1. CALL TO ORDER

2. ROLL CALL

3. CHAIRMAN'S REMARKS

4. PUBLIC COMMENT

5. APPROVAL OF MINUTES

   A. Technology Committee - Regular Meeting - Tuesday February 27th, 2018

6. ACTION ITEMS

   A. TE-P-0081-18 Recommendation for the approval of a contract purchase order to Bomgar Corporation, for the procurement of Privileged Access Management software, one year of software support and maintenance, and professional services for installation and training, for Information Technology, for a total contract amount of $29,150.00, per 55 ILCS 5/5-1022 "Competitive Bids" (d) IT/Telecom purchases under $35,000.00.

   B. 2018-84 Recommendation for the approval of a contract purchase order to MacKinney Systems, Inc., for software license and maintenance for JES Queue for Printers utility, for Information Technology, for the period of April 1, 2018 through March 31, 2019, for a total contract amount of $7,000.00. Per 55 ILCS 5/5-1022 “Competitive Bids” (c) not suitable for competitive bids – Sole Source. This is a proprietary and copyrighted software that is not sold or marketed by any business partners or third party software vendors.

   C. 2018-85 Recommendation for the approval of a contract purchase order to Siteimprove, Inc., for the annual license fee for web governance services, for Information Technology. This contract covers the period of May 1, 2018 through April 30, 2019, for a contract total amount of $8,362.00. Exempt from bidding per 55 ILCS-1022 ‘Competitive Bids’ (b) IT/Telecom purchases under $35,000.00.

   D. Consent Item -- Amendment to County Contract 285-0001 issued to SNtial Technologies, Inc., to extend the contract through May 1, 2018 in order to pay the final invoice.

7. INFORMATIONAL ITEMS
A. FM-P-0063-18 Recommendation for the approval of a contract purchase order to Graybar Electric Company, Inc., to furnish and deliver electrical, lighting, data & communication, networking and security products, as needed for County facilities, for Facilities Management, Public Works, Information Technology, Stormwater and the Division of Transportation, for the period April 1, 2018 through January 31, 2021, for a total contract amount not to exceed $994,000.00. (Facilities Management $500,000, Public Works $350,000, Information Technology $75,000, Stormwater $24,000 and the Division of Transportation $45,000) Contract pursuit to the Intergovernmental Cooperation Act U.S. Communities Contract #EV-2370

B. SM-P-0065-18 Recommendation for approval of a contract purchase order to Azteca Systems LLC, for Professional Asset Management Software Services for Stormwater Management, for the period through December 31, 2018, for a contract total amount not to exceed $54,000.00, Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108 (1) (b).

8. OLD BUSINESS

9. NEW BUSINESS

10. ADJOURNMENT
1. CALL TO ORDER

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

2. ROLL CALL

PRESENT: Anderson, Berlin, Bucholz, Chaplin (9:00 AM - 9:15 AM), Elliott (9:03 AM - 9:13 AM), Fichtner, Grogan, Henry, Kachiroubas, Krajewski (9:10 AM), Wiley, Zaruba

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.

3. CHAIRMAN'S REMARKS

None.

4. PUBLIC COMMENT

None.

5. APPROVAL OF MINUTES

A. Technology Committee - Regular Meeting - Feb 13, 2018 9:00 AM

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Elizabeth Chaplin, District 2
SECONDER: Paul Fichtner, District 1

6. BUDGET TRANSFERS
A. Budget Transfers -- Budget adjustment of $11,170.00 from 1000-1110-50000 (Regular Salaries) to 1000-1110-53020 (Information Technology Services) $2,118.00; 1000-1110-53250 (Wired Communication Services) $3,768.00; and 1000-1110-53410 (Rental of Machinery & Equipment) $5,284.00 to cover FY17 budget overages.

RESULT: APPROVED [UNANIMOUS]
MOVER: Gwen Henry, Ex-Officio - Treasurer
SECONDER: Elizabeth Chaplin, District 2

7. ACTION ITEMS

A. TE-R-0084-18 RESOLUTION -- Intergovernmental Agreement between the County of DuPage and the Village of Carol Stream for Information Technology server co-location.

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

B. 2018-75 Recommendation for the approval of a contract purchase order to RPI Consultants, LLC, to provide consulting support for Human Resources on the Lawson (ERP) Absence Management System, for Information Technology. This contract covers the period of February 13, 2018 through November 30, 2018, for a contract total amount not to exceed $7,200.00. Exempt from bidding per 55 ILCS 5/5-1022 "Competitive Bids" (d) IT/Telecom purchases under $35,000.00.

RESULT: APPROVED [UNANIMOUS]
MOVER: Janice Anderson, District 5
SECONDER: Paul Fichtner, District 1

C. 2018-76 Recommendation for the approval of a contract purchase order to Advanced Software Products Group, Inc., for self-service password reset for RACF module and three (3) years of maintenance for 3,000 client licenses for ReACT self-service password reset, for Information Technology, for a total contract amount of $20,225.00, per 55 ILCS 5/5-1022 "Competitive Bids" (d) IT/Telecom purchases under $35,000.00.
D. Consent Item -- Change Order to decrease and close Vendor Agreement 1918-0001-SERV, issued to Graybar Electric to furnish and deliver materials needed for the campus VoIP wiring project, for Information Technology.

Member Bucholz moved, seconded by Member Chaplin, to combine and approve items 7D through 7F. All ayes. Motion carried.

RESULT: APPROVED [UNANIMOUS]
MOVER: Chris Kachiroubas, Circuit Court Clerk
SECONDER: Elizabeth Chaplin, District 2

E. Consent Item -- Amendment to County Contract 2193-0001 issued to Emphasys Computer Solutions, to extend the contract through November 30, 2020 and adjust the fiscal year breakdown accordingly.

RESULT: APPROVED [UNANIMOUS]
MOVER: Fred Bucholz, Recorder
SECONDER: Elizabeth Chaplin, District 2

F. Consent Item -- Amendment to County Contract 2817-0001-SERV issued to SWC Technology Partners, Inc., to extend the contract through March 15, 2018.

RESULT: APPROVED [UNANIMOUS]
MOVER: Fred Bucholz, Recorder
SECONDER: Elizabeth Chaplin, District 2

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

A. JPS-P-0053-18 Recommendation for the payment of invoice 141928 to Business IT Source for IBM software subscription and renewal support. This contract covers the period of April 1, 2018 through March 31, 2019 for the Circuit Court Clerk, for a contract total no to exceed $83,896.91, per 55 ILCS 5/5-1022 “Competitive Bids” (c) not suitable for competitive bids.

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

B. 2018-71 Recommendation for the approval of a contract purchase order to Judicial System, Inc., for the annual maintenance for Jury Management System for the Jury Commission. This contract covers the period of March 1, 2018 through February 28, 2019, for a contract total amount not to exceed $8,706.00, per 55 ILCS 5/5-1022 “Competitive Bids” (c) not suitable for competitive bids - Sole Source. (Maintenance for Jury Management System)

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

9. OLD BUSINESS

A. Election Commission - Election Night Reporting Update

Joe Sobecki, Executive Director of the Election Commission, presented an update on the new Election Night Reporting tool, as attached hereto. He noted that, as requested, an asterisk was added to indicate multi-county races. Member Elliott suggested adding an explanation saying the multi-county race results reflects DuPage County only.

Chairman Wiley informed the committee that a landing page was added by IT to allow website visitors the option to select the County's main website or the election results website. This page will be activated on election night.

Chairman Wiley then said he was surprised at the lack of an FAQ on the election results website. Mr. Sobecki responded there is an "Overview" section that includes instructions...
on using the site. Don Carlsen, CIO, suggested changing it to say FAQ. The committee agreed.

Member Anderson asked if a link to the election results website could be added to the County's home page ahead of the election. Mr. Sobecki said a press release was sent out with the new link and information about the new tool. He said there are several areas of the main site that link to the new website as well. He added that another press release will be sent out a week before the election to get the link out to the public.

Mr. Sobecki then reviewed the contingency plans, should anything happen with the website on election night.

Chairman Wiley expressed concern about constituents who may use a search engine, such as Google, to find the election results and end up on the County's main website instead. Mr. Carlsen suggested the possibility of taking out a Google Ad to assist people in reaching the correct website. Staff will look into the cost.

Chairman Wiley then asked if it would be possible to add a section where voters can check their status, polling place, sample ballot, etc. Mr. Sobecki said that information can be added.

Mr. Sobecki finished by saying the website - www.dupageresults.com - is live and accessible.

RESULT: HAND OUT

10. NEW BUSINESS
None.

11. ADJOURNMENT
With no further business, the meeting was adjourned.
AWARDING RESOLUTION ISSUED TO
BOMGAR CORPORATION FOR
SOFTWARE, SUPPORT, MAINTENANCE,
INSTALLATION, AND TRAINING
(CONTRACT TOTAL AMOUNT $29,150.00)

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

WHEREAS, the Technology Committee recommends County Board approval for issuance of a contract purchase order to Bomgar Corporation, for the procurement of Privileged Access Management software, one year of software support and maintenance, and professional services for installation and training, for Information Technology.

NOW, THEREFORE BE IT RESOLVED, that County Requisition, covering said, for Privileged Access Management software, one year of software support and maintenance, and professional services for installation and training, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Bomgar Corporation, 578 Highland Colony Parkway, Paragon Center Suite 300, Ridgeland, MS 39157, for a contract total amount of $29,150.00, per 55 ILCS 5/5-1022 ‘Competitive Bids’ (d) IT/Telecom purchases under $35,000.00.

