DU PAGE COUNTY
JUDICIAL AND PUBLIC SAFETY COMMITTEE
FINAL AGENDA

November 20, 2018

ROOM 3500B
421 NORTH COUNTY FARM ROAD
WHEATON, IL  60187

8:15 AM

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

4. CHAIRMAN'S REMARKS

5. APPROVAL OF MINUTES:
   A. Judicial and Public Safety Committee - Regular Meeting - Tuesday November 6th, 2018

6. BUDGET TRANSFERS
   A. Budget Transfers -- Transfer of funds from account nos 52000 (furn/mach/equip sm value) and 52200 (operating supplies & materials) to account nos 53090 (other professional services) and 53610 (instruction & schooling) for the BCO Academy in the amount of $6,100.00 to cover invoices.

   B. Budget Transfers -- Transfer of funds from account no 52100-4400 (IT equipment-sm value) to account no 54100-4400 (IT equipment) for the Sheriff’s Office in the amount of $2,300.00 to cover CDW invoice for web filter.

7. ACTION ITEMS

   B. JPS-P-0315-18 Recommendation for the approval of a contract purchase order to Advanced Public Safety, LLC to provide ongoing professional consultation and technical assistance with an application system. This contract covers the period of December 1, 2018 through November 30, 2021 for the Office of the Circuit Court Clerk, for a contract total amount of $1,275,000.00. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108 (1) (b).
C. JPS-P-0316-18 Recommendation for the issuance of a contract purchase order to Allied Universal Security Services to provide security services for the County Campus. This contract covers the period of March 1, 2019 through February 28, 2020, for the Office of Homeland Security and the Office of Emergency Management, for a contract total not to exceed $827,344.22, per renewal option under Proposal 15-213-GV.

D. JPS-P-0317-18 Recommendation for the approval of a contract purchase order to Christa M. Wintners, of Mullen & Wintners, P.C., to provide professional services as a conflict attorney assigned to juvenile cases for the period of December 1, 2018 through November 30, 2019 for the 18th Judicial Circuit Court, for a contract total amount not to exceed $45,000.00. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108 (1) (b).

E. 2018-272 Recommendation for the approval of a contract purchase order to Cellco Partnership d/b/a Verizon Wireless, for cellular and wireless services, for the period December 1, 2018 through November 30, 2019, for DST Transport, for a contract total not to exceed $6,000.00. Contract let pursuant to the Governmental Joint Purchasing Act. State of Illinois Master Contract #CMS793372P.

F. 2018-273 Recommendation for the approval of a contract purchase order to Field Forensics, Inc., for the purchase of (1) HandyRam II RAMAN Spectrometer to use for identifying illicit narcotics, controlled drugs, explosives and a wide range of unknown substances for the DuPage County Sheriff's Department, for a contract total not to exceed $21,724.00. Per lowest responsible bid #18-204-SHF.(This purchase will be paid out of the treasury fund)

G. 2018-274 Recommendation for the approval for a contract purchase order to Logicalis, Inc., for the renewal of the annual VMware Software License covering the period December 22, 2018 through December 21, 2019 for the Circuit Court Clerk Office, for a contract total amount not to exceed $5,858.00, per 55 ILCS 5/5-1022 "Competitive Bids" (d) IT/Telecom purchases under $35,000.00.

H. 2018-275 Recommendation for the approval for a contract purchase order to Unified Power, for the renewal of the annual UPS maintenance agreement covering the period January 1, 2019 through December 31, 2019 for the Circuit Court Clerks Office, for a contract total amount not to exceed $6,725.74, per 55 ILCS 5/5-1022 "Competitive Bids" (d) IT/Telecom purchases under $35,000.00.

I. 2018-276 Recommendation for the approval of a contract purchase order to Loyola University of Chicago, to provide research into the efficacy of Trauma Focused Cognitive Behavioral Therapy for youth in DuPage County, for the period of July 1, 2018 through June 30, 2019, for a contract total amount not to exceed $13,798.00. 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). “GRANT FUNDED”
J. 2018-277 Recommendation for the approval of a contract purchase order to Bradford Systems Corporation for the purchase of a secure a new pass through evidence locker system for the Coroner, for a contract total not to exceed $10,080, paid out of the Corner Certificate Fee Fund Grant money. Contract let pursuant to the Intergovernmental Joint Purchasing Act in compliance with 30 ILCS 525/2 "Governmental Joint Purchasing Act" (National IPA)

K. 2018-288 Recommendation for the approval of a contract purchase order to Pace Systems, Inc, for the purchase of (2) HPE Expansion Module, (1) Power Supply, (2) HPE Aruba Switches and (6) HPE Transceiver Module for our jail camera project, for a contract total not to exceed $9,878.00; per lowest responsible quote

L. Consent Item -- Decrease Currie Motors Purchase order 10000429 -$27,721.00

8. INFORMATIONAL ITEMS


9. OLD BUSINESS

10. NEW BUSINESS

11. ADJOURNMENT
1. CALL TO ORDER

8:15 AM meeting was called to order by Chairman Grant Eckhoff at 8:20 AM.

2. ROLL CALL

PRESENT:   Eckhoff, Grant (8:31 AM), Grasso, Hart, Healy, Noonan, Puchalski, Tornatore, Zay
ABSENT:    DiCianni, Khouri, Larsen

3. PUBLIC COMMENT

4. CHAIRMAN'S REMARKS

5. APPROVAL OF MINUTES:

   A. Judicial/Public Safety Committee - Regular Meeting - Oct 16, 2018 8:15 AM

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

6. BUDGET TRANSFERS

   Budget transfers A through D were combined and approved.
RESULT: APPROVED [UNANIMOUS]
MOVER: Sean T Noonan, District 2
SECONDER: Sam Tornatore, District 1
AYES: Hart, Eckhoff, Grasso, Healy, Noonan, Puchalski, Tornatore, Zay
ABSENT: DiCianni, Grant, Khouri, Larsen

A. Budget Transfers -- Transfer of funds from 1000-5910-52210 (food & beverages) to 1000-1160-52100-1111 (IT equip-sm value) for the Jury Commission in the amount of $72.00 to cover invoice.

B. Budget Transfers -- Transfer of funds from account no 53070 (medical services) to account nos 50010 (overtime) and 51050 (flexible benefit earnings) for the Coroner Fee Fund in the amount of $2,000.00 to cover expenses.

C. Budget Transfers -- Transfer of funds from account nos 53510 (travel expense) and 54110 (equipment and machinery) to accounts 53500 (mileage expense) and 53610 (instruction & schooling) for the Coverdell Grant in the amount of $698.00 to cover invoices.

D. Budget Transfers -- Transfer of funds from account no 50050 (temporary salaries/on call) to account no 53040 (interpreter services) for the DUI Evaluation Program in the amount of $10,000.00 to cover expenses.

7. ACTION ITEMS

A. JPS-R-0924-18 RESOLUTION -- Authorizing the Execution of an Agreement with Tarrant County, Texas and the Texas Conference of Urban Counties and the DuPage State's Attorney Office with regards to professional case management and digital media services.

Member Puchalski stated this would be a great improvement. Kevin Hennessy explained that this company understands their process and will interface with the old and new. Mr. Berlin felt that the transfer of data should go smoothly.

RESULT: APPROVED [UNANIMOUS]
MOVER: James Healy, District 5
SECONDER: Sam Tornatore, District 1
AYES: Hart, Eckhoff, Grasso, Healy, Noonan, Puchalski, Tornatore, Zay
ABSENT: DiCianni, Grant, Khouri, Larsen

B. FI-R-0922-18 RESOLUTION -- Additional Appropriation for the Sheriff’s Basic Correctional Officer (BCO)Training Fund FY18 Company 1300, Accounting Unit 4460 $90,000
### C. FI-R-0923-18 RESOLUTION -- Acceptance and Appropriation of the FFY18 State Court Improvement Program Grant, Grant Agreement No. CIP Basic-G-1801, Company 5000 - Accounting Unit 6140, in the amount of $10,000

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<th>RESULT:</th>
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<td>James Healy, District 5</td>
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<td>SECONDER:</td>
<td>Sean T Noonan, District 2</td>
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<td>AYES:</td>
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<td>ABSENT:</td>
<td>DiCianni, Grant, Khouri, Larsen</td>
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### D. FI-R-0925-18 RESOLUTION -- Appropriation of Additional Funding for the Comprehensive Law Enforcement Response To Drug Grant FY19 Inter-Governmental Agreement No. 416721 Company 5000 - Accounting Unit 6615 $63,761

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<td>AYES:</td>
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<td>ABSENT:</td>
<td>DiCianni, Grant, Khouri, Larsen</td>
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### E. JPS-P-0295-18 Recommendation for the approval of a contract purchase order to Integrated Solutions Consulting, Inc., to provide CEMP Maintenance, Licensing, and Technical Upgrades, covering the period of December 1, 2018 through November 30, 2019 for the Office of Homeland Security Emergency Management for a contract total amount not to exceed $33,000.00. Per 55 ILCS 5/5-1022 Competitive Bids (d) IT/Telecom purchases under $35,000.00.

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<td>AYES:</td>
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<tr>
<td>ABSENT:</td>
<td>DiCianni, Grant, Khouri, Larsen</td>
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</table>
F. JPS-P-0297-18 Recommendation for the issuance of a contract purchase order to HOV Services, Inc., for annual renewal for maintenance to support the Kodak i1860 scanners for the Circuit Court Clerk for the period of December 1, 2018 through November 30, 2019, for a contract total not to exceed $35,085.00. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108 (1) (b).

RESULT: APPROVED [UNANIMOUS]
MOVER: Greg Hart, District 3
SECONDER: Donald Puchalski, District 1
AYES: Hart, Eckhoff, Grasso, Healy, Noonan, Puchalski, Tornatore, Zay
ABSENT: DiCianni, Grant, Khouri, Larsen

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

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

H. JPS-P-0298-18 Recommendation for the approval of a contract purchase order to Galls, LLC., for the purchase of new ballistic and stab vest for our deputies. This contract covers the period of December 1, 2018 through November 30, 2019, for the Sheriff's Office, for a contract total not to exceed $67,969.20. Contract pursuant to the Intergovernmental Cooperation Act GSA # GS-07F-0157M.

RESULT: APPROVED [UNANIMOUS]
MOVER: James Healy, District 5
SECONDER: Sam Tornatore, District 1
AYES: Hart, Eckhoff, Grasso, Healy, Noonan, Puchalski, Tornatore, Zay
ABSENT: DiCianni, Grant, Khouri, Larsen
I. JPS-P-0299-18 Recommendation for the approval of contract purchase order to Cellco Partnership d/b/a Verizon Wireless, for cellular and wireless services, for the period December 1, 2018 through November 30, 2019 for Office of the Circuit Court Clerk, for a contract total not to exceed $30,000. Contract let pursuant to the Governmental Joint Purchasing Act. State of Illinois (Cooperative Purchasing Agreement CMS793372P).

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

J. JPS-P-0300-18 Recommendation for the approval of a contract purchase order to Northeast DuPage Youth and Family Services, to provide services to youths who are at risk of domestic violence and trauma, for Probation & Court Services. This contract covers the period of December 1, 2018 through November 30, 2019, for a contract total amount not to exceed $45,000.00. Other Professional Service, not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108 (1) (b).

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

K. JPS-P-0301-18 Recommendation for the approval of a contract purchase order to DuPage County Health Department, to provide mental health services for the mentally ill probationers, for Probation & Court Services, covering the period of December 1, 2018 through November 30, 2019, for a contract total amount not to exceed $208,000.00, per Intergovernmental Agreement.

RESULT: APPROVED [UNANIMOUS]
MOVER: Sam Tornatore, District 1
SECONDER: Sean T Noonan, District 2
AYES: Hart, Eckhoff, Grasso, Healy, Noonan, Puchalski, Tornatore, Zay
ABSENT: DiCianni, Grant, Khouri, Larsen
L. JPS-P-0302-18 Recommendation for the issuance of a contact purchase order to Johnson Controls, Inc., for the upgrade of the Access Control System, to update the C-Cure 800 to the C-Cure 9000 for the Office of Homeland Security and Emergency Management, for a contract total amount not exceed $88,945.61. Contract let pursuant to the Government Services Administration. The County of DuPage will contract with Johnson Controls.

RESULT: APPROVED [UNANIMOUS]
MOVER: Sean T Noonan, District 2
SECONDER: Gary Grasso, District 3
AYES: Hart, Eckhoff, Grasso, Healy, Noonan, Puchalski, Tornatore, Zay
ABSENT: DiCianni, Grant, Khouri, Larsen

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

RESULT: APPROVED [UNANIMOUS]
MOVER: Sean T Noonan, District 2
SECONDER: Greg Hart, District 3
AYES: Eckhoff, Grasso, Hart, Healy, Noonan, Puchalski, Tornatore, Zay
ABSENT: DiCianni, Grant, Khouri, Larsen

N. Change Order -- JPS-P-0028A-18 Amendment to Resolution JPS-P-0028-18 (Purchase order 3068-0001- SERV), issued to Public Safety Direct to furnish and install new equipment in Sheriff Vehicles, for a change order to increase the encumbrance in the amount of $60,000 for the Sheriff's Office, resulting in a new contract total amount not to exceed $190,000, an increase of 46.15%. (3068-0001)

Change orders N and O were combined and approved. Member Zay asked if the vehicles were being delivered more quickly than in the past. Chief Romanelli explained that the process is a little quicker as the retrofit of equipment has changed. This will be going out to bid next year.

RESULT: APPROVED [UNANIMOUS]
MOVER: Sam Tornatore, District 1
SECONDER: Sean T Noonan, District 2
AYES: Hart, Eckhoff, Grasso, Healy, Noonan, Puchalski, Tornatore, Zay
ABSENT: DiCianni, Grant, Khouri, Larsen
O. Change Order -- Change Order - JPS-0350B-17 Amendment to Resolution JPS-P-0380A-17 Service Agreement # 2765-0001 SERV issued to Sentinel Offender Services, LLC to provide GPS device or electronic monitoring services to juveniles, indigent adult offenders and their victims, for DuPage County Probation & Court Services, to increase the contract amount by $12,532.41, resulting in an amended contract total amount not to exceed $71,168.01, an increase of 21.37%.

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

P. 2018-262 Recommendation for the approval of a contract purchase order to Griffon Systems, Inc., for the purchase of an Avigilon HDNVR 12TB 1U Server and Installation/Integration to upgrade our current Detective interview system, for a contract total not to exceed $6,650.00. Per DuPage County Ordinance, Article 4-102(5) Sole Source. (Detective interview recording system)

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

Q. 2018-263 Recommendation for the approval of a contract purchase order to Bradford Systems to renovate and convert the Circuit Clerks electronic shelving units to mechanical units, for a contract total not to exceed $23,920.00, per 55 ILCS 5/5-1022 "Competitive Bids" (c) not suitable for competitive bids.

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

Member Grant arrived at 8:31 a.m.

8. INFORMATIONAL ITEMS

RESULT: ACCEPTED AND PLACED ON FILE [UNANIMOUS]
MOVER: Donald Puchalski, District 1
SECONDER: Sean T Noonan, District 2
AYES: Hart, Eckhoff, Grant, Grasso, Healy, Noonan, Puchalski, Tornatore, Zay
ABSENT: DiCianni, Khouri, Larsen

9. OLD BUSINESS

10. NEW BUSINESS
Member Grasso noted there was a bomb scare at one of our high schools and while he knows it is not a gun issue, he feels that the regional superintendent of schools should review the efficacy of having trained personnel in the schools.

11. ADJOURNMENT

A. Motion to Adjourn

Without objection the meeting was adjourned at 8:32 a.m.

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

BUDGET ADJUSTMENT
Effective September 21, 2016

From: 1300 Company #

To: 1300 Company #

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Total $6,100.00

To: 1300 Company #

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Total $6,100.00

Reason for Request:
To cover incoming invoices

Finance Department Use Only

Budget Journal # Acctg Period

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

Finance Department Use Only

Fiscal Year 2018

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

Department Head

Chief Financial Officer

Packet Pg. 12
**DuPage County, Illinois**

**BUDGET ADJUSTMENT**

*Effective September 21, 2016*

**Sheriff’s Office/General Funds-Capital**

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**Total** $2,300.00

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**Total** $2,300.00

**Reason for Request:**

To cover upcoming cdw invoice for web filter.

**Department Head:**

**Date:** 11/19/18

**Chief Financial Officer:**

**Date:** 11/23/18

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**Finance Department Use Only**

**Fiscal Year:** 2018

**Budget Journal #**

**Acctg Period:**

**Entered By/Date:**

**Released By/Date:**

**Posted By/Date:**
Resolution
FI-R-0956-18

ACCEPTANCE OF THE ILLINOIS EMERGENCY MANAGEMENT AGENCY
EMERGENCY MANAGEMENT PERFORMANCE GRANT FFY18
INTERGOVERNMENTAL AGREEMENT NO. 18EMADUPA
$162,837

(Under the administrative direction of the
Office of Homeland Security and Emergency Management)

WHEREAS, the County of DuPage has been notified by the Illinois Emergency Management Agency that grant funds in the amount of $162,837 (ONE HUNDRED SIXTY-TWO THOUSAND, EIGHT HUNDRED THIRTY-SEVEN AND NO/100 DOLLARS) are available to DuPage County to aid in the administration of effective emergency management in the areas of personnel and benefits, travel, organizational, equipment, and additional program needs expenses; and

WHEREAS, said County expenses are currently being accounted for in the Office of Emergency Management General Fund, Company 1000 - Accounting Unit 1900; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Intergovernmental Agreement No. 18EMADUPA with the Illinois Emergency Management Agency, a copy of which is attached to and incorporated as part of this resolution by reference (Attachment); and

WHEREAS, the term of the Intergovernmental Agreement is from October 1, 2017 through September 30, 2019; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that Intergovernmental Agreement No. 18EMADUPA (Attachment) between the County of DuPage and the Illinois Emergency Management Agency is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the Director of Office of Homeland Security and Emergency Management is approved as the County’s Authorized Representative; and

BE IT FURTHER RESOLVED that should state and/or federal funding cease for this grant, the Judicial and Public Safety Committee shall review the need for continuing the specified program and related head count; and

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

Enacted and approved this 27th day of November, 2018 at Wheaton, Illinois.
Resolution

FI-R-0956-18

________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________

__________
PAUL HINDS, COUNTY CLERK
INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ILLINOIS, ILLINOIS EMERGENCY MANAGEMENT AGENCY
AND
County of DuPage

The Illinois Emergency Management Agency (Grantor), with its principal office at 2200 South Dirksen Parkway, Springfield, Illinois 62703, and County of DuPage (Grantee), with its principal office at 418 N. County Farm Road, Wheaton, Illinois 60187-3908 and payment address (if different than principal office) hereby enter into this Intergovernmental Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as “Parties” or individually as a “Party.”

PART ONE – THE UNIFORM TERMS

RECITALS

WHEREAS, It is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I

AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. **DUNS Number; SAM Registration; Nature of Entity.** Under penalties of perjury, Grantee certifies that 135836026 is Grantee’s correct DUNS number, that 36-6006551 is Grantee’s correct FEIN, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a Government Unit. If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

1.2. **Amount of Agreement.** Grant Funds shall not exceed $325,673.95, of which $162,836.97 are federal funds. Grantee agrees to accept Grantor’s payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement. Grantee is required to match these funds with eligible expenses as outlined in Exhibit C.

1.3. **Identification Numbers.** The Federal Award Identification Number (FAIN) is EMC-2018-EP-00004, the Federal awarding agency is the United States Department of Homeland Security, and the Federal Award date is August 15, 2018. The Catalog of Federal Domestic Assistance (CFDA) Name is Emergency Management Performance Grants and Number is 97.042. The Catalog of State Financial Assistance (CSFA) Number is 588-00-0450.

1.4. **Term.** This Agreement shall be effective on October 1, 2017, and shall expire on September 30, 2019, unless terminated pursuant to this Agreement.
1.5. **Certification.** Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

1.6. **Signatures.** In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**ILLINOIS EMERGENCY MANAGEMENT AGENCY**

By: [Redacted]

William P. Robertson, Acting Director

Date: 10/22/18

By: [Redacted]

Signature of Designee

Printed Name: Jennifer Rickar

Printed Title: Acting Deputy Director

**County of DuPage**

By: [Redacted]

Daniel Cronin, County Board Chairman

Date: 10/22/18

By: [Redacted]

Signature of Designee

Printed Name: [Redacted]

Printed Title: [Redacted]
ARTICLE II
REQUIRED REPRESENTATIONS

2.1. **Standing and Authority.** Grantee warrants that:

(a) Grantee is a governmental entity.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(d) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2. **Compliance with Internal Revenue Code.** Grantee certifies that it does and will comply with all provisions of the Federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3. **Compliance with Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to $25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4. **Compliance with Uniform Grant Rules (2 CFR Part 200).** Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.30(b)(1)(A).

2.5. **Compliance with Registration Requirements.** Grantee and its sub-grantees shall: (i) be registered with the Federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS number; and (iv) have successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee’s responsibility to remain current with these registrations and requirements. If Grantee’s status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

ARTICLE III
DEFINITIONS

3.1. **Definitions.** Capitalized words and phrases used in this Agreement have the following meanings:

“Agreement” or “Grant Agreement” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Allocable Costs” means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Award” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Budget” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“CFDA” or “Catalog of Federal Domestic Assistance” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Close-out Report” means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Consolidated Year-End Financial Report” means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

“Cost Allocation Plan” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“CSFA” or “Catalog of State Financial Assistance” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Disallowed Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“DUNS Number” means a unique nine-digit identification number provided by Dun & Bradstreet for each physical location of Grantee’s organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the State of Illinois.

“FAIN” means the Federal Award Identification Number.

“FFATA” or “Federal Funding Accountability and Transparency Act” has the same meaning as in 31 USC 6101; P.L. 110-252.
"Financial Assistance" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code Part 7000. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code Part 7000.

"GAAP" or "Generally Accepted Accounting Principles" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Grant Funds" means the Financial Assistance made available to Grantee through this Agreement.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Net Revenue" means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. "Net Revenue" is synonymous with "Profit."

"Nonprofit Organization" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Notice of Award" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"OMA" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Profit" means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with "Net Revenue."

"Program" means the services to be provided pursuant to this Agreement.

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Program income" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" means the federal System for Award Management (SAM); which is the Federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

"State" means the State of Illinois.
“Term” has the meaning set forth in Paragraph 1.4.

“Unallowable Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

ARTICLE IV
PAYMENT

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2. Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. See 2 CFR 200.343(d); 2 CFR 200.305(b)(9); 30 ILCS 705/5.

4.3. Cash Management Improvement Act of 1990. Unless notified otherwise in PART TWO or PART THREE, Federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 et seq.) and any other applicable Federal laws or regulations. See 2 CFR 200.305; 44 Ill. Admin. Code Part 7000.

4.4. Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.5. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under Exhibit A may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.6. Interest.

(a) All interest earned on Grant Funds held by a Grantee shall be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in PART TWO or PART THREE. Any amount due shall be remitted annually in accordance with 2 CFR 200.305(b)(9) or to the Grantor, as applicable.
(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)[8].

(c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought under the Illinois Grant Funds Recovery Act, and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; See also 30 ILCS 705/10.

4.7. **Timely Billing Required.** Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART TWO, PART THREE** or **Exhibit C**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor’s approval of Grantee’s request for an extension shall not be unreasonably withheld.

4.8. **Certification.** Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee must contain the following certification by an official authorized to legally bind the Grantee:

> By signing this report [or payment request], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to civil, criminal or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

**ARTICLE V**

**SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT**

5.1. **Scope of Grant Activities/Purpose of Grant.** Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State’s Notice of Award is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2. **Scope Revisions.** Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee’s authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. See 2 CFR 200.308.

5.3. **Specific Conditions.** If applicable, specific conditions required after a risk assessment will be included in **Exhibit C**. Grantee shall adhere to the specific conditions listed therein.
ARTICLE VI
BUDGET

6.1. **Budget.** The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-Federal as well as the Federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein as an attachment.

6.2. **Budget Revisions.** Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Budget revisions that require Grantor approval shall be signed by Grantee’s authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

6.3. **Discretionary Line Item Transfers.** Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without Grantor’s approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars ($1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. **Non-discretionary Line Item Transfers.** Total line items transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars ($1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5. **Notification.** Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

ARTICLE VII
ALLOWABLE COSTS

7.1. **Allowability of Costs: Cost Allocation Methods.** The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR 200 Subpart E and Appendices III, IV, and V.

7.2. **Indirect Cost Rate Submission.**

(a) All Grantees must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs.

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations, in a format prescribed by Grantor. For Grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For Grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of the Grantee’s fiscal year end, as dictated in the applicable appendices, such as:
Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for State and local governments,

Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

Appendix V to Part 200 governs State/Local Government-wide Central Service Cost Allocation Plans.

A Grantee who has a current, applicable rate negotiated by a cognizant Federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the Federal government and a copy of the cost policy statement used to negotiate that rate. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

7.3. **Transfer of Costs.** Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. See 2 CFR 200.451.

7.4. **Higher Education Cost Principles.** The Federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. **Government Cost Principles.** The Federal cost principles that apply to State, local and Federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.6. **Financial Management Standards.** The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each State- and Federally-funded Program. Accounting records must contain information pertaining to State and Federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. See 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity’s organization (Paragraphs 7.4 through 7.5).

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in PART TWO, PART THREE or Exhibit G of the requirement to submit Personnel activity reports. See 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee’s actual time, separately indicating the State of Illinois
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time spent on the grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) Internal Control. Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) Budget Control. Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

(e) Cash Management. Requests for advance payment shall be limited to Grantee’s immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.7. Federal Requirements. All Awards, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

7.8. Profits. It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.9. Management of Program Income. Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII
REQUIRED CERTIFICATIONS

8.1. Certifications. Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) Bribery. Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) Bid Rigging. Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 et seq.).

(e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 et seq.) or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 et seq.).

(g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than $5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(i) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 et seq.).

(j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 USC 1251 et seq.).

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency 2 CFR 200.205(a), or by the State (See 30 ILCS 708/25(6)(G)).

(l) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of
the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(n) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

(p) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(s) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(t) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

**ARTICLE IX**
**CRIMINAL DISCLOSURE**

9.1. **Mandatory Criminal Disclosures.** Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over $10 million in total Financial Assistance, funded by either State or Federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM State of Illinois

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regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

ARTICLE X
UNLAWFUL DISCRIMINATION

10.1. Compliance with Nondiscrimination Laws. Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

(a) The Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;

(b) The Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.);


(d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);

(e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 et seq.); and

(f) The Age Discrimination Act (42 USC 6101 et seq.).

ARTICLE XI
LOBBYING

11.1. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2. Federal Form LLL. If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.
11.3. **Lobbying Costs.** Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4. **Procurement Lobbying.** Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor’s family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over $25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5. **Subawards.** Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.6. **Certification.** This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

**ARTICLE XII**

**MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

12.1. **Records Retention.** Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2. **Accessibility of Records.** Grantee, in compliance with 2 CFR 200.336, shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor’s Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statute. Grantee shall cooperate fully in any such audit or inquiry.

12.3. **Failure to Maintain Books and Records.** Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4. **Monitoring and Access to Information.** Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply,
upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in PART TWO or PART THREE.

ARTICLE XIII
FINANCIAL REPORTING REQUIREMENTS

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three month period covered by the report. Additional information regarding required financial reports may be set forth in Exhibit G. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 et seq.; 2 CFR 207(b)(3) and 200.327.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343.

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

13.3. Consolidated Year-End Financial Reports.

(a) This Paragraph 13.3 applies to all Grantees, unless exempted by PART TWO or PART THREE.

