CALL TO ORDER

ROLL CALL

CHAIRMAN'S REMARKS

PUBLIC COMMENT

APPROVAL OF MINUTES

A. Technology Committee - Regular Meeting - Tuesday October 9th, 2018

ACTION ITEMS

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

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

C. TE-P-0287-18 Recommendation for the approval of a contract purchase order to CDW Government, Inc., to procure network switch equipment for the County's core network and Data Center, for Information Technology, for a contract total amount of $107,679.60. Contract pursuant to the Intergovernmental Cooperation Act (National IPA) contract #201811-01.

D. TE-P-0288-18 Recommendation for the approval of a contract purchase order to Sentinel Technologies, Inc., to provide time and materials maintenance service for personal computers, related equipment, peripherals, printers, and network equipment. This contract covers the period of November 1, 2018 through October 31, 2021 for Information Technology, for a contract total amount of $120,000.00, per lowest responsible bid #18-159-GV.
E. TE-P-0289-18 Recommendation for the approval of a contract purchase order to Telcom Innovations Group for the renewal of hardware and software maintenance of the telephone system, voice mail and auxiliary systems. This contract covers the period of November 1, 2018 through October 31, 2019 for Information Technology, for a contract total amount of $38,349.85. Third of three (3) optional twelve- (12) month renewals per bid award 15-182-KK.

F. TE-P-0290-18 Recommendation for the approval of a contract purchase order to CDWG, Inc., to enter into an Enterprise Term License Agreement with Adobe Systems Incorporated for Adobe software licensing for use by DuPage County and the Forest Preserve District of DuPage County, for the period of November 10, 2018 through November 9, 2019, for Information Technology, for a contract total of $81,045.44. Contract pursuant to the Intergovernmental Cooperation Act (National IPA Cooperative Purchasing Agreement #201811-01)

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

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

I. 2018-255 Recommendation for the approval of a contract purchase order to Infor (US) Inc., for application support with the Human Resources and Payroll modules of the ERP system for the Human Resources Department, covering the period of November 1, 2018 through October 31, 2019, for a total contract amount of $22,800.00. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108 (1) (b).

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

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

7. INFORMATIONAL ITEMS
A. AS-P-0274-18 Recommendation for the approval of a contract purchase order to Pethealth Services Inc., for new shelter database software for a five (5) year period beginning October 23, 2018, for a contract total not to exceed $243,850.00, per most qualified offeror per proposal 18-094-JM. Future required customized modules will be added via a Change Order.

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

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

8. OLD BUSINESS

9. NEW BUSINESS

10. EXECUTIVE SESSION

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

      i. Cyber Security Report

11. ADJOURNMENT
October 9, 2018  Regular Meeting  9:00 AM

COUNTY BOARD ROOM
421 N. COUNTY FARM ROAD
WHEATON, IL  60187

1. CALL TO ORDER

9:00 AM meeting was called to order by Chairman Kevin Wiley at 9:11 AM.

2. ROLL CALL

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

Conor McCarthy was present as a representative for Member Robert Berlin, State's Attorney.

3. CHAIRMAN'S REMARKS

Chairman Wiley noted there will be an Election Commission update under New Business.

4. PUBLIC COMMENT

None.

5. APPROVAL OF MINUTES

A. Technology Committee - Regular Meeting - Sep 25, 2018 9:00 AM

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Elizabeth Chaplin, District 2
SECONDER: Tim Elliott, District 4
AYES: Anderson, Berlin, Bucholz, Chaplin, Elliott, Gavanes, Grogan, Henry, Kachiroubas, Krajewski, Wiley
ABSENT: Zaruba

6. ACTION ITEMS
A. TE-P-0262-18 Recommendation for the approval of a contract purchase order to Carahsoft Technology Corporation for the annual support and hosting for Agenda and Minutes Meeting Management System and Civic Streaming for Information Technology. This contract covers the period of November 1, 2018 through October 31, 2019, for a contract total amount of $37,094.76. Per Cooperative Purchasing Agreement Pricing, in compliance with 30 ILCS 525/2 "Governmental Joint Purchasing Act" Government Services Administration #GS-35F-0119Y.

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

B. TE-P-0263-18 Recommendation for the approval of a contract purchase order to CDW Government, Inc., for Fatpipe WARP Load Balancing Appliance and Service for Information Technology, for a contract total amount of $30,932.00; exempt from bidding per 55 ILCS 5/5-1022 "Competitive Bids" (d) IT/Telecom purchases under $35,000.00.

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

C. TE-P-0264-18 Recommendation for the approval of a contract purchase order to Infor (US) Inc., for ERP software maintenance and support, for Information Technology. This contract covers the period of November 13, 2018 through November 12, 2019, for a contract total amount of $167,909.12, per DuPage County Purchasing Ordinance, Article 4-102(5) - Sole Source. This is proprietary software that must be maintained by the vendor, Infor (US) Inc.

RESULT: APPROVED [UNANIMOUS]
MOVER: Gwen Henry, Ex-Officio - Treasurer
SECONDER: Elizabeth Chaplin, District 2
ABSENT: Zaruba
D. 2018-247 Recommendation for the approval of a contract purchase order to Sentinel Technologies, Inc., to provide maintenance and support for legacy peripherals, which include the line printer, tape drives, controller, and frame, for Information Technology, for the period of December 1, 2018 through November 30, 2019, for a contract total amount of $8,988.00, per lowest responsible quote Q18-198-IT, subject to three (3) additional twelve (12) month renewals.

RESULT: APPROVED [UNANIMOUS]
MOVER: Janice Anderson, District 5
SECONDER: Elizabeth Chaplin, District 2
AYES: Anderson, Berlin, Bucholz, Chaplin, Elliott, Gavanes, Grogan, Henry, Kachiroubas, Krajewski, Wiley
ABSENT: Zaruba

7. INFORMATIONAL ITEMS

Member Kachiroubas moved, seconded by Member Gavanes, to combine and place on file items 7A and 7B. All ayes. Motion carried.

A. PW-P-0258-18 Recommendation for the approval of a contract purchase order to Comcast Business Communications, LLC, to provide internet services for Knollwood WWTP, and the Marionbrook underground facility, for Public Works, for a three year contract period of December 1, 2018 through November 30, 2021, for a total contract amount not to exceed $33,000.00, per 55 ILCS 5/5-1022 "Competitive Bids" (d) IT/Telecom purchases under $35,000.00.

RESULT: APPROVED [UNANIMOUS]
MOVER: Chris Kachiroubas, Circuit Court Clerk
SECONDER: Dino C. Gavanes, District 1
AYES: Anderson, Berlin, Bucholz, Chaplin, Elliott, Gavanes, Grogan, Henry, Kachiroubas, Krajewski, Wiley
ABSENT: Zaruba

B. 2018-235 Recommendation for the approval of a contract purchase order to CDWG for the purchase of eight (8) HP EliteBook laptops and three (3) Surface Pros with keyboards for Community Services, for a contract total amount not to exceed $15,210.28. Contract pursuant to the Intergovernmental Cooperation Act (National IPA/TCPM). (Senior Services/CCU Grant)
8. OLD BUSINESS
None.

9. NEW BUSINESS

A. Election Commission Report - Don Carlsen, CIO

Don Carlsen, CIO, discussed the attached spreadsheet with the committee regarding the Election Commission. He explained how IT staff has been assisting the Election Commission and broke down what projects they have worked on with and for the commission.

Member Grogan asked what is considered best practice for how often penetration and/or vulnerability testing is done. Chairman Wiley responded it is done as-needed. Mr. Carlsen added that the County owns a tool to complete it themselves and they also do independent testing on at least an annual basis.

Member Grogan asked if GEMS is a type of software; Mr. Carlsen responded it is a third-party tabulation software. Member Grogan asked about outsourcing tabulations. Mr. Carlsen explained the software is called air gap, meaning it has no connection to any internet or server.

Member Chaplin inquired about an article she read regarding the Illinois State Board of Elections and funds that were being awarded to different counties for cyber security. Mr. Carlsen said DuPage County staff attended the meeting and was awarded about $139,000. He continued explaining staff is figuring out how to spend the money.

Member Gavanes asked staff to send a copy of the spreadsheet to the committee.

   i. Election Commission Report - Related Technology Tasks

   RESULT: HAND OUT
B. Discussion

Member Chaplin asked what the County is doing about including closed captioning for its County Board meetings. Mr. Carlsen responded the County would need a stenographer or voice recognition software. He added that fees for a stenographer appear to cost around $10 to $15 per minute. Chairman Wiley said that options are being explored. Mr. Carlsen noted that Tom Cuculich, County Administrators, is working with Senior Staff to see if any staff members are available to assist.

Mr. Carlsen and Member Grogan mentioned that with advanced notice, accommodations can be made. Member Anderson then asked what other counties do. Mr. Carlsen responded that most other counties state the same: with advanced notice, accommodations can be made.

Wendi Wagner, Network Systems Manager, told the committee that assistance devices are available but, unfortunately, the device malfunctioned last meeting.

Member Chaplin suggested closed-captioning meetings. Mr. Carlsen said there is a service that does it, noting that the federal government may mandate it. He said he would mention it to Mr. Cuculich and then report back to the committee with the options available.

Mr. Grogan suggested adding signage showing assistance devices are available; Joe Hamlin, IT staff, responded that such signage already exists.

10. ADJOURNMENT

With no further business, the meeting was adjourned.
Requisition 25k and over

TE-P-0285-18

AWARDING RESOLUTION TO
INSIGHT PUBLIC SECTOR, INC.
FOR LAPTOPS
(CONTRACT AMOUNT: $89,880.00)

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and National Intergovernmental Purchasing Alliance (U.S. Communities), the County of DuPage will contract with Insight Public Sector, Inc.; and

WHEREAS, the Technology Committee recommends County Board approval for the issuance of a contract purchase order to Insight Public Sector, Inc., for the procurement of 70 laptops for use in the State's Attorney's Office, for Information Technology.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, for the procurement of 70 laptops for use in the State's Attorney's Office, for Information Technology, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Insight Public Sector, Inc., 6820 Harl Avenue, Tempe, AZ 85283-4318, for a contract total amount of $89,880.00, per U.S. Communities cooperative purchasing agreement pricing, in compliance with 30 ILCS 525/2 "Governmental Joint Purchasing Act".

Enacted and approved this 23rd day of October, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________
________________________________
PAUL HINDS, COUNTY CLERK
Requisition 25k and over

TE-P-0285-18

PROCUREMENT REVIEW CHECKLIST
REQUISITION

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>NEW PURCHASE ORDER REQUEST</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE SUBMITTED</td>
</tr>
<tr>
<td>October 10, 2018</td>
</tr>
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<table>
<thead>
<tr>
<th>CONTRACT TOTAL AMOUNT</th>
<th>TOTAL AMOUNT</th>
<th>REQUESTING DEPT.</th>
<th>INFORMATION SYSTEMS</th>
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<tbody>
<tr>
<td>$89,880.00</td>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>SOLICITATION METHOD FOR SOURCE SELECTION</th>
</tr>
</thead>
</table>

- Sarah Godzicki  Completed  10/11/2018 9:14 AM
- Deborah Hanson  Completed  10/11/2018 9:50 AM
- Donald Carlsen  Completed  10/11/2018 10:36 AM
- Kathy Ostrowski Completed  10/12/2018 2:08 PM
- James McGuire   Completed  10/12/2018 3:43 PM
- Paul Rafac      Completed  10/17/2018 2:25 PM
- Tom Cuculich   Completed  10/17/2018 2:38 PM
- Kathy Ostrowski Completed  10/18/2018 10:26 AM
- Technology Committee  Pending  10/23/2018 9:00 AM
- Finance Committee  Pending  10/23/2018 8:00 AM
- County Board    Pending  10/23/2018 10:00 AM
Procurement Review Checklist
Procurement Services Division

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

Vendor: Insight Public Sector
Vendor #: 10809
Contract Term:
Contract Total: $89,880.00

Dept: Information Technology
Contact: Wendi Wagner
Phone: 630-407-5064
Assigned Committee: Technology

Description of Procurement/Scope of Work/Background
Procure 70 laptops for use in the State’s Attorney Office.

Reason for Procurement
The current laptops used by the State’s Attorney’s Office are getting close to end of life

FUNDING SOURCE

Procurement budgeted for (FY and budget code(s)): FY18 - 1000-1160-52100-1110
☐ Budget Transfer (Date) 
Add'l Information

DECI SION MEMO NOT REQUIRED

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

DECI SION MEMO REQUIRED

☐ Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS5225)
☐ Per Coop (DPC4-107) select one below

U.S. Communities #
440000664

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

PREPARED BY AND APPROVAL(S) (Initials Only)

Prepared By
Date
Recommended for Approval
Date
IT Approval, if required
Date

REVIEWED BY (Initials Only)

Buyer
Date
Procurement Officer
Date

Chief Financial Officer
Date
Chairman’s Office
Date

(Decision Memos Over $25,000)

(Decision Memos Over $25,000)

Packet Pg. 11

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER

Rev 1.8
9/11/17
### Purchase Requisition

**Procurement Services Division**

#### Send Purchase Order To:
- **Vendor:** Insight Public Sector  
  **Vendor #:** 10809  
- **Attn:** Bob Erwin  
  **Email:** berwin@insight.com  
- **Address:** 6820 Harl Ave  
- **City:** Tempe  
  **State:** AZ  
  **Zip:** 85283-4318  
- **Phone:** 800-467-4448

#### Send Invoices To:
- **Dept:** Information Technology  
- **Attn:** Sarah Godzicki  
  **Email:** sarah.godzicki@dupageco.org  
- **Address:** 421 N. County Farm Road  
- **City:** Wheaton  
  **State:** IL  
  **Zip:** 60187  
- **Phone:** 630-407-5000

#### Send Payments To:
- **Vendor:** Insight Public Sector  
  **Vendor #:** 10809  
- **Attn:** Wendi Wagner  
  **Email:** wendi.wagner@dupageco.org  
- **Address:** 6820 Harl Ave  
- **City:** Tempe  
  **State:** AZ  
  **Zip:** 85283-4318  
- **Phone:** 800-467-4448

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

#### Ship To:
- **Dept:** Information Technology  
- **Attn:** Wendi Wagner  
  **Email:** wendi.wagner@dupageco.org  
- **Address:** 421 N. County Farm Road  
- **City:** Wheaton  
  **State:** IL  
  **Zip:** 60187  
- **Phone:** 630-407-5000

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<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extensor</th>
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<td>3RF08UT#AB A</td>
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<td>18</td>
<td>1000</td>
<td>1160</td>
<td>52100</td>
<td>1110</td>
<td>1,284.00</td>
<td>89,880</td>
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**Requisition Total:** $89,880

---

**Header Comments** (these comments will appear on the PO20 and PO25 Purchase Order):
- As specified in Quote 220544088  
- U.S. COMMUNITIES IT PRODUCTS & SERVICES(#4400006644)

**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):

---

Attachment: Insight - Purchase Requisition (TE-P-0285-18 : Insight Public Sector for 70 laptop computers)
### 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:** Information Technology  
**Department Contact:** Wendi Wagner  
**Contact Email:** wendi.wagner@dupageco.org  
**Vendor Name:** Insight Public Sector  
**Contact Phone:** 630-407-5064  
**Vendor #:** 10809

---

**Date:** Oct 10, 2018  
**MinuteTraq (IQM2) ID #:** 13681  
**Department Requisition #:**

---

**Action Requested**

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

Procure new laptop computers for use in the State's Attorney Office.

---

**Summary Explanation/Background**

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

These laptops will replace end of life laptops in the State's Attorney's Office.

---

**Strategic Impact**

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

These laptops will aid the State's Attorney's Office in the prosecution of crimes.

---

**Source Selection/Vetting Information**

- Describe method used to select source.

This pricing is based on the pre-bid US Communities Contract #4400006644.

---

**Recommendations/Alternatives**

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

Staff recommends purchasing these laptops off of the US Communities pricing.

---

**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.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Account Number</th>
<th>Budgeted Amount</th>
<th>Source of Funds</th>
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<tr>
<td>FY 18</td>
<td>1000-1160-52100-1110</td>
<td>$89,880.00</td>
<td></td>
</tr>
</tbody>
</table>

---

*Attachment: Insight - Decision Memo (TE-P-0285-18 : Insight Public Sector for 70 laptop computers)*
SOLD-TO PARTY  10249616
DUPAGE COUNTY
421 N COUNTY FARM RD
WHEATON IL  60187-3978

SHIP-TO PARTY
DUPAGE COUNTY
421 N COUNTY FARM RD
WHEATON IL  60187-3978

We deliver according to the following terms:

Payment Terms  : Net 30 days
Ship Via  : Insight Assigned Carrier/Ground
Terms of Delivery  : FOB DESTINATION
Currency  : USD

In order for Insight to accept Purchase Orders against this contract and honor the prices on this quote, your agency must be registered with U.S. Communities. Our sales teams would be happy to assist you with your registration. Please contact them for assistance -- the registration process takes less than five minutes.

<table>
<thead>
<tr>
<th>Material</th>
<th>Material Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>3RF08UT#ABA</td>
<td>HP EliteBook 840 G5 - 14&quot; - Core i5 8250U - 16 GB RAM - 512 GB SSD - US U.S. COMMUNITIES IT PRODUCTS &amp; SERVICES(#440006644)</td>
<td>70</td>
<td>1,284.00</td>
<td>89,880.00</td>
</tr>
</tbody>
</table>

Product Subtotal  89,880.00
TAX  0
Total  89,880.00

Thank you for considering Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Bob Erwin
4803667058
BERWIN@INSIGHT.COM
U.S. Communities IT Products, Services and Solutions Contract No. 4400006644

Insight Public Sector (IPS) is proud to be a contract holder for the U.S. Communities Technology Products, Services, Solutions Related Products and Services Contract.

This competitively solicited contract is available to participating agencies of the U.S. Communities Government Purchasing Alliance. U.S. Communities assists local and state government agencies, school districts (K-12), higher education, and nonprofits in reducing the cost of purchased goods by pooling the purchasing power of public agencies nationwide. This is an optional use program with no minimum volume requirements and no cost to agencies to participate.

Regarding tariff impacts on IPS contract quotes, Insight is communicating with the contracting officials on the contracts held by Insight to minimize the impact of tariffs to our clients.

Thanks for choosing Insight!

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

The U.S. government has imposed tariffs on technology-related goods. Many of Insight’s OEM and distribution partners have notified Insight that these tariffs will result in frequent and significant price increases. Some of our major partners have already provided Insight with cost increases, in some instances multiple times per day, while other providers are still assessing their situations. Due to the situation it is possible this quote may be subject to cost changes for Insight which will necessitate change to the quoted pricing, or withdrawal of the quote.

This purchase is subject to Insight’s online Terms of Sale unless you have a separate purchase agreement signed by both your company and Insight, in which case, that separate agreement will govern. Insight’s online Terms of Sale can be found at: http://www.insight.com/en_US/help/terms-of-sale-products-ips.html
The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

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

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

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

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

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

<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 disbandment 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
- 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: Erica Falchetti
Title: Capture Manager
Date: 10/12/18

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
AWARDING RESOLUTION TO
HEWLETT PACKARD ENTERPRISE, INC.
FOR TWO (2) SERVERS
(CONTRACT TOTAL AMOUNT $45,332.38)

WHEREAS, pursuant to the Governmental Joint Purchasing Act, 30 ILCS 525/2, the County of DuPage will contract with the State of Illinois Master Contract #CMS694748A and

WHEREAS, the Technology Committee recommends County Board approval for issuance of a contract purchase order to Hewlett Packard Enterprise, Inc., for the purchase of two (2) HP DL380 Gen 10 servers, for Information Technology.

NOW, THEREFORE BE IT RESOLVED, that said contract for the purchase of two (2) HP DL380 Gen 10 servers, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Hewlett Packard Enterprise, Inc., 8000 Foothills Blvd., MS 5509, Roseville, CA 95747, for a contract total amount of $45,332.38, per Cooperative Purchasing Agreement Pricing, in compliance with 30 ILCS 525/2 "Governmental Joint Purchasing Act" - State of Illinois Master Contract #CMS694748A.

Enacted and approved this 23rd day of October, 2018 at Wheaton, Illinois.

________________________________________
DANIEL J. CRONIN, CHAIRMAN
DUPAGE 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>
<th>REQUESTING DEPT.</th>
<th>INFORMATION SYSTEMS</th>
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<td>$45,332.38</td>
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### SOLICITATION METHOD FOR SOURCE SELECTION

**Decision Memo Required**  Per Cooperative Agreement

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<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date/Time</th>
</tr>
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<tbody>
<tr>
<td>Sarah Godzicki</td>
<td>Completed</td>
<td>10/10/2018 4:21 PM</td>
</tr>
<tr>
<td>Deborah Hanson</td>
<td>Completed</td>
<td>10/11/2018 9:52 AM</td>
</tr>
<tr>
<td>Donald Carlsen</td>
<td>Completed</td>
<td>10/11/2018 10:35 AM</td>
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<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>10/12/2018 8:55 AM</td>
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<tr>
<td>Jennifer A. Sinn</td>
<td>Completed</td>
<td>10/15/2018 1:27 PM</td>
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<td>James McGuire</td>
<td>Completed</td>
<td>10/16/2018 10:54 AM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>10/17/2018 2:12 PM</td>
</tr>
<tr>
<td>Tom Cuculich</td>
<td>Completed</td>
<td>10/17/2018 2:39 PM</td>
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<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>10/18/2018 12:42 PM</td>
</tr>
<tr>
<td>Technology Committee</td>
<td>Pending</td>
<td>10/23/2018 9:00 AM</td>
</tr>
<tr>
<td>Finance Committee</td>
<td>Pending</td>
<td>10/23/2018 8:00 AM</td>
</tr>
<tr>
<td>County Board</td>
<td>Pending</td>
<td>10/23/2018 10:00 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: Hewlett Packard Enterprise, Inc.
Vendor #: 23068
Dept: Information Technology
Contact: Wendi Wagner
Phone: 630-407-5064

Contract

Term:

Total:

Assigned
Committee:

procurement of two (2) HP DL380 Gen 10 servers.

Reason for
Procurement

These servers will replace two physical servers that house most of the County's SQL databases.

FUNDING SOURCE

☐ Procurement budgeted for (FY and budget code(s)): FY18 - 1000-1150-54100-1110

☐ Budget Transfer (Date) __________________________ Add'l Information __________________________

DEcISION MEMO NOT REQUIRED

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

☐ RENEWAL, Enter Bid and/or PO# __________________________ ☐ Intergovernmental Agreement

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

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

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

BASIS OF DECISION MEMO (attach Decision Memo)

☐ EXEMPT FROM BIDDING PER ILLINOIS COMPILED STATUTES

☐ GOVERNMENT AGENCY (select one below)

☐ State of Illinois - Master Contracts # CMS694748A

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

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

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

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

☐ OTHER THAN LOWEST RESPONSIBLE, BID # __________________________

PREPARED BY AND APPROVAL(S) (Initials Only)

S.J.G. Oct 10, 2018
Prepared By __________________________ Date __________________________
Recommended for Approval __________________________ Date __________________________
IT Approval, if required __________________________ Date __________________________

REVIEWED BY (Initials Only)

__________________________ 10-16-18
Buyer __________________________ Date __________________________

__________________________ 10-12-18
Chief Financial Officer (Decision Memos Over $25,000) __________________________ Date __________________________

__________________________ 10-16-18
Procurement Officer __________________________ Date __________________________

__________________________ 10-12-18
Chairman's Office (Decision Memos Over $25,000) __________________________ Date __________________________
**Purchase Requisition**

**Procurement Services Division**

**Date:** Oct 10, 2018

**MinuteTraq (IQM2) ID #:** 13669

**Department Req #:**

**RFP, Bid or Quote #:** NQ00264511

---

### Send Purchase Order To:

<table>
<thead>
<tr>
<th>Vendor: Hewlett Packard Enterprise Company</th>
<th>Vendor #: 23068</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Email:</td>
<td></td>
</tr>
<tr>
<td>Address: 8000 Foothills Blvd, MS 5509</td>
<td></td>
</tr>
<tr>
<td>City: Roseville State: CA Zip: 95747</td>
<td></td>
</tr>
<tr>
<td>Phone: Fax:</td>
<td></td>
</tr>
</tbody>
</table>

### Send Invoices To:

<table>
<thead>
<tr>
<th>Dept: Information Technology Division:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Sarah Godzicki Email: <a href="mailto:sarah.godzicki@dupageco.org">sarah.godzicki@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 421 N. County Farm Road Room:</td>
</tr>
<tr>
<td>City: Wheaton State: IL Zip: 60187</td>
</tr>
<tr>
<td>Phone: 630-407-5000 Fax: 630-407-5001</td>
</tr>
</tbody>
</table>

### Send Payments To:

<table>
<thead>
<tr>
<th>Vendor: Hewlett Packard Enterprise Company</th>
<th>Vendor #: 23068</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Email:</td>
<td></td>
</tr>
<tr>
<td>Address: 33153 Collection Center Drive</td>
<td></td>
</tr>
<tr>
<td>City: Chicago State: IL Zip: 60693-3153</td>
<td></td>
</tr>
<tr>
<td>Phone: Fax:</td>
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### Payment Terms

<table>
<thead>
<tr>
<th>F.O.B.</th>
<th>PO 20 Delivery Date</th>
<th>Requisitioner</th>
</tr>
</thead>
<tbody>
<tr>
<td>PER 50 ILCS 505/1</td>
<td>ASAP</td>
<td>Wendi Wagner</td>
</tr>
</tbody>
</table>

### Ship To:

<table>
<thead>
<tr>
<th>Dept: Information Technology Division:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Wendi Wagner Email: <a href="mailto:wendi.wagner@dupageco.org">wendi.wagner@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 421 N. County Farm Road Room:</td>
</tr>
<tr>
<td>City: Wheaton State: IL Zip: 60187</td>
</tr>
<tr>
<td>Phone: 630-407-5000 Fax: 630-407-5001</td>
</tr>
</tbody>
</table>

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### LN |

<table>
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<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>Two HPE DL560 Gen 10 8SFF Servers as specified in HPE quote number NQ00254987-01</td>
<td>18</td>
<td>1000</td>
<td>1160</td>
<td>54100</td>
<td>1110</td>
<td>45,332.38</td>
<td>45,332</td>
</tr>
</tbody>
</table>

**Requisition Total:** $45,332.38

---

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

As specified in HPE quote NQ00264511-01

---

**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):

---

Attachment: HPE - Purchase Requisition (HPE) (TE-P-0286-18 : Hewlett Packard Enterprise, Inc. for two HP DL380 Gen 10 servers)
Decision Memo
Procurement Services Division

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

Date: Oct 10, 2018
MinuteTraq (IQM2) ID #: 13669
Department Requisition #: ____________________________

Requesting Department: Information Technology
Department Contact: Wendi Wagner
Contact Email: wendi.wagner@dupageco.org
Contact Phone: 630-407-5064
Vendor Name: Hewlett Packard Enterprise, Inc.
Vendor #: 23068

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.
Procurement of two (2) HP DL380 Gen 10 servers.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.
These two HPE DL380 servers will replace two aging servers that house most of the County's SQL databases.

