1. **CALL TO ORDER**

   9:00 AM meeting was called to order by District 5 Janice Anderson at 9:04 AM.

2. **ROLL CALL**

   **PRESENT:** Anderson, Berlin, Bucholz, Chaplin, Elliott (9:06 AM), Grogan, Henry, Kachiroubas, Krajewski  
   **ABSENT:** Gavanes, Wiley, Zaruba (Excused)

   Conor McCarthy was present as a representative for Member Robert Berlin, State's Attorney.  
   Aaron Jacobs was present as a representative for Member John Zaruba, County Sheriff.  
   Peter Balgemann was present as a representative for Bob Grogan, County Auditor.

   Chairman Wiley was absent due to being called away on U.S. military business.

3. **CHAIRMAN'S REMARKS**

   Vice-Chairwoman Anderson noted that Chairman Wiley was absent due to being out of the country on military business. She said that Chairman Wiley wanted to point out to the committee the significant challenges ahead with $30 million in capital expenditures and $16 million in operational expenditures, noting that he is confident in the IT staff.

4. **PUBLIC COMMENT**

   None.

5. **APPROVAL OF MINUTES**

   **A. Technology Committee - Regular Meeting - Oct 23, 2018 9:00 AM**

   RESULT: ACCEPTED [UNANIMOUS]  
   MOVER: Chris Kachiroubas, Circuit Court Clerk  
   SECONDER: Fred Bucholz, Recorder  
6. **ACTION ITEMS**

A. TE-P-0312-18 Recommendation for the approval of a contract purchase order to Cellco Partnership d/b/a Verizon Wireless, to provide wireless services including basic cellular voice, smart phones, wireless data and push-to-talk for Information Technology. This contract covers the period of December 1, 2018, through November 30, 2019, for a contract total of $170,000.00. Contract let pursuant to the Governmental Joint Purchasing Act in compliance with 30 ILCS 525/2 "Governmental Joint Purchasing Act" - State of Illinois - Master Contracts CMS793372P.

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<td>ABSENT:</td>
<td>Zaruba</td>
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RESULT:  APPROVED [UNANIMOUS]
MOVER:  Brian J Krajewski, District 3
SECONDER: Chris Kachiroubas, Circuit Court Clerk
AYES: Anderson, Berlin, Bucholz, Chaplin, Elliott, Grogan, Henry, Kachiroubas, Krajewski
ABSENT: Gavanes, Wiley
ABSENT: Zaruba

B. TE-P-0313-18 Recommendation for the approval of a contract purchase order to CDW Government, Inc. for Microsoft Licensing, for Information Technology, for a total contract amount of $57,076.88. Contract let pursuant to the Governmental Joint Purchasing Act in compliance with 30 ILCS 525/2 "Governmental Joint Purchasing Act" - State of Illinois - Master Contracts. #CMS 694510

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<td>Zaruba</td>
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RESULT:  APPROVED [UNANIMOUS]
MOVER:  Brian J Krajewski, District 3
SECONDER: Chris Kachiroubas, Circuit Court Clerk
AYES: Anderson, Berlin, Bucholz, Chaplin, Elliott, Grogan, Henry, Kachiroubas, Krajewski
ABSENT: Gavanes, Wiley
ABSENT: Zaruba

C. Consent Item -- Amendment to County Contract 2802-0001 issued to Workforce Fusion, LLC, to extend the contract through November 30, 2018, with no increase in contract amount.
RESULT: APPROVED [UNANIMOUS]
MOVER: Fred Bucholz, Recorder
SECONDER: Chris Kachiroubas, Circuit Court Clerk
AYES: Anderson, Berlin, Bucholz, Chaplin, Elliott, Grogan, Henry, Kachiroubas, Krajewski
ABSENT: Gavanes, Wiley
ABSENT: Zaruba

7. INFORMATIONAL ITEMS
Member Krajewski moved, seconded by Member Elliott, to combine and place on file items 7A through 7M. All ayes. Motion carried.

A. DT-P-0293-18 Recommendation for the approval of a contract purchase order to Cellco Partnerships d/b/a Verizon Wireless, for cellular and wireless services, as needed for the Division of Transportation, for the period December 1, 2018 through November 30, 2019, for a contract total not to exceed $57,000.00; Contract let pursuant to the Governmental Joint Purchasing Act (State of Illinois) Act (State of Illinois)

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

B. 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: Brian J Krajewski, District 3
SECONDER: Tim Elliott, District 4
AYES: Anderson, Berlin, Bucholz, Chaplin, Elliott, Grogan, Henry, Kachiroubas, Krajewski
ABSENT: Gavanes, Wiley
ABSENT: Zaruba
C. JPS-P-0295-18 Recommendation for the approval of a contract purchase order to Integrated Solutions Consulting, Inc., to provide CEMP Maintenance, Licensing, and Technical Upgrades, covering the period of December 1, 2018 through November 30, 2019 for the Office of Homeland Security Emergency Management for a contract total amount not to exceed $33,000.00. Per 55 ILCS 5/5-1022 Competitive Bids (d) IT/Telecom purchases under $35,000.00.

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

D. JPS-P-0296-18 Recommendation for the approval of a contract purchase order to NEC Corporation of America for the purchase of IBW Latent Workstation and Onsite IBW latent on site training for 2 people, for the Sheriff's Office Crime Laboratoary, not to exceed $44,790.00. Per DuPage County Purchasing Ordinance, Article 4-102(5) - Sole source IBW Latent Workstation) To be funded by Sheriff's Office Federal Treasury Account

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

E. JPS-P-0297-18 Recommendation for the issuance of a contract purchase order to HOV Services, Inc., for annual renewal for maintenance to support the Kodak i1860 scanners for the Circuit Court Clerk for the period of December 1, 2018 through November 30, 2019, for a contract total not to exceed $35,085.00. 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: Brian J Krajewski, District 3
SECONDER: Tim Elliott, District 4
AYES: Anderson, Berlin, Bucholz, Chaplin, Elliott, Grogan, Henry, Kachiroubas, Krajewski
ABSENT: Gavanes, Wiley
ABSENT: Zaruba

F. JPS-P-0299-18 Recommendation for the approval of contract purchase order to Cellco Partnership d/b/a Verizon Wireless, for cellular and wireless services, for the period December 1, 2018 through November 30, 2019 for Office of the Circuit Court Clerk, for a contract total not to exceed $30,000. Contract let pursuant to the Governmental Joint Purchasing Act. State of Illinois (Cooperative Purchasing Agreement CMS793372P).

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

G. JPS-P-0303-18 Recommendation for the approval of a contract purchase order to Cellco Partnership d/b/a Verizon Wireless, for cellular and wireless services, for the period December 1, 2018 through November 30, 2019, for Probation & Court Services, for a contract total not to exceed $33,920.00; per State of Illinois Master Contract #CMS5793372P.

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

H. JPS-R-0924-18 RESOLUTION -- Authorizing the Execution of an Agreement with Tarrant County, Texas and the Texas Conference of Urban Counties and the DuPage State's Attorney Office with regards to professional case management and digital media services.
RESULT: APPROVED [UNANIMOUS]
MOVER: Brian J Krajewski, District 3
SECONDER: Tim Elliott, District 4
AYES: Anderson, Berlin, Bucholz, Chaplin, Elliott, Grogan, Henry, Kachiroubas, Krajewski
ABSENT: Gavanes, Wiley
ABSENT: Zaruba

I. 2018-256 Recommendation for the approval of a contract purchase order to Midwestern Software Solutions, for annual maintenance and support services for the Transportation Database Management System, as needed for the Division of Transportation, for the period December 1, 2018 through November 30, 2019, for a contract total not to exceed $9,350.00; Per 55 ILCS 5/5-1022 “Competitive Bids” (c) not suitable for competitive bids
RESULT: APPROVED [UNANIMOUS]
MOVER: Brian J Krajewski, District 3
SECONDER: Tim Elliott, District 4
AYES: Anderson, Berlin, Bucholz, Chaplin, Elliott, Grogan, Henry, Kachiroubas, Krajewski
ABSENT: Gavanes, Wiley
ABSENT: Zaruba

J. 2018-257 Recommendation for the approval of a contract purchase order to Verizon Connect NWF Inc., to provide network fleet service/hardware for the Division of Transportation, for the period December 1, 2018 through November 30, 2019, for a contract total not to exceed $22,500.00; Contract pursuant to the Intergovernmental Cooperation Act (Government Services Administration)
RESULT: APPROVED [UNANIMOUS]
MOVER: Brian J Krajewski, District 3
SECONDER: Tim Elliott, District 4
AYES: Anderson, Berlin, Bucholz, Chaplin, Elliott, Grogan, Henry, Kachiroubas, Krajewski
ABSENT: Gavanes, Wiley
ABSENT: Zaruba
K. 2018-260 Recommendation for the approval of a Contract Purchase Order issued to Cello Partnership d/b/a Verizon Wireless, for cellular and wireless services, for the period December 1, 2018 through November 30, 2019, for Building & Zoning, for a contract total not to exceed $10,695; Contract let pursuant to the Governmental Joint Purchasing Act (State of Illinois) DuPage County Development Committee Vote (to approve) 5 Ayes, 0 Nays 1 Absent

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L. 2018-261 Recommendation for approval of a contract purchase order to HOV Services Inc, for professional services to perform scanning of one-year of Building and Zoning permit files, for the period December 1, 2018 through November 30, 2019, for Building & Zoning, for a contract total amount not to exceed $12,000, per attached 2019 price estimate and Agreement, per 55 ILCS 5/5-1022 "Competitive Bids" (d) IT/Telecom purchases under $35,000.00. DuPage County Development Committee Vote (to approve) 5 Ayes, 0 Nays 1 Absent

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M. 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.
RESULT: APPROVED [UNANIMOUS]
MOVER: Brian J Krajewski, District 3
SECONDER: Tim Elliott, District 4
AYES: Anderson, Berlin, Bucholz, Chaplin, Elliott, Grogan, Henry, Kachiroubas, Krajewski
ABSENT: Gavanes, Wiley
ABSENT: Zaruba

8. OLD BUSINESS
None.

9. NEW BUSINESS
None.

10. ADJOURNMENT
With no further business and without objection, the meeting was adjourned.
1. CALL TO ORDER

9:00 AM meeting was called to order by Chairman Kevin Wiley at 9:25 AM.

2. ROLL CALL


ABSENT:

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

Member Elliott was absent at roll call due to his attendance at the Public Transit Committee meeting.

3. CHAIRMAN'S REMARKS

Chairman Wiley noted that there would be a cyber security update in executive session.

4. PUBLIC COMMENT

None.

5. APPROVAL OF MINUTES

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

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Elizabeth Chaplin, District 2
SECONDER: Dino C. Gavanes, District 1
ABSENT: Elliott

6. ACTION ITEMS
A. TE-P-0285-18 Recommendation for the approval of a contract purchase order to Insight Public Sector for the purchase of 70 laptops for use in the State's Attorney's Office, for Information Technology, for a contract total of $89,880.00. Contract pursuant to the Intergovernmental Cooperation Act (U.S. Communities) contract #4400006644.

RESULT: APPROVED [UNANIMOUS]
MOVER: Fred Bucholz, Recorder
SECONDER: Janice Anderson, District 5
ABSENT: Elliott

B. TE-P-0286-18 Recommendation for the approval of a contract purchase order to Hewlett Packard Enterprise, Inc., for the purchase of two (2) HP DL380 Gen 10 servers, for Information Technology, for a contract total amount of $45,332.38, per Cooperative Purchasing Agreement Pricing, in compliance with 30 ILCS 525/2 "Governmental Joint Purchasing Act" - State of Illinois Master Contract #CMS694748A.

Member Grogan inquired about the different cooperative agreements used for items 6A and 6B. Wendi Wagner, Network Systems Manager, explained the difference is one is a national contract while the other is a state contract. Don Carlsen, CIO, added that future decision memos will mention cost comparisons.

RESULT: APPROVED [UNANIMOUS]
MOVER: Chris Kachiroubas, Circuit Court Clerk
SECONDER: Janice Anderson, District 5
ABSENT: Elliott

C. TE-P-0287-18 Recommendation for the approval of a contract purchase order to CDW Government, Inc., to procure network switch equipment for the County's core network and Data Center, for Information Technology, for a contract total amount of $107,679.60. Contract pursuant to the Intergovernmental Cooperation Act (National IPA) contract #201811-01.
RESULT: APPROVED [UNANIMOUS]
MOVER: Gwen Henry, Ex-Officio - Treasurer
SECONDER: Elizabeth Chaplin, District 2
ABSENT: Elliott

D. TE-P-0288-18 Recommendation for the approval of a contract purchase order to Sentinel Technologies, Inc., to provide time and materials maintenance service for personal computers, related equipment, peripherals, printers, and network equipment. This contract covers the period of November 1, 2018 through October 31, 2021 for Information Technology, for a contract total amount of $120,000.00, per lowest responsible bid #18-159-GV.

RESULT: APPROVED [UNANIMOUS]
MOVER: Janice Anderson, District 5
SECONDER: Elizabeth Chaplin, District 2

E. TE-P-0289-18 Recommendation for the approval of a contract purchase order to Telcom Innovations Group for the renewal of hardware and software maintenance of the telephone system, voice mail and auxiliary systems. This contract covers the period of November 1, 2018 through October 31, 2019 for Information Technology, for a contract total amount of $38,349.85. Third of three (3) optional twelve- (12) month renewals per bid award 15-182-KK.

RESULT: APPROVED [UNANIMOUS]
MOVER: Brian J Krajewski, District 3
SECONDER: Chris Kachiroubas, Circuit Court Clerk

F. TE-P-0290-18 Recommendation for the approval of a contract purchase order to CDWG, Inc., to enter into an Enterprise Term License Agreement with Adobe Systems Incorporated for Adobe software licensing for use by DuPage County and the Forest Preserve District of DuPage County, for the period of November 10, 2018 through November 9, 2019, for Information Technology, for a contract total of $81,045.44. Contract pursuant to the Intergovernmental Cooperation Act (National IPA Cooperative Purchasing Agreement #201811-01)
RESULT: APPROVED [UNANIMOUS]
MOVER: Janice Anderson, District 5
SECONDER: Elizabeth Chaplin, District 2
AYES: Anderson, Berlin, Bucholz, Chaplin, Elliott, Gavanes, Grogan, Henry,
Kachiroubas, Krajewski, Wiley, Zaruba

G. 2018-253 Recommendation for the approval of a contract purchase order to Iron Mountain Off-Site Data for off-site vaulting services of computer media for the period of November 1, 2018 through October 31, 2019, for Information Technology, for a contract total amount of $12,000.00, per 55 ILCS 5/5-1022 (d) – IT/Telecom purchases under $35,000.00.

Member Grogan abstained from voting on item 6G.

RESULT: APPROVED [11 TO 0]
MOVER: Elizabeth Chaplin, District 2
SECONDER: Brian J Krajewski, District 3
AYES: Anderson, Berlin, Bucholz, Chaplin, Elliott, Gavanes, Henry, Kachiroubas,
Krajewski, Wiley, Zaruba
ABSTAIN: Grogan

H. 2018-254 Recommendation for the approval of a contract purchase order to Granite Telecommunications, LLC, for the procurement of one (1) PRI circuit, 200 DIDs, and 5,000 combined minutes per month for fax services, for Information Technology, for a contract total amount of $18,900.00. Exempt from bidding per 55 ILCS 5/5-1022 "Competitive Bids" (d) IT/Telecom purchases under $35,000.00.

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

I. 2018-255 Recommendation for the approval of a contract purchase order to Infor (US) Inc., for application support with the Human Resources and Payroll modules of the ERP system for the Human Resources Department, covering the period of November 1, 2018 through October 31, 2019, for a total contract amount of $22,800.00. 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: Tim Elliott, District 4
SECONDER: Elizabeth Chaplin, District 2

J. Consent Item -- Amendment to County Contract 1648-0001-SERV, issued to Pictometry International Corporation, to extend the contract through November 30, 2022 due to O'Hare Airport flight restrictions during the 2016 project, and to decrease the contract amount by $0.03 due to updated pricing, resulting in an amended contract total of $758,429.97.

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

K. Consent Item -- Amendment to County Contract 60000018, issued to Kinsey & Kinsey, Inc., for ERP consulting services for the Finance and Treasurer departments, for Information Technology, to increase the contract amount by $6,200.00, resulting in an amended contract total of $21,200.00, an increase of 41.33%.

RESULT: APPROVED [UNANIMOUS]
MOVER: Gwen Henry, Ex-Officio - Treasurer
SECONDER: Brian J Krajewski, District 3

7. INFORMATIONAL ITEMS

A. AS-P-0274-18 Recommendation for the approval of a contract purchase order to Pethealth Services Inc., for new shelter database software for a five (5) year period beginning October 23, 2018, for a contract total not to exceed $243,850.00, per most qualified offeror per proposal 18-094-JM. Future required customized modules will be added via a Change Order.
RESULT: APPROVED [UNANIMOUS]
MOVER: Brian J Krajewski, District 3
SECONDER: Elizabeth Chaplin, District 2

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

RESULT: APPROVED [UNANIMOUS]
MOVER: Brian J Krajewski, District 3
SECONDER: Elizabeth Chaplin, District 2

C. JPS-P-0273-18 Recommendation for the approval of a contract purchase order to AdGators.com LLC., to provide court call monitors and digital signage, for the Office of the Circuit Court Clerk, for a contract total amount not to exceed $193,237.06. Per most qualified Proposal 18-167-JM.

Member Krajewski moved, seconded by Member Chaplin, to combine and place on file items 7A through 7C. All ayes. Motion carried.

RESULT: APPROVED [UNANIMOUS]
MOVER: Brian J Krajewski, District 3
SECONDER: Elizabeth Chaplin, District 2

8. OLD BUSINESS

9. NEW BUSINESS

Member Krajewski asked if the open Personal Computer Technician position is a replacement; Mr. Carlsen said yes. Member Krajewski then asked if the open Temporary Principal Business Analyst position is being filled by a retired employee. Mr. Carlsen explained that yes, it is being filled by a former IT employee who retired. He noted that IT is planning to use him on an as-
needed basis as we transition staff to handle the real estate and tax system, adding he hopes that will be sparingly or possibly not at all. Mr. Carlsen further explained that this hire is being used to mitigate any potential risks we may during this transition. Member Krajewski asked why backups are needed when we have other staff to handle this project. Mr. Carlsen explained that Mr. Bendinelli was the principal architect on the system and has a lot more experience with it, adding again that hiring him will help mitigate any risks as the team transitions. Member Grogan commented that he recommended this hire for the County's safety and security while staff becomes familiar with the current system as well as during the implementation of a new real estate and tax system.

10. EXECUTIVE SESSION
Member Elliott moved, seconded by Member Kachiroubas to move into executive session. On roll call, all ayes. Motion carried.

A. Pursuant to Open Meetings Act 5 ILCS 120/2 (c) (8) - Security Matters

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B. Cyber Security Report

RESULT: ANNOUNCED

11. ADJOURNMENT
With no further business and without objection, the meeting was adjourned.
**Procurement Review Checklist**

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions

Attach Required Vendor Ethics Disclosure Statement

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<th>Vendor #: 10597</th>
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<tr>
<td>Dept: Information Technology</td>
<td>Contact: Wendi Wagner</td>
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<td>Phone: 630-407-5064</td>
<td>Assigned Committee: Technology</td>
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**Date:** Oct 15, 2018

**MinuteTraq (IQM2) ID #:** 13702

**Contract:**

| 12/01/2018 to 11/30/2019 | $170,000.00 |

**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)): FY19-1000-1110-53260; FY19-1000-1110-52100

**DECISION MEMO NOT REQUIRED**

- LOWEST RESPONSIBLE QUOTE # or BID #
- RENEWAL, Enter Bid #
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5)
- PER 55 ILCS 5/5-1022 'Competitive Bids' (c) 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 (301CS525)
- Under Government Joint Purchasing Act (301CS525) select one below

  - State of Illinois - Master Contracts # CMS793372P

- 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)**

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**Packet Pg. 16**

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER

Rev 1.8

9/11/17
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**Requisition Total**: $170,000

**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):

Per State of Illinois Master Contract CMS793372P

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

Procurement Services Division

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

Date: Oct 15, 2018

MinuteTraq (IQM2) ID #: 13702

Department Requisition #:________________

---

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.

The County currently has over 1000 cellular devices for use for County business. Providing this service aids the employees in accomplishing their responsibilities.

---

Strategic Impact

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

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 $170,000 per year.
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

Signature on File

Printed Name

Todd Luccisano

Title

Executive Director - Contract Mgmt

Date

10/18/2018

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

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions

Attach Required Vendor Ethics Disclosure Statement

<table>
<thead>
<tr>
<th>Vendor: CDW Government, Inc.</th>
<th>Vendor #: 10667</th>
<th>Contract Term:</th>
<th>Contract Total:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Information Technology</td>
<td>Contact: Wendi Wagner</td>
<td>Phone: 630-407-5064</td>
<td>Assigned Committee: Technology</td>
</tr>
</tbody>
</table>

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

Licensing for Microsoft SQL Server, Windows Data Center Server, Remote Desktop Services and Microsoft Project.

**Reason for Procurement**

This licensing is required in order to utilize Microsoft software.

---

**FUNDING SOURCE**

- [x] Procurement budgeted for (FY and budget code(s)): FY18 - 1000-1110-53806
- [ ] 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**

- [x] Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCSS25)
- [x] Under Government Joint Purchasing Act (30ILCSS25) select one below
  - State of Illinois - Master Contracts # CMS6945110
  - [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP # ____________________________ (include Evaluation Summary if applicable)
  - [ ] RENEWAL OF RFP # ____________________________
  - [ ] PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
  - [ ] OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
  - [ ] REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
  - [ ] OTHER THAN LOWEST RESPONSIBLE, BID # ____________________________

---

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

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<th>Oct 24, 2018</th>
<th>Recommended for Approval</th>
<th>10-24-18</th>
<th>IT Approval, if required</th>
<th>Date</th>
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<thead>
<tr>
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<td>(Decision Memos Over $25,000)</td>
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<td>(Decision Memos Over $25,000)</td>
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**Purchase Requisition**  
**Procurement Services Division**

- **Vendor:** CDW Government, Inc.  
- **Vendor #:** 10667  
- **Dept:** Information Technology

---

**Send Purchase Order To:**

- **Vendor:** CDW Government, Inc.  
- **Vendor #:** 10667  
- **Attn:** Jennifer Lagoni  
- **Email:** Jennandmeagan@cdwg.com  
- **Address:** 230 N. Milwaukee Ave  
- **City:** Vernon Hills  
- **State:** IL  
- **Zip:** 60061  
- **Phone:** 312-705-9093  
- **Fax:** 312-705-9193

---

**Send Invoices To:**

- **Dept:** Information Technology
- **Attn:** Sarah Godzicki  
- **Email:** sarah.godzicki@dupageco.org

---

**Send Payments To:**

- **Vendor:** CDW Government, Inc.  
- **Vendor #:** 10667  
- **Attn:** Wendi Wagner  
- **Email:** wendi.wagner@dupageco.org

---

**Ship To:**

- **Dept:** Information Technology
- **Attn:** Wendi Wagner  
- **Email:** wendi.wagner@dupageco.org

---

**Items:**

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**Requisition Total:** $57,076.88

---

**Header Comments:**  
As specified in quote KDNL697

---

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

---

**User Department Internal Notes:**
**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: Information Technology</th>
<th>Department Contact: Wendi Wagner</th>
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<tbody>
<tr>
<td>Contact Email: <a href="mailto:wendi.wagner@dupageco.org">wendi.wagner@dupageco.org</a></td>
<td>Contact Phone: 630-407-5064</td>
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<tr>
<td>Vendor Name: CDW Government, Inc.</td>
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**Date:** Oct 10, 2018

**MinuteTraq (IQM2) ID #:** 13678

**Department Requisition #:**

---

**Action Requested**

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

Procure Microsoft licensing for SQL Server, Windows Data Center, Remote Desktop Services and Microsoft Project.

---

**Summary Explanation/Background**

Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

We purchased two new servers to replace two servers running Microsoft SQL. New SQL Server software licensing is required. We also added 3 new servers to run VMWare. In order to virtualize servers on these new physical servers, Microsoft Data Center licensing is required. Additionally, several staff have requested to use Microsoft Project for Project Management and Remote Desktop Services licensing is required to allow staff to utilize remote desktops in a Citrix environment.

---

**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

This licensing is required to legally run copies of the above software.

---

**Source Selection/Vetting Information**

Describe method used to select source.

This pricing is based on the pre-bid State of Illinois CMS Contract CMS6945110. CDW is the registered vendor for this contract and therefore receives better discounts than other vendors for pricing.

---

**Recommendations/Alternatives**

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

Staff recommends entering into this lease agreement with CDW using the State of Illinois CMS contract.

---

**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.

FY 18 - 1000-1110-53806 - $57,076.88
DEAR WENDI WAGNER,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

<table>
<thead>
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**PURCHASER BILLING INFO**

| Billing Address: DUPAGE COUNTY DATA PROCESSING DEPARTMENT 421 N COUNTY FARM RD WHEATON, IL 60187-3978 Phone: (630) 682-7030 Payment Terms: Net 30 Days-Govt State/Local | SUBTOTAL | $36,488.88 |
| SHIPPING | $0.00 |
| SALES TAX | $0.00 |
| GRAND TOTAL | $36,488.88 |

**DELIVER TO**

| Shipping Address: DUPAGE COUNTY DATA PROCESSING DEPARTMENT 421 N COUNTY FARM RD WHEATON, IL 60187-3978 Phone: (630) 682-7030 Shipping Method: ELECTRONIC DISTRIBUTION | CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515 |

Need Assistance? CDW•G SALES CONTACT INFORMATION

CDWG Account Team - Jen and Meagan | (866) 339-7925 | jennandmeagan@cdwg.com

This quote is subject to CDW’s Terms and Conditions of Sales and Service Projects at [http://www.cdwg.com/content/terms-conditions/product-sales.aspx](http://www.cdwg.com/content/terms-conditions/product-sales.aspx)
For more information, contact a CDW account manager
© 2018 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239
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Billing Address:
DUPAGE COUNTY
DATA PROCESSING DEPARTMENT
421 N COUNTY FARM RD
WHEATON, IL 60187-3978
Phone: (630) 682-7030
Payment Terms: Net 30 Days-Govt State/Local

DELIVER TO

Shipping Address:
DUPAGE COUNTY
DATA PROCESSING DEPARTMENT
421 N COUNTY FARM RD
WHEATON, IL 60187-3978
Phone: (630) 682-7030
Shipping Method: ELECTRONIC DISTRIBUTION

Please remit payments to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

Need Assistance? CDW•G SALES CONTACT INFORMATION

CDWG Account Team - Jen and Meagan | (866) 339-7925 | jennandmeagan@cdwg.com

This quote is subject to CDW’s Terms and Conditions of Sales and Service Projects at http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager
© 2018 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239
Required Vendor Ethics Disclosure Statement

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

Date: ___________________

Bid/Contract/PO #: ___________________

Company Name: CDW Government LLC

Company Contact: Jenn Lagoni & Meagan McKone McKone

Contact Phone: 1-866-339-7925

Contact Email: jennandmeagan@cdwg.com

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature

Signature on File

Printed Name

Matt Flood

Title

Proposals Supervisor

Date

Feb 5, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page ________ of ________ (total number of pages)
**Request for Change Order**  
**Procurement Services Division**  
Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 2802-0001-SERV</th>
<th>Original Purchase Order Date: Sep 13, 2017</th>
<th>Change Order #: 2</th>
<th>Department: IT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: Workforce Fusion, LLC</td>
<td>Vendor #: 27474</td>
<td>Dept Contact: Sandy Modesitt</td>
<td></td>
</tr>
</tbody>
</table>

**Background and/or Reason for Change Order Request:**  
The change order will amend the contract end date with Workforce Fusion to upgrade Kronos for the Care Center and implement Employee Self Service (ESS) and Advanced Scheduler modules. This is a non-monetary Change Order.

**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>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Starting contract value</td>
<td>$46,750.00</td>
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<tr>
<td>B Net $ change for previous Change Orders</td>
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</tr>
<tr>
<td>C Current contract amount (A + B)</td>
<td>$46,750.00</td>
</tr>
<tr>
<td>D Amount of this Change Order</td>
<td>Increase</td>
</tr>
<tr>
<td>E New contract amount (C + D)</td>
<td>$46,750.00</td>
</tr>
<tr>
<td>F Percent of current contract value this Change Order represents (D / C)</td>
<td>0.00%</td>
</tr>
<tr>
<td>G Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

**DECISION MEMO NOT REQUIRED**

- [ ] Cancel entire order  
- [ ] Close Contract  
- [ ] Contract Extension (29 days)  
- [ ] Consent Only

**DECISION MEMO REQUIRED**

- [ ] Increase (greater than 29 days) contract expiration from: Jul 31, 2018 to: Nov 30, 2018
- [ ] Increase ≥ $2,500.00, or ≥ 10%, of current contract amount  
- [ ] Funding Source
- [ ] OTHER - explain below:

---

**CONSENT AGENDA**  
11/3/18

---

**Packet Pg. 26**

---
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: IT
Contact Email: sandy.modesitt@dupageco.org
Vendor Name: Workforce Fusion

Department Contact: Sandy Modesitt
Contact Phone: 630-407-5051
Vendor #: 27474

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

Change order to extend the contract through November 30, 2018.

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

The original end date was 3/31/2018; the first change order extended that through 7/31/2018. Work for V8 was further extended due to a number of reasons, including availability of Care Center staff for various parts of the project.

Strategic Impact

Customer Service

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

The County Board approved a purchase order on 9/26/2017 with Workforce Fusion to configure the upgraded Kronos installation, implement the Employee Self Service (ESS) and Advanced Scheduler modules, and work with Care Center staff to maximize functionality of the Kronos system and modules.

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

The Kronos upgrade of the project went well and the Care Center is now using the new version. Several improvements were realized with the upgrade. Additional time is needed to complete the remaining work to implement ESS and Advanced Scheduler.

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

Staff recommends extending the contract expiration date on the PO in order to complete the project.

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

The change order does not increase the contract value but allows the completion of the project.
### Purchase Requisition
**Procurement Services Division**

#### Send Purchase Order To:
- **Vendor:** Cellco Partnership dba Verizon Wireless
- **Vendor #:** 10597
- **Attn:** Anthony Durpetti
- **Email:** Anthony.Durpetti@verizonwireless.com
- **Address:** One Verizon Way
- **City:** Schaumburg
- **State:** IL
- **Zip:** 60173
- **Phone:** 630-800-0768

#### Send Invoices To:
- **Dept:** Division of Transportation
- **Division:**
- **Attn:** Kathleen Curcio
- **Email:** kathy.black@dupageco.org
- **Address:** 421 N. County Farm Road
- **City:** Wheaton
- **State:** IL
- **Zip:** 60187
- **Phone:**
- **Fax:**

#### Send Payments To:
- **Vendor:** Cellco Partnership dba Verizon Wireless
- **Vendor #:** 10597
- **Attn:**
- **Email:**
- **Address:** PO Box 25505
- **City:** Lehigh Valley
- **State:** PA
- **Zip:** 18002-5502
- **Phone:**
- **Fax:**

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

#### Use for:
- Contract Administrator
- **Contract Start Date:** Dec 1, 2018
- **Contract End Date:** Nov 30, 2019
- **PO25 only**

#### Item Detail (Product #)

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<tr>
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<th>FY</th>
<th>Dept #</th>
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<td>11,500.00</td>
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<td>2</td>
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<td>EA</td>
<td>Cellular and Wireless Services-Mntce</td>
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<td>3</td>
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<td>3500</td>
<td>52100</td>
<td></td>
<td></td>
<td>2,500.00</td>
<td>2,500.00</td>
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**Header Comments** (these comments will appear on the PO20 and PO25 Purchase Order):

D.O.T. Cellular and Wireless Services

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

Per State of Illinois Master Contract CMS793372P

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

Trans Committee - 11.06.18
County Board - 11.13.18

**Requisition Total:** $57,000.00
**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: Cellco Partnership dba Verizon Wireless</th>
<th>Vendor #: 10597</th>
<th>Contract Term: 12/01/2018 - 11/30/2019</th>
<th>Contract Total: $57,000.00</th>
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</thead>
<tbody>
<tr>
<td>Dept: Division of Transportation</td>
<td>Contact: Kathleen Curcio</td>
<td>Phone:</td>
<td>Assigned Committee: Transportation</td>
</tr>
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</table>

**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 Division of Transportation.

**FUNDING SOURCE**

- Procurement budgeted for (FY and budget code(s)): 1500-3500-53260/1500-3510-53260/1500-3500-52100
- Budget Transfer (Date) Add'l Information

**DECISION MEMO NOT REQUIRED**

- LOWEST RESPONSIBLE QUOTE # or BID # (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- RENEWAL, Enter Bid # Intergovernmental Agreement
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (attach Sole Source Justification form)
- PER 55 ILCS 5/5-1022 ‘Competitive Bids’ (d) IT/Telecom purchases under $35,000.00
- 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>
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<th>10-25-18</th>
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<td>Prepared By</td>
<td>Date</td>
<td>IT Approval, if required Date</td>
</tr>
<tr>
<td>Recommended for Approval</td>
<td>Date</td>
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**REVIEWED BY (Initials Only)**

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<tbody>
<tr>
<td>Date</td>
<td>Procurement Officer Date</td>
<td></td>
</tr>
<tr>
<td>Chief Financial Officer (Decision Memos Over $25,000)</td>
<td>10-20-18</td>
<td>10-26-18</td>
</tr>
<tr>
<td>Date</td>
<td>Chairman's Office Date</td>
<td></td>
</tr>
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</table>

**Attachment:** Verizon Wireless - Checklist (DT-P-0923-18 : Cellco Partnerships dba Verizon Wireless)
### 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: Kathleen Curcio</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:kathy.black@dupageco.org">kathy.black@dupageco.org</a></td>
<td>Contact Phone: 6900</td>
</tr>
<tr>
<td>Vendor Name: Cellco Partnership dba Verizon Wireless</td>
<td>Vendor #: 10597</td>
</tr>
</tbody>
</table>

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

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.

The County currently has over 1000 cellular devices for use for County business. 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 $57,000.00 per year.
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

Printed Name

Title

Date

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

**Procurement Services Division**

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<thead>
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<th>Date:</th>
<th>Oct 18, 2018</th>
</tr>
</thead>
<tbody>
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<tr>
<td>Department Req #:</td>
<td></td>
</tr>
<tr>
<td>RFP, Bid or Quote #:</td>
<td></td>
</tr>
</tbody>
</table>

## 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>
</tr>
</tbody>
</table>

## Send Invoices To:

<table>
<thead>
<tr>
<th>Vendor:</th>
<th>Cellco Partnership dba Verizon Wireless</th>
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## Send Payments To:

<table>
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<th>Cellco Partnership dba Verizon Wireless</th>
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## Ship To:

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<td>10597</td>
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<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>
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<tr>
<td>Address:</td>
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<td>Phone:</td>
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## Payment Terms

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<tr>
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<th>Requisitioner</th>
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<tbody>
<tr>
<td>Use for PO25 only</td>
<td>Contract Administrator</td>
<td>Contract Start Date: Oct 1, 2018</td>
<td>Contract End Date: Nov 30, 2019</td>
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## LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acctg Unit | Acct # | Sub-Accts and/or Activity # | Unit Price | Extension |
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</thead>
<tbody>
<tr>
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<td>1</td>
<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</td>
<td>5000</td>
<td>1720</td>
<td>53260</td>
<td>19-7035</td>
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## Header Comments

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

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

## 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):
# 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

**Contract Total:** $45,072

**Assigned Committee:** HHS

---

**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
- Budget Transfer (Date)
- Add'l Information

---

**DECISION MEMO NOT REQUIRED**

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

---

**DECISION MEMO REQUIRED**

- Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- 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 S10/2 (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>Oct 18, 2018</th>
<th>Recommended for Approval</th>
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<th>IT Approval, if required</th>
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<tr>
<th>Reviewed By (Initials Only)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Buyer</td>
</tr>
<tr>
<td>Procurement Officer</td>
</tr>
<tr>
<td>Chairman's Office (Decision Memos Over $25,000)</td>
</tr>
</tbody>
</table>

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**Packet Pg. 33**
**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 #:** 13720  
**Department Requisition #:**

---

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

<table>
<thead>
<tr>
<th>Action Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Summary Explanation/Background</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Strategic Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Service</td>
</tr>
<tr>
<td>The cellular and wireless services enable the Senior Services staff to provide valuable assistance to the senior citizens of DuPage County.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Source Selection/Vetting Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>State of Illinois Contract #CMS793372P</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Recommendations/Alternatives</th>
</tr>
</thead>
</table>
| 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.

<table>
<thead>
<tr>
<th>Fiscal Impact/Cost Summary</th>
</tr>
</thead>
</table>
| 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.

<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.

<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

Title

Date

---

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

**Procurement Services Division**

<table>
<thead>
<tr>
<th>Send Purchase Order To:</th>
<th>Send Invoices To:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Vendor:</strong> Integrated Solutions Consulting</td>
<td><strong>Vendor:</strong> Integrated Solutions Consulting</td>
</tr>
<tr>
<td><strong>Vendor #:</strong> 12659</td>
<td><strong>Dept:</strong> DuPage County</td>
</tr>
<tr>
<td><strong>Attn:</strong> John Rogan</td>
<td><strong>Division:</strong> OHSEM</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:john.rogan@i-s-consulting.com">john.rogan@i-s-consulting.com</a></td>
<td><strong>Attn:</strong> Rich Hellman</td>
</tr>
<tr>
<td><strong>Address:</strong> 3501 N. Southport Ave Suite 300</td>
<td><strong>Email:</strong> <a href="mailto:richard.hellman@dupageco.org">richard.hellman@dupageco.org</a></td>
</tr>
<tr>
<td><strong>City:</strong> Chicago</td>
<td><strong>Address:</strong> 418 N County Farm Rd</td>
</tr>
<tr>
<td><strong>State:</strong> IL</td>
<td><strong>City:</strong> Wheaton</td>
</tr>
<tr>
<td><strong>Zip:</strong> 60657</td>
<td><strong>State:</strong> IL</td>
</tr>
<tr>
<td><strong>Phone:</strong> 773-383-7221</td>
<td><strong>Zip:</strong> 60187</td>
</tr>
<tr>
<td><strong>Fax:</strong> 877-684-0557</td>
<td><strong>Phone:</strong> 630-407-2918</td>
</tr>
<tr>
<td><strong>Fax:</strong> 630-407-2918</td>
<td><strong>Fax:</strong> 630-682-7931</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Send Payments To:</th>
<th>Ship To:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Vendor:</strong> Integrated Solutions Consulting</td>
<td><strong>Vendor:</strong> Integrated Solutions Consulting</td>
</tr>
<tr>
<td><strong>Vendor #:</strong> 12659</td>
<td><strong>Dept:</strong> DuPage County</td>
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<td><strong>Email:</strong> <a href="mailto:richard.hellman@dupageco.org">richard.hellman@dupageco.org</a></td>
</tr>
<tr>
<td><strong>State:</strong> IL</td>
<td><strong>Address:</strong> 418 N County Farm Road</td>
</tr>
<tr>
<td><strong>Zip:</strong> 60163</td>
<td><strong>City:</strong> Wheaton</td>
</tr>
<tr>
<td><strong>Phone:</strong> 773-383-7221</td>
<td><strong>State:</strong> IL</td>
</tr>
<tr>
<td><strong>Fax:</strong> 877-684-0557</td>
<td><strong>Zip:</strong> 60187</td>
</tr>
<tr>
<td>Phone: 630-407-2918</td>
<td><strong>Phone:</strong> 630-682-7931</td>
</tr>
</tbody>
</table>

### Line Items

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<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>n/a</td>
<td>CEMP Project</td>
<td>19</td>
<td>1000</td>
<td>1900</td>
<td>53020</td>
<td></td>
<td>33,000.00</td>
<td>33,000.00</td>
</tr>
</tbody>
</table>

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

- Renewal #1 per Integrated Solutions Consulting Scope of Work Dated 10/20/17

**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):

---

**Packet Pg. 36**

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER

Rev 1.5  
07/13/17
## JUSTIFICATION FOR SOLE SOURCE

(PLEASE COMPLETE AND ATTACH TO PURCHASE REQUISITION)

<table>
<thead>
<tr>
<th>REQUISITION #</th>
<th>DEPARTMENT</th>
<th>OHSEM</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Integrated Solutions Consulting</td>
<td></td>
</tr>
</tbody>
</table>

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

The Comprehensive Emergency Management Plan (CEMP) is a web-based solution for our complex emergency management planning needs, daily operational needs, and unit and incident reporting needs. It also addresses the need for municipalities within the county to operate on a single platform for emergency planning.

**THIS IS A SOLE SOURCE BECAUSE VENDOR IS:**

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

**REQUESTED SOURCE** | Integrated Solutions Consulting | **CONTACT** | John Rogan
**PHONE** | 773-383-7221 | **WEBSITE** | www.i-s-consulting.com

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

Please see attached documentation provided by Integrated Solutions Consulting.

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

This product was provided as part of a previous project that Integrated Solutions Consulting conducted for OHSEM, therefore, other in-depth tests have not been conducted.

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

Other products such as Web EOC were reviewed in the past but were found to not offer the same level of features and functionality the CEMP offers. A great deal of time has been invested ensuring that DuPage County municipal and health partners are utilizing this software. Exploring alternatives would require starting over entirely and is not feasible to solicit.

**DEPARTMENT APPROVAL**

**PURCHASING REVIEW**

Packet Pg. 37
October 20, 2017

DuPage County Office of Homeland Security and Emergency Management
Attn: Jeremy Hirst, Deputy Director
418 North County Farm Road
Wheaton, Illinois 60187

Dear Director Babyar,

As the individual authorized to contractually obligate and negotiate for Integrated Solutions Consulting (ISC), I am pleased to present our Statement of Work (SOW) to continue the deployment of the Comprehensive Emergency Management Program (CEMP). The CEMP is a fully integrated Knowledge Management System (KMS) providing a virtual platform enabling the integration between DuPage County OHSEM, DCHD, thirty-two municipalities, and six county hospitals.

- Provide licensing, maintenance, and hosting services for thirty-three (33) integrated Knowledge Management Systems (KMSs); one county and thirty-two municipal systems
- Provide recommendations on to best implement the systems developing a fully integrated preparedness program environment
- Provide education and training on the use of the KMS as required
- Provide a zero price system in support of the DuPage County NARCAN program

We appreciate the opportunity to submit a proposal on this very important matter, and we look forward to a collaborative working relation with your organization.

Sincerely,

John Rogan Principal,
Integrated Solutions Consulting, Inc.
Telephone: 773-323-7221
Fax: 877.684.0557
E-mail: john.rogan@i-s-consulting.com
E-mail: john.rogan@i-s-consulting.com
1. Project Overview

Integrated Solutions Consulting (ISC) has successfully implemented and sustained the Comprehensive Emergency Management Program (CEMP) preparedness and planning system for the DuPage County Office of Homeland Security and Emergency Management (OSHEM) and its thirty-two (32) County Municipalities the past five years.

In addition, the platform allows for the seamless and secure sharing of preparedness information and intelligence with CEMPs established within the County:

1. DuPage NARCAN Program
2. DuPage County Health Department (DCHD)
3. Six hospitals located in DuPage County
4. Regional Healthcare Coordinating Center (RHCC) supporting the six county hospitals
5. State Health Department

The State of Illinois funds all of the above elements except the DuPage NARCAN Program system, which is supported by ISC at no cost to the County.

2. Description of Services

The CEMP is a web-based preparedness and planning system developed and maintained by ISC provides systems (instances) to the DuPage County Office of Homeland Security and Emergency Management (OSHEM) and its county municipalities.

ISC will provide maintenance to the Odysseus instances for each county and municipality with an instance. An instance of the Odysseus system is a deployment of the system that resides as its own site with the principal licensee being DuPage County Office of Homeland Security and Emergency Management (OHSEM). All instances can work together to share content as necessary and as desired to maintain and develop emergency preparedness plans, policies and other essential content but each instance exists on its own as an independent system administered by Integrated Solutions Consulting (ISC) and the DuPage County Office of Homeland Security and Emergency Management.

Integrated Solutions Consulting (ISC) will provide licensing, maintenance, and hosting for the 33 Comprehensive Emergency Management Program (CEMP) systems for the following organizations:

- DuPage County Office of Homeland Security and Emergency Management (1)
- DuPage County Municipalities (32)
1. Addison, Village of
2. Bartlett, Village of
3. Bensenville, Village of
4. Bloomingdale, Village of
5. Burr Ridge, Village of
6. Carol Stream, Village of
7. Clarendon Hills, Village of
8. Darien, Village of
9. Downers Grove, Village of
10. Elmhurst, City of
11. Glen Ellyn, Village of
12. Glendale Heights, Village of
13. Hanover Park, Village of
14. Hinsdale, Village of
15. Itasca, Village of
16. Lemont, Village of
17. Lisle, Village of
18. Lombard, Village of
19. Naperville, City of
20. Oak Brook, Village of
21. Oakbrook Terrace, City of
22. Roselle, Village of
23. Villa Park, Village of
24. Warrenville, City of
25. Wayne, Village of
26. West Chicago, City of
27. Westmont, Village of
28. Wheaton, City of
29. Willowbrook, Village of
30. Winfield, Village of
31. Wood Dale, City of
32. Woodridge, Village of

- Total 33 Platforms
*numbers below municipality names are unique identification codes utilized by ISC*
The OSHEM CEMP system preparedness environment integrates the capabilities of each fully-functional independent system. Each system resides as a sub-domain to the secure isc-cemp.com website.
ISC shall also:

1. Provide technical advice to integrate the CEMP and its functionalities with existing and future OSHEM systems.
2. Provide technical updates (regular system updates/maintenance) to CEMP as they are developed and become available.
3. Provide technical and operational guidance to an established governance committee if applicable.
4. Provide technical and operational guidance for training and education of the Comprehensive Emergency Management Program (CEMP)
5. Provide 24/7 Support of the County and thirty-two (32) Municipal Comprehensive Emergency Management Program (CEMP) program and system

The system allows for the unlimited:

- Expansion of Users
- Electronic Secure File Storage
- HTML coding
- Various types of documents (examples: Microsoft Word, PDF, JPEG, PNG)

3. Pricing

ISC will provide the following services for a one-year period starting December 1, 2017 and ending November 30, 2018 at a cost of $33,000.00 for the year.

<table>
<thead>
<tr>
<th>Year Number</th>
<th>Dates</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>December 1, 2017- November 30, 2018</td>
<td>$33,000.00</td>
</tr>
</tbody>
</table>

The County has the option to extend this agreement at the cost of $33,000 for three years.

Integrated Solutions Consulting provides the CEMP as a "Software as a Service" (SaaS) product. This unique pricing model does not charge a licensing fee for every new user, rather a fee for every new instance or department that purchases the product.

This allows the CEMP to expand to multiple users within a department at very low cost. One of the fundamental tenets of effective planning is to form diverse planning groups.
with representatives from all departments involved in the plan. This methodology not only helps responding departments fully understand their roles and responsibilities but also exposes the planning process to multiple viewpoints and multi-disciplinary expertise.

Due to the nature of planning, the ability to allow access to multiple users while being economically feasible increases the efficiency and effectiveness of preparedness planning by sharing information and involving more input from different stakeholders.

This has allowed the focus to shift from simply assuring compliance, to improving existing plans, increasing coordination with partners, and allowing a higher level of operational success. In addition to reducing the traditional amount of time it takes to share information, saving untold staff hours.

DuPage County OHSEM has seen this benefit as a number of diverse users have accessed the system since its initial deployment, with planning shared and vetted by experts throughout the county and state without an increase in the pricing for the first five years. The CEMP environment has increased its' capabilities and continues to do so with effective customized solutions designed for planning and preparedness. While providing continual updates of the system to maintain compatibility with browser updates, functionalities of the system such as workgroup and sharing have increased as well, with no increase in cost for five years. All upgrades to the CEMP will continue to be included in the implementation cost and licensing costs during the new licensing agreement.

ISC is committed to growing the capabilities of the system and continue their partnership with OHSEM at the proposed fixed cost for the next three years. Our commitment to quality and support has been demonstrated through the years with no increase in cost by:

- Uninterrupted service
- Unlimited development of work group stakeholder environments
- No client issues reported
- Sustained 24/7 support
- Training and Education of new functionalities and new users

In addition, ISC provided and supported the DuPage Narcan Program (DNP) platform at no cost over the last five years and will continue to do so at no cost for the duration of this contract. The same level of support and functionalities will be provided to the DNP platform.
Additionally, the system allows OSHEM access to newly developed system tools (modules) to consider for adaptation such as Automated and Standardized Hazard Vulnerability and Operational Capability Assignments.

ISC recognizes that maintaining the efficiency of an organization with budget constraints that continually affect the demand for resources dynamically changes over time and is a challenge. This price increase represents costs associated with our continual commitment to ensure the 33 supported platforms maintain:

- Secure System Hosting
- 24/7 Support
- Training and Education of new functionalities and new users
- Unlimited Users
- Unlimited file storage
- Unlimited work group environments
Overview

The DuPage OHSEM CEMP is essentially an Enterprise Content Management (ECM) system with one significant difference, the OHSEM CEMP system environment is designed to provide a cross jurisdictional and cross organization (knowledge management environment). The CEMP is truly a system of systems (a system environment) designed to be fully integrated from an information sharing function while concurrently having delineated access and operational rights down to the lowest level.

DuPage OHSEM controls information sharing at all system levels as appropriate to maintain to the right balance of standardization and flexibility but each system's system administrator also has the flexibility and responsibility to add new users as well as control access and administrative rights within their own system. For example, the OHSEM controls its users and their access, security rights and shares information with the municipalities as well as the hospital CEMPs within DuPage County. The information sharing is also bi-directional; for example information from OHSEM can easily be shared to every municipality within the County.

The CEMP environment uses Amazon Elastic Compute Cloud (EC2) for its web service interface; with a backup, staging, and production server configuration. The environment has been operational for over five years with only one service interruption (which lasted less than two (2) hours; no information was lost nor was the security of the CEMP system compromised.

The CEMP environment uses a shared Verisign security certificate and implements industry standard user name and password standards. In January 2014, Integrated Solutions Consulting (ISC) completed an external service, support, maintenance, and security audit of the CEMP and developed both internal and client COOP SOPs that were shared with clients.

Firm Qualifications

Integrated Solutions Consulting offers a nationally recognized team with a client-focused culture and unique combination of academic knowledge, practical understanding, and field experience. We feel that this blend of academic knowledge and practical experience makes us committed and fully qualified to fulfill all provisions of this project in providing OHSEM with an efficient and effective comprehensive emergency management program, incorporating the latest analytical and methodological techniques, and providing accurate output of hazard vulnerabilities. This thorough process is a hallmark of ISC's commitment to excellence and our track record of continuously providing client-focused, exceptional products that address the objectives of the assigned project as well as concurrent and future emergency management activities.

ISC will provide OHSEM with a team that exhibits the following characteristics:

• Focused Expertise Supported by a Multi-Disciplinary Perspective: Our primary business is to assist in the development and implementation of proactive solutions for health
preparedness departments by delivering comprehensive, all-hazard, and multi-disciplinary services.

- **Track-Record of Collaboration and Success:** Our team has partnered, collaborated, and successfully delivered on complex public health preparedness projects at the local, state, and federal level.
- **Proven Best Management Practices:** We have a proven project management methodology that can ensure that this important project remains on budget, is quality driven, properly staffed, and constantly focused on accomplishing the client’s objectives.
- **Seasoned Professionals with Academic and Technical Expertise:** Our team combines academic achievement with technical excellence and seasoned public health professionals that can deliver research-based, national best-practices and lessons-learned.
- **Integrated Solutions Consulting is dedicated to providing consulting services that are based on the common principles and practices of comprehensive public health preparedness and offer solutions that are client-focused, value-added, and research-based.**

Since its inception, ISC has established itself as dedicated industry leaders in public health preparedness consulting services. We are committed to taking an all-hazard, integrated approach to help solve complex challenges facing our communities and to develop comprehensive solutions and plans to promote economic steps in public safety against an increasingly volatile world. Our mission and principles supported by our dedication and enthusiasm are what we believe separates us from others. We are determined to delivering excellence and exceeding expectations to fulfill our client’s needs and the motivation of those needs.