(b) Grantees shall submit Consolidated Year-End Financial Reports, according to the required audit (see ARTICLE XV), namely:

(i) For Grantees required to conduct a single audit (or program-specific audit), within the earlier of (a) 9 months after the Grantee's fiscal year ending on or after June 30, or (b) 30 calendar days following completion of the audit; or

(ii) For Grantees required to conduct a Financial Statement Audit or for Grantees not required to perform an audit, within 180 days after the Grantee's fiscal year ending on or after June 30.

These deadlines may be extended at the discretion of the Grantor, but only for rare and unusual circumstances such as a natural disaster.

(c) The Consolidated Year-End Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Consolidated Year-End Financial Report must cover the same period as the Grantee’s tax return.
(d) Consolidated Year-End Financial Reports must include an in relation to opinion from the report issuer on the financial statements included in the Consolidated Year-End Financial Report.

(e) Consolidated Year-End Financial Reports shall follow a format prescribed by Grantor.

(f) Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

13.4 Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply.

ARTICLE XIV
PERFORMANCE REPORTING REQUIREMENTS

14.1 Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in Exhibit F must be reported quarterly, unless otherwise specified in PART TWO or PART THREE. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.207, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit based review of the application. In such cases, Grantor shall notify Grantee of same in Exhibit G. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 et seq.

14.2 Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343.

14.3 Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.

**ARTICLE XV**

**AUDIT REQUIREMENTS**

15.1. **Audits.** Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules set forth by the Governor’s Office of Management and Budget. See 30 ILCS 708/65(c).

15.2. **Audit Requirements.**

(a) **Single and Program-Specific Audits.** If, during its fiscal year, Grantee spends $750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit and reporting package (including data collection form and management letters) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit). The audit (and package) must be submitted to Grantor within the earlier of (i) 30 calendar days after receipt of the auditor’s report(s) or (ii) nine (9) months after the end of the Grantee’s audit period.

(b) **Financial Statement Audit.** If, during its fiscal year, Grantee spends less than $750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee spends $300,000 or more in Federal and State Awards, singularly or in any combination, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit G** based on the Grantee’s risk profile.

(ii) If, during its fiscal year, Grantee spends less than $300,000 in Federal and State Awards, but the total revenue it receives is in excess of $300,000, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) Grantee must submit its financial statement audit report(s) and any management letters issued by the auditor within the earlier of (i) 30 calendar days after receipt of the auditor’s report(s) or (ii) 180 days after the end of the Grantee’s audit period.

15.3. **Performance of Audits.** For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor’s most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.4. **Report Timing.** Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

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Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for late reporting.

ARTICLE XVI
TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;

(iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee’s failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3. Non-compliance. If Grantee fails to comply with applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.207. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.338. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System.
16.4. **Objection.** If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.341.

16.5. **Effects of Suspension and Termination.**

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

(i) Grantor expressly authorizes them in the notice of suspension or termination; and

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

16.6. **Close-out of Terminated Agreements.** If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

**ARTICLE XVII**

**SUBCONTRACTS/SUB-GRANTS**

17.1. **Sub-recipients/Delegation.** Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2. **Application of Terms.** Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by Federal and State laws and regulations, and the provisions of this Agreement.

**ARTICLE XVIII**

**NOTICE OF CHANGE**

18.1. **Notice of Change.** Grantee shall notify the Grantor if there is a change in Grantee's legal status, Federal employer identification number (FEIN), DUNS number, SAM registration status, Related Parties, or address. See 30 ILCS 705/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to
Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2. Failure to Provide Notification. To the extent permitted by Illinois law, Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3. Notice of impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4. Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5. Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

**ARTICLE XIX**

**STRUCTURAL REORGANIZATION**

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its governance structure. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

**ARTICLE XX**

**AGreements WITH OTHER STATE AGENCIES**

20.1. Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

**ARTICLE XXI**

**CONFLICT OF INTEREST**


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21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor’s annual salary, or $106,447.20 (30 ILCS 500/50-13). An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. 2 CFR 200.64.

21.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

ARTICLE XXII
EQUIPMENT OR PROPERTY

22.1. Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole or in part with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439(a). Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2. Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

22.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal and State statutes and executive orders.

ARTICLE XXIII
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

23.1. Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used...
in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.457) and agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase “Funding provided in whole or in part by the [Grantor].” Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2. Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XXIV
INSURANCE

24.1. Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in PART TWO or PART THREE.

24.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

ARTICLE XXV
LAWSUITS

25.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee’s use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2. Liability. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXVI
MISCELLANEOUS
26.1. **Gift Ban.** Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2. **Access to Internet.** Grantee must have internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3. **Exhibits and Attachments.** Exhibits A through G, PART TWO, PART THREE, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4. **Assignment Prohibited.** Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee’s rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5. **Amendments.** This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6. **Severability.** If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7. **No Waiver.** No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party’s right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

26.8. **Applicable Law; Claims.** This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 et seq. Grantor does not waive sovereign immunity by entering into this Agreement.

26.9. **Compliance with Law.** This Agreement and Grantee’s obligations and services hereunder are hereby made and must be performed in compliance with all applicable Federal and State laws, including, without limitation, Federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10. **Compliance with Confidentiality Laws.** If applicable, Grantee shall comply with applicable State and Federal statutes, Federal regulations and administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11. **Compliance with Freedom of Information Act.** Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12. **Precedence.** In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between PART ONE and PART

26.14. Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.15. Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.17. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.
EXHIBIT A

PROJECT DESCRIPTION

The Grantor has been awarded an Emergency Management Performance Grant (EMPG) from the Federal Emergency Management Agency (FEMA). The Grantee will utilize EMPG grant funds in accordance with the Emergency Management Assistance (EMA) program as outlined in the Grantee’s FFY18 Grant Program Application. The EMA Program will aid the Grantee in the administration of effective emergency management in the areas of personnel and benefits, travel, organization and equipment.
EXHIBIT B

DELIVERABLES OR MILESTONES

Deliverables are directly related to the successful completion of the approved scope of work.

The FFY 18 Grant Program Application outlines the expenditures for which the Grantee will seek reimbursement. The Grantor will only reimburse those expenditures that are specifically listed in the approved Application.

The Grantee is required to perform each of the following tasks:

1. Timely submission of quarterly reports that include both financial and performance-based information as set forth in Exhibit E.

2. Required training and exercise participation as set forth in Part III.
Grantee’s total compensation and reimbursement shall not exceed the sum of $162,836.97.

No costs eligible under this Agreement shall be incurred after September 30, 2018.

The required match for this grant is 50%. All cost sharing or matching funds claimed by the Grantee shall meet the requirements of 2 CFR 200.306. To meet matching requirements, the Grantee’s contributions must be verifiable, reasonable, allowable, allocable, and necessary under the grant program, and must comply with all federal requirements and regulations. Except as provided by federal law, a cost sharing or matching requirement may not be met by other federal funds.
EXHIBIT D

CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

GRANTOR CONTACT

Name: Robert Evans
Title: EMPG Grant Program Manager
Address: 2200 South Dirksen Parkway, Springfield, IL
Phone: 217/557-4788
E-mail Address: Bob.P.Evans@illinois.gov

GRANTEE CONTACT

Name: Murray Snow
Title: ____________________________
Address: 418 N. County Farm Road, Wheaton, Illinois
Phone: (630) 407-2909
E-mail Address: murray.snow@dupageco.org
EXHIBIT E

PERFORMANCE MEASURES

The Grantee shall submit a Quarterly Claims Form to Grantor electronically through the Grantor’s grants Management System no later than 30 days after the end of each Federal Fiscal Year quarter. All claims must be for the quarter in which they occurred.

A Quarterly Narrative must be submitted as a part of the Quarterly Claims Form. In the Quarterly Narrative, the Grantee must include a report for activities completed in the three-month quarter applicable to the claim and progress in achieving the goals and objectives listed in the Annual Work Plan submitted in the Application.
EXHIBIT F

PERFORMANCE STANDARDS

Performance standards include:

1. Appropriate use of grant funds in accordance with the approved scope of work and budget, and the terms outlined in this Agreement.

2. The timely submittal of required documentation as defined in Exhibit E of this Agreement.

3. Adequate results from grant monitoring conducted by the Grantor.
EXHIBIT G
SPECIFIC CONDITIONS

None.
PART TWO – THE GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in PART ONE, the Grantor has the following additional requirements for its Grantee:

None.
PART THREE – THE PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in PART ONE and the Grantor-Specific Terms in PART TWO, the Grantor has the following additional requirements for this Project:

1. All allocations and use of funds by the Grantee shall be in accordance with the applicable notice of funding opportunity. The Grantee shall comply with all applicable federal and state statutes, regulations, executive orders, and other policies and requirements in carrying out any project supported by these funds. The Grantee recognizes that laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The Grantee agrees that the most recent requirements will apply during the performance period of this Agreement.

2. All personnel who are funded in whole or in part with the funds from this Agreement are required to successfully complete: (a) specified National Incident Management System (NIMS) courses (IS 100, IS 200, IS 700 and IS 800); and (b) either (i) the FEMA Professional Development Series (PDS) (IS 120, IS 230, IS 235, IS 240, IS 241, IS 242 and IS 244) or (ii) the Emergency Management Professionals Program (EMPP) Basic Academy. New employees have 12 months from the date of hire to complete the training requirement. All employees must ensure that their course certificates have been submitted to their respective Grantor Regional Office for entry on their training transcript by September 30, 2018.

3. All personnel who are funded in whole or in part with funds from this Agreement shall participate in no less than three exercises by September 30, 2018. The definition of “participate” includes serving in one of the following positions during the exercise: exercise director, evaluator, facilitator, controller, simulator, player or inject writing team member. As the intent of the EMPG program is, in part, to design and conduct exercises that engage a whole community of stakeholders and validate core capabilities, at least two of the three required exercises must be from the following list: local workshop, seminar, drill, tabletop, functional or full-scale. Only one of the three exercises may be from the following list: IEMA Training Summit or local emergency management conference, Grantor regional meeting or STARCOM radio check. All exercises and associated paperwork must be completed prior to September 30, 2018, to ensure employee compliance, with the exception of new hires, who have 12 months from the date of hire to complete requirements.

4. The Grantee is required to maintain adoption and implementation of the National Incident Management System.

5. If funding will be used to purchase emergency communications equipment or to fund related activities, the Grantee shall comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

6. The Grantee will provide all necessary financial and managerial resources to meet the terms and conditions of this Agreement.

7. This Agreement may be amended because of changes in state or federal statutes, regulations, or grant award policies; an extension in the grant award term; an increase in the amount of funds granted; or any other provision requiring a modification. Grantor may remove (or reduce) a Specific Condition included in this Exhibit G by providing notice in writing to the Grantee. All other modifications must be in writing and signed by both parties.
8. The Grantee agrees that funds under this award will be used to supplement, but not supplant, state or local funds budgeted for the same purposes. The Grantee may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

9. The Grantee shall not undertake any project having the potential to impact EHP resources or initiate procurement without the prior approval of FEMA, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities. The EHP review process involves the submission of a detailed project description along with supporting documentation, so that FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public to complete the review process. The EHP review process must be completed and approved before funds are released to carry out the proposed project. The Grantee must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground-disturbing activities occur during project implementation, the Grantee must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the Grantee will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
AWARDING RESOLUTION TO
ADVANCED PUBLIC SAFETY, LLC
FOR PROFESSIONAL SERVICES TO PROVIDE
ONGOING CONSULTATION AND TECHNICAL ASSISTANCE
WITH APPLICATION SYSTEMS
(CONTRACT TOTAL AMOUNT: $1,275,000.00)

WHEREAS, an agreement has been negotiated 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 Advanced Public Safety, LLC, to provide ongoing consultation and technical assistance with application systems for the Office of the Circuit Court Clerk.

NOW, THEREFORE BE IT RESOLVED, that covering said contract to provide ongoing consultation and technical assistance with application systems for the period of December 1, 2018 through November 30, 2021, 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 Advanced Public Safety, LLC, 500 Fairway Drive - Suite 204, Deerfield FL 33441, for a contract total amount of $1,275,000.00.

Enacted and approved this 27th day of November, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

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

**REQUISITION**

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
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<td>$1,275,000.00</td>
<td>12/01/2018 - 11/30/2021</td>
<td>CIRCUIT COURT CLERK</td>
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**SOLICITATION METHOD FOR SOURCE SELECTION**

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

- **Bernadette Mason**  Completed  11/05/2018 10:51 AM
- **Kathy Ostrowski**  Completed  11/05/2018 12:03 PM
- **Wendi Wagner**  Completed  11/05/2018 12:22 PM
- **Donald Carlsen**  Completed  11/05/2018 1:04 PM
- **James McGuire**  Completed  11/14/2018 12:47 PM
- **Paul Rafac**  Completed  11/15/2018 7:30 AM
- **Kathy Ostrowski**  Completed  11/15/2018 1:06 PM
- **Judicial/Public Safety Committee**  Completed  11/20/2018 8:15 AM
- **Finance Committee**  Pending  11/27/2018 8:00 AM
- **Technology Committee**  Pending  11/27/2018 9:00 AM
- **County Board**  Pending  11/27/2018 10:00 AM
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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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Requisition Total: $1,275,000.00

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

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

please send PO to Julie Ellefsen and to Mary Heaton (mary.heaton@18thjudicial.org)

**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

Date: Oct 29, 2018
MinuteTraq (IQM2) ID #: 13789

Vendor: Advanced Public Safety
Vendor #: 12431
Contract Term: 12/01/2018-11/30/2021
Contract Total: $1,275,000.00

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

Description of Procurement/Scope of Work:
The Circuit Clerk is requesting a three year contract for Apteon Advanced Public Safety (APS) Electronic Citation Professional Services and Cloud Hosting, amending the current contract which is due to expire on November 30, 2018, Because APS' VP/2 forms and subsystem development efforts are reducing, this contract is priced 30% lower than the past six years.

Reason for Procurement:
Over 1000 DuPage County law enforcement squad cars make use of APS VP/2 citation software to generate citations. Significant efficiencies are realized by The Circuit Clerk, DuPage County Justice System and police departments as a result of this software and architecture. Use of this software and cloud hosted servers should be continued.

FUNDING SOURCE:
☐ Procurement budgeted for (FY and budget code(s)): FY 19-21 1400-6730-53020, FY 19-21 1400-6740-53020
☐ Budget Transfer (Date) ____________________________
☐ Add'l Information ____________________________

DEPARTMENT MEMO NOT REQUIRED:
☐ LOWEST RESPONSIBLE QUOTE # or BID # ____________________________ (QUOTE < $25,000, BID > $25,000; attach Tabulation)
☐ RENEWAL, Enter Bid # ____________________________
☐ RENEWAL, 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:

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

PREPARED BY AND APPROVAL(S) (Initials Only)

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<tr>
<th>Prepared By</th>
<th>Recommended for Approval</th>
<th>It Approval, if required</th>
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<td>Nov 2, 2018</td>
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REVIEWED BY (Initials Only)

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<tr>
<th>Buyer</th>
<th>Procurement Officer</th>
<th>Chairman's Office</th>
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<td>11/15/18</td>
<td>11/14/18</td>
<td>11/15/18</td>
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</tbody>
</table>

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER

Packet Pg. 53
Date: Oct 29, 2018

Requesting Department: Circuit Court Clerk
Contact Email: Kevin.Vaske@18thjudicial.org
Vendor Name: Advance Public Safety

Department Contact: Kevin Vaske
Contact Phone: 630-407-8647
Vendor #: 12431

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

The Circuit Clerk is requesting a three year contract for APS Electronic Citation Professional Services and Cloud Hosting, amending the current contract which is due to expire on November 30, 2018.

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

The electronic citation system, developed and supported by Aptean’s Advanced Public Safety (APS) group, a Central Square Technologies company, has been implemented and enhanced over the past 10 years. Over 1000 DuPage County law enforcement squad cars make use of APS VP/2 citation software to generate citations.

**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.

Significant efficiencies are realized by The Circuit Clerk, DuPage County Justice System and police departments as a result of this software and architecture. Use of this software, integration and cloud hosted servers should be continued.

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

After review of other vendors, only APS delivers a county-wide integrated solution at this time. Any new system implementation is time consuming and costly. The Circuit Clerk plans to issue an RFP in 2020, allowing enough time for the possibility of another vendor system implementation at the end of this requested contract’s expiration, Nov 30, 2021. It is more likely other alternatives will exist at that time, as the electronic citation system market is evolving. Some other related points...

Justifications for continuing with APS:
1. As mentioned above, no other vendor has an e-citation system supporting all citation forms and necessary Circuit Clerk and municipality systems interfaces.
2. The Circuit Clerk’s office does not have the resources to take on an RFP process and potential new vendor system implementation until Fall 2019 at the earliest.
3. Impact to the municipalities using APS citation software should be avoided.
4. Annual cost is 30% lower than the previous contract. This reduction is due to the fact that all AOIC-defined forms modifications have been implemented by APS, and we are now in a maintenance mode.

Why a three year contract?
1. As touched on above, an RFP process could identify a new vendor, and any new vendor will need an estimated 1+ years to implement a county-wide solution. The Circuit Clerk’s office also would need time and resources to implement new interfaces with that vendor. As a result, we estimate needing 1.5 - 2 years. Given our office’s current workload (EFileIL, new Fines and Fees Act, etc.), we cannot start working on any new e-citation system implementation until next fall. As a result, a 3 year APS extension coincides with our needs and availability.
2. APS was more open to a price reduction given a 3 year deal.
**Recommendations/Alternatives** - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

No other options are available at this time, and the Circuit Clerk recommends approval of this three year 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.

This contract is supported using the Circuit Clerk E-Citation and Document Storage funds. This action will not have any impact to the County General Fund.
The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

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

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

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

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 exception 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
Duane George

Title
General Manager

Date
Oct 29, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page _____ of _____ (total number of pages)
SECOND AMENDMENT
TO
ELECTRONIC FORMS SERVICES CONTRACT

This Second Amendment (this "Second Amendment") amends the Electronic Forms Services Contract between Clerk of the Circuit Court of the Eighteenth Judicial Circuit, ("Customer") and Advanced Public Safety, LLC ("APS"), dated June 30, 2013 (along with any amendments and other addenda executed from time to time, collectively, the "Agreement"). In case of any conflict between the Agreement and this Second Amendment, the terms and conditions of this Second Amendment shall control. Except as otherwise modified herein, all terms and conditions of the Agreement shall remain in full force and effect. All capitalized terms used herein, and not otherwise defined herein, shall have their respective defined meanings as set forth in the Agreement.

WHEREAS, the parties desire that certain terms and conditions of the Agreement be modified as agreed by the parties.

NOW, THEREFORE, the parties agree that the following modifications are hereby made to the Agreement, and incorporated therein, as if the Agreement originally included the following modifications:

1. Section 5 of the Agreement is hereby modified by extending the Term for an additional three (3) years, up to and including November 30, 2021.

2. The aggregate annual base fee for the Services to be provided under this Second Amendment shall be $315,000 ("Base Fee"), which includes the Services as described in Section 2 of the Agreement for up to 26,250 citations/forms per quarter processed by the Service ("Base Service"). APS will invoice the Base Fee monthly in the amount of $26,250.

3. The total citations/forms processed in excess of the Base Service in each quarter will be invoiced within 30 days after the end of such quarter. The fees for citations/forms processed in excess of the Base Service shall be $3.00 per citation/form ("Overage Fees"). Citations incurring the Overage Fees includes but not limited to Illinois Uniform Traffic Citation, Overweight Citation, DUI Citation and any Citation included in 705 ILCS 105/27.3e, of the Illinois Compiled Statutes.

4. Section 6 of the Agreement is hereby modified by appending the following language thereto:

The Clerk may terminate this Agreement with sixty (60) days’ written notice for non-performance of the Services or for any other material breach by APS of this Agreement, which non-performance or other material breach is not cured within such sixty (60) day period.

This Second Amendment constitutes the entire agreement between Customer and APS regarding the subject matter herein addressed, and fully supersedes any and all prior agreements or
understandings, written or verbal, between Customer and APS. All other terms of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment effective as of the last date entered in the signature blocks below (the “Effective Date”).

Clerk of the Circuit Court of the Eighteenth Judicial Circuit

Advanced Public Safety, LLC


Chris Kochirouba

Duane George

Name

Name

Clerk of the Court

Group Vice President, Public Sector

Title

Title

11/5/18

11/3/2018

Date

Date
Electronic Forms SERVICES CONTRACT

CONTRACT NO. APS-2012-1

Clerk of the Circuit Court of the Eighteenth Judicial Circuit
County of DuPage, Illinois

Electronic Forms Services Contract

FOR

Electronic Forms hosted by
Advanced Public Safety, a Trimble Company

THIS AGREEMENT is made and entered into by and between the Clerk of the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Wheaton, Illinois, hereinafter referred to as the "Clerk" or "Customer", and Advanced Public Safety, a Trimble Company, located at 500 Fairway Drive, Suite 204, Deerfield Beach, FL 33441, hereinafter referred to as "APS" or the "Contractor."

Background

The Clerk has deployed self-hosted servers to provide support for electronic citation collection. Its existing enterprise license agreement with APS authorizes relevant law enforcement agencies to access the Software (as defined below) for the purposes of writing citations within their jurisdiction. The software is currently located on a self-hosted server of the Clerk which provides support for several forms that include: IL Uniform Traffic Citation (UTC), TSSS, Overweight, Tow, DUI, Conservation, NTA/NTC and Parking.

As a result of more agencies coming online and using the software, the work load demands are increasing on the Clerk's staff to support the Software. The increasing work load of the Clerk and the agencies currently supported by the Clerk has created the desire for this service agreement. The Clerk's Office is not structured to support law enforcement agency operations 24 x 365. Critical issues arise, for example, if the network goes down or equipment failures occur, causing the law enforcement agencies to become off line. The Clerk desires to have APS handle front line technical support for its agency clients upon the Clerk getting its clients to adopt and become operational with the Software and/or the Dedicated Maintenance Services. The Clerk shall provide APS with a Pre-Site Assessment (as defined below) for each Client who implements the Software and/or the Dedicated Maintenance Services.

Advanced Public Safety is owned by Trimble and is part of the Trimble Public Safety Division. To improve the service level for the Clerk and its clients, the Clerk desires to upgrade the Software solution to the Trimble cloud hosting service. Trimble has a "Cloud
Based solution where the Software and resulting data and APS services processed can be hosted remotely by Trimble on Trimble or third party servers. The Clerk desires 24 x 7 availability of the software and APS agrees to provide front line technical support for the Clerk’s law enforcement agencies. This new service allows the Clerk to focus on the court business and engages APS to support the Clerk’s clients on behalf of the Clerk.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Definitions

   a. “Authorized End User” shall mean any Customer employee, consultant, contractor, service provider or agent who is authorized by the Customer’s system administrator to access and use the Software and/or the Dedicated Maintenance Services for Customer’s internal business purposes with a unique username and password.

   b. “Customer’s Clients”, “Clients” or “Agencies” means the law enforcement agency or agencies that the Clerk designates as an authorized user for electronic form(s) processing on the Software and/or the Dedicated Maintenance Services.

   c. “Customer Data” means Customer’s proprietary information transmitted to, stored within, processed using, or exported from the Software and/or the Dedicated Maintenance Services.

   d. “Pre-Site Assessment” is the site survey form, provided by APS for the Clerk’s completion, which APS requires for configuration of each of the Clerk’s Clients.

   e. “Services” includes Migration Services, Software Support and Technical Support, and Dedicated Maintenance Services as each are described in Section 2.

   f. “Software” means APS’ e-Citation Software Product and Additional APS Software Products described in Sections 2.B.1 and 2.B.2.

   g. "TSSS" means the Traffic Stop Statistical Study reporting required by Illinois Statute which describes information that must be collected on any form that can be used as probable cause on a traffic stop.

   h. Virtual Partner Engine (VPE). A product from APS that provides an interface between the law enforcement agencies’ mobile client and the Software. The VPE uses patented technology to process the LEADS returns and populate the various forms the Clerk or agencies require.

2. Services:

APS will provide the following Services under this Agreement, each component as more fully described below: (i) migration of the existing Customer Data from the Clerk’s self-hosted servers to an APS, Trimble or third party server (“Migration Services”); and (ii) Software Support and Technical Support for the Clerk’s usage of the Software on its self-hosted servers until completion of the Migration Services; and (iii) Dedicated Maintenance Services upon completion of
the Migration Services. Development services are not included in the Services to be provided under this Agreement.

These Services shall include the following components:

A. Migration Services:
   APS will move the Clerk’s existing Customer Data from the DuPage County server(s) to the APS hosted server, which may be a third party service, as described in a separate, mutually agreed-upon Statement of Work to be incorporated by reference into this Agreement. The timelines for completion of the Migration Services in the Statement of Work are estimates only.

B. Software Support and Technical Support, as more fully described in Attachment A, for the following software products:

   B.1 The APS e-Citation Software Product including the following modules:
      • Virtual Partner Engine TM for supported mobile clients
      • ReportBeamTM Engine
      • QuickFormTM with ReportBeam to support the following forms:
         ○ Illinois Uniform Traffic Citation including TSSS
         ○ Illinois DUI/TSSS
         ○ Illinois Overweight Citation including TSSS
         ○ Illinois Conservation Citation Form
         ○ Illinois Tow Slip
         ○ Illinois NTA/TSSS
         ○ Illinois Parking
      • Numbering control software supporting all forms specified in this Agreement.
      • Interface to Illinois Unified Configuration Services (IUCS) or a product that is 100% compatible, which is defined as no loss of functionality contained in the IUCS.

   B.2 The following Additional APS Software Products:
      • QuickVoice™ Technology for supported mobile computers
      • QuickCommandTM
      • APS patented technology for automatic import of data from LEADS
      • APS patented technology for Voice Response on LEADS responses
      • SmartExports as follows:
         1. XML or CSV data dump of all data elements contained in a form.
         2. TSSS - data export acceptable by the state without errors.
         3. Court Transmittal program for generation of the XML data file.
         4. FTP/web services to download transmittals
      • SmartConnect - for thermal printing capability
      • Web Services supporting configuration and list files
• Web Services supporting integration and transfer of data between the Clerk's third-party court records management system and APS' Report Beam

B.3 Assistance with the ODBC data connector or similar technology to enable the Clerk's authorized staff to have access to the Customer Data.

B.4. Additional Software Support Services. APS may provide application training on existing and future Software, for which additional charges may apply. APS will provide an application/service for reporting problems with the Software and tracking resolution of problems.

B.5. Technical Support Services, as more fully described in Attachment A, including:

Provide ongoing technical support and mutually agreed-upon development (which development may be at additional cost) to refine and improve the process and Software supporting capture, generation and delivery of form(s) to Customer's Clients.

Provide troubleshooting support to Customer's Clients to the designated point of contact specified in the Pre-Site Assessment for the operation of the Software.

C. Dedicated Maintenance Services. Upon completion of the Migration Services, APS shall provide access to Customer to use APS' Software as located and maintained on APS' remote server service. Access to and use of the Software pursuant to the Dedicated Maintenance Services is subject to the License Grant and Usage Restrictions described in Section 2.5. The terms of APS' maintenance service for such Dedicated Maintenance Services is described in Section 4 of Attachment A.

D. The parties will conduct quarterly reviews as agreed by both parties, including a status review of any outstanding items.

2.5 License Grant: Usage Restrictions

Subject to the terms and conditions of this Agreement and payment of the applicable fees, APS grants Customer and each Authorized End User a limited, non-exclusive, non-transferable, revocable license, without the right to sublicense, to access and use the Software made available to Customer through the Dedicated Maintenance Services from the completion of the Migration Services through the Term of this Agreement for Customer's internal business use only. Except for the limited right to access and use such Software granted herein, no other right, title or interest in the intellectual property rights or technology of APS is granted and all such rights are expressly reserved by APS.
Customer and its Authorized Users shall not: (i) transmit, store or run software viruses or other harmful computer code to or from the Software; (ii) interfere with or disrupt the integrity of the Software or the data contained therein; or (iii) upload, post, reproduce or distribute any information, software or other material protected by copyright or any other intellectual property right (including the right of publicity and/or privacy) without first obtaining the permission of the owner of such rights or as permitted by law.

