK’s cafeterias, restroom facilities and parking facilities as may be authorized for their use. HOV SERVICES agrees to be responsible for any damages caused by any of their employees to CLERK premises, property or persons or personal property therein.

9.2. HOV SERVICES on-site service hours to support CLERK shall be as follows:

- Document Scanning Center – 8:00AM to 4:30AM Monday through Friday.

9.3. HOV SERVICES and CLERK will review the scheduled holidays for each organization and agree upon the necessary support. The CLERK holiday schedule will be observed by the HOV SERVICES staff.

9.4. HOV SERVICES will comply with any emergency business closing as CLERK deems necessary for HOV SERVICES performed on CLERK premises.

9.5. HOV SERVICES shall provide HOV SERVICES at times other than those identified in Sections 9.2 & 9.3 at the specific request of the Services Agreement Coordinator at rates outlined in this Agreement and in Addendum A.
10.0 Indemnification

10.1 HOV SERVICES shall defend, at its sole expense, any third party claim, demand or suit, (collectively "Claim") against CLERK alleging and/or arising out of the following, and shall indemnify and hold CLERK harmless from and against any and all losses, liabilities, damages, fines, penalties, costs, expenses and/or fees (including reasonable attorneys’ fees) awarded or assessed against CLERK in association with the Claim, or reached through a negotiated settlement of the Claim:

10.1.1 that any deliverable produced by HOV SERVICES hereunder infringes a third party’s patent, copyright, trademark, trade secret or other intellectual property right and/or violates a third party’s contract or other rights;
10.1.2 that HOV SERVICES, its employees, or subcontractors was negligent or committed an intentional act that caused injury to a person or damage to property, or failed to comply with any applicable law, statute, regulation or ordinance; and/or
10.1.3 HOV SERVICES’S breach of this Agreement, including, without limitation, any representation or warranty set forth in this Agreement.

10.2 If a deliverable is held to be infringing, or HOV SERVICES believes that it is likely to infringe, then HOV SERVICES shall, at its sole expense and option, either (1) procure for CLERK the right to continue using the deliverable; or (2) replace or modify the deliverable such that it is non-infringing but maintains substantially the same functionality as the applicable deliverable.

10.3 CLERK shall defend, at its sole expense, any Claim alleging and/or arising out of the following, and shall indemnify and hold HOV SERVICES harmless from and against any and all losses, liabilities, damages, fines, penalties, costs, expenses and/or fees (including reasonable attorneys’ fees) awarded or assessed against HOV SERVICES in association with the Claim, or reached through a negotiated settlement of the Claim:

10.3.1 that any CLERK Content infringes a third party’s patent, copyright, trademark, trade secret or other intellectual property right and/or violates a third party’s contract or other rights;
10.3.2 that CLERK, its employees, or contractors was negligent or committed an intentional act that caused injury to a person or damage to property, or failed to comply with any applicable law, statute, regulation or ordinance; and/or
10.3.3 CLERK’S breach of this Agreement, including, without limitation, any representation or warranty set forth in this Agreement.

10.4 In order to receive the indemnification in this Section, the party seeking the indemnification must promptly notify the other party of the assertion of the Claim; allow the other party to retain sole and exclusive control over the defense and/or settlement of the Claim; and cooperate with the other party, at the other party’s expense, in the defense and/or settlement of the Claim. This Section sets forth each party’s sole indemnification obligations and remedies in connection with the Claims described above.
11.0 Limitation of Liability

11.1 Neither party hereto shall be entitled to indirect, incidental, consequential, special or punitive damages, including lost profits based on any breach or default of the other party and/or (c) direct damages in an amount in excess of the fees paid by CUSTOMER to HOVS under this Agreement during the twelve (12) month period immediately preceding the event giving rise to the claim. The limitations set forth in this Section do not apply to a party’s: (1) indemnification obligations under this Agreement; (2) breach of its confidentiality obligations; (3) violation, misappropriation or infringement of the other party’s intellectual property rights; and/or (4) gross negligence or willful misconduct. Any claims relating to this Agreement shall be brought within one (1) year after the party asserting the claim knew, or reasonably should have known, of the existence of the claim.

11.2 Neither party shall be liable for any delays or failures in performance resulting from causes beyond the reasonable control, and without the fault or negligence, of such party or its agents or subcontractors. Such acts include without limitation acts of God, strikes (except for the strikes of its own employees), lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, communication line failures, power failures, earthquakes, floods, or other natural disasters. Delays in delivery or in meeting completion dates due to such events shall automatically extend such dates for a period equal to the duration of such events.

12.0 Taxes

12.1 CLERK shall be responsible for the payment of all applicable sales, use and gross receipts taxes based upon the HOV SERVICES.

13.0 Insurance

13.1 HOV SERVICES shall provide and keep in full force and effect during the term of this agreement at least the following kinds and minimum amounts of insurance covering its services in the state in which the work is to be performed:

   a) Worker’s Compensation Insurance as required by law. Employer’s Liability Insurance with a limit of not less than $100,000.
   b) Comprehensive General Liability Insurance with a limit of not less than $1,000,000 per occurrence combined single limit bodily injury/property damage.
   c) Comprehensive Automobile Liability Insurance with a limit of not less than $1,000,000 per occurrence combined single limit bodily injury/property damage for owned, non-owned, and hired vehicles used by HOV SERVICES while performing service in connection with this Agreement.

HOV SERVICES shall not commence work until CLERK has been furnished with certificates evidencing this insurance and providing that the insured shall give CLERK at least 30 days prior written notice of material change in or cancellation of such insurance.

14.0 Compliance with Laws

14.1 In the performance of HOV SERVICES hereunder, HOV SERVICES will comply with all applicable federal, state and local laws, regulations and ordinances.
15.0 Warranties; Limitation of Liability; and Remedies.

15.1 EXCEPT AS EXPLICITLY PROVIDED IN THIS AGREEMENT HERETO (INCLUDING, WITHOUT LIMITATION, AS PROVIDED IN SECTION 1.3), HOV SERVICES MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE HOV SERVICES PROVIDED HEREUNDER, AND EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION. As a material inducement for HOV SERVICES to provide the HOV SERVICES at the rates stated herein, CLERK agrees that, in no event, shall HOV SERVICES be liable for (a) any loss, expense or damage associated with CLERK’s or a third party’s loss of revenue, profits, savings, business or goodwill (other than CLERK’s actual damages) or (b) any indirect, exemplary, proximate, consequential or incidental damages of any nature relating to a breach of this Agreement or in the provision of the HOV SERVICES.

16.0 Notices

16.1 All notices, requests, demands, approvals, consents and other communications under this Agreement shall be in writing, shall be delivered to the address set forth below, and shall be deemed to have been duly given (a) on the date of service if served personally on the party to whom delivery is to be made; (b) on the first (1st) day after delivery to any reputable overnight courier; or (c) on the day of delivery, if mailed by registered or certified mail, postage prepaid.

