Government Center
719 S. Batavia Ave., Bldg. A
Geneva, IL 60134

Kane County

KC Administration Committee

Agenda

KIOUS, Juby, Arroyo, Garcia, Gumz, Young, ex-officios Roth (County Vice Chair) and Pierog (County Chair)

Wednesday, November 12, 2025 **10:30 AM** **County Board Room**

2025 Committee Goals

- Invest in the county capital assets through the Five-Year Capital Plan using capital and American Rescue Plan funding to replace major mechanical systems including heating, air conditioning, fire safety, and water systems identified for replacement by condition assessments.
- Invest in scheduled lifecycle replacement of county computer systems, network infrastructure, and telephone systems.
- Upgrade and maintain all county software, applications, and databases to provide continuity of operations for the county offices and departments and the visiting public.
- Provide a secure computing and online environment for the county offices and departments and the visiting public.
- Update and maintain the Five-Year Capital Plan, Facilities Condition Assessments, and Building Utilization Assessments.
- Promote the county's ability to license fiber optic network infrastructure assets for the development of Kane County.

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1. **Call To Order**
2. **Roll Call**
3. **Remote Attendance Requests**
4. **Approval of Minutes: October 15, 2025**
5. **Public Comment**
6. **Finance Report**
   - **A.** Monthly Finance Reports
7. **Executive Director's Report (R. Fahnestock)**
8. **Building Management (K. Harris)**
   - **A.** **Resolution:** Authorizing a Contract Extension for Kane County HVAC Maintenance & Repair Services with 1 Source Mechanical, Inc., Hartwig Mechanical, Inc., Air Comfort, LLC, R.J. O'Neil, Inc., and F.E. Moran, Inc. Mechanical Services for the Building Management Department (BID# 23-007)

B. **Resolution:** Authorizing Natural Gas Utility Brokering and Purchase Agreement

9. Information Technologies (C. Lasky)

A. **Resolution:** Authorizing the Use of the State of Illinois Contract to Purchase Hardware & Services Through Presidio's JPMC VOIP & Cisco Equipment and Services Contract for the Information Technologies Department (Contract# CMT4021089)

B. **Resolution:** Authorizing the Use of the State of Illinois Contract to Purchase Software & Services Through Presidio's JPMC VOIP & Cisco Equipment and Services Contract for the Information Technologies Department (Contract# CMT4021089)

10. Geographic Information Systems (K. Lebo)

A. **Resolution:** Authorizing a Master License Agreement with VertiGIS Software for GIS

11. Mill Creek SSA (R. Fahnestock)

12. Vehicles

A. **Resolution:** Approving the Purchase of Five (5) 2026 Tandem Axle Truck Cab and Chassis for the Kane County Division of Transportation

13. New Business

A. **Resolution:** Authorizing the Placement of a Historical Marker and Liberty Tree to Honor Revolutionary War Patriots Buried in Kane County

14. Old Business

15. Reports Placed On File

16. Executive Session (if needed)

17. Adjournment

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

FINANCE REPORT NO. TMP-25-1359

MONTHLY FINANCE REPORTS

Committee Revenue Budget Report - by Account Detail

Through October 31, 2025 (91.7% YTD)

***2020, 2021, 2022, 2023, 2024 Actual Fiscal Year**

Department / Fund / Account Classification	2020 Actual Amount*	2021 Actual Amount*	2022 Actual Amount*	2023 Actual Amount*	2024 Actual Amount*	2025 Actual Amount	2025 Amended Budget	2025 Adopted Budget	2025 YTD% Actual/Amended Budget	2020 - 2025 Trend
060 Information Technologies	**2,845,395**	**3,349,568**	**2,640,902**	**2,623,525**	**3,124,997**	**3,744,365**	**3,443,213**	**3,349,312**	**108.7%**	
001 General Fund	**1,018,313**	**1,114,650**	**1,151,772**	**1,208,784**	**1,385,794**	**1,222,913**	**1,053,234**	**1,053,234**	**116.1%**	
Revenue	***1,018,313***	***1,114,650***	***1,151,772***	***1,208,784***	***1,385,794***	***1,222,913***	***1,053,234***	***1,053,234***	***116.1%***	
Other	**124,770**	**143,335**	**98,380**	**157,673**	**154,118**	**134,739**	**167,215**	**167,215**	**80.6%**	
38900 - Miscellaneous Other	124,770	143,335	98,380	157,673	154,118	134,739	167,215	167,215	80.6%	
Transfers In	**767,608**	**767,608**	**790,924**	**778,306**	**841,230**	**773,780**	**787,085**	**787,085**	**98.3%**	
39000 - Transfer From Other Funds	767,608	767,608	-	-	-	-	-	-	0.0%	
39001 - Transfer from General Fund 001	-	-	-	17,478	-	-	-	-	0.0%	
39010 - Transfer from Insurance Liability Fund 010	-	-	3,575	4,078	3,981	4,935	4,935	4,935	100.0%	
39101 - Transfer from Geographic Information Systems Fund 101	-	-	31,282	33,616	34,585	32,775	32,775	32,775	100.0%	
39120 - Transfer from Grand Victoria Casino Elgin Fund 120	-	-	2,689	1,622	1,253	1,543	2,177	2,177	70.9%	
39127 - Transfer from Judicial Technology Sales Tax Fund 127	-	-	25,000	35,196	13,370	8,709	8,709	8,709	100.0%	
39150 - Transfer from Sales Tax Automation Fund 150	-	-	-	4,370	2,971	5,806	5,806	5,806	100.0%	
39160 - Transfer from Vital Record Automation Fund 160	-	-	1,955	1,515	594	2,032	2,032	2,032	100.0%	
39197 - Transfer from Foreclosure Mediation Fund 197	-	-	-	2,913	-	-	-	-	0.0%	
39200 - Transfer from Court Automation Fund 200	-	-	25,137	-	23,770	17,418	17,418	17,418	100.0%	
39201 - Transfer from Court Document Storage Fund 201	-	-	36,309	-	11,885	11,612	11,612	11,612	100.0%	
39202 - Transfer from Child Support Fund 202	-	-	11,172	-	5,942	5,806	5,806	5,806	100.0%	
39203 - Transfer from Circuit Clerk Admin Services Fund 203	-	-	13,965	-	8,914	8,709	8,709	8,709	100.0%	
39204 - Transfer from Circuit Clerk Electronic Citation Fund 204	-	-	8,379	-	5,942	5,806	5,806	5,806	100.0%	
39250 - Transfer from Law Library Fund 250	-	-	5,585	5,826	2,971	2,903	2,903	2,903	100.0%	
39269 - Transfer from KaneComm Fund 269	-	-	108,445	110,973	105,650	63,866	63,866	63,866	100.0%	
39290 - Transfer from Animal Control Fund 290	-	-	30,719	-	38,626	37,739	37,739	37,739	100.0%	
39300 - Transfer from County Highway Fund 300	-	-	172,588	184,111	183,293	180,216	180,216	180,216	100.0%	
39302 - Transfer from Motor Fuel Tax Fund 302	-	-	92,169	104,868	109,934	107,411	107,411	107,411	100.0%	
39350 - Transfer from County Health Fund 350	-	-	175,936	180,606	191,345	186,953	186,953	186,953	100.0%	
39351 - Transfer from Kane Kares Fund 351	-	-	13,963	17,478	18,124	17,708	17,708	17,708	100.0%	
39355 - Transfer from American Rescue Plan Fund 355	-	-	-	5,826	5,942	11,612	11,612	11,612	100.0%	
39380 - Transfer from Veterans' Commission Fund 380	-	-	-	12,368	11,885	14,515	14,515	14,515	100.0%	
39400 - Transfer from Economic Development Fund 400	-	-	-	4,370	2,228	2,177	2,177	2,177	100.0%	
39401 - Transfer from Community Development Block Grant Fund 401	-	-	6,721	4,456	4,412	2,741	7,112	7,112	38.5%	
39402 - Transfer from HOME Program Fund 402	-	-	2,390	2,501	1,552	639	2,758	2,758	23.2%	
39404 - Transfer from Homeless Management Info Systems Fund 404	-	-	2,688	2,951	3,677	1,357	4,790	4,790	28.3%	
39406 - Transfer from OCR & Recovery Act Programs Fund 406	-	-	-	-	-	-	-	-	0.0%	
39409 - Transfer from Continuum of Care Planning Grant Fund 409	-	-	1,344	1,524	2,070	2,422	1,597	1,597	151.6%	
39410 - Transfer from Elgin CDBG Fund 410	-	-	3,137	1,466	1,362	985	4,500	4,500	21.9%	
39412 - Transfer from Emergency Rental Assistance #2 Fund 412	-	-	-	3,303	9,887	4,311	2,903	2,903	148.5%	
39413 - Transfer from CDBG-CV Fund 413	-	-	-	821	2,097	-	1,161	1,161	0.0%	
39414 - Transfer from Home - ARP Fund 414	-	-	-	2,091	6,373	4,630	4,935	4,935	93.8%	
39415 - Transfer from Homeless Prevention Program Fund 415	-	-	8,962	2,716	-	-	-	-	0.0%	
39420 - Transfer from Stormwater Management Fund 420	-	-	279	262	267	261	261	261	100.0%	
39430 - Transfer from Farmland Preservation Fund 430	-	-	1,396	3,641	2,228	2,177	2,177	2,177	100.0%	
39520 - Transfer from Mill Creek Special Service Area Fund 520	-	-	3,351	23,496	23,090	23,019	23,019	23,019	100.0%	
39650 - Transfer from Enterprise Surcharge Fund 650	-	-	1,788	1,864	1,010	987	987	987	100.0%	
Charges for Services	**125,935**	**203,707**	**262,467**	**272,805**	**390,446**	**314,395**	**98,934**	**98,934**	**317.8%**	
34020 - Computer Services Fees	125,935	203,707	262,467	272,805	390,376	314,395	98,934	98,934	317.8%	
34870 - GIS Mapping Fees	-	-	-	-	70	-	-	-	0.0%	
101 Geographic Information Systems	**1,522,325**	**1,849,269**	**1,190,471**	**1,040,002**	**1,416,883**	**2,209,458**	**1,982,421**	**1,888,520**	**111.5%**	
Revenue	***1,522,325***	***1,849,269***	***1,190,471***	***1,040,002***	***1,416,883***	***2,209,458***	***1,982,421***	***1,888,520***	***111.5%***	
Interest Revenue	**21,648**	**(345)**	**(17,399)**	**62,417**	**47,033**	**37,864**	**50,000**	**50,000**	**75.7%**	
38000 - Investment Income	21,648	(345)	(17,399)	62,417	47,033	37,864	50,000	50,000	75.7%	

Committee Revenue Budget Report - by Account Detail

Through October 31, 2025 (91.7% YTD)

***2020, 2021, 2022, 2023, 2024 Actual Fiscal Year**

Department / Fund / Account Classification	2020 Actual Amount*	2021 Actual Amount*	2022 Actual Amount*	2023 Actual Amount*	2024 Actual Amount*	2025 Actual Amount	2025 Amended Budget	2025 Adopted Budget	2025 YTD% Actual/Amended Budget	2020 - 2025 Trend
Other	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 906,921**	**$ 813,020**	**0.0%**	
39900 - Fund Balance Utilization	$ -	$ -	$ -	$ -	$ -	$ -	$ 906,921	$ 813,020	0.0%	
Reimbursements	**$ -**	**$ 467**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**0.0%**	
37900 - Miscellaneous Reimbursement	$ -	$ 467	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
Transfers In	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**0.0%**	
39000 - Transfer From Other Funds	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
Charges for Services	**$ 1,500,677**	**$ 1,849,147**	**$ 1,207,870**	**$ 977,585**	**$ 1,369,850**	**$ 2,171,594**	**$ 1,025,500**	**$ 1,025,500**	**211.8%**	
34010 - GIS Counter Sale Fees	$ -	$ -	$ 970	$ 360	$ 170	$ 620	$ 500	$ 500	124.0%	
34180 - GIS Fees	$ 1,500,677	$ 1,849,147	$ 1,206,900	$ 977,225	$ 1,369,680	$ 2,170,974	$ 1,025,000	$ 1,025,000	211.8%	
385 IL Counties Information Mgmt	**$ 1**	**$ (0)**	**$ 4,341**	**$ 109**	**$ 50**	**$ 23**	**$ 1,058**	**$ 1,058**	**2.2%**	
Revenue	***$ 1***	***$ (0)***	***$ 4,341***	***$ 109***	***$ 50***	***$ 23***	***$ 1,058***	***$ 1,058***	***2.2%***	
Interest Revenue	**$ 1**	**$ (0)**	**$ (59)**	**$ 109**	**$ 50**	**$ 23**	**$ 58**	**$ 58**	**40.3%**	
38000 - Investment Income	$ 1	$ (0)	$ (59)	$ 109	$ 50	$ 23	$ 58	$ 58	40.3%	
Charges for Services	**$ -**	**$ -**	**$ 4,400**	**$ -**	**$ -**	**$ -**	**$ 1,000**	**$ 1,000**	**0.0%**	
35400 - ICIM Association Fees	$ -	$ -	$ 4,400	$ -	$ -	$ -	$ 1,000	$ 1,000	0.0%	
390 Web Technical Services	**$ 304,755**	**$ 385,649**	**$ 294,318**	**$ 374,631**	**$ 322,270**	**$ 311,971**	**$ 406,500**	**$ 406,500**	**76.7%**	
Revenue	***$ 304,755***	***$ 385,649***	***$ 294,318***	***$ 374,631***	***$ 322,270***	***$ 311,971***	***$ 406,500***	***$ 406,500***	***76.7%***	
Interest Revenue	**$ 7,255**	**$ 1,066**	**$ (3,182)**	**$ 17,131**	**$ 24,770**	**$ 19,471**	**$ 14,000**	**$ 14,000**	**139.1%**	
38000 - Investment Income	$ 7,255	$ 1,066	$ (3,182)	$ 17,131	$ 24,770	$ 19,471	$ 14,000	$ 14,000	139.1%	
Other	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 100,000**	**$ 100,000**	**0.0%**	
39900 - Fund Balance Utilization	$ -	$ -	$ -	$ -	$ -	$ -	$ 100,000	$ 100,000	0.0%	
Transfers In	**$ 297,500**	**$ 384,583**	**$ 297,500**	**$ 357,500**	**$ 297,500**	**$ 292,500**	**$ 292,500**	**$ 292,500**	**100.0%**	
39000 - Transfer From Other Funds	$ 297,500	$ 384,583	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
39120 - Transfer from Grand Victoria Casino Elgin Fund 120	$ -	$ -	$ 297,500	$ 297,500	$ 297,500	$ 292,500	$ 292,500	$ 292,500	100.0%	
39355 - Transfer from American Rescue Plan Fund 355	$ -	$ -	$ -	$ 60,000	$ -	$ -	$ -	$ -	0.0%	
Grand Total	**$ 2,845,395**	**$ 3,349,568**	**$ 2,640,902**	**$ 2,623,525**	**$ 3,124,997**	**$ 3,744,365**	**$ 3,443,213**	**$ 3,349,312**	**108.7%**	

Committee Expense Budget Report - by Account Detail

Through October 31, 2025 (91.7% YTD, 88.46% Payroll Expense through Pay Period Ending 10/11/2025)

***2020, 2021, 2022, 2023, 2024 Actual Fiscal Year**

Department / Fund / Account Classification	2020 Actual Amount*	2021 Actual Amount*	2022 Actual Amount*	2023 Actual Amount*	2024 Actual Amount*	2025 Actual Amount	2025 Amended Budget	2025 Adopted Budget	2025 YTD% Actual/Amended Budget	2020 - 2025 Trend
060 Information Technologies	**$ 5,181,131**	**$ 5,866,294**	**$ 5,847,864**	**$ 5,920,978**	**$ 5,845,891**	**$ 5,474,248**	**$ 7,630,230**	**$ 7,474,777**	**71.7%**	
001 General Fund	**$ 3,449,128**	**$ 3,564,272**	**$ 3,944,438**	**$ 4,095,163**	**$ 4,067,554**	**$ 3,695,953**	**$ 5,240,251**	**$ 5,178,699**	**70.5%**	
Expenses	***$ 3,449,128***	***$ 3,564,272***	***$ 3,944,438***	***$ 4,095,163***	***$ 4,067,554***	***$ 3,695,953***	***$ 5,240,251***	***$ 5,178,699***	***70.5%***	
Personnel Services- Salaries & Wages	**$ 2,639,437**	**$ 2,698,146**	**$ 2,899,576**	**$ 3,012,582**	**$ 3,518,899**	**$ 3,234,628**	**$ 4,052,597**	**$ 3,991,045**	**79.8%**	
40000 - Salaries and Wages	$ 2,777,868	$ 2,799,147	$ 2,945,311	$ 2,978,990	$ 3,485,504	$ 3,207,758	$ 3,990,117	$ 3,928,565	80.4%	
40002 - Non-Union Wage Increase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
40003 - Cost of Living Increase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
40005 - New Position Budget Moved to Contingency	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
40007 - Equity Study Adjustments	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
40009 - Salaries and Wages Subsidy	$ (181,935)	$ (131,547)	$ (83,001)	$ -	$ -	$ -	$ -	$ -	0.0%	
40200 - Overtime Salaries	$ 43,504	$ 30,546	$ 37,266	$ 33,592	$ 33,396	$ 26,870	$ 62,480	$ 62,480	43.0%	
Personnel Services- Employee Benefits	**$ 429,542**	**$ 470,051**	**$ 510,979**	**$ 586,448**	**$ 652,652**	**$ -**	**$ 1,324,802**	**$ 1,324,802**	**0.0%**	
45000 - Healthcare Contribution	$ 447,385	$ 477,542	$ 509,801	$ 572,413	$ 636,114	$ -	$ 720,649	$ 720,649	0.0%	
45009 - Healthcare Subsidy	$ (29,959)	$ (20,483)	$ (12,587)	$ -	$ -	$ -	$ -	$ -	0.0%	
45010 - Dental Contribution	$ 13,105	$ 13,593	$ 14,089	$ 14,034	$ 16,538	$ -	$ 19,060	$ 19,060	0.0%	
45019 - Dental Subsidy	$ (990)	$ (601)	$ (324)	$ -	$ -	$ -	$ -	$ -	0.0%	
45100 - FICA/SS Contribution	$ -	$ -	$ -	$ -	$ -	$ -	$ 303,524	$ 303,524	0.0%	
45200 - IMRF Contribution	$ -	$ -	$ -	$ -	$ -	$ -	$ 212,499	$ 212,499	0.0%	
53010 - Workers Compensation	$ -	$ -	$ -	$ -	$ -	$ -	$ 69,070	$ 69,070	0.0%	
Contractual Services	**$ 293,895**	**$ 314,455**	**$ 441,969**	**$ 397,485**	**$ 436,247**	**$ 404,192**	**$ 1,064,904**	**$ 1,064,904**	**38.0%**	
50150 - Contractual/Consulting Services	$ 142,705	$ 169,639	$ 191,552	$ 193,306	$ 208,151	$ 113,863	$ 447,400	$ 447,400	25.4%	
50235 - Public Health Services - Coronavirus	$ -	$ -	$ 40,590	$ -	$ -	$ -	$ -	$ -	0.0%	
50340 - Software Licensing Cost	$ 1,883	$ 230	$ -	$ 76	$ -	$ -	$ -	$ -	0.0%	
52130 - Repairs and Maint- Computers	$ 34,043	$ 60,475	$ 58,170	$ 62,980	$ 95,341	$ 103,631	$ 148,003	$ 148,003	70.0%	
52140 - Repairs and Maint- Copiers	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,500	$ 7,500	0.0%	
52150 - Repairs and Maint- Comm Equip	$ 51,205	$ 36,765	$ 119,591	$ 65,836	$ 103,183	$ 175,137	$ 368,000	$ 368,000	47.6%	
52230 - Repairs and Maint- Vehicles	$ 2,731	$ 2,430	$ 1,553	$ 2,340	$ 3,811	$ 977	$ 4,000	$ 4,000	24.4%	
52240 - Repairs and Maint- Office Equip	$ -	$ 683	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
53040 - General Advertising	$ -	$ 67	$ -	$ 74	$ -	$ -	$ 1,500	$ 1,500	0.0%	
53100 - Conferences and Meetings	$ 7,645	$ 29,270	$ 19,155	$ 36,194	$ 21,457	$ 1,151	$ 40,000	$ 40,000	2.9%	
53110 - Employee Training	$ 52,629	$ 14,034	$ 9,589	$ 35,586	$ 3,402	$ 9,378	$ 45,501	$ 45,501	20.6%	
53120 - Employee Mileage Expense	$ 934	$ 862	$ 1,485	$ 1,093	$ 903	$ 57	$ 3,000	$ 3,000	1.9%	
53130 - General Association Dues	$ 120	$ -	$ 285	$ -	$ -	$ -	$ -	$ -	0.0%	
Commodities	**$ 86,255**	**$ 81,619**	**$ 91,913**	**$ 98,649**	**$ 112,408**	**$ 57,133**	**$ 122,750**	**$ 122,750**	**46.5%**	
60000 - Office Supplies	$ 12,984	$ 19,232	$ 25,282	$ 17,035	$ 26,372	$ 13,599	$ 27,300	$ 27,300	49.8%	
60020 - Computer Related Supplies	$ 29,655	$ 38,851	$ 36,771	$ 46,481	$ 51,966	$ 26,458	$ 55,450	$ 55,450	47.7%	
60050 - Books and Subscriptions	$ 1,510	$ 1,387	$ 330	$ 259	$ -	$ -	$ -	$ -	0.0%	
60060 - Computer Software- Non Capital	$ 1,212	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
60110 - Printing Supplies	$ 36,360	$ 17,498	$ 22,497	$ 26,071	$ 31,235	$ 14,026	$ 36,000	$ 36,000	39.0%	
60265 - Public Health Commodities - Coronavirus	$ -	$ 94	$ 2,535	$ 4,960	$ -	$ -	$ -	$ -	0.0%	
60570 - Office Furniture - Non-Capital	$ 3,450	$ 2,600	$ 1,806	$ 1,569	$ -	$ -	$ -	$ -	0.0%	
63040 - Fuel- Vehicles	$ 1,084	$ 1,805	$ 2,692	$ 2,274	$ 2,835	$ 2,799	$ 4,000	$ 4,000	70.0%	
64000 - Telephone	$ -	$ 152	$ -	$ -	$ -	$ 252	$ -	$ -	0.0%	
Capital	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**0.0%**	
70060 - Communications Equipment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
70070 - Automotive Equipment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
Services	**$ -**	**$ -**	**$ -**	**$ -**	**$ (652,652)**	**$ -**	**$ (1,324,802)**	**$ (1,324,802)**	**0.0%**	

Committee Expense Budget Report - by Account Detail

Through October 31, 2025 (91.7% YTD, 88.46% Payroll Expense through Pay Period Ending 10/11/2025)

