1. **CALL TO ORDER**

10:15 AM meeting was called to order by Chair Greg Hart at 10:15 AM.

2. **ROLL CALL**

   A. Motion to make Dino Gavanes a member of the committee for quorum purposes.

<table>
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<tr>
<th>RESULT:</th>
<th>APPROVED [UNANIMOUS]</th>
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<tbody>
<tr>
<td>MOVER:</td>
<td>Sam Tornatore, Vice Chair</td>
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<tr>
<td>SECONDER:</td>
<td>Amy L Grant, District 4</td>
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<tr>
<td>AYES:</td>
<td>Grant, Hart, Tornatore</td>
</tr>
<tr>
<td>ABSENT:</td>
<td>Chaplin, Khouri, Larsen</td>
</tr>
</tbody>
</table>

   PRESENT: Grant, Hart, Tornatore, Gavanes
   ABSENT: Chaplin, Khouri, Larsen

3. **PUBLIC COMMENT**

4. **CHAIRMAN'S REPORT - CHAIR HART**

   Chair Hart gave an update on the progress of the water testing relating to the Sterigenics Corporation in Willowbrook. The Illinois Environmental Protection Agency (ILEPA) has developed a plan and standard to conduct testing for both ethylene oxide and ethylene glycol in the water supply within a half mile radius of Sterigenics in Willowbrook. The ILEPA will canvass residents with well water for consent to test their water. The ILEPA will test the water within the next couple of weeks and the Illinois Department of Public Health will provide notice of the results.

5. **APPROVAL OF MINUTES**
A. Health & Human Services - Regular Meeting - Oct 16, 2018 10:15 AM

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Sam Tornatore, Vice Chair
SECONDER: Dino C. Gavanes, District 1
AYES: Grant, Hart, Tornatore, Gavanes
ABSENT: Chaplin, Khouri, Larsen

6. COMMUNITY SERVICES - MARY KEATING

A. CS Requests That Also Require Finance And/Or County Board Approval

1. HHS-P-0305-18 Recommendation for the approval of a contract purchase order to Cellco Partnership dba Verizon Wireless for Cellular and Wireless Services for the Senior Services Staff while they are in the field, for the period October 1, 2018 through November 30, 2019, for a contract total amount not to exceed $45,072.00. Contract pursuant to the Governmental Joint Purchasing Act. (State of Illinois Contract #CMS793372P) (Grant Funded PY19 $45,072.00)

RESULT: APPROVED [UNANIMOUS]
MOVER: Sam Tornatore, Vice Chair
SECONDER: Dino C. Gavanes, District 1
AYES: Grant, Hart, Tornatore, Gavanes
ABSENT: Chaplin, Khouri, Larsen

2. HHS-P-0306-18 Intergovernmental Agreement Between DuPage County and PACE Suburban Bus Service for Para-transit Services to Eligible Seniors, for the period of August 1, 2018 through September 30, 2019, for a contract total not to exceed $42,971.00, per Intergovernmental Agreement. (Grant Funded)

Mary Keating, Director of Community Services, answered questions related to the PACE contract, which provides services through the Ride DuPage Program. Ms. Keating explained the service is specific to seniors that contact the Senior Services Department for assistance getting to medical and specialty appointments.

RESULT: APPROVED [UNANIMOUS]
MOVER: Sam Tornatore, Vice Chair
SECONDER: Dino C. Gavanes, District 1
AYES: Grant, Hart, Tornatore, Gavanes
ABSENT: Chaplin, Khouri, Larsen
3. HHS-P-0307-18 Recommendation for the approval of a contract purchase order to Family Shelter Services, Inc., to provide Advocacy Services to Victims of Domestic Violence. This contract covers the period of December 1, 2018 through November 30, 2019 for Community Services, for a contract total amount not to exceed $85,000.00; 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 [UNANIMOUS] |
| MOVER: | Dino C. Gavanes, District 1 |
| SECONDER: | Sam Tornatore, Vice Chair |
| AYES: | Grant, Hart, Tornatore, Gavanes |
| ABSENT: | Chaplin, Khouri, Larsen |

4. FI-R-0928-18 RESOLUTION -- Acceptance and Appropriation of Additional Funding for the Low Income Home Energy Assistance Program (LIHEAP) ComEd Rate Relief Program Grant FY18 Company 5000 – Accounting Unit 1500 – $15,000

| RESULT: | APPROVED [UNANIMOUS] |
| MOVER: | Sam Tornatore, Vice Chair |
| SECONDER: | Dino C. Gavanes, District 1 |
| AYES: | Grant, Hart, Tornatore, Gavanes |
| ABSENT: | Chaplin, Khouri, Larsen |

7. COMMUNITY DEVELOPMENT COMMISSION - MARY KEATING

A. CDC Requests That Also Require Finance And/Or County Board Approval

1. FI-R-0929-18 RESOLUTION -- Acceptance and Appropriation of Additional Funding for The Forty-Fourth (44th) Year Community Development Block Grant FY18, Company 5000 - Accounting Unit 1440, $364,559.00

| RESULT: | APPROVED [UNANIMOUS] |
| MOVER: | Sam Tornatore, Vice Chair |
| SECONDER: | Dino C. Gavanes, District 1 |
| AYES: | Grant, Hart, Tornatore, Gavanes |
| ABSENT: | Chaplin, Khouri, Larsen |

2. FI-R-0930-18 RESOLUTION -- Acceptance and Appropriation of Additional Funding for The Thirtieth (30th) Year Emergency Solutions Grant FY18 Company 5000 - Accounting Unit 1470 $4,731.00
Items 7.A.2. and 7.A.3. were combined and approved.

RESULT: APPROVED [UNANIMOUS]
MOVER: Dino C. Gavanes, District 1
SECONDER: Sam Tornatore, Vice Chair
AYES: Grant, Hart, Tornatore, Gavanes
ABSENT: Chaplin, Khouri, Larsen

3. FI-R-0931-18 RESOLUTION -- Acceptance and Appropriation of Additional Funding for The Twenty-Seventh (27th) Year Home Investment Partnership Grant FY18 Company 5000 - Accounting Unit 1450 $543,336.00

RESULT: APPROVED [UNANIMOUS]
MOVER: Dino C. Gavanes, District 1
SECONDER: Sam Tornatore, Vice Chair
AYES: Grant, Hart, Tornatore, Gavanes
ABSENT: Chaplin, Khouri, Larsen

8. DUPAGE CARE CENTER - JANELLE CHADWICK

A. DuPage Care Center Requests That Also Require Finance And/Or County Board Approval

1. Change Order -- FI-P-020B-13 - Amendment to Resolution FI-P-020A-13, issued to Toshiba American Business Solutions, Inc., to increase the contract in the amount of $3,730.00, taking the amended contract amount of $239,139.36, resulting in an amended contract total amount not to exceed $242,869.36, an increase of 1.56% (76-0001 SERV)

RESULT: APPROVED [UNANIMOUS]
MOVER: Sam Tornatore, Vice Chair
SECONDER: Dino C. Gavanes, District 1
AYES: Grant, Hart, Tornatore, Gavanes
ABSENT: Chaplin, Khouri, Larsen

2. FI-R-0932-18 RESOLUTION -- Acceptance and Appropriation of the DuPage Care Center Foundation - Recreation Therapy Grant FY19 Company 5000 – Accounting Unit 2120 $18,000
RESULT: APPROVED [UNANIMOUS]
MOVER: Dino C. Gavanes, District 1
SECONDER: Sam Tornatore, Vice Chair
AYES: Grant, Hart, Tornatore, Gavanes
ABSENT: Chaplin, Khouri, Larsen

3. DT-P-0275-18 Recommendation for the approval of a contract purchase order to Red Wing Brands of America, Inc., to furnish safety shoes and work boots, as needed for the Division of Transportation, Public Works, Facilities Management, Stormwater and the Care Center, for the period December 1, 2018 through November 30, 2019, for a contract total not to exceed $53,000.00 (Division of Transportation $21,000.00, Public Works $15,000.00, Facilities Management $10,000.00, Stormwater $4,500.00, Care Center $2,500.00); Per renewal option under RFP 17-177-JM, first of three options to renew.

RESULT: APPROVED [UNANIMOUS]
MOVER: Dino C. Gavanes, District 1
SECONDER: Sam Tornatore, Vice Chair
AYES: Grant, Hart, Tornatore, Gavanes
ABSENT: Chaplin, Khouri, Larsen

4. HHS-P-0308-18 Recommendation for the approval of a contract purchase order to Medline Industries, Inc., for various linens, for the DuPage Care Center, for the period December 1, 2018 through November 30, 2019, for a contract total not to exceed $44,817.20, per low bid #18-193-CARE (This bid was split between 2 vendors - these 7 out of 13 items bid were the lowest for Medline Industries, Inc.)

RESULT: APPROVED [UNANIMOUS]
MOVER: Sam Tornatore, Vice Chair
SECONDER: Dino C. Gavanes, District 1
AYES: Grant, Hart, Tornatore, Gavanes
ABSENT: Chaplin, Khouri, Larsen

5. Change Order -- Change Order -- HHS-P-0394A-17 Amendment to Resolution HHS-P-0394-17 (P.O. 2788-0001 SERV) issued to Symbria Rehab, Inc., for Physical, Occupational, Speech and Respiratory Therapy and Consulting Services, for the period to increase contract in the amount of $63,341.00, resulting in an amended contract total amount not to exceed $1,263,341.00, an increase of 5.28%.

Items 8.A.5. and 8.A.6. were combined and approved.
RESULT: APPROVED [UNANIMOUS]
MOVER: Dino C. Gavanes, District 1
SECONDER: Sam Tornatore, Vice Chair
AYES: Grant, Hart, Tornatore, Gavanes
ABSENT: Chaplin, Khouri, Larsen

6. Change Order -- Change Order -- HHS-P-0431A-17 Amendment to Resolution HHS-P-0431-17, County Contract 2910-0001 SERV, issued to AirGas USA, LLC, to furnish and deliver liquid portable oxygen for the residents at the DuPage Care Center and increase encumbrance in the amount of $3,500.00, resulting in an amended contract total amount not to exceed $35,500.00, an increase of 10.94%.

RESULT: APPROVED [UNANIMOUS]
MOVER: Dino C. Gavanes, District 1
SECONDER: Sam Tornatore, Vice Chair
AYES: Grant, Hart, Tornatore, Gavanes
ABSENT: Chaplin, Khouri, Larsen

B. DuPage Care Center Requests for Parent Committee Final Approval

C. DuPage Care Center Requests for Parent Committee Final Approval

Items 8.B.1. through 8.B.5. were combined and approved.

RESULT: APPROVED [UNANIMOUS]
MOVER: Dino C. Gavanes, District 1
SECONDER: Amy L Grant, District 4
AYES: Grant, Hart, Tornatore, Gavanes
ABSENT: Chaplin, Khouri, Larsen

1. 2018-264 Recommendation for the approval of a contract purchase order to Office Depot, Inc., for office supplies, for the DuPage Care Center, for the period November 15, 2018 through November 14, 2019, for a contract total not to exceed $13,460.00, per renewal option under low bid #17-212-DT, first optional one year renewal.

2. 2018-265 Recommendation for the approval of a contract purchase order to Elite Medical Transportation, LLC, for transportation and dispatch services for the DuPage Care Center, for the period October 16, 2018 through October 15, 2019, for a contract total not to exceed $7,500.00, other Professional Services.
3. **2018-266 Recommendation** for the approval of a contract purchase order to Midwest X-Ray Inc., for professional on-site diagnostic healthcare (ultrasounds, x-rays, holter monitoring, etc) for the period December 1, 2018 through November 30, 2019, for a total contract total not to exceed $12,000.00, per other professional services, third and final optional one-year renewal.

4. **2018-267 Recommendation** for the approval of a contract purchase order to Cellco Partnership dba Verizon Wireless, for cellular and wireless services, for the DuPage Care Center, for the period December 1, 2018 through November 30, 2019, for a contract total not to exceed $13,750.00. Contract let pursuant to the Governmental Joint Purchasing Act (State of Illinois) Contract CMS793372P.

5. **2018-268 Recommendation** for the approval of a contract purchase order to Bob Barker Company, for various linens, for the DuPage Care Center, for the period December 1, 2018 through November 30, 2019, for a contract total not to exceed $13,866.74, per low bid #18-193-CARE (This bid was split between 2 vendors - these 6 out of 13 items bid were the lowest for Bob Barker Company)

9. **BUDGET TRANSFERS**

10. **BUDGET TRANSFERS**

   Items 9.1. and 9.2. were combined and approved.

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<th>RESULT:</th>
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<tr>
<td>ABSENT:</td>
<td>Chaplin, Khouri, Larsen</td>
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</tbody>
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1. Budget Transfers -- DuPage Care Center - To transfer monies to cover professional engineering services through November 30, 2018 - $16,559.00

2. Budget Transfers -- DuPage Care Center - To transfer monies to cover remaining rental expenses for liquid medical oxygen, oxygen, helium, and carbon dioxide, and to transfer monies to cover water, sewer, and electricity through November 30, 2018 - $113,900.00

11. **TRAVEL REQUESTS - OVERNIGHT - REQUIRE COUNTY BOARD APPROVAL**

   A. Authorization for Overnight Travel -- Community Services Case Manager Liaison to attend the Ombudsman Level 1 Training in Bloomington, Illinois from November 8, 2018 through November 9, 2018. Expenses to include transportation, lodging, and per diem for approximate total of $305.00. Seniors grant funded 5000-1720.
RESULT: APPROVED [UNANIMOUS]
MOVER: Sam Tornatore, Vice Chair
SECONDER: Dino C. Gavanes, District 1
AYES: Grant, Hart, Tornatore, Gavanes
ABSENT: Chaplin, Khouri, Larsen

12. CONSENT ITEMS

13. INFORMATIONAL ITEMS

A. Grant Proposal Notifications -- Grant Proposal Notification & Report # 156-18 DuPage Care Center Foundation Recreation Therapy Grant FY19 - $18,000.00

Janelle Chadwick, Administrator of the DuPage Care Center, and Anita Rajagopal, Assistant Administrator, answered questions regarding the Recreation Therapy Grant, explaining the funding covers an assessment and actual therapy services for such things as music, reading, shopping, and field trips for residents.

RESULT: ACCEPTED AND PLACED ON FILE [UNANIMOUS]
MOVER: Sam Tornatore, Vice Chair
SECONDER: Dino C. Gavanes, District 1
AYES: Grant, Hart, Tornatore, Gavanes
ABSENT: Chaplin, Khouri, Larsen

14. RESIDENCY WAIVERS - JANELLE CHADWICK

15. COMMUNITY SERVICES UPDATE - MARY KEATING

Mary Keating stated that Elmhurst and Bensenville joined Wheaton, Glen Ellyn, Milton Township, Naperville, and Lisle in the Ride DuPage Program. Naperville and Lisle Townships have sponsors with Ride DuPage. The service is provided through contracts with PACE for municipalities, townships, or social services agencies that want to subsidize transportation for seniors and persons with disabilities, and is available 24/7, 365 days a year. Ms. Keating answered questions, replying that other municipalities and townships that are not part of the County sponsored program pay for the services. These municipalities determine eligibility and establish costs to the rider, providing varying services, such as a Dial-A-Ride model, with possible limited hours and services limited to the individual communities. Ms. Keating stated that a list of the transportation services is available in the Senior Services Resource Book on the DuPage County website with a full chapter on transportation. Ms. Keating offered to send the web link to Member Gavanes.

16. DUPAGE CARE CENTER UPDATE - JANELLE CHADWICK

Janelle Chadwick spoke regarding the staffing challenges at the DuPage Care Center which has escalated in the last few weeks with Certified Nursing Assistant (CNA) staff calling off their
scheduled shifts. With a fair number of staff calling off on short notice, other staff is impacted and supplemental staffing is not always readily available. The Care Center relies on recreational and restorative therapy staff, colleges, and students to assist with staffing. Some staff are relaying the shortages to the residents, causing angst to the residents and their families, which is addressed promptly by the Care Center management when brought to their attention. The Care Center is active with their recruiting and onboarding, and provides a competitive package in attempts to offset the staff shortages.

Discussion arose regarding the collective bargaining issues being a factor in the call-offs, and the determination that staff in question are at will employees subject to the DuPage County Personnel Policy. Ms. Chadwick stated that the Care Center ratios of staff per resident are strong, wages are strong, and there is a recreation therapy person, a social services person, and restorative therapy staff for every unit, which is above standards in the industry.

Tom Cuculich, Chief of Staff, clarified that the Care Center is fully staffed and does not short schedule the shifts. The shortages are due to staff calling off their shifts. Mr. Cuculich added that a representative from the American Federation of State, County, and Municipal Employees Union (AFSCME) was in the County Board office asking about the process of public comment at the County Board meeting. Mr. Cuculich is in contact with Human Resources and the bargaining team regarding talking to the (AFSCME) leadership considering there is an aggressive group of union organizers at the Care Center.

Chairman Hart commended Janelle Chadwick and her team, stating the Care Center is continually rated as a top tier facility, and consistently scores a four out of five in every category, including staffing.

17. OLD BUSINESS

18. NEW BUSINESS

19. ADJOURNMENT

There being no further business, the meeting was adjourned at 10:40 AM.
1. **CALL TO ORDER**

10:15 AM meeting was called to order by Chair Greg Hart at 10:17 AM.

2. **ROLL CALL**

PRESENT: Chaplin, Hart, Khouri, Larsen, Tornatore
ABSENT: Grant

3. **PUBLIC COMMENT**

No public comments were received at this meeting.

4. **CHAIRMAN'S REPORT - CHAIR HART**

Chairman Hart gave an update on Sterigenics and DuPage County’s efforts to conduct water testing effectively. There is no standard in place to test these levels of ethylene oxide (EtO) in the water, especially when the chemical has been emitted into the air. Moving forward with the effort to test the water, DuPage County will continue to work with the Illinois EPA as required, since they set the standards. Additionally, the testing may include the incorporated water supply which may be affected, and not just the private wells.

Chairman Cronin will send a letter to the Illinois EPA asking for the immediate establishment of the following:

1) Water standard to test EtO, especially the EtO that is airborne
2) The immediate conduction of water testing in the impacted area once the said standard has been developed
3) Drafting an execution of a plan for long term continuous monitoring

Senators Duckworth and Durbin sent a letter to the U.S. EPA asking for an update on the ambient air testing and insuring a standard be developed for ambient air testing to be completed expeditiously. A copy of the letter was forwarded to Chairman Cronin and the County.

The County is asking the U.S. EPA to provide a date, hopefully this month, to come out to the community and provide an update on their efforts, and to subsequently hold regular bi-weekly or weekly meetings to answer questions from residents.

Member Larsen paid tribute to Linda Kurzawa, a longtime County Board member and previous Chairman of the Health and Human Services Committee, who passed away on Sunday, October 14.
5. APPROVAL OF MINUTES

Health & Human Services - Regular Meeting - Oct 2, 2018 10:15 AM

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Robert L Larsen, District 6
SECONDER: Elizabeth Chaplin, District 2
AYES: Chaplin, Hart, Khouri, Larsen, Tornatore
ABSENT: Grant

6. COMMUNITY SERVICES - MARY KEATING

CS Requests That Also Require Finance And/Or County Board Approval

Fl-R-0909-18 RESOLUTION -- Acceptance And Appropriation of the Aging Case Coordination Unit Fund PY19 $5,731,412.00, Company 5000 Accounting Units 1660 and 1720

RESULT: APPROVED [UNANIMOUS]
MOVER: Elizabeth Chaplin, District 2
SECONDER: Robert L Larsen, District 6
AYES: Chaplin, Hart, Khouri, Larsen, Tornatore
ABSENT: Grant

7. DUPAGE CARE CENTER - JANELLE CHADWICK

A. DuPage Care Center Requests That Also Require Finance And/Or County Board Approval

1. HHS-R-0910-18 RESOLUTION -- DuPage Care Center Rate Increase to increase the per patient day charges last fixed by Resolution HHS-R-418-17 from $304.00 per day to $310.00 per day for Standard Custodial Care, from $328.00 per day to $335.00 per day for Alzheimer’s Special Care, and from $522.00 per day to $532.00 per day for Post-Acute care, effective December 1, 2018.

Ken Jepsen, Financial Services Manager for the DuPage Care Center, stated a market study is done annually to ensure the Care Center remains competitive in the market place. The study is part of the Centers overall budgeting process. In previous years room and board rates have been increased by 4%, but to remain competitive in the market place, the Care Center is requesting approval to increase rates by 2%. 

DuPage County

Packet Pg. 11
RESULT: APPROVED [UNANIMOUS]
MOVER: Robert L Larsen, District 6
SECONDER: Sam Tornatore, Vice Chair
AYES: Chaplin, Hart, Khouri, Larsen, Tornatore
ABSENT: Grant

2. HHS-P-0269-18 Recommendation for the approval of a contract purchase order to AirGas USA, LLC, to furnish and deliver liquid portable oxygen for the residents at the DuPage Care Center, for the period December 1, 2018 through November 30, 2019, for a contract total not to exceed $25,800.00, per lowest responsible bid #18-185-CARE.

RESULT: APPROVED [UNANIMOUS]
MOVER: Tonia Khouri, District 5
SECONDER: Sam Tornatore, Vice Chair
AYES: Chaplin, Hart, Khouri, Larsen, Tornatore
ABSENT: Grant

3. HHS-P-0270-18 Recommendation for the approval of a contract purchase order to Laport, Inc., for hard roll towels, facial tissue and paper towels, for the DuPage Care Center (group 2), for the period December 1, 2018 through November 30, 2019, for a contract total amount not to exceed $55,500.00, per renewal option under bid award 16-225-JM, second optional one-year renewal.

RESULT: APPROVED [UNANIMOUS]
MOVER: Sam Tornatore, Vice Chair
SECONDER: Elizabeth Chaplin, District 2
AYES: Chaplin, Hart, Khouri, Larsen, Tornatore
ABSENT: Grant

4. Change Order -- HHS-P-0091A-18 Amendment to Resolution HHS-P-0091-18 (3131-0001), issued to Maxim Staffing Solutions, for supplemental staffing of CNA's, LPN's and RN's, for the DuPage Care Center, for the period April 10, 2018 through April 9, 2019, to increase County Contract in the amount of $117,000.00, resulting in an amended contract total amount not to exceed $287,000.00. Contract 3132-0001 issued to Brightstar Care of Central Dupage is to be decreased $117,000.00 via the Consent Agenda on October 23, 2018. Therefore there is no change to the budgeted amount.

Ken Jepsen answered questions from the committee, explaining the increase in this contract will be offset by a reduction in the current contract with Brightstar.
Care, which is also a nursing agency contract. The decrease in the Brightstar Care contract is included on the Consent Agenda. The DuPage Care Center normally has more than one staffing agency under contract allowing for flexibility when the need for temporary staffing is required.

The committee members requested an explanation within the contract summary on the agenda to justify exceptions, such as offsets to increases and five-year contracts over three years contracts. Tom Cuculich, Chief of Staff, stated he will have Procurement send out a general memo to all department heads and elected officials to include additional verbiage in the decision memos to explain the exceptions.

RESULT:  APPROVED [UNANIMOUS]
MOVER:  Sam Tornatore, Vice Chair
SECONDER:  Elizabeth Chaplin, District 2
AYES:  Chaplin, Hart, Khouri, Larsen, Tornatore
ABSENT:  Grant

8.  BUDGET TRANSFERS

Budget Transfers -- DuPage Care Center - To transfer budgeted funds, allowing for sufficient budget to be available for repairs and fuel for the Care Center's transportation vehicle - $4,900.00

RESULT:  APPROVED [UNANIMOUS]
MOVER:  Tonia Khouri, District 5
SECONDER:  Elizabeth Chaplin, District 2
AYES:  Chaplin, Hart, Khouri, Larsen, Tornatore
ABSENT:  Grant

9.  TRAVEL REQUESTS - OVERNIGHT - REQUIRE COUNTY BOARD APPROVAL

Items 9.A. and 9.B. were combined and approved.
RESULT:  APPROVED [UNANIMOUS]
MOVER:  Sam Tornatore, Vice Chair
SECONDER:  Elizabeth Chaplin, District 2
AYES:  Chaplin, Hart, Khouri, Larsen, Tornatore
ABSENT:  Grant

A. Authorization for Overnight Travel -- Community Services Director to attend meetings with HUD Headquarters staff and meetings of the Executive Board of the National Association for County Community And Economic Development (NACCED) in Washington D. C., from November 14, 2018 through November 16, 2018. Expenses to include transportation, lodging, and per diem for approximate total of $1,232.50. Community Development Block Grants funded 5000-1440.

B. Authorization for Overnight Travel -- Community Services Manager to attend the Regional Ombudsman Quarterly Meeting in Springfield, Illinois from November 14, 2018 through November 15, 2018. Expenses to include transportation, lodging, and per diem for approximate total of $390.00. Senior Services Grant funded 5000-1720.

10. CONSENT ITEMS
Items 10. A. through 10. C. were combined and approved.

RESULT:  APPROVED [UNANIMOUS]
MOVER:  Sam Tornatore, Vice Chair
SECONDER:  Robert L Larsen, District 6
AYES:  Chaplin, Hart, Khouri, Larsen, Tornatore
ABSENT:  Grant

A. Consent Item -- Decrease Contract 3132-0001 SERV issued to JDF Services Inc., dba Brightstar Care of Central DuPage, for supplemental staffing of CNA's, LPN's and RN's, in the amount of $117,000.00, for the DuPage Care Center

B. Consent Item -- Extend contract 441-0001 SERV issued to CareVoyant, Inc. for professional services associated with the business analysis and implementation of Nursing clinical functions, through November 30, 2020 to complete clinical implementation including integration of Pharmacy, Therapies and Physicians.

C. Consent Item -- Extend Contract 2902-0001 SERV issued to Washburn Machinery, Inc., for laundry equipment repair services and parts, as needed for the DuPage Care Center, through January 30, 2019 to allow for proper Procurement bidding procedure.

11. RESIDENCY WAIVERS - JANELLE CHADWICK

12. COMMUNITY SERVICES UPDATE - MARY KEATING

13. DUPAGE CARE CENTER UPDATE - JANELLE CHADWICK

14. OLD BUSINESS
15. NEW BUSINESS

16. ADJOURNMENT

There being no further business, the meeting was adjourned at 10:28 AM.
Requisition 25k and over
HHS-P-0305-18

AWARDING RESOLUTION ISSUED TO

CELLCO PARTNERSHIP DBA VERIZON WIRELESS
FOR CELLULAR AND WIRELESS SERVICES
FOR THE AGING CASE COORDINATION UNIT FUND PY19
($45,072.00)

WHEREAS, Section 4.2 of the Governmental Joint Purchasing Act authorizes the County of DuPage to procure personal property, supplies and services under any contract let by the State pursuant to lawful procurement procedures notwithstanding the requirements of Section 5-1022 of the Counties Code; and

WHEREAS, the State of Illinois has awarded a Cooperative Purchasing Agreement CMS793372P for the period of October 3, 2016 to October 2, 2019; and

WHEREAS, the Health and Human Services committee has recommended that the County Board approval for the issuance of a contract purchase order for Cellula and Wireless Services for the Aging Case Coordination Unit Fund PY19, in the amount of $45,072.00

NOW, THEREFORE BE IT RESOLVED, that said contract for Cellular and Wireless Services, for the period of October 1, 2018 through November 30, 2019 for the Aging Case Coordination Unit Fund PY19, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Cellco Partnership dba Verizon Wireless, One Verizon Way, Schaumburg, Illinois 60173, for a contract total in the amount of $45,072.00, per the State of Illinois Cooperative Purchasing Agreement CMS793372P. (Grant Funded)

Enacted and approved this 13th day of November, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK

RESULT: APPROVED [UNANIMOUS]
MOVER: Sam Tornatore, Vice Chair
SECONDER: Dino C. Gavanes, District 1
AYES: Amy L Grant, Greg Hart, Sam Tornatore, Dino C. Gavanes
ABSENT: Elizabeth Chaplin, Tonia Khouri, Robert L Larsen
**PROCUREMENT REVIEW CHECKLIST**

**REQUISITION**

This form must accompany all County Purchase Requisitions.

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<th>CONTRACT TERM</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>REQUESTING DEPT.</th>
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<td>October 19, 2018</td>
<td>10/01/18 - 11/30/19</td>
<td>$45,072.00</td>
<td>HEALTH &amp; HUMAN SERVICES</td>
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**SOLICITATION METHOD FOR SOURCE SELECTION**

No Decision Memo Required  
Intergovernmental Agreement

- Karen Graczyk  
  Completed  
  10/19/2018 9:31 AM
- Mary Keating  
  Completed  
  10/19/2018 4:37 PM
- Kathy Ostrowski  
  Completed  
  10/22/2018 3:50 PM
- Donald Carlsen  
  Completed  
  10/29/2018 7:32 PM
- James McGuire  
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  Completed  
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- Health & Human Services  
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  11/06/2018 10:15 AM
- Technology Committee  
  Completed  
  11/13/2018 9:00 AM
- Finance Committee  
  Completed  
  11/13/2018 8:00 AM
- County Board  
  Completed  
  11/13/2018 10:00 AM
## Purchase Requisition

### Procurement Services Division

**Date:** Oct 18, 2018  
**MinuteTraq (IQM2) ID #:** 13720  
**Department Req #:**  
**RFP, Bid or Quote #:**

### Send Purchase Order To:

<table>
<thead>
<tr>
<th>Vendor: Cellco Partnership dba Verizon Wireless</th>
<th>Vendor #: 10597</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Anthony Durpetti</td>
<td>Email: <a href="mailto:Anthony.Durpetti@verizonwireless.com">Anthony.Durpetti@verizonwireless.com</a></td>
</tr>
<tr>
<td>Address: One Verizon Way</td>
<td></td>
</tr>
<tr>
<td>City: Schaumburg</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone: 630-800-0768</td>
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</table>

**Send Invoices To:**

<table>
<thead>
<tr>
<th>Dept: Community Services</th>
<th>Division: Seniors</th>
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<tbody>
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<tr>
<td>Address: P.O. Box 25505</td>
<td></td>
</tr>
<tr>
<td>City: Lehigh Valley</td>
<td>State: PA</td>
</tr>
<tr>
<td>Phone:</td>
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### 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):

Please email a copy of the service agreement to Michelle Tunk in Finance.

**User Department Internal Notes**

(these comments will **NOT** appear on the Purchase Order):

---

**LN** | **Qty** | **UOM** | **Item Detail (Product #)** | **Description** | **FY** | **Dept #** | **Acct #** | **Sub-Accts and/or Activity #** | **Unit Price** | **Extension** |
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<tbody>
<tr>
<td>1</td>
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<td>EA</td>
<td>Contract for Cellular &amp; Wireless services for Senior Services for the period of 10/01/18 to 11/30/19. Per state of Illinois Contract #CMS793372P.</td>
<td>18 5000 1720 53260 19-7035</td>
<td>45,072.00</td>
<td>45,072.00</td>
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</table>

**Requisition Total:** $45,072.00

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Packet Pg. 18
**Procurement Review Checklist**

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions

Attach Required Vendor Ethics Disclosure Statement

---

**Vendor:** Verizon Wireless  
**Vendor #:** 10597

**Dept:** Comm Services - Senior Services  
**Contact:** Mary Lee Tomsa  
**Phone:** 630-407-6483

**Contract**  
**Term:** 10/1/2018 - 11/30/2019  
**Total:** $45,072

**Description of Procurement/Scope of Work/Background:**  
Provide cellular and wireless services for the grant period 10/01/18 to 11/30/19.

**Reason for Procurement:**  
Provide cell phone and wireless services to the Senior Services staff while they are in the field so that they can access all of the resources available while at off-site locations providing assistance to clients.

**FUNDING SOURCE**

- Procurement budgeted for (FY and budget code(s)): FY18, 5000 1720 53260 19-7035 53260

**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 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00

- PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:
  - [ ]

---

**DECISION MEMO REQUIRED**

- Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)

- Under Government Joint Purchasing Act (30ILCS525) select one below
  - State of Illinois - Master Contracts # CMS793372P

- EXPLANATION OF REQUEST FOR PROPOSAL RFP #
  (include Evaluation Summary if applicable)

- RENEWAL of RFP #

- PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)

- OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)

- REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)

- OTHER THAN LOWEST RESPONSIBLE, BID #

---

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

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
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<tbody>
<tr>
<td>MT</td>
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<td></td>
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<td>10.25.18</td>
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**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
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<table>
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<tr>
<th>Chief Financial Officer</th>
<th>Date</th>
<th>Chairman's Office</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>10-30-18</td>
<td></td>
<td>10-30-18</td>
</tr>
</tbody>
</table>

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**Attachment:** [Verizon - Checklist - Comm Services/Senior Services (HHS-P-0305-18 : Verizon Wireless - CCU PY19)](Packet Pg. 19)
Decision Memo
Procurement Services Division
This form is required for all Professional Service Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

Requesting Department: Community Services - Senior Services
Contact Email: MaryLee.Tomsa@dupageco.org
Vendor Name: Cellco Partnership dba Verizon Wireless

Department Contact: Mary Lee Tomsa
Contact Phone: 630-407-6483
Vendor #: 10597

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.

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

Approval of a contract to Verizon Wireless to provide cellular and wireless services, as needed for the Senior Services division of Community Services, for the period of October 1, 2018 through November 30, 2019.

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

Cellular and wireless services for the Senior Services staff are used while they are in the field so that they can access all of the resources available while at off-site locations in order to provide assistance to the senior citizens of DuPage County.

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.

Customer Service
The cellular and wireless services enable the Senior Services staff to provide valuable assistance to the senior citizens of DuPage County.

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

State of Illinois Contract #CMS793372P

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

1) Switch to another carrier. This would increase FY19 costs since all devices would have to be replaced.
2) Do not approve contract with Verizon Wireless and decrease the quality of services provided to DuPage County’s Senior citizens.

Senior Services feels it is in the best interest of the senior citizens of DuPage County to approve the contract with Verizon Wireless to ensure the senior citizens of DuPage County are provided with all the valuable resources that are available for them.

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.

FY19 $45,072
FY18 $45,600
FY17 $46,692
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: Todd Loccisano

Title: Executive Director - Contract Mgmt

Date

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Health and Human Services Committee recommends County Board approval for the issuance of a contract purchase order to Pace Suburban Bus to provide County sponsored transportation services through RIDE DUPAGE, for DuPage County senior citizens approved through the Community Services Department, Senior Services Division, for the period August 1, 2018 through September 30, 2019.

NOW, THEREFORE BE IT RESOLVED, that the Contract covering said to provide transportation services for the approved DuPage County senior citizens for the period August 1, 2018 through September 30, 2019 through RIDE DUPAGE for Community Services, Senior Services Division, be, and it is hereby approved for issuance of a Contract by the Procurement Division to Pace Suburban Bus, 550 West Algonquin Road, Arlington Heights, IL 60005 for a contract total amount of $42,971.00 per Intergovernmental Agreement.

Enacted and approved this 13th day of November, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK

RESULT: APPROVED [UNANIMOUS]
MOVER: Sam Tornatore, Vice Chair
SECONDER: Dino C. Gavanes, District 1
AYES: Amy L Grant, Greg Hart, Sam Tornatore, Dino C. Gavanes
ABSENT: Elizabeth Chaplin, Tonia Khouri, Robert L Larsen
PROCUREMENT REVIEW CHECKLIST
REQUISITION

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>NEW PURCHASE ORDER REQUEST</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DATE SUBMITTED</strong></td>
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<tr>
<td><strong>CONTRACT TOTAL AMOUNT</strong></td>
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SOLICITATION METHOD FOR SOURCE SELECTION

**No Decision Memo Required**  Intergovernmental Agreement

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<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>Contract for para-transit services for eligible Seniors and Seniors with disabilities in DuPage County.</td>
<td>18</td>
<td>5000</td>
<td>1660</td>
<td>53827</td>
<td>18-703F 53827</td>
<td>42,971.00</td>
<td>42,971</td>
<td></td>
</tr>
</tbody>
</table>

**Requisition Total:** $42,971

**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):

Please return a copy of the service agreement to Michelle Tunk in Finance.

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

---

**Date:** Oct 18, 2018

**MinuteTraq (IQM2) ID #:** 13722

---

**Contract Administrator**

**Contract Start Date**

**Contract End Date**

---

**PO25 only**
## 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: PACE Suburban Bus Service</th>
<th>Vendor #: 11831</th>
<th>Contract Term: 8/01/18 - 9/30/19</th>
<th>Contract Total: $42,971.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Comm Services - Senior Services</td>
<td>Contact: Mary Keating</td>
<td>Phone: 630-407-6457</td>
<td>Assigned Committee: HHS</td>
</tr>
</tbody>
</table>

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

Intergovernmental agreement to provide para-transit service through Ride DuPage, including Curb-to-Curb, Dial-A-Ride Bus, and Taxi Service. Total Amount of Contract $42,971.00. Agreement allows Community Services to provide transportation services to low-income seniors traveling to medical facilities and to the County complex and provides transportation services to seniors with developmental disabilities traveling to work.

**Reason for Procurement**

Annual intergovernmental agreement for delivery of services.

---

**Funding Source**

- Procurement budgeted for (FY and budget code(s)): FY18, 5000 1660 53827 19-703F 53827

**Decision Memo Not Required**

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

**Decision Memo Required**

- Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- EXPLANATION OF REQUEST FOR PROPOSAL RFP # _______________ (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)**

Prepared By: [Signatures]  
Date: Oct 18, 2018

Recommended for Approval: [Signatures]  
Date: Oct 18, 2018

IT Approval, if required: [Signatures]  
Date: 

Reviewed By (Initials Only)

Buyer: [Signatures]  
Date: 10/08/18

Procurement Officer: [Signatures]  
Date: 10-23-18

Chief Financial Officer (Decision Memos Over $25,000): [Signatures]  
Date: 10-30-18

Chairman's Office (Decision Memos Over $25,000): [Signatures]  
Date: 

---

**Packet Pg. 25**
INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPage, ILLINOIS AND PACE, THE SUBURBAN BUS DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY, FOR PARATRANSIT LOCAL SHARE SERVICES – SENIOR GRANT PROGRAM

This AGREEMENT is entered into this 1st day of August, 2017, between the County of DuPage, a body corporate and politic (hereinafter referred to as “COUNTY”), with offices located at 421 North County Farm Road, Wheaton, Illinois, 60187 and the Suburban Bus Division of the Regional Transportation Authority, a municipal corporation created by Sections 1.04 and 3A.01 of the Regional Transportation Authority Act (70 ILCS 3615/1.04, 3A.01), with offices located at 550 West Algonquin Road, Arlington Heights, Illinois 60005 (hereinafter referred to as “PACE”).

RECITALS

WHEREAS, PACE was established under the Regional Transportation Authority Act (70 ILCS 3615/1.01 et. seq.) for the purpose of aiding and assisting public transportation in the six county Northeastern Illinois area; and

WHEREAS, the COUNTY and PACE are public agencies and governmental units within the meaning of the Illinois Intergovernmental Cooperation Act, as specified at 5 ILCS 220/1, et seq., and are authorized by Article 7, Section 10 of the Constitution of the State of Illinois to cooperate, contract, and otherwise associate for public purposes; and

WHEREAS, the COUNTY has requested that PACE provide paratransit service on behalf of its clients and/or constituents and/or Ride DuPage Program Sponsors.

NOW THEREFORE, the Parties hereby agree to the following:

1. SERVICE DESCRIPTION - PACE shall contract with a provider for the provision of transportation service described in the attached Exhibit A. Exhibit A is hereby incorporated and made a part of this Agreement.

2. REPORTING - PACE shall provide a monthly report to the COUNTY with the following information:

   A. Number of one-way trips.

   B. Total Vehicle service hours (attributable to provision of Dial-A-Ride service as outlined in Exhibit A of this Agreement).
C. A billing for Local Share, determined as outlined in Section 4 of this Agreement.

3. LOCAL SHARE FUNDING - The COUNTY agrees to reimburse PACE monthly for the Local Share incurred in operating the service described in Exhibit A of this Agreement. The Total Expense of the project will be the actual service cost to PACE. The Total Expense of the project will be calculated adding the Hourly Based Service Cost plus the Per Trip Based Service Cost. The Hourly Based Service Cost and the Per Trip Based Service Cost will be calculated in the following manner:

A. For Hourly Based Service - Hourly Based Service expense will be calculated by multiplying the number of vehicle service hours attributed to service delivered per this Agreement by the hourly rate charged to PACE by the Contractor.

B. For Per Trip Based Service - The per-trip expense for service will be calculated on a trip by trip basis. The operating expense shall be the aggregate of rates and or fees charged to PACE by the Contractor to deliver service per this Agreement.

3.1 The Local Share is the Total Expense less fare revenue.

3.2 The COUNTY shall pay PACE within thirty (30) days of receiving the monthly bill.

3.3 The Local Share for this agreement shall not exceed $42,971.00. It shall be the responsibility of the COUNTY to direct PACE to modify Exhibit A should service changes be necessary in order not to exceed the maximum Local Share.

4. AMENDMENT - This Agreement constitutes the entire Agreement between the parties hereto. Any proposed changes in this Agreement shall be submitted to PACE for its prior approval. No modification, addition, deletion, revision, alteration or other change to this Agreement shall be effective unless and until such changes are reduced to writing and executed by the authorized representatives of the parties hereto.

5. TERM - This agreement will be in effect beginning August 1, 2018 and ending September 30, 2019, unless terminated pursuant to Paragraph 6 or at such time as PACE's contract with the COUNTY ceases.

6. TERMINATION - This contract can be terminated immediately upon written notice by PACE, if: (1) sufficient funds have not been appropriated to cover the estimated requirements by PACE or by any other agency funding the service; (2) PACE develops alternative public transportation services which, as determined by PACE, will better meet the transportation needs of the public; or (3) the COUNTY fails to make payments as required by Section 4 of this Agreement.
6.1 This contract can be terminated upon sixty (60) calendar days written notice by the COUNTY.

7. **FAILURE TO PERFORM** - PACE will not be responsible for any failure to provide service due to circumstances beyond the reasonable control of PACE. PACE shall make every reasonable effort to have service restored as soon as practical under the circumstances. No fees will be charged for service not performed. Pace shall contact COUNTY, pursuant to paragraph X, within twenty-four (24) hours of any failure to provide service under this Agreement with notice of the failure and a reasonable estimate of when service will resume.

8. **INDEMNIFICATION** – PACE agrees to indemnify, hold harmless and defend the County of DuPage and its affiliates, directors, officers, agents and employees in connection with the matters to which such indemnification relates against any losses, claims, suits, demands, damages, liabilities or costs to which the COUNTY may become subject arising out of its services pursuant to this Agreement, and that a court of competent jurisdiction determines to be the direct result of negligent acts or willful acts or gross negligence of the PACE. These provisions shall survive termination of this Agreement

9. **GENERAL PROVISIONS**

A. **Independent Contractor:** The status of PACE is that of an independent contractor and not of an agent or employee of COUNTY and, as such, PACE shall not have the right or power to enter into any contract, agreements, or any other commitments on behalf of COUNTY.

B. **Assignment:** Neither party shall assign, directly or indirectly, any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of the other party.

C. **Description Headings:** The section headings and numbers in this Agreement have been inserted for convenience only, and if there shall be any conflict between such headings or numbers and the text of this Agreement, the text shall control.

D. **Notices:** All notices, approvals or other communications that either party desires or is required to give to the other party under the terms of this Agreement shall be in writing and shall be considered to be properly given (i) if delivered by messenger, (ii) if mailed in the United States via certified or registered mail, postage prepaid, return receipt requested, (iii) if telefaxed, telegraphed or telecopied or (iv) if delivered by reputable express carrier, prepaid, the next business day after delivery to such carrier, addressed to such party as follows:
If to PACE, addressed as follows:

PACE  
Thomas J. Ross, Executive Director  
550 West Algonquin Road  
Arlington Heights, IL  60005 

If to COUNTY, addressed as follows:  

County of DuPage  
Department of Community Services  
Mary Keating, Director  
421 N. County Farm Rd.  
Wheaton, IL  60187 

E. **Governing Law:** This Agreement has been executed in Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect. Venue for any dispute pertaining to this Agreement shall be in the 18th Judicial Circuit Court of DuPage County, Illinois. 

F. **Attorney’s Fees:** In the event that either party shall maintain or commence any action or proceeding against the other party to enforce this Agreement or any provision thereof, the prevailing party therein shall be entitled to recover its reasonable attorney’s fees and court costs, if any, incurred in connection with such action or proceeding. 

G. **No Waiver:** The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver has occurred. The PACE and COUNTY shall not be deemed to have waived any rights, protections or immunities under the *Local Government and Governmental Employees Tort Immunity Act* (745 ILCS 10/1-101, et seq.). 

H. **Severability:** In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be void or unenforceable, the remainder hereof shall survive and unenforceable provision(s) shall be reformed to form an enforceable provision(s) consistent with intent of the parties as evidenced herein. 

I. **Applicable Standards:** PACE agrees that all Services provided pursuant to this Agreement shall be performed in compliance with all applicable standards set forth by law or ordinance or established by the rules and regulations of any federal, state or local agency, department, commission, association or other pertinent governing, accrediting, or advisory body.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made effective and executed as of the date first set forth above by their duly authorized officials.

COUNTY OF DUPAGE
(“COUNTY”)

SIGNED: __________________________
NAME: Mary A. Keating
TITLE: Director of Community Services
DATE: __________________________

SUBURBAN BUS DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY
(“PACE”)

SIGNED: __________________________
NAME: Thomas J. Ross, Executive Director
TITLE: Executive Director
DATE: __________________________
EXHIBIT A

TRANSPORTATION SERVICES
DuPage County Community Services

<table>
<thead>
<tr>
<th>TYPE OF SERVICE</th>
<th>Curb-to-Curb, Dial-A-Ride Bus and Taxi Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>SERVICE OPERATED BY</td>
<td>Pace will contract with transportation provider(s) (the &quot;Contractor&quot;) to provide the service which is the subject of this Agreement.</td>
</tr>
<tr>
<td>TRIP RESERVATION METHOD</td>
<td>Maximum of 7-day advance reservation and minimum of 2-hour advance reservation. Subscription service is allowable.</td>
</tr>
<tr>
<td>SERVICE AREA</td>
<td>DuPage County and the surrounding area.</td>
</tr>
<tr>
<td>SERVICE HOURS</td>
<td>24 hour, 7-day a week service.</td>
</tr>
</tbody>
</table>
| ONE-WAY FARE             | **For County Paratransit** - $3.00 per one-way trip  
**For Senior Grant service** - $0.00 per one-way trip  
**For Adult Daycare** - $0.00 per one-way trip  
**For Health Department Service** - $0.00 per one-way trip  
**For Transportation to Work** - $3.00 for first 5 miles and $1.00 per mile, each mile thereafter. |
| RIDER ELIGIBILITY         | **For County Paratransit** – Individuals at 125% or below of poverty level (200% if senior or disabled). All clients must be registered with DuPage County Human Services. Trips restricted to medical services and County complex only.  
For Senior Grant service – All clients must be registered through DuPage County Senior Services. Each individual trip must be approved by Senior Services.  
For Adult Daycare - All clients must be registered through DuPage County Senior Services.  
For Health Department Service - All clients must be registered through the DuPage County Health Department Crisis Unit.  
For Transportation to Work - All clients must be registered through the DuPage County Health Department, Parents’ Alliance, Ray Graham Association, Spectrum Services, or Little Friends. Trips are restricted to work trips only. |
Requisition 25k and over

HHS-P-0307-18

AWARDING RESOLUTION
ISSUED TO FAMILY SHELTER SERVICE, INC.
TO PROVIDE ADVOCACY SERVICES TO
VICTIMS OF DOMESTIC VIOLENCE
(CONTRACT TOTAL AMOUNT $85,000.00)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Health and Human Services Committee recommends County Board approval for the issuance of a contract purchase order to Family Shelter Service for professional services to provide advocacy services to victims of domestic violence for the period December 1, 2018 through November 30, 2019, for Community Services.

NOW, THEREFORE BE IT RESOLVED, that contract covering said, for professional services to provide advocacy services to victims of domestic violence for the period December 1, 2018 through November 30, 2019, for Community Services, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Family Shelter Service, 605 East Roosevelt Road, Wheaton, IL 60187, for a contract total amount not to exceed $85,000.00.

Enacted and approved this 13th day of November, 2018 at Wheaton, Illinois.