If to HOV SERVICES, INC.:
Dustin Eveland
HOV SERVICES Site Manager
DuPage County Judicial Center
505 North County Farm Road
Wheaton, IL 60189

With a required copy to:
Cheryl Williams
Operations Manager
HOV SERVICES, Inc.
1000 South Perimeter
Rantoul, IL 61866
And
HOV Services, Inc.
2701 E. Grauwyler
Irving, TX 75061

If to CLERK:
Chris Kachirobas
DuPage County Judicial Center
505 North County Farm Road
Wheaton, IL 60187

Either party may change its address upon the provision of notice to the other party in compliance with the provisions of this section 18.
17.0 General

17.1 No failure on the part of either party hereto to exercise, and no delay in exercising any right hereunder shall operate as a continuing or subsequent waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. Any waiver, permit, consent or approval of any kind or character on the part of any of the parties hereto of any breach or default under this Agreement must be in writing and shall be effective only to the extent specifically set forth in such writing.

17.2 If any provision of this Agreement shall be held invalid, illegal or unenforceable, such provision shall be ineffective to the extent of such invalidity, illegality or unenforceability, the validity, legality or enforceability of the other provisions hereof shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid and enforceable provision as similar as possible to the provision at issue, all without affecting the validity, legality or enforceability of such provision in any other jurisdictions.

17.3 Any headings or captions appearing in this Agreement are intended solely for the convenience of reference and shall not constitute a part of this Agreement or define or limit any of the terms and conditions hereof.

17.4 This Agreement contains the entire understanding of the parties hereto with respect to the subject matter contained herein and therein. The parties agree that the pre-printed terms and conditions on any purchase order issued hereunder are not part of this Agreement and shall not define or limit any of the terms and conditions hereof. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

17.5 This Agreement may not be amended except by an agreement in writing signed by the parties hereto.

17.6 Any terms of this Agreement which by their nature extend beyond their expiration or termination will remain in effect until fulfilled and shall bind the parties and their legal representatives, successors, heirs and assigns.

17.7 This Agreement may not be assigned by either party hereto without the prior written consent of the other, which consent shall not be unreasonably delayed or withheld; provided, however, that either party may, without obtaining such consent, assign all or any part of this Agreement to an Affiliate (as defined below) or to any entity to which all or substantially all of the assets used or useful in connection with the performance hereunder are sold, transferred or assigned. Subject to the foregoing, the Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns. For purposes of this Agreement, the term "Affiliate" shall mean any company controlling, under common control with, or controlled by a party hereto.

17.8 Each party hereto intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person other than the parties hereto.

17.9 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.
## Purchase Requisition

**Procurement Services Division**

### Send Purchase Order To:
- **Vendor:** AdGators.com LLC
- **Vendor #:** 19667
- **Attn:** Coleen Hammond
- **Email:** chammond@adgators.com
- **Address:** 3905 Kingsleys Drive
- **City:** Springfield
- **State:** IL
- **Zip:** 62711
- **Phone:** 866-610-5554 ext 2
- **Fax:**

### Send Invoices To:
- **Vendor #:** 19667
- **Attn:** Julie Ellefsen
- **Email:** julie.Ellefsen@18thjudicial.org
- **Address:** 3905 Kingsleys Drive
- **City:** Springfield
- **State:** IL
- **Zip:** 62711
- **Phone:** 866-610-5554 ext 2
- **Fax:**

### Send Payments To:
- **Vendor #:** 19667
- **Attn:** Coleen Hammond
- **Email:** chammond@adgators.com
- **Address:** 3905 Kingsleys Drive
- **City:** Springfield
- **State:** IL
- **Zip:** 62711
- **Phone:** 866-610-5554 ext 2
- **Fax:**

### Ship To:
- **Vendor #:** 19667
- **Attn:** Julie Ellefsen
- **Email:** julie.Ellefsen@18thjudicial.org
- **Address:** 505 N County Farm Rd
- **City:** Wheaton
- **State:** IL
- **Zip:** 60187
- **Phone:** 630-407-8590
- **Fax:**

### Payment Terms
- F.O.B. PO 20 Delivery Date

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<td>1</td>
<td>EA</td>
<td>Court Call Monitors &amp; Digital Signage - Support</td>
<td>21</td>
<td>1400</td>
<td>6720</td>
<td>53807</td>
<td>6,868.00</td>
<td>6,868.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>1</td>
<td>EA</td>
<td>Court Call Monitors &amp; Digital Signage - Support</td>
<td>22</td>
<td>1400</td>
<td>6720</td>
<td>53807</td>
<td>6,868.00</td>
<td>6,868.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Requisition Total:** $193,237.06

### 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):

---

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

---

**Packet Pg. 119**
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.

<table>
<thead>
<tr>
<th>Requesting Department: Circuit Court Clerk</th>
<th>Department Contact: Kevin Vaske</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:kevin.vaske@18thjudicial.org">kevin.vaske@18thjudicial.org</a></td>
<td>Contact Phone: 630-407-8647</td>
</tr>
<tr>
<td>Vendor Name: AdGators.com LLC</td>
<td>Vendor #: 19667</td>
</tr>
</tbody>
</table>

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

Approval of contract with AdGators.com LLC, for courthouse court call displays and digital signage.

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

The current display system has reached its end of life. The current software is un-supported, and hardware is out of date and failing.

Strategic Impact

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

Will meet our requirement to provide court call information outside each courtroom. In addition, monitor "banks" on each courthouse floor aid customers in finding where cases are being heard, and modern digital signage capabilities will be used for informational messaging.

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

The Clerk followed the County RFP process and AdGators.com LLC was accepted based on the approved scoring process.

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

After consideration of the RFP responses, we are confident that this contract is the best solution for meeting the needs of the operation of the DuPage County Justice System.

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.

This purchase request shall be funded by the Circuit Court Clerk’s Court Automation Fund.
RFP Evaluation Scorecard
DuPage County Procurement Services Division

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Available Points</th>
<th>AdGators</th>
<th>Four Winds Interactive</th>
<th>Reach Media Network</th>
<th>Infax, inc.</th>
<th>MVIX (USA) Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm Qualifications</td>
<td>40</td>
<td>37</td>
<td>34</td>
<td>37</td>
<td>33</td>
<td>13</td>
</tr>
<tr>
<td>Key Qualifications</td>
<td>20</td>
<td>20</td>
<td>17</td>
<td>9</td>
<td>15</td>
<td>5</td>
</tr>
<tr>
<td>Project Understanding &amp; Schedule</td>
<td>25</td>
<td>24</td>
<td>21</td>
<td>18</td>
<td>19</td>
<td>14</td>
</tr>
<tr>
<td>Price (scored by Procurement)</td>
<td>15</td>
<td>14</td>
<td>8</td>
<td>15</td>
<td>11</td>
<td>12</td>
</tr>
<tr>
<td>Total</td>
<td>100</td>
<td>95</td>
<td>80</td>
<td>78</td>
<td>77</td>
<td>43</td>
</tr>
</tbody>
</table>

Total Price

| Total Price | $168,741.55 | $275,745.00 | $152,314.00 | $198,807.00 | $191,749.00 |

Percentage of Points

| Percentage of Points | 98% | 55% | 100% | 77% | 79% |

Points awarded (wtd against lowest price)

| Points awarded (wtd against lowest price) | 14 | 8 | 15 | 11 | 12 |

NOTES:
Add 20% Contingency to contract.