***2020, 2021, 2022, 2023, 2024 Actual Fiscal Year**

Department / Fund / Account Classification	2020 Actual Amount*	2021 Actual Amount*	2022 Actual Amount*	2023 Actual Amount*	2024 Actual Amount*	2025 Actual Amount	2025 Amended Budget	2025 Adopted Budget	2025 YTD% Actual/Amended Budget	2020 - 2025 Trend
45005 - Healthcare Contribution Contra Account	$ -	$ -	$ -	$ -	$ (636,114)	$ -	$ (720,649)	$ (720,649)	0.0%	
45015 - Dental Insurance Contra Account	$ -	$ -	$ -	$ -	$ (16,538)	$ -	$ (19,060)	$ (19,060)	0.0%	
45105 - FICA/SS Contribution Contra Account	$ -	$ -	$ -	$ -	$ -	$ -	$ (303,524)	$ (303,524)	0.0%	
45205 - IMRF Contribution Contra Account	$ -	$ -	$ -	$ -	$ -	$ -	$ (212,499)	$ (212,499)	0.0%	
53015 - Worker's Comp Contra Account	$ -	$ -	$ -	$ -	$ -	$ -	$ (69,070)	$ (69,070)	0.0%	
101 Geographic Information Systems	**$ 1,550,965**	**$ 1,605,818**	**$ 1,528,759**	**$ 1,561,570**	**$ 1,497,445**	**$ 1,568,956**	**$ 1,982,421**	**$ 1,888,520**	**79.1%**	
Expenses	***$ 1,550,965***	***$ 1,605,818***	***$ 1,528,759***	***$ 1,561,570***	***$ 1,497,445***	***$ 1,568,956***	***$ 1,982,421***	***$ 1,888,520***	***79.1%***	
Personnel Services- Salaries & Wages	**$ 722,995**	**$ 749,673**	**$ 749,172**	**$ 698,418**	**$ 757,069**	**$ 620,367**	**$ 835,046**	**$ 779,425**	**74.3%**	
40000 - Salaries and Wages	$ 735,728	$ 749,325	$ 748,569	$ 698,161	$ 756,609	$ 620,248	$ 834,046	$ 778,425	74.4%	
40002 - Non-Union Wage Increase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
40003 - Cost of Living Increase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
40009 - Salaries and Wages Subsidy	$ (13,368)	$ (26)	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
40100 - Part-Time Salaries	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
40200 - Overtime Salaries	$ 635	$ 374	$ 604	$ 257	$ 461	$ 119	$ 1,000	$ 1,000	11.9%	
Personnel Services- Employee Benefits	**$ 258,727**	**$ 280,814**	**$ 269,080**	**$ 239,113**	**$ 227,706**	**$ 187,468**	**$ 281,729**	**$ 246,681**	**66.5%**	
45000 - Healthcare Contribution	$ 128,499	$ 133,962	$ 138,204	$ 130,547	$ 118,738	$ 92,538	$ 149,160	$ 127,290	62.0%	
45009 - Healthcare Subsidy	$ (1,589)	$ (2)	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
45010 - Dental Contribution	$ 4,250	$ 4,646	$ 4,393	$ 3,899	$ 3,661	$ 2,831	$ 4,108	$ 3,689	68.9%	
45019 - Dental Subsidy	$ (110)	$ (0)	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
45100 - FICA/SS Contribution	$ 54,177	$ 55,833	$ 55,776	$ 51,790	$ 55,989	$ 45,725	$ 66,212	$ 59,635	69.1%	
45109 - FICA/SS Subsidy	$ (921)	$ (2)	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
45200 - IMRF Contribution	$ 56,739	$ 64,033	$ 49,063	$ 35,155	$ 33,640	$ 32,655	$ 47,270	$ 42,576	69.1%	
45209 - IMRF Subsidy	$ (1,075)	$ (2)	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
53010 - Workers Compensation	$ 18,756	$ 22,346	$ 21,645	$ 17,722	$ 15,678	$ 13,720	$ 14,979	$ 13,491	91.6%	
Contractual Services	**$ 447,360**	**$ 509,005**	**$ 437,724**	**$ 565,743**	**$ 466,684**	**$ 673,883**	**$ 722,033**	**$ 718,801**	**93.3%**	
50150 - Contractual/Consulting Services	$ 186,471	$ 234,851	$ 144,969	$ 255,829	$ 154,956	$ 335,097	$ 353,850	$ 353,850	94.7%	
52130 - Repairs and Maint- Computers	$ 238,475	$ 250,007	$ 264,816	$ 279,018	$ 285,544	$ 305,018	$ 320,531	$ 320,531	95.2%	
53000 - Liability Insurance	$ 15,373	$ 14,248	$ 17,935	$ 23,309	$ 22,785	$ 29,368	$ 32,069	$ 28,880	91.6%	
53020 - Unemployment Claims	$ 443	$ 450	$ 542	$ 320	$ 367	$ 396	$ 433	$ 390	91.5%	
53100 - Conferences and Meetings	$ 2,310	$ 1,332	$ 897	$ 480	$ 297	$ 2,490	$ 1,000	$ 1,000	249.0%	
53110 - Employee Training	$ 1,793	$ 6,003	$ 5,905	$ 4,116	$ 1,125	$ -	$ 11,000	$ 11,000	0.0%	
53120 - Employee Mileage Expense	$ -	$ -	$ -	$ -	$ -	$ 55	$ 150	$ 150	36.5%	
53130 - General Association Dues	$ 2,495	$ 2,115	$ 2,660	$ 2,670	$ 1,610	$ 1,460	$ 3,000	$ 3,000	48.7%	
Commodities	**$ 13,851**	**$ 15,394**	**$ 19,955**	**$ 11,781**	**$ 11,401**	**$ 16,780**	**$ 29,800**	**$ 29,800**	**56.3%**	
60000 - Office Supplies	$ 2,424	$ 2,559	$ 1,368	$ 1,009	$ 365	$ 3,116	$ 2,600	$ 2,600	119.8%	
60010 - Operating Supplies	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
60020 - Computer Related Supplies	$ 3,048	$ 3,806	$ 6,454	$ 2,823	$ 2,765	$ 1,051	$ 2,600	$ 2,600	40.4%	
60050 - Books and Subscriptions	$ -	$ 1,178	$ 1,042	$ 2,334	$ 1,415	$ 6,564	$ -	$ -	0.0%	
60060 - Computer Software- Non Capital	$ 3,419	$ 2,712	$ 2,771	$ -	$ -	$ -	$ 2,600	$ 2,600	0.0%	
60070 - Computer Hardware- Non Capital	$ 298	$ 298	$ 3,005	$ 85	$ 540	$ 2,424	$ 14,000	$ 14,000	17.3%	
60265 - Public Health Commodities - Coronavirus	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
64000 - Telephone	$ 3,168	$ 3,395	$ 4,593	$ 3,627	$ 3,965	$ 2,137	$ 6,000	$ 6,000	35.6%	
64010 - Cellular Phone	$ 1,495	$ 1,446	$ 722	$ 1,903	$ 2,352	$ 1,487	$ 2,000	$ 2,000	74.4%	
Transfers Out	**$ 42,304**	**$ 42,304**	**$ 31,282**	**$ 33,616**	**$ 34,585**	**$ 32,775**	**$ 32,775**	**$ 32,775**	**100.0%**	
99000 - Transfer To Other Funds	$ 42,304	$ 42,304	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
99001 - Transfer to General Fund 001	$ -	$ -	$ 31,282	$ 33,616	$ 34,585	$ 32,775	$ 32,775	$ 32,775	100.0%	

Committee Expense Budget Report - by Account Detail

Through October 31, 2025 (91.7% YTD, 88.46% Payroll Expense through Pay Period Ending 10/11/2025)

***2020, 2021, 2022, 2023, 2024 Actual Fiscal Year**

Department / Fund / Account Classification	2020 Actual Amount*	2021 Actual Amount*	2022 Actual Amount*	2023 Actual Amount*	2024 Actual Amount*	2025 Actual Amount	2025 Amended Budget	2025 Adopted Budget	2025 YTD% Actual/Amended Budget	2020 - 2025 Trend
Capital	**$ 65,729**	**$ 8,627**	**$ 21,545**	**$ 12,899**	**$ -**	**$ 37,682**	**$ 80,000**	**$ 80,000**	**47.1%**	
70000 - Computers	$ 65,729	$ 2,137	$ 15,304	$ -	$ -	$ 37,682	$ 60,000	$ 60,000	62.8%	
70020 - Computer Software- Capital	$ -	$ 6,490	$ 5,192	$ -	$ -	$ -	$ 20,000	$ 20,000	0.0%	
70050 - Printers	$ -	$ -	$ 1,049	$ 12,899	$ -	$ -	$ -	$ -	0.0%	
Contingency and Other	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,038**	**$ 1,038**	**0.0%**	
89000 - Addition to Fund Balance	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,038	$ 1,038	0.0%	
354 Mass Vaccination Fund	**$ -**	**$ 210,271**	**$ 5,951**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**0.0%**	
Expenses	***$ -***	***$ 210,271***	***$ 5,951***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***0.0%***	
Contractual Services	**$ -**	**$ 55,422**	**$ 2,256**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**0.0%**	
50150 - Contractual/Consulting Services	$ -	$ 34,286	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
50340 - Software Licensing Cost	$ -	$ 21,136	$ 2,256	$ -	$ -	$ -	$ -	$ -	0.0%	
Commodities	**$ -**	**$ 131,983**	**$ 3,695**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**0.0%**	
60010 - Operating Supplies	$ -	$ 122,350	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
60110 - Printing Supplies	$ -	$ 7,267	$ 2,560	$ -	$ -	$ -	$ -	$ -	0.0%	
64010 - Cellular Phone	$ -	$ 1,156	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
64020 - Internet	$ -	$ 1,210	$ 1,135	$ -	$ -	$ -	$ -	$ -	0.0%	
Capital	**$ -**	**$ 22,866**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**0.0%**	
70000 - Computers	$ -	$ 22,866	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
385 IL Counties Information Mgmt	**$ 127**	**$ -**	**$ 2,801**	**$ 723**	**$ 324**	**$ 475**	**$ 1,058**	**$ 1,058**	**44.9%**	
Expenses	***$ 127***	***$ -***	***$ 2,801***	***$ 723***	***$ 324***	***$ 475***	***$ 1,058***	***$ 1,058***	***44.9%***	
Contractual Services	**$ 127**	**$ -**	**$ 2,801**	**$ 723**	**$ 324**	**$ 475**	**$ 1,058**	**$ 1,058**	**44.9%**	
53100 - Conferences and Meetings	$ 127	$ -	$ 2,801	$ 723	$ 324	$ 475	$ 1,058	$ 1,058	44.9%	
390 Web Technical Services	**$ 180,911**	**$ 485,934**	**$ 365,916**	**$ 263,522**	**$ 280,567**	**$ 208,864**	**$ 406,500**	**$ 406,500**	**51.4%**	
Expenses	***$ 180,911***	***$ 485,934***	***$ 365,916***	***$ 263,522***	***$ 280,567***	***$ 208,864***	***$ 406,500***	***$ 406,500***	***51.4%***	
Contractual Services	**$ 180,911**	**$ 455,934**	**$ 365,916**	**$ 263,522**	**$ 280,567**	**$ 208,864**	**$ 406,500**	**$ 406,500**	**51.4%**	
50150 - Contractual/Consulting Services	$ 50,663	$ 273,951	$ 181,096	$ 23,115	$ 47,618	$ 42,135	$ 73,000	$ 73,000	57.7%	
50235 - Public Health Services - Coronavirus	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
50340 - Software Licensing Cost	$ 130,248	$ 181,138	$ 184,820	$ 235,845	$ 232,598	$ 161,000	$ 325,500	$ 325,500	49.5%	
52130 - Repairs and Maint- Computers	$ -	$ 844	$ -	$ 4,563	$ 350	$ 5,728	$ 8,000	$ 8,000	71.6%	
Commodities	**$ -**	**$ 30,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**0.0%**	
60050 - Books and Subscriptions	$ -	$ 30,000	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
Grand Total	**$ 5,181,131**	**$ 5,866,294**	**$ 5,847,864**	**$ 5,920,978**	**$ 5,845,891**	**$ 5,474,248**	**$ 7,630,230**	**$ 7,474,777**	**71.7%**	

Committee Revenue Budget Report - by Account Detail

Through October 31, 2025 (91.7% YTD)

***2020, 2021, 2022, 2023, 2024 Actual Fiscal Year**

epartment / Fund / Account Classificati	2020 Actual Amount*	2021 Actual Amount*	2022 Actual Amount*	2023 Actual Amount*	2024 Actual Amount*	2025 Actual Amount	2025 Amended Budget	2025 Adopted Budget	2025 YTD% Actual/Amended Budget	2020 - 2025 Trend
080 Building Management	**$ 44,983**	**$ 39,335**	**$ 6,084**	**$ 30,557**	**$ (15,344)**	**$ 8,823**	**$ 50,659**	**$ 50,659**	**17.4%**	
001 General Fund	**$ 44,983**	**$ 39,335**	**$ 6,084**	**$ 30,557**	**$ (15,344)**	**$ 8,823**	**$ 50,659**	**$ 50,659**	**17.4%**	
Revenue	***$ 44,983***	***$ 39,335***	***$ 6,084***	***$ 30,557***	***$ (15,344)***	***$ 8,823***	***$ 50,659***	***$ 50,659***	***17.4%***	
Other	**$ 44,983**	**$ 39,335**	**$ 6,084**	**$ 30,557**	**$ (15,344)**	**$ 8,823**	**$ 50,659**	**$ 50,659**	**17.4%**	
38500 - Rental Income	$ 44,983	$ 39,335	$ 6,084	$ 30,557	$ (15,344)	$ 8,823	$ 50,659	$ 50,659	17.4%	
Grand Total	**$ 44,983**	**$ 39,335**	**$ 6,084**	**$ 30,557**	**$ (15,344)**	**$ 8,823**	**$ 50,659**	**$ 50,659**	**17.4%**	

Committee Expense Budget Report - by Account Detail

Through October 31, 2025 (91.7% YTD, 88.46% Payroll Expense through Pay Period Ending 10/11/2025)

***2020, 2021, 2022, 2023, 2024 Actual Fiscal Year**

Department / Fund / Account Classification	2020 Actual Amount*	2021 Actual Amount*	2022 Actual Amount*	2023 Actual Amount*	2024 Actual Amount*	2025 Actual Amount	2025 Amended Budget	2025 Adopted Budget	2025 YTD% Actual/Amended Budget	2020 - 2025 Trend
080 Building Management	**$ 4,672,802**	**$ 5,229,565**	**$ 5,582,604**	**$ 9,720,893**	**$ 8,018,165**	**$ 6,239,970**	**$ 7,964,983**	**$ 7,917,335**	**78.3%**	
001 General Fund	**$ 4,672,802**	**$ 5,003,744**	**$ 5,552,935**	**$ 9,717,053**	**$ 8,018,165**	**$ 6,239,970**	**$ 7,964,983**	**$ 7,917,335**	**78.3%**	
Expenses	***$ 4,672,802***	***$ 5,003,744***	***$ 5,552,935***	***$ 9,717,053***	***$ 8,018,165***	***$ 6,239,970***	***$ 7,964,983***	***$ 7,917,335***	***78.3%***	
Personnel Services- Salaries & Wages	**$ 1,188,014**	**$ 1,179,315**	**$ 1,259,674**	**$ 1,857,313**	**$ 2,631,748**	**$ 2,387,440**	**$ 3,091,580**	**$ 3,043,932**	**77.2%**	
40000 - Salaries and Wages	$ 1,182,884	$ 1,156,776	$ 1,237,804	$ 1,799,144	$ 2,508,375	$ 2,259,895	$ 2,922,424	$ 2,874,776	77.3%	
40002 - Non-Union Wage Increase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
40003 - Cost of Living Increase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
40005 - New Position Budget Moved to Contingency	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
40007 - Equity Study Adjustments	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
40009 - Salaries and Wages Subsidy	$ (13,565)	$ (1,050)	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
40200 - Overtime Salaries	$ 18,695	$ 23,588	$ 21,870	$ 58,169	$ 123,373	$ 127,545	$ 169,156	$ 169,156	75.4%	
Personnel Services- Employee Benefits	**$ 256,074**	**$ 214,371**	**$ 212,401**	**$ 365,217**	**$ 505,080**	**$ -**	**$ 1,074,240**	**$ 1,074,240**	**0.0%**	
45000 - Healthcare Contribution	$ 251,925	$ 207,573	$ 205,742	$ 355,728	$ 492,404	$ -	$ 611,889	$ 611,889	0.0%	
45009 - Healthcare Subsidy	$ (4,402)	$ (437)	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
45010 - Dental Contribution	$ 8,685	$ 7,250	$ 6,660	$ 9,489	$ 12,676	$ -	$ 14,195	$ 14,195	0.0%	
45019 - Dental Subsidy	$ (133)	$ (15)	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
45100 - FICA/SS Contribution	$ -	$ -	$ -	$ -	$ -	$ -	$ 231,226	$ 231,226	0.0%	
45200 - IMRF Contribution	$ -	$ -	$ -	$ -	$ -	$ -	$ 164,241	$ 164,241	0.0%	
53010 - Workers Compensation	$ -	$ -	$ -	$ -	$ -	$ -	$ 52,689	$ 52,689	0.0%	
Contractual Services	**$ 1,608,321**	**$ 1,901,607**	**$ 2,458,862**	**$ 5,375,042**	**$ 3,437,054**	**$ 2,073,248**	**$ 2,685,632**	**$ 2,685,632**	**77.2%**	
50150 - Contractual/Consulting Services	$ -	$ 1,690	$ -	$ 8,720	$ 22,499	$ 1,420	$ -	$ -	0.0%	
50235 - Public Health Services - Coronavirus	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
52000 - Disposal and Water Softener Srvs	$ 28,524	$ 32,120	$ 49,460	$ 62,419	$ 94,219	$ 56,289	$ 71,715	$ 71,715	78.5%	
52010 - Janitorial Services	$ 527,208	$ 562,026	$ 620,390	$ 957,054	$ 565,108	$ 140,276	$ 145,800	$ 145,800	96.2%	
52020 - Repairs and Maintenance- Roads	$ 85,241	$ 127,623	$ 130,218	$ 302,504	$ 229,680	$ 163,506	$ 490,100	$ 490,100	33.4%	
52110 - Repairs and Maint- Buildings	$ 499,114	$ 461,839	$ 802,148	$ 2,044,780	$ 1,650,036	$ 1,392,471	$ 1,488,858	$ 1,488,858	93.5%	
52120 - Repairs and Maint- Grounds	$ 64,098	$ 134,647	$ 183,371	$ 224,009	$ 222,068	$ 93,904	$ 236,750	$ 236,750	39.7%	
52160 - Repairs and Maint- Equipment	$ 192,813	$ 351,158	$ 461,410	$ 1,448,110	$ 385,764	$ 4,728	$ -	$ -	0.0%	
52190 - Equipment Rental	$ -	$ -	$ -	$ 4,284	$ 6,546	$ 1,313	$ 10,000	$ 10,000	13.1%	
52210 - Building Lease	$ 130,053	$ 130,000	$ 129,769	$ 146,332	$ 166,435	$ 144,039	$ 130,000	$ 130,000	110.8%	
52220 - Equipment Lease	$ 187	$ 17,325	$ 18,258	$ 41,239	$ 14,372	$ -	$ -	$ -	0.0%	
52230 - Repairs and Maint- Vehicles	$ 18,474	$ 26,594	$ 23,328	$ 68,473	$ 28,685	$ 8,741	$ 40,000	$ 40,000	21.9%	
52260 - Grease Trap- Septic Services	$ 8,645	$ 8,285	$ 8,600	$ 7,507	$ 10,270	$ 9,510	$ 9,952	$ 9,952	95.6%	
53060 - General Printing	$ 53,965	$ 45,727	$ 31,753	$ 59,612	$ 41,328	$ 51,250	$ 50,000	$ 50,000	102.5%	
53110 - Employee Training	$ -	$ 2,574	$ 155	$ -	$ 45	$ 5,801	$ 12,000	$ 12,000	48.3%	
53120 - Employee Mileage Expense	$ -	$ -	$ -	$ -	$ -	$ -	$ 457	$ 457	0.0%	
Commodities	**$ 1,620,393**	**$ 1,708,452**	**$ 1,621,997**	**$ 2,119,480**	**$ 1,949,363**	**$ 1,779,282**	**$ 2,187,771**	**$ 2,187,771**	**81.3%**	
60010 - Operating Supplies	$ 8,468	$ 7,026	$ 3,834	$ 12,818	$ 18,150	$ 5,243	$ 13,041	$ 13,041	40.2%	
60020 - Computer Related Supplies	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
60040 - Postage	$ -	$ -	$ -	$ -	$ -	$ 735	$ -	$ -	0.0%	
60090 - Utilities- Sewer	$ 136,863	$ 138,959	$ 129,598	$ 157,035	$ 134,264	$ 129,320	$ 100,000	$ 100,000	129.3%	
60100 - Utilities- Water	$ 110,421	$ 122,847	$ 125,061	$ 134,703	$ 131,688	$ 111,935	$ 363,439	$ 363,439	30.8%	
60110 - Printing Supplies	$ 42,236	$ 47,006	$ 66,451	$ 64,270	$ 67,830	$ 60,771	$ 80,080	$ 80,080	75.9%	
60160 - Cleaning Supplies	$ 61,004	$ 56,889	$ 64,325	$ 158,431	$ 127,154	$ 117,746	$ 200,000	$ 200,000	58.9%	
60210 - Uniform Supplies	$ 3,455	$ 4,140	$ 2,893	$ 12,575	$ 5,183	$ 10,480	$ 8,331	$ 8,331	125.8%	
60250 - Medical Supplies and Drugs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
60265 - Public Health Commodities - Coronavirus	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	

Committee Expense Budget Report - by Account Detail

Through October 31, 2025 (91.7% YTD, 88.46% Payroll Expense through Pay Period Ending 10/11/2025)

***2020, 2021, 2022, 2023, 2024 Actual Fiscal Year**

Department / Fund / Account Classification	2020 Actual Amount*	2021 Actual Amount*	2022 Actual Amount*	2023 Actual Amount*	2024 Actual Amount*	2025 Actual Amount	2025 Amended Budget	2025 Adopted Budget	2025 YTD% Actual/Amended Budget	2020 - 2025 Trend
63000 - Utilities- Natural Gas	$ 167,898	$ 142,703	$ 205,239	$ 253,514	$ 216,772	$ 247,375	$ 300,000	$ 300,000	82.5%	
63010 - Utilities- Electric	$ 1,076,655	$ 1,171,352	$ 999,033	$ 1,304,813	$ 1,235,688	$ 1,088,982	$ 1,100,000	$ 1,100,000	99.0%	
63040 - Fuel- Vehicles	$ 13,392	$ 17,530	$ 25,563	$ 21,322	$ 12,634	$ 6,695	$ 22,880	$ 22,880	29.3%	
Capital	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**0.0%**	
70090 - Office Equipment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
Services	**$ -**	**$ -**	**$ -**	**$ -**	**$ (505,080)**	**$ -**	**$ (1,074,240)**	**$ (1,074,240)**	**0.0%**	
45005 - Healthcare Contribution Contra Account	$ -	$ -	$ -	$ -	$ (492,404)	$ -	$ (611,889)	$ (611,889)	0.0%	
45015 - Dental Insurance Contra Account	$ -	$ -	$ -	$ -	$ (12,676)	$ -	$ (14,195)	$ (14,195)	0.0%	
45105 - FICA/SS Contribution Contra Account	$ -	$ -	$ -	$ -	$ -	$ -	$ (231,226)	$ (231,226)	0.0%	
45205 - IMRF Contribution Contra Account	$ -	$ -	$ -	$ -	$ -	$ -	$ (164,241)	$ (164,241)	0.0%	
53015 - Worker's Comp Contra Account	$ -	$ -	$ -	$ -	$ -	$ -	$ (52,689)	$ (52,689)	0.0%	
354 Mass Vaccination Fund	**$ -**	**$ 225,821**	**$ 29,669**	**$ 3,840**	**$ -**	**$ -**	**$ -**	**$ -**	**0.0%**	
Expenses	***$ -***	***$ 225,821***	***$ 29,669***	***$ 3,840***	***$ -***	***$ -***	***$ -***	***$ -***	***0.0%***	
Contractual Services	**$ -**	**$ 201,722**	**$ 29,669**	**$ 3,840**	**$ -**	**$ -**	**$ -**	**$ -**	**0.0%**	
50150 - Contractual/Consulting Services	$ -	$ 201,722	$ 29,669	$ 3,840	$ -	$ -	$ -	$ -	0.0%	
Commodities	**$ -**	**$ 24,099**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**0.0%**	
60010 - Operating Supplies	$ -	$ 24,099	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
Contingency and Other	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**0.0%**	
89000 - Addition to Fund Balance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	
Grand Total	**$ 4,672,802**	**$ 5,229,565**	**$ 5,582,604**	**$ 9,720,893**	**$ 8,018,165**	**$ 6,239,970**	**$ 7,964,983**	**$ 7,917,335**	**78.3%**	

Committee Revenue Budget Report - by Account Detail

Through October 31, 2025 (91.7% YTD)