Strategic Impact
Customer Service
Select one of the five strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.
These servers will be set up in a failover capacity to ensure that the County's SQL databases are always available.

Source Selection/Vetting Information - Describe method used to select source.
This pricing is based on the pre-bid State of Illinois Master Contract #CMS694748A. This contract was bid by the State of Illinois and is valid until March 2019.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.
Staff recommends procuring this equipment, with the purchase to be made directly to HPE utilizing the State of Illinois contract.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.
FY 18 - 1000-1160-54100-1110 - $45,332.38

Attachment: HPE - Decision Memo (HPE)  (TE-P-0286-18 : Hewlett Packard Enterprise, Inc. for two HP DL380 Gen 10 servers)
Contact Name: Fred Eways  
Phone: +1 703 9662374  
Address: CMS694748A  
Email: fred.eways@hpe.com  
Fax Number:  
Submit Purchase Order To: US-SLED-ORDERS@hpe.com  

### Solution Overview

<table>
<thead>
<tr>
<th>Solution</th>
<th>Net Price</th>
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<tbody>
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<td>Hardware</td>
<td>37,664.28</td>
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<tr>
<td>Software</td>
<td>647.22</td>
</tr>
<tr>
<td>Support</td>
<td>7,020.88</td>
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<tr>
<td>Installation</td>
<td>0.00</td>
</tr>
<tr>
<td>Other</td>
<td>0.00</td>
</tr>
</tbody>
</table>

Sub-total: USD 45,332.38  
Estimated Delivery Time: 17 Business Days  

### Customer details

| Sold To Address: | County of Dupage  
421 N COUNTY FARM RD  
WHEATON, Illinois, 60187  
US |
|------------------|------------------|
| Ship To Address: | County of Dupage  
421 N COUNTY FARM RD  
WHEATON, Illinois, 60187  
US |

### Legal Quotation:

Hewlett Packard Enterprise Proprietary for Customer Use Only - Do Not Share.
The following structured solution is offered for sale with a defined configuration menu and solution adjustment. Changing the configuration may affect the offer.

<table>
<thead>
<tr>
<th>No.</th>
<th>Qty</th>
<th>Product</th>
<th>Description</th>
<th>Ext Net Price</th>
<th>EDT</th>
</tr>
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<td>I113097674-01</td>
<td>Icon #1</td>
<td>45,332.38</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td><em><strong>Payments will be made in accordance with Illinois Compiled Statute (50 ILCS 505/) Local Government Prompt Payment Act</strong></em></td>
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<tr>
<td>0100</td>
<td>2</td>
<td>841730-B21</td>
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<td>Feature code (option) determines SRT</td>
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<td>Qty</td>
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<td>Description</td>
<td>Ext Net Price</td>
<td>EDT</td>
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<td>HPE 3Y Proactive Care 24x7 wDMR Service</td>
<td>0.00</td>
<td>Support</td>
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<td>HPE iLO Advanced Non Blade - 3yr Support</td>
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<td>Support</td>
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<td>HPE DL560 Gen10 Support</td>
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<td>Support</td>
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</table>

Sub-Total: USD 45,332.38

Freight Estimated Freight Ship Via Total weight 118.854(kg) 0.00

Grand Total: USD 45,332.38
Terms & Conditions

Unless the customer has another valid agreement with Hewlett Packard Enterprise, this quotation is governed by Hewlett Packard Enterprise Customer Terms-Portfolio. A copy of these terms can be found on-line at http://www8.hp.com/us/en/hpe/hp-information/end-user-agreement/terms.html or a copy can be requested from your Customer Service Representative.

For inquiries regarding this quote please contact your HPE sales rep.

*If quoted herein, Remarked Products are fully remanufactured and carry new product warranty. Purchase is subject to inventory availability at receipt of order. Inventory may not be reserved. Hewlett Packard Enterprise reserves the right to substitute new components if appropriate, or to cancel orders by notifying the customer if necessary components are unavailable.

*If quoted herein, Hewlett Packard Enterprise Promotions must be ordered as quoted, no substitutions will be allowed. POs must be received on or prior to the expiration date of the quote or special promotion whichever comes first.

*If quoted herein, Hewlett Packard Enterprise Consignment/Demo equipment is currently at the location listed on this quote. Issuing a PO against this formal quotation will imply acceptance and delivery of the Consignment/Demo inventory. The standard warranty applicable to new equipment will apply. Some demo equipment may contain products that are remanufactured to be functionally equivalent to new.

Unless indicated differently this quote is subject to the terms and conditions as set forth in your Contract ID as referenced in your quote from HPE.
Required Vendor Ethics Disclosure Statement

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

Date: 10/8/18

Bid/Contract/PO #: 

Company Name: Hewlett-Packard Enterprise

Company Contact: Fred Eways

Contact Phone: 512-319-0348

Contact Email: fred.eways@hpe.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: 

Signature on File: 

Printed Name: Alexandra Roman

Title: Inside Sales Representative

Date: 10/8/2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
AWARDING RESOLUTION TO
CDWG, INC., FOR
NETWORK SWITCH EQUIPMENT
(CONTRACT AMOUNT: $107,679.60)

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and National Intergovernmental Purchasing Alliance (National IPA), the County of DuPage will contract with CDWG; and

WHEREAS, CDWG has been awarded several contracts based on the National IPA Contract #201811-01; and

WHEREAS, the Technology Committee recommends County Board approval for the issuance of a contract purchase order to CDWG, Inc., for the procurement of network switch equipment for the County's core network and Data Center, for Information Technology.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, for the procurement of network switch equipment for the County's core network and Data Center, for Information Technology, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to CDW Government, Inc., 230 N. Milwaukee Ave., Vernon Hills, IL 60061, for a contract total amount of $107,679.60, per National IPA cooperative purchasing agreement pricing, in compliance with 30 ILCS 525/2 "Governmental Joint Purchasing Act".

Enacted and approved this 23rd day of October, 2018 at Wheaton, Illinois.

________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

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

TE-P-0287-18

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

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SOLICITATION METHOD FOR SOURCE SELECTION

**Decision Memo Required**  
Per Cooperative Agreement

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Vendor: CDW Government, Inc.  
Vendor #: 10667  
Contract Term:  
Contract Total: $107,679.60

Dept: Information Technology  
Contact: Wendi Wagner  
Phone: 630-407-5064  
Assigned Committee: Technology

Description of Procurement/Scope of Work/Background: Procure HPE Aruba switches and components.

Reason for Procurement: These switches and components will replace the core network switches in the 421, 400, and 503 buildings as well as the main switches in our Data Center.

FUNDING SOURCE

- Procurement budgeted for (FY and budget code(s)): FY18 - 1000-1160-54100-1110
- Budget Transfer (Date)  
- Add'l Information

DECISION MEMO NOT REQUIRED

- LOWEST RESPONSIBLE QUOTE # or BID # ________________________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- RENEWAL, Enter Bid # ________________________
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- PER 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 (30ILCSS25)
- Per Coop (DPC4-107) select one below
  - National IPA/TCPM # 201811-01
  - 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 §10/2 (Architects, Engineers and Land Surveyors)
  - OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
  - REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
  - OTHER THAN LOWEST RESPONSIBLE, BID # ________________________

PREPARED BY AND APPROVAL(S) (Initials Only)

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Recommended for Approval: Date

IT Approval, if required: Date

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Prepared By Date

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IT Approval, if required Date

Buyer Date

Procurement Officer Date

Chairman's Office Date

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER

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**Requisition Total**: $ 107,679.60

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

All above as specified in quote KDFT520 (excluding lines 6 - 11) and per Contract National IPA Technology Solutions (2018011-01)

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

**User Department Internal Notes** (these comments will NOT appear on the Purchase Order):
Decision Memo
Procurement Services Division
This form is required for all Professional Service Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

Requesting Department: Information Technology
Contact Email: wendi.wagner@dupageco.org
Vendor Name: CDW Government, Inc.

Department Contact: Wendi Wagner
Contact Phone: 630-407-5064
Vendor #: 10667

Date: Oct 3, 2018
MinuteTraq (IQM2) ID #: 13666
Department Requisition #: ____________

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

Approval of a new contract to procure HPE/Aruba switches and components.

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

The County's core network currently runs on HP switches and components that are approximately 10 years old. Keeping this network running is critical to the business of the County. By replacing this equipment, we are ensuring that the network remains stable and resilient.

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

Maintaining a stable network ensures the availability of County data, applications and resources.

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

This pricing is based on the pre-bid National IPA contract number 201811-01. CDW is the registered vendor for National IPA and therefore receives better discounts than other vendors for pricing.

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

Staff recommends procuring this equipment, with the purchase to be made through CDW using the National IPA contract.

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

FY18 - 1000-1160-54100-1110 - $107,679.60
Future Operating Costs - 1000-1110-53370 - $5,200.00 annually.
DEAR WENDI WAGNER,

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

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<td>DUPAGE COUNTY DATA PROCESSING DEPARTMENT</td>
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<tr>
<td>421 N COUNTY FARM RD WHEATON, IL 60187-3978</td>
</tr>
<tr>
<td>Phone: (630) 682-7030</td>
</tr>
<tr>
<td><strong>Payment Terms:</strong> Net 30 Days-Govt State/Local</td>
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<th>DELIVER TO</th>
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<tr>
<td><strong>Shipping Address:</strong></td>
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<tr>
<td>DUPAGE COUNTY DATA PROCESSING DEPARTMENT</td>
</tr>
<tr>
<td>421 N COUNTY FARM RD WHEATON, IL 60187-3978</td>
</tr>
<tr>
<td>Phone: (630) 682-7030</td>
</tr>
<tr>
<td><strong>Shipping Method:</strong> DROP SHIP-GROUND</td>
</tr>
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Need Assistance? CDW•G SALES CONTACT INFORMATION

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

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

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

Date: 7/24/18

Company Name: CDW Government LLC
Contact Phone: 1-866-339-7925

Company Contact: Jenn Lagani & Meagan McElone
Contact Email: jennandmeagan@cdwg.com

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

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

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

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
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2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

X 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>
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</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: Matt Flood
Title: Proposals Supervisor
Date: July 24th, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page ____ of _______ (total number of pages)
AWARDING RESOLUTION TO
SENTINEL TECHNOLOGIES, INC. FOR
LABOR AND MATERIALS FOR PC MAINTENANCE
(CONTRACT TOTAL AMOUNT: $120,000.00)

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

WHEREAS, the lowest responsible bidder has been designated and the Technology Committee recommends County Board approval for issuance of a contract purchase order to Sentinel Technologies, Inc., for labor and materials for personal computer maintenance from November 1, 2018 through October 31, 2021, for Information Technology.

NOW, THEREFORE BE IT RESOLVED, that said contract covering said, for labor and materials for personal computer maintenance from November 1, 2018 through October 31, 2021, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Sentinel Technologies, Inc., 2550 Warrenville Road, Downers Grove, IL 60515, for a total contract amount of $120,000.00, per lowest responsible Bid #18-159-GV.

Enacted and approved this 23rd day of October, 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>
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<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
<th>INFORMATION SYSTEMS</th>
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<td>October 5, 2018</td>
<td>$120,000.00</td>
<td>11/01/2018 - 10/31/2021</td>
<td>INFORMATION SYSTEMS</td>
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### SOLICITATION METHOD FOR SOURCE SELECTION

**No Decision Memo Required**  Lowest Responsible Bidder - See attached tabulation

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<thead>
<tr>
<th>Name</th>
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<tbody>
<tr>
<td>Sarah Godzicki</td>
<td>Completed</td>
<td>10/10/2018 2:45 PM</td>
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<tr>
<td>Deborah Hanson</td>
<td>Completed</td>
<td>10/10/2018 2:49 PM</td>
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<tr>
<td>Donald Carlsen</td>
<td>Completed</td>
<td>10/11/2018 10:44 AM</td>
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<td>Kathy Ostrowski</td>
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<td>James McGuire</td>
<td>Completed</td>
<td>10/12/2018 3:47 PM</td>
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<td>Paul Rafac</td>
<td>Completed</td>
<td>10/17/2018 2:22 PM</td>
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<tr>
<td>Finance Committee</td>
<td>Pending</td>
<td>10/23/2018 8:00 AM</td>
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<tr>
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<td>Pending</td>
<td>10/23/2018 10:00 AM</td>
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## 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: Sentinel Technologies, Inc.</th>
<th>Vendor #: 10214</th>
<th>Contract Term: 11/1/2018 to 10/31/2021</th>
<th>Contract Total: $120,000.00</th>
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<tbody>
<tr>
<td>Dept: Information Technology</td>
<td>Contact: Wendi Wagner</td>
<td>Phone: 630-407-5064</td>
<td>Assigned Committee: Technology</td>
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</table>

### Description of Procurement/Scope of Work/Background
Contract for hardware repair of computers, printers, scanners, etc.

### Reason for Procurement
The County purchases extended warranties for computers and printers, however, when those systems go out of warranty, we need to repair them when they break. Having one vendor to complete those repairs on a time and materials basis is the most economical and efficient way to perform those repairs.

### FUNDING SOURCE
- Procurement budgeted for (FY and budget code(s)): FY18 / FY19 / FY20 / FY21 - 1000-1110-53370
- Budget Transfer (Date) Add'l Information

### DECISION MEMO NOT REQUIRED
- LOWEST RESPONSIBLE QUOTE # or BID # 18-159-GV (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- RENEWAL, Enter Bid and/or PO# Intergovernmental Agreement
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- PER SS ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00
- PER SS ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

### BASIS OF DECISION MEMO (attach Decision Memo)
- EXEMPT FROM BIDDING PER ILLINOIS COMPILED STATUTES
- EXPLANATION OF REQUEST FOR PROPOSAL RFP # (include Evaluation Summary if applicable)
- PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- OTHER THAN LOWEST RESPONSIBLE, BID #

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

<table>
<thead>
<tr>
<th>Preparer</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
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<td>10-11-18</td>
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### REVIEWED BY (Initials Only)

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<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
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<th>Date</th>
<th>Chairman's Office</th>
<th>Date</th>
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**Purchase Requisition**

**Procurement Services Division**

**Date:** Oct 5, 2018

**MinuteTraq (IQM2) ID #:** 13644

**Department Req #:**

**RFP, Bid or Quote #:** 18-159-G

### Send Purchase Order To:

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<thead>
<tr>
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<tbody>
<tr>
<td>Attn: Jack Reidy</td>
<td>Email: <a href="mailto:jreidy@sentinel.com">jreidy@sentinel.com</a></td>
</tr>
<tr>
<td>Address: 2550 Warrenville Road</td>
<td></td>
</tr>
<tr>
<td>City: Downers Grover</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone: 630-769-4235</td>
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### Send Invoices To:

<table>
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<th>Vendor #: 10214</th>
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<tbody>
<tr>
<td>Attn: Sarah Godzicki</td>
<td>Email: <a href="mailto:sarah.godzicki@dupageco.org">sarah.godzicki@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 421 N. County Farm Road</td>
<td>Room:</td>
</tr>
<tr>
<td>City: Wheaton</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone: 630-407-5000</td>
<td>Fax: 630-407-5001</td>
</tr>
</tbody>
</table>

### Send Payments To:

<table>
<thead>
<tr>
<th>Vendor: Sentinel Technologies, Inc.</th>
<th>Vendor #: 10214</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Wendi Wagner</td>
<td>Email: <a href="mailto:wendi.wagner@dupageco.org">wendi.wagner@dupageco.org</a></td>
</tr>
<tr>
<td>Address: PO Box 85080</td>
<td></td>
</tr>
<tr>
<td>City: Downers Grove</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone:</td>
<td>Fax:</td>
</tr>
</tbody>
</table>

### Ship To:

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

### Payment Terms:

<table>
<thead>
<tr>
<th>F.O.B.</th>
<th>PO 20 Delivery Date</th>
<th>Requisitioner</th>
</tr>
</thead>
<tbody>
<tr>
<td>PER 50 ILCS 505/1</td>
<td>Contract Administrator</td>
<td>Contract Start Date</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Contract End Date</td>
</tr>
<tr>
<td></td>
<td>Wendi Wagner</td>
<td>Nov 1, 2018</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Oct 31, 2021</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PO25 only</td>
</tr>
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### Item Detail

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td></td>
<td>Labor, materials and travel for maintenance of personal computer equipment 11/1/2018 to 10/31/2021 with one (1) optional one-year renewal</td>
<td>18</td>
<td>1000</td>
<td>1110</td>
<td>53370</td>
<td>3,500.00</td>
<td>3.500</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>EA</td>
<td></td>
<td>Labor, materials and travel for maintenance of personal computer equipment 11/1/2018 to 10/31/2021 with one (1) optional one-year renewal</td>
<td>19</td>
<td>1000</td>
<td>1110</td>
<td>53370</td>
<td>40,000.00</td>
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<td>3</td>
<td>1</td>
<td>EA</td>
<td></td>
<td>Labor, materials and travel for maintenance of personal computer equipment 11/1/2018 to 10/31/2021 with one (1) optional one-year renewal</td>
<td>20</td>
<td>1000</td>
<td>1110</td>
<td>53370</td>
<td>40,000.00</td>
<td>40,000</td>
</tr>
<tr>
<td>4</td>
<td>1</td>
<td>EA</td>
<td></td>
<td>Labor, materials and travel for maintenance of personal computer equipment 11/1/2018 to 10/31/2021 with one (1) optional one-year renewal</td>
<td>21</td>
<td>1000</td>
<td>1110</td>
<td>53370</td>
<td>36,500.00</td>
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<tr>
<td>5</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Requisition Total** $120,000

### Header Comments

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

### Special Instructions/Comments to Buyer or Approver

(These comments will NOT appear on the Purchase Order):

---

**Packet Pg. 40**
## DuPage County Procurement Services Division

**Bid Tabulation**

Q18-159-GV Time & Materials for Computer Hardware Repair

<table>
<thead>
<tr>
<th>FIRM</th>
<th>Hourly Labor Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sentinel Technologies, Inc</td>
<td>$65.00</td>
</tr>
</tbody>
</table>

**Notes:**

1) For no bid firms, one firm was contacted and does not get involved in government work. Three firms were contacted and did not provide a reason.

---

<table>
<thead>
<tr>
<th>Invitations Sent</th>
<th>11</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Requesting Documents</td>
<td>7</td>
</tr>
<tr>
<td>Total Responses Received</td>
<td>1</td>
</tr>
<tr>
<td>Event Open Date</td>
<td>08/16/18 @ 1:00 P.M.</td>
</tr>
<tr>
<td>Attended</td>
<td>GV, CH</td>
</tr>
</tbody>
</table>

---

Attachment: Sentinel - Bid Tab 18-159-GV (TE-P-0288-18: Sentinel Technologies, Inc - Time and Materials contract for Hardware Repair)
Required Vendor Ethics Disclosure Statement

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

Date: 8/10/18

Bid/Contract/PO #: 18-159-GV

Company Name: Sentinel Technologies, Inc.  
Contact Phone: 630-769-4325  
Company Contact: Jack Reidy  
Contact Email: jreidy@sentinel.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>Add. Line</th>
<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>
<tbody>
<tr>
<td>x</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>x</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</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>Add. Line</th>
<th>Recipient</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
<tbody>
<tr>
<td>x</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>x</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

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

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

Authorized Signature: [Signature on File]

Printed Name: Robert Lenartowicz  
Title: COO & Office of the President  
Date: 8/14/2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
AWARDING RESOLUTION TO
TELCOM INNOVATIONS GROUP
FOR MAINTENANCE OF THE DU PAGE COUNTY
TELEPHONE, VOICEMAIL, AND AUXILIARY SYSTEMS
(CONTRACT TOTAL AMOUNT: $38,349.85)

WHEREAS, bids were taken in accordance with County Board policy; and

WHEREAS, the Technology Committee recommends County Board approval for the issuance of a contract purchase order to Telcom Innovations Group, LLC to provide annual hardware and software maintenance of the DuPage County telephone, voice mail and auxiliary systems, for Information Technology, for the period of November 1, 2018 through October 31, 2019.

NOW, THEREFORE IT BE RESOLVED, that contract covering said, to provide annual hardware and software maintenance of the DuPage County telephone, voice mail and auxiliary systems, for Information Technology, for the period of November 1, 2018 through October 31, 2019, by the Procurement Division to Telcom Innovations Group, LLC, 125 N. Prospect Avenue, Itasca, IL 60143, for a contract total amount of $38,349.85.

Enacted and approved this 23rd day of October, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
Requisition 25k and over
TE-P-0289-18

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>
<th>INFORMATION SYSTEMS</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 4, 2018</td>
<td>$38,349.85</td>
<td>11/01/2018 TO 10/31/2019</td>
<td>INFORMATION SYSTEMS</td>
<td></td>
</tr>
</tbody>
</table>

SOLICITATION METHOD FOR SOURCE SELECTION

**No Decision Memo Required**  Lowest Responsible Bidder - See attached tabulation

- Sarah Godzicki: Completed 10/10/2018 3:04 PM
- Deborah Hanson: Completed 10/12/2018 8:49 AM
- Donald Carlsen: Completed 10/12/2018 9:45 AM
- Kathy Ostrowski: Completed 10/12/2018 1:53 PM
- James McGuire: Completed 10/15/2018 10:39 AM
- Paul Rafac: Completed 10/17/2018 2:16 PM
- Kathy Ostrowski: Completed 10/18/2018 9:22 AM
- Technology Committee: Pending 10/23/2018 9:00 AM
- Finance Committee: Pending 10/23/2018 8:00 AM
- County Board: Pending 10/23/2018 10:00 AM
Procurement Review Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

Date: Oct 4, 2018
MinuteTraq (IQM2) ID #: 13635

Vendor: Telcom Innovations Group, LLC
Vendor #: 12123
Contract: 11/01/2018 to 10/31/2019
Contract Total: $38,349.85

Dept: Information Technology
Contact: Joseph Bulaga
Phone: 630-407-5151

Description of Procurement/Scope of Work/Background
Renewal of hardware and software maintenance for the County phone system. Third and final 12-month renewal based on bid 15-182-KK.

Reason for Procurement
The County's phone system is critical to the operation of the County. Having a current hardware and software maintenance contract ensures that we are able to repair the system immediately in case of issues.