Our relevant experience is comprised of broad array of similar and complementary projects that are supported by a record of accomplishment of successful project and program execution. An essential element of this achievement is attributed to our ability to utilize our team’s cooperative strengths to provide our clients with multi-disciplinary solutions to their preparedness projects. This multi-disciplinary approach provides a framework that incorporates all hazards and integrates all phases of emergency management, while aligning and complementing Federal and State directives to maximize programmatic and fiscal efficiency.

ISC has obtained the recognition of providing exceptional, client-focused services and celebrated for its integrated “best-practices” approach to all-hazards planning and preparedness. This recognition is attributed to ISC’s strive for excellence for every project initiated, regardless of client or project size.

Our commitment to excellence is reflected in our exceptional performance rating which resulted from an independent and third-party evaluation of over 50 ISC projects.

The CEMP is a continual cycle integrating preparedness elements – planning, education, training, and exercising - efficiently and effectively.
By making ISC’s CEMP a foundation of their program, each organization has streamlined their planning process and developed plans that were more accessible to its internal and external partners. The CEMP designed and developed on the preparedness and planning system provided organizations with a web-based structure enabling the improvement of preparedness doctrine and programs to support the maintenance and implementation of this doctrine. The CEMP provides organizations with real solutions for many gaps commonly identified in preparedness and planning.

Technical

The CEMP is the only process/system of its kind that can provide a high-level preparedness and planning solutions specifically designed, developed, and proven for the planning, preparedness, and operational requirements of organizations. It is a wholly owned and patented solution for preparedness planning developed completely by ISC. The CEMP was developed by working with preparedness organizations, including OHSEM, to assess their preparedness needs and identify solutions to enhance preparedness programs. The system is unique in that it was created and developed entirely by ISC cannot be licensed for use without ISC’s consent. Additionally, as sole developers of the system, ISC continues to refine and develop the functionality of the system. These improvements are provided only to active users of the system.

Capabilities/Capacities

The CEMP also has many benefits beyond planning. This system provides each agency with an online forum to develop a CEMP that is guided to meet all state and federal requirements. In addition, the CEMP maintains an aggregation capability so that data collected can be aggregated and analyzed in various formats and shared throughout departments.

This sharing capability is vital to preparedness activities within any organization. As emergency events are regional in nature, a robust information sharing capability is essential to a prepared department and a protected jurisdiction. As preparedness levels has risen throughout the country, OHSEM must have the capability to share information and best practices with its local, regional, and State partners to increase its capability and overall preparedness.

In addition, clients throughout the State of Illinois, including CDPH, have used the CEMP as a communicative tool during exercises and actual emergencies. For example, during the 2009/2010 H1N1 Pandemic, ISC personnel worked closely with CDPH during preparedness operations and deployed several personnel in response operations. The CDPH and ISC personnel were instrumental in using the CEMP to maintain accurate situational awareness of vaccination operations by hourly IAP updates and vaccine usage reports. Additionally, since the CEMP is designed using a cloud based computing model, information entered into one system can be shared on a regional basis. This allows the pooling of resources among departments, reduces costs, and increases collaboration in potential emergency situations.
The CEMP was designed to with the ability to share information from system to system. As planning becomes more effective when shared, the CEMP’s sharing functionality (federal to state, state to county, and county to local) makes it a unique and ideal solution for OHSEM. This advantage has been recognized by many agencies including the IDPH. IDPH utilizes the system for all 95 local health departments and all hospitals in Illinois with the intent of sharing information between departments and the healthcare to increase overall preparedness.

Exclusive Capabilities

While this product offers features and services similar to other content management products utilized by other agencies, the CEMP is different in that its primary focus is to enhance emergency management, planning and preparedness. The CEMP is the only known system of its kind that was developed by emergency management and preparedness professionals for the sole purpose of planning and enhancing organizational preparedness.

In addition, it offers unique customized services purely dedicated to the maintenance of complex emergency plans.

It is important to note that this system is not solely a content management product; instead, it is an internet-based secured avenue to create, edit, and maintain public health emergency plans with advanced customization and facilitation, which promotes increased plan quality and compliance. Moreover, plan quality and increased preparedness are achieved because the system goes far beyond serving as a storehouse for preparedness documents. Instead, this system is uniquely designed to facilitate the management and utilization of the following services, which are critical to the overall emergency management operations:

- Improved integration of comprehensive emergency management doctrine in a consistent and operational format
- Development of an innovative structure that enables various levels of secure access to limit or expand information dissemination
- Implementation of a scalable platform that can be modified with regards to structure and content to meet the needs of a department, regional authority, or a state agency
- Management of planning committees to include assigned responsibilities, meeting schedules, and public outreach efforts
- Enhanced accessibility, efficiency, and effectiveness of exercise and training programs throughout the planning cycle
- Programmatic compliance of performance-based and incentive-based grant measures with governing bodies
- Use of the system as an efficient and effective information sharing and storing tool during actual incidents
The CEMP designed and developed on the preparedness and planning system providing organizations with a web-based structure enabling the improvement of preparedness doctrine and programs to support the maintenance and implementation of this doctrine. The CEMP provides organizations with real solutions for many common preparedness and planning gaps.

The CEMP is unique because it is a web-based preparedness and planning system with the ability to increase planning and program standardization; through standardization, preparedness doctrine is realized. The CEMP’s use of proactive and user friendly cloud computing technologies enables OHSEM, public partners, and private partners (as appropriate) to share, collaborate, and develop “ideal” preparedness planning and programs. This ability to provide “knowledge transfer” instantaneously throughout the County is perhaps the greatest strength of the system.

**Preparedness and Planning Challenges – CEMP Solutions**

<table>
<thead>
<tr>
<th>Common Preparedness and Planning Gaps</th>
<th>CEMP Solutions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Planning was developed in MS Word on desktop computers and/or shared drives – this led to serious version control issues and a lack of dissemination management.</td>
<td>Provides a web-based system providing: high level of security and redundancy, layered access and dissemination, and the ability to manage planning with active version control protocols.</td>
</tr>
<tr>
<td>Planning once completed was stored in hard-copy notebooks and/or electronically - plans were rarely updated, reviewed, or referred to during a crisis.</td>
<td>Planning and preparedness doctrine is securely stored and is available on-line for immediate review or modification.</td>
</tr>
<tr>
<td>Planning was developed in a non-collaborative environment - knowledge transfer was inefficient between planners and command personnel; public and private partners rarely see planning after initial completion.</td>
<td>Planning is accessed via multiple layers based on “need-to-know” protocols enabling planning committees, workgroups, and operations personnel to actively review and comment on planning and preparedness doctrine. Planning can also be shared with the public, ensuring</td>
</tr>
<tr>
<td>Planning was in a non-standard design – this inhibited the implementation of planning for education, training, and exercises.</td>
<td>Planners and personnel have the ability: to view all current planning and multiple plans concurrently; and standardize plan organizational structure to provide the flexibility within appropriate operational limits.</td>
</tr>
<tr>
<td>Planning was difficult to access – plans were rarely reviewed / understood.</td>
<td>Executives, management, personnel, planners, and public / private partners can access the plan on-line to gain immediate situational understanding.</td>
</tr>
<tr>
<td>Preparedness was problematic – planning was rarely exercised; exercise and actual incidents / events After Action Report (AARs) / Improvement Plans (IPs) did not modify planning or procurement.</td>
<td>Preparedness personnel can connect preparedness and planning components to exercise plans; AARs and IPs address focus on these specific components; planning and preparedness programs are updated and progress is readily identified.</td>
</tr>
<tr>
<td>Preparedness was disconnected – a common operational picture of each hazard did not influence planning, training, exercises, and procurement.</td>
<td>Planning is now connected throughout the entire &quot;preparedness cycle&quot; into a comprehensive emergency management program systematically developing efficiently and effectively organizational and operational processes.</td>
</tr>
</tbody>
</table>

**Proprietary Data**

Due to the distinct characteristics and services offered by the system, it is the only process/system of its kind. While other products are web-based or provide comparable services, they either lack the emergency management focus and expertise, or fail to address the programmatic and comprehensive needs of emergency management agencies. This claim is validated by extensive research conducted by ISC to compare current web-based applications being offered to the emergency preparedness community. This research included conducting comprehensive searches for related products; documenting promotional pieces in emergency management and public health related publications; informal interviews with emergency preparedness agencies and representatives to determine what kinds of systems were being utilized; and attending various emergency
preparedness trade shows and conferences across the country to assess current and up-and-coming services and products being offered.

Once products were identified, ISC thoroughly compared these products with CEMP concept. Again, while other products promote collaboration via a web-enabled environment, no system other than the CEMP truly allows for the customization and programmatic integration of all planning, educating, training, and exercising, and response-oriented needs of emergency preparedness programs.

It should also be noted that this system is unique in that it is offered on a Software-as-a-Service basis and gives OHSEM the ability to integrate preparedness and planning efficiently at the local level. The key benefits of SaaS design is a significant advancement in emergency preparedness/planning platforms by providing the right mix of flexibility and standardization based on the clients' needs.

For the purposes of comparison, three leading content management based systems were analyzed. The table below depicts how these products differ.

**Microsoft Office SharePoint 2007**

Microsoft Office SharePoint Server 2007 provides a single, integrated location where employees can collaborate with team members, find organizational resources, search for experts and corporate information, and manage content and workflow. SharePoint allows teams to work together, collaborate on, publish documents, maintain task lists, implement workflows, and share information through the use of wikis and blogs.

**SmartDoc**

SmartDoc is a Web-based document management software solution that helps businesses create, manage, and share documents and best practices (e.g. SOPs) throughout the entire enterprise. This product focuses on planning processes, specifically with the upkeep of key strategy or planning documents.

**SIREN**

SIREN (Secure Integrated Response and Electronic Notification Infrastructure) is a custom-built program using a combination of Microsoft Office SharePoint and the Microsoft .NET Framework. This product was developed specifically for the Arizona Department of Health Services. SIREN was created to optimize the electronic secure distribution of information of state, tribal, and local officials especially during times of a crisis.
<table>
<thead>
<tr>
<th>Allows Attachments/Links</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Promotes Collaboration</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Valuable Planning Tool</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Valuable Response Tool</td>
<td></td>
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<td></td>
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<tr>
<td>Emergency Management / Public Health Specific Product</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CEMP Integration</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Facilitates Education, Training, and Exercising</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Required Vendor Ethics Disclosure Statement
Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

<table>
<thead>
<tr>
<th>Company Name: Integrated Solutions Consulting</th>
<th>Company Contact: John Rogan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone: 773-383-7221</td>
<td>Contact Email: <a href="mailto:john.rogan@i-s-consulting.com">john.rogan@i-s-consulting.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.

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- 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 adjusments

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

John Rogan

Printed Name: John Rogan

Title: Vice President

Date: Oct 16, 2018

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

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions

Attach Required Vendor Ethics Disclosure Statement

<table>
<thead>
<tr>
<th>Vendor: Integrated Solutions Consulting</th>
<th>Vendor #: 12659</th>
<th>Contract Term: 12/1/18 - 11/30/19</th>
<th>Contract Total: $33,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: OHSEM</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Contact: Rich Hellman</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone: 630-407-2918</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assigned Committee: IPS</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

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

CEMP Maintenance, Licensing, and Technical upgrades/support. OHSEM, DuPage County Municipalities, and DuPage County hospital partners utilize the CEMP product for emergency management planning.

**Reason for Procurement**

Subscription fees for CEMP (Comprehensive Emergency Management Program) - RENEWAL #1

**FUNDING SOURCE**

- [x] Procurement budgeted for (FY and budget code(s)): FY19 - 1000-1900-53020

**DECISION MEMO NOT REQUIRED**

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

**DECISION MEMO REQUIRED**

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

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

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
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<tbody>
<tr>
<td>RH</td>
<td>Oct 16, 2018</td>
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**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Production Officer</th>
<th>Date</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>10-31-18</td>
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<td>10-31-18</td>
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</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer</th>
<th>Date</th>
<th>Chairman's Office</th>
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</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>10-31-18</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER**
**Purchase Requisition**  
**Procurement Services Division**

**Send Purchase Order To:**  
Vendor: NEC Corp. of America  
Vendor #:  
Attn: Cindy Taylor  
Email: cindy.taylor@necam.com  
Address: 3929 W. John Carpenter Freeway  
City: Irving  
State: TX  
Zip: 75063  
Phone: 916.463.7070  
Fax:  

**Send Invoices To:**  
Vendor: NEC Corp. of America  
Vendor #:  
Attn: Dawn Domrose  
Email: dawn.domrose@dupagesheriff.org  
Address: 501 N. County Farm Road  
City: Wheaton  
State: IL  
Zip: 60187  
Phone: 630.407.2009  
Fax:  

**Send Payments To:**  
Vendor: NEC Corp. of America  
Vendor #:  
Attn: Cindy Taylor  
Email: cindy.taylor@necam.com  
Address: NEC Corp. of America, Lockbox #22529  
City: Chicago  
State: IL  
Zip: 60673-1225  
Phone: 916.463.7070  
Fax:  

**Payment Terms**  
PER 50 ILCS 505/1  

**F.O.B.**  
Destination  

**PO 20 Delivery Date**  
**Requisitioner**  

**Use for**  
PO25 only

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<tr>
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<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acct# Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
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<tbody>
<tr>
<td>1</td>
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<td>EA</td>
<td>IBW Latent Workstation</td>
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<td>2</td>
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<td>Onsite IBW Latent Training for 2</td>
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</tr>
</tbody>
</table>

**Requisition Total $** 44,790.00

**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):
## 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: NEC Corporation of America</th>
<th>Vendor #: 10962</th>
<th>Contract Term:</th>
<th>Contract Total: $44,790.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Sheriff's Office</td>
<td></td>
<td>Phone: 630.407.2101</td>
<td>Assigned Committee: JPS</td>
</tr>
<tr>
<td>Contact: Claire Dragovich</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

The Sheriff's Office, Crime Laboratory, provides services in latent prints. This service includes searching unknown fingerprints from crime scenes against fingerprints in the current Illinois State Police (ISP) criminal electronic fingerprint databases. Search results can provide critical investigative leads to law enforcement agencies investigating crimes.

### Reason for Procurement

The Illinois State Police shut-down the legacy ISP AFIS (automated fingerprint identification system) 10/2/2018 which disconnected our laboratory access to the Illinois State Police fingerprint database. Purchase of the new IBW Latent Workstation is required to enable access to the database.

### FUNDING SOURCE

- Procurement budgeted for (FY and budget code(s)): Sheriff's Office Federal Treasury Account
- Budget Transfer (Date) __________ Add'l Information

### DECISION MEMO NOT REQUIRED

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

### DECISION MEMO REQUIRED

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

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

<table>
<thead>
<tr>
<th>Claire Dragovich</th>
<th>Oct 11, 2018</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
</tr>
</thead>
</table>

### REVIEWED BY (Initials Only)

<table>
<thead>
<tr>
<th>Buyer</th>
<th>10-19-18</th>
<th>Procurement Officer</th>
<th>10-22-18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chief Financial Officer (Decision Memos Over $25,000)</td>
<td>10-20-18</td>
<td>Chairman's Office (Decision Memos Over $25,000)</td>
<td>Date</td>
</tr>
</tbody>
</table>

---

Attachment: NEC - Checklist (JPS-P-0296-18 : NEC Corporation of America)
March 28, 2018

Laboratory Director
Claire M. Dragovich
DuPage County Forensic Science Center
501 N. County Farm Rd
Wheaton, IL 60187

Re: Sole Source Letter for NEC Integrated Biometrics Workstation for Latent (iBW-L)

Dear Director Dragovich:

On behalf of NEC Corporation of America, I am responding to your request for sole source justification for the NEC Integrated Biometrics Workstation for Latent (iBW-L) to the existing NEC MBIS currently being deployed by the Illinois State Police (ISP).

Due to the proprietary matching hardware components, proprietary matching algorithms and workstation application software, NEC is the only vendor that can provide tenprint and latent workstations to search against the Illinois State Police MBIS.

For over 20 years, NEC Corporation of America has provided the Illinois State Police with Fingerprint Identification Systems comprised of our proprietary matching software for extracting fingerprint minutia, creating multiple fingerprint databases, and searching/matching algorithms for fingerprint identification. The current Illinois State Police criminal electronic fingerprint databases, used for comparison and searching tasks, are integrated, proprietary, and use native data-exchange algorithms that interface exclusively with the NEC Fingerprint Matching subsystem and the NEC Integrated Biometrics Workstation for Latent (iBW-L).

NEC Corporation of America is the sole provider of the Multi-Modal Biometric Identification System (MBIS) being used by the Illinois State Police. In addition, NEC Corporation of America holds all patents and has exclusive proprietary software rights on all application programs, fingerprint matching algorithms and native fingerprint images. No other vendor can convert proprietary data or provide database performance expansion services, interfaces to external data sources or make modification to products marketed by NEC.

Please do not hesitate to call me at 513.218.1680 if you have any further questions.

Sincerely,

Signature on File

Greg Uher
Directory, Customer Service and Support
# JUSTIFICATION FOR SOLE SOURCE

(Please complete and attach to Purchase Requisition)

<table>
<thead>
<tr>
<th>REQUISITION #</th>
<th>DEPARTMENT</th>
<th>MANUFACTURER</th>
<th>PRODUCT #</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Sheriff's Office - Crime Lab</td>
<td>NEC Corporation of America</td>
<td></td>
</tr>
</tbody>
</table>

**Describe Item Being Justified and Its Function:**
The NEC Integrated Biometrics Workstation for Latent (IBW Latent Workstation) is hardware and software that will allow for searching of fingerprints from crime scenes in DuPage County to Illinois State Police criminal electronic fingerprint databases. NEC is the sole provider of this system to the Illinois State Police and holds all patents and has exclusive proprietary software rights on all application programs, fingerprint matching algorithms and native fingerprint images.

**This is a sole source because vendor is:**
- ✓ sole provider of a licensed or patented good or service
- ✓ sole provider of items that are compatible with existing equipment, inventory, systems, programs or services
- ✓ sole provider of factory-authorized warranty service
- ✓ sole authorized distributor - manufacturer has established territories (e.g. Caterpillar parts) (Please attach letter from the manufacturer)
- ✓ the manufacturer (please detail below or attach information regarding why only this manufacturer's product can be used)
- ✓ the software manufacturer (and sole maintenance/update provider)
- ✓ other - (please detail below or in an attachment)

See attached letter from NEC Corporation of America.

**Requested Source**
NEC Corporation of America

**Contact**
Greg Uher

**Phone**
513.218.1680

**Website**
https://www.necam.com/

**What necessary and unique features does this vendor's product or service provide which are not available from other vendors? (Please be specific)**
This vendor provides a fingerprint identification system (IBW Latent Workstation) that exclusively interfaces with the Illinois State Police Multi-Modal Biometric Identification System (MBIS).

**Has the market been tested lately (last 12 months) on the applicability of sole source? (If not, why not?)**
N/A NEC is the only vendor that can provide a fingerprint identification system to search against the Illinois State Police MBIS.

**What steps were taken to verify that these features are not available elsewhere? Were other brands/manufacturers examined? (Please list other products or services examined - include names & phone numbers of people contacted)**
Communications with the Illinois State Police AFIS/Fingerprint Unit Manager Francis Senese verified NEC is the sole vendor/manufacturer of the product needed. (ph. 815.740.5154)

**Signature on File**

**Signature on File**

**Date**
10-22-18
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: May 3, 2018

Bid/Contract/PO #: 

<table>
<thead>
<tr>
<th>Company Name: NEC Corporation of America</th>
<th>Company Contact: Cindy Taylor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone: 916.463.7070</td>
<td>Contact Email: <a href="mailto:cindy.taylor@necam.com">cindy.taylor@necam.com</a></td>
</tr>
</tbody>
</table>

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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.

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- 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
Raffie Beroukhim

Title
Senior Vice President, Advanced Recognition Systems

Date
May 3, 2018

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

NEC CORPORATION OF AMERICA

3929 W John Carpenter Freeway
Irving, Texas 75063
Tel: (916) 463-7000
Fax: (916) 463-7041

Date of Quotation: 10/5/2018
EXPIRATION DATE: 1/3/2019
Quote # 4635e

NEC Sales Person: Vishnu Gangumalla (Vishnu.Gangumalla@necam.com)
Quote Issued to: Mary Dastych
Dupage County Sheriff's Office
501 N. County Farm Road, Wheaton, IL 60187

Dupage County Sheriff's Office IBW Latent Workstation

IBW Latent Workstation
(1) IBW Desktop Workstation with (2) Widescreen, 24" Viewable Monitors
(1) Latent Digital Camera with 50mm Macro Lens and Stand
(1) Flatbed Scanner
(1) B&W Laser Printer
NEC Software Licenses Including:
  (1) NEC Latent IBW S Workstation License (Finger and Palm)
Third Party Software Including Aware Software License

Professional Services
  Integration & Installation
  Documentation
  Shipping and Handling
  1 Year Warranty

IBW Latent Workstation Price $39,500

Terms and Conditions of Sale:
This Quotation for the goods and services is governed, in NEC's discretion, by one of the following: (1) NEC's General Terms and Conditions of Quotations and Sale; or (2) a separate mutually agreed upon contract. Contract vehicles are determined based upon a number of factors, including but not limited to, complexity and associated dollar value. Purchase Orders shall not be accepted by NEC until a mutually agreed upon contract has been executed between the parties.

Validity of offer: 90 calendar days from date of quote.
Warranty and Maintenance: 1 Year Warranty. 8x5 Warranty and Annual Maintenance and Support.
Payment Terms: Paid In Full Upon Project Completion & Due 30 Days After Date of Invoice
Acceptance of Good and Services: Customer acceptance shall occur when NEC has completed the services and provided the deliverables to customer (Project Completion). Customer acceptance is irrevocable and final. Unless otherwise expressly agreed to by the parties, payments shall be due in accordance with Section 2 (Price, Taxes and Payment) of the General Terms and Conditions of Quotations and Sale. Quotation does not include provincial / federal taxes, which are the responsibility of the customer.

At any time before Acceptance, NEC reserves the right to add, delete, and/or substitute items of equipment and software ("Substitutions"), provided that such substitution will not adversely affect the functionality and performance of the deliverables. Substitutions do not adjust a fixed priced contract.

A quotation is not to be construed as an obligation, but merely an indication to supply the goods and services at a particular price and no contractual relationship shall arise from it until the customer's purchase order has been accepted by NEC.

In the case of any remote workstation quotes, the recipient of this quote is responsible for securing approval/permission from the AFIS/MBIS provider in respect to interfacing with and submitting fingerprint or other transactions to its system.

Integra-ID AFIS/MBIS Bandwidth Requirements

Introduction
AFIS/MBIS applications utilize bandwidth on an on-demand basis. Normal, idle operations require minimal bandwidth for connectivity checks to the central server, job queue updates, etc. Usage bandwidth is characterized by peaks of activity dependent upon the operation (scanning a tenprint card, viewing a list of candidates, etc). Additional factors include fingerprint image resolution (500ppi vs. 1000ppi) and search throughput design.

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The following chart illustrates the bandwidth required along with illustrations of the necessary backbone type. Figures given are dedicated bandwidth allocations per device. These requirements are the minimum necessary bandwidth for a productive user experience; additional bandwidth will enhance performance accordingly.

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</tr>
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*Archive usage is based upon average document sizes of 700kb.
**Inter-AFIS server networking is provided by NEC; all other networking costs are the responsibility of the customer.
***We can support up to 12 workstations for the 10MB(500ppi)/25MB(1000ppi). If the device count exceeds that, the line speed needs to be increased in proportion with the # of workstations.
General Terms and Conditions of Quotations and Sale

1. GENERAL The General Terms and Conditions ("Agreement") contained herein shall apply to all quotations and offers made by and purchase orders accepted by NEC Corporation of America ("NEC"). These Terms, including terms referenced in any Appendices and/or Exhibit, if any, apply to all NEC Products which customer acquires from NEC, except to the extent that Terms conflict with an existing contract where those terms and conditions (signed by NEC and customer) shall take precedence over this document. As used herein, "NEC Product(s)" means any NEC software and/or services provided by NEC under this Agreement, including maintenance, professional or other services. Acceptance of customer's purchase order is conditioned upon customer's acceptance of the terms and conditions herein, irrespective of whether the customer accepts these conditions by a written acknowledgement, by implied acceptance and payment of products ordered hereunder. NEC reserves the right to object to provisions contained in any communication from customer shall not be deemed a waiver of the provisions herein. Any changes in the terms contained herein, or any additional or different terms must specifically or agreed to in writing, and signed by an authorized representative of NEC before becoming binding on either party. For the purposes of this Agreement, an "Order(s)" means a written binding document outlining additional or different terms covering a specific transaction; such terms shall be contained in a Statement of Work ("SOW"), purchase order, NEC quotation addendum (together, other collectively or individually, with this Agreement, referred to as an "Order"). NEC reserves the right to reject any Order which is not credit-approved or does not conform to the provisions of this Agreement.

2. PRICE, TAXES AND PAYMENT Unless otherwise expressly agreed by the parties in writing, all payments are due within thirty (30) days from the date of an invoice. Unless otherwise agreed in writing, all payments are to be in United States dollars. If customer fails to pay the undisputed portion of any invoice within the time specified, NEC may charge customer interest equal to the lesser of 1.5% per month (eighteen percent (18%) per annum) or the maximum rate allowed by law on such unpaid portion. NEC's provision of products and services is subject credit approval for each transaction. Customer understands that any information obtained by NEC from any third party credit bureau for the purpose of verifying customer's credit worthiness will be held in confidence and will remain the property of NEC, whether or not NEC extends credit to customer. If NEC chooses not to extend credit, it is not required to provide information concerning collection action to delinquent accounts, customer agrees to pay reasonable attorney's fees and costs of suit.

All prices are exclusive of any present or future sales or other tax applicable to the manufacture or sale of any product, if required to be collected or paid by NEC shall be paid by Buyer to NEC. Such taxes, when applicable, shall be paid by customer unless customer provides a proper tax exemption certificate. Unless otherwise agreed to in writing by the parties, prices quoted by NEC are those current at the date of quotation and shall be subject to variation by NEC. Customer acknowledges that this purchase may constitute a bundled transaction or mixed transaction for sales tax purposes and, as such, may be fully subject to sales tax. If claiming a sales tax exemption, customer must provide NEC with valid resale certificate(s) for all jurisdictions where deliveries are made to End Users. Such certificates must be provided to and accepted by NEC prior to, or at the time of, NEC's receipt of the customer's Order. "Licensed Customer" and/or "End User" means an entity who has purchased and licensed from customer, the NEC software product for its internal business purposes and not for resale.

3. LIMITATION OF LIABILITY EXCEPT AS AND TO THE EXTENT PROVIDED IN THIS AGREEMENT, NEITHER NEC NOR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, LICENSEES OR OWNERS WILL IN ANY CIRCUMSTANCE BE LIABLE FOR ANY OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF THE USE, PERFORMANCE OR NON-SUPPLY, OF THE NEC PRODUCT AND ANY ACCOMPANYING NEC TECHNICAL DATA REGARDLESS OF THE BASIS OF THE CLAIM AND EVEN IF NECE OR AN AUTHORIZED REPRESENTATIVE OF NECE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEC'S TOTAL LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT AND/OR ORDER IS, IN ANY CASE, LIMITED TO THE AMOUNT ACTUALLY PAID BY CUSTOMER TO NEC FOR THE NEC PRODUCT UNDER THE ORDER GIVING RISE TO THE CLAIM.

4. INDEMNITY NEC agrees to Indemnify, defend and hold harmless customer against all demands, claims, actions, proceedings, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees and expenses) directly arising from or relating to third party claims directly resulting from any actual or alleged infringement or misappropriation of any United States patent, copyright, or trademark arising from or in connection with the NEC Product(s) licensed and/or provided under this Agreement, provided that NEC is notified promptly in writing of the claim, (b) customer gives NEC (or the software manufacturer or service provider, as applicable) the sole right to defend and settle any suit, and (c) customer fully cooperates in the defense when and as requested by NEC. Should customer's continued use of equipment, software, and/or services be enjoined, NEC may at its option and expense, either: (a) if commercially reasonable, procure for customer the right to continue using the affected equipment, software and/or service(s), (b) replace or modify the same so that infringement is eliminated, or (c) if none of these alternatives are commercially reasonable, either party may terminate this Agreement.

This indemnity shall not apply to any claims or suits concerning: (a) items manufactured by NEC at customer's request and according to customer's specifications, (b) use of software and/or Services in a manner or for a purpose not contemplated by this Agreement, (c) use of equipment or software in conjunction with the equipment, but which was not supplied by NEC, or (d) commercial merchandise available on the open market or its equivalent. The foregoing provisions state the entire liability and obligations of each party, and the exclusive remedy of the other, with respect to any alleged intellectual property infringement hereunder.

5. LIMITED WARRANTY

EQUIPMENT NEC represents and warrants that all equipment manufactured by NEC, or an NEC Affiliate, will be free from defects in material and workmanship and will operate substantially in accordance with manufacturers' specifications for the period stated in the applicable Order. For equipment not manufactured by NEC or an NEC Affiliate, NEC will pass the manufacturer's warranty through to customer to the extent NEC is lawfully permitted to do so. Additional warranty terms may be mutually agreed upon by the parties under a separate agreement.

SERVICES NEC represents and warrants that all services provided to customer shall be performed by competent personnel, with professional diligence and skill, consistent with industry standards, and will conform in all material respects to the specifications and requirements set forth, and for the period stated or incorporated, in the applicable Order. Additional warranty terms may be mutually agreed upon by the parties under a separate agreement.

SOFTWARE NEC does not warrant that any NEC software product provided will meet customer and/or end user's requirements or that operation of any software will be uninterrupted or error-free. Each NEC software product is provided by NEC "AS IS" AND WITHOUT THE ENTIRE RESORT AS TO THE QUALITY AND PERFORMANCE OF EACH NEC SOFTWARE PRODUCT SHALL BE WITH CUSTOMER EXCEPT AS SPECIFICALLY PROVIDED HEREIN. NEC DISCLAIMS ANY WARRANTY, WHETHER EXPRESS OR IMPLIED, TO THE EXTENT explicitly AGREED TO BY THE PARTIES, IN WRITING, NEC DISCLAIMS AND EXCLUDES TO THE FULL EXTENT PERMISSIBLE ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY WITH RESPECT TO THE SOFTWARE AND/OR SERVICES COVERED HEREUNDER, AND NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY NEC SHALL CREATE A WARRANTY AND CUSTOMER MAY NOT RELY UPON SUCH INFORMATION OR ADVICE, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF SATISFACTORY QUALITY, AND NONINFRINGEMENT. NEC particularly disclaims all warranties of merchantability, fitness for a particular purpose, and all warranties arising from a course of dealing or usage of trade; and all warranties related to third party equipment, materials, services, or software not provided hereunder are expressly excluded this disclaimer of warranty constitutes an essential part of this Agreement.

6. SCOPE OF LICENSE With respect to any NEC software product licensed under this Agreement, customer is hereby granted a non-exclusive, non-transferable license to: (i) use each NEC software product specified in an Order, and only to the extent and purpose stated in the applicable NEC quotation ("Specified Purpose")

7. LICENSE RESTRICTIONS Except as expressly permitted under this Agreement, customer shall not have the right to sell, resell, distribute, license, sublicense, rent, lease, permit access to, or use of, or otherwise transfer any NEC software product to any other third-party and specifically prohibited, use of any NEC software product to any third parties, generate income from any third parties' use of any NEC software product, or (c) generate income by acting as an agent for a third party and processing the business information of other third-parties. Except as otherwise expressly permitted under this Agreement, customer shall not have any rights to use any NEC software product, in whole or in part, for any other use or purpose whatsoever and any right not expressly provided to customer under this Agreement will be reserved by NEC. Customer further agrees not to: (a) use, reproduce, modify, disclose, distribute, sublicense, lease, transfer, pledge, encumber or otherwise transfer the NEC program; (b) remove, cover, alter, or obfuscate any copyright notices or other proprietary rights notices placed on or in the NEC program; or (c) take any action which will have the direct or indirect effect of causing the NEC program to become Publicly Available Software (hereinafter defined) or otherwise be subject to a Publicly Available Software license. The software will be used for identification and/or facial recognition purposes only and will not be used and implemented in direct connection with armed weapons. To ensure compliance with this Agreement, upon forty-five (45) days written notice, NEC shall have the right to audit customer's use of the software.

For the purposes of this Agreement, the term "Publicly Available Software" shall mean (a) any software that contains, or is derived in any manner (in whole or in part) from, any software that is distributed as free software, open source software (e.g., Linux) or similar licensing or distribution mode(s); or (b) any software that requires, as a condition of use, modification and/or distribution of such software that such software or other
software incorporated into, derived from or distributed with such software (i) be disclosed or distributed in source code form, (ii) be licensed for the purpose of making derivative works, or (iii) be redistributable at no charge.

8. Other Requirements for Distribution of NEC Product. If permitted under the applicable Order, Customer shall solely distribute and sell the NEC product to Licensed Customer under the terms of an End User license agreement containing terms that are generally protective of NEC as set forth herein. Customer shall make reasonable efforts to ensure that the form and provisions of customer’s end user (Licensed Customer) license agreement shall be enforceable and customer shall enforce such agreements to the full extent under applicable law.

Customer’s End User License Agreement shall include the following:

a) Licensed Customer shall not copy, reproduce, modify, reverse compile, disassemble or reverse engineer (except to the extent allowed by local law) the NEC program, provided that each such Licensed Customer may be permitted to make one (1) additional copy of the NEC program for back-up purposes only;

b) Licensed Customer shall not disclose or otherwise make available to any other person or entity any part of the NEC program;

c) Licensed Customer shall not remove any of NEC's copyright and proprietary notices that appear on any portion or copy of the NEC program furnished to it;

d) Licensed Customer shall use the NEC program only for Licensed Customer’s own internal business use and not for the benefit of any third party such as use on an ASP basis, a timeshared basis or outsourcing basis;

e) No title to the NEC program shall be transferred to such Licensed Customer;

f) NEC and/or its licensors shall own all the intellectual property to the NEC program and any modifications, improvements or derivative works thereto.

9. Termination

9.1 Termination for Default. In the event of any material default or failure on the part of a Party in the performance of any of its duties, obligations or responsibilities under this Agreement, that is susceptible to cure, the non-defaulting Party may terminate this Agreement provided that the defaulting Party had been given thirty (30) days prior written notice of the default and failed to cure the default within such thirty (30) day period.

9.2 License Termination. Any license granted to use any NEC software product pursuant to an applicable Order may be terminated ("License Termination") for any of the following reasons: (i) by NEC for: (a) customer’s failure to make monetary payment of any amount due to NEC under this Agreement for the NEC software product set forth in the Order by the date such payment is due (hereafter, a 'Termination for Nonpayment'); (ii) by either party upon written notice to the other party after the other party’s breach of any material non-monetary provision of this Agreement (including, but not limited to, a breach of this Section 9.2) that is not cured within thirty (30) days of written notice of such breach to the breaching party (hereafter, a 'Termination for Breach').

9.3 Monetary Obligations Upon Early License Termination. In the case of a Termination for Nonpayment or a Termination for Breach resulting from the customer's breach, any unpaid payment obligations of customer shall survive and continue beyond termination and license shall be continued and the customer shall pay all fees set forth in the terminated Order and shall be entitled to retain any fees that have already been paid by customer and to collect the balance of any fees that remain unpaid by customer.

9.4 Other Obligations Upon License Termination. Upon a license termination for a license granted to use any NEC software product pursuant to an applicable Order, the following will occur: (i) if, pursuant to an Order, NEC is providing any services for or related to the NEC software product, NEC will immediately cease providing the services to the customer for the NEC software product, and (ii) customer shall promptly return or destroy all copies of NEC software product, and provide NEC with a certification that all copies and modifications in any form have been either returned or destroyed.

10. Assignment. NEC may assign this Agreement to any NEC Affiliate upon prior written notice to customer, otherwise, this Agreement may not be assigned by either party without the express written consent of the other party. No transfer or assignment of this Agreement, or of any interest hereunder, shall release either party from its obligations hereunder. Any assignment or attempted assignment in violation of this provision shall be null and void.

11. Import/Export Controls. Customer hereby acknowledges that the NEC Product(s) supplied hereunder may be subject to export controls under the laws and regulations of the United States (U.S) and or other countries. Customer shall comply with such laws and regulations and agrees not to export, re-export or transfer the products without first obtaining all required U.S. Government authorizations or licenses. NEC and customer each agree to provide the other such information and assistance as may reasonably be required by the other in connection with securing such authorizations or licenses, and to take timely action to obtain all required support documents.

Customer further certifies none of the products supplied to customer hereunder will be exported, re-exported or otherwise transferred by customer:

- For use by or for any military end-user, or in any military end-use located in or operating under the authority of any country identified in Country Group D1 under 15 CFR, Supplement No. 1 to Part 740. (15 CFR, Part 740).
- To, or made available by customer for use by or for, any entity that is engaged in the design, development, production, stockpile or use of nuclear, biological or chemical weapons or missiles. (15 CFR, Part 741).
- To parties on any of the following U.S. Government’s lists of denied persons, without first obtaining all required U.S. Government authorizations or licenses.

Denied parties List:
http://www.bis.doc.gov/pdphforwizlist.asp

Unverified List:
http://www.bis.doc.gov/enforcement/unverifiedlist/unverified_parties.html

Entity List:

Specially Designated Nationals List:

Debarred List:
http://www.pm.ddc.state.gov/compliance/caldebar.html

Nonproliferation Sanctions:
http://www.state.gov/t/isn/isc1231.htm

Customer’s obligation under this clause shall survive the expiration or termination of this Agreement. Customer agrees to maintain a record of exports, re-exports, and transfers of the products for five years and to forward within that time period any required records to NEC or, at NEC request, to the U.S. Government. Customer agrees to permit audits by NEC or the U.S. Government as required under the applicable regulations to ensure compliance with these Terms.

12. FORCE MAJEURE. Except for the obligation to pay monies due and owing, neither party shall be responsible for any failure to perform or delay in performing any of its obligations hereunder where and to the extent that such failure or delay results from causes outside the reasonable control of the party, including but not limited to governmental actions, acts of terrorism, transportation or labor strikes, environmental conditions, fire, flood, riot, strike, life or health-threatening conditions.

13. GOVERNING LAW. Unless otherwise agreed in writing, the terms and conditions contained herein shall be governed by and construed under the laws of the State of Texas without giving effect to conflicts of laws provisions. The parties specifically disclaim the United Nations Convention on Contracts for the International Sale of Goods.

14. CONFIDENTIALITY. "Confidential Information" as used herein, means non-public information that is exchange between the Parties, provided that such information is: (i) labeled or identified "Confidential" at the time it is provided by the disclosing party, or (ii) disclosed under circumstances that would indicate to a reasonable person that the information should be treated as confidential by the party receiving the information. If the disclosing party fails to identify information as "Confidential Information" at the time of disclosure it may subsequently identify the information as "Confidential Information" by giving written notice to the other party.
Notwithstanding the foregoing definition, the term Confidential Information does not include information which (i) has been published by the disclosing party or is otherwise in the public domain through no fault of the receiving party; (ii) is properly within the legitimate possession of the receiving party prior to its disclosure hereunder and without any obligation of confidence; (iii) is lawfully received by receiving party from a third party who lawfully possesses the information and who is not restricted from disclosing the Confidential Information to the receiving party; (iv) is independently developed by the receiving party without use of the Confidential Information; or (v) is approved for disclosure by the disclosing party, in writing, prior to its disclosure.

Each party understands and agrees that in the performance of services under this Agreement, or in contemplation thereof, that a party may have access to Confidential Information of the other party. The receiving party agrees that all Confidential Information disclosed by the other party shall be held in confidence and used only in performance of services under this Agreement. The receiving party shall exercise the same standard of care to protect such Confidential Information as is used to protect its own proprietary data, but in no event, less than a reasonable standard of care.

Confidential Information may be disclosed in response to a valid order of a court or other governmental body or as otherwise required by law, provided, however, that the receiving party first gives notice to the disclosing party and has, as appropriate: (i) fully cooperated in the disclosing party’s attempt to obtain a “protective order” from the appropriate court or other governmental body, or (ii) attempted to classify the media containing the Confidential Information to prevent access by the public, in accordance with the provisions of the federal Freedom of Information Act (“FOIA”) or similar state statutes.

15. INTELLECTUAL PROPERTY OWNERSHIP Customer acknowledges and agrees that the NEC Products may contain, embody or be based on, patented or patentable inventions, trade secrets, copyrights and other intellectual property rights (collectively, ‘Intellectual Property Rights’) owned or controlled by NEC or the manufacturer or supplier; and that NEC or the manufacturer or supplier, respectively shall continue to be the sole owner of all Intellectual Property Rights in the NEC Products.

16. DELIVERY Unless otherwise agreed in writing, NEC Products shall be delivered to the contact name specified in the applicable Order and shipped FOB origin if applicable. NEC software products shall be provided on a disk containing the software libraries that comprise the NEC software product, sample programs illustrating the use of the libraries and the NEC technical data. NEC will select the carrier for shipment and risk of loss shall pass to customer upon shipment. Subject to the applicable Order, title to the NEC equipment, which expressly excludes any NEC software products, shall pass upon shipment. NEC’s period of performance shall commence no more than forty-five (45) days after NEC’s acceptance of customer’s purchase order or otherwise within a time period agreed by the parties.

17. SEVERABILITY If any provision of this Agreement is for any reason held to be unenforceable, all other provisions of this Agreement will remain in full force and effect and the unenforceable provision shall be replaced by a mutually acceptable enforceable provision consistent with the Parties’ original intent.

18. SURVIVAL OF OBLIGATIONS The respective obligations of customer and NEC under this Agreement which by their nature would continue beyond the termination, cancellation or expiration of the Agreement, shall survive termination, cancellation or expiration.

19. WAIVER OF TERMS AND CONDITIONS Failure of either party to enforce any of these terms or conditions shall not constitute a waiver of any such terms or conditions, or of any other terms or conditions.

20. NOTICES Any notice hereunder shall be deemed to have been given if contained in writing and delivered by hand, express or overnight mail, or by registered or certified mail, postage prepaid, return receipt requested to the party concerned at its last known address. Notice to NEC shall be sent to: NEC Corporation of America, Attn: Legal Division – Contract Administration Department, 3929 W. John Carpenter Freeway, Irving, Texas 75063.

21. COMPLETE AGREEMENT Unless otherwise mutually agreed upon by the parties in an existing contract where those terms and conditions (signed by NEC and customer) shall take precedence over this document, this Agreement including all Appendices, if applicable, is the complete agreement between the parties concerning the subject matter herein and supersedes any prior oral or written communications between the parties with regard to the subject matter contained herein. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified or incorporated herein. THIS AGREEMENT MAY NOT BE MODIFIED, CHANGED OR AMENDED EXCEPT BY A WRITTEN AMENDMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF EACH PARTY.
Quotation

Date of Quotation: 10/5/2018
EXPIRATION DATE: 1/3/2019
Quote # 46351

NEC Sales Person: Vishnu Gangumalla (Vishnu.Gangumalla@necam.com)

Quote Issued to: Mary Dastych
Dupage County Sheriff's Office
501 N. County Farm Road, Wheaton, IL 60187

Dupage County Sheriff's Office IBW Latent Workstation Training

Onsite IBW Latent Training
Two Day Onsite Latent Training Program for (2) Persons

Onsite IBW Latent Training Price

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</table>

*Archive usage is based upon average document sizes of 700kb.

**Inter-AFIS server networking is provided by NEC; all other networking costs are the responsibility of the customer.

***We can support up to 12 workstations for the 10MB(500ppi)/25MB(1000ppi). If the device count exceeds that, the line speed needs to be increased in proportion with the # of workstations.
General Terms and Conditions of Quotations and Sale

1. GENERAL
   The General Terms and Conditions ("Agreement") contained herein shall apply to all quotations and offers made by and purchase orders accepted by NEC Corporation of America ("NEC"). These Terms, including terms referenced in any Appendices and Exhibits, if any, apply to all NEC Products which customer acquires from NEC, except to the extent that Terms conflict with an existing contract where those terms and conditions (signed by NEC and customer) shall take precedence over this document. As used herein, "NEC Product(s)" means any NEC software and/or services provided by NEC under this Agreement, including maintenance, professional, or other related services. Acceptance of customer’s purchase order is conditioned upon customer’s acceptance of the terms and conditions herein, irrespective of whether the customer accepts these conditions by a written acknowledgement or in writing, and payment and delivery of products ordered hereunder. NEC’s failure to object to provisions contained in any communication from customer shall not be deemed a waiver of the provisions herein. Any changes in the terms contained herein, or any additional or different terms must specifically be agreed to in writing. NEC’s failure to object to provisions contained in any communication from customer shall not be deemed a waiver of the provisions herein. Any changes in the terms contained herein, or any additional or different terms must specifically be agreed to in writing.

2. PRICE, TAXES AND PAYMENT
   Unless otherwise expressly agreed to by the parties in writing, all payments are due within thirty (30) days from the date of invoice. Unless otherwise agreed in writing, all payments are due in United States dollars. If customer fails to pay the undisputed portion of any invoice within the time specified, NEC may charge interest equal to the lesser of 1.5% per month (eighteen percent (18%) per annum) or the maximum rate allowed by law applicable to such delinquency. NEC’s provision of products and services is subject to NEC’s credit approval for each transaction. Customer understands that any information obtained by NEC from any third-party credit bureau for the purpose of verifying customer’s credit worthiness will be held in confidence and will remain the property of NEC, whether or not credit is extended. In the event that NEC is required to bring legal action to collect delinquent accounts, customer agrees to pay reasonable attorneys fees and costs of suit.

3. LIMITATION OF LIABILITY
   EXCEPT AS AND TO THE EXTENT PROVIDED IN THIS AGREEMENT, NEITHER NEC NOR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR OWNERS WILL IN ANY CIRCUMSTANCES BE LIABLE FOR ANY OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, BUSINESS INTERRUPTION, LOSS OF GOODWILL, LOSS OF INFORMATION, INFRINGEMENT, UNINTENDED, SPECIAL OR CONSEQUENTIAL LOSS ARISING OUT OF THE USE, OR SUPPLY OR NON-SUPPLY, OF THE NEC PRODUCT AND ANY ACCOMPANYING NEC TECHNICAL DATA REGARDLESS OF THE BASIS OF THE CLAIM AND EVEN IF NEC IS NOTIFIED IN WRITING OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEC’S TOTAL LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT AND/OR ORDER IS, IN ANY CASE, LIMITED TO THE AMOUNT ACTUALLY PAID BY CUSTOMER TO NEC FOR THE NEC PRODUCT UNDER THE ORDER GIVING RISE TO THE CLAIM.

4. INDEMNITY
   NEC agrees to indemnify, defend and hold harmless customer against all claims, judgments, proceedings, losses, injuries, damages, liabilities, costs and expenses (including reasonable attorneys’ fees and expenses) directly arising from or relating to third party claims directly resulting from any actual or alleged infringement or misappropriation of any United States patent, copyright, or trademark arising from or in connection with the NEC Product(s) licensed and/or provided under this Agreement, provided that: (a) NEC is notified promptly in writing of the claim; (b) customer gives NEC, or the software manufacturer or service provider, as applicable the sole right to defend and settle any suit; and (c) customer fully cooperates in the defense when and as requested by NEC. Should customer fail to cooperate in use of equipment, software, and/or services be enjoined, NEC may at its option and expense, either: (a) if commercially reasonable, procure for customer the right to continue using the affected equipment, software and/or service(s), (b) replace or modify the same so that infringement is eliminated, or (c) if the alternative of an abandoned agreement is not reasonable, either party may terminate this Agreement.

   This indemnity shall not apply to any claims or suits concerning (a) items manufactured by NEC at customer’s request and according to customer’s specifications, (b) use of software and/or Services in a manner or for a purpose not contemplatet by this Agreement, (c) equipment or software used by customer in conjunction with the equipment, but which was not supplied by NEC, or (d) commercial merchandise available on the open market or its equivalent. The foregoing provisions state the entire liability and obligations of each party, and the exclusive remedy of the other, with respect to any alleged intellectual property infringement hereunder.

5. LIMITED WARRANTY
   EQUIPMENT NEC represents and warrants that all equipment manufactured by NEC or an NEC Affiliate, will be free from defects in material and workmanship and will operate substantially in accordance with manuals provided herewith. For equipment not manufactured by NEC or an NEC Affiliate, NEC will pass the manufacturer’s warranty through to customer to the extent NEC is lawfully permitted to do so. Additional warranty terms may be mutually agreed upon by the parties under a separate agreement.

   SERVICES NEC represents and warrants that all services provided to customer shall be performed by competent personnel, with professional diligence and skill, consistent with industry standards, and will conform in all material respects to the specifications and requirements set forth, and for the period stated or incorporated, in the applicable Order. Additional warranty terms may be mutually agreed upon by the parties under a separate agreement.

   SOFTWARE NEC DOES NOT WARRANT THAT ANY NEC SOFTWARE PRODUCT PROVIDED WILL MEET CUSTOMER AND/OR END USERS REQUIREMENTS OR THAT THE USE OF ANY SOFTWARE PRODUCT WILL BE UNINTERUPTED OR ERROR FREE. EACH NEC SOFTWARE PRODUCT IS PROVIDED BY NEC "AS IS". THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF EACH NEC SOFTWARE PRODUCT SHALL BE WITH CUSTOMER EXCEPT AS SPECIFICALLY PROVIDED HEREIN OR UNLESS OTHERWISE EXPRESSLY AGREED TO BY THE PARTIES, IN WRITING, NEC DISCLAIMS AND EXCLUDES TO THE FULL EXTENT PERMISSIBLE ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY WITH RESPECT TO THE SOFTWARE AND/OR SERVICES COVERED HEREBY. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY NEC SHALL CREATE A WARRANTY AND CUSTOMER MAY NOT RELY UPON SUCH INFORMATION OR ADVICE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF SATISFACTORY QUALITY, AND NON-INFRINGEMENT. NEC PARTICULARLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, AND ALL WARRANTIES RELATED TO THIRD PARTY EQUIPMENT, MATERIAL, SERVICES, OR SOFTWARE NOT PROVIDED HEREBY ARE EXPRESSLY EXCLUDED. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THE AGREEMENT.

6. SCORE OF LICENSE
   With respect to any NEC software product licensed under this Agreement, customer is hereby granted a non-exclusive, non-transferable license to (a) use each NEC software product specified in an Order, and only to the extent and purpose stated in the applicable NEC quotation ("Specified Purpose").

7. LICENSE RESTRICTIONS
   Except as expressly permitted under this Agreement, customer shall not have the right to sell, resell, distribute, license, sub-license, rent, lease, permit access to, or use of, or otherwise transfer any NEC software product to any third-party. Customer further agrees not to (a) provide usage of any NEC software product to any third parties; (b) generate income from any third parties’ use of any NEC software product; or (c) generate income by acting as an agent for a third party and processing the business information of other third parties. Except as otherwise expressly permitted under this Agreement, customer shall not have any rights to use any NEC software product, in whole or in part, for any other use or other purpose whatsoever and any right not expressly provided to customer under this Agreement shall be reserved by NEC. Customer further agrees not to (a) use, reproduce, modify, disclose, distribute, sublicense, lease, transfer, pledge, encumber or otherwise transfer the NEC product; (b) remove, cover, alter, or colorize any copyright notices or other proprietary rights notices; (c) use the software for its original purpose only; (d) modify the software in any manner; (e) sell the software; (f) reverse engineer, disassemble, decompile, extract source code, replicate, or translate the software; (g) distribute the software; or (h) use the software in connection with, or as a condition of, use, modification and/or distribution of other software that such software or other
software incorporated into, derived from or distributed with such software (b) be disclosed or distributed in source code form, (ii) be licensed for the purpose of making derivative works, or (iii) be redistributable at no charge.

8. Other Requirements for Distribution of NEC Product. If permitted under the applicable Order, Customer shall solely distribute and sell the NEC product to Licensed Customer under the terms of an End User license agreement containing terms that are generally as protective of NEC as set forth herein. Customer shall make reasonable efforts to ensure that the form and provisions of customer’s end user (Licensed Customer) license agreement shall be enforceable and customer shall enforce such agreements to the full extent under applicable law.