<table>
<thead>
<tr>
<th>RFPPosted/Advertised</th>
<th>7/19/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Invitations Sent</td>
<td>37</td>
</tr>
<tr>
<td>Total Requesting Documents</td>
<td>11</td>
</tr>
<tr>
<td>Total RFP Responses Received</td>
<td>5</td>
</tr>
<tr>
<td>RFP Opening Attended by</td>
<td>JEM, GV</td>
</tr>
</tbody>
</table>
#18-167-JM - PROPOSAL FORM

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

<table>
<thead>
<tr>
<th>Full Business Name of Proposer</th>
<th>AdGators.com, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Main Business Address</td>
<td>3905 Kingsley Drive</td>
</tr>
<tr>
<td>City, State, Zip Code</td>
<td>Springfield, IL 62711</td>
</tr>
<tr>
<td>Telephone Number</td>
<td>866-610-5554 ext. 2 or</td>
</tr>
<tr>
<td>Fax Number</td>
<td></td>
</tr>
<tr>
<td>Proposal Contact Person</td>
<td>Coleen Hammond</td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:chammond@adgators.com">chammond@adgators.com</a></td>
</tr>
<tr>
<td>Federal Tax Identification Number</td>
<td></td>
</tr>
</tbody>
</table>

TO: The Circuit Clerk of the Eighteenth Judicial Circuit

The undersigned certifies that he is the Owner/Sole Proprietor

☐ a Member of the Partnership
☐ an Officer of the Corporation
☐ a Member of the Joint Venture

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

__________________________    ________________
Josh Budd                    (Vice-President or Partner)
(SSID: President or Partner)  (Treasurer or Partner)
__________________________    ______________________
(SSID: Secretary or Partner)  (SSID: Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Clerk of the Circuit Court of the Eighteenth Judicial Circuit, Henry J. Hyde Judicial Office Facility, 505 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda issued thereto;

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

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Offeror and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Offeror and is true and accurate. Further, the undersigned certifies that the Offeror is not barred from bidding on this contract because of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33E-4, bid rigging or bid-rotating or because of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

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

If a Corporation, the undersigned further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly

Clerk of the Circuit Court of the Eighteenth Judicial Circuit and the County of DuPage
Court Call Monitors and Digital Signage - RFP #18-167-JM
Page 54 of 81
The receipt of the following addendums (if any) are hereby acknowledged.
(If there are more than 5 addendums, please enclose an additional sheet listing the addendum number)

Addendum No 1: Acknowledged by Josh Budd, dated 8/10/2018

Addendum No 2: Acknowledged by [Signature], dated 12/12/2012

Addendum No 3: Acknowledged by [Signature], dated [Date]

Addendum No 4: Acknowledged by [Signature], dated [Date]

Addendum No 5: Acknowledged by [Signature], dated [Date]
Price Sheet

The price proposal cost sheet outlines the expense per category of the project. Installation and labor expense related to the removal / replacement of existing displays and includes the escalator, security checkpoint and parking ramp display installations.

Any additional services identified by the proposer shall be delineated separately for the Court to consider. *Pricing and Quantity may be modified at the request of the Court.

Hardware and Equipment

AdGators understands that we are expected to design, supply, install, configure, test and deploy each of the components within the digital display system that fully complies with the specifications and requirements for the agreed upon fees.

Media Players w/ 3yr Warranty and Cables:

<table>
<thead>
<tr>
<th>Item Description - Electronic Display System Components</th>
<th>Est Qty</th>
<th>Cost for Each</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wired Media Players and cables for existing location as described within the request.</td>
<td>64 Includes 1 Spare Unit</td>
<td>NUC Wired Media Player = $595.00 6ft Black HDMI Cable = $16.95</td>
<td>NUC Wired Media Player (64 devices) = $38,080.00 6ft Black HDMI Cable (64 cables) = $1,084.80</td>
</tr>
<tr>
<td>Wireless Media Player for Parking Garage</td>
<td>1</td>
<td>NUC Wireless Media Player = $875.00 6ft Black HDMI Cable = $16.95</td>
<td>NUC Wireless Media Player (1 device) = $875.00 6ft Black HDMI Cable (1 cable) = $16.95</td>
</tr>
<tr>
<td>Additional Media Players and cables for new locations (2, 3, 4) escalators 1 display each, (2) at security checkpoint and (1) in parking ramp area.</td>
<td>4</td>
<td>NUC Wireless Media Player = $595.00 6ft Black HDMI Cable = $16.95</td>
<td>NUC Wireless Media Player (4 devices) = $2,380.00 6ft Black HDMI Cable (6 cables) = $67.80</td>
</tr>
<tr>
<td>Total Cost for Media Players and Cables to Connect Media Players via HDMI input</td>
<td>Total: $42,504.55</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Component Costs: $42,504.55

LG Commercial Displays w/ 3yr Warranty:

<table>
<thead>
<tr>
<th>Commercial Display Pricing</th>
<th>EST QTY</th>
<th>Cost for Each</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>&quot;19&quot; does not declare specific display size / requirements. AdGators believes that the existing 19&quot; displays would be replaced by 49&quot; displays, however; fitter below in pricing should the county wish to purchase 37&quot; or 55&quot; displays for the banks and courthouses.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>32&quot; LG LED 400ONT Commercial Display w/3 year warranty</td>
<td>64</td>
<td>$408.00</td>
<td>$27,344.00</td>
</tr>
<tr>
<td>43&quot; LG LED 400ONT Commercial Display w/3 year warranty</td>
<td>1</td>
<td>$586.00</td>
<td>$586.00</td>
</tr>
<tr>
<td>55&quot; LG LED 400ONT Commercial Display w/3 year warranty</td>
<td>4</td>
<td>$918.00</td>
<td>$3,672.00</td>
</tr>
<tr>
<td>55&quot; UltraView 4K Outdoor Commercial Display w/3 year warranty</td>
<td>1</td>
<td>$3,162.00</td>
<td>$3,162.00</td>
</tr>
</tbody>
</table>

Total Commercial Display Costs (based upon replacing current displays with 37" displays with 49" displays. "If court desired 49" displays, we have priced the unit price so that a total can be calculated. We would like for the court to consider 49" displays as it will allow for more content. |

Total Display Costs: $44,342.00
Peerless Mounting Material
AdGators understands that the Court currently utilizes Peerless ST16D wall mounts. These wall mounts based upon Peerless Specifications state the following: The Peerless ST16D is a tilting wall mount solution for 22"-71" screens with 16" stud centers. Because of this, the display sizes quoted within this response should allow the Court to keep the existing mounting hardware in place for existing banks of displays and in front of the Courtrooms.