FUNDING SOURCE

- Procurement budgeted for (FY and budget code(s)): FY18 - 1000-1110-33370
- Budget Transfer (Date) 
- Add'l Information

DECISION MEMO NOT REQUIRED

- LOWEST RESPONSIBLE QUOTE # or BID # 15-182-KK (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- RENEWAL, Enter Bid and/or PO# 
- Intergovernmental Agreement
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102 (5) (attach Sole Source Justification form)
- PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00
- PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

BASIS OF DECISION MEMO (attach Decision Memo)

- EXEMPT FROM BIDDING PER ILLINOIS COMPILED STATUTES
- EXPLANATION OF REQUEST FOR PROPOSAL RFP # (include Evaluation Summary if applicable)
- PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- OTHER THAN LOWEST RESPONSIBLE, BID #

PREPARED BY AND APPROVAL(S) (Initials Only)

S/JG Oct 10, 2018
Prepared By Date Recommended for Approval Date IT Approval, if required Date

REVIEWED BY (Initials Only)

Buyer 10-15-18 Procurement Officer 10-17-18
Chief Financial Officer (Decision Memos Over $25,000) Date Chairman's Office (Decision Memos Over $25,000) Date

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

**Date:** Oct 4, 2018  
**MinuteTraq (IQM2) ID #:** 13635  
**Department Req #:**  
**RFP, Bid or Quote #:** 15-182-K

---

**Send Purchase Order To:**  
Vendor: Telcom Innovations Group, LLC  
Vendor #: 12123  
Dept: Information Technology  
Division:  
Attn:  
Email:  
Address: 125 N. Prospect  
City: Itasca  
State: IL  
Zip: 60143  
Phone: 630-350-0700  
Fax: 630-350-0711

**Send Invoices To:**  
Vendor: Telcom Innovations Group, LLC  
Vendor #: 12123  
Dept: Information Technology  
Division:  
Attn: Sarah Godzicki  
Email: sarah.godzicki@dupageco.org  
Address: 421 N. County Farm Road  
City: Wheaton  
State: IL  
Zip: 60187  
Phone: 630-407-5000  
Fax: 630-407-5001

**Send Payments To:**  
Vendor: Telcom Innovations Group, LLC  
Vendor #: 12123  
Dept: Information Technology  
Division:  
Attn: Wendi Wagner  
Email: wendi.wagner@dupageco.org  
Address: 125 N. Prospect  
City: Itasca  
State: IL  
Zip: 60143  
Phone:  
Fax: 

**Ship To:**  
Vendor: Telcom Innovations Group, LLC  
Vendor #: 12123  
Dept: Information Technology  
Division:  
Attn: Wendi Wagner  
Email: wendi.wagner@dupageco.org  
Address: 421 N. County Farm Road  
City: Wheaton  
State: IL  
Zip: 60187  
Phone: 630-407-5000  
Fax: 630-407-5001

**Payment Terms**  
F.O.B. PO 20 Delivery Date Requisitioner  
PER 50 ILCS 505/1 Destination  
Use for PO25 only  
Contract Administrator Contract Start Date Contract End Date Use for PO25 only  
Joseph Bulaga Nov 1, 2018 Oct 31, 2019

---

**LN** | **Qty** | **UOM** | **Item Detail (Product #)** | **Description** | **FY** | **Dept #** | **Acct #** | **Sub-Accts and/or Activity #** | **Unit Price** | **Extension**
--- | --- | --- | --- | --- | --- | --- | --- | --- | --- | ---
1 | 1 | EA | Yearly hardware maintenance for the telephone system, voice mail and auxiliary systems from 11/01/2018 to 10/31/2019 | 18 | 1000 | 1110 | 53370 | 22,071.00 | 22,071
2 | 1 | EA | Yearly software assurance for the telephone, voice mail and auxiliary systems from 11/01/2018 to 10/31/2019 | 18 | 1000 | 1110 | 53370 | 16,278.85 | 16,278

**Requisition Total $** 38,349.85

**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):
COUNTY OF DU PAGE, ILLINOIS
OPTION TO RENEW CONTRACT

This agreement, made and entered into by the County of DuPage, Department of Finance, Procurement Services Division, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the “County” and Telecom Innovations Group, 125 N. Prospect, Itasca, IL 60143, hereinafter called the “Contractor”, witnesseth;

The County and the Contractor have previously entered into a Contract, pursuant to Bid #15-182-KK which became effective November 1, 2017 and which expired October 31, 2018. The contract is subject to an option to renew for a THIRD and final twelve (12) month period.

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

The contract renewal becomes effective November 1, 2018 and expires October 31, 2019, contingent upon Parent Committee and County Board approval.

TELCOM INNOVATIONS GROUP

Signature on File

Signature

DATE

10/15/18

Randal J. Borchardt

PRINTED NAME

President

PRINTED TITLE

COUNTY OF DU PAGE, ILLINOIS

Signature on File

Signature

DATE

10/15/18

Debby Thompson, CPPB

DuPage County Buyer
Telcom Innovations Group  
Phone: 630-350-0700  Fax: 630-350-0711  
125 N. Prospect  
Itasca, IL 60143

Quote

No.: 3376  
Date: 8/28/2018

Quote Prepared for:  
Joe Bulaga (224) 242-6097

Du Page County Admin.  
421 N. County Farm Rd.  
Wheaton, IL 60187-3978 U.S.A.

Prepared by: Randy Borchardt  
rborchardt@ask-tig.com  
Account No.: 760  
Phone: (630) 407-6500

<table>
<thead>
<tr>
<th>Qty.</th>
<th>Description</th>
<th>UOM</th>
<th>Sell</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>SWA 3300 Admin</td>
<td>EA</td>
<td>$125.00</td>
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</tr>
<tr>
<td>1</td>
<td>SWA 3300 Family Center</td>
<td>EA</td>
<td>$675.00</td>
<td>$675.00</td>
</tr>
<tr>
<td>1</td>
<td>SWA 3300 Admin</td>
<td>EA</td>
<td>$635.00</td>
<td>$635.00</td>
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<tr>
<td>1</td>
<td>SWA MiContact Center</td>
<td>EA</td>
<td>$5,591.41</td>
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<tr>
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<td>$125.00</td>
<td>$125.00</td>
</tr>
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<td>1</td>
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<td>XpressCare CallXpress licenses - 1 year</td>
<td>EA</td>
<td>$10,891.50</td>
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<tr>
<td>1.00</td>
<td>NJPA Discount</td>
<td>EA</td>
<td>($3,338.84)</td>
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<td>Additional Discount</td>
<td>EA</td>
<td>($60.22)</td>
<td>($60.22)</td>
</tr>
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</table>

Item Total: $16,278.8

Total: $16,278.8
Telcom Innovations Group
Phone: 630-350-0700 Fax: 630-350-0711
125 N. Prospect
Itasca, IL 60143

Quote
No.: 3376
Date: 8/28/2018

Quote Prepared for:
Joe Bulaga  (224) 242-6097

Du Page County Admin.
421 N. County Farm Rd.
Wheaton, IL 60187-3978 U.S.A.

<table>
<thead>
<tr>
<th>Qty.</th>
<th>Description</th>
<th>UOM</th>
<th>Sell</th>
<th>Total</th>
</tr>
</thead>
</table>

All orders over $5,000.00 may require a deposit. Valid until this date unless otherwise noted. 9/27/2018 12:00:00AM

Notes:
Mitel product with an active subscription to Software Assurance provides TIG with access to: New software releases and updates (labor for installation is billable). Functionality enhancements, and Mitel Technical Support services.

Mitel offers no grace period. As of October 1, 2015, if SWA is allowed to lapse, a re-enlist fee of 100% will be added to the purchase price.
Software Assurance provides free software updates and upgrades for a period of 1 year.
Labor and installation and any required materials are not included and are billable.

$16,278.85 excludes applicable sales tax
SWA is estimated

Pricing shown applies to licenses as they are assigned as of today's quote date

Labor is billable per hour. Any hardware upgrades and/or enhancements are billable.

Confirm Preference: TIG Installed [ ] To be shipped [ ]

Check here for Credit Card Purchase: [ ]

Name and number for TIG to contact for Credit Card information:
Name: ___________________________ Phone Number: ___________________________

All credit card purchases are subject to a 3% fee at time of purchase. For security reasons do not place CC number on quote. A TIG representative will call the contact shown. Visa, MasterCard and Discover accepted.

Approved by: ___________________________ Date: ___________

Telcom Innovations Group, LLC Confidential and Proprietary Information
Excludes applicable sales tax, labor, shipping & handling and trip charge. All parts carry a 90 day warranty.
Quote Prepared for:
Joe Bulaga  (224) 242-6097

Du Page County Admin.
421 N. County Farm Rd.
Wheaton, IL 60187-3978 U.S.A.

<table>
<thead>
<tr>
<th>Qty.</th>
<th>Description</th>
<th>UOM</th>
<th>Sell</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>NJPA 040314-MBS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

All Labor is subject to current TIG trip charges.

T & M Labor Rates
Labor to be billed at $140.00 per hour regular time and $210.00 per hour overtime for Standard Telephony.
Labor to be billed at $195.00 per hour regular time and $292.50 per hour overtime for Professional Services.

Maintenance Labor Rates
Labor to be billed at $130.00 per hour regular time and $195.00 per hour overtime for Standard Telephony.
Labor to be billed at $185.00 per hour regular time and $277.50 per hour overtime for Professional Services.

Labor Rate Notice:
Regular time = M-F 8am - 5pm
Overtime = M-F 6am - 8am and 5pm - 10pm; Saturday through 5pm (straight time X 1.5 will be charged.)
Double time = Any hours not listed in Regular or Overtime definitions above (straight time X 2.0 will be charged)

Due to labor agreements, all weekday overtime charges commence at 5 PM. Overtime billing will continue through the work’s completion. Weekend labor will be billed from the time the technician arrives until the time they leave. All overtime labor will be charged a portal-to-portal trip fee of $214.50 for each time a technician is requested on site. All remote labor will be billed in accordance with this policy, the trip fee will only be charged if the technician is dispatched.

Note: For all digital carrier circuits (T-1, PRI & BRI), TIG will guarantee that all of the required PBX hardware and software will be installed, programmed and tested by the providers due date. TIG cannot guarantee any services provided from third parties or their performance in delivering those services. Any failure of third party providers may result in additional charges from TIG.

CUSTOMER PROVIDED SERVERS: All customer-provided servers will comply with manufacturer server specifications and minimally meet the specifications provided to you by your TIG Account Executive. All hardware, operating system and application software (SQL, Excel, Internet Explorer, etc.) required will be assembled, preloaded and tested prior to being shipped to TIG. Any labor required to bring any customer-provided equipment up to application specifications will be billed on an hourly basis at TIG's Professional Services labor rate.

UPGRADES:
The pricing provided includes manufacturer incentives which require the return of certain system components. These components must be returned to TIG within 2 weeks for the proposed pricing to be held. In the event the parts are not returned to TIG within two weeks, TIG will invoice the amount of the incentive back to the customer.
1. MAINTENANCE SERVICES

Pursuant to the terms and conditions of this agreement (Agreement), Telcom Innovations Group shall provide the Customer during the Term of this Agreement, including any renewal Term, and with respect to the Equipment, the services summarized as follows:

- Ongoing consultation to assure both system and users optimum working conditions.
- Remedial maintenance services upon request by the Customer in order to restore malfunctioning operating component parts of the Equipment to proper working order.
- Guaranteed spare parts availability.
- Remote Minor Moves and Changes reprogramming performed same Business Day, if system is so equipped.
- Ongoing user training for individuals and/or groups made available upon request.

Telcom Innovations Group' remedial maintenance response objectives are as follows:

With respect to a major malfunction of the Equipment defined in the following parameters: no incoming or outgoing telephone service, or no station to station service within the telephone system, or attendant console is unable to answer and/or transfer calls, or fifty percent or more of the C.O. trunks and/or stations are in an inoperable state, Telcom Innovations Group' policy is to arrive at the Customer's premises within four (4) hours from the time Telcom Innovations Group first receives the Customer's request for remedial maintenance and will complete such repairs as soon as reasonably practicable.

With respect to minor malfunctions (any malfunction other than a major malfunction) of the Equipment, Telcom Innovations Group' policy is to arrive at the Customer's premises during that or the next Business Day Telcom Innovations Group first receives the Customer's request for minor remedial maintenance and will complete such repairs as soon as reasonably practicable. Routine or minor remedial maintenance requested to be performed after normal business hours will be billed to the Customer at Telcom Innovations Group' then current overtime hourly rate with a minimum two (2) hours' service charge. For purposes of this Agreement, "Business Day" shall mean 8 A.M. to 5 P.M., Monday through Friday, excluding holidays.

Telcom Innovations Group' responsibility with respect to maintenance services shall be limited to the Customer's side of the point of connection between the Equipment and the local telephone company.

The Customer shall allow employees and authorized representatives of Telcom Innovations Group free access to the premises and facilities where the Equipment is to be maintained at all hours consistent with the requirements of this Agreement.

Any service related issues that occur on equipment containing manufacturer's discontinued hardware and/or software that may require manufacturer's support will be repaired on a T&M basis. In the event of any manufacturer defects in the covered equipment, Telcom Innovations Group will provide the same remedies to the end user as the manufacturer provides to Telcom Innovations Group.

CUSTOMER ACKNOWLEDGES THAT HE HAS READ ALL OF THE PROVISIONS OF THIS AGREEMENT INCLUDING THOSE ON THE REVERSE SIDE HEREOF. THIS AGREEMENT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS AND CONDITIONS AGREED UPON. THERE ARE NO REPRESENTATIONS, WARRANTIES, OR STIPULATIONS; WRITTEN OR ORAL, NOT HEREIN CONTAINED. NO MODIFICATION OF THIS AGREEMENT MAY BE MADE EXCEPT BY WRITING EXECUTED BY AN OFFICER OF TELCOM INNOVATIONS GROUP. THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL SIGNED BY AN OFFICER OF TELCOM INNOVATIONS GROUP, INC.

CUSTOMER: County of DuPage

by: 

Title: 

Date: 

TELCOM INNOVATIONS GROUP

by: 

Title: 

Date: 

Packet Pg. 52
If during the Term hereof any person other than an employee or authorized representative of Telcom Innovations Group performs any maintenance or service work on the Equipment, then the obligations of Telcom Innovations Group hereunder shall immediately terminate.

For purposes of this Agreement, the term "Equipment" shall mean all new telecommunications equipment and cabling furnished directly to Customer by Telcom Innovations Group before the Effective Date or the Anniversary Date, if applicable. Unless otherwise specifically agreed upon by Telcom Innovations Group in writing, the term "Equipment" shall not include any pre-existing cabling, telephone(s), telephone connection equipment, paging equipment, data devices or other telecommunications equipment reused by Customer or otherwise not furnished by Telcom Innovations Group.

Maintenance does not include any services necessitated by, or of the type described in, any of the following:

- Labor and material costs of additions, changes, relocations and removals of operating supplies and accessories; specification or engineering changes, labor and material cost replacement of those component parts subject to normal wear and tear as a result of use which do not affect the operational condition of the Equipment; Negligent, willful or intentional acts of Customer or any third party; Accident, casualty, neglect, misuse or any cause other than normal use in the manner intended by the parties hereto as described in the Equipment specifications; An act or event occurring external to the Equipment which causes, either directly or indirectly, a failure or malfunction in the Equipment, including without limitation, failures or malfunctions of the trunk or toll lines, cable or other equipment connecting the Equipment to the telecommunications system of the operating telephone utility or abnormal power fluctuations or failures which adversely affect the Equipment; Repair or maintenance or increase in normal service time resulting from Customer's failure to provide a suitable environment as required in the Equipment specifications or any other failure of the Customer to fully perform its responsibilities under this Agreement; Any other acts or events which may adversely affect the performance of the Equipment, occasioned by acts of the Customer or any third party, or by the Customer or any other third party of the Equipment in combination with any other apparatus, device of other system not supplied, or approved as to such combined by Telcom Innovations Group, or the use by the Customer of any item of the Equipment in a manner not intended by the parties hereto or specified by Telcom Innovations Group.

2. TERM AND PAYMENT

The term of this Agreement shall commence as of the Effective Date and will cover a period of one year, unless a period other than one year is expressly stipulated in the space provided on the reverse side hereof. Payments due from the Customer to Telcom Innovations Group hereunder shall be made on or before theEffective Date of this Agreement. The event payment is not made at said time, Customer will be billed for time and materials at Telcom Innovations Group' then current rates. On the Anniversary Date of this Agreement, any additional equipment to be covered will result in an increase of the maintenance service rates or other charges (Annual Charges) which are to be paid on or before the Anniversary Date.

This Agreement will automatically renew for an additional period of one (1) year on each Anniversary Date unless terminated by the parties. Either party may terminate this Agreement upon thirty (30) days written notice to the other party, except that this Agreement shall immediately terminate upon notice from Telcom Innovations Group to Customer in the event that Customer shall fail to pay the Annual Charges hereunder.

3. TAXES

The Annual Charges incurred by Customer under this Agreement do not include any federal, state or local privilege, use, sales or excise taxes paid or payable by either Telcom Innovations Group or Customer with respect to this Agreement or any of the services performed or materials, equipment or other items provided by Telcom Innovations Group or Customer, except for taxes based on Telcom Innovations Group's net income on capital stock, which shall be borne by Telcom Innovations Group.

4. LIMITATION OF LIABILITY

The Customer agrees that neither Telcom Innovations Group nor its subcontractor shall be liable for any loss or damage to the Equipment or other property or injury, or death to the Customer's agents, employees, or customers arising in connection with the maintenance services provided by Telcom Innovations Group or its subcontractor under Agreement unless such loss, injury, death or damage results solely from the gross negligence or willful misconduct of Telcom Innovations Group officers, employees, or agents.

IN NO EVENT SHALL TELCOM INNOVATIONS GROUP OR ITS SUBCONTRACTOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOSS BY CUSTOMER OF BUSINESS, REVENUES OR GOODWILL), ARISING IN CONNECTION WITH THIS AGREEMENT OR EQUIPMENT.

5. FORCE MAJEURE

The timeliness of performance by Telcom Innovations Group of maintenance services hereunder or the performance of any other obligations of Telcom Innovations Group under this Agreement is in every case subject to delays caused by acts of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, governmental laws, regulations or orders, acts or omissions of Customer, inability of Telcom Innovations Group subcontractor to perform, or any other cause beyond the reasonable control of Telcom Innovations Group. In the event of any such delay, the period of time for performance of services affected by such delay will be extended to reflect the effective delay occasioned thereby.

6. ASSIGNMENT

Telcom Innovations Group may assign, subcontract, transfer or otherwise dispose of, in whole or in part, any of its interests, rights or obligations under this Agreement including, without limitation, Telcom Innovations Group' obligation to provide maintenance services, provided that Telcom Innovations Group first gives adequate prior written notice thereof to the Customer. Customer shall not assign or subcontract any part or all of its interests hereunder except upon written consent of Telcom Innovations Group, which consent shall not be unreasonably withheld, and any attempted assignment or subcontracting without Telcom Innovations Group' prior written consent shall be null and void.

7. GOVERNING LAW

The parties hereto agree that this Agreement shall be governed and controlled by the laws of the State of Illinois, to the exclusion of the law of any other forum and without regard to the jurisdiction in which any action or proceeding may be instituted. Any part or parts of this Agreement, which is or are declared to be invalid, unenforceable, null and void, or unconstitutional, shall not affect the validity of the remaining provisions thereof.
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: Telcom Innovations Group
Contact Phone: 630-616-4225

Company Contact: Randal Borchardt - President
Contact Email: rjborchardt@ask-tig.com

Bid/Contract/PO #: 15-182

Date: October 15, 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  

Printed Name: Randal J. Borchardt
Title: President
Date: October 15, 2018

Signature on File

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
AWARDING RESOLUTION TO
CDW, INC. FOR
AN ENTERPRISE TERM LICENSE AGREEMENT
(CONTRACT TOTAL AMOUNT $81,045.44)

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and the National Intergovernmental Purchasing Alliance (National IPA), the County of DuPage will contract with CDW Government, Inc.; and

WHEREAS, the Technology Committee recommends County Board approval for issuance of a contract purchase order to CDW, Inc., to enter into an Enterprise Term License Agreement (ETLA) with Adobe Systems Incorporated for Adobe software licensing for use by DuPage County and the Forest Preserve District of DuPage County, for Information Technology, for the period of November 10, 2018 through November 9, 2019.

NOW, THEREFORE BE IT RESOLVED, that said contract to enter into an Enterprise Term License Agreement (ETLA) with Adobe Systems Incorporated for Adobe software licensing, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to CDWG, Inc., 230 N. Milwaukee Ave, Vernon Hills, IL  60061, for a contract total amount of $81,045.44, per National IPA Cooperative Purchasing Agreement #201811-01.

Enacted and approved this 23rd day of October, 2018 at Wheaton, Illinois.

________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

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

TE-P-0290-18

**PROCUREMENT REVIEW CHECKLIST**

**REQUISITION**

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>NEW PURCHASE ORDER REQUEST</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DATE SUBMITTED</strong></td>
</tr>
<tr>
<td><strong>CONTRACT TOTAL AMOUNT</strong></td>
</tr>
</tbody>
</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

**Decision Memo Required**  Per Cooperative Agreement

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
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</thead>
<tbody>
<tr>
<td>Sarah Godzicki</td>
<td>Completed</td>
<td>10/10/2018 3:34 PM</td>
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<tr>
<td>Deborah Hanson</td>
<td>Completed</td>
<td>10/12/2018 8:50 AM</td>
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<tr>
<td>Donald Carlsen</td>
<td>Completed</td>
<td>10/12/2018 9:44 AM</td>
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<tr>
<td>Kathy Ostrowski</td>
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<td>James McGuire</td>
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<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>10/18/2018 1:10 PM</td>
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<tr>
<td>Tom Cuculich</td>
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<td>10/18/2018 1:21 PM</td>
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<td>Kathy Ostrowski</td>
<td>Completed</td>
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<tr>
<td>Technology Committee</td>
<td>Pending</td>
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<tr>
<td>Finance Committee</td>
<td>Pending</td>
<td>10/23/2018 8:00 AM</td>
</tr>
<tr>
<td>County Board</td>
<td>Pending</td>
<td>10/23/2018 10:00 AM</td>
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</tbody>
</table>
**Procurement Review Checklist**

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions

Attach Required Vendor Ethics Disclosure Statement

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></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**

Annual subscription licensing for Adobe Enterprise Term Lease Agreement.

**Reason for Procurement**

The County utilizes Adobe software for many functions. Adobe no longer sells licensing for their software; they only lease the software. This will be year two of a three-year lease agreement. Also, we share this lease agreement and software with the DuPage County Forest Preserve.

**FUNDING SOURCE**

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

**DECISION MEMO NOT REQUIRED**

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

**DECISION MEMO REQUIRED**

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

  Per Coop (DPC4-107) select one below

  National IPA/TCPM # 201811-01

  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>S</th>
<th>J</th>
<th>G</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>Prepared By</td>
<td>Oct 10, 2018</td>
<td></td>
<td></td>
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**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>Chief Financial Officer</td>
<td>10-18-18</td>
<td>Chairman's Office</td>
<td>10-18-18</td>
</tr>
</tbody>
</table>

Packet Pg. 57
# Purchase Requisition

**Procurement Services Division**

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

**Send Invoices To:**
- **Vendor:** CDW Government, Inc.  
  - **Vendor #:** 10667
- **Attn:** Sarah Godzicki  
  - **Email:** sarah.godzicki@dupageco.org
- **Address:** 421 N. County Farm Road
- **City:** Wheaton  
  - **State:** IL  
  - **Zip:** 60187
- **Phone:** 630-407-5000  
  - **Fax:** 630-407-5001

**Send Payments To:**
- **Vendor:** CDW Government, Inc.  
  - **Vendor #:** 10667
- **Attn:** Wendi Wagner  
  - **Email:** wendi.wagner@dupageco.org
- **Address:** 75 Remittance Drive, Suite 1515
- **City:** Chicago  
  - **State:** IL  
  - **Zip:** 60675
- **Phone:**  
  - **Fax:**

**Ship To:**
- **Dept:** Information Technology
- **Division:**  
  - **Attn:** Sarah Godzicki  
  - **Email:** sarah.godzicki@dupageco.org
- **Address:** 421 N. County Farm Road
- **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:** Sarah Godzicki

**Use for:** PO25 only

<table>
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<th>UOM</th>
<th>Item Detail (Product #)</th>
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<th>FY</th>
<th>Dept #</th>
<th>Acct #</th>
<th>Unit Price</th>
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<td>4390033</td>
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**Contract Administrator:** Sarah Godzicki  
**Contract Start Date:** 11/10/2018  
**Contract End Date:** 11/9/2019

**Packet Pg. 58**
<table>
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Requisition Total $ 81,045

Header Comments (these comments will appear on the PO20 and PO25 Purchase Order):
As specified in Quote KDGS201
Year two of three year Adobe ETLA 11/10/2018 to 11/9/2019

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

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

**Procurement Services Division**

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

<table>
<thead>
<tr>
<th>Requesting Department:</th>
<th>Information Technology</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email:</td>
<td><a href="mailto:wendi.wagner@dupageco.org">wendi.wagner@dupageco.org</a></td>
</tr>
<tr>
<td>Department Contact:</td>
<td>Wendi Wagner</td>
</tr>
<tr>
<td>Contact Phone:</td>
<td>630-407-5064</td>
</tr>
<tr>
<td>Vendor Name:</td>
<td>CDW Government, Inc.</td>
</tr>
<tr>
<td>Vendor #:</td>
<td>10667</td>
</tr>
</tbody>
</table>

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

Approval of new contract for year two of three of Adobe Enterprise Term Lease Agreement for Adobe software.

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

Adobe software is utilized at the County for various functions. Adobe's licensing model has changed in that they will only lease the software. This lease agreement allows us to purchase a specific number of licensing for different products and reassign those licenses if an employee using the license no longer needs it.

**Strategic Impact**

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

This licensing allows DuPage employees to do their jobs more efficiently utilizing software, thus serving the public better. This would also fall under the ACT initiative as we are sharing this Lease Agreement with the DuPage County Forest Preserve.

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

This pricing is based on the pre-bid National IPA contract number 201811-01. CDW is the registered vendor for Adobe for National IPA and therefore receives better discounts than other vendors for pricing.

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

Staff recommends entering into this lease agreement with Adobe, with the purchase to be made yearly through CDW using the National IPA contract.