Customer’s End User License Agreement shall include the following:

a) Licensed Customer shall not copy, reproduce, modify, reverse compile, disassemble or reverse engineer (expect to the extent allowed by local law) the NEC program, provided that each such Licensed Customer may be permitted to make one (1) additional copy of the NEC program for back-up purposes only;

b) Licensed Customer shall not disclose or otherwise make available to any other person or entity any part of the NEC program;

c) Licensed Customer shall not remove any of NEC’s copyright and proprietary notices that appear on any portion or copy of the NEC program furnished to it;

d) Licensed Customer shall use the NEC program only for Licensed Customer’s own internal business use and not for the benefit of any third party such as use on an ASP basis, a timeshared basis or outsourcing basis;

e) No title to the NEC program shall be transferred to such Licensed Customer;

f) NEC and its licensors shall own all the intellectual property to the NEC program and any modifications, improvements or derivative works thereto.

g) The NEC program is provided with Restricted Rights. The use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in this Agreement and in the applicable provisions of subparagraphs (a) (1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-14. If acquired by or on behalf of a civilian agency, the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement as specified in 48 CFR 12.221 (Computer Software) and 48 CFR 22.292 (Commercial Computer Software Documentation); or (ii) acquired by or on behalf of a military agency, the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement as specified in 48 CFR 227.7202-3 of the DOD FAR Supplement (DFAR) and its successors. If acquired by or on behalf of any agency within the Department of Defense (‘‘DOD’’), the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement as specified in 48 CFR 227.7202-3 of the DOD FAR Supplement (DFAR) and its successors. The Software was developed entirely at private expense. The Software licensed under this Agreement is "commercial computer software" as the term is defined in 48 CFR 227.7202-3 of the DOD FAR Supplement (DFAR) and its successors.

9. TERMINATION

9.1 Termination for Default. In the event of any material default or failure on the part of a Party in the performance of any of its duties, obligations or responsibilities under this Agreement, that is susceptible to cure, the non-defaulting Party may terminate this Agreement provided that the defaulting Party had been given thirty (30) days prior written notice of the default and failed to cure the default within such thirty (30) day period.

9.2 License Termination. Any license granted to use any NEC software product pursuant to an applicable Order may be terminated ("License Termination") for any of the following reasons: (a) by NEC for customer’s failure to make monetary payment of any amount due to NEC under this Agreement for the NEC software product set forth in the Order by the date such payment is due (hereafter, a termination under this Subsection (a) shall be referred to as a "Termination for Nonpayment"); or (b) by either party upon written notice to the other party if the other party’s breach of any material non-monetary provisions of this Agreement (provisions of this Section 9.2 but not limited to, a breach of this Section 9.2) that is not cured within thirty (30) days of written notice of such breach to the breaching party (hereafter, a termination under this Subsection (b) shall be referred to as a "Termination for Breach").

9.3 Monetary Obligations Upon Early License Termination. In the case of a Termination for Nonpayment or a Termination for Breach resulting from the customer’s breach, any unpaid payment obligations of customer shall survive and continue beyond termination and NEC shall be considered to have earned all fees set forth in the terminated Order and shall be entitled to retain any fees that have already been paid by customer and to collect the balance of any fees that remain unpaid by customer.

9.4 Other Obligations Upon License Termination. Upon a license termination for a license granted to use any NEC software product pursuant to an applicable Order, the following will occur: (i) if, pursuant to an Order, NEC is providing any services for or related to the NEC software product, NEC will immediately cease providing the services to the customer for the NEC software product; and (ii) customer shall promptly return or destroy all copies of NEC software product, and provide NEC with a certification that all copies and modifications in any form have been either returned or destroyed.

10. ASSIGNMENT. NEC may assign this Agreement to any NEC Affliliate upon prior written notice to customer, otherwise, this Agreement may not be assigned by either party without the express written consent of the other party. No transfer or assignment of this Agreement, or of any interest hereunder, shall release either party from its obligations hereunder. Any assignment or attempted assignment in violation of this provision shall be null and void.

11. IMPORT EXPORT CONTROLS. Customer hereby acknowledges that the NEC Product(s) supplied hereunder may be subject to export controls under the laws and regulations of the United States (U.S.) and or other countries. Customer shall comply with such laws and regulations and agrees not to export, re-export or transfer the products without first obtaining all required U.S. Government authorizations or licenses. NEC and customer each agree to provide the other such information and assistance as may reasonably be required by the other in connection with securing such authorizations or licenses, and to take timely action to obtain all required support documents.

Customer further certifies none of the products supplied to customer hereunder will be exported, re-exported, or otherwise transferred by customer:

• To a U.S. embargaged or highly restricted destination, (15 United States Code of Federal Regulations (‘‘CFR’’) Part 746)

• For use by or for any military end-user, or in any military end-use located in or operating under the authority of any country identified in Country Group D1 under 15 CFR, Supplement No. 1 to Part 740, (15 CFR Part 740)

• To, or made available by customer for use by or for, any entity that is engaged in the design, development, production, stockpile or use of nuclear, biological or chemical weapons or missiles, (15 CFR Part 744)

• To parties on any of the following U.S. Government’s lists of denied persons, without first obtaining all required U.S. Government authorizations or licenses.

Denied parties List: http://www.bis.doc.gov/pibd/tdhениlist.asp

Unverified List: http://www.bis.doc.gov/enforcement/unverifiedlist/unverified_parties.html


Specially Designated Nationals List: http://www.treasury.gov/ofac/sd/op/nondsinfo.htm

Debarred List: http://www.pandtc.state.gov/compliance/debar.html

Non-proliferation Sanctions: http://www.state.gov/about tyranny/15231.html

Customer’s obligation under this clause shall survive the expiration or termination of this Agreement. Customer agrees to maintain a record of exports, re-exports, and transfers of the products for five years and to forward within that time period any required records to NEC or, at NEC request, to the U.S. Government. Customer agrees to permit audits by NEC or the U.S. Government as required under the applicable regulations to ensure compliance with these Terms.

12. FORCE MAJEURE. Except for the obligation to pay monies due and owing, neither party shall be responsible for any failure to perform or delay in performing any of its obligations hereunder where and to the extent that such failure or delay results from causes outside the reasonable control of the party, including but not limited to governmental actions, acts of terrorism, or war, strikes, civil commotion, environmental conditions, fire, flood, riot, strike, life or health-threatening conditions.

13. GOVERNING LAW. Unless otherwise agreed in writing, the term and conditions contained herein shall be governed by and construed under the laws of the State of Texas without giving effect to conflict of laws provisions. The parties specifically disclaim the United Nations Convention on Contracts for the International Sale of Goods.

14. CONFIDENTIALITY. "Confidential Information" as used herein, means non-public information that is exchanged between the Parties, provided that such information is: (i) labeled or identified "Confidential" at the time it is provided by the disclosing party, or (ii) disclosed under circumstances that would indicate to a reasonable person that the information should be treated as confidential by the party receiving the information if the disclosing party fails to identify information as "Confidential Information" at the time of disclosure it may subsequently identify the information as "Confidential Information" by giving written notice to the other party.
Notwithstanding the foregoing definition, the term Confidential Information does not include information which: (i) has been published by the disclosing party or is otherwise in the public domain through no fault of the receiving party; (ii) is properly within the legitimate possession of the receiving party prior to its disclosure hereunder and without any obligation of confidence; (iii) is lawfully received by the receiving party from a third party who lawfully possesses the information and who is not prohibited from disclosing the Confidential Information to the receiving party; (iv) is independently developed by the receiving party without use of the Confidential Information; or (v) is approved for disclosure by the disclosing party in writing, prior to its disclosure.

Each party understands and agrees that in the performance of services under this Agreement, or in contemplation thereof, that a party may have access to Confidential Information of the other party. The receiving party agrees that all Confidential information disclosed by the other party shall be held in confidence and used only in performance of services under this Agreement. The receiving party shall exercise the same standard of care to protect such Confidential information as is used to protect its own proprietary data, but in no event, less than a reasonable standard of care.

Confidential information may be disclosed in response to a valid order of a court or other governmental body or as otherwise required by law, provided, however, that the receiving party first gives notice to the disclosing party and has, as appropriate: (i) fully cooperated in the disclosing party's attempt to obtain a "protective order" from the appropriate court or other governmental body, or (ii) attempted to closely the media containing the Confidential Information to prevent access by the public, in accordance with the provisions of the federal Freedom of Information Act ("FOIA") or similar state statutes.

15. INTELLECTUAL PROPERTY OWNERSHIP Customer acknowledges and agrees that the NEC Products may contain, embody or be based on, patented or patentable inventions, trade secrets, copyrights and other intellectual property rights (collectively, "Intellectual Property Rights") owned or controlled by NEC or the manufacturer or supplier, and that NEC or the manufacturer or supplier, respectively shall continue to be the sole owner of all Intellectual Property Rights in the NEC Products.

16. DELIVERY Unless otherwise agreed in writing, NEC Products shall be delivered to the contact name specified in the applicable Order and shipped via F.O.B. origin. If applicable, NEC software products will be provided on a disk containing the software libraries that comprise the NEC software product, sample programs illustrating the use of these libraries and the NEC technical data. NEC will select the carrier for shipment and risk of loss shall pass to customer upon shipment. Subject to the applicable Order, title to the NEC equipment, which expressly excludes any NEC software products, shall pass upon shipment. NEC's period of performance shall commence no more than forty-five (45) days after NEC's acceptance of customer's purchase order or otherwise within a time period agreed to by the parties.

17. SEVERABILITY If any provision of this Agreement is for any reason held to be unenforceable, all other provisions of this Agreement will remain in full force and effect and the unenforceable provision shall be replaced by a mutually acceptable enforceable provision consistent with the Parties' original intent.

18. SURVIVAL OF OBLIGATIONS The respective obligations of customer and NEC under this Agreement which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration.

19. WAIVER OF TERMS AND CONDITIONS Failure of either party to enforce any of these terms or conditions shall not constitute a waiver of any such terms or conditions, or of any other terms or conditions.

20. NOTICES Any notice hereunder shall be deemed to have been given if contained in writing and delivered by hand, express or overnight mail, or by registered or certified mail, postage prepaid, return receipt requested to the party concerned at its last known address. Notice to NEC shall be to: NEC Corporation of America, Attn: Legal Division – Contract Administration Department, 3929 W. John Carpenter Freeway, Irving, TX 75063.

21. COMPLETE AGREEMENT Unless otherwise mutually agreed upon by the parties in an existing contract where those terms and conditions (signed by NEC and customer) shall take precedence over this document, this Agreement including all Appendices, if applicable, is the complete agreement between the parties concerning the subject matter herein and supersedes any prior oral or written communications between the parties with regard to the subject matter contained herein. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified or incorporated herein. THIS AGREEMENT MAY NOT BE MODIFIED, CHANGED OR AMENDED EXCEPT BY A WRITTEN AMENDMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF EACH PARTY.
## Purchase Requisition

**Procurement Services Division**

### Send Purchase Order To:
- **Vendor:** HOV Services
  - Vendor #: 12100
- **Attr:** Charnita Pradia
  - Email: Charnita.Pradia@exelaonline.com
- **Address:** 9659 N Sam Houston Parkway East, Suite 150, Box 170
- **City:** Humble
  - State: TX
  - Zip: 77396
- **Phone:** 713-685-8250
- **Fax:**

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

### Send Payments To:
- **Vendor:** HOV Services
  - Vendor #: 12100
- **Attr:** Amy Raines
  - Email: amy.raines@exelatech.com
- **Address:** 9659 N Sam Houston Parkway East, Suite 150 Box 170
- **City:** Humble
  - State: TX
  - Zip: 77366
- **Phone:** 713-685-8250
- **Fax:**

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

### Payment Terms
- F.O.B.
- **PO 20 Delivery Date:**
- **Use for:** Contract Administrator
- **Contract Start Date:** Dec 1, 2018
- **Contract End Date:** Nov 30, 2018
- **Use for:** PO25 only

### Sub-accounts and/or Activity #

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<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>
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<th>Extension</th>
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**Requisition Total:** $35,775.00

**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):
## Support and Maintenance Agreement

**Customer:** Dupage County Circuit Court  
**Installation Location**  
DUPAGE COUNTY  
DUPAGE COUNTY CIRCUIT COURT  
505 COUNTY FARM ROAD  
WHEATON, IL 60187

MARY HEATON 630 407 8576

### Covered Components

<table>
<thead>
<tr>
<th>Description</th>
<th>Tag #</th>
<th>Serial #</th>
</tr>
</thead>
<tbody>
<tr>
<td>KODAK i1860 SCANNER</td>
<td>36252-16018</td>
<td>45707254</td>
</tr>
</tbody>
</table>

### Covered Services

- On-Site Support/Labor
- Parts
- Phone Support

Unlimited Service Calls Allowed

### Notes or Considerations

SERVICE UNDER THIS AGREEMENT IS PROVIDED BY KODAK ALARIS

---

**Please sign, date and return a copy of this Support and Maintenance Agreement Renewal along with your Purchase Order to the address or fax number below. You will then be invoiced for the amount shown plus any applicable taxes. By signing this Support and Maintenance Agreement or use of the services described above Customer agrees to the Terms and Conditions listed on page 2 attached hereto.**

**Authorized HOV Services Representative**  
**Date** 12/01/2018

---

**RETURN TO**  
HOV Services - Service Administration  
9659 N. Sam Houston Parkway East, Suite 150, Box # 170  
Humble, TX 77396  
Fax: 713-957-4858

Attachment: HOV - Agreement - i1860 Scanner - Circuit Court Clerk (JPS-P-0297-18 - HOV Services)
Support and Maintenance Agreement

Customer: Dupage County Circuit Court
Installation Location
DUPAGE COUNTY
DUPAGE COUNTY CIRCUIT COURT
505 COUNTY FARM ROAD
WHEATON, IL 60187

MARY HEATON 630 407 8576

Covered Components
Description
KODAK i1860 SCANNER
KODAK i1860 SCANNER

Tag # | Serial #
------|--------
36263-16018 | 45706016
36262-16018 | 45706019

Covered Services
On-Site Support/Labor
Parts
Phone Support

Notes or Considerations
SERVICE UNDER THIS AGREEMENT IS PROVIDED BY KODAK ALARIS

Unlimited Service Calls Allowed

Service Location: 16018
Customer Code: DUPAG01

Your Purchase Order Number:
Signature: ____________________________
Printed Name: _________________________

Please sign, date and return a copy of this Support and Maintenance Agreement Renewal along with your Purchase Order to the address or fax number below. You will then be invoiced for the amount shown plus any applicable taxes.

By signing this Support and Maintenance Agreement or use of the services described above Customer agrees to the Terms and Conditions listed on page 2 attached hereto.

RETURN TO
HOV Services - Service Administration
9659 N. Sam Houston Parkway East, Suite 150, Box # 170
Humble, TX 77396
Fax: 713-957-4858

Authorized HOV Services Representative

Date: 12/01/2018

Attachment: HOV - Agreement - i1860 Scanner - Circuit Court Clerk (JPS-P-0297-18 : HOV 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: HOV Services</th>
<th>Vendor #: 12100</th>
<th>Contract Term: 12/01/18-11/30/19</th>
<th>Contract Total: $35,775.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Circuit Court Clerk</td>
<td>Contact: Kevin Vaske</td>
<td>Phone: 630-407-8647</td>
<td>Assigned Committee: JPS</td>
</tr>
</tbody>
</table>

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

- Maintenance, On-Site Support/Labor, Parts and Phone Support for the Kodak i1860 Scanners

### Reason for Procurement

- Annual renewal of maintenance agreement

### FUNDING SOURCE

- Procurement budgeted for (FY and budget code(s)): 19-1400-6730-53370

### DECISION MEMO NOT REQUIRED

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

### DECISION MEMO REQUIRED

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

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

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<td>Recommended for Approval</td>
<td>Date</td>
<td>If Approval, if required</td>
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<th>10-5-0-18</th>
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<tbody>
<tr>
<td>(Decision Memos Over $25,000)</td>
<td>Date</td>
<td>(Decision Memos Over $25,000)</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.

Requesting Department: Circuit Court Clerk
Department Contact: Kevin Vaske
Contact Email: kevin.vaske@18thjudicial.org
Vendor Name: HOV Services

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.
The Circuit Court Clerk's office operates under a Support and Maintenance Agreement due to expire on Nov 30, 2018. This maintenance agreement supports 3 large high speed image scanners. The Clerk requires this maintenance agreement to be renewed at this time to prevent hardware coverage from being interrupted.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.
The Circuit Court Clerk's office operates 3 large high speed image scanners. Each year this Support and Maintenance Agreement must be renewed to protect the operations of the Clerk's image scanning.

Strategic Impact
Customer Service Select one of the five strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.
The Circuit Court Clerk's office is an approved e-record office and all documents are required to be scanned. The Circuit Court Clerk's office also scans documents to support the Probation Department, States Attorney, Public Defender and other DuPage Justice offices using the high speed image scanners. These machines require maintenance to prevent failure of operations of all the supported justice departments.

Source Selection/Vetting Information - Describe method used to select source.
The actual maintenance services under this agreement are provided by Kodak Alaris. These machines are Kodak i1860 scanners. Since the machines were purchased through HOV Services even though Kodak makes this hardware, HOV Services is the vendor our maintenance agreements are through. This process has been in place for many years supporting this maintenance.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.
The maintenance is not a requirement to operate these scanners, however failure or out of service would jeopardize many departments within the judicial system, plus the out of pocket cost would be too high.
The Clerk recommends approval of this service agreement so service will continue without interruption.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.
The funding is supported from the Court Document Storage fund - thus no effect on county general funds.
The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

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

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

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

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

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

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

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

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

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

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

Authorized Signature

Printed Name: Suresh Yannamani
Title: President
Date: 09/28/2018

09.27.2018

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

**Procurement Services Division**

---

**Send Purchase Order To:**
Vendor: Cellco Partnership dba Verizon Wireless  
Vendor #: 10597  
Attn: Anthony Durpetti  
Email: anthony.durpetti@verizonwireless.com  
Address: One Verizon Way  
City: Schaumburg  
State: IL  
Zip: 60173  
Phone: 630-800-0768  
Fax:  

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

**Send Payments To:**  
Vendor: Cellco Partnership dba Verizon Wireless  
Vendor #: 10597  
Attn:  
Email:  
Address: P.O. Box 25505  
City: Lehigh Valley  
State: PA  
Zip: 18002-5502  
Phone:  
Fax:  

**Payment Terms**  
F.O.B.  
Use for Contract Administrator  
PO 20 Delivery Date  
Requisitioner  

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<th>Dept #</th>
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**Requisition Total**: $30,000.00

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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):

State of Illinois Contract CMS793372P

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

**Procurement Services Division**

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

<table>
<thead>
<tr>
<th>Vendor</th>
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<th>Contract Term</th>
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<tr>
<td>Circuit Court Clerk</td>
<td>Kevin Vaske</td>
<td>630-407-8647</td>
<td></td>
</tr>
</tbody>
</table>

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

Cellular and Wireless Service

**Reason for Procurement**

County providing cellular services

**FUNDING SOURCE**

- 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)
- 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 Memo)
- OTHER THAN LOWEST RESPONSIBLE, BID #

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

<table>
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<tr>
<th>Prepared By</th>
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<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
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<td>mlh</td>
<td>Oct 15, 2018</td>
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**REVIEWED BY (Initials Only)**

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**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:</th>
<th>Circuit Court Clerk</th>
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</thead>
<tbody>
<tr>
<td>Department Contact:</td>
<td>Julie Ellefsen</td>
</tr>
<tr>
<td>Contact Email:</td>
<td><a href="mailto:julie.ellefsen@18thjudicial.org">julie.ellefsen@18thjudicial.org</a></td>
</tr>
<tr>
<td>Vendor Name:</td>
<td>Verizon Wireless</td>
</tr>
</tbody>
</table>

**Date:** Oct 15, 2018  
**MinuteTraq (IQM2) ID #:** 13719  
**Department Requisition #:**

---

**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/wireless services, as needed for the Circuit Court Clerk, for the period of 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.

Contract with Verizon Wireless is for cellular/wireless services. Cellular/wireless services are necessary for the day-to-day operations of the Circuit Court Clerks office.

---

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

The cellular/wireless services with Verizon Wireless will maintain customer service for circuit clerks with inside and outside agencies and vendors.

---

**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) Approve contract with Verizon Wireless  
2) Do not approve  
The Circuit Court Clerks office feels it is in the best interest of the County to approve this contract with Verizon Wireless to ensure business continuity maintaining necessary connectivity between Circuit Clerk personnel and various agency facilities across the County.

---

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

The FY19 fiscal impact is anticipated to be $30,000.00.
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**
  
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- **NONE (check here) - If no contacts have been made**
  
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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.

**Signature on file**

---

**Authorized Signature**

**Printed Name**

**Todd Locijano**

**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)
<table>
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**Requisition Total:** $33,920.00

**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):
# Procurement Review Checklist

**Procurement Services Division**

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

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>Dept: Probation &amp; Court Services</td>
<td>Contact: Sharon Donald</td>
<td>Phone: 630-407-8413</td>
<td>Assigned Committee: Judicial/Public Safety &amp; Technology</td>
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**Description of Procurement/Scope of Work/Background:** Provide wireless services including basic cellular, smartphones, wireless data and push to talk features. Replace, upgrade and obtain new wireless equipment and accessories.

**Reason for Procurement:** To provide wireless service and equipment for the Probation Department for FY 2019.

**FUNDING SOURCE**

- [x] Procurement budgeted for (FY and budget code(s)): 1400-6120-53260
- [ ] 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**

- [x] 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 # CMS793377P
  - 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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<td>Prepared By</td>
<td></td>
<td>Recommended for Approval</td>
<td></td>
<td>Date</td>
</tr>
</tbody>
</table>

**REVIEWED BY (Initials Only)**

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

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

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**Packet Pg. 82**
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: Probation & Court Services
Department Contact: Sharon Donald
Contact Email: Sharon.Donald@dupageco.org
Vendor Name: Cellco Partnership dba Verizon Wireless
Vendor #: 10597

Contact Phone: 630-407-8413

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 features for the department with Verizon Wireless using the State of Illinois Master Contract # CMS793372P in the amount of $33,920.00.

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

This contract provides cell phones to Probation Officers out in the field and serves as a safety resource.

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

Providing wireless communication is essential for staff to communicate with each other and provide access to their probationers while out in the field.

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

This contract is with the State of Illinois Master Contract #CMS793372P.

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

Staff recommends securing a contract to purchase cellular phone services through the Illinois Master Contract for Verizon Wireless.

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.

Funds have been identified in FY2019 budget to encumber for the amount of $33,920.
Required Vendor Ethics Disclosure Statement

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

Company Name: Verizon Wireless
Contact Phone: 217-836-9229

Company Contact: Alice Engle
Contact Email: Alice.Engle@verizonwireless.com

Date: 10/18/2018

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 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

Signature on file

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)
AGREEMENT BETWEEN THE DUPAGE COUNTY STATE’S ATTORNEY AND TARRANT COUNTY, TEXAS AND TEXAS CONFERENCE OF URBAN COUNTIES FOR PROFESSIONAL CASE MANAGEMENT SERVICES

This Professional Service Agreement ("AGREEMENT"), is made this ______ day of ________, ______ between the DUPAGE COUNTY STATE'S ATTORNEY, with offices at 503 N. County Farm Road, Wheaton, Illinois (hereinafter referred to as the SUBSCRIBER) and TARRANT COUNTY, TEXAS (hereinafter referred to as "Tarrant") and the TEXAS CONFERENCE OF URBAN COUNTIES (hereinafter referred to as "Urban Counties"). The SUBSCRIBER, Tarrant and Urban Counties are hereafter sometimes individually referred to as a "party" or together as the "parties."

1. RECITALS

1.1 TechShare is a program whereby Local Governments and state agencies may realize economies of scale by jointly developing, procuring, operating, maintaining, and enhancing information technology projects and resources.

1.2 Tarrant County, Texas ("Tarrant"), is a "Stakeholder" in TechShare and acts pursuant to a Master Interlocal Agreement and a Resource Sharing Addendum for TechShare.Prosecutor with the Texas Conference of Urban Counties ("Urban Counties") and other Texas Local Governments.

1.3 In the Master Interlocal Agreement, and pursuant to the authority provided in Chapter 791 of the Texas Government Code, the Texas Local Governments participating in TechShare designated Urban Counties to supervise, administer, and carry out the purposes of TechShare.

1.4 The TechShare.Prosecutor Resource Sharing Addendum provides that Tarrant may elect to share TechShare.Prosecutor through a Software-As-A-Service ("SaaS") arrangement, and that the licensing and subscription fee for the SaaS arrangement has been approved by Dallas County, Texas, as required by the Master Interlocal Agreement.

1.5 DuPage County, Illinois, hereinafter referred to as "Subscriber," desires to obtain a license and subscription for the use of TechShare.Prosecutor through this SaaS arrangement and agrees to the terms contained within the attached Implementation Statement of Work, Exhibit C.

1.6 Eventually, the Texas Local Governments comprising TechShare will create the TechShare Local Government Corporation ("TechShare LGC"). The creation and operation of TechShare LGC is anticipated for late 2018.

1.7 Tarrant has been given lawful authority, through the Master Interlocal Agreement and the TechShare Prosecutor Resource Sharing Addendum, by the other member Texas Local Governments comprising the Stakeholders of TechShare.Prosecutor to permit Tarrant to share TechShare.Prosecutor until a successor interlocal agreement between Urban Counties LGC and Subscriber becomes effective. Tarrant, Urban Counties, and Subscriber are each, individually, a "Party" and, collectively, the "Parties."

1.8 This Agreement including all addenda, exhibits and attachments hereto, set forth the rights and responsibilities of the Parties.

1.9 The Parties find that the amount paid for the services performed under this Agreement fairly compensates the performing party.
1.10 The Parties, acting by and through their respective governing bodies, individually and collectively, do hereby adopt and find the foregoing premises as findings of said governing bodies.

1.11 In consideration of the promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

2. DEFINITIONS

2.1 For purposes of this Agreement and all other agreements, contracts and documents executed, adopted, or approved pursuant to this Agreement, which shall include any exhibit, attachment, or addendum, the following terms shall have the meaning prescribed to them within this section 2 (Definitions), unless the context of their use dictates otherwise. Other terms used in this Agreement that are not defined herein, but defined in any of the other agreements, contracts and documents executed, adopted, or approved pursuant to this Agreement, which shall include any exhibit, attachment, addendum or associated document, shall have the same meaning herein as in such other documents.

2.2. Agreement means this Software as a Service Agreement, including all exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein.

2.3 Business Day means any day, Monday through Friday, excluding any URBAN COUNTIES holiday.

2.4 Business Hour means 7:00 a.m. to 7:00 p.m., Central Time during Business Days.

2.5 Claims mean any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses, including reasonable attorneys' fees and expenses.

2.6 Confidential and Proprietary Information means all information in any form relating to, used in, or arising out of a Party's operations and held by, owned, licensed, or otherwise possessed by such Party (the "Owner") (whether held by, owned, licensed, possessed, or otherwise existing in, on or about the Owner's premises or the other Party's premises and regardless of how such information came into being, as well as regardless of who created, generated or gathered the information), including, without limitation, all information contained in, embodied in (in any media whatsoever) or relating to the Owner's inventions, ideas, creations, works of authorship, business documents, licenses, correspondence, operations, manuals, performance manuals, operating data, projections, bulletins, customer lists and data, sales data, cost data, profit data, financial statements, strategic planning data, financial planning data, designs, logos, proposed trademarks or service marks, test results, product or service literature, product or service concepts, process data, specification data, know how, software, databases, database layouts, design documents, release notes, algorithms, source code, screen shots, and other research and development information and data. Notwithstanding the foregoing, Confidential and Proprietary Information does not include information that: (a) becomes public other than as a result of a disclosure by the other Party in breach hereof; (b) becomes available to the other Party on a non-confidential basis from a source other than the Owner, which is not prohibited from disclosing such information by obligation to the Owner; (c) is known by the other Party prior to its receipt from the Owner without any obligation of confidentiality with respect thereto, or (d) is developed by the other Party independently of any disclosures made by the Owner.

2.7 Current Software Version means the current production version of TechShare.Prosecutor.
2.8 **Defect** means any bug, error, contaminate, malfunction, or other defect in the Licensed Software caused by, arising from, or emanating from the reasonable control of URBAN COUNTIES that renders the Licensed Software in non-conformance with URBAN COUNTIES' then current published specifications.

29 **Documentation** means the operating manuals and any other materials in any form or media provided by URBAN COUNTIES to users of the Licensed Software.

2.10 **Embedded Third Party Software** means licensed third party software that is required to provide the functionality of the Licensed Software and which is embedded in the Licensed Software, which as of the date of this Agreement, consists of the software set forth on Exhibit A labeled as "Embedded Third Party Software".

2.11 **Evergreening** means the process of refreshing software and hardware with new or updated versions to extend the lifecycle of Resources in a cost-effective manner.

2.12 **Indemnified Party** means Subscriber and each of its officers, employees, agents, successors, and permitted assigns.

2.13 **Implementation Agreement** means an addendum to this Agreement entered into by Tarrant and Subscriber for the Subscriber's use of a Resource.

2.14 **Intellectual Property** means documented or undocumented knowledge, creative ideas, or expressions of human mind that have commercial (monetary) value and are protectable under copyright, patent, service mark, trademark, or trade secret laws from imitation, infringement, and dilution.

2.15 **Licensed Property** means the Licensed Software and the Documentation.

2.16 **Licensed Software** means: (a) the Current Software Version; (b) Embedded Third Party Software; and (c) any Local Enhancements.

2.17 **Local Enhancements** means any refinement, enhancement, or other customization to the Current Software Version to be developed by URBAN COUNTIES per Exhibit C.

2.18 **Local Government** has that meaning as defined by Texas Government Code § 791.003.

2.19 **Party** means, individually, URBAN COUNTIES and Subscriber.

2.20 **Project** means the delivery of the Licensed Property and the performance of all services to be provided by URBAN COUNTIES in accordance with the provisions of this Agreement.

2.21 **Project Manager** means the person designated by each Party who is responsible for the management of the Project.

2.22 **Resource** means Intellectual Property, personal property, services or knowledge acquired or developed by, or made available to, Subscriber through this Agreement.

2.23 **SaaS Fee** means the amount paid by a Subscriber for use of a Resource. Each periodic SaaS Fee covers the costs of operating and maintaining the functionality of a Resource, including Evergreening and modifications necessary to address changes in applicable laws, rule or regulations. Annual SaaS Fees contained in Exhibit A are payable in accordance with Section 5.
2.24 **Service Level Terms and Conditions** means the terms and conditions for URBAN COUNTIES' maintenance and support of the Licensed Software, which can be found at: https://collaborate.cuc.org/display/TPS/Urban%20Counties+Prosecutor+Production+Support+Plan

2.25 **Software as a Service or “SaaS”** means a software delivery model in which the software is obtained on a subscription basis.

2.26 **Stakeholder** means an entity, other than a Subscriber, that shares a Resource.

2.27 **Subscriber** means an entity that is provided a Resource through a SaaS model.

2.28 **Users** means individuals who are authorized by Subscriber to use the Licensed Property, and who have been supplied with user identifications and passwords by Subscriber (or by URBAN COUNTIES at Subscriber's request).

3. **AGREEMENT SUPERVISION AND ADMINISTRATION**

3.1 As authorized by Tex. Gov't Code § 791.013(a)(3). Urban Counties, an entity organized under Section 501(c), Internal Revenue Code, is designated by the Master ILA and Resource Sharing Addendum to supervise, administer, and carry out the purposes of this Agreement.

3.2 The role of Urban Counties is to supervise, administer, and carry out this SaaS Agreement, pursuant to Texas Government Code § 791..013.

3.2.1 Urban Counties shall have any and all powers necessary to carry out the purposes of this agreement, which shall include any and all acts necessary and proper for the operation and management of this Agreement.

3.2.2 Services to be provided by Urban Counties for each Resource may include, but not necessarily be limited to:

3.2.2.1 procuring or providing necessary services and supplies as contemplated by the Implementation Agreement and the applicable budget.

3.2.2.2 administering all contracts, procedural documents, manuals, and other guidelines pertaining to the management of each Resource;

3.2.2.3 rendering invoices, receiving funds, establishing and maintaining appropriate accounting records, establishing and utilizing an appropriate cost accounting system, and managing accounts receivable.

3.2.3 Urban Counties shall have the authority to conduct procurement functions and enter into contracts with one or more vendors as may be deemed necessary to carry out the purposes of this Agreement and to effectively manage each Resource.

3.2.4 All contracts procured, entered into, and/or approved by Urban Counties with vendors to fulfill the requirements of this Agreement and the Implementation Agreement, will be exclusively between the Urban Counties and the selected vendors and not the Parties.

3.2.5 Urban Counties is prohibited from binding Tarrant or any Subscriber to any obligation arising from contracts between Urban Counties and third-party vendors.
3.3 Urban Counties acknowledges and agrees that information or other data provided by a Stakeholder or Subscriber to Urban Counties to be stored or managed within a Resource will remain the property of the Stakeholder or Subscriber. The Urban Counties further acknowledges and agrees that such information or other data shall not be used by the Urban Counties other than in connection with the performance of this Agreement, disclosed, sold, assigned, leased or otherwise provided to third parties, or commercially exploited by or on behalf of the Urban Counties, its employees, officers, agents, subcontractors, invitees, or assigns in any respect.

3.4 For services performed under this Agreement, the Urban Counties shall be paid as set forth in this Agreement.

3.4.1 Subscriber has no equity rights to or in any of the assets or property of the Urban Counties unless specifically provided for herein or by way of a separate contract, agreement or other document executed by a Subscriber and the Urban Counties.

3.5 All payments by Subscriber pursuant to this Agreement must be made from current revenues.

3.6 The Parties intend that the Urban Counties shall operate only within the scope herein set out and have not herein created, as between any or all of them, any relationship of surety, indemnification or responsibility for the debt of or claims against each other, or any other Party.

3.7 The Parties have not, by entering into this Agreement, assumed, in any manner, any liability for the debts of or claims against each other, or the Urban Counties.

3.8 Tarrant and Urban Counties will not be financially liable to each other, or the other Participants for the non-performance or non-function of any Resource. In the event of non-performance of a Resource, Urban Counties will make best efforts within the applicable budget to correct the non-performance.

3.9 This Agreement does not grant to any Subscriber equity rights to, or in, any Resource.

3.10 In addition to SaaS Fees, Subscribers may be required to pay implementation costs for a Resource. Implementation costs will be unique to each Subscriber and will not be shared with other Subscribers.

3.11 Installation or implementation of a Resource will only be done by Urban Counties or contractors retained by Urban Counties.

4. TITLE AND LICENSE

4.1 License Grant. In consideration for the SaaS Fee, which shall be due and payable as set forth in Section 5 and Exhibit A, URBAN COUNTIES hereby grants to subscriber a limited, non-exclusive, revocable and non-transferable license (and sublicense with respect to the Embedded Third Party Software) to use the Licensed Property for Subscriber’s internal administration, operation, and/or conduct of subscriber’s business operations.

URBAN COUNTIES HAS THE RIGHT TO REVOKE THIS LICENSE IF SUBSCRIBER TERMINATES, CANCELS OR FAILS TO RENEW THIS AGREEMENT. URBAN COUNTIES HAS THE RIGHT TO UNILATERALLY REVOKE THIS LICENSE AND DENY SUBSCRIBER ACCESS TO THE LICENSED PROPERTY IF SUBSCRIBER FAILS TO REMIT ANY REQUIRED FEES WITHIN THIRTY DAYS OF THE DATE SUCH FEES BECOME DUE AS SET FORTH HEREIN AND SUCH AMOUNTS REMAIN OUTSTANDING FOR A PERIOD OF
THIRTY DAYS FOLLOWING URBAN COUNTIES’ WRITTEN NOTICE OF ITS INTENT TO REVOKE THE LICENSE.

4.2 License Not Tied to Number of Users. Unless otherwise specified on Exhibit A, the SaaS Fee is based on the number of certain user roles, and is not based on the total number of users of the Licensed Property.

4.3 Restrictions. Unless otherwise expressly set forth in this Agreement, subscriber shall not (a) reverse engineer, de-compile, or disassemble any portion of the Licensed Software or (b) sublicense, transfer, rent, or lease the Licensed Software or its usage. To the extent Subscriber employs contractors, subcontractors, or other third parties to assist in the Project, Subscriber shall obtain from such third parties an executed URBAN COUNTIES confidentiality agreement prior to such parties being permitted access to URBAN COUNTIES Confidential and Proprietary Information.

4.4 Embedded Third Party Software. The license grant set forth in Section 4.1 includes the right to use any Embedded Third Party Software; provided, however, that such access to and use of such Embedded Third Party Software shall be according to such terms, conditions, and licenses as are imposed by the manufacturers and/or third party licensors of such Embedded Third Party Software. All such Embedded Third Party Software is covered by the SaaS Fee. URBAN COUNTIES shall pass through to Subscriber any and all warranties granted to URBAN COUNTIES by the owners, licensors, and/or distributors of such Embedded Third Party Software.

4.5 Title

4.5.1 URBAN COUNTIES represents and warrants that it is the owner of all right, title and interest in and to the Licensed Software (other than Embedded Third Party Software) and all components and copies thereof. Nothing in this Agreement shall be deemed to vest in Subscriber any ownership or intellectual property rights in and to URBAN COUNTIES’ intellectual property (including, without limitation, URBAN COUNTIES Confidential and Proprietary Information), any components and copies thereof, or any derivative works based thereon prepared by URBAN COUNTIES.

4.5.2 All training materials shall be the sole property of URBAN COUNTIES.

4.5.3 All Subscriber data shall remain the property of Subscriber. URBAN COUNTIES shall not use Subscriber data other than in connection with providing the services pursuant to this Agreement.

5. FEES AND INVOICING

5.1 SaaS Fee. Unless otherwise specified in Exhibit A, the SaaS Fee is based on number of certain user roles. Subscriber agrees to provide URBAN COUNTIES information annually confirming the number of those roles to permit URBAN COUNTIES to calculate the SaaS fee in accordance with Exhibit A.

5.2 Professional Services Charges. Charges for all professional services to be performed hereunder are calculated on a time and materials basis, and shall be invoiced and paid by Subscriber in accordance with Section 5.4.
5.3 Expenses. Subscriber shall reimburse URBAN COUNTIES for travel, lodging, and food expenses actually and reasonably incurred by URBAN COUNTIES in performing its professional services herein in accordance with Section 5.4 and Exhibit A.

5.4 Invoice and Payment for Professional Services. URBAN COUNTIES shall invoice Subscriber for professional services and associated expenses as set forth in Exhibit A. Monthly reports will include a reasonably detailed itemization of services and expenses. Following receipt of a property submitted and approved invoice, Subscriber shall pay URBAN COUNTIES within thirty (30) days.

5.5 Invoice and Payment of Annual SaaS Fees. Annual SaaS Fees, as set forth in Exhibit A, shall be invoiced not later than sixty (60) days prior to the initial SaaS Fee due date or the anniversary thereof, as applicable, and shall be paid by Subscriber within thirty (30) days of receipt of the invoice. Each invoice shall include, at a minimum, the total invoiced amount and a reference to the specific items being invoiced under this Agreement. Following receipt of a property submitted invoice, Subscriber shall pay URBAN COUNTIES within thirty (30) days.

5.6 Any undisputed sum not paid when due shall bear interest at the rate of eighteen percent (18%) annually, or the maximum amount allowed by law, whichever is lower. Interest begins to accrue on the thirty-first (31st) day after the undisputed amount is due. Interest on an overdue payment stops accruing on the date URBAN COUNTIES receives payment.

6. PROJECT IMPLEMENTATION

6.1 Professional Services. Exhibit A includes URBAN COUNTIES' good faith estimate of the hours and fees associated with the services to be performed by URBAN COUNTIES for Subscriber, including travel time by URBAN COUNTIES' personnel from URBAN COUNTIES' place of business to and from Subscriber's place of business, and for which Subscriber shall pay on a time and materials basis. Additional services requested by Subscriber which are beyond those hours detailed in Exhibit A will be billed at URBAN COUNTIES' then current services rates.

6.2 Office Space. Subscriber shall, at its sole expense, provide reasonable access to office space, telephone access, network access (including providing URBAN COUNTIES reasonable access to a secure virtual private network connection or other comparable connection for use by URBAN COUNTIES from time to time on a non-dedicated basis), Internet connections, and such other facilities as may be reasonably requested by URBAN COUNTIES for use by URBAN COUNTIES personnel for the purpose of performing this Agreement.

6.3 Subscriber's Hardware and Other Software. Subscriber shall be responsible to acquire, install, and configure all work stations and other hardware, as well as the operating systems and other software, that will be used by Subscriber to operate the Licensed Software now or in the future. URBAN COUNTIES shall have no liability for defects in such hardware and software.

6.4 Cooperation. Subscriber acknowledges that the implementation of the Project is a cooperative process requiring the time and resources of Subscriber personnel. Subscriber shall, and shall cause its personnel to, use all reasonable efforts to cooperate with and assist URBAN COUNTIES as may be reasonably required to timely implement the Project, including, without limitation, providing reasonable information regarding its operations and reasonable access to its facilities. URBAN COUNTIES shall not be liable for failure to timely implement the project when such failure is due to Force Majeure (as identified in Section 19.14) or to the failure by Subscriber personnel to provide such cooperation and assistance (either through action or omission).
7. INSTALLATION OF THE LICENSED SOFTWARE

URBAN COUNTIES shall use commercially reasonable efforts to promptly install the Licensed Software either on URBAN COUNTIES' servers or on Subscriber's servers, as specified in Exhibit C and in accordance with a mutually agreed upon timetable. Upon installation, URBAN COUNTIES shall conduct its standard diagnostic evaluation to determine that the Licensed Software is properly installed, and upon completion, shall deliver written instructions for accessing the Licensed Software to Subscriber.

8. VERIFICATION OF THE LICENSED SOFTWARE

8.1 Verification Procedure. Upon installation of the Licensed Software, URBAN COUNTIES shall perform its standard test procedures and shall certify to Subscriber that the Licensed Software is in substantial conformance with URBAN COUNTIES' then current published specifications and is ready for Subscriber's use. In the event URBAN COUNTIES cannot so certify, URBAN COUNTIES sole obligation shall be to correct the cause thereof, which shall be Subscriber's sole right and remedy against URBAN COUNTIES.

8.2 Certification Final. URBAN COUNTIES' certification that the Licensed Software substantially complies with the then current published specifications shall be final and conclusive, except for latent defects, fraud, and such gross mistakes that amount to fraud. If Subscriber disputes the certification for any reason, it shall notify URBAN COUNTIES in writing within fifteen (15) business days of receipt of the certification for URBAN COUNTIES.

8.3 Use. Notwithstanding anything to the contrary herein, Subscriber's use of the Licensed Software for its intended purpose shall constitute Subscriber's verification of the provision of the Licensed Software for purposes of the SaaS Fees.

9. TRAINING

To the extent that training services are included in Exhibit A, URBAN COUNTIES shall train Subscriber in accordance with a mutually agreeable training plan. The training plan shall outline the training required for personnel to operate the Licensed Software. URBAN COUNTIES shall provide Subscriber personnel with only the number of hours of training for the respective portions of the Licensed Software as set forth in Exhibit C. Training shall be provided at Subscriber's principal place of business or other site selected by Subscriber. Training shall be performed according to the training plan, but in any event shall be "hands-on" using production-ready versions of the Licensed Software. The courses shall train Subscriber's employees or agents in a manner to provide basic end user training. Subscriber shall be responsible for providing an adequately equipped training facility to operate the Licensed Software.

10. MAINTENANCE AND SUPPORT SERVICES

10.1 Service Level Terms and Conditions. Upon URBAN COUNTIES' certification of the Licensed Software or Subscriber's use, whichever occurs first, URBAN COUNTIES shall provide Subscriber with the maintenance and support services for the Licensed Software as set forth in Service Level Terms and Conditions. URBAN COUNTIES may modify the Service Level Terms and Conditions, but shall provide notice to Subscriber of any modification at least 90 days prior to the effective date of the modification.

10.2 Responsibilities of Subscriber. In addition to the other responsibilities set forth herein, Subscriber shall: (a) provide all training of its personnel, other than training to be provided by Urban Counties as specified in Exhibit C; (b) collect, prepare, and enter all data necessary for the day-to-day operations of the License Software; (c) retain separate copies of all conversion
data delivered to URBAN COUNTIES; (d) provide end user workstations that conform to URBAN COUNTIES’ minimum requirements; and (e) provide the requisite networks.

11. OWNERSHIP OF DATA

11.1 When use of a Resource involves the shared storage of data or the shared access to data of multiple entities, the data remains the property of the particular entity that created or submitted the data.

11.2 Information or other data of a Subscriber or Stakeholder shall not be used by another Subscriber or Stakeholder other than in connection with the performance of this Agreement and the applicable Resource Sharing Addendum, or another similar agreement in the case of Stakeholders.

11.3 Protection of Confidential and Proprietary Information. Each Party shall not disclose, disseminate, transmit, publish, distribute, make available, or otherwise convey the other Party’s Confidential and Proprietary Information, and each Party shall not sue, make, sell, or otherwise exploit any such other Party’s Confidential and Proprietary Information for any purpose other than the performance of this Agreement, without the other Party’s written consent, except: (a) as may be required by law, regulation, judicial, or administrative process; or (b) as required in litigation pertaining to this Agreement, provided that the other Party is given advance notice of such intended disclosure in order to permit it the opportunity to seek a protective order.

11.4 Protection of Data of Other Users. If Licensed Software includes the ability to access data of other entities also using the Licensed Software, Subscriber agrees that such data remains the property of such other entities. Information or other data of another entity shall not be disclosed, sold, assigned, leased or otherwise provided to third parties, or commercially exploited by or on behalf of Subscriber, its employees, officers, agents, subcontractors, or assigns in any respect. In the event Subscriber receives a request for information or other data belonging to another entity, Subscriber must promptly notify the requestor that the Subscriber is not the custodian of the requested information or data.

11.5 Judicial and Administrative Proceedings. If a Party is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, requirements of any applicable open government statute, or other similar process) to disclose any Confidential and Proprietary Information of the other Party or of another entity as described in section 9.4. (the “Owner”), such Party shall provide the Owner with prompt written notice of such request or requirement so that the Owner may seek protective orders or other appropriate remedies and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by the Owner, the Party nonetheless is legally compelled to disclose the Owner’s Confidential and Proprietary Information or else would stand liable for contempt or suffer other censure or penalty, the Party may, without liability herein, disclose only that portion of the Owner’s Confidential and Proprietary Information required to be disclosed, provided that the Party uses reasonable efforts to preserve the confidentiality of the Owner’s Confidential and Proprietary Information, including, without limitation, by cooperating with the Owner to obtain an appropriate protective order or other administrative relief.

12. REPRESENTATIONS AND WARRANTIES

12.1 Project Personnel. All URBAN COUNTIES personnel utilized in connection with fulfilling its obligations pursuant to or arising from this Agreement shall be employees of URBAN COUNTIES or, if applicable, URBAN COUNTIES’ subcontractor(s), shall be qualified to perform the tasks
assigned them, and shall be in compliance with all applicable laws relating to employees generally, including, without limitation, immigration laws.

12.2 Pass-Through of Warranties. URBAN COUNTIES hereby passes through the benefits of all third party warranties that it receives in connection with any product provided to Subscriber.

12.3 No Actions, Suits, or Proceedings. There are no actions, suits, or proceedings pending or, to the knowledge of URBAN COUNTIES, threatened, that shall have a material adverse effect on URBAN COUNTIES’ ability to fulfill its obligations pursuant to or arising from this Agreement.

12.4 Compliance with Laws. In performing this Agreement, URBAN COUNTIES shall also comply in all material respects with applicable federal, state, and local statutes, laws, ordinances, rules and regulations.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 13 OR ELSEWHERE IN THIS AGREEMENT, URBAN COUNTIES DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

13. LIMITATION OF LIABILITY

URBAN COUNTIES’ LIABILITY TO SUBSCRIBER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF LEGAL THEORY SUCH AS BREACH OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO: (A) PRIOR TO URBAN COUNTIES’ CERTIFICATION OF THE LICENSED SOFTWARE AND SUBSCRIBER’S USE THEREOF, THE SaaS FEES PAID BY SUBSCRIBER, IF ANY, AND (B) AFTER URBAN COUNTIES’ CERTIFICATION OF THE LICENSED SOFTWARE AND SUBSCRIBER’S USE THEREOF, FIXING DEFECTS IN ACCORDANCE WITH SERVICE LEVEL TERMS AND CONDITIONS. THE FOREGOING LIMITATIONS DO NOT APPLY TO THE FOLLOWING CIRCUMSTANCES: (1) FRAUD; OR (2) BREACH OF SECTION 14.1 (CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE) OR SECTION 14.2 (INTELLECTUAL PROPERTY INFRINGEMENT).

IN NO EVENT SHALL URBAN COUNTIES BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, LOSS OF BUSINESS, OR LOSS OR CORRUPTION OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

14. IMMUNITY

This Agreement may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility or damage of any party to this contract, party’s agent, or party’s employee, otherwise provided by law. This Agreement shall not be interpreted to inure to the benefit of a third party not a party to this contract.

14. INDEMNIFICATION

14.1 General – Bodily Injury and Property Damage. Notwithstanding any other provision of this Agreement, URBAN COUNTIES shall defend, indemnify, hold and save harmless the Indemnified Parties from and against any and all Claims for bodily injury or property damage sustained by or asserted against Subscriber arising out of, resulting from, or attributable to the negligent or willful misconduct of URBAN COUNTIES, its employees, subcontractors, representatives, and agents; provided, however, that URBAN COUNTIES shall not be liable
herein to indemnify Subscriber against liability for damages arising out of bodily injury to people or damage to property to the extent that such bodily injury or property damage is caused by or resulting from the actions or omissions, negligent or otherwise, of Subscriber, its agents, contractors, subcontractors, or employees.

14.2 Intellectual Property Infringement

(a) Notwithstanding any other provision of this Agreement, if any claim is asserted, or action or proceeding brought against an Indemnified party that alleges that all or any part of the Licensed Property, in the form supplied, or modified by URBAN COUNTIES, or an Indemnified party's use thereof, infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title, or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, the Indemnified Party, upon its awareness, shall give URBAN COUNTIES prompt written notice thereof. URBAN COUNTIES shall defend, and hold Indemnified Party harmless against, any such claim or action with counsel of URBAN COUNTIES' choice and at URBAN COUNTIES' expense and shall indemnify INDEMNIFIED Party against any liability, damages, and costs resulting from such claim. Without waiving any rights pursuant to sovereign immunity, Indemnified Party shall cooperate with and may monitor URBAN COUNTIES in the defense of any claim, action, or proceeding and shall, if appropriate, make employees available as URBAN COUNTIES may reasonably request with regard to such defense. This indemnity does not apply to the extent that such a claim is attributable to modifications to the Licensed Property made by the Indemnified Party, or any third party pursuant to Indemnified Party's directions, or upon the unauthorized use of the Licensed Property by the Indemnified Party.

(b) If the Licensed Property becomes the subject of a claim of infringement or misappropriation of a copyright, patent, or trade secret or the violation of any other contractual or proprietary right of any third party, URBAN COUNTIES shall, at its sole cost and expense, select and provide one of the following remedies, which selection shall be in URBAN COUNTIES' sole discretion: (i) promptly replace the Licensed Property with a compatible, functionally equivalent, non-infringing system; or (ii) promptly modify the Licensed Property to make it non-infringing; or (iii) promptly procure the right of Subscriber to use the Licensed Property as intended.

15. TAXES

15.1 Tax Exempt Status. Subscriber represents and warrants that it is a governmental tax-exempt entity and shall not be responsible for any taxes for any Licensed Property or services provided for herein, whether federal or state. The fees paid to URBAN COUNTIES pursuant to this Agreement are inclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Effective Date of this Agreement.

15.2 Employee Tax Obligations. Each Party accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, workers' compensation insurance, unemployment insurance, or retirement benefits, pensions, or annuities now or hereafter imposed pursuant to or arising from any state or federal laws which are measured by the wages, salaries, or other remuneration paid to persons employed by such Party for work performed under this Agreement.