If existing mounting hardware cannot be used or additional flat wall mounting hardware is desirable, the Court might consider using the less expensive Peerless ST640 Universal Wall Mount instead of the ST16D dedicated tilt wall mount because it requires a PLP-V adapter for whatever size display the court uses.

<table>
<thead>
<tr>
<th>Peerless Commercial Mounting Material</th>
<th>EST QTY</th>
<th>Cost for Each</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Peerless Commercial Flat Wall Mount ST16</td>
<td>12</td>
<td>$178.00</td>
<td>$2,136.00</td>
</tr>
<tr>
<td>Peerless PLP Adapter Plate for ST16</td>
<td>12</td>
<td>$85.00</td>
<td>$1,020.00</td>
</tr>
<tr>
<td>*Optional Peerless Commercial Flat Wall Mount ST640 vs ST16</td>
<td>1</td>
<td>$112.00</td>
<td>$112.00</td>
</tr>
<tr>
<td>Peerless Commercial Universal Ceiling Mount</td>
<td>4</td>
<td>$335.00</td>
<td>$1,340.00</td>
</tr>
<tr>
<td>Peerless Commercial Universal Ceiling Dual Display Swivel Mount (Security Checkpoint)</td>
<td>1</td>
<td>$401.00</td>
<td>$401.00</td>
</tr>
<tr>
<td>Peerless Ceiling Plate for Structural or Wood Joist 16' or Center</td>
<td>4</td>
<td>$51.00</td>
<td>$204.00</td>
</tr>
<tr>
<td>*Optional Peerless DST Flat/Tilt Universal Ceiling Mount with Media Player Device Storage.</td>
<td>1</td>
<td>$198.00</td>
<td>$198.00</td>
</tr>
<tr>
<td>Peerless Outdoor Articulating Wall Mount</td>
<td>1</td>
<td>$652.00</td>
<td>$652.00</td>
</tr>
<tr>
<td>*Optional Peerless Outdoor 3' Drop Wind Rated Ceiling Mount</td>
<td>1</td>
<td>$876.00</td>
<td>$876.00</td>
</tr>
<tr>
<td>10% Allowance for possible fastener kits, adapter plates or hardware price fluctuation</td>
<td>1</td>
<td></td>
<td>$57.30</td>
</tr>
</tbody>
</table>

Estimated Total Mounting Hardware Costs: $6,326.00

Equipment Installation
AdGators proposes Conference Technologies Inc., a nationwide leader in Court A/V installations who is licensed to conduct business in Illinois and currently has projects with Rock Island County Circuit Clerk and Lake County Circuit Clerk. Conference Technologies has proposed a Labor Pool to the court, estimated budget based upon the request for the physical replacement of the old monitors and installation of the new mounts and monitors. This estimated could be less based upon final walk-through.

<table>
<thead>
<tr>
<th>Labor Pool Determining Factors</th>
<th>EST HRS</th>
<th>Cost for One Employee Per Hour Per Day ($8/hr day)</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Based upon historical data and projects similar to the Courts request</td>
<td>94</td>
<td>$200.00</td>
<td>$18,800.00</td>
</tr>
<tr>
<td>Labor Pool Determining Factors</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Estimate includes drive time - unloading tools &amp; ladders - removing displays - unpacking new displays - installing new displays and media players - keeping work area clean - configuring display settings - testing power and network connections - moving old displays to designated storage room - *keeping in mind 2 days because working from scoring Labor Pool was determined by removal of existing displays - 1 day per bank of displays per floor = 4 days, 1 day per ceiling mount displays per floor and security area = 5 days, 5 day garage parking, 2 days for courtroom displays which equals = 11.5 days. The labor pool allows for 12 days for unanticipated issues or situations.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Estimated Equipment Installations Costs: $38,400.00
Services

AdGators understands that we are expected to design, supply, install, configure, test and deploy each of the components within the digital display system that fully complies with the specifications and requirements for the agreed upon fees.

Set-up Fee and Implementation

(Project Management, Design, Configuration, Docket Implementation & Training)

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Quantity</th>
<th>Cost of Each</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design, Configuration, Implementation of DocketVision &amp; Training</td>
<td>1 Time</td>
<td>$65.00 per device</td>
<td>$4,240.00</td>
</tr>
<tr>
<td>Project Management Fee</td>
<td>1 Time</td>
<td>unlimited</td>
<td>$895.00</td>
</tr>
<tr>
<td>Travel Expenses (located in-State)</td>
<td>N/A</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total Setup fees and implementation Costs</td>
<td></td>
<td></td>
<td>$5,315.00</td>
</tr>
</tbody>
</table>

Total Setup Fee and Implementation Costs: $5,315.00

Annual Software Maintenance and Support

(*Maintenance and Support covers up to 70 devices being managed)

<table>
<thead>
<tr>
<th>On-site Solution - In this solution the County owns the Software and shall have the responsibility for hosting</th>
<th>Cost Per Year</th>
<th>Cloud Based Solution - SaaS This solution is Software as a Service and will provide all features and latest release during term including unlimited support</th>
<th>Cost Per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Software Maintenance &amp; Support Year 1</td>
<td>N/A</td>
<td>Total Software Maintenance &amp; Support Year 1</td>
<td>$6,868.00</td>
</tr>
<tr>
<td>Total Cost</td>
<td>N/A</td>
<td>Total Cost</td>
<td>$6,868.00</td>
</tr>
<tr>
<td>Additional Terms - Renewal</td>
<td>N/A</td>
<td>Additional Terms - Renewal</td>
<td></td>
</tr>
<tr>
<td>Software Maintenance &amp; Support Year 2</td>
<td>N/A</td>
<td>Software Maintenance &amp; Support Year 2</td>
<td>$6,868.00</td>
</tr>
<tr>
<td>Software Maintenance &amp; Support Year 3</td>
<td>N/A</td>
<td>Software Maintenance &amp; Support Year 3</td>
<td>$6,868.00</td>
</tr>
<tr>
<td>Software Maintenance &amp; Support Year 4</td>
<td>N/A</td>
<td>Software Maintenance &amp; Support Year 4</td>
<td>$6,868.00</td>
</tr>
<tr>
<td>Total Software Maintenance &amp; Support Full Term</td>
<td>N/A</td>
<td>Total Software Maintenance &amp; Support Full Term</td>
<td>$27,472.00</td>
</tr>
</tbody>
</table>

NOTE: Maintenance and Support Agreement covers up to 70 devices being managed

Total Software Maintenance & Support Costs Year 1: $6,868.00

Other Delineated Costs:

<table>
<thead>
<tr>
<th>Item Description</th>
<th>EST Qty</th>
<th>Cost of Each</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Optional (Zoom Radar) Interactive weather radar map for displays</td>
<td>Annually</td>
<td>optional $200.00 per year</td>
<td>$200.00</td>
</tr>
<tr>
<td>Standard Ground Insured Shipping</td>
<td>1 x</td>
<td>estimate</td>
<td>$1,250.00</td>
</tr>
<tr>
<td>Custom Development otherwise not specified within RFP</td>
<td></td>
<td>$90.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Travel Expenses (located In-State)</td>
<td>N/A</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Tax Exempt</td>
<td>N/A</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total Other Costs</td>
<td></td>
<td></td>
<td>$1,250.00</td>
</tr>
</tbody>
</table>

Total Other Delineated Costs: $1,250.00
Total Project Pricing

*Pricing does not include Courts request to change display sizes, mounting hardware and quantities. Items enclosed within the response may be modified at the request of the Court and AdGators will provide the Court with an updated Pricing Proposal prior to a Court Ordered Purchase Order being issued.