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

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Account Number</th>
<th>Budget Amount</th>
<th>Source of Funds</th>
<th>Charge back to DuPage County Forest Preserve</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY18</td>
<td>1000-1110-53806</td>
<td>$81,045.44</td>
<td>CDW IPA contract</td>
<td>$27,740.88</td>
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<tr>
<td>FY19</td>
<td>1000-1110-53806</td>
<td>$81,045.44</td>
<td>CDW IPA contract</td>
<td>$29,525.04</td>
</tr>
</tbody>
</table>
DEAR WENDI WAGNER,

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

<table>
<thead>
<tr>
<th>QUOTE #</th>
<th>QUOTE DATE</th>
<th>QUOTE REFERENCE</th>
<th>CUSTOMER #</th>
<th>GRAND TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>KDGS201</td>
<td>10/4/2018</td>
<td>ADOBE</td>
<td>0776067</td>
<td>$81,045.44</td>
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</table>

IMPORTANT - PLEASE READ

Special Instructions: Start Date: 11/10/2018
End Date: 11/09/2019
SO#: 40111438

QUOTE DETAILS

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QTY</th>
<th>CDW#</th>
<th>UNIT PRICE</th>
<th>EXT. PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADO ACRO DC PRO</td>
<td>350</td>
<td>4877184</td>
<td>$95.04</td>
<td>$33,264.00</td>
</tr>
</tbody>
</table>
| Mfg. Part#: 65286691
Electronic distribution - NO MEDIA
Contract: National IPA Technology Solutions (2018011-01) |
| ADOBE CREATIVE CLOUD DESKTOP APP | 56  | 4809430     | $710.64    | $39,795.84 |
| Mfg. Part#: 65274430
Creative Cloud Enterprise
Electronic distribution - NO MEDIA
Contract: National IPA Technology Solutions (2018011-01) |
| ADO CC DT APP      | 1   | 4867965     | $259.20    | $259.20    |
| Mfg. Part#: 65274471
Dreamweaver
Electronic distribution - NO MEDIA
Contract: National IPA Technology Solutions (2018011-01) |
| ADO CC DT APP      | 5   | 4867967     | $259.20    | $1,296.00  |
| Mfg. Part#: 65274432
Indesign
Electronic distribution - NO MEDIA
Contract: National IPA Technology Solutions (2018011-01) |
| ADO CC DT APP      | 2   | 4809427     | $259.20    | $518.40    |
| Mfg. Part#: 65274483
Illustrator
Electronic distribution - NO MEDIA
Contract: National IPA Technology Solutions (2018011-01) |
| ADO CC DT APP      | 10  | 4867968     | $259.20    | $2,592.00  |
| Mfg. Part#: 65274453
Photoshop
Electronic distribution - NO MEDIA
Contract: National IPA Technology Solutions (2018011-01) |
| ADO CC DT APP      | 2   | 4809429     | $259.20    | $518.40    |
| Mfg. Part#: 65274456
Premiere Pro
Electronic distribution - NO MEDIA |
### Quote Details (Cont.)

**Contract:** National IPA Technology Solutions (2018011-01)

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<tr>
<td>Contract: National IPA Technology Solutions (2018011-01)</td>
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<th>$425.60</th>
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<td>Mfg. Part #: 65274483</td>
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</tr>
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<tr>
<td>Electronic distribution - NO MEDIA</td>
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<tr>
<td>Contract: National IPA Technology Solutions (2018011-01)</td>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Purchaser Billing Info

**Billing Address:**
DUPAGE COUNTY DATA PROCESSING DEPARTMENT
421 N COUNTY FARM RD
WHEATON, IL 60187-3978

**Phone:** (630) 682-7030

**Payment Terms:** Net 30 Days-Govt State/Local

### Deliver To

**Shipping Address:**
DUPAGE COUNTY DATA PROCESSING DEPARTMENT
421 N COUNTY FARM RD
WHEATON, IL 60187-3978

**Phone:** (630) 682-7030

**Shipping Method:** ELECTRONIC DISTRIBUTION

### Grand Total

<table>
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<td>SALE TAX</td>
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<tr>
<td>GRAND TOTAL</td>
<td>$81,045.44</td>
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</table>

**Billing Address:**
DUPAGE COUNTY DATA PROCESSING DEPARTMENT
421 N COUNTY FARM RD
WHEATON, IL 60187-3978

**Phone:** (630) 682-7030

**Payment Terms:** Net 30 Days-Govt State/Local

**Shipping Address:**
DUPAGE COUNTY DATA PROCESSING DEPARTMENT
421 N COUNTY FARM RD
WHEATON, IL 60187-3978

**Phone:** (630) 682-7030

**Shipping Method:** ELECTRONIC DISTRIBUTION

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

---

**Need Assistance? CDW•G Sales Contact Information**

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

---

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at [http://www.cdw.com/content/terms-conditions/product-sales.aspx](http://www.cdw.com/content/terms-conditions/product-sales.aspx)

For more information, contact a CDW account manager

© 2018 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239
Required Vendor Ethics Disclosure Statement

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

Date: 7/24/18

Company Name: CDW Government LLC
Contact Phone: 1-866-339-7925

Company Contact: Jenn Lagoni & Meagan McKone
Contact Email: jennandmeagan@cdwg.com

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

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

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

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

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

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

<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: Matt Ford
Title: Proposals Supervisor
Date: July 24th, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 63 of 63 (total number of pages)
Requisition under 25k dollars

2018-253
## 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>
</tr>
</thead>
<tbody>
<tr>
<td>September 26, 2018</td>
<td>11/01/2018 TO 10/31/2019</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTRACT TOTAL AMOUNT</th>
<th>REQUESTING DEPT.</th>
<th>INFORMATION SYSTEMS</th>
</tr>
</thead>
<tbody>
<tr>
<td>$12,000.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### SOLICITATION METHOD FOR SOURCE SELECTION

- **Sarah Godzicki**: Completed 10/10/2018 10:29 AM
- **Deborah Hanson**: Completed 10/10/2018 10:32 AM
- **Donald Carlsen**: Completed 10/10/2018 4:54 PM
- **Kathy Ostrowski**: Completed 10/12/2018 8:48 AM
- **James McGuire**: Completed 10/12/2018 3:47 PM
- **Paul Rafac**: Completed 10/17/2018 2:18 PM
- **Kathy Ostrowski**: Completed 10/18/2018 8:11 AM
- **Technology Committee**: Pending 10/23/2018 9:00 AM
Procurement Review Checklist

Procurement Services Division

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

Vendor: Iron Mountain
Vendor #: 19837
Dept: Information Technology
Contact: Greg Smith
Phone: 630.407.5023

Contract 11/01/2018 to 10/31/2019
Contract Total: $12,000.00

Description of Procurement/Scope of Work/Background
Contract for daily/weekly off-site vaulting services of computer media; magnetic tapes; laptops; DVD/CD; USB and external drives; data center and business process documentation.

Reason for Procurement
Current purchase order expires on 10/31/2018 and this replaces it.

FUNDING SOURCE
PROCUREMENT BUDGETED FOR (FY AND BUDGET CODE(S)): FY18 & FY19 - 1000-1110-53020

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

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

PREPARED BY AND APPROVAL(S) (Initials Only)

Prepare By Date Recommended for Approval Date IT Approval, if required Date

REVIEWED BY (Initials Only)

Buyer Date Date
Chief Financial Officer Date Chairman's Office Date

Packet Pg. 66
## Purchase Requisition

**Procurement Services Division**

**Date:** Sep 25, 2018  
**MinuteTraq (IQM2) ID #:** 13238

**Department Req #:**  
**RFP, Bid or Quote #:**

### Send Purchase Order To:

<table>
<thead>
<tr>
<th>Vendor: Iron Mountain</th>
<th>Vendor #: 19837</th>
<th>Dept: Information Technology</th>
<th>Division:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Shannon Gilbert</td>
<td>Email: <a href="mailto:shannon.gilbert@ironmountain.com">shannon.gilbert@ironmountain.com</a></td>
<td>Attn: Greg Smith</td>
<td>Email: <a href="mailto:greg.smith@dupageco.org">greg.smith@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 1000 Campus Drive</td>
<td></td>
<td>Address: 421 N. County Farm Road</td>
<td>Room: L400B</td>
</tr>
<tr>
<td>City: Collegeville</td>
<td>State: PA</td>
<td>Zip: 19426</td>
<td></td>
</tr>
<tr>
<td>Phone: 610.495.3522 or 630.282.2926</td>
<td>Fax:</td>
<td>Phone: 630.407.5023</td>
<td>Fax: 630.4074.5001</td>
</tr>
</tbody>
</table>

### Send Invoices To:

<table>
<thead>
<tr>
<th>Vendor: Iron Mountain</th>
<th>Vendor #: 19837</th>
<th>Dept: Information Technology</th>
<th>Division:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Greg Smith</td>
<td>Email: <a href="mailto:greg.smith@dupageco.org">greg.smith@dupageco.org</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address: P.O. Box 27129</td>
<td>Address: 421 N. County Farm Road</td>
<td>Room:</td>
<td></td>
</tr>
<tr>
<td>City: New York</td>
<td>State: NY</td>
<td>Zip: 10087-7129</td>
<td></td>
</tr>
<tr>
<td>Phone: 414.406.5756</td>
<td>Fax: 866.248.4766</td>
<td>Phone: 630.407.5023</td>
<td>Fax: 630.407.5001</td>
</tr>
</tbody>
</table>

### Send Payments To:

<table>
<thead>
<tr>
<th>Vendor: Iron Mountain</th>
<th>Vendor #: 19837</th>
<th>Dept: Information Technology</th>
<th>Division:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn:</td>
<td>Email: <a href="mailto:csateam@ironmountain.com">csateam@ironmountain.com</a></td>
<td>Attn: Greg Smith</td>
<td>Email: <a href="mailto:greg.smith@dupageco.org">greg.smith@dupageco.org</a></td>
</tr>
<tr>
<td>Address: P.O. Box 27129</td>
<td>Address: 421 N. County Farm Road</td>
<td>Room:</td>
<td></td>
</tr>
<tr>
<td>City: New York</td>
<td>State: NY</td>
<td>Zip: 10087-7129</td>
<td></td>
</tr>
<tr>
<td>Phone: 414.406.5756</td>
<td>Fax: 866.248.4766</td>
<td>Phone: 630.407.5023</td>
<td>Fax: 630.407.5001</td>
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<td>City: New York</td>
<td>State: NY</td>
<td>Zip: 10087-7129</td>
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</tr>
<tr>
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<td>Phone: 630.407.5023</td>
<td>Fax: 630.407.5001</td>
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</tbody>
</table>

### Payment Terms

<table>
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<tr>
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<th>F.O.B.</th>
<th>PO 20 Delivery Date</th>
<th>Requisitioner</th>
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<tbody>
<tr>
<td>Use for PO25 only</td>
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</tr>
<tr>
<td>Contract Administrator</td>
<td>PO Start Date</td>
<td>PO End Date</td>
<td>Use for PO25 only</td>
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<td></td>
<td>Nov 1, 2018</td>
<td>Oct 31, 2019</td>
<td></td>
</tr>
</tbody>
</table>

### LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acct # | Acct Unit | Sub-Accts and/or Activity # | Unit Price | Extension |
<table>
<thead>
<tr>
<th></th>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>OSvs</td>
<td>Weekly (Mon, Wed &amp; Fri) offsite vaulting and retrieval services for DuPage County Information Technology</td>
<td>1000</td>
<td>1110</td>
<td>53020</td>
<td></td>
<td></td>
<td>12,000.00</td>
<td>12,000</td>
</tr>
</tbody>
</table>

**Requisition Total:** $12,000.00

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

Customer number; 122031. Weekly (Mon, Wed & Fri) off-site vaulting and retrieval services for DuPage County Information Technology, invoiced/paid monthly.

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

Please "cc" Greg Smith when emailing vendor PO notification.

### User Department Internal Notes (these comments will NOT appear on the Purchase Order):
SCHEDULE A: PROGRAM PRICING SCHEDULE

DATA MANAGEMENT SERVICES

This Data Management Services Pricing Schedule is incorporated into and made part of the Customer Agreement ("Agreement") between Iron Mountain Information Management, LLC, (the "Company" or "Iron Mountain") and DuPage County Government (the "Customer").

Please see our Customer Information Center at cic.ironmountain.com for a Glossary with definitions of the terms used in this Pricing Schedule and more detail regarding our services, standard processes, and billing practices. In addition, restrictions apply to volume and/or stated timeframes for some service transaction types and these may be found in the Glossary under each service type.

This Data Management Services Pricing Schedule supersedes and terminates any prior Data Management Services Pricing Schedule and/or Schedule A existing between Iron Mountain and the Customer for the accounts noted below.

Notwithstanding anything to the contrary in the Agreement, the pricing set forth in this Schedule or the Agreement will be effective on the later of (i) the date on which the Agreement is signed by both parties; (ii) the Agreement Effective Date; or (iii) the Effective Date of this Schedule. In accordance with Iron Mountain’s standard billing practices, Iron Mountain shall invoice Customer at the rates and charges set forth in this Schedule beginning on the first day of the monthly Billing Cycle in which such date falls, or the following Billing Cycle if the date falls at the end of the month.

DUPAGE COUNTY GOVERNMENT

District Name/Number: Chicago | Customer IDs: 44212.122031

Effective Date: September 1, 2016 | October 1, 2016
### Standard Storage
(See: http://dc.ironmountain.com/dataprotection/glossary/FOR SERVICE DEFINITIONS)

<table>
<thead>
<tr>
<th>Description</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Per</th>
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<tr>
<td>Slotted Media</td>
<td>$440</td>
<td>$453</td>
<td>$467</td>
<td>$481</td>
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<tr>
<td>Closed Container (Compact)</td>
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<td>$7,674</td>
<td>$7,904</td>
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<tr>
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<tr>
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<td>$22,491</td>
<td>$23,166</td>
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<td>$33,317</td>
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</table>

**Note:** Additional media requests for a scheduled service must be placed on or before 7:00 PM the previous business day. All "add-on" requests received before 7:00 PM the previous business day will be delivered on the next scheduled service.

### Standard Services
(See: http://dc.ironmountain.com/dataprotection/glossary/FOR SERVICE DEFINITIONS)

<table>
<thead>
<tr>
<th>Description</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Per</th>
</tr>
</thead>
<tbody>
<tr>
<td>Media Handling (minimum $22.50 per month)</td>
<td>$.440</td>
<td>$.453</td>
<td>$.467</td>
<td>$.481</td>
<td>Item</td>
</tr>
<tr>
<td>Closed Container Handling</td>
<td>$2.170</td>
<td>$2.235</td>
<td>$2.302</td>
<td>$2.371</td>
<td>Item</td>
</tr>
<tr>
<td>Transport Container Handling</td>
<td>$2.170</td>
<td>$2.235</td>
<td>$2.302</td>
<td>$2.371</td>
<td>Item</td>
</tr>
<tr>
<td>Transport Container</td>
<td>$7.340</td>
<td>$7.560</td>
<td>$7.787</td>
<td>$8.021</td>
<td>Container</td>
</tr>
<tr>
<td>Scheduled Service – Monthly (0-2 Trips per month)</td>
<td>$41.400</td>
<td>$42.642</td>
<td>$43.921</td>
<td>$45.239</td>
<td>Trip</td>
</tr>
<tr>
<td>Scheduled Service – Weekly (3-10 Trips per month)</td>
<td>$33.750</td>
<td>$34.763</td>
<td>$35.805</td>
<td>$36.880</td>
<td>Trip</td>
</tr>
<tr>
<td>Scheduled Service – Daily (11 plus Trips per month)</td>
<td>$28.620</td>
<td>$29.479</td>
<td>$30.363</td>
<td>$31.274</td>
<td>Hour</td>
</tr>
</tbody>
</table>

**Note:** Additional media requests for a scheduled service must be placed on or before 7:00 PM the previous business day. All "add-on" requests received before 7:00 PM the previous business day will be delivered on the next scheduled service.

### Premium Storage and Services
(See: http://dc.ironmountain.com/dataprotection/glossary/FOR SERVICE DEFINITIONS)

<table>
<thead>
<tr>
<th>Description</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Per</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard Special Transport (24 hours)*</td>
<td>$167,530</td>
<td>$172,556</td>
<td>$177,733</td>
<td>$183,065</td>
<td>Trip/Sub-Account</td>
</tr>
<tr>
<td>Critical Special Transport (3 hours)*</td>
<td>$213,440</td>
<td>$219,843</td>
<td>$226,438</td>
<td>$233,232</td>
<td>Trip/Sub-Account</td>
</tr>
<tr>
<td>Holiday Charge*</td>
<td>$124,100</td>
<td>$127,823</td>
<td>$131,658</td>
<td>$135,607</td>
<td>Holiday</td>
</tr>
<tr>
<td>Container Locks</td>
<td>$14,890</td>
<td>$15,337</td>
<td>$15,797</td>
<td>$16,271</td>
<td>Lock</td>
</tr>
<tr>
<td>Security Clips</td>
<td>$3,410</td>
<td>$3,512</td>
<td>$3,618</td>
<td>$3,726</td>
<td>Clip</td>
</tr>
</tbody>
</table>
### Other Program Fees
(SEE: [http://doc.ironmountain.com/dataprotection/glossary/FOR SERVICE DEFINITIONS](http://doc.ironmountain.com/dataprotection/glossary/FOR SERVICE DEFINITIONS))

<table>
<thead>
<tr>
<th>Description</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Per</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative Fee (Summary Billing)</td>
<td>$25.878</td>
<td>$25.878</td>
<td>$25.878</td>
<td>$25.878</td>
<td>Account ID per Month</td>
</tr>
</tbody>
</table>

### Custom Storage and Services
(SEE: [http://doc.ironmountain.com/dataprotection/glossary/FOR SERVICE DEFINITIONS](http://doc.ironmountain.com/dataprotection/glossary/FOR SERVICE DEFINITIONS))

<table>
<thead>
<tr>
<th>Description</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Per</th>
</tr>
</thead>
<tbody>
<tr>
<td>Closed Container (Extra Large)</td>
<td>$0.000</td>
<td>$0.000</td>
<td>$0.000</td>
<td>$0.000</td>
<td>Container</td>
</tr>
<tr>
<td>Closed Container (Cabinet)</td>
<td>$172.070</td>
<td>$177.232</td>
<td>$182.549</td>
<td>$188.026</td>
<td>Container</td>
</tr>
<tr>
<td>Transport Rental</td>
<td>$1.220</td>
<td>$1.257</td>
<td>$1.294</td>
<td>$1.333</td>
<td>Each per Day</td>
</tr>
<tr>
<td>Scheduled Same Place/Same Floor Transport*</td>
<td>$12.960</td>
<td>$13.349</td>
<td>$13.749</td>
<td>$14.162</td>
<td>Trip</td>
</tr>
<tr>
<td>Minimum Monthly Fee</td>
<td>$172.07</td>
<td>$177.232</td>
<td>$182.549</td>
<td>$188.026</td>
<td>Account Number</td>
</tr>
<tr>
<td>Cart</td>
<td>$172.07</td>
<td>$177.232</td>
<td>$182.549</td>
<td>$188.026</td>
<td>Cart</td>
</tr>
<tr>
<td>Transport Cart</td>
<td>$0.68</td>
<td>$0.700</td>
<td>$0.721</td>
<td>$0.743</td>
<td>Cart</td>
</tr>
<tr>
<td>Custom Bar Code Labels</td>
<td>$172.07</td>
<td>$177.232</td>
<td>$182.549</td>
<td>$188.026</td>
<td>Label</td>
</tr>
</tbody>
</table>

**Note:** The total Media Handling for Delivery and/or Pickup at Customer Sites is subject to a minimum of $25.00 per month.

**Note:** Additional Services beyond those listed in this Pricing Schedule are available. For service descriptions, please go to [http://doc.ironmountain.com/dataprotection/additional](http://doc.ironmountain.com/dataprotection/additional/).

**Note:** These costs are not inclusive of third party transportation which are the responsibility of the Customer or which are billed directly by the Carrier to the Customer.

**Note:** Third Party Transportation is priced per shipment.
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: Scott Mortensen
Title: District Manager
Date: 25–Sep–2018

Signature on File: SMortensen@ironmountain.com

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

2018-254
**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>
<th>INFORMATION SYSTEMS</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 9, 2018</td>
<td>$18,900.00</td>
<td>12/01/2018 TO 11/30/2021</td>
<td>INFORMATION SYSTEMS</td>
<td></td>
</tr>
</tbody>
</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

- Sarah Godzicki: Completed 10/10/2018 12:07 PM
- Deborah Hanson: Completed 10/10/2018 12:36 PM
- Donald Carlsen: Completed 10/10/2018 4:53 PM
- Kathy Ostrowski: Completed 10/12/2018 2:04 PM
- James McGuire: Completed 10/12/2018 3:48 PM
- Paul Rafac: Completed 10/17/2018 2:17 PM
- Kathy Ostrowski: Completed 10/18/2018 8:25 AM
- Technology Committee: Pending 10/23/2018 9:00 AM
Procurement Review Checklist
Procurement Services Division

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

Vendor: Granite Telecommunications, LLC
Vendor #: 

Contract Term: 12/1/2018 to 11/30/2021
Contract Total: $18,900.00

Dept: Information Technology
Contact: Wendi Wagner
Phone: 630-407-5064

Assigned Committee: Technology

Description of Procurement/Scope of Work/Background: Procurement of one PRI circuit, 200 DIDs and 5000 combined minutes per month for fax services.

Reason for Procurement: The County is moving to a centralizing faxing service which requires one PRI circuit and calling plan. This will replace the analog circuits that are currently providing dial tone for fax machines throughout the County.

FUNDING SOURCE

☐ Procurement budgeted for (FY and budget code(s)): FY19 / FY20 / FY21 - 1000-1110-53250

☐ 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)

Prepared By: SJG Date: Oct 10, 2018
Recommended for Approval: Date: 10/11/18
IT Approval, if required: Date: 

REVIEWED BY (Initials Only)

Buyer: Date: 10-12-18
Procurement Officer: Date: 10-12-18
Chief Financial Officer (Decision Memos Over $25,000) Date: 10-17-18
Chairman's Office (Decision Memos Over $25,000) Date: 

Packet Pg. 74
**Send Purchase Order To:**
Vendor: Granite Telecommunications, LLC
Attn: George Lambritsios
Address: 100 Newport Ave Extension
City: Quincy
State: MA
Zip: 02171
Phone: 484-539-9474

**Send Invoices To:**
Dept: Information Technology
Division: 
Attn: Sarah Godzicki
Email: sarah.godzicki@dupageco.org
Address: 421 N. County Farm Road
City: Wheaton
State: IL
Zip: 60187
Phone: 630-407-5000
Fax: 630-407-5001

**Send Payments To:**
Vendor: Granite Telecommunications, LLC
Attn: 
Email: 
Address: PO Box 983119
City: Boston
State: MA
Zip: 02298
Phone: 
Fax: 

**Send Payments To:**
Vendor: Granite Telecommunications, LLC
Attn: 
Email: 
Address: PO Box 983119
City: Boston
State: MA
Zip: 02298
Phone: 
Fax: 

**Payment Terms:**
F.O.B. PO 20 Delivery Date Requisitioner
PER 50 ILCS 505/1 Destination
Use for PO25 only
Contract Administrator Dec 1, 2018 Nov 30, 2021 Use for PO25 only

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>12</td>
<td>MO</td>
<td>PRI Circuit, DIDs and Usage charges per month</td>
<td>19</td>
<td>1000</td>
<td>1110</td>
<td>53250</td>
<td>525.00</td>
<td>6,300.00</td>
<td>6,300</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>12</td>
<td>MO</td>
<td>PRI Circuit, DIDs and Usage charges per month</td>
<td>20</td>
<td>1000</td>
<td>1110</td>
<td>53250</td>
<td>525.00</td>
<td>6,300.00</td>
<td>6,300</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>12</td>
<td>MO</td>
<td>PRI Circuit, DIDs and Usage charges per month</td>
<td>21</td>
<td>1000</td>
<td>1110</td>
<td>53250</td>
<td>525.00</td>
<td>6,300.00</td>
<td>6,300</td>
<td></td>
</tr>
</tbody>
</table>

**Requisition Total:** $ 18,900

**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):
<table>
<thead>
<tr>
<th>Location</th>
<th>Address</th>
<th>NPA/NXX</th>
<th>Product/Service</th>
<th>Term</th>
<th>Qty</th>
<th>TAC NRC</th>
<th>Line Charge</th>
<th>EUCL</th>
<th>LNP</th>
<th>ARC</th>
<th>Tax Per Unit</th>
<th>Activation Fee</th>
<th>Unit MRC</th>
<th>Total MRC</th>
<th>Total 3 year price</th>
</tr>
</thead>
<tbody>
<tr>
<td>421 N County Farm Road Wheaton, IL 60187</td>
<td>630 / 221 PRI</td>
<td>630 / 221</td>
<td>630 / 221 DID's</td>
<td>3</td>
<td>1</td>
<td>0.00</td>
<td>250.00</td>
<td>60.00</td>
<td>2.15</td>
<td>0.00</td>
<td>0.00</td>
<td>Waived</td>
<td>312.15</td>
<td>312.15</td>
<td>11,237.40</td>
</tr>
</tbody>
</table>

Total MRC: $393.15

**Usage Rates**

- PICC: $1.50
- Loc1: Included
- Loc2: $0.09
- IE: $0.015
- IA: $0.019

**Note:** In the event that an underlying carrier or supplier substantially alters the amounts charged to Granite for any Services being provided to the Customer, Granite reserves the right to propose different rates to the Customer.

Zero Downtime Wireless Backup (Suggested Add-On) $33.00 per Site, no Capex
The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

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

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

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

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

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

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>George Lambritsios</td>
<td>484-539-9474</td>
<td><a href="mailto:glambritsios@graniteten.com">glambritsios@graniteten.com</a></td>
</tr>
</tbody>
</table>

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

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

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

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

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

Authorized Signature: ______________

Printed Name: **George Lambritsios**

Title: **Relationship Development Manager**

Date: 09/28/2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
Requisition under 25k dollars

2018-255
## 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>
<th>REQUESTING DEPT.</th>
<th>INFORMATION SYSTEMS</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 11, 2018</td>
<td>$22,800.00</td>
<td>11/1/18 - 10/31/19</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### SOLICITATION METHOD FOR SOURCE SELECTION

- Sarah Godzicki, Completed, 10/11/2018 9:54 AM
- Deborah Hanson, Completed, 10/11/2018 9:59 AM
- Donald Carlsen, Completed, 10/11/2018 10:33 AM
- Kathy Ostrowski, Completed, 10/12/2018 1:52 PM
- James McGuire, Completed, 10/12/2018 3:48 PM
- Paul Rafac, Completed, 10/17/2018 2:24 PM
- Kathy Ostrowski, Completed, 10/18/2018 8:06 AM
- Technology Committee, Pending, 10/23/2018 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: Infor (US) Inc.</th>
<th>Vendor #: 13553</th>
<th>Contract Term: 11/01/18 - 10/31/19</th>
<th>Contract Total: $22,800.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Information Technology</td>
<td>Contact: Deborah Hanson</td>
<td>Phone: 630-407-5036</td>
<td>Assigned Committee: Technology</td>
</tr>
</tbody>
</table>

Description of Procurement/Scope of Work/Background: Application support for the Human Resources and Payroll modules of the ERP system for the Human Resources Department.