***2020, 2021, 2022, 2023, 2024 Actual Fiscal Year**

Department / Fund / Account Classification	2020 Actual Amount*	2021 Actual Amount*	2022 Actual Amount*	2023 Actual Amount*	2024 Actual Amount*	2025 Actual Amount	2025 Amended Budget	2025 Adopted Budget	2025 YTD% Actual/Amended Budget	2020 - 2025 Trend
690 Development	**$ 692,503**	**$ 695,338**	**$ 858,192**	**$ 944,022**	**$ 1,013,866**	**$ 1,066,184**	**$ 1,095,493**	**$ 1,094,043**	**97.32%**	
520 Mill Creek Special Service Area	**$ 692,503**	**$ 695,338**	**$ 858,192**	**$ 944,022**	**$ 1,013,866**	**$ 1,066,184**	**$ 1,095,493**	**$ 1,094,043**	**97.32%**	
Revenue	***$ 692,503***	***$ 695,338***	***$ 858,192***	***$ 944,022***	***$ 1,013,866***	***$ 1,066,184***	***$ 1,095,493***	***$ 1,094,043***	***97.32%***	
Interest Revenue	**$ 14,349**	**$ (871)**	**$ (20,964)**	**$ 64,149**	**$ 78,078**	**$ 30,300**	**$ 53,000**	**$ 53,000**	**57.17%**	
38000 - Investment Income	$ 14,349	$ (871)	$ (20,964)	$ 64,149	$ 78,078	$ 30,300	$ 53,000	$ 53,000	57.17%	
Other	**$ -**	**$ 1,123**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 3,459**	**$ 101,363**	**0.00%**	
38900 - Miscellaneous Other	$ -	$ 1,123	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	
39900 - Fund Balance Utilization	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,459	$ 101,363	0.00%	
Transfers In	**$ -**	**$ 15,300**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**	
39000 - Transfer From Other Funds	$ -	$ 15,300	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	
Property Taxes	**$ 678,154**	**$ 679,786**	**$ 879,156**	**$ 879,873**	**$ 935,788**	**$ 1,035,884**	**$ 1,039,034**	**$ 939,680**	**99.70%**	
30000 - Property Taxes	$ 678,154	$ 679,786	$ 879,156	$ 879,873	$ 935,788	$ 1,035,884	$ 1,039,034	$ 939,680	99.70%	
30005 - Property Tax Revenue Recapture	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	
Grand Total	**$ 692,503**	**$ 695,338**	**$ 858,192**	**$ 944,022**	**$ 1,013,866**	**$ 1,066,184**	**$ 1,095,493**	**$ 1,094,043**	**97.32%**	

Committee Expense Budget Report - by Account Detail

Through October 31, 2025 (91.7% YTD, 88.46% Payroll Expense through Pay Period Ending 10/11/2025)

***2020, 2021, 2022, 2023, 2024 Actual Fiscal Year**

Department / Fund / Account Classification	2020 Actual Amount*	2021 Actual Amount*	2022 Actual Amount*	2023 Actual Amount*	2024 Actual Amount*	2025 Actual Amount	2025 Amended Budget	2025 Adopted Budget	2025 YTD% Actual/Amended Budget	2020 - 2025 Trend
690 Development	**$ 600,594**	**$ 475,968**	**$ 761,480**	**$ 792,687**	**$ 1,669,213**	**$ 749,298**	**$ 1,095,493**	**$ 1,094,043**	**68.40%**	
520 Mill Creek Special Service Area	**$ 600,594**	**$ 475,968**	**$ 761,480**	**$ 792,687**	**$ 1,669,213**	**$ 749,298**	**$ 1,095,493**	**$ 1,094,043**	**68.40%**	
Expenses	***$ 600,594***	***$ 475,968***	***$ 761,480***	***$ 792,687***	***$ 1,669,213***	***$ 749,298***	***$ 1,095,493***	***$ 1,094,043***	***68.40%***	
Personnel Services- Salaries & Wages	**$ 45,013**	**$ 42,729**	**$ 68,650**	**$ 68,493**	**$ 70,704**	**$ 50,029**	**$ 73,316**	**$ 72,097**	**68.24%**	
40000 - Salaries and Wages	$ 44,797	$ 42,729	$ 68,650	$ 68,493	$ 70,704	$ 50,029	$ 73,316	$ 72,097	68.24%	
40003 - Cost of Living Increase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	
40200 - Overtime Salaries	$ 216	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	
Personnel Services- Employee Benefits	**$ 9,586**	**$ 17,356**	**$ 29,808**	**$ 28,553**	**$ 29,287**	**$ 19,413**	**$ 29,986**	**$ 29,801**	**64.74%**	
45000 - Healthcare Contribution	$ 729	$ 8,616	$ 17,848	$ 18,167	$ 19,178	$ 11,593	$ 19,100	$ 19,100	60.69%	
45010 - Dental Contribution	$ 495	$ 27	$ 14	$ -	$ -	$ 90	$ -	$ -	0.00%	
45100 - FICA/SS Contribution	$ 3,421	$ 3,300	$ 5,292	$ 5,264	$ 5,403	$ 3,777	$ 5,612	$ 5,516	67.30%	
45200 - IMRF Contribution	$ 3,580	$ 3,795	$ 4,699	$ 3,573	$ 3,244	$ 2,683	$ 4,004	$ 3,937	67.02%	
53010 - Workers Compensation	$ 1,361	$ 1,618	$ 1,954	$ 1,549	$ 1,462	$ 1,270	$ 1,270	$ 1,248	100.00%	
Contractual Services	**$ 530,103**	**$ 398,299**	**$ 646,940**	**$ 652,380**	**$ 1,523,660**	**$ 643,510**	**$ 939,372**	**$ 939,326**	**68.50%**	
50150 - Contractual/Consulting Services	$ 19,633	$ 13,040	$ 1,678	$ 70,886	$ 892,683	$ 22,392	$ 40,200	$ 40,200	55.70%	
50160 - Legal Services	$ 1,035	$ 2,363	$ 495	$ 1,890	$ -	$ -	$ 6,000	$ 6,000	0.00%	
50480 - Security Services	$ 5,760	$ 1,200	$ -	$ -	$ -	$ -	$ 9,000	$ 9,000	0.00%	
52020 - Repairs and Maintenance- Roads	$ 62,640	$ 67,863	$ 65,112	$ 92,267	$ 116,916	$ 68,801	$ 128,000	$ 128,000	53.75%	
52120 - Repairs and Maint- Grounds	$ 285,177	$ 274,772	$ 489,548	$ 426,956	$ 457,768	$ 505,816	$ 570,000	$ 570,000	88.74%	
52180 - Building Space Rental	$ 11,960	$ 13,416	$ 12,185	$ 12,644	$ 11,791	$ 13,027	$ 17,000	$ 17,000	76.63%	
52230 - Repairs and Maint- Vehicles	$ -	$ 682	$ 748	$ 8,071	$ 1,311	$ 853	$ 2,500	$ 2,500	34.12%	
52250 - Intersect Lighting Services	$ 6,012	$ 10,643	$ 75,506	$ 37,418	$ 16,102	$ 4,427	$ 25,000	$ 25,000	17.71%	
53000 - Liability Insurance	$ 1,116	$ 1,032	$ 1,619	$ 2,037	$ 2,124	$ 2,721	$ 2,721	$ 2,675	100.00%	
53020 - Unemployment Claims	$ 33	$ 33	$ 49	$ 28	$ 35	$ 37	$ 37	$ 37	100.00%	
53060 - General Printing	$ 41	$ 69	$ -	$ 183	$ 104	$ -	$ 1,500	$ 1,500	0.00%	
53070 - Legal Printing	$ 354	$ 207	$ -	$ -	$ -	$ 35	$ 500	$ 500	6.90%	
53100 - Conferences and Meetings	$ -	$ 31	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	
53110 - Employee Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	
53120 - Employee Mileage Expense	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	
55000 - Miscellaneous Contractual Exp	$ 136,343	$ 12,950	$ -	$ -	$ 24,826	$ 25,401	$ 136,914	$ 136,914	18.55%	
Commodities	**$ 13,491**	**$ 15,184**	**$ 10,331**	**$ 17,364**	**$ 20,072**	**$ 10,928**	**$ 27,400**	**$ 27,400**	**39.88%**	
60000 - Office Supplies	$ 34	$ 960	$ 1,599	$ 3,965	$ 1,835	$ 839	$ 3,000	$ 3,000	27.97%	
60010 - Operating Supplies	$ 4,334	$ 4,589	$ 341	$ 3,585	$ 3,102	$ 851	$ 3,000	$ 3,000	28.37%	
60040 - Postage	$ -	$ 821	$ -	$ -	$ 1,217	$ -	$ 1,500	$ 1,500	0.00%	
63020 - Utilities- Intersect Lighting	$ 9,122	$ 8,343	$ 7,347	$ 9,217	$ 10,949	$ 8,875	$ 17,100	$ 17,100	51.90%	
63040 - Fuel- Vehicles	$ -	$ 188	$ 45	$ 99	$ 1,972	$ -	$ 2,000	$ 2,000	0.00%	
64010 - Cellular Phone	$ -	$ 283	$ 998	$ 498	$ 998	$ 362	$ 800	$ 800	45.30%	
Transfers Out	**$ 2,400**	**$ 2,400**	**$ 5,751**	**$ 25,896**	**$ 25,490**	**$ 25,419**	**$ 25,419**	**$ 25,419**	**100.00%**	
99000 - Transfer To Other Funds	$ 2,400	$ 2,400	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	
99001 - Transfer to General Fund 001	$ -	$ -	$ 5,751	$ 25,896	$ 25,490	$ 25,419	$ 25,419	$ 25,419	100.00%	
Contingency and Other	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**	
89000 - Addition to Fund Balance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	
Grand Total	**$ 600,594**	**$ 475,968**	**$ 761,480**	**$ 792,687**	**$ 1,669,213**	**$ 749,298**	**$ 1,095,493**	**$ 1,094,043**	**68.40%**	

Committee Revenue Budget Report - by Account Detail

Through October 31, 2025 (91.7% YTD)

***2020, 2021, 2022, 2023, 2024 Actual Fiscal Year**

Department / Fund / Account Classification	2020 Actual Amount*	2021 Actual Amount*	2022 Actual Amount*	2023 Actual Amount*	2024 Actual Amount*	2025 Actual Amount	2025 Amended Budget	2025 Adopted Budget	2025 YTD% Actual/Amended Budget	2020 - 2025 Trend
690 Development	**$ 692,503**	**$ 695,338**	**$ 858,192**	**$ 944,022**	**$ 1,013,866**	**$ 1,066,184**	**$ 1,095,493**	**$ 1,094,043**	**97.32%**	
520 Mill Creek Special Service Area	**$ 692,503**	**$ 695,338**	**$ 858,192**	**$ 944,022**	**$ 1,013,866**	**$ 1,066,184**	**$ 1,095,493**	**$ 1,094,043**	**97.32%**	
Revenue	***$ 692,503***	***$ 695,338***	***$ 858,192***	***$ 944,022***	***$ 1,013,866***	***$ 1,066,184***	***$ 1,095,493***	***$ 1,094,043***	***97.32%***	
Interest Revenue	**$ 14,349**	**$ (871)**	**$ (20,964)**	**$ 64,149**	**$ 78,078**	**$ 30,300**	**$ 53,000**	**$ 53,000**	**57.17%**	
38000 - Investment Income	$ 14,349	$ (871)	$ (20,964)	$ 64,149	$ 78,078	$ 30,300	$ 53,000	$ 53,000	57.17%	
Other	**$ -**	**$ 1,123**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 3,459**	**$ 101,363**	**0.00%**	
38900 - Miscellaneous Other	$ -	$ 1,123	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	
39900 - Fund Balance Utilization	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,459	$ 101,363	0.00%	
Transfers In	**$ -**	**$ 15,300**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**	
39000 - Transfer From Other Funds	$ -	$ 15,300	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	
Property Taxes	**$ 678,154**	**$ 679,786**	**$ 879,156**	**$ 879,873**	**$ 935,788**	**$ 1,035,884**	**$ 1,039,034**	**$ 939,680**	**99.70%**	
30000 - Property Taxes	$ 678,154	$ 679,786	$ 879,156	$ 879,873	$ 935,788	$ 1,035,884	$ 1,039,034	$ 939,680	99.70%	
30005 - Property Tax Revenue Recapture	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	
Grand Total	**$ 692,503**	**$ 695,338**	**$ 858,192**	**$ 944,022**	**$ 1,013,866**	**$ 1,066,184**	**$ 1,095,493**	**$ 1,094,043**	**97.32%**	

Committee Expense Budget Report - by Account Detail

Through October 31, 2025 (91.7% YTD, 88.46% Payroll Expense through Pay Period Ending 10/11/2025)

***2020, 2021, 2022, 2023, 2024 Actual Fiscal Year**

Department / Fund / Account Classification	2020 Actual Amount*	2021 Actual Amount*	2022 Actual Amount*	2023 Actual Amount*	2024 Actual Amount*	2025 Actual Amount	2025 Amended Budget	2025 Adopted Budget	2025 YTD% Actual/Amended Budget	2020 - 2025 Trend
690 Development	**$ 600,594**	**$ 475,968**	**$ 761,480**	**$ 792,687**	**$ 1,669,213**	**$ 749,298**	**$ 1,095,493**	**$ 1,094,043**	**68.40%**	
520 Mill Creek Special Service Area	**$ 600,594**	**$ 475,968**	**$ 761,480**	**$ 792,687**	**$ 1,669,213**	**$ 749,298**	**$ 1,095,493**	**$ 1,094,043**	**68.40%**	
Expenses	***$ 600,594***	***$ 475,968***	***$ 761,480***	***$ 792,687***	***$ 1,669,213***	***$ 749,298***	***$ 1,095,493***	***$ 1,094,043***	***68.40%***	
Personnel Services- Salaries & Wages	**$ 45,013**	**$ 42,729**	**$ 68,650**	**$ 68,493**	**$ 70,704**	**$ 50,029**	**$ 73,316**	**$ 72,097**	**68.24%**	
40000 - Salaries and Wages	$ 44,797	$ 42,729	$ 68,650	$ 68,493	$ 70,704	$ 50,029	$ 73,316	$ 72,097	68.24%	
40003 - Cost of Living Increase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	
40200 - Overtime Salaries	$ 216	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	
Personnel Services- Employee Benefits	**$ 9,586**	**$ 17,356**	**$ 29,808**	**$ 28,553**	**$ 29,287**	**$ 19,413**	**$ 29,986**	**$ 29,801**	**64.74%**	
45000 - Healthcare Contribution	$ 729	$ 8,616	$ 17,848	$ 18,167	$ 19,178	$ 11,593	$ 19,100	$ 19,100	60.69%	
45010 - Dental Contribution	$ 495	$ 27	$ 14	$ -	$ -	$ 90	$ -	$ -	0.00%	
45100 - FICA/SS Contribution	$ 3,421	$ 3,300	$ 5,292	$ 5,264	$ 5,403	$ 3,777	$ 5,612	$ 5,516	67.30%	
45200 - IMRF Contribution	$ 3,580	$ 3,795	$ 4,699	$ 3,573	$ 3,244	$ 2,683	$ 4,004	$ 3,937	67.02%	
53010 - Workers Compensation	$ 1,361	$ 1,618	$ 1,954	$ 1,549	$ 1,462	$ 1,270	$ 1,270	$ 1,248	100.00%	
Contractual Services	**$ 530,103**	**$ 398,299**	**$ 646,940**	**$ 652,380**	**$ 1,523,660**	**$ 643,510**	**$ 939,372**	**$ 939,326**	**68.50%**	
50150 - Contractual/Consulting Services	$ 19,633	$ 13,040	$ 1,678	$ 70,886	$ 892,683	$ 22,392	$ 40,200	$ 40,200	55.70%	
50160 - Legal Services	$ 1,035	$ 2,363	$ 495	$ 1,890	$ -	$ -	$ 6,000	$ 6,000	0.00%	
50480 - Security Services	$ 5,760	$ 1,200	$ -	$ -	$ -	$ -	$ 9,000	$ 9,000	0.00%	
52020 - Repairs and Maintenance- Roads	$ 62,640	$ 67,863	$ 65,112	$ 92,267	$ 116,916	$ 68,801	$ 128,000	$ 128,000	53.75%	
52120 - Repairs and Maint- Grounds	$ 285,177	$ 274,772	$ 489,548	$ 426,956	$ 457,768	$ 505,816	$ 570,000	$ 570,000	88.74%	
52180 - Building Space Rental	$ 11,960	$ 13,416	$ 12,185	$ 12,644	$ 11,791	$ 13,027	$ 17,000	$ 17,000	76.63%	
52230 - Repairs and Maint- Vehicles	$ -	$ 682	$ 748	$ 8,071	$ 1,311	$ 853	$ 2,500	$ 2,500	34.12%	
52250 - Intersect Lighting Services	$ 6,012	$ 10,643	$ 75,506	$ 37,418	$ 16,102	$ 4,427	$ 25,000	$ 25,000	17.71%	
53000 - Liability Insurance	$ 1,116	$ 1,032	$ 1,619	$ 2,037	$ 2,124	$ 2,721	$ 2,721	$ 2,675	100.00%	
53020 - Unemployment Claims	$ 33	$ 33	$ 49	$ 28	$ 35	$ 37	$ 37	$ 37	100.00%	
53060 - General Printing	$ 41	$ 69	$ -	$ 183	$ 104	$ -	$ 1,500	$ 1,500	0.00%	
53070 - Legal Printing	$ 354	$ 207	$ -	$ -	$ -	$ 35	$ 500	$ 500	6.90%	
53100 - Conferences and Meetings	$ -	$ 31	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	
53110 - Employee Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	
53120 - Employee Mileage Expense	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	
55000 - Miscellaneous Contractual Exp	$ 136,343	$ 12,950	$ -	$ -	$ 24,826	$ 25,401	$ 136,914	$ 136,914	18.55%	
Commodities	**$ 13,491**	**$ 15,184**	**$ 10,331**	**$ 17,364**	**$ 20,072**	**$ 10,928**	**$ 27,400**	**$ 27,400**	**39.88%**	
60000 - Office Supplies	$ 34	$ 960	$ 1,599	$ 3,965	$ 1,835	$ 839	$ 3,000	$ 3,000	27.97%	
60010 - Operating Supplies	$ 4,334	$ 4,589	$ 341	$ 3,585	$ 3,102	$ 851	$ 3,000	$ 3,000	28.37%	
60040 - Postage	$ -	$ 821	$ -	$ -	$ 1,217	$ -	$ 1,500	$ 1,500	0.00%	
63020 - Utilities- Intersect Lighting	$ 9,122	$ 8,343	$ 7,347	$ 9,217	$ 10,949	$ 8,875	$ 17,100	$ 17,100	51.90%	
63040 - Fuel- Vehicles	$ -	$ 188	$ 45	$ 99	$ 1,972	$ -	$ 2,000	$ 2,000	0.00%	
64010 - Cellular Phone	$ -	$ 283	$ 998	$ 498	$ 998	$ 362	$ 800	$ 800	45.30%	
Transfers Out	**$ 2,400**	**$ 2,400**	**$ 5,751**	**$ 25,896**	**$ 25,490**	**$ 25,419**	**$ 25,419**	**$ 25,419**	**100.00%**	
99000 - Transfer To Other Funds	$ 2,400	$ 2,400	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	
99001 - Transfer to General Fund 001	$ -	$ -	$ 5,751	$ 25,896	$ 25,490	$ 25,419	$ 25,419	$ 25,419	100.00%	
Contingency and Other	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**	
89000 - Addition to Fund Balance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	
Grand Total	**$ 600,594**	**$ 475,968**	**$ 761,480**	**$ 792,687**	**$ 1,669,213**	**$ 749,298**	**$ 1,095,493**	**$ 1,094,043**	**68.40%**	

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-25-1377

AUTHORIZING A CONTRACT EXTENSION FOR KANE COUNTY HVAC MAINTENANCE & REPAIR SERVICES WITH 1 SOURCE MECHANICAL, INC., HARTWIG MECHANICAL, INC., AIR COMFORT, LLC, R.J. O'NEIL, INC., AND F.E. MORAN, INC. MECHANICAL SERVICES FOR THE BUILDING MANAGEMENT DEPARTMENT (BID# 23-007)

WHEREAS, bids were solicited for the Kane County HVAC Maintenance & Repair Services (BID# 23-007) for facilities maintained by Building Management throughout the County of Kane. Building Management outsources HVAC Maintenance and Repair Services which cannot be performed in-house by County staff; and

WHEREAS, the contracts cover the maintenance and repairs of all HVAC equipment at Kane County Government facilities, and Building Management anticipates service and project needs up to One Million Dollars ($1,000,000) per fiscal year. The responsive and responsible bidders for HVAC Maintenance and repair services are 1.) 1 Source Mechanical, Inc. of Dekalb, IL; 2.) Hartwig Mechanical, Inc. of Harvard, IL; 3.) Air Comfort, LLC. of Broadview, IL; 4.) R.J. O’Neil, Inc. of Montgomery, IL; and 5.) F.E. Moran, Inc. Mechanical Services of Northbrook, IL; and

WHEREAS, Hartwig Mechanical will be on an “as needed”, on call basis, at the per hour rates cited in their respective contract which will remain the same for this one (1) year extension; and

WHEREAS, F.E. Moran, Inc. Mechanical Services will be on an “as needed”, on call basis, at the per hour rates cited in their first year extension of $162/hour which will remain the same for this one (1) year extension; and

WHEREAS, 1 Source Mechanical, Inc. will be on an “as needed”, on call basis and has a price increase of $164/hour Monday-Friday, Overtime Monday-Friday, afterhours, and Saturday’s $238/hour, Sunday’s and holidays $312/hour and material markup is 15%. These rates will be reflected in this one (1) year extension; and

WHEREAS, Air Comfort, LLC will be on an “as needed”, on call basis and has a price increase of $185/hour that will be reflected in this one (1) year extension; and

WHEREAS, R.J. O’Neil will be on an “as needed”, on call basis and has a price increase of $150/hour for regular hours, $210/hour for overtime and $285.50/hour for double time that will be reflected in this one (1) year extension; and

WHEREAS, Resolution No. 23-63 authorized the initial two (2) year contract with three (3) one (1) year extensions. This is the second one (1) year extension; and

WHEREAS, accordingly, appropriate funds have been budgeted for the FY2026 Building Management budget.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized and directed to execute contract extensions with 1.) 1 Source Mechanical, Inc. of Dekalb, IL; 2.) Hartwig Mechanical, Inc. of Harvard, IL; 3,) Air Comfort, LLC. of Broadview, IL; 4.) R.J O'Neil, Inc. of Montgomery, IL; and 5.) F.E. Moran, Inc. Mechanical Services of Northbrook, IL for the second One (1) year contract extension in an amount not to exceed One Million Dollars ($1,000,000) per fiscal year.

Line Item: 001.080.080.52110, 500.800.805.72010, Various
Line Item Description: Repairs and Maint-Buildings/Grounds, Capital, Various
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes
Are funds currently available for this Personnel/Item/Service in the specific line item? Yes
If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on December 9, 2025.

John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing a Contract Extension for Kane County HVAC Maintenance & Repair Services with 1 Source Mechanical, Inc., Hartwig Mechanical, Inc., Air Comfort, LLC, R.J. O'Neil, Inc., and F.E. Moran, Inc. Mechanical Services for the Building Management Department (BID#23-007)

Committee Flow:
Administration Committee, Executive Committee, County Board

Contact:
Kevin Harris, 630-762-2174

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $1,000,000
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

This resolution authorizes the extension of contracts for HVAC Maintenance and Repair Services (BID #23-007) for County of Kane facilities maintained by Building Management with 1.) 1 Source Mechanical, Inc. of Dekalb, IL; 2.) Hartwig Mechanical, Inc. of Harvard, IL; 3.) Air Comfort, LLC. of Broadview, IL; 4.) R.J. O'Neil, Inc. of Montgomery, IL; and 5.) F.E. Moran, Inc. Mechanical Services of Northbrook, IL. This is the second one (1)-year extension, out of three available one (1)- year extensions, to the initial two (2)- year contract., for an amount not-to-exceed One Million Dollars ($1,000,000) per fiscal year.

COUNTY OF KANE
Purchasing Department
KANE COUNTY GOVERNMENT CENTER

719 S. Batavia Avenue, Bldg. A.
Geneva, Illinois 60134

Telephone: (630) 208-3803
Fax: (630) 208-5107

November 5, 2025

OPTION YEAR
CONTRACT SYNOPSIS

Requesting Department:	Kane County Building Management Department
Procurement Name:	**BID 23-007 HVAC Mechanicals Maintenance & Repair Services**
Awarded Vendor:	**1 Source Mechanical, Inc., Hartwig Mechanical, Inc., Air Comfort, LLC, RJ O'Neil, and F.E. Moran, Inc.**

PURPOSE:

Seeking approval of a one (1) year contract extension for HVAC Mechanicals Maintenance & Repair Services for facilities maintained by the Kane County Building Management Department throughout the County.