__________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK

RESULT: APPROVED [UNANIMOUS]
MOVER: Dino C. Gavanes, District 1
SECONDER: Sam Tornatore, Vice Chair
AYES: Amy L Grant, Greg Hart, Sam Tornatore, Dino C. Gavanes
ABSENT: Elizabeth Chaplin, Tonia Khouri, Robert L Larsen
PROCUREMENT REVIEW CHECKLIST

REQUISITION

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 19, 2018</td>
<td>$85,000</td>
<td>12/01/2018 - 11/30/2019</td>
<td>HEALTH &amp; HUMAN SERVICES</td>
</tr>
</tbody>
</table>

SOLICITATION METHOD FOR SOURCE SELECTION

**Decision Memo Required**  Other Professional Services - Detailed Vetting Process Required

- Karen Graczyk: Completed 10/19/2018 4:29 PM
- Mary Keating: Completed 10/19/2018 4:37 PM
- Kathy Ostrowski: Completed 10/22/2018 2:02 PM
- James McGuire: Completed 10/25/2018 11:11 AM
- Paul Rafac: Completed 10/30/2018 8:58 AM
- Tom Cuculich: Completed 10/30/2018 9:29 AM
- Kathy Ostrowski: Completed 11/02/2018 3:08 PM
- Health & Human Services: Completed 11/06/2018 10:15 AM
- Finance Committee: Completed 11/13/2018 8:00 AM
- County Board: Completed 11/13/2018 10:00 AM
### Purchase Requisition
**Procurement Services Division**

<table>
<thead>
<tr>
<th><strong>Send Purchase Order To:</strong></th>
<th><strong>Send Invoices To:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor: Family Shelter Service</td>
<td>Department: Community Services</td>
</tr>
<tr>
<td>Vendor #: 10111</td>
<td>Division:</td>
</tr>
<tr>
<td>Attn: Judie Caribeaux</td>
<td>Email: <a href="mailto:jcaribeaux@familyshelterservice.net">jcaribeaux@familyshelterservice.net</a></td>
</tr>
<tr>
<td>Address: 605 East Roosevelt Road</td>
<td>City: Wheaton</td>
</tr>
<tr>
<td>State: IL</td>
<td>Zip: 60187</td>
</tr>
<tr>
<td>Phone: 630-221-8290</td>
<td>Fax: 630-221-8098</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Send Payments To:</strong></th>
<th><strong>Ship To:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor: Family Shelter Service</td>
<td>Department: Community Services</td>
</tr>
<tr>
<td>Vendor #:</td>
<td>Division:</td>
</tr>
<tr>
<td>Attn: Judie Caribeaux</td>
<td>Email: <a href="mailto:jcaribeaux@familyshelterservice.org">jcaribeaux@familyshelterservice.org</a></td>
</tr>
<tr>
<td>Address: 605 East Roosevelt Road</td>
<td>City: Wheaton</td>
</tr>
<tr>
<td>State: IL</td>
<td>Zip: 60187</td>
</tr>
<tr>
<td>Phone: 630-221-8290</td>
<td>Fax: 630-221-8098</td>
</tr>
</tbody>
</table>

#### Payment Terms
- F.O.B. 605 East Roosevelt Road
- PO 20 Delivery Date: Dec 1, 2018
- Contract Administrator
- Contract Start Date: Dec 1, 2018
- Contract End Date: Nov 30, 2019
- Use for: PO25 only
- Destination 605 East Roosevelt Road

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>Court Advocacy to domestic violence victims and their children</td>
<td>19</td>
<td>1000</td>
<td>1750</td>
<td>53090</td>
<td>85,000.00</td>
<td>85,000.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Requisition Total** $85,000.00

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

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

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

**Procurement Services Division**

This form is required for all Professional Service (3090) Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

---

**Requesting Department:** Community Services  
**Department Contact:** Mary Keating  
**Contact Email:** mary.keating@dupageco.org  
**Contact Phone:** 630-407-6500  
**Vendor Name:** Family Shelter Service  
**Vendor #:** 10111

---

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

The Partner Abuse Program run through DuPage County requires an association with a victim service agency per the DHS state protocol. Family Shelter Services provides advocacy to victims and their children of domestic violence that includes follow up on police reported incidents of domestic violence, assistance in obtaining orders of protection, provide training to DuPage County staff and their interns, in addition to collaborating with the DuPage County Family Center.

---

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

Since the Partner Abuse Program’s inception in 1989, DuPage County has partnered with Family Shelter Services to provide assistance to victims of domestic violence.

---

**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.

Family Shelter Services has a strong presence within DuPage County and long history of ensuring the safety of domestic violence victims and their children by providing temporary shelter, counseling, court advocacy and training. Family Shelter Services will provide assistance to victims in petitioning for orders of protection through the DuPage County Courts.

---

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

Family Shelter Services is the only full service domestic violence agency in DuPage County and has an office and presence in the DuPage County Judicial Office Facility as well.

---

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

It is recommended that the agreement with Family Shelter Services be continued. They have had a long term association with DuPage County for over twenty years assisting with domestic violence victim safety. In addition they are the only victim service agency in DuPage County that offers a full spectrum of domestic violence victim services.

---

**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.

1. Renew up to $85,000 annual contract with Family Shelter Services  
2. Non renewal of contract will reduce the ability on the part of Family Shelter Services to assist domestic violence victims with orders of protection, temporary emergency housing, follow up on police phone calls, and provide training to staff of Community Services.
**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: Family Shelter Service</th>
<th>Vendor #: 10111</th>
<th>Contract Term: 12/1/2018 through 11/30/2019</th>
<th>Contract Total: $85,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Community Services</td>
<td>Contact: Mary Keating</td>
<td>Phone: 630-407-6500</td>
<td>Assigned Committee: HHS</td>
</tr>
</tbody>
</table>

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

Provide service to domestic violence victims and their children, in the area of victim court advocacy, follow up on police reported incidences of domestic violence, and provide training to DuPage County staff.

**Reason for Procurement**

To provide domestic violence victim advocacy services.

**FUNDING SOURCE**

- [x] Procurement budgeted for (FY and budget code(s)): FY19 / 1000-1750-53090
- [ ] Budget Transfer (Date) __________________ Add'l Information

**DECISION MEMO NOT REQUIRED**

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

**DECISION MEMO REQUIRED**

- [ ] Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP # __________________ (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>KSG</th>
<th>Oct 18, 2018</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>10-25-18</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

**FUNDING SOURCE**

- [x] Procurement budgeted for (FY and budget code(s)): FY19 / 1000-1750-53090
- [ ] Budget Transfer (Date) __________________ Add'l Information

**DECISION MEMO NOT REQUIRED**

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

**DECISION MEMO REQUIRED**

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

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

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<tr>
<th>KSG</th>
<th>Oct 18, 2018</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
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**REVIEWED BY (Initials Only)**

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<tr>
<th>Buyer</th>
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<th>Procurement Officer</th>
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<tr>
<th>Chief Financial Officer (Decision Memos Over $25,000)</th>
<th>Date</th>
<th>Chairman's Office (Decision Memos Over $25,000)</th>
<th>Date</th>
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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>
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<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>
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2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid and shall update such disclosure with any changes that may occur.

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

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<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>
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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: Jude Caribeaux

Title: Executive Director

Date: Oct 15, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND FAMILY SHELTER SERVICE, INC.
FOR PROFESSIONAL CONSULTING SERVICES

AGREEMENT, made this ____ day of _______, between COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the “COUNTY”) and Family Shelter Service, Inc., a not-for-profit corporation licensed to do business in the State of Illinois, with offices at 605 East Roosevelt Road, Wheaton, Illinois (hereinafter referred to as the “CONSULTANT”).

RECITALS

WHEREAS, the Illinois General Assembly has granted the County of DuPage authority to make all contracts and do all other acts in relation to the property and concerns of the county necessary to the exercise of its corporate powers (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1005); and

WHEREAS, the COUNTY requires professional services to provide advocacy services for victims of family violence; and

WHEREAS, the CONSULTANT has experience and expertise in this area, is in the business of providing such professional services and is willing to perform the required services for an amount not to exceed Eighty-Five Thousand and 00/100 dollars ($85,000.00); and

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

1.0 INCORPORATION AND CONSTRUCTION.

1.1 All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.

1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

2.0 SCOPE OF SERVICES.

2.1 Services are to be provided by the CONSULTANT according to the specifications in the scope of work, specified as Exhibit “A,” attached hereto, which is hereby incorporated by reference.

2.2 The relationship of CONSULTANT to COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be
construed to create an agency, employment, joint venture relationship, or any other relationship allowing COUNTY to exercise control or direction over the manner or method by which CONSULTANT or its subcontractors provide services hereunder.

2.3 The COUNTY may, from time to time, request changes in the Scope of Services. Any such changes, including any increase or decrease in the CONSULTANT'S fees shall be documented by an amendment to this AGREEMENT in accordance with Article 14.0 below.

3.0 NOTICE TO PROCEED

3.1 Authorization to proceed with tasks described in Exhibit “A” shall be given on behalf of the COUNTY by the Director of Human Services of the COUNTY, (hereinafter referred to as the “Director”), in the form of a written notice to proceed following execution of the AGREEMENT by the County Board Chairman.

3.2 In addition to the Notice to Proceed, the Director, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by CONSULTANT, as provided for in this AGREEMENT, including, but not limited to, acts performed in accordance with Paragraphs 4.1, 5.2, 6.4, 7.1, 8.2 and 8.3.

4.0 TECHNICAL SUBCONSULTANTS

4.1 The prior written approval of the COUNTY shall be required before CONSULTANT hires any technical subconsultants to complete COUNTY ordered tasks, which consent shall not be unreasonably withheld.

4.2 Any subconsultant(s) hired by the CONSULTANT shall be supervised by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said subconsultant, or subconsultants, in the same manner and with the same liability as if performed by the CONSULTANT.

5.0 TIME FOR PERFORMANCE

5.1 The COUNTY is not liable and will not pay the CONSULTANT for any work performed before December 1, 2018.

5.2 Unless otherwise defined in the Scope of Services or attached hereto as Exhibit “B,” the CONSULTANT shall submit a schedule for completion of the project within ten (10) days of commencement under subparagraph 5.1. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed in accordance with the
schedule as accepted, but in no event later than December 1, 2019, unless the term of this AGREEMENT is extended in accord with Paragraph 14.1 below.

6.0 COMPENSATION

6.1 The COUNTY shall pay the CONSULTANT for services rendered during the term of this AGREEMENT and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT. Unless this AGREEMENT is terminated pursuant to Article 16.0, all Services shall be completed and deliverables submitted on or before December 1, 2018. In the event of early termination of this AGREEMENT, the COUNTY shall only be obligated for any fees incurred up to the date of termination. In no event shall the COUNTY be liable for any costs incurred or Services performed after the termination date.

6.2 For work performed, the COUNTY shall pay CONSULTANT in accord with the Schedule of Fees attached and incorporated hereto as Exhibit “C” and as set forth in the following paragraphs. The CONSULTANT may not charge the COUNTY for direct expenses not provided for in the Schedule of Fees. If CONSULTANT overcharges, in addition to all other remedies, the COUNTY is entitled to a refund in the amount of the overcharges, plus interest at the rate of one percent (1%) per month from the date the overcharge was paid by the COUNTY until the date refund is made. The COUNTY has the right to offset any overcharge against any amounts due to CONSULTANT under this or any other AGREEMENT between CONSULTANT and COUNTY, and at the COUNTY’S sole option, the right to declare CONSULTANT in default under this AGREEMENT.

6.3 The CONSULTANT shall submit its progress reports for tasks completed and services rendered to the COUNTY on a not more often than monthly basis. Each progress report shall summarize the tasks performed, the budgeted hours and money for the pay period per task, the actual hours and money spent during the pay period per task, personnel used per task, and the percentage completed for each task.

6.4 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed Eighty-Five Thousand and 00/100 dollars ($85,000.00). In the event the COUNTY directs CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work unless this AGREEMENT is modified pursuant to Article 14.0.

6.5 Upon receipt, review and approval of properly documented progress reports, the COUNTY shall pay, or cause to be paid, to the
CONSULTANT the amounts requested, provided that the amounts requested together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause. The COUNTY reserves the right to hold back a sum equal to not more than five percent (5%) of the total contract sum, being Four Thousand Two Hundred and Fifty and 00/100 dollars ($4,250.00) to ensure performance. The COUNTY shall not be required to pay CONSULTANT more often than monthly.

6.6 Final payment will be made to the CONSULTANT upon receipt, review and acceptance of all deliverables specified in Exhibit “B” of this AGREEMENT.

7.1 DELIVERABLES

7.1 The CONSULTANT shall provide the COUNTY on or before the termination of this AGREEMENT, the deliverables specified in Exhibit “B” of this AGREEMENT, attached hereto, which is hereby incorporated by reference. The deliverables shall be furnished in accordance with the schedule accepted under Article 5.0 above, and in any event, shall be promptly delivered to the COUNTY upon expiration or termination of the AGREEMENT.

8.0 CONSULTANT’S INSURANCE

8.1 The CONSULTANT shall maintain, at its sole expense, insurance coverage including:

8.1.a Worker’s Compensation Insurance in the statutory amounts.

8.1.b Employer’s Liability Insurance in an amount not less than Five Hundred Thousand and 00/100 dollars ($500,000.00) each accident and injury and Five Hundred Thousand and 00/100 dollars ($500,000.00) each employee/disease.

8.1.c Commercial (Comprehensive) General Liability Insurance, (including contractual liability) with limits of not less than One Million and 00/100 dollars ($1,000,000.00) per occurrence bodily injury/property damage combined single limit; Two Million and 00/100 dollars ($2,000,000.00) excess liability coverage in the annual aggregate injury/property damage combined single limit.

8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT’S Certificates of Insurance before commencing work. Upon the written request of the COUNTY, the
CONSULTANT shall provide copies of the above Insurance Policies to the COUNTY within ten (10) days of the request.

8.3 The insurance required to be purchased and maintained by CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to COUNTY.

8.4 CONSULTANT’S insurance required by Paragraphs 8.1.c, above, shall name the COUNTY, its officers, employees and agents as additional insured parties. The Certificate of Insurance shall state: “The County of DuPage, its officers, employees and agents are named as additional insureds as defined in the Commercial (Comprehensive) General Liability Insurance policy with respect to claims arising from CONSULTANT’S performance under this AGREEMENT.”

9.0 INDEMNIFICATION

9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the CONSULTANT’S negligent or willful acts, errors or omissions in its performance under this AGREEMENT.

9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the COUNTY, under this paragraph or paragraph 9.1, is to be appointed a Special Assistant State’s Attorney, as provided in 55 ILCS 5/3-9008. The COUNTY’S participation in its defense shall not remove CONSULTANT’S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

9.3 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided CONSULTANT’S indemnification of COUNTY shall survive the termination, or expiration, or this AGREEMENT.
10.0 Satisfactory Performance

10.1 The CONSULTANT'S, and subconsultant(s), standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets or exceeds the quality and standards commonly accepted in the industry.

10.2 The CONSULTANT'S services shall be performed in a manner consistent with the customary skill and care of its profession.

10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or subconsultant(s), in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY.

10.4 Acceptance of the work shall not relieve the CONSULTANT of the responsibility for the quality of its work, nor its liability for loss or damage resulting therefrom.

11.0 Conflict of Interest

11.1 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of CONSULTANT'S services under this AGREEMENT.

12.0 Ownership of Documents

12.1 The CONSULTANT agrees that all survey data, reports, drafting, studies, specifications, estimates, maps, computations and all other deliverables prepared for the COUNTY under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY as provided in Paragraph 7.1. In the event any of the above items are lost or damaged while in CONSULTANT'S possession, such items shall be restored or replaced at CONSULTANT’S expense.

12.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the COUNTY which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT.

12.3 In the performance of Services, CONSULTANT may have access to
certain information that is not generally known to others ("CONFIDENTIAL INFORMATION"). CONSULTANT agrees not to use or disclose to any third party, except in the performance of Services, any CONFIDENTIAL INFORMATION or any records, reports, or documents prepared or generated as a result of this AGREEMENT without the prior written consent of the COUNTY. CONSULTANT shall not issue publicity news releases or grant press interviews, except as may be required by law, during or after the performance of the Services, nor shall CONSULTANT disseminate any information regarding Services without prior written consent of the COUNTY. CONSULTANT agrees to cause its personnel, staff and/or subcontractors, if any, to undertake the same obligations of confidentiality agreed to by CONSULTANT under this AGREEMENT. The terms of this Paragraph 12.3 shall survive the expiration or termination of this AGREEMENT.

12.4 The COUNTY acknowledges that the use of information that becomes the property of the COUNTY pursuant to Paragraph 12.2, for purposes other than those contemplated in this AGREEMENT, shall be at the COUNTY’S sole risk.

12.5 The CONSULTANT may, at its sole expense, reproduce and maintain copies of deliverables provided to COUNTY.

13.0 COMPLIANCE WITH STATE AND OTHER LAWS

13.1 The CONSULTANT, and subconsultant(s), shall comply with Federal, State, COUNTY and local statutes, ordinances and regulations, and will obtain permits, or other mandated approvals, whenever applicable, in the performance of Services under this AGREEMENT. Further, CONSULTANT shall comply with all COUNTY policies and rules, including, but not limited to, criminal background checks.

13.2 The CONSULTANT, and subconsultant(s), shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit and unfair employment practice. CONSULTANT shall comply with Executive Order 11246, entitled, “Equal Employment Opportunity,” as amended by U.S. Department of Labor regulations (41 CFR Part 60) and the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/1-101, et seq., and with all rules and regulations established by the Department of Human Rights.

13.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, et seq.; and further certifies that it has not been barred from contracting with a unit of State or
local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3).

14.0 MODIFICATION OR AMENDMENT

14.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly executed by both parties.

14.2 The CONSULTANT acknowledges receipt of a copy of the COUNTY’S Purchasing Procedures and Guidelines Ordinance, which is hereby incorporated in this AGREEMENT, and has had an opportunity to review it. CONSULTANT agrees to submit change orders in accordance with said Ordinance.

15.0 TERM OF THIS AGREEMENT

15.1 The term of this AGREEMENT shall begin on December 1, 2018 and shall continue in full force and effect until the earlier of the following occurs:

(a) The termination of this AGREEMENT in accordance with the terms of Article 16.0, or

(b) December 1, 2019, or to a new date agreed upon by the parties.

(c) The completion by the CONSULTANT and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before December 1, 2019.

15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b), above. The COUNTY is not liable and will not pay the CONSULTANT for any work performed after the expiration or termination of this AGREEMENT.

16.0 TERMINATION

16.1 Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause upon serving thirty (30) days prior written notice upon the other party, except in the event of CONSULTANT’S insolvency, bankruptcy, or receivership, in which case termination shall be effective immediately upon receipt of notice.

16.2 Upon such termination, the liabilities of the parties to this AGREEMENT
shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination.

16.3 Upon termination of this AGREEMENT, all data, work products, reports and documents produced, because of this AGREEMENT shall become the property of the COUNTY. Further, CONSULTANT shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.

17.0 ENTIRE AGREEMENT

17.1 This AGREEMENT, including matters incorporated herein, contains the entire agreement between the parties.

17.2 There are no other covenants, warranties, representations, promises, conditions or understandings, either oral or written, other than those contained herein.

17.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

17.4 In event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

18.0 ASSIGNMENT

18.1 This AGREEMENT may be assigned by either party provided, however, such assignment shall first be approved, in writing, by the other party.

19.0 SEVERABILITY

19.1 In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

20.0 GOVERNING LAW

20.1 This AGREEMENT shall be governed by the laws of the State of Illinois as to both interpretation and performance.

20.2 The venue for resolving any disputes concerning the parties’ respective
performance, or failure to perform, under this AGREEMENT, shall be the 18th Judicial Circuit Court, DuPage County, Wheaton, Illinois.

21.0 NOTICES

21.1 Any required notice shall be sent to the following addresses and parties:

County of DuPage
421 North County Farm Road
Wheaton, IL 60187
Fax: 630-407-6501
Attn: Mary Keating, Director of Community Services

Family Shelter Service, Inc.
605 East Roosevelt Road
Wheaton, IL 60187
Fax: 630-221-8098
Attn: Judie Caribeaux, Executive Director

21.2 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (b) served by facsimile transmission during regular business hours; or (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served personally or by facsimile transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth in Paragraph 14.1, above.

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH

22.1 The parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further, the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this AGREEMENT with respect to a different breach.

23.0 FORCE MAJEURE

23.1 Neither party shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires, or natural disasters.
24.0 REPRESENTATIONS AND WARRANTIES OF CONSULTANT

24.1 CONSULTANT represents and warrants that the following shall be true and correct as of the effective date of this AGREEMENT and shall continue to be true and correct during the Term of this AGREEMENT.

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

24.3 Good Standing. CONSULTANT is not in default and has not been deemed by the COUNTY to be in default under any other AGREEMENT with the COUNTY during the five (5) year period immediately preceding the effective date of this AGREEMENT.

24.4 Authorization. In the event CONSULTANT is an entity other than a sole proprietorship, CONSULTANT represents that it has taken all action necessary for the approval and execution of this AGREEMENT, and execution by the person signing on behalf of the CONSULTANT is duly authorized by CONSULTANT and has been made with complete and full authority to commit CONSULTANT to all terms and conditions of this AGREEMENT which shall constitute valid, binding obligations of CONSULTANT.

24.5 Gratuities. No payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act, was made by, on behalf of, or to CONSULTANT in relation to this AGREEMENT or as an inducement for award of this AGREEMENT.

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

COUNTY OF DUPAGE           FAMILY SHELTER SERVICE, INC.

BY:  DANIEL CRONIN           BY:  JUDIE CARIBEAUX
    CHAIRMAN, DUPAGE COUNTY BOARD    EXECUTIVE DIRECTOR

ATTEST BY:                  ATTEST BY:  Signature on file
    PAUL HINDS                AMY MILLIGAN
    COUNTY CLERK             DIRECTOR OF SAFER COMMUNITIES
EXHIBIT A
SCOPE OF SERVICES

This exhibit includes the scope of work for the services of Family Shelter Service, Inc. consisting of providing advocacy for victims of family violence and provision of other related services to the DuPage County Department of Human Services as herein described.

CONSULTANT shall provide the following:

1. Advocates employed by CONSULTANT will follow up on police-reported incidents of domestic violence, hereinafter referred to as Police Responses. Advocates will contact victims following a police report in order to assess safety, provide information about legal remedies, CONSULTANT’S programs, and community resources. CONSULTANT will also offer emotional support.

2. Advocates employed by CONSULTANT will provide assistance to victims of domestic violence seeking Orders of Protection. Advocates will support victims throughout the court process, including both the Emergency Order of Protection and the Plenary Order.

3. Advocates employed by CONSULTANT will provide support to victims throughout the Bond Court and Criminal Court process, as needed and as staffing permits.

4. CONSULTANT will provide the 40-Hour Domestic Violence Training at no charge to Forensic Behavioral Health employees and other COUNTY employees as requested.

5. CONSULTANT will develop outcomes for the above-described services and report to COUNTY in a form acceptable to COUNTY.

The COUNTY and CONSULTANT shall coordinate all activities undertaken pursuant to this AGREEMENT in accordance with the following:

1. CONSULTANT’S Director of Safer Communities and COUNTY’S Director of the Family Center will coordinate efforts to refine the referral process between the OOP Courtroom and Supervised Visits and Neutral Exchange Program at the Family Center.

2. CONSULTANT’S Director of Safer Communities and COUNTY’S Director of the Family Center will coordinate the effort to provide information to victims of domestic violence and to facilitate the referral process to CONSULTANT’S programs.
3. The clinical staff of COUNTY’S Family Center and CONSULTANT’S advocacy staff shall identify further opportunities for collaboration and to implement cross-training.

4. Advocates employed by CONSULTANT will facilitate referrals to other CONSULTANT programs, such as emergency shelter, individual counseling, support and education groups for adults and children, and 24-hour hotline for victims of domestic violence in DuPage County.
EXHIBIT B
DELIVERABLES

Deliverables shall consist of reports on outcomes of services provided and coordination activities. CONSULTANT shall submit all reports to COUNTY before final payment is made by COUNTY pursuant to this AGREEMENT.

CONSULTANT shall report on outcomes of the services provided by CONSULTANT in accordance with the following:

1. **Outcome:** 90% of victims of domestic violence who obtain an Emergency Order of Protection will report that the information and support provided by advocates employed by CONSULTANT assisted them in securing their personal safety.

   **Measures:**
   - Clients report having a safety plan
   - Clients report knowing how to enforce their Emergency Order of Protection

2. **Outcome:** 90% of victims of domestic violence surveyed at the time of their hearing to request a Plenary Order of Protection will report that the services provided to them by the advocates employed by the CONSULTANT were “very helpful” or “helpful.”

   **Measures:**
   - Clients report that CONSULTANT’S advocates were “very helpful” or “helpful” in preparing them for their court hearings
   - Clients report that written materials provided by CONSULTANT’S advocates were “very helpful” or “helpful”
   - Clients report that emotional support provided by CONSULTANT’S advocates was “very helpful” or “helpful”

3. **Outcome:** 90% of victims of domestic violence who have contact with CONSULTANT as a result of a Police Response will report that they have knowledge of ways to increase their safety.

   **Measures:**
   - Clients report knowledge of how to obtain an Order of Protection
   - Clients report knowledge of services offered by CONSULTANT
   - Clients report having discussed a safety plan with CONSULTANT
CONSULTANT shall report on coordination activities as described in Exhibit A, Scope of Services.

**EXHIBIT C**

**SCHEDULE OF FEES**

The CONSULTANT will bill the COUNTY for all tasks, assignments, and work performed in accordance with the following costs and payment terms.

**Project Cost:**

The Project Cost shall not exceed Eighty-Five Thousand ($85,000.00) and 00/100 dollars. COUNTY shall be responsible for payment of a maximum of Eighty-Five Thousand ($85,000.00) and 00/100 dollars for the support of activities described in Exhibit A, Scope of Services.

**Payment Terms:**

Requests for drawdown of payments shall be evidenced by monthly invoices for services based on the following rate schedule and showing hours worked by each category of position on each of the items listed in Exhibit A, Scope of Services.

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<thead>
<tr>
<th>Category</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Director of Safer Communities</td>
<td>$37.61</td>
</tr>
<tr>
<td>Court/Victim Advocacy Coordinator</td>
<td>$29.23</td>
</tr>
<tr>
<td>Court/Victim Advocate</td>
<td>$23.19</td>
</tr>
</tbody>
</table>
Resolution
FI-R-0928-18

ACCEPTANCE AND APPROPRIATION OF ADDITIONAL FUNDING FOR
THE LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP) COMED RATE
RELIEF PROGRAM GRANT FY18
COMPANY 5000 - ACCOUNTING UNIT 1500

$15,000

(Under the administrative direction of
the Community Services Department)

WHEREAS, the County of DuPage heretofore accepted and appropriated the LIHEAP
ComEd Rate Relief Program Grant FY18, Company 5000, Accounting Unit 1500 pursuant to
Resolution FI-R-0045-18 for the period January 2, 2018 through December 31, 2018; and

WHEREAS, the County of DuPage has been notified by the Illinois Association of
Community Action Agencies that additional grant funds in the amount of $15,000 (FIFTEEN
THOUSAND AND NO/100 DOLLARS) are available to be used to continue to assist in
administering the ComEd Care Program; and

WHEREAS, no additional County funds are required to receive this funding; and

WHEREAS, acceptance of this additional funding does not add any additional subsidy
from the County; and

WHEREAS, the County of DuPage finds that the need to appropriate said additional
funds creates an emergency within the meaning of the Counties Act, Budget Division, (55, ILCS
5/6-1003).

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the
additional appropriation on the attached sheet (Attachment I) in the amount of $15,000
(FIFTEEN THOUSAND AND NO/100 DOLLARS) be made and added to the LIHEAP ComEd
Rate Relief Program Grant FY18, Company 5000 - Accounting Unit 1500 and that the program
continue as originally approved in all other respects; and

BE IT FURTHER RESOLVED that should state and/or federal funding cease for this
grant, the Health and Human Services Committee shall review the need for continuing the
specified program; and

BE IT FURTHER RESOLVED that should the Health and Human Services Committee
determine the need for other funding is appropriate, it may recommend action to the County
Board by Resolution.

Enacted and approved this 13th day of November, 2018 at Wheaton, Illinois.

__________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD
Resolution
FI-R-0928-18

Attest: ____________________________________
PAUL HINDS, COUNTY CLERK

| RESULT: | APPROVED [UNANIMOUS] |
| MOVER:  | Sam Tornatore, Vice Chair |
| SECONDER: | Dino C. Gavanes, District 1 |
| AYES: | Amy L Grant, Greg Hart, Sam Tornatore, Dino C. Gavanes |
| ABSENT: | Elizabeth Chaplin, Tonia Khouri, Robert L Larsen |
## ADDITIONAL APPROPRIATION FOR
THE LIHEAP COMED RATE RELIEF PROGRAM GRANT FY18
COMPANY 5000 – ACCOUNTING UNIT 1500
$15,000

### REVENUE

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>46009-0000 – Private Grants</td>
<td>$15,000</td>
</tr>
</tbody>
</table>

**TOTAL ANTICIPATED REVENUE** $15,000

### EXPENDITURES

#### PERSONNEL

- 50000 Regular Salaries $10,025
- 51010 Employer Share I.M.R.F. 1,210
- 51030 Employer Share Social Security 765
- 51040 Employee Med & Hosp Insurance 3,000

**TOTAL PERSONNEL** $15,000

**TOTAL ADDITIONAL APPROPRIATION** $15,000
Resolution
FI-R-0929-18

ACCEPTANCE AND APPROPRIATION OF ADDITIONAL FUNDING FOR THE FORTY-FOURTH (44TH) YEAR COMMUNITY DEVELOPMENT BLOCK GRANT FY 2018 COMPANY 5000 - ACCOUNTING UNIT 1440 $364,559.00

(Under the administrative direction of the Community Services Department)

WHEREAS, the County of DuPage heretofore accepted and appropriated the Forty-Fourth (44th) Year Community Development Block Grant FY18 - Company 5000, Accounting Unit 1440 pursuant to Resolution FI-R-0104-18 for the period of April 1, 2018 through March 31, 2019; and

WHEREAS, the County of DuPage has been notified by the United States Department of Housing and Urban Development that additional grant funds in the amount of $364,559.00 (THREE HUNDRED SIXTY-FOUR THOUSAND, FIVE HUNDRED FIFTY-NINE AND NO/100 DOLLARS) have been awarded; and

WHEREAS, no additional County funds are required to receive this funding; and

WHEREAS, acceptance of this additional funding does not add any additional subsidy from the County; and

WHEREAS, the County of DuPage finds that the need to appropriate said additional funds creates an emergency within the meaning of the Counties Act, Budget Division, (55 ILCS 5/6-1003).

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (Attachment) in the amount of $364,559.00 (THREE HUNDRED SIXTY-FOUR THOUSAND, FIVE HUNDRED FIFTY-NINE AND NO/100 DOLLARS) be made and added to the Forty-Fourth (44th) Year Community Development Block Grant FY18, Company 5000, Accounting Unit 1440 and the program continue as originally approved in all other respects; and

BE IT FURTHER RESOLVED that the personnel budget for the Community Services Department be revised to reflect the addition of:

Full Time

50000 (1) Case Manager Grade 110 $34,428.00 - $57,381.00

BE IT FURTHER RESOLVED that should federal funding cease for this grant, the Health and Human Services Committee shall review the need for continuing the specified program and related head count; and
Resolution
FI-R-0929-18

BE IF FURTHER RESOLVED that should the Health and Human Services Committee determined the need for other funding is appropriate, it may recommend action to the County Board by Resolution.

Enacted and approved this 13th day of November, 2018 at Wheaton, Illinois.

______________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: __________________________
PAUL HINDS, COUNTY CLERK

RESULT: APPROVED [UNANIMOUS]
MOVER: Sam Tornatore, Vice Chair
SECONDER: Dino C. Gavanes, District 1
AYES: Amy L Grant, Greg Hart, Sam Tornatore, Dino C. Gavanes
ABSENT: Elizabeth Chaplin, Tonia Khouri, Robert L Larsen
### ADDITIONAL APPROPRIATION FOR THE FORTY-FOURTH (44TH) YEAR
COMMUNITY DEVELOPMENT BLOCK GRANT FY18
COMPANY 5000 - ACCOUNTING UNIT 1440
$364,559.00

#### REVENUE

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>41000-0001</td>
<td>Federal Operating Grant - HUD</td>
<td>$364,559</td>
</tr>
</tbody>
</table>

TOTAL ANTICIPATED REVENUE $364,559

#### EXPENDITURES

**PERSONNEL**

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
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<tr>
<td>50000</td>
<td>Regular Salaries</td>
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<tr>
<td>50010</td>
<td>Overtime</td>
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</tr>
<tr>
<td>51000</td>
<td>Benefit Payments</td>
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<tr>
<td>51010</td>
<td>Employer Share IMRF</td>
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</tr>
<tr>
<td>51030</td>
<td>Employer Share Social Security</td>
<td>3,000</td>
</tr>
<tr>
<td>51040</td>
<td>Employee Medical &amp; Hospital Insurance</td>
<td>5,000</td>
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</table>

TOTAL PERSONNEL $72,911

**CONTRACTUAL SERVICES**

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>53820</td>
<td>Grant Services</td>
<td>$291,648</td>
</tr>
</tbody>
</table>

TOTAL CONTRACTUAL SERVICES $291,648

TOTAL ADDITIONAL APPROPRIATION $364,559
Resolution
FI-R-0930-18

ACCEPTANCE AND APPROPRIATION OF ADDITIONAL FUNDING
FOR THE THIRTIETH (30TH) YEAR
EMERGENCY SOLUTIONS GRANT FY18
COMPANY 5000 - ACCOUNTING UNIT 1470
$4,731.00

(Under the administrative direction of the
Community Services Department)

WHEREAS, the County of DuPage heretofore accepted and appropriated the Thirtieth (30th) Year Emergency Solutions Grant FY18 - Company 5000, Accounting Unit 1470 pursuant to Resolution FI-R-00102-18 for the period of April 1, 2018 through March 31, 2019; and

WHEREAS, the County of DuPage has been notified by the United States Department of Housing and Urban Development that additional grant funds in the amount of $4,731.00 (FOUR THOUSAND, SEVEN HUNDRED THIRTY-ONE AND NO/100 DOLLARS) have been awarded; and

WHEREAS, no additional County funds are required to receive this funding; and

WHEREAS, acceptance of this additional funding does not add any additional subsidy from the County; and

WHEREAS, the County of DuPage finds that the need to appropriate said additional funds creates an emergency within the meaning of the Counties Act, Budget Division, (55 ILCS 5/6-1003).

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (Attachment) in the amount of $4,731.00 (FOUR THOUSAND, SEVEN HUNDRED THIRTY-ONE AND NO/100 DOLLARS) be made and added to the Thirtieth (30th) Year Emergency Solutions Grant FY18, Company 5000, Accounting Unit 1470, and the program continue as originally approved in all other respects; and

BE IT FURTHER RESOLVED that should federal funding cease for this grant, the Health and Human Services Committee shall review the need for continuing the specified program and related head count; and
Resolution  
FI-R-0930-18  

BE IT FURTHER RESOLVED that should federal funding cease for this grant, the Health and Human Services Committee shall review the need for continuing the specified program and related head count; and

Enacted and approved this 13th day of November, 2018 at Wheaton, Illinois.

__________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________
PAUL HINDS, COUNTY CLERK

<table>
<thead>
<tr>
<th>RESULT:</th>
<th>APPROVED [UNANIMOUS]</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOVER:</td>
<td>Dino C. Gavanes, District 1</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>Sam Tornatore, Vice Chair</td>
</tr>
<tr>
<td>AYES:</td>
<td>Amy L Grant, Greg Hart, Sam Tornatore, Dino C. Gavanes</td>
</tr>
<tr>
<td>ABSENT:</td>
<td>Elizabeth Chaplin, Tonia Khouri, Robert L Larsen</td>
</tr>
</tbody>
</table>
ADDITIONAL APPROPRIATION FOR
THE THIRTIETH (30TH) YEAR
EMERGENCY SOLUTIONS GRANT FY18
COMPANY 5000 - ACCOUNTING UNIT 1470
$4,731.00

REVENUE

41000-0001 Federal Operating Grant - HUD $4,731

TOTAL ANTICIPATED REVENUE $4,731

EXPENDITURES

PERSONNEL

CONTRACTUAL SERVICES
53820 – Grant Services $4,731

TOTAL CONTRACTUAL SERVICES $4,731

TOTAL ADDITIONAL APPROPRIATION $4,731
Resolution
FI-R-0931-18

ACCEPTANCE AND APPROPRIATION OF ADDITIONAL FUNDING
FOR THE TWENTY-SEVENTH (27TH) YEAR
HOME INVESTMENT PARTNERSHIP GRANT FY18
COMPANY 5000 - ACCOUNTING UNIT 1450
$543,336.00

(Under the administrative direction of the
Community Services Department)

WHEREAS, the County of DuPage heretofore accepted and appropriated the Twenty-Seventh (27th) Year HOME Investment Partnership Grant FY18 - Company 5000, Accounting Unit 1450 pursuant to Resolution FI-R-0103-18 for the period of April 1, 2018 through March 31, 2019; and

WHEREAS, the County of DuPage has been notified by the United States Department of Housing and Urban Development that additional grant funds in the amount of $543,336.00 (FIVE HUNDRED FORTY-THREE THOUSAND, THREE HUNDRED THIRTY-SIX AND NO/100 DOLLARS) have been awarded; and

WHEREAS, no additional County funds are required to receive this funding; and

WHEREAS, acceptance of this additional funding does not add any additional subsidy from the County; and

WHEREAS, the County of DuPage finds that the need to appropriate said additional funds creates an emergency within the meaning of the Counties Act, Budget Division, (55 ILCS 5/6-1003).

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (Attachment) in the amount of $543,336.00 (FIVE HUNDRED FORTY-THREE THOUSAND, THREE HUNDRED THIRTY-SIX AND NO/100 DOLLARS) be made and added to the Twenty-Seventh (27th) Year HOME Investment Partnership Grant FY18, Company 5000, Accounting Unit 1450, and the program continue as originally approved in all other respects; and

BE IT FURTHER RESOLVED that should federal funding cease for this grant, the Health and Human Services Committee shall review the need for continuing the specified program and related head count; and
BE IF FURTHER RESOLVED that should the Health and Human Services Committee determined the need for other funding is appropriate, it may recommend action to the County Board by Resolution.

Enacted and approved this 13th day of November, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK

RESULT: APPROVED [UNANIMOUS]
MOVER: Dino C. Gavanes, District 1
SECONDER: Sam Tornatore, Vice Chair
AYES: Amy L Grant, Greg Hart, Sam Tornatore, Dino C. Gavanes
ABSENT: Elizabeth Chaplin, Tonia Khouri, Robert L Larsen
ATTACHMENT

ADDITIONAL APPROPRIATION FOR
THE TWENTY-SEVENTH (27TH) YEAR
HOME INVESTMENT PARTNERSHIP GRANT FY18
COMPANY 5000 - ACCOUNTING UNIT 1450
$543,336.00

REVENUE

41000-0001 Federal Operating Grant - HUD $543,336

TOTAL ANTICIPATED REVENUE $543,336

EXPENDITURES

PERSONNEL

50000 – Regular Salaries $42,500
51010 – Employer Share IMRF 6,000
51030 – Employer Share Social Security 3,300
51040 – Employee Medical & Hospital Insurance 2,500

TOTAL PERSONNEL $54,300

CONTRACTUAL SERVICES

53820 – Grant Services $489,036

TOTAL CONTRACTUALSERVICES $489,036

TOTAL ADDITIONAL APPROPRIATION $543,336
WHEREAS, Resolution FI-P-020-13 was approved and adopted by the DuPage County Board on November 26, 2013; and

WHEREAS, Resolution FI-P-020A-13 was approved and adopted by the DuPage County Board on July 18, 2017, for an increase and extension; and

WHEREAS, the Health and Human Services Committee recommends changes as stated in the Change Order Notice to increase contract 76-0001 SERV in the amount of $3,730.00, taking the amended contract amount of $239,139.36, resulting in a new contract total amount of $242,869.36, an increase of 1.56%.

NOW, THEREFORE BE IT RESOLVED, that the County Board adopts the Change Order Notice to County Contract 76-0001 SERV, issued to Toshiba American Business Solutions, Inc., AKA Electronic Imaging Division for copier services, to increase the amount of the contract by $3,730.00, taking the amended contract amount of $239,139.36, resulting in a new contract total amount of $242,869.36, an increase of 1.56%.

Enacted and approved this 13th day of November, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK

RESULT: APPROVED [UNANIMOUS]
MOVER: Sam Tornatore, Vice Chair
SECONDER: Dino C. Gavanes, District 1
AYES: Amy L Grant, Greg Hart, Sam Tornatore, Dino C. Gavanes
ABSENT: Elizabeth Chaplin, Tonia Khouri, Robert L Larsen
**Request for Change Order**

**Procurement Services Division**

Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 76-0001 SERV</th>
<th>Original Purchase Order Date: Nov 26, 2013</th>
<th>Change Order #: 3</th>
<th>Department: DuPage Care Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: Toshiba America Business Solutions Inc.</td>
<td>Vendor #: 14171</td>
<td>Dept Contact: Christine Kliebhan</td>
<td></td>
</tr>
</tbody>
</table>

**Background and/or Reason for Change Order Request:**
Copier Services for the DuPage Care Center for the period 01/01/14 - 09/30/18. Increase contract in the amount of $3,730.00 to cover rentals through 09/30/18. There were errors in the calculations of the original contract.

**IN ACCORDANCE WITH 720 ILCS 5/33E-9**

- (A) Were not reasonably foreseeable at the time the contract was signed.
- (B) The change is germane to the original contract as signed.
- (C) Is in the best interest for the County of DuPage and authorized by law.

### INCREASE/DECREASE

| A | Starting contract value | $202,177.64 |
| B | Net $ change for previous Change Orders | $36,961.72 |
| C | Current contract amount (A + B) | $239,139.36 |
| D | Amount of this Change Order | $3,730.00 |
| E | New contract amount (C + D) | $242,869.36 |
| F | Percent of current contract value this Change Order represents (D / C) | 1.56% |
| G | Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts) | 0.13% |

### DECISION MEMO NOT REQUIRED

- [ ] Cancel entire order
- [ ] Close Contract
- [ ] Contract Extension (29 days)
- [ ] Consent Only
- [ ] Increase budget code from: ____________________________ to: ____________________________
- [ ] Decrease budget code from: ____________________________ to: ____________________________
- [ ] Price shows: ____________________________ should be: ____________________________
- [ ] Decrease remaining encumbrance and close contract
- [ ] Increase encumbrance and close contract
- [ ] Decrease encumbrance
- [ ] Increase encumbrance

### DECISION MEMO REQUIRED

- [ ] Increase (greater than 29 days) contract expiration from: ____________________________ to: ____________________________
- [ ] Increase ≥ $2,500.00, or ≥ 10%, of current contract amount
- [ ] Funding Source: ____________________________
- [ ] OTHER - explain below: ____________________________

---

**Prepared By (Initials):** cdk 4208 Aug 6, 2018

**Recommended for Approval (Initials):** QC 8/13/18

**REVIEWED BY (Initials Only):**

- [ ] Buyer: 8/23/18 Procurement Officer: 8/23/18
- [ ] Chief Financial Officer (Decision Memos Over $25,000): 10/18/18 Chairman's Office (Decision Memos Over $25,000): 10/30/18
Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

To increase the contract in the amount of $3,730.00 to cover services through the end of the contract.

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

The increase of $3,730.00 will cover the final payment for services that is provided by Toshiba for leased copiers.

Strategic Impact

Financial Planning

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

By increasing the current Toshiba copier contract DuPage Care Center will be able to cover final services, before the new copier contract will begin.

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

DuPage County is the lead agency for the National I.P.A. cooperative agreement in which the county has a contract with Toshiba for county-wide copiers service.

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

1) Increase the contract in the amount of $3,730.00 to cover services through the end of the contract.
2) Do not increase contract in the amount of $3,730.00 to cover services, however, the DuPage Care Center will need copiers to do the day to day operations.

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.

1200-2000-53410 - $3,730.00
Resolution
FI-R-0932-18

ACCEPTANCE AND APPROPRIATION OF THE
DUPAGE CARE CENTER FOUNDATION - RECREATION THERAPY GRANT FY19

COMPANY 5000 - ACCOUNTING UNIT 2120

$18,000
(Under the administrative direction of the Convalescent Center)

WHEREAS, the County of DuPage has been notified by the DuPage Care Center Foundation that grant funds in the amount of $18,000 (EIGHTEEN THOUSAND AND NO/100 DOLLARS) are available to be used to continue funding for two part-time Recreation Therapy Aid positions to support the All-House Program; and

WHEREAS, no additional County funds are required to receive this funding; and

WHEREAS, acceptance of this grant does not add any additional subsidy from the County; and

WHEREAS, the County Board finds that the need to appropriate said grant funds creates an emergency within the meaning of the Counties Act, Budget Division, (55 ILCS 5/6-1003).

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (Attachment) be made to establish the DuPage Care Center Foundation-Recreation Therapy Grant FY19, Company 5000 - Accounting Unit 2120 for the period December 1, 2018 through November 30, 2019; and

BE IT FURTHER RESOLVED by the DuPage County Board that the Administrator of the Care Center is approved as the County’s Authorized Representative; and

BE IT FURTHER RESOLVED that should local funding cease for this grant, the Health and Human Services Committee shall review the need for continuing the specified program; and

BE IT FURTHER RESOLVED that should the Health and Human Services Committee determine the need for other funding is appropriate, it may recommend action to the County Board by resolution.

Enacted and approved this 13th day of November, 2018 at Wheaton, Illinois.

__________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
# Resolution

**FI-R-0932-18**

<table>
<thead>
<tr>
<th>RESULT:</th>
<th>APPROVED [UNANIMOUS]</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOVER:</td>
<td>Dino C. Gavanes, District 1</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>Sam Tornatore, Vice Chair</td>
</tr>
<tr>
<td>AYES:</td>
<td>Amy L Grant, Greg Hart, Sam Tornatore, Dino C. Gavanes</td>
</tr>
<tr>
<td>ABSENT:</td>
<td>Elizabeth Chaplin, Tonia Khouri, Robert L Larsen</td>
</tr>
</tbody>
</table>
ADDITIONAL APPROPRIATION FOR
THE DUPAGE CARE CENTER FOUNDATION-RECREATION THERAPY GRANT FY19
COMPANY 5000 – ACCOUNTING UNIT 2120
$18,000

REVENUE

46009-0000 – Private Grants $ 18,000

TOTAL ANTICIPATED REVENUE $ 18,000

EXPENDITURES

PERSONNEL

50040 Part Time Help $ 18,000

TOTAL PERSONNEL $ 18,000

TOTAL ADDITIONAL APPROPRIATION $ 18,000
AWARDING RESOLUTION
ISSUED TO RED WING BRANDS OF AMERICA
TO FURNISH AND DELIVER
SAFETY SHOES AND WORK BOOTS
AS NEEDED FOR THE DIVISION OF TRANSPORTATION,
PUBLIC WORKS, FACILITIES MANAGEMENT, STORMWATER
AND THE CARE CENTER
(CONTRACT TOTAL NOT TO EXCEED $53,000.00)

WHEREAS, requests for proposals have been taken and processed in accordance with County Board policy; and

WHEREAS, the most qualified proposal has been designated and the Transportation, Public Works, Stormwater and Health and Human Services Committees recommend County Board approval for the issuance of a contract purchase order to Red Wing Brands of America, Inc. to furnish safety shoes and work boots, as needed for the Division of Transportation, Public Works, Facilities Management, Stormwater and the Care Center for the period December 1, 2018 through November 30, 2019.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish safety shoes and work boots, as needed for the Division of Transportation, Public Works, Facilities Management, Stormwater and the Care Center for the period December 1, 2018 through November 30, 2019, is hereby approved for issuance of a contract purchase order to Red Wing Brands of America, Inc. 314 Main Street, Red Wing, Minnesota 55066, for a contract total not to exceed $53,000.00 (Division of Transportation $21,000.00, Public Works $15,000.00, Facilities Management $10,000.00, Stormwater $4,500.00, Care Center $2,500.00); Per renewal option under RFP 17-177-JM, first of three options to renew.

Enacted and approved this 13th day of November, 2018 at Wheaton, Illinois.

___________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
**Requisition 25k and over**

**DT-P-0275-18**

# PROCUREMENT REVIEW CHECKLIST

**REQUISITION**

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>NEW PURCHASE ORDER REQUEST</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE SUBMITTED</td>
</tr>
<tr>
<td>CONTRACT TOTAL AMOUNT</td>
</tr>
<tr>
<td>$53,000.00</td>
</tr>
</tbody>
</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

- Jan Janowicz
  - Completed
  - 10/19/2018 11:26 AM
- Christopher Snyder
  - Completed
  - 10/19/2018 11:35 AM
- Tony Charlton
  - Completed
  - 10/19/2018 12:43 PM
- Laura Grobe
  - Completed
  - 10/19/2018 1:38 PM
- Tim Harbaugh
  - Completed
  - 10/19/2018 2:08 PM
- Angela Bendinelli
  - Completed
  - 10/22/2018 10:38 AM
- Nick Kottmeyer
  - Completed
  - 10/22/2018 10:45 AM
- Karen Graczyk
  - Completed
  - 10/22/2018 12:01 PM
- Janelle Chadwick
  - Completed
  - 10/24/2018 8:49 AM
- Kathy Ostrowski
  - Completed
  - 10/29/2018 5:54 PM
- James McGuire
  - Completed
  - 10/30/2018 4:10 PM
- Paul Rafac
  - Completed
  - 10/30/2018 5:03 PM
- Tom Cuculich
  - Completed
  - 10/31/2018 10:22 AM
- Kathy Ostrowski
  - Completed
  - 11/02/2018 3:28 PM
- Public Works Committee
  - Completed
  - 11/06/2018 9:15 AM
- Health & Human Services
  - Completed
  - 11/06/2018 10:15 AM
- Transportation Committee
  - Completed
  - 11/06/2018 10:00 AM
- Finance Committee
  - Completed
  - 11/13/2018 8:00 AM
- County Board
  - Completed
  - 11/13/2018 10:00 AM
- Stormwater Management Committee
  - Completed
  - 11/20/2018 7:30 AM
### Purchase Requisition

**Procurement Services Division**

**Send Purchase Order To:**
- **Vendor:** Red Wing Brands of America
  - **Vendor #:** 10549
- **Attn:** Brian Duerinck
  - **Email:** brian@duerinck@redwingshoes.com
- **Address:** 314 Main St.
- **City:** Red Wing
  - **State:** MN
  - **Zip:** 55066
- **Phone:** 815-355-4242
  - **Fax:** 815-714-2960

**Send Payments To:**
- **Vendor:** Red Wing Brands of America
  - **Vendor #:** 10549
- **Attn:**
  - **Email:**
- **Address:** P.O. Box 844329
  - **City:** Dallas
  - **State:** TX
  - **Zip:** 75284-4329
- **Phone:** 888-767-7874
  - **Fax:**

**Send Invoices To:**
- **Dept:** Various - See Instructions below
  - **Email:**
- **Address:**
  - **City:**
  - **State:** IL
  - **Zip:**
- **Phone:**
  - **Fax:**

**Ship To:**
- **Dept:** Division
  - **Email:**
- **Address:**
  - **City:**
  - **State:** IL
  - **Zip:** 60187
- **Phone:**
  - **Fax:**

**Payment Terms:**
- **F.O.B.:**
- **PO 20 Delivery Date:**
- **Requisitioner:** Darcie Garza, CPPB

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**Requisition Total:** $53,000.00

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

This contract purchase order is to furnish and deliver Safety Shoes and Work Boots, for qualified employees on an "as needed" basis, for the Division of Transportation, Public Works, Facilities Management, Stormwater and the Care Center for the period December 1, 2018 through November 30, 2019 per most qualified offer on Proposal RFP #17-177-JM.