Reason for Procurement: Additional support is necessary to assist HR staff with Infor system support for any work request that may arise.

FUNDING SOURCE

- Procurement budgeted for (FY and budget code(s)): FY18 & FY19 - 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 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>SJG</th>
<th>Oct 11, 2018</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
</tr>
</thead>
</table>

BUYER: Date

PROCUREMENT OFFICER: Date

CHIEF FINANCIAL OFFICER: Date

CHAIRMAN’S OFFICE: Date

PREPARED BY AND APPROVAL(S) (Initials Only)

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

BUYER: Date

PROCUREMENT OFFICER: Date

CHIEF FINANCIAL OFFICER: Date

CHAIRMAN’S OFFICE: Date

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER

**Purchase Requisition**  
**Procurement Services Division**

**Send Purchase Order To:**
- **Vendor:** Infor (US) Inc.  
  - **Vendor #:** 13553
- **Dept:** IT  
- **Division:**  
- **Attn:**  
- **Email:**  
- **Address:** 13560 Morris Road  
  - **City:** Alpharetta  
  - **State:** GA  
  - **Zip:** 30004
- **Phone:**  
- **Fax:**

**Send Invoices To:**
- **Dept:** IT  
- **Division:**  
- **Attn:** Sarah Godzicki  
- **Email:** Sarah.Godzicki@dupageco.org
- **Address:** 421 N. County Farm Road  
  - **City:** Wheaton  
  - **State:** IL  
  - **Zip:** 60187
- **Phone:** 630-407-5037  
- **Fax:** 630-407-5001

**Send Payments To:**
- **Vendor:** SAME AS ABOVE  
  - **Vendor #:**  
- **Attn:**  
- **Email:**  
- **Address:**  
- **City:**  
- **State:** IL  
- **Zip:**
- **Phone:**  
- **Fax:**

**Ship To:**
- **Dept:** IT  
- **Division:**  
- **Attn:** Deborah Hanson  
- **Email:** Deborah.Hanson@dupageco.org
- **Address:** 421 N. County Farm Road  
  - **City:** Wheaton  
  - **State:** IL  
  - **Zip:** 60187
- **Phone:** 630-407-5036  
- **Fax:** 630-407-5001

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

**PER 50 ILCS 505/1**
- **Use for:** Contract Administrator  
- **Contract Start Date:** Nov 1, 2018  
- **Contract End Date:** Oct 31, 2019

**PO25 only**
- **Use for:** Sarah Godzicki

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>Application support for the Human Resources and Payroll modules of the ERP system</td>
<td>1000</td>
<td>1110</td>
<td>53020</td>
<td>22,800.00</td>
<td>22,800.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Requisition Total:** $22,800.00

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

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

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

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

Date: Oct 11, 2018
MinuteTraq (IQM2) ID #: 13683
Department Requisition #: 

<table>
<thead>
<tr>
<th>Requesting Department: Information Technology</th>
<th>Department Contact: Deborah Hanson</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:Deborah.Hanson@dupageco.org">Deborah.Hanson@dupageco.org</a></td>
<td>Contact Phone: 630-407-5036</td>
</tr>
<tr>
<td>Vendor Name: Infor (US) Inc.</td>
<td>Vendor #: 13553</td>
</tr>
</tbody>
</table>

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

Approve contract for application support for the HR and Payroll modules for the Human Resources department.

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

DuPage County approved a contract with multiple vendors in 2012 for ERP implementation, for which Ciber was providing application support. Ciber was acquired by Infor in 2017 and, as such, Infor will need to provide the support.

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

Additional support is necessary to assist Human Resources staff with Infor system support for any work requests that may arise.

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

Infor acquired Ciber, who has provided support for the Infor system since the ERP was implemented.

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

Staff recommends approving this support contract to assist HR as needed.

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.

$22,800.00 out of FY18 & FY19 - 1000-1110-53020
Services Work Order

This Fixed Fee Services Work Order ("Work Order" or "Order" or "SWO") is subject to all terms and conditions of the Software Services Agreement (or, if applicable, the Professional Services Agreement) between Infor (US), Inc. ("Infor") and County of Du Page ("Licensee") with an Effective Date of 10/23/2017 (the "Services Agreement"). All terms of the Services Agreement are incorporated herein by this reference. Capitalized terms not defined in this Work Order are defined in the Services Agreement. In the event of a conflict, the terms of this Work Order control over the terms of the Services Agreement.

Effective Date of Work Order: date of final signature below

Work Order Number: BP.59563

Prepared by: Matt Boutcher

Project Name: DuPage County - SWO - HCM Support Services

Description of Services to be Provided

Infor Managed Services (IMS) will provide Lawson HCM functional consulting support for Licensee on an as-requested basis. Licensee will have available up to 30 hours per quarter to be used at the prepaid rates defined below. Licensee may use more than 30 hours per quarter if requested in a time & materials fashion at the rates defined in the payment chart below.

General Assumptions and Obligations

1. Any requirement(s) not specified in this Order will be addressed using the Project Change Control Process.

2. Licensee acknowledges that any delays or changes caused by Licensee, Licensee's employees, equipment, contractors or vendors may cause an increase in the fees required under this Order, including without limitation, delays or changes due to the following: (a) change to or deficiency in the information which Licensee has supplied to Infor; (b) failure by Licensee to perform any of its responsibilities in a timely manner including the supply to Infor of resources and information; or (c) an unanticipated event that changes the service needs or requirements of Licensee. Changes required to this Order as a result of any of the foregoing events will be handled using the Project Change Control Process.

3. For all services provided at Licensee locations, Licensee will provide office facilities to Infor personnel. This includes, but is not limited to, office space, desks, networked computers, secured filing cabinets if required, team meeting rooms, networked printers, photocopier, telephones, stationery, whiteboards, internet and remote VPN connection.

Other Project Assumptions and Obligations

1. Travel is not expected for this work. If mutually agreed by both Infor and Licensee then travel can be arranged and will be billed as incurred.

2. An Infor Project Manager (PM) will be engaged during the delivery of these managed services. Infor's PM will coordinate the scheduling of resources, management of an issue log, will provide budget reporting, and will provide overall oversight into Infor's deliverables while mitigating risks throughout the term of this work order.

Fees

Licensee agrees to pay Infor fees of 22,800.00 US Dollars for the services described in this Order. Upon Infor's completion of the deliverables, work products or activities associated with each Milestone as set forth herein, the corresponding fee for such Milestone specified below becomes due and Infor shall invoice Licensee. Licensee shall pay such fee as set forth below.
<table>
<thead>
<tr>
<th>Description</th>
<th>Hrs per Quarter</th>
<th>Unit Cost</th>
<th>Billing Information</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Managed Services for Q1 Nov 1, 2018 – Jan 31, 2019</td>
<td>30</td>
<td>$190 /hr</td>
<td>Billed quarterly in advance</td>
<td>$5,700.00</td>
</tr>
<tr>
<td>Managed Services for Q2 Feb 1, 2019 – Apr 30, 2019</td>
<td>30</td>
<td>$190 /hr</td>
<td>Billed quarterly in advance</td>
<td>$5,700.00</td>
</tr>
<tr>
<td>Managed Services for Q3 May 1, 2019 – Jul 31, 2019</td>
<td>30</td>
<td>$190 /hr</td>
<td>Billed quarterly in advance</td>
<td>$5,700.00</td>
</tr>
<tr>
<td>Managed Services for Q4 Aug 1, 2019 – Oct 31, 2019</td>
<td>30</td>
<td>$190 /hr</td>
<td>Billed quarterly in advance</td>
<td>$5,700.00</td>
</tr>
<tr>
<td>Overage Support As Requested</td>
<td>----</td>
<td>$225 /hr</td>
<td>Billed bi-weekly as incurred on a time &amp; Materials basis</td>
<td>TBD</td>
</tr>
</tbody>
</table>

**Grand Total** $22,800.00

**Currency** US Dollar

The rates and terms specified herein are only valid if this Work Order is signed by Licensee by **10/31/2018**.

Fees do not include applicable taxes, which will be added to each invoice. Licensee will pay each Infor invoice within 30 days of the date of invoice. This payment obligation is non-cancelable and the amounts paid are non-refundable. Travel and living expenses are not included in the fees stated herein, and are in addition to such fees. Travel time to and from Licensee’s site will be billed at $90 per hour.

Where a substantial variation from this Order is foreseen both parties must agree in writing to the additional work and amend this Order accordingly.

**Locations:**
Services may be provided at the facilities of Infor or its contractors, or at the Licensee sites listed below.
- 421 N County Farm Rd
- Wheaton IL 60187-3978
- United States

---

**THE PARTIES have executed this Order through the signatures of their respective authorized representatives.**

<table>
<thead>
<tr>
<th>Infor (US), Inc.</th>
<th>County of Du Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature :</td>
<td>Signature :</td>
</tr>
<tr>
<td>Printed Name :</td>
<td>Deborah Hanson</td>
</tr>
<tr>
<td>Title :</td>
<td>Deputy Director of IT</td>
</tr>
<tr>
<td>Address : 13560 Morris Road Alpharetta GA 30004 USA</td>
<td>Address : 421 N County Farm Rd Wheaton IL 60187-3978 United States</td>
</tr>
<tr>
<td>Signed Date :</td>
<td>10/11/2018</td>
</tr>
<tr>
<td>Purchase Order Number :</td>
<td></td>
</tr>
<tr>
<td>eBilling (Email Address) : <a href="mailto:Sarah.Godzicki@dupageco.org">Sarah.Godzicki@dupageco.org</a></td>
<td>Invoice Mailing Address if different from:</td>
</tr>
</tbody>
</table>
| **Address**: 421 N County Farm Rd  
Wheaton IL 60187-3978  
United States |
<table>
<thead>
<tr>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Phone</strong>:  630-407-5037</td>
</tr>
<tr>
<td><strong>Email Address</strong>: <a href="mailto:Sarah.Godzicki@dupageco.org">Sarah.Godzicki@dupageco.org</a></td>
</tr>
<tr>
<td><strong>Contact Name</strong>: Sarah Godzicki</td>
</tr>
</tbody>
</table>

**INTERNAL USE ONLY**

<table>
<thead>
<tr>
<th><strong>Primary Product</strong>: HCM – Human Resource Management (HRM)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ICS Approval ID</strong>: BP.59563</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Existing Project ID</strong>:</th>
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<tbody>
<tr>
<td><strong>Opportunity ID</strong>: OP-04089299</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th><strong>Existing Project Manager</strong>:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Internal ID</strong>:</td>
</tr>
</tbody>
</table>
Required Vendor Ethics Disclosure Statement

Date: 07/17/2018

Bid Contract #06 RFP 18-150-JM

Company Name: Infor (US), Inc.
Contact Phone: 470-481-7490
Company Contact: Antonio Figueroa
Contact Email: Antonio.Figueroa@infor.com

* To our reasonable knowledge,

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

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change order to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount 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 while the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, board counsel and 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.

☑ ONE (check here) - If no contributions have been made

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

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.

☑ ONE (check here) - If no contacts have been made

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

Add
Telephone
Email

Bradford E. Steiner
Secretary, VP & Deputy General Counsel
7/18/2018

The County of DuPage
INFOR/Lawson Consulting Services for HR & Payroll Employee Self-Service Portal #18-150-JM
Page 22 of 27
Request for Change Order
Procurement Services Division

Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 1648-0001-SERV</th>
<th>Original Purchase Order Date: Feb 9, 2016</th>
<th>Change Order #:</th>
<th>Department: IT - GIS Division</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: Pictometry International Corp</td>
<td>Vendor #: 12426</td>
<td>Dept Contact: Tom Ricker</td>
<td></td>
</tr>
</tbody>
</table>

**Background and/or Reason for Change Order Request:**
Due to O'Hare Airport flight restrictions, the vendor was unable to complete the 2016 flight as scheduled. As a result, the project was pushed back to 2017 for delivery. This also resulted in Project 2 (2018) and Project 3 (2020) being pushed back to 2019 and 2021, respectively. This change order serves to extend the contract through 2022, and due to updated pricing, decrease the second project by $0.02 and decrease the third project by $0.01.

**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 | $758,430.00 |
| B | Net $ change for previous Change Orders | $0.00 |
| C | Current contract amount (A + B) | $758,430.00 |
| D | Amount of this Change Order | Increase | Decrease | $(0.03) |
| E | New contract amount (C + D) | $758,429.97 |
| 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

- [ ] Change budget code from: ____________ to: ____________
- [ ] Price shows: ____________ should be: ____________
- [ ] Decrease remaining encumbrance and close contract
- [ ] Increase encumbrance and close contract
- [ ] Decrease encumbrance
- [ ] Increase encumbrance

**DECISION MEMO REQUIRED**

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

**CONSENT AGENDA**

<table>
<thead>
<tr>
<th>S/J/G</th>
<th>Date</th>
<th>Recommended for Approval (Initials)</th>
<th>Phone Ext</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>5037</td>
<td>Oct 9, 2018</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

**Prepared By (Initials):** ____________

**Reviewed By (Initials Only):**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>10-12-18</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

**Packet Pg. 87**
Decision Memo
Procurement Services Division
This form is required for all Professional Service Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

Requesting Department: IT/GIS
Contact Email: tom.ricker@dupageco.org
Department Contact: Tom Ricker
Contact Phone: 630-407-5062
Vendor Name: Pictometry International Corp.
Vendor #: 12426

Date: Oct 10, 2018
MinuteTraq (IQM2) ID #: 13674
Department Requisition #: 

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

Change order to extend the contract dates of the original agreement in order to complete the following projects:
Project 2: Extend from 2018 to 2019
Project 3: Extend from 2020 to 2021
The contract will end with final payment in 2022 - one year after 2021 flight delivery.

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

Due to the two new runways and the Flight B Air Restrictions of O'Hare Airport and non-cooperative seasonal weather, we were not able to complete the flight in the spring of 2016; instead, the flight was completed in fall of 2016 and spring of 2017. Due to the year delay and with flights scheduled for every other year, the next upcoming flight is now scheduled for spring 2019 (Project 2). The final flight (Project 3) would be completed in spring 2021.

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

Customer Service
This imagery is utilized by county staff, area organizations, and the general public. The data needs to be updated every few years so that correct ground occupation features are represented in GIS and mapping applications. With the acquisition of new photography we will have the most up-to-date imagery that will be utilized and relied upon by each user within desktop and web-based applications.

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

In 2016 an RFP was submitted and there were two proposals submitted back to the county. A panel of three GIS staff members reviewed each proposal and then convened to discuss each proposal and make a recommendation. Each member of the panel looked at price, quality of product, service, quality and functionality of viewing software and other items in making their recommendations.

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

Staff recommends the schedule change proposed in the Change Order Notice in order to complete the 2019 and 2021 flights.

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

FY19 & FY21 - 1100-2900-53020
Project 2 was $257,580.00 and will now be $257,579.98
Project 3 was $271,890.00 and will now be $271,889.99
AMENDMENT TO AGREEMENT DATED FEBRUARY 24, 2016 BETWEEN 
PICTOMETRY INTERNATIONAL CORP. ("PICTOMETRY") AND 
DUPAGE COUNTY, IL ("CUSTOMER")

1. This Amendment, including all Sections and Appendices referenced herein (collectively, this "Amendment") is entered into by and between Pictometry and Customer and supplements and modifies the terms of the Agreement dated February 24, 2016 as, to the extent applicable, previously modified by addenda or amendments thereto (collectively, the "Agreement"). Any purchase order or similar document issued by Customer in connection with this Amendment is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on such purchase order shall be of no force or effect as between the parties. To the extent that there is any inconsistency between the terms set forth in this Amendment and those set forth in the Agreement, the terms set forth in this Amendment shall prevail.

Section A: Product Descriptions, Prices and Payment Terms

Map

2. MODIFICATIONS TO AGREEMENT:
   a. As of the Effective Date of this Amendment the Second and Third Projects Product Descriptions, Prices and Payment Terms attached to the Agreement shall be deleted in their entirety and replaced with the Second and Third Projects Product Descriptions, Prices and Payment Terms attached herein.
   b. As of the Effective Date of this Amendment, the attached Map will be added to the Agreement.
   c. All other terms and conditions shall remain in full force and effect.

3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

<table>
<thead>
<tr>
<th>CUSTOMER NOTICE ADDRESS</th>
<th>PICTOMETRY NOTICE ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>421 N County Farm Road</td>
<td>25 Methodist Hill Drive</td>
</tr>
<tr>
<td>Wheaton, IL 60187</td>
<td>Rochester, NY 14623</td>
</tr>
<tr>
<td>Attn: Tom Ricker, GIS Manager</td>
<td>Attn: General Counsel</td>
</tr>
<tr>
<td>Phone: 630-407-5062</td>
<td>Phone: (585) 486-0093</td>
</tr>
<tr>
<td></td>
<td>Fax: (585) 486-0098</td>
</tr>
</tbody>
</table>

Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

This Amendment shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document.

PARTIES:

<table>
<thead>
<tr>
<th>CUSTOMER</th>
<th>PICTOMETRY INTERNATIONAL CORP.</th>
</tr>
</thead>
<tbody>
<tr>
<td>DUPAGE COUNTY, IL</td>
<td>a Delaware corporation</td>
</tr>
</tbody>
</table>

SIGNATURE:  

<table>
<thead>
<tr>
<th>NAME:</th>
<th>NAME:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deborah Hanson</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TITLE:</th>
<th>TITLE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deputy Director of IT</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DATE:</th>
<th>EXECUTION DATE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/10/2018</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>DATE OF RECEIPT (EFFECTIVE DATE):</th>
</tr>
</thead>
</table>
## SECTION A

### PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
25 Methodist Hill Drive
Rochester, NY 14623

<table>
<thead>
<tr>
<th>BILL TO</th>
<th>SHIP TO</th>
</tr>
</thead>
<tbody>
<tr>
<td>DuPage County, IL</td>
<td>Tom Ricker, GIS Manager</td>
</tr>
<tr>
<td>Tom Ricker, GIS Manager</td>
<td>421 N County Farm Road</td>
</tr>
<tr>
<td>421 N County Farm Road</td>
<td>Wheaton, IL 60187</td>
</tr>
<tr>
<td>630-407-5062</td>
<td>630-407-5062</td>
</tr>
<tr>
<td><a href="mailto:tom.ricker@dupaqeco.org">tom.ricker@dupaqeco.org</a></td>
<td><a href="mailto:tom.ricker@dupageco.org">tom.ricker@dupageco.org</a></td>
</tr>
</tbody>
</table>

### CUSTOMER ID  | SALES REP | FREQUENCY OF PROJECT
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A117117</td>
<td>Idavis</td>
<td>Biennial</td>
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</table>

### SECOND PROJECT

<table>
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<tr>
<th>QTY</th>
<th>PRODUCT NAME</th>
<th>PRODUCT DESCRIPTION</th>
<th>LIST PRICE</th>
<th>DISCOUNT PRICE (%)</th>
<th>AMOUNT</th>
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</thead>
<tbody>
<tr>
<td>430</td>
<td>AccuPLUS 3m - CUSTOMER DTM - Per Sector</td>
<td>Product includes: 3-inch GSD AccuPlus ortho mosaic tiles (GeoTIFF format), 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 3-inch GSD area-wide ortho mosaic (ECW format), 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%). Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel. Ortho-mosaic accuracy: 0.75 ft. RMSE (X or Y); 1.84 ft NSSDA 95%; meets or exceeds ASPRS Class 1 (1990) at 1&quot;=100; NMAS Class 1 at 1&quot;=50'. Pricing discounted to reflect use of customer-provided DTM to support ortho-rectification (subject to Pictometry testing and validation). Refer to attached terms and conditions. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use.</td>
<td>$645.00</td>
<td>$599.02 (7.128% - Long Term Incentive Discount)</td>
<td>$257,579.98</td>
</tr>
<tr>
<td>1</td>
<td>Pictometry Connect - CA - 100</td>
<td>Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement.</td>
<td>$6,600.00</td>
<td>$0.00 (100%)</td>
<td>$0.00</td>
</tr>
<tr>
<td>1</td>
<td>Media Drive Capacity 931G - Drive Model 1T - EXTPower</td>
<td>External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form</td>
<td>$199.00</td>
<td>$0.00 (100%)</td>
<td>$0.00</td>
</tr>
<tr>
<td>1</td>
<td>RapidAccess - Disaster Response Program</td>
<td>RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form</td>
<td>$0.00</td>
<td>$0.00 (100%)</td>
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</tr>
<tr>
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<td>$1,500.00</td>
<td>$0.00 (100%)</td>
<td>$0.00</td>
</tr>
<tr>
<td>QTY</td>
<td>PRODUCT NAME</td>
<td>PRODUCT DESCRIPTION</td>
<td>LIST PRICE</td>
<td>DISCOUNT PRICE (%)</td>
<td>AMOUNT</td>
</tr>
<tr>
<td>-----</td>
<td>--------------</td>
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<td>------------</td>
<td>--------------------</td>
<td>--------</td>
</tr>
<tr>
<td>1</td>
<td>AccuPLUS Imagery Bundle with Two (2) Years of EFS Maintenance &amp; Support</td>
<td>Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement</td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
</tr>
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</table>

**SUBTOTAL – SECOND PROJECT** $257,579.98

---

<table>
<thead>
<tr>
<th>QTY</th>
<th>PRODUCT NAME</th>
<th>PRODUCT DESCRIPTION</th>
<th>LIST PRICE</th>
<th>DISCOUNT PRICE (%)</th>
<th>AMOUNT</th>
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</thead>
<tbody>
<tr>
<td>430</td>
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<td>$645.00</td>
<td>$632.30 (1.969% – Long Term Incentive Discount)</td>
<td>$271,889.99</td>
</tr>
<tr>
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</tr>
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<td>1</td>
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<td>External USB 2.0 / eSATA Externally Powered. Delivery includes a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form</td>
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<td>$0.00</td>
<td></td>
<td>$0.00</td>
</tr>
</tbody>
</table>
versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.
Applicable Terms and Conditions: Software License Agreement

Thank you for choosing Pictometry as your service provider.

<table>
<thead>
<tr>
<th>SUBTOTAL - THIRD PROJECT</th>
<th>$271,889.99</th>
</tr>
</thead>
</table>

**FEES; PAYMENT TERMS**
All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys' fees and court costs.

**SECOND PROJECT**
Due at Initial Shipment of Imagery
$128,789.99
Due at First Anniversary of Shipment of Imagery
$128,789.99
Total Payments
$257,579.98

**THIRD PROJECT**
Due at Initial Shipment of Imagery
$135,944.99
Due at First Anniversary of Shipment of Imagery
$135,945.00
Total Payments
$271,889.99

**PRODUCT PARAMETERS**

**SECOND PROJECT**

<table>
<thead>
<tr>
<th>Product:</th>
<th>AccuPLUS 3in - CUSTOMER DTM - Per Sector</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coverage Area Format:</td>
<td>Shapefile</td>
</tr>
<tr>
<td>Leaf:</td>
<td>Leaf Off: Less than 30% leaf cover</td>
</tr>
</tbody>
</table>

**CONNECT**
Product: Pictometry Connect View - CA
Admin User Name: Tom Ricker
Admin User Email: tom.ricker@dupageco.org
IL Du Page (Primary Geofence)

Product: Pictometry Connect - CA - 100
Admin User Name: Tom Ricker
Admin User Email: tom.ricker@dupageco.org
IL Du Page (Primary Geofence)

**THIRD PROJECT**

<table>
<thead>
<tr>
<th>Product:</th>
<th>AccuPLUS 3in - CUSTOMER DTM - Per Sector</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

**CONNECT**
Product: Pictometry Connect View - CA
Admin User Name: Tom Ricker
Admin User Email: tom.ricker@dupageco.org
IL Du Page (Primary Geofence)
Product: Pictometry Connect - CA - 100
Admin User Name: Tom Ricker
Admin User Email: tom.ricker@dupageco.org

GeoFence: IL Du Page (Primary GeoFence)
### Request for Change Order

**Procurement Services Division**

**Attach copies of all prior Change Orders**

<table>
<thead>
<tr>
<th>Purchase Order #: 60000018</th>
<th>Original Purchase Order Date: Mar 28, 2018</th>
<th>Change Order #: 1</th>
<th>Department: IT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: Kinsey &amp; Kinsey Inc.</td>
<td>Vendor #: 25832</td>
<td>Dept Contact: Debbie Hanson</td>
<td></td>
</tr>
</tbody>
</table>

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

To increase the contract for ERP consulting services through the remainder of FY18.

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

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

### INCREASE/DECREASE

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

### DECISION MEMO NOT REQUIRED

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

### DECISION MEMO REQUIRED

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

---

**Prepared By (Initials):** 5037 Oct 16, 2018

**Recommended for Approval (Initials):** 10-17-18

**REVIEWED BY (Initials Only):**

**Buyer:** 10-17-18

**Procurement Officer:** 10-18-18

**Chairman’s Office:** (Decision Memos Over $25,000) 10-18-18

---

**Packet Pg. 95**
Requesting Department: IT  
Contact Email: Deborah.Hanson@dupageco.org  
Vendor Name: Kinsey & Kinsey Inc.

Department Contact: Debbie Hanson  
Contact Phone: 630-407-5036  
Vendor #: 25832

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

Change order to increase the contract for ERP consulting services through the remainder of FY18.