Customer may not copy, modify, make derivative works of, rent, lease, sell, distribute or transfer the Software, in whole or in part, except as otherwise expressly authorized under this Agreement. No Service Bureau Work (as defined below), multiple-user license or time-sharing arrangement is permitted. Customer agrees to use all commercially reasonable efforts to prevent its unauthorized use and disclosure. Customer shall not disassemble, reverse engineer or decompile the Software or any part thereof or permit others to do so. “Service Bureau Work” shall be deemed to include, without limitation, use of the Software to process or to generate output data for the benefit of, or for purposes of rendering services to any third party over the Internet or other communications network.

Access to and use of the Software is restricted to Customer’s Authorized End Users only. Customer shall be responsible to ensure all Authorized End Users maintain the security of any password, username, or other form of authentication involved in obtaining access to the Software. Usernames and passwords must be uniquely assigned to a specific individual and may not be shared by multiple individuals at any one time or transferred. Customer is solely responsible for (i) monitoring and controlling the activity of each Authorized User, (ii) ensuring each Authorized User’s compliance with the Agreement, (iii) ensuring that there is no unauthorized access to the Software and notifying APS promptly of any such access of which Customer becomes aware, (iv) the reliability, accuracy, quality, integrity and legality of all Customer Data and the means by which Customer acquires the Customer Data, and (v) ensuring that the use of the Software is in compliance with all applicable laws and regulations. Customer shall be solely responsible and liable for the acts and omissions of each Authorized User on the System.

3. Work Environment

All technical staff of APS is currently located in Florida or Kamloops, British Columbia, Canada at Contractor’s sites. APS reserves the right to engage technical staff at other locations in its discretion. The Clerk shall not provide support facilities or equipment necessary for APS personnel to perform under this Agreement, except as described in this Agreement.

All payments under this Agreement are subject to the following provisions:

a. APS agrees to invoice monthly for the Services provided beginning on the Effective Date. If necessary, the Customer shall notify the Contractor of a good faith dispute regarding an invoice within three business days of its receipt of the invoice.

Payment will be made to the Contractor’s designated mailing address or via direct deposit or other method as convenient to Clerk and Contractor. The payment of taxes for any money received under this Agreement shall be the Contractor’s sole responsibility and should be reported under the Contractor’s Federal and State tax identification number(s).

b. The Clerk shall pay invoices issued in accordance with paragraph (a) in accordance with the provisions of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et. seq. Interest on overdue payments related to invoices not in dispute shall be calculated and assessed against the Clerk in the manner set forth in the Act.

c. The aggregate annual base fee for the Services to be provided under this Agreement shall be: $450,000 which includes the Services as described in Section 2 for up to 37,500 citations/forms per quarter. APS will invoice the base fee in the amount of $37,500 monthly.

d. The total citations/forms processed in excess of 37,500 citations/forms (base service) in each quarter will be invoiced within 30 days after the end of the quarter. The compensation for citations/forms processed in excess of the base service under this agreement is $3.00 per citation/form processed by the service.

Citations that will incur the $3.00 charge include: Illinois Uniform Traffic Citation, Overweight Citation and DUI Citation, and any Citation included in 705 ILCS 105/27.3e, of the Illinois Compiled Statutes.

5. Term

THIS AGREEMENT SHALL BECOME EFFECTIVE UPON THE LATER OF THE SIGNATURE DATE OF THE CLERK OR THE DATE THE PURCHASE ORDER IS APPROVED BY THE DUPage COUNTY BOARD (“EFFECTIVE DATE”).

This Agreement shall be effective for five (5) years from the Effective Date (“Term”).
The Agreement will automatically renew for additional one (1) year periods unless either party gives notice to the other party at least one (1) year prior to the expiration or termination of the then-current term.

6. Termination

Upon termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Upon termination or expiration of this Agreement, Customer shall have sixty (60) days to request a copy of the Customer Data in a mutually agreeable, commercially standard form. Customer shall pay APS for providing such Customer Data on a time and materials basis at APS' then-current rates.

APS may terminate this Agreement with sixty (60) days’ written notice for non-payment of undisputed invoices or for cause for any other material breach by the Clerk of this Agreement which non-payment or other material breach is not cured within such sixty (60) day period.

6.5 Termination for Non-Appropriation

If the County of DuPage, hereinafter “the County” fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal year of this Agreement succeeding the first fiscal year, this Agreement shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available, provided however that the Clerk provides notice to APS at least one (1) year prior to the intended date of termination; and provided further that this will not affect either party’s rights under any other termination clause in this Agreement. The effect of termination of the Agreement under this Section 6.5 will be to discharge both parties from future performance of the Agreement (subject to the one (1) year notice requirement), but not from their rights and obligations existing at the effective date of termination. APS shall be entitled to payment for any and all unpaid charges for the products and services delivered to the Clerk prior to the effective date of termination.

7. Status of Contractor

The Contractor, and its agents and employees, are independent contractors performing professional services for the Clerk and are not employees of the County of DuPage or of the Clerk of the Eighteenth Judicial Circuit Court. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the Clerk or DuPage County as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as business income.
8. Assignment

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Clerk, except that APS may assign this Agreement to an affiliate or in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of APS' assets or voting securities.

9. Subcontracting

The Contractor may subcontract all or any portion of the services to be performed under this Agreement with reasonable written notice to the Clerk, provided that Contractor shall be responsible for the performance of its subcontractors hereunder.

10. Records of Audit

During the term of this Agreement and for two years thereafter, the Contractor shall maintain detailed records pertaining to the invoicing of services rendered. These records shall be subject to inspection by the Clerk upon reasonable notice and during APS' usual business hours. The Clerk shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Clerk to recover illegal payments as finally determined by a court of competent jurisdiction.

11. Release

The Contractor releases upon final payment of the amount due under this Agreement the Clerk, its officers and employees, the County from all liabilities, claims and obligations whatsoever arising from or under this Agreement, except for a breach of Sections 12 or 13.

12. Confidentiality

Each party agrees that all code, inventions, know-how, business, technical and financial information it obtains ("Receiving Party") from the disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. The software, documentation or technical information provided by APS (or its agents) shall be deemed Confidential Information of APS without any marking or further designation. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential
13. Intellectual Property

All materials and intellectual property developed or acquired by the Contractor under this Agreement shall become the sole property of the Contractor. Anything produced solely for the Clerk, in whole or in part, by the Contractor under this Agreement shall be owned by the Contractor, including all copyrights. The source code to any custom-developed software under this Agreement, except where prohibited due to previous licensing or 3rd party agreements, shall become the property of the Contractor.

All right, title and interest in and to the Software and the intellectual property rights therein shall remain in APS. The Software is licensed not sold to Customer pursuant to this Agreement. As between APS and Customer, Customer shall retain ownership of the Customer Data. APS may access, use, reproduce, create derivative works from, perform and display the Customer Data to perform its obligations under this Agreement.

14. Conflict of Interest

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

15. Amendment

This Agreement shall not be altered, changed or amended except by an instrument in writing executed by the parties hereto.

16. Limited Warranty.

APS will perform the Services in a professional and workmanlike manner. APS will, as its sole liability for failure to provide Services meeting this warranty, re-perform the non-conforming Services at no additional cost to Customer if notified of the non-conformity within thirty (30) days of delivery of the applicable Service, or if APS
determines such remedies to be impracticable within a reasonable period of time, terminate this Agreement and refund the portion of fees attributable to such non-conforming Services. EXCEPT FOR THE FOREGOING WARRANTY, ALL SERVICES, SOFTWARE AND DELIVERABLES ARE PROVIDED “AS IS” AND APS EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

17. Scope of Agreement

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement. For clarity, the parties acknowledge that the Software located on the Clerk’s self-hosted servers is subject to pre-existing software license agreements between the parties which shall remain in full force and effect pursuant to their terms.

18. Indemnification

The Contractor shall hold the County, the Clerk and their agencies, officers and employees (“Indemnified Parties”) harmless and shall indemnify the Indemnified Parties against any and all claims, suits, actions, liabilities and costs of any kind (“Claims”), including reasonable attorney’s fees, resulting from US or foreign copyright or patent infringement, personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the County, Clerk, their officers, agents or employees.

Neither by indemnification nor insurance do the Indemnified Parties waive any defenses or immunities which may be available to them, including those conferred by the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq, nor shall APS’s obligations under this Paragraph 18 be limited by reason of the enumeration of any insurance coverage or bond herein provided.

APS shall pay any final judgments awarded or settlements entered into, provided that: (i) APS is notified of such Claim promptly and in writing; and (ii) the Clerk and County shall not unreasonably refuse to cooperate with APS in its defense and settlement.
Pursuant to Illinois law, the state's attorney is the sole legal representative of the Indemnified Parties and shall control litigation on their behalf. No attorney may represent the same without the state's attorney first appointing such attorney as an assistant state's attorney for the limited purpose of such representation. The state's attorney will not unreasonably decline to appoint an attorney recommended by APS to defend the Indemnified Parties nor shall he or she unreasonably interfere with APS's control of the defense and settlement of any Claim arising under this Paragraph 18. Nothing in this Paragraph shall prevent the state's attorney from defending the Indemnified Parties though the use of his own agents, attorneys, and experts at the expense of the Indemnified Parties.

19. Applicable Law

The substantive and procedural laws of the State of Illinois shall govern this agreement in all respects and without regard to conflict of law principles. The exclusive venue for any court action in connection with this Agreement shall be the United States District Court for the Northern District of Illinois.

20. Limitation of Liability

APS SHALL NOT BE LIABLE TO CUSTOMER OR ANY TO THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOSSES CAUSED BY ANY OF THE SERVICES PROVIDED HEREUNDER EVEN IF APS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. THE CONTRACTOR'S LIABILITY TO THE CLERK FOR ANY CAUSE WHATSOEVER SHALL BE LIMITED TO THE PURCHASE PRICE OR FEES PAID TO THE CONTRACTOR FOR SERVICES THAT ARE THE SUBJECT OF THE CLERK'S CLAIM. THE FOREGOING LIMITATIONS DO NOT APPLY TO PARAGRAPH 18 OF THIS AGREEMENT OR TO DAMAGES RESULTING FROM PERSONAL INJURY CAUSED BY THE CONTRACTOR'S NEGLIGENCE.

21. Miscellaneous

Any waiver by either party of any breach of this Agreement, whether express or implied, will not constitute a waiver of any other or subsequent breach. No provision of the Agreement will be waived by any act, omission or knowledge of a party or its agents or employees except by an instrument in writing expressly waiving such provision and signed by a duly authorized officer of the waiving party. If any provision of this Agreement is adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Neither party shall be liable to the other for any delay or failure to perform any
obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to events which are beyond the reasonable control of such party, including but not limited to any strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or of telecommunications or data networks or services, or refusal of approval or a license by a government agency.

22. Notices.

All notices and requests in connection with this Agreement are deemed given as of the day they are received either by messenger, delivery service, or in the United States of America mails, postage prepaid, certified or registered, return receipt requested. Any such notices to Customer or APS should be sent to the addresses set forth below (or to such other address as a party may designate in writing to the other party pursuant to this notice provision):

<table>
<thead>
<tr>
<th>APS’ Address:</th>
<th>Copy to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advanced Public Safety, Inc.</td>
<td>Trimble Navigation Limited</td>
</tr>
<tr>
<td>Attention:</td>
<td>Attention: General Counsel – Legal</td>
</tr>
<tr>
<td>500 Fairway Drive, Suite 204</td>
<td>Notice</td>
</tr>
<tr>
<td>Deerfield Beach, FL 33441</td>
<td>935 Stewart Drive</td>
</tr>
<tr>
<td>USA</td>
<td>Sunnyvale, CA 94085</td>
</tr>
</tbody>
</table>

Clerk’s Address: USA

22. The previous contract between the parties hereto related to ReportBeam, the Professional Services Contract for e-Citation Technology Support, Contract No. APS-2011-1 signed by the Clerk on September 17, 2010 ("Previous Contract") is hereby terminated as of the date of the Effective Date of this Agreement unless the parties mutually agree in writing to maintain such previous contract in force, provided however that any prepaid balance under the Previous Contract shall not be refunded to the Clerk but may be credited to purchases of additional forms or reports to be defined in a separate agreement. The parties hereby waive any applicable notice provisions in, including the notice required by Section 6 of, the Previous Contract.

23. Both parties mutually agree that from time to time APS may upgrade the software or change product names within the product line. The Clerk agrees to such upgrades and changes, as long as functionality is not removed.

24. APS agrees that the Clerk or its designee will have access to the SQL tables contained in the Software for the purpose of querying, reading, and analyzing the Customer Data as needed by the Clerk.

Signature Page Follows
IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Agreement.

<table>
<thead>
<tr>
<th>Clerk of the Eighteenth Judicial Circuit Court of DuPage County, Illinois</th>
<th>Advanced Public Safety, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature on File</td>
<td>Signature on File</td>
</tr>
<tr>
<td>Name: Christopher Vacchiano</td>
<td>Name: William Martin</td>
</tr>
<tr>
<td>Title: Clerk of the Court</td>
<td>Title: General Manager</td>
</tr>
<tr>
<td>Date: 1/20/2013</td>
<td>Date: 1/16/2013</td>
</tr>
</tbody>
</table>
Attachment A
Support Services

1. Definitions
Except as otherwise defined in this Attachment A, capitalized terms herein shall have the meanings set forth in the Agreement.

1.1 "Documentation" means the user’s guide, product manual and/or operating instructions (if any and whether in printed or electronic format) supplied to the Customer by APS for aiding use of the Software. Documentation is deemed to include any APS-provided revisions thereof.

1.2 "Fix(es)" means an error correction or other update created to fix a previous Software version that does not substantially conform to its performance specifications in the Documentation.

1.3 "Minor Update(s)" occur(s) when minor enhancements are made to current features in the Software. A non-exhaustive list of examples of the types of enhancements that APS may consider to be Minor Updates is included in Schedule 2 attached hereto.

1.4 "Major Upgrade(s)" occur(s) when significant new features or enhancements are added to the Software, or when a new product containing new features replaces the further development of a current product line.

1.5 "Software" means (for purposes of this Attachment A) the Software modules as defined in the Agreement together with any associated Documentation (in any medium), Fixes, Minor Updates or Major Upgrades furnished to Customer under this Attachment A.

2. Software Support Services

2.1 Standard Support. APS will provide telephonic and email Software Support Services and, subject to Section 2.2 below, will use commercially reasonable efforts to correct or recommend a workaround solution for Software errors in accordance with the priority levels, times of service and escalation procedures set forth in Schedule 1 attached hereto. Such support is provided for the current release of the Software and any other release of the Software for up to one (1) year following APS's announcement of discontinuance of such Software release.

2.2 Corrective Maintenance. APS will use commercially reasonable efforts to provide Fixes and/or workarounds to correct errors in the Software discovered by the Customer conditioned on the following:

2.2.1 The error is promptly reported and sufficiently described in writing by the Customer in order for APS to reproduce it;

2.2.2 The error did not result from a modification of the Software done by someone other than APS (or without APS’s approval);

2.2.3 The error is not due to a failure of equipment, hardware, material or software (drivers, operating systems, networks, etc.) not supplied or supported by APS, and the error occurs through no fault of the Customer;

2.2.4 The Software is used in the form in which it was supplied and/or updated and/or upgraded by APS;

2.2.5 The Software is and has been at all times installed and used in a proper manner and in accordance with the instructions and Documentation supplied by APS.

2.3 Fixes, Updates and Upgrades. APS may from time to time develop Fixes, Minor Updates and Major Upgrades for release to its customers generally. During the Term, Customer will be entitled to receive Fixes and Minor Updates at no additional charge, subject to APS’s established procedures for delivery to its customers. Major Upgrades will be made available to Customer for an additional fee. APS will provide reasonable assistance to help Customer install and operate such
enhancements, provided that if APS agrees, in its sole discretion, to provide such assistance at Customer’s facility, such assistance shall be subject to supplemental charges as described in Section 2.5 below. APS reserves the right to determine, in its sole discretion, what constitutes a Fix, Minor Update or Major Upgrade.

2.4 Excluded Services. The Software Support Services provided by APS under this Agreement exclude training, software programming services (other than those characterized as Minor Updates), hardware or related supplies, upgrades or changes to third party software, or upgrades or changes to Software due to changes or upgrades in Customer or third party software that interfaces with Software. A non-exhaustive list of examples of Excluded Services is included in Schedule 2 attached hereto.

2.5 On-site Technical Support. On-site technical support is excluded from the Software Support Services provided by APS under this Agreement. APS may, however, in its sole discretion, make on-site technical support available to Customer at APS’s then current rates for such on-site technical support, plus travel and other reasonable expenses. On-site technical support will be furnished at mutually agreed times.

3. Customer Obligations – Software Support Services

3.1 Customer Contact. Customer shall designate and notify APS of Customer’s principal contact and one alternate back-up contact who are tasked with operation and maintenance of the Software for Customer (“Customer Contact(s).”) To the maximum extent practicable, Customer’s communications with APS will be through such designated Customer Contacts, and APS will have no obligation to provide Support Services to any other persons unless specifically agreed upon in writing.

3.2 Customer Cooperation. During the Term Customer agrees to:

3.2.1 promptly make available to APS without charge complete and accurate data, assistance and cooperation from Customer’s personnel as well as access to Customer’s facilities, systems and equipment (including but not limited to server and mobile devices) as reasonable and necessary to enable APS to carry out its Software Support Service obligations;

3.2.2 notify APS in writing immediately on becoming aware of a fault in the Software which might materially affect the operation of the Software;

3.2.3 use the Software in accordance with the Documentation and terms of this Agreement;

3.2.4 keep full security copies of all data processed by the Software in accordance with best computing practice;

3.2.5 ensure that all of the Clerk’s personnel, employees, consultants and contractors of Customer who use the Software or the Software Support Services are properly trained in respect of such use;

3.2.6 ensure that a suitable modem link (e.g., a VPN) as specified by APS is installed and operated by the Customer on the equipment on which the Software is to be located at its own expense, for the purpose of providing APS with remote access to the designated system to assist performance of the Software Support Services; and

3.2.7 use only the current release version of the Software as may be provided by APS from time to time.

Customer acknowledges and agrees that APS shall not be liable for any deficiency in performing the Software Support Services if the deficiency results from Customer’s failure to provide the foregoing cooperation.

3.3 Installation of Fixes, Updates and Upgrades. Customer agrees to install or request APS install all Fixes, Minor Updates and Major Upgrades in accordance with the instructions and in the order of receipt from APS.
3.4 No Modification of Software. Customer agrees not to modify, enhance or otherwise alter the Software unless and only to the extent specifically authorized in the Software user guide or manual furnished by APS or to the extent that the prior written consent of APS is obtained.

4. Technical Support Services and Dedicated Maintenance Services

4.1 Dedicated Maintenance Services. Upon completion of the migration of the Customer Data from the Clerk’s self-hosted servers to an APS, Trimble or third party server, APS agrees to maintain the hardware and infrastructure necessary to host the Software pursuant to the Dedicated Maintenance Services Support and System Performance Guidelines attached hereto as Schedule 3. Such Software, hardware and infrastructure will be hosted at a third party hosting facility under the control of third party service providers (“Hosting Facility”) and the technical support services APS provides hereunder is subject to the terms of service of such third party providers.

4.2 Customer Acknowledgements

(a) General. In connection with the Technical Support Services and Dedicated Maintenance Service. Customer acknowledges:

(i) APS is not responsible for the terms, conditions, obligations, or performance of or arising under agreements between Customer and any wireless network in connection with the Service;

(ii) APS assumes no responsibility for improper storage of Customer data or information or delivery of messages;

(iii) APS assumes no responsibility for the quality or accuracy of, or the inability to receive, access or use third-party software applications not provided by APS to which data or information is transmitted or received;

(iv) Wireless networks and coverage, and Internet access that are necessary for use and operation of the hardware, infrastructure and/or Dedicated Maintenance Service may be interrupted, terminated or restricted or the quality of the transmission may be diminished at any time. Actual coverage and operation of the Dedicated Maintenance Service may depend on system availability and capacity, system and equipment upgrades, repairs, maintenance, modifications and relocation, Customer’s equipment, signal strength, structural conditions, governmental regulations, suspected fraudulent activities, acts of God and other conditions beyond APS’ reasonable control.

(b) Privacy. Customer acknowledges that use of the Dedicated Maintenance Service may have user or constituent privacy implications. Whether, and to what extent, a user’s privacy rights are implicated may be affected by such things as: the use to which the Dedicated Maintenance Service is put; the information that is gathered by the Service; the dissemination of information that is gathered; the actions that are taken based upon the information gathered; the user’s or constituent’s knowledge and or consent to such monitoring; the policies and procedures that have been implemented and communicated by the administrator; and current federal and state laws, regulations and constitutional rights applicable to the user or constituent. Use of the Dedicated Maintenance Service may result in the receipt, storage or transmission of data that contains personally identifiable information of Customer, its users or constituents.

4.3 Coverage, Hosted Data Storage and Data Transmission. The Technical Support Services and Dedicated Maintenance Service and APS’s continuing obligation to provide them are dependent on the availability and coverage of wireless networks, computer networks, the hosting facility, and the Internet, which are owned and operated by third parties. APS will not be responsible for the unavailability, termination or performance degradation of or limits in wireless networks, wireless coverage, the hosting facility, or the Internet. APS may, in its sole reasonable discretion change the third party network or hosting facility used to access and use the Software and services.
Schedule 1
Error Priority Levels, Support Times, Escalation

I. TELEPHONE SUPPORT
APS will provide telephone assistance to Customer. Telephone Support hours are from 8:30 a.m. to 7 p.m. Eastern Time (ET), excluding weekends (Saturday and Sunday) and APS holidays. The telephone support number is 1-954-354-3000, option 3.

APS holidays are as follows:
- New Year’s Day
- President’s Day
- Memorial Day
- Pre-Independence Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve

II. ELECTRONIC MAIL SUPPORT
APS will provide electronic mail assistance to Customer. Electronic mail support hours are from 8:30 a.m. to 7 p.m. Eastern Time (ET), excluding weekends (Saturday and Sunday) and APS holidays. The email support address is support@aps.us.

III. PRIORITY LEVELS OF ERRORS
In the performance of Software Support Services, APS applies priority ratings to problems reported by Customer in the following manner:

A) Priority I Errors
- **Description:** Program errors that prevent some function or process from substantially meeting the functional specifications described in the Software Documentation, which materially affect the overall performance of the Software function or process, and for which no work-around solution is known.
- **APS Response:** APS will initiate the following procedures: (1) assign APS staff to correct the error; (2) provide Customer with periodic reports on the status of corrections; (3) commence work to provide Customer with a work-around, if a work-around can be determined, until final solution is available; (4) provide final solution to Customer as soon as it is available.

B) Priority II Errors
- **Description:** Program errors that prevent some function or process from substantially meeting the functional specifications described in the Software Documentation, but which has a reasonable work-around solution.
- **APS Response:** APS will provide a work-around solution to the Customer as soon as possible and shall exercise commercially reasonable efforts to include the Fix for the error in the next Software maintenance release.

C) Priority III Errors
- **Description**: Program errors that prevent some portion of a function from substantially meeting its functional specification described in the Software Documentation, but that do not materially affect the overall performance of the Software function.

- **APS Response**: APS may include the fix for the error in the next major release of the Software.

**IV. ESCALATION PROCEDURES**

The previous sections define the process for addressing errors that may arise with the Software. Sufficient Customer Contact information should be provided to APS so that either party can contact the other as needed if a problem arises.

In an urgent situation in which the Customer reasonably requires an escalation of the aforesaid Software Support Services support for Priority I or Priority II Error correction, Customer may contact the following APS personnel:

**Priority I and II Errors Only**

<table>
<thead>
<tr>
<th>Time of communication</th>
<th>APS Escalation Contact</th>
<th>Contact Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regular Business hours</td>
<td>Technical Support Department</td>
<td>Phone: 954-354-3000, option 3</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Email: <a href="mailto:support@aps.us">support@aps.us</a></td>
</tr>
<tr>
<td>Non-business hours</td>
<td>Technical Support Department</td>
<td>Phone: 954-354-3000, option 3</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Email: <a href="mailto:support@aps.us">support@aps.us</a></td>
</tr>
</tbody>
</table>
Non-Exhaustive List of Examples of Minor Updates

1. Update dropdown list values with no change in the list schema.
2. Update default values provided no software programming is required.
3. Modifications to support parsing query returns from Customer’s Mobile Data Client (MDC) for a state driver’s license, vehicle registration, or to add a new alert.
4. Modifications to support a new version of the Customer’s existing MDC or a new MDC being implemented by Customer, if said MDC is already supported in the software.
5. Modifications to support scanning or swiping of a new state driver’s license or vehicle registration.
6. Add, Change, Remove fields on the forms software interface, printed form and/or data export, required by applicable State law only but not including modifications to the software logic.
7. Modifications to the printed form to update the footer or other static text such as addresses, or other change required by applicable State law only.
8. Modifications to the export destination path.

Non-Exhaustive List of Examples of Excluded Services

1. Dropdown list schema change.
2. Modifications to support an MDC that is not already supported in the software.
3. Modification to support a non-driver’s license query return or scan such as a beat registration.
4. Add, Change, Remove fields on the forms software interface, printed form or data export not required by applicable State law.
5. Modifications to the software logic.
6. Cosmetic changes to the printed form such as adding thick dividing lines, etc.
7. Adding signatures, logos, etc.
8. Modifications to the data export such as:
   a. Conversion to new data format or schema
   b. Addition or change to any data transformation logic
9. Modifications to support different or additional hardware.
10. Technical services to execute a move and/or re-installation of APS Software due to Customer’s need to move to different hardware, or other Customer-driven reasons.
Schedule 3
Dedicated Maintenance Services Support and System Performance Guidelines

For the purpose of this Schedule 3 only, "Service" shall be defined as the Dedicated Maintenance Services.

1. Support. APS will provide its standard support services via telephone and electronic mail to Customer for Dedicated Maintenance Services. Support hours are from 8:30 a.m. to 7 p.m. Eastern Time (ET), excluding weekends (Saturday and Sunday) and APS holidays. The telephone support number is 1-954-351-3000, option 3. The email support address is support@aps.com.

APS holidays are as follows:
- New Year’s Day
- President’s Day
- Memorial Day
- Pre-Independence Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year’s Eve

Support hereunder does not include the following or related services to Customer: implementation services, configuration services, integration services, custom software development, modifications to the Service, training or assistance with administrative functions.

2. System Performance Guidelines

2.1 System Performance. The Service shall be available (defined below), 99.9% of the month, 24 hours a day 7 days a week, provided however, that APS may schedule periodic maintenance of the system. For purposes of this Service Availability Commitment, the Service shall be deemed available during periods of "Service Availability", which shall be deemed to exist when the Service can be accessed by Authorized End Users via the Internet or other applicable wireless technologies and APS is able to receive, store and transmit data to and from the Service (the "Availability Criteria").

2.2 Service Availability Performance. If, in any given calendar month, Service Availability is less than the Service Availability Commitment as calculated pursuant to the Availability Criteria, Customer may provide APS written notice of such Service Availability failure. APS and Customer shall cooperate (at no cost to Customer) to cure the Service Availability failure as quickly as possible from Customer’s delivery of such written notice. Notwithstanding anything herein to the contrary, the Service shall not be considered "unavailable" if APS’ failure to meet any of the Availability Criteria above is due to the following: (a) failure of utilities, services, equipment or systems not within APS’ reasonable control, including the Hosting Facility; (b) scheduled downtime or planned maintenance with advance written notice to Customer; (c) any act or omission of Customer; (d) Customer’s applications, facilities, or equipment; or (e) other causes beyond the reasonable control of APS, including without limitation, failure of a wireless network or the Internet, default of a common carrier, or other force majeure event.