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Component Costs</td>
<td>$42,504.55</td>
</tr>
<tr>
<td>Total Display Costs</td>
<td>$44,342.00</td>
</tr>
<tr>
<td>Estimated Total Mounting Hardware Costs</td>
<td>$6,326.00</td>
</tr>
<tr>
<td>Estimated Equipment Installations Costs</td>
<td>$38,400.00</td>
</tr>
<tr>
<td>Total Setup Fee and Implementation Costs</td>
<td>$5,315.00</td>
</tr>
<tr>
<td>Total Software Maintenance &amp; Support Costs Year 1</td>
<td>$6,868.00</td>
</tr>
<tr>
<td>Total Other Delineated Costs</td>
<td>$1,250.00</td>
</tr>
<tr>
<td><strong>Total Project Pricing</strong></td>
<td><strong>$145,005.55</strong></td>
</tr>
</tbody>
</table>

Maintenance & Support:
- Year 2: $6,868.00
- Year 3: $6,868.00

3 yrs: $168,741.55
ACCEPTANCE

AdGators agrees to the terms and conditions set-forth within the request.

This quotation is subject to the Clerk of the Circuit Court of the Eighteenth Judicial Circuit acceptance of hardware, services, and support described above and contained within the response. To accept quotation as described and selected by the court, please provide a Purchase Order, signature of acceptance, and return by scan to chammond@adgators.com

Clerk of the Circuit Court of the Eighteenth Judicial Circuit

Signature: [Signature]

Printed Name: CHRISS KACHONIKAS

Title: CIRCUIT CLERK

Date: 9-10-2018

Adgators.com LLC

By: [Signature]

Name: Joshua W. Budd

Title: Chief Executive Officer

Date:

EFFECTIVE 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: AdGators.com, LLC
Company Contact: Colleen Hammond
Contact Phone: 860-610-5554 ext. 2
Contact Email: chammond@adgators.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 order to one (1) or more contracts, or two (2) or more individual contracts with the County resulting in an aggregate amount of or in excess of $5,000, 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, board counsel and underwrittens counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contacting person has made contributions.

<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 contractor or contractor. And shall such disclosure with any changes that may occur.

<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 contractor or contractor 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:

- 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.gov/CountyBoard/Policies/

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

Authorized Signature

Printed Name: Josh Budd
Title: Chief Executive Officer
Date: 8/16/2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page ______ of ______ (total number of pages)
Clerk of the Circuit Court of the Eighteenth Judicial Circuit and the County of DuPage

COURT CALL MONITORS & DIGITAL SIGNAGE #18-167-JM
RFP Open: 08/20/2018 @ 2:30 pm

RFP Evaluation Scorecard
DuPage County Procurement Services Division

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Available Points</th>
<th>AdGators</th>
<th>Four Winds Interactive</th>
<th>Reach Media Network</th>
<th>Infax, inc.</th>
<th>MVIX (USA) Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm Qualifications</td>
<td>40</td>
<td>37</td>
<td>34</td>
<td>37</td>
<td>33</td>
<td>13</td>
</tr>
<tr>
<td>Key Qualifications</td>
<td>20</td>
<td>20</td>
<td>17</td>
<td>9</td>
<td>15</td>
<td>5</td>
</tr>
<tr>
<td>Project Understanding &amp; Schedule</td>
<td>25</td>
<td>24</td>
<td>21</td>
<td>18</td>
<td>19</td>
<td>14</td>
</tr>
<tr>
<td>Price (scored by Procurement)</td>
<td>15</td>
<td>14</td>
<td>8</td>
<td>15</td>
<td>11</td>
<td>12</td>
</tr>
<tr>
<td>Total</td>
<td>100</td>
<td>94</td>
<td>80</td>
<td>78</td>
<td>77</td>
<td>43</td>
</tr>
</tbody>
</table>

| Total Project Price including Mtce and Support for 4 Years | $165,609.55 | $275,745.00 | $152,314.00 | $198,807.00 | $191,749.00 |
| Percentage of Points                  | 92%          | 55%        | 100%        | 77%        | 79%          |
| Points awarded (wtd against lowest price) | 14          | 8          | 15          | 11         | 12          |

NOTES:
Total Project Price ($165,609.55) + 20% Contingency ($33,121.91) = $198,731.46 request.

<table>
<thead>
<tr>
<th>RFP Posted/Advertised</th>
<th>7/19/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Invitations Sent</td>
<td>37</td>
</tr>
<tr>
<td>Total Requesting Documents</td>
<td>11</td>
</tr>
<tr>
<td>Total RFP Responses Received</td>
<td>5</td>
</tr>
<tr>
<td>RFP Opening Attended by</td>
<td>JEM, GV</td>
</tr>
</tbody>
</table>
# 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:** 8/13/18

<table>
<thead>
<tr>
<th>Company Name</th>
<th>AdGators.com, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone</td>
<td>866-610-5554 ext. 2</td>
</tr>
<tr>
<td>Contact Email</td>
<td><a href="mailto:chammond@adgators.com">chammond@adgators.com</a></td>
</tr>
</tbody>
</table>

**Bid#/Contract/PO #:**

### 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 $250,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

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

<table>
<thead>
<tr>
<th>Add</th>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, kind of 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.

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

<table>
<thead>
<tr>
<th>Add</th>
<th>Line</th>
<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:

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- 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**

Josh Budd  
Chief Executive Officer  
8/16/2018

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

<table>
<thead>
<tr>
<th>Vendor: AdGators.com LLC</th>
<th>Contract</th>
<th>Contract Total:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Vendor #: 19667</td>
<td>$193,237.06</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Dept: Circuit Court Clerk</th>
<th>Contact: Kevin Vaske</th>
<th>Phone: 630-407-8647</th>
</tr>
</thead>
</table>

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

To replace the Court Call monitors and digital signage within the court house.

### Reason for Procurement

The software is obsolete and not upgradeable plus the monitors and PC's on each monitor is over 10 years and starting to fail.