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

Please print invoice distribution on Purchase Order:
- Service Lines 1-4: DuPage County DOT, 421 N. County Farm Road, Wheaton, IL 60187 Attn: Kathy Curcio
- Service Line 5: DuPage County Facilities Management, 421 N. County Farm Road, Wheaton, IL 60187 Attn: Tim Harbaugh
- Service Line 6: DuPage County Public Works, 7900 S. Route 53, Woodridge, IL 60517 Attn: Amy Akrilow
- Service Line 7: DuPage County Stormwater, 421 N. County Farm Road, Wheaton, IL 60187 Attn: Alicia Perez
- Service Line 8: DuPage County Care Center, 400 N. County Farm Road, Wheaton, IL 60187 Attn: Vinit Patel

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

SM-P-0275-18
**Purchase Requisition**  
**Procurement Services Division**

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<th>Description</th>
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<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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**Requisition Total:** $53,000.00

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

This contract purchase order is to furnish and deliver Safety Shoes and Work Boots, for qualified employees on an "as needed" basis, for the Division of Transportation, Public Works, Facilities Management, Stormwater and the Care Center for the period December 1, 2018 through November 30, 2019 per most qualified offer on Proposal RFP #17-177-JM.

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

Please print invoice distribution on Purchase Order:

Service Line 1-4 - DuPage County DOT, 421 N. County Farm Road, Wheaton, IL 60187 Attn: Kathy Curcio
Service Line 5: DuPage County Facilities Management, 421 N. County Farm Road, Wheaton, IL 60187 Attn: Tim Harbaugh
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Service Line 7: DuPage County Stormwater, 421 N. County Farm Road, Wheaton, IL 60187 Attn: Alicia Perez
Service Line 8: DuPage County Care Center, 400 N. County Farm Road, Wheaton, IL 60187 Attn: Vinit Patel

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

---

SM-P-0275-18
**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: Division of Transportation</th>
<th>Department Contact: Darcie Garza, CPPB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:darcie.garza@dupageco.org">darcie.garza@dupageco.org</a></td>
<td>Contact Phone: 630-407-6906</td>
</tr>
<tr>
<td>Vendor Name: Red Wing Brands of America, Inc.</td>
<td>Vendor #: 10549</td>
</tr>
</tbody>
</table>

**Date:** Sep 24, 2018

**MinuteTraq (IQM2) ID #:**

**Department Requisition #:** 18-1500-108

---

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

Recommendation for approval of a contract purchase order to provide Safety Shoes and Work Boots, for qualified employees, as needed, for the period December 1, 2018 through November 30, 2019 for a contract total, not to exceed $53,000.00. This is a multi-departmental Purchase, covering the Division of Transportation, Facilities Management, Public Works, Stormwater and the Care Center.

---

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

Qualified employees are provided with a $200.00 allowance voucher to purchase Safety Shoes or Work Boots. Red Wing will invoice the County the amount for what the employee spends on their safety shoes or work boots up to $200.00. Any amount exceeding the $200 voucher, is paid by the employee at the time of purchase.

---

**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.

Safety footwear is essential to the performance of work by County Employees to prevent and minimize potential for foot injury. Based on assigned duties, safety shoes and work boots are subjected to daily usage, wear and tear requiring regular replacement. Individual departments keep appropriate records to ensure that individual shoe purchases are conducted annually.

---

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

Proposal 17-177 was solicited by Purchasing to provide Red Wing or equivalent safety shoes and/or work boots and two (2) responses were submitted. Proposals were analyzed by representatives from DOT, Facilities Management and Public Works. The listed evaluation criteria categories included: Vendor Acceptability and Ease of Use with Voucher System, Brands Offered, Locations of convenience for employees and Pricing. It was determined via proposal scoring, Red Wing was the best value offeror.

---

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

The Departments involved recommend a contract purchase order be awarded to Red Wing to furnish safety shoes and work boots for qualified employees at a 15% discount. Red Wing has several convenient locations throughout DuPage County; is familiar with DuPage County’s voucher system; wide range of brands offered and better discount rate.

---

**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.

- DOT Admin 1500 3500 52200 $2,500.00
- DOT Highway Maintenance 1500 3510 52200 $14,000.00
- DOT Fleet 1500 3520 52200 $2,500.00
- DOT Grounds 1500 1101 52200 $2,000.00
- Facilities Management 1000 1100 52200 $10,000.00
- Public Works 2000 2665 52200 $15,000.00
- Stormwater 1600 3000 52200 $4,500.00
- Care Center 1200 2035 52200 $2,500.00

---

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER

Packet Pg. 75
This agreement, made and entered into by the County of DuPage, Department of Finance, Procurement Services Division, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "County" and Multi Service Technology Solutions, Inc. dba Red Wing Brands of America, located at 314 Main Street, Red Wing, MN 55066, hereinafter called the "Contractor", witnesses;

The County and the Contractor have previously entered into a Contract, pursuant to Bid #17-177-JM which became effective December 1, 2017 and which expires November 30, 2018. The contract is subject to an FIRST 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 Parent Committee approval.

RED WING BRANDS OF AMERICA, INC.

SIGNATURE

PRINTED NAME

PRINTED TITLE

9-12-2018

COUNTY OF DU PAGE, ILLINOIS

Joan McAvoy
DuPage County Buyer

DATE 9/13/18
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 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>
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2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

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

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brian Duerinck</td>
<td>815-355-4242</td>
<td><a href="mailto:brian.duerinck@redwingshoes.com">brian.duerinck@redwingshoes.com</a></td>
</tr>
</tbody>
</table>

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

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

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

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

Signature: [Redacted]

Printed Name: Brian Duerinck

Title: Industrial Sales Manager

Date: 9-13-2018

Attach additional sheets if necessary. Sign each sheet and number each page. PAGE 1 OF 1 (total number of pages)
AWARDING RESOLUTION
ISSUED TO MEDLINE INDUSTRIES, INCORPORATED
FOR THE PURCHASE OF VARIOUS LINENS
FOR THE DUPAGE CARE CENTER
(CONTRACT TOTAL AMOUNT: $44,817.20)

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

WHEREAS, the Health and Human Service Committee recommends County Board approval for the issuance of a contract purchase order for the purchase of various linens, for the period December 1, 2018 through November 30, 2019, for the Care Center.

NOW, THEREFORE BE IT RESOLVED, that County Contract covering said for the purchase of various linens, for the period December 1, 2018 through November 30, 2019, for the Care Center, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Medline Industries, Incorporated, Three Lakes Drive, Northfield, Illinois 60093, for a total contract amount not to exceed of $44,817.20, per low bid #18193-CARE.

Enacted and approved this 13th day of November, 2018 at Wheaton, Illinois.

____________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK

RESULT: APPROVED [UNANIMOUS]
MOVER: Sam Tornatore, Vice Chair
SECONDER: Dino C. Gavanes, District 1
AYES: Amy L Grant, Greg Hart, Sam Tornatore, Dino C. Gavanes
ABSENT: Elizabeth Chaplin, Tonia Khouri, Robert L Larsen
### PROCUREMENT REVIEW CHECKLIST

**REQUISITION**

This form must accompany all County Purchase Requisitions.

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<th>NEW PURCHASE ORDER REQUEST</th>
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<tr>
<td>October 24, 2018</td>
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**SOLICITATION METHOD FOR SOURCE SELECTION**

- Karen Graczyk: Completed 10/24/2018 3:16 PM
- Janelle Chadwick: Completed 10/24/2018 3:41 PM
- Kathy Ostrowski: Completed 10/25/2018 4:54 PM
- James McGuire: Completed 10/29/2018 3:05 PM
- Paul Rafac: Completed 10/30/2018 8:56 AM
- Kathy Ostrowski: Completed 11/02/2018 11:02 AM
- Health & Human Services: Completed 11/06/2018 10:15 AM
- Finance Committee: Completed 11/13/2018 8:00 AM
- County Board: Completed 11/13/2018 10:00 AM
**Purchase Requisition**  
**Procurement Services Division**

### Send Purchase Order To:

| Vendor: Medline Industries, Inc. | Vendor #: | Dept: DuPage Care Center | Division: Environmental Concerns |
| Attn: Lucas McGovern | Email: govbids@medline.com | Attn: Nancy Palima | Email: nancy.palima@dupageco.org |
| Address: Three Lakes Drive | City: Northfield | State: IL | Zip: 60093 |
| Phone: 866-212-2822 | Fax: 847-949-2497 |

### Send Invoices To:

| Vendor: Medline Industries, Inc. | Vendor #: | Dept: DuPage Care Center | Division: Environmental Concerns |
| Attn: | Email: | Attn: | Email: |
| Address: Dept CH 14400 | City: Palatine | State: IL | Zip: 60055-4400 |
| Phone: 1-800-633-5463 | Fax: 800-351-1512 |

### Send Payments To:

| Vendor: Medline Industries, Inc. | Vendor #: | Dept: DuPage Care Center | Division: Environmental Concerns |
| Attn: | Email: | Attn: | Email: |
| Address: | City: Palatine | State: IL | Zip: 60055-4400 |
| Phone: | Fax: |

### Send Invoices To:

| Vendor: Medline Industries, Inc. | Vendor #: | Dept: DuPage Care Center | Division: Environmental Concerns |
| Attn: | Email: | Attn: | Email: |
| Address: | City: | State: IL | Zip: |
| Phone: | Fax: |

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<td>Contract Administrator</td>
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<tr>
<td>PO 20 Delivery Date</td>
<td>Requisitioner</td>
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<tr>
<td>Destination</td>
<td>Christine Kliebhan</td>
</tr>
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### Special Instructions/Comments to Buyer or Approver:

- this bid was split between 2 vendors - these 7 out of 13 items bid were the lowest for Medline Industries, Inc.

### User Department Internal Notes:

- HHS Committee  November 6, 2018

### LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acctg Unit | Acct # | Sub-Accts and/or Activity # | Unit Price | Extension |
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**Requisition Total $44,817**

### Header Comments:

Furnish and deliver various linens for the DuPage Care Center for the period December 1, 2018 through November 30, 2019, per low bid #18-193-CARE

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

- this bid was split between 2 vendors - these 7 out of 13 items bid were the lowest for Medline Industries, Inc.

### User Department Internal Notes:

- HHS Committee  November 6, 2018
Required Vendor Ethics Disclosure Statement

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

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Medline Industries, Inc.</th>
<th>Company Contact</th>
<th>Michael Orayan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone</td>
<td>806-212-2822</td>
<td>Contact Email</td>
<td><a href="mailto:mordo@medline.com">mordo@medline.com</a></td>
</tr>
</tbody>
</table>

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

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

☑ NONE (check here) - if no contributions have been made

<table>
<thead>
<tr>
<th>Add/Line</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 officials or employees in relation to the contract or bid and shall update such disclosure any changes that may occur.

☑ NONE (check here) - if no contacts have been made

<table>
<thead>
<tr>
<th>Add/Line</th>
<th>Lobbyists, Agents and Representatives and all individuals who are or will have contact with county officials or employees in relation to the contract or bid</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 contract award, whichever is sooner.
- 30 days prior to the expiration or 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/County/Procurement/Policies/

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

Authorized Signature

Printed Name: Michael Orayan
Title: President
Date: 3-3-2018

SIGNATURE ON FILE

Attach additional sheets if necessary. Sign each sheet and number each page. Page 10 of 22 (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>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: DuPage Care Center</td>
<td>Contact: Vinit Patel</td>
<td>Phone: 630-784-4273</td>
<td>Assigned</td>
<td>Health and Human Services</td>
</tr>
</tbody>
</table>

**Description of Procurement/Scope of Work/Background:** Furnish and deliver various linens for the DuPage Care Center, for the period December 1, 2018 through November 30, 2019, per low bid #18-193-CARE.

**Reason for Procurement:** Replacement linens for the DuPage Care Center  
this bid is being split between 2 vendors - these 7 items were the lowest and have been supplied samples and they have been tested.

**FUNDING SOURCE**

- [ ] Procurement budgeted for (FY and budget code(s)): 1200-2030-52230
- [ ] Budget Transfer (Date) [ ] Add'l Information

**DECISION MEMO NOT REQUIRED**

- ☑ LOWEST RESPONSIBLE QUOTE # or BID # 18-193-CARE (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)**

<table>
<thead>
<tr>
<th>cdk</th>
<th>Oct 22, 2018</th>
<th>Recommended for Approval</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepared By</td>
<td>Date</td>
<td>IT Approval, if required</td>
<td>Date</td>
</tr>
</tbody>
</table>

**Reviewed by (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>10-26-18</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Procurement Officer</td>
<td>10-29-18</td>
<td>Date</td>
</tr>
<tr>
<td>Chief Financial Officer (Decision Memos Over $25,000)</td>
<td>10-30-18</td>
<td>Date</td>
</tr>
<tr>
<td>Chairman's Office (Decision Memos Over $25,000)</td>
<td>Date</td>
<td>Date</td>
</tr>
</tbody>
</table>

---

**Attachment:** Medline Industries - Checklist (HHS-P-0308-18 : Medline Industries, Inc.)
### 18-193: CARE FURNISH & DELIVER VARIOUS LINENS

**BID TABULATION**

<table>
<thead>
<tr>
<th>QTY</th>
<th>DESCRIPTION</th>
<th>TABB</th>
<th>HP</th>
<th>BOB BARKER</th>
<th>MEDLINE</th>
<th>DIRECT SUPPLY</th>
<th>STANDARD TEXTILE</th>
</tr>
</thead>
<tbody>
<tr>
<td>-----</td>
<td>-------------</td>
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<td>----</td>
<td>------------</td>
<td>---------</td>
<td>---------------</td>
<td>------------------</td>
</tr>
<tr>
<td>480</td>
<td>Flat Sheet – Standard Value Percale, 66x108, 55% cotton/45% polyester, Bleached,</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2,160</td>
<td>Pillowcase – Standard Value Percale, 42x34, 55% cotton/45% polyester, Bleached,</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>480</td>
<td>Knitted Fitted Sheet, Jersey, 16oz, seven with dark blue thread, 36 x 82 x 13, 55% cotton/45% polyester, Bleached,</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>280</td>
<td>Hamper Bags – 40&quot;x40&quot;x25&quot;, yellow &amp; misty, liquid resistant, Ropeless, hooded (elastic in top), seamless bottom, 100% polyester,</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17,000</td>
<td>Bath Towel – PerVal, white, Centum Core, 12/1 RS pile yarn, 5.0/4 dz., 21 x 42, 90% cotton, 10% polyester, Bleached, Pre-Launched,</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>48,000</td>
<td>Washcloth – 10&quot;x10&quot; OE pile yarn, 12x12, 100% cotton, Bleached, 70/dozen lb.,</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>420</td>
<td>Close View Thermal Blanket, Import, Cellular weave, Selvage sides, Hemmed Ends, 72x108, white, 100% cotton, Bleached,</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1,800</td>
<td>Patient Gown – Lap over, Tap Tie Neck &amp; Waist, Scoop Neck, Century Cloth, Large 55% Cotton/45% Polyester, Standard Classic Blue,</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2,350</td>
<td>Underpad – Birdseye, 8oz, soaker, Carnation vinyl barrier, 32x30, 100% cotton face, 80% polyester/20% Rayon Soaker, White Face Fabric, Side Handles,</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>250</td>
<td>White Bath Blanket, Selvage Sides, Hemmed Ends, 1.40oz each, 70x90, bleached, 100% cotton,</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>216</td>
<td>Pillow – Nysol, Nylon Ticking, 18oz, Polyester-fill, Exposed Seam Stitching, Seam Vented, 20x27, Nylon Ticking/Polyester-fill, Cream,</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>432</td>
<td>Hamper Bags – 30&quot;x40&quot;x18&quot;, yellow &amp; misty, liquid resistant, Ropeless, hooded (elastic in top), seamless bottom, 100% polyester,</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>480</td>
<td>Bleached Mattress Pads – Pride, flat style, Fill bound 14 oz./sq. yard, 36x76, 50%/50%, unbleached,</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### ITEM TOTALS

**TABB** $13,866.74  
**HP** $44,817.20

**NOTES**

Towels selected from Medline as they have been found to hold up better in the wash then Bob Barker & HP towels.

**BY SELECTING LOW-PRICED ITEMS FROM TWO VENDORS, COST SAVINGS OF $12,141.12 IS REALIZED.**

---

**Solicitations Sent** 48  
**Documents Requested** 13  
**Responses Received** 6  
**Bid Opening** GV/CH 09/21/18 @ 1:00 P.M.
Other Action Item

17-18-1045

HHS-P-0394A-17

AMENDMENT TO RESOLUTION HHS-P-0394-17
(PURCHASE ORDER 2788-0001 SERV)
ISSUED TO SYMBRIA REHAB, INCORPORATED
FOR PHYSICAL, OCCUPATIONAL, SPEECH AND
RESPIRATORY THERAPY AND CONSULTING SERVICE
FOR THE DUPAGE CARE CENTER
(INCREASE CONTRACT: $63,341.00)

WHEREAS, Resolution HHS-P-0394-17 was approved and adopted by the County Board on October 10, 2017; and

WHEREAS, the Health and Human Services Committee recommends changes as stated in the Change Order Notice to increase contract purchase order 2788-0001 SERV, issued to Symbria Rehab, Incorporated, for physical, occupational, speech and respiratory therapy and consulting services, for the DuPage Care Center, in the amount of $63,341.00.

NOW, THEREFORE BE IT RESOLVED, that County Board adopts Change Order Notice, dated October 18, 2018, to contract purchase order 2788-0001 SERV, issued to Symbria Rehab, Incorporated, for physical, occupational, speech and respiratory therapy and consulting services, for the period November 1, 2017 through October 31, 2018, for the DuPage Care Center, to increase contract in the amount of $63,341.00, resulting in an amended contract total amount of $1,263,341.00.

Enacted and approved this 13th day of November, 2018 at Wheaton, Illinois.

______________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: ________________________________
PAUL HINDS, COUNTY CLERK

RESULT: APPROVED [UNANIMOUS]
MOVER: Dino C. Gavanes, District 1
SECONDER: Sam Tornatore, Vice Chair
AYES: Amy L Grant, Greg Hart, Sam Tornatore, Dino C. Gavanes
ABSENT: Elizabeth Chaplin, Tonia Khouri, Robert L Larsen
### Request for Change Order

**Procurement Services Division**

Attach copies of all prior Change Orders

**Date:** Oct 18, 2018

**MinuteTraq (IQM2) ID #:** T3117

### Background and/or Reason for Change Order Request:

- Contract purchase order for Physical, Occupational, speech and respiratory Therapy and Consulting services for the DuPage Care Center for the period November 1, 2017 through October 31, 2018, per #PL7-119-GV.
- Increase contract in the amount of $63,341.00 to cover final services provided by Symbria Rehab, Inc. for therapy and consulting services.

### IN ACCORDANCE WITH 720 ILCS 5/33E-9

- (A) Were not reasonably foreseeable at the time the contract was signed.
- (B) The change is germane to the original contract as signed.
- (C) Is in the best interest for the County of DuPage and authorized by law.

### INCREASE/DECREASE

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Starting contract value</td>
</tr>
<tr>
<td>B</td>
<td>Net $ change for previous Change Orders</td>
</tr>
<tr>
<td>C</td>
<td>Current contract amount (A + B)</td>
</tr>
<tr>
<td>D</td>
<td>Amount of this Change Order</td>
</tr>
<tr>
<td>E</td>
<td>New contract amount (C + D)</td>
</tr>
<tr>
<td>F</td>
<td>Percent of current contract value this Change Order represents (D / C)</td>
</tr>
<tr>
<td>G</td>
<td>Cumulative percent of all Change Orders (B+D/A) (60% maximum on construction contracts)</td>
</tr>
</tbody>
</table>

### DECISION MEMO NOT REQUIRED

- Cancel entire order
- Change budget code from:
- Increase/Decrease quantity from:
- Price shows: should be:
- Decrease remaining encumbrance and close contract
- Increase encumbrance and close contract
- Decrease encumbrance
- Increase encumbrance

### DECISION MEMO REQUIRED

- Increase (greater than 29 days) contract expiration from: to:
- Increase ≥ $2,500.00, or ≥ 10%, of current contract amount funding Source 1200-2060-53090
- OTHER - explain below:

### Prepared By (Initials) Phone Ext Date

4208 10/24/18

### Recommended for Approval (Initials) Phone Ext Date

J. C. 4208 Oct 18, 2018

### Reviewed By (Initials Only)

**Buyer**

Oct 26, 2018

**Chief Financial Officer**

(Decision Memos Over $25,000)

Oct 30, 2018

**Procurement Officer**

Chairman’s Office

(Decision Memos Over $25,000)

Oct 31, 2018
Decision Memo
Procurement Services Division

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

Date: Oct 18, 2018
MinuteTraq (IQM2) ID #: 13777
Department Requisition #: 2788-0001serv

Requesting Department: DuPage Care Center
Department Contact: Karen Cerny
Contact Email: karen.cerny@dupageco.org
Contact Phone: 630-784-4402
Vendor Name: Symbria Rehab Incorporated
Vendor #: 12242

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

Increase the contract in the amount of $63,341.00 to cover anticipated expenses to be incurred through the end of the contract period. This amount should cover the final invoice of contract.

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

this contract is for Therapy and Consulting Services: Physical, Occupational Therapy and Speech Therapy for the residents at the DuPage Care Center for the period November 1, 2017 through October 31, 2018.

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.

Quality of Life

The original contract was calculated based on historical average monthly spending of $100,000.00 per month. Year-to-date, the Care Center has experienced actual monthly spending under this contract of $105,000.00.

Upon analysis, it has been determined that the increase in monthly spending can be attributed to an overall increase in Medicare Part A and Part B billable services being provided to resident and the addition of respiratory therapy services provided to residents at the Care Center. This leads to increased billing to Medicare thereby resulting in increased reimbursement to the DPCC.
* In 2017 the DuPage Care Center realized a total of 8156 Medicare Part A/Insurance rehab days; however, we are trending in 2018 towards a total of 9079 Medicare Part A/Insurance rehab days.
* 18,541 units of Medicare Part B services were realized in 2017; however, we are trending towards 19,998 units in 2018
* Respiratory therapy charges for services provided to residents averages $265 per month.
* Respiratory therapy services improve patient outcomes and decrease re-hospitalizations.
* Respiratory therapy services are also a new CMS requirement.

The DPCC is billed by Symbria Rehab, Inc. for services provided each month. The increase in the amount of services provided accounts for the increased costs. The DPCC in turn bills Medicare Part a/B and private insurances for these services and receives increased reimbursement.

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

P17-119GV

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

DuPage Care Center recommends the increase of this contract in the amount of $63,411.00, to cover anticipated expenses to be incurred through the end of the contract period.
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.

1200-2060-53090  $63,341.00
will need to prepare a budget transfer to 1200-2060-53090
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

8.A.5.c

Packet Pg. 88

Attachment: Symbria - Vendor Ethics (17-18-1045 : Symbria Rehab, Inc.)
WHEREAS, Resolution HHS-P-0431-17 was approved and adopted by the County Board on November 14, 2017; and

WHEREAS, the Health and Human Services Committee recommends changes as stated in the Change Order Notice to increase contract purchase order 2910-0001 SERV, issued to AirGas USA, LLC, to furnish and deliver liquid portable oxygen, for the DuPage Care Center, in the amount of $3,500.00.

NOW, THEREFORE BE IT RESOLVED, that County Board adopts Change Order Notice, dated October 25, 2018, to contract purchase order 2910-0001 SERV, issued to AirGas USA, LLC, to furnish and deliver liquid portable oxygen, for the DuPage Care Center, to increase contract in the amount of $3,500.00, resulting in an amended contract total amount of $35,500.00.

Enacted and approved this 13th day of November, 2018 at Wheaton, Illinois.

________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK

RESULT: APPROVED [UNANIMOUS]
MOVER: Dino C. Gavanes, District 1
SECONDER: Sam Tornatore, Vice Chair
AYES: Amy L Grant, Greg Hart, Sam Tornatore, Dino C. Gavanes
ABSENT: Elizabeth Chaplin, Tonia Khouri, Robert L Larsen
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 2910-0001</th>
<th>Original Purchase Order Date: Dec 1, 2017</th>
<th>Change Order #: 1</th>
<th>Department: DuPage Care Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: AirGas USA LLC</td>
<td>Vendor #: 10674-P2</td>
<td>Dept Contact: Vinit Patel</td>
<td></td>
</tr>
</tbody>
</table>

Background and/or Reason for Change Order Request:
Contract purchase order to furnish and deliver liquid portable oxygen for the residents of the DPCC for the period 1/2017 through 11/30/18, per bid 14-167-GV.
The Department has analyzed the contract and it has been determined that this contract needs to be increased in the amount of $3,500.00 to cover services through 11/30/18.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

☑ (A) Were not reasonably foreseeable at the time the contract was signed.
☐ (B) The change is germane to the original contract as signed.
☐ (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE

<table>
<thead>
<tr>
<th>A</th>
<th>Starting contract value</th>
<th>$32,000.00</th>
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<tbody>
<tr>
<td>B</td>
<td>Net $ change for previous Change Orders</td>
<td>$32,000.00</td>
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<tr>
<td>C</td>
<td>Current contract amount (A + B)</td>
<td>$32,000.00</td>
</tr>
<tr>
<td>D</td>
<td>Amount of this Change Order</td>
<td>Increase $3,500.00</td>
</tr>
<tr>
<td>E</td>
<td>New contract amount (C + D)</td>
<td>$35,500.00</td>
</tr>
<tr>
<td>F</td>
<td>Percent of current contract value this Change Order represents (D/C)</td>
<td>10.94%</td>
</tr>
<tr>
<td>G</td>
<td>Cumulative percent of all Change Orders (B+D/A)</td>
<td>10.94%</td>
</tr>
</tbody>
</table>

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

☐ Increase (greater than 29 days) contract expiration from: to: ☐ Increase ≥ $2,500.00, or ≥ 10%, of current contract amount   ☐ Funding Source
☐ OTHER - explain below:

cdk 4208 Oct 25, 2018 cjk 4208 Date for Approval (Initials) Date

REVIEWS BY (Initials Only)

Buyer 10-30-18 Procurement Officer 10-30-18
Chief Financial Officer (Decision Memos Over $25,000) 10-30-18 Chairman's Office (Decision Memos Over $25,000) 10-31-18

Form optimized for Acrobat and Adobe Reader version 9 or later
**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: DuPage Care Center</th>
<th>Department Contact: Vinit Patel</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:vinit.patel@dupageco.org">vinit.patel@dupageco.org</a></td>
<td>Contact Phone: 630-784-4273</td>
</tr>
<tr>
<td>Vendor Name: AirGas USA LLC</td>
<td>Vendor #: 10674-P2</td>
</tr>
</tbody>
</table>

**Date:** Oct 25, 2018

**MinuteTraq (IQM2) ID #:** 13791

**Department Requisition #:** 2910-0001serv

---

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

Increase contract Purchase Order in the amount of $3,500.00

---

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

The Department had analyzed this contract and due to higher use of residents requiring liquid portable oxygen, it was determined that the contract needed to be increased to cover purchases through the end of the contract period.

---

**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.

Quality of Life

With liquid portable oxygen, it allows the resident to continue to be independent, participate in daily activities and programs that are scheduled at the DPCC, which is an overall better quality of life.

---

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

14-167-GV

---

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

1) Increase contract Purchase Order in the amount of $3,500.00
2) Do not increase contract, however, the DPCC will still need to provide liquid portable oxygen to the residents as it is the proper standard care for the residents.

---

**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.

1200-1075-52320 - 3,500.00

preparing a budget transfer to cover services provided
RESULT: APPROVED BY CONSENSE VOTE [UNANIMOUS]
MOVER: Dino C. Gavanes, District 1
SECONDER: Amy L. Grant, District 4
AYES: Amy L. Grant, Greg Hart, Sam Tornatore, Dino C. Gavanes
ABSENT: Elizabeth Chaplin, Tonia Khouri, Robert L Larsen
**PROCUREMENT REVIEW CHECKLIST**

**REQUISITION**

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>NEW PURCHASE ORDER REQUEST</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DATE SUBMITTED</strong></td>
<td>October 24, 2018</td>
</tr>
<tr>
<td><strong>CONTRACT TERM</strong></td>
<td>NOVEMBER 15, 2018 - NOVEMBER 14, 2019</td>
</tr>
<tr>
<td><strong>CONTRACT TOTAL AMOUNT</strong></td>
<td>$13,460.00</td>
</tr>
<tr>
<td><strong>REQUESTING DEPT.</strong></td>
<td>DUPAGE CARE CENTER</td>
</tr>
</tbody>
</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

- Karen Graczyk, Completed 10/24/2018 2:18 PM
- Janelle Chadwick, Completed 10/24/2018 3:11 PM
- Kathy Ostrowski, Completed 10/25/2018 4:25 PM
- James McGuire, Completed 10/26/2018 4:09 PM
- Paul Rafac, Completed 10/30/2018 8:55 AM
- Kathy Ostrowski, Completed 11/02/2018 11:20 AM
- Health & Human Services, Completed 11/06/2018 10:15 AM
### 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: Office Depot</th>
<th>Vendor #: 11109</th>
<th>Contract Term: 11/15/18 - 11/14/19</th>
<th>Contract Total: $13,460</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: DuPage Care Center</td>
<td>Contact: Christine Kliebhan</td>
<td>Phone: 630-784-4208</td>
<td>Assigned Health and Human Committee: Services</td>
</tr>
</tbody>
</table>

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

Office supplies for the DuPage Care Center for the period November 15, 2018 through November 14, 2019, per renewal under low bid #17-212-DT. (first option to renew)

**Reason for Procurement**

Purchase of office supplies necessary to support the daily operations of the DuPage Care Center

### FUNDING SOURCE

- Procurement budgeted for (FY and budget code(s)): various departments, please see requisition for breakdown
- 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 # 17-212-DT ______________ Intergovernmental Agreement
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (attach Sole Source Justification form)
- PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 ☐ Public Utility
- PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

#### DECISION MEMO REQUIRED

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

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

<table>
<thead>
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### REVIEWED BY (Initials Only)

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<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
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<tr>
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<thead>
<tr>
<th>Chief Financial Officer</th>
<th>Date</th>
<th>Chairman's Office</th>
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<tbody>
<tr>
<td>(Decision Memos Over $25,000)</td>
<td>10-30-18</td>
<td>(Decision Memos Over $25,000)</td>
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</tr>
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</table>
# Purchase Requisition

## Procurement Services Division

### Date: Oct 23, 2018

**MinuteTraq (IQM2) ID #:** 13768  
**Department Req #:** 7  
**RFP, Bid or Quote #:** 17-212-DT  
**Send Purchase Order To:** Vendor: Office Depot  
Vendor #: 11109  
Attn: Kristen Kee  
Email: kristen.kee@dupageco.org  
Address: 515 Kehoe Boulevard  
City: Carol Stream  
State: IL  
Zip: 60188  
Phone: 708-476-6353  
Fax:  
**Send Invoices To:** Dept: DuPage Care Center  
Division: Administration  
Attn: Kristen Kee  
Email: kristen.kee@dupageco.org  
Address: 515 Kehoe Boulevard  
City: Carol Stream  
State: IL  
Zip: 60188  
Phone: 708-476-6353  
Fax:  
**Send Payments To:** Dept: DuPage Care Center  
Division: Administration  
Attn: Kristen Kee  
Email: kristen.kee@dupageco.org  
Address: 515 Kehoe Boulevard  
City: Carol Stream  
State: IL  
Zip: 60188  
Phone: 708-476-6353  
Fax:  
**Ship To:** Dept: DuPage Care Center  
Division: Administration  
Attn: Kristen Kee  
Email: kristen.kee@dupageco.org  
Address: 515 Kehoe Boulevard  
City: Carol Stream  
State: IL  
Zip: 60188  
Phone: 708-476-6353  
Fax:  
**Payment Terms**  
F.O.B. PO 20 Delivery Date Requisitioner  
PER 50 ILCS 505/1 Destination Contract Administrator  
Use for PO25 only

## Item Details

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<th>Item Detail (Product #)</th>
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<th>Acct #</th>
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<td></td>
<td>1,100.00</td>
<td>1,100.00</td>
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</table>

**Requisition Total:** $13,460.00

### Header Comments

Purchase of office supplies for the DuPage Care Center for the period November 15, 2018 through November 14, 2019, per renewal under low bid #17-212-DT, first optional one year

### 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.

11/06/18  HH5
Required Vendor Ethics Disclosure Statement
Failure to complete and return this form may result in delay or cancellation of the
County's Contractual Obligation.

<table>
<thead>
<tr>
<th>Company Name: Office Depot, Inc.</th>
<th>Company Contact: Kristin Kee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone: 561-438-4800</td>
<td>Contact Email: <a href="mailto:kristin.kee@officedepot.com">kristin.kee@officedepot.com</a></td>
</tr>
</tbody>
</table>

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

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

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

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

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: Jim Pollman

SIGNATURE ON FILE

Printed Name: Jim Pollman
Title: Vice President
Date: 10/12/18

Attach additional sheets if necessary. Sign each sheet and number each page. Page _______ of _______ (total number of pages)
This agreement, made and entered into by the County of DuPage, Department of Finance, Procurement Services Division, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "County" and Office Depot, Inc., 6600 North Military Trail, Boca Raton, FL 33496, hereinafter called the "Contractor", witnesseth;

The County and the Contractor have previously entered into a Contract, pursuant to Bid #17-212-DT which became effective November 15, 2017 and which expired November 14, 2018. The contract is subject to an option to renew for a FIRST 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 November 15, 2018 and expires November 14, 2019, contingent upon Parent Committee and County Board approval.

OFFICE DEPOT INC.

Signature on File

Jim Pollman
PRINTED NAME

Vice President
PRINTED TITLE

COUNTY OF DU PAGE, ILLINOIS

Signature on File

Debby Thompson, CPPB
DuPage County Buyer

Date: 12-18
RESULT:  APPROVED BY CONSENT VOTE [UNANIMOUS]
MOVER:  Dino C. Gavanes, District 1
SECONDER:  Amy L Grant, District 4
AYES:  Amy L Grant, Greg Hart, Sam Tornatore, Dino C. Gavanes
ABSENT:  Elizabeth Chaplin, Tonia Khouri, Robert L Larsen
PROCUREMENT REVIEW CHECKLIST

This form must accompany all County Purchase Requisitions.

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<th>PROCUREMENT REVIEW</th>
<th>CHECKLIST</th>
<th>REQUISITION</th>
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<tr>
<td>DATE SUBMITTED</td>
<td>October 24, 2018</td>
<td></td>
</tr>
<tr>
<td>CONTRACT TERM</td>
<td>OCTOBER 6, 2018 - OCTOBER 5, 2019</td>
<td></td>
</tr>
<tr>
<td>CONTRACT TOTAL AMOUNT</td>
<td>$7,500.00</td>
<td></td>
</tr>
<tr>
<td>REQUESTING DEPT.</td>
<td>DUPAGE CARE CENTER</td>
<td></td>
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</table>

**NEW PURCHASE ORDER REQUEST**

<table>
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<tr>
<th>SOLICITATION METHOD FOR SOURCE SELECTION</th>
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<tbody>
<tr>
<td>Completed 10/24/2018 11:13 AM</td>
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<td>Completed 10/24/2018 11:18 AM</td>
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<tr>
<td>Completed 10/25/2018 5:09 PM</td>
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<tr>
<td>Completed 10/30/2018 8:54 AM</td>
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<tr>
<td>Completed 11/02/2018 3:35 PM</td>
</tr>
<tr>
<td>Completed 11/06/2018 10:15 AM</td>
</tr>
</tbody>
</table>
Decision Memo

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

Date: Oct 17, 2018

MinuteTraq (IQM2) ID #: 13766
Department Requisition #: 7088

Requesting Department: DuPage Care Center
Department Contact: Shauna Berman
Contact Email: shauna.berman@dupageco.org
Contact Phone: 630-784-4261
Vendor Name: Elite Medical Transportation, LLC
Vendor #: 

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

Approve contract for medical transportation and dispatch services in the amount of $7,500.00 for the DuPage Care Center.

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

DuPage Care Center currently has two (2) vans that assist residents with transportation for medical care needs for many residents. Some of the services are transporting residents to a doctor appointment, dialysis or even small procedures.

Strategic Impact

Quality of Life

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

the Care Center has a higher volume of critical level residents/patients that require ambulance service that our vans cannot provide.

DuPage Care Center prepared an Emergency Preparedness plan for Ambulance and transportation services to be in compliance with CMS regulations.

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

other professional services

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

1) DuPage Care Center recommends the approval of a contract for medical transportation and dispatch services in the amount of $7,500.00 for the DuPage Care Center.
2) Do not approve this contract for medical transportation and dispatch services which will impact the DuPage Care Center’s transportation services and the well being of residents medical needs.

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

FY18 1200-2000-53090 $7,500.00
**Procurement Review Checklist**

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions

**Vendor**:
Elite Ambulance Service

**Vendor #**:

**Contract**:
October 6, 2018 -

**Term**:
October 5, 2019

**Contract Total**:
$7,500.00

**Dept**:
DuPage Care Center

**Contact**:
Shauna Berman

**Phone**:
630-784-4261

**Assigned Committee**:
Health and Human Services

**Description of Procurement/Scope of Work/Background**:
Medical transportation and dispatch services to skilled nursing facility 24 hours per day, 7 days per week, including holidays for the period October 16, 2018 through October 15, 2019.

**Reason for Procurement**:
To assist the DuPage Care Center with medical transportation needs

**FUNDING SOURCE**

- Procurement budgeted for (FY and budget code(s)):
  1200-2000-53090
- Budget Transfer (Date)
  Add'l Information

**DECISION MEMO NOT REQUIRED**

- LOWEST RESPONSIBLE QUOTE # or BID #
- 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)**

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ELITE AMBULANCE

Service Agreement

Elite Ambulance Service
&
DuPage Care Center
SERVICE AGREEMENT

ELITE AMBULANCE TRANSPORTATION
& DU PAGE CARE CENTER

AGREEMENT, made this 16th day of October, 2018, between Elite Ambulance Transportation, an Illinois corporation, (hereinafter AMBULANCE) and DuPage Care Center, (hereinafter SNF).

WHEREAS, the Balanced Budget Act of 1997 requires that certain Medicare services, including ambulance transportation, provided to residents of SNF are the responsibility of SNF and may be billed to Medicare only by SNF.

WHEREAS, SNF wishes to provide medical transportation for its Medicare patients to and from the SNF.

WHEREAS, AMBULANCE desires to make available certain medical transportation services to SNF.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Elite Transportation - AMBULANCE shall make AMBULANCE services available to SNF twenty four (24) hours per day, seven (7) days per week, including holidays.

2. Dispatch - Dispatch service shall be available twenty four (24) hours per day, seven (7) per week, including holidays. Medical Transportation vehicles will be available to SNF according to our State approved system plan. Emergency calls will be responded to within thirty (30) minutes. Non-Emergency calls will be responded to within forty five minutes (45).

AMBULANCE shall be excused from the time limits above if the delay is due to circumstances beyond its control; such as a major disaster, traffic (road construction), labor dispute, weather, etc.

3. Staffing - All Basic Life Support (BLS) and Advanced Life Support (ALS) ambulances will be staffed at the minimum of all local, state, and federal requirements. BLS ambulances shall be staffed by two EMT-Bs. ALS ambulances shall be staffed by at
least one paramedic and one EMT-B.

4. **Vehicles** - All medical transportation vehicles will be equipped to meet all local, state, and federal requirements.

5. **Reports** - AMBULANCE will provide statistical data identifying medical transportation services to and from SNF as reasonably requested.

6. **Billing** - AMBULANCE shall bill and SNF shall pay the rates listed on Schedule A for all services for which the SNF is legally responsible to pay. AMBULANCE shall bill Medicare B for any ambulance services that are not the responsibility of SNF. All wheelchair van services will be billed to the patient or their responsible insurance (e.g. Medicaid) unless otherwise agreed at the time of the call to be the responsibility of SNF.

7. **Payment** - SNF shall pay AMBULANCE within sixty (60) days of receiving a bill for which the SNF is legally responsible.

8. **Medical Necessity** - For services that are requested by SNF and are within the SNF plan of care, it shall be the responsibility of the SNF to provide to Medicare any medical necessity documentation required to process the Medicare claim. For transportation services not related to the plan of care, it shall be the responsibility of AMBULANCE to provide to Medicare any medical necessity documentation required to process the Medicare claim. SNF agrees to provide AMBULANCE any information within its control that may be necessary to document medical necessity for the ambulance.

9. **Medicare Overpayments** - AMBULANCE shall not be responsible to indemnify SNF for any services Medicare determines to be not medically necessary and which Medicare paid to the SNF.

10. **Certificates of Medical Necessity** - SNF shall be responsible for obtaining physician certificates of medical necessity, which are required by Medicare for all ambulance transportation of its residents, regardless of which party is responsible for billing.

11. **Documentation**

   A. **BY AMBULANCE** - AMBULANCE will maintain a trip report, prepared by the crew, for all transports of SNF patients whether the origin or destination is the SNF. AMBULANCE will provide SNF with a copy of such trip reports, upon request.
B. **BY SNF** - SNF will inform AMBULANCE at the time ambulance services are ordered, whether the trip is for services within the resident's plan of care. That information will be confirmed in writing by SNF within 24 hours of any trip, along with information indicating the purpose of the trip (i.e. what services the patient will receive at the hospital or other facility) and the medical reason an ambulance is needed. In the event of any dispute regarding responsibility for billing, SNF will provide AMBULANCE with a copy of the Resident Assessment Instrument, maintained by SNF for each SNF patient or other documentation that will allow AMBULANCE to determine billing responsibility.

12. **Independent Contractor** - AMBULANCE is at all times an independent contractor and not an agent or employee of SNF. No act of commission or omission by either party shall make the other a principal, agent or employee of the other.

13. **Insurance** - AMBULANCE shall maintain at its expense, policies of comprehensive public liability, medical/professional liability, and motor vehicle insurance against all claims for damage or loss of property, and for bodily injury including death, resulting from AMBULANCE'S or its employees negligence, with minimum limits of $1,000,000 per incident and $5,000,000 aggregate. AMBULANCE agrees to maintain insurance coverage with carriers in limits mandated by law for workers compensation, occupational disease and employer liability.

14. **Indemnification** -
   
   (a) AMBULANCE agrees to defend, indemnify, and hold harmless SNF from and against any and all claims, actions, liability, damage, loss and expense, including reasonable attorneys fees, by reason of injury, damage of property, illness or death to any person or persons to the extent occurred by the act or omission of AMBULANCE or its employees arising out of or in any way connected with AMBULANCE'S performance under this Agreement.
   
   (b) SNF agrees to indemnify up to what the law requires.

15. **Term of Agreement** - This Agreement shall be for a term of one (1) year ending July 31st, 2019. This contract will renew automatically for one year for a maximum of ten (10) years. Either party may terminate this Agreement at any time by giving written notification by registered mail of its intention to terminate at least thirty (30) days prior to termination.
16. **Record Retention** - Each party agrees to maintain all records hereunder for a period of six (6) calendar years following the last year of service and to make such a record (operating and financial) available to the other party and to all officers, staff, or representatives of all federal, state, and local government agencies upon request thereof, and to cause all subcontractors (where the amount exceeds $10,000 in any one (1) year) to do likewise.

17. **Incident Reports** - All incidents, including accidents, unusual delays in service, or injury to a resident, SNF personnel or attendant, must be reported, in writing to the SNF as soon as possible. AMBULANCE agrees to participate in any mandated reporting processes, including, but not limited to, mandating reporting to Illinois Department of Public Health.

18. **Notices** - All notices hereunder to be effective must be in writing and delivered or sent registered mail to the following addresses listed below.

   **To AMBULANCE:** Elite Ambulance Transportation  
   9850 West 190th Street Suite B  
   Mokena, IL 60448

   **To SNF:** DuPage Care Center  
   Administration Office  
   400 N. County Farm Rd.  
   Wheaton, IL 60187

19. **Subcontractors** - AMBULANCE shall not subcontract any ambulance services except to duly licensed ambulance services with insurance coverage at least meeting the terms of this Agreement. AMBULANCE will be responsible for all billing and will be responsible for all payments to the subcontractor.

20. **Confidential Information** - Each party agrees to maintain information received in a confidential matter.
21. **Laws** - This Agreement shall be construed in accordance with the laws of the State of Illinois.

22. **Entire Agreement** - This Agreement constitutes the sole and entire agreement between the parties concerning the subject matter hereof, and may not be modified, discharged or amended except in writing signed by the duly authorized officers of each party.

DATED 9/21, 2018

DATED ___________, 2018

Signature on file

SIGNED

SIGNED
SCHEDULE A

The rates to be paid to AMBULANCE, pursuant to this Agreement are as follows:

- **ALS, emergency** $220.00
- **ALS, non-emergency** $220.00
- **BLS, emergency** $180.00
- **BLS, non-emergency** $180.00
- **Mileage (loaded)** $ 6.05
- **Medicare Private to Family** $50.00 plus $5.00 loaded miles
- **Medicare to Facility** $30.00 plus $3.00 loaded miles
**Purchase Requisition**  
**Procurement Services Division**

**Send Purchase Order To:**  
Vendor: Elite Ambulance Service  
Vendor #:  
Attn: Bill Chase  
Email: bill@eliteambulance.org  
Address: 9850 West 190th Street, suite B  
City: Mokena  
State: IL  
Zip: 60448  
Phone: 708-478-8880  
Fax: 

**Send Invoices To:**  
Vendor: Elite Ambulance Service  
Vendor #:  
Attn: Shauna Berman  
Email: shauna.berman@dupageco.org  
Address: 400 N. County Farm Road  
City: Wheaton  
State: IL  
Zip: 60187  
Phone: 630-784-4261  
Fax: 

**Send Payments To:**  
Vendor: Elite Ambulance Service  
Vendor #:  
Attn: Bill Chase  
Email: bill@eliteambulance.org  
Address: 9850 West 190th Street, suite B  
City: Mokena  
State: IL  
Zip: 60448  
Phone: 708-478-8880  
Fax: 

**Ship To:**  
Vendor: Elite Ambulance Service  
Vendor #:  
Attn: Shauna Berman  
Email: shauna.berman@dupageco.org  
Address: 400 N. County Farm Road  
City: Wheaton  
State: IL  
Zip: 60187  
Phone: 630-784-42261  
Fax: 

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
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<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>
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<td>Medical Transportation</td>
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</tr>
</tbody>
</table>

**Requisition Total**: $7,500.00

**Header Comments**:  
Ambulance services for the DuPage Care Center for the period October 16, 2018 through October 15, 2019, other Professional Services.

**Special Instructions/Comments to Buyer or Approver**:  
Transportation services to SNF will be available - 24 hours per day, 7 days per week, including holidays for transportation and dispatch. Emergency calls will be responded to within 30 minutes - non emergency calls will responded to within 45 minutes.
Requisition under 25k dollars

2018-266

<table>
<thead>
<tr>
<th>RESULT:</th>
<th>APPROVED BY CONSENT VOTE [UNANIMOUS]</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOVER:</td>
<td>Dino C. Gavanes, District 1</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>Amy L Grant, District 4</td>
</tr>
<tr>
<td>AYES:</td>
<td>Amy L Grant, Greg Hart, Sam Tornatore, Dino C. Gavanes</td>
</tr>
<tr>
<td>ABSENT:</td>
<td>Elizabeth Chaplin, Tonia Khouri, Robert L Larsen</td>
</tr>
</tbody>
</table>
**PROCUREMENT REVIEW CHECKLIST**

**REQUISITION**

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>NEW PURCHASE ORDER REQUEST</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DATE SUBMITTED</strong></td>
</tr>
<tr>
<td>October 24, 2018</td>
</tr>
</tbody>
</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

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<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date/Time</th>
</tr>
</thead>
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<tr>
<td>Karen Graczyk</td>
<td>Completed</td>
<td>10/24/2018 2:16 PM</td>
</tr>
<tr>
<td>Janelle Chadwick</td>
<td>Completed</td>
<td>10/24/2018 3:11 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>10/25/2018 4:59 PM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>10/26/2018 4:04 PM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>10/30/2018 9:00 AM</td>
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<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>11/02/2018 11:05 AM</td>
</tr>
<tr>
<td>Health &amp; Human Services</td>
<td>Completed</td>
<td>11/06/2018 10:15 AM</td>
</tr>
</tbody>
</table>
## Procurement Review Checklist

**Procurement Services Division**

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

### Vendor Information
- **Vendor**: Midwest X-Ray, Inc.
- **Vendor #**: 11574
- **Department**: DuPage Care Center
- **Contact**: Clementine Nelson
- **Phone**: 630-784-4251
- **Contract Term**: 12/01/18 - 11/30/19
- **Contract Total**: $12,000.00
- **Assigned Committee**: Health and Human Services

### Description of Procurement/Scope of Work/Background
Midwest X-Ray provides X-Ray services to DuPage Care Center residents. They come to our facility to complete services for our residents allowing them to receive services without having to leave the facility. Midwest X-Ray is able to perform services such as X-rays, EKG's and Holter monitors.