16. INSURANCE

URBAN COUNTIES shall provide, upon the written request of Subscriber (which shall not be less than thirty (30) days after the Effective Date), proof of insurance for and maintain, at URBANN COUNTIES'
sole cost and expense, the following insurance coverage: (a) workers’ compensation insurance protecting URBAN COUNTIES and Subscriber from potential URBAN COUNTIES employee claims based upon job-related sickness, injury, or accident during performance of this Agreement; and (b) comprehensive general liability (including, without limitation, bodily injury and property damage) insurance with respect to URBAN COUNTIES’ agents and vehicles assigned to perform the services herein with policy limits of not less than $1,000,000 combined single limit per occurrence and $2,000,000 in the aggregate.

17. TERM, SUSPENSION, AND TERMINATION

17.1 Term. The term of this Agreement (the “Term”) shall commence on the date specified in Exhibit A and continue for the subscription term specified therein. Except as otherwise specified in Exhibit A, the term of this Agreement, and the corresponding payment of all SaaS Fees, shall automatically renew for additional periods of one year, unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any such renewal term shall be the same as that during the prior term unless URBAN COUNTIES has given Subscriber written notice of any pricing change at least 90 days before the end of such prior term, in which case the change in pricing shall be effective upon renewal and thereafter.

17.2 Early Termination by Subscriber. This Agreement may be terminated by Subscriber prior to the end of the then current term by Subscriber proving URBAN COUNTIES with (1) thirty (30) days written notice of its intent to terminate, and (b) payment of the SaaS Fees still due for the remainder of the then current term.

17.3 Termination for Cause. Either Party may terminate this Agreement for Cause, provided that such Party follows the procedures set forth in this Section 17.3.

(a) For purposes of this Section, “Cause” means either:

(i) a material breach of this Agreement, which has not been cured within ninety (90) days of the date such Party receives written notice of such breach;

(ii) the failure by Subscriber to timely pay when due any fees and expenses owed to URBAN COUNTIES pursuant to this Agreement and any delinquent amounts remain outstanding for a period of thirty (30) days after URBAN COUNTIES provides written notice of its intent to terminate for failure to pay;

(iii) breach of Section 11; or

(iv) if URBAN COUNTIES becomes insolvent or bankrupt, or institutes or causes to be instituted any proceedings in bankruptcy or relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors; except, however, any involuntary petition for bankruptcy filed by a third party does not constitute cause under this subsection if dismissed within 10 business days.

(b) No Party may terminate this Agreement under Section 17.3(a)(i) unless it cooperates in good faith with the alleged breaching Party during the cure period and complies in good faith with the dispute resolution procedures set forth in Section 18 following such period.
(c) Upon any termination for Cause by Subscriber, URBAN COUNTIES shall refund any prepaid SaaS Fees covering the remainder of the Term after the effective date of termination. Upon any termination for Cause by URBAN COUNTIES, Subscriber shall pay URBAN COUNTIES any unpaid SaaS fees covering the Term. In no event shall any termination relieve Subscriber of the obligation to pay any fees payable to URBAN COUNTIES for the period prior to the effective date of termination.

17.4 Effect of Termination. Upon termination of this Agreement for any reason: (a) the licenses provided hereunder shall automatically terminate as of the effective date of the termination and Subscriber’s access to the Licensed Software shall be denied; (b) subject to payment of all amounts due hereunder, and upon written request, URBAN COUNTIES will provide to Subscriber such contents of the database that are owned by Subscriber, as such contents exist on the date of termination, in a standard industry data file format within five business days; and (c) upon written request, Subscriber shall return all documentation, products, URBAN COUNTIES Confidential and Proprietary information, and other information disclosed or otherwise delivered to Subscriber by URBAN COUNTIES.

17.5 Survival. The following provisions shall survive after the Term of this Agreement: 2; 4; 11; 13; 14; 15; 17; 18 and 19.

18. DISPUTE RESOLUTION

Disputes arising out of, or relating to, this Agreement shall first be discussed by the Project Managers. Any dispute that cannot be resolved within five (5) Business Days at the Project Manager level (or such other date as agreed upon by the Project Managers) shall be referred to the individual reasonably designated by Subscriber and URBAN COUNTIES’ Executive Director assigned to Subscriber’s account ("Intermediary Dispute Level"). Any dispute that cannot be resolved in ten (10) Business Days at the intermediary Dispute Level shall then be referred to Subscriber’s chief executive officer or other individual reasonably designated by Subscriber and URBAN COUNTIES’ Executive Director ("Executive Dispute Level"), at such time and location reasonably designated by the Parties. Any negotiations pursuant to this Section 18 are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute that the Parties are unable to resolve through informal discussions or negotiations or pursuant to the dispute resolution and escalation procedures set forth in this Agreement, the Parties shall submit the matter to nonbinding mediation before the commencement of any proceeding in a court. The foregoing shall not apply to claims for equitable relief under Section 11.

19. MISCELLANEOUS

19.1 Assignment. Neither Party may assign this Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, URBAN COUNTIES may assign its rights and obligations herein to any successor entity acquiring the right to make available the Licensed Property on behalf of the legal owners of such Licensed Property.

19.2 Cumulative Remedies. Except as specifically provided herein, no remedy made available herein is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy provided herein or available at law or in equity.

19.3 Notices. Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the Parties at their respective addresses set forth on the signature page hereto, or at such other
addresses as may be specified in writing by either of the Parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

19.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

19.5 Waiver. The performance of any obligation required of a Party herein may be waiver only by a written waiver signed by the other Party, which waiver shall be effective only with respect to the specific obligation described therein.

19.6 Entire Agreement. This Agreement constitutes the entire understanding and contract between the Parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.

19.7 Amendment. This Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each Party. All amendments or modifications of this Agreement shall be binding upon the Parties despite any lack of additional consideration.

19.8 Severability of Provisions. In the event any provision hereof is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement shall remain valid and enforceable according to its terms.

19.9 Relationship of Parties. The Parties intend that the relationship between the Parties created pursuant to or arising from this Agreement is that of an independent contractor only. Neither Party shall be considered an agent, representative, or employee of the other Party for any purpose.

19.10 Governing Law. Any dispute arising out of or relating to this Agreement or the breach thereof shall be governed by the laws of the state of Texas, without regard to or application of choice of law rules or principles. Further, venue for any suits or claims arising out of this Agreement shall be in the state courts of Tarrant County.

19.11 Audit. URBAN COUNTIES shall maintain complete and accurate records of all work performed pursuant to and arising out of this Agreement. Subscriber may, upon the written request of the Project Manager, audit any and all work or response records of URBAN COUNTIES relating to professional services provided therein. Subscriber shall provide URBAN COUNTIES twenty-four (24) hour notice of such audit or inspection. URBAN COUNTIES shall have the right to exclude from such inspection any URBAN COUNTIES Confidential and Proprietary Information not otherwise required to be provided to Subscriber as a part of this Agreement. URBAN COUNTIES shall make such books and records available to Subscriber as part of this Agreement. URBAN COUNTIES shall make such books and records available to Subscriber during normal business hours. Any such audit shall be conducted at URBAN COUNTIES' principal place of business during URBAN COUNTIES' normal business hours and at Subscribers sole expense.

19.12 No Third Party Beneficiaries. Nothing in this Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.
19.13 **Contra Proferentem.** The doctrine of *contra proferentem* shall not apply to this Agreement. If an ambiguity exists in this Agreement, or in a specific provision, neither the Agreement nor the provision shall be construed against the Party who drafted the Agreement or provision.

19.14 **Force Majeure.** No Party to this Agreement shall be liable for delay or failure in the performance of its contractual obligations arising from any one or more events that are beyond its reasonable control, including, without limitation, acts of God, war, terrorism, and riot. Upon such delay or failure affecting one Party, that Party shall notify the other Party and use all reasonable efforts to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable. Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond the control and without the fault or negligence of the Party claiming excusable delay. Any performance times pursuant to or arising from this Agreement shall be considered extended for a period of time equivalent to the time lost because of any delay that is excusable herein.

19.15 **Equitable Relief.** Each Party covenants, represents, and warrants that any violation of this Agreement by such Party with respect to its respective obligations set forth in Sections 4.3 and 11 shall cause irreparable injury to the other Party and shall entitle the other Party to extraordinary and equitable relief by a court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.

19.16 **Attorney’s Fees and Costs.** If attorneys’ fees or other costs are incurred by either Party to secure the performance of any obligations under this Agreement, or to establish damages for the breach thereof or to obtain any other appropriate relief, whether by way of prosecution or defense, the prevailing Party shall be entitled to recover from the other Party its reasonable attorneys’ fees and costs incurred in connection therewith.

19.17 **Incorporation of Exhibits.** The following Exhibits are incorporated as if fully set forth herein:

- Exhibit A – SaaS, Hosting and Implementation Fees
- Exhibit B – Hosting Services
- Exhibit C – Implementation Statement of Work
- Exhibit D – Functional Capabilities and Configurations
- Exhibit E – Forms and Tokens
- Exhibit F – DuPage County Roles and Responsibilities
- Exhibit G – SAO Operational Units
- Exhibit H – TechShare/DUCS Interfaces
EXHIBIT A
SaaS, HOSTING AND IMPLEMENTATION FEES

The five year software and project costs include:

1. **SaaS Fees** – annual costs for the use of the software for all county, law enforcement and defense attorneys using the software in the County

2. **Hosting Fees** – estimated annual costs for hosting software in the Microsoft Azure Private Government CJIS Compliant Cloud Service through the TechShare contract

3. **Implementation Fees** – one-time costs for deploying TechShare.Prosecutor, the Law Enforcement Portal and TechShare.Defense (for the purpose of disclosure) in DuPage County State’s Attorney’s Office and putting it in to use for all justice system users authorized by the State’s Attorney’s Office

4. **System Interface Fees** – one-time costs to design, build, test and deploy six interfaces from TechShare.Prosecutor to DuPage County systems as specified in this agreement

5. **Other One-Time Costs** – estimated travel expenses for the TechShare team to perform services on-site in DuPage County

The costs are summarized in the following table, with a detailed breakdown and explanation for each category of expense. Each category of expense, with the exception of the Subscriber and Hosting Fees which are based on the number of prosecuting attorney positions and total users, respectively, contains a not to exceed budgeted amount.

Payment of all invoices is due no later than thirty (30) days after receipt by DuPage County.

**SaaS Fees:**

The table below shows the expected costs for using the software over the five-year term. These fees are “subscriber” fees that include all functionality available in the software and regular updates to be provided on a quarterly basis as installed and made available through this agreement. The fees are based on the number of prosecuting attorney positions currently approved for the State’s Attorney’s Office in DuPage County, approximately eighty-five (85) positions. SaaS Fees do not include use and maintenance of the software, hosting, operations, and storage fees for use of the Microsoft Azure Cloud, which are set forth in the Hosting Fees, below.
The first-year costs are pro-rated based on the Phase II “go live” date.. The amount shown in the chart below for CY 2019 assumes Phase II go live no later than June 30, 2019. If go live occurs after that date, the amount for CY 2019 will be adjusted accordingly. The second-year costs reflect a discount because the State’s Attorney will be determining how best to complete the roll-out and implementation of the full-functions of the software.

Costs for years three through five assume full-functionality and are estimated based on standard cost-of-living increases of approximately five percent (5%) per year.

Annual costs are determined by the number of prosecuting attorneys assigned to the State’s Attorney’s Office. An annual fee is determined based on a pre-defined and published formula as approved by the counties participating in the Master Interlocal Agreement for Participation in the TechShare program.

The annual SaaS Fees for the 5-year term are set forth below. At the end of the contract term, the annual SaaS Fees will be adjusted based on the then current formula for the use of TechShare.Prosecutor that is in force at that time, subject to the approval of DuPage County, Illinois as part of a new or amended agreement.

An Invoice for Year 1 (CY 2019) will be issued upon completion of the Phase II “Go Live” which is scheduled to occur at the end of June 2019 of the implementation. The invoices for Years 2 through 5 for the Annual Subscriber Fee will be issued by the end of each October to cover the subsequent calendar year.

<table>
<thead>
<tr>
<th>Annual Subscriber Fee (Estimated)</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1 (CY 2019)</td>
<td>$43,500.00</td>
</tr>
<tr>
<td>Year 2 (CY 2020)</td>
<td>$87,780.00</td>
</tr>
<tr>
<td>Year 3 (CY 2021)</td>
<td>$125,400.00</td>
</tr>
<tr>
<td>Year 4 (CY 2022)</td>
<td>$131,670.00</td>
</tr>
<tr>
<td>Year 5 (CY 2023)</td>
<td>$138,250.00</td>
</tr>
<tr>
<td>Total Five Year Costs</td>
<td>$526,600.00</td>
</tr>
</tbody>
</table>
Hosting Fees:

The Microsoft Azure Hosting Service costs are estimated based on current TechShare contract with Microsoft to provide these services, including storage for all related DME, in the Private Government CJIS-Compliant Cloud. DuPage County may elect to obtain these services through the Urban Counties' agreement on a "pass through" basis to be billed on an annual basis (in advance) or may elect to contract directly with Microsoft or any other CJIS compliant provider for these services.

Based on our current agreement, the estimated costs per month per user for the Microsoft hosting services, including storage, is approximately $3.45. At peak utilization in Year 4, the estimated annual hosting fees for DuPage County will be approximately $43,000.

In October of each year, the actual number of users will be determined to arrive at a "true-up" bill or credit to account for deviations from the previous user estimate. Additionally, the number of users for DuPage County for the subsequent year will be estimated and the annual hosting fee will be estimated and included on the invoice (with the true-up bill or credit) with the Estimated SaaS Fees should DuPage County elect to use the contract between TechShare and Microsoft for hosting services.

For Microsoft Azure Hosting Services for Year 1, an invoice for $18,000 will be issued upon approval of this agreement by the DuPage County Board.

<table>
<thead>
<tr>
<th>Hosting Fees (estimated)</th>
<th>Estimated</th>
</tr>
</thead>
<tbody>
<tr>
<td>Microsoft Azure Hosting Services Year 1</td>
<td>$18,000.00</td>
</tr>
<tr>
<td>Microsoft Azure Hosting Services Year 2</td>
<td>$24,000.00</td>
</tr>
<tr>
<td>Microsoft Azure Hosting Services Year 3</td>
<td>$32,000.00</td>
</tr>
<tr>
<td>Microsoft Azure Hosting Services Year 4</td>
<td>$43,000.00</td>
</tr>
<tr>
<td>Microsoft Azure Hosting Services Year 5</td>
<td>$43,000.00</td>
</tr>
<tr>
<td><strong>Total Five Year Hosting Estimate</strong></td>
<td><strong>$160,000.00</strong></td>
</tr>
</tbody>
</table>
**Implementation Fees:**

The table below shows a breakdown of the costs to implement TechShare.Prosecutor (and the LEA Portal and Defense components)

Implementation and installation costs include the services to be provided by the TechShare team to establish and configure the software for use in DuPage County. This includes on-site work with the DuPage County team to establish the proper code tables and workflow to support the State's Attorney’s business processes.

Data conversion and migration costs include the services to be provided by the TechShare team to migrate the case files from the legacy case management system (CMS) to TechShare.Prosecutor.

Customization is an amount to provide for local customization of the software in accordance with priorities to be established by the SAO. In each case, a change request will be entered into the work management system (Confluence/JIRA), the change will be estimated, the work will be prioritized and these resources will be expended only with the approval of the designated representative of the State’s Attorney. Note: four enhancements are identified in Exhibit C and as part of project planning and for consistency, change requests will be entered into the system for those four enhancements, but the costs for those four enhancements are already included in the budget and the customization budget will not be utilized for those enhancements.

Training costs include the development of training materials specific to the State’s Attorney’s Office, on-site training for State’s Attorney staff and “power user” training for the State’s Attorney’s designated application operators. Some training may also be provided remotely through web training sessions.

Payment for Implementation Fees will be divided into four equal portions of $65,700. An invoice for the first payment in the amount of $65,700 will be issued upon approval of this agreement by the DuPage County Board. Subsequent invoices, each in the amount of $65,700, will be issued at the end of the third, fifth and seventh months of the schedule, which is at the end of January 2019, March 2019, and May 2019.

Monthly reports will be prepared for the State’s Attorney showing the actual expenditures in each area with a forecast of the expected costs at “go live.” Any unspent funds in this category will be returned to the State’s Attorney after the implementation project is determined complete by Urban Counties and the SAO, and approved by Urban Counties’ CFO consistent with TechShare.Prosecutor Project Plan.
Fees

Implementation & Installation cost $135,640.00
Data Conversion/Migration $18,000.00
Customization $65,000.00
Training $44,160.00
Total Software Cost $262,800.00

System Interface Fees

The table below shows the estimated costs to build the expected interfaces to each of the systems designated. These fees do not include any payments to any third-party vendors or providers for their efforts to provide reasonable access and/or methods for designing, developing, testing and deploying these system interfaces.

An invoice for the total of the System Interface Fees will be issued at the end of December 2018.

Monthly reports will be prepared for the State’s Attorney showing the actual expenditures in each area with a forecast of the expected costs at “go live.” Any unspent funds in this category will be returned to the State’s Attorney after the implementation project is determined complete by Urban Counties and the SAO, and approved by Urban Counties’ CFO.

<table>
<thead>
<tr>
<th>Interface</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>DUCS</td>
<td>$34,500.00</td>
</tr>
<tr>
<td>RMS</td>
<td>$23,000.00</td>
</tr>
<tr>
<td>DuPage County Jail</td>
<td>$23,000.00</td>
</tr>
<tr>
<td>Total Interface Cost</td>
<td>$80,500.00</td>
</tr>
</tbody>
</table>
Other One-Time Fees

The last section of Exhibit A contains the other one-time costs for implementing the software in DuPage County. The only costs in this category are the expected travel costs for the TechShare staff to work on-site in DuPage County. As with the other costs, above, monthly expense reports will be prepared for the State’s Attorney’s Office with a forecast of expected total travel costs at “go live.”

Payment for Other One-Time Fees will be divided into four equal portions of $9,000. An invoice for the first payment in the amount of $9,000 will be issued upon approval of this agreement by the DuPage County Board. Subsequent invoices, each in the amount of $9,000, will be issued at the end of the third, fifth and seventh months of the schedule, which is at the end of January 2019, March 2019, and May 2019. Any unspent funds will be returned to the State’s Attorney’s Office after the implementation project is determined complete by Urban Counties and the SAO, and approved by Urban Counties’ CFO.

All other costs or fees associated with this project will be the responsibility of DuPage County, Illinois.

Any written Change Requests will be based on the then current blended hourly rates for TechShare services. The blended hourly rate is determined on an annual basis by dividing the number of hours recorded for the operations and support of TechShare.Prosecutor into the total annual costs of such services. For calendar year 2019, the blended hourly rate is $127.08. The blended hourly rate will be updated in this agreement via written Change Request on an annual basis.
Hosting Services to support TechShare.Prosecutor, including the Law Enforcement Agency and Defense Portals, are available at the County's option through the Urban Counties current contract with Microsoft for the Azure Private Government CJIS-Certified Cloud. TechShare will provide the Hosting Services at cost (pass through) in accordance with the estimates provided in Exhibit A.

DuPage County may also elect to contract independently for Hosting Services from a CJIS-Certified Hosting Services provider in Illinois, at the County's discretion.

Under the Urban Counties agreement with Microsoft, Azure eliminates any single point of failure and provides a service level of 99.9% up-time with an 8 hour recovery point for business continuity planning purposes for DuPage County.

The Azure Hosting Services would be provided from Microsoft's data center in Iowa, with full back-up and recovery from the Microsoft data center in Texas.

If the County elects to include Hosting Services through TechShare as part of this Agreement, TechShare will manage the relationship with Microsoft and "pass through" the actual costs of the services to DuPage County. Several "environments" will be provided to support the activities associated with implementing the software for use in DuPage County including, but not limited to, configuration, testing, training, data conversion, sandbox, acceptance testing, and the like. The specific details for the configuration of these environments for DuPage County will be described in the Environment Strategy deliverable listed separately in Exhibit C to this agreement.

For the most secure technical implementation of integration to County systems on County premises, such as DUCS, it is recommended that DuPage County contract with Microsoft, at a minimum, for a "pass through" Cloud service that will allow all integration messages to be addressed behind the County's secured firewall. This approach insures that the County minimizes the risk from messaging traffic using an open port in the County's network environment. TechShare will advise and consult with the County in implementing this configuration based on our experience using this approach in a number of other data centers that are using similar hosting configurations. While TechShare will comply with all provisions in this agreement with respect to protecting the security and confidentiality of DuPage County data, TechShare will not be responsible for any accidental or unlawful access or disclosure of confidential data that results from the County's failure to meet similar obligations as specified in this agreement.
EXHIBIT C
IMPLEMENTATION STATEMENT OF WORK

Project Scope:

The TechShare.Prosecutor implementation project for DuPage County is structured to provide oversight and direct services necessary to transition the State's Attorney's Office (SAO) from the legacy case management system (CMS) to the TechShare.Prosecutor software and the related law enforcement and defense components to provide a seamless environment for managing cases and their related Digital Multimedia Evidence (DME) from initiation through appeal including digital courtroom presentation.

The goals and objectives of this project are:

- To implement a cloud-based, integrated Prosecution Case Management System with Digital Media from incident through appeal including all Law Enforcement Agencies, all areas of the Criminal, Civil and Administrative divisions of the State’s Attorney Office, Circuit Clerk for court presentation and data storage. TechShare.Prosecutor, as implemented in DuPage County will include, at a minimum, the functions and configuration specified in Exhibit D, and the form listed in Exhibit E, below.

- To improve efficiencies and reduce fiscal resources of time and materials required for successful case management and storage in the State's Attorney Office.

- To implement TechShare.Prosecutor and the related Law Enforcement and Defense components (provided for electronic disclosure and plea negotiation) to improve the management of digital multi-media evidence in the DuPage County, Illinois State's Attorney's office;

- To integrate TechShare.Prosecutor and the related Law Enforcement and Defense components with other related justice solutions in use to support the overall system and processes in DuPage County;

- To support the ongoing operations, maintenance and improvement of the software to address the changing integrated justice environment in DuPage County; and

- To incorporate DuPage County State's Attorney's Office into our collaborative community of local government participants who share in the overall long-term improvements and enhancements to TechShare.Prosecutor and its related components.
The TechShare.Prosecutor implementation project for DuPage County is structured to provide oversight and direct services necessary to transition the State’s Attorney’s Office (SAO) from the legacy case management system to the TechShare.Prosecutor software and the related law enforcement and defense components to provide a seamless environment for managing cases and their related Digital Multimedia Evidence (DME).

As a part of this process, the implementation team will determine the data to be converted, close the identified gaps in functionality between the legacy system and TechShare.Prosecutor, connect TechShare.Prosecutor to related systems, and identify current business practices that may need to be modified to utilize functionality available in TechShare.Prosecutor.

In addition to technical and management services, the implementation will include training in two forms:

1. Application training to ensure that all DuPage County SAO staff designated by SAO to use the system are prepared for the use of the new system; and
2. Advanced training for the staff designated by the SAO to provide ongoing local administration of the application.

The implementation effort will include the development of a “go live” plan for two phased implementation, execution of the plan, and support during and post go live period. As part of the “go live” plan, the TechShare project team will set forth a recommendation for the strategy for the first phase of “go live.”

The Go-Live Phase I will include the cutover from the legacy CMS to TechShare.Prosecutor in the State’s Attorney’s Office. The SAO will determine the “go live” approach from one of two strategies:

1. “Big Bang,” whereby the SAO converts from the CMS to TechShare.Prosecutor over a single period (usually a weekend) and transitions to the new system in all the designated business units (see Business Unit list, below). Under this scenario, the legacy CMS will continue to be available for a short period in the event the SAO elects to “roll back” the implementation (safety net approach); or

2. Unit by Unit, whereby the SAO determines the sequence and timing of bringing each Business Unit on the system over a short period (six to eight weeks). Under this scenario, there will be a limited time where the SAO uses both systems (legacy CMS and TechShare.Prosecutor) until all Business Units are on the new system.

The SAO may also elect to implement the use of the Defense Portal for purposes of evidence disclosure and plea agreements working with the Public Defender’s Office and other defense attorneys.
The Go-Live Phase II will roll out the use of the Law Enforcement Agency Portal for the submission of information, including Digital Multimedia Evidence (DME), to the SAO.

**Customization Requirements:**

Go-Live Phase I will address the following customization requirements as identified by SAO and the TechShare project team:

- **Search Warrants** – TechShare.Prosecutor will be modified to work in collaboration with the current Search Warrant subsystem within DUCS and will include access to Search Warrant documents through the document interface with DUCS.

- **Felony Screening** – modifications to TechShare.Prosecutor will be completed in order to use the new system for the Felony Screening function, including, as noted above, interaction with the DUCS Search Warrant subsystem. TechShare recognizes that it will be necessary to demonstrate that the Felony Screening functions can be performed as efficiently and effectively as in the legacy system before the SAO will approve this component as part of "go live."

Go-Live Phase II will address the following customization requirements as identified by SAO and the TechShare project team:

- **Article 36 (Seizures) functionality**
- **Forfeiture functionality**

Any other customization of TechShare.Prosecutor or the related Portals will require a written Change Request to be approved by the parties to this agreement. The standard rate that will be applied is noted in Exhibit A to this agreement.

**Data, Document and DME Conversion:**

The TechShare data migration process is designed in systematic iterations, with targeted conversion runs within each iteration. This approach allows the Business Users to review the transformed data early and often in the new system. This will provide an opportunity for the project team to identify and resolve potential issues in a timely manner.

The objectives of the data migration effort include the following:

- The quality of migrated data must meet or exceed the rules for post-validation.
- The migrated data must support the current needs of the identified business processes and be in compliance with departmental and county regulations and rules. Note: all electronic data, regardless of source, that is currently required to address the needs of the identified business processes will be included in the
migrated data. This could include, but is not limited to: felony screening, drug and grants, victim services and any data from the units described in Exhibit G.

- All of the migrated data to the target system must be compatible. If there are any records that fail, mismatch, and/or dropped, these records must be accounted for and uploaded to the target system until the data conversion reaches the acceptable success rate.

**Data Conversion Steps (Summary):**

1. Evaluate the source and state of existing data
2. Map source data to destination
3. Define data migration business rules
4. Configure reusable TechShare C# data migration application
5. Build validation scripts
6. Perform iterative data migration test runs and validation
7. Generate data migration reports
8. Perform data cleansing
9. Conduct key data migration checkpoint meetings with functional and technical subject matter experts
10. Perform final data migration run
11. Perform final user acceptance validation

**DME Conversion Steps (Summary):**

1. Evaluate the source location of files and any metadata associated with the DME
2. Map required data and metadata to DME table
3. Define DME migration business rules
4. Configure re-usable TechShare C# DME Migration application
5. Configure the C# application to copy the DME to the destination location and insert a record into the database
6. Configure the C# application that validates accuracy of the DME migration
7. Conduct key data migration checkpoint meetings with functional and technical subject matter experts

8. Perform final DME migration run

9. Perform final user acceptance validation

The task and activities table, below, provides examples of the detailed tasks that will be considered as part of the Implementation Plan for Data and DME conversion.
<table>
<thead>
<tr>
<th>Data Conversion Task Name</th>
<th>Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provide Data Conversion Approach and Strategy</td>
<td>TechShare</td>
</tr>
<tr>
<td>Approve Data Conversion Plan</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Prepare Environment for Source Data Analysis</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Create Data Description Document for Source Data</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Template for Source Data</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Technical environment (operation system and database platform) for Source Data</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Database type (relational or hierarchical) for Source Data</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Data elements</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Data formats and standards</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Data volume</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Vendor or other relevant contact information</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Data dictionaries (ERD Diagrams)</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Screen/Field Mapping specification. Each screen of the legacy system will be listed and each data element on the screen will be mapped to the corresponding field in the database</td>
<td>DuPage County/TechShare</td>
</tr>
<tr>
<td>Future disposition of the legacy system (whether it will be decommissioned or maintained)</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Analyze Data Sources</td>
<td>TechShare/DuPage County</td>
</tr>
<tr>
<td>Steps for Analysis</td>
<td>TechShare/DuPage County</td>
</tr>
<tr>
<td>TechShare and the SAO will analyze the source data, assess the quality of the data and identify risks that may affect data conversion activities/outcomes. Any scrubbing/cleansing of data will need to be performed at the source database level by the SAO</td>
<td>TechShare/DuPage County</td>
</tr>
<tr>
<td>Data integrity issues</td>
<td>TechShare/DuPage County</td>
</tr>
<tr>
<td>Recommendations for the extent of inclusion of data source/data element in the conversion</td>
<td>TechShare/DuPage County</td>
</tr>
<tr>
<td>Identify and document issues, risks and barriers that may interfere with the data conversion work stream</td>
<td>TechShare/DuPage County</td>
</tr>
<tr>
<td>Propose recommendations and options for mitigating the identified risks</td>
<td>TechShare/DuPage County</td>
</tr>
<tr>
<td>Create and Approve Data Conversion Strategy Document</td>
<td>TechShare/DuPage County</td>
</tr>
<tr>
<td>Create Conversion Testing Specification Document</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Data Conversion Task Name (Continued)</td>
<td>Responsibility</td>
</tr>
<tr>
<td>------------------------------------------------------------------------------------------------------</td>
<td>--------------------------</td>
</tr>
<tr>
<td>Content of Document</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Data integrity analysis and cleansing methodology</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Data validation methodology</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Timing, sequencing and coordination of the data conversion tasks</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Amount of data (i.e., how far in the past data will be converted)</td>
<td>DuPage County</td>
</tr>
<tr>
<td>The data mapping between each of the source databases and the staging database</td>
<td>DuPage County</td>
</tr>
<tr>
<td>The data mapping between the staging database and the application</td>
<td>DuPage County/TechShare</td>
</tr>
<tr>
<td>All transformations that need to be done between the source database and staging between staging and the final database</td>
<td>DuPage County/TechShare</td>
</tr>
<tr>
<td>Source data filtering rules, including data elements to filter out</td>
<td>DuPage County/TechShare</td>
</tr>
<tr>
<td>Source data attributes used to identify duplicate data from multiple data sources</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Strategy to merge duplicate data from multiple data sources</td>
<td>DuPage County/TechShare</td>
</tr>
<tr>
<td>Source data load sequence and dependencies</td>
<td>DuPage County/TechShare</td>
</tr>
<tr>
<td>Storage requirements for data to be converted</td>
<td>DuPage County/TechShare</td>
</tr>
<tr>
<td>Conversion procedures</td>
<td>TechShare</td>
</tr>
<tr>
<td>Prepare Data Conversion Environment</td>
<td>TechShare</td>
</tr>
<tr>
<td>Create and Approve Data Conversion Specification Document</td>
<td>DuPage County/TechShare</td>
</tr>
<tr>
<td>Approve the Data Conversion Specification Document</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Update Project Work Plan and Schedule</td>
<td>DuPage County/TechShare</td>
</tr>
<tr>
<td>First Conversion</td>
<td>TechShare</td>
</tr>
<tr>
<td>Create Conversion Scripts</td>
<td>TechShare</td>
</tr>
<tr>
<td>Steps for Scripts</td>
<td>TechShare</td>
</tr>
<tr>
<td>Extract source data</td>
<td>TechShare</td>
</tr>
<tr>
<td>Validate the completeness of extracted data</td>
<td>TechShare</td>
</tr>
<tr>
<td>Transform, cleanse, filter out, and merge source data</td>
<td>TechShare</td>
</tr>
<tr>
<td>Map source data to the staging database</td>
<td>TechShare</td>
</tr>
<tr>
<td>Data Conversion Task Name (Concluded)</td>
<td>Responsibility</td>
</tr>
<tr>
<td>----------------------------------------------------------------------------------------------------</td>
<td>---------------------------------</td>
</tr>
<tr>
<td>Load source data into the staging database</td>
<td>TechShare</td>
</tr>
<tr>
<td>Validating converted data</td>
<td>TechShare</td>
</tr>
<tr>
<td>Run First Full Conversion</td>
<td>TechShare</td>
</tr>
<tr>
<td>Test Conversion and Report deficiencies that are not in compliance with the testing specification document</td>
<td>TechShare</td>
</tr>
<tr>
<td>Review Conversion Issues</td>
<td>DuPage County/TechShare</td>
</tr>
<tr>
<td>Second Conversion</td>
<td>TechShare</td>
</tr>
<tr>
<td>Make fixes to Conversion Scripts</td>
<td>TechShare</td>
</tr>
<tr>
<td>Run Second Full Conversion</td>
<td>DuPage County/TechShare</td>
</tr>
<tr>
<td>Test Conversion and Report deficiencies that are not in compliance with the testing specification document</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Review Conversion Issues</td>
<td>DuPage County/TechShare</td>
</tr>
<tr>
<td>Final Conversion</td>
<td>TechShare</td>
</tr>
<tr>
<td>Make fixes to Conversion Scripts</td>
<td>TechShare</td>
</tr>
<tr>
<td>Run Third Full Conversion</td>
<td>DuPage County/TechShare</td>
</tr>
<tr>
<td>Test Conversion and Report deficiencies that are not in compliance with the testing specification document</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Approve Data Quality Assessment Reports, including risks</td>
<td>DuPage County</td>
</tr>
<tr>
<td>AFTER SAO APPROVAL, CONVERSIONS READY TO GO-LIVE</td>
<td>DuPage County</td>
</tr>
</tbody>
</table>
Integration:

The following interfaces will be developed as part of DuPage County’s implementation of TechShare.Prosecutor

1. DUCS: TechShare.Prosecutor will use the standard DUCS Infoservice for case initiation and case updates, including access to court documents that will continue to be stored electronically as part of the Clerk’s system. In addition, DuPage County staff will modify the Search Warrant component of DUCS in collaboration with TechShare to facilitate the review and approval process through TechShare.Prosecutor and to provide access to Search Warrants through the standard DUCS Infoservice.

2. Long Form: At the appropriate time (as determined by DuPage County) in the development of the DuPage County Long Form system (LEADER) for case filing, TechShare will initiate a Change Request for either modify and/or develop the interface(s) with TechShare.Prosecutor.

3. RMS: For those Law Enforcement Agencies using the Hexagon WebRMS, an interface with TechShare.Prosecutor will be developed and implemented in order to obtain relevant documents and incident meta-data. Only documents and meta-data that are not available through DUCS will be transferred to TechShare.Prosecutor through this interface.

4. Digital Media Solution: If Case Guard is acquired for use in DuPage County, TechShare will initiate a Change Request for develop an interface with Case Guard (through standard application programming interfaces) to provide access to Digital Multimedia Evidence that is stored in Case Guard. If there is any duplication between the items stored in Case Guard and those stored in DUCS, the item from DUCS will be used through the integration.

5. DuPage County Jail: With the concurrence of the Sheriff’s Department and the collaboration with the appropriate technical services provider for the software, TechShare will develop an interface that provides the SAO with pertinent jail and custody related information. A written change request may be necessary depending on the level of collaboration from the jail system provider.

TechShare will also provide any interfaces with third-party evidence management systems (such as Evidence.com) currently in use by LEAs at no additional cost to DuPage County. It may be necessary in some cases for DuPage County to enter into an agreement with a third party software/services supplier to use these interfaces.

Any costs associated with or required for the County and/or any third-party vendor to design, develop, test and deploy their connection(s) to the TechShare integrations are outside the scope of this agreement.
The task and activities table, below, provides examples of the detailed tasks that will be considered as part of the Implementation Plan for Integration/Interfaces:

<table>
<thead>
<tr>
<th>Integration/Interfaces Task Name</th>
<th>Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>Confirm list of Interfaces</td>
<td>DuPage County</td>
</tr>
<tr>
<td>For each interface establish implementation approach</td>
<td>TechShare/Dupage County</td>
</tr>
<tr>
<td>Design, build and test interfaces</td>
<td>TechShare/Dupage County</td>
</tr>
<tr>
<td>Provide documentation for host system interfaces that includes:</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Business purpose of the interface</td>
<td>DuPage County</td>
</tr>
<tr>
<td>All the data elements provided by the interface</td>
<td>DuPage County</td>
</tr>
<tr>
<td>The communication protocol(s) the interface supports</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Any security needs/requirements for communicating with the interface</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Identify any other technical risks associated with implementing the interface</td>
<td>DuPage County</td>
</tr>
<tr>
<td>The projected volume of data to be transmitted</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Create the Interface Specification Document that includes:</td>
<td>TechShare/Dupage County</td>
</tr>
<tr>
<td>The data element mappings between the two systems and other requirements such as filtering,</td>
<td>TechShare/Dupage County</td>
</tr>
<tr>
<td>throttling, queuing, retention period, and resending/republishing of messages</td>
<td>TechShare/Dupage County</td>
</tr>
<tr>
<td>The frequency/trigger at which the interface needs to run</td>
<td>TechShare/Dupage County</td>
</tr>
<tr>
<td>Specifications of the data and transport mechanisms required for the Interface</td>
<td>TechShare/Dupage County</td>
</tr>
<tr>
<td>transaction such as:</td>
<td></td>
</tr>
<tr>
<td>TCP/IP addresses;</td>
<td></td>
</tr>
<tr>
<td>Host and other DNS names;</td>
<td></td>
</tr>
<tr>
<td>Ports and firewalls rules; and</td>
<td></td>
</tr>
<tr>
<td>Secure networking requirements (e.g., SSL certifications, VPN, etc.)</td>
<td></td>
</tr>
<tr>
<td>Specifications for monitoring the traffic through the Interface, and reporting</td>
<td></td>
</tr>
<tr>
<td>requirements</td>
<td></td>
</tr>
<tr>
<td>If any middleware that needs to be used to manage the interface transactions</td>
<td></td>
</tr>
<tr>
<td>The data flow diagram</td>
<td></td>
</tr>
<tr>
<td>Requirements for identification of exception types and exception processing of</td>
<td></td>
</tr>
<tr>
<td>transactions</td>
<td></td>
</tr>
<tr>
<td>Specifications for downtime and recovery strategy</td>
<td></td>
</tr>
<tr>
<td>Integration/Interfaces Task Name</td>
<td>Responsibility</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>---------------------------</td>
</tr>
<tr>
<td>System administrator account provisioning requirements for Interface access and control</td>
<td>TechShare/Dupage County</td>
</tr>
<tr>
<td>Bandwidth requirements based on transaction volumes</td>
<td>TechShare/Dupage County</td>
</tr>
<tr>
<td>Develop Interface Test Plan that includes:</td>
<td>TechShare/Dupage County</td>
</tr>
<tr>
<td>The testing tools used to test the interface</td>
<td>TechShare/Dupage County</td>
</tr>
<tr>
<td>Identification and documentation of relevant test scenarios for the Interface</td>
<td>TechShare/Dupage County</td>
</tr>
<tr>
<td>Test scripts (including test script for reviewing historical data where applicable) for the Interface</td>
<td>TechShare/Dupage County</td>
</tr>
<tr>
<td>The test conclusion criteria</td>
<td>TechShare/Dupage County</td>
</tr>
<tr>
<td>Develop Interface based on the Interface Specification Document that includes all development/configuration changes in the Application</td>
<td>TechShare</td>
</tr>
<tr>
<td>Test Interface based on the test scenarios and other conditions specified in the Interface Test Plan document</td>
<td>DuPage County</td>
</tr>
<tr>
<td>After any changes required, retest and finalize</td>
<td>TechShare/Dupage County</td>
</tr>
<tr>
<td>AFTER SAO APPROVAL, INTERFACES READY TO GO-LIVE</td>
<td>DuPage County</td>
</tr>
</tbody>
</table>

**Software and Hardware Specifications:**

Due to the nature of TechShare.Prosecutor being a web-based application, it does not require any separately licensed third-party software to operate. All users approved by the County can access the software through an Internet Browser with a connection to the Internet sufficient to support the use of the system (see Network Requirements, below). TechShare does have partnerships with software vendors, such as CSI and Extract Software, to support document scanning, OCR and redaction capabilities in the application, if DuPage County wishes to explore those options. However, these products are not required for successful implementation of TechShare.Prosecutor in DuPage County nor are their costs included in the scope of this agreement.

It is understood that DuPage County may continue to operate a document scanning/imaging function for paper filings that are submitted to the SAO. TechShare supports standard document scanning integration and will include the services necessary to integrate the SAO’s document scanning operation with TechShare.Prosecutor.
**Network Requirements:**

The TechShare.Prosecutor solution and its associated components serve many different types of transactions which sometimes require unique criteria for processing. At minimum, the recommended that the network speed operate at the following speeds to support these transaction categories:

<table>
<thead>
<tr>
<th>Transaction Type</th>
<th>Network Speed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Browsing</td>
<td>Minimum 10 mbps</td>
</tr>
<tr>
<td>Uploading and Downloading Videos</td>
<td>Minimum 50 mbps</td>
</tr>
</tbody>
</table>

**Hardware Requirements:**

It is recommended that TechShare.Prosecutor users operate the application on a machine with the following specifications:

<table>
<thead>
<tr>
<th>Specifications (minimum)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Windows 7 Pro</td>
</tr>
<tr>
<td>Random Access</td>
</tr>
<tr>
<td>Memory (RAM)</td>
</tr>
<tr>
<td>Hard Drive (HD)</td>
</tr>
</tbody>
</table>

**Storage Recommendations and Requirements:**

TechShare.Prosecutor, the Law Enforcement Portal and TechShare.Defense are all hosted in the Microsoft Azure Private Government CJIS Compliant Cloud (see specific information above). All DME, including documents, photographs, audio files, video files and the like, will be stored in the Cloud as part of the TechShare.Prosecutor solution.

The estimated Hosting Fees shown in Exhibit A includes storage for the current and anticipated DME requirements based on the case workload and history information provided by DuPage County. DuPage County may elect to include hosting and storage services in this agreement at cost through the Urban Counties’ agreement with Microsoft for Azure hosting services. In addition to storing all DME associated with current cases, the SAO may elect to store historical DME that is associated with prior, disposed, and historical cases.
TechShare.Prosecutor will include a mechanism to migrate DME to the Microsoft Azure Private Government CJIS-compliant Cloud as part of the data migration process and on a case-by-case basis. In order to store DME in the Cloud environment provided through the Urban Counties, the DME must be associated with a case, either an active or historical (disposed) case. There are no provisions in this agreement for a general content or document storage system for information needed for the general operation of the SAO. Only storage of case related documents and information are contemplated in this agreement.

**Testing**

The TechShare approach to system testing is based on getting SAO staff “hands on the keyboard” as early and often as possible during the implementation process. As noted in the summary Project Plan, below, training will be provided by TechShare staff for the SAO’s project personnel and key staff beginning in the second month of the project so the SAO can participate in testing the software as it evolves from initial deployment through configuration, customization and data conversion.

Finally, the project schedule will provide ample time for final "smoke testing" with all the "parts and pieces" of the total system in place and an acceptance testing period during which the SAO makes the final “go or no go” decision regarding the "go live" date for Phase 1.

A similar, but compressed, final testing process will be conducted with the Law Enforcement Agencies and Defense Attorneys in order to prepare for the Phase 2 “go live.”

The task and activities table, below, provides examples of the detailed tasks that will be considered as part of the Implementation Plan for Testing:
<table>
<thead>
<tr>
<th>Testing Task Name</th>
<th>Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>Develop Testing Plan</td>
<td>TechShare</td>
</tr>
<tr>
<td>After SAO Plan updates, approve Testing Plan</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Provide System Validation training</td>
<td>TechShare</td>
</tr>
<tr>
<td>Identify all the Application Requirements on Server and Desktops</td>
<td>TechShare</td>
</tr>
<tr>
<td>Identify all Network Printers correctly attached</td>
<td>TechShare</td>
</tr>
<tr>
<td>Identify all EMAIL settings correctly setup</td>
<td>TechShare</td>
</tr>
<tr>
<td>Identify Active Directory settings correctly setup</td>
<td>TechShare</td>
</tr>
<tr>
<td>Provide use cases to test for printing</td>
<td>TechShare</td>
</tr>
<tr>
<td>Provide use cases to test for email messages</td>
<td>TechShare</td>
</tr>
<tr>
<td>Provide use cases to test for Active Directory integration</td>
<td>TechShare</td>
</tr>
<tr>
<td>Conduct System Validation using the test scripts and test scenarios and identify</td>
<td>DuPage County</td>
</tr>
<tr>
<td>any defects</td>
<td></td>
</tr>
<tr>
<td>Correct testing defects</td>
<td>TechShare</td>
</tr>
<tr>
<td>Approve system validation testing</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Testing Task Name (Concluded)</td>
<td>Responsibility</td>
</tr>
<tr>
<td>-----------------------------------------------------------------------------------------------</td>
<td>--------------------</td>
</tr>
<tr>
<td>Prepare for User Acceptance Testing including set up of all environments</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Identify use cases to test for SAO Functionality related to, but not limited to</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Case Initiation</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Case Updates</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Case Processing</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Calendar</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Workflow</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Integration</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Documents</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Searches/Reports/Dynamic Views</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Perform User Acceptance Testing and identify any defects</td>
<td>TechShare</td>
</tr>
<tr>
<td>Correct User Acceptance Testing defects</td>
<td>TechShare</td>
</tr>
<tr>
<td>Perform Integration Testing and identify any defects</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Correct Integration Testing defects</td>
<td>TechShare</td>
</tr>
<tr>
<td>Perform Regression Testing (after every upgrade)</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Regression tests are done to identify all the basic functionality of the system works after every upgrade</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Identify use cases to identify basic functionality to test eSAO upgrade</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Where possible, develop automated Selenium Scripts to do regression test</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Run Regression Tests</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Identify Load testing scenarios</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Develop Load testing scripts</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Develop automated to scripts based on Load testing scenarios to simulate concurrent users performing different functions</td>
<td>TechShare</td>
</tr>
<tr>
<td>Perform Load Testing</td>
<td>TechShare/DuPage County</td>
</tr>
<tr>
<td>APPROVE TESTING</td>
<td>DuPage County</td>
</tr>
</tbody>
</table>
Project Plan:

- Project Initiation

The beginning of the project will include a Kick-Off Meeting with the Implementation Team to review project scope, plan, expectations and deliverables. Through a collaborative process with DuPage County staff, TechShare staff will revise the project plan and schedule, as necessary; develop a staffing plan for DuPage County resources; and build the first iteration of the project risk register.

- Business Analysis

Developing technical solutions begins with defining, analyzing and documenting requirements. During this stage, the project team will document how processes and procedures currently operate and how the processes and procedures will function following implementation. All required forms and reports will be configured in the system so DuPage County can see how their case files will be built within TechShare.Prosecutor.

- Technical Analysis

This phase includes configuring the application infrastructure, initiating data migration, and developing interfaces and integration points. Any customization will also be completed during this phase.

- Go-Live

As part of Go-Live activities, there will be two sets of Smoke Testing and User Acceptance Training (UAT). The SAO will implement TechShare.Prosecutor in two phases.

Phase I Go-Live will include cutover from the CMS to TechShare.Prosecutor and final data migration.

Phase II will include rollout of the application to 20 law enforcement agencies and implementing additional functionality including Article 36 (seizures) and forfeitures. Note: if any law enforcement agencies are willing to “pilot” the use of the Law Enforcement Portal that is part of TechShare.Prosecutor and they are not using and do not intend to use Hexagon’s WebRMS, the SAO may elect to include these agencies in the Phase I Go-Live.
• Production Support

Ongoing support will be provided by the TechShare project team throughout the life of the project. Onsite support will also be provided at Go-Live and for four weeks thereafter. At that point, with DuPage County SAO approval, production support will be provided in accordance with the Production Support Plan.

• Stakeholder Checkpoints

There will be a minimum of four Stakeholder Checkpoints to provide project status updates and ensure alignment between the project team and the SAO. Additional checkpoints may be scheduled as necessary to ensure all risks are mitigated and all issues are resolved on a timely basis.

On the next page is a diagram of the overall project schedule and milestones.
**Implementation Deliverables:**

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Description</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Implementation Plan</td>
<td>Describes the activities and associated timeline to ensure adequate preparation has taken place for a successful transition of the TechShare.Prosecutor application into a production environment.</td>
<td>Month 1</td>
</tr>
<tr>
<td>TechShare.Defense Implementation</td>
<td>Describes the activities and associated timeline to ensure adequate preparation has taken place for a successful transition of the TechShare.Defense application into a production environment.</td>
<td>Month 1</td>
</tr>
<tr>
<td>Strategy</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LEA Portal Implementation</td>
<td>Describes the activities and associated timeline to ensure adequate preparation has taken place for a successful transition of the LEA application into a production environment.</td>
<td>Month 1</td>
</tr>
<tr>
<td>Strategy</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Environment Strategy</td>
<td>Describes the environment strategy that will be used in the County (e.g., Staging, Test, Production environments)</td>
<td>Month 1</td>
</tr>
<tr>
<td>Integration Plan</td>
<td>Describes the activities required to successfully integrate with other systems.</td>
<td>Month 1</td>
</tr>
<tr>
<td>DME Management Strategy</td>
<td>Describes the strategy for storing and accessing the Digital Multimedia evidence locally (e.g., Storage Area Network, Document Management Strategy)</td>
<td>Month 1</td>
</tr>
<tr>
<td>Data Migration Strategy</td>
<td>Describes the strategy for migrating historical case data into the TechShare.Prosecutor application.</td>
<td>Month 1</td>
</tr>
<tr>
<td>Business Process Models</td>
<td>Describes the strategy and format of the as-is and to-be business models.</td>
<td>Month 1</td>
</tr>
<tr>
<td>Training Strategy</td>
<td>Describes the strategy for training the users of the application.</td>
<td>Month 1</td>
</tr>
<tr>
<td>Deliverable</td>
<td>Description</td>
<td>Due Date</td>
</tr>
<tr>
<td>--------------------------</td>
<td>-----------------------------------------------------------------------------</td>
<td>-------------</td>
</tr>
<tr>
<td>Cutover Strategy</td>
<td>Describes the strategy to loading data and retiring existing applications.</td>
<td>Month 2</td>
</tr>
<tr>
<td>Production Support Plan</td>
<td>Describes the obligations and duties and the associated support roles and responsibilities for Production Support.</td>
<td>Month 2</td>
</tr>
<tr>
<td>Future Release Adoption Plan</td>
<td>Describes the strategy for the County to receive future versions of the application.</td>
<td>Month 2</td>
</tr>
<tr>
<td>Smoke Test Checklist</td>
<td>Describes the activities required for a successful smoke test (e.g., processing 200 cases, processing mental health cases, recording Grand Jury results for 20 dockets).</td>
<td>Month 3</td>
</tr>
<tr>
<td>Go-Live Checklist</td>
<td>Describes the activities required for a successful Go-Live (e.g., data migrated, environment configured, necessary signoffs).</td>
<td>Month 3</td>
</tr>
<tr>
<td>Go-Live Acceptance</td>
<td>Describes the activities required for go-live acceptance for both Phase I and Phase II (e.g., necessary signoffs).</td>
<td>Month 4</td>
</tr>
<tr>
<td>Production Support Plan</td>
<td>Describes the roles and responsibilities for the on-site support after go-live.</td>
<td>Month 4</td>
</tr>
<tr>
<td>Completed Configuration</td>
<td>Software fully-configured for DuPage County</td>
<td>Month 5</td>
</tr>
<tr>
<td>Converted Data</td>
<td>Legacy Data, including DME, converted and deployed in TechShare.Prosecutor</td>
<td>Months 6 and 8</td>
</tr>
<tr>
<td>Customization</td>
<td>Four enhancements identified in Agreement</td>
<td>Months 5 and 7</td>
</tr>
<tr>
<td>Integrations</td>
<td>Working connections to Systems identified in Agreement</td>
<td>Month 5</td>
</tr>
<tr>
<td>Go Live – Phase 1</td>
<td>Successful Cutover in State’s Attorney’s Office</td>
<td>Month 6</td>
</tr>
<tr>
<td>Go Live – Phase 2</td>
<td>Successful Cutover in Law Enforcement Agencies and Defense</td>
<td>Month 8</td>
</tr>
</tbody>
</table>
Training:

TechShare staff will work with DuPage County's business analysts and subject matter experts to collect detailed information on potential users, their roles and learning styles, and the County's training capabilities. The output of the training assessment includes a recommended training approach.

TechShare staff will develop and provide role-specific training materials to be used as part of the go live training. During the implementation project, TechShare ensures the training materials are up to date and inclusive of newly developed software features.

TechShare staff will collaborate with DuPage County to ensure ample amount of resources are equipped as trainers to participate in training execution. A joint team of trainers comprised of both TechShare and DuPage County resources will collaborate on the execution of training as required for production deployment and in accordance with specifics defined in the training plan.