### FUNDING SOURCE

- [ ] Procurement budgeted for (FY and budget code(s)): 18-1400-6720-54100 & 19-1400-6720-54100 & FY19-22 1400-6720-53807
- [ ] 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 # ___________________________
- [ ] 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 # 18-167-JM ___________________________ (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>Date</th>
<th>Prepared By</th>
<th>KV</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sep 13, 2018</td>
<td>mlh</td>
<td>Date</td>
<td>10/4/2018</td>
<td>Date</td>
<td></td>
</tr>
</tbody>
</table>

### REVIEWED BY (Initials Only)

- [ ] Buyer Date 10-5-18

- [ ] Chief Financial Officer Date 10-10-18

- [ ] Chairman's Office Date 10-11-18

---

FUNDING SOURCE

Procurement budgeted for (FY and budget code(s)): 18-1400-6720-54100 & 19-1400-6720-54100 & FY19-22 1400-6720-53807

### DECISION MEMO NOT REQUIRED

- LOWEST RESPONSIBLE QUOTE # or BID # ___________________________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- RENEWAL, Enter Bid # ___________________________
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- REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- OTHER THAN LOWEST RESPONSIBLE, BID # ___________________________

---

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER
The United States of America
State of Illinois
County of DuPage

FUND AUTHORIZATION

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

Requisition #: 13472
AdGators.com LLC
3905 Kingsley Drive
Springfield IL 62711

Court Call Monitors & Digital Signage $193,237.06

APPROVED:

Hon. Daniel Guerin
Chief Judge

Date 10-5-18

Chris Kachiroubas, CLERK OF THE 18th JUDICIAL CIRCUIT COURT
WHEATON, ILLINOIS 60189-0707 ©
RESOLUTION
JPS-007-11

A RESOLUTION AUTHORIZING PARTICIPATION AS A MEMBER IN THE ILLINOIS EMERGENCY MANAGEMENT MUTUAL AID SYSTEM RESPONSE PURSUANT TO AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE COUNTY OF DU PAGE AND THE ILLINOIS EMERGENCY SERVICES MANAGEMENT ASSOCIATION FOR THE ESTABLISHMENT OF A MUTUAL AID INTERGOVERNMENTAL SERVICE AGREEMENT

WHEREAS, the County of DuPage has long since, pursuant to Ordinance, established the DuPage County Office of Homeland Security and Emergency Management (DuPage OHSEM) pertaining to appropriate functions in the case of an emergency; and

WHEREAS, it is recognized that at any given time emergency situations may occur that are beyond the capacities of the County of DuPage to deal effectively with in terms of personnel, equipment and material resources; and

WHEREAS, in adopting the Illinois Emergency Management Mutual Aid System Intergovernmental Service Agreement, the DuPage County OHSEM as one of the Members thereof, hereby expresses its intent to assist a nearby member jurisdiction by assigning as appropriate some of its personnel equipment or material resources to the requesting member municipality as situations allow; and

WHEREAS, said Service Agreement is authorized by the Illinois Emergency Management Act, Section 3305/13 and pursuant to the Ordinances of the County of DuPage, allowing for the participation in various mutual aid agreements; and

WHEREAS, it is in the best interests of the County of DuPage to provide as much as possible for assistance to the residents of the County and other Members of said Mutual Aid Service Agreement.

NOW, THEREFORE, BE IT RESOLVED by the County Board of the County of DuPage, Illinois, as follows:

Section 1: That the above and foregoing recitals are incorporated as findings of fact in this Resolution.
Section 2: That the County of DuPage a body politic, may participate as a Member of the Illinois Emergency Management Mutual Aid System pursuant to that certain Mutual Aid Intergovernmental Service Agreement which is attached to this Resolution hereto and incorporated herein and identified as "Exhibit A".

Section 3: That the County Board Chairman be and is hereby authorized to execute, on behalf of the County of DuPage, said Agreement and that the DuPage County Clerk is authorized to attest to said Agreement.

Enacted and approved this 27th day of September 2011 at Wheaton, Illinois.

Daniel J. Cronin, Chairman
DuPage County Board

ATTEST:

Gary A. King, County Clerk

Ayes: 18
MEMO

To: Judicial/Public Safety Members

From: Norm Sturm, Director
Office of Homeland Security and Emergency Management

Date: September 14, 2011

Re: Approval of Mutual Aid Agreement

The attached mutual aid agreement and corresponding resolution will allow DuPage OHSEM to participate in a state-wide emergency management mutual aid system. This system will provide the County access to supplemental emergency management personnel and equipment during a large-scale emergency or disaster. These supplemental assets will be supplied by other emergency management agencies throughout the State of Illinois. These assets include (but are not limited to):

- Incident management personnel
- Mobile generators & lights
- Mobile command posts
- Communications assets

According to the Illinois Emergency Services Management Agency there are currently 65 (out of 102) counties within Illinois that are part of the mutual aid pact, with many more in process. I invite you to contact me if you have any questions.
Illinois Emergency Management
MUTUAL AID SYSTEM
AGREEMENT

This Agreement made and entered into the date set forth next to the signature of the respective parties, by and between the units of local government subscribed hereto (hereafter "Unit(s)" that have approved this Agreement and adopted same in manner as provided by law and are hereafter listed at the end of this Agreement.

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and,

WHEREAS, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and,

WHEREAS, Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

WHEREAS, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in emergency management and the protection of life and property from an emergency or disaster; and,
WHEREAS, the parties hereto have determined that it is in their best interests to form an association to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

NOW, THEREFORE, in consideration of the foregoing recitals, the Unit's membership in the Illinois Emergency Management Mutual Aid System (IEMMAS) and the covenants contained herein, THE PARTIES HERETO AGREE AS FOLLOWS:

SECTION ONE

Purpose

It is recognized and acknowledged that in certain situations, such as, but not limited to, emergencies, natural disasters, man-made catastrophes and special events, the use of an individual Member Unit's personnel and equipment to perform functions outside the territorial limits of the Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. It is further expressly acknowledged that in certain situations, such as the aforementioned, the use of other Member Unit's personnel and equipment to perform functions within the territorial limits of a Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. Further, it is acknowledged that coordination of mutual aid through the Illinois Emergency Management Mutual Aid System is desirable for the effective and efficient provision of mutual aid.
SECTION TWO

Definitions

For the purpose of this Agreement, the following terms as used in this agreement shall be defined as follows:

A. "Illinois Emergency Management Mutual Aid System" (hereinafter referred to as "IEMMAS"): A definite and prearranged plan whereby response and assistance is provided to a affected/stricken Unit by the Aiding Unit(s) in accordance with the system established and maintained by the IEMMAS member Units and amended from time to time;

B. "Member Unit": A unit of local government including but not limited to a city or county having an Emergency Management Program accredited/certified by the State of Illinois, or an intergovernmental agency and the units of which the intergovernmental agency is comprised which is a party to the IEMMAS Agreement and has been appropriately authorized by the governing body to enter into such agreement, and to comply with the rules and regulations of IEMMAS;

C. "Affected/stricken Unit": A Member Unit which requests aid through the Illinois Emergency Management Agency in the event of an emergency:

D. "Aiding Unit": A Member Unit furnishing equipment, personnel, and/or services to an affected/stricken Unit;

E. "Emergency/Disaster": An occurrence or condition in a Member Unit's territorial jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the affected/stricken Unit and such that a
Member Unit determines the necessity and advisability of requesting aid.