### Reason for Procurement
X-Rays are needed as a diagnostic tool to guide the physicians in the appropriate treatment for our residents. Midwest provides these services at the DPCC so that residents do not have to be transported to the hospital. This allows residents to receive prompt treatment for infection, fracture, bowel problems as well as other illnesses.

### Funding Source

### Decision Memo Not Required
- [ ] Procurement budgeted for (FY and budget code(s)): 1200-2050-53070
- [ ] Budget Transfer (Date) 
- [ ] Add'l Information

### Decision Memo Required
- [ ] Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP # 
- [ ] 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)
- **cik**: Oct 22, 2018
- **Recommended for Approval**: QC 10-24-18
- **IT Approval, if required**: Date

### Reviewed by (Initials Only)
- **Buyer**: Date
- **Procurement Officer**: 10-26-18
- **Chairman's Office**: 10-30-18

---

**FUNDING SOURCE**

- **Lowest Responsible Quote # or Bid #**
- **Renewal, Enter Bid #**
- **Public Utility**

**EXPLANATION OF REQUEST FOR PROPOSAL RFP #**

**RENEWAL OF RFP #**

**PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)**

**OTHER PROFESSIONAL SERVICES**

**REQUEST WAIVER OF COUNTY BID RULES**

**OTHER THAN LOWEST RESPONSIBLE, BID #**

---

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

**Procurement Services Division**

---

**Send Purchase Order To:**

<table>
<thead>
<tr>
<th>Vendor: Midwest X-Ray Inc.</th>
<th>Dept: DuPage Care Center</th>
<th>Division: Nursing</th>
</tr>
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<tbody>
<tr>
<td>Attn: Brad Martin</td>
<td>Email:</td>
<td>Attn: Clementine Nelson Email: <a href="mailto:clementine.nelson@dupageco.org">clementine.nelson@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 1031 Mt. Auburn Road</td>
<td>Address: 400 N. County Farm Road</td>
<td>Room:</td>
</tr>
<tr>
<td>Phone: 812-425-2219</td>
<td>Fax:</td>
<td>Phone: 630-784-4251 Fax:</td>
</tr>
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</table>

**Ship To:**

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<tr>
<td>Phone: 812-425-2219</td>
<td>Fax:</td>
<td>Phone: 630-784-4251 Fax:</td>
</tr>
</tbody>
</table>

**Payment Terms**

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<tr>
<th>Use for</th>
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<th>Contract Start Date</th>
<th>Contract End Date</th>
<th>Use for</th>
</tr>
</thead>
<tbody>
<tr>
<td>PER 50 ILCS 505/1</td>
<td>Christine Kliebhan</td>
<td>December 1, 2018</td>
<td>November 30, 2019</td>
<td>PO25 only</td>
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<tr>
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<th>Description</th>
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<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
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<tbody>
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<td>professional on-site diagnostic healthcare</td>
<td>1200 2050 53070</td>
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<td>12,000</td>
<td></td>
<td></td>
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</table>

**Requisition Total**: $12,000

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

Professional on-site diagnostic healthcare (ultrasounds, x-rays, holter monitoring, etc) for period December 1, 2018 through November 30, 2019, per other professional services, third and final optional one year renewal.

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

Physician fee schedule updates every February.

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

November 7, 2017 HHS Committee
Decision Memo

Procurement Services Division

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

Date: Oct 22, 2018

MinuteTraq (IQM2) ID #: 13767
Department Requisition #: 7089

Requesting Department: DuPage Care Center
Department Contact: Clementine Nelson

| Contact Email: clementine.nelson@dupageco.org |
| Contact Phone: 630-784-4251 |
| Vendor Name: Midwest X-Ray |
| Vendor #: 11574 |

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

Renewal of contract for professional on-site diagnostic healthcare (ultrasounds, x-rays, holter monitoring, etc.) for the period December 1, 2018 through November 30, 2019.

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

As part of their normal course of treatment the residents of the DPCC periodically require diagnostic testing including, but not limited to x-rays, EKG, and holter monitoring. The results of such tests allow the facility’s nurses and physicians to better understand what may be causing certain symptoms and issues regarding their patient’s medical condition. The DPCC does not currently have diagnostic testing facilities on site, nor does it have certified personnel on staff to analyze and interpret the results of such tests.

Strategic Impact

Quality of Life

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

DPCC has used the services of Midwest X-Ray for over 18 years. The services received have been very prompt, courteous and reliable. The staff has always been very professional and responsive. Additionally Midwest provides electronic reports on-line within a twenty-four (24) hour period.

Based on previous interactions with other providers, DPCC’s professional staff feels that Midwest has a strong understanding and compliance with providing services in accordance with applicable Medicare Part A and Part B provisions in the Safe Harbor guidelines.

Midwest meets the needs of DPCC residents by allowing treatment to be received with the facility. Their services are cost effective and reliable. The DPCC is not equipped to meet the diagnostic testing needs of our residents independently, therefore without the ability to provide on-site diagnostic testing, residents would need to be transported outside the facility for necessary tests, ultimately increasing costs and decreasing quality of life for the residents.

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

n/a

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

1) Renew the requested professional services contract with Midwest X-Ray. This would allow for continuity of on-site services being received by the residents of the facility and allow for continued reliable, courteous and responsive services.
2) Do not approve the requested professional services contract with Midwest X-Ray. This would ultimately increase the cost for service due to the additional costs of testing and ultimately increase the cost for services due to the additional costs of transportation and the need for a staff member to accompany the resident to their appointment when family members are not available (which is quite frequent). Off-site appointments can take several hours requiring an increased dedication of staff time.
3) Changing to another provider would have no impact on cost, as billing for these services is based on a set fee schedule, per Medicare guidelines.
<table>
<thead>
<tr>
<th>Fiscal Impact/Cost Summary</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>FY19: 1200-2050-53070</td>
<td>$12,000.00</td>
</tr>
</tbody>
</table>

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.
Required Vendor Ethics Disclosure Statement

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

<table>
<thead>
<tr>
<th>Company Name: Midwest X-Ray</th>
<th>Company Contact: Brad Martin</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone: 812-425-4681</td>
<td>Contact Email: <a href="mailto:bmartin@xray.com">bmartin@xray.com</a></td>
</tr>
</tbody>
</table>

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

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

<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 officials or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

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

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: Brad A. Martin
Title: VP
Date: 9/25/18

Attach additional sheets if necessary. Sign each sheet and number each page. Page ______ of _______ (total number of pages)
Midwest X-ray, Inc.
"Creating a New Standard"

AGREEMENT

THIS AGREEMENT entered into this 1st Day of December, 2015, by and between MIDWEST X-RAY, INC., an Indiana for Profit Corporation (hereinafter referred to as MIDWEST X-RAY) AND the County of DuPage, Illinois, a body corporate and politic, on behalf of its skilled nursing facility, the DuPage Convalescent Center, (hereinafter referred to as CARE PROVIDER).

WHEREAS, MIDWEST X-RAY is engaged in the business of providing certain diagnostic health care services on-site to residential and patient care facilities; and

WHEREAS, CARE PROVIDER, provides on-site care and treatment for residents and/or patients at its location, including the use of diagnostic health care services;

WHEREAS, CARE PROVIDER and MIDWEST X-RAY have agreed that MIDWEST X-RAY shall provide certain services to the CARE PROVIDER;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

I

SCOPE OF SERVICES

1. Commencing on December 1, 2015, MIDWEST X-RAY shall provide to the CARE PROVIDER upon request, all diagnostic services required by any patient or resident of the CARE PROVIDER. Said diagnostic services shall include but not be limited to the following:

- X-RAYS
- ONLINE ACCESS TO DIGITAL IMAGES AND REPORTS
- MONTHLY QA REPORTS
- VASCULAR/DOPPLER STUDIES
- ECHOCARDIOGRAM
- EKG

2. MIDWEST X-RAY shall provide CARE PROVIDER with a detailed up-to-date listing of services offered on a monthly basis.

3. MIDWEST X-RAY shall also provide to the CARE PROVIDER a report prepared by a Radiologist, Cardiologist or other qualified physician interpreting the diagnostic tests performed by MIDWEST X-RAY. Both parties acknowledge that the Radiologist, Cardiologist or other qualified physician is not an employee of MIDWEST X-RAY. All interpreting physicians will be board certified and licensed. MIDWEST X-RAY shall provide to CARE PROVIDER: Physician credentials, Quarterly accuracy reports and Annual Physician Performance evaluations.
Midwest X-ray, Inc.
"Creating a New Standard"

4. All MIDWEST X-RAY personnel operating diagnostic equipment will be qualified, and licensed and/or certified in accordance with Federal and Illinois laws and regulations.

5. MIDWEST X-RAY shall not provide any treatment recommendations to the CARE PROVIDER and shall not in any way participate in the care and treatment of residents and/or patients. Nothing in this Agreement shall be construed to provide that MIDWEST X-RAY is engaged in the business of practicing medicine.

6. All diagnostic testing shall be performed by MIDWEST X-RAY personnel at the direction of the CARE PROVIDER at the following location:

   400 N County Farm Rd.
   Wheaton, IL 60187

7. MIDWEST X-RAY shall provide service 24 hours a day, seven days a week, 365 days a year. MIDWEST X-RAY will guarantee typed results same day on all exams and within 2 to 3 hours on STAT exams.

   MIDWEST X-RAY WILL MEET ALL SERVICE GUARANTEES FOR EVERY EXAM PERFORMED OR THERE WILL BE NO CHARGE FOR SAID EXAM.

II
PAYMENT FOR SERVICES

1. MIDWEST X-RAY shall be solely responsible for submitting bills or invoices to MEDICARE Part B, MEDICAID or any other Health Insurance Company of Organization for X-Rays, EKG's, Vascular/Doppler studies and Echocardiograms.

2. CARE PROVIDER shall pay to MIDWEST X-RAY for all services listed in paragraph 1 above rendered to Medicare part A patient's.

3. CARE PROVIDER shall pay all invoices submitted by MIDWEST X-RAY in accordance with the provisions of the Local Government Prompt Payment Act, 50 ILCS 505/1 et. seq. and shall approve or disapprove any invoice within 30 days of receipt. The CARE PROVIDER shall pay any invoice which it has approved for payment within 30 days of the date of approval. If payment is not made within such 30 day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each month or fraction thereof after the expiration of such 30 day period, until final payment is made.

III
INSURANCE

MIDWEST X-RAY shall maintain comprehensive general liability insurance, as well as workmen's compensation in accordance with the Certificate of Insurance attached hereto as Exhibit "B" incorporated herein and made a part of this agreement. MIDWEST X-RAY shall provide CARE PROVIDER with a copy of its certificate of insurance evidencing such coverage prior to the commencement of this agreement.
Midwest X-ray, Inc.
"Creating a New Standard"

IV.
LIABILITY

MIDWEST X-RAY shall indemnify and hold harmless CARE PROVIDER, its officers, directors, affiliates, stockholders, employees and agents from and against any and all costs, expenses damages, losses, claims and liabilities of any kind, including reasonable attorney’s fees, arising in whole or in part from any act or failure to act by MIDWEST X-RAY.

If MIDWEST X-RAY or CARE PROVIDER brings any action to interpret or enforce this Agreement, or for damages for any alleged breach hereof, whether by arbitration or otherwise, the prevailing party in any such action shall be entitled to reasonable attorneys’ fees and costs as awarded by the arbitrator in addition to all other recovery, damages and costs. This Section shall survive the expiration or termination of this Agreement.

V.
TERM OF CONTRACT AND MODIFICATION

1. This Agreement may be modified from time to time by Agreement of the parties. Any such modification shall be incorporated into and become a part of this Agreement.

2. This Agreement shall remain in full force and effect from the effective date of the Agreement for a period of one (1) year and then shall renew for successive one (1) year terms until or unless it is terminated by either party pursuant to the provisions of the Agreement.

3. This Agreement may be terminated at any time by either party hereto, with or without cause, without penalty, upon thirty days prior written notice, sent by certified mail to the address below:

MIDWEST X-RAY, INC.
1031 Mt. Auburn Rd.
Evansville, IN 47720

DU PAGE CONVALESCENT CENTER
400 N. County Farm Road
Wheaton, IL 60187

VI.
INTERPRETATION

This contract shall be interpreted and construed in accordance with the laws of the State of Illinois. The Parties agree that the exclusive venues for any action arising from this contract shall be the United States District Court for the Northern District of Illinois – Eastern Division to the extent it possesses jurisdiction over the subject matter, and the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois.
Midwest X-ray, Inc.
"Creating a New Standard"

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and date first above written.

MIDWEST X-RAY, INC.

BY
AGENT FOR MIDWEST X-RAY, INC.

CARE PROVIDER: Du Page Convalescent Center

BY
AGENT FOR CARE PROVIDER
RESULT: APRROVED BY CONSENT VOTE [UNANIMOUS]
MOVER: Dino C. Gavanes, District 1
SECONDER: Amy L Grant, District 4
AYES: Amy L Grant, Greg Hart, Sam Tornatore, Dino C. Gavanes
ABSENT: Elizabeth Chaplin, Tonia Khouri, Robert L Larsen
Requisition under 25k dollars

2018-267

PROCUREMENT REVIEW CHECKLIST
REQUISITION

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
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<tbody>
<tr>
<td>October 24, 2018</td>
<td>$13,750.00</td>
<td>DECEMBER 1, 2018 - NOVEMBER 30, 2019</td>
<td>DUPAGE CARE CENTER</td>
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SOLICITATION METHOD FOR SOURCE SELECTION

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<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date and Time</th>
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<tr>
<td>Karen Graczyk</td>
<td>Completed</td>
<td>10/24/2018 2:05 PM</td>
</tr>
<tr>
<td>Janelle Chadwick</td>
<td>Completed</td>
<td>10/24/2018 3:12 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>10/25/2018 1:02 PM</td>
</tr>
<tr>
<td>Donald Carlsen</td>
<td>Completed</td>
<td>10/30/2018 3:20 PM</td>
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<tr>
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</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>10/30/2018 4:09 PM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>10/30/2018 4:53 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>11/02/2018 1:52 PM</td>
</tr>
<tr>
<td>Health &amp; Human Services</td>
<td>Completed</td>
<td>11/06/2018 10:15 AM</td>
</tr>
<tr>
<td>Technology Committee</td>
<td>Completed</td>
<td>11/13/2018 9:00 AM</td>
</tr>
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</table>
Procurement Review Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

Vendor: Celco Partnership dba Verizon Wireless
Vendor #: 10597
Contract: 12/01/2018 to 11/30/2019
Contract Total: $13,750.00
Dept: DuPage Care Center
Contact: Janelle Chadwick
Phone: 630-784-4202
Assigned Committee: Health and Human Services

Description of Procurement/Scope of Work/Background:
Provide wireless services including basic cellular voice, smartphones, wireless data and push to talk. Replace, upgrade and obtain new wireless equipment and accessories.

Reason for Procurement:
To provide wireless service and equipment to all General Fund County departments.

FUNDING SOURCE
☐ Procurement budgeted for (FY and budget code(s)): 1200-2000-53260
☐ 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 (30ILCS5525)
☒ Under Government Joint Purchasing Act (30ILCS5525) select one below
☐ State of Illinois - Master Contracts # CMS793372P
☐ 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)

Prepared By Recom
ded for Approval IT Approval, if required
Date Date Date

REVIEWED BY (Initials Only)
Buyer Procurement Officer
Date Date

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

Chairman's Office (Decision Memos Over $25,000)
Date

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

**Procurement Services Division**

### Send Purchase Order To:

<table>
<thead>
<tr>
<th>Vendor:</th>
<th>Cellco Partnership dba Verizon Wireless</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor #:</td>
<td>10597</td>
</tr>
<tr>
<td>Attn:</td>
<td>Anthony Durpetti</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:Anthony.Durpetti@verizonwireless.com">Anthony.Durpetti@verizonwireless.com</a></td>
</tr>
<tr>
<td>Address:</td>
<td>One Verizon Way</td>
</tr>
<tr>
<td>City:</td>
<td>Schaumburg</td>
</tr>
<tr>
<td>State:</td>
<td>IL</td>
</tr>
<tr>
<td>Zip:</td>
<td>60173</td>
</tr>
<tr>
<td>Phone:</td>
<td>630-800-0768</td>
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</tbody>
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### Send Invoices To:

<table>
<thead>
<tr>
<th>Dept:</th>
<th>Information Technology</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn:</td>
<td>Sarah Godzicki</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:sarah.godzicki@dupageco.org">sarah.godzicki@dupageco.org</a></td>
</tr>
<tr>
<td>Address:</td>
<td>421 N. County Farm Road</td>
</tr>
<tr>
<td>City:</td>
<td>Wheaton</td>
</tr>
<tr>
<td>State:</td>
<td>IL</td>
</tr>
<tr>
<td>Zip:</td>
<td>60187</td>
</tr>
<tr>
<td>Phone:</td>
<td>630-407-5000</td>
</tr>
</tbody>
</table>

### Send Payments To:

<table>
<thead>
<tr>
<th>Vendor:</th>
<th>Cellco Partnership dba Verizon Wireless</th>
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<tbody>
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<td>Vendor #:</td>
<td>10597</td>
</tr>
<tr>
<td>Attn:</td>
<td>Email</td>
</tr>
<tr>
<td>Address:</td>
<td>PO Box 25505</td>
</tr>
<tr>
<td>City:</td>
<td>Lehigh Valley</td>
</tr>
<tr>
<td>State:</td>
<td>PA</td>
</tr>
<tr>
<td>Zip:</td>
<td>18002-5502</td>
</tr>
<tr>
<td>Phone:</td>
<td>Fax</td>
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### Ship To:

<table>
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<tr>
<th>Dept:</th>
<th>Information Technology</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn:</td>
<td>Wendi Wagner</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:wendi.wagner@dupageco.org">wendi.wagner@dupageco.org</a></td>
</tr>
<tr>
<td>Address:</td>
<td>421 N. County Farm Road</td>
</tr>
<tr>
<td>City:</td>
<td>Wheaton</td>
</tr>
<tr>
<td>State:</td>
<td>IL</td>
</tr>
<tr>
<td>Zip:</td>
<td>60187</td>
</tr>
<tr>
<td>Phone:</td>
<td>630-407-5000</td>
</tr>
</tbody>
</table>

### Payment Terms

- F.O.B.
- PO 20 Delivery Date: Dec 1, 2018
- Requisitioner: Contract Administrator
- Contract Start Date: Dec 1, 2018
- Contract End Date: Nov 30, 2019

### LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acctg Unit | Acct # | Sub-Accts and/or Activity # | Unit Price | Extension |
<table>
<thead>
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<tbody>
<tr>
<td>1</td>
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<td>EA</td>
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<td>Cellular and Wireless Services</td>
<td>1200</td>
<td>2000</td>
<td>53260</td>
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</tr>
</tbody>
</table>

### Requisition Total

$13,750.00

**Header Comments**

Cellular and wireless services for the DuPage Care Center, for the period 12/01/18 through 11/30/19

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

Per State of Illinois Master Contract CMS793372P

**User Department Internal Notes**

These comments will NOT appear on the Purchase Order:

Packet Pg. 124
Decision Memo
Procurement Services Division
This form is required for all Professional Service Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

Date: Oct 15, 2018

MinuteTraq (IQM2) ID #: 13770
Department Requisition #: 7090

Requesting Department: Information Technology
Department Contact: Janelle Chadwick
Contact Email: janelle.chadwick@dupageco.org
Contact Phone: 630-784-4202
Vendor Name: Cellco Partnership dba Verizon Wireless
Vendor #: 10597

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.
Approve a procurement for wireless services including basic cellular voice, smartphones, wireless data and push to talk for the County with Verizon Wireless using the State of Illinois Master Contract.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.
Providing this service aids the employees in accomplishing their responsibilities.

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.
Allowing employees to have contact with customers when not in their offices.

Source Selection/Vetting Information - Describe method used to select source.
The County's current provider of wireless services is Verizon Wireless. The State of Illinois has bid and awarded Verizon Wireless a master contract for this service. Given that the County has well over 1000 cellular devices with Verizon Wireless, infrastructure in place to boost the Verizon signals, and that the pricing for this service has been pre-bid by the State of Illinois, we believe that continuing to utilize this cellular provider is the best decision for the County.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.
One option is to switch to another carrier. This would entail replacing all cellular devices in the County as well as replacing or adding cellular signal boosters throughout the County. Both of these would require a large capital expenditure.

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.
Approximately $13,750.00 per year.
Required Vendor Ethics Disclosure Statement

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

Date: 10/18/2018

Bid/Contract/PO #: 

Company Name: Verizon Wireless
Contact Phone: 217-836-9229
Company Contact: Alice Engle
Contact Email: Alice.Engle@verizonwireless.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 of 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.

Signature on file

Authorized Signature

Printed Name

Todd Luccisano

Title

Executive Director - Contract Mgmt

Date

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Contractor affirms that the Certifications and if applicable the Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Contractor’s execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

☐ Yes (IPG Certifications and Disclosures including FORMS B)
X No

1. DESCRIPTION OF SUPPLIES AND SERVICES

2. PRICING

3. TERM AND TERMINATION

4. STANDARD BUSINESS TERMS AND CONDITIONS

5. SUPPLEMENTAL PROVISIONS

6. STANDARD CERTIFICATIONS

7. FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST (IF APPLICABLE)

8. CONTRACT SPECIFIC CERTIFICATIONS AND DISCLOSURES—“FORMS B” (IF APPLICABLE)

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page.
## STATE OF ILLINOIS
### CONTRACT
Illinois Department of Central Management Services
Wireless/Cellular Services and Equipment
CMS793372P

### VENDOR

<table>
<thead>
<tr>
<th>Vendor Name: Cellco Partnership d/b/a Verizon Wireless</th>
<th>Address: 3424 Freedom Drive, Springfield, IL 62704</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature: <strong>Signature on file</strong></td>
<td>Phone: 217-836-9229</td>
</tr>
<tr>
<td>Printed Name: Todd Loccisano</td>
<td>Fax: 847-619-4137</td>
</tr>
<tr>
<td>Title: Executive Director - Enterprise &amp; Government Contracts</td>
<td>Email: <a href="mailto:alice.engl@verizonwireless.com">alice.engl@verizonwireless.com</a></td>
</tr>
<tr>
<td>Date: September 22, 2016</td>
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### STATE OF ILLINOIS

<table>
<thead>
<tr>
<th>Procuring Agency or University: Department of Central Management Services</th>
<th>Phone: 217-782-2141</th>
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</thead>
<tbody>
<tr>
<td>Street Address: 715 Stratton Office Building</td>
<td>Fax: 217-524-1880</td>
</tr>
<tr>
<td>City, State ZIP: Springfield, IL 62702</td>
<td></td>
</tr>
<tr>
<td>Official Signature: <strong>Signature on file</strong></td>
<td>Date: 10/3/16</td>
</tr>
<tr>
<td>Printed Name: Michael M. Hoffman</td>
<td>by Markus Veile, Assistant Director</td>
</tr>
<tr>
<td>Official's Title: Director</td>
<td></td>
</tr>
<tr>
<td><strong>Agency or University Reference #</strong></td>
<td><strong>Project Title</strong> Wireless/Cellular Services and Equipment (Primary)</td>
</tr>
<tr>
<td>-------------------------------------</td>
<td>---------------------------------------------------------------</td>
</tr>
<tr>
<td>CMS793372P</td>
<td>Procurement Method (IFB, RFP, Small, etc): RFP</td>
</tr>
<tr>
<td>22037605</td>
<td>IPB Publication Date: 12/11/15 Award Code: B</td>
</tr>
<tr>
<td>Subcontractor Utilization?</td>
<td>Subcontractor Disclosure?</td>
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<td>Yes</td>
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<td>No</td>
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<td>Funding Source</td>
<td>Obligation #</td>
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<td>Small Business Set-Aside?</td>
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<td>Minority Owned Business?</td>
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<td>Female-Owned Business?</td>
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<td>Persons With Disabilities Owned Business?</td>
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<td>Yes</td>
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<tr>
<td>Percentage</td>
<td></td>
</tr>
<tr>
<td>Other Preferences?</td>
<td></td>
</tr>
</tbody>
</table>

*BALANCE OF PAGE LEFT INTENTIONALLY BLANK*
1. DESCRIPTION OF SUPPLIES AND SERVICES

1.1. SUPPLIES AND/OR SERVICES REQUIRED: Central Management Services is contracting for wireless voice (including push-to-talk/direct connect/walkie-talkie service) and data airtime services, and wireless equipment for use by State agencies, universities and local governmental agencies. This contract permits the State to purchase any necessary services or equipment from Vendor to support the State’s wireless usage requirements.

Verizon Wireless has been selected as the primary Vendor for Statewide wireless service and shall provide coverage in the areas as shown on the State of Illinois Data Map and State of Illinois Voice Map. An additional secondary award has been made to a different vendor, due to anticipated incomplete coverage areas or needed and desirable service plans and/or features not available from the primary Vendor. State entities and other governmental units (including certain not-for-profit entities) authorized by law to participate in the Joint Purchasing Program (JPP) may utilize this Master Contract. Authority for such purchases is governed by the State’s Standard Procurement Rules and the Governmental Joint Purchasing Act 30 ILCS 525.

This master contract establishes a procurement vehicle through which CMS and other authorized entities may purchase various available wireless voice and data airtime services and associated or necessary wireless equipment for use by State agencies, universities, local governmental agencies, and other units of government eligible to participate under the JPP.

Voice and Data Services

All Voice and Data services offered by Vendor for this contract are in Exhibit 1 – Verizon Wireless Pricing Catalog, Exhibit 2 – Equipment Matrices, Exhibit 3 – Accessory Matrix, Exhibit 4 – State of Illinois Voice Map, Exhibit 5 – State of Illinois Data Map and Exhibit 6 – Percentage of Coverage by County are attached to show the coverage of services within the State of Illinois. It is anticipated that during the term of this contract, new technologies, including new products and services, will become available. Vendor’s commercially available price plans as identified in Exhibit 1 may be discontinued or revised at vendor’s sole discretion. The State’s custom price plans may be reduced at any time during the term of the contract. Vendor will pass on any cost savings to the State as soon as they are available. Vendor will provide updated Exhibits 2 through 6 as well as training and evaluation sessions as Vendor deems necessary and will make these products available to the State under the same terms and conditions and at price discounts consistent with Exhibit 1.

The State of Illinois requires Vendor to provide the State of Illinois a block of Static IP addresses for State of Illinois devices, which can be activated under plans approved in this contract. Service packages shall be offered with Internet access and without Internet access. Vendor will waive the Static IP account set-up fee for State of Illinois subscribers.

The State of Illinois will provide direct circuits for Fixed End Systems (FES) connections and Private Network Solutions, from the State’s network infrastructure to the Verizon Wireless network. Vendor will provide the connection ports in the Verizon Wireless network for the FES to ensure a reliable network for the State of Illinois end-users. Additionally, Vendor will offer an optional Private Network using the existing State of Illinois FES connections and an Internet Protocol Security (IPSec) tunnel on the FES to provide a highly secure connection for the State of Illinois network. Vendor will waive the Private Network account set-up fee for State of Illinois subscribers.

Voice and Data Equipment
Vendor shall have available wireless equipment solutions which include the following: voice device, voice device with PTT, Smartphone device, mobile broadband capable devices. A battery and charger must be included with each device at no additional charge.

**General Requirements**

Vendor agrees to adhere to the following mandatory requirements throughout the term of this Contract and any renewal terms.

1. **Vendor must view the State’s account in its entirety and will not propose a rate based on minimum usage. The rate proposed will not include a minimum number of active lines, statewide monthly spend or a statewide utilization of minutes.**

2. **Vendor must offer a voice plan that includes a flat rate cost per minute. Vendor must provide at least one “Minutes-included” and/or “Data-included” package that includes volumes greater than or equal to each of the buckets (usage levels) listed in the tables in Attachment A “Price” with the cost for each bucket and they should explain what pricing package was applied to the volumes in that bucket. After contract execution, the State will determine the actual rate plan that each user will be assigned based on the end user’s needs. The actual buckets or pricing plans will be negotiated with the Vendor prior to contract signature. Please provide any additional information that may be appropriate.**

3. **Vendor shall offer some voice plans that include the ability (at the account and sub-account level) to allow minutes to be shared (pooled) across other monthly access plans (excluding flat-rate). Domestic Long Distance must be included. Night and weekend minutes must not count towards the pool and should be no cost for unlimited usage of Night and Weekend minutes.**

4. **Vendor shall supply Smartphone services. The data pricing options shall be available as stand-alone data options and as an add-on to the Vendor’s wireless voice offerings.**

5. **Vendor must supply pricing for all local units of government, universities and other entities eligible to purchase under this agreement pursuant to the Governmental Joint Purchasing Act [30 ILCS 525] to procure wireless services from this contract. The local government and university lines and minutes accrued must be credited to the State to allow additional reductions in rates based on volumes. The local governmental and university units shall deal directly with the Vendor(s) in matters regarding service and equipment provisioning and repair. Vendor shall be responsible for billing the local governments and universities directly. The State will not be financially liable for any local government or university accounts.**

6. **Vendor must provide a mutually agreed upon plan to alert the State of Illinois as a means of monitoring data usage. Local units of government and entities eligible to purchase under this agreement under the JPP will have the means to monitor data usage this through the Vendor Web Portal.**

7. **Vendor must waive any Activation Fees and/or Early Termination Fees for State agencies, universities, local governmental agencies, and other units of government eligible to participate under the JPP.**

8. **Vendor’s Wireless Enterprise Help Desk (WEHD) must be available to receive calls 24 hours a day seven (7) days week. Vendor must only provide WEHD support to authorized entity point of contact(s). For the State of Illinois this authorized contact will be a Department of Innovation and Technology employee. The Vendor WEHD must be available via a toll free number.**

9. **Vendor will also provide individual technical support to the State of Illinois as well as local units of government and entities eligible to purchase under this agreement under the JPP via a toll free number.**
24 hours a day seven (7) days a week.

10. Vendor must not provide any Customer information to any third party without prior written authorization from the State.

11. Vendor shall offer signal boosters/enhancers to the State depending on the requirements of each State location as determined by a building survey conducted by Vendor. Vendor and the State shall then mutually agree on pricing and scope of work for the procurement, installation, operation and maintenance of such signal boosters/enhancers.

12. Vendor agrees that the Verizon Wireless response to the State of Illinois RFP for Statewide Wireless Services Master 15-0093372 dated December 11, 2015 is incorporated by reference. To the extent of any material conflict between the terms and conditions of this contract and the Verizon Wireless Response to the State of Illinois RFP for Statewide Wireless Services Master 15-0093372 dated January 15, 2016 referenced herein, the terms of this contract will control.

Subject to the price plans in Exhibit 1, access fees and non-promotional allowances of minutes and/or kilobytes or megabytes for price plans will not change throughout a subscriber’s line term. Equipment pricing, however, is subject to change. Other rates, charges and fees and 411 connect may vary following 30 days notice to DoIT.telecommgr@illinois.gov.

Vendor will allow the State’s existing subscribers and JPP’s who are currently procuring services from Vendor pursuant to previously offered calling plans as listed in the Pricing Catalog (“Grandfathered Plans”), to continue receiving such services at the pricing, terms and conditions contained in such Grandfathered Plans until such subscribers either migrate to the pricing provided with this agreement or terminate such Grandfathered Plans; however, such calling plans and associated discount programs applicable to the Grandfathered Plans will no longer be available for State subscribers and JPP’s activating new lines of service or changing calling plans. Such subscribers will count towards the State’s line attainment but will not be eligible to participate in any access or usage discounts or other benefits available pursuant to this agreement until such subscribers migrate to an applicable pricing plan provided with this agreement. Any and all subscribers who satisfy the pricing plan requirements may migrate or activate new lines of service on those price plans available under this agreement in addition to price plans that become available under this Agreement. All other State subscribers and JPP’s will be migrated to the pricing available pursuant to this agreement within 90 days of the Effective Date of this agreement.

Please note E-rate State subscribers and E-rate JPP’s procuring services pursuant to previously offered calling plans and under this agreement on Grandfathered Plans may continue receiving such services at the pricing, terms and conditions contained in such Grandfathered Plans to align with the 2016-2017 E-rate program funding year only. After June 30, 2017, E-rate State subscribers and E-rate JPP’s will be migrated to the pricing available pursuant to this agreement.

Optional feature rates, as specifically detailed within the attached Pricing Catalog, are subject to change and allowed upon mutual agreement between the State and the Contract Vendor. Contract Vendor may discontinue or change commercially available features or services, with 60 days notice to the State.

Vendor’s contract pricing offers a per-subscriber percentage discount off of Vendor’s standard monthly access fees on eligible voice and data plans and features. Vendor’s pricing to the State of Illinois also includes a percentage discount off of the standard manufacturer’s list price for equipment and eligible accessories which
applies on a per unit basis. Any current and future eligible accessories offered by Vendor and purchased under this Contract shall include this same percentage discount throughout the initial term of this Contract and renewal options. State JPP subscribers will be offered equipment at Vendor’s 10,000 tier matrix pricing.

Rates and charges for each subscriber line of service are determined by the chosen calling plan, options, and features. State may activate subscriber lines on any generally available Business Plans or eligible consumer calling plans that are available to government subscribers and introduced by Vendor during the term of the agreement, subject to the terms and conditions of those plans.

Vendor does not require individual (per line) service Contracts for State agencies, universities and local governmental users. However, local governments will sign a Local Government Agreement (LGA) as well as confirm participation in the State JPP, which allows those entities to purchase products and services under the State of Illinois agreement. State of Illinois, local governments and university subscribers may cancel individual lines without incurring an Early Termination Fee. In addition, State of Illinois, local governments and university subscribers may switch plans and features without penalty during the term of the contract. However, it is possible a proration of the access charges, minutes, data allowance and messages would apply depending on when the change was made during the billing cycle.

Vendor’s Mobile to Mobile Calling will allow subscribers on eligible calling plans under this Contract to make or receive calls to/from any of Vendor’s subscribers anytime from within the Nationwide and National Mobile to Mobile Calling Rate and Coverage Area without using their Anytime Voice Minutes.

Vendor offers unlimited Nights and Weekends Minutes on eligible plans that allow the subscriber to make or receive a call in a calling plan’s home airtime area during the following hours: 9:01 p.m. Friday through 5:59 a.m. Monday and 9:01 p.m. – 5:59 a.m. Monday through Friday without using the plan’s Anytime Minutes.

Vendor’s Nationwide Flat Rate Calling Plan has a zero monthly charge and charges for each minute of Anytime usage. This Nationwide Flat Rate Calling Plan includes unlimited nationwide roaming while on the Nationwide Rate and Coverage Area and also includes domestic long distance.

Vendor shall not impose a maximum number of lines on any plans available to the Department of Central Management Services with the exception of the $15.99 State of Illinois Custom Nationwide for Government Share Calling Plan or as otherwise indicated in the terms and conditions of the relevant plans within the State of Illinois Pricing Catalog.

The State and each JPP entity will also have unlimited calling to 10 numbers with Friends and Family for Business on eligible calling plans.

Vendor will provide voice plans that include, as “in-network” or uncharged minutes, any calls to the State’s two voice mail systems in Springfield (Tel. No. 217-524-4400) and Chicago (Tel. No. 312-814-4400), using the Main Office Connection service.

All Vendor Nationwide plans (excluding the State of Illinois and Regional Plans) include a home calling area that covers the entire United States so that there are no roaming charges or long distance charges for any calls originating within the U.S. while in the Nationwide Rate and Coverage Area.

There will be no domestic roaming charges for any calls within the State of Illinois.
The Verizon Wireless data network is based on Internet Protocol (IP) and provides the ability to utilize static IP addresses which can be public static IP addresses assigned by Vendor or private static IP addresses provided by the State of Illinois available through Vendor’s Private Network offering.

Vendor can block international dialing, directory assistance, ringtone downloads and purchase of other 3rd party services billed to the wireless invoice for the State of Illinois’ account. This feature shall be available to the State, at its option, at no additional cost.

Vendor will provide a Web-based tool that enables CMS to maintain wireless accounts. Designated employees will have the ability to order online new devices and accessories. The site will be customized with the State of Illinois’s name and reflect the contract pricing and equipment discount. This site will allow designated employees to manage account activity such as updating information, voicemail passwords changes, completing an Electronic Serial Number (ESN) change, make device ID changes, suspend or resume service, activate customer provided equipment compatible with the Verizon Wireless Network and initiate device upgrades. This site will include statement information allowing the State of Illinois to review account balances, view usage and charges to the entire organization or a particular State of Illinois account. Invoices will be available to view or pay. Reports will be available to help manage accounts. Summary usage reports will include details for voice, messaging and data details. This service shall be available to the State, at its option, at no additional cost.


The State may take advantage of standard lower-priced Vendor plans or equipment discounts, which may become generally available for government customers during the term of this agreement. Upon request, the Vendor Government Account Manager will provide details of such promotions to the State. The State would have the option of transferring government lines to the new plans as long as the State meets any terms and conditions of the new plan. Special benefits incorporated in the State’s agreement may not be applicable under the new plans.

Vendor will provide the State of Illinois with information regarding all service impacting planned network outages within the State of Illinois no less than two weeks in advance. However, in the event of a critical change that is required for proper network operation, the notification window may be less. (The State will provide an email address for outage notification and updates.) Vendor will supply the State the estimated downtime of the outage and the maintenance/repairs being performed. Vendor shall not be liable for any damages for failing to provide such notification. Vendor will communicate status updates to the State. A network outage is defined as an event affecting, at a minimum, 30% of cells on a given Mobile Switching Center (MSC) within the State of Illinois.

In the case of unplanned network outages within the State of Illinois due to equipment or network failures, Vendor will notify the State within two (2) hours of the outage with details known at that time regarding the cause/nature of the outage, affected areas of the outage, downtime and estimated restore times. CMS will be notified of all outages which have the potential to affect State customers. Vendor will provide the State with updates on an hourly basis with details known at that time. Vendor will communicate to the State the measures Vendor is taking to ensure that similar outages will not take place in the future. The State will receive credits for extended outages.
For each period of unplanned network outage within the State of Illinois lasting at least eight (8) hours and up to twenty four (24) hours (“Eligible Period”), Vendor will provide a credit of one-thirtieth (1/30) of the amount of the monthly access fees for each impacted State liable line. For each impacted flat rate subscriber lines that are not charged a monthly access fee, the amount of credit will be $1 per Eligible Period. Based upon its helpdesk trouble tickets, CMS will provide a list of impacted lines to Vendor for review and approval, in a mutually agreed upon format.

In the case of outages within the State of Illinois caused by unforeseen acts of weather, vandalism, acts of terror, accidents, etc. Vendor will notify the State of these outages within 2 hours of the outage with details known at that time regarding the cause/nature of the outage, affected areas of the outage, downtime, estimated restore times and what measures Vendor is taking to correct the outage. Vendor will provide the State with updates on an hourly basis with details known at that time. Vendor will also communicate to the State the measures the Vendor is taking to ensure that similar outages will not take place in the future.

Vendor’s network outage notification and credit obligations apply exclusively to CMS and State liable lines only.

**Standard Features**

Below is a description of the standard features included in the Vendor Pricing Program. Please refer to Exhibit 1 for further details.

Call Forwarding (not available in all areas), Call Waiting, No Answer/Busy Transfer, Three-Way Calling, Voice Mail including Basic, Premium, Text Messaging, Automatic Roaming, Caller ID, Caller ID Blocking, Text Blocking, Message Waiting Indicator.

**Order Provisioning Requirements**

The State of Illinois will have two options to submit requests for equipment and service. Orders can be sent to the dedicated Verizon Wireless Order Desk or orders can be submitted via the Verizon Enterprise Center (VEC) on-line order management tool.

Vendor will provide a dedicated team familiar with the State of Illinois’ requirements for processing orders.

Vendor will ship orders the same day if entered into the Vendor’s ordering system prior to 4:00 p.m. and the next day if entered into the Vendor’s ordering system after 4:00 p.m.

Vendor will ship all devices via express carrier to ensure the State of Illinois receives the order within 72 hours (excluding weekends and holidays) from the time of the order. Vendor will provide information on orders within 72 hours of receipt of order. An e-mail confirmation (email address to be provided by the State) will be sent to the State with the device serial number (ESN, MEID, IMEI, SIM/Serial, etc.) matched to the appropriate mobile telephone number, billing account number, vendor and CMS order numbers, applicable rate plan and features for each mobile telephone number, accessories for each mobile telephone number, and shipping tracking number.

The State will receive credits for equipment delivery that exceeds 72 hours (excluding weekends and holidays). In the cases where the equipment is temporarily out of stock due to manufacturer causes, Vendor will inform the State of the estimated date the equipment will be delivered. In this case, the penalty would be waived.
Vendor will also supply to the State written documentation from the manufacturer that the equipment is out of stock.

Credits for equipment delivery that exceeds 72 hours (excluding weekends and holidays) will equal 50% of the equipment purchase price up to a maximum of $50.00, as stated in Exhibit 2.

Vendor’s equipment delivery timeframes and credit obligations apply exclusively to CMS and State liable lines only.

Vendor will accept returns or make exchanges on all cellular merchandise purchased from Vendor provided the equipment is returned in its original condition within 30 days of receipt of the equipment without any penalty. If service is also terminated within 30 days, the State remains responsible for the cost of any airtime and features used prior to the termination date.

**New Equipment:** Subscribers may return wireless equipment purchased from Vendor for any reason (whether defective or not) within 30 days of the receipt of the equipment. All equipment and product materials originally packaged in the manufacturer’s box must be included in the return in its original box for returns of new equipment under the 30 Day Return Policy. New equipment purchased from Vendor includes a one-year warranty. As part of the wireless handset equipment package, the State will receive the manufacturer’s consumer warranty, one (1) year in length. The manufacturer will cover the costs for defect or failure if the equipment is within the warranty period. Equipment is covered with a one-year warranty for defects in material and workmanship under normal use and conditions. Problems caused by water damage, physical abuse, defects or damage that result from improper operation or misuse, exposure to extreme weather elements, product tampering, accident or neglect (such as dropping the product onto hard surfaces) are examples of what is not covered under warranty. In the event that the subscriber’s equipment is no longer covered under the manufacturer’s warranty, additional charges for repair may apply, and it may be more cost efficient for the subscriber to purchase new equipment. State government subscribers will be eligible to upgrade 10 months from the last equipment purchase.

**Vendor 30 Day Return Policy:** The 30 Day Return Policy begins on the date the equipment is received. Equipment returned under the 30 Day Return Policy must be returned to the warehouse within 30 calendar days from the date the equipment was received. If the equipment is not returned within this timeframe, Vendor will be unable to credit the State’s account for the cost of the equipment. If equipment billing issues arise, Vendor will refer to the Federal Express tracking number and the documentation in Vendor’s billing system at the line level detailing the return. If the equipment is found to have water damage or physical misuse or abuse, the subscriber will be charged the full cost of the equipment.

**30 Day Return Policy Procedures:**

**Step 1:** The State may return equipment within 30 days of the date the equipment is received. An e-mail should be sent to the designated Vendor Order Desk advising that the return will be made and specifying what equipment should be sent in its place.

**Step 2:** The State should use the return-shipping label, provided by the Vendor, that came with the original equipment. Subscribers name (e.g. State – CMS, etc.) and the mobile telephone number associated with the returned item must be written on the shipping label in the “FROM” field.
Step 3: All materials originally packaged in the box (phone, charger, holster, manual, packing materials, etc.) must be included in the return in its original box. Enclose a copy of the packing list received with the original item.

Step 4: The State must send an e-mail to the designated Vendor e-mail address with the following information:

- The Federal Express tracking number.
- Itemize specifically/exactly what is being returned, including any accessories that were part of the original order and being returned.
- List the associated mobile telephone number.

Step 5: If the line needs to be disconnected as part of this process, send the request via e-mail to the Verizon Wireless Order Desk team e-mail address specifying that you are disconnecting under the 30 Day Return Policy.

Step 6: An e-mail will be sent to the State from the Verizon Wireless Order Desk confirming the processing of the equipment request or the disconnect. This e-mail will include the device serial number (ESN, MEID, IMEI, SIM/Serial, etc.) matched to the appropriate mobile telephone number, billing account number, vendor and CMS order numbers, applicable rate plan and features for each mobile telephone number, accessories for each mobile telephone number, and shipping tracking number.

Warranty Replacement: The device warranty begins on the date the equipment is received. Equipment must be shipped back to the Vendor warehouse via Vendor provided Federal Express label.

Vendor will ship all devices via express carrier to ensure the State of Illinois receives the warranty replacement equipment within 72 hours (excluding weekends and holidays) from the time of the request. The State will receive credits for equipment delivery that exceeds 72 hours. Vendor will provide e-mail confirmation to the CMS person that placed the warranty replacement order within 24 hours of receipt of the order. Vendor will also supply e-mail confirmation of the shipment of the equipment. This e-mail will contain the device serial number (ESN, MEID, IMEI, SIM/Serial, etc.) matched to the appropriate mobile telephone number, shipment date, means of shipment, shipment address and any corresponding shipment tracking numbers. This e-mail will be sent to the CMS employee that placed the order within 24 hours of shipment.

Credits for warranty replacement equipment delivery that exceeds 72 hours (excluding weekends and holidays) will equal 50% of the amount invoiced for such warranty replacement equipment up to a maximum of $50.00.

Warranty Replacement Procedure:

Step 1: The State of Illinois will contact the designated Government Customer Operations (GCO) team with accessibility to the device. The GCO will troubleshoot and remark the account if the device is deemed faulty.

Step 2: The State of Illinois will email the Verizon Order Desk requesting replacement equipment. The email will include the mobile telephone number, device serial number (ESN, MEID, IMEI, SIM/Serial etc.), shipping address including contact name and phone number, and details regarding the faulty equipment.

Step 3: An e-mail will be sent to the State from the Verizon Wireless Order Desk confirming the processing of the warranty replacement equipment request. This e-mail will include the device serial number (ESN, MEID, IMEI,
SIM/Serial, etc.) matched to the appropriate mobile telephone number, billing account number, and shipping tracking number.

Step 4: Faulty equipment should be returned to the Verizon Warehouse via the Vendor provided Federal Express shipping label. Equipment must be returned within 10 days.

Vendor currently receives all equipment returns at a single address.

The address is: Verizon Wireless C/O, New Breed Corporation, 4801 Mercantile Drive, FT Worth, TX 76000

Business Continuity/Disaster Recovery Plan

Vendor commits to housing, at a minimum, 100 phones and 50 modems staged in 2 locations within Illinois for use during emergencies for the State. This equipment will be active and available within the desired four (4) hour turnaround time. The State’s Verizon Wireless Account Management Team will make these phones available as an emergency situation or event arises. Vendor agrees to refresh this equipment minimally once a year to ensure current technology.

Verizon’s Crisis Response Team (V-CRT)

When a natural disaster or crisis occurs, V-CRT will respond to government and nonprofit organizations and emergency management agencies needing assistance. V-CRT will provide Cellular tower on Wheels (COW), Cell Tower on a Light Truck (COLT), and Wireless Emergency Communications (WEC) trailers. In an emergency situation, deployment time will not exceed 24 hours in most cases.

Training

Vendor’s account team will create training programs for the State provisioning and repair teams with their assistance and guidance on topics and format. Vendor will conduct these trainings at mutually agreed upon locations and frequency at a minimum of two training sessions per year. This training program would include; on-site training at locations across the state, and webinars (as needed) to ensure all end users are comfortable with the devices and services from Vendor. Additional training is available online by device/application at: www.verizonwireless.com.

On mutually agreed upon days and times, a Vendor account team member will be assigned to a mutually agreed location for additional support and training of your government subscribers. If equipment is delivered by a Vendor representative, the account team member will review the basic features of the phone, as well as any service features the State may be receiving. If equipment is shipped to the State, the subscriber may contact his or her account team member in order to receive additional information on any features or services.

Vendor’s account team, comprised of the sales and data team members, will create training programs to update the State on new and emerging products, services and technologies. Vendor will provide a minimum of two (2) training sessions per year for up to 75 people at a location determined by the State upon reasonable notice, and the State will provide the meeting facilities. These training sessions will most likely take place in Springfield however the State reserves the right to select an alternate city within Illinois.

In addition, Vendor will participate at the annual Public Safety (IWIN), IEMA, ILEAS and SUTA Conferences and will, if requested by the State, present on the topics of new and emerging products, services and technologies.
Supplemental Provisions: General Provisions for Wireless Service:

Definitions – General Provisions for Wireless Service:

Equipment: Equipment: Mobile, transportable, or portable cellular telephones or similar devices and ancillary accessories used by subscribers in conjunction with wireless service.

Wireless Service: Each and every radio service that is defined by the Federal Communications Commission ("FCC") as commercial mobile radio service ("CMRS") and is subject to FCC rules and related to communication through radio transmissions.

Equipment Modifications: Absent specific prior written approval from Vendor, if the State, either on its own or through a third party, adds, changes, integrates or uses hardware or software to or with the Equipment ("Modifications"), then Vendor shall not be responsible for defects, malfunctions, repair, replacement or claims resulting from and that would not have occurred without such Modifications. The State may be responsible for any increased usage and charges resulting from such Modifications.

Enhancement of Wireless Service: Due to regulatory provisions regarding Vendor's network licenses, the State shall obtain Vendor's prior approval and written agreement before it may install, deploy or use any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate Wireless Service. Vendor may terminate lines of service ("Lines") and, upon Notice as set forth in the Contract, may terminate this Contract.

Use of Wireless Service and Equipment: In order to protect the Vendor's network, operations and other customers, Vendor may suspend or terminate service to affected Lines if the State's government-liable basis subscriber ("Government Subscriber") uses the Wireless Service or Equipment: (a) in an illegal or unauthorized manner (including "spamming" or other abusive messaging); (b) in a manner prohibited by the applicable calling plan; or (c) in a manner that has an adverse impact on Vendor's network, operations or customers. If State continues using the Wireless Service in such a manner, Vendor may deny activation to new Lines upon Notice as set forth above in the Contract.