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

Mike Oswald with Kinsey was on the ERP implementation team and worked closely with the Finance and Treasurer Departments. He knows their applications very well and is able to do the work in a much shorter timeframe than somebody who isn't familiar with them.

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.

Finance and the Treasurer are able to run automated reports using the ERP and budget systems.

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

Kinsey was one of the vendors selected in 2013 when the original RFP went out of the ERP project. They have assisted Finance and the Treasurer's offices since the implementation began.

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

Staff recommends approving the change order request so that Kinsey can continue supporting Finance and Treasurer.

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.

Additional $6,200 out of the bond line 6000-1235-53020.
The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change order to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount 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.

**Signature on File**

**Printed Name:** Bradley J. Kinsey

**Title:** CEO

**Date:** March 5, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
AWARDING RESOLUTION TO
TO PETHEALTH SERVICES (USA) INC.
TO PROVIDE VETERINARY MEDICAL SUPPLIES
FOR DUPAGE COUNTY ANIMAL SERVICES
(NOT TO EXCEED CONTRACT TOTAL AMOUNT OF $243,850.00)

WHEREAS, proposals were submitted and processed in accordance with County Board policy; and

WHEREAS, the Animal Services Committee recommends County Board approval for the issuance of a contract purchase order to Pethealth Services (USA) Inc., for the purchase of shelter database software for a five (5) year period beginning October 23, 2018 for Animal Services.

NOW, THEREFORE BE IT RESOLVED, that County Requisition, covering said, for the purchase of shelter database software for the period of October 9, 2018 through October 8, 2019, for the DuPage County Animal Services be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Pethealth Services (USA) Inc., 3315 East Algonquin Road, Suite 450, Rolling Meadows, IL 60008, for a contract total amount not to exceed $243,850.00, per most qualified offeror per proposal 18-094-JM.

Enacted and approved this 23rd day of October, 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>
<th>REQUESTING DEPT.</th>
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<tbody>
<tr>
<td>October 12, 2018</td>
<td>$243,850.00</td>
<td>5 YEARS BEGINNING 10/23/2018</td>
<td>ANIMAL SERVICES COMMITTEE</td>
</tr>
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### SOLICITATION METHOD FOR SOURCE SELECTION

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amanda Talsma</td>
<td>Completed</td>
<td>10/12/2018 1:38 PM</td>
</tr>
<tr>
<td>Laura Flamion</td>
<td>Completed</td>
<td>10/12/2018 1:39 PM</td>
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<tr>
<td>Kathy Ostrowski</td>
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<td>10/12/2018 2:08 PM</td>
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<tr>
<td>Donald Carlsen</td>
<td>Completed</td>
<td>10/12/2018 2:11 PM</td>
</tr>
<tr>
<td>Wendi Wagner</td>
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</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
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<tr>
<td>Paul Rafac</td>
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<tr>
<td>Tom Cuculich</td>
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<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>10/12/2018 3:18 PM</td>
</tr>
<tr>
<td>Animal Services Committee</td>
<td>Completed</td>
<td>10/16/2018 10:30 AM</td>
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<tr>
<td>Finance Committee</td>
<td>Pending</td>
<td>10/23/2018 8:00 AM</td>
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<tr>
<td>Technology Committee</td>
<td>Pending</td>
<td>10/23/2018 9:00 AM</td>
</tr>
<tr>
<td>County Board</td>
<td>Pending</td>
<td>10/23/2018 10:00 AM</td>
</tr>
</tbody>
</table>
Purchase Requisition  
Procurement Services Division

<table>
<thead>
<tr>
<th>Send Purchase Order To:</th>
<th>Send Invoices To:</th>
</tr>
</thead>
</table>
| **Vendor:** Pethealth Services (USA) Inc.  
Attn: Renee Wolfgamm  
Email: microchip_bids@24petwatch.com  
Address: 3365 E. Algonquin Road, Suite 450  
City: Rolling Meadows  
State: IL  
Zip: 60008  
Phone: 866-600-4815  
**Vendor #:** 29775 | **Dept:** Animal Services  
**Division:**  
**Attn:** Amanda Talsma  
**Email:** amanda.talsma@dupageco.org  
**Address:** 120 N. County Farm Road  
**Room:**  
**City:** Wheaton  
**State:** IL  
**Zip:** 60187  
**Phone:** 630-407-2800  
**Fax:** 630-407-2801 |

<table>
<thead>
<tr>
<th>Send Payments To:</th>
<th>Ship To:</th>
</tr>
</thead>
</table>
| **Vendor:** Pethealth Services (USA) Inc.  
Attn: Accounts Receivable  
Email:  
Address: 3315 E. Algonquin Road, Suite 450  
City: Rolling Meadows  
State: IL  
Zip: 60008  
**Vendor #:** 29775 | **Dept:** Animal Services  
**Division:**  
**Attn:** Kristie Lecaros  
**Email:** Kristie.Lecaros@dupageco.org  
**Address:** 120 N. County Farm Road  
**Room:**  
**City:** Wheaton  
**State:** IL  
**Zip:** 60187  
**Phone:** 630-407-2800  
**Fax:** 630-407-2801 |

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acct Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
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<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>Year 1- Product &amp; Fees</td>
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<td>EA</td>
<td>Year 1- Implementation</td>
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</tr>
<tr>
<td>5</td>
<td>1</td>
<td>EA</td>
<td>Year 1- Other Misc Charges</td>
<td>18</td>
<td>1100</td>
<td>1300</td>
<td>53807</td>
<td></td>
<td></td>
<td>9,750.00</td>
<td>9,750</td>
</tr>
<tr>
<td>6</td>
<td>1</td>
<td>EA</td>
<td>Year 2- Product &amp; Fees</td>
<td>19</td>
<td>1100</td>
<td>1300</td>
<td>53807</td>
<td></td>
<td></td>
<td>37,625.00</td>
<td>37,625</td>
</tr>
<tr>
<td>7</td>
<td>1</td>
<td>EA</td>
<td>Year 3- Product &amp; Fees</td>
<td>20</td>
<td>1100</td>
<td>1300</td>
<td>53807</td>
<td></td>
<td></td>
<td>37,625.00</td>
<td>37,625</td>
</tr>
<tr>
<td>8</td>
<td>1</td>
<td>EA</td>
<td>Year 4- Product &amp; Fees</td>
<td>21</td>
<td>1100</td>
<td>1300</td>
<td>53807</td>
<td></td>
<td></td>
<td>37,625.00</td>
<td>37,625</td>
</tr>
<tr>
<td>9</td>
<td>1</td>
<td>EA</td>
<td>Year 5- Product &amp; Fees</td>
<td>22</td>
<td>1100</td>
<td>1300</td>
<td>53807</td>
<td></td>
<td></td>
<td>37,625.00</td>
<td>37,625</td>
</tr>
</tbody>
</table>

Requisition Total: $243,850

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

Pricing totals are not to exceed.

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

Web Licensing fees are estimated.

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

---

Packet Pg. 100
**Decision Memo**

**Procurement Services Division**

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

---

**Date:** Oct 11, 2018

**MinuteTraq (IQM2) ID #:** 13694

**Department Requisition #:** __________

---

**Requesting Department:** Animal Services

**Department Contact:** Amanda Talsma

**Contact Email:** amanda.talsma@dupageco.org

**Contact Phone:** x2819

**Vendor Name:** Pethealth Services (USA) Inc.

---

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

New Software Contract for Pethealth Services (USA) Inc. for a five (5) years (10/23/2018 - 10/22/2022) for a total not to exceed $243,850.00.

---

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

Animal Services currently uses an Access database to track shelter population information, animal control case details and certain functions of rabies licensing. The limitations of the current system require a large dependency on paper processes and duplicate data entry into various Excel spreadsheets. The database lacks many of the features now necessary to further facilitate informed operational decisions, increase productivity and provide a higher level of customer service. The limited reports that are available from the current database have proven to not be reliable given recent problems with the database not retaining records correctly or lacking the ability to include specific data fields. Animal Services sought a platform to provide critical functions such as detailed financial tracking, workflow management, customizable reporting and dynamic data management. A comprehensive RFP was developed to identify a platform that will allow for Animal Services to better measure outcomes, assess community needs and prioritize as necessary to be fiscally responsible and build on principles of quality and efficiency.

---

**Strategic Impact**

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

Proactive initiative that will increase department efficiency across multiple units and enhance customer service.

---

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

We worked with Procurement who sent out request for proposal (#18-094-JM) to thirteen (13) companies, five (5) responded. The department used a scoring system that evaluated the solution's functionality, usability, sustainability, interfaces, vendor credibility, and pricing. Pethealth Services Inc. had the highest score.

---

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

1. Approve the Contract Purchase Order as requested.
2. Do not approve the Contract PO.

---

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

This will be out of FY 2018 through FY 2022

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Approved Budget</th>
<th>Account Number</th>
<th>Source of Funds</th>
<th>Future Funding Requirements</th>
</tr>
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<tbody>
<tr>
<td>FY 2018</td>
<td>$243,850.00</td>
<td>1300 53807</td>
<td>Process Lev 120</td>
<td></td>
</tr>
</tbody>
</table>

Packet Pg. 101
COUNTY OF DU PAGE, ILLINOIS

PROPOSAL FORM
PROPOSAL #18-094-JM
SHELTER MANAGEMENT SOFTWARE FOR DuPAGE COUNTY ANIMAL SERVICES

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

<table>
<thead>
<tr>
<th>Full Name of Proposer</th>
<th>Pethealth Services (USA) Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Main Business Address</td>
<td>3315 East Algonquin Road, Suite 450</td>
</tr>
<tr>
<td>City, State, Zip Code</td>
<td>Rolling Meadows, IL 60008</td>
</tr>
<tr>
<td>Telephone Number</td>
<td>1-866-600-4815</td>
</tr>
<tr>
<td>Fax Number</td>
<td></td>
</tr>
<tr>
<td>Proposal Contact Person</td>
<td>Renee Wolfram (<a href="mailto:renee.wolfram@pethealthinc.com">renee.wolfram@pethealthinc.com</a>)</td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:microchip_bids@24petwatch.com">microchip_bids@24petwatch.com</a></td>
</tr>
</tbody>
</table>

TO: The DuPage County Procurement Services Division

The undersigned certifies that he is:

☒ The Owner/Sole Proprietor
☒ a Member of the Partnership
☐ an Officer of the Corporation
☒ a Member of the Joint Venture herein after called the Proposer and that the members of the Partnership or Officers of the Corporation are as follows:

_________________________________________    _____________________________
(President or Partner)                        (Vice-President or Partner)

_________________________________________    _____________________________
(Secretary or Partner)                        (Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation, that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage Center, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No.

1, 2, , , , , , , and , issued thereto;

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

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

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

If a Corporation, the undersigned further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed, nor modified and that the same remain in full force and effect. (Proposer may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the Proposer certifies that he has provided services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the Proposer, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the proposal schedule.

PROPOSAL MUST BE SIGNED FOR CONSIDERATION

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

X Signature on File

VP & CORPORATE CONTROLLER

(Signature and Title)

DATE: JUNE 14th, 2018

CORPORATE SEAL

(If available)

Subscribed and sworn to before me this 14TH day of June, 2018.

My Commission Expires: Does not expire

Notary Services Ontario

100 Duvall Dr., Suite 115

Oakville, ON L6K 3V3

www.notaryontario.ca

(SEAL)
## PRODUCT

<table>
<thead>
<tr>
<th>PRODUCT</th>
<th>Price</th>
<th>QTY</th>
<th>Details/Additional Info</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Software</td>
<td>$9,000</td>
<td>1</td>
<td>This is the subscription fee for PetPoint that covers all staff along with Phone &amp; Live Chat support (please refer to line item called &quot;other 1&quot; for our &quot;alternative&quot; pricing)</td>
</tr>
<tr>
<td>Public Access Licenses</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(as needed)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>List the individual price &amp; minimum # required under QTY</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PA License Add-On 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(as needed)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PA License Add-On 2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(as needed)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Staff/Internal Licenses</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(as needed)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>List the individual price &amp; minimum # required under QTY</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>S/I License Add-On 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(as needed)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>S/I License Add-On 2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(as needed)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other 1 (enter specifics in Details)</td>
<td>$0.00</td>
<td>1</td>
<td>Our Marketing/rebate model consists of utilizing our 24PetWatch microchips, offering our 24PetWatch Trial of Insurance to your adopters and utilizing our Petango web tools. The microchips would be an additional investment for the organization. These three integrated features align your organization to offer best-in-class products and services to your community, all while utilizing an extremely comprehensive data management system. Also by doing these 3 things our software subscription fee would be $0.00. Please find in Appendix C, a copy of our Marketing program Terms &amp; Conditions.</td>
</tr>
<tr>
<td>Other 2 (enter specifics in Details)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## ANNUAL FEES

<table>
<thead>
<tr>
<th>ANNUAL FEES</th>
<th>Price</th>
<th>QTY</th>
<th>Details/Additional Info</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Software</td>
<td>$9,000</td>
<td>1</td>
<td>This is the subscription fee for PetPoint that covers all staff, but if on the marketing program this would be at $0.00</td>
</tr>
<tr>
<td>Annual Public License Fees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(as needed)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PA Add-On 1 (as needed)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PA Add-On 2 (as needed)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Staff/Internal License Fees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(as needed)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SI Add-On 1 (as needed)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SI Add-On 2 (as needed)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other 1 (enter specifics in Details)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other 2 (enter specifics in Details)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## SUPPORT/MAINTENANCE

<table>
<thead>
<tr>
<th>SUPPORT/MAINTENANCE</th>
<th>Price</th>
<th>QTY</th>
<th>Details/Additional Info</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone/Live Chat Support</td>
<td>$1,000/yr</td>
<td>1</td>
<td>this is the cost in the Marketing program. This cost would not be charged if the county was paying $0.00 for the software subscription</td>
</tr>
</tbody>
</table>

---

COUNTY OF DU PAGE RFP#18-094-JM
SHELTER MANAGEMENT SOFTWARE for DU PAGE COUNTY ANIMAL SERVICES
Page 28 of 38
## IMPLEMENTATION

Please list the base implementation fee(s).

<table>
<thead>
<tr>
<th>Service</th>
<th>Price</th>
<th>QTY</th>
<th>Details/Additional Info</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Implementation</td>
<td>$1,000</td>
<td>1</td>
<td>One time fee</td>
</tr>
<tr>
<td>Conversion &amp; Upload of Current System Data</td>
<td>Variable</td>
<td></td>
<td>Price depend on scope of data to be converted. Please refer to &quot;other/more&quot; space for additional details.</td>
</tr>
<tr>
<td>Status Meetings (per hour)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Staff/Internal Training (per session)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other 1 (enter specifics in Details)</td>
<td>$1,600</td>
<td>1</td>
<td>We would recommend a 20 hour package of Engagement Services to assist with implementation.</td>
</tr>
<tr>
<td>Other 2 (enter specifics in Details)</td>
<td>$1,600 + travel</td>
<td>1</td>
<td>A secondary option is to pursue on-site assistance for 20 hours for Go-Live, plus travel expenses</td>
</tr>
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</table>

## CUSTOMIZATION

See Questionnaire to identify any additional fees based on the questions.

<table>
<thead>
<tr>
<th>Section</th>
<th>Price</th>
<th>QTY</th>
<th>Details of Customization</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration Section - Questions 1-8</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Licensing &amp; Registration Section - Questions 9-14</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Client Service Section - Questions 15-30</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Financial &amp; Inventory Management Section - Questions 31-38</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reporting Section - Questions 39-42</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kennel Management Section - Questions 43-49</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Animal Control Section - Questions 50-56</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CUSTOMIZATION Cont...</td>
<td>See Questionnaire to identify any additional fees based on the questions.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----------------------</td>
<td>-------------------------------------------------------------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personnel Management Section - Question 57</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rescue, Foster &amp; Volunteer Management Section - Questions 58-67</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Event &amp; Humane Education Management Section - Questions 68-69</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Medical Record Management Section - Questions 70-73</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Information Technology Section - Questions 74-86</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OTHER/MORE SPACE</th>
<th>Please include any additional fees/costs not addressed above or additional lines are needed.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price</td>
<td>QTY</td>
</tr>
<tr>
<td>Petfinder Auto Uploads</td>
<td>$600/year or $1,200/yr</td>
</tr>
<tr>
<td>Constituent Services Suite</td>
<td>$3,000/yr</td>
</tr>
<tr>
<td>File Storage &amp; E-Signature</td>
<td>$1,500/yr</td>
</tr>
<tr>
<td>Advanced Productivity Suite</td>
<td>$2,500/yr</td>
</tr>
<tr>
<td>Online Licensing</td>
<td>charged annually</td>
</tr>
</tbody>
</table>

For example, if you add Care and License, the total cost would be $4,850 + $7,500 + $5,250 + $5,250 = $32,850
### COUNTY OF DU PAGE, ILLINOIS

#### OTHER/MORE SPACE

Cont...

Please include any additional fees/costs not addressed above or additional lines are needed.

<table>
<thead>
<tr>
<th>Module</th>
<th>QTY</th>
<th>Details/Additional Info</th>
</tr>
</thead>
<tbody>
<tr>
<td>Data Conversion</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Entries (Arewa, Petw, Agency, and Visit)</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Adding any additional module will add a one-time $3,500 setup fee plus the cost of the module</td>
<td>$7,000.00</td>
<td></td>
</tr>
<tr>
<td>Medical</td>
<td>$3,000.00</td>
<td></td>
</tr>
<tr>
<td>Case</td>
<td>$3,000.00</td>
<td></td>
</tr>
<tr>
<td>License</td>
<td>$3,000.00</td>
<td></td>
</tr>
<tr>
<td>Foster</td>
<td>$3,000.00</td>
<td></td>
</tr>
<tr>
<td>Receipt</td>
<td>$3,000.00</td>
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</tr>
</tbody>
</table>

### PRICING TOTALS

Regular subscription cost/ (marketing subscription cost)

<table>
<thead>
<tr>
<th>Product</th>
<th>Total</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Product</td>
<td>$9,000 / ($0)</td>
<td>this is an annual cost and not included in the annual cost fee below</td>
</tr>
<tr>
<td>Annual Fees</td>
<td>$11,200 / ($11,200)</td>
<td>includes, numbers, constituent services, advanced productivity and Petfinder (at the higher adoption rate), not including Data</td>
</tr>
<tr>
<td>Support /Maintenance</td>
<td>$0 / ($1,000)</td>
<td>Conversation and Online licensing (per license fee)</td>
</tr>
<tr>
<td>Implementation</td>
<td>$2,600 / ($2,600)</td>
<td>Total does not include cost of on-site visit</td>
</tr>
<tr>
<td>Customization</td>
<td>$0 / ($0)</td>
<td>More details required for customization cost</td>
</tr>
<tr>
<td>Other/Additions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL:</td>
<td>$22,800 / ($14,800)</td>
<td></td>
</tr>
</tbody>
</table>
To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that PETHEALTH SERVICES (USA) INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON MARCH 06, 2003, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 24TH day of APRIL A.D. 2018.

Jesse White
SECRETARY OF STATE
DuPage County Procurement Services Division

SHELTER MANAGEMENT SOFTWARE FOR ANIMAL SERVICES
RFP #18-094-JM BID TABULATION

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Available Points</th>
<th>Pet Health Services USA</th>
<th>HLP Inc. / Chameleon</th>
<th>Shelter Pro</th>
</tr>
</thead>
<tbody>
<tr>
<td>Functionality</td>
<td>40</td>
<td>34</td>
<td>35</td>
<td>18</td>
</tr>
<tr>
<td>Usability</td>
<td>15</td>
<td>15</td>
<td>8</td>
<td>8</td>
</tr>
<tr>
<td>Sustainability</td>
<td>15</td>
<td>11</td>
<td>10</td>
<td>6</td>
</tr>
<tr>
<td>Interfaces</td>
<td>10</td>
<td>8</td>
<td>8</td>
<td>4</td>
</tr>
<tr>
<td>Vendor Credibility</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>8</td>
</tr>
<tr>
<td>Pricing</td>
<td>10</td>
<td>2</td>
<td>2</td>
<td>10</td>
</tr>
<tr>
<td><strong>Total Five Year Price</strong></td>
<td><strong>$243,850</strong></td>
<td><strong>$246,900</strong></td>
<td><strong>$59,120</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100</strong></td>
<td><strong>80</strong></td>
<td><strong>73</strong></td>
<td><strong>54</strong></td>
</tr>
</tbody>
</table>

NOTES
The following submittals were deemed nonresponsive:
1) AnimalsFirst did not provide a not-to-exceed price.
2) Pet Data, Inc. did not address the entire scope of work.

The following firms declined to bid:
1) Pet Friend Software did not submit a proposal as they could not meet the timeline for this solicitation.
2) Shelter Luv did not submit a proposal as they do not offer the scope of work for this solicitation.

<table>
<thead>
<tr>
<th>Details</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Posted/Advertised</td>
<td>5/24/2018</td>
</tr>
<tr>
<td>Invitations Sent</td>
<td>13</td>
</tr>
<tr>
<td>Total Requesting Documents</td>
<td>10</td>
</tr>
<tr>
<td>Total RFP Responses Received</td>
<td>5</td>
</tr>
<tr>
<td>RFP Opening</td>
<td>6/15/2018</td>
</tr>
<tr>
<td>JEM, CH</td>
<td>2:30pm</td>
</tr>
</tbody>
</table>
Required Vendor Ethics Disclosure Statement

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

Date: June 12, 2018

Bid/Contract/PO #: 18-094-JM

Company Name: Pethealth Services (USA)
Contact Phone: Renee Wohlgemuth

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 election 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, attorneys and consultants and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

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

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

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

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

Continuing disclosure is required, and agrees to update this disclosure form as follows:
- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 90 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/egov/ethics/policies

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

Signature on File

Printed Name: Y. Wang Wastes
Title: Asst. Client Services
Date: June 12, 2018

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

**Procurement Services Division**

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

<table>
<thead>
<tr>
<th>Vendor: Pethealth Services (USA) Inc.</th>
<th>Vendor #: 29775</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Animal Services</td>
<td>Contact: Amanda Talsma</td>
</tr>
<tr>
<td>Phone: x2819</td>
<td>Assigned Committee: Animal Services</td>
</tr>
</tbody>
</table>

| Description of Procurement/Scope of Work/Background | Cloud based shelter software management for Animal Services. The five (5) year contract total not to exceed includes: product, annual software fees, implementation, data conversion, and online rabies license purchase for citizens. |

| Reason for Procurement | Proactive action as the current database software is very old and no longer supported. Also, this solution will increase department efficiency across multiple units and enhance customer service. |

### FUNDING SOURCE

- Procurement budgeted for (FY and budget code(s)): FY 2018 - 2022, 1100-1300-53807, Proc Lev 120
- 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 # ________________ (attach Intergovernmental Agreement)
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (attach Sole Source Justification form)
- PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00
- PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

### DECISION MEMO REQUIRED

- Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- EXPLANATION OF REQUEST FOR PROPOSAL RFP # 18-094-JM ________________ (include Evaluation Summary if applicable)
- RENEWAL OF RFP # ________________
- PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- OTHER THAN LOWEST RESPONSIBLE, BID # ________________

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

- Prepared By: [Signature] AMT 10/11/18
- Recommended for Approval: [Signature] [Initials] 10/11/18
- IT Approval, if required: [Signature] [Initials] 10/12/18

### REVIEWED BY (Initials Only)

- Buyer: [Signature] 10 - 12 - 18
- Procurement Officer: [Signature] 10 - 12 - 18
- Chief Financial Officer (Decision Memos Over $25,000): [Signature] 10 - 12 - 18
- Chairman's Office (Decision Memos Over $25,000): [Signature] 10 - 12 - 18
AWARDING RESOLUTION ISSUED TO
LOGICALIS, INC.
TO PROVIDE SOFTWARE ALONG WITH
PROFESSIONAL AND TECHNICAL ASSISTANCE
FOR THE OFFICE 365 EXCHANGE
(CONTRACT TOTAL AMOUNT: $418,397.20)

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

WHEREAS, the Judicial/Public Safety recommends County Board approval for the issuance of a contract purchase order to Logicalis Inc., to provide software along with professional and technical assistance for the Office 365 Exchange for the Circuit Court Clerk.

NOW, THEREFORE BE IT RESOLVED, that covering said contract to provide software along with professional and technical assistance for the period of November 1, 2018 through January 31, 2024, for the Office 365 Exchange system for the Circuit Court Clerk be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Logicalis Inc., 3500 Lacey Rd, Suite 200, Downers Grove, IL 60515, for a contract total amount of $418,397.20.