2.3 Scheduled Downtime. From time to time, APS may schedule downtime periods in which maintenance to the Service is performed ("Scheduled Downtime"), thereby working to ensure further reliability and quality of Service. In the event of planned upgrades and maintenance, APS will provide Customer with at least five (5) days prior written notice of any such planned outage. APS will send planned and non-planned notifications to the Customer designated email address. Such notice shall set forth the planned completion time for the maintenance performed during the Scheduled Downtime. APS shall use its good faith efforts to schedule and perform Scheduled Downtime on off-peak usage days and
times appropriate for the region being served. Any Scheduled Downtime will not be subject to the Availability Criteria and will be excluded from the Service Availability calculations.

3. **Service Credits**

   Customer’s sole and exclusive remedy for APS’ failure to meet the Service Availability Commitment shall be to request a billing credit on its next invoice or if no further payments are due then a refund in an amount equal to one (1) hour toward the Monthly Service Fee for each full hour the Service was unavailable but in no event shall the billing credit for a month exceed the Monthly Service Fee. Customer must request a billing credit within ten (10) business days of the date the Service was unavailable.
AMENDMENT
TO
ELECTRONIC FORMS SERVICES CONTRACT

This Amendment (this "Amendment") amends the Electronic Forms Services Contract between Clerk of the Circuit Court of the Eighteenth Judicial Circuit, ("Customer") and Advanced Public Safety, an Aptean Company ("Aptean"), dated June 30, 2013 (along with any amendments and other addenda executed from time to time, collectively, the "Agreement"). in case of any conflict between the Agreement and this Amendment, the terms and conditions of this Amendment shall control. Except as otherwise modified herein, all terms and conditions of the Agreement shall remain in full force and effect. All capitalized terms used herein, and not otherwise defined herein, shall have their respective defined meanings as set forth in the Agreement.

WHEREAS, the parties desire that certain terms and conditions of the Agreement be modified as agreed by the parties.

NOW, THEREFORE, the parties agree that the following modifications are hereby made to the Agreement, and incorporated therein, as if the Agreement originally included the following modifications:

1. Section 5 of the Agreement is hereby modified by extending the term of this Agreement at the current fee structure for an additional year.

This Amendment constitutes the entire agreement between Customer and Aptean regarding the subject matter herein addressed, and fully supersedes any and all prior agreements or understandings, written or verbal, between Customer and Aptean.

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the last date entered in the signature blocks below (the "Effective Date").

Clerk of the Circuit Court of the
Eighteenth Judicial Circuit

Signature on File

Chris Rakiroskas
Name

Clerk of the Court
Title

9-22-17
Date

Advanced Public Safety

Signature on File

Katherine Dunn
Name

Vice President and General Counsel
Title

9/29/2017
Date

DocuSign Envelope ID: 1E6C7092-F423-45AB-B10C-4CF3BF88495
INTRODUCTION
This document describes the history of the Advanced Public Safety, Inc. (APS) electronic citation system used in DuPage County, touches on other e-citation vendors, and examines future alternatives.

HISTORY

APS
Beginning in 2007, after examining the capabilities of numerous vendors, the Circuit Clerk's Office contracted with Advanced Public Safety, Inc. (APS) for an enterprise license to provide DuPage County agencies with a county-wide electronic citations solution.

From 2007-2018, over $5 million has been invested for software development, cloud-hosting services, and support services for the APS electronic citation solution. Funding for this system comes from the Circuit Clerk’s E-Citation and Document Storage funds. Thirty-three (33) DuPage County policing agencies utilize the DuPage County electronic citation platform. The APS application (VP2) and Zebra citation printers are installed in over 1000 squad cars throughout the county. Electronic citations currently account for 76% of all citations filed in the 18th Judicial Circuit, allowing for a significant reduction in staffing required to process incoming tickets.

In order to create a robust and integrated “car-to-court” electronic citation platform, the Circuit Clerk’s office has deployed the following applications:
- IUCS (Illinois Uniform Configuration Service) – For defining and standardizing state offenses, local statutes and municipal ordinances, providing accurate officer court schedules, court locations, and managing caseloads in the traffic court calls.
- LEADER – Electronic citation review and agency court transmittal system, supporting both electronic forms and manual data entry of handwritten forms. Interfaces into DUCS to electronically transfer citation data and automatically create the court records.
- Applications that export the E-citation data into police department records management systems including Motorola NetRMS, New World Systems, OSSi, and DuPage ETSB’s new WebRMS platform, which is replacing NetRMS in 2019.
- An interface to automatically send all forms to the Statewide Citation Repository, which collects information on all law enforcement contacts within Illinois.

Current Status
After 10+ years of development and support from both APS and Circuit Clerk personnel, the highly integrated DuPage/APS e-citation environment is stable and ensures the accurate automated data entry into the court record. Hardware/software installations and upgrades are commonly performed with minimal impact. The environment is hosted in the cloud, and supported 24x7x365.
DuPage County Electronic Citations Overview
Office of the Eighteenth Judicial Circuit Clerk
09/10/2018

The following electronic forms have been/are being implemented to Illinois Supreme Court, IDOT and agency standards:

- Uniform Traffic Citation (UTC)
- UTC Written Warning
- Overweight (revisions currently in progress)
- Civil Law Violation (development currently in progress)
- Uniform Conservation Citation (UCC) (in design phase)
- Traffic Stop Statistical Study (TSSS) (aka Verbal Warning)
- Pedestrian Stop Statistical Study (PSSS) (development currently in progress)
- Notice to Appear/Non-Traffic Complaint (NTA/NTC)
- Witness Form
- Parking Ticket Form
- Tow Form

Current Contract

Currently, DuPage is contracted with APS through November 30, 2018 for a baseline amount of $450,000 annually. The original 5-year contract was extended for one additional year in 2017. Note this contract includes an “excessive citation volume” clause, in case more than 37,500 citations per quarter were written. The excess volume amounts have never been reached, but would have been charged at $3.00 per citation.

Other Illinois E-Citation Vendors

IT-Stability - In 2017, IT-Stability deployed electronic citation software in Hanover Park, Illinois. Their product supports UTC, NTA, Parking, Warnings, and TSSS forms, and does have integration to IUCS and LEADER. They also support the Cook County citation format. Their products are expanding into DeKalb County, and very recently into Will County.

TraCS – The new State Police e-citation system deployed in DuPage County in July 2018, and is being used statewide. This software was purchased from a vendor in Iowa. They support UTCs, Warnings, and Civil Law forms, and they are being electronically transmitted to the court via the LEADER interface. Overweight forms are tentatively scheduled in the near future. Local violations and ordinance violations are not supported in TraCS and there are no plans for enhancement. It is not known if the State Police would be in a position to bid on an RFP for their platform.

Quicket – Quicket Solutions is a young company that has a UTC form in production with the Lemont Police Department. The Clerk’s staff had an informational meeting with Quicket in 2016, and their solution was prohibitively expensive at that time. We believe this software is only in production with Lemont PD. They are not integrated with either IUCS or LEADER.

DigiTicket – DigiTicket writes UTC, Warning and TSSS forms, and was purchased by Madison and Bond County. Certain individual police agencies in the state have purchased the product independently, and are not running on a county-wide enterprise license. DigiTicket is based in Oklahoma and has a presence in more southern states. They are not integrated with either IUCS or LEADER.
Tyler Brazos — Cook County purchased the Tyler court case management system with the Tyler Brazos electronic citation option. This is a 5-year implementation, and the electronic citation portion has not yet begun. Brazos may be in limited production in Kane County. Tyler purchased Brazos in 2015, and this is a new product offering for them. They are not integrated with either IUCS or LEADER.

Alternatives Moving Forward

There are three alternatives for the future:

1. Stay with APS as a county-wide solution.
   - We have had discussions with APS regarding pricing for a new contract at $3.50 per ‘court-filed’ citation generated using their system (UTC, NTA, Overweight, CL, Conservation). There is no cost for forms that are not submitted to the court (e.g. - tow forms), or any case where the defendant is not found guilty.
   - Using recent years’ ticket volume, the cost of the new contract would be approximately $315,000 annually, for a savings of approximately $135,000 per year compared to our current contract.

2. Issue an RFP for vendors to become the new DuPage county-wide electronic citation vendor.
   - Any new vendor would need to implement or enhance functionality to support all Illinois e-citation forms, plus interfaces with LEADS, IUCS, LEADER, and data exports for agency records.
     - We obtained quotations from Tyler Technologies for Brazos, which was approximately $850,000 development costs, plus $225,000 annually. Brazos positions themselves as a close competitor to APS.
     - IT Stability implementation costs may be less since they already support interfaces to IUCS and LEADER for Hanover Park. Any additional form development (e.g. conservation, overweight) would incur additional costs, plus enhancements needed to meet our current application’s functional requirements, such as the data exports to police agency records systems.
   - Any new vendor implementation would involve squad car software installation, printer maintenance and police officer training for 1000+ officers. This would be a significant burden on some agencies, in both officer time and IT resources.

3. Cease support for a countywide enterprise license for electronic citations.
   - Due to budget constraints at the municipal level, only a few large agencies in DuPage County might be able to acquire an electronic citation system on their own.
   - The clerk’s office would return to manual data entry of citations and the subsequent quality assurance accuracy review, which would require the hiring of an estimated six (6) new staff members. The error rate for manual data entry would increase.
   - Citation records would take up to two (2) business days before becoming available in DUCS, slowing down access for adjunct departments like probation or the State’s Attorney’s Office.
   - Agencies would no longer maintain their officers, local violations or municipal ordinances in IUCS; the responsibility for those tasks would again fall to the clerk’s office.
   - This would severely hamper the clerk’s ability to make the electronic record in the traffic division the official court record, and restrict our ability to move towards a paperless
environment. In comparison, the electronic record in the civil division has been the official court record since 2014.

- The Clerk’s office is in no position to cease support for this initiative at this time.

**Recommendations**

Due to time constraints, a contract with APS is needed for FY 2019. Another vendor solution cannot be implemented by 12/1/2018.

In addition, it is our opinion that DuPage County’s best option is to continue the contract with APS over the short-to-medium term because:

1. The APS system is running on a modern technology platform, is fully integrated with both the Clerk’s environment and law enforcement’s records management systems, is stable and functioning well.
2. Police officers are trained and comfortable issuing citations in the APS environment.
3. The proposed cost of the APS contract has decreased.
4. It is unlikely a new vendor implementation would be cost effective:
   - Initial implementation cost could be very large (Brazos $850K)
   - Squad car software installation, officer training and re-development of agency interfaces would be costly to agencies and the Clerk.
5. While the alternative vendor offerings have improved significantly over the last few years, there is no vendor that offers the entire suite of forms and functionality that APS currently offers in DuPage County. The solution in DuPage County continues to be the premier example of an integrated car-to-court electronic citation platform in the state of Illinois.
AWARDING RESOLUTION TO
ALLIED UNIVERSAL SECURITY SERVICES
TO PROVIDE SECURITY SERVICES FOR THE COUNTY CAMPUS
(CONTRACT TOTAL AMOUNT $827,344.22)

WHEREAS, proposals have been taken and processed 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 Allied Universal Security Services, to provide security services for the DuPage County Campus, covering the period March 1, 2019 to February 28, 2020, for the Office of Homeland Security and Emergency Services/Security.

NOW, THEREFORE BE IT RESOLVED, that County Contract covering said, to provide security services to the County Campus for the Office of Homeland Security and Emergency Management/Security, for the period of March 1, 2019 through February 28, 2020, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Allied Universal Security Services, 587 Shuman Blvd., Suite 200E, Naperville, IL 60563, for a contract total amount not to exceed $827,344.22, per renewal option under Proposal P15-213-GV.

Enacted and approved this 27th day of November, 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>
</tr>
</thead>
</table>

SOLICITATION METHOD FOR SOURCE SELECTION

**Decision Memo Required**  Explanation of Request for Proposal (RFP) Instead of Bid - Most Qualified Offeror

Keith Briggs  Completed  11/06/2018 9:29 AM
Bernadette Mason  Completed  11/06/2018 9:30 AM
Kathy Ostrowski  Completed  11/06/2018 9:32 AM
James McGuire  Completed  11/06/2018 4:59 PM
Paul Rafac  Completed  11/08/2018 5:42 PM
Tom Cuculich  Completed  11/09/2018 7:40 AM
Kathy Ostrowski  Completed  11/14/2018 11:52 AM
Judicial/Public Safety Committee  Completed  11/20/2018 8:15 AM
Finance Committee  Pending  11/27/2018 8:00 AM
County Board  Pending  11/27/2018 10:00 AM
Purchase Requisition
Procurement Services Division

Date: Nov 5, 2018
MinuteTraq (IQM2) ID #: 13875
RFP, Bid or Quote #: ___________
Department Req #: ___________

Send Purchase Order To:
Vendor: Allied Universal  
Vendor #: 26099  
Attn: Jason Sowers  
Email: jason.sowers@asu.com  
Address: 587 Shuman Blvd. Suite 200 E  
City: Naperville  
State: IL  
Zip: 60563  
Phone: 630-276-7102  
Fax: 630-922-0497

Send Invoices To:
Dept: OHSEM  
Division: Security  
Attn: Keith Briggs  
Email: keith.briggs@dupageco.org  
Address: 421 N. County Farm Rd.  
City: Wheaton  
State: IL  
Zip: 60187  
Phone: 630-407-5225  
Fax: 630-407-5250

Send Payments To:
Vendor: Allied Universal  
Vendor #: 26099  
Attn: Jason Sowers  
Email: jason.sowers@asu.com  
Address: 587 Shuman Blvd. Suite 200 E  
City: Naperville  
State: IL  
Zip: 60563  
Phone: 630-276-7102  
Fax: 630-922-0497

Payment Terms: F.O.B.  
PO 20 Delivery Date: March 1, 2019  
Requisitioner: Keith Briggs

Use for PO25 only: Contract Administrator

PO25 only: Keith Briggs

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<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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<td>18</td>
<td>1130</td>
<td>1000</td>
<td>53090</td>
<td>27,344.22</td>
<td>827,344.22</td>
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</table>

Requisition Total: 827,344.22

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):

Attachment: Allied Universal - Requisition (JPS-P-0316-18 : Allied Universal Security Services)
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 hereinafter called the "County" and Universal Protection Service LP, D/B/A Allied Universal Security Services, of 1551 N Tustin Ave, Ste 650, Santa Ana, CA 92705, hereinafter called the "Contractor", witnesses;

The County and the Contractor have previously entered into a Contract, pursuant to Proposal P15-213-GV which became effective March 1, 2016, and which will expire February 28, 2019. The contract is subject to a final option to renew for a twelve (12) month period.

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

The contract renewal becomes effective March 1, 2019 and expires February 28, 2020 contingent upon any applicable Parent Committee and County Board approval.

ALLIED UNIVERSAL SECURITY SERVICES

Signature on File 10-3-18

SIGNATURE DATE

Michael Netzel
PRINTED NAME

COUNTY OF DU PAGE, ILLINOIS

SIGNATURE DATE

Glenda Vasak
Buyer II

Packet Pg. 88
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>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: OHSEM/Security</td>
<td>Contact: Keith Briggs</td>
<td>Phone: 630-407-5225</td>
<td>Assigned Committee: JPS</td>
</tr>
</tbody>
</table>

Description of Procurement/Scope of Work/Background: Physical Security services for one option year on the contract for the DuPage County Campus. Per RFP 15-213-GV, $827,344.22, an increase of two percent per contract agreement.

Reason for Procurement: The purpose is to access operational and fiscal opportunities to provide increased quality security services under County Board jurisdiction.

### FUNDING SOURCE
- [x] Procurement budgeted for (FY and budget code(s)): FY2019-1000-1130-53090
- [ ] Budget Transfer (Date) Add'l information

### DECISION MEMO NOT REQUIRED
- [ ] LOWEST RESPONSIBLE QUOTE # or BID # (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- [ ] RENEWAL, Enter Bid # ___________________________ (Intergovernmental Agreement)
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 [ ] 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 # P15-213-GV
- [ ] PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- [ ] OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- [ ] REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- [ ] OTHER THAN LOWEST RESPONSIBLE, BID # ___________________________

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

Keith Briggs Nov 5, 2018
Prepared By Date Recommended for Approval Date IT Approval, if required Date

### REVIEWED BY (Initials Only)

Buyer: Date 11-6-18 Procurement Officer Date 11-6-18
Chief Financial Officer (Decision Memos Over $25,000): Date 11-8-18 Chairman's Office (Decision Memos Over $25,000): Date 11-9-18

FORM OPTIMIZED FOR ADOBE AND ADOBE READER VERSION 9 OR LATER

Rev 1.8 9/11/17

Packet Pg. 89
Required Vendor Ethics Disclosure Statement

Company Name: Allied Universal
Company Contact: Jason Sowers
Contact Phone: (331) 223-2487
Contact Email: jason.sowers@aus.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 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

<table>
<thead>
<tr>
<th>Signature on File</th>
</tr>
</thead>
</table>

Printed Name

[Jason Sowers]

Title

[Business Development Manager]

Date

[10/3/18]

Packet Pg. 90
AWARDING RESOLUTION
ISSUED TO CHRISTA M. WINHERS, OF MULLEN & WINHERS P.C.,
FOR AN AGREEMENT TO PROVIDE PROFESSIONAL SERVICES
TO THE 18TH JUDICIAL CIRCUIT COURT
(CONTRACT TOTAL AMOUNT: $45,000)

WHEREAS, an agreement has been negotiated 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 provide professional services for a conflict attorney assigned to juvenile cases, representing abused, neglected, dependent or delinquent minors or family members, where the DuPage County Public Defender may not represent a party, including appeals in these matters, for the period December 1, 2018 through November 30, 2019, for the 18th Judicial Circuit Court.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to provide professional services for a conflict attorney assigned to juvenile cases, representing abused, neglected, dependent or delinquent minors or family members, where the DuPage County Public Defender may not represent a party, including appeals in these matters, for the 18th Judicial Circuit Court, for the period December 1, 2018 through November 30, 2019, for a contract total amount not to exceed $45,000.00.

Enacted and approved this 27th day of November, 2018 at Wheaton, Illinois.

______________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

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

**REQUISITION**

This form must accompany all County Purchase Requisitions.

### NEW PURCHASE ORDER REQUEST

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
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<td>12/1/2018 - 11/30/2019</td>
<td>JUDICIAL/PUBLIC SAFETY COMMITTEE</td>
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### SOLICITATION METHOD FOR SOURCE SELECTION

**Decision Memo Required**

- Other Professional Services - Detailed Vetting Process Required

- Lisa Herpel  
  Completed  11/09/2018 3:32 PM
- Bernadette Mason  
  Completed  11/13/2018 2:51 PM
- Kathy Ostrowski  
  Completed  11/13/2018 2:52 PM
- James McGuire  
  Completed  11/13/2018 3:16 PM
- Paul Rafac  
  Completed  11/13/2018 5:25 PM
- Tom Cuculich  
  Completed  11/14/2018 9:21 AM
- Kathy Ostrowski  
  Completed  11/14/2018 10:38 AM
- Judicial/Public Safety Committee  
  Completed  11/20/2018 8:15 AM
- Finance Committee  
  Pending  11/27/2018 8:00 AM
- County Board  
  Pending  11/27/2018 10:00 AM
**Purchase Requisition**  
**Procurement Services Division**

<table>
<thead>
<tr>
<th>Send Purchase Order To:</th>
<th>Send Invoices To:</th>
</tr>
</thead>
</table>
| **Vendor:** Mullen & Winthers, P.C.  <br>**Vendor #:** 30126 | **Dept:** 18th Judicial Circuit Court  
**Division:** |
| **Attn:** Christa M. Winthers  
**Email:** cwinthers@dupageattorneys.org | **Attn:** Accts Payable  
**Email:** |
| **Address:** 1N141 County Farm Rd.  
#230 | **Address:** 505 N. County Farm Rd.  
Room: 2015 |
| **City:** Winfield  
**State:** IL  
**Zip:** 60190 | **City:** Wheaton  
**State:** IL  
**Zip:** 60187 |
| **Phone:** 630-290-1345  
**Fax:** | **Phone:** 630-407-8901  
**Fax:** 630-407-8836 |

<table>
<thead>
<tr>
<th>Send Payments To:</th>
<th>Ship To:</th>
</tr>
</thead>
</table>
| **Vendor:** Mullen & Winthers, P.C.  
**Vendor #:** 30126 | **Dept:** 18th Judicial Circuit Court  
**Division:** |
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| **Address:** 1N141 County Farm Rd.  
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**Fax:** | **Phone:** 630-407-8901  
**Fax:** 630-407-8836 |

<table>
<thead>
<tr>
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<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
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</tbody>
</table>

**Requisition Total** $45,000.00

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

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

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

**Procurement Services Division**

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

<table>
<thead>
<tr>
<th>Requesting Department: Circuit Court</th>
<th>Department Contact: Lisa Herpel</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:lisa.herpel@18thjudicial.org">lisa.herpel@18thjudicial.org</a></td>
<td>Contact Phone: 407-8788</td>
</tr>
<tr>
<td>Vendor Name: Mullen &amp; Winthers, P.C.</td>
<td>Vendor #:</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.

To approve a new contract with Mullen & Winthers, P.C., attorney Christa M. Winthers, to provide professional services as a conflict attorney assigned to juvenile cases.

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

Attorneys are appointed by the Court to represent abused, neglected, dependent or delinquent minors or family members in cases where the DuPage County Public Defender may not represent a party, including appeals in these matters. Number of cases throughout the year on average 250.

### 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.

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

The position was posted in July, candidates were interviewed by a panel of judges and Christa M. Winthers was chosen.

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

1. To approve contract with Mullen & Winthers, P.C., attorney Christa M. Winthers
2. To appoint individual private attorney's per case, this would be significantly more expensive.
3. To add two juvenile conflict attorneys to the court's headcount.

### 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.

Total contract is $45,000.00 which is budgeted under account 1000-5900-53030 Legal Services.
AGREEMENT

This AGREEMENT ("Agreement") is effective as of the 1st day of December, 2018, and is entered into by and between the Eighteenth Judicial Circuit Court of DuPage County, ("COURT"), and Christa M. Winthers, of the Law Firm of Mullen & Winthers, P.C. ("ATTORNEY") an attorney licensed to practice law in the State of Illinois.

RECITALS

WHEREAS, the Court desires that the Attorney render certain services more fully described herein; and

WHEREAS, the Attorney has demonstrated knowledge and expertise in juvenile court law and procedures, has completed Guardian ad Litem training, and has represented that he/she has the requisite knowledge, skill, experience and other resources necessary to perform such services and is desirous of providing such services for the Court.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties hereby agree as follows:

1. **Incorporation of Recitals:** The matters recited above are hereby incorporated into and made a part of this Agreement.

2. **Term:** This Agreement is for a term commencing December 1, 2018 through November 30, 2019, unless terminated sooner as provided herein.

3. **Scope of Services:** Attorney agrees to provide representation to abused, neglected, dependent or delinquent minors or family members in cases where the DuPage County Public Defender may not represent a party, including appeals in these matters. The Court may, from time to time, request changes in the scope of services. Any such changes shall be documented by an amendment to this Agreement in accordance with State and County laws.

4. **Compensation and Payment:** Compensation for Services during the initial term shall not exceed $45,000.00 payable in monthly payments upon presentation of an invoice. Compensation shall be based on actual Services performed during the Term of this Agreement and the Court shall not be obligated to pay for any Services not in compliance with this Agreement. In the event of early termination of this Agreement, the Court shall only be obligated to pay the fees incurred up to the date of termination. In no event shall the Court be liable for any costs incurred or Services performed after the effective date of termination as provided herein. Attorney shall submit invoices referencing this Agreement with such supporting documentation as may be requested by the Court. The Court will process payment in its normal course of business.

5. **Non-appropriation:** Expenditures not appropriated in the current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event sufficient funds are not appropriated in a subsequent fiscal year by the Court for performance under this Agreement, the Court shall notify Attorney and this Agreement shall terminate on the last day of the fiscal period for which funds were appropriated. In no event shall the Court be liable to the Attorney for any amount in excess of the current appropriated amount.
6. **Events of Default and Remedies.**

6.1 **Events of Default.** Events of default include, but are not limited to, any of the following: (i) Any material misrepresentation by Attorney in the inducement of this Agreement or the performance of Services; (ii) Breach of any agreement, representation or warranty made by Attorney in this Agreement; or (iii) Failure of Attorney to perform in accordance with or comply with the terms and conditions of this Agreement.

6.2 **Remedies.** In the event Attorney defaults under this Agreement and such default is not cured within fifteen (15) calendar days after written notice is given by the Court, the following actions may be taken by the Court: (i) This Agreement may be terminated immediately; and (ii) The Court may deem Attorney non-responsible for future contract awards. The remedies stated herein are not intended to be exclusive and the Court may pursue any and all other remedies available at law or equity.

7. **Assignment:** Neither party may assign this Agreement nor any obligations imposed hereunder without the prior written consent of the other party.

8. **Confidentiality of Documents:** In the performance of Services, Attorney may have access to certain information that is not generally known to others (“Confidential Information”) and other information covered by the Juvenile Court Act. Attorney agrees not to use or disclose to any third party, except in the performance of Services, any Confidential Information or any records, reports or documents prepared or generated as a result of this Agreement without the prior written consent of the Court. Attorney shall not issue publicity news releases or grant press interviews, except as may be required by law, during or after the performance of the Services, nor shall Attorney disseminate any information regarding Services without the prior written consent of the Court. Attorney agrees to cause its personnel, staff and/or subcontractors, if any, to undertake the same obligations of confidentiality agreed to by Attorney under this Agreement. The terms of this Paragraph shall survive the expiration or termination of this Agreement.

9. **Representations and Warranties of Attorney:** Attorney represents and warrants that the following shall be true and correct as of the effective date of this Agreement and shall continue to be true and correct during the Term of this Agreement.

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

9.2 **Compliance with Laws.** Attorney is and shall remain in compliance with all local, state and federal laws, County of DuPage ordinances, and regulations relating to this Agreement and the performance of Services. Further, Attorney is and shall remain in compliance with all Court policies and rules, including, but not limited to, criminal background checks.

9.3 **Good Standing.** Attorney is not in default and has not been deemed by the Court to be in default under any other Agreement with the Court during the five (5) year period immediately preceding the effective date of this Agreement.
9.4 **Authorization.** In the event Attorney is an entity other than a sole proprietorship, Attorney represents that he/she has taken all action necessary for the approval and execution of this Agreement, and execution by the person signing on behalf of Attorney is duly authorized by Attorney and has been made with complete and full authority to commit Attorney to all terms and conditions of this Agreement which shall constitute valid, binding obligations of Attorney.

9.5 **Guardian ad Litem Training.** Attorney represents that he/she has completed all requirements of Guardian ad Litem training.

9.6 **Gratuities.** No payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act, was made by or to Attorney in relation to this Agreement or as an inducement for award of this Agreement.

9.7 **Malpractice Insurance Coverage.** At all times during the term of this Agreement, the Attorney shall maintain, at his/her sole expense, malpractice insurance coverage for the Attorney, its employees, officers and independent contractors.

10. **Independent Contractor:** It is understood and agreed that the relationship of Attorney to the Court is and shall continue to be that of an independent contractor and neither Attorney nor any of Attorney’s employees shall be entitled to receive County employee benefits. As an independent contractor, Attorney agrees to be responsible for the payment of all taxes and withholdings specified by law, which may be due in regard to compensation paid by the County. Attorney agrees that neither Attorney nor its employees, staff or subcontractors shall represent themselves as employees or agents of the Court. Attorney hereby represents that Attorney’s valid taxpayer identification number as defined by the United States Internal Revenue Code (social security number or federal employer identification number) is

11. **Indemnification:** Attorney agrees to indemnify and hold harmless the Court and DuPage County, its members, trustees, employees, agents, officers and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages and expenses of every kind, nature and character, including costs and attorney fees, arising out of, or relating to, any and all claims, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action of every kind, nature and character, in connection with or arising out of the acts or omissions of Attorney or its employees or its subcontractors under this Agreement. This includes, but is not limited to, the unauthorized use of any trade secrets, U.S. patent or copyright infringement. The indemnities set forth herein shall survive the expiration or termination of this Agreement. Notwithstanding the foregoing, the Attorney and Court shall not be deemed to have waived any rights, protections or immunities provided by law including, without limitation, those immunities provided under 745 ILCS 5/0.01, et. seq. (State Lawsuit Immunity Act) and 745 ILCS 10/1-101, et. seq. (Local Government and Governmental Employees Tort Immunity Act).