The previous contract was competitively solicited and awarded by the County Board on February 14, 2023, per Res. No. 23-63, to 1) 1 Source Mechanical, Inc. of Dekalb, IL, 2) Hartwig Mechanical, Inc. of Harvard, IL, 3) Air Comfort, LLC. of Broadview, IL, 4) R.J. O'Neil, Inc. of Montgomery, IL and 5) F.E. Moran, Inc. Mechanical Services of Northbrook, IL for a two (2) year term with an option for an additional three (3) one-year contract extensions if mutually agreed upon by both parties. This is the second option year available with one option year remaining.

The County requests a contract extension as allowed per BID 23-007, the five vendors accept and offer to extend the current services for another one (1) year. The service terms and conditions are to remain the same as outlined in the existing contract. In regard to vendors Hartwig Mechanical and F.E. Moran, Inc, the pricing shall remain the same as previously agreed upon. In regard to vendors 1 Source Mechanical, Inc., Air Comfort, LLC, and R.J. O'Neil, the pricing is updated, as reflected in the resolution, with minimal increase agreed upon by the requesting department.

Staff recommend approval of the one-year contract extension pending approval by the Committee and the Kane County Board.

The new contract extension is effective upon execution by the Kane County Board Chairman.

Submitted By:

Danielle Hoffman

Buyer Kane County Purchasing Department,

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-25-1393

AUTHORIZING NATURAL GAS UTILITY BROKERING AND PURCHASE AGREEMENT

WHEREAS, to receive the best price for natural gas, Kane County purchases natural gas on the open market to service Kane County facilities; and

WHEREAS, natural gas suppliers will not hold any quoted price longer than a 24 hour period in part because prices can swing significantly based on regional and global events; and

WHEREAS, the best method to purchase natural gas that has daily price fluctuations in a commodity market, is through a process which allows real-time submittal and acceptance of the successful price; and

WHEREAS, it has been determined that the best method to procure said purchase of natural gas is to prequalify gas suppliers, receive County Board approval to acquire natural gas, receive bids for the purchase of natural gas and award the purchase of natural gas within one day of opening said bids, a practice the County has previously utilized on several occasions; and

WHEREAS, Tradition Energy has provided quality representation to Kane County and should be retained as Broker of Record in negotiations with electricity suppliers; and

WHEREAS, the electric energy agreement, due to fluctuating prices, may be up to a three (3) year agreement with up to three (3) one year extensions per proposed rates, term, and the acceptance of both parties and the Kane County Board approval.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Building Management Department, Environmental and Water Resources Department, and Purchasing Department are hereby authorized and directed to utilize energy broker services with Tradition Energy to obtain competitive bids and pricing for natural gas for Kane County government buildings.

BE IT FURTHER RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized and directed to award and enter into a contract for the purchase of natural gas for up to a three (3) year term, with up to (3) one-year extensions subject to legal review, modification and recommendations by Kane County States Attorney’s Office. The costs thereof charged to the appropriate operating budgets consistent with the approved budget. Final terms of said contract will be determined by the most favorable rate and terms for Kane County.

Line Item: Various budgets
Line Item Description: Electricity
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes
Are funds currently available for this Personnel/Item/Service in the specific line item? Yes
If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on December 9, 2025.

John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing Natural Gas Utility Brokering and Purchase Agreement

Committee Flow:
Administration Committee, Executive Committee, County Board

Contact:
Kevin Harris, 630-762-2174

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $300,000
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

The current natural gas utility contract with Constellation Energy will be expiring April 30, 2026. Natural gas has daily price fluctuations in a commodity market and suppliers will not hold any quoted prices longer than a 24 hour period. It has been determined that the best method to procure said utility is to prequalify natural gas suppliers and to utilize the services of a utility Broker of Record, such as Tradition Energy. This resolution is two-fold: 1.) It seeks authorization to utilize Tradition Energy as a broker for prequalifying gas suppliers and identifying & securing the best rates available in the commodity market and, 2.) Authorization for the County Chairman to enter an agreement for natural gas services with the most responsible supplier based on the broker, Tradition Energy, and staff recommendations.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-25-1390

AUTHORIZING THE USE OF THE STATE OF ILLINOIS CONTRACT TO PURCHASE HARDWARE & SERVICES THROUGH PRESIDIO'S JPMC VOIP & CISCO EQUIPMENT AND SERVICES CONTRACT FOR THE INFORMATION TECHNOLOGIES DEPARTMENT (CONTRACT# CMT4021089)

WHEREAS, Article 4.11 of Kane County's Purchasing Ordinance permits the procurement of materials, services, equipment, construction and construction-related services through other governmental agencies, provided certain conditions are satisfied; and

WHEREAS, such procurements must be made pursuant to a Cooperative Joint Purchasing Agreement between the government agency that conducted the procurement and the Kane County Board; and

WHEREAS, the State of Illinois (the "State"), conducted a competitive Request for Proposals (RFP) process for the purchase of "JPMC VOIP & Cisco Equipment and Services" in 2021, on behalf of itself and other governmental units and qualified not-for-profit agencies, including state and local governmental entities; and

WHEREAS, the State's procurement process conformed to the requirements of Kane County's Purchasing Ordinance outlined in Article 4.2; and

WHEREAS, the State awarded a contract to Presidio Networked Solutions LLC that runs through 07/21/2033; and

WHEREAS, said contract establishes discounted pricing for a wide array of computer hardware and services offered by Presidio Networked Solutions LLC; and

WHEREAS, other units of Government may participate in the State's contract which effectively permits them to purchase Presidio Networked Solutions LLC products and services at the State's contract prices; and

WHEREAS, the Information Technologies Department is in need of hardware and services for use in most County Offices and Departments; and

WHEREAS, the Information Technologies Department has Nine Hundred Fifty Thousand Dollars ($950,000) budgeted for various Computer Hardware and Services; and

WHEREAS, this is an example of Computer Hardware and Services to be purchased:

Countywide Computer Hardware:
Desktop computers (computers, monitors, laptops, docking stations, scanners, ruggedized Sheriff laptops, UPS, etc.)
Network Equipment (switches, firewalls, routers, access points, UPS, etc.)
Servers and date storage (VM host, servers, SAN storage, NAS storage, etc.)
Copiers and printers

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board authorizes the Information Technologies Department to purchase Computer Hardware and Services from Presidio Networked Solutions LLC under Contract # CMT4021089, in an amount not to exceed Nine Hundred and Fifty Thousand Dollars ($950,000) per fiscal year.

Line Item: 500.800.801.70000, 500.800.801.70020, 001.800.801.50340 , Various
Line Item Description: Capital Software and Hardware, Countywide Software, Various
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes
Are funds currently available for this Personnel/Item/Service in the specific line item? Yes
If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on December 9, 2025.

John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing the Use of the State of Illinois Contract to Purchase Hardware & Services Through Presidio's JPMC VOIP & Cisco Equipment and Services Contract for the Information Technologies Department (Contract #CMT4021089)

Committee Flow:
Administration Committee, Executive Committee, County Board

Contact:
Charles Lasky, 630-232-5837

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $950,000
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

This resolution authorizes the Information Technologies Department to purchase computer hardware and related services from Presidio Networked Solutions LLC using the State of Illinois Contract #CMT4021089.This State competitively bid contract allows other governmental units, including state and local entities, to obtain technology equipment, software, and services at the State's discounted bid rates. Funding for these purchases, not to exceed $950,000 per fiscal year, is included in the various budgets managed by the Information Technologies Department and covers hardware used by all County offices and departments. The Information Technologies Department will remain within approved budget allocations for any purchases made through this contract in the current and future fiscal years.The Information Technologies Department recommends approval of this resolution.

STATE OF ILLINOIS
CONTRACT

Department of Innovation and Technology

JPMC VOIP & Cisco Equipment and Services Contract

CMT4021089

The Parties to this Contract are the State of Illinois acting through the undersigned Agency (the "State") and Vendor. This Contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this Contract, constitute the entire Contract between the Parties concerning the subject matter of the Contract, and in signing the Contract, the Contractor affirms that the Certifications and if applicable the Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Contractor's execution of the Contract. This Contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the Contract. This Contract can be signed in multiple counterparts upon agreement of the Parties.

Contract includes BidBuy Purchase Order? (The Agency answers this question prior to Contract filing.)

☐ Yes

☒ No

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

☒ Yes (IPG Certifications and Disclosures including FORMS B)

☐ No

1. **DESCRIPTION OF SUPPLIES AND SERVICES**
2. **PRICING**
3. **TERM AND TERMINATION**
4. **STANDARD BUSINESS TERMS AND CONDITIONS**
5. **SUPPLEMENTAL PROVISIONS**
6. **STANDARD CERTIFICATIONS**
7. **FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST (IF APPLICABLE)**
8. **CONTRACT SPECIFIC CERTIFICATIONS AND DISCLOSURES – "FORMS B" (IF APPLICABLE)**
9. **PURCHASE ORDER FROM BIDBUY (IF APPLICABLE)**

In consideration of the mutual covenants and agreements contained in this Contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this Contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page.

STATE OF ILLINOIS

CONTRACT

Department of Innovation and Technology

JPMC VOIP & Cisco Equipment and Services Contract

CMT4021089

VENDOR

Vendor Name: Presidio Networked Solutions LLC	Address (Street/City/State/Zip): 8430 W Bryn Mawr Avenue, Suite 450; Chicago, IL 60631
Signature:	Phone: 309-306-7831
Printed Name: Keith Strohman	Fax: N/A
Title: Vice President, SLED Contracts	ALL NOTICES TO: Email: drisk@presidio.com and fkromah@presidio.com
Date: 7/18/2023	

STATE OF ILLINOIS

Procuring Agency: Department of Innovation and Technology	Phone: 217/557-3611
Street Address: 120 W. Jefferson Street	Fax: N/A
City, State ZIP: Springfield, IL 62702	ALL NOTICES TO: Email: DoIT.PSVM@Illinois.gov and DoIT.GeneralCounsel@Illinois.gov
Official Signature: Sanjay Gupta by Jenifer Johnson	Date: 7/21/2023
Printed Name: Sanjay Gupta	by Jenifer L. Johnson, Chief of Staff
Official's Title: Acting Secretary	
Legal Signature: Margaret L. van Dijk	Date: 07/21/2023
Legal Printed Name: Margaret van Dijk	
Legal's Title: General Counsel	
Fiscal Signature: Mary Feagans	Date: 07/21/2023
Fiscal's Printed Name: Mary Feagans	
Fiscal's Title: Chief Fiscal Officer	

Reviewed as to legal clause sufficiency, RM 7.18.23

AGENCY USE ONLY **NOT PART OF CONTRACTUAL PROVISIONS**

- Agency Reference #: 21-448DOIT-ADMIN-B-21089
- Project Title: JPMC VoIP & Cisco Equipment and Services Contract
- Contract #: CMT4021089
- Procurement Method (IFB, RFP, Small Purchase, etc.): RFP
- IPB Reference #: 21-448DOIT-ADMIN-B-21089
- IPB Publication Date: 09/30/2021
- Award Code: B
- Subcontractor Utilization? ☒ Yes ☐ No Subcontractor Disclosure? ☒ Yes ☐ No
- Funding Source:
- Obligation #:
- Small Business Set-Aside? ☐ Yes ☒ No Percentage:
- Minority Owned Business? ☐ Yes ☒ No Percentage:
- Women Owned Business? ☐ Yes ☒ No Percentage:
- Persons with Disabilities Owned Business? ☐ Yes ☒ No Percentage:
- Veteran Owned Small Business? ☐ Yes ☒ No Percentage:
- Other Preferences?

1. DESCRIPTION OF SUPPLIES AND SERVICES

1.1. SUPPLIES AND/OR SERVICES REQUIRED:

The Illinois Department of Innovation and Technology, in cooperation and agreement with the Chief Procurement Officer for General Services, is executing an Indefinite quantity Joint Purchase Master Contract ("JPMC") with Vendor to supply and support all Cisco Systems Inc. ("Cisco) hardware, software, and services in addition to non-Cisco products. Cisco hardware and software is currently used in the State's implementation of voice, video, collaboration, contact center, Local aArea Network ("LAN"), Wide Area Network ("WAN"), the State broadband network ("Illinois Century Network" or "ICN"), security, and data center implementations. This contract is a Joint Purchase Master Contract (JPMC) and is available to all governmental units and qualified not-for-profit agencies.

Vendor is required to procure, install, upgrade, operate, and support Cisco and non-Cisco products for the State's LAN, WAN, ICN, security, and data center services. Vendor services required for the State's LAN, WAN, ICN, security, and data center services include but are not limited to project-specific design, architecture, and planning, and installation, and equipment.

The term "Illinois Voice over Internet Protocol ("VoIP") Solution" used in this Contract refers to the voice, video, collaboration, and contact center functionalities supported by the Illinois VoIP Solution.

The term "Illinois Networking Solution" refers to the LAN, WAN, ICN, security and data center functionalities supported by the Illinois Network Solution.

The terms "the State", "Agency", "DoIT", "Customer", the "Department of Innovation and Technology," may be used interchangeably, and refer to the procuring agency using the JPMC contract, the State of Illinois, governmental units and qualified not-for-profit agencies, as parties to this Contract.

Product and services include but are not limited to:

Illinois VOIP Solution/Cisco Voice

- Vendor shall provide support related to the design, purchase, implementation, upgrade, support, and administration of Cisco voice, video, collaboration, and contact center products to support State of Illinois' VoIP solution; Voice Systems will be centrally-managed, multi-site Voice over Internet Protocol voice systems with fully redundant call processing, voicemail, and contact center servicers, software, equipment including digital and IP phone sets and headsets, technical support, training and professional services. The basic telephony package will provide for automatic callback/ring again, call forwarding, call hold, call transfer, conference calling/3-way, last number redial, speed calling and touch tone. Additional features include but are not limited to music, wait time announcements, voicemail-to-email and fax-to-email functionality, E-911 specifications, auto-attendant, scripted queue messages, call recording, and reporting. This includes a variety of professional services including design and project management of solution installation, installation of network equipment, setup and initialization of remote monitoring services, network monitoring and alerting, onsite and call center technical support, system programming, collaboration services such as Video Conferencing and Webex, etc. The Vendor is also required to provide onsite training for various user groups including help desk, support technicians, system administrators, contact center agents, etc.

- Vendor shall provide support related to the introduction of new voice, video, collaboration, and contact center features and functionality as required by the State;
- Vendor shall provide support related to the design, purchase, implementation, upgrade, and support of the non-Cisco products currently used in the Illinois' VoIP solution or as requested by the State;
- Vendor shall provide support related to the design, purchase, implementation, project management, and support of Illinois VoIP projects that upgrade State agency analog phones to VoIP phones with the corresponding upgrade of the core network;
- Vendor shall provide support related to the design, purchase, implementation, upgrade and support of Cisco products and non-Cisco products for the Illinois Networking Solution to serve the needs of DoIT, State agencies, ICN, ICN customers and the Customer; and
- Vendor shall provide consultation/design assistance and installation for the Illinois VoIP Solution and the Illinois Networking Solution as requested by the customer.
- For the Illinois VoIP Solution only, the Vendor shall stock commonly used devices for the customer, that include, but are not limited to, current commonly used State phones. These products shall be shipped within five (5) business days of request from customer.
- Vendor shall provide an automatic system that can detect incidents and generate an alarm to be reported to the DoIT Customer Service Center ("CSC") to open a trouble incident and assign an incident number;
- Vendor shall provide a Vendor help desk offering 365/7 days a week/24 hour a day Tier 2 and Tier 3 help desk features for the Illinois VOIP solution.
- Vendor shall provide backup of data using the IBM Tivoli Storage Manager or a system as requested by the Customer. Backups are required to preserve specific State of Illinois Enterprise and agency and Customer set up and configurations, including reporting, statistics, and recordings so as to achieve complete recovery in the event of failure.
- Vendor shall monitor VoIP systems and network functionality, and use the State's current tools, Netscout, and Solarwinds or a system as requested by Customer.
- Vendor shall provide end-to-end responsibility for:
  - coordinating network design, provisioning, testing, and troubleshooting.
  - providing single points of contact for ordering, trouble reporting, and escalation; and
  - ordering, provisioning, installing, acceptance testing and turn-up, monitoring, repair, escalation, maintenance, billing, and reporting.

All products and services available from Cisco shall be available from the Vendor plus any non-Cisco products used in the Illinois solutions, including but not limited to Collaboration, Networking, Security, Cloud, Data Center, Compute, Software and other related infrastructure solutions.

Sample Cisco product families include, but are not limited to:

Please reference the Manufacturer Enclosure (Attachment A).

Sample non-Cisco products, include but are not limited to:

Please reference the Manufacturer Enclosure (Attachment A).

The State recognizes that as technology evolves, the Vendor may replace a product or brand with an alternative that meets or exceeds the specifications at equivalent or lower pricing subject to Customer written approval.

Vendor shall warranty all hardware and software for a minimum of one (1) year from the date of installation for Cisco hardware and software and a minimum of one (1) year from the date of installation for non-Cisco hardware and software. Warranty shall cover labor, materials, parts, and training. Should software updates be released, the Vendor shall make available the new versions at no additional charge during the warranty coverage.

Migration of Non-VoIP Phones

Upon receipt of an order, Vendor shall execute and implement the continued migration of approximately 5,000 non-VoIP phones to the Enterprise VoIP solution. Vendor will be responsible for supporting and implementing the project management, design, architecture, installation, and maintenance functions. The Vendor will maintain the VoIP environment including applying software updates, server patches in coordination with the State's Infrastructure team, and a refresh schedule to ensure current and supported hardware and software. The Vendor will present a refresh schedule including costs, timeline, benefits, and risks for Customer approval before executing.

Migration to Cloud Based Solution

The State anticipates that during the life of this Contract, the State shall implement a partial or full migration of its existing on-premises services to cloud-based services. The State also understands that migration to cloud-based VoIP services may become required as dictated by future technology. Vendor shall support current on-premises hosted VoIP Solution and Networking Solution and potential partial or full migration to a cloud-based VoIP solution.

Related Services, Support, Maintenance and Equipment

The scope of this Contract includes services, support, maintenance and equipment items which are related, dependent, integral, or incidental to the supply and delivery of the primary Cisco and Non-Cisco solutions, such as consultant services, installation, integration, modernization/upgrades, training and providing special warranty and other similar obligations of the Vendor under the Contract.

Vendor Support and Staff to be Provided

Vendor to provide Customer with one (1) Subject Matter Expert ("SME") for each category:

Enterprise VoIP Architect
Quality Assurance Analyst
VoIP Administrator
Service Account Manager
Unified Contact Center Enterprise Support Team Tier 2 and Tier 3
IT Infrastructure Engineers
Installation Coordinator;
Maintenance Support;
Cisco Unified Support;
Technical Analyst;

VOIP video network and video design engineers.
Programmer software developer;
Trainer
Project Manager;

Upon a request from Customer the Vendor shall also provide staff, at the rates provided herein, for the following functions: project management services; technical support services; system testing services; consulting services; training services; and engineering and consulting services for existing or future infrastructure.

Vendor will provide the Customer with updated Vendor Team from above list prior to the occurrence of personnel changes that affect the Customer's direct account team and/or the escalation at least on a semi annual basis.

The Vendor's account team dedicated to the Customer will be comprised of several escalation layers including:

- Account Management
- Local General Manager
- Vice President of Sales
- Chief Executive Officer

The Vendor's engineering and delivery team will also be comprised of several escalation layers including:

- Local engineers and technicians
- Local Professional Services Manager
- Director of Professional Services
- Vice President

Vendor shall employ manufacturer-certified installation and maintenance technicians, located within the State of Illinois, for the various types of systems included in this contract. Vendor technicians will provide their own tools, transportation, test equipment, and other equipment. supplies, and materials. Technicians must also be available by cell phone, email, or instant chat.

Vendor shall remove and replace any service technician at any site at the Customer's request, when in the Customer's judgment, the technician has not performed his or her duties in a professional manner or the technician has engaged in unauthorized or prohibited conduct. The Customer will notify Vendor in writing of any request to remove a technician. Vendor shall ensure that if technician or engineer is replaced during the implementation of a project that the new technician or engineers joining the project will not setback the timeline or budget for the project.

Redundancy

Vendor's solution shall provide for full redundancy over different sites as identified for each project. All software and systems provided by Vendor shall be designed to provide redundancy at multiple levels.

End to End Vendor Responsibility

Vendor shall assume end-to-end responsibility for provided services. That responsibility includes:

- Coordination of network design and provisioning.
- Providing a single point of contact for ordering service.
- Ordering, provisioning, installation, acceptance testing and tum-up.

ORDERING AND PROVISIONING

Routine orders will be submitting to the Vendor on Customer approved ordering requests for Moves, Adds or Changes ("MAC")

Vendor shall provide MAC services in response to the Customer's authorized request number only. No work is to be performed by the Vendor without the Customer's written authorization and approval. No changes are to be made to the service request order without prior approval from the State/Customer. Vendor shall maintain a support team that will serve as the primary point of contact for any MAC work needed by the Customer. Vendor shall coordinate all work with the Customer and the designated Customer site coordinator, whose name will be provided to the vendor by the Customer with each individual order placed against this agreement. The Customer is the Vendor's customer and all contact will be through the Customer point of contact.

All Vendor invoices for any MAC activity should reference the request number. A detailed request an/or work order form is to be attached to time and material invoices that clearly defines the actual date(s) and time(s) spent on the request (excluding travel time).

Scope of Work (routine and non-routine orders)

The Customer will pay only for actual hours worked and material used to complete an order. The Vendor shall provide a summary of the hours worked and materials used with the invoice·, if order is a project and less than quoted on the approved Customer ordering request or Scope of Work/Basic Ordering Agreement (BOA), the reduction will be applied to the invoice. No work is to be performed that is not specifically stated on the BOA/order or that will increase the price of the order without prior approval by the Customer. If the agency where the work is being performed requests changes to the work that is not included on the order, the Vendor must provide the Customer with a Job Change Order itemizing the additional cost for the changes. The Customer will review the request and provide the vendor with authorization to proceed with the change through the States change control process for orders. The final invoice will be adjusted accordingly, with the Customer completing a new order using the updated Scope of Work/Basic Ordering Agreement (BOA) . The Vendor is not to proceed with any changes without authorization from the Customer.

Vendor shall provide the Customer the ability to perform MAC without Vendor involvement. The Customer requires the ability to define different levels of security/ users access to designate levels of authority when performing MACs.

Installation Service Request Intervals

Vendor shall complete service requests within the following timeframes unless otherwise stated:

1. Orders affecting one (1) to twenty-five (25) agent/phone positions stations: Five (5) working days from placement of order.

2. Orders affecting twenty-six (26) to fifty (50) agent positions stations: Ten (10) working days from placement of order.

3. Orders affecting more than fifty (50) agent positions stations: Completion time to be negotiated.

If the Vendor or its subcontractors are unable to obtain access to a Customer site or its equipment, MAC delinquency times will be adjusted accordingly.

Vendor shall notify the Customer the day after receipt of a Customer approved purchase request order for MAC services and advise if the due date specified cannot be met the Customer and Vendor shall then re-negotiate a new due date.

If/When successful completion of a service by the committed service date is in jeopardy, Vendor shall contact the Customer to discuss the reason for the jeopardy and the steps Vendor shall take to resolve the issue.

For orders in jeopardy status the Vendor shall expedite the order. If the original committed service date cannot be met, Vendor shall provide the Customer with reasons why and a new proposed service date, which if agreed to by the Customer, becomes the new committed service date. However, at the Customer's discretion, establishing the new service date does not necessarily relieve the Vendor from its contractual responsibility for agreed-to service credit commitment based on the original committed service date(s).

Installation Interval Penalty's

If Vendor fails to meet an installation due date mutually agreed upon between Vendor and the Customer and the failure is the fault of the Vendor, an amount equal to 5% per day up to a maximum of 25% will be deducted from the invoice.

PROJECTS

For purposes of this contract "deployment" shall be defined as a new service rollout

Project Manager Responsibilities

Vendor shall identify a dedicated project manager/engineer who will assist in the design and pricing of systems and services. Vendor shall supply the name and resume of the project manager for each new installation or major upgrade as required. The Project Manager(s) shall act as Vendor liaison to the Customer and be responsible for all phases of an implementation, serve as a single point of contact, attend meetings with the Customer, and provide ongoing consultation services.