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

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________
PAUL HINDS, COUNTY CLERK
## PROCUREMENT REVIEW CHECKLIST

**REQUISITION**

This form must accompany all County Purchase Requisitions.

### NEW PURCHASE ORDER REQUEST

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TERM</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>REQUESTING DEPT.</th>
<th>INFORMATION SYSTEMS</th>
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<tr>
<td>February 27, 2018</td>
<td></td>
<td>$29,150.00</td>
<td></td>
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</tr>
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### SOLICITATION METHOD FOR SOURCE SELECTION

**No Decision Memo Required**  Per 55 ILCS 5/5-1022 "Competitive Bids" (d) IT/Telecom purchases under $35,000

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<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date/Time</th>
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</thead>
<tbody>
<tr>
<td>Sarah Godzicki</td>
<td>Completed</td>
<td>02/28/2018 11:27 AM</td>
</tr>
<tr>
<td>Deborah Hanson</td>
<td>Completed</td>
<td>02/28/2018 11:32 AM</td>
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<tr>
<td>Donald Carlsen</td>
<td>Completed</td>
<td>02/28/2018 11:44 AM</td>
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<tr>
<td>Kathy Ostrowski</td>
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<td>James McGuire</td>
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<td>Paul Rafac</td>
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<td>03/13/2018 9:00 AM</td>
</tr>
<tr>
<td>County Board</td>
<td>Pending</td>
<td>03/13/2018 10:00 AM</td>
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</table>
**Procurement Review Checklist**

**Procurement Services Division**

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

<table>
<thead>
<tr>
<th>Vendor: Bomgar Corporation</th>
<th>Vendor #:</th>
<th>Contract 12 Months from Date of Term: Purchase</th>
<th>Contract Total: $29,150.00</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**

Procurement of Privileged Access Management software, one year of software support and maintenance, and professional services for installation and training.

**Reason for Procurement**

IT Security has been working on aligning our security stack with the NIST CyberSecurity Framework Top 5 Critical Security Controls. One of those controls is the "Controlled Use of Administrative Privileges." This software will greatly aid in this effort.

**FUNDING SOURCE**

- Procurement budgeted for (FY and budget code(s)): FY18 - 1000-1110-53806; FY18 - 1000-1110-53807; and FY18 - 1000-1110-53020
- Budget Transfer (Date) Add'l Information

**DECISION MEMO NOT REQUIRED**

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

**DECISION MEMO REQUIRED**

- Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- EXPLANATION OF REQUEST FOR PROPOSAL RFP #
- 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 Date</th>
<th>IT Approval, if required Date</th>
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<td>Feb 28, 2018</td>
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<td>2-28-18</td>
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**REVIEWED BY (Initials Only)**

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<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer Date</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) Date</th>
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<tbody>
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</table>
## Purchase Requisition

**Procurement Services Division**

### Send Purchase Order To:

- **Vendor:** Bomgar Corporation  
  **Vendor #:**  
  **Dept:** Information Technology  
  **Division:**  
  **Attn:** Micky Jordan  
  **Email:** mjordan@bomgar.com  
  **Address:** 578 Highland Colony Parkway, Paragon Center Suite 300  
  **City:** Ridgeland  
  **State:** MS  
  **Zip:** 39157  
  **Phone:** 310-550-8575  
  **Fax:** 310-550-1152

### Send Payments To:

- **Vendor:** Bomgar Corporation  
  **Vendor #:**  
  **Dept:** Information Technology  
  **Division:**  
  **Attn:** Wendi Wagner  
  **Email:** wendi.wagner@dupageco.org  
  **Address:** PO Box 936189  
  **City:** Atlanta  
  **State:** GA  
  **Zip:** 31193-6189  
  **Phone:**  
  **Fax:**

### 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 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.:** Destination  
  **PO 20 Delivery Date:** ASAP  
  **Requisitioner:** Wendi Wagner

### LN  | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acctg Unit | Acct # | Sub-Accts and/or Activity # | Unit Price | Extension |
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<tbody>
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<td>RED Suite Server Endpoints</td>
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<td>3</td>
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<td>LSC - Remote Service</td>
<td>LSC - Remote Service</td>
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<td>5</td>
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<td>Maintenance for RED Suite Server Endpoints (12 Months)</td>
<td>Maintenance for RED Suite Server Endpoints (12 Months)</td>
<td>18</td>
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<td>1110</td>
<td>53807</td>
<td></td>
<td>6.68</td>
<td>3,340</td>
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**Requisition Total:** $29,150

**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):
Thank you for your interest in Bomgar. If you are not the authorized signatory for your company, please contact your Bomgar sales representative so that the document may be sent to the appropriate person.

Please verify that all the information on the quote is correct before proceeding with the e-signature process. If you find any discrepancies, please contact your Bomgar sales representative.

To accept the electronic quote, please follow the instructions as prompted by the Adobe Document Cloud eSign Services information related to this document.

To complete payment on the quote, complete the following steps:

1. Click here to make payment arrangements online: https://payment.bomgar.com/default.aspx?qid=a3K1B000001cpiRU AQ
2. Select a form of payment under the “Payment Options” section. Only one form of payment is required.
3. If submitting a purchase order, upload a copy of the purchase order under the “Submit a Purchase Order” tab.
4. If submitting a purchase reference number, enter that number on the “Submit a Purchase Reference Number” tab. Make sure to click the “I Acknowledge” checkbox once you have read and agreed to the terms and conditions.
5. If paying with a credit card or eCheck, use the functionality on the “Pay by Credit Card” tab.

Please note that all orders are subject to final review before being processed.

Micky Jordan
mjordan@bomgar.com
(310) 300-3526 O
BOMGAR | Connect Fearlessly
# Quote | Order Form

## Quote To:

Wendi Wagner  
DuPage County  
421 N County Farm Road  
Wheaton, IL 60187  
United States

**Quote Expiration Date:** March 16, 2018

## Deliver To:

Wendi Wagner  
DuPage County  
421 N County Farm Road  
Wheaton, IL 60187  
United States

*Must match shipping address on purchase order (if applicable)*

**Support Term:** 12 Months from Date of Purchase

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<th>Qty</th>
<th>Description</th>
<th>Unit Price</th>
<th>Total Discount</th>
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**TOTAL:** USD 23,570.00

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<th>Total Discount</th>
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</table>

**TOTAL:** USD 5,580.00

**SUBTOTAL:** USD 29,150.00  
**TAXES:** USD 0.00  
**SHIPPING:** USD 0.00  
**QUOTE TOTAL:** USD 29,150.00

---

**Notes:**  
Payment terms are in accordance with the State of Illinois Local Government Prompt Payment Act – 50 ILCS 505/2

The purchase and use of the licenses and products described herein are subject solely to the standard terms and conditions of the Bomgar End User License Agreement (the “Bomgar Standard Terms and Conditions”) located at [http://www.bomgar.com/eula](http://www.bomgar.com/eula) which is incorporated herein by reference. The Bomgar Standard Terms and Conditions and this Quote/Order Form are collectively referred to as the EULA. By signing this Quote/Order Form you are agreeing that you have read and agreed to the terms and conditions of the EULA. The terms of the EULA may only be modified as provided therein. Pricing subject to sales tax and shipping charges where applicable. Maintenance fees are prorated based on the effective date of the agreement and are therefore subject to change. All prices are in U.S. dollars. Customer is responsible for all sales, use, and VAT taxes and any related import fees. Unless otherwise provided for in writing, training and professional services must be consumed within 90 days of purchase.

DNS Name (ex. support.mydomain.com):
Agreed and Accepted:

Name: Deborah A. Hanson
Title: Deputy Director of IT

Signature: ________________________________ Date: 02/28/2018

Payment Method

Click here to make payment arrangements online:
https://payment.bomgar.com/default.aspx?qid=a3K1B000001cpiRUAQ

Or, select one of the payment methods below:

- I wish to apply for credit terms by issuing a Purchase Order *
  *Subject to credit approval and acceptance
  *All payments due within forty-five (45) days of invoice

- I wish to pay by Credit Card *
  *I authorize Bomgar Corporation to charge my credit card the amount shown above.
  *Please do not process a check or electronic transfer for payment until you have received an invoice.
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: Bomgar Corporation
Contact Phone: 310-300-3526
Company Contact: Micky Jordan
Contact Email: mjordan@bomgar.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 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.

Signed on File

Authorized Signature

Printed Name: Loretta Gaid

Title: Director of Contracts, Legal

Date: Feb 8, 2018

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

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER

Packet Pg. 15
Requisition under 25k dollars

2018-84
**PROCUREMENT REVIEW CHECKLIST**

**REQUISITION**

This form must accompany all County Purchase Requisitions.