12. **Notices:** All notices required under this Agreement shall be in writing and sent to the addresses and persons set forth below, or to such other addresses as may be designated by a party in writing. All notices shall be deemed received when (i) delivered personally; (ii) sent by confirmed telex
or facsimile (followed by the actual document); or (iii) one (1) day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt.

**IF TO THE COURT:**  Eighteenth Judicial Circuit Court of Du Page County
505 North County Farm Road Room 2015
Wheaton, IL 60187
Attn: John Lapinski Court Administrator

**IF TO THE ATTORNEY:**  Christa M. Winthers
Mullen & Winthers, P.C.
1N141 County Farm Rd. #230
Winfield, IL 60190

13. **Entire Agreement and Amendment:** This Agreement, including all exhibits and referenced documents, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this agreement. No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of this Agreement is of no force or effect.

14. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to any conflict of law or choice of law principles.

15. **Waiver:** No delay or omission by the Court to exercise any right hereunder shall be construed as a waiver of any such right and the Court reserves the right to exercise any such right from time to time as often and as may be deemed expedient.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

**EIGHTEENTH JUDICIAL CIRCUIT COURT**

By: ________________________________  By: ________________________________

   Chief Judge

**ATTORNEY**

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

Vendor: Mullen & Winthers, P.C.
Vendor #: 30126

Contract Term: 12/1/18-11/30/19
Contract Total: $45,000.00

Dept: Circuit Court
Contact: Lisa Herpel
Phone: 407-8788
Assigned Committee: Judicial Public Safety

Description of Procurement/Scope of Work/Background
Professional services as a conflict attorney assigned to juvenile cases.

Reason for Procurement
Statutory need for the court to appoint an attorney for representation in juvenile cases.

FUNDING SOURCE
☒ Procurement budgeted for (FY and budget code(s)): FY2019 1000-5900-53030
☐ 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)
☐ 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 __________________________ Date: 11-7-18
Recommended for Approval __________________________ Date: 11-7-18
IT Approval, if required __________________________ Date: __________

Reviewed by (Initials Only)
Buyer __________________________ Date: 11-9-18
Procurement Officer __________________________ Date: __________
Chief Financial Officer __________________________ Date: 11-13-18
Chairman's Office __________________________ Date: __________

Packet Pg. 100
Attachment: Mullen - Checklist (JPS-P-0317-18 : Christa M. Winters, of Mullen & Winthers, P.C.)
## Required Vendor Ethics Disclosure Statement

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

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>Mullins &amp; Winters</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone:</td>
<td>630-290-1345</td>
</tr>
<tr>
<td>Company Contact:</td>
<td>Christa M. Winters</td>
</tr>
<tr>
<td>Contact Email:</td>
<td><a href="mailto:cwinters@dupageattorneys.org">cwinters@dupageattorneys.org</a></td>
</tr>
</tbody>
</table>

| Date: | Nov 5, 2018 |
| Bid/Contract/PO #: | 1126 |

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

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

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

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

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

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

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

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

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

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

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

**Signature on File**

<table>
<thead>
<tr>
<th>Printed Name</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>President</td>
<td>WINTHERS</td>
</tr>
</tbody>
</table>

| Date | 11-6-2018 |

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

2018-272
**PROCUREMENT REVIEW CHECKLIST**

**REQUISITION**

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TERM</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>REQUESTING DEPT.</th>
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<tbody>
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<td>October 24, 2018</td>
<td>12/1/18 - 11/30/19</td>
<td>$6,000.00</td>
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**SOLICITATION METHOD FOR SOURCE SELECTION**

- Bernadette Mason: Completed, 10/25/2018 11:53 AM
- Sharon Donald: Completed, 10/25/2018 2:34 PM
- John Schow: Completed, 10/25/2018 4:47 PM
- Kathy Ostrowski: Completed, 11/07/2018 7:49 AM
- Donald Carlsen: Completed, 11/07/2018 9:17 AM
- Wendi Wagner: Completed, 11/07/2018 10:06 AM
- James McGuire: Completed, 11/08/2018 6:01 PM
- Paul Rafac: Completed, 11/09/2018 8:04 AM
- Tom Cuculich: Completed, 11/09/2018 8:51 AM
- Kathy Ostrowski: Completed, 11/13/2018 8:16 AM
- Judicial/Public Safety Committee: Completed, 11/20/2018 8:15 AM
- Finance Committee: Pending, 11/27/2018 8:00 AM
- Technology Committee: Pending, 11/27/2018 9:00 AM
- County Board: Pending, 11/27/2018 10:00 AM
**Purchase Requisition**  
**Procurement Services Division**

**Send Purchase Order To:**

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

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<th>Dept:</th>
<th>Information Technology</th>
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</thead>
<tbody>
<tr>
<td>Attn:</td>
<td>Sarah Godzicki</td>
</tr>
<tr>
<td>Address:</td>
<td>421 N. County Farm Road</td>
</tr>
<tr>
<td>City:</td>
<td>Wheaton</td>
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<tr>
<td>Phone:</td>
<td>630-407-5037</td>
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**Send Payments To:**

<table>
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</thead>
<tbody>
<tr>
<td>Attn:</td>
<td>Sharon Donald</td>
</tr>
<tr>
<td>Address:</td>
<td>421 N. County Farm Road</td>
</tr>
<tr>
<td>City:</td>
<td>Wheaton</td>
</tr>
<tr>
<td>Phone:</td>
<td>630-407-8413</td>
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**Ship To:**

<table>
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<tr>
<th>Dept:</th>
<th>Probation &amp; Court Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn:</td>
<td>Sharon Donald</td>
</tr>
<tr>
<td>Address:</td>
<td>421 N. County Farm Road</td>
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**Payment Terms**

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**PO 20 Delivery Date**

| December 1, 2018 |

**Use for:**

<table>
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<th>Contract Administrator</th>
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**LN** | **Qty** | **UOM** | **Item Detail (Product #)** | **Description** | **FY** | **Dept #** | **Acctg Unit** | **Acct #** | **Sub-Accts and/or Activity #** | **Unit Price** | **Extension** |
<table>
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<tbody>
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<td></td>
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</tr>
</tbody>
</table>

**Requisition Total** $ 6,000.00

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

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

Per State of Illinois Master Contract CMS793372P

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

**Procurement Services Division**

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

<table>
<thead>
<tr>
<th>Requesting Department: Probation &amp; Court Services / DST Transport</th>
<th>Department Contact: Sharon Donald</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:Sharon.Donald@dupageco.org">Sharon.Donald@dupageco.org</a></td>
<td>Contact Phone: 630-407-8413</td>
</tr>
<tr>
<td>Vendor Name: Cellco Partnership dba Verizon Wireless</td>
<td>Vendor #: 10597</td>
</tr>
</tbody>
</table>

**Date:** Oct 24, 2018

**MinuteTraq (IQM2) ID #:** 13772

**Department Requisition #:**

---

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

Approve contract with Verizon Wireless to provide wireless services including basic cellular, smartphones, wireless data and push to talk features per State of Illinois Master Contract # CMS793372P in the amount of $6,000.00.

---

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

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

---

**Strategic Impact**

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

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

---

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

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

---

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

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

---

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

Funds have been identified in FY2019 budget 1400-6130-53260 to encumber in the amount of $6,000.
### Procurement Review Checklist

**Procurement Services Division**

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

<table>
<thead>
<tr>
<th>Date:</th>
<th>Oct 24, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>MinuteTraq IQM2 ID #:</td>
<td>13772</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Vendor:</th>
<th>Celco Partnership dba Verizon Wireless</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor #:</td>
<td>10597</td>
</tr>
<tr>
<td>Contract Term:</td>
<td>12/1/2018-11/30/2019</td>
</tr>
<tr>
<td>Contract Total:</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>Department:</td>
<td>Probation &amp; Court Services / DST Transport</td>
</tr>
<tr>
<td>Contact:</td>
<td>Sharon Donald</td>
</tr>
<tr>
<td>Phone:</td>
<td>630-407-8413</td>
</tr>
<tr>
<td>Assigned Committee:</td>
<td>Judicial/Public Safety &amp; Technology</td>
</tr>
</tbody>
</table>

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

**Reason for Procurement:**
To provide wireless service and equipment for the DST Transport unit for FY 2019.

### FUNDING SOURCE

- [x] Procurement budgeted for (FY and budget code(s)): FY 2019 1400-61 30-5326
- [ ] Budget Transfer (Date) ____________________ Add'l Information

### DECISION MEMO NOT REQUIRED

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

### DECISION MEMO REQUIRED

- [x] Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- [ ] Under Government Joint Purchasing Act (30ILCS525) select one below
  - State of Illinois - Master Contracts # CMS793372P

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

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

<table>
<thead>
<tr>
<th>KBT</th>
<th>Oct 16, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepared By</td>
<td>Date</td>
</tr>
<tr>
<td>SAD</td>
<td>Recommended for Approval</td>
</tr>
<tr>
<td>Oct 16, 2018</td>
<td>Date</td>
</tr>
<tr>
<td>IT Approval, if required</td>
<td>Date</td>
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</table>

### REVIEWED BY (Initials Only)

<table>
<thead>
<tr>
<th>Buyer</th>
<th>11-8-18</th>
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<tbody>
<tr>
<td>Date</td>
<td>Procurement Officer</td>
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<tr>
<td>11-8-18</td>
<td>Date</td>
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</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer</th>
<th>11-8-18</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Decision Memos Over $25,000)</td>
<td>Date</td>
</tr>
<tr>
<td>Chairman's Office</td>
<td>11-3-18</td>
</tr>
<tr>
<td>(Decision Memos Over $25,000)</td>
<td>Date</td>
</tr>
</tbody>
</table>

---

*FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER*
# Required Vendor Ethics Disclosure Statement

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

**Date:** 10/18/2018

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>Verizon Wireless</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone:</td>
<td>217-836-9229</td>
</tr>
<tr>
<td>Company Contact:</td>
<td>Alice Engle</td>
</tr>
<tr>
<td>Contact Email:</td>
<td><a href="mailto:Alice.Engle@verizonwireless.com">Alice.Engle@verizonwireless.com</a></td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

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

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

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

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

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

**Signature on File**

**Authorized Signature**

Todd Loccisano

**Printed Name**

**Title**

Executive Director - Contract Mgmt

**Date**

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

2018-273
Requisition under 25k dollars

2018-273

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>SHERIFF'S OFFICE</th>
</tr>
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<tbody>
<tr>
<td>October 31, 2018</td>
<td>$21,724.00</td>
<td></td>
<td></td>
<td>SHERIFF'S OFFICE</td>
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</table>

SOLICITATION METHOD FOR SOURCE SELECTION

<table>
<thead>
<tr>
<th>Name</th>
<th>Method</th>
<th>Date and Time</th>
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<tbody>
<tr>
<td>Bernadette Mason</td>
<td>Completed</td>
<td>11/02/2018 11:36 AM</td>
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<tr>
<td>Colleen Zbilski</td>
<td>Completed</td>
<td>11/02/2018 11:41 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>11/05/2018 4:13 PM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>11/06/2018 11:53 AM</td>
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<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>11/08/2018 5:45 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>11/13/2018 8:26 AM</td>
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<tr>
<td>Judicial/Public Safety Committee</td>
<td>Completed</td>
<td>11/20/2018 8:15 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>
<tbody>
<tr>
<td>Vendor: Field Forensics, Inc.</td>
<td>Dept: Sheriff/Law Enforcement</td>
</tr>
<tr>
<td>Attn: Craig Johnson</td>
<td>Division: Detectives</td>
</tr>
<tr>
<td>Email: <a href="mailto:cjohnson@fieldforensics.com">cjohnson@fieldforensics.com</a></td>
<td>Attn: Dan McCarthy</td>
</tr>
<tr>
<td>Address: 1601 3rd street south</td>
<td>Email: <a href="mailto:dan.mccarthy@dupagesheriff.org">dan.mccarthy@dupagesheriff.org</a></td>
</tr>
<tr>
<td>City: St. Petersburg</td>
<td>Address: 501 N. County Farm rd</td>
</tr>
<tr>
<td>State: FL Zip: 33701-5542</td>
<td>Room:</td>
</tr>
<tr>
<td>Phone: 1(727)490-3609</td>
<td>City: Wheaton</td>
</tr>
<tr>
<td>Fax:</td>
<td>State: IL Zip: 60187</td>
</tr>
<tr>
<td></td>
<td>Phone: 1(630)407-2131</td>
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</table>

<table>
<thead>
<tr>
<th>Send Payments To:</th>
<th>Ship To:</th>
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<tbody>
<tr>
<td>Vendor: Field Forensics, Inc.</td>
<td>Dept: Sheriff/Law Enforcement</td>
</tr>
<tr>
<td>Attn: Craig Johnson</td>
<td>Division: Detectives</td>
</tr>
<tr>
<td>Email: <a href="mailto:cjohnson@fieldforensics.com">cjohnson@fieldforensics.com</a></td>
<td>Attn: Major McCarthy</td>
</tr>
<tr>
<td>Address: 1601 3rd street south</td>
<td>Email: <a href="mailto:dan.mccarthy@dupagesheriff.org">dan.mccarthy@dupagesheriff.org</a></td>
</tr>
<tr>
<td>City: St. Petersburg</td>
<td>Address: 501 N. County Farm rd</td>
</tr>
<tr>
<td>State: FL Zip: 33701-5542</td>
<td>Room:</td>
</tr>
<tr>
<td>Phone: 1(727)490-3609</td>
<td>City: Wheaton</td>
</tr>
<tr>
<td>Fax:</td>
<td>State: IL Zip: 60187</td>
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<th>Use for</th>
<th>Contract Administrator</th>
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<td>PO25 only</td>
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<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
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<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>HandyRam II RAMAN Spectrometer</td>
<td>20</td>
<td>1B</td>
<td>1B</td>
<td>1B</td>
<td></td>
<td></td>
<td>21,724.00</td>
<td>21,724.00</td>
</tr>
</tbody>
</table>

**Requisition Total**: $21,724.00

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

funds to be expended through drug/treasury account

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

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

---

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER

Attachment: Field Forensics - Purchase Requisition (2018-273 : Field Forensics, Inc)
Procurement Review Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

Vendor: Field Forensics, Inc.  Vendor #: 30083  Contract Term: N/A  Contract Total: $21,724.00
Dept: Sheriff/Law Enforcement  Contact: Dan McCarthy  Phone: 630-407-2131  Assigned Committee: JPS

Description of Procurement/ Scope of Work/ Background:
The HandyRam II would be used for identifying illicit narcotics, controlled drugs, explosives materials, pharmaceutical ingredients
and a wide range of unknown substances by Drug Enforcement Deputies/Bomb Techs in the field and by Lab Techs. Device
would be used for the Deputies in the field.

Reason for Procurement:
To make it safer for Law Enforcement Officers and Lab Techs to be able to test for Heroin/Fentanyl and other dangerous
substances without having to physically handle the substance. There is no current device in use by the DuPage County Sheriff's
Office and this puts DuPage Sheriff's personnel at a higher risk to being injured for the type of work they must perform.

FUNDING SOURCE

☐ Procurement budgeted for (FY and budget code(s)): 2018 to be funded by Treasury account
☐ Budget Transfer (Date) _________ Add'l Information _________

DECISION MEMO NOT REQUIRED

☐ LOWEST RESPONSIBLE QUOTE # or BID # 18-204-SWF (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)

Major Dan McCarthy  Oct 31, 2018  Prepared By
Chief Frank Bibbiano  Oct 31, 2018  Recommended for Approval

REVIEWED BY (Initials Only)

Buyer  10/31/18  Procurement Officer  11-6-18
Chief Financial Officer  11-8-18  Chairman's Office  (Decision Memos Over $25,000)
## QUOTE

### ADDRESS
Sgt. Tara Campbell  
Dupage County Sheriff's Office  
501 n county farm road  
Wheaton Il 60188  
630-327-2546

### SHIP TO
Sgt. Tara Campbell  
Dupage County Sheriff's Office  
501 n county farm road  
Wheaton Il 60188  
630-327-2546

### QUOTE # QCL1406A

### DATE 10/25/2018

### EXPIRATION DATE 11/26/2018

### SHIP VIA
UPS Ground

### SALES REP
CJO

### ACTIVITY | DESCRIPTION | QTY | RATE | AMOUNT
--- | --- | --- | --- | ---
HandyRam II | "HandyRam II with Field Forensics branding. Standard library & Narcotics library - more than 500 compounds. Includes NuPerspective™ PC software. All accessories including battery charger and carrying case. Includes warranty for 5 years. | 1 | 21,599.00 | 21,599.00

### BANK WIRE FEES: Please note that for bank wire payments under US$500 to FFI there will be an additional fee of US$15; for wires of any amount, any intermediate-bank fees are the responsibility of the customer.

### CREDIT CARD FEES: If paying by credit card there will be an additional 2.5% fee.

### SUBTOTAL 21,599.00

### SHIPPING 125.00

### TOTAL USD 21,724.00
<table>
<thead>
<tr>
<th>Vendor</th>
<th>Field Forensics, Inc.</th>
<th>B&amp;W Tek</th>
<th>Treasure Electronics, Inc.</th>
<th>Safeware</th>
<th>Thermo Scientific</th>
<th>Thermo Scientific</th>
<th>Safeware</th>
</tr>
</thead>
<tbody>
<tr>
<td>Device Description</td>
<td>HANDY RAM II</td>
<td>TACTIC ID-N</td>
<td>NDS2000</td>
<td>TACTIC ID-N Narcotics Unit</td>
<td>TruNarc Model # 800-01045-01</td>
<td>TruNarc Model # 800-01045-01</td>
<td>TACTIC ID-GP Narcotics &amp; Explosives Unit</td>
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<td>Co-Operative Contract #</td>
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<td>GSA Contract # GS-07F-5668P</td>
<td>GSA Contract # GS-07F-9699S</td>
<td>U.S. Communities Contract #4400008468</td>
<td>GSA Contract # GS-07F-6099R</td>
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<td>$24,677.50</td>
<td>$27,923.43</td>
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<td>$45,855.00</td>
</tr>
</tbody>
</table>

NOTES:
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>
<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 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>
<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 disharmon 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

Craig Johnson

Title

President/CEO

Date

10/26/2018

Packet Pg. 114
Requisition under 25k dollars

2018-274
**PROCUREMENT REVIEW CHECKLIST**

**REQUISITION**

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>November 2, 2018</td>
<td>$5,858.00</td>
<td>12/22/18 - 12/21/19</td>
<td>CIRCUIT COURT CLERK</td>
</tr>
</tbody>
</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

- Bernadette Mason: Completed 11/02/2018 11:37 AM
- Kathy Ostrowski: Completed 11/05/2018 4:01 PM
- Wendi Wagner: Completed 11/05/2018 4:12 PM
- Donald Carlsen: Completed 11/06/2018 7:06 AM
- James McGuire: Completed 11/07/2018 3:27 PM
- Paul Rafac: Completed 11/08/2018 5:40 PM
- Kathy Ostrowski: Completed 11/13/2018 8:32 AM
- Judicial/Public Safety Committee: Completed 11/20/2018 8:15 AM
- Technology Committee: Pending 11/27/2018 9:00 AM

---

Requisition under 25k dollars

2018-274
### Purchase Requisition

**Procurement Services Division**

**Date:** Oct 30, 2018  
**MinuteTraq (IQM2) ID #:** 13805  
**Department Req #:**

**RFP, Bid or Quote #:**

---

**Send Purchase Order To:**

<table>
<thead>
<tr>
<th>Vendor: Logicalis</th>
<th>Vendor #: 12232</th>
<th>Dept: Circuit Court Clerk</th>
<th>Division: Accounting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Al Robles</td>
<td>Email: <a href="mailto:Al.robles@us.logicalis.com">Al.robles@us.logicalis.com</a></td>
<td>Attn: Julie Ellefsen</td>
<td>Email: <a href="mailto:julie.Ellefsen@18thjudicial.org">julie.Ellefsen@18thjudicial.org</a></td>
</tr>
<tr>
<td>Address: 3500 Lacey Road</td>
<td>City: Downers Grove</td>
<td>State: IL</td>
<td>Zip: 60515</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone: 630-737-1039</td>
<td>City: Downers Grove</td>
<td>State: IL</td>
<td>Zip: 60515</td>
</tr>
</tbody>
</table>

**Send Invoices To:**

<table>
<thead>
<tr>
<th>Vendor: Logicalis</th>
<th>Vendor #: 12232</th>
<th>Dept: Circuit Court Clerk</th>
<th>Division: Accounting</th>
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<tbody>
<tr>
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<td>Email: <a href="mailto:Al.robles@us.logicalis.com">Al.robles@us.logicalis.com</a></td>
<td>Attn: Julie Ellefsen</td>
<td>Email: <a href="mailto:julie.Ellefsen@18thjudicial.org">julie.Ellefsen@18thjudicial.org</a></td>
</tr>
<tr>
<td>Address: 3500 Lacey Road</td>
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<td>State: IL</td>
<td>Zip: 60515</td>
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</tbody>
</table>

**Send Payments To:**

<table>
<thead>
<tr>
<th>Vendor: Logicalis</th>
<th>Vendor #: 12232</th>
<th>Dept: Circuit Court Clerk</th>
<th>Division: Accounting</th>
</tr>
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<tbody>
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<td>Attn: Al Robles</td>
<td>Email: <a href="mailto:Al.robles@us.logicalis.com">Al.robles@us.logicalis.com</a></td>
<td>Attn: Julie Ellefsen</td>
<td>Email: <a href="mailto:julie.Ellefsen@18thjudicial.org">julie.Ellefsen@18thjudicial.org</a></td>
</tr>
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<td>Address: 3500 Lacey Road</td>
<td>City: Downers Grove</td>
<td>State: IL</td>
<td>Zip: 60515</td>
</tr>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone: 630-737-1039</td>
<td>City: Downers Grove</td>
<td>State: IL</td>
<td>Zip: 60515</td>
</tr>
</tbody>
</table>

**Payment Terms**

<table>
<thead>
<tr>
<th>Use for</th>
<th>Contract Administrator</th>
<th>Contract Start Date</th>
<th>Contract End Date</th>
<th>Use for</th>
</tr>
</thead>
<tbody>
<tr>
<td>PO25 only</td>
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<td>Dec 22, 2018</td>
<td>Dec 21, 2019</td>
<td>PO25 only</td>
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</tbody>
</table>

<table>
<thead>
<tr>
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<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
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<td>EA</td>
<td>VMWare Software Renewal</td>
<td>19</td>
<td>1400</td>
<td>6720</td>
<td>53807</td>
<td>5,858.00</td>
<td></td>
<td>5,858.00</td>
<td>0.00</td>
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<tr>
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<td>1</td>
<td>EA</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0.00</td>
</tr>
</tbody>
</table>

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

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

please send PO to Julie Ellefsen email above and to Mary Heaton (mary.heaton618thjudicial.org)

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

---

Packet Pg. 117
# Procurement Review Checklist

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions

Attach Required Vendor Ethics Disclosure Statement

---

**Vendor**: Logicalis  
**Vendor #:**: 12232  
**Contract Term**: 12/22/18-12/21/19  
**Contract Total**: $5,858.00

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

**Description of Procurement/Scope of Work/Background**: VMware Software Renewal

**Reason for Procurement**: Renewal of annual VMware software license

---

**FUNDING SOURCE**

- [x] Procurement budgeted for (FY and budget code(s)): 19-1400-6720-53807
- [ ] 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(S) (attach Sole Source Justification form)
- [x] PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00  
  Public Utility
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

---

**DECISION MEMO REQUIRED**

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

---

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

<table>
<thead>
<tr>
<th>mlih</th>
<th>Oct 30, 2018</th>
<th>K V</th>
<th>10/31/18</th>
<th>11/6/18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepared By</td>
<td>Date</td>
<td>Recommended for Approval</td>
<td>Date</td>
<td>Approval, if required</td>
</tr>
</tbody>
</table>

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>11/6/18</th>
<th>11/7/18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td>Procurement Officer</td>
<td>Date</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer</th>
<th>11/8/18</th>
<th>Chairman's Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td>(Decision Memos Over $25,000)</td>
<td>Date</td>
</tr>
</tbody>
</table>
### SUPPORT QUOTE SUMMARY

<table>
<thead>
<tr>
<th>Quote Number</th>
<th>Vendor</th>
<th>Support Contract ID</th>
<th>Coverage Start</th>
<th>Coverage End</th>
<th>Net Price</th>
<th>Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>VMware</td>
<td>31009840</td>
<td>12/22/2018</td>
<td>12/21/2019</td>
<td>$5,858.00</td>
<td>Mary Louise Heaton</td>
</tr>
</tbody>
</table>

**TOTAL SUPPORT COST**

**$5,858.00**

*VMware Support Renewal*

If perpetuity Licenses are quoted with a date prior to today's date, we are unable to change start dates without manufacturer approval. That would leave customers with a gap in maintenance. Maintenance is renewed from the date the prior agreement expired. This insures that the software version releases or updates to existing software are entitled to the customer to leave them fully covered if updates or releases in software versions are needed from the gap coverage timeframe.

Quotes are valid for 30 days, unless noted differently in the quote expiration field above. Cancellation of a contract and credit for any unused services can only be issued based on the manufacturer's End User License Agreement terms and conditions. Logicalis will only issue credit for support renewal services when the manufacturer has approved the cancellation and a credit return. The customer is responsible for verifying and approving correct quantities on maintenance renewal quotes prior to ordering. Any quantity adjustments after the order is accepted must be reviewed and accepted or denied by the manufacturer. In these situations, Logicalis will only issue credit if approved by the manufacturer.

Total excludes all taxes. If applicable, taxes will be applied and invoiced based upon the address(es) found on this quote.
If the address(es) are not correct, it is up to the customer to notify Logicalis when the quote is signed or when a PO is provided. They will be calculated at the current tax rate.

Note: The information in this proposal is considered proprietary and CONFIDENTIAL to Logicalis. By acceptance of this information, your company agrees to maintain this confidentiality and use such information for internal purposes only.

A Purchase Order or signature below is required to initiate this order:

** PLEASE INCLUDE QUOTE NUMBER ON PURCHASE ORDER **

[Signature on File]

Authorized Signature ___________________________ Date: 10/31/2018

Logicalis Terms Net 30

RENEWAL QUOTE
**PLEASE INCLUDE QUOTE NUMBER ON PURCHASE ORDER**

<table>
<thead>
<tr>
<th>Quote Number</th>
<th>Support Contract ID</th>
<th>Quote Date:</th>
<th>Quote Expiration</th>
<th>Net Price</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>0377387</td>
<td>10/25/2016</td>
<td>12/21/2018</td>
<td>$5,008.00</td>
</tr>
</tbody>
</table>

Quote Prepared for: DUPage County
Attention: Mary Louise Heston
630-407-8579
mheston@1sth Judicial.org
505 N County Farm Rd
WHEATON, IL 60187-3907

Quotes are valid for 30 days, unless noted differently in the quote expiration field above.

Cancellations of a contract and credit for any unused services can only be issued based on the manufacturer's End User License Agreement terms and conditions.

Logicalis will only issue credit for support renewals services when the manufacturer has approved the cancellation and a credit return.