Project Manager Responsibilities shall include but not be limited to conducting traffic studies, managing the project timeline, planning, evaluating, and implementing system or embedded equipment reconfigurations including planning and implementation of associated training tasks; or any other activity deemed appropriate by the Customer. The cost for the project manager shall be quoted on the BOA as a separate line item. An accompanying scope of work shall detail the function of the project manager for that particular project

Implementation Plan

Vendor shall prepare an implementation plan for new systems detailing all activities that must be accomplished prior to cutover. At a minimum, the plan should include a timeline, identification of vendor and Customer roles and responsibilities, and significant milestones. Plan should identify a Project Manager who will be responsible for all phases of the implementation and training and include a complete outline of system maintenance practices and manuals.

Project Plan

Vendor shall supply a project plan for each new implementation scenario that should be a complete and detailed project plan with detailed timelines outlining lead times required between system order date and equipment cutover date, baseline intervals, highlighting important Vendor and Customer personnel responsibilities, major milestones, and anticipated duration. This project plan should include tasks such as information gathering, project analysis, system installation, hardware installation, system deployment, testing, acceptance, training, and other tasks normally performed by Vendor during the installation and deployment of systems.

During the design and pricing of new deployment requirements or non-routine requests, as determined by Customer, Customer will request a detailed design, itemizing all services including price. Vendor shall have 10 business days from receipt of the request to provide a Statement of Work ("SOW") and/or quote at no charge to the Customer. The SOW shall define the scope and deliverables, Vendor and Customer responsibilities, resources and/or skill levels required, and a cost based on the appropriate pricing outlined in this Contract.

Cutover Team

Vendor shall provide a cutover team for system installations. The Customer realizes that the size and structure of the team will vary depending on the size and features of the actual deployment. A cutover team can consist of the following roles:

- Project Manager
- Senior Engineer
- End User Trainer
- Engineer
- Director of Professional Services
- Vendor shall provide a team member for onsite or remote post-cutover support for each site to monitor user issues and trouble resolution

System Acceptance Testing

New Projects testing, and acceptance will be performed under normal operating conditions. Vendor shall conduct performance tests and inspections after installation has been completed to assure the Customer that the specifications have been met. These inspections shall cover all installed features of the system and are to be performed after completion of all installation activities. Vendor, at its expense, will furnish all test fixtures, equipment, or apparatus necessary to perform these tests. All manuals and other documents are to be available at the time of the deployment acceptance test.

Vendor shall notify the Customer in writing, requesting an acceptance inspection of: a) a fully installed deployment; or b) significant segments of the installation specified in the final SOW. Vendor shall give the Customer notification at least ten (10) business days prior to Vendor's desired acceptance inspection date. The following items shall be included with Vendor's request for an acceptance inspection:

1. Reconciliation of installed miscellaneous and common equipment: A reconciliation identifying any component additions and/or deletions, authorizing purchase order number.

2. Itemized equipment inventory: A report of all equipment, components and software installed at Customer site(s), including the following:

   a. Description of installed system and components design documentation

   b. The system serial number if applicable

   c. FCC registration number if applicable

   d. Current level of software installed for system and components

   e. Number and type of stations (if applicable)

   f. Physical location

   g. Least cost routing hierarchy (if applicable)

   h. Inventory of trunk and line configurations, indicating system circuit identity, telephone number, and trunk/line type (i.e., PRI, analog trunk). The Customer desires the inventory to include all incoming lines/trunks whether or not they pass through the VoIP system or bypass the equipment, such as a fax line, modem line, (if applicable)

   i. 911 designs for those deployments required to comply with E911 legislation as required (if applicable)

Numbering and Labeling - All number cards, station overlays, and pickup legends on telephone sets are to be neatly typed or stenciled (not handwritten) with either the line or feature identity (if applicable)

Upon completion of a project and/or new deployment, receipt of a proper invoice and request for acceptance inspection, the Customer shall complete a formal software and equipment acceptance inspection. The formal acceptance date will be contingent on the entire deployment operating as designed, without interruptions caused by defects of system components, for a period of 30 days. This means that after successful system testing, plus 30 days, formal acceptance will be given to Vendor by the

Customer if all equipment is satisfactory and installed as specified, the date of acceptance shall be the day after the completion of the successful acceptance period,

Vendor shall promptly correct all defects identified during the acceptance inspection, for which Vendor is responsible. Failure to correct all defects by the scheduled cutover date, unless delayed by the Customer, may result in the assessment of penalties as defined in SOW.

HARDWARE (General)

Vendor shall supply hardware items in accordance orders issued under the Contract. The hardware to be ordered and procured does not have to be listed in this section or Contract; however, any hardware ordered must fall within the general scope of this Contract. Some of the projected hardware requirements are outlined below but the items below should not be considered a comprehensive or complete list of potential requirements.

Digital, IP phone sets and softphones

Vendor shall provide all phone sets and or softphones for all users as specified on each individual Customer ordering request or BOA. Users may include management, agents, supervisors, and attendants. IP phones shall have network data jack to connect to the current network, The following specifications shall be made available to the Customer to be requested at the Customer's discretion:

- Contact center phones, softphone, or IP phone with multiple lines, at least one for the contact center calls, and one for a personal DID number
- DID lines shall be able to be configured to accept up to 4 simultaneous calls.
- Digital phones and softphones that can be assigned a single DID or multiple lines and have call waiting capability. Management phones that have an accompanying wireless headset,
- Agent Phone/Softphone functionality via programmable or fixed feature buttons: Headset Operation, Display (number of calls in queue,) number of agents logged in to split, call waiting time - longest call, number of overflows calls in queue), Additional displays, Caller ID/ANI, Call Waiting Button, Emergency Notification Button, Hold, Log-In, Log-Out, Make Set Busy, Personal Extension Button, Supervisor Button, Transfer, Wrap-Up,
- Supervisor Phone functionality via programmable or fixed feature buttons: Headset Operation, Display (Agent information, queue information), Caller ID/ANI, Call Waiting Button, Emergency Notification Button, Hold, Log-In, Log-Out, Make Set Busy, Personal Extension Button, Transfer, Wrap-up, Agent Status, Night Service, and Observe.
- The features listed below are the minimum features to be enabled on all stations:
    - Automatic Callback
    - Call Forwarding

- Call Hold
- Call Transfer
- Conference Calling
- Speed Dialing
- Conference Call Capability

Vendor shall provide the capability to establish 6-way conference calls for all users to both internal and external system locally. Feature will be initiated from an IP phone and can handle up to the required 6 callers, which can be a combination of IP phones, external phones. Once a second call has joined the conference, the IP phone can leave the conference without disrupting the conference call.

Headset Support

Vendor shall provide option for headsets for use by all phone users. The USB headset options shall be Mono and Binaural over the head options. Vendor shall also provide support for third-party headsets that are compatible with system for use by all phones,

Analog Ports

Vendor to provide station ports for connection of all local analog devices such as phones, moderns, faxes, alarm systems, overhead paging amplifiers, etc. to the VoIP system, as defined in each ordering agreement/BOA/SOW. Analog connectivity shall be provided either in embedded ports on site routers or through analog gateways, In the case that trunk side connectivity is required, this can also be accommodated by configuring the appropriate physical ports.

Analog ports shall be provided for connection to existing analog endpoints. Vendor's solution shall consist of analog gateways as required by port count at individual sites, as defined in each ordering agreement/BOA/SOW. Analog connectivity shall be provided either by embedding physical interfaces into site routers or depending on density providing analog gateways.

SOFTWARE (General)

Vendor shall supply software and/or license items in accordance orders issued under the Contract. The software and/or licenses to be ordered and procured does not have to be listed in this section or Contract; however, any software and/or licenses ordered must fall within the general scope of this Contract. Some of the projected requirements are outlined below but the items below should not be considered a comprehensive or complete list of potential requirements.

Agent Workstation Requirements

Vendor's software client shall run on a PC with the minimum specifications Intel Pentium 4 2GHz, with 1GB RAM. The application shall be compatible with both Microsoft Windows and Novell network clients, and Microsoft Active Directory as well as McAfee Virus Scan Enterprise v8.x. The solution shall be configurable and manageable with Microsoft Systems Management Server (SMS) and Microsoft Systems Center Configuration Manager (SCCM).

Soft phone Operating System

Vendor's soft phone solution shall support the following operating systems: Microsoft Windows , Microsoft Windows XP Professional, and Microsoft Windows 7 Enterprise (32- and 64-bit versions) and higher versions as they become available.

Soft phones Software Distribution

The soft phone application shall be installed through the PC user interface by having the installation executable file on the PC through network shares, USB, optical media or via HTTP links. The application shall have the ability to be remotely installed using Microsoft SMS/SCCM and Novell Zenworks or other software deployment solutions, such as the use of a software streaming or application virtualization solution.

Software Installation Support

The Customer shall be responsible for the installation of contact center desktop software onto the personal desktops/laptops utilizing SMS/SCCM. The Vendor shall assist Customer's staff with desktops installations at agreed upon locations or remotely.

FEATURES (General)

E911

Vendor shall provide Enhanced 911 ("E911") functionality for VoIP deployments. Regardless of the site or location, dialing 911 must, at a minimum, deliver the physical building address and floor to the appropriate Public Safety Answering Point ("PSAP"). If the location is over 40,000 square feet and/or in multiple buildings, it must identify the physical building address, floor and/or zone to the appropriate PSAP. This shall be accomplished by using Cisco Emergency Responder ("CER") and Cisco Call Manager. The Customer will be responsible for providing either DID trunks and/or analog/POTS lines for all Emergency Response Locations. The Customer will be responsible for updating the 911 information for Emergency Location ID numbers to Telco.

Unified Numbering Plan

Vendor shall work with Customer to ensure a consistent unified numbering plan.

Unified Messaging ("UM")

Vendor's solution shall provide UM capabilities and features with Microsoft Office 365 Exchange or future platforms. The UM solution must support multiple location system integration and delivery of messages to remote site users through an Outlook client and/or through an Exchange server.

Interoperability

Vendor's unified messaging shall support the latest versions of Microsoft Exchange and Windows Server.

Platform Sizing

Vendor's UM shall support digital networking for up to 100,000 users within an enterprise and up to 20 servers or active-active cluster server pairs, including cross-server login, cross-server transfer, and cross-server live replay.

Voicemail Features

Vendor's voicemail feature shall allow users access to their voicemail and allow users to perform other voicemail functions within the unified messaging system from a variety of devices and locations.

Vendor's voicemail feature shall allow users to customize personal settings from a web browser using a dynamic interface within the system. Users shall have the ability to quickly and easily establish or change personal settings such as their voicemail options, security codes, personal distribution lists, and message-delivery options. Users shall have the ability to use a web administration interface to define and manage personal call-transfer rules to customize the delivery of incoming calls based on caller, time of day, or calendar status.

Vendor's voicemail feature shall allow users to receive voicemail messages as an incoming email with a sound file attachment. Speech-to-text email and SMS/email integration shall be provided. Message notification for new messages shall be provided through devices such as Simple Mail Transfer Protocol (SMTP), Short Message Service (SMS), and phone destinations.

Fax to Email

Vendor shall provide the capability to send and receive faxes through email.

Broadcast Messages

Vendor’s voicemail feature shall allow users to customize personal settings from a web browser using a dynamic interface within the system. Users shall have the ability to quickly and easily establish or change personal settings such as their voicemail options, security codes, personal distribution lists, and message-delivery options. Users shall have the ability to use a web administration interface to define and manage personal call-transfer rules to customize the delivery of incoming calls based on caller, time of day, or calendar status.

Vendor's voicemail feature shall allow users to receive voicemail messages as an incoming email with a sound file attachment. Speech-to-text email and SMS/email integration shall be provided. Message notification for new messages shall be provided through devices such as Simple Mail Transfer Protocol (“SMTP”), Short Message Service (“SMS”), text pagers, and phone destinations.

Auto Attendant

Vendor's solution shall support both internal and external auto attendant functionality with support for automated-speech-recognition (“ASR”) and text-to-speech (“TTS”) capabilities.

Music

Vendors solution shall provide the ability to play music for callers while they are waiting in queue and when they are placed on hold by an agent

Estimated Wait Time Announcement

Vendor's solution shall support programmatic determination of expected wait time and queue position which can then be announced to the callers at a configurable interval. Expected wait time shall be calculated and determined in real-time. Vendor's solution shall be able to take various call routing actions such as, but not limited to, reroute calls to other skills or groups, play messages including estimated wait times and queue position as well as giving the caller the option to leave a message so the caller does not have to wait in queue but have the call center agent call them back.

Automatic Call Back

Vendor's solution shall have a Courtesy Callback feature which will enable the contact center application to offer callers who meet specified criteria the option to leave a message for the next available agent and to have the contact center call the user back when an agent is available. The user's request shall remain in the system and when the system determines that an agent is available; the system places a call back to the caller and connects the caller to the agent This same feature shall also be available for a Web site user to request a callback through a web form request

Messages Played to Caller in Queue

Vendor's solution shall provide the capability to develop scripts/ messages that can be played to callers while they are in queue.

Paging Capabilities

Vendor's solution shall provide the ability to have intercom paging functionality available through the phone system and/or an overhead paging system in contact centers.

Quality Monitoring

For quality purposes. Vendor's solution shall provide the capability to conduct "real time monitoring", observing both the agent's conversation with the caller and the transactions being conducted on the agent's screen.

Skills Based Routing

Vendor's solution shall offer skills-based routing that will allow calls lo be routed on a call-by-call basis to determine their optimal destination. Vendor's solution shall provide the ability to use skills-based routing within a single contact center or utilize a 'virtual queue' across multiple call centers allowing calls to be routed to any agent, anywhere in the organization.

Load Balancing

Vendor’s solution shall provide load balancing of calls. Functionality should include but not be limited to the following examples:

• If the estimated wait time at a secondary facility is greater than the estimated wait time at main call center, the call should be transferred to the main call center queue for processing

- If the call is transferred to another queue for processing, the caller should be given "credit" for the time they have already waited for servicing - placed neither at beginning nor end of the queue, but in place with other callers that have waited a similar amount of time.

Remote or Work at Home Agents

- Vendor's solution shall allow remote or work at home agents.

Real Time Reporting of Contact Center Results for Agents

- Vendor's solution shall provide an indicator on the agent desktop, alerting agent to "real-time" reporting of specific contact center statistics (e.g., number of callers in queue, average wait time for a caller in queue) as well as their own individual performance results (e.g., adherence, AHT, occupancy).

Real Time Reporting of Contact Center Results for Supervisors

- Vendor's solution shall have an indicator on the supervisor’s desktop, alerting them to "real-time" reporting of specific contact center statistics (e.g., number of callers in queue, average wait time for a caller in queue, status of agents within specific work team, ASA, AHT (agent/office level), ABN, Occupancy (agent office level), etc.).

Interactive Voice Response (“IVR”) services: This section describes specifications and capabilities associated with an IVR platform.

Vendor's IVR platform shall provide incoming callers with automated, intelligent self-service using touch-tone input or speech recognition. Callers will be able to access and modify their accounts, place orders, get status updates, retrieve information, and resolve problems - all without speaking to a live agent If an agent's services are required, vendor's IVR shall queue the call and then transfer it to an agent -along with information about the caller and the self-service session.

All solutions purchased via this contract shall be IP-based and shall easily interoperate with traditional telephony networks through voice gateways using open-standards VoiceXML. These same voice gateways serve as VoiceXML browsers under the control of the vendor's IVR, allowing them to play announcements, collect information, and queue calls. The architecture of vendors IVR shall provide distributed call treatment with centralized application management, allowing calls to receive self-service and queuing at the most efficient (or desirable) location, while still enabling consistent branding and caller experience, and easy application updates.

When self-service or queuing is complete, Vendor's IVR shall use Session Initiation Protocol (SIP) based call control to instruct the network where to route the call, often reducing or eliminating telephony carrier transfer costs.

Dynamic Changes

Vendor's IVR shall provide a web-based user interface to streamline the day-to-day provisioning and configuration operations (example move/add/modify phones, agents, agent skills, etc.) performed by a contact center manager, team lead, or administrator. IVR configuration parameters will only be accessible to users with the proper security credentials. All changes shall take effect immediately.

Scripting Changes

Vendor's IVR solution shall allow the administrator to make changes on the system as desired. In general, major script changes will be those that may have an impact on call routing once implemented, while minor changes do not impact call routing.

Priority of Calls

Vendor's IVR shall support priority-based routing. This should be done in scripting. Priority can be assigned to calls according to many parameters such as: DNIS digits, ANI, calling or called number, IVR collected information, back-office queried information, and the current utilization of the call center.

Priority Queues

Priority queues shall be set via scripting based upon real-time information, call type, ANI, DNIS, caller entered digits or customer profile information.

Announcements

Vendor's IVR shall deliver open, closed or service messages to a caller based upon real-time information such as time, day, and date. Vendor's IVR solution will provide completely configurable call treatment while a caller is in queue, including varying announcements depending on call volume, call type, amount of time already spent in queue. These announcements will be able to be scheduled to occur periodically, there will be no limit to the number or length of messages that can be played to callers while they wait in queues,

Orderly Shutdown

Orderly shutdown shall be done automatically via scripting or manually. All call flows are time aware and can be programmatically configured to route to a pre-determined destination at a particular time. If the user prefers to do this manually then an individual with the proper security privileges (Le. system admin or supervisor) will be able to invoke a script to execute the desired call diversion.

Unavailable Conditions

When Host/Server is unavailable, vendor shall provide an announcement "computer not available", with calls transferred automatically to the Contact Center system,

Testing Environment Vendor shall offer the option of testing new systems and system changes in lab environments that duplicate the production system, and allow for the testing of features and functionality before they are implemented in the production environment

System Interfaces

Vendor's IVR shall have the ability to access data from mainframe data systems such as IBM's CICS, IMS, DB2, CA's IDMS/R, etc.; midrange systems based on UNIX variants, IBM AS/400 and Microsoft's Windows

Server from database environments like DB2, Oracle, Microsoft SQL Server, and other common RDBMS databases.

PCI Compliance

Vendor's IVR shall be Payment Card Industry (PCI) compliant IVR shall provide security encryption and the option to use a Personal Identification Number (PIN).

Inbound/Outbound Dialing Capabilities

Vendor's IVR shall offer the capability to build campaigns to use predictive, progressive, or preview dialing, integrated with inbound calls and compliant with contact center service levels. System shall allow for allocating agents to handle only inbound, only outbound, or both inbound and outbound contacts.

Text to Speech

Vendor's IVR shall offer the capability of providing synthesized speech (Le. synthesize speech from textual inforn1ation; mix/concatenate this speech with pre-recorded, digitized speech to form messages spoken to callers) and supporting multiple synthesis algorithms.

Speech Recognition Capabilities

Vendor's IVR shall offer the capability of providing speech recognition capabilities,

User Interfaces

Vendor's IVR shall support multiple caller interfaces including touch tone, text-to-speech, speech recognition, web and email.

Alerting Capability

Vendor's IVR shall offer alerting capabilities ('i.e.., page notification, cell phone notification) based on agency-specific thresholds.

Provisioning of IVR Application and Scripting Development

Minor Changes = changing existing recordings, making minor changes to script logic (choosing another existing skill group, changing call routing on an existing IVR menu, Call overflow changes), adding new agent to an existing group

Major Changes = adding new contact center group, totally reworking existing script logic, adding new automated attendant, database dips and screen pops, courtesy callback scripts, creating custom dashboards and/or reports

Chatbot

Vendor will provide ChatBot integration with Customer's Web Bot to allow for communication to call center agents via chat on website Web Bot. This integration will allow Customer's agents to reach via alternative channels of communication (Short Message Service (SMS), Chat, Email, Web Chat) to meet all needs related to communication. Vendor will provide Customer with administration support and dashboard to review analytics related to Chat Bot usage and store content as requested by Customer.

Texting Campaign Capabilities

Vendor will provide Texting SMS Application programming interface (API) solution to Customer that will allow for outbound SMS notifications, campaigns as requested by customer. Vendor will provide solutions to SMS to be used as a standalone solution or integration with contact center solutions for web and other related services. Vendor will provide Customer with administration or dashboard to review analytics related to SMS usage and ability to store contents as requested by customer.

Recording (VOIP requirements only)

Vendor will provide 100% call recording with no limitation on volume, storage, or age. Vendor will provide both on demand recording of calls and continuous call recording based on Customer's call recording needs.

On demand recording solutions shall offer at a minimum, the following to be used at Customers discretion:

- Capability to set up change percentage of calls recorded
- Capability for on-demand call recording, where agents and/or supervisors can initiate call recording on an on-demand basis, saving the entire call regardless of when the agent/supervisor initiates call recording.
- Capability to prevent the recording of a call by agent or supervisor
- Capability to call recording to continue if/when call is transferred
- Capability to capture cradle-to-grave recording all transfers from the moment they enter the system to the moment they are terminated. The call record detail will display all call transfers.

Retention of Recordings

Vendor shall provide the capability for storage and retention of all call recordings to satisfy the business and retention needs of each agency. Vendor shall work with the Customer to leverage customer storage facilities, Call recordings shall be searchable and retrievable.

Call Recording Platforms Administration

Vendor shall provide the State the ability to conduct administrative management of the platforms, including the ability to manage multiple servers from a single administrative console or login through a configuration portal. System administration, inducting the creation of account structures and the provisioning of endpoints, (handsets, and extensions) shall be done through an Administration interface.

When online storage is exceeded, calls shall be archived to offline storage with all call detail information. The archived files can then be written to a variety of storage media. The recording interface archival client will be capable of searching these files, playing back call recordings, or restoring call recordings to online storage.

Screen Capture

Vendor shall provide the capability to record screen captures in addition to voice call recordings. Screen recordings are to be captured and synced with the call recording. Screen recordings are to be stored with the call recording and made available for playback with the recording,

Maintenance

Maintenance coverage is item specific for hardware and software. Coverage for each item will vary based upon the level of maintenance coverage purchased by the Customer for that specific item.

Customer Service Notification Center

The Vendor shall be accessible via a toll-free number and respond to maintenance calls 24 hours a day, 7 days per week, and 365 days per year (including weekends and all State recognized holidays). Vendor must also offer the option of taking trouble reports via email.

All calls must be answered by a live attendant or answering service (voice mail, answering machine and/or other similar methods of reporting trouble are not acceptable) who will receive trouble reports from the Customer, create trouble tickets, track all trouble incidents by the Customer assigned incident number and site telephone number, report status of trouble incidents as indicated in this agreement and dispatch service technicians as required Center personnel must be capable of providing service and preliminary troubleshooting assistance and must be able to coordinate remote diagnostics, testing, and to sectionalize and clear trouble condition that was reported. Center personnel must also be able to escalate chronic failures (as defined in Repair Intervals) for resolution. When necessary, the vendor must contact and work with other vendors, telephone companies, and other common carriers to resolve a particular trouble, taking the lead and acting as the state's single point of contact. If an answering service is used, all responses, status updates, and restoral times are still applicable.

Vendor shall provide dedicated support in conjunction with Cisco Smartnet Maintenance program enabling the Customer to receive TAC access, software upgrades and bug fixes for Cisco equipment purchased and maintained under this contract. Vendor shall provide access to vendor provided parts depot to supplement equipment manufacturer and guarantee parts are in stock. Vendor shall provide access to an internal highly skilled engineer who is familiar with Customer account. Vendor to hold maintain hardware and software configurations for Customer systems and provide the ability to rebuild Customer network in the event of a catastrophic failure. The State shall be a preferred customer and receive priority service

The Customer has the option to utilize Vendor to perform software upgrades at contract time and material rates.

VoIP WAN and LAN Network Support

Vendor shall provide 24x7x365 technical support on router and switch configurations that facilitate real time voice traffic for sites utilizing the enterprise VoIP system. This includes, but is not limited to, troubleshooting of: Cisco QOS, RSVP for voice, Voice Gateway Routers, and any other Cisco VoIP routing and switching services required for high quality end-end VoIP services. In addition, Vendor shall provide technical support, but not hardware replacement support, on Customer owned Cisco routers and switches carrying VoIP traffic that may have been previously purchased from other vendors but are key components to the end to end IP connectivity supporting the Enterprise voice system and its users. Smartnet care will be used to support any equipment not purchased using this contract.

Standard Business Day

Standard Business Day is defined as 8:00 AM to 5:00 PM CST, Monday through Friday, excluding official State recognized holidays. Any repair work that begins before 5:00 P.M. during a standard business day will continue until 6:00 PM. at no additional charge. After 6:00 PM, non-warranty labor will revert to the appropriate out-of-hours labor rates outlined in this Contract.