After Go-Live, and as part of support activities, TechShare staff will deliver updated core training materials as features are added or changed that DuPage County can incorporate into the role-based training materials created during the Implementation project.

During on-site training periods, TechShare will provide up to 5 full-time employees for up to five (5) days, not to exceed 8 hours per day, over each of the two 4-week training periods to support training for the implementation of TechShare.Prosecutor and the LEA and Defense Portals in DuPage County.
### Training Resources and Responsibilities:

<table>
<thead>
<tr>
<th>Resource</th>
<th>Source</th>
<th>Description</th>
</tr>
</thead>
</table>
| Project Manager           | TechShare    | - Schedules and manages training sessions related to implementation.  
|                           |              | - Ensures training deliverables are met on time.  
|                           |              | - Manages Go-Live training schedule.  
|                           |              | - Ensures training meets TechShare’s training standards.  
| Trainer                   | TechShare    | - Uses course outline to compile core content into custom training material.  
|                           |              | - Adds county-specific information to training materials as needed.  
| Content Creator           | TechShare    | - Creates core content based on system functionality.  
|                           |              | - Modifies core content for implementation to fit DuPage County’s specific training needs.  
|                           |              | - Creates supplemental training material to support overall training plan.  
| County Training Administrator | DuPage County | - Collaborates with the TechShare Training Manager to ensure DuPage County training needs are met.  
|                           |              | - Determines DuPage County Resources that will help with the training effort including Train the Trainer.  
|                           |              | - Works with DuPage County Managers to ensure that staff are scheduled and attend training classes.  
| County Trainers           | DuPage County | - Works with TechShare to conduct training per the training plan.  
|                           |              | - This may include training assistance and/or leading class.  
|                           |              | - Help with small group training and refreshment training.  
|                           |              | - Conduct on-going training for DuPage County users after the implementation project.  
| County Power Users        | DuPage County | - Users with advanced proficiency in application (results of project training activities).  
|                           |              | - Power users typically exist in each distinct business unit, assist with end user training, and provide additional support specific to business unit job functions.  
|                           |              | - At least one power user for a given role defined at a job location.  
|                           |              | - Power users also assist with onboarding new resources in post-production.  

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The task and activities table, below, provides examples of the detailed tasks that will be considered as part of the Implementation Plan for Training:

<table>
<thead>
<tr>
<th>Training Task Name</th>
<th>Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>The agency's subject matter experts and in-house help desk personnel will be trained at each step of the implementation. The in-house Help Desk personnel must be ready to provide help during the roll-out and help train new personnel</td>
<td>DuPage County</td>
</tr>
<tr>
<td>The agency's train-the-trainers will take charge after the configuration is completed. (The have to train the users on the configured system.)</td>
<td>DuPage County/TechShare</td>
</tr>
<tr>
<td>Provide basic user documentation- Log-In</td>
<td>TechShare</td>
</tr>
<tr>
<td>Navigation</td>
<td>TechShare</td>
</tr>
<tr>
<td>Directory</td>
<td>TechShare</td>
</tr>
<tr>
<td>Contact Groups</td>
<td>TechShare</td>
</tr>
<tr>
<td>Calendar and scheduling events</td>
<td>TechShare</td>
</tr>
<tr>
<td>Case views</td>
<td>TechShare</td>
</tr>
<tr>
<td>Case initiation</td>
<td>TechShare</td>
</tr>
<tr>
<td>Notes Library and Case Notes</td>
<td>TechShare</td>
</tr>
<tr>
<td>Docket, Minutes and disposing changes</td>
<td>TechShare</td>
</tr>
<tr>
<td>Checklists</td>
<td>TechShare</td>
</tr>
<tr>
<td>Workflow and time standards</td>
<td>TechShare</td>
</tr>
<tr>
<td>Digital MultiMedia Evidence Management</td>
<td>TechShare</td>
</tr>
<tr>
<td>Law Enforcement Portal</td>
<td>TechShare</td>
</tr>
<tr>
<td>Defense Portal</td>
<td>TechShare</td>
</tr>
<tr>
<td>Prepare for end-user training</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Create course curriculum for each role using the configured screens and workflows. Typically, this includes a basic user training course that covers the subjects listed as documents above and a specific business area course</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Prepare the training schedule, arrange for the facilities and notify the end users</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Train the users</td>
<td>DuPage County/TechShare</td>
</tr>
</tbody>
</table>
Understandings

- Cost estimates do not include local technical infrastructure, server or computer costs. DuPage County is expected to supply the appropriate equipment and networking capabilities as documented above as part of the agreement.

- Memorandums of Understandings (MOU’s) will be utilized to help define and understand the type and exchange of information between county and other stakeholders, such as local law enforcement agencies. Samples will be provided for DuPage County’s handling.

- The SAO is responsible for the quality of the data being provided by the external systems (e.g., LEA RMS, Court Case Management System).

- SAO resources will be available as per the implementation plan. A description of the suggested roles and responsibilities of the SAO resources is shown in Exhibit F, below.

- The SAO will provide office space and meeting room facilities and network connectivity, including Internet access, to the project team as needed.

- A change control process established during project initiation will manage additions or changes to the project scope. Any change control requests that can be completed without increasing the overall cost of the implementation agreement can be approved by the SAO executive designated by the SAO and the TechShare Program Director. Any change control requests that will increase the overall cost of the implementation must be incorporated into the agreement as an amendment to the cost (fees) and statement of work (Exhibit C).

- The change control process also applies to software enhancements identified during implementation. Enhancements are defined as improvements to the software or additions to the functionality of the software that are not already identified in this agreement. This does not include improvements and/or additional in functionality that are provided by TechShare as part of the overall maintenance and operations program in quarterly software releases that are managed by the participating counties.

- The change control process also applies when onboarding additional departments to the application other than those specified in Exhibit G, below.
### Functional Capabilities (Basic)

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Add Charging Language</td>
</tr>
<tr>
<td>2</td>
<td>Add Defense Portal Participants</td>
</tr>
<tr>
<td>3</td>
<td>Automatically generates of notices, correspondences, letters, etc.</td>
</tr>
<tr>
<td>4</td>
<td>Built In Ad-Hoc Reporting</td>
</tr>
<tr>
<td>5</td>
<td>Can inquire on officer name to obtain their badge #</td>
</tr>
<tr>
<td>6</td>
<td>Complete Submission Packet Checklist</td>
</tr>
<tr>
<td>7</td>
<td>Court filing via efiling (i2File or Tyler) and direct filing in court. The creation of documents and immediate filing with DUCS.</td>
</tr>
<tr>
<td>8</td>
<td>Create / Submit Incidents</td>
</tr>
<tr>
<td>9</td>
<td>Create Grand Jury Subpoena Requests</td>
</tr>
<tr>
<td>10</td>
<td>Create Virtual Filing Cabinets / Dynamic Views</td>
</tr>
<tr>
<td>11</td>
<td>Create Work Product Notes</td>
</tr>
<tr>
<td>12</td>
<td>Custom Report Development - by TS</td>
</tr>
<tr>
<td>13</td>
<td>Customer Report Development tools for SAO</td>
</tr>
<tr>
<td>14</td>
<td>Digital Media Management</td>
</tr>
<tr>
<td>15</td>
<td>Discovery / Disclosure - Facilitate the entire process for both felony and misdemeanor cases.</td>
</tr>
<tr>
<td>16</td>
<td>Display Court Settings</td>
</tr>
<tr>
<td>17</td>
<td>Document Generation and interface between TS and DUCS</td>
</tr>
<tr>
<td>18</td>
<td>Electronic Filing with Court - Both direct file and efile Create documents and file directly with DUCS. Also, the metadata within the document (ex. Capture filing attorney, scheduling, etc.)</td>
</tr>
<tr>
<td>19</td>
<td>Enhanced Searching Capability</td>
</tr>
<tr>
<td>20</td>
<td>Essential Case Management including case creation, case updates, defendant and all related parties and entities, court information, scheduling, dispositions and associated activities (ex. Case impounded, expunged, sealed, appeals, etc.)</td>
</tr>
<tr>
<td>21</td>
<td>Export Contact List</td>
</tr>
<tr>
<td>22</td>
<td>Facilitate case assignments</td>
</tr>
<tr>
<td>23</td>
<td>Felony Screening - Manage felony screening - including approval and capture of charge information</td>
</tr>
<tr>
<td>24</td>
<td>Generate Ad-Hoc Reports</td>
</tr>
<tr>
<td>25</td>
<td>Generate and Track Emails Within the Application</td>
</tr>
<tr>
<td>Functional Capabilities (Basic)</td>
<td></td>
</tr>
<tr>
<td>---------------------------------</td>
<td></td>
</tr>
<tr>
<td>26 Generates documents: victim rights, trial, grand jury notices, subpoenas, case status sheet and disposition letters</td>
<td></td>
</tr>
<tr>
<td>27 Generates lists for work to be done (run LEADS, VR, Abstracts)</td>
<td></td>
</tr>
<tr>
<td>28 Grant Reporting / Data is available for Children’s Center Grant Reports - and the custom generation of reports for all grants.</td>
<td></td>
</tr>
<tr>
<td>29 Identify Be on the Lookout Lists</td>
<td></td>
</tr>
<tr>
<td>30 Imaging - automated import case data and scanned images for open and closed cases.</td>
<td></td>
</tr>
<tr>
<td>31 Import Incident and Defendants</td>
<td></td>
</tr>
<tr>
<td>32 Import Incidents (Integration)</td>
<td></td>
</tr>
<tr>
<td>33 Incorporate (replace) current standalone systems within TSP including Appeals, Grants, Felony Screening, Article 36, Forfeiture, Restitution, Juvenile and Victim / Witness. When available Civil and Child Support.</td>
<td></td>
</tr>
<tr>
<td>34 Interface and Data Exchange Functional Requirements</td>
<td></td>
</tr>
<tr>
<td>35 Link / Relate Cases</td>
<td></td>
</tr>
<tr>
<td>36 Link to DUCS images</td>
<td></td>
</tr>
<tr>
<td>37 Maintain Personal and Case Calendar</td>
<td></td>
</tr>
<tr>
<td>38 Manage Calendars</td>
<td></td>
</tr>
<tr>
<td>39 Manage Digital Multimedia Evidence (DME)</td>
<td></td>
</tr>
<tr>
<td>40 Manage Evidence Requests</td>
<td></td>
</tr>
<tr>
<td>41 Manage felony screening - including approval and capture of charge information</td>
<td></td>
</tr>
<tr>
<td>42 Manage Pleas</td>
<td></td>
</tr>
<tr>
<td>43 Manage Programs</td>
<td></td>
</tr>
<tr>
<td>44 Pack and Go (i.e., download case information and evidence locally)</td>
<td></td>
</tr>
<tr>
<td>45 Print Labels and Separator Sheets</td>
<td></td>
</tr>
<tr>
<td>46 Print the entire case</td>
<td></td>
</tr>
<tr>
<td>47 Provide 24 / 7 Support</td>
<td></td>
</tr>
<tr>
<td>48 Provide Complete Audit Trail</td>
<td></td>
</tr>
<tr>
<td>49 Provide complete maintenance of the servers, data transfers and software.</td>
<td></td>
</tr>
<tr>
<td>50 Provides Complete Audit Trail</td>
<td></td>
</tr>
<tr>
<td>51 Receive Email Notifications</td>
<td></td>
</tr>
<tr>
<td>52 Receive in Application Notifications / Alerts</td>
<td></td>
</tr>
<tr>
<td>53 Record Grand Jury Results</td>
<td></td>
</tr>
<tr>
<td>54 Request Evidence Electronically (i.e., from Law Enforcement / Lab Agencies)</td>
<td></td>
</tr>
<tr>
<td>Functional Capabilities (Basic)</td>
<td></td>
</tr>
<tr>
<td>---------------------------------</td>
<td></td>
</tr>
<tr>
<td>55 Request Evidence Electronically (i.e., from Law Enforcement / Lab Agencies)</td>
<td></td>
</tr>
<tr>
<td>56 Requests, stores and prints documents police reports</td>
<td></td>
</tr>
<tr>
<td>57 SAO and DuPage County Configurable Documents</td>
<td></td>
</tr>
<tr>
<td>58 Schedule Grand Jury Sessions</td>
<td></td>
</tr>
<tr>
<td>59 Sharing of case information between Law Enforcement, Court, Circuit Clerk, Prosecution and Defense (as determined by ASA).</td>
<td></td>
</tr>
<tr>
<td>60 Storage - On demand and archiving DME file to a tiered cloud based storage system.</td>
<td></td>
</tr>
<tr>
<td>61 Storage - No file size limit. Capable of uploading, managing and sharing all file types, regardless of file size. For example, Cellebrite (phone dumps)</td>
<td></td>
</tr>
<tr>
<td>62 Task Management</td>
<td></td>
</tr>
<tr>
<td>63 Victim / Witness Management</td>
<td></td>
</tr>
<tr>
<td>64 Victim of Crimes Act (VOCA) Reporting</td>
<td></td>
</tr>
<tr>
<td>65 View / Download DME and Discovery</td>
<td></td>
</tr>
<tr>
<td>66 View Case / Charge Status</td>
<td></td>
</tr>
<tr>
<td>67 View Case Lists / Details</td>
<td></td>
</tr>
<tr>
<td>68 View Cases Eligible for Deferred Prosecution</td>
<td></td>
</tr>
<tr>
<td>69 View Discovery Notes</td>
<td></td>
</tr>
<tr>
<td>70 View Incident / Case / Defendant / Charge Information</td>
<td></td>
</tr>
<tr>
<td>71 View Incident / Case / Defendant / Charge Information</td>
<td></td>
</tr>
<tr>
<td>72 View My Incidents</td>
<td></td>
</tr>
<tr>
<td>73 View Plea Offers</td>
<td></td>
</tr>
<tr>
<td>74 Witness management: ASA enters witnesses, then can make notes for witnesses and can then print a witness list</td>
<td></td>
</tr>
<tr>
<td>75 Other - Please advise of other functionality provided by TS which is not already listed here.</td>
<td></td>
</tr>
<tr>
<td>Current CMS Functions</td>
<td>List Name</td>
</tr>
<tr>
<td>-----------------------</td>
<td>----------------------------</td>
</tr>
<tr>
<td></td>
<td>Additional Bond Conditions</td>
</tr>
<tr>
<td></td>
<td>All other Documents, Forms, Orders, letters and Notices required for the SAO</td>
</tr>
<tr>
<td></td>
<td>Case Status Notice</td>
</tr>
<tr>
<td></td>
<td>Interface and Data Exchange Functional Requirements</td>
</tr>
<tr>
<td></td>
<td>Case Status Notice Juvenile</td>
</tr>
<tr>
<td></td>
<td>Children's Advocate Centers FY Monthly data report</td>
</tr>
<tr>
<td></td>
<td>Children's Center Review Team Meeting</td>
</tr>
<tr>
<td></td>
<td>Cover Sheet Criminal History</td>
</tr>
<tr>
<td></td>
<td>Cover Sheet Driving Abstract</td>
</tr>
<tr>
<td></td>
<td>Cover Sheet Police Report - Defense</td>
</tr>
<tr>
<td>List Name</td>
<td>Common Name</td>
</tr>
<tr>
<td>-----------------------------------------------</td>
<td>----------------------------------</td>
</tr>
<tr>
<td>Cover Sheet Police Report - SAO</td>
<td></td>
</tr>
<tr>
<td>Criminal History Cover Sheet</td>
<td>Criminal History Cover Sheet</td>
</tr>
<tr>
<td>Criminal Subpoena Must Appear Notice</td>
<td>Criminal Subpoena</td>
</tr>
<tr>
<td>Criminal Subpoena on Call Notice</td>
<td>Criminal Subpoena</td>
</tr>
<tr>
<td>Defendant's Copy - Police Report</td>
<td>Defense police report cover sheet</td>
</tr>
<tr>
<td>DHS TITLE XX TOTALS</td>
<td>DHS TITLE XX TOTALS</td>
</tr>
<tr>
<td>Disclosure</td>
<td>Disclosure</td>
</tr>
<tr>
<td>Disposition Sheet</td>
<td>Case Disposition to Victim</td>
</tr>
<tr>
<td>List Name</td>
<td>Common Name</td>
</tr>
<tr>
<td>------------------------</td>
<td>-------------</td>
</tr>
<tr>
<td>Disposition Sheet Officer</td>
<td>Case Disposition to PO</td>
</tr>
<tr>
<td>Disposition Sheet Officer Email</td>
<td>Case Disposition to PO</td>
</tr>
<tr>
<td>Driving Abstract Cover Sheet</td>
<td>Driving Abstract Cover Sheet</td>
</tr>
<tr>
<td>Field Court Trial Notice</td>
<td>Notice of Trial</td>
</tr>
<tr>
<td>Grand Jury Subpoena</td>
<td></td>
</tr>
<tr>
<td>Misdemeanor Trial Notice</td>
<td>Notice of Trial</td>
</tr>
<tr>
<td>Notice of Trial</td>
<td>Notice of Trial - juvenile</td>
</tr>
<tr>
<td>Current CMS Functions</td>
<td>List Name</td>
</tr>
<tr>
<td>-----------------------</td>
<td>-----------</td>
</tr>
<tr>
<td></td>
<td>Notice of Trial</td>
</tr>
<tr>
<td></td>
<td>State’s Attorney Copy - Police Report</td>
</tr>
<tr>
<td></td>
<td>Subpoena Duces Tecum</td>
</tr>
<tr>
<td></td>
<td>Supplemental Disclosure</td>
</tr>
<tr>
<td></td>
<td>Trial Notice Summary</td>
</tr>
<tr>
<td></td>
<td>Trial Sheet for Court Date</td>
</tr>
<tr>
<td></td>
<td>Victim Rights Notice</td>
</tr>
</tbody>
</table>

Tarrant – DuPage ILA 20181026
<table>
<thead>
<tr>
<th>List Name</th>
<th>Common Name</th>
<th>Trigger for Generation</th>
<th>Process</th>
<th>Notes / Distribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>VOCA - Victim of Crime Act Progress Report</td>
<td>VOCA Grant report for Children's Center Cases</td>
<td>Manually generated by ASA or Secretary</td>
<td>Used for grant reporting</td>
<td></td>
</tr>
<tr>
<td>Witness List</td>
<td>Witness List</td>
<td>Witness info entered CMS</td>
<td>Auto print in batch</td>
<td>printed in case and used by records for cross reference</td>
</tr>
</tbody>
</table>

Note: During implementation, DuPage County and TechShare will collaborate on the most effective ways to meet the requirements needed to retire the legacy CMS. The triggers, processes and notes described above will be updated through a no cost change request to record the methods and means by which TechShare will address the requirements.
Permissions

Administration
Add DME Upload Type
Add Evidence Request Configurations
Add Lab Roles
Add Lab Users
Add LEA Roles
Add LEA Users
Add NCIC Codes
Add Printer
Add Roles
Add Submission Checklist Items - Only one list is maintained over all
organizations if multiple organizations exist.
Add Task Groups
Add Task Type
Add User
Add Victim Classification Category
Add Victim Classification Type
Add/Edit Bail Bond Company
Add/Edit Charging Language Paragraph Enhancements
Add/Edit Charging Language Paragraph Templates
Add/Edit Common Witness Disposition
Add/Edit Common Witnesses
Add/Edit Court Setting Types
Add/Edit Defense Attorney
Add/Edit Document Templates
Add/Edit Dynamic Views
Add/Edit Intake Groups
Add/Edit Probation Term Types
Add/Edit Program
Add/Edit Program Decision
Add/Edit Program Disposition
Add/Edit Program Reason
Add/Edit Program Types
Add/Edit Prosecution Units
Add/Edit Punishment Range Types
Add/Edit Special Finding Types
Add/Edit Tokens
Add/Edit Work Product Note Types
Add/Edit Workflow
Admin - Update Case Grand Jury - Updating a case’s grand jury
information will not send any integration messages. Only Admins
should have access.
Assign User Role
Administration (continued)
Bulk Export Charging Language Template
Bulk Export NCIC Codes
Bulk Import Charging Language Template
Bulk Import NCIC Codes
Case Number Settings
Create/Delete Case Tags
Delete Charging Language Template
Delete Document Templates
Delete Lab Roles
Delete LEA Roles
Delete Roles
Delete Task Groups
Delete Tokens
Delete User
Delete Work Product Notes (All) - Delete all work product notes (not just ones the user has authored).
Edit Agency
Edit DME Upload Type
Edit Evidence Request Configurations
Edit Grand Jury Docket Columns
Edit Lab Roles
Edit Lab User
Edit Lab User Password
Edit LEA Roles
Edit LEA User
Edit LEA User Password
Edit My Profile
Edit NCIC Codes
Edit Organization Configuration
Edit Printer
Edit Roles
Edit Task Groups
Edit Task Type
Edit User
Edit Victim Classification Category
Edit Victim Classification Type
Edit Work Product Notes (All) - Edit all work product notes (not just ones the user has authored).
For Developers Only - Request Incident Using XML Response
Outbound Integration Configuration
Test Send Email
View Agencies
Administration (continued)

View All Restricted - Admin only. Can view any restricted case.
View Bail Bond Company
View Charging Language Template
View DME Upload Type
View Document Templates
View Evidence Request Configurations
View Intake Groups
View Lab Roles
View Lab Users
View LEA Roles
View LEA Users
View NCIC Codes
View Printers
View Private Cases - Access to cases marked private. User still must be a part of the prosecution unit or intake group assigned to the case in order to view the case.
View Probation Term Types
View Program
View Program Decision
View Program Disposition
View Program Disposition Reason
View Program Types
View Prosecution Units
View Roles
View Special Finding Types
View Submission Checklist Items - Only one list is maintained over all organizations if multiple organizations exist.
View Task Groups
View Task Type
View Tokens
View Users
View Victim Classification Category
View Victim Classification Type
Case
Add Case Calendar Event - Add calendar events from the calendar on the view case page.
Add Case Lookups
Add Deferred Prosecution Eligibility
Add External Link Cases
Add Tags to Case
Add/Edit Be On the Lookout (BOLO) List
Add/Edit Brady Officers - User has permission to add/edit Brady Officers.
Add/Edit Case Program
Add/Edit Vehicle
Add/Edit Case Pin
Agree to Reset
Assign Justice User - Assign justice users as participants on a case
Auto assign prosecutor on court update (excludes court assignment message which will always auto assign)
Change User - When windows authentication is not selected, allows the user to change the current user.
Clone Case
Create Case - Generate XML of case.
Create New Defendant
Criminal Case Filing Message - Manual
Delete Be On the Lookout (BOLO) List
Delete Case - The Case can be deleted in the initial status only as defined in the workflow.
Delete Case Calendar Event - Delete calendar events from the calendar on the view case page.
Delete Case Link
Delete Case Lookups
Delete Case Pin
Delete Case Program
Delete External Case Link
Delete Vehicle
Detailed Search
Edit Case
Edit Case Number
Edit Cause Number
Edit External Case Link
Expunge Misused Identity - Edit Defendant
Expunge Misused Identity - Transfer Case to Existing Defendant Record
File Case from Action Menu - File a case from the an option on the More Action menu. This action does not transition the case to the state.
Case (continued)
Generate Pack & Go
Import Charges - Import one or multiple charges from XML and display on the quick entry page.
Import from Jail Data Varification - Display a page with bookings from jail/court
Link Cases
Moves charges from one case to another.
Not Agree to Reset
Quick Entry
Quick Search
Recent case activity tab on the home page.
Refile Case - Creates a copy of the case with a different case number and links the two cases together with a link type of Refile.
Re-Indict Case - Creates a copy of the case with a different case number and links the two cases together with a link type of Reindictment.
Remove Brady Officers - User has permission to remove Brady Officers.
Remove Deferred Prosecution Eligibility
Remove Tags from Case
Request Incident - Import incident data and display on quick entry page using an IEPD defined by County.
Resend Criminal Court Case Filing Message
Search for Defendant
Transition Case - General permission to transition a case. Individual transitions have their own permission on the Role page.
View Be On the Lookout (BOLO) List
View Brady Officers - User has permission to view Brady Officers.
View Case
View Case Actions (dynamic lookup) - Requires dynamic lookup services to be enabled and configured.
View Case Calendar - View the case calendar on the case page.
View Case Events
View Case Lookups
View Case Program
View court settings on the case page.
View Dashboard - View the dashboard and all associated tabs.
View Dynamic View - General permission to view a dynamic view. Individual dynamic view permissions are on the role.
View EFiles
View External Case Links
View Participants - View case and lea participants on the case page.
View prosing on the case page.
View Tags
View vehicles on the case page.
View Victims/Witnesses - View witnesses and victims on the case page.
Case Flags
Allow/Prevent Case Reassignment Flag
Flag asAppealed
Flag as Grand Jury Waiver
Flag as High Priority
Flag as Non-Disclosure
Flag as Private
Flag as Ready to File
Flag as Ready to Schedule
Flag as Restricted
Flag As Victim Advocate Complete
Flag As Victim Witness Coord Complete
Flag Charge For Deferral
Flag Charge For Diversion
Flag Charge for Expunction - Once a charge is flagged for expunction, it
is available to be expunged after 30 days.
Remove Appealed Flag
Remove Expunction Flag from Charge
Remove Flag For Deferral
Remove Flag For Diversion
Remove Flag for Ready to File
Remove Flag for Ready to Schedule
Remove High Priority Flag
Remove Non-Disclosure Flag
Remove Restricted Flag
Remove Waiver Flag
Charge
Accept Charge - Prosecution action
Add Charge
Add Existing Charges - Merge two cases if the cases are accepted and have the same SID.
Add/Edit Punishment Range to Charge - User has permission to add/edit punishment range to a charge.
Change Charge - Prosecution action
Clone Charge
Delete Charge - Deletes the charge and any associated properties (prosec, victims, witness disposition plea offer, etc
Edit Charge
Edit Incident Number
Edit Offense Report Number
Edit TRN/TRS
Expunge Charge - A charge can be expunged after it has been flagged for expunction for 30 days.
Reactivate Charge - Reactivate a charge that has been transferred.
Reject Charge - Prosecution action
Remove Punishment Range from Charge - User has permission to remove punishment range from a charge.
Reorder Charges - Reorder charges from the prosing section.
Return Charge - Prosecution action
Transfer Charge - Transfer a charge from one case to another. The user can select DME and work product notes to transfer.
View Charge
View Punishment Range from Charge - User has permission to view punishment range from a charge.
Charging Language
Add Charging Language Paragraph
Delete Charging Language Paragraph
Edit Charging Language Paragraph
Reorder Charging Language Paragraph
Civil Case - Protective Order
Assign Protective Order - Assigning a protective order to prosecution unit, intake group, prosecutor, intake attorney, etc. From more actions.
DME - Set All Eligible DME to Discoverable for Protective Order
DME - Set DME Discoverability for Protective Order
Emergency Protective Order - Add - User has permission to Add
Emergency Protective Orders
Emergency Protective Order - Delete - The Emergency Protective Order can be deleted.
Emergency Protective Order - Edit - User has permission to Edit
Emergency Protective Orders
Emergency Protective Order - View - User has permission to view
Emergency Protective Order
Protective Order - Add - User has permission to Add Protective Orders
Protective Order - Delete - The Protective Order can be deleted.
Protective Order - Edit - User has permission to Edit Protective Orders
Protective Order - Transition - General permission to transition a protective order. Individual transitions have their own permission on
Protective Order - View - User has permission to view Protective Order
Court Setting
Add/Edit Court Setting To Case
Delete Court Settings from Case

Defendant
Add Mugshot
Add/Edit Defendant Address
Add/Edit Defendant Alias
Add/Edit Defendant Employer
Add/Edit Scars, Marks, Tattoos & Amputations
Attach Defendant Profile - Attach defendant profile (suspect profile) to case.
Defendant Profile - View defendant profile (suspect profile).
Delete Defendant Alias
Delete Scars, Marks, Tattoos & Amputations
Edit Mugshots
View Bond Information (dynamic lookup) - Requires dynamic lookup services to be enabled and configured.
View Bookings (dynamic lookup) - Requires dynamic lookup services to be enabled and configured.
View Criminal History
View Defendant (dynamic lookup) - Requires dynamic lookup services to be enabled and configured.
View Defendant Alias
View Mugshot (dynamic lookup) - Requires dynamic lookup services to be enabled and configured. 'View Mugshot' must be turned off.
View Mugshots
View Warrants (dynamic lookup) - Requires dynamic lookup services to be enabled and configured.
DME
Add Bulk Comments to DME
Add DME
Add DME Tags to DME - User has permission to add DME tags to DME
Add Evidence Request From Task
Add Physical Evidence
Add Scanned DME
Add/Edit DME Tags - User has permission to Add/Edit DME tags
Allow Redacting
Allow Video Transcoding
Attach Redacted - Attach the redacted version of DME back to the case.
Bulk Evidence Request Update
Check In Physical Evidence Status
Check Out Physical Evidence Status
Copy DME
Create Evidence Request
Create Service Request
Delete DME
Delete DME Tags - User has permission to delete DME tags
Delete Evidence Request
Delete Physical Evidence
Delete Redacted Version
Delete Service Request
Edit DME
Edit Evidence Request
Edit Physical Evidence
Edit Service Request
EFile
Evidence.com: Attach Bulk DME to a Case
Evidence.com: Attach Individual DME to a Case
Evidence.com: Download DME
Export DME
Generate Separator Sheet
Move DME
Print Evidence Label
Reset Redaction - Resets a redaction already in progress. Reserve for admin use only.
DME (continued)
Review Redactions
Review\Edit Redactions
Send for Redaction
Send Reminder for Evidence Request
Set All Eligible DME to Discoverable
Set DME Discoverability
View DME
View Documents in Accusoft Preview Window - View Documents in Accusoft Preview Window
View Evidence Request
View Physical Evidence
View Service Request

Document Generation
Attach and Print Complaint & Info
Attach and Print Generated Document (File Services)
Attach Complaint & Info
Attach Document (from Accusoft Preview) - Generate and attach documents straight to a case.
Attach Generated Document (File Services)
Finalize Grand Jury Attach Documents
Finalize Grand Jury Print Documents
Generate Bulk Filing Documents - A dynamic view bulk action that generates a zip file with the Information And Complaint document and attached PC Affidavit and Arrest Warrant DME.
Generate Case Documents
Generate Editable Case Documents
Generate Grand Jury Results Document
Generate Grand Jury Summary Packet
Print Generated Document (File Services)
Download
Export Charging Language To PDF
Export Defense Attorney Contact List
Export LEA Users Contact List
Export NCIC Codes To PDF
File Configuration
Add File IO Configuration
Delete File IO Configuration
Edit File IO Configuration
View File IO Configuration
Grand Jury
Add Grand Jury Term
Archive Grand Jury - Removes a grand jury from the admin list.
Validates no future sessions exist.
Delete Grand Jury Session
Finalize Grand Jury Results
Generate Grand Jury Subpoena
Record Grand Jury Decisions
Schedule Grand Jury Session - All actions that involve the scheduling of cases on a grand jury session.
View All Grand Jury Terms
View Completed Grand Jury Sessions
View Docket
View docket with cases arranged vertically
View Grand Jury Docket
View Grand Jury Subpoena Request

Manual ER3 (electronic arrest reporting to State)
Accept
Change Charge
Dropped by Arresting Agency
No Bill
Pending Pretrial Diversion / Deferred Prosecution
Pre-trial Diversion
Prosecution Action Undefined
Reduced To Class C
Reject Without Pre-trial Diversion
Rejected Due to Successful Pre-trial Diversion
Return To Law
Taken Into Consideration
Withdrawn by Complaint
Participant
Add Victim
Add Victim Address
Add Victim Email
Add Victim Emergency Contact
Add Victim Phone
Add Witness
Add Witness Address
Add Witness Email
Add Witness Emergency Contact
Add Witness Phone
Assign Case - Assigning a case to prosecution unit, intake group, prosecutor, intake attorney, etc. From more actions.
Assign Case to Me - Assigns the intake attorney to the current user.
Assign Grand Jury Attorney
Assign Prosecution Unit
Convert Victim
Convert Witness
Delete Victim
Delete Victim Address
Delete Victim Email
Delete Victim Emergency Contact
Delete Victim Phone
Delete Witness
Delete Witness Address
Delete Witness Email
Delete Witness Emergency Contact
Delete Witness Phone
Edit Victim
Edit Victim Address
Edit Victim Email
Edit Victim Emergency Contact
Edit Victim Phone
Edit Witness
Edit Witness Address
Edit Witness Email
Edit Witness Emergency Contact
Participant (continued)
Edit Witness Phone
Keep Victim\Witness Information Unmasked
Reassign Prosecution Unit
View Defense Attorney
View Prosecution Unit Assignment
View Prosecutor Calendar - Calendar icon in the top right of header.
View Victim
View Witness

Plea
Add Plea Offer
Delete Plea Offer
Edit Plea Offer
Extend Plea Offer
Mark as Agreed Plea
Mark as Open Plea
Undo Mark as Agreed Plea
Undo Mark as Open Plea
Undo Withdraw Plea Offer
View Plea Offers
Withdraw Plea Offer

Prosecutor API
Add/Edit API Users - User has permission to add/edit API users
Add/Edit Prosecutor API Roles
Create Prosecutor API Secret
Delete API Users - User has permission to delete API users
Delete Prosecutor API Roles
Reset Prosecutor API Secret
View API Users - User has permission to view API users
View Prosecutor API Roles

Reports
View Reports
Task
Add Task
Bulk Update Status (Dynamic View)
Delete Task
Edit Task
Restrict Task Type Dropdown - Users cannot type in their own task type.
Send Task Reminder
View Task

Work Product Notes
Add Work Product Notes
Copy Work Product Notes - Copy Work Product Notes to a different case
Delete Work Product Notes (Author Only) - Only the author can delete a work product note.
Edit Work Product Notes (Author Only) - Only the author can edit a work product note.
Send Email Notifications with Add/Edit - Emails sent from and CCs the person adding/editing the note.
View Work Product Notes
Dynamic Views: Bulk Actions

Assign Case
Generate Documents
Workflow File Cases
Generate Documents for Filing
File Cases
Flag as High Priority
Set Court Setting
Add Task
Add Work Product Note
View Selected
Generate Subpoena Documents
Evidence Request Reminder
Add Evidence Request to Charge
Update Task Status
Add Case Tag
Remove Case Tag
Add Evidence Request To Task
Update Evidence Request Status
Flag as Victim/Witness Coordinator Complete
Assign Protective Order
Agree To Reset
Not Agree To Reset

Dynamic Views: Columns

Tag Number
Arresting Agency
Court Setting Hearing Result
Case Type
Applicant
Respondent
Physical Evidence Type
Physical Evidence Description
Physical Evidence Status
Physical Evidence Checked Out To
Physical Evidence Type Link
### Dynamic Views: Filters

- Evidence Request Status
- Evidence Request Created By
- Evidence Request From Date
- Evidence Request To Date
- Task Status
- Task Assigned To
- Task Created By
- Task Type
- Grand Jury Attorney
- Evidence Request Type
- TRN
- Offense Date From
- Offense Date To
- Program Name
- Victim/Witness Agency
- Task Due Date From
- Task Due Date To
- Jurisdiction
- Tag Number
- Case Type
EXHIBIT E
FORMS AND TOKENS

TechShare will map data variables to the database and create templates for each document and form required by the SAO. TechShare will train SAO staff to maintain and modify templates for document creation.

<table>
<thead>
<tr>
<th>Item #</th>
<th>Orders and Other Documents</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Forms, Documents and Notices associated with each area</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Affidavits</td>
</tr>
<tr>
<td>2</td>
<td>Agreed Order</td>
</tr>
<tr>
<td>3</td>
<td>Appeals</td>
</tr>
<tr>
<td>4</td>
<td>Article 36 Seizures</td>
</tr>
<tr>
<td>5</td>
<td>Certified Copy Request</td>
</tr>
<tr>
<td>6</td>
<td>Children’s’ Center and Investigations</td>
</tr>
<tr>
<td>7</td>
<td>Civil / Child Support</td>
</tr>
<tr>
<td>8</td>
<td>Complaints</td>
</tr>
<tr>
<td>9</td>
<td>Criminal Subpoena</td>
</tr>
<tr>
<td>10</td>
<td>Death and Birth Certificate Request</td>
</tr>
<tr>
<td>11</td>
<td>Declaration of Forfeiture</td>
</tr>
<tr>
<td>12</td>
<td>Disclosure</td>
</tr>
<tr>
<td>13</td>
<td>Diversion</td>
</tr>
<tr>
<td>14</td>
<td>Felony Prosecutions</td>
</tr>
<tr>
<td>15</td>
<td>FOID Request</td>
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<tr>
<td>16</td>
<td>Forfeitures</td>
</tr>
<tr>
<td>17</td>
<td>Gangs</td>
</tr>
<tr>
<td>18</td>
<td>Grand Jury</td>
</tr>
<tr>
<td>19</td>
<td>Grand Jury Notices</td>
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<tr>
<td>20</td>
<td>Grants</td>
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<td>Imaging</td>
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<td>22</td>
<td>Indictments</td>
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<td>23</td>
<td>Information</td>
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<td>24</td>
<td>Juvenile</td>
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<tr>
<td>25</td>
<td>Letters and Memorandum</td>
</tr>
<tr>
<td>26</td>
<td>Loss Prevention Report Request</td>
</tr>
<tr>
<td>27</td>
<td>Micap / Drug Court</td>
</tr>
<tr>
<td>28</td>
<td>Misdemeanor Prosecutions</td>
</tr>
<tr>
<td>29</td>
<td>Narcotics</td>
</tr>
<tr>
<td>30</td>
<td>Notice of Hearing</td>
</tr>
<tr>
<td>31</td>
<td>Notice of Pending Forfeiture</td>
</tr>
<tr>
<td>Item #</td>
<td>Orders and Other Documents</td>
</tr>
<tr>
<td>-------</td>
<td>---------------------------</td>
</tr>
<tr>
<td></td>
<td>All Forms, Documents and Notices associated with each area</td>
</tr>
<tr>
<td>32</td>
<td>Notice of Petition for Preliminary Review</td>
</tr>
<tr>
<td>33</td>
<td>Notice of Trial</td>
</tr>
<tr>
<td>34</td>
<td>Notices</td>
</tr>
<tr>
<td>35</td>
<td>Other documents and forms</td>
</tr>
<tr>
<td>36</td>
<td>Penitentiary Letter</td>
</tr>
<tr>
<td>37</td>
<td>Public Integrity / Financial Crimes</td>
</tr>
<tr>
<td>38</td>
<td>Records and Support</td>
</tr>
<tr>
<td>39</td>
<td>Restitution</td>
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<tr>
<td>40</td>
<td>Restitution Letter</td>
</tr>
<tr>
<td>41</td>
<td>Sexual Violence</td>
</tr>
<tr>
<td>42</td>
<td>State's Petition for Preliminary Review</td>
</tr>
<tr>
<td>43</td>
<td>Subpoenas - All Types</td>
</tr>
<tr>
<td>44</td>
<td>Supplemental Disclosure</td>
</tr>
<tr>
<td>45</td>
<td>Verified Complaint</td>
</tr>
<tr>
<td>46</td>
<td>Victim Services</td>
</tr>
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<td>47</td>
<td>Writ</td>
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</table>
**Tokens**

The following data fields are available as “tokens” for the purpose of generating documents.