### NEW PURCHASE ORDER REQUEST

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TERM</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>REQUESTING DEPT.</th>
<th>INFORMATION SYSTEMS</th>
</tr>
</thead>
<tbody>
<tr>
<td>February 28, 2018</td>
<td>04/01/2018 TO 03/31/2019</td>
<td>$7,000.00</td>
<td>INFORMATION SYSTEMS</td>
<td></td>
</tr>
</tbody>
</table>

### SOLICITATION METHOD FOR SOURCE SELECTION

- **Sarah Godzicki**: Completed 02/28/2018 12:02 PM
- **Deborah Hanson**: Completed 02/28/2018 12:04 PM
- **Donald Carlsen**: Completed 02/28/2018 12:13 PM
- **Kathy Ostrowski**: Completed 02/28/2018 3:46 PM
- **James McGuire**: Completed 03/08/2018 8:55 AM
- **Paul Rafac**: Completed 03/09/2018 7:32 AM
- **Kathy Ostrowski**: Completed 03/09/2018 8:13 AM
- **Technology Committee**: Pending 03/13/2018 9:00 AM
**Procurement Review Checklist**

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions

Attach Required Vendor Ethics Disclosure Statement

<table>
<thead>
<tr>
<th>Vendor:</th>
<th>MacKinney Systems, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor #:</td>
<td>11242</td>
</tr>
<tr>
<td>Dept:</td>
<td>Information Technology</td>
</tr>
<tr>
<td>Contact:</td>
<td>Greg Smith</td>
</tr>
<tr>
<td>Phone:</td>
<td>630.407.3023</td>
</tr>
</tbody>
</table>

**Profile**

<table>
<thead>
<tr>
<th>Contract 04/01/2018 to 03/31/2019</th>
<th>$7,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Total:</td>
<td></td>
</tr>
<tr>
<td>Assigned Committee:</td>
<td></td>
</tr>
</tbody>
</table>

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

Twelve month software maintenance/license for JES Queue for Printers utility for the z System/zBC12 server; contract includes software maintenance.

**Reason for Procurement**

Online print utility that controls electronic delivery for production reports and special forms for all applications on the z System platform.

**FUNDING SOURCE**

☐ Procurement budgeted for FY and budget code(s): FY18 - 1000-1110-53807

☐ Budget Transfer (Date) _______________ Add'l Information

**DECISION MEMO NOT REQUIRED**

☐ LOWEST RESPONSIBLE QUOTE # or BID # _______________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)

☐ RENEWAL, Enter Bid # _______________ Intergovernmental Agreement

☐ SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)

☐ PER 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>Feb 28, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Recommended for Approval</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>IT Approval, if required</td>
<td>Date</td>
</tr>
</tbody>
</table>

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>3/6/18</th>
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</thead>
<tbody>
<tr>
<td>Procurement Officer</td>
<td>3-8-18</td>
</tr>
</tbody>
</table>

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

**Attachment:** MacKinney Systems - Checklist (2018-84 : MacKinney Systems Inc.)
**Purchase Requisition**

**Procurement Services Division**

**Send Purchase Order To:**
Vendor: MacKinney Systems, Inc.  
Vendor #: 11242  
Attn: Kathy Strain  
Email: admin@mackinney.com  
Address: 4411 E State Hwy D, Suite F  
City: Springfield  
State: MO  
Zip: 65809  
Phone: 417.882.8012  
Fax: 417.882.7569

**Send Invoices To:**
Dept: Information Technology  
Division:  
Attn: Kathy Strain  
Email: admin@mackinney.com  
Address: 4411 E State Hwy D, Suite F  
City: Springfield  
State: MO  
Zip: 65809  
Phone: 417.882.8012  
Fax: 417.882.7569

**Send Payments To:**
Vendor: MacKinney Systems, Inc.  
Vendor #: 11242  
Attn: Accounts Receivable  
Email: admin@mackinney.com  
Address: 4411 E State Highway D, Suite F  
City: Springfield  
State: MO  
Zip: 65809  
Phone: 417.882.8012  
Fax: 417.882.7569

**Ship To:**
Dept: Information Technology  
Division:  
Attn: Greg Smith  
Email: greg.smith@dupageco.org  
Address: 421 N County Farm Road  
Room: L400B  
City: Wheaton  
State: IL  
Zip: 60187  
Phone: 630.407.5023  
Fax: 630.407.5001

---

**Payment Terms**

F.O.B.

**PO 20 Delivery Date**
Apr 1, 2018

**Requisitioner**
Greg Smith

---

<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>Extensior</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>07424-0055</td>
<td>Software Maintenance/License for JES Queue for Printers Lvl 1 Utility</td>
<td>18</td>
<td>1000</td>
<td>1110</td>
<td>53807</td>
<td></td>
<td>7,000.00</td>
<td>7,000.00</td>
</tr>
</tbody>
</table>

**Requisition Total**: $7,000.00

---

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

Software license and maintenance for the JES Queue for Printers utility for a period of one (1) year from 04/01/2018 through 03/31/2019.

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

Du Page County customer number 07424. Please copy Greg Smith on vendor notification emails. Thank you.

---

**User Department Internal Notes** (these comments will NOT appear on the Purchase Order):
Billing Address
Greg Smith
DuPage County Admin Bldg.
421 North County Farm Road
Wheaton, IL 60187

Shipping Address
John Rapsey
DuPage County Data Processing
421 North County Farm Road
Wheaton, IL 60187

<table>
<thead>
<tr>
<th>Invoice NO</th>
<th>Invoice Date</th>
<th>Terms</th>
</tr>
</thead>
<tbody>
<tr>
<td>07424-0055</td>
<td>03/01/2018</td>
<td>Net 30</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Product</th>
<th>CPUID</th>
<th>Amount</th>
<th>Type and Term</th>
</tr>
</thead>
</table>
| JES Queue for Printers - Lvl 1 | 8CF37 | $7,000.00 | Annual Renewal: 04/01/2018 - 03/31/2019
|                  |       |          | Tech Contact: John Rapsey                          |

<table>
<thead>
<tr>
<th>Total</th>
<th>Payable in U.S. Dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td>$7,000.00</td>
<td></td>
</tr>
</tbody>
</table>

Please make checks payable to MacKinney Systems, Inc. and send to the above address, or remit electronically via EFT. Credit card payments are subject to a 4% convenience fee. A finance charge of 1.5% per month is added to past-due accounts.

Prices may reflect increases in annual maintenance or license fees pursuant to the software license agreement. Let us know in writing thirty (30) days in advance if canceling.

Invoice amount is for technical support from within the United States and Canada only unless an international outsourcing agreement is in place. Otherwise, additional charges will apply for international support.

All software has been electronically delivered and no tangible medium for software will be provided.

Thank You For Your Business

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<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
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<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>
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http://www.dupageco.org/CountyBoard/Policies/

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

Authorized Signature: ____________________________

Printed Name: Michael Marler

Title: President

Date: Feb 28, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page _1_ of _1_ (total number of pages)
Requisition under 25k dollars

2018-85
Requisition under 25k dollars

2018-85

PROCUREMENT REVIEW CHECKLIST
REQUISITION
This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>NEW PURCHASE ORDER REQUEST</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE SUBMITTED</td>
<td>February 28, 2018</td>
</tr>
<tr>
<td>CONTRACT TOTAL AMOUNT</td>
<td>$8,362.00</td>
</tr>
<tr>
<td>CONTRACT TERM</td>
<td>05/01/2018 - 04/30/2019</td>
</tr>
<tr>
<td>REQUESTING DEPT.</td>
<td>INFORMATION SYSTEMS</td>
</tr>
</tbody>
</table>

SOLICITATION METHOD FOR SOURCE SELECTION

<table>
<thead>
<tr>
<th>Names</th>
<th>Status</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sarah Godzicki</td>
<td>Completed</td>
<td>02/28/2018 1:20 PM</td>
</tr>
<tr>
<td>Deborah Hanson</td>
<td>Completed</td>
<td>02/28/2018 1:48 PM</td>
</tr>
<tr>
<td>Donald Carlsen</td>
<td>Completed</td>
<td>02/28/2018 1:53 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>02/28/2018 4:26 PM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>03/01/2018 11:45 AM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>03/01/2018 2:35 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>03/02/2018 1:02 PM</td>
</tr>
<tr>
<td>Technology Committee</td>
<td>Pending</td>
<td>03/13/2018 9:00 AM</td>
</tr>
</tbody>
</table>
# Procurement Review Checklist

**Procurement Services Division**

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

## Vendor: Siteimprove, Inc.
**Vendor #:** 14039
**Contract Term:** 05/01/2018 - 04/30/2019
**Contract Total:** $8,362.00

**Dept:** IT
**Contact:** Sandy Modesitt
**Phone:** 630-407-5051
**Assigned Committee:** Technology

### Description of Procurement/Scope of Work/Background
Annual fee for Siteimprove web governance service.

### Reason for Procurement
This Siteimprove service has been used since 2013. It periodically scans the County websites and reports on broken links, misspelled words, and accessibility issues, and sends notifications to County personnel when website downtime problems occur. These are all critical items needed in order for the County websites to be correct, in both content and accessibility.