The customer is responsible for verifying and approving correct quantities on maintenance renewal quotes prior to ordering.

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<table>
<thead>
<tr>
<th>Item Support Part #</th>
<th>QTY</th>
<th>Item Part Number</th>
<th>Serial Number</th>
<th>Description</th>
<th>Start Date</th>
<th>End Date</th>
<th>Unit Price</th>
<th>Sales Code</th>
<th>Address Line 1</th>
<th>Address Line 2</th>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>VC86-STD-P-SSS-C-R</td>
<td>1</td>
<td>VC86-STD-P-SSS-C</td>
<td>15470146</td>
<td>PRODUCTION SUPPORT/ SUBSCRIPTION VMware vCenter Server 8 Standard for vSphere 6 (Per Instance) for 1 Year -</td>
<td>12/22/2018</td>
<td>12/21/2019</td>
<td>$1,544.00</td>
<td>505 N County Farm Rd</td>
<td>WHEATON</td>
<td>IL</td>
<td>60187-3907</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>V86-ENT-P-SSS-C-R</td>
<td>6</td>
<td>V86-ENT-P-SSS-C</td>
<td>178471080</td>
<td>PRODUCTION SUPPORT/ SUBSCRIPTION VMware vSphere 6 Enterprise for 1 Processor for 1 Year -</td>
<td>12/22/2018</td>
<td>12/21/2019</td>
<td>$4,314.00</td>
<td>505 N County Farm Rd</td>
<td>WHEATON</td>
<td>IL</td>
<td>60187-3907</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Price: $1,544.00

GUT: 4.05.4

If upgrades/Downgrades are updated with a date prior to today's date, we are unable to upgrade start dates without customers approval.

That would leave customers with a gap in maintenance. Maintenance is renewed from the date the prior agreement expired.

This ensures that the software version releases or updates to existing software are entitled to the customer to leave them fully covered if updates or releases in software versions are needed from the gap coverage timeframe.

Janette Heston
8845 S. Hoj Ave., Suite 102, Tempe, AZ 85284
Phone: 480-306-7158
Fax: 480-292-5937
janette.horton@us.logicalis.com

Account Representative
Ali Robles
3500 Lacey Road, Downers Grove, IL 60515
Phone: 630-777-3637
Fax: 630-737-1039
Ali.Robles@us.logicalis.com

1.24.18 533

By signing this proposal you agree to the terms and conditions outlined above.

January 1, 2018
The United States of America

State of Illinois

County of DuPage

FUND AUTHORIZATION

The undersigned being the Chief Judge of the 16th 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.

1400-6720-53807

Requisition #: 13809

Logicalis
Al Robles
3500 Lacey Rd
Downers Grove, Il 60515

VMWARE SOFTWARE RENEWAL $ 5,858.00

APPROVED:

[Signature on File]

Hon. Daniel P. Guerin
Chief Judge

Date 10-20-17

Chris Kachiroubas, CLERK OF THE 18th JUDICIAL CIRCUIT COURT
WHEATON, ILLINOIS 60189-0707 ©
The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

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

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

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

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

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

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- 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

Title

Date

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

2018-275
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>November 2, 2018</td>
<td>01/01/2019 - 12/31/2019</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTRACT TOTAL AMOUNT</th>
<th>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>$6,725.74</td>
<td>CIRCUIT COURT CLERK</td>
</tr>
</tbody>
</table>

SOLICITATION METHOD FOR SOURCE SELECTION

- Bernadette Mason          Completed 11/02/2018 11:36 AM
- Kathy Ostrowski          Completed 11/05/2018 4:03 PM
- Wendi Wagner             Completed 11/05/2018 4:11 PM
- Donald Carlsen           Completed 11/06/2018 7:07 AM
- James McGuire            Completed 11/06/2018 4:48 PM
- Paul Rafac               Completed 11/08/2018 5:43 PM
- Kathy Ostrowski          Completed 11/09/2018 4:33 PM
- Judicial/Public Safety Committee Completed 11/20/2018 8:15 AM
**Purchase Requisition**  
**Procurement Services Division**

<table>
<thead>
<tr>
<th>Send Purchase Order To:</th>
<th>Send Invoices To:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor: Unified Power</td>
<td>Vendor: Unified Power</td>
</tr>
<tr>
<td>Attn: Rachel Fuller</td>
<td>Attn: Julie Ellefson</td>
</tr>
<tr>
<td>Email: <a href="mailto:rachel.fuller@unifiedpowerusa.com">rachel.fuller@unifiedpowerusa.com</a></td>
<td>Email: <a href="mailto:julie.ellefson@18thjudicial.org">julie.ellefson@18thjudicial.org</a></td>
</tr>
<tr>
<td>Address: 217 Metro Dr.</td>
<td>Address: 505 N County Farm Rd</td>
</tr>
<tr>
<td>City: Terrell</td>
<td>City: Wheaton</td>
</tr>
<tr>
<td>State: TX</td>
<td>State: IL</td>
</tr>
<tr>
<td>Zip: 75160</td>
<td>Zip: 60187</td>
</tr>
<tr>
<td>Phone: (972) 524-6050</td>
<td>Phone: 630-407-8590</td>
</tr>
<tr>
<td>Fax:</td>
<td>Fax:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Send Payments To:</th>
<th>Ship To:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor: Unified Power</td>
<td>Vendor: Unified Power</td>
</tr>
<tr>
<td>Attn: Rachel Fuller</td>
<td>Attn: Julie Ellefson</td>
</tr>
<tr>
<td>Email: <a href="mailto:rachel.fuller@unifiedpowerusa.com">rachel.fuller@unifiedpowerusa.com</a></td>
<td>Email: <a href="mailto:julie.ellefson@18thjudicial.org">julie.ellefson@18thjudicial.org</a></td>
</tr>
<tr>
<td>Address: 217 Metro Dr.</td>
<td>Address: 505 N County Farm Rd</td>
</tr>
<tr>
<td>City: Terrell</td>
<td>City: Wheaton</td>
</tr>
<tr>
<td>State: TX</td>
<td>State: IL</td>
</tr>
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<td>Zip: 75160</td>
<td>Zip: 60187</td>
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<tr>
<td>Phone: (972) 534-6050</td>
<td>Phone: 630-407-8590</td>
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**Header Comments** (these comments will appear on the PO20 and PO25 Purchase Order):

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

Please send PO to Julie Ellefson and to Mary Heaton (mary.heaton@18thjudicial.org)

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

<table>
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<tr>
<th>Vendor: Unified Power</th>
<th>Vendor #: 12694</th>
<th>Contract Term: 01/01/19-12/31/19</th>
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<td>Dept: Circuit Court Clerk</td>
<td>Contact: Kevin Vaske</td>
<td>Phone: 630-4078647</td>
<td>Assigned Committee: JPS</td>
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**Description of Procurement/ Scope of Work/ Background**
Annual maintenance on the Circuit Court Clerks UPS system.

**Reason for Procurement**
Renewal of annual maintenance

**FUNDING SOURCE**
- Procurement budgeted for (FY and budget code(s)): 19-1400-6720-53370
- 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)**

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<th>DAH</th>
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<td>Recommended for Approval</td>
<td>Date</td>
<td>IT Approval, if required</td>
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**REVIEWED BY (Initials Only)**

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<th>Chairman's Office (Decision Memos Over $25,000)</th>
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# 2019 DuPage County Judicial Center

**Invoice To:**
DuPage County Judicial Center  
505 North County Farm Road  
Clerk of the 18th Judicial Circuit Court  
Wheaton IL 6018

**End User:**
DuPage County Judicial Center

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**Subtotal:** $6,726.74
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## Summary

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## Agreement and Terms

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<td>Net 45 Days</td>
<td>1 Year Annual Billing in Advance</td>
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Proposal expires 30 days after the contract start date
Unified Power’s Terms & Conditions will apply to orders based on this proposal.

Unified Power’s Standard Terms attached to this proposal are part of this Agreement and constitutes the entire Agreement between the parties and shall exclusively control the relationship of the parties, with regard to this Agreement. Printed, preprinted or other terms on the face or reverse side of Buyer’s Purchase Order shall not be binding. By signing below the Purchaser represents that it is the owner of the Covered Equipment or, if it is not the owner that it has the authority to enter into this agreement.

Unified Power

Signature: ____________________________
Date: ________________________________
Printed Name: _________________________
Title: ________________________________

DuPage County Judicial Center

Signature: ____________________________
Date: 11/11/18
Printed Name: Kevin Vaske
Title: Director
Service Agreement

UNIFIED POWER will provide scheduled or remedial services (hereinafter referred to as service) in accordance with the manufacturer’s specifications, as further defined in UNIFIED POWERS Proposal (Proposal) attached hereto. This Service Agreement is made and entered into by UNIFIED POWER and Customer expressly subject to the standard commercial Terms and Conditions of UNIFIED POWER all of which are incorporated by reference herein as if fully copied and set forth at length.

A. SCHEDULED MAINTENANCE:

1. The Preventive Maintenance (PM) inspection requirements will be scheduled during the Agreement period. Unless otherwise agreed in applicable Proposal:
   a. Minor inspection(s) (if applicable) will be scheduled at the convenience of UNIFIED POWER and normally will not require a system shutdown.
   b. The Major inspection will be scheduled at the convenience of the Customer and may require a full system shutdown.

2. If a PM cannot be scheduled within any annual term due to Customer delay, such PM will be forfeited. No prorated PM value will be refunded.

B. EMERGENCY MAINTENANCE:

1. UNIFIED POWER will provide an emergency telephone number for notification by Customer of the need for emergency maintenance. For equipment covered by Remedial maintenance, UNIFIED POWER will determine the extent of the emergency and will take the necessary corrective action. If repairs are to be charged at Time & Materials (T&M) rates (attached), such service must be approved by Customer prior to dispatch (Refer to Section D). Emergency maintenance is defined, for purposes of this Agreement, as the maintenance required to restore the equipment listed in Appendix I to manufacturers agreed specifications following an unexpected interruption in service of said equipment.

2. UNIFIED POWER will make every reasonable effort to provide emergency maintenance as soon as possible and according to the response time schedule specified in the Proposal, subject to Customer acceptance and approval in case of T&M coverage.

   *RESPONSE TIME IS DEFINED, FOR PURPOSES OF THIS AGREEMENT, AS THE TIME FROM RECEIPT OF AN EMERGENCY CALL BY UNIFIED POWER, TO THE ARRIVAL OF AN ENGINEER ON SITE AT THE EQUIPMENT LOCATION.

3. UNIFIED POWER will provide remedial maintenance for problems not immediately affecting system reliability on a 0700 to 1800 hours Monday through Friday basis.

C. PARTS REPLACEMENT:

1. If Parts coverage is specified for equipment specified in the Proposal, REPLACEMENT OF CUSTOMER PARTS USED IN REPAIR OF SAID EQUIPMENT IS INCLUDED, with exception of Batteries (unless specifically included in the Proposal), major magnetics, and full AC or DC capacitor replacement. If any equipment covered by a Full Service program is no longer supported by its original equipment manufacturer, it is agreed that parts replacement for said equipment will be provided on a best-effort basis, and if parts are unavailable from any known source then the coverage for the equipment will revert to PM-Only and the contract value adjusted accordingly.

2. Any parts replaced under this Agreement will become the property of Unified Power.

D. ITEMS NOT COVERED BY THIS AGREEMENT:

1. Equipment modification or any additional testing beyond the scope described herein and attached, and testing of equipment modifications made by Customer are not covered by this Agreement.

2. Work not covered by this Agreement will be evaluated by UNIFIED POWER and, if agreed to by both parties, will be performed on a time and material basis as set forth in attached T&M rates.

E. EQUIPMENT LOCATION:

1. Maintenance of equipment covered under Remedial service is to be provided at the location specified in the Proposal only.

2. Customer will provide adequate working space and facilities for use by UNIFIED POWER and proper storage of spare parts. Customer will allow UNIFIED POWER ready access to Customer site and equipment, subject to Customers reasonable internal security and safety rules.

F. BATTERIES:

1. Battery maintenance is the sole responsibility of the Customer unless battery coverage is specified in the Proposal. In the event that battery maintenance is provided by UNIFIED POWER, it will be performed in accordance with general manufacturer’s recommendations and standard industry practice. UNIFIED POWER assumes no responsibility for the proper dissemination or accuracy of recommendations of individual manufacturers.

Unified Power
217 Metro Dr., Terrell, TX 75160
Phone: 972.524.6050 Fax: 972.524.7954
www.unifiedpowerusa.com

Page 4 of 13
PROPOSAL #: 74474
Date: 9/19/2018
G. TERM and TERMINATION:

1. This Agreement shall automatically be renewed for successive twelve (12) month periods at prices in effect at the time of each renewal. Customer will be provided written notice of renewal of the Agreement approximately 60 days prior to its expiration stating the prices for the applicable renewal term. In the event Customer elects not to renew this Agreement, Customer shall provide thirty (30) days written notice prior to its expiration.

2. Notwithstanding the foregoing, Customer or UNIFIED POWER may terminate this Agreement at any time upon thirty (30) days written notice to the other, in which case i) Customer will be liable for any service rendered to the reasonable satisfaction of Customer prior to the effective date of termination; and ii) UNIFIED POWER, at its discretion, shall provide a credit against any advance payments received as follows: a) a prorated amount based on the terminated portion of the fixed-price fee due UNIFIED POWER; or b) an amount based on the difference between the amount paid by Customer prior to the effective date of early termination and the actual cost of service provided (including emergency repair calls) by Unified Power prior to the effective date of early termination.

H. EXCLUSIONS:

1. If included under Remedial coverage, equipment that has not been serviced by UNIFIED POWER is subject to inspection by UNIFIED POWER to determine if it is in acceptable working condition prior to acceptance of this Agreement by UNIFIED POWER. As determined by results of the first preventive maintenance inspection under this Agreement, any remedial action required to bring covered equipment into compliance with manufacturer's specifications will be at Customer's sole expense under the time and material charges at the attached T&M rates. If Customer declines to approve such remedial action, the Agreement will be voided and any payments already received by UNIFIED POWER will be refunded, less any charges (at aforementioned T&M rates) for services already expended under the Agreement.

2. Labor will be charged to and paid by Customer at the attached T&M rates, for the repair or service of the equipment covered as Remedial Service under this Agreement. In the event any of the following conditions occur during the term of this Agreement:

a. Persons other than UNIFIED POWER attempt to repair or maintain the equipment covered by this Agreement;
b. Damage to the equipment covered by this Agreement results from acts of God or any and all external causes including, but not limited to, any and all insurable risks. This limitation specifically excludes acts by UNIFIED POWER, its agents, or employees;
c. Damage to equipment covered by this Agreement results from failure to maintain a reasonable temperature or state of cleanliness at the covered equipment location;
d. Reasonable access to the covered equipment is denied to UNIFIED POWER;
e. Service calls are requested by Customer which are unrelated to the equipment covered under this Agreement;
f. Service is required due to misuse or improper operation of the covered equipment beyond the manufacturers' specifications for the equipment covered under this Agreement;
g. UNIFIED POWER is required to stay at Customer's site more than one hour after repairs are completed because Customer has elected not to place equipment back in service upon completion of repairs; and,
h. UNIFIED POWER is required to use outside personnel to provide services under this Agreement. The cost of any such outside personnel shall be Customer's sole responsibility.

I. SAFETY REPRESENTATIVE:

1. Customer agrees to provide a safety representative and that representative will be available at the equipment location whenever UNIFIED POWER is performing services under this Agreement on equipment under line power. Customer will further ensure that the safety representative understands where and how to disconnect power and has sufficient physical capabilities to accomplish same.

J. CUSTOMER RESPONSIBILITIES:

1. Notwithstanding any other provision of this Agreement, Customer shall provide proper and reasonable maintenance and access to all equipment covered by this Agreement. Customer shall also provide the following:

a. A Safety Representative, as provided for in Paragraph I;
b. Inspection and replacement of air filters on a routine basis;
c. All applicable equipment areas kept clean and free of loose debris;
d. A temperature in all applicable equipment areas at or below 84 degrees Fahrenheit at all times;
e. Humidity control in all applicable equipment areas to prevent condensation;
f. Covered equipment areas free of corrosive elements that affect the operating life of equipment.

K. ASSIGNMENT/SUBCONTRACTING:
1. Neither party to this Agreement shall have the right to assign its rights or delegate its duties under this Agreement without the prior written consent of the other party which shall not be unreasonably withheld. This provision shall not act to prevent and/or restrict either party from an assignment to accomplish a change and/or modification of corporate structure provided that such changes and/or modifications do not materially and adversely affect the other party to this Agreement. In addition, UNIFIED POWER shall have the right to subcontract any of the work that is the subject of this Agreement.
Critical Power Service

Attachment U100

Unified Powers Critical Power Service (CPS) includes the following:

Repair of the Electronics or power module portion of the UPS System. These Services shall be performed during the contracted period of maintenance (CPM) at no extra charge to the client. Unless otherwise specifically stated on the Service Agreement or accompanying Proposal, Unified Power (Contractor) shall respond to an emergency at the client's site the next business day after Contractor acknowledges client's request.

Emergency Service Repair includes labor, parts and expenses required to repair client's system. Should the client possess a spare parts kit, the Contractor may use those spare parts during the repair of the system and shall replace the spare parts with the same or similar products.

Exclusions: Unless otherwise specifically stated in the Service Agreement or this Attachment U-100, the following parts and/or services are excluded: Full DC or AC capacitor replacements, Battery Plant replacement or parts associated directly with the battery plant, External breakers and switchgear. Repair of pre-existing conditions, damages caused by others.

CPS Preventive Maintenance is not included by this Agreement, but it is recommended. Prior to the acceptance of this Agreement and commencement of CPS a pre-site survey by Contractor is required.

Rev. 03/10/14
UPS Inspection Major

Attachment U200

The following is an outline of general items reviewed and evaluated by Unified Power (Contractor) during a Major PM inspection of the UPS Power Module (PM Services). PM Services are performed during the Contracted Period Maintenance (CPM) at no extra charge to the client. All inspections are designed to be performed during off line operation, in the bypass mode. A review of all hardware and/or processes may not be applicable to all equipment models. UP offers standardized Methods of Procedure (MOPs) to be followed in conjunction with PM Services, specialized MOPs are available on request and charged based on Preferred Time and Material Rates (U-901).

Clients canceling a PM Service less than 24 hours prior to the scheduled appointment time may forfeit PM Service under the Agreement. Furthermore, Contractor will make a maximum of (3) attempts to schedule the PM Service inspections. Failure by client to respond or allow access to clients facilities by Contractor may result in forfeiture of the PM Services otherwise available to client from Contractor.

I. Visual Inspection
   A. Inspect all printed circuit boards connections for cleanliness, swab contacts if necessary.
   B. Inspect all power connections for signs of overheating.
   C. Inspect all subassemblies, bridges and legs for signs of component defects or stress.
   D. Inspect all DC capacitors for signs of leakage.
   E. Inspect all AC capacitors for signs of leakage.
   F. Inspect and inventory all customer owned spare parts.
   G. Inspect for, and perform as required, any open engineering changes.

II. Internal Operating Parameters
   A. DC Ground Detection Offset
   B. Inverter leg current average balance
   C. Output filter current average phase balance
   D. Rectifier bridge current average leg balance
   E. AC Protection settings and operation
   F. DC Protection settings and operation
   G. Input and Output Frequency and Voltage Bandwidth settings.
   H. Verify DC filter capacitance.
   I. Verify AC tank and trap filter capacitance.
   J. Power Supply voltages and waveforms.
   K. Replace Power Module power supply back up control battery cells.
   L. Static Switch leakage testing

III. External Operating Parameters
   A. System Input Voltages (all phases)
   B. System Input Currents (all phases)
   C. DC Charging Voltage (float and equalize), record settings, adjust to nominal
   D. Rectifier phase on and walk up
   E. Inverter phase on and walk up
   F. Adjust all panel meters to measured values
   G. System Bypass Voltages (all phases)
   I. Outage simulation, and battery capability testing, and verify charger current limit.
   J. Generator operation and interface verification.

IV. Environmental Parameters
A. UPS area ambient temperature and condition of ventilating equipment.
B. General Cleanliness of UPS Power Module
C. General Cleanliness of UPS area.
D. Replace all air filters.
E. Clean control panel/CRT screen.

V. Battery Cabinet Checks
   A. General appearance of Battery System (all types)
   B. General cleanliness of Battery System area (all types)
   C. Battery System area ambient temperature and condition of ventilating equipment.

VI. Monitoring System Parameters
   A. Alarm archive review and printing
   B. Alarm lamp test - local and remote
   C. Replace all open monitor bulbs

VII. General
   A. Customer Consultation
   B. Verbal Recommendations
   C. General Observations

Following the Major PM inspection, a written report will be provided detailing the results of the inspection, and making specific recommendations toward future remedial action, upgrades, or sparing.

Rev. 02/28/14
UPS Minor Inspection

The following is an outline of general items reviewed and evaluated by Unified Power (Contractor) during a Minor PM inspection of the UPS Power Module (PM Services). PM Services are performed during the Contracted Period Maintenance (CPM) at no extra charge to the client. All inspections are designed to be performed during off line operation, in the bypass mode. A review of all hardware and/or processes may not be applicable to all equipment models. UPH offers standardized Methods of Procedure (MOPs) to be followed in conjunction with PM Services, specialized MOPs are available on request and charged based on Preferred Time and Material Rates (U-901).

Clients canceling a PM Service less than 24 hours prior to the scheduled appointment time may forfeit PM Service under the Agreement. Furthermore, Contractor will make a maximum of (3) attempts to schedule the PM Service inspections. Failure by client to respond or allow access to clients facilities by Contractor may result in forfeiture of the PM Services otherwise available to client from Contractor.

I. Visual Inspection
   A. Inspect the proper operation of all cooling fans.
   B. Inspect all power connections for signs of overheating.
   C. Inspect all DC capacitors for signs of leakage.
   D. Inspect all AC capacitors for signs of leakage.
   E. Inspect and inventory all customer owned spare parts.
   F. Inspect for and note any open engineering changes.

II. Internal Operating Parameters
    A. Rectifier bridge current average leg balance.
    B. Inverter leg current average balance.
    C. Power Supply voltages and waveforms.
    D. Power Supply back up control battery cell voltages.
    E. Output filter current average phase balance.

III. Environmental Parameters
     A. UPS area ambient temperature and humidity.
     B. Operating condition of ventilation and cooling equipment.
     C. Cleanliness of UPS Power Module.
     D. Cleanliness of UPS area.
     E. Cleanliness of all air filters (replace if necessary)

IV. Battery Checks
    A. Battery System area ambient temperature and humidity.
    B. Operating condition of ventilation and cooling equipment.
    C. General appearance of Battery System (all types)
    D. General cleanliness of Battery System area (all types)

V. Monitoring System Parameters
    A. Download of alarm history / event queue.
    B. Download of present front panel metering values.
    C. System Input Voltages, Currents, and Frequency (all phases).
    D. Rectifier Input Voltages, Currents, and Frequency (all phases).
    E. DC Charging Voltages and Current
    F. Inverter Output Voltages, Currents, and Frequency (all phases).
    G. System Output Voltages, Currents, and Frequency (all phases).
    H. System Bypass Voltages and Currents (all phases).
I. Download of battery self-test data
J. Download of unit configuration report
K. Operation of control and status panel lamp tests - local and remote
L. Operating status of remote monitor status panels

VI. General
   A. Customer Consultation
   B. Verbal Recommendations
   C. General Observations
   D. Submit Report within 5 days

Rev. 02/28/14
Valve Regulated Battery System (Sealed)

Annual/Semi-Annual Inspection

Attachment U300

The following is an outline of general items reviewed and evaluated by Unified Power (Contractor) during an inspection of the battery plant (Battery PM Services). Battery PM Services are performed during the Contracted Period Maintenance (CPM) at no extra charge to the client. No Battery PM Services will be performed on Holidays observed by Contractor. All inspections are designed to be performed during on-line operation. A review of all hardware and/or processes may not be applicable to all equipment models.

Clients canceling a Battery PM Service less than 24 hours prior to the scheduled appointment time may forfeit Battery PM Service under the Agreement. Furthermore, Contractor will make a maximum of (3) attempts to schedule the Battery PM inspections. Failure by client to respond or allow access to clients facilities by Contractor may result in forfeiture of the Battery PM Services otherwise available to client from Contractor.

Annual/Semi-Annual Maintenance Inspection Includes:

- Measure and record total system float voltage and individual battery voltages using a digital voltmeter.
- Batteries may be load tested with a portable tester applying 2.5 times its ampere hour rating for 15 seconds and record battery voltage at end of test period. Batteries may also have the internal resistance, impedance or conductance recorded as well as load testing 10% during bi-annual inspections.
- Measure and record ambient temperature and all negative post temperatures.
- Measure and record all of the intercell/unit connector and battery cable contact resistances using a digital low resistance ohmmeter to verify that connection resistances are within the acceptable values determined for the particular battery, per manufacturers guidelines. Not applicable to units with spade terminals.
- Visually inspect conditions and appearance of the following:
  - Main terminal connections, intercell/unit connectors, cables, and associated hardware.
  - Cell/unit covers, containers, and post seals.
  - Battery racks or cabinets and associated components and hardware.
- Mechanics and Housekeeping Review:
  - Spot check, torque on battery rack frames, rails and braces.
  - Retorque all battery connections found to be beyond acceptable contact resistance values. Connection resistances remaining above acceptable limits should be analyzed to determine the effect of the increased resistance on connection integrity, remedy as required.
  - Perform cleaning of accessible surfaces and surrounding areas.
- Inspect and/or adjust the following:
  - Float and equalize voltage settings.
  - Operation of output current and voltage meters.
  - General housekeeping of equipment.
- Review of Customer maintained records and safety documentation:
  - Check for warning/hazard labels and operation information placards.
  - Inspect area for safety equipment if required.
- Provide Customer with a written report:
  - Describe condition of the batteries and any maintenance which Contractor deems necessary.
  - Submit Report within 5 days

Rev. 9/17/13
Preferred Time and Material Rates

Attachment U901

Preferred Time and Material rates apply to remedial/emergency services performed by Unified Power engineers on contracted clients. Remedial service requiring emergency response for equipment failures is available 24 hours a day, 365 days a year. Rates do not apply to scheduled services, such as special testing, battery string replacement, or other specific services which are quoted on a fixed-price basis upon request. Contracted clients receive 15% off of standard labor rates and discounts off of parts list price.

Unified Power’s Standard Terms & Conditions apply for services performed. Rates are subject to change.

### Travel and Labor Rates

<table>
<thead>
<tr>
<th>Service Type</th>
<th>Regular Hours</th>
<th>Off Hours</th>
<th>Holiday</th>
</tr>
</thead>
<tbody>
<tr>
<td>UPS Services</td>
<td>$130.00/ Hour</td>
<td>$195.00/ Hour</td>
<td>$260.00/ Hour</td>
</tr>
<tr>
<td>DC/Electronic Services</td>
<td>$130.00/ Hour</td>
<td>$195.00/ Hour</td>
<td>$260.00/ Hour</td>
</tr>
<tr>
<td>Depot Repair Services</td>
<td>$81.00/ Hour</td>
<td>$122.00/ Hour</td>
<td>$162.00/ Hour</td>
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<tr>
<td>Battery Services</td>
<td>$130.00/ Hour</td>
<td>$153.00/ Hour</td>
<td>$204.00/ Hour</td>
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Managed Service

Expenses

Auto Mileage

Materials/Parts

Same Day Response

Calculation of Charges

<p>| |</p>
<table>
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<tr>
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</thead>
<tbody>
<tr>
<td>Billed at Cost</td>
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<tr>
<td>$0.585 Cents per Mile</td>
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<tr>
<td>Current Pricing, FOB Shipping Point</td>
</tr>
<tr>
<td>Subject to availability, May be subject to Premium Charge</td>
</tr>
<tr>
<td>Portal to Portal</td>
</tr>
</tbody>
</table>

* Minimum of 4 hours required for the services

1 Regular Hours: Monday - Friday from 8am to 5pm.

2 Off Hours: Monday - Friday and Weekends

Effective: 02/28/14
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.