Wireless Service Availability: Wireless Service uses radio technologies and is subject to transmission and service area limitations, interruptions and dropped calls, caused by atmospheric, topographical or environmental conditions, cell site availability, equipment or its installation, governmental regulations, system limitations, maintenance or other conditions or activities affecting Wireless Service operation. Wireless Service and/or features may not be available in all areas. Wireless Service is only available within each applicable calling plan rate and coverage area, within the operating range of the wireless systems, and with equipment available to Vendor's customers.

1.1. MILESTONES AND DELIVERABLES: N/A

1.2. VENDOR/STAFF SPECIFICATIONS: Vendor will provide the State with a primary and secondary point of contact/account manager. The primary and/or secondary points of contact or their delegates will make reasonable efforts to be accessible 24x7x365 via telephone, text message, email, etc. to assist the State with escalating issues during an emergency situation.

1.3. TRANSPORTATION AND DELIVERY: N/A

1.4. SUBCONTRACTING

Subcontractors are allowed.
For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. If subcontractors will be utilized, Vendor must identify below the names and addresses of all subcontractors it will be entering into a contractual agreement that has an annual value of $50,000 or more in the performance of this Contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money to the extent the information is known that each subcontractor is expected to receive pursuant to the Contract. Attach additional sheets as necessary.

1.4.1. Will subcontractors be utilized? ☑ Yes ☐ No

- Subcontractor Name: Networkfleet, Inc.
  Amount to be paid: TBD
  Address: 9868 Scranton Road, San Diego, CA 92121
  Description of work: Fleet Management Services

- Subcontractor Name: N/A
  Amount to be paid: N/A
  Address: N/A
  Description of work: N/A

1.4.2. All contracts with the subcontractors identified above must include the Standard Certifications completed and signed by the subcontractor.

1.4.3. If the annual value of any of the subcontracts is more than $50,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.

1.4.4. If the subcontractor is registered in the Illinois Procurement Gateway (IPG) and the Vendor is using the subcontractor’s Standard Certifications or Financial Disclosures and Conflicts of Interest from the IPG, then the Vendor must also provide a completed Forms B for the subcontractor.

1.4.5. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor will be required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. Any subcontracts entered into prior to award of the Contract are done at the Vendor’s and subcontractor’s risk.

1.5. WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor. The State acknowledges that the Vendor is not an equipment manufacturer, and wireless devices and accessories manufactured outside the United States may be supplied to the State under this Contract.
Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

- Location where services will be performed: Training and Help Desk to be performed within the United States

Value of services performed at this location: No cost to the State
2. PRICING

2.1 TYPE OF PRICING: The Illinois Office of the Comptroller requires the State to indicate whether the contract value is firm or estimated at the time it is submitted for obligation. The total value of this contract is estimated.

2.2 EXPENSES ALLOWED: Expenses are not allowed.

2.3 DISCOUNT: The State may receive a 0 % discount for payment within N/A days of receipt of correct invoice.

2.4 VENDOR'S PRICING: Attach additional pages if necessary.

2.4.1 Vendor's Price for the Initial Term: See Exhibit 1 – Verizon Wireless Pricing Catalog

2.4.2 Renewal Compensation: If the contract is renewed, the price shall be at the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section.

2.4.2.1 Agency/University Formula for Determining Renewal Compensation: Pricing shall remain the same as the Initial Term.

2.4.2.2 Vendor's Price for Renewal(s): See Exhibit 1 – Verizon Wireless Pricing Catalog

2.5 MAXIMUM AMOUNT: The total payments under this contract shall not exceed N/A without a formal amendment.
3. TERM AND TERMINATION

3.1 TERM OF THIS CONTRACT: This contract has an initial term of 36 months. If a start date is not identified, the term shall commence upon the last dated signature of the Parties.

3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed 10 years.

3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

3.2 RENEWAL:

3.2.1 Any renewal is subject to the same terms and conditions as the original contract unless otherwise provided in the pricing section. The State may renew this contract for any or all of the option periods specified, may exercise any of the renewal options early, and may exercise more than one option at a time based on continuing need and favorable market conditions, when in the best interest of the State. The contract may neither renew automatically nor renew solely at the Vendor’s option.

3.2.2 Pricing for the renewal term(s), or the formula for determining price, is shown in the pricing section of this contract.

3.2.3 The State reserves the right to renew for a total of 72 months in any one of the following manners:

3.2.3.1 One renewal covering the entire renewal allowance;

3.2.3.2 Individual two (2) 3-year renewals up to and including the entire renewal allowance; or

3.2.3.3 Any combination of full or partial year renewals, but no less than one (1) year, up to and including the entire renewal allowance.

3.3 TERMINATION FOR CAUSE: The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State’s satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within 45 days. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.
3.4 TERMINATION FOR CONVENIENCE: The State may, for its convenience and with 30 days prior notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

3.5 AVAILABILITY OF APPROPRIATION: This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor or the Agency placing the order reserves funds, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations or available funds for payment. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease. Nothing in this section limits vendor’s remedies under the Illinois Court of Claims Act.

3.6 OTHER TERMINATION/SUSPENSION: State may also suspend or terminate, in whole or in part, this contract without advance notice pursuant to this provision.
4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 PAYMENT TERMS AND CONDITIONS:

4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor’s sole remedy for late payments by the State. Payment terms contained on Vendor’s invoices shall have no force and effect.

4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of $1,000 or more is required to pay a fee of $15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller’s Administrative Fund. 15 ILCS 405/23.9.

4.1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.

4.1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Department of Labor and are available on the Department’s official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217-782-6206 or (http://www.state.il.us/agency/idol/index.htm).

4.1.5 Federal Funding: This contract may be partially or totally funded with Federal funds. If federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided in the award notice.

4.1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency/University state tax exemption number and federal tax exemption information.
4.1.6.2 Vendor agrees that the State owns its invoicing information and can use and distribute the information, at its own discretion, to any 3rd parties whom the State may engage to help manage the telecom services. Invoicing information includes information on plans, features, costs and volumes.

4.1.6.3 Verizon Wireless will provide billing data in a mutually agreed upon standard electronic media for State of Illinois accounts, at no additional cost to the State, in sufficient detail to allow verification of charges to the line and account level, including but not limited to, monthly charges, equipment and taxes, for rebilling to the State’s end users, in addition to a summary invoice in paper form. Summary usage reports will be provided for the JPP. If Vendor fails to include such paper summary invoice or if the charges on the paper summary invoice do not match the corresponding electronic invoice by type of service and total dollar amount, the State shall have the right to pay the lesser amount. Vendor will provide full documentation upon the State’s reasonable request for its invoice formats including record layouts, data dictionaries, and any other informant the State requires to process Vendor’s electronic media for rebilling. This documentation will be provided at no additional cost to the State prior to the Vendor issuing any invoices. Vendor may not make any changes to the format of the bill format, either electronic or paper, without prior consent of the State and shall provide the State at least 120 days notice of any proposed changes to such formats. The State may postpone or deduct the amount of payment if it is unable to process the Vendor data for rebilling due to a breach of this section. The State may request Verizon Wireless to provide a duplicate invoice and Verizon will comply with those requests at no additional charge.

4.1.6.4 Vendor shall provide a credit for improper invoices in the amount of the error back to the date of the incorrect invoice or 12 months, whichever is less.

4.1.6.5 Service charges will be invoiced to the State in advance, and usage charges will be invoiced in arrears. On occasion, the State may be billed for services in a month other than the month in which the State used the service provided that Vendor shall waive any unbilled monthly charges 60 days after the end of the month to which they apply and any unbilled usage charges 120 days after the date on which they are incurred. Vendor may bill the State on behalf of third party providers of Online Applications that are accessed by the State through the Equipment. Online Applications are defined herein as Wireless Data Services and consist of applications such as e-mail, data, information and other wireless Internet services (“Online Applications”). Send all State of Illinois invoices to:

<table>
<thead>
<tr>
<th>Agency/University:</th>
<th>Department of Innovation and Technology</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn:</td>
<td>Invoice Processing</td>
</tr>
<tr>
<td>Address:</td>
<td>120 W. Jefferson Street</td>
</tr>
<tr>
<td>City, State Zip</td>
<td>Springfield, IL 62702</td>
</tr>
</tbody>
</table>
4.2 **ASSIGNMENT:** This contract may not be assigned, transferred in whole or in part by Vendor without the prior written consent of the State. Upon written notice to the Vendor, CMS may transfer or assign to the Department of Innovation and Technology (DoIT) this contract, in whole or in part.

4.3 **SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within 15 days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. For the avoidance of doubt, Vendor may use roaming services from other carriers in areas where Vendor does not currently provide service.

4.4 **AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency/University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records. 30 ILCS 500/20-65.

4.5 **TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor’s performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State. Except as specifically waived in writing, failure by either Party to exercise or enforce a right shall not affect any subsequent ability to exercise or enforce a right.

4.6 **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party’s right to exercise or enforce that or other rights in the future.

4.7 **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition.
The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.

4.8 CONFIDENTIAL INFORMATION: Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

4.9 USE AND OWNERSHIP: All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.

4.10 INDEMNIFICATION AND LIABILITY: The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under the contract infringing, misappropriating, or otherwise violating any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. Neither Party shall be liable for incidental, special, consequential or punitive damages.
4.11 INSURANCE: Vendor shall, at all times during the term and any renewals maintain and provide a Certificate of Insurance naming the State as additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability occurrence form in amount of $1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and $2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of $1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

4.12 INDEPENDENT CONTRACTOR: Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.

4.13 SOLICITATION AND EMPLOYMENT: Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.

4.14 COMPLIANCE WITH THE LAW: The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.

4.15 BACKGROUND CHECK: Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history-background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background check.

4.16 APPLICABLE LAW: This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).

4.17 ANTI-TRUST ASSIGNMENT: If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.

4.18 CONTRACTUAL AUTHORITY: The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or
authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee, or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.

4.19 NOTICES: Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

4.20 MODIFICATIONS AND SURVIVAL: Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties’ intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State’s and the Vendor’s terms, conditions and attachments, the State’s terms, conditions and attachments shall prevail.

4.21 PERFORMANCE RECORD / SUSPENSION: Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor’s performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.

4.22 FREEDOM OF INFORMATION ACT: This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) (50 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract.

4.23 SCHEDULE OF WORK: Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

4.24 WARRANTIES FOR SUPPLIES AND SERVICES:

4.24.1. DISCLAIMER OF WARRANTIES: VENDOR IS NOT THE MANUFACTURER OF THE EQUIPMENT AND MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, QUALITY, PERFORMANCE OR NON-INFRINGEMENT OF THE EQUIPMENT. WITH RESPECT TO VENDOR, THE STATE PURCHASES THE EQUIPMENT "AS IS." EQUIPMENT SHALL BE SUBJECT TO ANY WARRANTIES PROVIDED TO THE STATE BY THE EQUIPMENT MANUFACTURER. MODIFICATIONS MAY VOID OR OTHERWISE LIMIT ANY WARRANTY APPLICABLE TO THE EQUIPMENT.
4.24.2. Vendor shall insure that all manufacturers’ warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State’s payment, acceptance, inspection or failure to inspect the supplies.

4.24.3. Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and will reassign promptly any individual who is not performing in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

4.25 REPORTING, STATUS AND MONITORING SPECIFICATIONS:

4.25.1 Vendor shall immediately notify the State of any event that may have a material impact on Vendor’s ability to perform the contract.

4.25.2 The Verizon Wireless Government Account Manager will facilitate regularly scheduled evaluations between the Government Accounts team and the State’s Authorized Contact to determine where Verizon Wireless is exceeding, meeting or failing below the State’s expectations. The following areas are surveyed on a quarterly basis:

- Order processing
- Timely conversation of existing mobile telephone numbers
- Accuracy of reports
- Resolution of billing issues
- Equipment

Upon further request, Verizon Wireless will work with the State to develop appropriate performance reports at mutually agreed intervals.

4.25.3 The following information will be supplied to the State on a monthly basis:

Report #1 – Summary Report (includes the following):

Number of State lines
Number of local governmental lines
Number of university/college lines
Number of IWIN lines
Number of minutes utilized by State lines
Number of minutes utilized by local governmental lines
Number of minutes utilized by university lines

Dollar amounts of appropriate lines

**Report #2** - Detailed usage and cost report for each State line including at a minimum the following items (CMS-paid lines require line-level detail. Account-level detail is required for all other entities purchasing from this contract). The detail appearing on the electronic media, paper invoices and the State usage and cost report shall be the same. Should there be a discrepancy, the State will pay whichever is less.

- Account Number
- Mobile Number
- Activation Date
- State 3 digit cost center
- IP Address
- SIM Number
- ESN Number
- Upgrade Date
- Equipment Model and Type
- Rate Plan code, description, and cost
- Feature code or description and cost
- Breakdown of all types of minutes allowed, used and any cost associated
- Data usage and cost
- Downloads, Text, Pix Flix number and any cost
- Roaming breakdown on type, minute used or data used and any cost associated
- 411 Calls and cost
- Taxes/Surcharges
- Total per line

**Report #3** - Zero Usage Report

Zero Usage Lines

**Report #4** - Unbilled Data Usage Report

Unbilled data usage list
The above reports will be supplied to the State at no additional cost. All service that is provided under this Contract must be included in this monthly report. Vendor will provide these reports with aggregated information only for non CMS-paid lines due to Federal regulations governing the release of Customer Proprietary Network Information (CPNI). This report must be made available to the State within 10 business days of the end of the billing cycle.

This report is not for billing purposes, it is useful information for day-to-day operations and verification. It should be provided in Microsoft Excel, or CSV format. Vendor will provide the State with monthly reports highlighting current spend and recommending opportunities to reduce overall spend.

4.26 EMPLOYMENT TAX CREDIT: Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

4.27. SUPPLEMENTAL TERMS: Notwithstanding any provision to the contrary in the Vendor’s supplemental terms and conditions, or in any licensing agreement attached hereto:

4.27.1 The procuring Agency and the State do not waive sovereign immunity;

4.27.2 The procuring Agency and the State do not consent to be governed by the laws of any state other than Illinois;

4.27.3 The procuring Agency and the State do not consent to be represented in any legal proceeding by any person or entity other than the Illinois Attorney General or his or her designee;

4.27.4 The procuring Agency and the State shall not be bound by the terms and conditions contained in any click-wrap agreement, click-wrap license, click-through agreement, click-through license, end user license agreement or any other agreement or license contained or referenced in the software or any quote provided by Vendor, except as attached to this Contract.

4.27.5 The procuring Agency and the State shall not indemnify Vendor or its subcontractors (including any equipment manufacturers or software companies);

4.27.6 Vendor shall indemnify the procuring Agency and State pursuant to the terms and conditions of Section 4.10 of the Contract; and

4.27.7 Vendor’s liability shall be governed by the terms and conditions contained in Section 4.10 of the Contract.
5. SUPPLEMENTAL PROVISIONS

5.1. STATE SUPPLEMENTAL PROVISIONS

☐ Agency/University Definitions

10T

☐ Required Federal Clauses, Certifications and Assurances

10T

☐ Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.

10T

☐ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than $200 per month or $2,000 per year or printing) 30 ILCS 500/25-60.

10T

☐ Agency/University Specific Terms and Conditions

10T

☐ Other (describe)

Letter of Intent – Fidelity Print Communications
Letter of Intent – The IT Architect Corporation

Signature on file

Printed Name: Todd Laccisano
Title: Executive Director - Enterprise & Government Contracts
Date: December 22, 2016

Signature on file

Printed Name: Michael Hoffman by Tracy Rubin, ROSS Deputy Director
Title: Acting Director
Date: 12/1/17

5.2. VENDOR SUPPLEMENTAL PROVISIONS

Exhibit 1 – Verizon Wireless Pricing Catalog

Exhibit 2 – Equipment Matrices

Exhibit 3 – Accessory Matrix

Exhibit 4 – State of Illinois Voice Map

Exhibit 5 – State of Illinois Data Map

Exhibit 6 – Percentage of Coverage by County

Exhibit 7 – MobileIron, Inc. End User License Agreement (EULA)

Exhibit 8 – DigitalGlobe End User License Agreement
6. STANDARD CERTIFICATIONS

Vendor acknowledges and agrees that compliance with this subsection in its entirety for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

This subsection, in its entirety, applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Certification form provided by the State.

If this contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

6.1 As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the contract may be void by operation of law,
- the State may void the contract, and
- the Vendor and it subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

6.2 Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.

6.3 Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.

6.4 Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.

6.5 Vendor certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal. 30 ILCS 500/1-15.80, 20-43.
6.6 To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.

6.7 Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.

6.8 If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor’s office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.

6.9 If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false. 30 ILCS 500/50-10.5.

6.10 Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), amended by Pub. Act No. 97-0895 (August 3, 2012).

6.11 Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. 30 ILCS 500/50-11, 50-60.

6.12 Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.

6.13 Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.

6.14 Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.
6.15 Vendor certifies it is not in violation of the “Revolving Door” provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.

6.16 Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.

6.17 Vendor certifies that if it has hired a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist’s costs, fees, compensation, reimbursements, or other remuneration were billed to the State. 30 ILCS 500/50-38.

6.18 Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.

6.19 Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565. The parties agree this Contract is not for the construction, reconstruction, alteration, repair, improvement or maintenance of public works.

6.20 Drug Free Workplace

6.20.1 If Vendor employs 25 or more employees and this contract is worth more than $5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.

6.20.2 If Vendor is an individual and this contract is worth more than $5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.

6.21 Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States. Department of Commerce. 30 ILCS 582.

6.22 Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.

6.23 Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.

6.24 Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any “discriminatory club.” 775 ILCS 25/2.

6.25 Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.

6.26 Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584.
6.27 Vendor certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45. The parties agree that Vendor is not an owner of residential buildings.

6.28 Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor’s family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over $25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

6.29 Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa) 30 ILCS 587.

6.30 Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Vendor will not make a political contribution that will violate these requirements.

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

- X Vendor has registered with the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

6.31 Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517.

6.32 A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to transact business or conduct affairs in Illinois prior to submitting a bid or offer. 30 ILCS 500/20-43. If you do not meet these criteria, then your bid or offer will be disqualified.

Vendor must make one of the following two certifications by checking the appropriate box.

- A. Vendor certifies it is an individual acting as a sole proprietor and is therefore not subject to the requirements of section 20-43 of the Procurement Code.

- X B. Vendor certifies that it is a legal entity, and was authorized to transact business or conduct affairs in Illinois as of the date for submitting this bid or offer. The State may require Vendor to provide evidence of compliance before award.
6.33 Vendor certifies that, for the duration of this contract it will:

- post its employment vacancies in Illinois and border states on the Department of Employment Security's IllinoisJobLink.com website or its successor system; or
- will provide an online link to these employment vacancies so that this link is accessible through the IllinoisJobLink.com website or successor system; or
- is exempt from 20 ILCS 1005/1005-47 because the contract is for construction-related services as that term is defined in section 1-15.20 of the Procurement Code; or the contract is for construction and vendor is a party to a contract with a bona fide labor organization and performs construction. (20 ILCS 1005/1005-47).
LETTER OF INTENT
BUSINESS ENTERPRISE PROGRAM OR VETERAN SMALL BUSINESS

Instructions: The Prime Vendor is required to submit a separate, signed letter of intent (LOI) from each BEP/VSB certified vendor. LOIs must be submitted with the bid/offer and must be signed by both parties. The Prime Vendor shall not prohibit or otherwise limit the BEP/VSB certified vendor(s) from providing subcontractor quotes to other potential bidders/vendors. Each LOI must include the negotiated contract percentage, a detailed scope of work to be performed by each identified BEP/VSB certified vendor and the amount of the subcontract, if known. All LOIs shall be subject to Agency approval. Any changes involving or affecting the identified BEP/VSB certified vendor may not be permitted without written approval of the procuring Agency.

Project Name: Wireless/Cellular Services and Equipment  Project/ Solicitation Number: Ref # 22037605

Name of Prime Vendor: Cellicos Partnership d/b/a Verizon Wireless  BEP/VSB Compliance Contact: Monya Emery

Address: ______________________________________________________________
City:_________________________________________________________________
State:________________ Zip Code:____________________________
Telephone: 703-886-5133 Fax: _________________________________________ Email: monya.emery@verizon.com

Name of Certified Vendor: Fidelity Print Communications
Address: 2829 S. 18TH Avenue  BEP/VSB Compliance Contact: Cathryn D. Williams
City: Broadview  State: IL  Zip Code: 60155-4725
Telephone: (708) 343-6833 Fax: (708) 343-5061 Email: bernard.williams@fidelityprint.com

Type of agreement: □ Services  □ Supplies  □ Both Services/Supplies

Anticipated start date of the Certified BEP/VSB Vendor:

Proposed % of Contract to be performed by the BEP/VSB Vendor.
Proposed Subcontract Amount, if known $______________________

NOTE: The Prime Vendor must indicate the percentage of the estimated contract award that will be subcontracted to the certified BEP/VSB Vendor.

Detailed description of work to be performed or goods/equipment to be provided by the BEP/VSB Vendor:

Commercial Printing, Direct Mail, Kitting/Fulfillment services.

The Vendor and the certified vendor above hereby agree that upon the execution of a contract for the above-named project between the Vendor and the State of Illinois, the Certified Vendor (Company Name and D/B/A):

Certified BEP/VSB Vendor (Company Name and D/B/A):

Signature on file

Signature
Print Name: Todd Localsano
Title: Executive Director - Enterprise & Government Contracts
Date: 1/13/2016

State of Illinois Letter of Intent u:14.1

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LETTER OF INTENT
BUSINESS ENTERPRISE PROGRAM OR VETERAN SMALL BUSINESS

Instructions: The Prime Vendor is required to submit a separate, signed Letter of Intent (LOI) from each BEP/VSB certified vendor. LOIs must be submitted with the bid/offer and must be signed by both parties. The Prime Vendor shall not prohibit or otherwise limit the BEP/VSB certified vendor(s) from providing subcontractor quotes to other potential bidders/vendors. Each LOI must include the negotiated contract percentage, a detailed scope of work to be performed by each identified BEP/VSB certified vendor and the amount of the subcontract, if known. All LOIs shall be subject to Agency approval. Any changes involving or affecting the identified BEP/VSB certified vendor may not be permitted without written approval of the procuring Agency.

Project Name: Wireless/Cellular Services and Equipment  Project/ Solicitation Number: Ref # 22037605

Name of Prime Vendor: Verizon  BEP/VSB Compliance Contact: Monya Emery

Address: 
City: 
State: 
Zip Code: 
Telephone: 703-886-5133  Fax: 
Email: monya.emery@verizon.com

Name of Certified BEP or VSB Vendor: The IT Architect Corporation

Address: 505 N. Lake Shore Drive, Suite 217  BEP/VSB Compliance Contact: Charles Harrell II
City: Chicago  State: IL  Zip Code: 
Telephone: (312) 617-5000  Fax: (312) 276-4361  Email: charles@theitarchitect.com

Type of agreement: ☑ Services  ☐ Supplies  ☑ Both Services/Supplies

Anticipated start date of the Certified BEP/VSB Vendor: 03/31/2016

Proposed % of Contract to be performed by the BEP/VSB Vendor.

Proposed Subcontract Amount, if known $

NOTE: The Prime Vendor must indicate the percentage of the estimated contract award that will be subcontracted to the certified BEP/VSB Vendor.

Detailed description of work to be performed or goods/equipment to be provided by the BEP/VSB Vendor:

The Vendor and the certified vendor above hereby agree that upon the execution of a contract for the above-named project between the Vendor and the State of Illinois, the Certified BEP or VSB Vendor will perform the scope of work for the amount/percentage as indicated above.

Packet Pg. 161
State of Illinois Pricing Catalog

Monthly Access Fee Discount on Commercially Eligible Calling Plans and Commercially Eligible Data Features

| 21% |

Note: Subject to any limitations as indicated elsewhere in this Pricing Catalog and any Exhibits. Government Subscribers qualify for monthly access fee discounts on eligible voice and data plans with monthly access fees of $34.99 and higher available for Government Subscribers. Qualifying data features of $24.99 or higher will also receive a discount of 21% off the Monthly Access Fee on data features available for Government Subscribers. Verizon Wireless has applied various discounts on State of Illinois Custom Plans and Features for Government Subscribers, please see tables below.

The pricing offered to the State of Illinois under the scope of the final contract between the State of Illinois and Verizon Wireless will be subject to the assumptions as stated in this State of Illinois Pricing Catalog. Pricing and availability, as specifically detailed within the attached Pricing Catalog, is subject to change, upon mutual agreement in writing and if within the scope of the underlying procurement, between the State of Illinois and Contract Vendor. Verizon Wireless is not proposing pricing based on minimum usage, but is offering rates that are contingent upon Verizon Wireless remaining the primary vendor.

Accessory Discount

| 25% (discount applies to eligible accessories) |

Note: Excluded categories currently include: Waterproof Cases (Lifeproof & Atlas Cases, etc.), Smart Accessories, Apple-branded Products, Portable Power (Mophie products, Motorola Power Packs, etc), Memory Cards, Stereo Headphones (Bluetooth and Wired, Headphones and Buds), Cables, Home Solutions, Mounts and Docks, Keyboards (Bluetooth and Folios). This exclusions list is subject to change.

The following accessories when purchased by the Department of Central Management Services will be eligible to receive a 25% discount. This discount applies exclusively to the Department of Central Management Services: Bluetooth In-Car Speakerphone (JBT2FREEWAY), USB modem adapter cables (PCCAB-290, PCCAB-295, PCCAB-551, PCCAB-770, PCCAB-190VW), Magnetic Mount/Window Mount antennas for 4G LTE (MAGLTEANT, WINDLTEANT, WINDMINIANT). Current models are listed above. Should these models no longer be available, Verizon Wireless may make replacement models available. Make and model of replacement accessories at Verizon Wireless' sole discretion.

Accessory pricing is subject to change and availability and quantities may be limited. Resale of accessories is expressly prohibited outside of the State of Illinois agencies. Please note that equipment availability and subject to change without notice.
### Equipment Offers

**Handset Offer:** During the first 90 days from the Effective Date of any resulting Agreement ("Effective Date"), Customer’s Government Subscribers activating new service and selecting a 12 month Line Term, qualify to receive the LG Revere 3 at no charge, subject to availability. This offer cannot be combined with any other credits, Equipment offers, programs or promotions.

**Handset Offer:** During the initial term of the resulting Agreement, Customer’s Government Subscribers activating new service and selecting a 12 month Line Term, qualify to purchase a basic device for $0.01 per device, subject to availability, make and model at Verizon Wireless’ sole discretion. This offer cannot be combined with any other credits, Equipment offers, programs or promotions.

### Transition Credit Offer

**Offer Requirements:** All offers detailed below are contingent on Customer transitioning the lines of service to price plans listed in this contract within 90 days of the Effective Date of any resulting Agreement ("Promo Period"). Each eligible line taking advantage of these offers must remain active and billing for a minimum of 90 days after the end of the Promo Period in accordance with the Purchase Requirements below to be eligible for this offer.

**Eligible Subscriber Lines:** Customer’s existing Government Subscribers qualify to receive these offers. Customer’s Government Subscriber’s activating new lines of service or porting in lines from another carrier are not eligible to receive this Transition Credit Offer.

**Transition Credit Requirements:** Smartphone

- Migrating an existing Smartphone line of service to the pricing contained herein during the Promo Period and
- Activating the Smartphone device on a Voice and Data Plan with a monthly access fee of $46.99 or higher on an account maintaining and actively billing a minimum of four hundred (400) Government Subscriber lines.
- Smartphone device must remain active and billing on this plan for a minimum of 90 days after the end of the Promo Period ("Smartphone Credit Eligible Line"). This offer is not combinable with other incentives, credits, promotions or equipment offers.

- **$150.00 Transition Credit:** Smartphone Devices for each Smartphone Credit Eligible Line will be issued. This offer is limited to one (1) Transition Credit per Smartphone Credit Eligible Line. The Transition Credit will be issued to Customer in the form of a single account level credit to the Customer’s account within (120) days of the end of the Promo Period provided all Offer Requirements have been met. No partial payments will be made.

**Please Note:** Any Eligible Subscriber Line that is activated during or after the end of the Promo Period will not be eligible to receive the $150.00 Transition Credit. No exceptions will be made.

**Transition Credit Requirements:** Tablet, Mobile Broadband ("MBB"), or Basic Device

- Migrating an existing Mobile Broadband, Tablet or Basic line of service to the pricing contained herein during the Promo Period, and
- Activating the device on a Voice and/or Data Plan with a monthly access fee of $34.99 or higher on an account maintaining and actively billing a minimum of four hundred (400) Government Subscriber lines. Mobile Broadband, Tablet or Basic device must remain active and billing on this plan for a minimum of 90 days after the end of the Promo Period ("Tablet/MBB/Basic Credit Eligible Line"). This offer is not combinable with other incentives, credits, promotions or equipment offers.

- **$50.00 Transition Credit:** Tablet/MBB/Basic Devices for each Tablet/MBB/Basic Credit Eligible Line will be issued. This offer is limited to one (1) Transition Credit per Tablet/MBB/Basic Credit Eligible Line. The Transition Credit will be issued to Customer in the form of a single account level credit to the Customer’s account within (120) days of the end of the Promo Period provided all Offer Requirements have been met. No partial payments will be made.

**Please Note:** Any Eligible Subscriber Line that is activated during or after the end of the Promo Period will not be eligible to receive the $50.00 Transition Credit. No exceptions will be made.
# Voice Calling Plans

## Custom State of Illinois Government Subscriber Regional Flat Rate**
*The State of Illinois Regional Flat Rate Calling Plan is not eligible for monthly access fee discounts.*

<table>
<thead>
<tr>
<th>Monthly Access Fee</th>
<th>$0.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Domestic Anytime Minutes</td>
<td>0</td>
</tr>
<tr>
<td>Per Minute Rate</td>
<td>$0.06</td>
</tr>
<tr>
<td>Nationwide Roaming Rate (Includes Long Distance)</td>
<td>$0.50</td>
</tr>
<tr>
<td>Domestic Long Distance</td>
<td>Included for Domestic Long Distance Calls Made from Home Calling Area</td>
</tr>
<tr>
<td>Home Calling Area*</td>
<td>State of Illinois</td>
</tr>
<tr>
<td>Data Sent or Received</td>
<td>$1.99/MB or per data package</td>
</tr>
</tbody>
</table>

**Notes:** This plan includes a home airtime area that encompasses the State of Illinois only. Current coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). Verizon Wireless reserves the right to disconnect any non-emergency Subscriber line on this Flat Rate plan that has no usage for three (3) consecutive months after 60 days prior notice to Customer. The State of Illinois will notify Verizon Wireless of emergency lines activated on this plan. See attached Verizon Wireless Voice and Data Calling Plan Terms and Conditions for important information about calling plans, features and options.

The only Push to Talk Plus feature that can be added to this rate plan is the $10.00 Push To Talk Plus feature.

With the exception of lines on the Department of Central Management Services' accounts, Verizon Wireless reserves the right to limit the number of Government Subscribers Lines on this plan should the customers total number of lines on the plans listed below exceed 35% of the total Government Subscriber Lines on a customer’s profile.

- Custom State of Illinois Government Subscriber Regional Flat Rate,
- Custom State of Illinois Government Subscriber Nationwide Flat Rate,
- Grandfathered - Custom State of Illinois, University, and Joint Purchasing Program Government Subscriber Regional Flat Rate,
- Grandfathered Custom State of Illinois, University, and Joint Purchasing Program Government Subscriber Nationwide Flat Rate

In the event customer exceeds the 35% limit, Verizon Wireless reserves the right to migrate lines to other price plans, in this catalog after 60 days prior notice to Customer.

## Custom State of Illinois Government Subscriber Nationwide Flat Rate**
*The State of Illinois Nationwide Flat Rate Calling Plan is not eligible for monthly access fee discounts.*

<table>
<thead>
<tr>
<th>Monthly Access Fee</th>
<th>$0.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Domestic Anytime Minutes</td>
<td>0</td>
</tr>
<tr>
<td>Per Minute Rate</td>
<td>$0.10</td>
</tr>
<tr>
<td>Domestic Long Distance</td>
<td>Included</td>
</tr>
<tr>
<td>Domestic Night &amp; Weekend Minutes</td>
<td>Unlimited</td>
</tr>
<tr>
<td>Mobile to Mobile Calling Minutes</td>
<td>Unlimited</td>
</tr>
<tr>
<td>Data Sent or Received</td>
<td>$1.99/MB or per data package</td>
</tr>
</tbody>
</table>

**Notes:** This plan includes a home airtime area that is nationwide. Current coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). Verizon Wireless reserves the right to disconnect any non-emergency Subscriber line on this Flat Rate plan that has no usage for three (3) consecutive months, after 60 days prior notice to Customer. The State of Illinois will notify Verizon Wireless of emergency lines activated on this plan. See attached Verizon Wireless Voice and Data Calling Plan Terms and Conditions for important information about calling plans, features and options.

The only Push to Talk Plus feature that can be added to this rate plan is the $10.00 Push To Talk Plus feature.

With the exception of lines on the Department of Central Management Services' accounts, Verizon Wireless reserves the right to limit the number of Government Subscribers Lines on this plan should the customers total number of lines on the plans listed below exceed 35% of the total Government Subscriber Lines on a customer’s profile.

- Custom State of Illinois Government Subscriber Regional Flat Rate,
- Custom State of Illinois Government Subscriber Nationwide Flat Rate,
- Grandfathered - Custom State of Illinois, University, and Joint Purchasing Program Government Subscriber Regional Flat Rate,
- Grandfathered Custom State of Illinois, University, and Joint Purchasing Program Government Subscriber Nationwide Flat Rate

In the event customer exceeds the 35% limit, Verizon Wireless reserves the right to migrate lines to other price plans, in this catalog after 60 days prior notice to Customer.
### Custom State of Illinois Nationwide for Government Calling Plans

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

<table>
<thead>
<tr>
<th>Nationwide for Government Share</th>
<th>0 Minutes Add-a-Line</th>
<th>100 Minutes</th>
<th>200 Minutes</th>
<th>400 Minutes</th>
<th>600 Minutes</th>
<th>1000 Minutes</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>$28.35</td>
<td>$41.52</td>
<td>$53.68</td>
</tr>
<tr>
<td>Monthly Access Fee (Non-share)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monthly Access Fee (Share)</td>
<td>$15.99(^1)</td>
<td>$23.99</td>
<td>$28.69</td>
<td>$30.38</td>
<td>$43.55</td>
<td>$55.70</td>
</tr>
<tr>
<td>Monthly Anytime Voice Minutes</td>
<td>0</td>
<td>100</td>
<td>200</td>
<td>400</td>
<td>600</td>
<td>1000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Friends &amp; Family for Government</td>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Domestic Long Distance</td>
<td>Included</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Domestic Night &amp; Weekend Minutes</td>
<td>Unlimited</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Domestic Mobile to Mobile</td>
<td>Unlimited</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Domestic Voice Overage Rate</td>
<td>$0.25 per minute</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Data Sent or Received</td>
<td>$1.99/MB or per data package(^2)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Domestic Text, Picture and Video</td>
<td>Overage per message: Text $0.02/Outgoing Text $0.10/Pic &amp; Video $0.25</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Messages</td>
<td>100 Included</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Notes: Current coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). See attached Calling Plan and Feature Details for important information about calling plans, features, and options. **1**The $15.99 zero minute plan can only be up to 50% of an accounts total share lines. **2**Smartphones and Data Multimedia Phones require a data package. 4G service requires 4G Equipment and 4G coverage. Voice Share Option: Sharing among voice anytime minutes is available only among Lines active on these plans and the Custom State of Illinois 3G/4G Nationwide Email for Government Calling plans on the same account.

### Custom State of Illinois Nationwide Push to Talk Plus Calling Plan

The State of Illinois Push to Talk Plus Calling Plan is not eligible for Monthly Access Fee discounts.

<table>
<thead>
<tr>
<th>Nationwide Push to Talk Plus (non-share)</th>
<th>Government Subscribers Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly Access Fee</td>
<td>$15.00</td>
</tr>
<tr>
<td>Monthly Anytime Voice Minutes(^1)</td>
<td>Unlimited</td>
</tr>
<tr>
<td>Push to Talk Plus</td>
<td>$1.99/MB or per data package(^2)</td>
</tr>
<tr>
<td>Date Sent or Received</td>
<td></td>
</tr>
</tbody>
</table>

Notes: Current coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). See attached Calling Plan and Feature Details for important information about calling plans, features, and options. Push to Talk Plus terms and conditions apply. **1**Subscribers to the Push to Talk Plus Unlimited Calling Plan cannot place or receive regular cellular wireless calls other than to 611 and 911. (These calls may be placed anywhere in the Nationwide Rate and Coverage Area). If the voice block feature is removed, subscribers will be charged $0.25 per minute for non-Push to Talk Plus voice calls. **2**Smartphones and Multimedia Phones require a data package.
### Voice & Data Calling Plans

#### Custom State of Illinois 3G/4G Flexible Government Plans For Basic & Smartphones

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

<table>
<thead>
<tr>
<th></th>
<th>Basic Phones</th>
<th>Smartphones</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gross Monthly Access Fee</td>
<td>$35.00</td>
<td>$50.00</td>
</tr>
<tr>
<td>Monthly Access Fee discount applied</td>
<td>$27.65</td>
<td>$39.50</td>
</tr>
<tr>
<td>Shared Data Allowance</td>
<td>100 MB</td>
<td>1 GB</td>
</tr>
<tr>
<td>Data Overage Rate</td>
<td>$10.00 per GB</td>
<td></td>
</tr>
<tr>
<td>Mobile Hotspot</td>
<td>N/A</td>
<td>Included</td>
</tr>
<tr>
<td>Monthly Anytime Minutes</td>
<td>Unlimited</td>
<td></td>
</tr>
</tbody>
</table>

**Notes:** Current coverage details and additional plan and feature information can be found at [www.verizonwireless.com](http://www.verizonwireless.com). No domestic roaming or long distance charges. 4G service requires 4G Equipment and 4G coverage. Access to corporate email through Exchange ActiveSync, Lotus Notes Traveler or Good for Enterprise. Corporate email via BlackBerry Enterprise Server (BES) is available for an additional $15.00 per line. Mobile Hotspot is available on all capable devices and allows Government Subscribers to use their device and share data allowance with multiple Wi-Fi enabled devices. Unlimited Messaging from within the United States to anywhere in the world where messaging services are available. For other messaging rates go to [www.verizonwireless.com](http://www.verizonwireless.com).

MobileIron Silver licensing is included on these plans. On-premise installation required and available at an additional cost. See Optional Features/Services for additional details.

---

### Custom State of Illinois 3G/4G Flexible Government Plans For Data Devices

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

<table>
<thead>
<tr>
<th></th>
<th>Connected Devices, Tablets, Netbooks, Notebooks</th>
<th>Connected Devices, Tablets, Netbooks, Notebooks, Jetpacks, USBs, Mobile Broadband Devices</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gross Monthly Access Fee</td>
<td>$20.00</td>
<td>$30.00</td>
</tr>
<tr>
<td>Monthly Access Fee discount applied</td>
<td>$20.00</td>
<td>$27.65</td>
</tr>
<tr>
<td>Shared Data Allowance</td>
<td>1 GB</td>
<td>2 GB</td>
</tr>
<tr>
<td>Data Overage Rate</td>
<td>$10.00 per GB</td>
<td></td>
</tr>
</tbody>
</table>

**Notes:** Current coverage details and additional plan and feature information can be found at [www.verizonwireless.com](http://www.verizonwireless.com). 4G service requires 4G Equipment and 4G coverage. Government subscribers only.

MobileIron Silver licensing is included on these plans. On-premise installation required and available at an additional cost. See Optional Features/Services for additional details.

**Data Sharing:** Lines activated on these plans can only share with other lines on these plans and with lines on the 3G/4G Custom Flexible Government Plans for Data Devices and the 3G/4G Custom Mobile Broadband Government SharePlan For Data Devices. At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. If available, plan changes may be backdated to the beginning of the current billing cycle. However, plan changes may not take effect until the billing cycle following the change request. For details, please refer to the Verizon Wireless Plan and Feature Details.
One Talk Solution: Government Subscribers Only

One Talk is a business telephone system that combines landline and mobile phone capabilities into a fully integrated mobile and office solution providing a single telephone number ("Mobile Data Number/MDN") with the same mobile and landline features.

### Price Plan Type

<table>
<thead>
<tr>
<th>Price Plan Type</th>
<th>Line Level Plans (e.g. Flexible Business Plans)</th>
<th>Account Level Plans (e.g. Verizon Plans, More Everything)</th>
</tr>
</thead>
<tbody>
<tr>
<td>One Talk Primary MDN</td>
<td>Monthly Access</td>
<td>Monthly Access</td>
</tr>
<tr>
<td>One Talk Price Plan (100 MB Data)</td>
<td>$10.00</td>
<td>N/A</td>
</tr>
<tr>
<td>One Talk Feature</td>
<td>$15.00</td>
<td>$15.00</td>
</tr>
<tr>
<td>One Talk Line Access Charge</td>
<td>N/A</td>
<td>$10.00</td>
</tr>
</tbody>
</table>

### Additional Devices

A maximum of up to seven (7) devices can share one (1) MDN as follows: Up to 2 desk phones and up to 5 mobile clients; limit one (1) MDN per Government Subscriber line.

**Primary One Talk MDN Device**
- Desk Phone
- Mobile Client
  - Includes Smartphones and Tablets
- Auto Receptionist/Hunt Group

<table>
<thead>
<tr>
<th>Additional devices per MDN:</th>
<th>Desk Phone</th>
<th>Mobile Client</th>
<th>Auto Receptionist/Hunt Group</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly Access</td>
<td>$0.00</td>
<td>$0.00</td>
<td>N/A</td>
</tr>
<tr>
<td>(excluding Smartphone devices)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>with One Talk Dialer client</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(excluding Smartphone devices)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>with One Talk Dialer client</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Notes: One Talk service is applied to the Verizon Wireless MDN and is available on all of the user's devices. One Talk is not compatible with Fax machines, credit card POS solutions, or Security Systems. 4G LTE Coverage: Similar to Advanced Calling, One Talk calls drop if either party leaves Verizon 4G LTE coverage. When outside of the 4G LTE coverage area and without 3G or WiFi service, the device operates as a standard device (1X calling) with standard voice and SMS messaging capabilities with no One Talk features available to the user. Mobile client is the One Talk client. 1One (1) additional Desk Phone can be added as an additional device per MDN. 2Mobile Client eligible devices (includes devices from other carriers); Smartphones (without One Talk Dialer client), wireless and WiFi tablets; limit five (5) total per MDN (including primary device). Not currently available for Smartphone devices with One Talk Dialer client. Installing the One Talk Mobile client consumes an estimated 15MB of data.

For additional information regarding One Talk please visit: [http://www.verizonwireless.com/onetalk](http://www.verizonwireless.com/onetalk).
### Custom State of Illinois 3G/4G Nationwide Email for Government Calling Plans

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

<table>
<thead>
<tr>
<th>State of Illinois Nationwide for Government</th>
<th>400 Voice Minutes</th>
<th>600 Voice Minutes</th>
<th>1000 Voice Minutes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly Access Fee (non-share)</td>
<td>N/A</td>
<td>$62.99</td>
<td>$73.99</td>
</tr>
<tr>
<td>Monthly Access Fee (share)</td>
<td>$46.99</td>
<td>$63.99</td>
<td>$74.99</td>
</tr>
<tr>
<td>Monthly Anytime Voice Minutes</td>
<td>400</td>
<td>600</td>
<td>1000</td>
</tr>
<tr>
<td>Unlimited Domestic Push To Talk Plus</td>
<td>Included</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Domestic Mobile to Mobile</td>
<td>Unlimited</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Domestic Night &amp; Weekend Minutes</td>
<td>Unlimited</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Domestic Long Distance</td>
<td>Included</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Domestic Data Allowance</td>
<td>Unlimited*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mobile Hotspot</td>
<td>$10.00 per line</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Domestic Text (SMS) and Multimedia (MMS) Messages</td>
<td>Unlimited</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Notes:** Current coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). See attached Calling Plan and Feature Details for important information about calling plans, features and options. Friends & Family eligibility varies on selected calling plan.

MobileIron Silver licensing is included on these plans. On-premise Installation required and available at an additional cost. See Optional Features/Services for additional details.

*Should 5 to 25 GB of data usage be reached in any given billing cycle on any line, Verizon Wireless will limit the data throughput speeds for all additional usage for the remainder of the then-current bill cycle for the line that exceeds the data usage.

### Custom State of Illinois Government Subscriber Smartphone Calling Plan

The calling plan below reflects the Monthly Access Fee discount. No additional discounts apply.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Discounted Monthly Access Fee</td>
<td>$35.99</td>
</tr>
<tr>
<td>Domestic MB Allowance</td>
<td>Unlimited*</td>
</tr>
<tr>
<td>Home Airtime/Min. Rate</td>
<td>$0.12</td>
</tr>
<tr>
<td>Mobile to Mobile Calling</td>
<td>Unlimited</td>
</tr>
<tr>
<td>Domestic Text Messages</td>
<td>Unlimited</td>
</tr>
<tr>
<td>Domestic Long Distance</td>
<td>Included</td>
</tr>
<tr>
<td>Overage Rate Per KB</td>
<td>n/a</td>
</tr>
</tbody>
</table>

**Notes:** Current coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). See attached Calling Plan and Feature Details for important information about calling plans, features and options. Friends & Family eligibility varies on selected calling plan.

MobileIron Silver licensing is included on these plans. On-premise Installation required and available at an additional cost. See Optional Features/Services for additional details.

*Should 5 to 25 GB of data usage be reached in any given billing cycle on any line, Verizon Wireless will limit the data throughput speeds for all additional usage for the remainder of the then-current bill cycle for the line that exceeds the data usage.
Domestic MB Allowance Unlimited
Domestic Mobile Hotspot $10.00 per line

Notes: Current coverage details and additional plan and feature information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 4G, 3G and 3G Extended networks.

This feature requires a voice calling plan.

*Should 5 to 25 GB of data usage be reached in any given billing cycle on any line, Verizon Wireless will limit the data throughput speeds for all additional usage for the remainder of the then-current bill cycle for the line that exceeds the data usage.

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Custom State of Illinois 3G/4G Smartphone Feature for Government Subscribers
The feature below reflects the monthly access fee discount. No additional discounts apply.

Includes Wireless Sync or BlackBerry Solution compatible with Microsoft Outlook, Lotus Notes, POP3, and IMAP email accounts.

<table>
<thead>
<tr>
<th>Monthly Access Fee</th>
<th>$35.54</th>
</tr>
</thead>
<tbody>
<tr>
<td>Domestic MB Allowance</td>
<td>Unlimited*</td>
</tr>
<tr>
<td>Domestic Mobile Hotspot</td>
<td>$10.00 per line</td>
</tr>
</tbody>
</table>

Notes: Current coverage details and additional plan and feature information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 4G, 3G and 3G Extended networks.

This feature requires a voice calling plan.

*Should 5 to 25 GB of data usage be reached in any given billing cycle on any line, Verizon Wireless will limit the data throughput speeds for all additional usage for the remainder of the then-current bill cycle for the line that exceeds the data usage.
### International (Global) Plans

#### Custom State of Illinois 3G/4G Nationwide International Email for Government Calling Plans

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

<table>
<thead>
<tr>
<th>State of Illinois Nationwide for Government</th>
<th>400 Voice Minutes</th>
<th>500 Voice Minutes</th>
<th>1000 Voice Minutes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly Access Fee (share)</td>
<td>$71.24</td>
<td>$83.43</td>
<td>$94.68</td>
</tr>
<tr>
<td>Monthly Anytime Voice Minutes</td>
<td>400</td>
<td></td>
<td>1000</td>
</tr>
<tr>
<td>Unlimited Domestic Push To Talk Plus</td>
<td>Included¹</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unlimited Domestic Mobile to Mobile</td>
<td>Unlimited</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unlimited Domestic Night &amp; Weekend Minutes</td>
<td>Unlimited</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unlimited Domestic Long Distance</td>
<td>Included</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unlimited Domestic Data Allowance</td>
<td>Unlimited*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unlimited International Data Allowance²</td>
<td>Unlimited</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unlimited Domestic Messaging</td>
<td>Unlimited</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Notes:** Current coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). The Unlimited Data allowance applies in the United States, Canada, Mexico, and the rest of the world where coverage is available. See attached Calling Plan and Feature Details for important information about calling plans, features and options. These plans are not eligible for discounts on month to month activations. Friends & Family eligibility varies on selected calling plan. Mobile Hotspot is not available with this plan.

²In the event that any subscriber exceeds more than 500 MBs of international travel data usage for three consecutive monthly billing cycles, Verizon Wireless reserves the right, upon 60 days written notice, to terminate these plans for such subscribers. Subscriber lines removed from this plan will be placed on the currently offered generally available international travel feature.

²In the event that any subscriber exceeds more than 500 MBs of international travel data usage for three consecutive monthly billing cycles, Verizon Wireless reserves the right, upon 60 days written notice, to terminate this feature for such subscribers. Subscriber lines removed from this feature will be placed on the currently offered generally available international travel feature.

### Custom State of Illinois 3G/4G International Email Feature - Global Smartphones

(includes Wireless Sync or BlackBerry Solution compatible with Microsoft Outlook, Lotus Notes, POP3, and IMAP email accounts)

The calling feature below reflect the monthly access fee discount. No additional discounts apply.