### FUNDING SOURCE

- [ ] Procurement budgeted for (FY and budget code(s)): FY18 - 1000-1110-53020
- [ ] Budget Transfer (Date) ______________________ Add'l Information ______________________

### DECISION MEMO NOT REQUIRED

- [ ] LOWEST RESPONSIBLE QUOTE # or BID # _______________ (QUOTE < $25,000, BID > $25,000; attach Tabulation)
- [ ] RENEWAL, Enter Bld # _______________ (attach 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 (DPC-4-107) 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 55 ILCS 5/10 (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>SJG</td>
<td>Feb 28, 2018</td>
<td></td>
<td>2/28/18</td>
<td></td>
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</tr>
</tbody>
</table>

### REVIEWED BY (Initials Only)

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>3/11/18</td>
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<td>3-1-18</td>
</tr>
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</table>

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

### Send Purchase Order To:
- **Vendor:** Siteimprove, Inc.  
  **Vendor #:** 14039  
- **Attn:**  
  **Email:** info@siteimprove.com

### Send Invoices To:
- **Dept:** Information Technology  
- **Division:**  
- **Attn:** Sarah Godzicki  
  **Email:** Sarah.Godzicki@dupageco.org

### Send Payments To:
- **Vendor:** SAME AS ABOVE  
  **Vendor #:** 14039

### Send Payments To:
- **Vendor #:** 14039  
- **Attn:**  
- **Email:**  

### Ship To:
- **Dept:** Information Technology  
- **Division:**  
- **Attn:** Sandra Modesitt  
  **Email:** Sandra.Modesitt@dupageco.org

### Payment Terms:
- **PER 50 ILCS 505/1**

### F.O.B.:
- **Destination:**  
- **PO 20 Delivery Date:** May 1, 2018

### Requisitioner:
- **Sarah Godzicki**

### LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acct # | Sub-Accts and/or Activity # | Unit Price | Extension |
<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
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<th></th>
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<th></th>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>Annual Fee for Quality Assurance, Accessibility, &amp; SEO, up to 4,500 pages; Response up to 13 check points; PDF Checker up to 5,000 PDFs</td>
<td>18</td>
<td>1000</td>
<td>1110</td>
<td>53020</td>
<td>8,362.00</td>
<td>8,362</td>
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</table>

### Requisition Total: $8,362

**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):
### QUOTE, DO NOT PAY

<table>
<thead>
<tr>
<th>Salesperson</th>
<th>Purchase Order</th>
<th>Contract Number</th>
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<tbody>
<tr>
<td>Ryan Piprude</td>
<td></td>
<td>5286</td>
<td>Feb 16, 2018</td>
</tr>
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#### Text

- **Renewal Quote for Siteimprove Contract #: 5286**
- **Period:** May 1, 2018 - Apr 30, 2019

<table>
<thead>
<tr>
<th>Service</th>
<th>Amount (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Suite</td>
<td>8,362.00</td>
</tr>
<tr>
<td>Quality Assurance</td>
<td></td>
</tr>
<tr>
<td>- up to 4,500 Pages</td>
<td></td>
</tr>
<tr>
<td>Accessibility</td>
<td></td>
</tr>
<tr>
<td>- up to 4,500 Pages</td>
<td></td>
</tr>
<tr>
<td>SEO</td>
<td></td>
</tr>
<tr>
<td>- up to 4,500 Pages</td>
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</tr>
<tr>
<td>Response</td>
<td></td>
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<td>- up to 13 Response Check Points</td>
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<td>PDF-check of documents</td>
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<tr>
<td>- up to 5,000 PDFs</td>
<td></td>
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<tr>
<td>Standard Support</td>
<td></td>
</tr>
<tr>
<td>Renewal of Service, Fee noted in agreement</td>
<td>8,362.00</td>
</tr>
<tr>
<td>Sales Tax 0%</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>8,362.00</strong></td>
</tr>
</tbody>
</table>

**THIS IS NOT A BILL, DO NOT PAY QUOTE**
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: Siteimprove, Inc.  
Company Contact: Finance Department  
Contact Phone: (855) 748-3467  
Contact Email: accountingus@siteimprove.com

Bld/Contract/PO #: 10000318 (2017 PO)

Date: Mar 1, 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: Steve Henrys

Title: Director of Customer Xperience

Date: March 1, 2018 | 16:08 CST

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
Request for Change Order  
Procurement Services Division  
Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 285-0001-SERV</th>
<th>Original Purchase Order Date: Oct 2, 2014</th>
<th>Change Order #: 3</th>
<th>Department: IT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: SNtial Technologies, Inc.</td>
<td>Vendor #: 20935</td>
<td>Dept Contact: Don Carlsen</td>
<td></td>
</tr>
</tbody>
</table>

**Background and/or Reason for Change Order Request:** 
To extend the contract through 5/1/18. Due to illness, the vendor was unable to complete the project within the agreed upon time frame. Now that the work is complete, the County needs to pay the final invoice.

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

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

**INCREASE/DECREASE**

| A | Starting contract value | $10,000.00 |
| B | Net $ change for previous Change Orders |
| C | Current contract amount (A + B) | $10,000.00 |
| D | Amount of this Change Order | Increase | Decrease |
| E | New contract amount (C + D) | $10,000.00 |
| F | Percent of current contract value this Change Order represents (D / C) | 0.00% |
| G | Cumulative percent of all Change Orders (B+D/A): (60% maximum on construction contracts) | 0.00% |

**DECISION MEMO NOT REQUIRED**

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

**DECISION MEMO REQUIRED**

- [x] Increase (greater than 29 days) contract expiration from: Nov 30, 2016 to: May 1, 2018

**OTHER - explain below:**

---

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
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<tr>
<td></td>
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<td>D. K.</td>
<td>3-1-18</td>
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<tr>
<td>Chief Financial Officer (Decision Memos Over $25,000)</td>
<td>Date</td>
<td>Chairman's Office (Decision Memos Over $25,000)</td>
<td>Date</td>
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<tr>
<td></td>
<td>3-1-18</td>
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<td>3-6-18</td>
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</table>
Decision Memo  
Procurement Services Division  
This form is required for all Professional Service Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

Date: Feb 28, 2018

Department Requisition #: 12140

Requesting Department: IT  
Department Contact: Don Carlsen

Contact Email: Donald.Carlsen@dupageco.org  
Contact Phone: x5005

Vendor Name: SNtial Technologies, Inc.  
Vendor #: 20935

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

SNtial Technologies, Inc. was hired to do an assessment study of the Community Service Department's current Information Systems and Technology environment. A change order is needed to extend the contract through May 1, 2018. Due to illness, the vendor was unable to complete the project within the agreed upon time frame. Now that the work is complete, the County needs to pay the final invoice.

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

The SNtial employee performing the assessment was out on medical leave and unable to complete his work before the contract expired. This extension allows him time to complete the assessment and recommendations.

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

3.1.1 - Ensure all residents of DuPage County have maximum access to community services.

This project is going to help streamline Community Services' business, systems, and technology environments.

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

Sandeep Nain is a current member of the DuPage Workforce Board.

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

1) Approve change order so vendor may complete assessment and recommendation, and so the County may pay the vendor per the contract agreement.
2) Do not complete evaluation and recommendation, pay for partially completed work.

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.

$3,125.00 out of FY18, Professional Services 1000-1110-53020
AWARDING RESOLUTION
ISSUED TO GRAYBAR ELECTRIC COMPANY, INC.
TO FURNISH AND DELIVER ELECTRICAL, LIGHTING,
DATA & COMMUNICATION, NETWORKING AND SECURITY PRODUCTS
AS NEEDED FOR FACILITIES MANAGEMENT, PUBLIC WORKS,
INFORMATION TECHNOLOGY, STORMWATER,
AND THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED $994,000.00)

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage
and U.S. Communities, the County will contract with Graybar Electric Company, Inc.; and

WHEREAS, the Public Works, Transportation, Stormwater and Technology Committees
recommend County Board approval for the issuance of a contract purchase order to Graybar
Electric Company, Inc., to furnish and deliver electrical, lighting, data & communication,
networking and security products, as needed for Facilities Management, Public Works,
Information Technology, Stormwater and the Division of Transportation, for the period April 1,

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to furnish
and deliver electrical, lighting, data & communication, networking and security products, as
needed for Facilities Management, Public Works, Information Technology, Stormwater and the
Division of Transportation, for the period April 1, 2018 through January 31, 2021, be, and it is
hereby approved for issuance of a contract purchase order by the Procurement Division to,
Graybar Electric Company, Inc., 34 N Meramec Avenue, St. Louis, MO 63105, for a total
contract amount not to exceed $994,000.00. (Facilities Management $500,000, Public Works
$350,000, Information Technology $75,000, Stormwater $24,000 and the Division of
Transportation $45,000)

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

________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
# PROCUREMENT REVIEW CHECKLIST

**REQUISITION**

This form must accompany all County Purchase Requisitions.

## NEW PURCHASE ORDER REQUEST

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
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<td>February 13, 2018</td>
<td>$994,000.00</td>
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### SOLICITATION METHOD FOR SOURCE SELECTION

**Decision Memo Required**  Per Cooperative Agreement

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**Purchase Requisition**

**Procurement Services Division**

**Date:** Feb 14, 2018

**MinuteTraq (IQM2) ID #:** 11468

**Department Req #:**

**RFP, Bid or Quote #:** US Comm#EV-2

---

### Send Purchase Order To:

- **Vendor:** Graybar Electric Company, Inc.
- **Vendor #:** 10124
- **Dept:** Facilities Management
- **Attn:** Stephen Pleli
- **Email:** StephenPleli@graybar.com
- **Address:** 900 Regency Drive
- **City:** Glendale Heights
- **State:** IL
- **Zip:** 60139
- **Phone:** 630-893-3600
- **Fax:** 630-671-6600

### Send Invoices To:

- **Dept:** Facilities Management
- **Attn:** Stephen Pleli
- **Email:** mary.ventrella@dupageco.org
- **Address:** 421 N. County Farm Road
- **City:** Wheaton
- **State:** IL
- **Zip:** 60187
- **Phone:** 630-407-5700
- **Fax:** 630-407-5701

### Send Payments To:

- **Vendor:** Graybar Electric Company
- **Vendor #:** 10124

### Ship To:

- **Dept:** Facilities Management
- **Attn:** Tim Harbaugh
- **Email:** mary.ventrella@dupageco.org
- **Address:** 421 N. County Farm Road
- **City:** Wheaton
- **State:** IL
- **Zip:** 60187
- **Phone:** 630-407-5700
- **Fax:** 630-407-5701

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<table>
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<th>Acct #</th>
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**Requisition Total:** $994,000.00

---

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

Furnish and deliver electrical, lighting, data & communication, networking and security products, as needed for various County facilities.