F. "IEMA Regions": The geographically associated Member Units or unit of which have been grouped for operational efficiency and representation of those Member Units.

G. "Training": The regular scheduled practice of emergency procedures during non-emergency drills/exercise to implement the necessary joint operations of IEMMAS.

H. "IESMA-MST Committee": The governing body of IEMMAS is comprised of the IEMMAS Team Leaders and Assistant Team Leaders, of whom are members of the Illinois Emergency Services Management Association.

I. "Mobile Support Team": A group of emergency management personnel, who are members of Member Units and who are approved by the IEMMAS Executive Board and operate under guidelines as established by the IEMMAS Executive Board.

J. "Special Event": A non-routine event that places a strain on a Member Unit’s resources that may involve a large number of people and that such event requires additional planning, preparation and mitigation for public safety.

SECTION THREE

Authority and Action to Effect Mutual Aid

A. The Member Units hereby authorize and direct their respective Emergency Manager / Coordinator or his designee to take necessary and proper action to
render and/or request mutual aid from the other Member Units in accordance with
the policies and procedures established and maintained by the IEMMAS Member
Units. The aid rendered shall be to the extent of available personnel and
equipment not required for adequate protection of the territorial limits of the
Aiding Unit. The judgment of the Emergency Manager / Coordinator, or his
designee, of the Aiding Unit shall be final as to the personnel and equipment
available to render aid.

B. Whenever an emergency / disaster or special event occurs and conditions are such
that the Emergency Manager / Coordinator, or his designee, of the affected /
stricken Unit determines it advisable to request aid pursuant to this Agreement he
shall notify IEMA of the nature and location of the emergency / disaster / special
event and the type and amount of equipment and personnel and/or services
requested from the IEMMAS, including the activation of Mobile Support Teams.

C. The Emergency Manager / Coordinator, or his designee, of the Aiding Unit shall
take the following action immediately upon being requested for aid:

1. Establish the incident command system at the site of the emergency.
2. Determine what equipment, personnel and/or services is requested
   according to the system maintained by IEMMAS;
3. Determine if the requested equipment, personnel, and/or services can be
   committed in response to the request from the affected/stricken Unit;
4. Dispatch immediately the requested equipment, personnel and/or services,
   to the extent available, to the location of the emergency reported by the
affected/stricken unit in accordance with the procedures of IEMMAS;

5. Notify the affected / stricken unit if any or all of the requested equipment, personnel and/or services cannot be provided.

SECTION FOUR

Incident Management System

The National Incident Management System shall be the standard under which this Agreement shall function. The purpose of the incident management system shall be to provide structure and coordination to the management of emergency incident operations in order to provide for the safety and health of emergency service organization personnel and other persons involved in those activities. Personnel dispatched to aid a party pursuant to this Agreement shall remain employees of the Aiding Unit. Personnel rendering aid shall report for direction and assignment at the scene of the emergency to the State Incident Commander at the Forward Command Post. The party rendering aid shall at all times have the right to withdraw any and all aid upon the order of its Emergency Manager / Coordinator or his designee; provided, however, that the party withdrawing such aid shall notify the State Incident Commander at the Forward Command Post of the withdrawal of such aid and the extent of such withdrawal.

SECTION FIVE

Compensation for Aid

Equipment, personnel, and/or services provided pursuant to this Agreement shall be at no charge to the party requesting aid; however, any expenses recoverable from third parties shall be
equitably distributed among responding parties. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes.

SECTION SIX
Insurance

Each party hereto shall procure and maintain, at its sole and exclusive expense, insurance coverage, including personal injury, property damage. No party hereto shall have any obligation to provide or extend insurance coverage for any of the items enumerated herein to any other party hereto or its personnel. The State of Illinois shall provide workman compensation and comprehensive liability insurance. Upon request, Member Units shall provide such evidence as herein provided to the IEMMAS members.

SECTION SEVEN
Indemnification

Each party hereto agrees to waive all claims against all other parties hereto for any loss, damage, personal injury or death occurring in consequence of the performance of this Mutual Aid Agreement; provided, however, that such claim is not a result of gross negligence or willful misconduct by a party hereto or its personnel.

Each party requesting or providing aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the party rendering aid and its personnel from any and all claims, demands, liability, losses, suits in law or in equity which are made by a third party. This indemnity shall include attorney fees and costs that may arise from providing aid.
pursuant to this Agreement. Provided, however, that all employee benefits, wage and disability payments, pensions, worker's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the party rendering aid shall be the sole and exclusive responsibility of the respective party for its employees, provided, however, that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of the party rendering aid.

The obligations and duties set forth in this Section shall survive the end or termination of this Mutual Aid Agreement.

SECTION EIGHT

Non-Liability for Failure to Render Aid

The rendering of assistance under the terms of this Agreement shall not be mandatory if local conditions of the Aiding Unit prohibit response. It is the responsibility of the Aiding Unit to immediately notify the affected / stricken unit of the Aiding Unit's inability to respond; however, failure to immediately notify the affected / stricken unit of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.
SECTION NINE

Term

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one-year terms unless terminated in accordance with this Section.

Any party hereto may terminate its participation in this Agreement at any time, provided that the party wishing to terminate its participation in this Agreement shall give written notice to the IEMMAS specifying the date of termination, such notice to be given at least 90 calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given by personal delivery, registered mail or certified mail.

SECTION TEN

Effectiveness

This Agreement shall be in full force and effective upon approval by the parties hereto in the manner provided by law and upon proper execution hereof.

SECTION ELEVEN

Binding Effect

This Agreement shall be binding upon and inure to the benefit of any successor of entity which may assume the obligations of any party hereto. Provided, however, that this Agreement may not be assigned by a Member Unit without prior written consent of the parties hereto; and this Agreement shall not be assigned by IEMMAS without prior written consent of the parties.
hereto.

SECTION TWELVE
Validity

The invalidity of any provision of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and this Agreement may be enforced with that provision severed or modified by court order.

SECTION THIRTEEN
Notices

All notices hereunder shall be in writing and shall be served personally, by registered mail or certified mail to the parties at such addresses as may be designated from time to time on the IEMMAS mailing lists or, to other such addresses as shall be agreed upon.

SECTION FOURTEEN
Governing Law

This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois.

SECTION FIFTEEN
Execution in Counterparts

This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.
SECTION SIXTEEN

IESMA-MST Committee

The IESMA-MST Committee is hereby identified as the authority to consider, adopt and amend from time to time, as needed, rules, procedures, by-laws and any other matters deemed necessary. The IESMA-MST Committee shall consist of 3 members appointed from within each IEMMAS region, who shall serve as the voting representative of said region on IEMMAS matters, and may appoint a designee to serve temporarily in his stead. Such designee shall be from within the respective region and shall have all rights and privileges attendant to a representative of that region. The IESMA Executive Board as provided for in the by laws shall coordinate the activities of the IEMMAS.