Service Interruptions

All service interruptions shall be coordinated through the Customer and identified using a Customer assigned incident number. Service interruptions are to be categorized by the Customer as: High/Urgent, Medium, or Low as defined by the Customer.

Disaster Recovery

Restoration of service after a catastrophic event such as fire, flood, earthquakes, or accidental damage must be on the same basis as a high/urgent incident with around-the-clock effort, except that time provisions will not be applicable.

Training

Training shall be performed at the location or remotely as specified by the Customer. Training for specific projects will be defined by the Customer and the Vendor as part of deployments. Call accounting package training will be part of the administrative training provided in the installation services. The Customer shall have the right to record any training sessions provided by the Vendor. Training to include but not limited to the following:

Users:

- Remote with live devices
- Instructor led with electronic copy handouts provided Some applications displayed during training and up to 25 users per class
- 60 minutes in length
- Conducted within one week preceding scheduled cutover.
- Trainers/Site Coordinators:
- Train the trainer sessions led by instructor Up to 25 users per session
- Up to 3 hours in length
- Electronic copies of materials
- Review Frequently Asked Questions System Administrators:

- Knowledge transfer throughout project for "real" experience Sessions defined by application and technology for relevance Divided into four-hour sessions (flexible scheduling) application developers

- Management staff that requires additional support or education based upon individual technology needs will be addressed as part of the customized Training Plan. If separate classes are needed, then "like groups" will be scheduled together for training efficiency.

Contact Center Agents:

- Remote with live devices

- Instructor led with electronic copy handouts provided

- Contact Center Agent software will be reviewed live with video simulation of inbound call handling

- Review of status changes (Ready, Not Ready, Work Mode) Up to 25 users per class

- 90 minutes in length

- Conducted within one week preceding scheduled cutover Contact Center Supervisors:

- Centralized Training

- Instructor lead with electronic copy handouts provided Contact Center Supervisor software will be reviewed Up to 25 users per class

- Class is 60 minutes

- Conducted within two weeks preceding scheduled cutover.

- Separate Historical Report training will be conducted after one week of applicable data has been obtained. Supervisors, Help Desk Staff/Support Technicians

- Users are encouraged to attend System Administrators classes.

- VoIP Network Architecture

- Training on implementation and design of VoIP capable networks

- Training on implementation and design of VoIP QOS on Cisco network hardware.

Informational Updates

The Vendor shall provide the Customer with semi-annual product update presentations and roadmaps for all manufacturer products and technologies available via this contract at no cost to the Customer. The presentations shall include an update on current and new software releases, new product lines, new product features, etc. Presentations can be made in person or via video at no cost and will be coordinated by the Customer and the Vendor

Emerging Technology

Given the changing marketplace and the evolution of technology, the State, during the term of the contract, may review and purchase new and enhanced products, services or equipment offered by Vendor which are related to VoIP technology/functionality. Likewise, the State may take advantage of ongoing improvements, in the technology or price-performance curve to bring prices or costs to the State down.This includes products and/or services resulting from company mergers and/or acquisitions entered into by the vendor during the term of the contract. On an annual basis, Vendor may present the State with an updated list of eligible products, services or equipment that offers enhanced performance or technology. Prices and rates for any product or service offered herein can be revised downward, but not upward. Similarly, discount schedules can be increased, but not decreased.

1.2. MILESTONES AND DELIVERABLES:

During the term of the Contract, the Vendor will be expected to undertake projects as requested by the Customer via Statements of Work ("SOW") or other Customer/Agency approved ordering agreement, as requested by the State. Project specific orders shall include milestones and deliverables which will be clearly enumerated in each SOW using pricing from this Contract.

- Vendor shall provide "Free On Board ("FOB") destination, freight prepaid and charged back" for all ordered equipment. "FOB destination, freight prepaid and charged back" is defined as Vendor pays the freight charges and adds to invoice, ordering entity bears freight charges, Vendor owns goods in transit, and Vendor files claims (if any). Vendor shall have door-to-door responsibility for delivery and will be responsible for any claims resulting from damaged or defective goods.
- Vendor shall provide the ordering entity with estimated delivery dates for equipment ordered, within five (5) business days of executed order receipt by Vendor.
- All equipment furnished shall be new, unused, of most recent manufacture, and not discontinued, unless otherwise agreed by the parties.
- Vendor shall have controls in place for security, compliance, and management for the following standards:
    - Statement on Standards for Attestation Engagements ("SSAE") 16 and 18
    - Payment Card Industry Data Security Standard ("PCI DSS")
    - American Institute of Certified Public Accountants ("AICPA") standards
    - Internal Revenue Service ("IRS") Publication 1075
    - Criminal Justice Information Services ("CJIS") Version 5.7 section 5.10.1.4 Voice over Internet Protocol ("VoIP")
    - Health Insurance Portability and Accountability Act of 1996 ("HIPAA")
- Vendor must provide SOC 2 with Bridge Letter within 90 days of contract execution.
- For each order placed from this Contract, Vendor shall assist the ordering entity with identifying any additional product-specific terms that may apply.
- Vendor shall only negotiate statewide terms with DoIT and shall not amend pre-negotiated DoIT terms while servicing other ordering entities. Subsequent terms negotiated between Vendor and ordering entities, other than DoIT, shall only apply to the ordering entity.
- Downtime commences when the DoIT Customer Service Center ("CSC") ("DoIT CSC") reports the malfunction to Vendor at its Service Notification Center and ends when the equipment is restored to acceptable operating condition.
- Scheduled outages required by Vendor to maintain the equipment shall be coordinated with DoIT CSC, DoIT Change Control management and the affected site(s). DoIT and/or Customer requires

all planned outages be scheduled during non-peak periods if deemed necessary by the Customer/DoIT CSC.

- The Customer requires no-cost replacement of equipment experiencing chronic failures, if covered under a warranty or maintenance agreement. Chronic failure is defined as three or more maintenance calls on the same device, for the same problem, over a three-month period.

1.2.1. **Vendor Responsibilities:** Vendor shall maintain all required certifications and capabilities enumerated within and shall promptly, and in no event more than five (5) business days, notify DoIT of Vendor's non-compliance or potential non-compliance with any of the following responsibilities:

- Vendor shall maintain a minimum of Cisco Gold Certified Partner status and shall annually thereafter the execution of this contract provide DoIT evidence confirming status.
- Vendor shall maintain all required capabilities for the installation, support, maintenance, and repair of all equipment and services provided under this Contract.
- Vendor shall maintain an inventory of DoIT equipment for SmartNet maintenance tracking purposes. Vendor shall document each item purchased over the term of the Contract. The inventory shall include at a minimum, the equipment serial number, equipment part number, DoIT purchase order number, DoIT business unit, date of purchase, SmartNet maintenance level purchased (if any), and date the maintenance coverage term. Vendor shall provide DoIT access to Cisco total care collector Cisco Smartnet Portal Access to use at no charge. This responsibility applies to existing DoIT equipment as well as DoIT equipment purchased via this Contract.
- Vendor shall assist in mobilizing all SMEs relevant to a specific area that requires resolution.
- Vendor shall provide and coordinate with Customer 24x7x365 direct access to Cisco's Technical Assistance Center (TAC) at no additional charge on equipment for which Customer has purchased SmartNet Maintenance. Vendor shall make changes and corrections to the Cisco database for Customer purchased equipment that is covered under a SmartNet Maintenance contract to ensure that when Cisco TAC cases are opened by Customer or Vendor. Cisco has the correct SmartNet coverage for each equipment serial number in their database. This responsibility applies to existing Customer equipment as well as Customer equipment purchased from this contract.

1.2.2. **Service Interruptions**: Vendor shall categorize service interruptions as defined below for each critical, high, medium, or low service interruption or incident, or as otherwise defined by DoIT. All service interruptions are coordinated through the DoIT CSC and identified using a DoIT CSC assigned incident number.

- **Critical** Category Service Interruptions/Incidents
  - Examples of Critical service interruptions/incidents include but are not limited to:
    - Multiple call centers across the enterprise VoIP system out of service.
    - Major Service interruption that is enterprise wide, affecting multiple agencies.
- **High** Category Service Interruptions/Incidents
  - Examples of High service interruptions/incidents include but are not limited to:
    - a. Main site number is out of service
    - b. Total service failure
    - i. Voice mail out of service
    - k. A major alarm is displayed.

- **Medium** Category Service Interruptions/Incidents
  - Medium incidents are user-identified problems or system minor alarms that require a same day response.
- **Low** Category Service Interruptions/Incidents
  - Low incidents are routine repair issues that are not included in the medium or high/urgent incident categories.
- **Special Needs Agency**
  - At DoIT CSC's discretion, Vendor shall provide twenty-four (24) hours per day, seven (7) days per week repair service to State agencies whose continuous uninterrupted operation is critical to the health and safety of the residents of the State of Illinois. Vendor shall respond to all repair calls within two (2) hours of the trouble report to Vendor service notification center. For the purposes of this Section, "Respond" means a certified technician begins working to resolve the issue. For Publica Safety facilities such as prisons or mental health facilities, it is possible that an outage that under normal circumstances would be categorized as a "low" incident, may be considered "critical" to the health and safety of staff/residents at the site. In such cases, the trouble report to Vendor will specify that it is a "critical" incident and will be treated as such by Vendor.
- **Disaster Recovery**
  - Restoration of service after a catastrophic event such as fire, flood, earthquakes, or accidental damage must be on the same basis as a critical incident with around-the-clock effort for resolution, except that time provisions will not be applicable.

1.3. VENDOR / STAFF SPECIFICATIONS:

1.3.1 Vendor shall provide project management to ensure successful implementation of all equipment and software solutions purchased on this contract. The State requires the project manager to:

- Attend meetings with the Customer's communication system specialists and provide ongoing consultation services. These services will be used for conducting traffic studies, planning, evaluating, and implementing system or embedded equipment reconfigurations or any other activity deemed appropriate by the Customer.
- Be responsible for all phases of an implementation. Vendor is expected to provide complete documentation of system maintenance practices and manuals. The cost for the project manager should be quoted on the Vendor Quote as a separate line item. The accompanying SOW must include detail regarding the functions of the project manager for that particular project.
- Develop design and project execution deliverables from project kick-off through project acceptance by the Customer.
- Develop and supply a project plan. The document should be a complete and detailed project plan with dates, roles, and deliverables. This project plan should include tasks such as information gathering, project analysis, system installation, hardware installation, system deployment, testing, acceptance, training, and other tasks normally performed by Vendor during the installation and deployment of systems. This project plan should clearly identify roles and responsibilities of Vendor-supplied personnel, and the roles and responsibilities which the Vendor expects the Customer personnel to assume in conjunction with the project, estimated milestone completion dates, and estimated time requirements.

1.3.2 The Customer requires the Vendor to provide engineering and consulting services to assist the Customer in:

- Developing existing network infrastructure or implementing upgrades to existing network infrastructure as needed to ensure quality voice and video transmission across the Customer's network.
- Broadband and dark fiber implementations.
- Network impacting issues as they arise. This should include both Vendor and Cisco sourced options and non-Cisco Sourced options.
- Developing design and project execution deliverables from project kick-off through project acceptance by the Customer.
- Business analysis providing recommendations and input regarding Customer business case for VoIP solutions, pricing, and roadmap.

1.3.3 The Customer requires the Vendor to provide subject matter experts in the following categories:

- Installation Coordinator – plans and coordinates network/system installations; installs and tests equipment
- Maintenance Support – Tier 2 and Tier 3 support. Responsible for Tier 2 and Tier 3 maintenance procedures and preventative maintenance for equipment and systems for the Customer VoIP solution
- Cisco Unified Contact Center Enterprise ("UCCE") Support – Expertise in Enterprise-level a UCCE design, deployment, configuration, and troubleshooting. This shall include Cisco and non-cisco solutions provided by this contract used in the UCCE environment.
- Technical Analyst – Technical (hardware/software) expertise and support; Data/voice provisioning and maintenance expertise
- VoIP/Video Network and VoIP/Video Services Design Engineer – Expertise in VoIP/Video network planning and design, VoIP/Video systems engineering and implementation, VoIP/Video Network Security, VoIP/Video Network transport, VoIP/Video Network troubleshooting, VoIP/Video QoS design and troubleshooting
- Programmer/Software Developer – Software development/coding per technical requirements
- Project Manager – Creates and executes project work plans
- Network Engineer- Consultation services on planning, design, engineering and implementation of addition and rework of VoIP/Network and design. Network troubleshooting and supportive services.
- Training – provides training both operational and technical functions for all equipment and software purchased from this contract. .

1.3.4 In addition to Vendor security requirements and background investigations, Vendors and third-party personnel must comply with all Customer information security policies, standards, baselines, and procedures. Including, but not limited to:

- Vendors are responsible for submitting any and all documentation identified in Customer applicable policies, standards, baselines, or procedures as assurance of compliance.
- Vendors shall screen individuals prior to requesting access to the Customer resources.
    - Vendor personnel must meet the minimum background investigation requirements of a criminal fingerprint background check within the last 5 years based on IRS Publication 1075 requirements.

- Written confirmation of a favorably adjudicated background investigation from the employer of an internal or external contractor is required prior to granting access to Customer information technology ("IT") resources.

- Vendors shall screen individuals requiring access to Customer resources on a defined frequency.

  - Background reinvestigation is conducted on a frequency within 5 years of the most current investigation date based on IRS Publication 1075.
  - Background reinvestigations may be conducted at any time including changing job duties.

- Vendors shall notify Customer of any transfers or terminations of Vendor or third party personnel who possess Customer credentials and/or badges, or who have Information System privileges immediately.

1.4. TRANSPORTATION AND DELIVERY: The Customer will accept delivered equipment based on visual inspection or packing slip information at the Customer's discretion.

1.5. SUBCONTRACTING

Subcontractors are allowed.

For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the Contract. If subcontractors will be utilized, Vendor must identify below the names and addresses of all subcontractors it will be entering into a contractual agreement that has an annual value of $50,000 or more in the performance of this Contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money to the extent the information is known that each subcontractor is expected to receive pursuant to the Contract. Attach additional sheets as necessary.

1.5.1. Will subcontractors be utilized? ☒ Yes ☐ No

- Subcontractor Name: Ficek Electric & Communication Systems, Inc.

  Amount to be paid: 23% of professional services

  Address: 12 Gunia Drive, LaSalle, IL 61301

  Description of work: Varied professional services based on BOAs received

1.5.2. All Contracts with the subcontractors identified above must include the Standard Certifications completed and signed by the subcontractor.

1.5.3. If the annual value of any the subcontracts is more than $100,000, then Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.

1.5.4. If the subcontractor is registered in the Illinois Procurement Gateway ("IPG") and Vendor is using the subcontractor's Standard Certifications or Financial Disclosures and Conflicts of Interest from the IPG, then Vendor must also provide to the State a completed Forms B for the subcontractor.

1.5.5. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor will be required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. Any subcontracts entered into prior to award of the Contract are done at the sole risk of Vendor and subcontractor(s).

1.6. SUCCESSOR VENDOR

☒ Yes No This Contract is for services subject to 30 ILCS 500/25-80. Heating and air conditioning service contracts, plumbing service contracts, and electrical service contracts are not subject to this requirement. Non-service contracts, construction contracts, qualification-based selection contracts, and professional and artistic services contracts are not subject to this requirement.

If yes is checked, then Vendor certifies:

(i) that it shall offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the Contract subject to its bid or offer; and

(ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this Contract.

This certification supersedes a response to certification 4, Form F, of the Illinois Procurement Gateway (IPG).

1.7. WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise disclosed in this section all services shall be performed in the United States. If Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the Contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of Contract if Vendor shifts any such work outside the United States.

- Location where services will be performed: Within the United States

  Value of services performed at this location: 100%

2. PRICING

2.1 TYPE OF PRICING: The Illinois Office of the Comptroller requires the State to indicate whether the Contract value is firm or estimated at the time it is submitted for obligation. The total value of this Contract is estimated.

2.2 EXPENSES ALLOWED: Expenses are not allowed.

2.3 **DISCOUNT:** The State may receive a N/A % discount for payment within N/A days of receipt of correct invoice.

2.4 VENDOR'S PRICING: Attach additional pages if necessary.

2.4.1. Vendor's Price for the Initial Term: See pricing Exhibit A

- For procurements conducted in BidBuy, the State may include in this Contract the BidBuy Purchase Order as it contains the agreed Pricing.

☐ If checked, see the attached BidBuy Purchase Order for Vendor's Price for the Initial Term.

2.4.2. Renewal Compensation: If the Contract is renewed, the price shall be at the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section.

2.4.2.1 Agency Formula for Determining Renewal Compensation: N/A.

2.4.2.2 Vendor's Price for Renewal(s): N/A

2.5 **MAXIMUM AMOUNT:** The total payments under this Contract and all renewal options shall not exceed $N/A without a formal amendment.

3. TERM AND TERMINATION

3.1 TERM OF THIS CONTRACT: This Contract shall be in effect for a period of ten (10) years beginning the last date of execution.

BB For procurements conducted in BidBuy, the State may include in this Contract the BidBuy Purchase Order as it contains the agreed term.

☐ If checked, see the attached BidBuy Purchase Order for the Term of this Contract.

3.1.1 In no event will the total term of the Contract, including the initial term, any renewal terms and any extensions, exceed 10 years.

3.1.2 Vendor shall not commence billable work in furtherance of the Contract prior to final execution of the Contract except when permitted pursuant to 30 ILCS 500/20-80.

3.2 RENEWAL: [INTENTIONALLY OMITTED]

3.3 TERMINATION FOR CAUSE: The State may terminate this Contract, in whole or in part, immediately upon notice to Vendor if: (a) the State determines that the actions or inactions of Vendor, its agents, employees, or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) Vendor has notified the State that it is unable or unwilling to perform the Contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this Contract, is in violation of a material provision of this Contract, or the State determines that Vendor lacks the financial resources to perform the Contract, the State shall provide written notice to Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the Contract without additional written notice or (b) enforce the terms and conditions of the Contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

3.4 TERMINATION FOR CONVENIENCE: The State may, for its convenience and with thirty (30) days' prior written notice to Vendor, terminate this Contract in whole or in part and without payment of any penalty or incurring any further obligation to Vendor.

Upon submission of invoices and proof of claim, Vendor shall be entitled to compensation for supplies and services provided in compliance with this Contract up to and including the date of termination.

3.5 OTHER TERMINATION: The State may also terminate, in whole or in part, this Contract without advance notice pursuant to Section 3.7.

3.6 SUSPENSION: The State may also suspend, in whole or in part, this Contract without advance notice pursuant to Section 3.7.

3.7 AVAILABILITY OF APPROPRIATION: This Contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this Contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor or the Agency reserves funds, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations or available funds for payment. Vendor will be notified in writing of the failure of appropriation or of a reduction or decrease and the Agency's election to terminate or suspend, in whole or in part, 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. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 PAYMENT TERMS AND CONDITIONS:

4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.

4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of $1,000 or more is required to pay a fee of $15. The Comptroller shall deduct the fee from the first check issued to Vendor under the Contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.

4.1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this Contract by the Parties even if the effective date of the Contract is prior to execution.

4.1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the Contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor and are available on the Illinois Department of Labor's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting the Illinois Department of Labor at 217-782-6206 or (*http://www.state.il.us/agency/idol/index.htm*) to ensure understanding of prevailing wage requirements.

4.1.5 Federal Funding: This Contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.

4.1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the Contract, and the amount billed and expenses incurred are as allowed in the Contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency's state tax exemption number and federal tax exemption information.

4.1.6.2 Vendor shall invoice on a per order basis.

Send invoices to:

Agency:	See "Bill To" on approved order
Attn:	See "Bill To" on approved order
Address:	See "Bill To" on approved order
City, State Zip	See "Bill To" on approved order

☐ See attached BidBuy Purchase Order

BB For procurements conducted in BidBuy, the Agency may include in this Contract the BidBuy Purchase Order as it contains the Bill To address.

4.2 **ASSIGNMENT**: This Contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State. In the event of a sale or merger of Vendor's business, the parties may work together to assign this contract to the extent necessary, subject to internal State of Illinois approvals and the requirements and limitations of any and all applicable laws, regulations, and rules, including but not limited to the Illinois Procurement Code (30 ILCS 500).

4.3 **SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the Contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this Contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this Contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this Contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this Contract. All subcontracts must include the same certifications that Vendor must make as a condition of this Contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. 30 ILCS 500/20-120.

4.4 **AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the Contract or subcontract and necessary to support amounts charged to the State pursuant the Contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by Vendor for a period of three (3) years from the later of the date of final payment under the Contract or completion of the Contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay Contract costs, Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Contract or any subcontract for which adequate books and records are not available to support the purported disbursement. Vendor or subcontractors shall not impose a charge for audit or examination of Vendor's or subcontractors' books and records. 30 ILCS 500/20-65. Vendor and its subcontractors shall upon reasonable notice appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

4.5 **VENDOR PERFORMANCE:** Vendor shall continue to perform its obligations while any dispute concerning the Contract is being resolved unless otherwise directed by the State.

4.6 **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.

4.7 **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the Contract without penalty if performance does not resume within thirty (30) days of the declaration.

4.8 **CONFIDENTIAL INFORMATION:** Each Party to this Contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this Contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this Contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act ("FOIA") (5 ILCS 140), shall be considered public. Unless otherwise agreed by the Parties, and then only upon receipt of the State's prior written consent, Vendor and its subcontractors shall not access or attain any personally identifiable information or sensitive information on or from the State's systems, and Vendor agrees that any such information is the confidential information of the State. In any event, Vendor shall implement and maintain reasonable security measures to protect any and all data, information, and records disclosed by the State under this Contract from unauthorized access, acquisition, destruction, use, modification, or disclosure. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the Contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in a non-proprietary, readily usable format, promptly at the end of the Contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

4.9 **USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this Contract, whether written documents or data, goods, or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this Contract.

4.10 INDEMNIFICATION AND LIABILITY: Vendor shall indemnify and hold harmless the State, its agencies, officers, employees, agents, and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements, and judgments, including in-house and Contracted attorneys' fees and expenses, related to: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants, or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity, or omission of Vendor or any of its employees, representatives, subcontractors, or agents; or (d) any actual or alleged claim that the products or services provided under this Contract infringe, misappropriate, or otherwise violate any intellectual property rights (including but not limited to patent, copyright, trade secret, or trademark rights) of a third party. Vendor shall also defend (subject to the consent of the Office of the Attorney General ("OAG")) the State against any and all third-party claims related to this Contract. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois and 1973 Illinois Attorney General Opinion 78, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither party shall not be liable for indirect, special, consequential, or punitive damages. The State will use best efforts to provide written notice of the claim to the Vendor as soon as the State of Illinois first becomes aware of the claim. Subject to the review and consent of the OAG the State (i) will provide Vendor control of the defense of and the right to settle such claim and (ii) provide available information, assistance, and cooperation as reasonably necessary to enable Vendor to defend or settle such claim, at Vendor's expense. EXCEPT FOR (I) VENDOR'S INDEMNIFICATION OBLIGATIONS STATED ABOVE, (II) DAMAGES TO PERSON (INCLUDING DEATH) OR PROPERTY, AND (III) DAMAGES ARISING FROM VENDOR'S GROSS NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS, VENDOR'S ENTIRE LIABILITY HEREUNDER SHALL BE LIMITED TO THREE TIMES THE AMOUNT PAID OR PAYABLE UNDER THIS CONTRACT.

4.10.1 DATA BREACH PREVENTION, NOTICE, AND REMEDIATION: To the extent applicable for the services and products provided by Vendor, Vendor shall ensure the security, storage, and integrity of the State's content, data, computers, networks, and systems (which may include the use of encryption technology to protect the State's content and data from unauthorized access). Notwithstanding anything to the contrary in this Contract, to the extent that Vendor experiences or causes an information breach that impacts the State's data, content, computers, systems, or networks, Vendor shall promptly notify the State and will use best efforts to immediately remedy any such breach, and to prevent any further breach, at Vendor's expense, in accordance with applicable privacy rights, laws, regulations, policies, and standards, including but not limited to the Illinois Personal Information Protection Act (815 ILCS 530). Vendor shall reimburse the State for any and all costs incurred by the State in responding to, and mitigating damages caused by, any such breach, including all costs of notice and/or remediation.

4.10.2 DATA LOSS AND DAMAGE TO STATE COMPUTER SYSTEMS: Vendor shall adhere to all indemnification and liability obligations stated in this Contract and will remain liable where any damage or impairment to the State's computers, systems, and networks, or any loss or corruption of the State's data or content, is due to Vendor's negligent or intentional acts and omissions. Further, Vendor shall reimburse the State for any and all costs incurred by the State in restoring such data, content, computers, systems, or networks.