**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):**

Public Works, Division of Transportation, Stormwater: 03/06/18   Information Technology, County Board: 03/13/18
Decision Memo
Procurement Services Division
This form is required for all Professional Service Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

Date: Feb 14, 2018
MinuteTraq (IQM2) ID #: 11468
Department Requisition #: ____________________________

Requesting Department: Facilities Management
Contact Email: laura.grobe@dupageco.org
Vendor Name: Graybar Electric Company, Inc.

Department Contact: Laura Grobe
Contact Phone: 407-5665
Vendor #: 10124

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

Recommendation for the approval of a contract purchase order to furnish and deliver electrical, lighting, data & communication, networking and security products, as needed for County facilities, for the period April 1, 2018 through January 31, 2021, for a total contract amount not to exceed $994,000.00. (Facilities Management $500,000, Public Works $350,000, Information Technology $75,000, Stormwater $24,000 and the Division of Transportation $45,000)

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

In order to be cost effective and efficient, County electrical staff perform electrical repairs, routine and preventive maintenance, building improvements and various projects throughout the County facilities. Having the option to purchase through a cooperative purchasing agreement gives the County the flexibility to obtain specific materials from previously vetted vendors which reduces lead and down times on critical projects. County staff compares products along with pricing with multiple vendors and orders from the vendor who provides the lowest cost.

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

County electricians perform repairs, maintenance and various projects to keep information flowing to all County employees, elected officials and visitors through the use of computers, telephones, security cameras and the IT infrastructure system.

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

Graybar Electric Company, Inc. holds U.S. Communities Contract #EV-2370 which allows the County to purchase from a comprehensive product offering for power distribution, lighting, building management, facility maintenance and protection needs at significantly discounted prices. The U.S. Communities program is a nonprofit national purchasing cooperative developed by governmental agencies. Utilizing the pooled power of public agencies nationwide the program lowers purchasing costs.

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

1. Staff recommends securing a contract to purchase items with Graybar Electric Company, Inc. through U.S. Communities. Having the option to purchase items through a cooperative purchasing agreement gives staff the flexibility to obtain specific materials from previously vetted vendors which reduces lead and down times on critical projects.

2. The second option includes sending items out to quote or bid, however this is not recommended due to the quantity and frequency of small value items that would need to be quote or bid.

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.

Monies are budgeted for this contract by Facilities Management, Public Works, Information Technology, Stormwater and the Division of Transportation.
Graybar U.S. Communities

Join U.S. Communities  Graybar Contact Form  U.S. Communities Webinars

Graybar has been a long-term participant with U.S. Communities, a non-profit organization serving the interests of government procurement. U.S. Communities helps facilitate state, local government and education agencies make purchases from existing bid awards through the use cooperative purchasing laws. There is no cost to participate in the U.S. Communities program. All you have to do is register online at www.uscommunities.org. For information on Graybar's U.S. Communities Program, call us at 1-800-GRAYBAR or email us at uscommunities@graybar.com.

NEW Graybar Electrical, Lighting, Data/Communication, Networking & Security Contract

Lead Agency:
City of Kansas City MO

Contract Number:
EV-2370

5 year initial term, February 01, 2018 to January 31, 2023
Option to renew for (3) additional (2) year periods

View the Contract Documents »

- EV-2370 Letter of Intent to Award
- [PDF] EV2370 Master Agreement
- [PDF] EV2370 RFP Documents
- [PDF] EV2370 Combined Ad Postings

About the Program

Graybar values our long standing strategic relationship with U.S. Communities and our company is continuing to bring value added solutions to their membership base as the awarded supplier of

Quick Reference Documents

- [PDF] U.S. Communities Filer
- [PDF] U.S. Communities Line Card
- [PDF] Graybar Distribution Services Brochure
- [PDF] Graybar Locations Brochure

About Graybar

Today procurement professionals face the challenge of improving operational efficiencies and procuring more materials – all within compressed time frames and limited resources. With a broad

https://www.graybar.com/industries/government/contracts/usc
Graybar provides electrical and telecommunications products through the U.S. Communities contract to:

- State Agencies
- Counties, Boroughs and Parishes
- Cities, Municipalities, Villages and Townships
- Dependent and Independent Special Districts (such as water departments)
- Public and Private Schools, including K-12, Community Colleges and Universities
- Non-Profit and Charitable Institutions

Through the contract awarded by lead public agency City of Kansas City, MO, Graybar also offers services that include, but are not limited to: inventory control, technical support, eBusiness, contract compliance, emergency preparedness, engineering assistance, systems analysis, product replacement, system retrofits or upgrades, installation and integrated services. These services will help participating agencies power and network their facilities with speed, intelligence and efficiency. Services will be provided through established relationships with existing Graybar suppliers, contractors, integrators or agency preferred companies.

At Graybar, our goal is simple. We listen to what you need, we connect you to the right product or service and then we deliver on our word. It's how Graybar works to your advantage.

Additional links to Graybar services:

- Industries
- Applications
- Services
- Company
- Manufacturers
- Shop Now
- Catalogs

© Graybar Services, Inc. All Rights Reserved.
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: Graybar Electric Company
Contact Phone: 630-793-3600
Company Contact: Steve Piel
Contact Email: steve.piel@graybar.com

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

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

<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: Steve Piel
Title: Senior Rep.
Date: 11/27/11

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:** Graybar Electric Company, Inc.  
**Vendor #:** 10124  
**Contract:** 04/01/18 through 01/31/21  
**Contract Total:** $994,000.00

**Dept:** Facilities Management  
**Contact:** Laura Grobe  
**Phone:** 630-407-5665  
**Assigned Committee:** PW, DOT: 03/06/18

**Description of Procurement/Scope of Work/Background:** Recommendation for the approval of a contract purchase order to furnish and deliver electrical, lighting, data & communication, networking and security products, as needed for County facilities, for a total contract amount not to exceed $995,000.00. (Facilities Management $500,000, Public Works $350,000, Information Technology $75,000, Stormwater - $24,000 and the Division of Transportation - $45,000)

**Reason for Procurement:** In order to be cost effective and efficient, County electrical staff perform electrical repairs, routine and preventive maintenance, building improvements and various projects throughout the County facilities.

---

**FUNDING SOURCE**

- Procurement budgeted for (FY and budget code(s)): 1000-1100-52270, 6000-1220-54010 (see Requisition for additional funding sources)

- Budget Transfer (Date)  
- Add'l Information

---

**DECISION MEMO NOT REQUIRED**

- LOWEST RESPONSIBLE QUOTE # or BID #  
- RENEWAL, Enter Bld #  
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)

- PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00  
- PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

---

**DECISION MEMO REQUIRED**

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

- Per Coop (DPC4-107) select one below

  - U.S. Communities #  
  - EV-2370

- 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)**

<table>
<thead>
<tr>
<th>LG</th>
<th>Date</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)**

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

---

**Receipt**

---

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER
WHEREAS, the Illinois General Assembly has granted the County of DuPage ("COUNTY") authority to regulate development regarding stormwater runoff and to enter into agreements for the purposes of stormwater management (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-15001 et. seq.); and

WHEREAS, the COUNTY requires professional software implementation services for asset management; and

WHEREAS, Azteca Systems ("CONSULTANT") has experience and expertise in this area and is in the business of providing such professional software implementation services and is willing to perform the required services for an amount not to exceed fifty-four thousand dollars and zero cents ($54,000.00); and

WHEREAS, the COUNTY has selected the CONSULTANT in accordance with the Professional Services Selection Process of the DuPage County Procurement Ordinance; and

WHEREAS, the Stormwater Management Planning Committee of the DuPage County Board has reviewed and recommended approval of the attached AGREEMENT at the specified amount.

NOW, THEREFORE, BE IT RESOLVED that the attached AGREEMENT between the COUNTY and Azteca Systems is hereby accepted and approved in an amount not to exceed fifty-four thousand dollars and zero cents; and that the Chairman of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT to Azteca Systems, 2021 S. 18th Ave. West Bend, WI, 53095, Anthony Hayman/State’s Attorney’s Office, and the DuPage County Stormwater Management Department.

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

______________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
**PROCUREMENT REVIEW CHECKLIST**

**REQUISITION**

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>February 20, 2018</td>
<td>$54,000.00</td>
<td>DECEMBER 31, 2018</td>
<td>STORMWATER MANAGEMENT COMMITTEE</td>
</tr>
</tbody>
</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

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

- Jan Janowicz  Completed  02/21/2018 10:32 AM
- Tony Charlton  Completed  02/21/2018 11:03 AM
- Kathy Ostrowski  Completed  02/22/2018 8:17 AM
- Donald Carlsen  Completed  02/22/2018 9:05 AM
- Wendi Wagner  Completed  02/22/2018 9:10 AM
- James McGuire  Completed  03/01/2018 12:30 PM
- Paul Rafac  Completed  03/01/2018 12:59 PM
- Tom Cuculich  Completed  03/01/2018 1:06 PM
- Kathy Ostrowski  Completed  03/02/2018 9:59 AM
- Stormwater Management Committee  Completed  03/06/2018 7:30 AM
- Finance Committee  Pending  03/13/2018 8:00 AM
- Technology Committee  Pending  03/13/2018 9:00 AM
- County Board  Pending  03/13/2018 10:00 AM
## Procurement Review Checklist

**Procurement Services Division**

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

### Vendor Information
- **Vendor:** Azteca Systems
- **Vendor #:** 27385
- **Dept:** Stormwater Management
- **Contact:** SHUNN
- **Phone:** 6676
- **Contract Term:**
- **Contract Total:** $54,000.00
- **Assigned Committee:** Management

### Description of Procurement/Scope of Work/Background
Azteca Systems will provide the services for a jumpstart implementation of the Cityworks Server. This will ensure Stormwater Management can create service requests and work orders for better asset management.