<table>
<thead>
<tr>
<th>Monthly Access Fee</th>
<th>$51.34</th>
</tr>
</thead>
<tbody>
<tr>
<td>International Data Allowance¹</td>
<td>Unlimited</td>
</tr>
<tr>
<td>Domestic Data Allowance</td>
<td>Unlimited*</td>
</tr>
<tr>
<td>International Voice</td>
<td>Global Phone, and roaming rates for calls made while traveling internationally</td>
</tr>
</tbody>
</table>

**Notes:** Current coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). See attached Calling Plan and Feature Details for important information about calling plans, features and options. Requires State of Illinois Custom 3G/4G Nationwide Email for Government Calling Plans. For optional features, the underlying calling plan determines the rates for voice airtime, and domestic long distance. Data access is always available on Smartphone devices. A data plan or feature is always required to use a BlackBerry device. These plans are not eligible for discounts on month to month activations. Mobile Hotspot is not available with this feature.

³In the event that any subscriber exceeds more than 500 MBs of international travel data usage for three consecutive monthly billing cycles, Verizon Wireless reserves the right, upon 60 days written notice, to terminate this feature for such subscribers. Subscriber lines removed from this feature will be placed on the currently offered generally available international travel feature.

*Should 5 to 25 GB of data usage be reached in any given billing cycle on any line, Verizon Wireless will limit the data throughput speeds for all additional usage for the remainder of the then-current bill cycle for the line that exceeds the data usage.
### Mobile Broadband Plans

#### Custom State of Illinois Mobile Broadband Data Plans

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

**Mobile Broadband Pricing for Tablets, Netbooks, 4G LTE Modems, 3G & 4G LTE Dedicated Mobile Hotspots**

<table>
<thead>
<tr>
<th>Monthly Access Fee</th>
<th>Domestic Monthly Data Allowance</th>
<th>Domestic Per Minute Rate</th>
<th>Domestic Long Distance</th>
</tr>
</thead>
<tbody>
<tr>
<td>$35.99</td>
<td>Unlimited</td>
<td>$0.25 per minute</td>
<td>Included</td>
</tr>
</tbody>
</table>

**Notes:** Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. 4G and 3G Mobile Broadband coverage details can be found at www.verizonwireless.com. 4G service requires 4G equipment and 4G coverage. Per Minute Rate applies to voice calls and other non-NationalAccess data usage in the United States.

*Should 5 to 25 GB of data usage be reached in any given billing cycle on any line, Verizon Wireless will limit the data throughput speeds for all additional usage for the remainder of the then-current bill cycle for the line that exceeds the data usage.*

MobileIron Silver licensing is included on these plans. On-premise installation required and available at an additional cost. See Optional Features/Services for additional details.

#### Custom State of Illinois Mobile Broadband Data Plans

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

**Mobile Broadband Pricing for Tablets, Netbooks, 4G LTE Modems, 3G & 4G LTE Dedicated Mobile Hotspots**

<table>
<thead>
<tr>
<th>Monthly Access Fee</th>
<th>Domestic Monthly Data Allowance</th>
<th>Domestic Per Minute Rate</th>
<th>Domestic Long Distance</th>
</tr>
</thead>
<tbody>
<tr>
<td>$19.75</td>
<td>20 MB</td>
<td>$0.25 Per MB</td>
<td>$0.10 Per MB</td>
</tr>
</tbody>
</table>

**Notes:** Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. 4G and 3G Mobile Broadband coverage details can be found at www.verizonwireless.com. 4G service requires 4G equipment and 4G coverage. Per Minute Rate applies to voice calls and other non-NationalAccess data usage in the United States.

MobileIron Silver licensing is included on these plans. On-premise installation required and available at an additional cost. See Optional Features/Services for additional details.

#### Public Sector Mobile Broadband Share Plans: Government Subscribers Only

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

**Public Sector Mobile Broadband**

<table>
<thead>
<tr>
<th>Public Sector Mobile Broadband</th>
<th>5 Gigabytes</th>
<th>10 Gigabytes</th>
<th>20 Gigabytes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shared Domestic Data Allowance</td>
<td>5GB</td>
<td>10GB</td>
<td>20GB</td>
</tr>
<tr>
<td>Overage Per Gigabyte</td>
<td>$8.00 Per Gigabyte</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:** This plan is available for domestic data only devices, on the Verizon Wireless network only. See attached Calling Plan and Feature Details for important information about calling plans, features and options. **Data Sharing:** At the end of each billing cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Plan changes may not take effect until the billing cycle following the change request. Current NationalAccess and Mobile Broadband coverage details can be found at www.verizonwireless.com. New activations on these service plans require 4G LTE devices. Existing customers transitioning to one of these service plans are able to utilize existing 3G devices. The 5GB, 10GB, and 20GB Public Sector Mobile Broadband Plans are able to share only with each other. For details, please refer to Verizon Wireless Plan and Feature Details.
### Custom State of Illinois 3G/4G Mobile Broadband Government Share Plan For Data Devices

This Plan is **NOT** eligible for monthly access fee discount.

**Connected Devices, Tablets, Netbooks, Notebooks, Jetpacks, USEs, Mobile Broadband Devices**

<table>
<thead>
<tr>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly Access Fee</td>
<td>$25.00</td>
</tr>
<tr>
<td>Shared Data Allowance</td>
<td>2 GB</td>
</tr>
<tr>
<td>Data Overage Rate</td>
<td>$10.00 per GB</td>
</tr>
</tbody>
</table>

**Notes:** Current coverage details and additional plan and feature information can be found at [www.verizonwireless.com](http://www.verizonwireless.com). 4G service requires 4G Equipment and 4G coverage. Government subscribers only. See attached Calling Plan and Feature Details for important information about calling plans, features and options.

MobileIron Silver licensing is included on this plan. On-premise Installation required and available at an additional cost. See Optional Features/Services for additional details. **Data Sharing:** Lines activated on these plans can only share with other lines on these plans and with lines on the 3G/4G Custom Flexible Government Plans for Basic and Smartphones & 3G/4G Custom Flexible Government Plans for Data Devices. At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. If available, plan changes may be backdated to the beginning of the current billing cycle. However, plan changes may not take effect until the billing cycle following the change request. For details, please refer to the Verizon Wireless Plan and Feature Details.
Optional Features/Services

Enterprise Messaging

Please note that these plans are being offered as Open Market.
Contingent upon execution of a Blanket Purchase Agreement between the parties.

Enterprise Messaging is Not eligible for monthly access fee discounts

<table>
<thead>
<tr>
<th>Messaging Allowance</th>
<th>Enterprise Messaging Monthly Access (standard text messaging rates apply for Recipient)</th>
<th>Per Message After Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>100,000</td>
<td>$200.00</td>
<td>$0.02</td>
</tr>
<tr>
<td>Unlimited</td>
<td>$500.00</td>
<td>N/A</td>
</tr>
<tr>
<td>Public Safety Unlimited</td>
<td>$0.00 <em>(For Public Safety/First Responders Only as defined below)</em></td>
<td>N/A</td>
</tr>
</tbody>
</table>

*The $0.00 Monthly Access Unlimited plan is only available to Public Safety/First Responders classified with the following NAICS (formerly SIC) Codes:

- 621910 Ambulance Services
- 922110 Courts
- 922120 Police Protection
- 922130 Legal Counsel and Prosecution
- 922140 Correctional Institutions
- 922150 Parole Offices and Probation Offices
- 922160 Fire Protection
- 922190 Other Justice, Public Order, and Safety Activities
- 928110 National Security
- 921150 Parole Offices and Probation Offices

1. ENTERPRISE MESSAGING: In order to protect our network and safeguard subscriber privacy from unsolicited (spam) or objectionable text messaging, Verizon Wireless employs protective measures, including aggregate message volume limits, content filtering and speed of service limitations on publicly accessible Internet messaging gateways. Verizon Wireless Enterprise Messaging service allows enterprise accounts to send aggregate text messages to other Verizon Wireless subscribers while reducing potential delays related to these protective measures.

2. REQUIREMENTS AND RESTRICTIONS: Enterprise Messaging is available for a monthly access fee for which Verizon Wireless will provide a Pilot Mobile Phone (described below) and provide access to the Enterprise Messaging Access Gateway (EMAG) online portal to set-up and manage the service. Enterprise Messaging can be used to send messages to Verizon Wireless subscribers and to subscribers on most domestic wireless carriers (inter-carrier messaging requires additional provisioning and is subject to message size and reporting limitations. Experience by carrier and region may cause the experience to vary). Customer agrees that it will send messages only to subscribers that have opted in to receive its messages by: a) establishing an opt-in process that effectively captures each subscriber’s consent to receive Customer’s messages, informs subscribers of the nature and scope of Customer’s messaging campaigns and any financial obligations (“Standard Messaging Charges Apply”) associated with the messaging; b) maintaining opt-in records for a minimum of 6 months from the date of a subscriber’s opt-in consent; and c) immediately complying with subscriber opt-out requests such as STOP, END, CANCEL, UNSUBSCRIBE or QUIT in compliance with Mobile Marketing Association (MMA) guidelines (www.mmaglobal.com). Customer can use compatible, properly configured SMPP, WCTP, XML, TAP, SMPP and SMTP messaging protocols, for which it is solely responsible for maintaining facilities to monitor its messaging operations, or the EMAG portal, to send up to fifteen text messages per second to subscribers. Provision of the EMAG service does not obligate Verizon Wireless to support variations of these protocols, whether those variations are optional within the published protocols or authorized or unauthorized variations to the published protocols.

Customer agrees that: a) its messaging will comply with applicable industry guidelines (e.g. MMA’s Best Practices and CTIA’s Wireless Content Guidelines) and Verizon Wireless content (www.verizon.com/contentpolicy) standards as they may updated from time to time; b) it will not send messages containing executable files or links to other content or premium or similar messages that require a subscription or surcharge; c) it will not install, deploy, or use any hardware, firmware, software or other technology or technique to circumvent Verizon Wireless’ messaging network operations protections except as granted under this agreement; and d) it will not send any objectionable material via Enterprise Messaging or advertise, promote, distribute or use objectionable material in connection with Enterprise Messaging (for purposes of this agreement, objectionable material includes, but is not limited to material that: (i) is prohibited by any applicable law, rule or regulation, (ii) contains anything that is obscene or indecent or anything with strong sexual, explicit or erotic themes or that links to such content, (iii) contains hate speech; (iv) contains excessive violence; (v) contains extreme profanity; (vi) contains misleading or fraudulent claims, or (vii) promotes or glorifies alcohol abuse, illegal drug use or use of tobacco products). Consistent with prevailing standards in other content distribution mediums, content in this category that does not satisfy the above may be distributed if included in the context of artistic, educational, medical, news, scientific or sports material. Customer agrees that its use of Enterprise Messaging will comply with any applicable local, state, national and international laws and regulations.

3. LIMITATIONS: Wireless phones use radio transmissions which by their nature do not permit the delivery of text messages when the wireless phone is not in range of one of our transmission sites or a transmission site of another company that has agreed to carry our customer’s calls, or if there is insufficient network capacity available to handle the message at that moment. Even within a coverage area, there are many factors that might interfere with the delivery of text messages, including the subscriber’s equipment, terrain, proximity to buildings, foliage, and weather. Verizon Wireless also does not own or control all of the various facilities and communications lines between Customer’s site and Verizon Wireless Enterprise Messaging access point. Due to these natural and technological limitations and the limitation in the number of messages that can be sent (up to fifteen per second), ENTERPRISE MESSAGING SHOULD NOT BE USED AS THE SOLE MEANS TO SEND MESSAGES THAT CONTAIN INFORMATION THAT IS ESSENTIAL TO THE PROTECTION OF LIFE OR PROPERTY, OR IS MISSION ESSENTIAL OR CRITICAL IN OTHER WAYS.

4. CUSTOMER’S ENTERPRISE MESSAGING CONTACT: Customer agrees to provide contact information including a phone number and email address to Verizon Wireless of an Enterprise Messaging contact or contacts, who shall be available during business hours and any other time period that Customer utilizes Enterprise Messaging for the purpose of assisting to resolve service matters and trouble shooting. Customer must provide
written notice of changes to contact information fourteen days prior.

5. PILOT MOBILE PHONE: Verizon Wireless shall provide Customer with one pilot mobile phone at no charge to manage password setup and resets. Customer should safeguard the pilot mobile phone in case password resets are needed as Verizon Wireless must rely on regular mail delivery of password resets if the phone is not available (password resets cannot be given over the phone or sent via email). This pilot mobile phone will not be capable of making any voice calls. Customer shall promptly notify Verizon Wireless if the phone is lost, damaged or stolen and Verizon Wireless reserves the right to charge Customer for replacement phones.

6. TERMINATION OF SERVICE: VERIZON WIRELESS CAN, WITHOUT NOTICE, LIMIT, SUSPEND, OR CANCEL CUSTOMER'S ACCESS TO OR USE OF THE ENTERPRISE MESSAGING SERVICE OR EMAG IF CUSTOMER VIOLATES THE RESTRICTIONS OF THIS AGREEMENT OR FOR GOOD CAUSE which shall include, but is not be limited to: (a) breaching this Agreement or the Customer's Non-Government Agreement; (b) spamming or other abusive messaging; (c) using Enterprise Messaging in a way that adversely affects our network, our customers, or other customers; (d) allowing anyone to tamper with messaging applications in a manner contrary to this Agreement; (e) any governmental body of competent jurisdiction suspends or terminates your service or institutes a requirement, ruling or regulation that conflicts with this Agreement; or (f) operational or other governmental reasons.

7. DISCLAIMER AND LIMITATION OF LIABILITY: CUSTOMER AGREES THAT ENTERPRISE MESSAGING AND EMAG IS PROVIDED ON AN "AS IS" BASIS AND CUSTOMER'S USE OF ENTERPRISE MESSAGING AND EMAG IS ITS SOLE RESPONSIBILITY. VERIZON WIRELESS (AND ITS OFFICERS, EMPLOYEES, PARENTS, SUBSIDIARIES AND AFFILIATES), ITS THIRD PARTY LICENSORS, PROVIDERS VENDORS AND SUPPLIERS, DISCLAIM ANY AND ALL WARRANTIES FOR ENTERPRISE MESSAGING, EMAG OR TEXT MESSAGE DELIVERY, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, NONINTERFERENCE, AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF TRADE, OR ARISING UNDER STATUTE. VERIZON WIRELESS DOES NOT WARRANT THAT ENTERPRISE MESSAGING OR EMAG WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, OR LOSS OF CONTENT, DATA, OR INFORMATION. VERIZON WIRELESS SHALL NOT BE LIABLE FOR ANY FAILURE TO PROVIDE ENTERPRISE MESSAGING AND MAKES NO GUARANTEE THAT ANY TEXT MESSAGE WILL BE DELIVERED. NEITHER PARTY, NOR ITS AGENTS OR VENDORS, SHALL BE LIABLE TO THE OTHER PARTY, ITS EMPLOYEES, AGENTS OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

8. NO RESELLING: Customer cannot resell Enterprise Messaging services or allow third parties to use Enterprise Messaging or access EMAG without prior written permission from Verizon Wireless.

9. SUBJECT TO CUSTOMER'S GOVERNMENT AGREEMENT: These terms supplement Local Government Agreement as it relates to Enterprise Messaging and EMAG and the terms of such Agreement, are applicable to Customer's use of Enterprise Messaging and EMAG.
# Calling Plan Optional Features

**State of Illinois Government Subscribers Only**

## Push to Talk Plus

<table>
<thead>
<tr>
<th>Optional Feature Access Fee</th>
<th>Included Messages</th>
<th>Overage Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0.99</td>
<td>100</td>
<td>$0.10 per message/per address</td>
</tr>
<tr>
<td>$1.99</td>
<td>300</td>
<td>$0.10 per message/per address</td>
</tr>
<tr>
<td>$10.00</td>
<td>1000</td>
<td>$0.10 per message/per address</td>
</tr>
<tr>
<td>$12.00</td>
<td>Unlimited</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Pay as You Go Text Messaging offered at the prevailing rate currently $0.02 per inbound and $0.10 per outbound message per address and $0.25 for picture/video messages.

## Text, Picture, & Video Messaging

<table>
<thead>
<tr>
<th>Optional Feature Access Fee</th>
<th>Included Messages</th>
<th>Overage Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0.99</td>
<td>100</td>
<td>$0.10 per message/per address</td>
</tr>
<tr>
<td>$1.99</td>
<td>300</td>
<td>$0.10 per message/per address</td>
</tr>
<tr>
<td>$10.00</td>
<td>1000</td>
<td>$0.10 per message/per address</td>
</tr>
<tr>
<td>$12.00</td>
<td>Unlimited</td>
<td>N/A</td>
</tr>
</tbody>
</table>

## VZNavigator

<table>
<thead>
<tr>
<th>Device Type</th>
<th>Monthly</th>
<th>Daily</th>
</tr>
</thead>
<tbody>
<tr>
<td>Smartphone/Tablet</td>
<td>$4.99</td>
<td>$0.99</td>
</tr>
<tr>
<td>Basic</td>
<td>$9.99</td>
<td>$0.99</td>
</tr>
</tbody>
</table>

Please see your Verizon Wireless Government Account Manager or visit www.verizonwireless.com for information.

## International Roaming

### Global Phone

<table>
<thead>
<tr>
<th>Service</th>
<th>Included</th>
</tr>
</thead>
<tbody>
<tr>
<td>Main Office Connection(^1)</td>
<td></td>
</tr>
<tr>
<td>iPhone Voice Virtual Voice Mail(^5)</td>
<td></td>
</tr>
<tr>
<td>Voice Mail to Text for iPhone(^4)</td>
<td></td>
</tr>
<tr>
<td>Basic Virtual Voice Mail(^4)</td>
<td>$0.00</td>
</tr>
<tr>
<td>Premium Virtual Voice Mail(^5)</td>
<td>$0.00</td>
</tr>
<tr>
<td>Mobile Hotspot(^6)</td>
<td>$10.00</td>
</tr>
<tr>
<td>Detailed Billing</td>
<td>No Charge</td>
</tr>
</tbody>
</table>

### Verizon Wireless International Long Distance Value Plan

$5.00 plus applicable airtime and long distance charges

Optional Feature rates and packages are subject to change. Other Optional Features may be available please see your Verizon Wireless Government Account Manager or visit www.verizonwireless.com for information. \(^1\)The Push to Talk Plus Feature is available when combined with any calling plan with a monthly access fee of $19.99 or higher. \(^2\)Not eligible for any monthly access fee discounts. \(^3\)Government Subscribers to State of Illinois Calling Plans can choose Mobile to Office Connection. With this feature, airtime charges to the Main Office Connection numbers (Springfield 217-524-4400 and Chicago 312-814-4400) will deduct from the mobile to mobile calling minutes. The Mobile to Office Connection numbers are predetermined, cannot be modified, and are only available to State of Illinois government liable subscribers. Please note that Voice Mail services may change with 30 days prior notice. \(^4\)Data usage will apply. \(^5\)Mobile Hotspot is only available on eligible plans as noted above.
Wireless Priority Service (WPS) Access

<table>
<thead>
<tr>
<th>Feature</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>WPS Access Feature Initiation Fee</td>
<td>$0.00</td>
</tr>
<tr>
<td>WPS Access Monthly Access Charge</td>
<td>$0.00</td>
</tr>
<tr>
<td>WPS Access Per Minute Charge</td>
<td>$0.75</td>
</tr>
</tbody>
</table>

WPS is subject to the terms and conditions of the resulting agreement and calling plan. A WPS Access function on a limited portion of the Verizon Wireless owned and operated 800/1900 MHz network, and is available only to individuals authorized by the Office of the Manager of the National Communications System (NCS). WPS Access provides end users with the ability to be placed into a queue for the next available wireless voice channel ahead of end users not subscribing to WPS Access. Verizon Wireless makes no assurances regarding waiting times associated with WPS, nor can Verizon Wireless ensure that WPS Access calls will be connected. The WPS Access charges, including the $0.75/minute charge, are all in addition to the charges associated with your Verizon Wireless calling plan. Please contact your Verizon Wireless Government Account Manager for complete details on WPS Access.

Verizon Mobile Device Management (MDM): Government Subscribers Only

<table>
<thead>
<tr>
<th>Feature</th>
<th>Access Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Enterprise Firmware Over the Air (FOTA) Management</td>
<td>$0.00</td>
</tr>
<tr>
<td>Device Diagnostics</td>
<td>$0.99/device per month</td>
</tr>
<tr>
<td>Broadband Hotspot Management</td>
<td>$1.49/device per month</td>
</tr>
<tr>
<td>Verizon Software Management</td>
<td>$0.10/device per month OR Event-based pricing of $6 per device per update</td>
</tr>
</tbody>
</table>

Notes: See attached Verizon Wireless Plan and Feature Details for important information about calling plans, features and options. MDM supports select devices and operating systems and may require installation of a software agent. MDM features are billed separately; however, all supported options will appear and cannot be blocked.

Verizon Wireless Field Force Manager

The Field Force Manager Pricing below reflects the monthly access charge discount. No additional discounts apply.

<table>
<thead>
<tr>
<th>Feature</th>
<th>Feature Phone</th>
<th>Smartphone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly Access Charge - Limited</td>
<td>$19.99 per user</td>
<td>$15.00 per user</td>
</tr>
<tr>
<td>Monthly Access Charge - Basic</td>
<td>$23.66 per user</td>
<td>$20.00 per user</td>
</tr>
<tr>
<td>Monthly Access Charge - Pro</td>
<td>$39.49 per user</td>
<td>$23.70 per user</td>
</tr>
<tr>
<td>Push to Talk Plus/FFM Basic Bundle</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

NOTE: Optional Features may be added onto an eligible calling plan with a monthly access fee of $34.99 or higher. May not be available on all devices. By purchasing the Field Force Manager feature Customer consents to the tracking of Field Force Manager Equipment and must obtain authorized consent to tracking from all users and affected persons. No guarantee of accuracy of information transmitted, disclosed, displayed or otherwise conveyed or used. Service could be interrupted or disrupted due to atmospheric conditions, inaccurate ephemeris data and other factors associated with use of satellites and satellite data. Airtime for Field Force Manager service is included in the Monthly Fee and its use is subject to the Unlimited VZAccess feature details. Requires 2 MB of data for application download.
## MobileIron Enterprise Mobility Management License Fees and Installation Services

### On-Premise (Core)

A discount has been applied. MobileIron Licenses and Installation services are not eligible for any further discounts.

<table>
<thead>
<tr>
<th>License Type</th>
<th>SKU</th>
<th>Monthly Cost</th>
<th>SKU</th>
<th>One-time Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Silver (with Sentry)</td>
<td>MobileIron Core (on-premise) EMM Silver Bundle per Device SKU: MICore Silver Annual Per Device</td>
<td>$3.00</td>
<td>MICore Silver Installation MI-PS-DEPLOY1</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>Gold</td>
<td>MobileIron Core (on-premise) EMM Gold Bundle per Device SKU: MICore Gold Annual Per Device</td>
<td>$4.50</td>
<td>MICore Gold Installation MI-PS-DEPLOY2</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>Platinum</td>
<td>MobileIron Core (on-premise) EMM Platinum Bundle per Device SKU: MICore Platinum Annual Per Device</td>
<td>$5.63</td>
<td>MICore Platinum Installation MI-PS-DEPLOY3</td>
<td>$8,000.00</td>
</tr>
</tbody>
</table>

Note. Customer must choose one License Type, selection cannot be mixed and/or matched. 1A minimum of 500 MobileIron licenses are required for On-Premise (Core) Installation. 2On-premise (Core) Installation is packaged as easy-to-install software or hardware. Pricing above applies to the installation of up to 5,000 MobileIron licenses. If Customer installation requires more than 5,000 MobileIron licenses, MobileIron Premium Implementation Services apply which provides advisory services and an implementation engineer at a cost of $25,000.00. Alternatively, Customer may use its own installation services.

## MobileIron Enterprise Mobility Management: Government Subscribers

### On-Premise Managed Service Features

All features are available on both On-premise and Cloud managed installations, included features are determined by MobileIron License Type

<table>
<thead>
<tr>
<th>Feature</th>
<th>Functionality</th>
<th>Included Features by License</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apple DEP</td>
<td>Supports Apple DEP (for iOS devices)</td>
<td>☑</td>
</tr>
<tr>
<td>Android for Work</td>
<td>Supports AFW (on AFW enabled devices)</td>
<td>☑</td>
</tr>
<tr>
<td>Samsung KNOX</td>
<td>Integrates with Samsung KNOX (KNOX sold separately)</td>
<td>☑</td>
</tr>
<tr>
<td>Email Access</td>
<td>Secure Active Sync (all bundles)</td>
<td>☑</td>
</tr>
<tr>
<td>Secure Enterprise Gateway</td>
<td>In-line gateway that manages, encrypts, and secures traffic between the mobile device and back-end enterprise systems. (Requires user setup/installation)</td>
<td>☑</td>
</tr>
<tr>
<td>Apps@Work</td>
<td>Enterprise App Store Basic Container</td>
<td>☑</td>
</tr>
<tr>
<td>Content Catalog</td>
<td>Secure Doc catalog and publishing (basic content repository)</td>
<td>25 files 2MB each</td>
</tr>
<tr>
<td>Docs@Work</td>
<td>Access, annotate and share documents from email, and on-premise management repositories</td>
<td>50 files 25MB each</td>
</tr>
<tr>
<td>AppConnect</td>
<td>Containerization of Application at Rest App wrapping AppConnect ecosystem (3rd Party applications already compatible with Mobile Iron container)</td>
<td>☑</td>
</tr>
<tr>
<td>Web@Work</td>
<td>Secure Browser Secure data in motion No VPN required</td>
<td>☑</td>
</tr>
<tr>
<td>Tunnel</td>
<td>IOS per App VPN native functionality</td>
<td>☑</td>
</tr>
<tr>
<td>Help@Work</td>
<td>Customizable app that enables screen sharing on device for trouble shooting for internal customer trouble shooting</td>
<td>☑</td>
</tr>
<tr>
<td>Identity@Work</td>
<td>MobileIron’s ability to proxy Kerberos allows iOS devices that are not on the corporate network to use iOS 7 SSO without needing to expose the Kerberos Key Distribution Center (KDC)</td>
<td>☑</td>
</tr>
</tbody>
</table>

---

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<table>
<thead>
<tr>
<th>Service Connect Integrations</th>
<th>ServiceNow integration to streamline IT workflows</th>
</tr>
</thead>
</table>

**Notes.** Customer may purchase MobileIron, Inc. ("MobileIron") licenses and services ("MobileIron Services"), to be billed by Verizon Wireless, at the prices listed below. Verizon Wireless is not the licensor of the MobileIron Services and makes no representations or warranties whatsoever, either express or implied, with respect to them. MobileIron Services are manufactured by MobileIron, Inc. Any license for MobileIron Services must be obtained directly from MobileIron either upon purchase or installation of the MobileIron Services. MobileIron Services are subject to MobileIron’s terms and conditions which are attached to the State Contract as Exhibit 7. Verizon Wireless will direct MobileIron to fulfill Customer’s MobileIron Services order. Customer support for MobileIron Services must be obtained directly from MobileIron, Inc. If Verizon Wireless in its sole discretion determines that an inquiry from a subscriber is related to MobileIron Services and is not one concerning Equipment or Wireless Service, it may transfer the service request to appropriate MobileIron representatives.
# Networkfleet Service Options for the State of Illinois

A separate agreement must be executed between the State of Illinois and Verizon Networkfleet for the products and services it will provide.

The Service Options below have been discounted. No additional discounts apply.

This pricing is assumes a minimum order commitment of no less than six thousand (6,000) Networkfleet devices.

<table>
<thead>
<tr>
<th>Service Options</th>
<th>Purchase Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>5200-GPS Only</td>
<td>$17.00</td>
</tr>
<tr>
<td>5500-Diagnostics + GPS</td>
<td>$18.95</td>
</tr>
<tr>
<td>H6100 Expressfleet</td>
<td>$13.86</td>
</tr>
<tr>
<td>AssetGuard BX Non-Powered Asset Tracking</td>
<td>$13.00</td>
</tr>
<tr>
<td>Connect</td>
<td>$2.95</td>
</tr>
<tr>
<td>CUR 1 Minute</td>
<td>$4.00</td>
</tr>
<tr>
<td>CUR 45 Seconds</td>
<td>$6.00</td>
</tr>
<tr>
<td>CUR 30 Seconds</td>
<td>$8.00</td>
</tr>
<tr>
<td>CUR 15 Seconds</td>
<td>$12.00</td>
</tr>
<tr>
<td>Satellite</td>
<td>$34.95</td>
</tr>
<tr>
<td>Data Services</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Notes: Only one Hardware tier and one Service tier per Customer Account. Must be on a 12 month service agreement. Applicable taxes are not included in the above pricing. Any applicable taxes will be applied to the billing invoice. Additional terms & conditions apply to Networkfleet Service that are subject to review by end user government agencies.

# Networkfleet Device/Hardware Options for State of Illinois

The Devices/Hardware Options below have been discounted. No additional discounts apply.

<table>
<thead>
<tr>
<th>Device/Hardware Options</th>
<th>Purchase Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>5200-GPS Only</td>
<td>$90.00</td>
</tr>
<tr>
<td>5500-Diagnostics + GPS</td>
<td>$80.00</td>
</tr>
<tr>
<td>109H12V-5100 Expressfleet</td>
<td>$55.00</td>
</tr>
<tr>
<td>AssetGuard BX Non-Powered Asset Tracking</td>
<td>$150.00</td>
</tr>
</tbody>
</table>

Notes: Only one Hardware tier and one Service tier per Customer Account. Must be on a 12 month service agreement. Applicable taxes are not included in the above pricing. Any applicable taxes will be applied to the billing invoice.

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Accessory</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>A-PEM001</td>
<td>PEM Port Expansion Module</td>
<td>$140.00</td>
</tr>
<tr>
<td>A-SAT001</td>
<td>Satellite Modem</td>
<td>$550.00</td>
</tr>
<tr>
<td>KIT-SAT</td>
<td>Satellite Kit (includes one modem, antenna &amp; harness)</td>
<td>$650.00</td>
</tr>
<tr>
<td>PARTS030</td>
<td>Reinstallation Kit</td>
<td>$3.00</td>
</tr>
<tr>
<td>PARTS031</td>
<td>Tamper Resistant Zip Ties (100 per pack)</td>
<td>$30.00</td>
</tr>
<tr>
<td>PARTS032</td>
<td>Combination Antenna A (standard)</td>
<td>$30.00</td>
</tr>
<tr>
<td>PARTS037</td>
<td>AT-1400 Replacement Battery</td>
<td>$45.00</td>
</tr>
<tr>
<td>PARTS039</td>
<td>AT-1400 Bracket</td>
<td>$20.00</td>
</tr>
<tr>
<td>PARTS040</td>
<td>Window-Mount GPS Antenna Module (5500/5200)</td>
<td>$35.00</td>
</tr>
<tr>
<td>PARTS041</td>
<td>Sensor Input Harness (5500/5200)</td>
<td>$10.00</td>
</tr>
<tr>
<td>PARTS042</td>
<td>OBD-II Adapter Kit only including Core Connector &amp; 8 Adapters (5500/5200)</td>
<td>$20.00</td>
</tr>
<tr>
<td>PARTS043</td>
<td>6-pin Heavy Duty Harness (5500/5200)</td>
<td>$30.23</td>
</tr>
<tr>
<td>PARTS044</td>
<td>9-pin Heavy Duty Harness with Square Flange (5500/5200)</td>
<td>$30.23</td>
</tr>
<tr>
<td>PARTS045</td>
<td>9-pin Heavy Duty Harness with &quot;D&quot; Mount (5500/5200)</td>
<td>$30.23</td>
</tr>
<tr>
<td>PARTS046</td>
<td>Universal Harness (5200)</td>
<td>$9.57</td>
</tr>
<tr>
<td>PARTS047</td>
<td>Light Duty Harness plus OBD-II Adapter Kit (5500/5200)</td>
<td>$30.23</td>
</tr>
<tr>
<td>PARTS049</td>
<td>Alternate Power Adaptor</td>
<td>$20.00</td>
</tr>
<tr>
<td>PARTS053</td>
<td>Garmin FMI 45 Cable with Traffic for Connect</td>
<td>$145.95</td>
</tr>
<tr>
<td>PARTS054</td>
<td>Garmin FMI Modified Cable</td>
<td>$55.00</td>
</tr>
<tr>
<td>PARTS057</td>
<td>Pelican Micro Case for 5200 w/ 15’ Universal Harness</td>
<td>$74.95</td>
</tr>
<tr>
<td>PARTS059</td>
<td>Quick Install Harness</td>
<td>$9.57</td>
</tr>
<tr>
<td>PARTS060</td>
<td>Driver ID Reader</td>
<td>$15.00</td>
</tr>
<tr>
<td>PARTS061</td>
<td>Driver ID Key</td>
<td>$3.60</td>
</tr>
<tr>
<td>PARTS062</td>
<td>Driver ID Reader Adapter</td>
<td>$30.00</td>
</tr>
<tr>
<td>PARTS063</td>
<td>Satellite Antenna</td>
<td>$50.00</td>
</tr>
<tr>
<td>PARTS064</td>
<td>Satellite Harness</td>
<td>$50.00</td>
</tr>
<tr>
<td>PARTS065</td>
<td>Asset Guard BX Replacement Battery (1)</td>
<td>$75.00</td>
</tr>
<tr>
<td>Item Number</td>
<td>Description</td>
<td>Pricing (per unit)</td>
</tr>
<tr>
<td>-------------</td>
<td>-------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>I-INSTALL-AG</td>
<td>Add-On to Base Installation (AssetGuard BX)</td>
<td>$65.00</td>
</tr>
<tr>
<td>I-INSTALL-BTE</td>
<td>Add-On to Base Installation (Bluetooth)</td>
<td>$35.00</td>
</tr>
<tr>
<td>I-INSTALL-DID</td>
<td>Add-On to Base Installation (Driver ID)</td>
<td>$35.00</td>
</tr>
<tr>
<td>I-INSTALL-FMI</td>
<td>Add-On to Base Installation (Garmin)</td>
<td>$35.00</td>
</tr>
<tr>
<td>I-INSTALL-PEM</td>
<td>Add-On to Base Installation (Port Expansion Module)</td>
<td>$35.00</td>
</tr>
<tr>
<td>I-INSTALL-PMC</td>
<td>Add-On to Base Installation (Pelican Micro Case)</td>
<td>$35.00</td>
</tr>
<tr>
<td>I-INSTALL-SAT</td>
<td>Add-On to Base Installation (Satellite)</td>
<td>$35.00</td>
</tr>
<tr>
<td>I-INSTALL-SENSOR</td>
<td>Add-On to Base Installation (Sensor). Sensor install is $65</td>
<td>$65.00</td>
</tr>
<tr>
<td>I-INSTALL-UNIT</td>
<td>Base Installation - Plug/Play or 3 Wire (*see note)</td>
<td>$65.00</td>
</tr>
<tr>
<td>I-SWAP-UNIT</td>
<td>Device Swap</td>
<td>$65.00</td>
</tr>
<tr>
<td>I-TRANSFER-UNIT</td>
<td>Device Transfer</td>
<td>$65.00</td>
</tr>
<tr>
<td>I-TROUBLESHOOT-UNIT</td>
<td>Troubleshoot; PER TRIP</td>
<td>$65.00</td>
</tr>
<tr>
<td>TRAINING-FULL</td>
<td>Full Day Installation Training</td>
<td>$300.00</td>
</tr>
<tr>
<td>TRAINING-HALF</td>
<td>½ Day Installation Training</td>
<td>$150.00</td>
</tr>
</tbody>
</table>

Notes: Asset Guard BX Magnet Mount Kit includes CalAmp 133561 hardware and lanyard & CalAmp 1M101-MMC25 magnets (set of 4).
Machine to Machine Plans

### Mobile Broadband Machine to Machine (M2M) Share Group 1 Plans - Low Usage

The data plans below reflect the monthly access fee discount. No additional discounts apply.

<table>
<thead>
<tr>
<th>Mobile Broadband Machine-to-Machine Plans</th>
<th>1 Megabyte</th>
<th>5 Megabytes</th>
<th>25 Megabytes</th>
<th>50 Megabytes</th>
<th>150 Megabytes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Domestic Shared Data Allowance Per Month</td>
<td>1 MB</td>
<td>5 MB</td>
<td>25 MB</td>
<td>50 MB</td>
<td>150 MB</td>
</tr>
<tr>
<td>Monthly Access Fee</td>
<td>$5.00</td>
<td>$7.00</td>
<td>$10.00</td>
<td>$15.00</td>
<td>$18.00</td>
</tr>
<tr>
<td>Overage Rate Per Megabyte</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$1.00</td>
</tr>
</tbody>
</table>

### Mobile Broadband Machine to Machine (M2M) Share Group 2 Plans - High Usage

The data plans below reflect the monthly access fee discount. No additional discounts apply.

<table>
<thead>
<tr>
<th>Mobile Broadband Machine-to-Machine Plans</th>
<th>250 Megabytes</th>
<th>1 Gigabyte</th>
<th>5 Gigabytes</th>
<th>10 Gigabytes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Domestic Data Allowance Per Month</td>
<td>250 MB</td>
<td>1 GB</td>
<td>5 GB</td>
<td>10 GB</td>
</tr>
<tr>
<td>Monthly Access Fee</td>
<td>$20.00</td>
<td>$25.00</td>
<td>$39.50</td>
<td>$63.20</td>
</tr>
<tr>
<td>Overage Rate Per Megabyte</td>
<td>$0.015</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Notes:** Machine to Machine coverage includes the Verizon Wireless 4G, 3G and 3G Extended networks. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Government Subscribers may supply their own authenticated Equipment (CPE) approved by Verizon Wireless to be activated on these plans. Netbook, Smartphone, and Tablet devices are not eligible for Mobile Broadband M2M pricing. 4G service requires 4G Telemetry equipment and 4G coverage. All terms and conditions of the Agreement apply to M2M service and M2M Lines as a Wireless Service.

**Data Sharing:** Sharing among M2M Lines is available only among M2M Lines active on plans in the same sharing tier. At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Plan changes may not take effect until the billing cycle following the change request. For details, please refer to the Verizon Wireless Plan and Feature Details.

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### Public Sector Mobile Broadband Machine to Machine (M2M) Share Plans: Government Subscribers Only

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

<table>
<thead>
<tr>
<th>Public Sector Mobile Broadband</th>
<th>5 Gigabytes</th>
<th>10 Gigabytes</th>
<th>20 Gigabytes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shared Domestic Data Allowance</td>
<td>5GB</td>
<td>10GB</td>
<td>20GB</td>
</tr>
<tr>
<td>Overage Per Gigabyte</td>
<td>$8.00 Per Gigabyte</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:** This plan is available for domestic data only devices on the Verizon Wireless network only. See attached Calling Plan and Feature Details for important information about calling plans, features and options. **Data Sharing:** At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Plan changes may not take effect until the billing cycle following the change request. Current NationalAccess and Mobile Broadband coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). New activations on these service plans require 4G LTE devices. Netbook, Smartphone, and Tablet devices are not eligible for Mobile Broadband M2M pricing. Existing customer transitioning to one of these service plans are able to utilize existing 3G devices. The 5GB, 10GB, and 20GB Public Sector Mobile Broadband Machine to Machine Plans are able to share only with each other. For details, please refer to the Verizon Wireless Plan and Feature Details.
### Private Network/Dynamic Mobile Network Routing (DMNR)/Service Based Access (SBA)

#### Static IP - Isolated Pool w/Fixed End System (FES) [Internet Restricted]

The Account Set-Up Fees below reflect any applicable discount. No additional discounts apply.

<table>
<thead>
<tr>
<th>Configuration</th>
<th>Mobile Broadband and NationalAccess plans or features only</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Account FES Connect Set-Up (One time fee)</td>
<td>$1500.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Configuration</th>
<th>Private Network Only</th>
<th>Private Network with DMNR</th>
<th>Private Network with SBA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Account Level Set-Up (One time fee)</td>
<td>Waived</td>
<td>$250.00</td>
<td>$250.00</td>
</tr>
</tbody>
</table>

| DMNR or SBA (Per build) | $250.00 (Adding to existing Private Network Only) |

Public Safety Subscribers Account Set-Up: Verizon Wireless will waive all account set-up fees including the $1500.00 connection fee, $500.00 Account Set-up Fee and the DMNR for new Public Safety builds classified with the following NAICS (formerly SIC) Codes only.

- 621910 Ambulance Services
- 922110 Courts
- 922120 Police Protection
- 922130 Legal Counsel and Prosecution
- 922140 Correctional Institutions
- 922150 Parole Offices and Probation Offices
- 922160 Fire Protection
- 922190 Other Justice, Public Order, and Safety Activities
- 926110 National Security
- 922180 Public Safety Activities

Note: Set-Up fees apply to new Private Network/DMNR/SBA builds (Verizon Home Agent Portal (VHAP)). This applies to New Private Networks built as Standard, Parent or Child. Subscribers that are placed into this pool will be limited to utilizing the Verizon Wireless Network for transport to and from their FES connections to the Verizon Wireless Network. Static IP addresses will be available on remote access, Mobile Broadband and Unlimited National Access plans or features only. Fees may not apply in certain VPN environments. Fees are per account level (regardless of the number of IPs ordered) selecting Static IP, and may apply in addition to $1500.00 Connect Fee in certain configurations. Does not include MPLS.

**Static IP:** The $500.00 Static IP address fee is waived. Static IP addresses will be available on remote access, Mobile Broadband and National Access plans or features only. Static IP addresses may be reserved and should be assigned to the mobile numbers within 90 days. De-activated Static IP addresses will go into an “aging pool” for 24 hours. After 24 hours, these Static IP addresses will be returned to reserved status for the account. Reserved Static IP addresses will be shown at the account level and can be viewed from the billing system. Feature activations will be stored in the “data warehouse” database along with the Static IP Address for reporting. A Static IP address is associated with the device’s MDN (Mobile Dialing Number). Each time the subscriber initiates a data session the Static IP address that is associated with their MDN is assigned to their device for each session. Subscribers completing an ESN (Electronic Serial Number) change will retain their Static IP address.

Eligible 3G/4G data service: Mobile Broadband, Mobile Broadband Wireless Router, Telemetry (M2M), Wireless Email, or usage-based Megabyte pricing.

DMNR and SBA are optional features that can co-exist on a Customer's Private Network profile.
GRANDFATHERED PRICING

The following rate plans have been grandfathered for future service activations. Any existing customer on one of these grandfathered rate plans may remain on the service plan.

**GRANDFATHERED: Custom State of Illinois, University, and Joint Purchasing Program**

**Government Subscriber**

**Regional Flat Rate**

The State of Illinois Regional Flat Rate Calling Plan is not eligible for Monthly Access Fee discounts.

<table>
<thead>
<tr>
<th>Monthly Access Fee</th>
<th>General Airtime Allowance</th>
<th>Per Minute Rate</th>
<th>Nationwide Roaming Rate (includes Long Distance)</th>
<th>Verizon Wireless Long Distance</th>
<th>Home Calling Area*</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0.00</td>
<td>0</td>
<td>$0.06</td>
<td>$0.50</td>
<td>Included for Domestic</td>
<td>State of Illinois</td>
</tr>
</tbody>
</table>

Note: *This plan includes a home airtime rate and coverage area that encompasses the State of Illinois only. Please see State of Illinois map for more information. Upon 30 days notice, Verizon Wireless reserves the right to disconnect any non-emergency Government Subscriber line on this Flat Rate plan that has no usage for 3 consecutive months. The State of Illinois will notify Verizon Wireless of emergency lines activated on this plan. See attached Verizon Wireless Voice and Data Calling Plan Terms and Conditions for important information about calling plans, features and options. Megabytes sent or received (including advertising) will be aggregated each month, rounded up to the next full megabyte, and billed at $1.99/MB. *Data sent or received using Mobile Web (including advertising), Media Center, and other applications will be aggregated at the end of each month, rounded up to the nearest whole megabyte, and billed at $1.99 per megabyte. The only Push to Talk Plus feature that can be added to this rate plan is the $10.00 Push To Talk Plus feature. Qualifying data features $24.99 or higher will receive a discount of 21% off the monthly access for the data feature for Government Subscribers. Please note: Grandfathered Pricing does not apply to CMS government subscribers lines that have migrated to the current pricing under this contract.

**GRANDFATHERED: Custom State of Illinois, University, and Joint Purchasing Program**

**Government Subscriber**

**Nationwide Flat Rate**

The State of Illinois Nationwide Flat Rate Calling Plan is not eligible for Monthly Access Fee discounts.

<table>
<thead>
<tr>
<th>Monthly Access Fee</th>
<th>Anytime Minutes</th>
<th>Per Minute Rate*</th>
<th>Domestic Long Distance</th>
<th>Mobile to Mobile Calling Minutes</th>
<th>Night and Weekend Minutes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Government Subscribers - $9.00</td>
<td>0</td>
<td>$0.06</td>
<td>Included</td>
<td>Unlimited</td>
<td>Unlimited</td>
</tr>
</tbody>
</table>

Notes: This plan includes a home airtime rate and coverage area that is nationwide. Please see the Nationwide map below. See attached Verizon Wireless Voice and Data Calling Plan Terms and Conditions for important information about calling plans, features and options. Megabytes sent or received (including advertising) will be aggregated each month, rounded up to the next full megabyte, and billed at $1.99/ MB. *Data sent or received using Mobile Web (including advertising), Media Center and other applications will be aggregated at the end of each month, rounded up to the nearest whole megabyte, and billed at $1.99 per megabyte. $5.00 Push To Talk Plus feature may be added to rate plan. Qualifying data features $24.99 or higher will receive a discount of 21% off the monthly access for the data feature for Government Subscribers.
Please note: Backdating is recommended when the customer has exceeded the existing plan/feature allowance or wants the benefit of the new allowance in the current billing cycle. System logic restricts backdating in the following scenarios: moving down in Plan/feature access charges; changing from a data plan to a voice plan; or if the plan is not available on the first day of the bill cycle, as may be the case with a new pricing launch. Under these scenarios, changes are either processed on demand or with future dating.

Anytime Minutes: Anytime Minutes apply when making or receiving calls from a calling plan’s rate and coverage area. Coverage information is available at www.verizonwireless.com. Airtime is rounded up to the next full minute. Allowance minutes/Megabytes are not transferable except as may be available on plans with sharing. In order to gain access to coverage in newly expanding markets, subscribers must periodically dial **228 to update roaming information from voice or Smartphone devices; from the VZAccess Manager, go into “Options” and click “Activation,” while in the National Enhanced Services Rate and Coverage Area every three months. This may alter the rate and coverage area. Automatic roaming may not be available in all areas and rates may vary. Roaming charges may be delayed to a later bill.

Long Distance: Unlimited domestic long distance is included when calling from the plan’s rate and coverage area, unless otherwise specified in the plan.

Unlimited Messaging: Unlimited messaging is included with the certain plans and is available in the National Enhanced Services rate and coverage area in the United States. Messaging applies when sending and receiving (i) text, picture and video messages to and from Verizon Wireless and Non-Verizon Wireless customers in the United States, (ii) Text, picture, and video messages sent via email, (iii) Instant messages, and (iv) Text messages with customers of wireless carriers in Canada, Mexico, Puerto Rico, and the U.S. Virgin Islands. Messaging is subject to Text, Picture, and Video Messaging Terms and conditions. Premium messages are not included.

Friends & Family: Calls directed to and received from an account’s listed Friends & Family numbers shall not use Monthly Anytime Voice Minutes. For Nationwide for Business plans with 900 minutes or more or 450 minute calling plan, incoming voice calls will go directly to voice mail. Contact list cannot be modified from certain Equipment. Subscriber cannot prevent others who have the Subscriber’s MTN from entering the MTN into their Push to Talk contact list. Only one person can speak at a time during a Push to Talk Plus call. In-Call Talker Override (Talker Priority) allows a pre-determined user priority to take the floor to communicate urgent message over participant. Push to Talk Plus services cannot be used for (i) access to the Internet, intranets or other data networks, except as the device’s native applications & capabilities permit, (ii) any applications that tether Equipment to laptops, personal computers or other devices for any purpose. Please visit our website www.verizonwireless.com for additional Push to Talk Plus information.

International Eligibility: International Eligibility requires a minimum payment history and credit approval; a contract term and security deposit may also be required. Failure to maintain these requirements may result in suspension of International Eligibility without notice. You can remove International Eligibility at any time by calling Customer Service. You are responsible for any unauthorized use of your SIM Card and will safeguard security codes. Upon termination of service, destroy your SIM Card. See verizonwireless.com/global for details.

International Long Distance: You need International Eligibility to make international calls to most countries, but you can make calls to some North American destinations without it. Additional surcharges may apply when calling certain countries; see verizonwireless.com/global for details.
Distance rates apply in addition to airtime charges per your Plan on calls made from the Verizon Wireless network. Rates and service availability may vary when your phone's banner displays "Extended Network." Value Plan rates apply only on calls to Value Plan Countries made from your Plan's Rate and Coverage Area. If a subscriber's Plan's Rate and Coverage Area includes calls to any Value Plan country, those calls will be billed per the Plan. Except when roaming on another carrier's network, in which case that carrier's rates, taxes and surcharges apply. For Value Plan subscribers, calls made from the Verizon Wireless network to countries not included in the Value Plan will be billed at standard International Long Distance rates. Additional surcharges may apply when calling certain destinations, see www.verizonwireless.com/international for details.

International Roaming: Some services, such as premium text messaging, directory assistance, entertainment lines and third-party services, may be available, and charges for these services will be billed (along with applicable toll charges) in addition to roaming rates. Message-waiting-indicator service is not available where Text Messaging is not available. When using Global Phone, or Global Data services, or if you subscribe to a Nationwide Plus Canada or Nationwide Plus Mexico Plan, and you're roaming near country borders, calls may be carried by a call site located in a neighboring country and billed at that country's rates. Verizon Wireless will terminate your service for good cause, upon 30 days written notice, if less than half of your voice or data usage over three consecutive billing cycles on the Verizon Wireless National Enhanced Services Rate and Coverage Area. See verizonwireless.com/global for rates and destinations, which are subject to change without notice. International Eligibility required for GSM roaming in many destinations. Rates, terms and conditions apply only when roaming on participating GSM networks in published destinations. Availability of service, calling features, and Text messaging varies by country and network and may be restricted without notice. You must add International Eligibility to your account to roam in many destinations. Visit verizonwireless.com/narooming. By using Equipment outside the United States, subscriber is solely responsible for complying with all applicable foreign laws, rules and regulations ("Foreign Laws"), including Foreign Laws regarding use of wireless phones while driving and use of wireless camera phones. Verizon Wireless is not liable for any damages that may result from subscriber's failure to comply with Foreign Laws.