4.11 INSURANCE: Vendor shall, at all times during the term of this Contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability insurance in the amount of $1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and $2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in amount of $1,000,000 per occurrence; and (c) Worker's Compensation Insurance in the amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

4.12 INDEPENDENT CONTRACTOR: Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.

4.13 SOLICITATION AND EMPLOYMENT: Vendor shall not employ any person employed by the State during the term of this Contract to perform any work under this Contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this Contract.

4.14 COMPLIANCE WITH THE LAW: Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this Contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this Contract.

4.15 BACKGROUND CHECK: Vendor affirms that it checks the criminal records of all applicants for felony convictions and misdemeanor convictions involving a violent act or threat of violence within five (5) years prior to employment, where permitted by law.

Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendors and subcontractors, officers, employees, or agents performing services on State owned, leased, or controlled property. Vendor or subcontractor shall reassign immediately any such individual who, in the reasonable opinion of the State, does not pass the background checks. The background checks shall be in compliance with all federal laws. The State further agrees as follows:

- Use of the information collected will be for the specific purpose of facilitating a background check;
- All information collected will be treated as confidential;

- The State will limit access to the information received and will properly store it in a reasonably secure manner;
- The State will promptly dispose in an appropriate manner all collected information when the purpose for which it was originally collected is no longer valid; and
- State must provide notice and consent forms. Vendor's and subcontractor's officers, employees, or agents performing services on state owned, leased, or controlled property not consenting shall be reassigned.

However, in no event can Vendor agree to waive the rights of its employees, nor can Vendor provide the State with any information protected by law, including but not limited to Vendor's background check data.

4.16 APPLICABLE LAW:

4.16.1 **PREVAILING LAW:** This Contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

4.16.2 **EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 ILL. ADM. CODE 750.

4.16.3 **COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** Any claim against the State arising out of this Contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this Contract. The State of Illinois does not waive sovereign immunity (including all rights provided in the State Lawsuit Immunity Act, 745 ILCS 5) by entering into this Contract.

4.16.4 **OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (*www.ilga.gov/legislation/ilcs/ilcs.asp*).

4.17 ANTI-TRUST ASSIGNMENT: If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this Contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title, and interest in and to the claim or cause of action.

4.18 CONTRACTUAL AUTHORITY: The Agency that signs this Contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this Contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master Contract on behalf of State agencies, only the Agency that places an order or orders with Vendor shall have any liability to Vendor for that order or orders.

4.19 EXPATRIATED ENTITIES: Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a Contract with a State agency if that business or any member of the unitary business group is an expatriated entity

4.20 **NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery or via courier (UPS, Federal Express, or other similar and reliable carrier). Notices shall be sent to the individuals who signed this Contract using the contact information provided with the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.

4.21 **MODIFICATIONS AND SURVIVAL:** Amendments, modifications, and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this Contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and Vendor's terms, conditions, and attachments, the State's terms, conditions, and attachments shall prevail.

4.22 **PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the Contract. The State may consider Vendor's performance under this Contract and compliance with law and rule to determine whether to continue the Contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.

4.23 **FREEDOM OF INFORMATION ACT:** This Contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act ("FOIA") (5 ILCS 140) notwithstanding any provision to the contrary that may be found in this Contract.

4.24 **SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

4.25 **WARRANTIES FOR SUPPLIES AND SERVICES:**

4.25.1. Vendor warrants that the supplies furnished under this Contract will: (a) conform to the standards, specifications, drawing, samples, or descriptions furnished by the State or furnished by Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be, of good quality and workmanship, and free from defects for a period of 12 months or longer as extended by the manufacturer (whichever is longer), and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations, and ordinances pertaining to the manufacturing, packing, labeling, sale, and delivery of the supplies; and (d) be of good title and be free and clear of all liens and encumbrances. Vendor agrees to reimburse the State for any losses, costs, damages, or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

4.25.2. Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied, or statutory, and shall survive the State's payment, acceptance, inspection, or failure to inspect the supplies.

4.25.3. Vendor warrants that all services will be performed to meet the requirements of this Contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall immediately reassign any individual who does not perform in accordance with this Contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the Contract or State policies.

4.26 REPORTING, STATUS AND MONITORING SPECIFICATIONS: Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this Contract.

4.27 EMPLOYMENT TAX CREDIT: Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

4.28 SUPPLEMENTAL TERMS: Notwithstanding any provision to the contrary in Vendor's supplemental terms and conditions, or in any licensing agreement attached hereto:

4.28.1 The procuring Agency and the State do not waive sovereign immunity (including all rights provided in the State Lawsuit Immunity Act, 745 ILCS 5);

4.28.2 The procuring Agency and the State do not consent to be governed by the laws of any state other than Illinois;

4.28.3 The procuring Agency and the State do not consent to be represented in any legal proceeding by any person or entity other than the Illinois Attorney General or his or her designee;

4.28.4 The procuring Agency and the State shall not be bound by the terms and conditions contained in any click-wrap agreement, click-wrap license, click-through agreement, click-through license, end user license agreement, or any other agreement or license contained or referenced in the software or any quote provided by Vendor, except as attached to this Contract.

4.28.5 The procuring Agency and the State shall not indemnify Vendor or its subcontractors (including any equipment manufacturers or software companies);

4.28.6 Vendor shall indemnify the procuring Agency and State pursuant to the terms and conditions of the Indemnification and Liability clause of this Contract;

4.28.7 Vendor's liability shall be governed by the terms and conditions contained in the Indemnification and Liability clause of this Contract; and

4.28.8 Vendor must ensure that all information technology, including electronic information, software, systems and equipment, developed or provided under this contract complies with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa). 30 ILCS 587.

4.29 SECURITY REQUIREMENTS: The State of Illinois has specific security requirements for information and systems. Vendor must ensure these requirements are fully understood and allocate sufficient project time and resources to address the security requirements.

If not specifically addressed in other Vendor Information Technology Requirements, Vendor must adhere to State of Illinois and Illinois Department of Innovation & Technology technology and security Policies, Procedures, and Standards. https://www2.illinois.gov/sites/doit/support/policies/Pages/default.aspx

State and Federal laws, rules, and regulations as well as industry-specific guidelines require specific and often enhanced security controls on information and systems. The State of Illinois is required to comply with the below laws, standards, and regulations. Vendors must ensure compliance with the below as appropriate based upon the formal risk assessment to include a data classification and system categorization process.

STATE OF ILLINOIS

Appendix Cloud Security

Vendor shall only use State or Participant data, or State-related or Participant-related data for the purposes stated in this Contract. Vendor shall not use State or Participant data, or State-related or Participant-related data, for any other purpose, including, but not limited to, data mining or bids on other government contracts. Vendor and/or its agents shall not resell nor otherwise redistribute information gained from its access to the State or Participants.

- Vendor shall not engage in nor permit its agents to push adware, software, or marketing not explicitly authorized by the State.

- Vendor shall have a documented security incident policy and procedure.

- Vendor shall restrict the location of information systems that receive, process, store, or transmit State of Illinois Personally Identifiable Information, as the term is defined in the National Institute of Standards and Technology Publication 800-122 http://csrc.nist.gov/publications/nistpubs/800-122/sp800-122.pdf, to areas within the United States.

- Vendor certifies it has undertaken independent third-party audit Statement on Standards for Attestation Engagements (SSAE-16) certifications and must provide the State with SOC 1 Type 2, SOC 2 Type 2, or equivalent certifications and other related documents, at initial implementation and on an annual basis going forward.

- Vendor must maintain a robust and reliable data backup system. Vendor must perform a daily backup of the data and systems. Vendor must maintain a minimum sixty (60) days of data backups. At least two weekly copies of the data and systems backups shall be archived and securely transported to a secure external site. Data recovery must be accomplished with a minimum slowdown of system functions. Vendor must provide a copy of all data to the State without delay upon request by the State.

- Vendor must provide information on how the application will be recovered in the event of a disaster. This information should include Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO), and whether or not the Vendor utilizes an alternate location for recovery purposes. If Vendor uses an alternate location, distance of alternate location from the original location must be provided. Vendor must provide annual certification that disaster recovery systems and processes have been successfully tested during that year.

- Vendor must perform Penetration testing at regular intervals according to Cloud Security Alliance (CSA) and Open Web Application Security Project (OWASP) recommendations.

- Remediation of high vulnerabilities and medium vulnerabilities within the application detected during the security assessments that are determined by the SOI to pose an unacceptable risk, must be remediated by the vendor.

- Data Destruction: After transfer of data back to Agency and/or migration of data to a new or replacement system, and following verification of the data, Vendor must purge any of the State's data that resides on its computer hardware or software. Vendor must perform this purge in a manner no less restrictive than set forth in the requirements for "Purge" contained in NIST Special Publication 800-88, Appendix A: Minimum Sanitization Recommendation for Media Containing Data. Vendor must certify in writing the method used including the date and time of data destruction.

- Life-Cycle Management: Vendor or its Business Associate shall perform security system reviews and reauthorization of the system. Vendor or its Business Associate shall be responsible for meeting the following requirements:

  (a) Performing continuous monitoring of the security system. Vendor’s continuous monitoring must include periodically selecting a subset of the baseline controls for assessment. Based on assessment of these controls, subsequent remediation actions must be identified and implemented. The ongoing remediation process should include updating key documents.

  (b) Prior to any system or environmental modifications, Vendor must perform a security impact analysis. This must be included as a part of any change management or configuration management process. If the results of the modification indicate changes to security posture of the system, corrective actions should be initiated and appropriate documents revised and updated. The updating of the documentation and continuous monitoring should provide near real-time risk management.

- Vendor shall ensure encryption of State of Illinois Personally Identifiable Information, as the term is defined in the National Institute of Standards and Technology Publication 800-122 http://csrc.nist.gov/publications/nistpubs/800-122/sp800-122.pdf. Encryption must be in compliance with encryption related security controls as defined in IRS Publication 1075. https://www.irs.gov/uac/Encryption-Requirements-of-IRS-Publication-1075 Vendor shall ensure any social security numbers utilized in the solution are encrypted during all phases of data use, including, data in motion, and data in use. Vendor shall ensure encryption of data at rest as soon as practical, and in no event beginning later than June 30, 2017.

- Vendor will notify the State’s Chief Information Security Officer within 24 hours of confirmation any identified information breach which impacts the State’s data or application.

- If not specifically addressed in other Vendor Information Technology Requirements, Vendor must adhere to State of Illinois and CMS technology and security Policies, Procedures, and Standards. When those Policies, Procedures and Standards do not address security and technology issues that arise, Vendor must adhere to IRS Publication 1075 as the standard as applicable.

- Vendor shall house all of data pertinent to this contract within the United States.

- Vendor shall ensure that production data is not used outside of the production environment.

SUPPLEMENTAL PROVISIONS

5.1. STATE SUPPLEMENTAL PROVISIONS

☒ Required Federal Clauses, Certifications and Assurances

☐ Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.

PREVAILING WAGE ACT: This Contract calls for the construction of a "public work", within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Prevailing Wage Act"). The Prevailing Wage Act requires vendors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Code requires vendors that are awarded certain service contracts to pay service workers no less than the general prevailing wage rates of hourly wages (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor publishes the prevailing wage rates on its website at http://labor.illinois.gov. The Illinois Department of Labor revises the prevailing wage rates, and Vendor and any subcontractors have an obligation to check the Illinois0 Department of Labor's website for revisions to prevailing wage rates. Please refer to the Illinois Department of Labor's website. Vendor and any subcontractors rendering services under this Contract must comply with all requirements of the Prevailing Wage Act and Code, including but not limited to, all wage requirements and notice and record keeping duties.

☐ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than $200 per month or $2,000 per year or printing) 30 ILCS 500/25-60.

PREVAILING WAGE ACT: This Contract is a service contract subject to the prevailing wage requirements of the Illinois Procurement Code, 30 ILCS 500/25-60 (the "Code"). The Prevailing Wage Act requires vendors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Code requires vendors that are awarded certain service contracts to pay service workers no less than the general prevailing wage rates of hourly wages (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor publishes the prevailing wage rates on its website at http://labor.illinois.gov. The Illinois Department of Labor revises the prevailing wage rates, and Vendor and any subcontractors have an obligation to check the Illinois Department of Labor's website for revisions to prevailing wage rates. Please refer to the Illinois Department of Labor's website. Vendor and any subcontractors rendering services under this Contract must comply with all requirements of the Prevailing Wage Act and Code, including but not limited to, all wage requirements and notice and record keeping duties.

☐ EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS: In a period of excessive unemployment rates, State vendors (1) constructing or building any public works or (2) cleaning-up and disposing on-site of hazardous waste, and that clean-up or on-site disposal is funded or financed in whole or in part with State funds or funds administered by the State, are required to employ at least 90% Illinois laborers on such project. For projects involving clean-up and on-site disposal of hazardous waste, emergency response or immediate removal activities are excluded. This requirement applies to all labor whether skilled, semi-skilled, or unskilled, whether manual or non-manual.

A period of excessive unemployment rates is defined as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures.

Any public works project financed in whole or in part by federal funds administered by the State of Illinois is covered under the provisions of this requirement, to the extent permitted by any applicable federal law or regulation. 30 ILCS 570.

Vendors may receive an exception from this requirement by submitting a request and supporting documents certifying that Illinois laborers are either not available or are incapable of performing the particular type of work involved. The certification must: (a) be submitted to the Agency within the first quarter of the Contract term; (b) provide sufficient support that demonstrates the exception is met; (c) be signed by an authorized signatory of Vendor; and (d) be approved by the Agency.

☐ ILLINOIS WORKS JOBS PROGRAM ACT (30 ILCS 559/20-1 et seq.): For a contract that utilizes appropriated capital funds in whole or in part, involves the construction of a public work, and has with an estimated total project cost of $500,000 or more, Vendor must comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules. The “estimated total project cost” is a good faith approximation of the costs of the entire project. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Vendor may seek from the Department of Commerce and Economic Opportunity (“DCEO”) a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). Vendor must ensure compliance for the life of the entire project, including during the term of the Contract and after the term ends, if applicable, and will be required to report on and certify its compliance.

☒ Agency Definitions

5.1.1 “Chief Procurement Officer” means the chief procurement officer appointed pursuant to 30 ILCS 500/10-20(a)(4).

5.1.2 “Governmental unit” means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code, officers of the State of Illinois, any public authority in Illinois which has the power to tax or any other public entity created by Illinois statute.

5.1.3 “Qualified not-for-profit agency” means any not-for-profit agency that qualifies under Section 45-35 of the Illinois Procurement Code and that either (1) acts pursuant to a board established by or controlled by a unit of local government or (2) receives grant funds from the State or from a unit of local government.

5.1.4 "Customer" means any governmental unit or qualified not-for-profit agency that purchases commodities or services pursuant to the contract.

☒ Agency Specific Terms and Conditions

5.1.5 The Chief Procurement Officer for General Services makes this contract available to all governmental units and qualified not-for-profit agencies.

5.1.6 Vendor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in this contract for the items in this contract to all governmental units and qualified not-for-profit agencies.

5.1.7 The supplies or services subject to this Contract shall be distributed or rendered directly to each governmental unit or qualified not-for-profit agency.

5.1.8 Vendor shall bill each governmental unit or qualified not-for-profit agency separately for its actual share of the costs of the supplies or services purchased.

5.1.9 The credit or liability of each governmental unit or qualified not-for-profit agency shall remain separate and distinct.

5.1.10 Disputes between vendors and governmental units or qualified not-for-profit agencies shall be resolved between the affected parties.

5.1.11 All terms and conditions in this Contract apply with full force and effect to all purchase orders.

☐ Other (describe)

5.2. VENDOR SUPPLEMENTAL PROVISIONS

Pricing - Attachment A To CMT4021089

BEP U Plans – Exhibit B

5.3. MANUFACTURER AGREEMENTS

Cisco June 28, 2018 Letter Agreement Regarding Terms for Cisco Security Suite (Cisco Deal ID# 18643112) as mutually agreed to by Cisco Systems Inc. and the State of Illinois and executed July 13, 2018

Cisco July 19, 2019 Letter Agreement Regarding Terms for Cisco Collaboration Flex Plan Contact Center (Cisco Deal ID# 39003269) as mutually agreed to by Cisco Systems Inc. and the State of Illinois and executed July 24, 2019

Cisco June 23, 2020 Letter Agreement Regarding Terms for Cisco Managed Service License Agreement as mutually agreed to by Cisco Systems Inc. and the State of Illinois and executed December 11, 2020

Cisco March 31, 2020 Letter Agreement Regarding Terms for Cisco AppDynamics Services as mutually agreed to by Cisco Systems Inc. and the State of Illinois and executed April 21, 2020

Cisco Letter Agreement Regarding Terms for Cisco Security Suites (Cisco Deal ID# 43584707) as mutually agreed to by Cisco Systems Inc. and the State of Illinois and executed June 15, 2021

Cisco Letter Agreement Regarding Terms for Cisco Security Suites (Cisco Deal ID# 43666514) as mutually agreed to by Cisco Systems Inc. and the State of Illinois and executed July 26, 2021

Cisco Master Indirect License Agreement as mutually agreed to by Cisco Systems Inc. and the State of Illinois and executed December 28, 2021

Cisco Information Security Exhibit as mutually agreed upon between the State of Illinois and Cisco Systems Inc.

Nuance Software License Agreement as mutually agreed upon between the State of Illinois and Nuance

STAFF COSTS

Staff Category	Description/Activities	Hourly Rate
Installation Coordinator	Plans and coordinates network/system installations; install and test equipment	$100.00
Maintenance Support	Tier 2 and Tier 3 support. Responsible for Tier 2 and Tier 3 maintenance procedures and preventative maintenance for equipment and systems for the Illinois VoIP solution	$130.00
Cisco Unified Contact Center Enterprise (UCCE) Support	Expertise in Enterprise-level UCCE design, deploy, configure and troubleshooting	$165.00
Technical Analyst	Technical (hardware/software) expertise and support; Data/voice provisioning and maintenance expertise	$225.00
VoIP/Video Network and VoIP/Video Services Design Engineer	Expertise in VoIP/Video network planning and design, VoIP/Video systems engineering and implementation, VoIP/Video Network security, VoIP/Video Network transport, VoIP/Video Network troubleshooting, VoIP/Video QoS Design and Troubleshooting	$185.00
Programmer/Software Developer	Software development/coding per technical requirements	$250.00
Training	Provides training for VoIP phones and functionality	$125.00
Project Manager	Creates and executes project work plans	$185.00

CISCO MSRP DISCOUNT

Customer Type	*Core Category Discount % off MSRP	*Compute Category Discount % off MSRP	*Market Category Discount % off MSRP	*Net Category Discount % off MSRP	Smart Net Total Care Maintenance Discount % off MSRP
State Agencies	50	61	27	27	30
Non-State	42.5	58	20	22	25

Flex Pricing Discounts for IL Voice Project

Customer Type	Discount % off MSRP
State Agencies	
On Prem Flex Project	
UC - Calling	27
Call Center	27
Cloud Flex	
UC - Calling	27
WebEx	27
WebEx PSTN	27
Call Center	27
AI Solutions - Google, Cisco	27
Webex Workforce Optimization	27
Webex Experience Management	27
Non-State	
On Prem Flex Project	
UC - Calling	20
Call Center	20
Cloud Flex	
UC - Calling	20
WebEx	20
WebEx PSTN	20
Call Center	20
AI Solutions - Google, Cisco	20
Webex Workforce Optimization	20
Webex Experience Management	20

Cisco MSRP Discount for Cisco Solutions+ (Premise) or 3rd Party Cloud Options		
Product	**Discount % off MSRP**	**Maintenance Discount % off MSRP**
State Agencies		
On Premises Based Flex Solution	_	_
Cisco Campaign/CRM Solutions+ - Acqueon	19	Subscription
Cisco Speech Solutions+ - Nuance	19	0
Cisco Speech Solutions+ - Lumenvox	19	0
Cisco WFO Solutions+ - Calabrio	19	0
Cisco WFO Solutions+ - Zoom	19	0
Cisco WFO Solutions+ - Verint	19	0
Cisco Desktop Solutions+ - Upstream Works	19	Subscription
Cisco Desktop Solutions+ - Bucher & Suter	19	Subscription
Cisco Additional Solutions+ - eGain	19	Subscription
Cisco SMS Solutions+ - Webtext	19	Subscription
Cisco Cloud Based Flex Solution		_
Cisco Campaign/CRM Option - Acqueon	19	Subscription
Cisco Speech Option - Nuance	19	Subscription
Cisco WFO Option - Calabrio	19	Subscription
Cisco WFO Option - Verint	19	Subscription
Cisco Desktop Option - Upstream Works	19	Subscription
Cisco Desktop Option - Bucher & Suter	19	Subscription
Cisco SMS/Messaging Option	19	Subscription
Non-State Agencies		
On Premises Based Flex Solution	_	_
Cisco Campaign/CRM Solutions+ - Acqueon	19	Subscription
Cisco Speech Solutions+ - Nuance	19	0
Cisco Speech Solutions+ - Lumenvox	19	0
Cisco WFO Solutions+ - Calabrio	19	0
Cisco WFO Solutions+ - Zoom	19	0
Cisco WFO Solutions+ - Verint	19	0
Cisco Desktop Solutions+ - Upstream Works	19	Subscription
Cisco Desktop Solutions+ - Bucher & Suter	19	Subscription
Cisco Additional Solutions+ - eGain	19	Subscription
Cisco SMS Solutions+ - Webtext	19	Subscription
Cisco Cloud Based Flex Solution	_	_
Cisco Campaign/CRM Option - Acqueon	19	Subscription
Cisco Speech Option - Nuance	19	Subscription
Cisco WFO Option - Calabrio	19	Subscription
Cisco WFO Option - Verint	19	Subscription
Cisco Desktop Option - Upstream Works	19	Subscription
Cisco Desktop Option - Bucher & Suter	19	Subscription
Cisco SMS/Messaging Option	19	Subscription

NON-CISCO MSRP DISCOUNT		
Vendor	**Discount % off MSRP**	**Maintenance Discount % off MSRP**
Accessaphone	10	5
ISI Telemanagement Solutions	10	5
Xmedius Fax Server	10	5
Twilio	10	5
Audio-Technica	20	10
Atlona	25	10
Biamp	30	10
Chief	25	10
Crestron	30	10
C2G Cables to go	25	10
CAD Audio	20	10
Clearone	15	10
Clear-Com	20	10
Extron	20	10
Bosch	20	10
Telex Intercom	20	10
Gator Cases	15	10
Starin	20	10
Sharp	15	10
Philips	15	10
LG	15	10
NEC	15	10
Kramer	20	10
Listen Audio	20	10
Mid Atlantic	25	10
Hitachi	20	10
Barco	15	10
Panasonic	20	10
Peerless	25	10
Radio Design Labs	20	10
Revolabs	20	10
Que Audio	10	10
Shure	25	10
Vaddio	25	10
VDO360	10	10
Audio Visual Furniture International	20	10
Littlite	20	10
Crown	20	10
Visionary Solutions	15	10

NON-CISCO CATALOG

Cloud	Minimum Discount
AWS	5%
Google	5%
Microsoft	5%
Oracle	5%

Collaboration	Minimum Discount
2Ring	5%
Aceyus	5%
Acqueon	5%
Akkadian Labs	5%
Apple	5%
Avaya, Inc.	5%
Calabrio	5%
Centegix	5%
Eleveo	5%
Enghouse	5%
Industry Weapon	5%
Jabra	5%
Logitech, Inc.	5%
NICE Systems, Inc.	5%
Nuance Communications, Inc.	5%
Poly	5%
Red Sky Technologies	5%
Singlewire Software, LLC	5%
Spinetix	5%
UiPath	5%
Variphy	5%
Zoom Video Communications, Inc.	5%

Power	Minimum Discount
Schneider Electric / APC	5%
Tripp Lite / Eaton	5%
Vertiv / Liebert / Emerson	5%

Data Center	Minimum Discount
Cohesity	5%
Dell Technologies / EMC	5%
Exagrid	5%
IBM	5%
Intel Corporation	5%
Nasuni	5%
NetApp, Inc.	5%
Nutanix	5%
NVIDIA	5%
Pure Storage	5%
Qumulo	5%
RedHat	5%
Rubrik	5%
Veeam Software	5%
Zerto	5%