<table>
<thead>
<tr>
<th>Token</th>
<th>Description</th>
<th>Token Type</th>
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<tbody>
<tr>
<td>City</td>
<td>Defendant City</td>
<td>Text</td>
</tr>
<tr>
<td>State</td>
<td>Defendant state</td>
<td>Text</td>
</tr>
<tr>
<td>PostalCode</td>
<td>Defendant Postal Code/Zip</td>
<td>Text</td>
</tr>
<tr>
<td>Phone</td>
<td>Defendant Primary Phone Number</td>
<td>Text</td>
</tr>
<tr>
<td>CustodyStatus</td>
<td>Defendant Custody Status</td>
<td>Text</td>
</tr>
<tr>
<td>VictimWitnessInvolvementType</td>
<td>Is selected victim or witness</td>
<td>Text</td>
</tr>
<tr>
<td>WitnessName</td>
<td>Witness full name. FORMAT: first middle(if it exists) last</td>
<td>Text</td>
</tr>
<tr>
<td>WitnessAgencyShortName</td>
<td>Selected witness agency short name</td>
<td>Text</td>
</tr>
<tr>
<td>WitnessHandServe</td>
<td>For selected witness display 'Hand Serve' if selected.</td>
<td>Text</td>
</tr>
<tr>
<td>WitnessPrimaryPhone</td>
<td>Selected witness's primary phone number</td>
<td>Text</td>
</tr>
<tr>
<td>WitnessPrimaryEmail</td>
<td>Selected witness's primary email address</td>
<td>Text</td>
</tr>
<tr>
<td>WitnessPrimaryStreet</td>
<td>Selected witness's primary street address</td>
<td>Text</td>
</tr>
<tr>
<td>WitnessPrimaryCity</td>
<td>Selected witness's primary city address</td>
<td>Text</td>
</tr>
<tr>
<td>WitnessPrimaryState</td>
<td>Selected witness's primary state address</td>
<td>Text</td>
</tr>
<tr>
<td>WitnessPrimaryPostalCode</td>
<td>Selected witness's primary postal code address</td>
<td>Text</td>
</tr>
<tr>
<td>WitnessLicenseState</td>
<td>Selected witness's primary license state</td>
<td>Text</td>
</tr>
<tr>
<td>WitnessLicenseNumber</td>
<td>Selected witness's primary license number</td>
<td>Text</td>
</tr>
<tr>
<td>WitnessBadgeNumber</td>
<td>Witness's Badge Number of a selected witness of the case</td>
<td>Text</td>
</tr>
<tr>
<td>VictimBadgeNumber</td>
<td>Victim's Badge Number of a selected witness of the case</td>
<td>Text</td>
</tr>
<tr>
<td>WitnessEmergencyContactFirstName</td>
<td>Witness emergency contact's first name of a selected witness of the case</td>
<td>Text</td>
</tr>
<tr>
<td>WitnessEmergencyContactLastName</td>
<td>Witness emergency contact's last name of a selected witness of the case</td>
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</tr>
<tr>
<td>WitnessEmergencyContactFullName</td>
<td>Witness emergency contact's full name of a selected witness of the case</td>
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</tr>
<tr>
<td>WitnessEmergencyContactStreetName</td>
<td>Witness emergency contact's street address of a selected witness of the case</td>
<td>Text</td>
</tr>
<tr>
<td>WitnessSubpoenaNotes</td>
<td>Witness subpoena notes of selected witness of the case or the primary witness of the primary charge</td>
<td>Text</td>
</tr>
<tr>
<td>WitnessEmergencyContactCity</td>
<td>Witness emergency contact's address city of a selected witness of the case</td>
<td>Text</td>
</tr>
<tr>
<td>WitnessEmergencyContactState</td>
<td>Witness emergency contact's address state of a selected witness of the case</td>
<td>Text</td>
</tr>
<tr>
<td>WitnessEmergencyContactPostalCode</td>
<td>Witness emergency contact's address postal code/zip of a selected witness of the case</td>
<td>Text</td>
</tr>
<tr>
<td>WitnessEmergencyContactPhoneNumber</td>
<td>Witness emergency contact's phone number of a selected witness of the case</td>
<td>Text</td>
</tr>
<tr>
<td>Token</td>
<td>Description</td>
<td>Token Type</td>
</tr>
<tr>
<td>------------------------------</td>
<td>-----------------------------------------------------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>ADAName</td>
<td>ADA name. FORMAT: first last</td>
<td>Text</td>
</tr>
<tr>
<td>Suffix</td>
<td>Defendant suffix</td>
<td>Text</td>
</tr>
<tr>
<td>FirstName</td>
<td>Defendant first name</td>
<td>Text</td>
</tr>
<tr>
<td>LastName</td>
<td>Defendant last name</td>
<td>Text</td>
</tr>
<tr>
<td>MiddleName</td>
<td>Defendant middle name. If the user has not entered a value, will display blank value.</td>
<td>Text</td>
</tr>
<tr>
<td>OffenseDate</td>
<td>Primary charge: offense date</td>
<td>Text</td>
</tr>
<tr>
<td>OffenseArrestingOfficer</td>
<td>Primary charge: arresting officer</td>
<td>Text</td>
</tr>
<tr>
<td>OffenseReportNo</td>
<td>Primary charge: offense report number</td>
<td>Text</td>
</tr>
<tr>
<td>OffenseBeginDate</td>
<td>Primary charge: offense begin date</td>
<td>Text</td>
</tr>
<tr>
<td>OffenseLegalDateWithSurroundingText</td>
<td>Primary charge or selected: Full offense legal date with surrounding text for single day or multiple day offense.</td>
<td>Text</td>
</tr>
<tr>
<td>OffenseLegalDateWithSurroundingTextCaps</td>
<td>Primary charge or selected: Full offense legal date with surrounding text for single day or multiple day offense in all CAPS.</td>
<td>Text</td>
</tr>
<tr>
<td>OffenseLegalDateCaps</td>
<td>Primary charge or selected: Full offense legal date WITHOUT surrounding text for single day or multiple day offense in all CAPS.</td>
<td>Text</td>
</tr>
<tr>
<td>OffenseLegalDateCapsTarrant</td>
<td>Primary charge or selected: Full offense legal date WITHOUT surrounding text for single day or multiple day offense in all CAPS. This version is formatted specifically for Tarrant County</td>
<td>Text</td>
</tr>
<tr>
<td>OffenseLegalDate</td>
<td>Primary or selected charge: offense begin date in legal format (if one was added)</td>
<td>Text</td>
</tr>
<tr>
<td>FullMonthOffenseDate</td>
<td>Primary or selected charge: offense date with the full month (if one was added). (Ex. July 19, 2005)</td>
<td>Text</td>
</tr>
<tr>
<td>OffenseDescription</td>
<td>Primary or selected charge: offense description EXAMPLE: 'SALE TO MINORS - ALCOHOL'</td>
<td>Text</td>
</tr>
<tr>
<td>OffenseFormalDescription</td>
<td>Primary or selected charge: offense formal description EXAMPLE: 'Possession of Controlled Substance less than one gram, Penalty Group 1'</td>
<td>Text</td>
</tr>
<tr>
<td>LevelDegree</td>
<td>Primary or selected charge: offense description Text</td>
<td>Text</td>
</tr>
<tr>
<td>LevelDegreeLong</td>
<td>Primary or selected charge: level and degree description long format. (Example: Class A Misdemeanor, First Degree Felony)</td>
<td>Text</td>
</tr>
<tr>
<td>TRN</td>
<td>Primary or selected charge: TRN</td>
<td>Text</td>
</tr>
<tr>
<td>TRS</td>
<td>Primary or selected charge: TRS</td>
<td>Text</td>
</tr>
<tr>
<td>Cite</td>
<td>Primary or selected charge: offense cite</td>
<td>Text</td>
</tr>
<tr>
<td>Statute</td>
<td>Primary or selected charge: offense statute</td>
<td>Text</td>
</tr>
<tr>
<td>OffenseCode</td>
<td>Primary or selected charge: offense code</td>
<td>Text</td>
</tr>
<tr>
<td>Goc</td>
<td>Primary or selected charge: offense GOC. If the user has not entered a value, will display '-'</td>
<td>Text</td>
</tr>
<tr>
<td>ChargeCountNumber</td>
<td>Primary or selected charge's count number</td>
<td>Text</td>
</tr>
<tr>
<td>CurrentDate</td>
<td>Date of the current date (dd/mm/yyyy).</td>
<td>Text</td>
</tr>
<tr>
<td>CurrentLegalDate</td>
<td>Date of the current date in legal format.</td>
<td>Text</td>
</tr>
<tr>
<td>GrandJuryTermYear</td>
<td>Grand Jury term year</td>
<td>Text</td>
</tr>
<tr>
<td>Token</td>
<td>Description</td>
<td>Token Type</td>
</tr>
<tr>
<td>------------------------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>GrandJuryTerm</td>
<td>Formatted grand jury term name for the grand jury that is assigned to the session this case is assigned to. FORMAT: [name of grand jury] - [court agency short name (if one exists, otherwise use the full name)] - [term] - [year Term]</td>
<td>Text</td>
</tr>
<tr>
<td>GrandJuryCourtName</td>
<td>Grand jury court agency name for the grand jury that is assigned to the session this case is assigned to</td>
<td>Text</td>
</tr>
<tr>
<td>GrandJuryCourtShortName</td>
<td>Grand jury court agency short name for the grand jury that is assigned to the session this case is assigned to</td>
<td>Text</td>
</tr>
<tr>
<td>GrandJuryName</td>
<td>Grand jury name for a selected grand jury or default to the grand jury that is assigned to the session this case is assigned to.</td>
<td>Text</td>
</tr>
<tr>
<td>GrandJurySessionNumber</td>
<td>The grand jury session number for this case</td>
<td>Text</td>
</tr>
<tr>
<td>GrandJurySessionAndSequenceNumbers</td>
<td>The grand jury session and sequence numbers and for this case. FORMAT: [SessionNumber] - [SequentialNumber]</td>
<td>Text</td>
</tr>
<tr>
<td>NoBillList</td>
<td>List of cases from GJ that had a no bill</td>
<td>Bookmark</td>
</tr>
<tr>
<td>NoBillLetterLine</td>
<td>FORMAT: Defendant FullName, Offense Description Offense Date Filing Agency Or/Agency Name for this case.</td>
<td>Bookmark</td>
</tr>
<tr>
<td>GrandJuryWitness</td>
<td>The Grand Jury witness name. [First Name] [Last Name]. If the user has not entered a value, will display 'None'</td>
<td>Text</td>
</tr>
<tr>
<td>PleaOfferSelectionSummary</td>
<td>For the selected plea offer, list each count and the summary of its offer.</td>
<td>Bookmark</td>
</tr>
<tr>
<td>AgreedPleaOfferSummary</td>
<td>For the agreed plea, list each count and the summary of its offer.</td>
<td>Bookmark</td>
</tr>
<tr>
<td>AgreedPleaOfferSummaryCaps</td>
<td>For the agreed plea, list each count and the summary of its offer in uppercase.</td>
<td>Bookmark</td>
</tr>
<tr>
<td>SelectedPleaOfferType</td>
<td>Selected Plea Offer: Type</td>
<td>Text</td>
</tr>
<tr>
<td>SelectedPleaOfferRestVictim</td>
<td>Selected Plea Offer: The Victim or Agency added to a Plea offer</td>
<td>Bookmark</td>
</tr>
<tr>
<td>SelectedPleaCheckedEnhancements</td>
<td>Selected Plea Offer: List of checked enhancements</td>
<td>Bookmark</td>
</tr>
<tr>
<td>SelectedPleaCheckedTermsConditions</td>
<td>Selected Plea Offer: List of checked terms</td>
<td>Bookmark</td>
</tr>
<tr>
<td>SelectedPleaOfferSummary</td>
<td>Selected Plea Offer: Summary</td>
<td>Text</td>
</tr>
<tr>
<td>SelectedPleaOfferInterlockDevice</td>
<td>Selected Plea Offer: Interlock device days</td>
<td>Text</td>
</tr>
<tr>
<td>SelectedPleaOfferSuspendedFineAmount</td>
<td>Selected Plea Offer: Suspended fine amount</td>
<td>Text</td>
</tr>
<tr>
<td>SelectedPleaOfferFine</td>
<td>Selected Plea Offer: Fine</td>
<td>Text</td>
</tr>
<tr>
<td>SelectedPleaOfferDaysJailCOP</td>
<td>Selected Plea Offer: Condition of supervision (probation) duration in days. FORMAT: (0) days. If the user has not entered a value, will display blank value.</td>
<td>Text</td>
</tr>
<tr>
<td>Token</td>
<td>Description</td>
<td>Token Type</td>
</tr>
<tr>
<td>-------</td>
<td>-------------</td>
<td>------------</td>
</tr>
<tr>
<td>SelectedPleaOfferMonJailCOP</td>
<td>Selected Plea Offer: Condition of supervision (probation) duration in months. FORMAT: (0) months. If the user has not entered a value, will display blank value.</td>
<td>Text</td>
</tr>
<tr>
<td>SelectedPleaOfferYrsJailCOP</td>
<td>Selected Plea Offer: Condition of supervision (probation) duration in years. FORMAT: (0) years. If the user has not entered a value, will display blank value.</td>
<td>Text</td>
</tr>
<tr>
<td>SelectedPleaOfferExtend</td>
<td>Selected Plea Offer: Extension duration. FORMAT: (0) year(s) (1) month(s) (2) day(s)</td>
<td>Text</td>
</tr>
<tr>
<td>SelectedPleaOfferJailCOP</td>
<td>Selected Plea Offer: Condition of supervision (probation) duration. FORMAT: (0) year(s) (1) month(s) (2) day(s)</td>
<td>Text</td>
</tr>
<tr>
<td>SelectedPleaOfferConfineDays</td>
<td>Selected Plea Offer: Confinement duration in days. FORMAT: (0) days. If the user has not entered a value, will display blank value.</td>
<td>Text</td>
</tr>
<tr>
<td>SelectedPleaOfferConfineMon</td>
<td>Selected Plea Offer: Confinement duration in months. FORMAT: (0) months. If the user has not entered a value, will display blank value.</td>
<td>Text</td>
</tr>
<tr>
<td>SelectedPleaOfferConfineYrs</td>
<td>Selected Plea Offer: Confinement duration in years. FORMAT: (0) years. If the user has not entered a value, will display blank value.</td>
<td>Text</td>
</tr>
<tr>
<td>SelectedPleaOfferConfinedays</td>
<td>Selected Plea Offer: Confinement duration in days. FORMAT: (0) days. If the user has not entered a value, will display blank value.</td>
<td>Text</td>
</tr>
<tr>
<td>SelectedPleaOfferProbDays</td>
<td>Selected Plea Offer: Probation duration in days. FORMAT: (0) days. If the user has not entered a value, will display blank value.</td>
<td>Text</td>
</tr>
<tr>
<td>SelectedPleaOfferProbMon</td>
<td>Selected Plea Offer: Probation duration in months. FORMAT: (0) months. If the user has not entered a value, will display blank value.</td>
<td>Text</td>
</tr>
<tr>
<td>SelectedPleaOfferProbYrs</td>
<td>Selected Plea Offer: Probation duration in years. FORMAT: (0) years. If the user has not entered a value, will display blank value.</td>
<td>Text</td>
</tr>
<tr>
<td>SelectedPleaOfferProb</td>
<td>Selected Plea Offer: Probation duration. FORMAT: (0) year(s) (1) month(s) (2) day(s)</td>
<td>Text</td>
</tr>
<tr>
<td>DiscoveryItems</td>
<td>List of Discoverable items</td>
<td>Bookmark</td>
</tr>
<tr>
<td>SelectedPleaOfferRest</td>
<td>Selected Plea Offer: Restitution</td>
<td>Text</td>
</tr>
<tr>
<td>SelectedPleaOfferTerm</td>
<td>Selected Plea Offer: Offer term</td>
<td>Text</td>
</tr>
<tr>
<td>SelectedPleaOfferTermsConditions</td>
<td>Selected Plea Offer: Other terms / conditions</td>
<td>Text</td>
</tr>
<tr>
<td>SelectedPleaOfferDLSusup</td>
<td>Selected Plea Offer: Driver's License Suspended (Days)</td>
<td>Text</td>
</tr>
<tr>
<td>SelectedPleaOfferHrsCSR</td>
<td>Selected Plea Offer: Hours community service</td>
<td>Text</td>
</tr>
<tr>
<td>SelectedPleaEnhancements</td>
<td>Renders the language for the selected Enhancements and Special Findings of the selected plea</td>
<td>Bookmark</td>
</tr>
<tr>
<td>SelectedPleaTermsConditions</td>
<td>Renders the language for the selected Probation Terms and Conditions of the selected plea</td>
<td>Bookmark</td>
</tr>
<tr>
<td>Token</td>
<td>Description</td>
<td>Token Type</td>
</tr>
<tr>
<td>--------------------------------------------------------------</td>
<td>-----------------------------------------------------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>SelectedPleaOfferTRS</td>
<td>Selected Plea Offer: TRS</td>
<td>Text</td>
</tr>
<tr>
<td>SelectedPleaOfferCountNumber</td>
<td>Selected Plea Offer: Charge count number</td>
<td>Text</td>
</tr>
<tr>
<td>SelectedPleaOfferConvictedOffense</td>
<td>Selected Plea Offer: Display name of lesser included offense, if one exists. If one does not exist, the display name of the offense on the case</td>
<td>Text</td>
</tr>
<tr>
<td>SelectedPleaOfferLesserIncludedOffenseDescription</td>
<td>Selected Plea Offer: Display the description of the lesser included offense, if one exists. If one does not exist, then display nothing</td>
<td>Text</td>
</tr>
<tr>
<td>SelectedPleaOfferConvictedOffenseFormalDescription</td>
<td>Selected Plea Offer: Display name of lesser included offense formal description, if one exists. If one does not exist, the display formal description of the offense on the case</td>
<td>Text</td>
</tr>
<tr>
<td>SelectedPleaOfferConvictedOffenseCode</td>
<td>Selected Plea Offer: Offense code of lesser included offense, if one exists. If one does not exist, the offense code of the offense on the case</td>
<td>Text</td>
</tr>
<tr>
<td>SelectedPleaOfferConvictedLevelDegree</td>
<td>Selected Plea Offer: Level and degree of lesser included offense, if one exists. If one does not exist, the level and degree of the offense on the case</td>
<td>Text</td>
</tr>
<tr>
<td>SelectedPleaOfferConvictedStatute</td>
<td>Selected Plea Offer: Statute of the lesser included offense, if one exists. If one does not exist, the statute of the offense on the case</td>
<td>Text</td>
</tr>
<tr>
<td>SelectedPleaOfferConvictedCite</td>
<td>Selected Plea Offer: Cite of lesser included offense, if one exists. If one does not exist, the cite of the offense on the case</td>
<td>Text</td>
</tr>
<tr>
<td>SelectedPleaOfferConvictedLevelDegreeDescription</td>
<td>Selected Plea Offer: Level and degree description of lesser included offense, if one exists. If one does not exist, the level and degree description of the offense on the case</td>
<td>Text</td>
</tr>
<tr>
<td>DispSummary</td>
<td>Primary or Selected Charge most recent disposition summary</td>
<td>Text</td>
</tr>
<tr>
<td>DispType</td>
<td>Primary or Selected Charge most recent Disposition Type</td>
<td>Text</td>
</tr>
<tr>
<td>DispPleaDate</td>
<td>Primary or Selected Charge most recent Disposition Plea Date. Format: MM/DD/YYYY</td>
<td>Text</td>
</tr>
<tr>
<td>DispPleaLegalDate</td>
<td>Primary or Selected Charge most recent Disposition Legal Plea Date</td>
<td>Text</td>
</tr>
<tr>
<td>DispDefendantPlea</td>
<td>Primary or Selected Charge most recent Disposition Defendant Plea</td>
<td>Text</td>
</tr>
<tr>
<td>DispPleaMadeBefore</td>
<td>Primary or Selected Charge most recent Disposition 'Plea Made before the' selection</td>
<td>Text</td>
</tr>
<tr>
<td>DispPleaFinding</td>
<td>Primary or Selected Charge most recent Disposition 'Finding By the Court' Selection</td>
<td>Text</td>
</tr>
<tr>
<td>DispSentencedByThe</td>
<td>Primary or Selected Charge most recent Disposition 'Sentenced By The' Selection</td>
<td>Text</td>
</tr>
<tr>
<td>DispSentDate</td>
<td>Primary or Selected Charge most recent Disposition Sentence Date. Format: MM/DD/YYYY</td>
<td>Text</td>
</tr>
<tr>
<td>Token</td>
<td>Description</td>
<td>Token Type</td>
</tr>
<tr>
<td>-----------------------------------</td>
<td>-----------------------------------------------------------------------------</td>
<td>--------------</td>
</tr>
<tr>
<td>DispSentLegalDate</td>
<td>Primary or Selected Charge most recent Disposition Legal Sentence Date</td>
<td>Text</td>
</tr>
<tr>
<td>DispSentType</td>
<td>Primary or Selected Charge most recent Disposition Sentence Type</td>
<td>Text</td>
</tr>
<tr>
<td>DispConvictedOffenseFormalDescrip</td>
<td>tion</td>
<td>Text</td>
</tr>
<tr>
<td>tion</td>
<td>Primary or Selected Charge most recent Disposition Convicted Offense Formal Description</td>
<td>Text</td>
</tr>
<tr>
<td>DispConvictedOffenseCode</td>
<td>Primary or Selected Charge most recent Disposition Convicted Offense Code</td>
<td>Text</td>
</tr>
<tr>
<td>DispConvictedLevelDegree</td>
<td>Primary or Selected Charge most recent Disposition Convicted Offense Level Degree</td>
<td>Text</td>
</tr>
<tr>
<td>DispConvictedLevelDegreeDescrip</td>
<td>tion</td>
<td>Text</td>
</tr>
<tr>
<td>tion</td>
<td>Primary or Selected Charge most recent Disposition Convicted Offense Level Degree Description</td>
<td>Text</td>
</tr>
<tr>
<td>DispConvictedStatute</td>
<td>Primary or Selected Charge most recent Disposition Statute for Convicted Offense Code</td>
<td>Text</td>
</tr>
<tr>
<td>DispConvictedCite</td>
<td>Primary or Selected Charge most recent Disposition Citation for Convicted Offense Code</td>
<td>Text</td>
</tr>
<tr>
<td>DispConfinement</td>
<td>Primary or Selected Charge most recent Disposition Confinement. FORMAT: {0} year(s) {1} month(s) {2} day(s)</td>
<td>Text</td>
</tr>
<tr>
<td>DispProb</td>
<td>Primary or Selected Charge most recent Disposition Probation. FORMAT: {0} year(s) {1} month(s) {2} day(s)</td>
<td>Text</td>
</tr>
<tr>
<td>DispFine</td>
<td>Primary or Selected Charge most recent Disposition Fine</td>
<td>Text</td>
</tr>
<tr>
<td>DispRest</td>
<td>Primary or Selected Charge most recent Disposition Restitution</td>
<td>Text</td>
</tr>
<tr>
<td>DispRestUpFront</td>
<td>Primary or Selected Charge most recent Disposition Restitution Up Front</td>
<td>Text</td>
</tr>
<tr>
<td>DispJailCOP</td>
<td>Primary or Selected Charge most recent Disposition Jail Time as a Condition of Supervision. FORMAT: {0} year(s) {1} month(s) {2} day(s)</td>
<td>Text</td>
</tr>
<tr>
<td>DispDLSusp</td>
<td>Primary or Selected Charge most recent Disposition Driver's License Suspended (Days)</td>
<td>Text</td>
</tr>
<tr>
<td>DispHrsCSR</td>
<td>Primary or Selected Charge most recent Disposition Community Service Hours</td>
<td>Text</td>
</tr>
<tr>
<td>DispTermsCond</td>
<td>Primary or Selected Charge most recent Disposition Other Terms and Conditions</td>
<td>Text</td>
</tr>
<tr>
<td>AllDispositionsForSelectedCharge</td>
<td>All dispositions for the selected charge.</td>
<td>Bookmark</td>
</tr>
<tr>
<td>SelectedDispEnhancements</td>
<td>Renders the language for the selected Enhancements and Special Findings</td>
<td>Bookmark</td>
</tr>
<tr>
<td>SelectedDispTermsCond</td>
<td>Renders the language for the selected Probation Terms and Conditions</td>
<td>Bookmark</td>
</tr>
<tr>
<td>Token</td>
<td>Description</td>
<td>Token Type</td>
</tr>
<tr>
<td>-----------------------</td>
<td>-----------------------------------------------------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>CurrentUserEmail</td>
<td>Email address of the current user</td>
<td>Text</td>
</tr>
<tr>
<td>CurrentUserPhone</td>
<td>Phone number of the current user</td>
<td>Text</td>
</tr>
<tr>
<td>CurrentUserName</td>
<td>Name of the current user. FORMAT: FirstName Middle Name Last Name</td>
<td>Text</td>
</tr>
<tr>
<td>ArrestName</td>
<td>First Arrest Name of the Defendant. FORMAT: FirstName Middle Name Last Name</td>
<td>Text</td>
</tr>
<tr>
<td>DispPleaToFirstEnhancement</td>
<td>Primary or Selected Charge most recent Disposition Plea to First Enhancement value</td>
<td>Text</td>
</tr>
<tr>
<td>DispFirstEnhancementFinding</td>
<td>Primary or Selected Charge most recent Disposition First Enhancement Finding value</td>
<td>Text</td>
</tr>
<tr>
<td>DispPleaToSecondEnhancement</td>
<td>Primary or Selected Charge most recent Disposition Plea to Second Enhancement value</td>
<td>Text</td>
</tr>
<tr>
<td>DispSecondEnhancementFinding</td>
<td>Primary or Selected Charge most recent Disposition Second Enhancement Finding value</td>
<td>Text</td>
</tr>
<tr>
<td>DispWeaponsFinding</td>
<td>Primary or Selected Charge most recent Disposition Weapons Finding value</td>
<td>Text</td>
</tr>
<tr>
<td>DispSentenceToCommenceDate</td>
<td>Primary or Selected Charge most recent Disposition Sentence To Commence Date value. Format: MM/DD/YYYY</td>
<td>Text</td>
</tr>
<tr>
<td>DispJudge</td>
<td>Primary or Selected Charge most recent Disposition Judge name.</td>
<td>Text</td>
</tr>
<tr>
<td>DispDriverLicenseSuspensionBeginDate</td>
<td>Primary or Selected Charge most recent Disposition Driver License Suspension Begin Date value. Format: MM/DD/YYYY</td>
<td>Text</td>
</tr>
<tr>
<td>DispCreditTimeServed</td>
<td>Primary or Selected Charge most recent Disposition Credit Time Served. FORMAT: {0} year(s) {1} month(s) {2} day(s)</td>
<td>Text</td>
</tr>
<tr>
<td>DispSupervisionStatus</td>
<td>Primary or Selected Charge most recent Disposition Supervision Status value</td>
<td>Text</td>
</tr>
<tr>
<td>DispSupervisionStartDate</td>
<td>Primary or Selected Charge most recent Disposition Supervision Start Date value. Format: MM/DD/YYYY</td>
<td>Text</td>
</tr>
<tr>
<td>DispSupervisionStatusDate</td>
<td>Primary or Selected Charge most recent Disposition Supervision Status Date value. Format: MM/DD/YYYY</td>
<td>Text</td>
</tr>
<tr>
<td>DispDrug</td>
<td>Primary or Selected Charge most recent Disposition Drug</td>
<td>Text</td>
</tr>
<tr>
<td>DispWeapon</td>
<td>Primary or Selected Charge most recent Disposition Weapon</td>
<td>Text</td>
</tr>
<tr>
<td>DispDLSuspensionComments</td>
<td>Primary or Selected Charge most recent Disposition Driver License Suspension Comments</td>
<td>Text</td>
</tr>
<tr>
<td>DispDefendantInPerson</td>
<td>Primary or Selected Charge most recent Disposition Defendant Appeared in Person with Counsel</td>
<td>Text</td>
</tr>
<tr>
<td>Token</td>
<td>Description</td>
<td>Token Type</td>
</tr>
<tr>
<td>--------------------------------------------</td>
<td>-----------------------------------------------------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>PleaPleaToFirstEnhancement</td>
<td>Selected Plea Offer: Plea to First Enhancement value</td>
<td>Text</td>
</tr>
<tr>
<td>PleaFirstEnhancementFinding</td>
<td>Selected Plea Offer: First Enhancement Finding value</td>
<td>Text</td>
</tr>
<tr>
<td>PleaPleaToSecondEnhancement</td>
<td>Selected Plea Offer: Plea to Second Enhancement value</td>
<td>Text</td>
</tr>
<tr>
<td>PleaWeaponsFinding</td>
<td>Selected Plea Offer: Weapons Finding value</td>
<td>Text</td>
</tr>
<tr>
<td>PleaSentenceToCommenceDate</td>
<td>Selected Plea Offer: Sentence To Commence Date value. Format: MM/DD/YYYY</td>
<td>Text</td>
</tr>
<tr>
<td>PleaDriverLicenseSuspensionBeginDate</td>
<td>Selected Plea Offer: Driver License Suspension Begin Date value. Format: MM/DD/YYYY</td>
<td>Text</td>
</tr>
<tr>
<td>PleaCreditTimeServed</td>
<td>Selected Plea Offer: Credit Time Served. FORMAT: (0) year(s) (1) month(s) (2) day(s)</td>
<td>Text</td>
</tr>
<tr>
<td>PleaSupervisionStatus</td>
<td>Selected Plea Offer: Supervision Status value</td>
<td>Text</td>
</tr>
<tr>
<td>PleaSupervisionStartDate</td>
<td>Selected Plea Offer: Supervision Start Date value. Format: MM/DD/YYYY</td>
<td>Text</td>
</tr>
<tr>
<td>PleaSupervisionStatusDate</td>
<td>Selected Plea Offer: Supervision Status Date value. Format: MM/DD/YYYY</td>
<td>Text</td>
</tr>
<tr>
<td>PleaDrug</td>
<td>Selected Plea Offer: Drug</td>
<td>Text</td>
</tr>
<tr>
<td>PleaWeapon</td>
<td>Selected Plea Offer: Weapon</td>
<td>Text</td>
</tr>
<tr>
<td>PleaDLSuspensionComments</td>
<td>Selected Plea Offer: Driver License Suspension Comments</td>
<td>Text</td>
</tr>
<tr>
<td>OriginalDispSummary</td>
<td>Primary or Selected Charge original disposition summary</td>
<td>Text</td>
</tr>
<tr>
<td>DiscvItemsWithComments</td>
<td>List of Discoverable Items with comments.</td>
<td>Bookmark</td>
</tr>
<tr>
<td>DiscoveryNotes</td>
<td>List of Discovery Notes</td>
<td>Bookmark</td>
</tr>
<tr>
<td>VictimFullNamesOrStateOfTexas</td>
<td>A list of Victims on the case or 'STATE OF TEXAS' if there are no victims</td>
<td>Bookmark</td>
</tr>
<tr>
<td>ProsingParagraph</td>
<td>A token used to insert the prosing paragraphs. (To be used in place of the prosing bookmarks - Developed for Tarrant County 11/2015)</td>
<td>Token</td>
</tr>
<tr>
<td>OffenseList</td>
<td>List of all Counts on the case. Format 'Count #. OffenseDescription - NCIC Offense Code'</td>
<td>Bookmark</td>
</tr>
<tr>
<td>OffenseListFormal</td>
<td>List of all Counts on the case. Format 'Count #. FormalOffenseDescription'. If formal description is empty, the offense description will be used in it's place.</td>
<td>Bookmark</td>
</tr>
<tr>
<td>CriminalHistory</td>
<td>Defendant's criminal history</td>
<td>Bookmark</td>
</tr>
<tr>
<td>WitnessList</td>
<td>List of all witnesses on the case</td>
<td>Bookmark</td>
</tr>
<tr>
<td>WitnessCivilianList</td>
<td>List of civilian witnesses on the canse</td>
<td>Bookmark</td>
</tr>
<tr>
<td>WitnessOfficerList</td>
<td>List of officer witnesses on the canse</td>
<td>Bookmark</td>
</tr>
<tr>
<td>Token</td>
<td>Description</td>
<td>Token Type</td>
</tr>
<tr>
<td>--------------------------------------------</td>
<td>-----------------------------------------------------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>ProseParagraphOne</td>
<td>Document token to insert charging language for primary charge (Count 1).</td>
<td>Token</td>
</tr>
<tr>
<td>MotionToDismissReason</td>
<td>Reason for motion to dismiss.</td>
<td>Text</td>
</tr>
<tr>
<td>MotionToDismissRefileFromCauseNumber</td>
<td>When the reason for motion to dismiss is &quot;The has been refiled&quot;, the case must be linked to another case from which it has been refiled.</td>
<td>Text</td>
</tr>
<tr>
<td>MotionToDismissReindictFromCauseNumber</td>
<td>When the reason for motion to dismiss is &quot;The has been reindicted&quot;, the case must be linked to another case from which it has been reindicted.</td>
<td>Text</td>
</tr>
<tr>
<td>DefenseName</td>
<td>Defense attorney full name. FORMAT FirstName LastName</td>
<td>Text</td>
</tr>
<tr>
<td>DefenseNameCaps</td>
<td>Defense attorney full name in all CAPS. FORMAT: FIRSTNAME LASTNAME</td>
<td>Text</td>
</tr>
<tr>
<td>DefenseAssignedDate</td>
<td>Date the Defense Attorney was assigned to the case</td>
<td>Text</td>
</tr>
<tr>
<td>DefensePhone</td>
<td>Defense attorney phone number</td>
<td>Text</td>
</tr>
<tr>
<td>DefenseEmail</td>
<td>Defense attorney email</td>
<td>Text</td>
</tr>
<tr>
<td>DefenseAttorneyStreetAddress</td>
<td>Defense attorney address</td>
<td>Text</td>
</tr>
<tr>
<td>DefenseAttorneyState</td>
<td>Defense attorney state</td>
<td>Text</td>
</tr>
<tr>
<td>DefenseAttorneyZipCode</td>
<td>Defense attorney zip code</td>
<td>Text</td>
</tr>
<tr>
<td>DefenseAttorneyCity</td>
<td>Defense attorney city</td>
<td>Text</td>
</tr>
<tr>
<td>ProsecutorAttorneyStateBarId</td>
<td>Assigned prosecutor's state bar id</td>
<td>Text</td>
</tr>
<tr>
<td>DefenseAttorneyStateBarId</td>
<td>Assigned defense attorney's state bar id</td>
<td>Text</td>
</tr>
<tr>
<td>IntakeAttorneyStateBarId</td>
<td>Assigned intake attorney's state bar id</td>
<td>Text</td>
</tr>
<tr>
<td>IntakeAttorneyName</td>
<td>Assigned intake attorney's name</td>
<td>Text</td>
</tr>
<tr>
<td>IntakeAttorneyFirstName</td>
<td>Assigned intake attorney's first name</td>
<td>Text</td>
</tr>
<tr>
<td>IntakeAttorneyLastName</td>
<td>Assigned intake attorney's last name</td>
<td>Text</td>
</tr>
<tr>
<td>IntakeAttorneyFirstNameLastName</td>
<td>Assigned intake attorney's first name followed by the last name</td>
<td>Text</td>
</tr>
<tr>
<td>Victim Advocate Name</td>
<td>Victim advocate's name</td>
<td>Text</td>
</tr>
<tr>
<td>Victim Advocate FirstName</td>
<td>Victim advocate's first name</td>
<td>Text</td>
</tr>
<tr>
<td>Victim Advocate LastName</td>
<td>Victim advocate's last name</td>
<td>Text</td>
</tr>
<tr>
<td>Victim Advocate FirstName LastName</td>
<td>Victim advocate's first name followed by the last name</td>
<td>Text</td>
</tr>
<tr>
<td>Victim Advocate Email</td>
<td>Victim advocate's email</td>
<td>Text</td>
</tr>
<tr>
<td>Victim Advocate Phone</td>
<td>Victim advocate's phone number</td>
<td>Text</td>
</tr>
<tr>
<td>Current Year</td>
<td>Current year</td>
<td>Text</td>
</tr>
<tr>
<td>CurrentUserStateBarId</td>
<td>Assigned current user's state bar id</td>
<td>Text</td>
</tr>
<tr>
<td>ProsecutorEmail</td>
<td>Prosecution attorney's email address</td>
<td>Text</td>
</tr>
<tr>
<td>ProsecutorPhone</td>
<td>Prosecution attorney's phone number</td>
<td>Text</td>
</tr>
<tr>
<td>ProsecutorName</td>
<td>Prosecution attorney name</td>
<td>Text</td>
</tr>
<tr>
<td>ProsecutorInitials</td>
<td>Prosecution attorney's initials</td>
<td>Text</td>
</tr>
<tr>
<td>ProsecutorNameStandard</td>
<td>Prosecution attorney name in the standard format (first letter uppercase, rest lowercase)</td>
<td>Text</td>
</tr>
<tr>
<td>DefenseNameStandard</td>
<td>Defense attorney name in the standard format (first letter uppercase, rest lowercase)</td>
<td>Text</td>
</tr>
<tr>
<td>IncidentNumber</td>
<td>Incident number of the primary or selected charge</td>
<td>Text</td>
</tr>
<tr>
<td>BondAmount</td>
<td>Bond Amount of the primary or selected charge</td>
<td>Text</td>
</tr>
<tr>
<td>BondSuretyName</td>
<td>Bond Surety of the primary or selected charge</td>
<td>Text</td>
</tr>
<tr>
<td>BondCompanyId</td>
<td>Bond company ID of the primary or selected charge</td>
<td>Text</td>
</tr>
<tr>
<td>BondType</td>
<td>Bond Type of the primary or selected charge</td>
<td>Text</td>
</tr>
<tr>
<td>BondNumber</td>
<td>Bond Number of the primary or selected charge</td>
<td>Text</td>
</tr>
<tr>
<td>BondCompany</td>
<td>Bond Company of the primary or selected charge</td>
<td>Text</td>
</tr>
<tr>
<td>BondDate</td>
<td>Bond Date of the primary or selected charge</td>
<td>Text</td>
</tr>
<tr>
<td>ProsecutionActionReason</td>
<td>Reason for reject, return or accept</td>
<td>Text</td>
</tr>
<tr>
<td>VictimAgency</td>
<td>Selected victim or the primary victim agency</td>
<td>Text</td>
</tr>
<tr>
<td><strong>Token</strong></td>
<td><strong>Description</strong></td>
<td><strong>Token Type</strong></td>
</tr>
<tr>
<td>---------------------------</td>
<td>--------------------------------------------------------------------------------</td>
<td>----------------</td>
</tr>
<tr>
<td>VictimPrimaryPhone</td>
<td>Victim primary phone of a selected victim or the primary victim of the primary charge</td>
<td>Text</td>
</tr>
<tr>
<td>VictimStreetName</td>
<td>Victim street address of a selected victim or the case or the primary victim of the primary charge</td>
<td>Text</td>
</tr>
<tr>
<td>VictimWitnessSubpoenaStreetName</td>
<td>Victim or witness street address for subpoena documents generated from dynamic views.</td>
<td>Text</td>
</tr>
<tr>
<td>VictimCity</td>
<td>Victim city of a selected victim or the case or the primary victim of the primary charge</td>
<td>Text</td>
</tr>
<tr>
<td>VictimWitnessSubpoenaCity</td>
<td>Victim or witness city for subpoena documents generated from dynamic views.</td>
<td>Text</td>
</tr>
<tr>
<td>VictimState</td>
<td>Victim state of a selected victim of the case or the primary victim of the primary charge</td>
<td>Text</td>
</tr>
<tr>
<td>VictimLicenseState</td>
<td>Victim license state of a selected victim of the case or the primary victim of the primary charge</td>
<td>Text</td>
</tr>
<tr>
<td>VictimLicenseNumber</td>
<td>Victim license number of a selected victim of the case or the primary victim of the primary charge</td>
<td>Text</td>
</tr>
<tr>
<td>VictimWitnessSubpoenaState</td>
<td>Victim or witness state for subpoena documents generated from dynamic views.</td>
<td>Text</td>
</tr>
<tr>
<td>VictimPostalCode</td>
<td>Victim postal code of a selected victim of the case or the primary victim of the primary charge</td>
<td>Text</td>
</tr>
<tr>
<td>VictimWitnessSubpoenaPostalCode</td>
<td>Victim or witness postal code for subpoena documents generated from dynamic views.</td>
<td>Text</td>
</tr>
<tr>
<td>VictimEmergencyContactFirstName</td>
<td>Victim emergency contact's first name of a selected victim of the case or the primary victim of the primary charge</td>
<td>Text</td>
</tr>
<tr>
<td>VictimSubpoenaNotes</td>
<td>Victim subpoena notes of selected victim of the case or the primary victim of the primary charge</td>
<td>Text</td>
</tr>
<tr>
<td>VictimEmployerStreetAddress</td>
<td>Victim employer street address of selected victim of the case or the primary victim of the primary charge</td>
<td>Text</td>
</tr>
<tr>
<td>VictimEmployerCity</td>
<td>Victim employer city of selected victim of the case or the primary victim of the primary charge</td>
<td>Text</td>
</tr>
<tr>
<td>VictimEmployerState</td>
<td>Victim employer state of selected victim of the case or the primary victim of the primary charge</td>
<td>Text</td>
</tr>
<tr>
<td>VictimCompanyName</td>
<td>Victim company name of selected victim of the case or the primary victim of the primary charge</td>
<td>Text</td>
</tr>
<tr>
<td>VictimEmployerZip</td>
<td>Victim employer zip code of selected victim of the case or the primary victim of the primary charge</td>
<td>Text</td>
</tr>
<tr>
<td>VictimEmployerPhoneNumber</td>
<td>Victim employer phone number of selected victim of the case or the primary victim of the primary charge</td>
<td>Text</td>
</tr>
<tr>
<td>VictimEmergencyContactLastName</td>
<td>Victim's emergency contact's last name of a selected victim of the case or the primary victim of the primary charge</td>
<td>Text</td>
</tr>
<tr>
<td>VictimEmergencyContactFullName</td>
<td>Victim emergency contact's full name of a selected victim of the case or the primary victim of the primary charge</td>
<td>Text</td>
</tr>
<tr>
<td>VictimEmergencyContactStreetName</td>
<td>Victim emergency contact's address street address of a selected victim of the case or the primary victim of the primary charge</td>
<td>Text</td>
</tr>
<tr>
<td>VictimEmergencyContactCity</td>
<td>Victim emergency contact's address city of a selected victim of the case or the primary victim of the primary charge</td>
<td>Text</td>
</tr>
<tr>
<td>Token</td>
<td>Description</td>
<td>Token Type</td>
</tr>
<tr>
<td>-------------------------------------------</td>
<td>-----------------------------------------------------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>VictimEmergencyContactState</td>
<td>Victim emergency contact's address state of a selected victim of the case or the primary victim of the primary charge</td>
<td>Text</td>
</tr>
<tr>
<td>VictimEmergencyContactPostalCode</td>
<td>Victim emergency contact's address postal code/zip of a selected victim of the case or the primary victim of the primary charge</td>
<td>Text</td>
</tr>
<tr>
<td>VictimEmergencyContactPhoneNumber</td>
<td>Victim emergency contact's phone number of a selected victim of the case or the primary victim of the primary charge</td>
<td>Text</td>
</tr>
<tr>
<td>VictimFirstName</td>
<td>Victim first name of a selected victim of the case the primary victim of the primary charge</td>
<td>Text</td>
</tr>
<tr>
<td>VictimMiddleName</td>
<td>Victim middle name of a selected victim of the case the primary victim of the primary charge</td>
<td>Text</td>
</tr>
<tr>
<td>VictimLastName</td>
<td>Victim last name of a selected victim of the case the primary victim of the primary charge</td>
<td>Text</td>
</tr>
<tr>
<td>VictimFullName</td>
<td>Victim full name of a selected victim of the case or the primary victim of the primary charge. [First] [Middle(if one exists)] [Last] If there is not victim, display 'State of Texas'</td>
<td>Text</td>
</tr>
<tr>
<td>VictimHandServe</td>
<td>For selected victim display 'Hand Serve' if selected.</td>
<td>Text</td>
</tr>
<tr>
<td>VictimCareOf</td>
<td>Victim Care Of (C/O) of a selected victim of the case the primary victim of the primary charge</td>
<td>Text</td>
</tr>
<tr>
<td>VictimFullNameOrStateOfTexas</td>
<td>Victim pseudonym if one exists and if not uses full name of a selected victim of the case or the primary victim of the primary charge. [First] [Middle(if one exists)] [Last] If there is not victim, display 'State of Texas'</td>
<td>Text</td>
</tr>
<tr>
<td>VictimCareOfPseudonymName</td>
<td>1) Insert 'Care Of' Text field if populated; 2) If 'Care Of' field is not populated - insert Pseudonym if it exists (and the pseudonym checkbox is selected); 3) If 'Care Of' field is not populated AND no active Pseudonym exists for the victim record insert 'Victim Name' in the format of 'First Name Last Name'</td>
<td>Text</td>
</tr>
<tr>
<td>VictimWitnessCoordinatorName</td>
<td>Victim/Witness Coordinator full name assigned to the case. [First] [Middle(if one exists)] [Last]</td>
<td>Text</td>
</tr>
<tr>
<td>VictimWitnessCoordinatorPhone</td>
<td>Victim/Witness Coordinator's phone number assigned to the case</td>
<td>Text</td>
</tr>
<tr>
<td>CaseName</td>
<td>Name of the case.</td>
<td>Text</td>
</tr>
<tr>
<td>CaseNumber</td>
<td>The case number.</td>
<td>Text</td>
</tr>
<tr>
<td>TravisCaseNumber</td>
<td>Travis county specific case number format (C-1-CR-16-500101)</td>
<td>Text</td>
</tr>
<tr>
<td>ProsecutionUnitName</td>
<td>The case prosecution unit name.</td>
<td>Text</td>
</tr>
<tr>
<td>AttorneyTitle</td>
<td>The attorney title for the county. EXAMPLE: Criminal District Attorney</td>
<td>Text</td>
</tr>
<tr>
<td>Token</td>
<td>Description</td>
<td>Token Type</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>-----------------------------------------------------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>CountyName</td>
<td>The county name. EXAMPLE: Travis</td>
<td>Text</td>
</tr>
<tr>
<td>CourtShortName</td>
<td>The court agency short name selected for the case.</td>
<td>Text</td>
</tr>
<tr>
<td>CourtName</td>
<td>Court agency name for the case</td>
<td>Text</td>
</tr>
<tr>
<td>PresidingJudgeName</td>
<td>Presiding Judge's name for the court</td>
<td>Text</td>
</tr>
<tr>
<td>JurisdictionName</td>
<td>Jurisdiction name for the case</td>
<td>Text</td>
</tr>
<tr>
<td>JurisdictionNameUpperCase</td>
<td>Jurisdiction name for the case in uppercase letters</td>
<td>Text</td>
</tr>
<tr>
<td>SettingType</td>
<td>Court setting type</td>
<td>Text</td>
</tr>
<tr>
<td>SettingDate</td>
<td>Court setting date time</td>
<td>Text</td>
</tr>
<tr>
<td>FelonyOffenderType</td>
<td>If a felony offender type is set [repeat or habitual], the type will be concatenated with &quot;Felony Offender&quot; i.e. [Repeat or Habitual] Felony Offender. If the user has not entered a value, will display blank value.</td>
<td>Text</td>
</tr>
<tr>
<td>ReindictmentCaseNumber</td>
<td>If an reindictment case number is entered, the entered case number is prepended with &quot;Reindictment of Cause #&quot; i.e. Reindictment of Cause # [case number]. If the user has not entered a value, will display blank value.</td>
<td>Text</td>
</tr>
<tr>
<td>RefileCaseNumber</td>
<td>If an reindictment case number is entered, the entered case number is prepended with &quot;Refile of Cause #&quot; i.e. Refile of Cause # [case number]. If the user has not entered a value, will display blank value.</td>
<td>Text</td>
</tr>
<tr>
<td>ProsingParagraphs</td>
<td>A concatenation of prosing text from each charge.</td>
<td>Text</td>
</tr>
<tr>
<td></td>
<td>This token uses a bookmark named ProsingParagraphs to generate the paragraphs in the correct format. It does not include the first paragraph. The first paragraph can be displayed using a different token.</td>
<td>Text</td>
</tr>
<tr>
<td>FilingAgencyOri</td>
<td>Primary or selected charge: filing agency OR#</td>
<td>Text</td>
</tr>
<tr>
<td>ShortAgencyName</td>
<td>Primary or selected charge: filing agency short name</td>
<td>Text</td>
</tr>
<tr>
<td>ShortArrestingAgencyName</td>
<td>Primary or selected charge: arresting agency short name</td>
<td>Text</td>
</tr>
<tr>
<td>ChargeFilingAgencyName</td>
<td>Primary or selected charge: filing agency long name</td>
<td>Text</td>
</tr>
<tr>
<td>ChargeCountRomanNumeral</td>
<td>Primary or selected charge: count in roman numeral format</td>
<td>Text</td>
</tr>
<tr>
<td>CourtAgencyOri</td>
<td>Primary or selected charge: court agency OR#</td>
<td>Text</td>
</tr>
<tr>
<td>BookingAgencyOri</td>
<td>Primary or selected charge: booking agency OR#</td>
<td>Text</td>
</tr>
<tr>
<td>BookingNumber</td>
<td>Primary or selected charge: booking number</td>
<td>Text</td>
</tr>
<tr>
<td>ArrestingAgencyOri</td>
<td>Primary or selected charge: arresting agency OR#</td>
<td>Text</td>
</tr>
<tr>
<td>ArrestDate</td>
<td>Primary or selected charge: arrest date. FORMAT: full date and time</td>
<td>Text</td>
</tr>
<tr>
<td>JPNumber</td>
<td>Primary or selected charge: Justice of the Peace number</td>
<td>Text</td>
</tr>
<tr>
<td>PunishmentRange</td>
<td>Primary or selected charge: Punishment Range</td>
<td>Text</td>
</tr>
<tr>
<td>DOB</td>
<td>Primary charge: defendant date of birth. FORMAT: xx/xx/xxxx</td>
<td>Text</td>
</tr>
<tr>
<td>Token</td>
<td>Description</td>
<td>Token Type</td>
</tr>
<tr>
<td>---------------------</td>
<td>-----------------------------------------------------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>SSN</td>
<td>Primary charge: defendant Social Security Number</td>
<td>Text</td>
</tr>
<tr>
<td>FBI</td>
<td>Defendant FBI Number</td>
<td>Text</td>
</tr>
<tr>
<td>SSNPublic</td>
<td>Primary charge: defendant Social Security Number in a public document format (Ex. XXX-XX-1234)</td>
<td>Text</td>
</tr>
<tr>
<td>Sex</td>
<td>Primary charge: defendant sex</td>
<td>Text</td>
</tr>
<tr>
<td>SexAbbrv</td>
<td>Primary charge: Abbreviated defendant sex</td>
<td>Text</td>
</tr>
<tr>
<td>Race</td>
<td>Primary charge: defendant race</td>
<td>Text</td>
</tr>
<tr>
<td>RaceAbbrv</td>
<td>Primary charge: Abbreviated defendant race</td>
<td>Text</td>
</tr>
<tr>
<td>SID</td>
<td>Primary charge: defendant SID</td>
<td>Text</td>
</tr>
<tr>
<td>CID</td>
<td>Primary charge: defendant CID</td>
<td>Text</td>
</tr>
<tr>
<td>CoDefendants</td>
<td>Linked codefendants in a list separated by commas.</td>
<td>Text</td>
</tr>
<tr>
<td>LinkedCodef</td>
<td>Linked codefendants and case number in a list separated by semicolons.</td>
<td>Text</td>
</tr>
<tr>
<td>LinkedRelated</td>
<td>Linked related cases. FORMAT: &quot;Case#1, Case#2, Case#3&quot;</td>
<td>Text</td>
</tr>
<tr>
<td>FullName</td>
<td>Defendant full name. FORMAT: first middle(if it exists) last suffix(if it exists)</td>
<td>Text</td>
</tr>
<tr>
<td>DriverLicense</td>
<td>Defendant Driver License. FORMAT: State Number</td>
<td>Text</td>
</tr>
<tr>
<td>Height</td>
<td>Defendant Height</td>
<td>Text</td>
</tr>
<tr>
<td>Weight</td>
<td>Defendant Weight</td>
<td>Text</td>
</tr>
<tr>
<td>EyeColor</td>
<td>Defendant Eye Color</td>
<td>Text</td>
</tr>
<tr>
<td>DefendantAge</td>
<td>Defendant Age</td>
<td>Text</td>
</tr>
<tr>
<td>HairColor</td>
<td>Defendant Hair Color</td>
<td>Text</td>
</tr>
<tr>
<td>Street</td>
<td>Defendant Street Address</td>
<td>Text</td>
</tr>
<tr>
<td>SelectedPleaOfferRestUpFront</td>
<td>Selected Plea Offer: Restitution up front</td>
<td>Text</td>
</tr>
</tbody>
</table>
## EXHIBIT F
### DUPage County Roles and Responsibilities

<table>
<thead>
<tr>
<th>County Role</th>
<th>Utilization and Role</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Sponsoring Executive/project Director</td>
<td>Monthly status meetings and as escalation point for any SAO specific items</td>
</tr>
<tr>
<td>Project Manager</td>
<td>20% utilization on the project to schedule internal resources and aid in resolution of SAO specific issues</td>
</tr>
<tr>
<td>Prosecutor SME</td>
<td>Up to 40% utilization on the project - lead role in the definition of new processes, role definition and authority to make decisions for the SAO.</td>
</tr>
<tr>
<td>Business Analyst or Prosecutor Functional Staff</td>
<td>80% on the project with detailed hands on knowledge of the business operations of the department. Responsible for working both in supporting the development project, definition, business related setup and the development of processes, business workflows, and training. Responsible for update of prose language, setup and configuration tables once trained.</td>
</tr>
<tr>
<td>Conversion, Integration and Reporting Specialists</td>
<td>As defined by the County based on complexity of interfacing – most likely .NET developers or legacy system programmers. Integration during the first phase will be limited to a consideration of the intake offender information interface at this time.</td>
</tr>
<tr>
<td>Technical Architect</td>
<td>As required to support the design, procurement and implementation of the technical architecture into the environment (servers, infrastructure, end user computers, peripherals etc.)</td>
</tr>
<tr>
<td>Application Operator</td>
<td>Will most likely come from the SAO team assigned to the development project – becomes the long term first line application support for the SAO. This team member will have dual roles across both the development and implementation project ensuring that both design and implementation vision stay in synchronization for the SAO.</td>
</tr>
<tr>
<td>Trainers</td>
<td>Will depend on planned implementation approach to internal SAO personnel and the approach for Defense Attorney / LEA roll out as defined in the Training Strategy Plan.</td>
</tr>
</tbody>
</table>
EXHIBIT G
SAO OPERATIONAL UNITS

The following operational units will be part of the first go-live phase:

- Appeals
- Children's' Center and Investigations
- Diversion
- Felony Prosecutions
- Gangs
- Grand Jury
- Grants
- Imaging
- Juvenile
- Micap / Drug Court
- Misdemeanor Prosecutions
- Narcotics
- Public Integrity / Financial Crimes
- Records and Support
- Restitution
- Sexual Violence
- Victim Services

The following operational units will be part of the second go-live phase:

- Article 36 Seizures
- Forfeitures
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Overview

InfoService
The DuPage County Clerk System [DUCS] can communicate with TechShare Prosecutor via SOAP web services. When certain events occur on a DUCS case, DUCS will invoke a webservice telling TechShare the event has occurred. TechShare will receive this alert and if desired, TechShare will then issue a webservice request to DUCS requesting the details related to the event. TechShare should parse the response and update its case information accordingly.

In addition, new InfoService functionality is anticipated to support requesting a list of available court dates, scheduling a case for court, and ‘direct file’ of documents (motions) into DUCS. Usage details are tbd.

Image Viewing
DUCS has webservices to list all DUCS images on a case, and return a specific image as a PDF byte array for displaying.

Configuration
IUCS webservices exist to obtain modified statute and police officer information.

The above may be used to provide the below in TechShare

1. New SAO case creation
2. New court dates
3. Court dates stricken
4. Case Placement on Court Call
5. New/Amended charges for a defendant
6. Defendant Name Change
7. Case Agency Change
8. Case location change - when cases are transferred to another court room
9. Case indicators: expunged, sealed, impounded
10. Case disposition added/changed
11. DUCS Case Image List
12. DUCS Case Image display
13. Direct Document Filing
14. Maintenance of Statute file
15. Maintenance of Police Officers file
TechShare Notification Service

TechShare will need to implement a notification webservice which will be consumed by DUCS when certain events occur (i.e. – when certain activities are added to cases). This service needs to accept a TechShareNotificationServiceRequest object which will have 3 attributes:

```java
String alertEventCode;
String courtCaseNumber;
String[] parameters;
```

The parameters value will be null in most instances.

**DUCS Info Service Parameters**

```java
InfoRequest
   → userName -- String
   → password -- String
   → identifier -- String (See below)
   → parameters -- Parameter[] (Array of Parameters)
```

Parameters []
   → name -- String
type -- String (String, Date, Time, Timestamp, Int, Double, Boolean)
value -- String (String representation of the value)

Response Values

InfoResponse
  errored - Boolean
  messages - Message[] (Array of messages)
  responseXML - Response String in XML

Message
  code - String
  description - String

DataTypes and formats

Standard XML Data types and formats will be used.

Date - yyyy-mm-dd
Time - hh:mm:ss (24Hrs)
Boolean - true|false

Error Handling

If service side errors occur, these errors will be sent to the calling process by embedding these errors in the "messages" element in the InfoResponse object.

Generic Errors:
List below shows common error messages that could be thrown out from the service. Other identifier specific errors are described in individual identifier sections.

<table>
<thead>
<tr>
<th>CODE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>0010</td>
<td>Client unauthorized to consume the web service</td>
</tr>
<tr>
<td>0020</td>
<td>Server not available</td>
</tr>
<tr>
<td>0030</td>
<td>Security violation</td>
</tr>
<tr>
<td>0040</td>
<td>Invalid username or password</td>
</tr>
<tr>
<td>0050</td>
<td>Invalid web service identifier in the request</td>
</tr>
</tbody>
</table>
New Case

Overview:
When a non-traffic criminal case with state offenses is added to DUCS, DUCS will send a caseCreated notification to TechShare. TechShare should send a series of info requests to DUCS requesting information to create the case or update the case in TechShare. TechShare should process each response from DUCS before initiating the next info request.

Alerts/Requests:
1. Case Info ->alert initiated by DUCS
2. Case file info by case number ->request from TechShare
3. Defendant Info by case number ->request from TechShare
4. Arresting Info by Case number ->request from TechShare
5. Count info by case number ->request from TechShare
6. Bond info by case number ->request from TechShare
7. Future Court Schedules by case number ->request from TechShare
8. *caseInitiationCompleted ->alert initiated by DUCS

Notes:
- *Currently there is a case initiation process in SAO CaseTracker that does not run until DUCS Case Initiation is completed. This delay exists to ensure the initial SAO information is correct before printing jacket labels, other SAO case init processes are performed.
  o Is there a TechShare case initiation process which should wait similarly?
- Traffic cases are requested to be created from CaseTracker when needed.
DUCS new SAO case is created

Step 1: DUCS sends an alert to TechShare indicating a PD case appointment
DUCS Alert: caseNumber caseCreated

Step 2 TechShare sends info request #1 – Case File Info by Case Number

DUCS Info Service Identifier: CourtFileInfoByCaseNumber
parameters: <name>CaseNumber</name><type>String</type><value>2016CM000573</value>
Invokes : WSCaseInfoByCaseNumberRule, response format:
ResponseXML:
<CaseFile
   CaseNumber="2016CM000573"
   CaseTitle="PEOPLE OF THE STATE OF ILLINOIS -VS- SHAVON S SMITH"
   CourtLocation="4003"
   FileDate="2016-02-24"
   Impounded="FALSE"
   Inactive="FALSE"
   InitiatingAgencyCode="SO"
   LegalStatus="CLOSED"
   Sealed="FALSE"
   PDAppointmentType=""
/>

Step 2.2: TechShare processes response

Step 3: TechShare sends info request #2 – Defendant Info by Case Number

DUCS Info Service Identifier: DefendantInfoByCaseNumber
parameters: <name>CaseNumber</name><type>String</type><value>2016CM000573</value>
Invokes : WSDefendantInfoByCaseNumberRule, response format:

Step 3.1: DUCS receives Info Request #2 and sends information to TechShare
ResponseXML:
<Party
   CaseNumber="2016CM000573"
   RoleType="FIRST-NAMED DEFENDANT">
  <PartyName
   Company="false"
   FirstName="SHAVON"
   LastName="ELLIS"
   MiddleName="S"
   Suffix="" />
  <Address
   Address1="444 N RIDGEWAY"
   Address2=""/>
Address3="" Address4="" AddressType="HOME" City="CHICAGO" StateCode="IL" ZipCode="60624" />
</Demographics>

Discussion Notes:
- **StateCode** is the driver's license state
- **Roletype** is "first named defendant" for an adult case may be "FIRST-NAMED RESPONDENT" if a juvenile case
- Values for addressType: COMPANY, FOREIGN, HOME, MAILING, OTHER, WCRK, empty
- Values for eyecolor: BLACK, BLUE, BROWN, GRAY, GREEN, GREY, HAZEL, MARBLED, MAROON, MULTICOLORED, OTHER, PINK, UNKNOWN, empty
- Values for haircolor: BALD, BLACK, BLONDE, BLONDE OR STRAWBERRY, BROWN, GRAY, GRAY OR PARTIALLY GRAY, OTHER, RED, RED OR AUBURN, SANDY, UNKNOWN, WHITE, empty
- Values for Race: AMERICAN INDIAN, ASIAN, BLACK, HISPANIC, INDIAN, UNKNOWN, WHITE, empty

Step 3.2: TechShare processes response
Step 4: TechShare sends info request #3 – Arresting info by case number

DUCS Info Service Identifier: ArrestingInfoByCaseNumber
parameters: <name>CaseNumber</name><type>String</type><value>2016CM000573</value>

Invokes: WSArrestingInfoByCaseNumberRule, response format:

Step 4.1: DUCS receives Info Request #3 – WSArrestingInfoByCaseNumberRule and sends information to TechShare

ResponseXML:
<ArrestingInfo
  ArrestDate="2016-02-24"
  CaseNumber="2016CM000573">
  <Agency
    Address1="501 N COUNTY FARM RD"
    Address2=""
    Address3=""
    City="WHEATON"
    Code="SO"
    Description="SHERIFFS OFFICE"
    State="IL"
    ZipCode="601870000" />
  <OfficerInfo
    BadgeNo="321"
    FirstName="D"
    LastName="KRAUSE"
    MiddleName=""
    Suffix="" />
</ArrestingInfo

Step 4.2: TechShare processes response
Step 5: TechShare sends info request #4 – Count Info by Case Number

DUCS Info Service Identifier: CountInfoByCaseNumber

parameters: <name>CaseNumber</name><type.String><type><value>2016CM000573</value></value>

Invokes: WSCountInfoByCaseNumberRule, response format:

Step 5.1: DUCS receives Info Request #4 – WSCountInfoByCaseNumberRule and sends information to TechShare

Response XML:

```
<Counts
    CaseNumber="2016CM000573">
    <Count
        CaseTypeDriverCode="22943268"
        ComplaintNumber="16006976"
        CountNumber="0001"
        CountStatus="CLOSED"
        DefaultDescription="BATTERY - CAUSES BODILY HARM"
        IncidentNumber="354318"
        PrimaryCount="true"
        ReferenceCode="720 ILCS 5/12-3(a)(1)"
        ReportNumber="" />
    <Count
        CaseTypeDriverCode="22943270"
        ComplaintNumber="1657302"
        CountNumber="0002"
        CountStatus="CLOSED"
        DefaultDescription="BATTERY - MAKE PHYSICAL CONTACT OF AN INSULTING OR PROVOKING NATURE"
        IncidentNumber="""
        PrimaryCount="false"
        ReferenceCode="720 ILCS 5/12-3(a)(2)"
        ReportNumber="" />
</Counts>
```

Notes:
- Incident Number is the ETSB call for service’s incident number. Note: This needs to be added to the TechShare case as will be needed for any WebRMS communications
- Report number is the responding police agency’s police report number

Step 5.2: TechShare processes response
Step 6: TechShare sends info request #5 – Bond Info by Case Number

DUCS Info Service Identifier: BondInfoByCaseNumber

parameters: <name>CaseNumber</name><type.String><value>2016CM000573</value>

Invokes: WSBindInfoByCaseNumberRule, response format:

Step 6.1: DUCS receives Info Request #5 – WSBindInfoByCaseNumberRule and sends information to TechShare

Response XML:

<Bonds
   CaseNumber="2016CM000573">
   <Bond
      FileDate="2018-07-01"
      Description="MITTIMUS"
      Amount="10000.00"
      ReleaseType="" />
   <Bond
      FileDate="2018-07-08"
      Description="BOND"
      Amount="10000.00"
      ReleaseType="TEN PERCENT" />
</Bonds>

Discussion Notes:
- No release information on Mittimus
- Release types: Personal recognizance, No Bond

Step 6.2: TechShare processes response

Step 7: TechShare sends info request #6 – Future Court Schedules by Case Number

This step will NOT be invoked for “Bond Court” case appointments

DUCS Info Service Identifier: FutureCourtSchedulesByCaseNumber

parameters: <name>CaseNumber</name><type.String><value>2016CM000573</value>

Invokes: WSFutureCourtSchedulesByCaseNumberRule, response format:

Step 7.1: DUCS receives Info Request #6 – WSFutureCourtSchedulesByCaseNumberRule and sends information to TechShare

Response XML:

<Schedules
   CaseNumber="2016CM000573">
<CourtSchedule
    CourtDate="2017-08-10"
    CourtLocationCode="4003"
    CourtTime="09:30:00"
    OrderingJudge="MCGIMPSEY AX"
    PurposeCode="MOTION"
    PurposeCodeDescription="PETITION TO REVOKE"
    ScheduleValid="false" />

<CourtSchedule
    CourtDate="2017-07-10"
    CourtLocationCode="4003"
    CourtTime="09:30:00"
    OrderingJudge="MCGIMPSEY AX"
    PurposeCode="FOR SETTING"
    PurposeCodeDescription="JURY TRIAL"
    ScheduleValid="false" />

<CourtSchedule
    CourtDate="2016-04-25"
    CourtLocationCode="4003"
    CourtTime="08:30:00"
    OrderingJudge="MCGIMPSEY AX"
    PurposeCode="ATTORNEY"
    PurposeCodeDescription="ATTORNEY"
    ScheduleValid="true" />

<CourtSchedule
    CourtDate="2016-05-25"
    CourtLocationCode="4003"
    CourtTime="08:30:00"
    OrderingJudge="MITTON JH"
    PurposeCode="CONFERENCE AND SETTING"
    PurposeCodeDescription="CONFERENCE AND SETTING"
    ScheduleValid="true" />

<CourtSchedule
    CourtDate="2016-08-09"
    CourtLocationCode="4003"
    CourtTime="09:30:00"
    OrderingJudge="MCGIMPSEY AX"
    PurposeCode="JURY TRIAL"
    PurposeCodeDescription="JURY TRIAL"
    ScheduleValid="true" />

<CourtSchedule
    CourtDate="2016-08-09"
    CourtLocationCode="4003"
    CourtTime="09:30:00"
    OrderingJudge="MCGIMPSEY AX"
    PurposeCode="JURY TRIAL"
    PurposeCodeDescription="JURY TRIAL"
    ScheduleValid="true" />

<CourtSchedule
    CourtDate="2016-09-13"
    CourtLocationCode="4003"
    CourtTime="08:30:00"
    OrderingJudge="MCGIMPSEY AX"
    PurposeCode="STATUS"
<CourtSchedule
CourtDate="2016-11-07"
CourtLocationCode="4003"
CourtTime="09:30:00"
OrderingJudge="MCGIMPSEY AX"
PurposeCode="JURY TRIAL"
PurposeCodeDescription="JURY TRIAL"
ScheduleValid="true" />

<CourtSchedule
CourtDate="2016-09-23"
CourtLocationCode="4003"
CourtTime="08:30:00"
OrderingJudge="MCGIMPSEY AX"
PurposeCode="STATUS"
PurposeCodeDescription="STATUS ON SUBPOENA DUCES TECUM"
ScheduleValid="true" />

<CourtSchedule
CourtDate="2017-04-11"
CourtLocationCode="4003"
CourtTime="09:30:00"
OrderingJudge="MCGIMPSEY AX"
PurposeCode="JURY TRIAL"
PurposeCodeDescription="JURY TRIAL"
ScheduleValid="true" />

<CourtSchedule
CourtDate="2017-07-10"
CourtLocationCode="4003"
CourtTime="09:30:00"
OrderingJudge="MCGIMPSEY AX"
PurposeCode="JURY TRIAL"
PurposeCodeDescription="JURY TRIAL"
ScheduleValid="true" />

<CourtSchedule
CourtDate="2018-07-09"
CourtLocationCode="4003"
CourtTime="08:30:00"
OrderingJudge="MCGIMPSEY AX"
PurposeCode="FOR REPORT"
PurposeCodeDescription="FOR REPORT"
ScheduleValid="true" />

<CourtSchedule
CourtDate="2016-06-23"
CourtLocationCode="4003"
CourtTime="08:30:00"
OrderingJudge=""
PurposeCode="MOTION"
PurposeCodeDescription="MOTION"
ScheduleValid="true" />
<CourtSchedule
    CourtDate="2016-09-23"
    CourtLocationCode="4003"
    CourtTime="08:30:00"
    OrderingJudge=""
    PurposeCode="MOTION"
    PurposeCodeDescription="MOTION"
    ScheduleValid="true" />

<CourtSchedule
    CourtDate="2016-03-28"
    CourtLocationCode="4003"
    CourtTime="08:30:00"
    OrderingJudge=""
    PurposeCode="CASE"
    PurposeCodeDescription="CASE"
    ScheduleValid="true" />

</Schedules>

Step 6.2: TechShare processes response

Note: In the example above 1 court date would be added (scheduleValid=true) and 2 should be stricken/inactivated (scheduleValid = false)

Notes:
- DUCS can send multiple instances of a court date due to multiple items being scheduled on the same date, i.e. “Supervision – appearance required for report” and “status”. Can TechShare allow multiple appearance types entered for one court date?
- DUCS will send any future court date for a case, this date may have been previously sent TechShare will need to check if this date exists in TechShare and if it does ignore it.
### DUCS Schedule Purpose Codes

Notes:
- DUCS has two fields which can describe why a case is going to court, *purpose* and *type*. DUS sends purpose, and that purpose's long description if populated on the DUCS scheduling activity, or the DUCS type if purpose is not populated.