SECTION SEVENTEEN

Duties of the IESMA-MST Committee

The IESMA-MST Committee shall meet regularly to conduct business and to consider and publish the rules and procedures of the IEMMAS.

SECTION EIGHTEEN

Rules and Procedures

Rules, procedures of the IEMMAS shall be established by the IESMA-MST Committee as deemed necessary from time to time for the purpose of administrative functions, the exchange of information and the common welfare of the IEMMAS.
SECTION NINETEEN

Amendments

This Agreement may only be amended by written consent of all the parties hereto. This shall not preclude the amendment of rules, procedures of the IEMMAS as established by the IESMA-MST Committee to this Agreement. The undersigned unit of local government or public agency hereby has adopted, and subscribes to, and approves this MUTUAL AID SYSTEM Agreement to which this signature page will be attached, and agrees to be a party thereto and be bound by the terms thereof.

This Signatory certifies that this Illinois Emergency Management Mutual Aid System Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto.

President
Illinois Emergency Service Management Association

IEMMAS Chairperson

Political Entity

Daniel J. Cronin
Chairman,
DuPage County Board
Wheaton, Illinois

ATTEST

DuPage County Clerk
Wheaton, Illinois

DATE

10-17-14

DATE

10/13/2011

DATE

9/27/11

DATE

9/27/11
Grant Proposal Notification

GPN Number: 049-18
(Date of Notification: 10/03/2018)
Parent Committee Agenda Date: 10/16/2018
Grant Application Due Date: 10/02/2018

Name of Grant: 2018 Coverdell Forensic Science Improvement Grant
Name of Grantor: Illinois Criminal Justice Information Authority (ICJIA)
Originating Entity: U.S. Department of Justice
County Department: Sheriff's Office, Crime Laboratory
Department Contact: Claire Dragovich, Director, x2101
Parent Committee: Judicial & Public Safety
Grant Amount Requested: $74,075.00
Type of Grant: Continuation

Is this a new non-recurring Grant: ✔ Yes ☐ No
Source of Grant: ✔ Federal ☐ State ☐ Private ☐ Corporate
If Federal, provide CFDA: 16.742
If State, provide CSFA: 546-00-0956

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1. Justify the department’s need for this grant.

The purpose of this grant is to improve the quality and timeliness of forensic science. Additionally for this solicitation, it requires $43,279 of the grant to be spent specifically on opioid-related activities. The laboratory receives funding through the Sheriff’s Office general fund, crime lab fees (only assessed for convictions in drug cases) and the federal DNA backlog reduction and capacity enhancement grant (only to be used for DNA related spending). Without this grant, the laboratory would not be able to fund continuing accreditation, proficiency tests, replacement and update of obsolete equipment and continuing education. Specifically opioid-related, the laboratory would purchase: a hand-held device for screening unknown samples, replacement of obsolete software and one computer, reference publications, small equipment, consumable supplies and personal protective equipment.

2. Based on the County’s Strategic Plan, which strategic imperative(s) correlate with funding opportunity. Provide a brief explanation.

This funding opportunity correlates with the County’s plan for quality of life, specifically ‘1.1 Keep people safe in their homes and provide a safe environment for all who live and work in DuPage County’ and ‘1.2 Continue combating the County’s heroin crisis by working with local officials and community partners’, by providing forensic services to any law enforcement agency working within DuPage County. By providing continuing education to police agencies regarding appropriate packaging of evidence and legal requirements regarding evidence. By providing a superior service than the Illinois State Police with regards to turn-around time (the time it takes evidence to be worked), access to forensic scientists by law enforcement and the State’s Attorney’s Office. By expediting analysis when needed, i.e. suspected overdose, violent crime by unknown subject, threat to life by unknown subject, pending court date.

3. What is the period covered by the grant?  

   01/01/2019 to: 12/31/2019

   (MM/DD/YYYY) (MM/DD/YYYY)

3.1. If period is unknown, estimate the year the project or project phase will begin and anticipated duration:

   3.1.1. ___________ and ___________

   (MM/YY) (Duration)

4. Will the County provide “seed” or startup funding to initiate grant project? (Yes or No)

   No

4.1. If yes, please identify the Company-Accounting Unit used for the funding

5. If grant is awarded, how is funding received? (select one):

   5.1. Prior to expenditure of costs (lump-sum reimbursement upfront)  

   5.2. After expenditure of costs (reimbursement-based)
6. Does the grant allow for Personnel Costs? (Yes or No)  __________

6.1. If yes, what are the total projected salary and fringe benefit costs of personnel charging time to the grant for the entire term of the grant? Compute County-provided benefits at 40%.

6.1.1. Total salary ___________________ Percentage covered by grant __________

6.1.2. Total fringe benefits ___________________ Percentage covered by grant __________

6.1.3. Are any of the County-provided fringe benefits disallowed? (Yes or No): __________

   6.1.3.1. If yes, which ones are disallowed?

6.1.3.2. If the grant does not cover 100% of the personnel costs, from what Company-Accounting Unit will the deficit be paid?

6.2. Will receipt of this grant require the hiring of additional staff? (Yes or No):  __________

   6.2.1. If yes, how many new positions will be created?

      6.2.1.1. Full-time __________ Part-time __________ Temporary __________

   6.2.1.2. Will the headcount of the new position(s) be placed in the grant accounting unit? __________ (Yes or No)

      6.2.1.2.1. If no, in what Company-Accounting Unit will the headcount(s) be placed?
6.3. Does the grant award require the positions to be retained beyond the grant term? (Yes or No)   NA

   6.3.1. If yes, please answer the following:

   6.3.1.1. How many years beyond the grant term?   ______

   6.3.1.2. What Company-Accounting Unit(s) will be used?   ______

   6.3.1.3. Total annual salary   ______

   6.3.1.4. Total annual fringe benefits   ______

7. Does the grant allow for direct administrative costs? (Yes or No)   No

   7.1. If yes, please answer the following:

   7.1.1. Total estimated direct administrative costs for project   ______

   7.1.2. Percentage of direct administrative costs covered by grant   ______

   7.1.3. What percentage of the grant total is the portion covered by the grant   ______

8. What percentage of the grant funding is non-personnel cost / non-direct administrative cost?   100%

9. Are matching funds required? (Yes or No):

   9.1. If yes, please answer the following:

   9.1.1. What percentage of match funding is required by granting entity?   ______

   9.1.2. What is the dollar amount of the County's match?   ______
9.1.3. What Company-Accounting Unit(s) will provide the matching requirement? ______________

10. What amount of funding is already allocated for the project? ______________

10.1. If allocated, in what Company-Accounting Unit are the funds located? ______________

10.2. Will the project proceed if the funding opportunity is not awarded? (Yes or No): No

11. What is the total project cost (Grant Award + Match + Other Allocated Funding)? ______________

$0.00

$74,075.00