Roaming in GSM countries: GSM Global Phone, activated in the United States with compatible Subscriber Identity Module (SIM) card required. Rates, terms and conditions apply only when roaming on participating GSM networks in published Global Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. See www.verizonwireless.com for coverage and airtime rates. Service in certain countries may be blocked without prior notice. Where Text messaging is available, Customer will be charged $0.50 for each message sent and $0.05 for each message received. Text messaging rates are subject to change. Text messages may be sent only to MTNs of (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Check www.vtext.com for the most current list of participating foreign carriers.

Data Services: Verizon Wireless charges you for all data and content sent or received using our network (including any network overhead and Internet Protocol overhead associated with content sent or received), as well as resolution of Internet Protocol addresses from domain names. Sending or receiving data using a virtual private network (VPN) involves additional VPN overhead for which you will be charged. Please note that certain applications or widgets periodically send and receive data in the background, without any action by the user, and you will be billed for such data use. Applications may automatically re-initialize data sessions without your pressing or clicking the SEND or connect button. Data sessions automatically terminate after 24 hours. A data session is inactive when no data is being transferred. Data sessions may seem inactive while data is actively being transferred, or may seem active when the data is actually cached and data is not being transferred. If you have a Data Only plan and use voice service, domestic voice calls will be billed at $0.25/minute.

Verizon Wireless is implementing optimization and transcoding technologies in our network to transmit data files in a more efficient manner to allow available network capacity to benefit the greatest number of users. These techniques include caching less data, using less capacity, and sizing the video more appropriately for the device. The optimization process is agnostic to the content itself and to the website that provides it. While Verizon Wireless invests much effort to avoid changing text, image, and video files in the compression process, and while any change to the file is likely to be indiscernible, the optimization process may minimally impact the appearance of the file as displayed on your device. For a further, more detailed explanation of these techniques, please visit verizonwireless.com/optimization.

Verizon Wireless strives to provide customers with the best experience when using our network, a shared resource among tens of millions of customers. To further this objective, Verizon Wireless has implemented Network Optimization Practices designed to ensure that the overwhelming majority of data customers aren't negatively impacted by the inordinate data consumption of a few users. For a further more detailed explanation of these techniques please visit www.verizonwireless.com/networkoptimization. Data transfer amounts will vary based on application. If you download an audio or video file, the file may be downloaded in sections or in its entirety; data charges will apply to the portion downloaded, regardless of whether you listen to or watch all of it. You may access and monitor your own data usage during a particular billing period, including during the Return Period, by accessing My Verizon online or by contacting Customer Service.

Data Services: Permitted Uses: You can use Verizon Wireless Data Services for accessing the Internet and for such uses as: (i) Internet browsing; (ii) email; (iii) Internet access (including accessing corporate intranets, email and individual productivity applications made available by your company); (iv) uploading, downloading and streaming of audio, video and games; and (v) Voice over Internet Protocol (VoIP).

Data Services: Prohibited Uses. You may not use our Data Services for illegal purposes or purposes that infringe upon others' intellectual property rights, or in a manner that interferes with other users' service, that violates trade and economic sanctions and prohibitions as promulgated by the Departments of Commerce, Treasury or any other U.S. government agency, that interferes with networks that have the ability to fairly allocate capacity among users, or that otherwise degrades service quality for other users. Examples of prohibited usage include: (i) server devices or host computer applications that are broadcast to multiple servers or recipients such that they could enable "bots" or similar routines (as set forth in more detail below) or otherwise denigrate network capacity or functionality; (ii) "auto-responders," "cancel-bots," or similar automated or manual routines that generate amounts of net traffic that could disrupt net user groups or e-mail use by others; (iii) generating "spam" or unsolicited commercial or bulk e-mail (or activities that facilitate the dissemination of such e-mail); (iv) any activity that adversely affects the ability of other users or systems to use either Verizon Wireless' services or the Internet-based resources of others, including the generation of "denial of service," malware, or "denial of service" attacks; (v) accessing or attempting to access without authority, the information, accounts or devices of others, or to penetrate, or attempt to penetrate Verizon Wireless' or another entity's network or systems; or (vi) running software or other devices that maintain continuous active Internet connections when a computer's connection would otherwise be idle or "any keep alive" functions, unless they adhere to Verizon Wireless' requirements for such usage, which may be changed from time to time.

Verizon Wireless further reserves the right to take measures to protect our network and other users from harm, compromised capacity or degradation in performance. These measures may impact your service, and Verizon Wireless reserves the right to deny, modify or terminate service, with or without notice, to anyone Verizon Wireless believes is using Data Services in a manner that adversely impacts the Verizon Wireless network. Verizon Wireless may monitor your compliance, or other subscribers' compliance, with these terms and conditions, but Verizon Wireless will not monitor the content of the communications except as otherwise expressly permitted or required by law. [Seeverizonwireless.com/privacy]

Unlimited Data Plans and Features (such as NationalAccess, BroadbandAccess and certain VZEmail services) may ONLY be used with wireless devices for the following purposes: (i) Internet browsing; (ii) email; and (iii) Internet access (including access to corporate intranets, email, and individual productivity applications like customer relationship management, sales force, and field service automation). The Unlimited Data Plans and Features MAY NOT be used for any other purpose. Examples of prohibited uses include,
without limitation, the following: (i) continuous uploading, downloading or streaming of audio or video programming or games; (ii) server devices or host computer applications, including, but not limited to, Web cameras or broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer (P2P) file sharing; (i) as a substitute for or backup private lines or dedicated data connections. This means, by example only, that checking email, surfing the Internet, downloading legally acquired songs, and/or visiting corporate intranets is permitted, but downloading movies using P2P file sharing services and/or redirecting television signals for viewing on laptops is prohibited.

For individual use only and not for resale. We will protect our network from harm, which may impact legitimate data flows. We will limit throughout or amount of data transferred exceeding 5 to 25 GB to 200 Kbps up and 200 Kbps down in a given billing cycle, and reserve the right to deny or terminate service, with 30 days notice, to anyone we believe is using an Unlimited Data Plan or Feature in any manner prohibited above or whose usage adversely impacts our network or service levels. Anyone using more than 5 to 25 GB per line in a given month is presumed to be using the service in a manner prohibited above, and we will limit data throughput speeds for all additional usage on that line for the remainder of that billing cycle. We also reserve the right to terminate service upon 60 days notification to the customer.

Unlimited VZAccess and VZEmail: NationalAccess, BroadbandAccess, and GlobalAccess data sessions may be used for the following purposes: (i) Internet browsing, (ii) e-mail, and (iii) intranet access (including access to corporate intranets, e-mail and individual application services). Internet data usage with NationalAccess service, excluding, but not limited to, Web camera posts or broadcasts, automatic data feeds, Voice over IP (VoIP), and/or peer-to-peer (P2P) file sharing. Unlimited VZAccess and VZEmail services cannot be used for i) uploading, downloading or streaming of movies, music or games, (ii) with server devices or host computer applications, otherwise than applications required for BlackBerry or Wireless Sync service, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, Voice over IP (VoIP), and/or peer-to-peer (P2P) file sharing or (iii) as a substitute or backup for private lines or dedicated data connections. Additionally, Unlimited VZEmail services cannot be used for, (i) access to the Internet, intranets or other data networks, except as the Equipment's native applications and capabilities permit, or (ii) for any applications that tether Equipment to laptops or personal computers other than for use of the Wireless Sync or BlackBerry Solutions.

M2M Data Plan Terms and Conditions

A data session is inactive when no data is being transferred, and may seem inactive while data is actually being transferred to a device, or seems active when actually cached and not transferring data. Customer must maintain virus protection when accessing the service and is responsible for all data sent and received including “overhead” (data that is in addition to user-transmitted data, including control, operational and routing instructions, error-checking characters as well as retransmissions of user-data messages that are received in error) whether or not such data is actually received. Verizon Wireless will not be liable for problems receiving Service that result from Customer’s device.

Megabyte (MB) Data Plans: M2M data usage is rounded to next full kilobyte at end of each billing cycle. Any unused portion of the megabyte allowance is lost. Equipment will not indicate kilobyte usage.

NationalAccess Roaming Feature: Not for use with Mobile Office Kits. Dynamic IP addresses will be assigned when roaming. Usage rounded up to next full kilobyte. For information on where NationalAccess Roaming is available, see www.verizonwireless.com.

Data Roaming: In the Canadian Broadband and Canadian Enhanced Services Rate and Coverage Areas, usage will be charged at a rate of $0.002/KB or $2.05/MB. In the Mexican Enhanced Services Rate and Coverage Area, usage will be charged at a rate of $0.005/KB or $5.12/MB. In other available countries, usage will be billed at a rate of $0.02/KB or $20.48/MB. International Eligibility is needed to roam in many destinations. Current coverage details, and list of Other Available Countries can be found at www.verizonwireless.com/international.

Global Data Optional Features: Global PC Card required for international use. Global PC Cards will work in the United States and Canada and Global Data Optional Features subscribers must have a NationalAccess or Mobile Broadband PC card for domestic use. The domestic and Global PC Cards cannot be used at the same time. Prior to leaving the United States, subscribers must install Global Data Optional Features VZAccess Manager™ and run the OTA wizard. Global Data Optional Features subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Verizon Wireless reserves the right to terminate the service of any subscriber whose total usage is less than half on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles.

Global Email SIM Cards: SIM Cards are available for use with your Global PC Card, Global Smartphone, or Global Phone. Verizon Wireless is not responsible for any unauthorized use of subscriber's SIM Card and subscriber must safeguard security codes. Placing your GlobalEmail SIM in any other non Blackberry or Smartphone device could result in additional charges or termination of service. Upon termination of service, subscriber must destroy SIM Card.

M2M Data Plan Share Options

Share Options: Sharing is available only among Government Subscribers on applicable M2M Low Usage and High Usage calling plans. Account Share: Customer may activate up to 15 share groups per account. Sharing is available only among M2M Lines on the Mobile Broadband M2M Account Share Plans on the same billing account, in the same usage group (Low Usage and High Usage plans cannot share with each other). Unused KBs will be distributed to M2M Lines with an overage on an as needed basis to M2M Lines on the same billing account that have exceeded their KB allowance during the same monthly billing period. At the end of each billing cycle any unused KBs allowances will be applied to the overages of other M2M Lines on the same account beginning with the line with the lowest overage need until depleted. Customers subscribing to Mobile Broadband M2M Account Share Plans will be billed on separate billing accounts and invoices from Subscribers to the Mobile Broadband M2M Account Share Plans. Multi-Account Share: Customer may activate one (1) share group per profile (Low Usage and High Usage plans cannot share with each other); however, customer may have multiple share groups on the same profile. Sharing is available only among M2M Lines on the Mobile Broadband M2M Multi-Account Share Plans on the same profile, in the same usage group. Each sharing M2M Line unused KBs will pass to other sharing M2M Lines that have exceeded their data allowance during the same monthly billing period. Unused KBs will be distributed proportionately as a ratio of the KBs needed by each applicable M2M Line to the total KBs needed by all sharing M2M Lines on the same profile. Customers subscribing to Mobile Broadband M2M Profile Share Plans will be billed on separate billing accounts and invoices from Subscribers to the Mobile Broadband M2M Account Share Plans.

Note: A profile is defined as a Customer’s overarching account of record under which Customer may have multiple billing accounts.
Networkfleet Terms and Conditions

The terms and conditions govern the purchase and use by Customer ("Customer" or "You") pursuant to Verizon Wireless' Contract CMS693372P with the State of Illinois for Networkfleet products and services set forth below (hereinafter referred to as the "Agreement" or the "Terms and Conditions"). If you do not agree to these Terms and Conditions, you may not order Networkfleet products or services.

1. DEFINITIONS. In these Terms and Conditions, the following terms, when capitalized, shall have the meaning set forth below:

"Customer Website Pages" means the web pages on the Networkfleet Website designated by Networkfleet for use by Customer.

"Devices" means the Networkfleet wireless device(s) identified on an accepted order.

"Networkfleet Services" means the services ordered hereunder, but not limited to: (a) collection of diagnostic and/or location information from a Vehicle; (b) any proprietary data feed or elements thereof or any APIs provided by Networkfleet; (c) analysis, delivery and posting of Vehicle information to the Networkfleet Website; (d) notification to Customer and/or a designated third party by e-mail of certain events or Vehicle information; (e) Customer access and usage of Customer Website Pages; and (f) Device installation services.

"Networkfleet Website" means the Networkfleet website currently located at www.networkfleet.com.

"Network Fleet" is a wholly owned subsidiary of Verizon Communications, Inc, and an affiliate of Cellco Partnership, d/b/a Verizon Wireless which is the "Contractor" under the State of Illinois Contract.

"Service Partners" means the entities that Verizon Wireless works with, from time to time, to provide the Networkfleet Services, including, but not limited to, installers, website operators, mapping data providers and licensors.

"Vehicle" means any vehicle equipment equipped with a Device and owned or under the control of Customer.

2. NETWORKFLEET LICENSE. During the time that Customer is entitled to receive Networkfleet Services hereunder, the Customer shall have a non-exclusive, non-transferable license to (i) use the Networkfleet Services in the United States and such other countries as may be approved by Verizon Wireless in writing, (ii) access and use the Customer Website Pages, and (iii) use the firmware and software included in the Devices, solely for use in connection with the Networkfleet Services, and as provided in these Terms and Conditions. Redistribution or resale of this information by the Customer is prohibited without prior written consent.

3. INSTALLATION SERVICES. If Verizon Wireless accepts an order for Device installation services, such services may be performed by Service Partners who will install the Device at a mutually agreed location, in accordance with Networkfleet's Installation Policy, located at http://info.networkfleet.com/rs/networkfleet/images/Installation_Policy.pdf, as it may be amended from time to time, which is available at the Networkfleet Website. Customer acknowledges and agrees that installation of the Device may involve drilling holes, rewiring and other similar alterations to the Vehicle and that Verizon Wireless is not obligated to restore the Vehicle after removal of the Device.

4. CUSTOMER OBLIGATIONS. Customer shall limit its use of the Devices, Networkfleet Services, Networkfleet Website, and Customer Website Pages to its intended purposes and shall comply, and cause its employees and agents to comply with any applicable laws and regulations and with Networkfleet's Website Acceptable Use Policy, Privacy Policy and all other policies that Networkfleet may establish from time to time, which are, or will be available, on the Networkfleet Website. Customer shall inform its drivers of Vehicles that such Vehicle has been enabled for Networkfleet Services and that the Networkfleet Services include the collection of data points associated with the Vehicle's location and manner of operation.

5. LIMITED WARRANTY. (a) Verizon Wireless warrants to Customer that a Device purchased hereunder (other than an Asset Tracker device) will be free from defects in material and workmanship that prevent the Device from functioning in accordance with its specifications for a period of three (3) years following the initial activation of a Device. The period may be extended through the same period of time as the Customer has continuously paid for Networkfleet Services for the Device; (b) Verizon Wireless warrants to Customer that an Asset Tracker device which has been purchased new from Networkfleet by Customer will be free from defects in material and workmanship that prevent it from functioning in accordance with its specifications for a period of three (3) years from initial activation, excluding the battery. (c) Verizon Wireless warrants to Customer that all accessories that are purchased new from Networkfleet by Customer will be free from defects in material and workmanship that prevent them from functioning in accordance with their specifications for a period of one (1) year from the date of shipment; (d) Verizon Wireless warrants to Customer that installation services will be free from defects in workmanship for a period of one (1) year following completion of such services. Verizon Wireless warrants that extended warranty installation services will be free from defects in workmanship for a period of one (1) year following completion of such services. The period may be extended through the same period of time as the Customer has continuously paid for such extended warranty installation service. (e) Warranty claims must be made by notifying Verizon Wireless in writing promptly after Customer learns of the facts supporting a warranty claim, as specified in Networkfleet's then-current applicable warranty policy. The warranty policy can be found at http://info.networkfleet.com/rs/networkfleet/images/Warranty.pdf. Verizon Wireless will, at its discretion, either repair or replace any non-complying Device with a Device of equivalent functionality, and if applicable, remedy any defects in installation of the Device. (f) THE REMEDIES IN THIS SECTION ARE THE SOLE OBLIGATIONS AND REMEDY FOR BREACH OF ANY WARRANTY.

6. EXCLUSIONS. The Limited does not cover repair, replacement or correction of any defect, damage or malfunctions caused by: (i) failure to properly install the Devices as described in the Networkfleet installation guides (if installation is not performed by Networkfleet); (ii) accident, negligence, theft, vandalism, operator error, misuse or acts of Nature; (iii) failure of the facilities Customer uses to access the Networkfleet Website or to conform to Networkfleet specifications; (iv) modifications, attachments, repairs or unauthorized parts replacements performed by Customer or any third party not authorized by Networkfleet; or (v) use by Customer of hardware or software not provided or approved by Networkfleet. Customer will be responsible for the cost of Support Services provided by Networkfleet caused by any of the foregoing.

7. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 5, VERIZON WIRELESS MAKES NO WARRANTY OR GUARANTEE OF ANY KIND WITH RESPECT TO THE DEVICES AND THE NETWORKFLEET SERVICES. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, VERIZON WIRELESS DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING,
8. LIMITATION OF LIABILITY. (a) NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS OR LOST DATA, EVEN IF THAT PARTY IS INFORMED THAT THOSE DAMAGES MAY OCCUR. EXCEPT FOR VERIZON'S INDEMNIFICATION OBLIGATIONS IN THE STATE CONTRACT AND DAMAGE TO PERSONS AND PROPERTY, VERIZON WIRELESS' CUMULATIVE LIABILITY UNDER ANY LEGAL THEORY SHALL NOT EXCEED THE AMOUNT PAID TO VERIZON WIRELESS. (b) WITHOUT LIMITING THE FOREGOING, VERIZON WIRELESS AND THE SERVICE PARTNERS ARE NOT RESPONSIBLE FOR LIABILITIES OF ANY KIND RESULTING FROM DELAYS IN DELIVERY, INSTALLATION OR PROVIDING NETWORKFLEET SERVICES OR OTHER SERVICES. REGARDLESS OF THE CAUSE OF THE DELAY, CUSTOMER UNDERSTANDS AND AGREES THAT VERIZON WIRELESS SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND RESULTING FROM AN ALLEGED OR ACTUAL LACK OF SECURITY RELATING TO CUSTOMER'S USE OF THE NETWORKFLEET SERVICES. (c) CUSTOMER UNDERSTANDS AND AGREES THAT: (i) THE DEVICE IS A WIRELESS DEVICE AND THAT WIRELESS COMMUNICATIONS NETWORKS ARE USED TO CONNECT THE DEVICES WITH NETWORKFLEET'S DATA CENTER AND BY USING GPS (GLOBAL POSITIONING SYSTEM) TO DETERMINE A VEHICLE'S LOCATION; (ii) THE NETWORKFLEET SERVICES WILL NOT OPERATE UNLESS A VEHICLE IS IN AN AREA THAT HAS ADEQUATE WIRELESS COMMUNICATIONS COVERAGE AND, EVEN IF A VEHICLE IS IN SUCH AREA, THE NETWORKFLEET SERVICE IS SUBJECT TO WIRELESS SERVICE NETWORK AND TRANSMISSION LIMITATIONS AND MAY BE ADVERSELY AFFECTED BY TERRAIN, SIGNAL STRENGTH, WEATHER AND ATMOSPHERIC CONDITIONS, OR OTHER THINGS THAT VERIZON WIRELESS DO NOT CONTROL; AND (iii) INFORMATION ABOUT A VEHICLE'S LOCATION WILL NOT BE AVAILABLE UNLESS THE DEVICE IN THE VEHICLE IS ABLE TO RECEIVE GPS SIGNALS.

9. PROPRIETARY RIGHTS. Customer acknowledges and agrees that the Devices, the Networkfleet Service and the Networkfleet Website may include patent, copyright, trademark, service mark, trade secrets, or other intellectual property rights (collectively "Proprietary Rights") of Networkfleet, its affiliates or the Service Partners (including, with respect to the Networkfleet Website, materials that may be proprietary to Service Partners and suppliers, and that Networkfleet, its affiliates, including Verizon Wireless and/or the Service Partners retain title to and ownership of those Proprietary Rights and any and all improvements, modifications, fixes or enhancements made by or for Networkfleet, its affiliates and/or the Service Partners to the Devices, the Networkfleet Service or the Networkfleet Website and grant such Customers a limited license for purposes of utilizing the services for the purposes outlined in this agreement. Customer will not copy, modify, reverse-engineer, disassemble or decompile any software or firmware included in any Device or the Networkfleet Website or otherwise provided to Customer by or on behalf of Networkfleet, and will not disclose such software or provide access to the Devices, such software or any Networkfleet Services to any third party for such a purpose. Customer agrees that with respect to the Networkfleet Services, it shall not, nor shall it permit any third party to: (a) assign, transfer, lease, rent, sell, distribute or import such Networkfleet Services to any third party; (b) except with the express written consent of Verizon Wireless, combine, embed or incorporate the Networkfleet Services into any other product or service other than any Customer-owned or developed interface for purposes of receiving the data feed delivered from the Networkfleet Devices; (c) reverse engineer, translate, convert, decompile the Networkfleet Services; (d) remove or alter any proprietary notices in the Networkfleet Services; (e) use the Networkfleet Services in connection with the transmission, sale, license, or delivery of any infringing, defamatory, offensive, or illegal products, services, or materials; (f) use the Networkfleet Services in any manner that threatens the integrity, performance, or availability of the Networkfleet Service; or (g) use the Networkfleet Service in any manner that violates local, state or federal laws, regulations or orders. The Networkfleet Website includes aerial, satellite imagery from Digital Globe, one of the Service Partners, as a mapping option. Customer agrees to comply with the terms of use contained in Digital Globe's End User License Agreement attached to the State Contract as Exhibit B.

10. MODIFICATIONS; WEBSITE MAINTENANCE. Networkfleet may alter or modify all or part of the Devices, the Networkfleet Services or the Networkfleet Website from time to time; provided such changes do not materially adversely affect Customer's use of the Networkfleet Services or Networkfleet Website. Subject to the foregoing, such changes may include, without limitation, the addition or withdrawal of features, information, products, services, software or changes in instructions. Networkfleet reserves the right to perform scheduled maintenance for the Networkfleet Services and Networkfleet Website from time to time. This may include application and database maintenance as well as general website maintenance and may or may not involve Networkfleet Website and Networkfleet Services unavailability.

11. DATA. Customer represents that it has all rights and authority with respect to the data Verizon Wireless, Networkfleet, and the Service Partners acquire and transmit through Customer's use of the Devices, the Networkfleet Services and the Networkfleet Website ("Business Data") and grant the rights and approvals set forth in this Agreement and further grants to Verizon Wireless, Networkfleet, its affiliates and the Service Partners the nonexclusive, license and contract to, collect, access and use Business Data, and to access, copy and use the Business Data in the course of performing the Networkfleet Services and to analyze, measure and optimize the performance of the Devices and the Networkfleet Services and to develop new offerings for Customer and others and for other purposes of Networkfleet and its affiliates, including the development of data products for sale, licensing and distribution to third parties during the term of its contract with the Customer; provided, however, that except as may be required under law or court order, Networkfleet will not disclose or distribute Business Data to a third party in a form that permits Identification of Customer.

12. EXPORT CONTROL. Customer understands and agrees that: (i) the software used in connection with the Service is controlled by US export control laws; (ii) further transfer or export of the software may be subject to US export control laws or similar laws of other countries; (iii) Customer will abide by such laws; and (iv) Customer will not re-export or divert the software to a country or activity in contravention of U.S. law. Customer represents and warrants that: (i) Customer is not now located in, does not maintain an office or residence in, is not a citizen of, nor does Customer intend to travel to (without agreeing to follow any specific federal regulatory parameters on such travel), any of the following countries: Cuba, Iran, North Korea, Sudan, Syria, or other locations where the United States or other governments may have restrictions; and (ii) Customer is not, nor does Customer anticipate being, listed on any U.S. Government, United Nations or other country's prohibited parties list (including, but not limited to the U.S. Department of Commerce Denied Persons List or Entity List and the U.S. Treasury Department's Specially Designated Nationals, Terrorists or Narcotics Traffickers List).

13. OWNERSHIP AND ACCEPTANCE. Title transfer and acceptance of products and services occur upon shipment or provision of service.
14. GENERAL. (a) No amendment, change, modification or waiver to any provision of any accepted order or these Terms and Conditions will be binding unless signed by an authorized representative of each party. (b) The parties' respective rights and obligations under Sections 7. DISCLAIMER OF WARRANTIES, 9. PROPRIETARY RIGHTS, and 11. DATA survive termination of an order.
This map is not a guarantee of coverage and may contain areas with no service. This map reflects a depiction of predicted and approximate wireless coverage. The coverage areas shown do not guarantee service availability and may include locations with limited or no coverage.

Even with a coverage area there are many factors, including customer’s equipment, terrain, proximity to buildings, foliage, and weather that may impact service. An all-digital device will not operate or be able to make 911 calls when digital service is not available. The Verizon Wireless Nationwide Rate and Coverage Area includes networks run by other carriers; some of the coverage depicted is based on their information and public sources and we cannot ensure its accuracy. Service may not be available for certain devices throughout the Extended National Enhanced Services Rate and Coverage Areas. See verizonwireless.com/coveragelocator for additional coverage information.

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This data is not a guarantee of coverage and may contain areas with no service. This data reflects a depiction of predicted and approximate wireless coverage. The coverage areas shown do not guarantee service availability and may include locations with limited or no coverage. Even with a coverage area there are many factors including: customer's equipment/terrain/proximity to buildings/foliage and weather that may impact service. An all-digital device will not operate or be able to make 911 calls when digital service is not available. The Verizon Wireless Nationwide Rate and Coverage Area include networks run by other carriers, some of the coverage depicted may be based on their information and public sources and we cannot ensure its accuracy. Service may not be available for certain devices throughout the Extended National Enhanced Services Rate and Coverage Areas. See verizonwireless.com/coveragelocator for additional coverage information. Copyright Verizon Wireless. All rights reserved.
MOBILEIRON, INC.
END USER LICENSE AGREEMENT (EULA)

THE TERMS AND CONDITIONS OF THIS END USER LICENSE AGREEMENT ("EULA") GOVERN YOUR RIGHTS TO SOFTWARE (DEFINED BELOW), OTHER SOFTWARE (AS APPLICABLE), PRODUCTS (AS APPLICABLE), AND SERVICES (AS APPLICABLE) TO BE SUPPLIED MOBILEIRON, INC., HEREUNDER.

MOBILEIRON, INC., A DELAWARE CORPORATION ("MOBILEIRON") IS ONLY WILLING TO GRANT CUSTOMER ACCESS TO SOFTWARE, OTHER SOFTWARE (AS APPLICABLE), PRODUCTS (AS APPLICABLE), AND SERVICES (AS APPLICABLE) ONLY UPON THE CONDITION THAT CUSTOMER ACCEPTS ALL THE TERMS CONTAINED HEREIN.

This EULA includes the following attachments which are incorporated herein by reference:

A    Support & Maintenance
B    Hardware Terms & Conditions
C    EULA International Terms & Conditions (as applicable)
D    In-Licensed Materials Terms & Conditions

This EULA is entered into as of the earlier of the date that Customer accepts the terms herein or first accesses or uses any Software (the "Effective Date").

MobileIron and Customer hereby agree as follows:

1. Definitions. For purposes of this Agreement:

   "Actual Count" means Actual Device Count or Actual User Count, as applicable based on the licensing model identified in the applicable Product Schedule.

   "Actual Device Count" means the actual number of devices that are registered with specific Software.

   "Actual User Count" means the actual number of users with devices that are registered with specific Software, provided, that a single user shall not have more than three (3) devices registered to and/or managed/monitored by such Software licensed hereunder at the same time.

   "Agreement" means the attached cover page, the EULA General Terms and Conditions, the attachments and exhibits hereto, and any terms incorporated herein by reference.

   "Authorized Reseller" means any authorized reseller of Software that validly sells Customer one or more licenses to specific Software subject to the terms and conditions of this Agreement.

   "Customer Affiliate" means any entity Controlling, Controlled by or under common Control with Customer.

   "Control" and its grammatical variants means: (i) a general partnership interest in a partnership; or (ii) the beneficial ownership of a majority of the outstanding equity entitled to vote for directors; or (iii) the power to direct or cause the direction of the management and policies of such entity whether by contract or otherwise.

   "Customer Representative" means any Customer Affiliate and any employee or contractor of Customer (and/or any Customer Affiliate) to whom Customer (and/or any Customer Affiliate) provides a copy of any Software (or any component thereof) for use on behalf of and for the benefit of Customer (and/or any Customer Affiliate) and for Customer's (and/or any Customer Affiliate's) internal business purposes, subject to all the terms and conditions of this Agreement. No MobileIron Competitor (or any employee or contractor thereof) shall be deemed a Customer Representative.

   "Documentation" means the written and/or electronic release notes, end user or implementation guides, or technical documentation pertaining to specific Software that is provided by MobileIron either directly or indirectly through the Authorized Reseller to Customer together with the delivery of the Software.
Exhibit 7 – MobileIron, Inc. End User License Agreement (EULA)

"Licensed Count" means Licensed Device Count or Licensed User Count, as applicable based on the licensing model identified in the applicable Product Schedule.

"Licensed Device Count" means the maximum number of registered devices that Customer may have at any time that are managed and/or monitored by specific Software licensed hereunder, which maximum number shall be based on the license fees paid by Customer as identified on the relevant Product Schedule. For the avoidance of doubt, registered devices are those devices that have loaded any device Software and have not been retired (meaning unregistered).

"Licensed User Count" means the maximum number of users that Customer may have at any time who have one or more devices (but not more than three (3) devices) registered to and/or managed/monitored by specific Software licensed hereunder which maximum number shall be based on the license fees paid by Customer as identified on the relevant Product Schedule. For clarity, a user is any individual Customer Representative who uses a device that is registered to and/or managed/monitored by such Software at any time during a calendar month, provided that a user may not use more than three (3) devices that are all registered to and/or managed/monitored by such Software at the same time during such month. In the event an individual has more than three (3) devices that are all registered to and/or managed/monitored by such Software at the same time during such month, such individual shall be counted as multiple users. As an example, a single individual having five (5) devices registered to and/or managed/monitored by such Software at the same time in a month shall be counted as two (2) users for that month.

"License Term" means the term of the license granted with respect to specific Software as identified on the relevant Product Schedule.

"MobileIron Competitor" means Good Technology Corporation, AirWatch by VMware, Maas360 by IBM Corporation and XenMobile by Citrix.

"MobileIron Hardware" means any MobileIron-branded hardware that MobileIron furnishes directly to Customer or through an Authorized Reseller for distribution to Customer.

"Personal Information" means any information relating to an identified or identifiable individual, including without limitation, geolocation information or a persistent identifier that may be used to identify or contact an individual and as defined in the Personal Information Protection Act (815 ILCS 530).

"Price Lists" means the then-current price lists of MobileIron that identify MobileIron’s generally available software, products and services.

"Product Schedule" means one or more of the following applicable documents that identifies the software and/or products and/or services licensed or sold (as applicable) to Customer hereunder and the applicable licensing parameters, including the Licensed Count, License Term, and pricing and payment terms relating to the provision of the applicable Software, MobileIron Hardware (if any), Support and Maintenance Services (if any) and/or other MobileIron or third party products or services (if any): (i) a product schedule mutually approved by the parties; or (ii) a MobileIron invoice, quote, online order form, or any other MobileIron ordering document that is mutually approved by the parties and references this Agreement, where licenses, products or services are purchased from MobileIron directly; or (iii) an Authorized Reseller ordering document agreed to between Customer and Authorized Reseller, where licenses, products or services are purchased through an Authorized Reseller; Multiple Product Schedules may apply if licenses, products, or services are purchased at different times, provided that, unless expressly stated otherwise in a mutually agreed upon Product Schedule, the terms specified in one Product Schedule shall be relevant only to the specific licenses, products or services listed on such Product Schedule.

"Software" means any object code version of proprietary computer programs provided by or through MobileIron hereunder (other than Third Party Products [defined in Section 6.c below]), including any server-side, device-side, virtual machine and/or installer software to which Customer has purchased licenses as identified on the relevant Product Schedule, and any Documentation, backup copies and Upgrades and/or modifications to any of the foregoing provided to Customer hereunder.

"Support and Maintenance Services" has the meaning set forth in Attachment A.

"Upgrades" means any updates, upgrades, enhancements, maintenance releases, bug fixes, error corrections, or modified versions of specific Software provided to Customer in connection with this Agreement, including in connection with any Support and Maintenance Services.

END USER LICENSE AGREEMENT (REVISED SEPTEMBER 2014) 2
2. Evaluation. For any evaluation or beta copies of any Software provided to Customer on or after the Effective Date (except as may be otherwise agreed in a separate evaluation or beta agreement), the terms applicable to such Software shall apply equally to evaluation or beta copies of Software except for the following different or additional terms which shall apply (notwithstanding any contrary term specified in any other section of this Agreement): (i) the license for evaluation or beta copies Software is limited to thirty (30) days (which may be extended up to ninety (90) days upon written consent of MobileIron provided directly or indirectly through the Authorized Reseller) and only for the limited purpose of evaluating the Software and establishing Customer's desire to purchase licenses to Software; and (ii) Customer represents that it is a bona fide potential customer of such Software that is evaluating whether to purchase and/or license such Software for deployment in its own business and not for competitive or other purposes; (iii) the evaluation or beta period shall commence on the date that MobileIron first makes such Software available for download by Customer or otherwise delivers such Software to Customer; (iv) the evaluation or beta copies of any Software are provided "AS IS" without any warranty of any kind; and (v) Customer shall not be entitled to any Support and Maintenance Services or any Upgrades of the evaluation or beta copies of Software; and (vi) MobileIron disclaims all warranties, indemnities, obligations, and other liabilities in connection with any evaluation or beta copies of any Software; and (vii) MobileIron and/or the Authorized Reseller may terminate the evaluation or beta license upon the earlier of the expiration of the evaluation period or with five (5) days written notice to Customer and require Customer to promptly remove all copies of such Software from its systems and devices unless Customer has purchased a license to the applicable Software prior to such termination (in which case the License Term for such Software shall commence in accordance with Section 3 below).

3. Delivery and Commencement of License Term. MobileIron delivers all Software electronically. For MobileIron's accounting purposes, specific Software shall be deemed "delivered," and the License Term of such Software shall commence on the date such Software is first made available for download by Customer or otherwise delivered to Customer. Upon written request, Customer shall provide MobileIron a "Delivery Acknowledgement Letter" in a format reasonably requested by MobileIron acknowledging delivery of software.

4. License. Subject to the terms and conditions of this Agreement, during the applicable License Term, MobileIron grants to Customer a non-exclusive, non-transferable and non-sublicensable license for Customer and Customer Representatives to use the object code form of the applicable Software solely for Customer's and/or any Customer Affiliate's) internal use with Customer's ordinary business operations, and solely in accordance with the applicable Documentation. Customer may also maintain a reasonable number of copies of the applicable Software on its systems for backup and recovery purposes.

5. Restrictions. As a condition of the license granted in Section 4, Customer shall not itself, and shall not authorize or permit any Customer Representative or any other third party to: (i) use any Software or any portion thereof in excess of the feature set(s), License Term, or Licensed Count; or (ii) copy or use any Software or any portion thereof, except as expressly authorized by this Agreement; or (iii) modify any Software or any portion thereof or create derivative works based upon any Software or any portion thereof; or (iv) reverse engineer or decompile, decrypt, disassemble or otherwise reduce any Software or any portion thereof to human-readable form, except and only to the extent any foregoing restriction is prohibited by applicable law; or (v) use any Software or any portion thereof in any way that is in violation of any applicable laws; or (vi) distribute, sell, license or otherwise provide any Software or any portion thereof to third parties except to Customer Representatives as expressly provided herein; or (vii) use any Software or any portion thereof to perform services for third parties (excluding Customer's normal internal business operations as a governmental entity), whether on a service bureau, SaaS, time sharing basis or otherwise except as otherwise expressly provided herein; or (viii) release, publish, and/or otherwise make available to any third party the results of any performance, functional or security evaluation of any Software or any portion thereof without the prior written approval of MobileIron; or (ix) alter or remove any proprietary notices or legends contained on or in any Software or any portion thereof; or (x) defeat or circumvent any controls of any Software or any portion thereof places on the number of users supported; or (xi) unbundle any component of any Software; or (xii) use the Documentation except for supporting Customer's authorized use of the Software; or (xiii) employ or authorize a MobileIron Competitor to use the Software on its behalf; or (xiv) to provide management, hosting, support or similar services with regard to the Software without the prior written consent of MobileIron. The Software may contain or be provided with open source libraries, components, utilities and other open source software (collectively, "Open Source"), which Open Source may have applicable license terms as identified on a website designated by MobileIron or otherwise provided with the applicable Software or Documentation. Notwithstanding anything to the contrary herein, use of the Open Source shall be subject to the applicable Open Source license terms and conditions to the extent required by the applicable licensor (which terms shall not restrict the license rights granted to Customer hereunder but may contain additional rights). Customer is responsible for actions or inactions of the Customer Representatives within the scope of employment that are in violation of the terms of this Agreement.

a. Support and Maintenance Services. Support and Maintenance Services (if any) are delivered in accordance with Attachment A. If Customer has paid the applicable fees to obtain Support and Maintenance Services directly from MobileIron, Attachment A applies. If MobileIron has been paid the applicable fees by an Authorized Reseller to provide Maintenance Services indirectly to Customer, Customer is entitled to receive Maintenance Services through such Authorized Reseller in accordance with Attachment A. Otherwise, Attachment A does not apply.

b. Professional Services. Customer may order standardized professional services that are identified on the applicable Price List and described in a standardized statement of work published by MobileIron ("Standard SOW") or the parties may agree to customized professional services related to the Software as set forth in a mutually-agreed statement of work ("Custom SOW"), which Standard SOW and/or Custom SOW are hereby incorporated by reference herein. All such professional services delivered by MobileIron shall be subject to the terms and conditions of this Agreement, regardless of whether the applicable Product Schedule, Standard SOW or Custom SOW expressly references this Agreement.

7. Additional Licenses; Reporting.

a. Additional Licenses. Customer shall be responsible for any incremental license fees and any associated maintenance and support fees (where applicable) if the Actual Count for specific Software exceeds the Licensed Device Count for such Software at any time during a License Term. If Customer learns that the Actual Count exceeds the Licensed Count for specific Software, Customer shall either immediately cease such excessive usage or promptly notify MobileIron that it wishes to increase the Licensed Count to cover the excessive usage. Customer acknowledges that MobileIron's delivery and support infrastructure may enable MobileIron (and/or its Authorized Reseller) to access information regarding Actual Count for specific Software. If MobileIron (and/or its Authorized Reseller) learns that the Actual Count exceeds the Licensed Count for specific Software, MobileIron (or its Authorized Reseller) may, subject to the requirements of the Illinois Procurement Code (30 ILCS 500), invoice Customer for the excessive usage (including any associated support and maintenance fees) and Customer shall be responsible for such invoice. Unless otherwise mutually agreed in writing, the fees charged to Customer for the additional licenses, user counts (or device counts, if applicable) and services shall be based on the pricing section of the Reseller contract (based on MobileIron's then-current price list).

b. Reporting; Audit. For audit purposes, within ten (10) days of MobileIron's or its Authorized Reseller's written request, Customer shall complete MobileIron's Software usage verification documentation; and provide MobileIron access to the relevant device and user inventory data showing the number and type of registered devices and an electronic copy of administrative usage logs generated by the specific Software. Any such access shall be conducted during normal business hours and not unreasonably interfere with Customer's business. Any audits that require MobileIron to access Customer's premises shall not be conducted more than once per calendar year.

8. Indemnity. Subject to the terms herein, MobileIron shall, at its cost and expense, (i) defend, or at its option, settle any claim brought against Customer, Customer Representatives, and their respective directors, officers and employees ("Customer Indemnities") by a third party alleging that any use of Software infringes or violates any third party intellectual property right, and (ii) pay, indemnify and hold Customer Indemnities harmless from any settlement of such claim or any damages awarded to such third party as a result of such claim, provided that Customer Indemnities: (a) give MobileIron prompt written notice of any such claim; and (b) permit MobileIron to solely control and direct the defense or settlement of any such claim, provided MobileIron shall not settle any claim in a manner that requires Customer to admit liability or pay money without Customer's prior written consent; and (c) provide MobileIron all reasonable cooperation in connection with the defense or settlement of any such claim, at MobileIron's cost and expense. Customer may participate in the defense and settlement at Customer's sole expense. If such a claim occurs, or in MobileIron's opinion is reasonably likely to occur, MobileIron, at its expense and at its sole discretion, may, in addition to its indemnification obligations hereunder: (i) procure the right to allow Customer to continue to use the applicable Software; or (ii) modify or replace the applicable Software or infringing portions thereof to become non-infringing; or (iii) if neither (i) nor (ii) is commercially practicable, terminate Customer's license to the affected portion of the applicable Software and, as applicable, refund a portion of the license fees paid by Customer corresponding to such Software, pro-rated over a three (3) year period from initial delivery (unless the applicable License Term is shorter than three years, in which case the pro-rated period shall be equal to the License Term). Notwithstanding the foregoing, MobileIron shall have no obligations under this Section to the extent any claim is based upon or arises out of and would not have occurred without: (aa) any modification or alteration to the applicable Software, made by or on behalf of Customer and not made by or on behalf of or at the direction of MobileIron; and/or (bb) any combination or use of the applicable Software with third party equipment, products or systems, to the extent that such claim is based on such combination or use; and/or (cc) Customer's continuance of allegedly infringing activity for longer than a reasonable period after being notified by MobileIron in writing to Customer as set forth in section 14(1) to stop such activity; and/or (dd) Customer's failure...
to use, as soon as practical but within the reasonable time limit set by Mobilelron, Upgrades made available by Mobilelron if Mobilelron notifies Customer in writing that such Upgrades are required to stop or prevent infringing or potentially infringing actions; and/or (ee) the use of a non-Mobilelron product or service; and/or (ff) use of the applicable Software not in accordance with the applicable Documentation or outside the scope of the license granted under this Agreement. The remedies set forth in this Section constitute Customer's sole and exclusive remedies, and Mobilelron's entire liability, with respect to infringement or violation of third party intellectual property rights.

9. Ownership. All Software is licensed and not sold. Mobilelron and its licensors shall own and retain all rights, title, and (except as expressly licensed hereunder) interest in and to the Software and all copies or portions thereof, and any derivative works thereof (by whomever created). All suggestions or feedback provided by Customer or its employees, contractors or other agents (including Customer Representatives) to Mobilelron or its Authorized Resellers with respect to the Software shall be Mobilelron's property and designated by Mobilelron as Mobilelron Confidential Information, and Customer hereby assigns the same to Mobilelron. There are no implied licenses granted by Mobilelron under this Agreement.

10. Term and Termination. The license granted herein with respect to specific Software shall remain effective until terminated or until the applicable License Term expires, whichever is earlier. This Agreement shall be effective as of the Effective Date and shall remain in effect until terminated or until the License Terms for all Software licensed hereunder expire, whichever is earlier. This Agreement may be terminated by a party: (i) upon thirty (30) days written notice, if the other party materially breaches any provision of this Agreement and such breach remains uncured after such thirty (30) day notice period expires; or (ii) effective immediately, if the other party ceases to do business, or otherwise terminates its business operations without a successor; or (iii) effective immediately, if the other party becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is filed against it and not dismissed within ninety (90) days. Upon termination of this Agreement, Customer shall delete/remove all copies of Software in its possession or control, and upon written request of a party, the other party shall return to such party or delete all Confidential Information of such party in its possession or control. Sections 1, 2, 5, 7 (only with respect to any accrued and unpaid fees), 8, 9, 10 (with respect to this survival sentence), 11, 13, and 14, and all liabilities that accrue prior to termination or expiration shall survive any termination or expiration of this Agreement.

11. Limited Warranties; Disclaimer.

a. Software Warranty. For a period of ninety (90) days from the date of delivery of specific Software to Customer, Mobilelron warrants to Customer that such Software materially conforms to the specifications described in the relevant Documentation. Customer's sole and exclusive remedy and the entire liability of Mobilelron and its licensors under this limited warranty will be, at Mobilelron's option, repair or replacement of such Software, or if repair or replacement is not commercially practicable, to refund the license and any associated support and maintenance fees paid for such non-conforming Software upon the return and removal of all such Software from servers and devices.

b. Malicious Code. Each party shall use standard industry practices including, without limitation, the use of an updated commercial anti-malware program designed to prevent network intrusions and denial of services attacks, and to test any Software (in the case of Mobilelron) and to test any data, materials or software (in the case of Customer) delivered or transmitted to the other party in connection with this Agreement prior to its delivery or transmission for Malicious Code and remove any Malicious Code it discovers prior to delivery thereof to the other party. "Malicious Code" means any code that is designed to harm, or otherwise disrupt in an unauthorized manner, the operation of a recipient's computer programs or computer systems or destroy, damage, or misappropriate recipient's data in an unauthorized manner. For clarity, Malicious Code shall not include standard routines in any Software that are intended to delete data and are implicit in the standard functionality of any Software, or any software bugs or errors handled through support or maintenance, or any license key or other equivalent code that might limit the functionality or scope of the use of any Software to the scope of the license purchased by Customer hereunder.

c. Hardware Limited Warranty. If Customer has ordered and received Mobilelron Hardware from Mobilelron or an Authorized Reseller, the limited warranty and remedies described in Attachment B shall apply.

d. Professional Services Warranty. For a period of ninety (90) days from the date of delivery of any professional service by Mobilelron to Customer hereunder, Mobilelron represents and warrants to Customer that such professional services provided shall be professional, workmanlike and performed in a manner conforming to generally accepted industry standards and practices for similar services. Mobilelron's entire liability and Customer's sole and exclusive remedy for any breach of the preceding warranty will be, at Mobilelron's option for Mobilelron to (i) re-perform the nonconforming services or (ii) refund the fees paid for such non-conforming professional services, provided that, in either case, Mobilelron must have received written notice of the non-conformity from Customer no later than ninety (90) days after the original delivery of the services by Mobilelron.
e. Restrictions. The express warranties specified above do not apply if the applicable Software, MobileIron Hardware, services, or any portion of the foregoing: (i) has been altered, except by or on behalf of MobileIron; (ii) has not been used, installed, operated, repaired, or maintained in accordance with this Agreement and/or Documentation supplied to Customer; (iii) has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident; (iv) is used on equipment, products, or systems not meeting specifications identified by MobileIron in the applicable Documentation; or (v) is provided, for beta, evaluation, or testing purposes. Additionally, the warranties set forth herein only apply when notice of a warranty claim is provided to MobileIron within the applicable warranty period specified herein and do not apply to any bug, defect or error caused by or attributable to software or hardware not supplied by MobileIron.

f. DISCLAIMERS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION, THE SOFTWARE, MOBILEIRON HARDWARE, AND/OR ALL SERVICES ARE PROVIDED "AS IS", AND MOBILEIRON AND ITS SUPPLIERS PROVIDE NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED WITH REGARD TO THE SAME. EXCEPT AS EXPRESSLY SPECIFIED IN THIS SECTION, MOBILEIRON AND ITS SUPPLIERS HEREBY DISCLAIM ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SOFTWARE IS BUG/ERROR FREE, THAT ITS USE WILL BE UNINTERRUPTED, OR THAT IT IS FREE OF VULNERABILITY TO INTRUSION OR ATTACK. MOBILEIRON DOES NOT WARRANT THAT ANY SERVICES CONNECTING TO THE SOFTWARE PROVIDED BY THIRD PARTIES OR ANY DATA PROVIDED BY SUCH THIRD PARTIES WILL BE FREE FROM ERRORS OR INTERRUPTIONS OF SERVICE. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. THIS WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS, AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

12. Confidentiality. “Confidential Information” means any non-public data, information and other materials regarding the products, software, services, or business of a party (and/or, if either party is bound to protect the confidentiality of any third party’s information, of a third party) provided by one party (“Disclosing Party”) to the other party (“Receiving Party”) after the Effective Date in connection with this Agreement, where such information is marked as being “proprietary” or “confidential” or the like. In addition, MobileIron designates all Software (and any performance data, benchmark results, security assessments, product roadmap, Documentation, and derivatives of the foregoing) as MobileIron Confidential Information. MobileIron shall mark all confidential information as such. In the event that Customer receives a request for a disclosure of MobileIron Confidential Information pursuant to the Illinois Freedom of Information Act, 5 ILCS 140, (“FOIA”), Customer will promptly notify MobileIron that it has received such a request, so that MobileIron may exercise its rights under the FOIA statute and related laws and regulations to prevent the release of such MobileIron Confidential Information. If MobileIron Confidential Information is released pursuant to a FOIA request, Customer will not be in breach of the provisions of this section 12 provided that it has provided MobileIron notice of the FOIA request and that the applicable FOIA statutes and regulations have been followed to review that FOIA request. Notwithstanding the foregoing, Confidential Information shall not include information that: (a) is already known to the Receiving Party without restriction to disclosure prior to disclosure by the Disclosing Party; (b) becomes publicly available without fault of the Receiving Party; (c) is rightfully obtained by the Receiving Party from a third party without restriction as to disclosure, or is approved for release by written authorization of the Disclosing Party; or (d) is independently developed or created by the Receiving Party without use of the Disclosing Party’s Confidential Information as evidenced by contemporaneous written records. Except as otherwise expressly authorized herein, the Receiving Party agrees to: (i) use the Confidential Information of the Disclosing Party only to perform hereunder (including providing the features and services associated with the normal use of the Software) or exercise rights granted to it hereunder; (ii) treat all Confidential Information of the Disclosing Party in the same manner as it treats its own similar proprietary information, but in no case will the degree of care be less than reasonable care; and (iii) with the exception of a release pursuant to a FOIA request that complies with the terms of this section 12 and the applicable Illinois law, disclose the Disclosing Party’s Confidential Information only to those employees, contractors and other agents of the Receiving Party who have a need to know such information for the purposes of this Agreement, provided that any such employee, contractor or other agent shall be subject to obligations of non-use and confidentiality with respect to such Confidential Information at least as restrictive as the terms of this Agreement, and the Receiving Party shall remain liable for any non-compliance of such employee, contractor or other agent with the terms of this section. Notwithstanding the provisions of this Section, the Receiving Party may disclose: (i) the Disclosing Party’s Confidential Information as required by any court or other governmental body or as otherwise required by law or regulation to be disclosed, provided, however, that the Receiving Party shall provide written notice to the disclosing party, unless prohibited by law to enable the Disclosing Party to seek a protective order or otherwise prevent disclosure of such Confidential Information; (ii) the terms and conditions of this Agreement to advisors (including financial advisors, attorneys and accountants) and investors on a need-to-know basis under conditions that reasonably ensure the confidentiality thereof; (iii) the terms and conditions of this Agreement in confidence, in connection with a proposed or actual merger, acquisition of stock or assets, or the like; or (iv) the terms and conditions of this Agreement as advisable or required in connection with any governmental or regulatory filings, including filings with the United States Security and Exchange Commission. The obligations of the parties under this Section will survive the expiration or termination of this Agreement. To the extent that the parties discuss MobileIron’s product roadmap, which
is Confidential Information of MobileIron, Customer acknowledges that it is not purchasing any licenses to any Software based on any such feature or functionality discussed, and that such features or functionality may or may not (in MobileIron’s sole discretion) be included in any Software.