Example of a DUCS Screen

<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>08/09/2016</td>
<td>0000</td>
<td>continued by plaintiff/prosecutor for st...</td>
</tr>
<tr>
<td>09/13/2016</td>
<td>09:30</td>
<td></td>
</tr>
<tr>
<td>08/09/2016</td>
<td>0000</td>
<td>continued by plaintiff/prosecutor for jur...</td>
</tr>
<tr>
<td>11/07/2016</td>
<td>09:30</td>
<td></td>
</tr>
<tr>
<td>07/13/2016</td>
<td>0000</td>
<td>document served - subpoena</td>
</tr>
<tr>
<td>07/11/2016</td>
<td>0000</td>
<td>document served - subpoena</td>
</tr>
<tr>
<td>06/23/2016</td>
<td>0000</td>
<td>case jacket</td>
</tr>
<tr>
<td>06/23/2016</td>
<td>0000</td>
<td>continued by defendant for jury trial...</td>
</tr>
<tr>
<td>08/09/2016</td>
<td>09:30</td>
<td></td>
</tr>
<tr>
<td>06/21/2016</td>
<td>0000</td>
<td>attorney of record</td>
</tr>
<tr>
<td>06/23/2016</td>
<td>0002</td>
<td>information</td>
</tr>
<tr>
<td>06/21/2016</td>
<td>0000</td>
<td>notice of motion for motion</td>
</tr>
<tr>
<td>06/21/2016</td>
<td>0000</td>
<td></td>
</tr>
<tr>
<td>06/21/2016</td>
<td>0000</td>
<td></td>
</tr>
<tr>
<td>06/21/2016</td>
<td>0000</td>
<td></td>
</tr>
</tbody>
</table>
Schedule Purpose Codes

APPOINT PUBLIC DEFENDER
ARRAIGNMENT
ATTORNEY
BENCH TRIAL
BOND FORFEITURE
BOND REDUCTION
BOND RETURN
CASE MANAGEMENT
CHECK
CITATION
CLOSE THE ESTATE
CONFERENCE
CONFERENCE AND SETTING
DECISION
DILIGENCE
DISPOSITION
EVALUATION
FOR PAYMENT
FOR POSTING
FOR REPORT
FOR SENTENCE
FOR SETTING
HEARING
INITIAL SCHEDULE
INTERVENTION
JUDGMENT OF FORFEITURE
JURY TRIAL
MOTION
MOTION TO EXPUNGE
MOTION TO SUPPRESS
MOTION TO VACATE
NOTICE
NSF CHECK
ORDER
PAPER
PETITION
PETITION TO REVOKE
PLEA
PLEA OR SETTING
PRE-TRIAL CONFERENCE
PRELIMINARY HEARING
PRESENTMENT
PROVE UP
QUASH ARREST
QUASH WARRANT
RESET HEARING
RETURN DATE
RULE TO SHOW CAUSE
STATUS
SUPPRESS EVIDENCE
TRIAL
VACATE JUDGMENT
VIP-ENGLISH
VIP-RETURN
VIP SPANISH
WARRANT
115-10 MOTION

DU Scots Continuance Types

Continuance Types
- EMERGENCY
- INTERIM
- PLENARY
BY AGREEMENT
BY COURT
BY DEFENDANT
BY PLAINTIFF/PROSECUTOR
FOR ADJUDICATORY HEARING
FOR ALIAS SUMMONS
FOR ANNUAL REPORT
FOR ANSWER AND SETTING
FOR ARBITRATION HEARING
FOR ARRAIGNMENT
FOR ATTORNEY
FOR BENCH TRIAL
FOR CASE MGMT CONFERENCE
FOR CONF AND SETTING
FOR DECISION
FOR DILIGENCE
FOR DISCOVERY STATUS
FOR DISMISSAL
FOR DRUG COURT STATUS
FOR ESTATE REPORT
FOR EXCEPTIONAL SETTING
FOR FEE ARBITRATION
FOR FINAL STATUS DATE
FOR HEARING
FOR JUDGMENT
FOR JURY TRIAL
FOR MEDIATION CONFERENCE
FOR MEDIATION SET UP
FOR MICAP STATUS
FOR PAYMENT
FOR PAYMENT STATUS
FOR PERMANENCY HEARING
FOR PLEA/ANSWER//SETTING
FOR POST MEDIATION STATUS
FOR POSTING/PUBLICATION
FOR PRE-TRIAL
FOR PRES OF VOUCHERS
FOR PRESENTMENT
FOR PROVE UP
FOR REIMBURSEMENT
FOR RENEWAL HEARING
FOR REPORT
FOR REPORT ON JOB SEARCH
FOR SENTENCING
FOR SETTLEMENT ORDER
FOR STATUS
FOR TPR HEARING
FOR TRACKING
FOR TRIAL
FOR TRIAL IN ABSENTIA
MODIFIED
TechShare Initiated Request for case information

Overview:
TechShare should support a request for case information from DUCS when case information is needed and it is not in TechShare (e.g. - old case, a desired traffic case). Is should be the same process as a caseCreated DUCs notification, invoke the series of DUCS InfoService requests.

TechShare Info Requests series

<table>
<thead>
<tr>
<th></th>
<th>Identifier:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Case Info by case number                     -&gt; CourtFileInfoByCaseNumber</td>
</tr>
<tr>
<td>2.</td>
<td>Defendant Info by case number               -&gt; DefendantInfoByCaseNumber</td>
</tr>
<tr>
<td>3.</td>
<td>Arresting Case information                   -&gt; ArrestingInfoByCaseNumber</td>
</tr>
<tr>
<td>4.</td>
<td>Count info by count                          -&gt; CountInfoByCaseNumber</td>
</tr>
<tr>
<td>5.</td>
<td>Bond info by case number                     -&gt; BondInfoByCaseNumber</td>
</tr>
<tr>
<td>6.</td>
<td>Court Schedules by case number               -&gt; FutureCourtSchedulesByCaseNumberRule</td>
</tr>
</tbody>
</table>

Step 1.1: TechShare sends info request - CourtFileInfoByCaseNumber
Step 1.2: TechShare process DUCS response

Step 2.1: TechShare sends info request - DefendantInfoByCaseNumber
Step 2.2: TechShare process DUCS response

Step 3.1: TechShare sends info request - ArrestingInfoByCaseNumber
Step 3.2: TechShare process DUCS response

Step 4.1: TechShare sends info request - CountInfoByCaseNumber
Step 4.2: TechShare process DUCS response

Step 5.1: TechShare sends info request - BondInfoByCaseNumber
Step 5.2: TechShare process DUCS response

Step 6.1: TechShare sends info request - FutureCourtSchedulesByCaseNumberRule
Step 6.2: TechShare process DUCS response
List DUCS documents for a case

See document: Info_Service_IDD_Image_Access_1.01.doc

Return a specific document as a PDF byte array

See document: Info_Service_IDD_Image_Access_1.01.doc
DUCS Standard Direct Filing Interface

(Yet to be implemented in DUCS, expected by 12/31/18)

Standard documents to file that only contain a file date and activity code can be done thru an interface instead of the separate efile system

DUCS Info Service Identifier: DocumentFiling

parameters:
<name>CaseNumber</name><type>String</type><value>2016CM000573</value>
<name>DocumentTypeCode</name><type>String</type><value>XXXXXXXXXXXX</value>
<name>FilingAttorneyDucsID</name><type>Integer</type><value>100132</value>
<name>FilingAttorneyStateIDNum</name><type>String</type><value>06273598</value>
<name>DocumentEncodedData</name><type>byte[]</type><value>xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx</value>

Possible document types:
- Motions
- Answers
- Else?

If documents being filed need to send other meta-data into DUCS, we need to identify those and determine if a new service can/should be developed.
**Future Court Dates Interface**

**Future Court Dates**

All the future case schedule activity information of this case will be returned to the calling process. Case Number should be passed into the web service and the service will look-up all the schedules which belong to that case. Each active or stricken court schedule activity in DUCS will be returned as a `<CourtSchedule>`, returning the DUCS activity fileDate, hearing and orderingJudge information if exists, courtDate, courtLocationCode, courtTime, orderingJudge, purposeCode, purposeCodeDescription, and validSchedule indicator. PurposeCodeDescription is a long description of the purpose. It can go up to 150 characters. ValidSchedule indicates if the court date is still active/valid (true), or has been stricken (false).

Note: all future court dates will be returned and some may have been previously sent to the PCMS. If the future date (w/ exact same info and purposeCode and PurposeCodeDescription is already in the PCMS with the same active/stricken value then ignore

**Step 1:** DUCS sends an alert
Alert: “courtSchedule” or “dateStricken”

    Alert
    ➢ CaseNumber i.e. “2016CF000123”
    ➢ Alert event code/identifier i.e “FutureCourtScheduleInfoByCaseNumber”

**Step 2:** PCMS receives webservice and determines if case is in the PCMS and active. If case is active in PCMS, an information request to DUCS with the following parameters:

DUCS Info Service Identifier: FutureCourtSchedulesByCaseNumber

parameters: <name>CaseNumber</name><type.String</type><value>2016CM000573</value>

Invokes: WSFutureCourtSchedulesByCaseNumberRule, response format:

Response XML:

[Same as above in new case creation]

**Step 3:** DUCS receives information request and responds with future court date information

**Step 4:** Upon TechShare receiving the information back, an appearance record should be created for all counts in TechShare.
Case Placement on Call Interface  (Does SAO need??)

(Yet to be implemented in DUCS, expected by 12/31/18)

DPC selects the case to be placed on the Court Call. CMS will issue a request to DUCS for the next 10 available court dates. Once the available dates are received from DUCS, the user will select a court date, time & location and submit a request to DUCS to place on the Court call. The user will get a confirmation if placement is successful or if the placement failed. If placement is successful, there will be an automatic appearance record created in TechShare with the information that is returned from the DUCS court call.

Notes:
- SAO may place cases on court call for numerous reasons: plea, continuance, status, discovery, return on subpoena, notice of motion, etc.
- Clerk will need to establish motion ceilings for criminal court rooms
- SAO will enter a date range to obtain available court dates

Step 1: Select case and date range for available court dates

- The outgoing request will have the following information:
  o Case Number
  o Case Type – derived from the court no., (CF, CM, TR, DV, etc.)
  o Case year – first 4 bytes of the court no
  o Days in future
  o Purpose Code

Notes:
- Purpose codes: Status, Return on subpoena, Motion ??

Step 2: DUCS receives request and responds with next available court dates

Step 3: User selects court date and purpose, TechShare sends selected date back to DUCS for placement on call

Step 4: DUCS returns success message, TechShare creates a schedule

Notes:
- If the SAO needs to strike a court date, they still need to call the judges secretary to strike the date, once the secretary strikes the date, an alert will be sent from DUCS indicating the court date has been stricken
--- Implementation details to be determined, perhaps:

1. To obtain x number of available future court dates for a case...

**DUCS Info Service Identifier:** GetAvailableCourtDatesForCaseNumber

**parameters:**
- `<name>CaseNumber</name>`
- `<type.String />`
- `<value>2016CM000573</value>`
- `<name>Purpose</name>`
- `<type.String />`
- `<value>MOTION</value>`
- `<name>BeginDate</name>`
- `<type.Date />`
- `<value>’2018-09-01’</value>`
- `<name>EndDate</name>`
- `<type.Date />`
- `<value>’2018-09-30’</value>`

**Invoices:**

DUCS receives information request and sends information to TechShare

**Response XML:**

```xml
<GetAvailableCourtDatesCaseNumber Rule=
xmlns:xsi="http://www.w3.org/2001/XMLSchema-instance"
xmlns:xsd="http://www.w3.org/2001/XMLSchema">
  <AvailableCourtDates CaseNumber="2016CF000123">
    <AvailableCourtDate
      CourtDate="2018-09-04"
      CourtTime="09:00:00"
      CourtLocationCode="4000"
    />
    <AvailableCourtDate
      CourtDate="2018-09-05"
      CourtTime="09:00:00"
      CourtLocationCode="4000"
    />
    <AvailableCourtDate
      CourtDate="2018-09-06"
      CourtTime="09:00:00"
      CourtLocationCode="4000"
    />
    ...
    ...
  </AvailableCourtDates>
</GetAvailableCourtDatesCaseNumber>
```

2. To schedule the case

**DUCS Info Service Identifier:** ScheduleCaseNumber

**parameters:**
- `<name>CaseNumber</name>`
- `<type.String />`
- `<value>2016CM000573</value>`
- `<name>CourtDate</name>`
- `<type.Date />`
- `<value>2018-09-04</value>`
- `<name>CourtTime</name>`
- `<type.Time />`
- `<value>09:00:00</value>`
- `<name>CourtLocationCode</name>`
- `<type.String />`
- `<value>4000</value>`
- `<name>Purpose</name>`
- `<type.String />`
- `<value>MOTION</value>`

**ResponseXML:**

Empty (will return with errored value = true or false)

DUCS will create a schedule activity for the case and update the appropriate ceiling.
Case Disposition interface

Step 1: DUCS sends an alert

Alert
  - CaseNumber i.e. "2016CF000123"
  - Alert event code/identifier i.e. "dispositionChanged"

DUCS Info Service Identifier: DispositionActivityInfoByCaseNumber
parameters: <name>CaseNumber</name><type.String</type><value>2016CM000573</value>

DUCS Invokes: WSDispositionActivityInfoByCaseNumberRule, response format:

Response XML:
<Dispositions CaseNumber="2016CM000573">
  <Disposition
    Active="Y"
    ActivityTypeCode="1955"
    CountNumber="0001"
    FileDate="2017-07-10"
    InstitutionType=""
    OrderingJudge="MCGIMPSEY AX"
    SentenceDays="0"
    SentenceHours="0"
    SentenceMonths="0"
    SentenceWeekends="0"
    SentenceWeeks="0"
    SentenceYears="0" />
  <Disposition
    Active="Y"
    ActivityTypeCode="222"
    CountNumber="0002"
    FileDate="2017-07-10"
    InstitutionType=""
    OrderingJudge="MCGIMPSEY AX"
    SentenceDays="0"
    SentenceHours="0"
    SentenceMonths="0"
    SentenceWeekends="0"
    SentenceWeeks="0"
    SentenceYears="0" />
  <Disposition
    Active="Y"
    ActivityTypeCode="4100"
    CountNumber="0002"
    FileDate="2017-07-10"
    InstitutionType=""
    OrderingJudge="MCGIMPSEY AX"
    SentenceDays="0"
    SentenceHours="0"
    SentenceMonths="0"
    SentenceWeekends="0"
    SentenceWeeks="0"
    SentenceYears="0" />
</Dispositions>
SentenceYears="1" />
<Disposition
  Active="Y"
  ActivityTypeCode="4710"
  CountNumber="0002"
  FileDate="2017-07-10"
  InstitutionType=""
  OrderingJudge="MCGIMPSEY AX"
  SentenceDays="0"
  SentenceHours="0"
  SentenceMonths="0"
  SentenceWeekends="0"
  SentenceWeeks="0"
  SentenceYears="0" />
<Disposition
  Active="Y"
  ActivityTypeCode="4355"
  CountNumber="0002"
  FileDate="2017-07-10"
  InstitutionType=""
  OrderingJudge="MCGIMPSEY AX"
  SentenceDays="7"
  SentenceHours="0"
  SentenceMonths="0"
  SentenceWeekends="0"
  SentenceWeeks="0"
  SentenceYears="0" />
<Disposition
  Active="Y"
  ActivityTypeCode="4300"
  CountNumber="0002"
  FileDate="2017-07-10"
  InstitutionType=""
  OrderingJudge="MCGIMPSEY AX"
  SentenceDays="0"
  SentenceHours="0"
  SentenceMonths="0"
  SentenceWeekends="0"
  SentenceWeeks="0"
  SentenceYears="0" />
</Dispositions>

Notes
- Active field – "N" means the disposition is vacated or inactive so active – "N" TechShare may need to remove a previously added disposition info
- ** The ActivityTypeCode is matched with CaseTracker sup_disp table which describes details of a certain disposition → it prioritizes them, and has other indicators as well (isGuilty, isDismiss, isClosing, isSentence, etc.) which may be used for reporting

TechShare processes response
**DUCS Disposition Codes**

Currently sent to CaseTracker:

<table>
<thead>
<tr>
<th>Activity Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>111</td>
<td>PLEA OF GUILTY BUT MENTALLY ILL</td>
</tr>
<tr>
<td>1130</td>
<td>SENTENCED TO DOC</td>
</tr>
<tr>
<td>1560</td>
<td>CHANGE OF VENUE</td>
</tr>
<tr>
<td>1590</td>
<td>CONSOLIDATE INTO ANOTHER CASE</td>
</tr>
<tr>
<td>1592</td>
<td>MERGED-NO SENTENCE</td>
</tr>
<tr>
<td>1790</td>
<td>DWP</td>
</tr>
<tr>
<td>1800</td>
<td>CLOSING DISMISSAL</td>
</tr>
<tr>
<td>1805</td>
<td>DISMISSAL - MANDATORY INSURANCE</td>
</tr>
<tr>
<td>1955</td>
<td>NOLLE PROS</td>
</tr>
<tr>
<td>1990</td>
<td>COUNT LEGALLY CLOSED</td>
</tr>
<tr>
<td>222</td>
<td>GUILTY PLEA</td>
</tr>
<tr>
<td>230</td>
<td>EXPUNGE ORDER CASE</td>
</tr>
<tr>
<td>333</td>
<td>NOT GUILTY PLEA</td>
</tr>
<tr>
<td>3420</td>
<td>DISCHARGE (MENTAL HEALTH)</td>
</tr>
<tr>
<td>4100</td>
<td>SUPERVISION</td>
</tr>
<tr>
<td>4295</td>
<td>RESENTENCE</td>
</tr>
<tr>
<td>4300</td>
<td>FINES AND COSTS ASSESSED</td>
</tr>
<tr>
<td>4330</td>
<td>PROBATION</td>
</tr>
<tr>
<td>4353</td>
<td>JUDGMENT OF CONVICTION - EXPARTE</td>
</tr>
<tr>
<td>4355</td>
<td>SHERIFF'S WORK ALTERNATIVE PROGRAM</td>
</tr>
<tr>
<td>4360</td>
<td>IMPRISONMENT</td>
</tr>
<tr>
<td>4370</td>
<td>PERIODIC IMPRISONMENT</td>
</tr>
<tr>
<td>4390</td>
<td>CONDITIONAL DISCHARGE</td>
</tr>
<tr>
<td>4399</td>
<td>DEATH SENTENCE</td>
</tr>
<tr>
<td>4405</td>
<td>NATURAL LIFE IN PRISON</td>
</tr>
<tr>
<td>444</td>
<td>PRE-COURT GUILTY PLEA</td>
</tr>
<tr>
<td>4470</td>
<td>DEFENDANT DECEASED - CASE TERMINATED</td>
</tr>
<tr>
<td>4490</td>
<td>GUILTY FINDING - NO SENTENCE</td>
</tr>
<tr>
<td>4625</td>
<td>DEFERRED PROSECUTION</td>
</tr>
<tr>
<td>4675</td>
<td>GUILTY BUT MENTALLY ILL</td>
</tr>
<tr>
<td>4687</td>
<td>REMAND/COMMIT TO MENTAL HEALTH FACILITY</td>
</tr>
<tr>
<td>4700</td>
<td>NOT GUILTY</td>
</tr>
<tr>
<td>4710</td>
<td>GUILTY</td>
</tr>
<tr>
<td>4725</td>
<td>NO JUDGMENT ON FINDING</td>
</tr>
<tr>
<td>4761</td>
<td>MICAP PLEA AGREEMENT AND CONTRACT</td>
</tr>
<tr>
<td>4815</td>
<td>COMMUNITY SERVICE</td>
</tr>
<tr>
<td>740</td>
<td>CONSENT ORDER</td>
</tr>
<tr>
<td>Page</td>
<td>Description</td>
</tr>
<tr>
<td>------</td>
<td>----------------------------------</td>
</tr>
<tr>
<td>810</td>
<td>DEFAULT JUDGMENT</td>
</tr>
<tr>
<td>815</td>
<td>DEFAULT JUDGMENT (LOCAL)</td>
</tr>
<tr>
<td>835</td>
<td>DIRECTED FINDING OF NOT GUILTY</td>
</tr>
<tr>
<td>837</td>
<td>DIRECTED FINDING OF GUILTY</td>
</tr>
<tr>
<td>8385</td>
<td>DEATH CERTIFICATE</td>
</tr>
<tr>
<td>840</td>
<td>DIRECTED FINDING</td>
</tr>
</tbody>
</table>
New Amended Charges for a defendant interface

Alert -> chargeOrCountChanged alert

- If a defendant has 5 charges and charge 3 is dropped, DUCS will send an alert with charges 1,2,4,5. TechShare might then need to inactivate charge 3.

Defendant Name change Interface

Alert -> defendantChanged

Case Agency Change

Alert -> agencyChanged

Case Location Change Interface

Alert -> caseLocationChanged

Case expunged, impounded, sealed interface

Alerts -> caseExpunged, caseImpounded, caseSealed
Maintenance of Statute file

Overview:
We recommend maintenance of the statute file should be run daily. Two webservices are needed to maintain the statute file, one for state statutes and one for county ordinances.

See the following sections in the Illinois Uniform Configuration Service, Developer Guide & reference.
- Section 2  Web Service Connection Details
- Section 5.3.2  State Violation List parameters
- Section 5.5.2  Local Violation List Parameters

Maintenance of Officer file

Overview:

See the following sections in the Illinois Uniform Configuration Service, Developer Guide & reference.

- Section 2  Web Service Connection Details
- Section 5.1.1  Officer List Data

Discussion Notes 06/08/2018:

- Since badge numbers can be recycled TechShare will need to keep track of the badge number and version number.
- Recommend invoking daily

## Revisions

<table>
<thead>
<tr>
<th>Author</th>
<th>Revision</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kanishka Liyanage</td>
<td>Added new fields to few WEB Identifiers</td>
<td>Sept 13(^{th}), 2018</td>
</tr>
</tbody>
</table>
Introduction:

Circuit Court Clerk Case Management System or the Unified Court System (UCS) can be accessed via a web service published by Circuit Clerk’s office for the designated parties. Certain information is available for the authorized parties. Based on the party credentials, the information provided for the party may vary.

At the time of the request, the information has to be completed or verified by the circuit clerk’s personal. If the information is in an incomplete state, the service will not provide any information. As the minimally required information is not known at this point, only the complete information will be sent out to the calling process via this service.
Service URL
Test:

Service name changed to:

http://172.30.5.159/InfoService/services/RequestHandler/wSDL/RequestHandler.wsd1

Prod:
Will be provided later

Web Method

Generic web method is provided to request information from the UCS.

Web method name is changed to "invoke()" from "getInformation()"

public InfoResponse invoke(InfoRequest)
Parameters

InfoRequest
  → userName -- String
  → password -- String
  → identifier -- String (See below)
  → parameters -- Parameter[] (Array of Parameter s)

Parameter
  → name -- String
  → type -- String (String, Date, Time, Timestamp, Int, Double, Boolean)
  → value -- String (String representation of the value)

Response Values

InfoResponse
  → errored -- Boolean
  → messages -- Message[] (Array of messages)
  → responseXML -- Response String in XML

Message
  → code -- String
  → description -- String

Data Types and formats

Standard XML Data types and formats will be used.

Date - yyyy-mm-dd
Time - hh:mm:ss (24Hrs)
Boolean - true|false
Error Handling

If service side errors occur, these errors will be sent to the calling process by embedding these errors in the "messages" element in the InfoResponse object.

Generic Errors:
List below shows common error messages that could be thrown out from the service. Other identifier specific errors are described in individual identifier sections.

<table>
<thead>
<tr>
<th>CODE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>0010</td>
<td>Client unauthorized to consume the web service</td>
</tr>
<tr>
<td>0020</td>
<td>Server not available</td>
</tr>
<tr>
<td>0030</td>
<td>Security violation</td>
</tr>
<tr>
<td>0040</td>
<td>Invalid username or password</td>
</tr>
<tr>
<td>0050</td>
<td>Invalid web service identifier in the request</td>
</tr>
<tr>
<td>0060</td>
<td>Unknown parameter type in the request</td>
</tr>
</tbody>
</table>

Identifiers

ImageSummaryByCaseNumber

Calling process is required to pass the following input parameters. This Identifier returns a list of documents’ meta data. This API provides pagination and will be returned in pages of a provided size.

<table>
<thead>
<tr>
<th>CaseNumber</th>
<th>2016CM000573</th>
</tr>
</thead>
<tbody>
<tr>
<td>PageSize</td>
<td></td>
</tr>
<tr>
<td>PageIndex</td>
<td>This request will return a list of document meta data. When returning, the return result set will be paged for better</td>
</tr>
<tr>
<td>Field</td>
<td>Description</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>---------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>PageSize</td>
<td>Number of rows in a result set page.</td>
</tr>
<tr>
<td>FromFileDate</td>
<td>Query the images from this date towards future. (Optional)</td>
</tr>
<tr>
<td>DUCSUserProfileID</td>
<td>DUCS User Profile ID that will be used to verify their security to see if they have security to access this document. This is different from the Web Service's username and password.</td>
</tr>
<tr>
<td>RemoteCMSUserProfileID</td>
<td>This is the user in which who made the query for DUCS Audit Logs.</td>
</tr>
</tbody>
</table>

Returns the list of images that are found for the security of the user. <Documents> tag will have attributes indicatingPageIndex, PageSize (Size of the Page requested), TotalRecords (Total Number of rows returned from the Query).

Sample XML Output:

```xml
<?xml version="1.0" encoding="UTF-8"?>

<Documents CaseNumber="2016CM000573" PageIndex="1" PageSize="20" TotalPages="1" TotalRecords="49">
  <Document ContentType="6740" CountNumber="" Description="JURY WAIVER" FileDate="2017-07-10" ImageDocID="B171922AA.AVS" PageCount="1" />
  <Document ContentType="30071" CountNumber="" Description="SENTENCE ORDER" FileDate="2017-07-10" ImageDocID="B17191AA.DAW" PageCount="2" />
  <Document ContentType="8000" CountNumber="" Description="NOTICE" FileDate="2017-07-10" ImageDocID="B17192AA.AV6" PageCount="1" />
  <Document ContentType="60500" CountNumber="" Description="CASE JACKET" FileDate="2017-07-10" ImageDocID="B171922A.D4L" PageCount="1" />
  <Document ContentType="9550" CountNumber="" Description="MISC DOCUMENT NOT SERVED" FileDate="2017-06-13" ImageDocID="B17166AA.FK3" PageCount="3" />
  <Document ContentType="9550" CountNumber="" Description="MISC DOCUMENT SERVED" FileDate="2017-06-05" ImageDocID="B18065AA.UJR" PageCount="2" />
  <Document ContentType="30074" CountNumber="" Description="CRIMINAL ACTION ORDER" FileDate="2017-04-11" ImageDocID="B17101AA.BSC" PageCount="1" />
</Documents>
```
<Document ContentType="9550" CountNumber="" Description="MISC DOCUMENT SERVED" FileDate="2017-03-03" ImageDocID="B18062AA.DJ7" PageCount="2" />
<Document ContentType="9550" CountNumber="" Description="MISC DOCUMENT SERVED" FileDate="2017-02-03" ImageDocID="B18062AA.DJ5" PageCount="2" />
<Document ContentType="9554" CountNumber="" Description="CRIMINAL ACTION ORDER" FileDate="2017-01-24" ImageDocID="B17024AA.CKZ" PageCount="1" />
<Document ContentType="60500" CountNumber="" Description="CASE JACKET" FileDate="2017-01-24" ImageDocID="B17025AA.CRA" PageCount="1" />

<Table>
<table>
<thead>
<tr>
<th>CODE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>IS010</td>
<td>Invalid case number format</td>
</tr>
<tr>
<td>IS020</td>
<td>Court file does not exist</td>
</tr>
<tr>
<td>IS030</td>
<td>Court file does not exist or inactive</td>
</tr>
<tr>
<td>IS040</td>
<td>Page index is invalid</td>
</tr>
<tr>
<td>IS050</td>
<td>Page size is invalid</td>
</tr>
<tr>
<td>IS060</td>
<td>Invalid parameter</td>
</tr>
<tr>
<td>IS070</td>
<td>No documents were found for the criteria provided</td>
</tr>
</tbody>
</table>
</Table>
<table>
<thead>
<tr>
<th>CODE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>IM010</td>
<td>Invalid case number format</td>
</tr>
<tr>
<td>IM020</td>
<td>Court file does not exist</td>
</tr>
<tr>
<td>IM030</td>
<td>Invalid image document ID</td>
</tr>
<tr>
<td>IM040</td>
<td>Court File Security violation</td>
</tr>
<tr>
<td>IM050</td>
<td>Document does not exist or security violation</td>
</tr>
<tr>
<td>IM060</td>
<td>Invalid DUCS User Configuration Received</td>
</tr>
</tbody>
</table>