### Reason for Procurement
Stormwater Management has recognized that assets put in place in the 1990's are aging, as part of the budget the department forecasts capital repair expenditures and capital asset maintenance costs for future years. This contract will enhance the asset management forecasting ability.

### Funding Source
- Procurement budgeted for (FY and budget code(s)): 1600-3000-53090
- Budget Transfer (Date) ____________ Add’l Information

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

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

### Prepared By and Approval(s) (Initials Only)

<table>
<thead>
<tr>
<th>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>SHUNN</td>
<td>Feb 20, 2018</td>
<td>2-20-18</td>
<td></td>
<td>2-25-18</td>
<td></td>
</tr>
</tbody>
</table>

### Reviewed By (Initials Only)

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ly</td>
<td>2-29-18</td>
<td>Gm</td>
<td>3-1-18</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer (Decision Memos Over $25,000)</th>
<th>Date</th>
<th>Chairman's Office (Decision Memos Over $25,000)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>3-1-18</td>
<td></td>
<td>3-2-18</td>
<td></td>
</tr>
</tbody>
</table>

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**Attachment:** Azteca Systems - Checklist (SM-P-0065-18: Azteca Systems)
**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:** Stormwater Management  
**Department Contact:** SHUNN  
**Contact Email:** sarah.hunn@dupageco.org  
**Vendor Name:** Azteca Systems  
**Date:** Feb 20, 2018  
**MinuteTraq (IQM2) ID #:** 12053  
**Department Requisition #:** 16001805

---

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

Staff requests approval of the new contract with Azteca Systems for implementation of Cityworks Software for Stormwater Asset Management for the amount of $54,000.

---

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

Stormwater Management has recognized that many of the department’s assets are 20 to 30 years old. As part of the annual budget the department forecasts capital repair expenditures and capital asset maintenance costs for future years. This contract will enhance the asset management forecasting ability.

---

**Strategic Impact**

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

This asset management database will be designed specifically around stormwater management’s assets and financial tracking needs. This will assist the department in accurately predicting maintenance and repair cost for the department’s annual budget preparation and presentation.

---

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

Utilized the professional service selection process for Other Professional Services as outlined in the procurement manual.

---

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

Staff recommends the approval of this contract which will reduce staff time and burden for tracking and managing capital assets. If the contract is not approved, staff can utilize the existing software, which has not built to incorporate all of the department’s needs. If the department does not track the maintenance and repairs to the capital assets, prediction of repairs and replacements can be inaccurate.

---

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

FY18-1600-3000-53090 $54,000
**Purchase Requisition**

**Procurement Services Division**

**Send Purchase Order To:**

<table>
<thead>
<tr>
<th>Vendor: Azteca Systems</th>
<th>Vendor #: 27385</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn:</td>
<td>Email:</td>
</tr>
<tr>
<td>Address: 2021 S. 18th Ave.</td>
<td></td>
</tr>
<tr>
<td>City: West Bend</td>
<td>State: WI</td>
</tr>
<tr>
<td>Phone:</td>
<td>Fax:</td>
</tr>
</tbody>
</table>

**Send Invoices To:**

<table>
<thead>
<tr>
<th>Dept: Stormwater Management</th>
<th>Division:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Alicia Favela</td>
<td>Email:</td>
</tr>
<tr>
<td>Address: 421 N. County Farm Rd.</td>
<td>Room:</td>
</tr>
<tr>
<td>City: Wheaton</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone: 630-407-6698</td>
<td>Fax: 630-407-6701</td>
</tr>
</tbody>
</table>

**Send Payments To:**

<table>
<thead>
<tr>
<th>Dept: Stormwater Management</th>
<th>Division:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Sarah Hunn</td>
<td>Email:</td>
</tr>
<tr>
<td>Address: 421 N. County Farm Rd.</td>
<td>Room:</td>
</tr>
<tr>
<td>City: Wheaton</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone: 630-407-6676</td>
<td>Fax: 630-407-6701</td>
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**Ship To:**

<table>
<thead>
<tr>
<th>Dept: Stormwater Management</th>
<th>Division:</th>
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<tbody>
<tr>
<td>Attn: Alicia Favela</td>
<td>Email:</td>
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<tr>
<td>Address: 421 N. County Farm Rd.</td>
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<td>City: Wheaton</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone: 630-407-6698</td>
<td>Fax: 630-407-6701</td>
</tr>
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**Payment Terms**

<table>
<thead>
<tr>
<th>Use for</th>
<th>Contract Administrator</th>
<th>Contract Start Date</th>
<th>Contract End Date</th>
<th>Use for</th>
</tr>
</thead>
<tbody>
<tr>
<td>PO25 only</td>
<td>Alicia Favela</td>
<td>Mar 14, 2018</td>
<td>Dec 31, 2018</td>
<td>PO25 only</td>
</tr>
<tr>
<td>PO25 only</td>
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** LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acct # | Sub-Accts and/or Activity # | Unit Price | Extensor |
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</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td></td>
<td>This contract is for Professional asset management software services for the period of March 13, 2016 through December 31, 2018.</td>
<td>18</td>
<td>1600</td>
<td>3000</td>
<td>53090</td>
<td>54,000.00</td>
<td>54,000</td>
</tr>
</tbody>
</table>

**Requisition Total**: $54,000.00

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

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

**User Department Internal Notes** (these comments will NOT appear on the Purchase Order):
AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND AZTECA SYSTEMS, LLC
FOR ASSET MANAGEMENT SOFTWARE IMPLEMENTATION SERVICES

This Implementation Service Agreement ("AGREEMENT"), is made this _____ day of March, 2018 between COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and AZTECA SYSTEMS, LLC (Azteca Systems) licensed to do business in the State of Illinois, with offices at 2021 S. 18th Ave. #102 West Bend, WI 53095; (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereafter sometimes individually referred to as a “party” or together as the “parties.”

RECIPIENTS

WHEREAS, the Illinois General Assembly has granted the County of DuPage ("COUNTY") authority to regulate development in regards to stormwater runoff and to enter into agreements for the purposes of stormwater management (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-15001 et. seq.); and

WHEREAS, the COUNTY requires professional software implementation services for Cityworks asset management software; and

WHEREAS, Azteca Systems ("CONSULTANT") has experience and expertise in this area and is in the business of providing such software implementation services and is
willing to perform the required services for an amount not to exceed fifty four thousand dollars ($54,000.00); and

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

1.0 INCORPORATION AND CONSTRUCTION.

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

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

1.3 The exhibits referenced in this AGREEMENT shall be deemed incorporated herein and a part thereof.

2.0 SCOPE OF SERVICES.

2.1 Services are to be provided by the CONSULTANT according to the specifications in the Scope of Work, specified as Exhibit "A", attached hereto, which exhibit is hereby incorporated by reference. The CONSULTANT shall complete all of the work set forth in said exhibit for the compensation set forth in Paragraph 7.2, below, unless otherwise modified.

2.2 The COUNTY may, from time to time, request changes in the Scope of Work. Any such changes, including any increase or decrease in CONSULTANT'S compensation or Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below.

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

2.4 When any work, assignments or services are required to be performed by professionals, such matters shall be performed and, or, supervised by
individuals licensed to practice by the State of Illinois in the applicable professional discipline.

3.0 NOTICE TO PROCEED.

3.1 Authorization to proceed with tasks described in Exhibit "A" shall be given on behalf of the COUNTY by the Director of the Stormwater Management Department, (hereinafter referred to as the "DEPARTMENT"), in the form of a written notice to proceed following execution of the AGREEMENT by the appropriate County official.

3.2 In addition to the Notice to Proceed, the DIRECTOR, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by CONSULTANT, as provided for in this AGREEMENT, including, but not limited to, acts performed in accordance with Paragraphs 3.3, 4.1, 5.2, 6.4, 7.1, 8.2, 8.3., 15.3 and 21.2.

3.3 The CONSULTANT shall not perform additional work related to a submittal made to the COUNTY until the COUNTY has completed its review of the submittal unless otherwise directed by the DIRECTOR or his designee. The CONSULTANT may continue to work on items unrelated to the submittal under review by the COUNTY.

4.0 TECHNICAL SUBCONSULTANTS AND VENDORS.

4.1 The prior written approval of the COUNTY, through the person designated in Paragraph 3.1 above, shall be required before CONSULTANT hires any party to complete COUNTY-ordered technical or professional tasks or work included within the Scope of Work.

4.2 The CONSULTANT shall supervise all vendors hired by the CONSULTANT, and the CONSULTANT shall be solely responsible for any and all work performed by said vendors in the same manner and with the same liability as if the vendors’ work was performed by the CONSULTANT.

4.3 The CONSULTANT shall require any vendor hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that said vendor also meets the terms of Sections 8.0 and 13.0 and Paragraphs 7.9 and 24.4 of this AGREEMENT and shall fully comply therewith while engaged by CONSULTANT in COUNTY-ordered tasks or work. The CONSULTANT shall further require every vendor hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant to indemnify, and hold harmless the COUNTY (and the
COUNTY’S officials, officers, employees, and agents) to the same extent the CONSULTANT is required to do so pursuant to Section 9.0 of this AGREEMENT.

5.0 TIME FOR PERFORMANCE

5.1 The CONSULTANT shall commence work within fifteen (15) working days after the COUNTY issues its Written Notice to Proceed. The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.