1400-6720-53370

Requisition #: 13835
Unified Power
217 Metro Dr.
Terrell TX 75160

ANNUAL MAINTENANCE $ 6,725.74

APPROVED:

Signature on File

Hon. Daniel P. Guerin
Chief Judge

Date 11/1/17

Packet Pg. 142
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: Jan 26, 2018

Company Name: On Computer Services LLC d.b.a Unified Power
Company Contact: Michael Sharp
Contact Phone: 877-469-4846
Contact Email: michael.sharp@unifiedpowerusa.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
- 36 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: Michael Sharp
Title: Customer Care
Date: Jan 26, 2018

Signature on File

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

2018-276
Requisition under 25k dollars

2018-276

PROCUREMENT REVIEW CHECKLIST
REQUISITION

This form must accompany all County Purchase Requisitions.

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

No Decision Memo Required  Per Cooperative Agreement

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<th>Date</th>
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<tbody>
<tr>
<td>Bernadette Mason</td>
<td>Completed</td>
<td>11/08/2018 8:12 AM</td>
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<tr>
<td>Sharon Donald</td>
<td>Completed</td>
<td>11/08/2018 8:45 AM</td>
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<tr>
<td>John Schow</td>
<td>Completed</td>
<td>11/08/2018 9:15 AM</td>
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<tr>
<td>Kathy Ostrowski</td>
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<tr>
<td>James McGuire</td>
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<td>11/08/2018 2:34 PM</td>
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<tr>
<td>Paul Rafac</td>
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<tr>
<td>Judicial/Public Safety Committee</td>
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<td>11/20/2018 8:15 AM</td>
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</table>
Procurement Review Checklist

Procurement Services Division

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

Date: Nov 6, 2018

Vendor: Loyola University of Chicago
Vendor #: 29267

Contract Term: 7/1/2018-6/30/2019
Contract Total: $13,798.00

Dept: Probation and Court Services
Contact: Sharon Donald
Phone: 630-407-8413

Assigned Committee: Judicial Public Safety

Description of Procurement/Scope of Work/Background
Loyola University of Chicago is a professional researcher that will use data submitted by juvenile program participants, their caregivers and treatment professionals facilitating Trauma-Focused Cognitive Behavioral Therapy (TF-CBT) to evaluate its effectiveness. They will secure Institutional Review Board (IRB) approval, assist in developing consent/assent forms, write an introductory script for the research survey, develop the study’s surveys, collect and analyze data generated by participants and clinical providers, manage and store data, and conduct statistical analyses to support findings related to research questions.

Reason for Procurement
This research is vital in identifying evidence-based practices and is a key component in the DuPage Comprehensive Trauma Collaborative (DCTC) programs. Engaging youth in effective therapeutic interventions increases the likelihood that maladaptive coping, unmet mental health needs, and other factors know to contribute to juvenile delinquency are being addressed. Healthier youth and improved family dynamics will serve to positively impact the lives of youth and the communities of DuPage County.

FUNDING SOURCE

☐ Procurement budgeted for (FY and budget code(s)): Grant funded - FY 2018/2019, 5000-6165-53090-FCSX04985.
☐ 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 (30ILCS5525)
☐ 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)

KBT __________ Nov 6, 2018
Prepared By
Nov 6, 2018
Recommended for Approval
Nov 6, 2018
IT Approval, if required

REVIEWED BY (Initials Only)

Buyer __________ 11-8-18
Procurement Officer __________ 11-8-18

Chief Financial Officer (Decision Memos Over $25,000)
Date __________ Chairman’s Office
Date __________ (Decision Memos Over $25,000)

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER

Packet Pg. 146
## Purchase Requisition

**Procurement Services Division**

### Send Purchase Order To:
- **Vendor:** Loyola University of Chicago  
  **Email:** jborowiec@luc.edu  
  **Address:** 1032 W. Sheridan Road  
  **City:** Chicago  
  **State:** IL  
  **Zip:** 60660  
  **Phone:** 773-508-2477

### Send Invoices To:
- **Dept:** Probation and Court Services  
  **Email:** sharon.donald@dupageco.org  
  **Address:** 503 N. County Farm Road  
  **City:** Wheaton  
  **State:** IL  
  **Zip:** 60187  
  **Phone:** 630-407-8413

### Send Payments To:
- **Vendor:** Loyola University of Chicago  
  **Email:** jborowiec@luc.edu  
  **Address:** 820 Michigan Avenue  
  **City:** Chicago  
  **State:** IL  
  **Zip:** 60611  
  **Phone:** 773-508-2477

### Ship To:
- **Dept:** Probation and Court Services  
  **Email:** sharon.donald@dupageco.org  
  **Address:** 421 N. County Farm Road  
  **City:** Wheaton  
  **State:** IL  
  **Zip:** 60187  
  **Phone:** 630-407-8413

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

### Use for
- **PO2S only**

### LN  | Qty  | UOM | Item Detail (Product #) | Description  | FY  | Dept # | Acctg Unit | Acct #  | Sub-Accts and/or Activity # | Unit Price | Extensor |
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<td>Professional Research in Trauma-Focused Cognitive Behavioral Therapy Program</td>
<td>18 &amp; 19</td>
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<td>6165</td>
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</table>

### Requisition Total: $13,798

### 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):

---

**Packet Pg. 147**
**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: Probation and Court Services</th>
<th>Department Contact: Sharon Donald</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:sharon.donald@dupageco.org">sharon.donald@dupageco.org</a></td>
<td>Contact Phone: 630-407-8413</td>
</tr>
<tr>
<td>Vendor Name: Loyola University of Chicago</td>
<td>Vendor #:</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.

Request approval to issue a contract in the amount of $13,798.00.

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

The contract will allow access to professional research into the efficacy of Trauma-Focused Cognitive Behavioral Therapy (TF-CBT). TF-CBT has been identified as an evidence-based practice. The current study seeks to further contribute to existing literature while also evaluating the role of parental involvement and overall recidivism rates for youth involved with TF-CBT and mental health treatment as usual. This type of research requires specialized expertise and IRB oversight, both of which Loyola will provide.

**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.

Research is vital in identifying evidence-based practices and is a key component in the DuPage Comprehensive Trauma Collaborative (DCTC) program, which has been awarded grant funding. Engaging youth in effective therapeutic interventions increases the likelihood that maladaptive coping, unmet mental health needs, and other factors known to contribute to juvenile delinquency are being addressed. Healthier youth and improved family dynamics will serve to positively impact the quality of life in DuPage County.

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

The University of Illinois was contacted and responded, indicating they did not have an ability to take on another research project. Officials at North Central College were contacted but did not respond. Officials at Loyola University at Chicago responded and expressed both interest and capacity to collaborate on the DCTC research project.

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

Maryse Richards, PhD is a professor of Clinical and Developmental Psychology at Loyola University at Chicago. She is uniquely qualified to serve as the principal investigator and currently runs Loyola's Risk and Resilience Lab. Dr. Richards manages various research projects and has been published in peer-reviewed journals. Dr. Richards has conducted and published research specific to our area of interest - adolescent trauma and resiliency - and has received national accolades as a researcher.

**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.

Grant funds are available for FY 2018/2019. The funds will come out of budget code 5000-6165-53090-FCSXR04985.
SPONSORED RESEARCH AGREEMENT

This Sponsored Research Agreement ("Agreement") is between LOYOLA UNIVERSITY OF CHICAGO, existing under the laws of the State of Illinois, doing business in Chicago, Illinois, on its Lake Shore Campus, 1032 W. Sheridan Rd., Chicago, IL 60660 ("UNIVERSITY"), and DuPage County Department of Probation & Court Services, organized and existing under the laws of Illinois with its principal offices at 503 N. County Farm Road, Wheaton, IL 60187 ("SPONSOR"). The parties may be referred to individually as "Party" and collectively as the "Parties".

The Parties contemplate that the research to be performed under this Agreement, which stems from a federal grant from DOJ/OJJDP Juvenile Justice and Delinquency Prevention Allocation to States (CFDA 16.540), will be of mutual interest and benefit; and

UNIVERSITY has determined that the research will further the instructional, research, public service or economic development objectives of UNIVERSITY consistent with its status as a public institution of higher education.

NOW, THEREFORE, the Parties agree:

1.0. THE RESEARCH

1.1. SCOPE OF SERVICES. UNIVERSITY agrees to perform the services set forth on Exhibit A ("Research") including providing the deliverables set forth thereon, in accordance with the terms and conditions of this Agreement.

1.2. REPORTS. UNIVERSITY will furnish to SPONSOR written progress reports of the Research on 01/31/19 ("interim report") and 06/30/19 ("final report").

1.3. PRINCIPAL INVESTIGATOR. The Principal Investigator who will direct the Research for UNIVERSITY is Dr. Maryse Richards. If the Principal Investigator becomes unable to perform this Agreement for any reason, UNIVERSITY may appoint a successor Principal Investigator with SPONSOR's written approval. Either Party may terminate this Agreement in accordance with Section 3.5 if the Parties cannot agree on an acceptable successor within a reasonable time.

1.4. PERFORMANCE PERIOD. This Agreement is for a term commencing July 1, 2018 and continuing through June 30, 2019 ("Performance Period") unless terminated sooner as provided herein.

1.5. EQUIPMENT/SUPPLIES. Title to all equipment and property purchased by UNIVERSITY under this Agreement will be in and remain with UNIVERSITY even after completion or termination of the Agreement.

2.0. RESEARCH COSTS

2.1. COMPENSATION. SPONSOR will pay to UNIVERSITY the direct and the facilities and administration ("F&A") costs (collectively "Research Costs") described in Exhibit B ("Budget") that UNIVERSITY incurs in performing the Research in an amount not to exceed thirteen thousand seven hundred ninety-eight dollars ($13,798.00). The F&A cost rate set forth in the Budget will remain in effect during the Performance Period. SPONSOR is not liable for costs other than the Research Costs described in the Budget, and UNIVERSITY is obligated to perform only the Research funded by SPONSOR.
disclosures, the Party disclosing Confidential Information will mark the information "Confidential" at the time of disclosure. For oral or visual disclosures, the Party disclosing Confidential Information will designate the information "Confidential" at the time of disclosure and confirm such designation in writing to the other Party no later than 30 days after disclosure. Each Party's obligation of confidentiality shall not apply to information that: (a) was in recipient's possession on a non-confidential basis prior to receipt from disclosing Party; (b) is in the public domain or is general or public knowledge prior to disclosure, or after disclosure, enters the public domain or becomes general or public knowledge through no fault of recipient; (c) is properly obtained by recipient from a third party not under a confidentiality obligation to disclosing Party; (d) is explicitly approved for release by written authorization of disclosing Party; (e) is or has been developed by recipient independent of recipient's access to disclosing Party's Confidential Information; or (f) is required by law or court order to be disclosed. The terms of Section 4 shall survive the expiration or termination of this Agreement.

4.3. RESPONSE TO INFORMATION REQUESTS. If UNIVERSITY receives a request under the Illinois Freedom of Information Act or a request by legal process to disclose Confidential Information, UNIVERSITY will provide prompt notice to SPONSOR and will cooperate with SPONSOR to protect any SPONSOR Confidential Information, to the extent permitted by law.

5.0. PUBLICATION/PUBLIC PRESENTATIONS

5.1. REVIEW PERIOD. UNIVERSITY researchers may publish or publicly disclose non-confidential Research results after providing SPONSOR a 30-day period for review and comment when possible. SPONSOR recognizes some events may not allow for a 30-day review period. UNIVERSITY agrees to give as much notice as possible when the preferred 30-day review period is not possible. UNIVERSITY agrees to provide no less than ten-days' notice, in advance, in these instances. Upon written notice by SPONSOR that the proposed publication contains SPONSOR Confidential Information, UNIVERSITY will revise the publication to eliminate such disclosures. The Parties will cooperate so that student theses or dissertations are not adversely affected by any delay.

5.2. COPIES OF PUBLICATIONS. UNIVERSITY will furnish SPONSOR with a copy of any publications resulting from the Research.

5.3. ACKNOWLEDGMENT. SPONSOR will acknowledge the contributions of the UNIVERSITY in publications or public presentations as scientifically appropriate. UNIVERSITY may not acknowledge the SPONSOR's contributions without the SPONSOR's consent and prior approval. Grant funding provided by the State of Illinois, Department of Human Services ("IDHS") is being used to support this project. As a result, any publication, announcement, report, flyer, brochure, or other written materials must expressly acknowledge the grantor using the phrase "Funding provided in whole or in part by the Illinois Department of Human Services." Requests for exceptions must be made in advance by the SPONSOR.

5.3. PUBLIC ANNOUNCEMENTS/PRESS RELEASES. SPONSOR'S grantor (IDHS) requires ten-day advanced notice prior to issuing public announcements or press releases concerning work performed as a result of grant funding. This includes, but is not limited to, publications resulting from research. IDHS additionally requires SPONSOR to cooperate with the grantor and UNIVERSITY to issue joint/coordinated releases of information when desired by IDHS.

6.0. INTELLECTUAL PROPERTY
6.7 Copyrights

6.7.1. Ownership. Title to all original works of authorship created in performance of the Research and in which copyright may be claimed ("Copyrightable Works") shall vest initially in the author, subject to the policies of the Party that employs the author. Any joint work, as that term is defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, as amended, shall be jointly owned, but co-owners shall have no duty of accounting for any profits.

6.7.2. Internal Use License. UNIVERSITY grants to SPONSOR a non-exclusive, royalty-free license to use, reproduce, prepare derivative works, display, distribute and perform all UNIVERSITY-owned Copyrightable Works other than computer software and its documentation and informational databases for SPONSOR’s internal research purposes, provided that SPONSOR shall not have the right to distribute copies or derivative works to third parties. For UNIVERSITY-owned Copyrightable Works that are identified as a deliverable under the Statement of Work and in the nature of computer software (and its documentation) or informational databases, UNIVERSITY grants to SPONSOR for SPONSOR’s internal research purposes a royalty-free, non-transferable, non-exclusive license to use, reproduce, prepare derivative works, display and perform such Copyrightable Works.

7.0. Tangible Research Property. "Tangible Research Property" ("TRP") means those tangible (corporeal) items, as distinguished from intangible (intellectual) property, produced in performance of the Research. For purposes of illustration, TRP may include items such as: biological materials, computer media, drawings and diagrams, integrated circuit chips, prototype devices, and equipment. UNIVERSITY shall hold title to all TRP produced by UNIVERSITY with UNIVERSITY resources; provided, however, that title to TRP identified as a deliverable under the statement of work will vest in SPONSOR upon delivery by UNIVERSITY.

8.0. Disclaimer of Warranties. UNIVERSITY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS PERFORMANCE UNDER THIS AGREEMENT. UNIVERSITY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, USE OR FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS WITH REGARD TO DATA, INVENTIONS, COPYRIGHTABLE WORKS, TRP, OR OTHER RESEARCH RESULTS PROVIDED BY UNIVERSITY.

9.0. Limitation of/Release from Liability

9.1. Limitation of Liability. UNIVERSITY SHALL NOT BE LIABLE TO SPONSOR FOR INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL OR OTHER DAMAGES (INCLUDING LOST REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC LOSS OR DAMAGE) HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY (WHETHER FOR BREACH OR IN TORT, INCLUDING NEGLIGENCE) ARISING FROM, RELATED TO, OR CONNECTED WITH SPONSOR’S USE OF DATA, INVENTIONS, COPYRIGHTABLE WORKS, TRP, OR ANY OTHER RESEARCH RESULTS PROVIDED BY UNIVERSITY, EVEN IF UNIVERSITY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

9.2. Release from Liability. SPONSOR releases UNIVERSITY and its Trustees, officers, employees, and agents from all liability, and shall be responsible, for any and all costs, damages, and expenses, including attorney fees, arising from any claims, damages, and liabilities asserted by third parties in connection with or arising from SPONSOR’s use of data, Inventions, Copyrightable Works, TRP, or any other Research results provided by UNIVERSITY.
10.7.4 **CONFLICT.** In event of a conflict between the terms or conditions or this Agreement and any term or condition found in any exhibit or attachment, the terms and conditions of this Agreement shall prevail.

10.8. **ASSIGNMENTS.** Either party may assign this Agreement provided, however, the other party shall first approve such assignment, in writing.

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

10.11. **SURVIVAL.** All terms of this Agreement that are intended to survive termination or expiration in order to be effective shall survive such termination or expiration.

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

10.13. **NOTICES.** Any notice given under this Agreement will be in writing and will be effective upon receipt evidenced by: (a) personal delivery; (b) confirmed facsimile transmission; (c) return receipt of postage prepaid registered or certified mail; or (d) delivery confirmation by commercial overnight carrier. All communications will be sent to the addresses set forth below or to such other address designated by a Party by written notice to the other Party in accordance with this section:

**UNIVERSITY:** Loyola University of Chicago  
Attn: Angelica Vaca, Director, Office of Research Services  
1032 W. Sheridan Rd  
Chicago, IL. 60660

**SPONSOR:** 18th Judicial Circuit Court, Department of Probation & Court Services  
Attn: John Schow, Director  
503 N. County Farm Road  
Wheaton, IL 60187  
Telephone: 630-407-8377  
Fax: 630-407-8484

10.14. **COUNTY APPROVAL.** This Agreement is subject to the approval of the appropriate committees and County Board of the County of DuPage.

10.15. **AUTHORIZED SIGNATORIES.** Each Party represents that the individuals signing this Agreement on its behalf are authorized, and intend, to bind the organization in contract.

**LOYOLA UNIVERSITY OF CHICAGO, ILLINOIS**

[Signature]
Angelica Vaca, Director  
Office of Research Services  
Date 10/26/2018

**PROBATION & COURT SERVICES**

[Signature]
John Schow, Director  
18th Judicial Circuit, Department of Probation & Court Services Department  
Date 10/4/17
Exhibit B
Budget
Research Project - DuPage Comprehensive Trauma Collaborative (DCTC)
Dr. Maryse Richards, Principal Investigator

Proposal to DuPage County
PI: Dr. Maryse Richards

<table>
<thead>
<tr>
<th>Personnel (includes benefits)</th>
<th>Hourly</th>
<th>Hours/Week</th>
<th>Total for 40 Weeks</th>
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<tr>
<td>Dr. M. Richards (1.5 hrs/wk x 40 weeks)</td>
<td>$96.83</td>
<td>1.5</td>
<td>$5,809.80</td>
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<tr>
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<td>$3,501.60</td>
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<tr>
<td>C. Dusing (3 hrs/wk x 40 weeks)</td>
<td>$26.70</td>
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<td>$3,501.60</td>
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<td>Total Personnel</td>
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Travel ($0.535/mile)

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<th>Materials and Supplies</th>
<th>Amount/Item</th>
<th>Number of Items</th>
<th>Total</th>
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<td>Gift Cards</td>
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<td>120</td>
<td>$1,200.00**</td>
</tr>
<tr>
<td>Tablets</td>
<td>$100</td>
<td>9</td>
<td>$900.00</td>
</tr>
<tr>
<td>Opinion Account</td>
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</tr>
</tbody>
</table>

Total Direct Costs

Indirect Costs

Total Projected Costs of Research Project

Total Projected Payment to Loyola

*payment made based on actual hours worked/miles traveled; subject to be made directly to vendor/seller by Probation using grant funds

**payment made based on actual hours worked/miles traveled; subject to be made directly to vendor/seller by Probation using grant funds
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: Nov 6, 2018

Bic/Contract/PO #: 

| Company Name: Loyola University of Chicago | Company Contact: Angelica Vaca |
| Contact Phone: 773-508-2480 | Contact Email: avaca1@luc.edu |

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: Angelica Vaca
Title: Director, Office of Research Services
Date: Nov 6, 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

2018-277
## 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>
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<tr>
<td>November 8, 2018</td>
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<table>
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<th>CONTRACT TOTAL AMOUNT</th>
<th>REQUESTING DEPT.</th>
<th>JUDICIAL/PUBLIC SAFETY COMMITTEE</th>
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<tbody>
<tr>
<td>$10,080</td>
<td></td>
<td></td>
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### SOLICITATION METHOD FOR SOURCE SELECTION

**No Decision Memo Required**  Per Cooperative Agreement

- Bernadette Mason  
  - Completed  
  - 11/08/2018 10:15 AM
- Kathy Ostrowski  
  - Completed  
  - 11/08/2018 11:38 AM
- James McGuire  
  - Completed  
  - 11/08/2018 1:52 PM
- Paul Rafac  
  - Completed  
  - 11/08/2018 5:39 PM
- Kathy Ostrowski  
  - Completed  
  - 11/14/2018 12:51 PM
- Judicial/Public Safety Committee  
  - Completed  
  - 11/20/2018 8:15 AM
**Purchase Requisition**

**Procurement Services Division**

---

### Send Purchase Order To:

- **Vendor:** Bradford Systems Corporation  
  - **Vendor #:** 10130  
  - **Attn:** Dave Bradford  
  - **Email:** dave@bradfordsystems.com  
  - **Address:** 430 Country Club Drive  
  - **City:** Bensenville  
  - **State:** IL  
  - **Zip:** 60106  
  - **Phone:** 630-350-3453  
  - **Fax:** 630-696-3454

### Send Invoices To:

- **Attn:** Gaby Vaca  
  - **Email:** gabrielle.vaca@dubageco.org  
  - **Address:** 414 N. County Farm Road  
  - **City:** Wheaton  
  - **State:** IL  
  - **Zip:** 60187  
  - **Phone:** 630-407-2600  
  - **Fax:** 630-407-2601

### Send Payments To:

- **Vendor:** Bradford Systems Corporation  
  - **Vendor #:** 10130  
  - **Attn:** Dave Bradford  
  - **Email:** dave@bradfordsystems.com  
  - **Address:** 430 Country Club Drive  
  - **City:** Bensenville  
  - **State:** IL  
  - **Zip:** 60106  
  - **Phone:** 630-350-3453  
  - **Fax:** 630-696-3454

### Ship To:

- **Vendor:** Bradford Systems Corporation  
  - **Vendor #:** 10130  
  - **Attn:** Dave Bradford  
  - **Email:** dave@bradfordsystems.com  
  - **Address:** 430 Country Club Drive  
  - **City:** Bensenville  
  - **State:** IL  
  - **Zip:** 60106  
  - **Phone:** 630-350-3453  
  - **Fax:** 630-696-3454

---

### Payment Terms

- **F.O.B.:**  
  - **Destination:** PER 50 ILCS 505/1

### Delivery Date

- **Requisition:**  
  - **PO 20 Delivery Date:**

### Use for PO25 only

- **Contract Administrator**
- **Contract Start Date**
- **Contract End Date**

---

### LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acctg Unit | Acct # | Sub-Accts and/or Activity # | Unit Price | Extension |
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<tbody>
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<td>EA</td>
<td>ED3-P-10</td>
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</table>

**Requisition Total $ 10,080.00**

---

### 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):

---

**Packet Pg. 157**
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>Department Contact:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coroner</td>
<td>Gaby Vacala</td>
</tr>
<tr>
<td>Contact Email:</td>
<td>Contact Phone:</td>
</tr>
<tr>
<td><a href="mailto:gabrielle.vacala@dupageco.org">gabrielle.vacala@dupageco.org</a></td>
<td>630-407-2600 X2612</td>
</tr>
<tr>
<td>Vendor Name:</td>
<td>Vendor #:</td>
</tr>
<tr>
<td>Bradford Systems Corporation</td>
<td></td>
</tr>
</tbody>
</table>

**Date:** Nov 2, 2018  
**MinuteTraQ (IQM2) ID #:** 13927  
**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.

Recommendation for the approval of a contract purchase order issued to Bradford Systems Corporation to furnish, deliver and install an evidence locker system (ED3-P-10). The price of this product is $10,080.00 which will be paid for by the Coroner Certificate Fee Grant.

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

This evidence locker is a pass-thru locker system that will upgrade our current evidence locker system. Once the HVAC project is completed, this will be located in the same room as the proposed property control and evidence room location. It will be inserted into the wall of the new property control and evidence room rather than outside as it exists to date.

---

**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.

This new locker system will be placed closer to the proposed location of the property control and evidence room, and will be much more accessible to the managers of this room.

---

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

National IPA contract P15-150-DT

---

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

We would like to have this recommendation approved and we would pay for the evidence locker by means of the Coroner Certificate Fee Grant which is available to our department and has no cost to the county general fund or the Coroner Fee Fund.

---

**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 would be paid for by monies collected for the Coroner Certificate Fee Grant and have no additional cost moving forward. Money has been budgeted for this purchase in the Coroner Certificate Fee Grant 5000-4120-54110 18-72700047E.
DuPage County Coroner

Prepared for:
Matthew Shane

DuPage County Coroner
414 North County Farm Road
Wheaton, IL 60187

Submitted by:
Dave Bradford
847.344.8989
dave@bradfordsystems.com

October 2, 2018
BSC Project #30629

Bradford Systems Corporation is a qualified National IPA Contract provider and is proposing the following Spacesaver equipment and related services through:

Contract # P15-150-DT
Evidence Locker Storage Solution:

- (1) Pass-thru evidence locker #ED3P10, 36" W x 24" D x 82" H
- Locker #ED3P10 has 4 “E” doors and 4 “FF” doors

Door Sizes:

- “E” door, 14-9/16” wide x 18-19/32” high
- “FF” door, 14-9/16” wide x 18-19/32” high

Total Materials, Delivered and Installed: $10,080.00

Notes:
1. The above quote is based on the drawings.
2. A non-refundable down payment of one-third (1/3) of the contract, is due upon order. A payment of 1/3 is due upon shipment and 1/3 payment upon completion.
3. This agreement is based on a normal eight hour working day Monday through Friday and no provisions have been made for overtime or shift premium pay. If overtime is required, additional costs will be incurred.
4. Pricing valid for 30 days.
1. Purchase orders should be made out to the following:
   Bradford Systems Corporation
   430 Country Club Drive
   Bensenville, IL 60106

2. Purchase orders may be sent via:
   - Email: purchaseorders@bradfordsystems.com
   - USPS: 430 Country Club Drive, Bensenville, IL 60106
   - Facsimile: (630) 350-3454

3. Please send the following in conjunction with your purchase order:
   - Reference BSC project # 30629 on your purchase order
   - Project Information Sheet
   - Signed copy of the proposal and project drawings
DuPage County Coroner
Project Implementation Information
Project #30629

Purchase Order Information:
P.O. #: ____________________________________________________
Approved by: ____________________________________________

Project Selections:
Evidence Lockers: __________________________________________ (See 10 Standard Finishes)

Delivery Information:
Delivery Address: __________________________________________
Delivery Contact Name: ______________________________________
Contact Phone Number: ______________________________________
Truck or Delivery Time Restrictions: __________________________
Delivery Dock: □ Yes □ No _________________________________
Freight Elevator: □ Yes □ No ________________________________

Order Acknowledgement/Billing Information:
Order Acknowledgement Required? □ Yes □ No __________________
Billing Address: ____________________________________________
Billing Contact Name: ________________________________________
Contact Phone Number: ______________________________________
Contact Email Address: ______________________________________

Installation Information:
Installation Address: ________________________________________
Floor/Room: _______________________________________________
Requested Installation Date: ________________________________
Move Date: _______________________________________________
Construction Schedule Available: □ Yes □ No __________________
Client Provided Dumpster Available: □ Yes □ No ________________
Are There Security Requirements: □ Yes □ No _________________
Parking: Permission/Permits: □ Yes □ No ______________________
Certificate of Insurance Required: □ Yes □ No _________________
General Contractor Name/Phone: □ Yes □ No ___________________
STANDARD TERMS AND CONDITIONS

1. GENERAL: These terms and conditions shall apply to sales from Bradford Systems Corporation to Buyer and to any quotation by Bradford Systems Corporation for sales. These terms and conditions shall not be superseded by any terms and conditions in Buyer's order except as otherwise specifically agreed in writing executed by all parties to this agreement. The paragraph headings contained herein are for purposes of reference only and are not to be considered in the interpretation of any clauses contained herein. This agreement may be executed in counterpart and a copy of this agreement shall be as binding as is the original.