Enacted and approved this 23rd day of October, 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>
<th>REQUESTING DEPT.</th>
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<tr>
<td>May 21, 2018</td>
<td>$418,397.20</td>
<td>11/01/18-01/31/24</td>
<td>CIRCUIT COURT CLERK</td>
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</table>

### SOLICITATION METHOD FOR SOURCE SELECTION

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

- Bernadette Mason  Completed  05/21/2018 10:25 AM
- Kathy Ostrowski  Completed  05/23/2018 1:11 PM
- Wendi Wagner  Completed  10/03/2018 4:12 PM
- Donald Carlsen  Completed  10/04/2018 12:16 PM
- James McGuire  Completed  10/05/2018 1:12 PM
- Paul Rafac  Completed  10/05/2018 5:05 PM
- Tom Cuculich  Completed  10/09/2018 11:56 AM
- Kathy Ostrowski  Completed  10/10/2018 8:27 AM
- Judicial/Public Safety Committee  Completed  10/16/2018 8:15 AM
- Finance Committee  Pending  10/23/2018 8:00 AM
- Technology Committee  Pending  10/23/2018 9:00 AM
- County Board  Pending  10/23/2018 10:00 AM
### Purchase Requisition

**Procurement Services Division**

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

#### Send Invoices To:
- **Dept:** Circuit Clerk
- **Email:** julie.ellefson@18thjudicial.org
- **Address:** 505 N County Farm Rd
- **City:** Wheaton (State: IL, Zip: 60187)
- **Phone:** 630-407-8590

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

#### Ship To:
- **Dept:** Circuit Court Clerk
- **Email:** julie.ellefson@18thjudicial.org
- **Address:** 505 N County Farm Rd
- **City:** Wheaton (State: IL, Zip: 60187)
- **Phone:** 630-407-8590

<table>
<thead>
<tr>
<th>LN</th>
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<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Accctg Unit</th>
<th>Accct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
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<tr>
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<td>1400</td>
<td>6720</td>
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<tr>
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<td>Hosted Exchange Extension</td>
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<td>4</td>
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<td>6</td>
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<td>Office 365 Exchange</td>
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<td>8</td>
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<td>EA</td>
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<td>6,004.87</td>
<td></td>
<td>12,009.74</td>
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</tr>
</tbody>
</table>

**Requisition Total:** $ 418,397.20

---

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

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

**User Department Internal Notes:** (these comments will NOT appear on the Purchase Order):
Procurement Review Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

<table>
<thead>
<tr>
<th>Vendor: Logicalis</th>
<th>Vendor #: 12232</th>
<th>Contract Term: 11/01/18-01/31/2024</th>
<th>Contract Total: $418,397.20</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Circuit Court Clerk</td>
<td>Contact: Julie Ellefsen</td>
<td>Phone: 630-407-8590</td>
<td>Assigned Committee: JPS</td>
</tr>
</tbody>
</table>

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

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

**FUNDING SOURCE**
- Procurement budgeted for (FY and budget code(s)): FY18-FY24 1400-6720-53020
- Budget Transfer (Date) _Add'l Information_

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

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

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

<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>mih</td>
<td>Sep 26, 2018</td>
<td>KV</td>
<td>9/28/18</td>
<td>10/2/18</td>
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**REVIEWED BY (Initials Only)**

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<thead>
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<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
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<tbody>
<tr>
<td>10-3-18</td>
<td>8m</td>
<td>10-5-18</td>
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</tbody>
</table>

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

**Procurement Services Division**

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

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

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

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

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

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

**Strategic Impact**

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

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

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

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

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

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

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

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

FUND AUTHORIZATION

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

1400-6720-53020

Requisition #: 12723
Logicalis
Al Robles
3500 Lacey Rd
Downers Grove, IL 60515

OFFICE 365 EXCHANGE $ 418,397.20

APPROVED:

[Signature]
Hon. Daniel Guerin
Chief Judge

Date 9/20/18

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

Prepared by Logicalis for DuPage County Circuit Clerk

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

October 17, 2018
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2.3. Setup Services ........................................................... 4

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10.2. Portal Reports and Portal Access ..................................... 39
10.3. Setup Roles & Responsibilities and Assumptions ............... 41
### Section 11. Service Offering Attachment(s)

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
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</tr>
</thead>
<tbody>
<tr>
<td>11.2.</td>
<td>Service Definition – Managed – Enterprise Systems – Azure AD Connect</td>
<td>46</td>
</tr>
<tr>
<td>11.3.</td>
<td>Service Definition – Managed – Enterprise Systems – MS Office365 Exchange</td>
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<td>11.4.</td>
<td>Service Definition – Managed – Server – MS Windows</td>
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<td>11.5.</td>
<td>Service Definition – Azure Active Directory</td>
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### Section 12. Appendices

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Appendices</td>
<td>70</td>
</tr>
</tbody>
</table>
Section 1. Terms and Conditions

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

Section 2. Services Overview

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

2.1. Monitored & Managed Services

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

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

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

2.2. Optimal Support Services

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

2.3. Setup Services

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

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

3.1. Contracted Services and Pricing

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

Logicalis Monitored & Managed Services

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

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

Logicalis Microsoft Licenses and Optimal Support Services

<table>
<thead>
<tr>
<th>Item</th>
<th>Qty</th>
<th>Part Number</th>
<th>Details</th>
<th>Unit NRC</th>
<th>MRC</th>
<th>Extended NRC</th>
<th>MRC</th>
</tr>
</thead>
<tbody>
<tr>
<td>13</td>
<td>147</td>
<td>MSFT-CSP-O365-OFF365BUSPRE</td>
<td>Office 365 Business Premium</td>
<td>$0.00</td>
<td>$12.25</td>
<td>$0.00</td>
<td>$180.75</td>
</tr>
<tr>
<td>14</td>
<td>46</td>
<td>MSFT-CSP-O365-EXCONLPLA1</td>
<td>Exchange Online (Plan 1)</td>
<td>$0.00</td>
<td>$3.92</td>
<td>$0.00</td>
<td>$180.32</td>
</tr>
<tr>
<td>15</td>
<td>116</td>
<td>MSFT-CSP-O365-OFF365F1</td>
<td>Office 365 F1</td>
<td>$0.00</td>
<td>$3.92</td>
<td>$0.00</td>
<td>$454.72</td>
</tr>
<tr>
<td>16</td>
<td>309</td>
<td>MSFT-CSP-O365-EXCONLADVTHPR</td>
<td>Exchange Online Advanced Threat Protection</td>
<td>$0.00</td>
<td>$1.96</td>
<td>$0.00</td>
<td>$605.64</td>
</tr>
<tr>
<td>17</td>
<td>309</td>
<td>MSFT-CSP-O365-MICINT</td>
<td>Microsoft Intune w/ Optimal Support for O365</td>
<td>$0.00</td>
<td>$5.88</td>
<td>$0.00</td>
<td>$1,816.92</td>
</tr>
<tr>
<td>18</td>
<td></td>
<td>Subtotal Microsoft Licenses and Optimal Support</td>
<td>$0.00</td>
<td>$4,858.35</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

DuPage County Circuit Clerk
DUPA9011913L

Page 5

October 17, 2018

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

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

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

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

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

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

4.1. Time and Materials Rates
Any service delivery request outside of the scope of this SOW will be evaluated on a case-by-case basis and, if approved, be executed through a separate SOW and delivered on a time-and-materials basis at the Standard Time and Materials Rate of $200.00 per hour, or executed through a Project Change Request to this SOW. A minimum charge of 1 hour for off-site services and 8 hours for on-site services may apply. Should any of this work be scheduled outside of normal business hours (8:00 AM – 5:00 PM, Monday through Friday), on a holiday, or on the weekend, a 33% uplift to the hourly rate will apply.

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

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

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

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

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

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

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

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

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

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

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

Term. The initial term of this SOW is 60 months and will commence on the Commencement Date (the "Initial Term"). Collectively, the Initial Term will be referred to as "Term". During the Term of this SOW, Logicalis reserves the right to modify at any time the SOW and/or Attachment(s) so long as the original level of service continues to be met (examples of modifications include, but are not limited to, enhancement of or new technological support).

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

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

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

- Professional Services
- Managed Service
- Optimal Support Services

Acceptance:

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

Accepted By:

DuPage County Circuit Clerk

[Signature]

Kevin Vaske

[Printed Name]

Director of Technology

[Title]

10/18/2018

[Date]

DuPage County Circuit Clerk

P.O. Number (if provided)

Logicalis Engagement Number (when available)

Billing Contact:

Kevin Vaske
DuPage County Circuit Clerk
505 N County Farm Rd
Wheaton, IL 60187-3907
(630) 407-8647

Billing Contact Correction:

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

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

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

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

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

8.3. Approach

Delivery Methodology and Framework
Logicalis utilizes a Microsoft Solutions Framework (MSF) based project methodology. This proven methodology is geared towards risks mitigation, timely completion and overall verified success of the project. This is a phased project methodology that comprises the following phases:
- Envision
- Plan
- Build
- Stabilize
- Deploy

In addition, Logicalis encapsulates this delivery methodology within a Design Validation and Implementation Planning (DVIP) delivery framework to provide a validation milestone(s) before proceeding with implementation activities. The findings of the envisioning and planning processes associated with the delivery methodology will expand upon the current state understanding of the environment, engagement functional requirements, etc. DVIP milestone(s) provides an opportunity for Logicalis to validate the originally quoted implementation assumptions, strategy, and plan with
Customer, which may result in changes to the Bill of Materials and/or the Scope of Work.

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

**High level Solution Components can be described as below:**
In general, On-Prem Infrastructure involves followings and is based on customer selection of authentication option:

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

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

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

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

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

Authentication Options
Enterprise have following authentication options:

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

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

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

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

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

3. **Single Sign-On (SSO)** - Single Sign-On is achieved by federating customers' Active Directory to Azure Active Directory. Users are authenticated by customers' Active Directory. Active Directory Identities are synced through AAD Connect Tool without passwords to Azure Active Directory.
Pros:
• Single Sign-On for Microsoft Office 365 Services, once the appropriate URLs are added to trusted sites than user pass on their logged-on credentials to O365 Services and thus are not prompted for credentials.

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

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

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

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

Upon restoration of the datacenter connections, Federation can be turned back on with the same simple PowerShell command re-enabling single sign-on.

5. Passthrough Authentication – This option is for those enterprises that are not comfortable syncing their Active Directory Passwords to Azure Active Directory, in addition they don't want to use ADFS. Passthrough Authentication uses Azure AD Proxy and has almost similar challenges for HA and DR as with ADFS. Azure AD Proxy uses Azure AD Proxy Connector(s) or Gateways in customer on-prem environment.

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

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

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

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

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

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

Network Infrastructure
Logicalis will gather and analyse the following information from customer team:
• Current Corporate and Satellite Offices Locations
• Number of Seats at each location
• Network Diagram
• Internet Ingress/Egress Points Available Internet Bandwidth

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

Exchange 2010 Assessment
• Exchange Topology
• Exchange BPA (Best Practice Analyzer) Report
• Mail Flow
• Anti-Spam/ Anti-Virus Solution
• Server Hardware Details
• RBAC (Role Based Access Control)
• Storage Architecture
• Archiving
• Applications Dependency on Exchange
• Mobile Device Management
• Client Access Server
  o Virtual Directories
  o SSL Certs
  o AutoDiscover
  o Outlook Web App Policies
  o ActiveSync Policies
• Hub Transport Server
  o Accepted Domain
  o Global Transport Settings
  o Email Address Policies (EAP)
  o Send Connectors
  o Receive Connectors
  o Transport Rules
  o Auto Signatures
• Mailbox Servers
  o Address Policies
  o Offline Address Book
  o Managed Folders
  o Database Availability Groups (DAG)
  o Information Stores
  o Recovery Storage Database
  o Mailbox Delegation
  o Dynamic Distribution Groups
  o Resource Mailboxes
  o Shared Mailboxes
  o Service Account Mailboxes
  o Limits
  o Any Native or Third-Party Archiving Solution
  o Mail Contacts

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

Operations
• Change Control Window
• SLAs
Deliverable
- Current State Document

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

8.4.2. Planning
Logicalis will plan the following with Customer's team:

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

Deliverable
- Office 365 Architecture Document

8.4.3. Build
Logicalis plans to complete the following high-level tasks during the build phase:
- Create Office 365 Tenant.
- Add required SMTP Domain Names to Office 365 Admin Portal
- Perform required AD DS Clean-up for objects identified by IDFIX tool that are not
complaint with LDAP standards for AAD Connect Tool.

- Modify users' UPN (User Principal Name) to match with their Primary (Reply) E-Mail Address
- Configure EOP (Exchange Online Protection) as per Office 365 Architecture Document
- Deploy AAD Connect Tool as per Office 365 Architecture Document.
- Configure Seamless SSO with Same as Sign On-Option as per Office 365 Architecture Document
- Verify required URLs for Seamless Sign-On are added to trusted sites in Internet Explorer.

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

8.4.5. Deploy
Logicalis plans to complete the following high-level tasks:

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

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

Assumptions

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

8.5. Out of Scope

All items not specifically included in the Scope of Work section of this document are out of scope. Specifically excluded:

- Public Folders migration is out of scope.
- Any network related changes will be customer responsibility.

8.6. Travel Expenses

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

8.7. Limitation

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

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

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

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

8.9. Customer Responsibilities

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

1. Provide timely access to people and information including, but not limited to, the following areas:
   a. Operations personnel knowledgeable of system and network administration and problem resolution flow.
   b. Applications knowledgeable personnel for the applications that will be running on the systems.
   c. Management personnel who are knowledgeable of the architecture of the project to resolve issues that occur during the project. These people shall be designated in advance and be readily available to the Logicalis consultants. To the extent possible, meetings will be scheduled in advance. However, access on an ad hoc basis may be necessary as work proceeds.
2. Ensure all sites are ready for equipment delivery. Customer is responsible for providing adequate and secure on-site storage for all product, equipment deliveries, staging and installation.
3. Ensure that any and all conditioned power (appropriate power rails and circuit breakers have been tested in the racks and cabinets where required), rack space, cable management, grounding points, air conditioning, carrier circuit installation, or other preparation work required to complete this SOW, has been completed prior to the Logicalis resource(s) arrival.
4. Provide the specified/required floor/rack space, power and network connectivity for a single timely installation of the new hardware configuration.
5. Customer has identified and has access to the main communications area in the occupied building. Customer ensures that all carrier circuits that are intended to connect to Logicalis provided or re-programmed equipment has been fully tested, extended, identified/labeled, and subsequently proven to be suitable to carry voice and data network traffic.
6. Customer has assigned implementation technicians who are deemed capable and competent to follow the implementation plan with due care and skill and authorized to signoff and approve the required parts of the implementation.
7. Unless specifically addressed in the SOW, Customer is expected to have all copper and fiber runs identified (clearly labeled with an accompanying structured cabling map/diagram). Improperly labeled (or no labels) on runs may require a Tone/Test and Tag Project Change Request and a Project Delay Fee.
8. Provide appropriate work areas for Logicalis resource(s) when they are on-site. This includes, but is not limited to, a quiet work area, telephone access, printer access, internet access, and fax access.
9. Provide all necessary security access to the locations where the work is to be delivered, as well as the passwords, equipment, etc. required to successfully complete the services stated in this attachment.
10. Customer ensures that the work environment is free of hazardous materials and free from asbestos. Customer is responsible for supplying Logicalis with any information concerning safety issues and/or hazardous material for disclosure to all Logicalis and third-party employees working on the project.
11. Provide all the necessary support agreements for the software that is needed for the environment.
12. To have all licensing issues related to the movement of applications understood and resolved. New license key codes, if required, are obtained.
13. To have all application sources readily available in the event of having to reload applications from scratch.
14. Customer has finalized all contract negotiations with third-party suppliers for hardware, software, physical plant requirements, and/or additional network equipment. Customer will provide Logicalis with an updated list of all third-party contacts, as well as Customer's assigned project coordinator and all contacts necessary to facilitate this SOW.
15. Any Customer and third-party vendor actions that either accelerate or postpone Logicalis project responsibilities may result in a change to the SOW and a subsequent Project Change Request.
16. If not included as part of the services stated in this attachment, Customer shall have performed all required backups and/or data migrations of existing data prior to work being performed by a Logicalis resource(s), unless otherwise agreed to via a Project Change Request.
17. If not included as part of the services stated in this attachment, Customer has implemented a back-up power and backup data strategy that ensures the availability of mission critical data and voice equipment, and applications.
18. Schedule and facilitate 'down-time' for systems and applications during certain periods during the project.
19. If remote access is required, then Customer will allow VPN connectivity. If VPN connectivity is not permitted, then a Project Change Request may be required.
20. Customer acknowledges that during the performance of the services stated in this attachment, Customer may be asked to download software as part of such services. In downloading such software, Customer affirms that it has received the software from Logicalis for use in its internal systems only and will use the software internally according to the instructions set forth by Logicalis.
21. Customer is responsible for obtaining all permits, licenses, and right of ways necessary for the completion of the services stated in this attachment, including but not limited to building and city requirements.
22. Customer will communicate any issues or changes to the original project plan and/or this SOW to Logicalis immediately upon discovery.
23. Customer acknowledges that it has five (5) business days after receipt of Project Closure and Acceptance (PCA) form to review the deliverables for the services stated in this attachment and deliver to Logicalis the signed PCA, or alternatively, a written notification clearly describing a specific project element's failure to meet identified specifications. If Customer does not return the PCA or a written notice of nonconformity within such time, the services stated in this attachment will be deemed accepted on the 6th business day after receipt of the PCA.
8.10. General Project Assumptions

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

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

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

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

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

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

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

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

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

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

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

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

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

Table 1: Monitored & Managed Operating Model Summary

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

9.1. Operating Models

Monitoring & Event Management Summary
Monitoring Configuration Items, and Classifying and Routing Alarms

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

Deliverables include:
- Monitor Configuration Item (CI), health and identify events or thresholds that have been exceeded within the CI
- Logicalis will maintain the inventory of monitored Equipment
- Logicalis’ monitoring will automatically distinguish Actionable Events from non-Actionable events as defined in the Service Definition
- Actionable events insert Incidents directly into the Service Management System
- Summarized monitoring data is stored for 1 year
- Actionable events are automatically classified as High, Medium, or Low urgency based on the severity of the event
Customer Responsibilities
- Customer will open all Logicalis required ports, and any other required access, to enable monitoring and management
- If a device requires trap management to be used, the customer will allow Logicalis to receive traps

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

Request Fulfillment

Summary
Request Submissions and Fulfilment Processing

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

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

Incident Management

Summary
Procedural Resolution of Issues with Escalations and SLAs

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

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

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

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

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

Problem Management
Summary
Root Cause Discovery and Resolution Planning

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

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

Summary
Managing Changes for CI Configurations, Settings etc.

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

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

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

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

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

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

Crisis Management

Summary
Critical Incident Management

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

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

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

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

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

Portal Details

<table>
<thead>
<tr>
<th>Table 2: Portal Self-Service and Self-Service Plus Details</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Ticket Creation / Approvals</strong></td>
</tr>
<tr>
<td>Report Issues</td>
</tr>
<tr>
<td>Request Services</td>
</tr>
<tr>
<td>Approve Changes*</td>
</tr>
<tr>
<td><strong>Views / Reports</strong></td>
</tr>
<tr>
<td>Knowledge Articles</td>
</tr>
<tr>
<td>Dashboards</td>
</tr>
<tr>
<td>- My Incidents by State (graph)</td>
</tr>
<tr>
<td>- My Open Incidents</td>
</tr>
<tr>
<td>- My Requested Items by State (graph)</td>
</tr>
<tr>
<td>- My Open Requested Items</td>
</tr>
<tr>
<td>Active Incidents</td>
</tr>
<tr>
<td>Active Requests</td>
</tr>
<tr>
<td>Approvals*</td>
</tr>
<tr>
<td>Company Active Incidents</td>
</tr>
<tr>
<td>Company Active Requests</td>
</tr>
<tr>
<td>Company Approvals</td>
</tr>
<tr>
<td>Crisis Status (Incidents in Crisis Status)</td>
</tr>
<tr>
<td>Company Dashboards</td>
</tr>
<tr>
<td>- Tickets in Progress (graph)</td>
</tr>
<tr>
<td>- SLA Analysis (graph)</td>
</tr>
<tr>
<td>- Tickets Opened (graph)</td>
</tr>
<tr>
<td>- Tickets Closed (graph)</td>
</tr>
<tr>
<td>- History Tickets – 12 Months (graph)</td>
</tr>
<tr>
<td>Feature</td>
</tr>
<tr>
<td>---------------------------------------------</td>
</tr>
<tr>
<td>Monitoring Events (INC from Monitoring)</td>
</tr>
<tr>
<td>Configuration Management (graph)</td>
</tr>
<tr>
<td>Contracts</td>
</tr>
<tr>
<td>Monitoring**</td>
</tr>
<tr>
<td>Corporate Catalog</td>
</tr>
<tr>
<td>Enhanced Custom Filtering</td>
</tr>
<tr>
<td>Administration</td>
</tr>
<tr>
<td>Custom Notifications</td>
</tr>
<tr>
<td>Delegates</td>
</tr>
<tr>
<td>Password Change</td>
</tr>
</tbody>
</table>

* User must be a designated change approver
** Available to those with Monitoring Access – now requires SSP license

9.3. Audits

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

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

Table 3: Service Level Summary

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

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

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

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

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

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

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

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

Table 4: Incident Priority Matrix

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

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

Table 5: Target Resolution Times for Managed Devices by Priority

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

* TRT = Target Resolution Time (for High, Medium, and Low service levels). Failure to meet a TRT does not constitute a breach of contract. Resolution for Monitored contracts may be performed on a T&M basis.

** Customer may request to receive these email notifications.
SLA Penalties and Refunds
If any Target Resolution Times (TRT) from Table 5 is not met the following SLA penalties as calculated below shall apply:

Table 6: Service Level Penalties

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

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

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

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

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

Penalty Notes:
- Penalties only apply to CI’s covered by Managed (High, Medium, and Low) service levels.
- Monitored Only devices have no SLA.
- The penalty paid per incident is limited to the monthly value of the CI (i.e., the value of the amount the Customer pays Logicalis for the service associated with the CI each month), but in no event will the CI penalty or penalties, in the aggregate, exceed the MRC paid for the month giving rise to the incident(s).
- Penalties will be calculated monthly and paid quarterly as a credit issued on Customer’s account.
- A missed SLA will not be considered a penalty if the missed SLA is caused by reasons beyond the reasonable control of Logicalis. In this situation, the incident will be flagged with “Invalid Missed SLA” and will not be counted toward a penalty payment.
- All Customer terms in this SOW must be met for an incident to be counted toward a penalty calculation. For example, if a service offering is disabled due to customer changes in the environment. Any device with an associated term out of compliance with this SOW will be excluded from any penalty payments.
SLA and Incident Handling Notes:
- Related Incidents will be handled by using a Parent/Child Incident. Multiple Child Incidents will be associated with a Parent Incident to link them. The Child Incidents will be closed when the Parent Incident is closed.
- Incidents related to system or service availability are considered resolved, and the TRT achieved, when the service is restored even if in a workaround state. Related problems will however continue to be addressed toward resolution.
- "Notification" referred to in Table 5 is delivered in the form of an automatic system generated message.
- In addition to the automatic notification message, for Managed devices, Priority 1 issues will receive a phone call within 15 minutes of the Incident being logged. Customer is responsible for maintaining correct escalation and contact information.
- SLA Timers are paused when the Incident is beyond the reasonable control of Logicalis (e.g., when awaiting vendor or Customer response).
- SLA Timers are paused when Incidents require a Change to be executed. The timers will pause from the initiation of the Change Request to the Completion or Cancellation of the Change Process.
- If Logicalis does not manage or monitor a device(s) that is preventing its ability to detect necessary events, then the situation is considered outside of Logicalis' control.
- Logicalis reserves the right to adjust ticket priority levels based on urgency and impact information gathered throughout the ticket life-cycle. For example, if initial information provided by the caller is discovered to be inaccurate.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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

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

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

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

21. Work with Logicalis to determine the severity, course of action, and remote assistance for incident resolution.
22. Where necessary, provide site resources to work with hardware vendor service personnel requiring on site access.
23. For Managed Services, provide required access and information to perform relevant management tasks per this SOW. SLA timers are paused while waiting for Customer or vendor.
24. Follow Logicalis' recommendations to resolve identified environmental or resource issues which are currently or can potentially cause future problems.
25. Provide access to vendor ticketing system where required.
26. A monitoring hub is required at each Customer network-isolated data center. Logicalis requires full administrative access to this device in Customer's environment. In the event Customer refuses to provide full administrative access to this device, additional Time and Materials charges will apply for any activities requiring coordination with Customer's administrators. The Customer can choose Logicalis-provided devices or import Logicalis' preconfigured Linux monitoring VM into Customer's VMware environment. Customer can choose redundant hubs, or a single hub depending on the urgency of the environment. Requirements for monitoring hubs are as follows:
   a. Utilize Customer VMware environment - Monitoring VM will be provided as a VMware OVA file and will utilize approximately 1 CPU, 4 GB or RAM, and 20 GB of storage. Customer is responsible for ensuring the VM availability. Logicalis will patch and maintain the VM. There is a $600 Setup Charge and no monthly charge for this option.
   b. Logicalis Nimsoft® Appliance - Logicalis can provide a hardware appliance to serve as the local monitoring hub. There is a $245 monthly charge and no Setup Charge for this option. This server will require up to 4U of rack space for each instance. Each server will require dual 208/240 VAC 24 Amp power circuits (or equivalent for international deployments) and requires two (2) ethernet connections to support up to 10 private IP addresses for each location (one port for out of band console).

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

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

Table 7: Monitored & Managed Operating Model Summary

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

10.1. Operating Models

Request Fulfillment

Summary
Request Submissions and Fulfilment Processing

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

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

Incident Management

Summary
Procedural Resolution of Issues with Escalations to Microsoft.