5.2 Unless otherwise defined in the Scope of Work, the CONSULTANT shall submit a schedule for completion of the project within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by December 31, 2018, unless the term of this AGREEMENT is extended.

5.3 If the CONSULTANT is delayed at any time in the progress of the work by any act or neglect of the COUNTY or by any employee of COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT’S control then the sole remedy and allowance made shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

6.0 DELIVERABLES.

6.1 The CONSULTANT shall provide the COUNTY on or before the expiration of this AGREEMENT, or within fourteen (14) days following a notice of termination, or when the DIRECTOR directs, any deliverables generated by the CONSULTANT in its performance of this AGREEMENT.

7.0 COMPENSATION.

7.1 The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall only pay the CONSULTANT for “on-call” services when such services have been ordered by the COUNTY in writing. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.

7.2 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not, under any circumstances, exceed fifty four thousand dollars ($54,000.00). This amount is a “not to exceed” amount. In the event the COUNTY directs CONSULTANT to do work which would
cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work until this AGREEMENT is modified pursuant to Article 14.0. The CONSULTANT may not charge the COUNTY for direct expenses incurred during such work.

7.3 For work performed, the COUNTY shall pay CONSULTANT in accordance with the Schedule of Fees attached and incorporated hereto as Exhibit “C.” The CONSULTANT may periodically invoice the COUNTY for partial fee payments as work progresses. The CONSULTANT shall invoice the COUNTY and the COUNTY shall pay the CONSULTANT based on the percentage of the work satisfactorily completed for each particular work item or assignment. Partial fee payments shall be proportionate to the percentage of work satisfactorily completed during each invoice period.

7.4 The CONSULTANT shall submit its invoices, for services rendered and allowable expenses, to the COUNTY on a not more often than weekly basis, and no later than sixty (60) days following completion of the work being invoiced. Each invoice shall summarize, as applicable, the tasks performed, the budgeted hours and money for the pay period per task, the actual hours and money spent during the pay period per task, personnel used per task, and the percentage complete for each task. When requested by the COUNTY as a condition of Federal or State assistance and, or, reimbursement, the CONSULTANT shall submit certified time sheets as additional documentation for the invoiced work. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation.

7.5 Upon receipt, review and approval of properly documented invoices, the COUNTY shall pay, or cause to be paid, to the CONSULTANT the amounts invoiced, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause. The COUNTY reserves the right to hold back a sum equal to not more than three percent (3%) of the total contract sum to ensure CONSULTANT’s full performance. The COUNTY shall not be required to pay CONSULTANT more often than monthly.

7.6 Following the CONSULTANT’s satisfactory completion of all work specified in Exhibit “A,” and upon receipt, review and acceptance of any deliverables, the COUNTY shall make its final payment to the
CONSULTANT, including payment of any retainage held back pursuant to Paragraph 7.6 above.

7.7 The COUNTY reserves the right to charge for additional processing of invoices received more than sixty (60) days following the date of the work invoiced. Payment will not be made on invoices submitted later than six-months (180 days) after the expiration date of this AGREEMENT and any statute of limitations to the contrary is hereby waived.

7.8 Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. If the scope of work for this AGREEMENT includes the use of job classifications covered by the prevailing rate of wages, the prevailing rate must be reflected in the cost estimate for this AGREEMENT. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which work is to be performed. If the Illinois Department of Labor revises the prevailing rates of wages to be paid, as listed in the specification of rates, the CONSULTANT may not pay less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor website at http://www.state.il.us/agency/idol/ or calling (312) 793-2814. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to insure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor website, satisfies the notification of revisions by the COUNTY to the CONSULTANT, pursuant to the Act, and the CONSULTANT agrees that no additional notice is required. The CONSULTANT shall notify each of its vendors of the revised rates of wages.

8.0 CONSULTANT'S INSURANCE

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

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

8.1.b Employer's Liability Insurance in an amount not less than one million dollars ($1,000,000.00) each accident/injury and one million dollars ($1,000,000.00) each employee/disease.

8.1.c Commercial (Comprehensive) General Liability Insurance, (including contractual liability) with a limit of not less than two million dollars ($2,000,000.00) aggregate; including limits of not less than one million dollars ($1,000,000.00) per
occurrence, and one million dollars ($1,000,000.00) excess liability. An Endorsement must also be provided naming the County of DuPage c/o DIRECTOR, its’ officers, elected officials and employees, 421 N. County Farm Rd., Wheaton, IL  60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis, and include a waiver of subrogation endorsement.

8.1.d Commercial (Comprehensive) Automobile Liability Insurance with minimum limits of at least one million dollars ($1,000,000.00) for any one person and one million dollars ($1,000,000.00) for any one occurrence of death, bodily injury or property damage in the aggregate annually. An Endorsement must also be provided naming the County of DuPage c/o DIRECTOR its’ officers, elected officials and employees, 421 N. County Farm Rd., Wheaton, IL  60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis, and include a waiver of subrogation endorsement.

8.1.e Errors & Omission Insurance (Errors and Omissions) shall be provided with minimum limits of at least one million dollars ($1,000,000.00) per incident/two million dollars ($2,000,000.00) aggregate during the term of this AGREEMENT and shall be maintained in the form of an additional endorsement for a period of three (3) years after the date of the final payment for this AGREEMENT. The CONSULTANT shall provide the COUNTY endorsements at the beginning of each year evidencing same or a new carrier policy that has a retroactive date prior to the date of this AGREEMENT.

8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT’S Certificates of Insurance, as well as all applicable coverage and cancellation endorsements before issuance of a Notice to Proceed. It is the further duty of the CONSULTANT to immediately notify the COUNTY if any insurance required under this AGREEMENT has been cancelled, materially changed, or renewal has been refused, and the CONSULTANT shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the CONSULTANT curing any breach of its required insurance coverage, the COUNTY shall notify the CONSULTANT that the CONSULTANT can resume work under this AGREEMENT. The CONSULTANT shall accept
and bear all costs that may result from the cancellation of this AGREEMENT due to CONSULTANT’S failure to provide and maintain the required insurance.

8.3 The coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the “Who is Insured” pages of the excess/umbrella policy wording such as “Any other person or organization you have agreed in a written contract to provide additional insurance” or wording to that effect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

8.4 The CONSULTANT shall require that any of its vendors performing work under this AGREEMENT, including anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT, to maintain the same insurance required of the CONSULTANT, and, further, which names the COUNTY as an additional insured on a primary and non-contributory basis in the same coverage types and same coverage amounts as the CONSULTANT is required to maintain per Section 8.0. The CONSULTANT shall keep on file evidence of its vendors’ insurance coverage at all times and shall produce same to the COUNTY upon demand.

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

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

9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, the attorney representing the COUNTY, under this paragraph or paragraph 9.1, must be the State’s Attorney, in accordance with the applicable law. The COUNTY’S participation in its defense shall not remove CONSULTANT’S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

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

9.4 The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Government and Governmental Employees Tort Liability Act (745 ILCS 10/1, et seq.) or otherwise available to it, or the CONSULTANT, under the law.

10.0 SATISFACTORY PERFORMANCE

10.1 The COUNTY is engaging this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly the CONSULTANT’S, and its vendors’, standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and standards commonly provided by similar professional firms practicing in DuPage County, Illinois.

10.2 In the event there are no similar professional firms practicing in DuPage County, Illinois, with respect to the type of work for which this CONSULTANT has been engaged, the CONSULTANT'S services, and its
vendors’, shall be performed in a manner consistent with the customary skill and care of its profession.

10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or its’ vendors, in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY. In the event any errors or omissions are detected after the AGREEMENT’S expiration or termination, the CONSULTANT shall have no right to cure under this provision.

10.4 Acceptance of the work shall not relieve the CONSULTANT of the responsibility for the quality of its work, nor its liability for loss or damage resulting from any errors, omissions, or negligent or willful misconduct by the CONSULTANT or its vendors.

11.0 BREACH OF CONTRACT

11.1 In the event of any breach of contract, the non-breaching party shall give notice to the breaching party stating with particularity the nature of the alleged breach. The breaching party shall be allowed a reasonable opportunity to cure the breach. A Party’s failure to timely cure any material breach of this AGREEMENT shall relieve the other Party of the requirement to give thirty (30) day notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below. Whenever a Party hereto has failed to timely cure a breach of this AGREEMENT, the other Party may terminate this AGREEMENT by giving ten (10) days written notice thereof to the breaching party. Notwithstanding the above term, the CONSULTANT’S failure to maintain insurance in accordance with Section 8.0, above, or in the event of any of the contingencies described in Paragraph 16.1, below, shall be grounds for the COUNTY’S immediate termination of this AGREEMENT. A breach of any covenant or
term of this AGREEMENT by one of the CONSULTANT’S vendors shall be deemed a breach by the CONSULTANT.

12.0 RESERVED

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITY.

13.1 The CONSULTANT, and its vendors, shall comply with Federal, State and Local statutes, ordinances and regulations and obtain permits, licenses, or other mandated approvals, whenever applicable.

13.2 The CONSULTANT, and its vendors, shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, sexual orientation, age, handicap, or national origin, or otherwise commit an unfair employment practice. CONSULTANT, and its vendors, shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/1-101, et seq., and with all rules and regulations established by the Department of Human Rights.

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

13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT’S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.

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

14.0 MODIFICATION OR AMENDMENT.

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

14.2 The CONSULTANT acknowledges receipt of a copy of the DuPage County Procurement Ordinance, which is hereby incorporated into this AGREEMENT, and has had an opportunity to review it. CONSULTANT agrees to submit changes to the Scope of Work or compensation in accordance with said Ordinance.