2. ENGINEERING: The proposal drawings and/or specifications of any quotation are confidential engineering data, and represent Bradford Systems Corporation investment in engineering skill and development, and remain the property of Bradford Systems Corporation. Such are submitted with the understanding that the information will not be disclosed or used in any manner detrimental to Bradford Systems Corporation. All specifications and dimensions of proposal drawings are approximate, and are subject to changes during detailed engineering.

3. SURVEYS, PERMITS AND REGULATIONS: Buyer shall procure and pay for all permits and/or inspections required by any governmental authority for any part of the work performed by Bradford Systems Corporation, except as otherwise stated.

4. PAYMENT: This system has been specially designed and will be specially manufactured for the Buyer's unique requirements. A non-refundable down payment of one-third (1/3) of the contract is due upon order. A payment of 1/3 is due upon shipment and 1/3 payment upon completion. One and one-half (1-1/2) percent interest per month will be charged on any unpaid balance after thirty (30) days. If the installation is not entirely complete upon final invoicing, a holdback of reasonable value is allowed without incurring interest charges. A 4% convenience fee will be applied to all orders paid with a credit card.

5. TAXES: All applicable sales taxes, as required by law, will be billed, unless Bradford Systems Corporation has a current Tax Exempt Letter or Resale Certificate on file.

6. EXPIRATION DATE: Pricing is valid for thirty (30) days. After thirty days, a new proposal and revised pricing may be required.

7. CANCELLATION: On all canceled orders, Buyer shall compensate Bradford Systems Corporation for its performance, commitments and damage as follows: Buyer shall pay Bradford Systems Corporation a cancellation fee not to exceed the original purchase price.

8. CHANGE ORDERS: Should the Buyer order changes or additions to the work, such orders and adjustments shall be made in writing to Bradford Systems Corporation utilizing Bradford's formal change order document. The contract price and installation/delivery fees shall be adjusted according to the changes in the work specified in the change order.

9. INSURANCE: Bradford Systems Corporation's employees who enter Buyer's premises will have Workmen's Compensation coverage in statutory limits and Bradford Systems Corporation's automobiles will be covered by Public Liability and Property Damage Insurance.

10. DELIVERY: Installation or delivery date is approximate. Bradford Systems Corporation shall not be liable for delays in or failures of delivery due to changes requested by Buyer, or causes beyond its control. If shipment is delayed at the request of Buyer, payment shall be made by Buyer as though shipment had been made as specified and for any expenses incurred by Bradford due to Buyer's request in delaying shipment.

11. STORAGE: If product is stored for more than thirty (30) days at Bradford Systems Corporation due to delays in delivery caused by buyer, Bradford will charge Buyer at the rate of 1% of Buyer's invoice per month pro-rated daily.

12. DAMAGE: After product arrival at site, any loss or damage by weather, other trades, fire or other elements, shall be the responsibility of the Buyer. The Buyer agrees to hold Bradford System Corporation harmless for loss for such reasons.

13. BUYER RECEIVING: If the Buyer receives product for any reason, the Buyer is responsible for checking the product during off-load and noting on the packing slip any damage or possible damage and notifying Bradford Systems Corporation immediately. If Bradford does not receive a written notice and copy of the packing slip within twenty-four (24) hours, the Buyer agrees to pay any additional replacement product and delivery costs if a freight claim cannot be awarded.

14. SITE CONDITIONS: Buyer shall provide Bradford Systems Corporation with a free and clear construction site. Buyer shall remove all material and/or construction from the area. Buyer will furnish Bradford with adequate electrical power to operate tools required for the installation.

15. UNLOADING, SPOTTING AND STORAGE: Buyer shall provide Bradford Systems Corporation with adequate unloading facilities and sufficient access to same to insure Bradford's efficient unloading procedure. Adequate aisles shall be provided by the Buyer to provide efficient handling of the materials from the unloading of storage area to construction site.
16. **COMMENCEMENT OF INSTALLATION:** Bradford Systems Corporation will not be obligated to commence work at job site until receipt of written notice from Buyer that Buyer’s building is ready for use and necessary utilities and equipment are supplied thereto.

17. **COMPLETION:** Installation shall be deemed completed upon acceptance or use of any equipment by Buyer.

18. **OVERTIME:** This agreement is based on a normal eight hour working day Monday through Friday and no provisions have been made for overtime or shift premium pay. If overtime is required, additional costs will be incurred.

19. **TESTING:** All material and equipment for testing the installation shall be provided at Buyer's expense. At the time when Bradford Systems Corporation states to the Buyer that the work is complete, the Buyer will inspect the work and if the work is in conformity with the terms and provisions of the proposal, the Buyer shall accept the same and deliver to Bradford a signed statement of acceptance. If the Buyer declines to sign such a statement, then the Buyer shall immediately inform Bradford in writing of the reasons for such declination. If the Buyer fails to so notify Bradford if the Buyer fails to make such inspection the work shall be conclusively deemed to have been accepted by the Buyer.

**PROJECT TERMS AND CONDITIONS**

1. **FLOOR COVERING:** If Bradford Systems Corporation is not the contractor for the installation of the floor covering, Buyer’s floor covering contractor is responsible for coordinating floor covering installation after Bradford installs system rail and floor.

2. **FLOOR LOADING:** Buyer is responsible for the load bearing capacity of the floor upon which the proposed installation shall be constructed. Floor load data that applies to the project is subject to interpretation by a certified structural engineer. BSC is providing reference data for determining load and distribution conditions. Floor load and considerations are to be reviewed and evaluated by a qualified engineer. It is the responsibility of client to have this system approved for the floor loading if needed. If media weight is unknown; we recommend a sample weight be verified in the field.

3. **FLOOR DRILLING:** Buyer is responsible to notify Bradford Systems Corporation of any electrical or other obstructions located in the floor and Buyer is responsible for relocating said obstructions at Buyer’s expense. Anchoring and/or hammer drilling may be required to which it is the Buyer’s responsibility to notify Bradford if there are any building restrictions on when this work may be performed.

4. **SEISMIC:** Buyer is responsible for determining if a seismic evaluation is necessary at which Bradford Systems Corporation will provide all equipment information for a seismic evaluation by an engineer if applicable.

5. **FIRE CODE:** Fire code typically requires an 18” minimum clearance between installed height of shelving system and any sprinkler system. It is the Buyer's responsibility to verify that the proposed shelving system height meets this requirement prior to the placement of purchase order.

6. **SPACESAVER WARRANTY:** A 5-year standard warranty and 1-year scheduled maintenance are included with your installation. Extended warranty and maintenance agreements are available upon request.

7. **SPACESAVER SYSTEM TRAINING & ORIENTATION:** Bradford Systems Corporation offers training to all potential users to insure safe and efficient system operation upon the Buyer’s request.

<table>
<thead>
<tr>
<th>Client Signature</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
</table>

**COPYRIGHT:** Copyright © Bradford Systems Corporation. This material is proprietary and confidential. The disclosure reproduction by photography, film, blueprint or otherwise or incorporation into any information retrieval system without first receiving written approval from Bradford System Corporation is expressly prohibited by law.
October 2, 2018

Matthew Shane
DuPage County Coroner
414 North County Farm Road
Wheaton, IL 60187

Dear Matthew:

On behalf of Bradford Systems Corporation, I would like to thank you for the opportunity to present this proposal. The following solution has been designed and tailored to meet your storage needs.

We value the opportunity to present our unique capabilities, and look forward to showing you why thousands of clients over the last 50 years have chosen Bradford Systems Corporation to help them solve their most challenging storage dilemmas.

If you have any questions regarding this proposal or if we can make any changes to better accommodate your needs or requirements, please call me at 847.344.8989.

Again, thank you for your consideration.

Sincerely,

[Signature]

Dave Bradford
Storage Planner

Bradford Systems Corporation
430 Country Club Drive
Bensenville, IL 60106
(m) 847.344.8989
dave@bradfordsystems.com
Procurement Review Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

Vendor: Bradford Systems Corporation
Vendor #: 10130
Dept: Coroner
Contract Term: 
Contact: Gaby Vacala
Phone: 630-407-2600
Contract Total: 10,080
Assigned Committee: JPS

Description of Procurement/Scope of Work/Background
We are requesting to secure a new pass through evidence locker system to upgrade our current and outdated evidence and property control room. The total cost is $10,080.00 being paid for through the Coroner Certificate Fee Fund Grant money. See BSC Project # 30629 which is attached.

Reason for Procurement
Our current property control system is antiquated and we are wishing to upgrade.

FUNDING SOURCE
☐ Procurement budgeted for (FY and budget code(s)): 5000-4120-54110-72700047E
☐ Budget Transfer (Date) Add'l Information

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

DECISION MEMO REQUIRED
☐ Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
☐ Under Government Joint Purchasing Act (30ILCS525) select one below
☐ GSA Government Services Administration # __________________________
☐ 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)
GV Nov 2, 2018
Prepared By Date Recommended for Approval Date IT Approval, if required Date

REVIEWED BY (Initials Only)
Buyer 11-8-18 Procurement Officer 11-8-18
Date Date
Chief Financial Officer (Decision Memos Over $25,000) 11-8-18
(Decision Memos Over $25,000)
Date

SIGNATURE ON FILE

Packet Pg. 175
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 David Bradford

Title Principal

Date 10/19/18

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

2018-288
**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>November 15, 2018</td>
</tr>
</tbody>
</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

- Bernadette Mason: Completed 11/15/2018 1:15 PM
- Colleen Zbilski: Completed 11/15/2018 1:36 PM
- Kathy Ostrowski: Completed 11/15/2018 2:08 PM
- Donald Carlsen: Completed 11/15/2018 2:47 PM
- Wendi Wagner: Completed 11/15/2018 2:53 PM
- Jennifer A. Sinn: Completed 11/15/2018 3:28 PM
- James McGuire: Completed 11/15/2018 4:30 PM
- Paul Rafac: Completed 11/15/2018 4:50 PM
- Kathy Ostrowski: Completed 11/16/2018 7:43 AM
- Judicial/Public Safety Committee: Completed 11/20/2018 8:15 AM
- Technology Committee: Pending 11/27/2018 9:00 AM
## Purchase Requisition

**Procurement Services Division**

### Send Purchase Order To:
- **Vendor:** PACE Systems
- **Vendor #:**
- **Attn:** Mike Buttitta
- **Email:** MButtitta@pace-systems.com
- **Address:** 2040 Corporate Lane, Naperville, IL 60563-9691, Phone: 630-395-2200, Fax: 630-395-2250

### Send Invoices To:
- **Dept:** DuPage County Sheriff’s Office
- **Division:** Budget
- **Attn:** Colleen Zbilski
- **Email:** colleen.zbilski@dupagesheriff.org
- **Address:** 501 N County Farm Rd, Wheaton, IL 60187, Phone: 630-407-2122, Fax: 

### Send Payments To:
- **Vendor:** PACE Systems
- **Vendor #:**
- **Attn:** Accounts Receivable
- **Email:**
- **Address:** 2040 Corporate Lane, Naperville, IL 60563-9691, Phone: 630-395-2200, Fax: 630-395-2250

### Send Invoices To:
- **Dept:** DuPage County Sheriff’s Office
- **Division:** IT
- **Attn:** Aaron Jacobs
- **Email:** aaron.jacobs@dupagesheriff.org
- **Address:** 501 N County Farm Rd, Wheaton, IL 60187, Phone: 630-407-2072, Fax: 

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

### Use for:
- **PO25 only**
- **PO25 only**
- **PO25 only**
- **PO25 only**

### Contract Administrator
- **Contract Start Date:** 
- **Contract End Date:** 
- **Use for:** PO25 only

### Item Detail (Product #)

<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>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>EA</td>
<td>J9536A</td>
<td>HPE Expansion Module</td>
<td>18</td>
<td>1000</td>
<td>1160</td>
<td>54100</td>
<td>4400</td>
<td>2,648.00</td>
<td>5,296.00</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>EA</td>
<td>J9829A+ABA</td>
<td>HPE Power Supply</td>
<td>18</td>
<td>1000</td>
<td>1160</td>
<td>54100</td>
<td>4400</td>
<td>844.00</td>
<td>844.00</td>
</tr>
<tr>
<td>3</td>
<td>2</td>
<td>EA</td>
<td>J9773A</td>
<td>HPE Aruba 2530-24G-PoE+ Switch</td>
<td>18</td>
<td>1000</td>
<td>1160</td>
<td>54100</td>
<td>4400</td>
<td>1,248.00</td>
<td>2,496.00</td>
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<tr>
<td>4</td>
<td>6</td>
<td>EA</td>
<td>J4858D</td>
<td>HPE Transceiver Module</td>
<td>18</td>
<td>1000</td>
<td>1160</td>
<td>54100</td>
<td>4400</td>
<td>207.00</td>
<td>1,242.00</td>
</tr>
</tbody>
</table>

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

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

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

---

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER
Procurement Review Checklist

Procurement Services Division

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

Vendor: PACE Systems
Vendor #: 

Contract Term: 
Contract Total: $9,878.00

Dept: DuPage County Sheriff's Office
Contact: Aaron Jacobs
Phone: 630-407-2072

Description of Procurement/Scope of Work/Background
Purchase two Aruba Expansion Modules (J9536A), One Aruba Power Supply (J9829#ABA), two Aruba 2530 switches (J9773A), and six transceivers (J4858D)

Reason for Procurement
In order to complete the jail camera installation.

FUNDING SOURCE
☑ Procurement budgeted for (FY and budget code(s)): 1000-1160-54100 - 4400
☐ Budget Transfer (Date) Add'l Information

DECISION MEMO NOT REQUIRED
☐ LOWEST RESPONSIBLE QUOTE #, BID # or RFP # ____________________________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
☐ RENEWAL, Enter Bid and/or PO# ____________________________ Intergovernmental Agreement
☐ EXEMPT FROM BIDDING PER ILLINOIS COMPILED STATUTES
☐ 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)
☐ 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)

Prepared By: Aaron Jacobs
Date: Nov 14, 2018
Recommended for Approval
Date: 11-15-18
IT Approval, if required
Date: 11-15-18

REVIEWED BY (Initials Only)

Buyer: 
Date: 11-15-18
Procurement Officer
Date: 11-15-18

Chief Financial Officer
(Decision Memos Over $25,000)
Date: 11-15-18
Chairman's Office
(Decision Memos Over $25,000)
Date: 

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER

Rev 1.4
**Decision Memo**

**Procurement Services Division**

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

<table>
<thead>
<tr>
<th>Requesting Department: DuPage County Sheriff</th>
<th>Department Contact: Aaron Jacobs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:aaron.jacobs@dupagesheriff.org">aaron.jacobs@dupagesheriff.org</a></td>
<td>Contact Phone: 630-407-2072</td>
</tr>
<tr>
<td>Vendor Name: CDWG</td>
<td>Vendor #:</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.

We are requesting to purchase switch modules, a power supply, two switches and transceivers for our jail camera project.

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

This equipment is needed to complete our camera installation in the jail.

**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.

Intentionally Left Blank

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

On 11/5/2018 we requested quotes from four vendors. PACE Systems and PCM submitted replies. CDWG and TechSavvy did not reply. PACE Systems came in the lowest at $9,878.00.

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

There are no alternatives. This is required for completion of the camera project.

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

9878.00
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: Pace Systems
Company Contact: Mike Buttitta
Contact Phone: 630-395-2192
Contact Email: mbuttitta@pace-systems.com

Bid/Contract/PO #:

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

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

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

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

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<th>Telephone</th>
<th>Email</th>
</tr>
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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:

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- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

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

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

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

Authorized Signature

Printed Name

Title

Date

Nov. 15, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page _______ of _______ (total number of pages)
### Quotation (Open)

<table>
<thead>
<tr>
<th>Date</th>
<th>Expiration Date</th>
<th>Modified Date</th>
<th>Follow Up</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oct 29, 2018 11:14 PM CDT</td>
<td>N/A</td>
<td>Nov 05, 2018 02:26 PM CST</td>
<td>N/A</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Doc #</th>
<th>Description</th>
<th>Customer PO</th>
<th>SalesRep</th>
<th>Customer Contact</th>
<th>Carrier Account #:</th>
</tr>
</thead>
<tbody>
<tr>
<td>552033</td>
<td>None</td>
<td>DUPAGE COUNTY HEALTH DEPT (DUPO1-1)</td>
<td>Buttitta, Mike</td>
<td>DUPAGE COUNTY HEALTH DEPT</td>
<td></td>
</tr>
</tbody>
</table>

#### Special Instructions:

- Net 30 Days
- Terms:
- Ship Via: UPS Ground

#### Table:

<table>
<thead>
<tr>
<th>#</th>
<th>Description</th>
<th>Part #</th>
<th>Qty</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>HPE Expansion module - Gigabit Ethernet (PoE+) x 20 + 10 Gigabit SFP+ x 2 + 2 x SFP+ - for HPE 8206, 8212; HPE Aruba 5406, 5412</td>
<td>J9536A</td>
<td>2</td>
<td>$2,648.00</td>
<td>$5,296.00</td>
</tr>
<tr>
<td>2</td>
<td>HPE Power supply (plug-in module) - 1100 Watt - United States - for Aruba 5406R, 5406R z2, 5412R, 5412R z2</td>
<td>J9829A#ABA</td>
<td>1</td>
<td>$844.00</td>
<td>$844.00</td>
</tr>
<tr>
<td>3</td>
<td>HPE Aruba 2530-24G-PoE+ Switch - managed - 24 x 10/100/1000 (PoE+) + 4 x Gigabit SFP - desktop, rack-mountable, wall-mountable - PoE+</td>
<td>J9773A</td>
<td>2</td>
<td>$1,248.00</td>
<td>$2,496.00</td>
</tr>
<tr>
<td>4</td>
<td>HPE Aruba SFP (mini-GBIC) transceiver module - GigE - 1000Base-SX - LC multi-mode - up to 1640 ft - for OfficeConnect 141C 24; HPE Aruba 2930M 24, 2930M 40, 8320, MACsec Advanced Module</td>
<td>J4858D</td>
<td>6</td>
<td>$207.00</td>
<td>$1,242.00</td>
</tr>
</tbody>
</table>

**Subtotal:** $9,878.00  
**Tax (0.000%):** $0.00  
**Shipping:** $0.00  
**Total:** $9,878.00  

Dear Aaron Jacobs,

Good news. The quote you requested is ready. Please log in to your Business Direct account to review it now.

**Quote Details**

<table>
<thead>
<tr>
<th>Quote Number:</th>
<th>54058626659</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quote Label:</td>
<td>Aruba</td>
</tr>
<tr>
<td>Status:</td>
<td>Pending Approval from Buyer</td>
</tr>
<tr>
<td>Date Submitted:</td>
<td>11/06/2018</td>
</tr>
<tr>
<td>Quote is valid until:</td>
<td>12/06/2018*</td>
</tr>
</tbody>
</table>

**Billing Address**

**Shipping Address**

DUPAGE COUNTY SHERIFF’S OFFICE  
501 N. COUNTY FARM RD., ACCOUNTS PAYABLE  
WHEATON, IL 60187

Phone Number: 030- 407-2072

DuPage County Sheriff's Office  
Aaron Jacobs  
501 N County Farm Rd.  
Wheaton, IL 60187  
Phone Number: 630- 407-6163

**Shipping Method**

DS Ground

<table>
<thead>
<tr>
<th>Product Description</th>
<th>PCM Part #</th>
<th>Mfr Part #</th>
<th>Qty</th>
<th>Unit Price</th>
<th>Ext. Price</th>
</tr>
</thead>
</table>
| Mfr: Hewlett Packard Enterprise  
Expansion module - Gigabit Ethernet (PoE+) x 20 + 10 Gigabit SFP+ x 2 + 2 x SFP+ - for 8206, 5212; Aruba 5406, 5412  
| 8242180 | J9536A | 2 | $2,762.56 | $5,525.12 |
| Comment to this item: No comment added |
| Contract Information: SY  
|  
| Mfr: Hewlett Packard Enterprise  
Power supply (plug-in module) - 1100 Watt - for Aruba 5406R, 5406R z12, 5412R, 5412R z12  
| 13191663 | J8829A#ABA | 2 | $797.87 | $1,595.74 |
| Comment to this item: No comment added |
| Contract Information: SY  
|  
| Mfr: Hewlett Packard Enterprise  
Aruba 2530-24G-PoE+ - Switch - managed - 24 x 10/100/1000 (PoE+) + 4 x Gigabit SFP - desktop, rack-mountable, wall-mountable - PoE+ (195 W)  
| 9430629 | J9773A#ABA | 2 | $1,205.83 | $2,411.66 |
| Comment to this item: No comment added |
| Contract Information: DH  

---

Mr. Hewlett Packard Enterprise
Aruba - SFP (mini-GBIC) transceiver module - GigE - 1000Base-SX - LC multi-mode - up to 1640 ft - for OfficeConnect 141024; Aruba 2930M 24, 2930M 40, 8320, MACsec Advanced Module

<table>
<thead>
<tr>
<th>P/N</th>
<th>Mfr.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>40905295</td>
<td>J4858D</td>
<td>$206.79</td>
</tr>
<tr>
<td>$1,240.74</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Daniel Hada: **I will re-quote if/when I get better pricing from my team. all in stock.**

**Contract Information:** DH

- **Mfr:** Services (by PCM Logistics)
- **Contact Product Manager prior to use of SKU to see if a dropship is possible on the product your customer needs.**
- **Use DS ship method only for any orders.**

**Comment to this item:** No comment added

<table>
<thead>
<tr>
<th>P/N</th>
<th>Mfr.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>33333</td>
<td>DROPSHIP</td>
<td>$0.00</td>
</tr>
<tr>
<td>$2.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Promotional pricing is limited to the duration of the specific promotion, and is subject to change.**

- **If you have any questions regarding your order, contact your Account Representative, Daniel Harla at (630)848-4582 Ext or eMail at Daniel.Harla@pcm.com.**

- **Thanks again for shopping at PCM Business Direct.**

1940 E. Mariposa Ave, El Segundo, CA 90245 - 800-700-1000
©2018 PCM Sales, Inc.
Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Oct 29, 2018

Purchase Order #: 100000420
Original Purchase Order Date: 
Change Order #: 1
Department: Sheriff's Office
Vendor Name: Currie Motors
Vendor #: 12434
Dept Contact: Colleen Zbilski

Background and/or Reason for Change Order Request:
Furnish & Deliver (1) 2018 Ford Transit-250 and (1) 2018 Ford Transit-350 for the DPC Sheriff's Office FUI & Transport. Decrease contract total $27,721.00, due to not receiving 2018 Ford Transit 250 van.

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 $57,987.00
B  Not $ change for previous Change Orders
C  Current contract amount (A + B) $57,987.00
D  Amount of this Change Order ☑ Increase ☒ Decrease ($27,721.00)
E  New contract amount (C + D) $30,266.00
F  Percent of current contract value this Change Order represents (D / C) -47.81%
G  Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts) -47.81%

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

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

CZ 2122 Oct 29, 2018 2122 19/18
Prepared By (Initials) Phone Ext Date Recommended for Approval (Initials) Phone Ext Date

REVIEWED BY (Initials Only)

Buyer Date 
Procurement Officer Date 
Chief Financial Officer (Decision Memos Over $25,000) Date 
Chairman's Office (Decision Memos Over $25,000) Date 

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER

Rev 1.7 6/25/18
Required Vendor Ethics Disclosure Statement

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

Company Name: CURRIE MOTORS FRANKFORT
Contact Phone: (815) 464-9200

Company Contact: THOMAS SULLIVAN
Contact Email: CURRIEFL.EET@GMAIL.COM

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature:

Printed Name: THOMAS SULLIVAN
Title: CAM
Date: Jan 23, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page ____ of _____ (total number of pages)
Grant Proposal Notification

GPN Number: 057-18
(Completed by Finance Department)

Date of Notification: 10/16/2018
(MM/DD/YYYY)

Parent Committee Agenda Date: 11/20/2018
(Completed by Finance Department)

Grant Application Due Date: 11/15/2018
(MM/DD/YYYY)

Name of Grant: Emergency Management Performance Grant (EMPG) FFY 2019

Name of Grantor: Illinois Emergency Management Agency (IEMA)

Originating Entity: United States Department of Homeland Security
(Name the entity from which the funding originates, if Grantor is a pass-thru entity)

County Department: Office of Homeland Security and Emergency Management (OHSEM)

Department Contact: Joseph Rogers, Emergency Response Coordinator, x 2931
(Name, Title, and Extension)

Parent Committee: Judicial/Public Safety Committee

Grant Amount Requested: $ 465,510.16

Type of Grant: Formula
(Competitive, Continuation, Formula, Project, Direct Payment, Other – Please Specify)

Is this a new non-recurring Grant: ☑ No

Source of Grant: ☑ Federal  ☐ State  ☐ Private  ☐ Corporate

If Federal, provide CFDA: 97.042
If State, provide CSFA: 588-00-0450
1. Justify the department’s need for this grant.

IEMA administers the Emergency Management Assistance (EMA) grant program using federal funds to aid in the administration of effective emergency management in the political subdivisions. Through this program, grantees may receive contributions of up to 50% of the necessary and essential emergency preparedness personnel, benefits, travel, organizational, equipment and certain “additional program needs” expenses including costs for additional exercises beyond the biennial Emergency Operations Plan (EOP) exercise; personnel costs beyond those required for basic preparedness; mitigation planning and awareness; and emergency management public awareness efforts.

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

OHSEM is based on an integrated emergency management program, which starts with strategic, comprehensive, and well-managed plans covering all-hazards which contribute to quality of life for all DuPage County residents. In addition to the specific hazards most-likely to occur in DuPage County such as severe weather (floods, high-wind, and blizzards), hazardous material, and terrorism-related, OHSEM also will plan for emerging threats such as cybersecurity and the need for an updated continuity of operations plan (COOP). This will allow for greater operational efficiency; further complimenting the DuPage County ACT initiative. OHSEM is also updating and will test the County’s tactical interoperable communications plan (TICP) and is writing a communications field operations guide (CFOG). The need for these two documents is consistent with enhancing the customer service of many County stakeholders including police, fire, and PSAP agencies are eagerly awaiting the documents’ completion.

3. What is the period covered by the grant?  

\[
10/01/2018 \quad \text{to} \quad 12/31/2019
\]

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

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

3.1.1. \[\text{ (MM/YY) and (Duration) }\]

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

No

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

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

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

5.2. After expenditure of costs (reimbursement-based)  

Yes
6. Does the grant allow for Personnel Costs? (Yes or No) __________

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

6.1.1. Total salary $706,386.01 Percentage covered by grant 65.9%

6.1.2. Total fringe benefits $227,818.69 Percentage covered by grant 0%

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

   6.1.3.1. If yes, which ones are disallowed?

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

      1000-1900

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

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

      6.2.1.1. Full-time _________ Part-time _________ Temporary _________

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

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

6.3.1. If yes, please answer the following:

6.3.1.1. How many years beyond the grant term?  

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

6.3.1.3. Total annual salary  

6.3.1.4. Total annual fringe benefits  

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

7.1. If yes, please answer the following:

7.1.1. Total estimated direct administrative costs for project  

7.1.2. Percentage of direct administrative costs covered by grant  

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

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

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

9.1. If yes, please answer the following:

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

9.1.2. What is the dollar amount of the County's match?  

$490,260.54
9.1.3. What Company-Accounting Unit(s) will provide the matching requirement?  

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

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

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

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

---

1000-1900

$0.00

No

$955,770.70