Sample Output XML:

```xml
<?xml version="1.0" encoding="UTF-8"?>
<Document

ContentType="PDF"

DocumentDesc="MISC DOCUMENT NOT SERVED"

DocumentType="9555"

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Sample Output XML:

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**Send Purchase Order To:**
Vendor: Midwestern Software Solutions  Vendor #: 12579  
Attn: Ben Chen  Email:  
Address: 3815 Plaza Drive  
City: Ann Arbor  State: MI  Zip: 48108  
Phone: 734-995-0200  Fax: 734-995-0599

**Send Payments To:**
Vendor:  
Attn:  
Address:  
City:  State: IL  Zip:  
Phone:  Fax:  

**Send Invoices To:**  
Dept: Division of Transportation  Division:  
Attn: John Loper  Email:  
Address: 421 N. County Farm Road  Room:  
City: Wheaton  State: IL  Zip: 60187  
Phone:  Fax:  

**Send Invoices To:**
Dept: Division of Transportation  Division:  
Attn: John Loper  Email:  
Address: 421 N. County Farm Road  Room:  
City: Wheaton  State: IL  Zip: 60187  
Phone:  Fax:  

**Payment Terms**  
F.O.B. PO 20 Delivery Date  Requisitioner  
PER 50 ILCS 505/1 Destination  
Use for  
Contract Administrator  
PO 25 only  

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<tr>
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<th>Dept #</th>
<th>Acct Unit</th>
<th>Acct #</th>
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</table>

**Header Comments** (these comments will appear on the PO20 and PO25 Purchase Order):
Annual Maintenance/Support for the Transportation Database Management System

**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):
Technology - 11/13/18  
Transportation - 11/06/18
## 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: Midwestern Software Solution</th>
<th>Vendor #: 12579</th>
<th>Contract Term: 12/01/18-11/30/19</th>
<th>Contract Total: $9,350.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Division of Transportation</td>
<td>Contact: John Loper</td>
<td>Phone:</td>
<td>Assigned Committee: Transportation</td>
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</table>

### Description of Procurement/Scope of Work/Background
- Annual Maintenance/Support for the Transportation Database Management System

### Reason for Procurement
See attached decision memo

### FUNDING SOURCE
- Procurement budgeted for (FY and budget code(s)): 1500-3500-53807
- Budget Transfer (Date) Add'l Information

### DECISION MEMO NOT REQUIRED
- LOWEST RESPONSIBLE QUOTE # or BID # ____________________________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- RENEWAL, Enter Bid and/or PO# ____________________________ 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:

### BASIS OF DECISION MEMO (attach Decision Memo)
- EXEMPT FROM BIDDING PER ILLINOIS COMPILED STATUTES
- EXPLANATION OF REQUEST FOR PROPOSAL RFP # ____________________________ (include Evaluation Summary if applicable)
- PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- OTHER THAN LOWEST RESPONSIBLE, BID # ____________________________

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

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<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
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<table>
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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>
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</table>

Rev 1.6
Packet Pg. 218
Attachment: Midwestern Software Solutions - Checklist (2018-256: Midwestern Software Solutions)
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: Division of Transportation
Contact Email: jloper@dupageco.org
Vendor Name: Midwestern Software Solutions

Department Contact: John Loper
Contact Phone: 630.407.6882
Vendor #: 

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 purchase order to Midwestern Software Solutions (MS2) for annual maintenance, support and/or enhancement of the Online Traffic Crash database for the Division of Transportation (DOT).

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

The DOT contracted with MS2 in 2008 to provide an online traffic crash database. The DOT must now contract for the annual maintenance/support of the application software as well as for enhancements to the application as necessary.

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.

This information is prominently used in determining where highway safety improvements are required. Quality of life is improved for drivers as well as for pedestrians and bicyclists when the County can identify locations where engineering or operational actions can be accomplished which will reduce the public exposure to crashes.

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

This is a hosted service (software as a service - SaaS) wherein the application and codes are proprietary. Prior to selection in 2008, staff reviewed a variety of applications and selected MS2 as the preferred vendor. This annual maintenance/support contract is being forwarded pursuant to past consultation with the Transportation Committee in accordance with the County Procurement Ordinance.

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

1. Do not approve
2. Approve

The DOT recommends approval of this contract. It is critical to the continuation of the program and is essential to the on-going functions and performance of the DOT. To not approve this contract places the application in jeopardy through lack of support. The vendor will not host the program and the County will lose functionality.

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

The FY19 fiscal impact for this contract is anticipated to be $9350.00. The DOT has sufficient funds in the FY19 budget to pay this amount.

FORM OPTIMIZED FOR ACRBATS AND ADOBE READER VERSION 9 OR LATER
# JUSTIFICATION FOR SOLE SOURCE

(PLEASE COMPLETE AND ATTACH TO PURCHASE REQUISITION)

<table>
<thead>
<tr>
<th>REQUISITION #</th>
<th>DEPARTMENT</th>
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<th>PRODUCT #</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td>Midwestern Software Solutions</td>
<td>Trans Data Management Software</td>
</tr>
</tbody>
</table>

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

Transportation Data Management Software (suite of modules) is a vendor hosted product including proprietary licensing, code, applications, etc. This vendor was selected for a contract in 2008 after considering a number of firms/ software applications. Midwestern Software Solutions, Inc. provides annual maintenance and support on a modular and system size basis.

**THIS IS A SOLE SOURCE BECAUSE VENDOR IS:**

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

**REQUESTED SOURCE** | **CONTACT**
---|---
Midwestern Software Solutions | Ben Chen

**PHONE** | **WEBSITE**
---|---
1 734-995-0200 | http://www.ms2soft.com

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

Database hosting, programming and coding unique to application software. Code and programming is proprietary. Traffic Crash module programming found nowhere else.

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

No. This software was procured and customized for DuPage County application. It has been a very useful and successful tool that DuPage County DOT will continue to use into the future.

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

Features not available elsewhere as the software, programming and services are supplied directly to the clients by Midwestern Software Solutions.

---

**Signature on File** 10/24/18
**Signature on File** 11-5-18

**DEPARTMENT APPROVAL** DATE
**PURCHASING REVIEW** DATE

---

FORM #7607-008
05/03/10

Packet Pg. 220

Attachment: Midwestern Software Solutions - Sole Source (2018-256 : Midwestern Software Solutions)
September 4, 2018

DuPage County
421 North County Farm Road
Wheaton, IL 60187

Attn: Mr. John E. Loper, Chief Transportation Planner

Re: Proposal for System Support of Transportation Databases

Dear Mr. Loper:

MS2 is pleased to present the following proposal in response to your request for the hosting and support of the MS2-hosted transportation databases the county is currently using for transportation planning, engineering, operations, and maintenance activities.

MS2 has developed and implemented the cloud-based database systems for more than 260 agencies in 30 states. These systems are seamlessly integrated with Google Maps and ArcGIS Server. The map component includes local GIS data layers such as road centerlines and political boundaries. Since 2007, DuPage County has been using the Traffic Crash Location System (TCLS) module from the MS2’s Transportation Data Management System (TDMS).

The cloud-based system does not entail any modification/addition to the client’s owned computer software or hardware as it presently exists.

The advantages of the cloud-based system over any traditional desktop-based applications include:

- **Cost Effective** – A single license would allow all staff to use the system. There is no need to purchase multiple desktop licenses. There is no need to upgrade any hardware or software on multiple computers.
- **Easy Access** – Users can access the data and analysis tools from anywhere via Internet.
- **Staying Current** – System enhancements and data updates are instant and frequent without any burden on the agency staff. The system is shared by agencies throughout the country and continuously evolving with new features.
- **Worry Free** – MS2 is responsible for the system’s operation 24/7/365. County staff can spend more time on finding solutions using the system instead of maintaining it.

MS2 proposes the following scope of services and fee:

**System Support of Transportation Data Management System (TDMS)**

- Host the TDMS on the MS2 servers. The cloud-based application will not require any change to the agency’s current hardware and software setup.
- Perform system maintenance as necessary
- Perform nightly backup of the system and store copies of the backup offsite as part of MS2’s data warehousing procedures
- Provide technical support to system users as requested
- Conduct training webinars as requested
System Support Fees

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<tr>
<td></td>
<td>TOTAL</td>
<td>$9,350</td>
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</table>

Payment is to be made by the Client within thirty (30) days of invoicing.

MS2 appreciates the opportunity to present this proposal. If our proposal is acceptable as presented, please sign, date, and return one copy as your authorization for us to commence work.

I am pleased to be the MS2 Project Manager and contact person for the system support. Please call me if you have any questions or if any revision of the proposal is necessary to more fully meet your requirements. Thank you for selecting MS2.

Proposal Offered By:

MS2

Ben Chen, PE, PTOE
Principal

Proposal for System Support
Client has authorized the undersigned to sign this Agreement.

CLIENT ACCEPTANCE BY:

__________________________________________
(Legal Name of Client)

__________________________________________
(Signature)

__________________________________________
(Printed Name & Title)

__________________________________________
(Date)
Required Vendor Ethics Disclosure Statement
Failed to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: Oct 25, 2018

Bid/Contract/PO #: 

| Company Name: Midwestern Software Solutions, LLC | Company Contact: Ben Chen |
| Contact Phone: 734-995-0200 | Contact Email: bc@mssoft.com |

The DuPage County Procurement Ordinance requires the following 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: [Signature]

Printed Name: Ben Chen

Title: Principal

Date: Oct 25, 2018

Attach additional sheets if necessary. Sign each sheet and number each page.  Page 1 of 1  (total number of pages)
## Purchase Requisition
Procurement Services Division

### Send Purchase Order To:
- **Vendor:** Verizon Connect NWF Inc.
- **Vendor #:**
- **Attn:** Tim Watters
- **Email:** twatters@verizon.com
- **Address:** 2002 Summit Blvd.
- **City:** Atlanta
- **State:** GA
- **Zip:** 30319
- **Phone:** 312-405-8719

### Send Invoices To:
- **Vendor #:**
- **Attn:** Kathleen Curcio
- **Email:** kathy.black@dupageco.org
- **Address:** 421 N. County Farm Road
- **City:** Wheaton
- **State:** IL
- **Zip:** 60177
- **Phone:** 630-407-6900

### Send Payments To:
- **Vendor #:**
- **Attn:** Jeff Pieroni
- **Email:** Jeff.Pieroni@dupageco.org
- **Address:** 140 N. County Farm Road
- **City:** Wheaton
- **State:** IL
- **Zip:** 60177
- **Phone:** 630-407-6920

### Ship To:
- **Vendor #:**
- **Attn:** Kathleen Curcio
- **Email:**
- **Address:** 2002 Summit Blvd.
- **City:** Atlanta
- **State:** GA
- **Zip:** 30319
- **Phone:** 312-405-8719
- **Fax:**
- **Payment Terms:** PER 50 ILCS 505/1
- **Use for:** PO25 only

### Contract Administrator
- **PO 20 Delivery 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
--- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | ---
1 | 1 | EA | Network Fleet GPS & Diagnostics SRVC | 1500 | 3510 | 53090 | 20,000.00 | 20,000.00
2 | 1 | EA | Network Fleet GPS & Diagnostics Hardware | 1500 | 3510 | 52100 | 2,500.00 | 2,500.00

### Requisition Total $ 22,500.00

### Header Comments (these comments will appear on the PO20 and PO25 Purchase Order):
Contract to provide Network Fleet SRVC/Hardware to the Division of Transportation Highway Maintenance Department

### 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):
Trans Committee 11.06.18
**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: Verizon Connect NWF Inc.</th>
<th>Vendor #:</th>
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<td></td>
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<td>630-407-6900</td>
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**Description of Procurement/Scope of Work/Background**

To provide Network Fleet GPS and Diagnostics Service to the D.O.T. Highway Maintenance Department

**Reason for Procurement**

To provide for GPS and Diagnostic Service for 50 vehicles, to replace phone tracking and improve operations and performance measures.

**FUNDING SOURCE**

- Procurement budgeted for (FY and budget code(s)): 1500-3510-53090/52100

**DECISION MEMO NOT REQUIRED**

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

**DECISION MEMO REQUIRED**

- Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- Under Government Joint Purchasing Act (30ILCS525) select one below
  - GSA Government Services Administration # GS-07F-5559R
- 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>Preparer</th>
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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: Division of Transportation
Contact Email: kathy.black@dupageco.org
Vendor Name: Verizon Connect NWF Inc.

Department Contact: Kathleen Curcio
Contact Phone: 
Vendor #: 

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

Requesting approval of a new contract for Network Fleet GPS and Diagnostic Service, for a contract total not to exceed $22,500.00

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

DOT is establishing this contract to provide for GPS and Diagnostic Service for 50 vehicles. This is to replace phone tracking and improve operations and performance measures.

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

This will enhance maintenance operations and responsiveness by DOT.

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

This will be procured under GSA (General Service Administration) Contract #GS-07F-5559R

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

Staff recommends approval a new contract for GPS and Diagnostic Service through GSA contract #GS-07F-5559R
1. Produce an RFP for a complete AVL system anticipated to be a substantial increase in cost and complexity.

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.

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</table>
# Verizon Connect NWF GSA #: GS-07F-5559R
## Hardware & Service Order
Please review your contract agreement below.
For questions, please inquire with your sales contact.

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<thead>
<tr>
<th>CONTRACT INFORMATION</th>
<th>COMPANY INFORMATION</th>
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<tr>
<td>Date: 10/05/2018</td>
<td>Company Name: DuPage County DOT</td>
</tr>
<tr>
<td>Purchase Type:</td>
<td>Doing Business As:</td>
</tr>
<tr>
<td>Contract Type: GSA GS07F5559R</td>
<td>Address: 140 N COUNTY FARM RD</td>
</tr>
<tr>
<td>PO #:</td>
<td>City: WHEATON</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ORDER INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Order Type: New Business</td>
</tr>
<tr>
<td>Customer Number: DUPA003</td>
</tr>
<tr>
<td>Account Sub Type: PUBLIC SECTOR</td>
</tr>
</tbody>
</table>

**CONTACT INFORMATION**
Please select the following roles: Signatory, Accounts Payable, Install Main POC, Fleet Manager Main User

<table>
<thead>
<tr>
<th>Role</th>
<th>First Name</th>
<th>Last Name</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

**PRODUCTS & SERVICES**

<table>
<thead>
<tr>
<th>SEQ</th>
<th>ITEM</th>
<th>SKU</th>
<th>CATEGORY</th>
<th>QTY</th>
<th>DEVICE CONTRACT TERM</th>
<th>NRC PRICE</th>
<th>NRC TOTAL</th>
<th>MRC PRICE</th>
<th>MRC TOTAL</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>SOL-GPS AND DIAGNOSTICS</td>
<td>SOL-GPS AND DIAGNOSTICS-VERIZON</td>
<td>SOLUTION</td>
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<td>HARDWARE</td>
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<td>MONTHLY SERVICE 5500</td>
<td>MOH5500120</td>
<td>SERVICE</td>
<td>50</td>
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<td>18.95</td>
<td>947.50</td>
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<td>1.3</td>
<td>USM 9-PIN SQUARE HARNESS</td>
<td>PARTS100</td>
<td>HARNESS</td>
<td>40</td>
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<td>30.23</td>
<td>1,209.20</td>
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<tr>
<td>1.4</td>
<td>USM OBDII BYPASS HARNESS</td>
<td>PARTS109</td>
<td>HARNESS</td>
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<td>302.30</td>
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<td>1.5</td>
<td>CONFIGURABLE UPDATE RATE 60 5500</td>
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<td>ACCESSORY</td>
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<td>0.00</td>
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</table>

*Sales Tax and Shipping are additional to this subtotal

**COMMENTS**

**SHIPPING INFORMATION**

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<thead>
<tr>
<th>LOCATION 1</th>
<th>LOCATION 2</th>
<th>LOCATION 3</th>
</tr>
</thead>
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<tr>
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<tr>
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<tr>
<td>E-Mail</td>
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<tr>
<td>Shipping Method</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Items to Ship</td>
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</tr>
</tbody>
</table>

**TAX INFORMATION**

<table>
<thead>
<tr>
<th>Tax Exempt</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>
If Tax Exempt, provide State Tax Exempt form to: taxexempt@verizonconnect.com
Otherwise, please enter your Tax ID below

<table>
<thead>
<tr>
<th>Tax ID</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Credit Terms Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

**TERMS AND CONDITIONS**

This order is pursuant to the Terms and Conditions of Verizon Connect NWF Inc's (VCN)(formerly Networkfleet) GSA Contract# GS-07F-5559R only. The PO# if listed above is for reference purposes only, including as a reference on any invoice from VCN. Any terms and conditions contained in a PO supplied by DuPage County DOT are rejected, void and have no force and effect. You acknowledge, guarantee, and warrant that you are legally authorized to enter into a recurring billing arrangement with VCN. Payment Terms are Net 30 days. You understand that in order to make any alternate payment arrangements, you will contact VCN in writing at mfaccountrreceivable@verizonconnect.com ten (10) days prior to the scheduled charge date to make the appropriate changes which require VCN's written consent. This order is subject to acceptance by VCN and is not binding on VCN until it has been accepted by VCN by either sending you notice of acceptance or the shipment of the products you have ordered. You acknowledge that DuPage County DOT has the power and authority to enter into this agreement and to perform its obligations hereunder, that the individual signing on behalf of DuPage County DOT has authority to do so, and that DuPage County DOT agrees to all of the terms and conditions of VCN's GSA Contract# GS-07F-5559R and agrees that this order is subject solely to the terms and conditions of VCN's GSA Contract# GS-07F-5559R.

Notes:
1. Any of the listed equipment marked as OPEN MARKET are products that are not listed on GSA Federal Supply Schedule Contract No. GS-07F-5559R (and, pursuant to FAR 8.402(f), should be noted appropiately on all procurement documents including but not limited to Purchase Orders, BPA's, or individual task or delivery orders). OPEN MARKET products are manufactured by third parties and may be manufactured or substantially transformed in non-designated countries. Please contact us if you need country of origin information for a specific product.

2. Taxes and Shipping:
   a. Pricing provided does not include taxes. Taxes (if applicable) are applied to the monthly invoice.
   b. Shipping: FOB Destination. Shipping is included in the price above.

3. If applicable: "Qty" for Configurable Update Rate: Notwithstanding the "Qty" (quantity) specified above, the Monthly Recurring for the Configurable Update Rate each month will be determined by the fastest actual Configurable Update Rate per device enabled by the Customer at any time during the respective month, via Customer's SSP. Configurable Update Rate purchases for the 5000 series device models require the customer to enable the specific Update Rate feature (i.e. 15, 30, 45, 60 seconds) on their SSP after device activation and registration.

4. Promotion for Networkfleet 5200 and 5500 series products only: From 10/1/2018 to 10/31/2018, new and existing Government customers will receive a discount of $80.00 for the purchase of each new 5200 or 5500 Device with a new line of Networkfleet Services and a minimum twelve (12) month Device Contract Term. The applicable Device will be activated on the earlier of (1) installation in a vehicle or (2) 12/21/2018. The Networkfleet Services fee for the applicable Device begins at the time of activation of the Device, but in no event later than 12/21/2018. NOTE: Any executed order, received later than 10/31/2018, will be null and void and ineligible to receive the discount described above.

---

**CUSTOMER SIGNATURE**

I have read and agree to the terms and conditions.

<table>
<thead>
<tr>
<th>Print Name</th>
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<tbody>
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</table>

<table>
<thead>
<tr>
<th>Signature</th>
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<tr>
<th>Position</th>
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<table>
<thead>
<tr>
<th>Date</th>
</tr>
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<tr>
<td></td>
</tr>
</tbody>
</table>
Required Vendor Ethics Disclosure Statement

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

Date: Oct 22, 2018

Company Name: Verizon Connect NWF Inc.
Company Contact: Timothy Watters
Contact Phone: 312-405-8719
Contact Email: twatters@verisonconnect.com

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

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

2. 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
Digitally signed by Leanna Long
Date: 2018.10.24 12:02:53 -07'00'

Printed Name
Leanna Long

Title
Manager, Contracts Management

Date
Oct 23, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page ______ of ______ (total number of pages)
Procurement Review Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

| Vendor: Cellco Partnership dba Verizon Wireless | Contract 12/01/2018 to Term: 11/30/2019 | Contract Total: $10,695.00 |
| Vendor #: 10597 | |
| Dept: Building & Zoning | Contact: Marla Flynn | Phone: X6789 |
| 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 for the Building & Zoning Department. |

**FUNDING SOURCE**
- Procurement budgeted for (FY and budget code(s)): FY19 - 1100-2810-53260
- Add'l Information

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

**DECISION MEMO REQUIRED**
- Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- 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>
</tr>
</thead>
<tbody>
<tr>
<td>mafi</td>
<td>10/17/18</td>
<td></td>
<td>10/23/18</td>
<td></td>
<td>10/18/18</td>
</tr>
</tbody>
</table>

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>fem</td>
<td>10/26/18</td>
<td></td>
<td>10/26/18</td>
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</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>(Decision Memos Over $25,000)</td>
<td>10-30-18</td>
<td>(Decision Memos Over $25,000)</td>
<td>10-30-18</td>
</tr>
</tbody>
</table>

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER

Rev 1.8
Packet Pg. 230
## Purchase Requisition

**Date:** Oct 17, 2018

**MinuteTraq (IQM2) ID #:** 13765

**Department RFP, Bid or Quote #:**

### Send Purchase Order To:

| Vendor: Cellco Partnership dba Verizon Wireless | Vendor #: 10597 |
| Attn: Anthony Durpetti | Email: Anthony.Durpetti@verizonwireless.com |
| Address: One Verizon Way |
| City: Schaumburg | State: IL | Zip: 60173 |
| Phone: 630-800-0768 |

### Send Invoices To:

| Dept: Information Technology | Division: |
| Attn: Sarah Godzicki | Email: sarah.godzicki@dupageco.org |
| Address: 421 N. County Farm Road | Room: |
| City: Wheaton | State: IL | Zip: 60187 |
| Phone: 630-407-5000 | Fax: 630-407-5001 |

### Send Payments To:

| Vendor: Cellco Partnership dba Verizon Wireless | Vendor #: 10597 |
| Attn: | |
| Address: PO Box 25505 |
| City: Lehigh Valley | State: PA | Zip: 18002-5502 |
| Phone: |

### Ship To:

| Dept: Information Technology | Division: |
| Attn: Wendi Wagner | Email: wendi.wagner@dupageco.org |
| Address: 421 N. County Farm Road | Room: |
| City: Wheaton | State: IL | Zip: 60187 |
| Phone: 630-407-5000 | Fax: 630-407-5001 |

### Payment Terms

| F.O.B. | PO 20 Delivery Date | Requisitioner |
| Destination |

| Use for | Contract Administrator | Contract Start Date | Contract End Date | Use for |
| PO25 only |
| Dec 1, 2018 | Nov 30, 2019 |

### LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acctg Unit | Acct # | Sub-Accts and/or Activity # | Unit Price | Extension |
<table>
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</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td></td>
<td>Cellular and Wireless Services for the period of 12/1/18 - 11/30/19 Pricing per SOL Contract CMS793372</td>
<td>19</td>
<td>1100</td>
<td>2810</td>
<td>53260</td>
<td></td>
<td>10,695.00</td>
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<td></td>
<td>0.00</td>
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</tr>
</tbody>
</table>

**Requisition Total:** $10,695.00

**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):

Per State of Illinois Master Contract CMS793372P

**User Department Internal Notes** (these comments will NOT appear on the Purchase Order):
**Decision Memo**  
**Procurement Services Division**  
This form is required for all Professional Service Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

<table>
<thead>
<tr>
<th>Requesting Department: Building &amp; Zoning</th>
<th>Department Contact: Marla Flynn</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:Marla.Flynn@dupageco.org">Marla.Flynn@dupageco.org</a></td>
<td>Contact Phone: X6789</td>
</tr>
<tr>
<td>Vendor Name: Cellco Partnership dba Verizon Wireless</td>
<td>Vendor #: 10597</td>
</tr>
</tbody>
</table>

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

Approval of the contract for wireless services including basic cellular voice, smart phones, wireless data and push to talk. Replace, upgrade and obtain new wireless equipment and accessories as needed from 12/1/2018 through 11/30/2019 for a contract total of $10,695.

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

Contract with Verizon Wireless is for cellular/wireless services necessary for the day to day operations of the Building & Zoning staff.

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

The ability to use cellular/wireless services for communication is essential in order for staff to communicate with each other as well as the general public to provide service to County residents.

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

State of Illinois Master Contract #CMS793372P

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

Staff recommends the County to approve this contract with Verizon Wireless to ensure having cellular/wireless services. This contract gives Building & Zoning the flexibility to obtain cellular/wireless services which is of the utmost importance in order to ensure good communication throughout the Department.

**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.

Funds are available: FY19 - $10,695.00 - 1100-2820-53260
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 officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

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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 reviewed, understand, and agree to these requirements.

Authorized Signature

Printed Name

Title

Date

Attach additional sheets if necessary. Sign each sheet and number each page. Page __ of ___ (total number of pages)
**HOV Services Price Quotation for DuPage County Economic and Development ZONING DOCUMENTS**

Item Description Pick-Up/Delivery - One Way Regular Sized Doc per Image Drawing Size Doc per Image Patch Sheets, DVD Master, Duplication DVD and Destruction.

*Current Pricing thru end of 2018*

<table>
<thead>
<tr>
<th>Description</th>
<th>Item Cost</th>
<th>Item Qty.</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pick-Up/Delivery - One Way</td>
<td>$273.00</td>
<td>Round Trip</td>
<td>$273.00</td>
</tr>
<tr>
<td>Regular Sized Doc per Image with Some Color</td>
<td>$0.054</td>
<td>44,000</td>
<td>$2,376.00</td>
</tr>
<tr>
<td>Drawing Size Doc per Image with Some Color</td>
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<td>4,800</td>
<td>5,280.00</td>
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<tr>
<td>Patch Sheets (estimated) two per folder for drawings and Color Toggle sheets</td>
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<td>35.00</td>
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<tr>
<td>Duplication DVD</td>
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<td>Destruction (per pound)</td>
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<tr>
<td>*Document Preparation</td>
<td>$30.00</td>
<td>80</td>
<td>2,400.00</td>
</tr>
<tr>
<td><strong>Estimated Total:</strong></td>
<td></td>
<td></td>
<td><strong>$10,595.00</strong></td>
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</table>

*Pricing January 1, 2019 (3% Increase)*

<table>
<thead>
<tr>
<th>Description</th>
<th>Item Cost</th>
<th>Item Qty.</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pick-Up/Delivery - One Way</td>
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<td>Round Trip</td>
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<td>Regular Sized Doc per Image with Some Color</td>
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<tr>
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<td>$1.14</td>
<td>4,800</td>
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<tr>
<td>Patch Sheets (estimated) two per folder for drawings and Color Toggle sheets</td>
<td>$0.038</td>
<td>3,400</td>
<td>129.20</td>
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<td>DVD Master</td>
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<tr>
<td>Duplication DVD</td>
<td>$25.75</td>
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<td>Destruction (per pound)</td>
<td>$0.066</td>
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<td><strong>Estimated Total:</strong></td>
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<td></td>
<td><strong>$10,957.59</strong></td>
</tr>
</tbody>
</table>

*Please Note: This is just an estimate and actual volumes will vary.*
*Document prep will be needed to insert bar codes and remove and unfold large format drawings.

Paper will be kept onsite for 30 days after delivered final product. For boxes onsite after 31 plus days will be charged at $5.00 per box per month, until approved destruction.
**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: HOV Services Inc</th>
<th>Vendor #: 12100</th>
<th>Contract Term: 12/1/18 - 11/30/19</th>
<th>Contract Total: $12,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Building &amp; Zoning</td>
<td>Contact: Marla Flynn</td>
<td>Phone: x6789</td>
<td>Assigned Committee: Development</td>
</tr>
</tbody>
</table>

**Description of Procurement/Scope of Work/Background:** Professional Scanning Services of Building & Zoning permit files. The contract allows for digital scanning, DVD format access compatible with existing equipment, off-site archiving of back-up files and destruction of paper files.

**Reason for Procurement:** To perform scanning of one-year of Building & Zoning permit files.

**FUNDING SOURCE**
- Procurement budgeted for (FY and budget code(s)): FY19 1100-2810-53090
- 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(S) (attach Sole Source Justification form)
- PER 55 ILCS 5/5-1022 ‘Competitive Bids’ (d) IT/Telecom purchases under $35,000.00
- PER 55 ILCS 5/5-1022 ‘Competitive Bids’ (c) not suitable for competitive bidding. Explain below:

**DECISION MEMO REQUIRED**
- Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- EXPLANATION OF REQUEST FOR PROPOSAL RFP # ____________________ (include Evaluation Summary if applicable)
- RENEWAL OF RFP # ____________________
- PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 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>Oct 17, 2018</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maro</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**REVIEWS BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>10-26-18</th>
<th>Procurement Officer</th>
<th>11-2-18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maro</td>
<td></td>
<td></td>
<td></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></td>
<td>(Decision Memos Over $25,000)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date Prepared</th>
<th>Date Recommended for Approval</th>
<th>IT Approval, if required</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oct 17, 2018</td>
<td>10/29/18</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**ATTACHMENTS:**
- HOV - Checklist (2018-261 : HOV Services FY19)
- HOV Services FY19 Checklist
# Purchase Requisition
## Procurement Services Division

### Send Purchase Order To:
<table>
<thead>
<tr>
<th>Vendor: HOV Services Inc</th>
<th>Vendor #: 12100-P1</th>
<th>Dept: Building &amp; Zoning</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: John Lancaster</td>
<td>Email: <a href="mailto:john.lancaster@sourceHOV.com">john.lancaster@sourceHOV.com</a></td>
<td>Attn: Marla Flynn Email: <a href="mailto:marla.flynn@dupageco.org">marla.flynn@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 1000 S Perimeter Rd</td>
<td>Address: 421 N County Farm Rd</td>
<td>Room:</td>
</tr>
<tr>
<td>Phone: 309-825-1991 Fax:</td>
<td>Phone: 630-407-6789 Fax: 630-407-6702</td>
<td></td>
</tr>
</tbody>
</table>

### Send Invoices To:
<table>
<thead>
<tr>
<th>Vendor: HOV Services Inc</th>
<th>Vendor #: 12100-P1</th>
<th>Dept:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn:</td>
<td>Email:</td>
<td></td>
</tr>
<tr>
<td>Address: PO Box 142589, Drawer #9092</td>
<td>Address:</td>
<td>Room:</td>
</tr>
<tr>
<td>City: Irving State: TX Zip: 75014-2589</td>
<td>City: State: IL Zip:</td>
<td></td>
</tr>
<tr>
<td>Phone:</td>
<td>Fax:</td>
<td></td>
</tr>
</tbody>
</table>

### Send Payments To:
<table>
<thead>
<tr>
<th>Vendor: HOV Services Inc</th>
<th>Vendor #: 12100-R04</th>
<th>Dept:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn:</td>
<td>Email:</td>
<td></td>
</tr>
<tr>
<td>Address: PO Box 142589, Drawer #9092</td>
<td>Address:</td>
<td>Room:</td>
</tr>
<tr>
<td>City: Irving State: TX Zip: 75014-2589</td>
<td>City: State: IL Zip:</td>
<td></td>
</tr>
<tr>
<td>Phone:</td>
<td>Fax:</td>
<td></td>
</tr>
</tbody>
</table>

### Ship To:
<table>
<thead>
<tr>
<th>Vendor: HOV Services Inc</th>
<th>Vendor #: 12100-R04</th>
<th>Dept:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn:</td>
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<tr>
<td>Address: PO Box 142589, Drawer #9092</td>
<td>Address:</td>
<td>Room:</td>
</tr>
<tr>
<td>City: Irving State: TX Zip: 75014-2589</td>
<td>City: State: IL Zip:</td>
<td></td>
</tr>
<tr>
<td>Phone:</td>
<td>Fax:</td>
<td></td>
</tr>
</tbody>
</table>

### Item Detail

<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>Professional scanning services for one (1) year of Building &amp; Zoning permit files, per 2019 price estimate attached.</td>
<td>19</td>
<td>1100</td>
<td>2810</td>
<td>53090</td>
<td></td>
<td>12,000.00</td>
<td>12,000.00</td>
<td></td>
</tr>
</tbody>
</table>

### Requisition Total

$12,000.00

### Header Comments

This contract allows for digital scanning, DVD format access compatible with existing equipment, off-site archiving of back-up files and destruction of paper files.

### 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.

--

Development Committee 11/6/2018

---

**FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER**
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/](http://www.dupageco.org/CountyBoard/Policies/)

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

Authorized Signature: [Redacted]

Printed Name: Suresh Yannamani

Title: President

Date: 09/20/2018

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

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

Vendor: 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

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:

☑ Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
☐ Under Government Joint Purchasing Act (30ILCS525) select one below

☐ 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)

dtk
Prepared By: Recom
Date: Oct 15, 2018
Recommended for Approval Date: 10/24/18
It Approval, if required Date: 10/25/18

REVIEWED BY (Initials Only)

Buyer: P.L.
Date: 10-30-18

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

Procurment Officer
Date: 10-30-18

Chairman's Office
(Decision Memos Over $25,000)
Date: 10-30-18

Rev 1.8

<table>
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<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>
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<td>EA</td>
<td></td>
<td>Cellular and Wireless Services</td>
<td>1200</td>
<td>2000</td>
<td>53260</td>
<td></td>
<td></td>
<td>13,750.00</td>
<td></td>
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**Requisition Total** $ 13,750.00

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

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

Per State of Illinois Master Contract CMS793372P

**User Department Internal Notes** (these comments will NOT appear on the Purchase Order):
Decision Memo
Procurement Services Division
This form is required for all Professional Service Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

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

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

Company Name: Verizon Wireless
Company Contact: Alice Engle
Contact Phone: 217-836-9229
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 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 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>
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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.

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- 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</td>
<td>Email: <a href="mailto:alice.ingle@verizonwireless.com">alice.ingle@verizonwireless.com</a></td>
</tr>
<tr>
<td>Contracts</td>
<td></td>
</tr>
<tr>
<td>Date: September 22, 2016</td>
<td></td>
</tr>
</tbody>
</table>

### STATE OF ILLINOIS
<table>
<thead>
<tr>
<th>Procuring Agency or University: Department of Central Management Services</th>
<th>Phone: 217-782-2141</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Fax: 217-524-1880</td>
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<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 Veille, Assistant Director</td>
</tr>
<tr>
<td>Official's Title: Director</td>
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</tr>
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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 DolT.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 Vendors 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 not more than 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 weekend 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**: 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>

State of Illinois Chief Procurement Office
Contract
V. 15.2
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 (DIT) 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 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](http://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 Loccisano
Title: Executive Director - Enterprise & Government Contracts
Date: December 22, 2016

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, offerers, 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:

☐ Vendor is not required to register as a business entity with the State Board of Elections.

or

☒ 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.

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.
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 its 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 LOI’s 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: Celico Partnership dba Verizon Wireless
BEP/VSB Compliance Contact: Monya Emery

Address: 
City: Broadview State: IL Zip Code: 60155-4725
Telephone: (708) 343-6833 Fax: (708) 343-5061 Email: bernard.williams@fidelityprint.com

Name of Certified BEP or VSB Vendor: Fidelity Print Communications
Address: 2829 S. 18TH Avenue

BEP/VSB Compliance Contact: Cathryn D. Williams

City: State: Zip Code: 60155-4725
Telephone: Fax: Email: 

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 BEP VSB Vendor will perform the scope of work for the amount/percentage as indicated above.

Celico Partnership dba Verizon Wireless Vendor (Company Name and D/B/A):
Signature on file
Signature
Print Name: Todd Locelsano
Title: Executive Director - Enterprise & Government Contracts
Date: 1/13/2016

State of Illinois Letter of Intent u.14.1

Certified BEP/VSB Vendor (Company Name and D/B/A):
Signature on file
Signature
Print Name: Bernard Williams
Title: Vice-President
Date: 01/11/2016
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  BEP/VSB Compliance Contact: Charles Harrell II

Address: 505 N. Lake Shore Drive, Suite 217  
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.

Cellco Partnership dba Verizon Wireless

Vendor (Company Name) and D/B/A: 

Signature on file

Signature

Print Name: Todd Lecisano

Title: Executive Director - Enterprise & Government Contracts

Date: 1/20/2016

Certified BEP/VSB Vendor (Company Name and D/B/A): The IT Architect Corp. DBA Information Technology

Signature

Print Name: Charles Harrell II

Title: President

Date: 01/10/2016

State of Illinois
Letter of Intent v.14.1
State of Illinois Pricing Catalog

Monthly Access Fee Discount on Commercially Eligible Calling Plans and Commercially Eligible Data Features

<table>
<thead>
<tr>
<th>21%</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>25% (discount applies to eligible accessories)</th>
</tr>
</thead>
</table>

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 Subscribers activating new lines of service or porting in lines from another carrier are not eligible to receive this Transition Credit Offer.

**This offer will become effective on the Effective Date of any resulting Agreement ("Effective Date")**

### $150.00 Transition Credit: Smartphone Devices

**Transition Credit Requirements**: Smartphone

- This offer is contingent upon Customer’s Eligible Subscriber Lines: a.) migrating an existing Smartphone line of service to the pricing contained herein during the Promo Period and b.) 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 c) 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.

### $50.00 Transition Credit: Tablet, Mobile Broadband ("MBB"), or Basic Device

**Transition Credit Requirements**: Tablet, Mobile Broadband ("MBB"), or Basic Device.

- This offer is contingent upon Customer’s Eligible Subscriber Lines: a.) migrating an existing Mobile Broadband, Tablet or Basic line of service to the pricing contained herein during the Promo Period, and b.) 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**

<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>

**The State of Illinois Regional Flat Rate Calling Plan is not eligible for monthly access fee discounts.**

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**

<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>

**The State of Illinois Nationwide Flat Rate Calling Plan is not eligible for monthly access fee discounts.**

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</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><strong>Monthly Access Fee (Non-share)</strong></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><strong>Monthly Access Fee (Share)</strong></td>
<td>$15.99</td>
<td>$23.99</td>
<td>$28.69</td>
<td>$30.38</td>
<td>$43.55</td>
<td>$55.70</td>
</tr>
<tr>
<td><strong>Monthly Anytime Voice Minutes</strong></td>
<td>0</td>
<td>100</td>
<td>200</td>
<td>400</td>
<td>600</td>
<td>1000</td>
</tr>
<tr>
<td><strong>Friends &amp; Family for Government</strong></td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Unlimited Domestic Push To Talk Plus</strong></td>
<td>$10.00</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Domestic Voice Overage Rate</strong></td>
<td>$0.25 per minute</td>
<td>$0.25 per minute</td>
<td>$0.25 per minute</td>
<td>$0.25 per minute</td>
<td>$0.25 per minute</td>
<td>$0.25 per minute</td>
</tr>
<tr>
<td><strong>Domestic Mobile to Mobile</strong></td>
<td>Unlimited</td>
<td>Unlimited</td>
<td>Unlimited</td>
<td>Unlimited</td>
<td>Unlimited</td>
<td>Unlimited</td>
</tr>
<tr>
<td><strong>Domestic Night &amp; Weekend Minutes</strong></td>
<td>Unlimited</td>
<td>Unlimited</td>
<td>Unlimited</td>
<td>Unlimited</td>
<td>Unlimited</td>
<td>Unlimited</td>
</tr>
<tr>
<td><strong>Domestic Long Distance</strong></td>
<td>Included</td>
<td>Included</td>
<td>Included</td>
<td>Included</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td><strong>Data Sent or Received</strong></td>
<td>$1.99/MB or per data package</td>
<td>$1.99/MB or per data package</td>
<td>$1.99/MB or per data package</td>
<td>$1.99/MB or per data package</td>
<td>$1.99/MB or per data package</td>
<td>$1.99/MB or per data package</td>
</tr>
<tr>
<td><strong>Domestic Text, Picture and Video Messages</strong></td>
<td>100 Included</td>
<td>100 Included</td>
<td>100 Included</td>
<td>100 Included</td>
<td>100 Included</td>
<td>100 Included</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. 1The $15.99 zero minute plan can only be up to 50% of an accounts total share lines. 2Smartphones 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><strong>Monthly Access Fee</strong></td>
<td>$15.00</td>
</tr>
<tr>
<td><strong>Monthly Anytime Voice Minutes</strong></td>
<td>0</td>
</tr>
<tr>
<td><strong>Push to Talk Plus</strong></td>
<td>Unlimited</td>
</tr>
<tr>
<td><strong>Data Sent or Received</strong></td>
<td>$1.99/MB or per data package</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. 1Subscribers 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. 2Smartphones 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>Gross Monthly Access Fee</th>
<th>Basic Phones</th>
<th>Smartphones</th>
</tr>
</thead>
<tbody>
<tr>
<td>$35.00</td>
<td>$50.00</td>
<td>$60.00</td>
</tr>
<tr>
<td>$70.00</td>
<td>$80.00</td>
<td>$90.00</td>
</tr>
<tr>
<td>$100.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Monthly Access Fee discount applied</th>
<th>Basic Phones</th>
<th>Smartphones</th>
</tr>
</thead>
<tbody>
<tr>
<td>$27.65</td>
<td>$39.50</td>
<td>$47.40</td>
</tr>
<tr>
<td>$55.30</td>
<td>$63.20</td>
<td>$71.10</td>
</tr>
<tr>
<td>$79.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Shared Data Allowance</th>
<th>Basic Phones</th>
<th>Smartphones</th>
</tr>
</thead>
<tbody>
<tr>
<td>100 MB</td>
<td>1 GB</td>
<td>2 GB</td>
</tr>
<tr>
<td>4 GB</td>
<td>6 GB</td>
<td>8 GB</td>
</tr>
<tr>
<td>10 GB</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Data Overage Rate</th>
<th>Basic Phones</th>
<th>Smartphones</th>
</tr>
</thead>
<tbody>
<tr>
<td>$10.00 per GB</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mobile Hotspot</th>
<th>Basic Phones</th>
<th>Smartphones</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
<td>Included</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Monthly Anytime Minutes</th>
<th>Basic Phones</th>
<th>Smartphones</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unlimited</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Messaging Allowance</th>
<th>Basic Phones</th>
<th>Smartphones</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unlimited</td>
<td></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 services 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.

**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.

---

### 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>Gross Monthly Access Fee</th>
<th>Connected Devices, Tablets, Netbooks, Notebooks</th>
</tr>
</thead>
<tbody>
<tr>
<td>$20.00</td>
<td>$35.00</td>
</tr>
<tr>
<td>$35.00</td>
<td>$40.00</td>
</tr>
<tr>
<td>$50.00</td>
<td>$55.00</td>
</tr>
<tr>
<td>$60.00</td>
<td>$70.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Monthly Access Fee discount applied</th>
<th>Connected Devices, Tablets, Netbooks, Notebooks, Jetpacks, USBs, Mobile Broadband Devices</th>
</tr>
</thead>
<tbody>
<tr>
<td>$20.00</td>
<td>$27.65</td>
</tr>
<tr>
<td>$31.60</td>
<td>$39.50</td>
</tr>
<tr>
<td>$47.40</td>
<td>$55.30</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Shared Data Allowance</th>
<th>Connected Devices, Tablets, Netbooks, Notebooks, Jetpacks, USBs, Mobile Broadband Devices</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 GB</td>
<td>2 GB</td>
</tr>
<tr>
<td>4 GB</td>
<td>6 GB</td>
</tr>
<tr>
<td>8 GB</td>
<td>10 GB</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Data Overage Rate</th>
<th>Connected Devices, Tablets, Netbooks, Notebooks, Jetpacks, USBs, Mobile Broadband Devices</th>
</tr>
</thead>
<tbody>
<tr>
<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 Basic and Smartphones 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.

### One Talk Solution: Desk Phone/Mobile Client

<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>

### One Talk Solution: Auto Receptionist (AR) / Hunt Group (HG)

Each One Talk solution includes one (1) Auto Receptionist and one (1) Hunt Group at no cost per Customer.

<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 AR/HG Price Plan (100 MB Data)</td>
<td>$10.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>One Talk AR/HG Feature</td>
<td>$10.00</td>
<td>$10.00</td>
</tr>
<tr>
<td>One Talk AR/HG 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.

<table>
<thead>
<tr>
<th>Primary One Talk MDN Device</th>
<th>Desk Phone¹</th>
<th>Mobile Client²</th>
<th>Auto Receptionist/Hunt Group</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional devices per MDN:</td>
<td>$0.00 for additional devices excluding Smartphone devices with One Talk Dialer client</td>
<td>$0.00 for additional devices excluding Smartphone devices with One Talk Dialer client</td>
<td>N/A</td>
</tr>
<tr>
<td>Monthly Access</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

¹Once a number is provisioned into an Auto Receptionist or Hunt Group, the phone number cannot be moved to a different One Talk device (i.e., desk phone or Smartphone).

²Notes: 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. One (1) additional Desk Phone can be added as an additional device per MDN. Mobile 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.
## 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></td>
<td></td>
</tr>
<tr>
<td>Friends &amp; Family (up to 10 numbers)</td>
<td></td>
<td>600</td>
<td></td>
</tr>
<tr>
<td>Unlimited Domestic Push To Talk Plus</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Domestic Mobile to Mobile</td>
<td></td>
<td>$0.25 per minute</td>
<td></td>
</tr>
<tr>
<td>Domestic Night &amp; Weekend Minutes</td>
<td></td>
<td>Unlimited</td>
<td></td>
</tr>
<tr>
<td>Domestic Long Distance</td>
<td></td>
<td>Unlimited</td>
<td></td>
</tr>
<tr>
<td>Domestic Data Allowance</td>
<td></td>
<td>Unlimited*</td>
<td></td>
</tr>
<tr>
<td>Mobile Hotspot</td>
<td></td>
<td>$10.00 per line</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.

<table>
<thead>
<tr>
<th>Discounted Monthly Access Fee</th>
<th>$35.99</th>
</tr>
</thead>
<tbody>
<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.
### Custom State of Illinois 3G/4G Smartphone Feature for Government Subscribers

The feature below reflects the monthly access fee discount. No additional discounts apply.

<table>
<thead>
<tr>
<th>Feature</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly Access Fee</td>
<td>$35.54</td>
</tr>
<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](http://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.*

---

### Custom State of Illinois 3G/4G Smartphone Feature for Government Subscribers

The feature below reflects the monthly access fee discount. No additional discounts apply.

<table>
<thead>
<tr>
<th>Feature</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly Access Fee</td>
<td>$23.69</td>
</tr>
<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](http://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>Friends &amp; Family (up to 10 numbers)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unlimited Domestic Push To Talk Plus</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Voice Overage Rate</td>
<td>$0.25 per minute</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Domestic Mobile to Mobile</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Domestic Night &amp; Weekend Minutes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Domestic Long Distance</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Domestic Data Allowance</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>International Data Allowance</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Domestic Messaging</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). 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.  
- Mobile Hotspot is not available with this plan.

#### 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 Allowance</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.

1. In 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.

2. 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 |
|-------------------------------------------------|-------------------------------------------------|-------------------------------------------------|
| Monthly Access Fee                              | $35.99                                          | Domestic Monthly Data Allowance*                |
| Domestic Monthly Data Allowance*                | Unlimted                                        | Domestic Per Minute Rate¹                      |
| Domestic Per Minute Rate¹                        | $0.25 per minute                               | Domestic Long Distance                         |
| Domestic Long Distance                           | Included                                        | 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. ¹Per 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 |
|-------------------------------------------------|-------------------------------------------------|-------------------------------------------------|
| Monthly Access Fee                              | $19.75                                          | Domestic Monthly Data Allowance*                |
| Domestic Monthly Data Allowance*                | 20 MB                                           | Domestic Per Minute Rate¹                      |
| Domestic Per Minute Rate¹                        | $0.25 per minute                               | Domestic Long Distance                         |
| Domestic Long Distance                           | $0.25 Per MB                                    | $0.10 Per MB                                   |
| 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. ¹Per 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.

<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>5 GB</td>
<td>10 GB</td>
<td>20 GB</td>
</tr>
<tr>
<td>Overage Per Gigabyte</td>
<td>$0.00 Per GB</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 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 SharePlan 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>Monthly Access Fee</th>
<th>$25.00</th>
</tr>
</thead>
<tbody>
<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. 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 (For Public Safety/First Responders Only as defined below)*</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
- 922160 Fire Protection
- 922190 Other Justice, Public Order, and Safety Activities
- 928110 National Security
- 922150 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 provision 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 SNPP, 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 glamorizes 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 GUARANTEES 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](http://www.verizonwireless.com) for information.

### International Roaming

<table>
<thead>
<tr>
<th>Rates are available at <a href="http://www.verizonwireless.com">www.VerizonWireless.com</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>Global Phone</td>
</tr>
<tr>
<td>Main Office Connection</td>
</tr>
<tr>
<td>Basic Voice Mail</td>
</tr>
<tr>
<td>iPhone Voice Virtual Voice Mail</td>
</tr>
<tr>
<td>Voice Mail to Text for iPhone</td>
</tr>
<tr>
<td>Basic Virtual Voice Mail</td>
</tr>
<tr>
<td>Premium Virtual Voice Mail</td>
</tr>
<tr>
<td>Mobile Hotspot</td>
</tr>
<tr>
<td>Detailed Billing</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](http://www.verizonwireless.com) for information. 1The Push to Talk Plus Feature is available when combined with any calling plan with a monthly access fee of $19.99 or higher. 2Not eligible for any monthly access fee discounts. 3Government 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 217-524-4403 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. 4Please note that Voice Mail services may change with 30 days prior notice. 5Data usage will apply. 6Mobile Hotspot is only available on eligible plans as noted above.
### Wireless Priority Service (WPS) Access

<table>
<thead>
<tr>
<th>Service</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 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 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

Verizon MDM is not eligible for the monthly access charge discount. No additional discounts apply.

<table>
<thead>
<tr>
<th>Verizon MDM 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</td>
</tr>
<tr>
<td>OR</td>
<td>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>Field Force Manager Feature (Data plan required)</th>
<th>Field Force Manager Plan Feature Phone (Data plan NOT required)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Feature Phone</td>
<td>Smartphone</td>
</tr>
<tr>
<td>Monthly Access Charge - Limited</td>
<td>$19.99 per user</td>
</tr>
<tr>
<td>Monthly Access Charge - Basic</td>
<td>$23.69 per user</td>
</tr>
<tr>
<td>Monthly Access Charge - Pro</td>
<td>$39.49 per user</td>
</tr>
<tr>
<td>Push to Talk Plus/FFM Basic Bundle</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: MlCore Silver Annual Per Device</td>
<td>$3.00</td>
<td>MlCore 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: MlCore Gold Annual Per Device</td>
<td>$4.50</td>
<td>MlCore 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: MlCore Platinum Annual Per Device</td>
<td>$5.63</td>
<td>MlCore 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 Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apple DEP</td>
<td>Supports Apple DEP (for iOS devices)</td>
<td><img src="Silver" alt="Y" /> <img src="Gold" alt="Y" /> <img src="Platinum" alt="Y" /></td>
</tr>
<tr>
<td>Android for Work</td>
<td>Supports AFW (on AFW enabled devices)</td>
<td><img src="Silver" alt="X" /> <img src="Gold" alt="Y" /> <img src="Platinum" alt="Y" /></td>
</tr>
<tr>
<td>Samsung KNOX</td>
<td>Integrates with Samsung KNOX (KNOX sold separately)</td>
<td><img src="Silver" alt="X" /> <img src="Gold" alt="Y" /> <img src="Platinum" alt="Y" /></td>
</tr>
<tr>
<td>Email Access</td>
<td>Secure Active Sync (all bundles) Divide PM (Gold/Platinum bundles for additional fee)</td>
<td><img src="Silver" alt="Y" /> <img src="Gold" alt="Y" /> <img src="Platinum" alt="Y" /></td>
</tr>
<tr>
<td>Secure Enterprise Gateway (Sentry)</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><img src="Silver" alt="Y" /> <img src="Gold" alt="Y" /> <img src="Platinum" alt="Y" /></td>
</tr>
<tr>
<td>Apps@Work</td>
<td>Enterprise App Store Basic Container</td>
<td><img src="Silver" alt="Y" /> <img src="Gold" alt="Y" /> <img src="Platinum" alt="Y" /></td>
</tr>
<tr>
<td>Content Catalog</td>
<td>Secure Doc catalog and publishing (basic content repository) 25 files/2MB each 50 files/25MB each</td>
<td><img src="Silver" alt="Y" /> <img src="Gold" alt="Y" /> <img src="Platinum" alt="Y" /></td>
</tr>
<tr>
<td>Docs@Work</td>
<td>Access, annotate and share documents from email, and on-premise management repositories</td>
<td><img src="Silver" alt="X" /> <img src="Gold" alt="Y" /> <img src="Platinum" alt="Y" /></td>
</tr>
<tr>
<td>AppConnect</td>
<td>Containerization of Application at Rest App wrapping AppConnect ecosystem (3rd Party applications already compatible with MobileIron container)</td>
<td><img src="Silver" alt="X" /> <img src="Gold" alt="Y" /> <img src="Platinum" alt="Y" /></td>
</tr>
<tr>
<td>Web@Work</td>
<td>Secure Browser Secure data in motion No VPN required</td>
<td><img src="Silver" alt="X" /> <img src="Gold" alt="Y" /> <img src="Platinum" alt="Y" /></td>
</tr>
<tr>
<td>Tunnel</td>
<td>iOS per App VPN native functionality</td>
<td><img src="Silver" alt="X" /> <img src="Gold" alt="X" /> <img src="Platinum" alt="Y" /></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><img src="Silver" alt="X" /> <img src="Gold" alt="X" /> <img src="Platinum" alt="Y" /></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><img src="Silver" alt="X" /> <img src="Gold" alt="X" /> <img src="Platinum" alt="Y" /></td>
</tr>
</tbody>
</table>
Service Connect Integrations | ServiceNow integration to streamline IT workflows  |  
| |  | X | X | ✓ |

**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 based on a minimum order commitment of at least 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>
</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>$80.00</td>
</tr>
<tr>
<td>5500-Diagnostics + GPS</td>
<td>$80.00</td>
</tr>
<tr>
<td>10GHDVD-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 Description</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 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>$50.00</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>$65.00</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>$20.00</td>
</tr>
<tr>
<td>PARTS065</td>
<td>Asset Guard EX Replacement Battery (1)</td>
<td>$75.00</td>
</tr>
<tr>
<td>Item Number</td>
<td>Installation Type</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-TRANSFER-UNIT</td>
<td>Device Transfer</td>
<td>$65.00</td>
</tr>
<tr>
<td>I-TRANSFER-UNIT</td>
<td>Device Transfer</td>
<td>$65.00</td>
</tr>
<tr>
<td>I-TRANSFER-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>
### 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>$1.00</td>
<td></td>
<td></td>
<td></td>
<td></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></td>
<td>$0.015</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 customers 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 with Fixed End System (FES) [Internet Restricted]

The Account Set-Up Fees below reflect any applicable discount. No additional discounts apply.

### Mobile Broadband and National Access plans or features only

<table>
<thead>
<tr>
<th>Configuration</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Account FES Connect Set-Up (One time fee)</td>
<td>$1500.00</td>
</tr>
<tr>
<td>Per Account Level Set-Up (One time fee)</td>
<td></td>
</tr>
<tr>
<td>Private Network Only</td>
<td>Private Network with DMNR</td>
</tr>
<tr>
<td>Waived</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
- 922190 Other Justice, Public Order, and Safety Activities
- 928110 National Security
- 922160 Fire Protection
- 922170 Security Guards and Related Services

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’s 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.

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>Government Subscribers - $9.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anytime Minutes*</td>
<td>0</td>
</tr>
<tr>
<td>Per Minute Rate*</td>
<td>$0.06</td>
</tr>
<tr>
<td>Domestic Long Distance</td>
<td>Included</td>
</tr>
<tr>
<td>Mobile to Mobile Calling Minutes</td>
<td>Unlimited</td>
</tr>
<tr>
<td>Night and Weekend Minutes</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: Grandfathered Pricing does not apply to CMS government subscribers lines that have migrated to the current pricing under this contract.
Plans and Associated Charges: Billing, shipping and end-user address must be within an area where Verizon Wireless is licensed and provides service. Charges for calls will be based on the cell sites used, which may be outside the calling plan coverage area even when the subscriber is physically within the coverage area. Time of the call is based on the telephone switching office that carries the call, which may be different from the time of day shown on subscriber's phone. Unused monthly minutes and/ or Megabytes are lost. On outgoing calls, charges start when subscriber presses SEND or the call connects to a network and on incoming calls, when the call connects to a network (which may be before it rings). A call may end several seconds after subscriber presses END or the call disconnects. Calls made on the Verizon Wireless network are only billed if they connect (which includes calls answered by machines). Billing for airtime and related charges may sometimes be delayed. Calls to “911” and certain other emergency services are toll-free and airtime-free. Airtime may be charged when dialing toll-free numbers.

Price Plan Changes: When charging calling plans/features, depending upon the calling plan/feature selected, changes may be:

- Backdated to the beginning of the billing cycle;
- Future dated to the beginning of the next billing cycle, or
- Made effective that day and therefore prorated based on the number of days the service is provided, rather than billing for the entire bill cycle.

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 bill cycle. System logic restricts backdating in the following scenarios: moving down to a plan with lower 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 minutes per month with the share option can add up to ten (10) Friends & Family numbers. Only calls from Nationwide Coverage Area to designated domestic landline or wireless numbers (excluding Directory Assistance, 900 numbers, or customer’s own wireless or Voicemail access numbers) may be added; all qualifying lines on an account share the same Friends & Family numbers, up to account’s eligibility limits; My Verizon, My Business Account or Verizon Enterprise Center is required to set up and manage Friends & Family numbers.

Mobile to Mobile Calling: Mobile to Mobile Calling minutes apply when making calls directly to or receiving calls from another Verizon Wireless subscriber or within the Nationwide Rate and Coverage area. Mobile to Mobile calls must originate and terminate while both Verizon Wireless subscribers are within the Mobile to Mobile calling area. Mobile to Mobile Calling is not available (i) with fixed wireless devices with usage substantially from a single cell site, (ii) for data usage including Picture or Video Messaging (iii) if Call Forwarding or No Answer/Busy Transfer features are activated, (iv) for calls to Verizon Wireless customers using any of the global services, (v) for calls to check Voice Mail, (vi) in those areas of Louisiana and Mississippi where the users roaming indicator flashes, (vii) in Canada and Mexico and (viii) to users whose current wireless exchange restricts the delivery of Caller ID And (viii) for incoming calls if Caller ID is not present or Caller ID Block is initiated. Mobile to Mobile Calling minutes will be applied before Anytime Minutes.

Night and Weekend Minutes: Applies to calls made in a calling plan’s rate and coverage area only during the following hours: 12:00 am Saturday through 5:59 am Monday through Friday. If both Night and Weekend and Mobile to Mobile Calling minutes allowances apply to a given call, Mobile to Mobile Calling minutes will apply before Night and Weekend minutes. However, if either allowance is unlimited, the unlimited allowance will always apply first.

Nationwide for Business Share Option: The Share Option is available to businesses with a minimum of five (5) Nationwide for Business lines on the same account with the share option. The Monthly Anytime Minutes of all lines on an account will be aggregated, and then allocated first to the line with the highest anytime minute usage, and then to the line with the next highest usage.

Push to Talk Plus: Push to Talk Plus (PTT+) capable Equipment required. Push to Talk Plus capable Equipment can only be used with a Push to Talk Plus calling plan. Subscribers switch from Push to Talk to Push to Talk Plus Call plan to PTT+. Please note, the calling plan must allow for as many as 250 total participants (total is limited to 50) if interoperating between 3G and 4G participants. Administrators can be designated to manage the Push to Talk contact lists via a single website interface with a single user name/password. Existing Push to Talk Subscriber Equipment may require a software upgrade to use Push to Talk Plus or replacement with a Push to Talk Plus capable device. Push to Talk Plus is only available within the National Enhanced Services Rate and Coverage Area and WiFi access points. There will be a delay from the time a Push to Talk Plus call is initiated until the Push to Talk Plus call is first received by the called party. If an incoming voice call is received while on a Push to Talk Plus call the voice call may be answered and the Push to Talk Plus placed on hold. If an incoming Push to Talk Plus call is received while on a Push to Talk Plus call the PTT call icon can be selected to connect to the Push to Talk Plus call. If the incoming voice call is answered while on a Push to Talk Plus call the voice call may be answered and the Push to Talk call placed on hold. If an incoming Push to Talk Plus call is received while on a Push to Talk Plus call the call will ring on and can be transferred to a PTT call as long as the PTT call has the same account as the Push to Talk call. If the outgoing call is a Push to Talk call, the PTT call can be answered and the Push to Talk call placed on hold. 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.

Verizon Wireless International Long Distance Value Plan: International Eligibility required to call most countries. Value Plan feature is not available on all plans. Rates are subject to change without notice. Standard International Long Distance 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.
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 cell site located in a neighboring country and billed at that carrier'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 $0.05 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-initiate 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/vzweptimization.

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) Intranet 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 with network's 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" 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 "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. [See verizonwireless.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) Intranet 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,
A data session is inactive when no data is being transferred, and may seem inactive while data is actively being transferred to a device, or seem active when actually receiving Service that result from Customer’s device.

M2M Data Plan Terms and Conditions

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 not work in the United States or Canada and Global Data Optional Features subscribers will need a NationalAccess or Mobile Broadband PC card for domestic use. 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 Cards and subscriber must safeguard security codes. Placing your Global Email 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 MB allowance during the same monthly billing period. At the end of each billing cycle any unused KB allowances will be applied to the overages of the 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 Profile 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 bill accounts 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 Lines unused KBs will pass to other sharing M2M Lines that have exceeded their data allowance during the same monthly billing cycle. Unused KBs will be distributed proportionally 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.
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 including, 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/networkfleeVimages/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 their intended purposes and shall comply, and cause its employees and agents to comply with all 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/networkfleeVimages/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 SUBJECT TO ADEQUATE WIRELESS COMMUNICATIONS COVERAGE AND, EVEN IF A VEHICLE IS IN SUCH AREA, THE NETWORKFLEET SERVICE IS SUBJECT TO INTEGRITY, PERFORMANCE, OR AVAILABILITY OF THE NETWORKFLEET SERVICE; AND (g) USE THE NETWORKFLEET SERVICE IN ANY MANNER THAT VIOLATES LOCAL, STATE OR FEDERAL LAWS, REGULATIONS OR ORDERS. (d) CUSTOMER UNDERSTANDS AND AGREES THAT: (i) THE NETWORKFLEET SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AND CUSTOMER AGREES TO USE THE NETWORKFLEET SERVICES AT CUSTOMER’S OWN RISK. (e) CUSTOMER UNDERSTANDS AND AGREES THAT CUSTOMER USES THE NETWORKFLEET SERVICES AT THE DISCRETION OF CUSTOMER AND AT CUSTOMER’S OWN RISK. (f) CUSTOMER UNDERSTANDS AND AGREES THAT CUSTOMER USES THE NETWORKFLEET SERVICES AT CUSTOMER’S OWN RISK. (g) CUSTOMER UNDERSTANDS AND AGREES THAT CUSTOMER USES THE NETWORKFLEET SERVICES AT CUSTOMER’S OWN RISK. (h) CUSTOMER UNDERSTANDS AND AGREES THAT CUSTOMER USES THE NETWORKFLEET SERVICES AT CUSTOMER’S OWN RISK. (i) CUSTOMER UNDERSTANDS AND AGREES THAT CUSTOMER USES THE NETWORKFLEET SERVICES AT CUSTOMER’S OWN RISK.

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 right 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.

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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 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. © 2016 Verizon Wireless All rights reserved.
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### Exhibit 6 – Percentage of Coverage by County

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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.
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B Hardware Terms & Conditions
C EULA International Terms & Conditions (as applicable)
D In-Licensed Materials Terms & Conditions

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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, to view the Software or Documentation, or 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.

END USER LICENSE AGREEMENT (REVISED SEPTEMBER 2014)

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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 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 Indemnitee(s)”) 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 Indemnitee(s) harmless from any settlement of such claim or any damages awarded to such third party as a result of such claim, provided that Customer Indemnitee(s) (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(b) to stop such activity; and/or (dd) Customer’s failure
to use, as soon as practical but within the reasonable time limit set by MobileIron, Upgrades made available by MobileIron if MobileIron 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-MobileIron 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 MobileIron's entire liability, with respect to infringement or violation of third party intellectual property rights.

9. Ownership. All Software is licensed and not sold. MobileIron 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 MobileIron or its Authorized Resellers with respect to the Software shall be MobileIron's property and designated by MobileIron as MobileIron Confidential Information, and Customer hereby assigns the same to MobileIron. There are no implied licenses granted by MobileIron 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 the initial delivery of specific Software to Customer, MobileIron 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 MobileIron and its licensors under this limited warranty will be, at MobileIron'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 MobileIron) 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 MobileIron Hardware from MobileIron 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 MobileIron to Customer hereunder, MobileIron 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. MobileIron's entire liability and Customer's sole and exclusive remedy for any breach of the preceding warranty will be, at MobileIron's option for MobileIron to [i] re-perform the nonconforming services or [ii] refund the fees paid for such non-conforming professional services, provided that, in either case, MobileIron 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 MobileIron.
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 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 regard 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 government 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 THE 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 MIS Appropriation 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 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. Mobilelron shall, at its own expense, comply with all laws, including data privacy and statutory notification laws that are applicable to Mobilelron'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 Mobilelron) in connection with the Customer's use of or access to any Software. The Software can communicate with a gateway hosted by Mobilelron 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 Mobilelron 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 Mobilelron 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 Mobilelron, 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 Mobilelron employees).

h. Publicity. Mobilelron may publicly disclose (orally and in writing) that Customer is a customer of Mobilelron and a licensee of the Software, including in a list of Mobilelron 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 Mobilelron’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 Mobilelron 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: Mobilelron, Inc., 415 East Middlefield Road, Mountain View, CA 94043, Attention: General Counsel. For contractual purposes, Customer consents to receive communications from Mobilelron electronically. With the exception of invoices or other regular communications with regard to payments, notices sent to Customer
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 carrier 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: ____________________________
Signature on file: ____________________________
Printed Name: Deborah Silverman
Title: SVP Sales Operations
Date: August 14, 2015

CUSTOMER: State of Illinois Department of Central Management Services

Signature: ____________________________
Signature on file: ____________________________
Printed Name: Toney Tyrrell
Title: CMS Director
Date: 10/6/15
Support and 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 provide 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 https://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
the applicable Supported Software (i.e., any confirmed failure of the Software to meet the Mobilelron's specifications for such Supported Software described in the relevant Documentation) ("Confirmed Error"). Mobilelron may close the trouble ticket without further responsibility if Customer does not provide requested feedback to Mobilelron 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. Mobilelron is only responsible to provide Customer's Designated Support Contacts (as defined below) with the Support Services described herein. Mobilelron shall be responsible for responding to or troubleshooting a Confirmed Error in the applicable Supported Software, however, Mobilelron shall not be responsible for any errors in any Supported Software that cannot be reproduced by Mobilelron on unmodified Supported Software, or for software, firmware, hardware not supplied by Mobilelron, or for information or memory data contained in, stored on or integrated with any Supported Software or Mobilelron Hardware returned to Mobilelron 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 Mobilelron (or an authorized representative of Mobilelron) shall void Mobilelron'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, Mobilelron is obligated to support 5.5 and to support 5.4 until June 2014). If Mobilelron agrees to respond to or troubleshoot any errors or problems not covered by the terms of this SMS, Mobilelron may perform such work after receiving Customer's instruction to proceed at Mobilelron's then-current standard rates.

II. 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, Mobilelron shall use commercially reasonable efforts to provide Customer the following maintenance services ("Maintenance Services") with respect to the applicable Supported Software: Mobilelron 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 Mobilelron customers that purchased the same Support and Maintenance Services. Customer shall provide Mobilelron access to logs and access to perform remote troubleshooting sessions on the affected server or component, as reasonably requested by Mobilelron, in order for Mobilelron 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 Mobilelron or training purchased by Customer) to serve as primary Customer contacts with Mobilelron 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 Mobilelron. 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 Mobilelron access to the logs and access to perform remote troubleshooting sessions on the affected server or component, as reasonably requested by Mobilelron, in order for Mobilelron 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, Mobilelron becomes aware that a third party supplier terminates use, access to, or interoperability with the In-Licensed Materials, Mobilelron 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 Mobilelron 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. Mobilelron 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 term 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.
Exhibit 7 - MobileIron, Inc. End User License Agreement (EULA)

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 of 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.
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 MobileIron but has been licensed to MobileIron 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 MobileIron’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 
      interoperation with the ServiceConnect Integration. MobileIron shall have no liability for any such discontinuance or 
      disruption.
This is a legal agreement between you and DigitalGlobe, Inc. ("DigitalGlobe"). The aerial, satellite imagery, real estate parcel attribute data provided by DigitalGlobe, and other associated information provided by DigitalGlobe ("Information") are provided by and are the copyrighted property of DigitalGlobe and/or its licensors. By accessing the Information you agree to these terms and DigitalGlobe grants you a non-exclusive, non-transferable license to use the Information, as further set forth below.

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6. DISCLAIMER OF WARRANTY: DIGITALGLOBE AND ITS LICENSORS (INCLUDING THEIR LICENSORS AND SUPPLIERS) DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, OF QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. Some States, Territories and Countries do not allow certain warranty exclusions, so to that extent the above exclusion may not apply to you.

7. INDEMNIFICATION AND DISCLAIMER OF LIABILITY: DIGITALGLOBE AND ITS LICENSORS (INCLUDING THEIR LICENSORS AND SUPPLIERS) SHALL NOT BE LIABLE TO YOU FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OR LOSS OF REVENUE, PROFIT, DATA, OR SAVINGS. EXCEPT FOR DIGITALGLOBE'S INDEMNIFICATION OBLIGATIONS, DIGITALGLOBE SHALL NOT BE LIABLE FOR ANY AMOUNTS GREATER THAN THE AMOUNTS PAID OR PAYABLE BY YOU UNDER THE STATE MASTER CONTRACT, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF DIGITALGLOBE OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some States, Territories and Countries do not allow certain liability exclusions or damages limitations, so to that extent the above may not apply to you.

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 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.