15.0 TERM OF THIS AGREEMENT.

15.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:

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

(b) The expiration of this AGREEMENT on December 31, 2018, or to a new date agreed upon by the parties.

(c) The completion by the CONSULTANT and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before December, 2018.

15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b), above, or after the early termination of this AGREEMENT, or during a provisional extension period. The COUNTY is not liable and will not pay the CONSULTANT for any work performed after the AGREEMENT’S expiration or termination. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for work satisfactorily performed prior to the AGREEMENT’S termination, or expiration, and delivered in accord with Paragraph 6.1, above.

15.3 The term for performing this AGREEMENT may be amended by a Change Order, or other COUNTY designated form, signed by both parties without formal amendment pursuant to Paragraph 14.1, above.

16.0 TERMINATION
16.1 Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the other party, except in the event of CONSULTANT’S failure to maintain suitable insurance at the requisite coverage amounts, insolvency, bankruptcy or receivership, or if the CONSULTANT is barred from contracting with any unit of government, or is subsequently convicted or charged with a violation of any of the statutes or ordinances identified in Section 13.0, above, in which case termination shall be effective immediately upon receipt of notice from the COUNTY, at the COUNTY’S election.

16.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, excepting surviving insurance and indemnification obligations, but the parties shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for deliverables tendered prior to termination. There shall be no termination expenses.

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

17.0 ENTIRE AGREEMENT.

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

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

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

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

18.0 ASSIGNMENT.

18.1 Either party may assign this AGREEMENT provided, however, the other party shall first approve such assignment, in writing which assignment shall not be unreasonably withheld.
19.0 SEVERABILITY.

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

19.2 In the event of the contingency described in Paragraph 19.1, above, the parties shall make a good faith effort to amend this AGREEMENT pursuant to Paragraph 14.1, above, in order to remedy and or, replace any provision declared unenforceable or invalid.

20.0 GOVERNING LAW.

20.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.

20.2 The venue for resolving any disputes concerning the parties’ respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

21.0 NOTICES.

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

Cityworks-Azteca Systems
2021 S. 18th Ave. #102
West Bend, WI 53095
ATTN: David Horton

With an additional copy to:
Azteca Systems, LLC
11075 South State, Suite 24
Sandy, Utah 84070
ATTN: Daniel O. Duffin

DuPage County Department of Stormwater Management.
421 N. County Farm Road
Wheaton, Illinois 60187
ATTN: Anthony Charlton, Director

21.2 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (8:00 a.m.-4:30 p.m. CST or CDT Monday–Friday); or (b) served by
facsimile transmission during regular business hours (8:00 a.m.-4:30 p.m. CST or CDT Monday–Friday); or (c) served by email transmittal during regular business hours (8:00 a.m.-4:30 p.m. CST or CDT Monday–Friday), return receipt requested; or (d) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served personally or by facsimile transmission shall be effective upon receipt, notices served by email shall be effective upon confirmation of delivery by electronic receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth in Paragraph 14.1, above.

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

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

23.0 FORCE MAJEURE.

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

24.0 QUALIFICATIONS

24.1 The CONSULTANT shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the work covered under this AGREEMENT, for which Illinois Statutes require license or registration, and further shall employ only well qualified persons in responsible charge of any elements of the work covered under this AGREEMENT, all subject to COUNTY approval. This provision shall also apply to any vendors used by the CONSULTANT in the performance of AGREEMENT-related work.

24.2 The CONSULTANT’s key personnel specified in the AGREEMENT (Project Director David Horton, and other Professional Services staff deemed appropriate to be assigned based on staff availability (resumes previously provided in SOI) shall be considered essential to the work covered under this AGREEMENT. If for any reason, substitution of a key person becomes necessary, the CONSULTANT shall provide advance
written notification of the substitution to the COUNTY. Such written notification shall include the proposed successor's name and resume of their qualifications. The COUNTY shall have the right to approve or reject the proposed successor.

24.3 Failure of the CONSULTANT to use qualified personnel to perform technical or professional service for any task, assignment or project related to this AGREEMENT shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for an immediate termination of this AGREEMENT.

24.4 The CONSULTANT shall require any vendors utilized for AGREEMENT-related work to employ qualified persons to the same extent such qualifications are required of the CONSULTANT’S personnel. The COUNTY shall have the same rights under Paragraph 24.3, above, with respect to the CONSULTANT’S vendors being properly staffed while engaged in AGREEMENT-related work.

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

COUNTY OF DUPAGE

Azteca Systems, LLC

BY: _________________________     BY: __ ________________________
DANIEL J. CRONIN     Brian L. Haslam

ATTEST:

BY: ___________________________    BY: _____________________
PAUL HINDS, COUNTY CLERK     NAME:                        
                               TITLE:
EXHIBIT A

SCOPE OF WORK

This Exhibit includes the scope of work for the services of Azteca Systems for Cityworks asset management database configuration. (Software is licensed under a separate software license agreement).

Task 1 - Evaluation:
The organization's geodatabase and Cityworks AMS database will be delivered to Azteca. Azteca will evaluate/verify the existing configuration in Server AMS as well as the enterprise geodatabase and identify any changes needed to the configuration. Changes will be performed by the organization under the direction of Azteca.

Task 2 - On-Site Workflow Review Meeting (3 days):
An on-site kickoff meeting will be held to collect all the information about the organization's workflows that will be input into Cityworks. Configuration to include: up to 90 work order, 90 service requests, and 15 custom inspection types for one domain with up to 5 security groups. Configuration also includes employee, material, equipment lists and basic print templates. Cityworks provides an intuitive and robust ad-hoc reporting engine, and preconfigured reports are available on mycityworks.com. Should the organization desire customized reports, a separate quote will be provided. The organization shall configure/provide the map services that will be used in conjunction with Cityworks. Note: Requires Esri 10.1 SP1, 10.2, 10.2.1, 10.2.2, 10.3, 10.3.1, 10.4, or 10.4.1

Task 3 - Initial Cityworks Database Configuration (Azteca's offices):
Azteca will configure the Cityworks database with the work order, service request, and custom inspection types collected in the Workflow meeting. This task will take place at Azteca’s offices.

Task 4 - On-site Installation and Review of Configured Database (1 day):
Azteca will install and provide the organization with a review of the configured database. If the organization desires changes, they can be made on the spot. If the effort to make additional changes exceeds the time for allocated for this task, hours from task 7 will be used. [NOTE: This task to be combined with Task 5.]

Task 5 - On-site Admin User Training (2 days):
Azteca will supply 1 trainer to conduct Designer and Server AMS Admin Training to the organization's Administrators. The organization will need to identify who will be trained. The organization will provide the training facility including computers and a high-resolution computer screen projector. Class size to be no more than 6 students plus the instructor. Additional students not allowed.
Task 6 - On-site End User Training (4 days):
Azteca will supply 1 trainer to conduct "train-the-trainer" style training. The organization will need to identify who will be trained. The organization will provide the training facility including computers and a high-resolution computer screen projector. Coming into training, the users will need to possess basic functional knowledge of Personal Computers. Class size to be no more than 6 students plus the instructor. Additional students not allowed.

Task 7 - Up to 20 ad-hoc remote hours:
Provided during or after the implementation as needed to answer any questions or to supply support on technical implementation matters.
EXHIBIT B

DELIVERABLES

The following deliverables will be submitted to the COUNTY before completion of the contract.

None
EXHIBIT C

SCHEDULE OF FEES

The CONSULATNT will bill the COUNTY for all tasks, assignments, and work performed in accordance with the following schedule of fees.

<table>
<thead>
<tr>
<th>Core Implementation – <em>firm fixed fees:</em></th>
<th>Qty</th>
<th>Unit</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Evaluation</td>
<td>1</td>
<td>4,000.00</td>
<td>4,000.00</td>
</tr>
<tr>
<td>2 On-site Workflow Review Meeting (3 days)</td>
<td>3</td>
<td>2,200.00</td>
<td>6,600.00</td>
</tr>
<tr>
<td>3 Initial Cityworks Database Configuration</td>
<td>1</td>
<td>24,000.00</td>
<td>24,000.00</td>
</tr>
<tr>
<td>4 On-site Installation and Review of Configured Database (1 day)</td>
<td>1</td>
<td>2,200.00</td>
<td>2,200.00</td>
</tr>
<tr>
<td>5 On-site Admin User Training (2 days)</td>
<td>2</td>
<td>2,200.00</td>
<td>4,400.00</td>
</tr>
<tr>
<td>6 On-site End User Training (4 days)</td>
<td>4</td>
<td>2,200.00</td>
<td>8,800.00</td>
</tr>
<tr>
<td>7 Up to 20 ad-hoc remote hours</td>
<td>20</td>
<td>200.00</td>
<td>4,000.00</td>
</tr>
</tbody>
</table>

**Total Core Implementation:** 54,000.00

*Notes:
1. The County shall provide all 3rd party software required for this implementation.
2. The County shall provide all hardware needed to support this implementation.
3. Installation, configuration, deployment and management of all 3rd party software and hardware associated with this effort is the responsibility of the County.
4. Tasks are invoiced upon completion. Payment of invoices shall be made in accordance with the Illinois Prompt Payment Act.*
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: Azteca Systems LLC
Contact Phone: 801-523-2751

Company Contact: David Horton
Contact Email: dhorton@cityworks.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 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: David Horton
Title: Sr. Project Manager
Date: Feb 20, 2018

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