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

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

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

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

Portal Details

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

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

* User must be a designated change approver

**Audit**

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

1. Complete on boarding information for Customer that includes contact information (telephone, cell phone, pager, e-mail) for those staff involved in the management of Logicalis Service Delivery.
2. Provide a Customer point of contact for approval and authorization of service requests to Logicalis.
3. Complete Logicalis’ user information requests so that applicable Portal Licenses can be enabled.
4. Participate in meetings to understand processes for assignment, escalation, change management, and status communication.
5. Modify Self-Service user account information as required.
6. Assign and make available a contact person with the authority to make decisions regarding alternative solutions and resolution verification recommended by Logicalis.
7. Install, setup and configure of any hardware (i.e., servers, routers, switches, firewalls, data collectors, etc.) and software (i.e., applications, databases, operation systems, etc.) not included in this SOW, but required for the solution.
8. If required for implementation of the solution, Customer acknowledges that during the performance of services, Customer may be asked to download software as part of such services. In downloading or receiving of such software, Customer affirms that it has received the software from Logicalis for use in its internal systems only and will use the software internally according to the instructions set forth by Logicalis.
10. Follow vendor’s device recommendations for all devices that are not hosted by Logicalis for example cooling / room temperature.
11. For resolution of problems related to this SOW, implement recommendations of Microsoft/Logicalis. Logicalis will always make a best effort to look out for the best interests of the Customer but Logicalis is not responsible for Customer requests that do not follow best practices, Customer requests that lead to poor account integrity, or Customer’s non-execution of best practice recommendations.
12. Work with Logicalis to determine the severity, course of action, and remote assistance for incident resolution.
13. Provide required access and information to perform relevant management tasks per this SOW. SLA timers are paused while waiting for Customer or vendor.

Logicalis Roles and Responsibilities

1. Reports, Dashboards and Portal Setup.
2. Configure Service Offering Reports as detailed in each Service Offering Attachment.
3. Participation in meetings to discuss processes for assignment, escalation, change management, and status communication.
4. Documentation of cloud connectivity, and documentation of authorized customer contacts.
5. Review of (Customer completed) Configuration Item information that includes each item to be supported, support identifiers, IP addresses, IDs passwords, support contract IDs and contact information, and configuration documentation.

Assumptions

2. Software applications and services not specifically listed in this SOW are excluded.
3. Client-side network connectivity including VPN setup and configuration is the responsibility of the Customer unless Logicalis is specifically contracted for this work.
4. Customer's responsibilities for timely and proper completion of the transition and integration project will be discussed and agreed upon prior to project initiation. In order to ensure timely and proper completion of the transition and integration project and unless otherwise mutually agreed, Customer will be provided a 5-day turn-around time for required integration data. Logicalis will follow up, by phone or email, after the 5-day period to attempt to gather outstanding data. If Logicalis does not receive the data within the time period above, Logicalis will send a consultant to Customer's site, at standard T&M and travel rates, to gather the outstanding integration data.

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

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

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


<table>
<thead>
<tr>
<th>Name</th>
<th>Support &amp; Maintenance - Enterprise Systems - MS Office365</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marketing Name</td>
<td>Optimal Support for Office365</td>
</tr>
<tr>
<td>Business Model Description</td>
<td>Logicalis' Support and Maintenance Services applies to an array of vendors and technologies where Logicalis provides the first point of contact for maintenance related issues under contract. Logicalis receives and logs calls from the customer; provides remediation support, replacement parts; and on-site engineering, where included in the contract. Logicalis will engage the vendor as required for parts replacements and/or trouble shooting.</td>
</tr>
</tbody>
</table>
| Technology Description | Microsoft Office 365 is a cloud based suite of services that offers, • Exchange Online – Industry Best Email Platform  
• Skype for Business Online – Communication and Collaboration Platform including; IM, Presence, Remote Desktop Sharing, Remote Desktop Control, HD Online Audio and Video Calls and Online audio and video conference meetings  
• SharePoint Online  
• Office ProPlus – Desktop Version of Microsoft Office  
• OneDrive for Business – SharePoint Based Users Cloud Storage  
• Yammer - Enterprise Social Networking Site |
| Service Summary | This service provides incident and request management in support of client O365 tenants and the tenant portal procured through the Microsoft CSP program.  
This service does not provide troubleshooting for the operation of any of the O365 client application productivity workloads, i.e. Word, PowerPoint, Excel, OneNote, Outlook, nor of any of the AD integration, federation or synchronization products.  
Some of the Benefits our customers realize are:  
• Staff available during service hours to assist with issue identification, routing and resolution.  
• Transparency of all work through the Integrated IT service management tools, process, and customer portal provide full transparency into the status of your issue or request and the work being done by our resources.  
• Skilled and customer friendly trained and certified engineers and technicians are available over the phone, via our service portal or by email.  
• Assistance resolving issues with O.365 subscription and tenant registration components.  
• Assistance in answering billing questions  
• Assistance with enterprise-wide/impacting issues regarding performance, tenant access, or connectivity issues. (Does not include individual user connectivity issues) |
| Service Hours | Mon-Friday 0800-1700 hrs Eastern |
Operating Models

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

Related Service Definitions

The following Services are related to this Service Definition.

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

Supported Items/Devices

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

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

Request Fulfillments

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

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

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

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

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

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

**Operating Models**

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

**Related Service Definitions**

The following Services are related to this Service Definition:

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

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

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

Event Management

Remote infrastructure monitoring is provided by the Logicalis Optimal™ Management Platform, using the following severity levels as a guide for event classification:
- High - Service, system or major feature unavailable
- Medium - Service, system or major feature degraded
- Low - Minor feature degraded or unavailable

The events monitored for under this service offering are as follows:
- Application event log. Source = ADSync
- Application event log. Source = AzureActiveDirectorySyncEngine
- Azure AD Connect Health Sync Insights Service
- Azure AD Connect Health Sync Monitoring Service
- Microsoft Azure AD Sync Service
- Microsoft Online Services Sign-On Assistant Service
- Monitor Directory Synchronization Services
- SQL\SQL Express Services

Request Fulfillments

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

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

Reports

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

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

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

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Managed - Enterprise Systems - MS Office365 Exchange</td>
<td>Logicalis’ Managed Services provides full service monitoring and management of customer’s configuration items. Managed Services includes Event Monitoring, Incident Management, Problem Management, Change Management, Reporting, Portal access etc. The Operating Model list shows the full list of services provided.</td>
</tr>
</tbody>
</table>

| Technology Description | Microsoft Exchange Online is a hosted messaging solution that delivers the capabilities of Microsoft Exchange Server as a cloud-based service. It gives users access to email, calendar, contacts, and tasks from PCs, the web, and mobile devices. It integrates fully with Active Directory, enabling administrators to use group policies, as well as other administration tools, to manage Exchange Online features across their environment. |

| Service Summary | Some of the Benefits our customers realize are:  
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Predictable and proactive service with consistent price and defined SLAs</td>
</tr>
<tr>
<td></td>
<td>Robust security, encryption and authorization control including management of Advanced Threat Protection where licensed</td>
</tr>
<tr>
<td></td>
<td>Rapid standup of services using intellectual property developed over 15 years. Including detailed monitoring templates, forms, policy and service management process flows.</td>
</tr>
<tr>
<td></td>
<td>Lower total cost of administration and ownership.</td>
</tr>
<tr>
<td></td>
<td>Transparency of all work through the Integrated IT service management tools.</td>
</tr>
</tbody>
</table>

Availability may be subject to specific vendor licensing

<table>
<thead>
<tr>
<th>Operating Models</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
</tr>
<tr>
<td>Change Management</td>
</tr>
<tr>
<td>Crisis Management</td>
</tr>
<tr>
<td>Incident Management</td>
</tr>
<tr>
<td>Monitoring &amp; Event Management</td>
</tr>
<tr>
<td>Problem Management</td>
</tr>
<tr>
<td>Request Fulfillment</td>
</tr>
</tbody>
</table>

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

**Supported Items/Devices**

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

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

**Event Management**

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

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

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

- Email round trip test
- Office 365 portal webpage monitoring

**Request Fulfillments**

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

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

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>O365 Reports</td>
<td>All reports are available through the admin section of the O365 website</td>
</tr>
</tbody>
</table>

## Notes

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

## Time and Materials Statements

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

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

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

Operating Models

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

Supported Items/Devices

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

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

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

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

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

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

- Hardware monitoring

## Request Fulfillments

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

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

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

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

Notes

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

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

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

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11.5. Service Definition – Azure Active Directory

**Version 1.1.1**

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

**Operating Models**

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

**Event Management**

Remote infrastructure monitoring is provided by the Logicalis Optimal™ Management Platform, using the following severity levels as a guide for event classification:
- **High** - Service, system or major feature unavailable
- **Medium** - Service, system or major feature degraded
- **Low** - Minor feature degraded or unavailable

The events monitored for under this service offering are as follows:
- Azure AD Status
- Login Failures
- Login Request
- Logon Response Time
## Request Fulfillments

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

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

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

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

Setup and Integration Requirements

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

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

Notes

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

Time and Materials Statements

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

<table>
<thead>
<tr>
<th>Items</th>
<th>Note</th>
</tr>
</thead>
<tbody>
<tr>
<td>Configuration of AD sync</td>
<td>Setup of Azure identity sync from on-premises directory is T&amp;M</td>
</tr>
</tbody>
</table>
Section 12. Appendices

Appendix A. General Information
Appendix A. General Information

Contacts

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

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

Document Information

File Name
DUPA9011913

Creation Date
March 5, 2018

Print Date
October 17, 2018

Copyright Information

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Freedom of Information

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

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

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

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

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

<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>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

Authorized Signature

Printed Name

Title

Date

Attach additional sheets if necessary. Sign each sheet and number each page. Page _____ of _______ (total number of pages)
AWARDING RESOLUTION
ISSUED TO ADGATORS.COM LLC
TO PROVIDE COURT CALL MONITORS AND DIGITAL SIGNAGE
(CONTRACT TOTAL AMOUNT: $193,237.06)

WHEREAS, proposals have been taken and evaluated in accordance with County Board policy; and

WHEREAS, the Judicial Public Safety Committee recommends County Board approval for the issuance of a contract purchase order to AdGators.com LLC., to provide court call monitors and digital signage for the Office of the Circuit Court Clerk.

NOW, THEREFORE BE IT RESOLVED, that said contract to provide court call monitor and digital signage for the Office of the Circuit Court Clerk, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to AdGators.com LLC., 3905 Kingsley Drive, Springfield IL 62711, for a contract total not to exceed $193,237.06.

Enacted and approved this 23rd day of October, 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>
<th>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 1, 2018</td>
<td>$193,237.06</td>
<td></td>
<td>CIRCUIT COURT CLERK</td>
</tr>
</tbody>
</table>

### SOLICITATION METHOD FOR SOURCE SELECTION

- Bernadette Mason: Completed 10/01/2018 9:31 AM
- Kathy Ostrowski: Completed 10/01/2018 10:09 AM
- Wendi Wagner: Completed 10/01/2018 10:12 AM
- Donald Carlsen: Completed 10/01/2018 10:28 AM
- James McGuire: Completed 10/03/2018 5:16 PM
- Paul Rafac: Completed 10/10/2018 9:33 AM
- Tom Cuculich: Completed 10/10/2018 9:49 AM
- Kathy Ostrowski: Completed 10/12/2018 8:27 AM
- Judicial/Public Safety Committee: Completed 10/16/2018 8:15 AM
- Finance Committee: Pending 10/23/2018 8:00 AM
- Technology Committee: Pending 10/23/2018 9:00 AM
- County Board: Pending 10/23/2018 10:00 AM
# Purchase Requisition

**Procurement Services Division**

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

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

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

### Payment Terms:
- **F.O.B.:** PO 50 ILCS 505/1
- **Destination:**
- **Use for PO25 only:** Contract Administrator
- **Contract Start Date:**
- **Contract End Date:**
- **Requisitioner:**
- **PO 20 Delivery Date:**

### LN Qty UOM Item Detail (Product #) Description FY Dept # Acctg Unit Acct # Sub-Accts and/or Activity # Unit Price Extension

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>Court Call Monitors &amp; Digital Signage</td>
<td></td>
<td>18</td>
<td>1400</td>
<td>6720</td>
<td>54100</td>
<td></td>
<td>70,000.00</td>
<td>70,000.00</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>EA</td>
<td>Court Call Monitors &amp; Digital Signage</td>
<td></td>
<td>19</td>
<td>1400</td>
<td>6720</td>
<td>54100</td>
<td></td>
<td>68,137.55</td>
<td>68,137.55</td>
</tr>
<tr>
<td>3</td>
<td>1</td>
<td>EA</td>
<td>Court Call Monitors &amp; Digital Signage - Support</td>
<td></td>
<td>19</td>
<td>1400</td>
<td>6720</td>
<td>54100</td>
<td></td>
<td>27,627,51</td>
<td>27,627,51</td>
</tr>
<tr>
<td>4</td>
<td>1</td>
<td>EA</td>
<td>Contingency</td>
<td></td>
<td>19</td>
<td>1400</td>
<td>6720</td>
<td>53807</td>
<td></td>
<td>6,868.00</td>
<td>6,868.00</td>
</tr>
<tr>
<td>5</td>
<td>1</td>
<td>EA</td>
<td>Court Call Monitors &amp; Digital Signage - Support</td>
<td></td>
<td>20</td>
<td>1400</td>
<td>6720</td>
<td>53807</td>
<td></td>
<td>6,868.00</td>
<td>6,868.00</td>
</tr>
<tr>
<td>6</td>
<td>1</td>
<td>EA</td>
<td>Court Call Monitors &amp; Digital Signage - Support</td>
<td></td>
<td>21</td>
<td>1400</td>
<td>6720</td>
<td>53807</td>
<td></td>
<td>6,868.00</td>
<td>6,868.00</td>
</tr>
<tr>
<td>7</td>
<td>1</td>
<td>EA</td>
<td>Court Call Monitors &amp; Digital Signage - Support</td>
<td></td>
<td>22</td>
<td>1400</td>
<td>6720</td>
<td>53807</td>
<td></td>
<td>6,868.00</td>
<td>6,868.00</td>
</tr>
</tbody>
</table>

**Requisition Total:** $193,237.06

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

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

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

Procurement Services Division

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

Requesting Department: Circuit Court Clerk

Contact Email: kevin.vaske@18thjudicial.org

Vendor Name: AdGators.com LLC

Department Contact: Kevin Vaske

Contact Phone: 630-407-8647

Vendor #: 19667

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

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

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

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

Strategic Impact

Customer Service

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

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

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

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

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

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

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

This purchase request shall be funded by the Circuit Court Clerk's Court Automation Fund.
Clerk of the Circuit Court of the Eighteenth Judicial Circuit and the County of DuPage

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

RFP Evaluation Scorecard
DuPage County Procurement Services Division

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

| Total Price                       | $168,741.55      | $275,745.00 | $152,314.00 | $198,807.00 | $191,749.00 |
| Percentage of Points              | 98%              | 55%        | 100%       | 77%        | 79%         |
| Points awarded (wtd against lowest price) | 14 | 8 | 15 | 11 | 12 |

NOTES:
Add 20% Contingency to contract.

<table>
<thead>
<tr>
<th>RFP Posed/Advertised</th>
<th>7/19/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Invitations Sent</td>
<td>37</td>
</tr>
<tr>
<td>Total Requesting Documents</td>
<td>11</td>
</tr>
<tr>
<td>Total RFP Responses Received</td>
<td>5</td>
</tr>
<tr>
<td>RFP Opening Attended by</td>
<td>JEM, GV</td>
</tr>
</tbody>
</table>

Attachment: AdGators - Contract (JPS-P-0273-18 : AdGators.com LLC)
#18-167-JM - PROPOSAL FORM

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

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

TO: The Circuit Clerk of the Eighteenth Judicial Circuit

The undersigned certifies that he is the Owner/Sole Proprietor

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

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

Josh Budd  
(President or Partner)  

(Secretary or Partner)  

(Vice-President or Partner)  

(Treasurer or Partner)

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

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

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

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

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

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

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

Addendum No 2: Acknowledged by [Signature], dated 8/17/2018

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

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

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

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

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

Hardware and Equipment

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

Media Players w/ 3yr Warranty and Cables:

<table>
<thead>
<tr>
<th>Item Description - Electronic Display System Components</th>
<th>Est Qty</th>
<th>Cost for Each</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wired Media Players and cables for existing locations as described within the request. (64 includes 1 Spare Unit)</td>
<td>NUC Wired Media Player = $595.00</td>
<td>NUC Wired Media Player (64 devices) = $38,280.00</td>
<td></td>
</tr>
<tr>
<td>Wireless Media Player for Parking Garage</td>
<td>1</td>
<td>NUC Wireless Media Player = $875.00</td>
<td>NUC Wireless Media Player (1 device) = $875.00</td>
</tr>
<tr>
<td>*Additional Media Players and cables for new locations (2, 3, 4) escalators 1 display each, (2) at security checkpoint and (1) in parking ramp area</td>
<td>4</td>
<td>NUC Wired Media Player = $595.00</td>
<td>NUC Wired Media Player (4 devices) = $2,380.00</td>
</tr>
<tr>
<td>Total Cost for Media Players and Cables to Connect Media Players via HDMI input</td>
<td></td>
<td></td>
<td>Total: $42,504.55</td>
</tr>
</tbody>
</table>

Total Component Costs: $42,504.55

LG Commercial Displays w/ 3yr Warranty:

<table>
<thead>
<tr>
<th>Commercial Display Pricing</th>
<th>EST QTY</th>
<th>Cost for Each</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>32&quot; LG LED 400NT Commercial Display w/ 3 year warranty</td>
<td>64</td>
<td>$408.00</td>
<td>$25,888.00</td>
</tr>
<tr>
<td>43&quot; LG LED 400NT Commercial Display w/ 3 year warranty</td>
<td>1</td>
<td>$586.00</td>
<td>$586.00</td>
</tr>
<tr>
<td>49&quot; LG LED 400NT Commercial Display w/ 3 year warranty</td>
<td>4</td>
<td>$721.00</td>
<td>$2,884.00</td>
</tr>
<tr>
<td>55&quot; LG LED 400NT Commercial Display w/ 3 year warranty</td>
<td>1</td>
<td>$918.00</td>
<td>$918.00</td>
</tr>
<tr>
<td>55&quot; UltraView 4K Outdoor Commercial Display w/ 3 year warranty</td>
<td>1</td>
<td>$4,102.00</td>
<td>$4,102.00</td>
</tr>
<tr>
<td>Total Commercial Display Costs (based upon replacing current displays with 37&quot; displays with 49&quot; displays. *If court desired 49&quot; displays, we have priced the unit price so that a total can be calculated. We would like for the court to consider 49&quot; displays as it will allow for more content.)</td>
<td></td>
<td></td>
<td>Total: $44,342.00</td>
</tr>
</tbody>
</table>

Total Display Costs: $44,342.00
Peerless Mounting Material

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

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

<table>
<thead>
<tr>
<th>Peerless Commercial Mounting Material</th>
<th>EST QTY</th>
<th>Cost for Each</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Peerless Commercial Flat Wall Mount ST16</td>
<td>12</td>
<td>$178.00</td>
<td>$2,136.00</td>
</tr>
<tr>
<td>Peerless PLP Adapter Plate for ST16</td>
<td>12</td>
<td>$85.00</td>
<td>$1,020.00</td>
</tr>
<tr>
<td>Optional Peerless Commercial Flat Wall Mount ST640 vs ST16</td>
<td>1</td>
<td>$112.00</td>
<td>$112.00</td>
</tr>
<tr>
<td>Peerless Commercial Universal Ceiling Mount</td>
<td>4</td>
<td>$335.00</td>
<td>$1,340.00</td>
</tr>
<tr>
<td>Peerless Commercial Universal Ceiling Dual Display Swivel Mount (Security Checkpoint)</td>
<td>1</td>
<td>$401.00</td>
<td>$401.00</td>
</tr>
<tr>
<td>Peerless Ceiling Plate for Structural or Wood Joist 16&quot; on Center</td>
<td>4</td>
<td>$51.00</td>
<td>$204.00</td>
</tr>
<tr>
<td>Optional Peerless DST Flat/Tilt Universal Ceiling Mount with Media Player Device Storage</td>
<td></td>
<td>$109.00</td>
<td>$109.00</td>
</tr>
<tr>
<td>Peerless Outdoor Articulating Wall Mount</td>
<td>1</td>
<td>$652.00</td>
<td>$652.00</td>
</tr>
<tr>
<td>Optional Peerless Outdoor 3' Drop Wind Rated Ceiling Mount</td>
<td></td>
<td>$976.00</td>
<td>$976.00</td>
</tr>
<tr>
<td>10% Allowance for possible fastener kits, adapter plates or hardware price</td>
<td></td>
<td>1</td>
<td>$572.00</td>
</tr>
<tr>
<td>Estimated Total Mounting Hardware Costs</td>
<td></td>
<td></td>
<td>$6,326.00</td>
</tr>
</tbody>
</table>

Estimated Total Mounting Hardware Costs: $6,326.00

Equipment Installation

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

<table>
<thead>
<tr>
<th>Installation Labor Pool Budget</th>
<th>EST HRS</th>
<th>Cost for One Employee Per Hour Per Day (8hr day)</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Based upon historical data and projects similar to the Courts request</td>
<td>90</td>
<td>$200.00</td>
<td>$18,000.00</td>
</tr>
</tbody>
</table>

Labor Pool Determining Factors:
- Estimate includes drive time, unloading tools & ladders, removing displays, unpacking new displays, installing new displays and media players, keeping work area clean.
- Configuring display settings, testing power and network connections, moving old displays to designated storage room.
- Non-estimating time 2 days because working from.
- Scoping labor pool was determined by removal of existing displays, 1 day per bank of display per floor, 4 days, 1 day per ceiling mount display per floor and security area = 5 days, 5 day garage parking, 2 days for courtroom displays which equals = 11.5 days. The labor pool allows for 12 days for unexpected issues or situations.

Estimated Equipment Installations Costs: $38,400.00
Services

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

Set-up Fee and Implementation

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

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

Total Setup Fee and Implementation Costs: $5,315.00

Annual Software Maintenance and Support

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

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

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

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

Other Delineated Costs:

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

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

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

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

Maintenance & Support:
- Year 2 *$6868*
- Year 3 *$6868*

3 yrs $168,741.55
ACCEPTANCE

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

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

Clerk of the Circuit Court of the Eighteenth Judicial Circuit

Signature: SIGNATURE ON FILE

Printed Name: CHRISS KACHULAS
Title: CIRCUIT CLERK
Date: 9-10-2018

Adgators.com LLC

By: SIGNATURE ON FILE

Name: Joshua W. Budd
Title: Chief Executive Officer
Date: 

EFFECTIVE DATE:
Required Vendor Ethics Disclosure Statement

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

Date: 8/13/18

Company Name: AdGators. com, LLC
Contact Phone: 866-610-5554 ext. 2
Company Contact: Colleen Hammond
Contact Email: chammond@adgators.com

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:
1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change order to one (1) or more contacts, or a contract or more individual contracts with the county resulting in an aggregate amount at or in excess of $3,500, 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 board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, board counsel and underwriters counsel, subcontractors and corporate entities under the control of the contacting person, and political action committees to which the contacting person has made contributions.

**NONE (check here) - No contributions have been made**

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

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

**NONE (check here) - No contacts have been made**

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

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, 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: Josh Budd
Title: Chief Executive Officer
Date: 8/16/2018

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

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

RFP Evaluation Scorecard
DuPage County Procurement Services Division

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

Total Project Price including Mtce and Support for 4 Years:
- AdGators: $165,609.55
- Four Winds Interactive: $275,745.00
- Reach Media Network: $152,314.00
- Infax, inc.: $198,807.00
- MVIX (USA) Inc.: $191,749.00

Percentage of Points:
- AdGators: 92%
- Four Winds Interactive: 55%
- Reach Media Network: 100%
- Infax, inc.: 77%
- MVIX (USA) Inc.: 79%

Points awarded (wtd against lowest price):
- AdGators: 14
- Four Winds Interactive: 8
- Reach Media Network: 15
- Infax, inc.: 11
- MVIX (USA) Inc.: 12

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

RFP Posted/Advertised: 7/19/2018
Invitations Sent: 37
Total Requesting Documents: 11
Total RFP Responses Received: 5
RFP Opening Attended by: JEM, GV
Required Vendor Ethics Disclosure Statement

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

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

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

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

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

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

Josh Budd

Title

Chief Executive Officer

Date

8/16/2018

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

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions

Attach Required Vendor Ethics Disclosure Statement

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### Vendor Information

- **Vendor:** AdGators.com LLC
- **Vendor #:** 19667
- **Department:** Circuit Court Clerk
- **Contact:** Kevin Vaske
- **Phone:** 630-407-8647
- **Contract Term:** 4 years
- **Contract Total:** $193,237.06

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

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

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### Reason for Procurement

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

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### FUNDING SOURCE

- Procurement budgeted for (FY and budget code(s)): 18-1400-6720-54100 & 19-1400-6720-54100 & FY19-22 1400-6720-53807
- Budget Transfer (Date) ___________________ Add'l Information

### DECISION MEMO NOT REQUIRED

- LOWEST RESPONSIBLE QUOTE # or BID # ___________________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- RENEWAL, Enter Bid # ___________________ 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:

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### DECISION MEMO REQUIRED

- Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- EXPLANATION OF REQUEST FOR PROPOSAL RFP #18-167-JM ___________________ (include Evaluation Summary if applicable)
- RENEWAL OF RFP # ___________________
- PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- OTHER THAN LOWEST RESPONSIBLE, BID # ___________________

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

- **mlh**
  - Prepared By: ___________________
  - Date: Sep 13, 2018
- **Kv**
  - Recommended for Approval: ___________________
  - IT Approval, if required: 10/4/2018

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## REVIEWED BY (Initials Only)

- **Buyer**
  - Date: 10-5-18
- **Procurement Officer**
  - Date: 10-10-18
- **Chairman's Office**
  - Date: 10-11-18

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**Attachment:** AdGators - Checklist (JPS-P-0273-18 : AdGators.com LLC)
The United States of America
State of Illinois
County of DuPage

FUND AUTHORIZATION

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

1400-6720-54100 & 1400-6720-53807

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

Court Call Monitors & Digital Signage $193,237.06

APPROVED:

Hon. Daniel Guerin
Chief Judge

Date 10-5-17

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