13. Limitation of Liabilities. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR ANY BREACHES OF OR FOR LIABILITY ARISING OUT OF SECTION 5 (RESTRICTIONS), OR SECTION 8 (INDEMNITY): (a) IN NO EVENT SHALL CUSTOMER OR MOBILEIRON (OR MOBILEIRON’S SUPPLIERS) BE LIABLE TO THE OTHER PARTY FOR ANY LOST REVENUE, LOST PROFIT, LOST OR DAMAGED DATA, OR BUSINESS INTERRUPTION, OR FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, HOWEVER CAUSED, IN CONNECTION WITH THIS AGREEMENT (UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STATUTE, TORT OR OTHERWISE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (b) IN NO EVENT SHALL THE AGGREGATE LIABILITY OF CUSTOMER OR MOBILEIRON ARISING OUT OF OR RELATED TO THIS AGREEMENT (UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STATUTE, TORT OR OTHERWISE) EXCEED THE FEES PAID TO MOBILEIRON FROM CUSTOMER (OR AUTHORIZED RESELLER, AS APPLICABLE) FOR THE RELEVANT PRODUCT OR SERVICE DURING THE TWENTY-FOUR (24) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE. MULTIPLE CLAIMS SHALL NOT EXPAND THE LIMITATIONS SET FORTH IN THIS SECTION. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO ANY INFRINGEMENT OR MISAPPROPRIATION BY EITHER PARTY OF THE OTHER PARTY’S INTELLECTUAL PROPERTY RIGHTS, ANY INTENTIONAL BREACH OF SECTION 12 (CONFIDENTIALITY) OR BREACH BY CUSTOMER OF ITS PAYMENT OBLIGATIONS TO MOBILEIRON (OR AUTHORIZED RESELLER, AS APPLICABLE).


a. Language. If there are any inconsistencies between the English language version of this Agreement and any translated version, then the English language version shall prevail. All services to be provided hereunder by MobileIron to Customer (if any) shall be conducted and provided in the English language.

b. In-Licensed Materials. The Software may contain or may interoperate with software services or other technology that is not owned by MobileIron but has been licensed to MobileIron (“In-Licensed Materials”). The In-Licensed Materials may be subject to the additional terms and conditions identified on Attachment D, which are current as of the Revision Date specified in Attachment D. The additional terms and conditions for In-Licensed Materials may be updated by MobileIron on occasion, and any such updates shall only affect the Customer’s usage rights for the In-Licensed Materials and will not modify the indemnification terms in section 8 or the limitation of liability terms of section 13 of this EULA. These updates will be posted to: https://www.mobileiron.com/en/legal/thirdpartyterms.

c. Import/Export. Software and Documentation, including technical data, may be subject to import and export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Customer agrees to comply with all such regulations.

d. U.S. Government End User Purchasers. All Software, including all components thereof, and Documentation qualify as “commercial items,” as that term is defined at Federal Acquisition Regulation (“FAR”) (48 C.F.R.) 2.101, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in FAR 12.212. Consistent with FAR 12.212 and DoD FAR Supp. 227.7202-1 through 227.7202-4, and notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which this Agreement may be incorporated, Customer may provide to Government end user or, if this Agreement is direct, Government end user will acquire, the Software and Documentation with only those rights set forth in this Agreement. Use of either the Software or Documentation or both constitutes agreement by the Government that all Software and Documentation are “commercial computer software” and “commercial computer software documentation,” and constitutes acceptance of the rights and restrictions herein.

e. Choice of Law; Venue. Except as otherwise set forth in Attachment C (if applicable), this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without reference to or application of choice of law rules or principles. Except as otherwise set forth in Attachment C (if applicable), the sole and exclusive jurisdiction and venue for actions arising under this Agreement shall be the Illinois Court of Claims (705 ILCS 505/8) for matters over which it has jurisdiction or, for other matters, the State and Federal courts of Illinois as appropriate; Customer and MobileIron hereby agree to service of process in accordance with the rules of such courts. Notwithstanding any choice of law provision or otherwise, the Uniform Computer Information Transactions Act (UCITA) and the United Nations Convention on the International Sale of Goods shall not apply.

f. Data Communications. To the extent any Personal Information of Customer Representatives is obtained by, or communicated to, MobileIron by Customer in performance by MobileIron of its obligations under this Agreement, MobileIron agrees to comply with the terms of this Agreement in accordance with end user license agreements and other agreements governing such use of Personal Information.

END USER LICENSE AGREEMENT (REVISED SEPTEMBER 2014)
that it (and/or its contractors) will not collect, access, use, store, disclose, transfer or otherwise process (collectively, "Process" or "Processing") any such Personal Information except (i) for the purposes of this Agreement, including without limitation, to implement and deliver the Software and its features and associated services, provide Customer support, and help Customer prevent or address service or technical problems; or (ii) as otherwise expressly permitted by Customer in this Agreement or otherwise; or (iii) as compelled by law. MobileIron shall, at its own expense, comply with all laws, including data privacy and statutory notification laws that are applicable to MobileIron’s Products. Customer shall make such disclosures, obtain such consents, provide such choices, implement such safeguards in compliance with, and otherwise comply with, any applicable law, rule or regulation regarding the Processing of Personal Information of any individual whose Personal Information Customer’s employees, contractors or other agents Process (including, without limitation, by disclosing the Personal Information to MobileIron) in connection with the Customer’s use of or access to any Software. The Software can communicate with a gateway hosted by MobileIron as part of its normal operations which provides certain functionality, confirms license compliance, and reports aggregated statistical data (such as such as product or feature usage, device metrics/metadata and/or mobile application usage), which is anonymized and aggregated so that it does NOT and cannot contain any information identifiable or attributable to any individual ("Aggregated Anonymous Data"). Customer agrees that MobileIron shall have the right to use, store, analyze, and disclose such Aggregated Anonymous Data. Customer may disable communication with the hosted gateway, but if Customer does so, Customer acknowledges that it will lose certain functionality, including but not limited to Apple and/or Google push notifications to devices, non-US SMS text messaging from the enterprise administrator to devices, display of devices on the smartphone details page, country code and carrier lookup information and roaming alerts.

g. Force Majeure. Any delay or failure in the performance by MobileIron hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. “Force Majeure” shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of MobileIron, including but not limited to acts of God (including but not limited to fire, flood, earthquake, storm, hurricane or other natural disaster), war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo, rebellion, revolution, insurrection, military or usurped power, civil war, acts or threats of terrorism, riots, strikes or labor disputes (excluding by MobileIron employees).

h. Publicity. MobileIron may publicly disclose (orally and in writing) that Customer is a customer of MobileIron and a licensee of the Software, including in a list of MobileIron customers and other promotional materials.

i. Entire Agreement; Modifications. This Agreement constitute the entire agreement between the parties with respect to the provision of Software, other software (as applicable), products (as applicable), and services (as applicable) as described herein. This Agreement supersedes and cancels all previous written and previous or contemporaneous oral communications, proposals, representations, and agreements relating to the subject matter contained herein. This Agreement prevails over any pre-printed, conflicting or additional terms of any purchase order, ordering document, acknowledgement or confirmation or other document issued by Customer before or after execution of this Agreement, even if accepted in writing by both parties. Any such document is hereby deemed rejected and extraneous to this Agreement and MobileIron’s performance of this Agreement shall not be deemed acceptance of the terms of any such documents or an amendment to (or agreement to amend) this Agreement. Except as expressly provided herein, this Agreement may be amended, or any term or condition set forth herein waived, only by a writing hand signed by both parties where “in writing” does not include an e-mail message and “hand signed” does not include an electronic signature.

j. Severability and Waiver. Should any term of this Agreement be declared invalid, void or unenforceable by any court of competent jurisdiction or by an arbitration panel (as applicable), that provision shall be modified, limited or eliminated to the minimum extent necessary to effectuate the original intent and such declaration shall have no effect on the remaining terms hereof, which shall continue in full force and effect. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

k. Assignment. This Agreement may not be assigned or transferred, in whole or in part, without the other party’s prior written consent, provided each party expressly reserves the right to assign this Agreement in its entirety to a successor in interest of all or substantially all of its business or assets. Any action or conduct in violation of the foregoing shall be void and without effect. Subject to the foregoing, all rights and obligations of the parties hereunder shall be binding upon and inure to the benefit of and be enforceable by and against the successors and permitted assigns.

l. Notice. Any notice required or permitted to be given in accordance with this Agreement shall be in writing. Notices to MobileIron shall be sent by personal delivery, registered or certified mail (return receipt requested, postage prepaid) or commercial express courier (with written verification of receipt) to: MobileIron, Inc., 415 East Middlefield Road, Mountain View, CA 94043, Attention: General Counsel. For contractual purposes, Customer consents to receive communications from MobileIron electronically. With the exception of invoices or other regular communications with regard to payments, notices sent to Customer Concord, CA 94012.
shall be sent by personal delivery, electronic mail, registered or certified mail (return receipt requested, postage prepaid) or commercial express courier (with written verification of receipt) to the Customer as follows: General Counsel, Department of Central Manager Services, JRTC – Suite 4-500, 100 W. Randolph St., Chicago, IL 60601. All notices will be deemed given: (i) when delivered personally; (ii) 24 hours after electronic mail is sent, unless MobileIron is notified that the email address is invalid; (iii) five (5) days after having been sent by registered or certified mail, (or ten (10) days for international mail); or (iv) one (1) day after deposit with a commercial express courier specifying next day delivery (or two (2) days for international courier packages specifying 2-day delivery). Either party may change its address for receipt of notice by notice to the other party in accordance with this Section.

m. Equitable Relief. The parties agree that a material breach of this Agreement adversely affecting MobileIron’s or its suppliers’ intellectual property rights in Software or the Confidential information of either party may cause irreparable injury to such party for which monetary damages would not be an adequate remedy and the non-breaching party shall be entitled to equitable relief (without a requirement to post a bond) in addition to any remedies it may have hereunder or at law.

n. Customer Affiliates. The parties agree that: (i) a Customer Affiliate may purchase licenses, products or services identified on any applicable Price List under the terms of this Agreement either by executing a participation or adherence agreement with MobileIron or through MobileIron’s acceptance of an applicable purchase order issued by such Customer Affiliate to MobileIron or by an Authorized Reseller to MobileIron (as applicable); and (ii) upon execution by Customer Affiliate and MobileIron of such an agreement or acceptance by MobileIron of such a purchase order, such Customer Affiliate shall be deemed to have purchased such licenses, products or services hereunder, and such Customer Affiliate shall be bound by and shall comply with the terms and conditions of this Agreement as a “Customer” under this Agreement.

o. Independent Contractors. The parties are independent contractors, and this Agreement shall not establish any relationship of partnership, joint venture, employment, franchise or agency between the parties.

p. Counterparts. This Agreement may be executed and delivered in one or more counterparts (including facsimile, PDF or other electronic counterparts), with the same effect as if the parties had signed the same document. Each counterpart so executed shall be deemed to be an original, and all such counterparts shall be construed together and shall constitute one Agreement.

VENDOR: MobileIron

Signature: ________________________________
Printed Name: Deborah Silverman
Title: SVP Sales Operations
Date: August 14, 2015

CUSTOMER: State of Illinois Department of Central Management Services

Signature: ________________________________
Printed Name: Sonya H. Bannister
Title: CMS Director
Date: 10/15/15
MOBILEIRON, INC.
ATTACHMENT A: SUPPORT & MAINTENANCE

Support and/or Maintenance Services Provided Directly by an Authorized Reseller: If Customer has paid an Authorized Reseller the relevant fees to obtain support and/or maintenance services directly from such Authorized Reseller, Customer should contact such Authorized Reseller for such support and/or maintenance and this Attachment shall not apply, provided, however, if the Authorized Reseller has paid MobileIron the applicable fees to provide Maintenance Services for specific Software to Customer, Customer shall be entitled to receive Maintenance Services for the applicable Software through such Authorized Reseller as described below.

Support and Maintenance Services Provided Directly by MobileIron: If Customer has paid MobileIron (or an Authorized Reseller) the relevant fees to obtain Support and Maintenance Services directly from MobileIron for specific Software, subject to the terms and conditions of this Agreement and the support and maintenance terms below, MobileIron shall provide Customer the Support and Maintenance Services for the applicable Software as described below.

This MobileIron Support and Maintenance Supplement ("SMS") sets forth the terms and conditions under which MobileIron (or its authorized representative) agrees to provide the Support Services and the Maintenance Services (each as defined below, and collectively, the "Support and Maintenance Services") to Customer for specific Software for which Support and Maintenance Services have been purchased either separately in connection with a perpetual license or included with a subscription license without additional fees (collectively, the "Supported Software").

All capitalized terms used herein shall have the meaning set forth in the Agreement, except as otherwise defined herein.

I. MAINTENANCE TERM; PAYMENTS; TERMINATION.

A. "Maintenance Term" is defined as follows: (a) if Customer has purchased a subscription license to Supported Software, the Maintenance Term for such Supported Software shall be for the duration of the subscription license purchased; or (b) if Customer has purchased Support and Maintenance Services in connection with a perpetual license to Supported Software, the Maintenance Term for the support of such Supported Software shall be twelve (12) months from the initial delivery of the applicable Software, unless an extended Maintenance Term is purchased, in which case the Maintenance Term shall include the extended term purchased. The Maintenance Term may be renewed by mutual agreement of the parties for additional twelve (12) month periods or any other period purchased (each, an additional Maintenance Term), beginning upon the day immediately following the end of the then-current Maintenance Term, provided MobileIron receives payment of the then-current Support and Maintenance Fees required for the additional Maintenance Term. This SMS, and all Maintenance Terms, shall also terminate: (a) immediately upon termination of the Agreement, and (b) upon written notice of a party in the event of any material breach of this SMS or the Agreement (including for non-payment) by the other party, if such breach is not cured within thirty (30) days of written notice thereof. Customer may also terminate this SMS and all Maintenance Terms at any time for convenience, provided that if Customer terminates this SMS for convenience, any Support and Maintenance Fees paid are not refundable.

B. PAYMENT - NOT APPLICABLE.

C. REINSTATEMENT AFTER TERMINATION. If there is a lapse in the Maintenance Term, Customer may renew Support and Maintenance Services based on MobileIron's then-current support and maintenance terms, subject to payment of then-current Support and Maintenance Fee plus an amount equal to the Support and Maintenance Fees that would have been payable during the period of lapse (as pro-rated for any partial year).

II. SCOPE OF SUPPORT SERVICES. Subject to the terms of this SMS, during the applicable Maintenance Term, and provided Customer is current on its obligations to pay any applicable Support and Maintenance Fees due, MobileIron shall use commercially reasonable efforts to provide Customer the following support services ("Support Services") with respect to the applicable Supported Software:

A. TELEPHONE, EMAIL AND WEB SUPPORT. MobileIron shall provide Customer access to MobileIron's customer support personnel via telephone, email, and the web to assist Customer in responding to and troubleshooting technical questions regarding such Supported Software and the use of such Supported Software during MobileIron's normal business hours, currently 6 a.m. to 6 p.m. Pacific Time (excluding holidays and weekends) for standard support and 24 by 7 for premium support and direct international support. Please refer to http://support.mobileiron.com (or such other URL provided by MobileIron from time to time) for specific information concerning updated telephone numbers, web access, holiday schedule.

B. SOFTWARE ERROR CORRECTION; BUG FIXES. Customer may document and report all suspected errors or malfunctions of the Software to MobileIron via email or MobileIron's case tracking system, and, for any reported errors or malfunctions, cooperate with MobileIron in its bug investigation by phone, email, and through MobileIron's case tracking system. MobileIron shall provide Customer with a trouble ticket number that Customer shall use to track the status of any confirmed error or malfunction in
Exhibit 7 – MobileIron, Inc. End User License Agreement (EULA)

the applicable Supported Software (i.e. any confirmed failure of the Software to meet the MobileIron’s specifications for such Supported Software described in the relevant Documentation) (“Confirmed Error”). MobileIron may close the trouble ticket without further responsibility if Customer does not provide requested feedback to MobileIron within ten (10) days of receiving a patch or workaround, or if Customer fails to respond to a request for additional information or confirm that trouble ticket is resolved. Customer may at any time add a new trouble ticket.

C. LIMITATIONS. MobileIron is only responsible to provide Customer’s Designated Support Contacts (as defined below) with the Support Services described herein. MobileIron shall be responsible for responding to or troubleshooting a Confirmed Error in the applicable Supported Software, however, MobileIron shall not be responsible for any errors in any Supported Software that cannot be reproduced by MobileIron on unmodified Supported Software, or for software, firmware, hardware not supplied by MobileIron, for information or memory data contained in, stored on or integrated with any Supported Software or MobileIron Hardware returned to MobileIron in connection with this SMS. Services described herein do not include any support of any failure or defect in the Supported Software due to Customer, Customer Representatives or any damage caused by Customer or Customer Representatives from improper storage, accident, abuse or misuse of any Supported Software (or any component thereof), or if any Supported Software (or any component thereof) has been used or maintained in a manner not conforming to the requirements in Documentation or in the Agreement, or if any Supported Software (or any component thereof) is used by Customer or Customer Representatives on unsupported platform or hardware or has been altered or modified by Customer or Customer Representative, or has had any serial number removed or defaced. Service or repair of the any Supported Software by anyone other than MobileIron (or an authorized representative of MobileIron) shall void MobileIron’s obligations herein. Support Services shall apply only to the most current shipping release of the applicable Supported Software and the immediately prior release for one (1) year after such prior release has been superseded by the current shipping release (by way of illustration and not limitation, if the shipping version 5.4 is released in January 2013 and 5.5 is released in June 2013, MobileIron is obligated to support 5.5 and to support 5.4 until June 2014). If MobileIron agrees to respond to or troubleshoot any errors or problems not covered by the terms of this SMS, MobileIron may perform such work after receiving Customer’s instruction to proceed at MobileIron’s then-current standard rates.

III. SCOPE OF MAINTENANCE SERVICES. Subject to the terms of this SMS, during the applicable Maintenance Term, and provided Customer is current on its obligations to pay any applicable Support and Maintenance Fees due, MobileIron shall use commercially reasonable efforts to provide Customer the following maintenance services (“Maintenance Services”) with respect to the applicable Supported Software: MobileIron shall provide to Customer, without any additional charge, access to all Upgrades of such Supported Software to the extent created and generally released to other MobileIron customers that purchased the same Support and Maintenance Services. Customer shall provide MobileIron access to serve as primary Customer contacts with MobileIron for support calls for all Supported Software (“Designated Support Contacts”). All support calls shall be initiated through these contacts. Customer may change its primary or alternate contacts at any time upon written notification to MobileIron. Customer may not share login passwords or other benefits of this SMS with any other persons nor use any software updates or software upgrades or other services furnished to Customer under this SMS for any software for which Customer has not purchased the applicable Support and Maintenance Services. Customer shall provide MobileIron access to the logs and access to perform remote troubleshooting sessions on the affected server or component, as reasonably requested by MobileIron, in order for MobileIron to provide Support and Maintenance Services.

IV. CUSTOMER OBLIGATIONS; DESIGNATED SUPPORT CONTACTS. Customer may appoint up to two (2) individuals who are knowledgeable in the operation of the Supported Software (through certification by MobileIron or training purchased by Customer) to serve as primary Customer contacts with MobileIron for support calls for all Supported Software ("Designated Support Contacts"). All support calls shall be initiated through these contacts. Customer may change its primary or alternate contacts at any time upon written notification to MobileIron. Customer may not share login passwords or other benefits of this SMS with any other persons nor use any software updates or software upgrades or other services furnished to Customer under this SMS for any software for which Customer has not purchased the applicable Support and Maintenance Services. Customer shall provide MobileIron access to the logs and access to perform remote troubleshooting sessions on the affected server or component, as reasonably requested by MobileIron, in order for MobileIron to provide Support and Maintenance Services.

V. IN-LICENSED MATERIALS. In addition to the provisions addressing In-Licensed Materials set forth in the Agreement, the following provisions apply to In-Licensed Materials. If, during a Maintenance Term, MobileIron becomes aware that a third party supplier terminates use, access to, or interoperability with the In-Licensed Materials, MobileIron shall notify Customer of the same, and all of Customer’s use and access to such In-Licensed Materials shall terminate as of the effective date specified by such third party supplier. Within thirty (30) days of the notification by MobileIron of the termination of any In-Licensed Materials, the Customer may terminate the support and maintenance services described in this Attachment A for convenience (effective no earlier than the date the applicable In-Licensed Materials is terminated). Upon such termination, Customer shall be entitled to receive a pro-rata refund on any Support and Maintenance Fees paid (if any) for the relevant period remaining in the then-current Maintenance Term of the applicable Supported Software. MobileIron shall have no liability to Customer in connection with any termination of any such In-Licensed Materials or the Customer’s use of any In-Licensed Materials.

VI. GENERAL. This SMS is subject to all the terms and conditions of the Agreement. WITHOUT LIMITING THE FOREGOING, CUSTOMER UNDERSTANDS AND AGREES THAT THE AGGREGATE LIABILITY OF MOBILEIRON AND ITS SUPPLIERS IN CONNECTION WITH THIS SMS,
INCLUDING FOR ANY SERVICES, IN-LICENSED MATERIALS, SOFTWARE AND/OR SUPPORTED SOFTWARE PROVIDED HEREUNDER, REGARDLESS OF THE FORM OF THE ACTION GIVING RISE TO SUCH LIABILITY (WHETHER IN CONTRACT, TORT, OR OTHERWISE), SHALL NOT EXCEED THE SUPPORT AND MAINTENANCE FEE PAID BY CUSTOMER FOR THE RELEVANT MAINTENANCE TERM FOR THE APPLICABLE SOFTWARE. MULTIPLE CLAIMS SHALL NOT EXPAND THE LIMITATIONS SET FORTH IN THIS SECTION. The following sections survive any expiration or termination of this SMS: Sections I.C ('Reinstatement after Termination') and VI ('General') survive any termination or expiration of this SMS.

MobileIron may revise the terms of this SMS provided that (i) such revision is in connection with a revision to any standard terms under which MobileIron provides support and/or maintenance, (ii) MobileIron provides written or e-mail notice (and posting on http://support.mobileiron.com or such other URL provided by MobileIron from time to time) of the revised terms at least sixty (60) days prior to the expiration of the applicable then-current Maintenance Term, and (iii) such revised terms only apply to renewal Maintenance Terms (if any) and renewal is subject to mutual agreement.
MOBILEIRON, INC.
ATTACHMENT B: MOBILEIRON HARDWARE TERMS

If Customer has ordered and received MobileIron Hardware from MobileIron or an Authorized Reseller of MobileIron Hardware, the following terms and conditions apply:

Limited Hardware Warranty. Subject to the terms and conditions of this Agreement, MobileIron warrants for the applicable warranty period identified in the applicable Price List (or twelve (12) months if not identified in such Price List) as measured from the date of shipment of the MobileIron Hardware by MobileIron, that any new MobileIron Hardware shall be free from defects in material and workmanship under normal use. The date of shipment of MobileIron Hardware by MobileIron is set forth on the packaging material in which the MobileIron Hardware is shipped. This limited warranty extends only to Customer. Customer’s sole and exclusive remedy and the entire liability of MobileIron and its suppliers under this limited warranty shall be, at MobileIron’s or its service center’s option, to repair the MobileIron Hardware or, if repair is not possible, to replace the MobileIron Hardware within the warranty period and according to the RMA procedures described below (the “RMA Procedures”). MobileIron replacement parts used in MobileIron Hardware replacement may be new or reconditioned/refurbished (like new). MobileIron’s obligations hereunder are conditioned upon the return of affected MobileIron Hardware in accordance with MobileIron’s or its service center’s then-current RMA Procedures.

RMA Procedures: During the warranty period specified above:

(a) Reporting. Customer shall report suspected malfunctions of the MobileIron Hardware supplied by MobileIron (if any) via email or via phone, and cooperates with MobileIron in its investigation to determine if the MobileIron Hardware fails to meet its limited warranty set forth above ("Defective").

(b) RMA Procedure for Defective MobileIron Hardware. If the MobileIron Hardware is Defective, MobileIron shall issue Customer a Return Material Authorization ("RMA") number. Customer shall ship the Defective MobileIron Hardware to the address specified by MobileIron, freight prepaid, at MobileIron’s cost. MobileIron shall ship Customer replacement MobileIron Hardware with freight prepaid for next business day delivery in the United States, unless otherwise mutually agreed by the parties. For all other countries, replacement MobileIron Hardware shall be shipped priority delivery after the RMA number has been issued; please contact MobileIron support for the method and timing of such shipment. In order for MobileIron to be able to ship next business day, the RMA number must be issued no later than 1:00 p.m. Pacific Time during MobileIron’s normal business hours. As a condition of shipping Customer the replacement MobileIron Hardware prior to Customer returning the Defective MobileIron Hardware, Customer must agree to return the Defective MobileIron Hardware to MobileIron within fifteen (15) business days or Customer shall be invoiced for the replacement MobileIron Hardware at MobileIron’s then-current list price and Customer agrees to pay such invoice within thirty (30) days of the invoice date. All returned MobileIron Hardware shall be the property of MobileIron once MobileIron delivers the replacement MobileIron Hardware to Customer. Replacement MobileIron Hardware may be new, reconditioned/refurbished (like new).
Exhibit 7 – MobileIron, Inc. End User License Agreement (EULA)

ATTACHMENT C: EULA INTERNATIONAL TERMS AND CONDITIONS

If Customer’s principal office is located outside North America as indicated on the cover sheet, the terms and conditions of this Attachment shall apply. Otherwise, this Attachment shall not apply.

The following terms apply to all principal offices outside North America:

Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without reference to or application of choice of law rules or principles. Notwithstanding any choice of law provision or otherwise, the Uniform Computer Information Transactions Act (UCITA) and the United Nations Convention on the International Sale of Goods shall not apply.

Arbitration. Any dispute, claim or controversy arising out of or relating to this Agreement or the existence, breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, (each, a “Dispute”) shall be referred to and finally resolved by arbitration under the rules and at the location identified below. The arbitral panel shall consist of three (3) arbitrators, selected as follows: each party shall appoint one (1) arbitrator; and those two (2) arbitrators shall discuss and select a chairman. If the two party-appointed arbitrators are unable to agree on the chairman, the chairman shall be selected in accordance with the applicable rules of the arbitration body. Each arbitrator shall be independent of each of the parties. The arbitrators shall have the authority to grant specific performance and to allocate between the parties the costs of arbitration (including service fees, arbitrator fees and all other fees related to the arbitration) in such equitable manner as the arbitrators may determine. The prevailing party in any arbitration shall be entitled to receive reimbursement of its reasonable expenses incurred in connection therewith. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, MobileIron shall have the right to institute an action in a court of proper jurisdiction for preliminary injunctive relief pending a final decision by the arbitrator, provided that a permanent injunction and damages shall only be awarded by the arbitrator. The language to be used in the arbitral proceedings shall be English.

In addition, the following terms only apply to principal offices within Europe, the Middle East or Africa (EMEA):

Arbitration Rules and Location. Any Dispute shall be referred to and finally resolved by arbitration under the London Court of International Arbitration (“LCIA”) Rules (which Rules are deemed to be incorporated by reference into this clause) on the basis that the governing law is the law of the State of New York, USA. The seat, or legal place, of arbitration shall be London, England.

In addition, the following terms only apply to principal offices within Asia Pacific, Australia & New Zealand:

Arbitration Rules and Location. Any Dispute shall be referred to and finally resolved by arbitration under the Rules of Conciliation and Arbitration of the International Chamber of Commerce (“ICC”) in force on the date when the notice of arbitration is submitted in accordance with such Rules (which Rules are deemed to be incorporated by reference into this clause) on the basis that the governing law is the law of the State of New York, USA. The seat, or legal place, of arbitration shall be Singapore.

In addition, the following terms only apply to principal offices within the Americas (excluding North America):

Arbitration Rules and Location. Any Dispute shall be referred to and finally resolved by arbitration under International Dispute Resolution Procedures of the American Arbitration Association (“AAA”) in force on the date when the notice of arbitration is submitted in accordance with such Procedures (which Procedures are deemed to be incorporated by reference into this clause) on the basis that the governing law is the law of the State of New York, USA. The seat, or legal place, of arbitration shall be New York, New York, USA.

END USER LICENSE AGREEMENT (REVISED SEPTEMBER 2014)
MOBILE IRON, INC.
ATTACHMENT D: IN-LICENSED MATERIALS TERMS AND CONDITIONS

Revision Date: August 12, 2015

The software licensed under the EULA may contain or be provided with the In-Licensed Materials listed below. Such In-Licensed Materials shall be deemed "Software" and subject to the same terms and conditions applicable to Software under the EULA notwithstanding anything to the contrary therein; provided, however, in connection therewith, additional or different terms are applicable as identified below. In-Licensed Materials shall have the meaning set forth in EULA if defined therein; otherwise "In-Licensed Materials" means software, services or other technology software that is not proprietary to Mobile Iron but has been licensed to Mobile Iron and is contained in or may interoperate with the Software.

(A) MobileIron "Silver" or "Gold" Bundle, also sold as Core:

1) Cell Tower Information (only applies to Customers outside the United States)
   a) If Customer is provided any cellular tower identification information with associated latitude and longitude location information, Customer agrees that neither it nor its end users will use such latitude and longitude location information to create a latitude/longitude lookup database for cellular towers.

2) SMS Messaging
   a) Customer will not use SMS messaging service to transmit inappropriate content. Inappropriate content includes any content that (a) is unsolicited, (b) causes the introduction of viruses, worms, Trojan horses, e-mail bombs, cancelbots or other similar computer programming routines, (c) is unlawful or offensive as determined by Mobile Iron's suppliers in their sole discretion, (d) is misleading or inaccurate, or (e) infringes the intellectual property of any person.

3) Microsoft® Exchange Activesync
   a) With respect to Microsoft® Exchange Activesync, the provision of this service (or software, as applicable) to you does not grant, and you do not receive, any rights under any Microsoft intellectual property with respect to any smartphone or other device software that you use to access this service (or to access the functionality provided by software, as applicable).
   b) With respect to Microsoft® Exchange Activesync, use is limited to internal use (including such use by agents or contractors exclusively on Customer's behalf) as part of the Core offering for the sole purpose of managing hand-held devices of Customer's employees, agents and/or contractors.

4) Email+
   a) "Email+ Device Software" means MobileIron’s Email+ client device email software delivered by MobileIron to Customer, including any updates, modifications or upgrades of the same delivered to Customer during the term of the Agreement.
   b) "EAS-Enabled Server" means (i) Microsoft Exchange server 2003, 2007, 2010 or any subsequent version thereof released during the term of the Agreement, (ii) any Microsoft owned or operated server that provides Windows Live Hotmail services, and (iii) any server software licensed by Microsoft to implement the Microsoft Exchange ActiveSync™ Protocol.
   c) MobileIron grants to Customer a non-exclusive right to permit Customer Representatives to use and reproduce the Email+ Software (in object code form) only: (i) in mobile phones, smartphones, laptops, or tablets that are managed by MobileIron's Software and (ii) for Customer’s use with services provided by EAS-Enabled Servers.

5) Splunk Universal Forwarder
   a) The Splunk Universal Forwarder may forward data generated by the MobileIron Core product to Splunk Enterprise, a separate third party product not licensed or distributed by MobileIron. In order to be licensed to use the Splunk Universal Forwarder, Customer is required to obtain a license to Splunk Enterprise, directly or indirectly, from Splunk Inc.
   b) Customer may not use any part of the Splunk Universal Forwarder, including third party code, in a manner not related to the MobileIron Core product.
   c) MobileIron disclaims all warranties and indemnities in connection with the Splunk Universal Forwarder and Splunk Enterprise. Splunk Inc. makes no warranties or indemnities and disclaims all obligations and other liabilities with respect to the Splunk Universal Forwarder.
6) Mobile@Work In-House App SDK
   a) MobileIron Mobile@Work In-House App SDK is a custom SDK designed to allow Customer to brand Mobile@Work with
      Customer’s own branding. MobileIron offers this SDK without any additional charge. Use by Customer is optional and
      deemed acceptance of the terms below.
   b) MobileIron is willing to license this SDK on the same terms and conditions as “Software,” except that: (i) Customer may only
      use this SDK to brand Mobile@Work with its own branding; (ii) Customer may distribute its branded Mobile@Work
      application through its enterprise AppStore; and (iii) MobileIron will only support the current version of this SDK and the
      immediately preceding version for 6 months following the release of the current version.

(B) MobileIron “Platinum” Bundle (includes the terms and conditions for the MobileIron “Silver” and “Gold” Bundle as well as the
additional terms below)

1. MobileIron Help@Work for iOS is a custom SDK designed to allow Customer to develop the Help@Work for iOS app, which will
   allow the Customer’s help-desk administrator to remotely view the screen of a managed iOS device, while working with the
   individual device-holder on troubleshooting workflows.
2. Authorized Developer. Customer represents and warrants that it has a valid Apple iOS Developer Program Enterprise License
   Agreement and hereby appoints MobileIron as an Authorized Developer under such agreement solely in connection with
   MobileIron’s provision of Help@Work for iOS to Customer.
3. Help@Work for iOS Display Finder. If Customer at its option chooses to download the Help@Work for iOS Display Finder
   component, Customer will be required to accept the accompanying Apple end-user software license agreement (EULA), which
   solely governs the Apple software included therewith.
4. ServiceConnect Integrations
   a) “ServiceConnect Integrations” are software modules provided by MobileIron that integrate MobileIron Core or MobileIron
      Cloud with separate third party products and/or services not licensed or distributed by MobileIron (e.g. ServiceNow or
      Splunk). In order to be licensed to use a ServiceConnect Integration, Customer is required to obtain a license to the relevant
      third party product or service, directly or indirectly, from the third party (“Underlying Third Party”).
   b) Customer may not use any part of any ServiceConnect Integrations, including third party code, in a manner not related to
      the MobileIron Core or MobileIron Cloud product.
   c) Customer agrees that the Underlying Third Party does not in any way warrant the accuracy, reliability, completeness,
      usefulness, non-infringement, or quality of any ServiceConnect Integration and that the Underlying Third Party shall not be
      liable or responsible in any way for any losses or damage of any kind, including lost profits or other indirect or
      consequential damages, relating to Customer’s use of or reliance upon any ServiceConnect Integration.
   d) MobileIron disclaims all warranties and indemnities in connection with the ServiceConnect Integrations and the third party
      product or services on which the ServiceConnect Integrations run. The Underlying Third Party makes no warranties or
      indemnities and disclaims all obligations and other liabilities with respect to any ServiceConnect Integration.
   e) The Underlying Third Party may, at any time and for any reason, discontinue its product or service, or discontinue or disrupt
      interoperability with the ServiceConnect Integration. MobileIron shall have no liability for any such discontinuance or
      disruption.
DIGITALGLOBE END USER LICENSE AGREEMENT

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8. EXPORT CONTROL: You agree and acknowledge that the Information are subject to U.S. export control law, and
You will comply with all applicable laws and regulations in Your use of the Information under this Agreement, including without limitation all export laws and regulations of the U.S. government.

9. U.S. GOVERNMENT ENT END USERS: The Information is licensed to the U.S. Government with the "commercial rights" set forth herein.

10. ENTIRE AGREEMENT: These terms and conditions and the State of Illinois Master Contract constitute the entire agreement between DigitalGlobe (and its licensors, including their licensors and suppliers) and you pertaining to the subject matter hereof, and supersedes in its entirety any and all written or oral agreements previously existing between us with respect to such subject matter.

11. GOVERNING LAW: The above terms and conditions shall be governed by the laws of the State of Illinois.
### Requisition under 25k dollars

**2018-268**

<table>
<thead>
<tr>
<th>RESULT:</th>
<th>APPROVED BY CONSENT VOTE [UNANIMOUS]</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOVER:</td>
<td>Dino C. Gavanes, District 1</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>Amy L Grant, District 4</td>
</tr>
<tr>
<td>AYES:</td>
<td>Amy L Grant, Greg Hart, Sam Tornatore, Dino C. Gavanes</td>
</tr>
<tr>
<td>ABSENT:</td>
<td>Elizabeth Chaplin, Tonia Khouri, Robert L Larsen</td>
</tr>
</tbody>
</table>
Requisition under 25k dollars

2018-268

PROCUREMENT REVIEW CHECKLIST
REQUISITION

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TERM</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 24, 2018</td>
<td>DECEMBER 1, 2018 - NOVEMBER 30, 2019</td>
<td>$13,866.74</td>
<td>DUPAGE CARE CENTER</td>
</tr>
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SOLICITATION METHOD FOR SOURCE SELECTION

<table>
<thead>
<tr>
<th>Name</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Karen Graczyk</td>
<td>10/24/2018 2:24 PM</td>
</tr>
<tr>
<td>Janelle Chadwick</td>
<td>10/24/2018 3:10 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>10/29/2018 2:20 PM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>10/29/2018 3:05 PM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>10/30/2018 8:57 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>11/02/2018 10:32 AM</td>
</tr>
<tr>
<td>Health &amp; Human Services</td>
<td>11/06/2018 10:15 AM</td>
</tr>
</tbody>
</table>
## 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: Bob Barker Company</th>
<th>Vendor #: 10292</th>
<th>Contract December 1, 2018 - Term: November 30, 2019</th>
<th>Contract Total: $13,866.74</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: DuPage Care Center</td>
<td>Contact: Vinit Patel</td>
<td>Phone: 630-784-4273</td>
<td>Assigned Health and Human Committee: Services</td>
</tr>
</tbody>
</table>

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

Furnish and deliver various linens for the DuPage Care Center, for the period December 1, 2018 through November 30, 2019, per low bid #18-193-CARE.

### Reason for Procurement

Replacement linens for the DuPage Care Center. This bid is being split between 2 vendors - these 6 items were the lowest and have been supplied samples and they have been tested.

### FUNDING SOURCE

- Procurement budgeted for (FY and budget code(s)): 1200-2030-52230
- Budget Transfer (Date)
- Add'l Information

### DECISION MEMO NOT REQUIRED

- LOWEST RESPONSIBLE QUOTE # or BID # 18-193-CARE (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 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00
- PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

### DECISION MEMO REQUIRED

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

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

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>cdk</td>
<td>Oct 22, 2018</td>
<td>QC</td>
<td>10/24/18</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### REVIEWED BY (Initials Only)

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>10-26-18</td>
<td></td>
<td>10-29-18</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer</th>
<th>Date</th>
<th>Chairman’s Office</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>10-30-18</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

8.C.5.a

---

# Purchase Requisition

**Procurement Services Division**

**Send Purchase Order To:**

<table>
<thead>
<tr>
<th>Vendor: Bob Barker Company</th>
<th>Vendor #:</th>
<th>Dept: DuPage Care Center</th>
<th>Division: Environmental Concerns</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Melody Ballard Email: <a href="mailto:melodyballard@bobbarker.com">melodyballard@bobbarker.com</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address: 7925 Purfoy Road</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City: Fugvay Vanra State: NC Zip: 27526</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone: 919-753-1614 Fax: 800-322-7537</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Send Invoices To:**

<table>
<thead>
<tr>
<th>Vendor: Bob Barker Company</th>
<th>Vendor #:</th>
<th>Dept: DuPage Care Center</th>
<th>Division: Environmental Concerns</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Nancy Palima Email: <a href="mailto:nancy.palima@dupageco.org">nancy.palima@dupageco.org</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address: 400 N. County Farm Road</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City: Wheaton State: IL Zip: 60187</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone: 630-784-4422</td>
<td></td>
<td></td>
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</table>

**Send Payments To:**

<table>
<thead>
<tr>
<th>Vendor: Bob Barker Company</th>
<th>Vendor #:</th>
<th>Dept: DuPage Care Center</th>
<th>Division: Environmental Concerns</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Melody Ballard Email: <a href="mailto:melodyballard@bobbarker.com">melodyballard@bobbarker.com</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address: 7925 Purfoy Road</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City: Fugvay Vanra State: NC Zip: 27526</td>
<td></td>
<td></td>
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<tr>
<td>Phone: 919-753-1614 Fax: 800-322-7537</td>
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</tbody>
</table>

**Payment Terms**

<table>
<thead>
<tr>
<th>F.O.B.</th>
<th>PO 20 Delivery Date</th>
<th>Requisitioner</th>
</tr>
</thead>
<tbody>
<tr>
<td>PER 50 ILCS 505/1</td>
<td></td>
<td>Christine Kliebhan</td>
</tr>
</tbody>
</table>

**Use for**

<table>
<thead>
<tr>
<th>Contract Administrator</th>
<th>Contract Start Date</th>
<th>Contract End Date</th>
<th>Use for</th>
</tr>
</thead>
<tbody>
<tr>
<td>Christine Kliebhan</td>
<td>December 1, 2018</td>
<td>November 30, 2019</td>
<td>PO25 only</td>
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</table>

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
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</thead>
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<tr>
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</tr>
<tr>
<td>2</td>
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<td>1,497</td>
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<td>3</td>
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<td>4</td>
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<td>EA</td>
<td>patient gown - standard classic blue</td>
<td>1200 2030 52230</td>
<td>3.49</td>
<td>6,282</td>
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<td>5</td>
<td>250</td>
<td>EA</td>
<td>white bath blanket</td>
<td>1200 2030 52230</td>
<td>3.49</td>
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</tbody>
</table>

**Requisition Total**: $13,866.74

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

Furnish and deliver various linens for the DuPage Care Center for the period December 1, 2018 through November 30, 2019, per low bid #18-193-CARE.

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

this bid was split between 2 vendors - these 6 out of 13 items bid were the lowest for Bob Barker Company

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

HHS Committee November 6, 2018
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 of 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.

Signature on file
DuPage County, Illinois
BUDGET ADJUSTMENT
Effective September 21, 2016

From: 1200
Accounting

To: 1200
Accounting

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Sub-Account</th>
<th>Type</th>
<th>Amount</th>
<th>Finance Dept Use Only</th>
<th>Date of Balance</th>
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</thead>
<tbody>
<tr>
<td>2040</td>
<td>54010</td>
<td></td>
<td>BUILDING IMPROVEMENTS</td>
<td>$16,559.00</td>
<td>Prior to Transfer: $18,674.80, After Transfer: $115,800</td>
<td>10/24/18</td>
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<tr>
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<td>Available Balance: $7,115,800</td>
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</table>

Total: $16,559.00

<table>
<thead>
<tr>
<th>Accounting Unit</th>
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<th>Sub-Account</th>
<th>Type</th>
<th>Amount</th>
<th>Finance Dept Use Only</th>
<th>Date of Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>2040</td>
<td>53010</td>
<td></td>
<td>ENGINEERING/ARCHITECTURAL SVC</td>
<td>$16,559.00</td>
<td>Prior to Transfer: (8,903.34), After Transfer: 7,655,66</td>
<td>10/24/18</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Available Balance: 7,655,66</td>
<td></td>
</tr>
</tbody>
</table>

Total: $16,559.00

Reason for Request:
Transfer monies to cover professional engineering services for electrical engineering services through 11/30/18

Signature on file

Finance Department Use Only

Signature on file

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

Packet Pg. 217
From: 1200 Company Accounting DuPage County, Illinois

BUDGET ADJUSTMENT
Effective September 21, 2016

DUPAGE CARE CENTER
Company/Accounting Unit Name

Accounting Unit | Account | Sub-Account | Title | Amount | Prior to Transfer | After Transfer | Date of Transfer
--- | --- | --- | --- | --- | --- | --- | ---
2035 | 53807 |  | SOFTWARE MAINT AGREEMENTS | $500.00 | 2630 | 2130 | 10/24/18
2035 | 53810 |  | CUSTOMER SERVICES | $2,500.00 | 6384 | 3784 | 10/24/18
2040 | 54010 |  | BUILDING IMPROVEMENTS | $77,900.00 | 793,774.80 | 705,774.80 | 10/24/18
2045 | 53200 |  | NATURAL GAS | $33,000.00 | 4,313.79 | 33,313.79 | 10/24/18

Total $113,900.00

To: 1200 Company Accounting

Accounting Unit | Account | Sub-Account | Title | Amount | Prior to Transfer | After Transfer | Date of Transfer
--- | --- | --- | --- | --- | --- | --- | ---
2075 | 53410 |  | RENTAL OF MACHINERY & EQUIPMENT | $3,000.00 | 402 | 3402 | 10/24/18
2045 | 53220 |  | WATER & SEWER | $61,700.00 | 2379.29 | 34,079.29 | 10/24/18
2045 | 53210 |  | ELECTRICITY | $49,200.00 | 130,870.01 | 179,370.01 | 10/24/18

Total $113,900.00

Reason for Request:

Transfer monies to cover remaining rental expenses for liquid medical oxygen, oxygen, helium, and carbon dioxide and transfer monies to cover water/sewer/electricity for remainder of FY18.

Finance Department Use Only

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

Signature on file

Signature on file

****Please sign in blue ink on the original form****
Request Date: 10/16/2018 | Account Code: 5000-1720

**Purpose of Trip:** (explain fully the necessity of making the trip)
To attend the Ombudsman Level 1 Training

Destination: Bloomington, IL

Date of Departure: 11/8/2018 | Date of Return Arrival: 11/9/2018

(Please include a detailed explanation if different from official business dates)

*Please indicate the estimated amount for each applicable expense.*

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registration:</td>
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<tr>
<td>Transportation:</td>
<td>$145.00</td>
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<tr>
<td>Lodging:</td>
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<td>Rental Car:</td>
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<tr>
<td></td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Reference Materials:</td>
<td>0</td>
</tr>
<tr>
<td>Meals: (Per Diems):</td>
<td>$80.00</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td><strong>$305.00</strong></td>
</tr>
</tbody>
</table>

Enacted and approved this 13th day of November, 2018 at Wheaton, Illinois.

DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK

RESULT: APPROVED [UNANIMOUS]
MOVER: Sam Tornatore, Vice Chair
SECONDER: Dino C. Gavanes, District 1
AYES: Amy L. Grant, Greg Hart, Sam Tornatore, Dino C. Gavanes
ABSENT: Elizabeth Chaplin, Tonia Khouri, Robert L Larsen
Grant Proposal Notification

GPN Number: 056-18  Date of Notification: 10/29/2018 (MM/DD/YYYY)
(Completed by Finance Department)

Parent Committee Agenda Date: 11/13/2018  Grant Application Due Date: NA (MM/DD/YYYY)
(Completed by Finance Department)

Name of Grant: Recreation Therapy Grant FY19

Name of Grantor: DuPage Care Center Foundation

Originating Entity: DuPage Care Center

County Department: Shauna Berman, Assistant Administrator, x4261
(Name, Title, and Extension)

Department Contact: HHS

Parent Committee: $18,000.00

Grant Amount Requested: Project
(Competitive, Continuation, Formula, Project, Direct Payment, Other – Please Specify)

Is this a new non-recurring Grant:  No

Source of Grant:Federal  State  Private  Corporate

If Federal, provide CFDA: If State, provide CSFA:

Page 1 of 5
1. Justify the department’s need for this grant.

Grant allows the facility to extend recreational and quality of life programs for the residents. It allows for additional opportunities to take residents out into the community and enhances weekend and evening activities for the residents.

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

Quality of Life - supports operational strategy to improve the quality of life for short stay and long term care resident that live at the facility.

3. What is the period covered by the grant?  
   
   $\frac{12/01/2018}{(MM/DD/YYYY)}$ to: $\frac{11/30/2019}{(MM/DD/YYYY)}$

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 $18,850.00 Percentage covered by grant 100

6.1.2. Total fringe benefits $0.00 Percentage covered by grant 0

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)  

No

6.3.1. If yes, please answer the following:

6.3.1.1. How many years beyond the grant term? 

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

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? 

0

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

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)?  

$18,000.00