IT Service Management	Minimum Discount
Gigamon	5%
LiveAction Software	5%
LogicMonitor	5%
Manage Engine	5%
NetScout Systems, Inc.	5%
Paessler AG	5%
Service Now	5%
SolarWinds, Inc.	5%
Sumo Logic	5%

Enterprise Networking	Minimum Discount
Arista Networks, Inc.	5%
Aruba Networks	5%
Aviatrix	5%

Security	Minimum Discount
A10 Networks, Inc.	5%
Akamai	5%
Anomali	5%
Arctic Wolf Networks	5%
Armis	5%
AttackIQ	5%
Automox	5%
Ava	5%
Avigilon	5%
Axis Communications	5%
Axonius	5%
BeyondTrust	5%
bigid	5%
Check Point Software	5%
chef	5%
Claroty	5%
Cloudflare	5%
CrowdStrike	5%
Cybereason	5%
Cylance	5%
Data Grail	5%
Delinea	5%
DigiCert	5%
Digital Guardian	5%
Dragos	5%
Entrust	5%
Envoy	5%
Extrahop	5%
F5 Networks	5%
forgerock	5%
Genea	5%
GuardiCore	5%
Illumio	5%
Infoblox, Inc.	5%
Ivanti	5%
JAMF	5%
JupiterOne	5%
LenelS2	5%
LogRhythm	5%
McAfee	5%
Mimecast	5%

Enterprise Networking	Minimum Discount
BlueCat Networks, Inc.	5%
Ciena	5%
Ekahau	5%
Equinix	5%
Extreme Networks	5%
Fortinet, Inc.	5%
Hewlett Packard Enterprise	5%
Juniper Networks	5%
Lumen Technologies	5%
Riverbed Technology	5%
Sierra Wireless	5%
Tessco	5%
Ventev	5%

RESOURCE	RATE
Cloud Engineer	Up to $420/hr
Collaboration Engineer	Up to $420/hr
Contact Center Engineer	Up to $420/hr
Cyber Consultant	Up to $420/hr
Data Center Engineer	Up to $420/hr
DevOps Architect	Up to $420/hr
DevOps Engineer	Up to $420/hr
Network Engineer	Up to $420/hr
Principal Cyber Consultant	Up to $420/hr
Project Manager	Up to $420/hr
Security Engineer	Up to $420/hr
Senior Cloud Engineer	Up to $420/hr
Senior Collaboration Engineer	Up to $420/hr
Senior Contact Center Engineer	Up to $420/hr
Senior Cyber Consultant	Up to $420/hr
Senior Data Center Engineer	Up to $420/hr
Senior DevOps Engineer	Up to $420/hr
Senior Network Engineer	Up to $420/hr
Senior Project Manager	Up to $420/hr
Senior Security Engineer	Up to $420/hr
Senior Software Engineer	Up to $420/hr
Senior Wireless Engineer	Up to $420/hr
Software Engineer	Up to $420/hr
Trainer	Up to $420/hr
Wireless Engineer	Up to $420/hr

Security	Minimum Discount
Netskope, Inc.	5%
netsparker	5%
NS1	5%
Nucleus Security	5%
Okta	5%
Orca	5%
ORDR	5%
Palo Alto Networks	5%
Perforce	5%
perimeter81	5%
Portswigger	5%
Proofpoint	5%
Qualys, Inc.	5%
Radware Ltd	5%
Reach Security	5%
Rockwell Automation	5%
RSA	5%
SailPoint	5%
SALT Security	5%
SecureAuth	5%
SecZetta	5%
Semperis	5%
SentinelOne	5%
Siklu	5%
Snyk	5%
Splunk, Inc.	5%
Tanium	5%
Tenable	5%
Varonis Systems	5%
Venafi, Inc.	5%
Verkada, Inc.	5%
Whitehat	5%
Zscaler	5%

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-25-1392

AUTHORIZING THE USE OF THE STATE OF ILLINOIS CONTRACT TO PURCHASE SOFTWARE & SERVICES THROUGH PRESIDIO'S JPMC VOIP & CISCO EQUIPMENT AND SERVICES CONTRACT FOR THE INFORMATION TECHNOLOGIES DEPARTMENT (CONTRACT# CMT4021089)

WHEREAS, Article 4.11 of Kane County's Purchasing Ordinance permits the procurement of materials, services, equipment, construction and construction-related services through other governmental agencies, provided certain conditions are satisfied; and

WHEREAS, such procurements must be made pursuant to a Cooperative Joint Purchasing Agreement between the government agency that conducted the procurement and the Kane County Board; and

WHEREAS, the State of Illinois (the "State"), conducted a competitive Request for Proposals (RFP) process for the purchase of "JPMC VOIP & Cisco Equipment and Services" in 2021, on behalf of itself and other governmental units and qualified not-for-profit agencies, including state and local governmental entities; and

WHEREAS, the State's procurement process conformed to the requirements of Kane County's Purchasing Ordinance outlined in Article 4.2; and

WHEREAS, the State awarded a contract to Presidio Networked Solutions LLC that runs through 07/21/2033; and

WHEREAS, said contract establishes discounted pricing for a wide array of computer software and services offered by Presidio Networked Solutions LLC; and

WHEREAS, other units of Government may participate in the State's contract which effectively permits them to purchase Presidio Networked Solutions LLC products and services at the State's contract prices; and

WHEREAS, the Information Technologies Department is in need of software and services for use in most County Offices and Departments; and

WHEREAS, the Information Technologies Department has One Million Two Hundred Thousand ($1,200,000) budgeted for various Computer Software and Services; and

WHEREAS, this is an example of Computer Software and Services to be purchased:

Countywide Computer Software:
Microsoft licenses, Security related software, date backup software,
VPN access software for remote connections, Adobe software,
Network equipment and firewall software subscriptions, various
Software used in Offices and Departments, support services for
Upgrades and new deployments, etc.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board authorizes the Information Technologies Department to purchase Computer Software and Services from Presidio Networked Solutions LLC under Contract # CMT4021089, in an amount not to exceed One Million Two Hundred Thousand Dollars ($1,200,000) per fiscal year.

Line Item: 500.800.801.70000, 500.800.801.70020, 001.800.801.50340, Various
Line Item Description: Capital Software and Hardware, Countywide Software, Various
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes
Are funds currently available for this Personnel/Item/Service in the specific line item? Yes
If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on December 9, 2025.

John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing the Use of the State of Illinois Contract to Purchase 1Software & Services Through Presidio's JPMC VOIP & Cisco Equipment and Services Contract for the Information Technologies Department (Contract #CMT4021089)

Committee Flow:
Administration Committee, Executive Committee, County Board

Contact:
Charles Lasky, 630-232-5837

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $1,200,000
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

This resolution authorizes the Information Technologies Department to purchase computer software and related services from Presidio Networked Solutions LLC using the State of Illinois Contract #CMT4021089.This State competitively bid contract allows other governmental units, including state and local entities, to obtain technology equipment, software, and services at the State’s discounted bid rates. Funding for these purchases, not to exceed $1,200,000 per fiscal year, is included in the various budgets managed by the Information Technologies Department and covers software used by all County offices and departments. The Information Technologies Department will remain within approved budget allocations for any purchases made through this contract in the current and future fiscal years.The Information Technologies Department recommends approval of this resolution.

STATE OF ILLINOIS
CONTRACT

Department of Innovation and Technology

JPMC VOIP & Cisco Equipment and Services Contract

CMT4021089

The Parties to this Contract are the State of Illinois acting through the undersigned Agency (the "State") and Vendor. This Contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this Contract, constitute the entire Contract between the Parties concerning the subject matter of the Contract, and in signing the Contract, the Contractor affirms that the Certifications and if applicable the Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Contractor's execution of the Contract. This Contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the Contract. This Contract can be signed in multiple counterparts upon agreement of the Parties.

Contract includes BidBuy Purchase Order? (The Agency answers this question prior to Contract filing.)

☐ Yes

☒ No

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

☒ Yes (IPG Certifications and Disclosures including FORMS B)

☐ No

1. **DESCRIPTION OF SUPPLIES AND SERVICES**
2. **PRICING**
3. **TERM AND TERMINATION**
4. **STANDARD BUSINESS TERMS AND CONDITIONS**
5. **SUPPLEMENTAL PROVISIONS**
6. **STANDARD CERTIFICATIONS**
7. **FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST (IF APPLICABLE)**
8. **CONTRACT SPECIFIC CERTIFICATIONS AND DISCLOSURES – "FORMS B" (IF APPLICABLE)**
9. **PURCHASE ORDER FROM BIDBUY (IF APPLICABLE)**

In consideration of the mutual covenants and agreements contained in this Contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this Contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page.

STATE OF ILLINOIS
CONTRACT

Department of Innovation and Technology

JPMC VOIP & Cisco Equipment and Services Contract

CMT4021089

VENDOR

Vendor Name: Presidio Networked Solutions LLC	Address (Street/City/State/Zip): 8430 W Bryn Mawr Avenue, Suite 450; Chicago, IL 60631
Signature:	Phone: 309-306-7831
Printed Name: Keith Strohman	Fax: N/A
Title: Vice President, SLED Contracts	ALL NOTICES TO: Email: drisk@presidio.com and fkromah@presidio.com
Date: 7/18/2023	

STATE OF ILLINOIS

Procuring Agency: Department of Innovation and Technology	Phone: 217/557-3611
Street Address: 120 W. Jefferson Street	Fax: N/A
City, State ZIP: Springfield, IL 62702	ALL NOTICES TO: Email: DoIT.PSVM@Illinois.gov and DoIT.GeneralCounsel@Illinois.gov
Official Signature: Sanjay Gupta by Jenifer Johnson	Date: 7/21/2023
Printed Name: Sanjay Gupta	by Jenifer L. Johnson, Chief of Staff
Official's Title: Acting Secretary	
Legal Signature: Margaret L. van Dijk	Date: 07/21/2023
Legal Printed Name: Margaret van Dijk	
Legal's Title: General Counsel	
Fiscal Signature: Mary Feagans	Date: 07/21/2023
Fiscal's Printed Name: Mary Feagans	
Fiscal's Title: Chief Fiscal Officer	

Reviewed as to legal clause sufficiency, RM 7.18.23

AGENCY USE ONLY **NOT PART OF CONTRACTUAL PROVISIONS**

- Agency Reference #: 21-448DOIT-ADMIN-B-21089
- Project Title: JPMC VoIP & Cisco Equipment and Services Contract
- Contract #: CMT4021089
- Procurement Method (IFB, RFP, Small Purchase, etc.): RFP
- IPB Reference #: 21-448DOIT-ADMIN-B-21089
- IPB Publication Date: 09/30/2021
- Award Code: B
- Subcontractor Utilization? ☒ Yes ☐ No Subcontractor Disclosure? ☒ Yes ☐ No
- Funding Source:
- Obligation #:
- Small Business Set-Aside? ☐ Yes ☒ No Percentage:
- Minority Owned Business? ☐ Yes ☒ No Percentage:
- Women Owned Business? ☐ Yes ☒ No Percentage:
- Persons with Disabilities Owned Business? ☐ Yes ☒ No Percentage:
- Veteran Owned Small Business? ☐ Yes ☒ No Percentage:
- Other Preferences?

1. DESCRIPTION OF SUPPLIES AND SERVICES

1.1. SUPPLIES AND/OR SERVICES REQUIRED:

The Illinois Department of Innovation and Technology, in cooperation and agreement with the Chief Procurement Officer for General Services, is executing an Indefinite quantity Joint Purchase Master Contract ("JPMC") with Vendor to supply and support all Cisco Systems Inc. ("Cisco) hardware, software, and services in addition to non-Cisco products. Cisco hardware and software is currently used in the State's implementation of voice, video, collaboration, contact center, Local aArea Network ("LAN"), Wide Area Network ("WAN"), the State broadband network ("Illinois Century Network" or "ICN"), security, and data center implementations. This contract is a Joint Purchase Master Contract (JPMC) and is available to all governmental units and qualified not-for-profit agencies.

Vendor is required to procure, install, upgrade, operate, and support Cisco and non-Cisco products for the State's LAN, WAN, ICN, security, and data center services. Vendor services required for the State's LAN, WAN, ICN, security, and data center services include but are not limited to project-specific design, architecture, and planning, and installation, and equipment.

The term "Illinois Voice over Internet Protocol ("VoIP") Solution" used in this Contract refers to the voice, video, collaboration, and contact center functionalities supported by the Illinois VoIP Solution.

The term "Illinois Networking Solution" refers to the LAN, WAN, ICN, security and data center functionalities supported by the Illinois Network Solution.

The terms "the State", "Agency", "DoIT", "Customer", the "Department of Innovation and Technology," may be used interchangeably, and refer to the procuring agency using the JPMC contract, the State of Illinois, governmental units and qualified not-for-profit agencies, as parties to this Contract.

Product and services include but are not limited to:

Illinois VOIP Solution/Cisco Voice

- Vendor shall provide support related to the design, purchase, implementation, upgrade, support, and administration of Cisco voice, video, collaboration, and contact center products to support State of Illinois' VoIP solution; Voice Systems will be centrally-managed, multi-site Voice over Internet Protocol voice systems with fully redundant call processing, voicemail, and contact center servicers, software, equipment including digital and IP phone sets and headsets, technical support, training and professional services. The basic telephony package will provide for automatic callback/ring again, call forwarding, call hold, call transfer, conference calling/3-way, last number redial, speed calling and touch tone. Additional features include but are not limited to music, wait time announcements, voicemail-to-email and fax-to-email functionality, E-911 specifications, auto-attendant, scripted queue messages, call recording, and reporting. This includes a variety of professional services including design and project management of solution installation, installation of network equipment, setup and initialization of remote monitoring services, network monitoring and alerting, onsite and call center technical support, system programming, collaboration services such as Video Conferencing and Webex, etc. The Vendor is also required to provide onsite training for various user groups including help desk, support technicians, system administrators, contact center agents, etc.

- Vendor shall provide support related to the introduction of new voice, video, collaboration, and contact center features and functionality as required by the State;
- Vendor shall provide support related to the design, purchase, implementation, upgrade, and support of the non-Cisco products currently used in the Illinois' VoIP solution or as requested by the State;
- Vendor shall provide support related to the design, purchase, implementation, project management, and support of Illinois VoIP projects that upgrade State agency analog phones to VoIP phones with the corresponding upgrade of the core network;
- Vendor shall provide support related to the design, purchase, implementation, upgrade and support of Cisco products and non-Cisco products for the Illinois Networking Solution to serve the needs of DoIT, State agencies, ICN, ICN customers and the Customer; and
- Vendor shall provide consultation/design assistance and installation for the Illinois VoIP Solution and the Illinois Networking Solution as requested by the customer.
- For the Illinois VoIP Solution only, the Vendor shall stock commonly used devices for the customer, that include, but are not limited to, current commonly used State phones. These products shall be shipped within five (5) business days of request from customer.
- Vendor shall provide an automatic system that can detect incidents and generate an alarm to be reported to the DoIT Customer Service Center ("CSC") to open a trouble incident and assign an incident number;
- Vendor shall provide a Vendor help desk offering 365/7 days a week/24 hour a day Tier 2 and Tier 3 help desk features for the Illinois VOIP solution.
- Vendor shall provide backup of data using the IBM Tivoli Storage Manager or a system as requested by the Customer. Backups are required to preserve specific State of Illinois Enterprise and agency and Customer set up and configurations, including reporting, statistics, and recordings so as to achieve complete recovery in the event of failure.
- Vendor shall monitor VoIP systems and network functionality, and use the State's current tools, Netscout, and Solarwinds or a system as requested by Customer.
- Vendor shall provide end-to-end responsibility for:
  - coordinating network design, provisioning, testing, and troubleshooting.
  - providing single points of contact for ordering, trouble reporting, and escalation; and
  - ordering, provisioning, installing, acceptance testing and turn-up, monitoring, repair, escalation, maintenance, billing, and reporting.

All products and services available from Cisco shall be available from the Vendor plus any non-Cisco products used in the Illinois solutions, including but not limited to Collaboration, Networking, Security, Cloud, Data Center, Compute, Software and other related infrastructure solutions.

Sample Cisco product families include, but are not limited to:

Please reference the Manufacturer Enclosure (Attachment A).

Sample non-Cisco products, include but are not limited to:

Please reference the Manufacturer Enclosure (Attachment A).

The State recognizes that as technology evolves, the Vendor may replace a product or brand with an alternative that meets or exceeds the specifications at equivalent or lower pricing subject to Customer written approval.

Vendor shall warranty all hardware and software for a minimum of one (1) year from the date of installation for Cisco hardware and software and a minimum of one (1) year from the date of installation for non-Cisco hardware and software. Warranty shall cover labor, materials, parts, and training. Should software updates be released, the Vendor shall make available the new versions at no additional charge during the warranty coverage.

Migration of Non-VoIP Phones

Upon receipt of an order, Vendor shall execute and implement the continued migration of approximately 5,000 non-VoIP phones to the Enterprise VoIP solution. Vendor will be responsible for supporting and implementing the project management, design, architecture, installation, and maintenance functions. The Vendor will maintain the VoIP environment including applying software updates, server patches in coordination with the State's Infrastructure team, and a refresh schedule to ensure current and supported hardware and software. The Vendor will present a refresh schedule including costs, timeline, benefits, and risks for Customer approval before executing.

Migration to Cloud Based Solution

The State anticipates that during the life of this Contract, the State shall implement a partial or full migration of its existing on-premises services to cloud-based services. The State also understands that migration to cloud-based VoIP services may become required as dictated by future technology. Vendor shall support current on-premises hosted VoIP Solution and Networking Solution and potential partial or full migration to a cloud-based VoIP solution.

Related Services, Support, Maintenance and Equipment

The scope of this Contract includes services, support, maintenance and equipment items which are related, dependent, integral, or incidental to the supply and delivery of the primary Cisco and Non-Cisco solutions, such as consultant services, installation, integration, modernization/upgrades, training and providing special warranty and other similar obligations of the Vendor under the Contract.

Vendor Support and Staff to be Provided

Vendor to provide Customer with one (1) Subject Matter Expert ("SME") for each category:

Enterprise VoIP Architect
Quality Assurance Analyst
VoIP Administrator
Service Account Manager
Unified Contact Center Enterprise Support Team Tier 2 and Tier 3
IT Infrastructure Engineers
Installation Coordinator;
Maintenance Support;
Cisco Unified Support;
Technical Analyst;

VOIP video network and video design engineers.
Programmer software developer;
Trainer
Project Manager;

Upon a request from Customer the Vendor shall also provide staff, at the rates provided herein, for the following functions: project management services; technical support services; system testing services; consulting services; training services; and engineering and consulting services for existing or future infrastructure.

Vendor will provide the Customer with updated Vendor Team from above list prior to the occurrence of personnel changes that affect the Customer's direct account team and/or the escalation at least on a semi annual basis.

The Vendor's account team dedicated to the Customer will be comprised of several escalation layers including:

- Account Management
- Local General Manager
- Vice President of Sales
- Chief Executive Officer

The Vendor's engineering and delivery team will also be comprised of several escalation layers including:

- Local engineers and technicians
- Local Professional Services Manager
- Director of Professional Services
- Vice President

Vendor shall employ manufacturer-certified installation and maintenance technicians, located within the State of Illinois, for the various types of systems included in this contract. Vendor technicians will provide their own tools, transportation, test equipment, and other equipment. supplies, and materials. Technicians must also be available by cell phone, email, or instant chat.

Vendor shall remove and replace any service technician at any site at the Customer's request, when in the Customer's judgment, the technician has not performed his or her duties in a professional manner or the technician has engaged in unauthorized or prohibited conduct. The Customer will notify Vendor in writing of any request to remove a technician. Vendor shall ensure that if technician or engineer is replaced during the implementation of a project that the new technician or engineers joining the project will not setback the timeline or budget for the project.

Redundancy

Vendor's solution shall provide for full redundancy over different sites as identified for each project. All software and systems provided by Vendor shall be designed to provide redundancy at multiple levels.

End to End Vendor Responsibility

Vendor shall assume end-to-end responsibility for provided services. That responsibility includes:

- Coordination of network design and provisioning.
- Providing a single point of contact for ordering service.
- Ordering, provisioning, installation, acceptance testing and tum-up.

ORDERING AND PROVISIONING

Routine orders will be submitting to the Vendor on Customer approved ordering requests for Moves, Adds or Changes ("MAC")

Vendor shall provide MAC services in response to the Customer's authorized request number only. No work is to be performed by the Vendor without the Customer's written authorization and approval. No changes are to be made to the service request order without prior approval from the State/Customer. Vendor shall maintain a support team that will serve as the primary point of contact for any MAC work needed by the Customer. Vendor shall coordinate all work with the Customer and the designated Customer site coordinator, whose name will be provided to the vendor by the Customer with each individual order placed against this agreement. The Customer is the Vendor's customer and all contact will be through the Customer point of contact.

All Vendor invoices for any MAC activity should reference the request number. A detailed request an/or work order form is to be attached to time and material invoices that clearly defines the actual date(s) and time(s) spent on the request (excluding travel time).

Scope of Work (routine and non-routine orders)

The Customer will pay only for actual hours worked and material used to complete an order. The Vendor shall provide a summary of the hours worked and materials used with the invoice·, if order is a project and less than quoted on the approved Customer ordering request or Scope of Work/Basic Ordering Agreement (BOA), the reduction will be applied to the invoice. No work is to be performed that is not specifically stated on the BOA/order or that will increase the price of the order without prior approval by the Customer. If the agency where the work is being performed requests changes to the work that is not included on the order, the Vendor must provide the Customer with a Job Change Order itemizing the additional cost for the changes. The Customer will review the request and provide the vendor with authorization to proceed with the change through the States change control process for orders. The final invoice will be adjusted accordingly, with the Customer completing a new order using the updated Scope of Work/Basic Ordering Agreement (BOA) . The Vendor is not to proceed with any changes without authorization from the Customer.

Vendor shall provide the Customer the ability to perform MAC without Vendor involvement. The Customer requires the ability to define different levels of security/ users access to designate levels of authority when performing MACs.

Installation Service Request Intervals

Vendor shall complete service requests within the following timeframes unless otherwise stated:

1. Orders affecting one (1) to twenty-five (25) agent/phone positions stations: Five (5) working days from placement of order.

2. Orders affecting twenty-six (26) to fifty (50) agent positions stations: Ten (10) working days from placement of order.

3. Orders affecting more than fifty (50) agent positions stations: Completion time to be negotiated.

If the Vendor or its subcontractors are unable to obtain access to a Customer site or its equipment, MAC delinquency times will be adjusted accordingly.

Vendor shall notify the Customer the day after receipt of a Customer approved purchase request order for MAC services and advise if the due date specified cannot be met the Customer and Vendor shall then re-negotiate a new due date.

If/When successful completion of a service by the committed service date is in jeopardy, Vendor shall contact the Customer to discuss the reason for the jeopardy and the steps Vendor shall take to resolve the issue.

For orders in jeopardy status the Vendor shall expedite the order. If the original committed service date cannot be met, Vendor shall provide the Customer with reasons why and a new proposed service date, which if agreed to by the Customer, becomes the new committed service date. However, at the Customer's discretion, establishing the new service date does not necessarily relieve the Vendor from its contractual responsibility for agreed-to service credit commitment based on the original committed service date(s).

Installation Interval Penalty’s

If Vendor fails to meet an installation due date mutually agreed upon between Vendor and the Customer and the failure is the fault of the Vendor, an amount equal to 5% per day up to a maximum of 25% will be deducted from the invoice.

PROJECTS

For purposes of this contract "deployment" shall be defined as a new service rollout

Project Manager Responsibilities

Vendor shall identify a dedicated project manager/engineer who will assist in the design and pricing of systems and services. Vendor shall supply the name and resume of the project manager for each new installation or major upgrade as required. The Project Manager(s) shall act as Vendor liaison to the Customer and be responsible for all phases of an implementation, serve as a single point of contact, attend meetings with the Customer, and provide ongoing consultation services.

Project Manager Responsibilities shall include but not be limited to conducting traffic studies, managing the project timeline, planning, evaluating, and implementing system or embedded equipment reconfigurations including planning and implementation of associated training tasks; or any other activity deemed appropriate by the Customer. The cost for the project manager shall be quoted on the BOA as a separate line item. An accompanying scope of work shall detail the function of the project manager for that particular project

Implementation Plan

Vendor shall prepare an implementation plan for new systems detailing all activities that must be accomplished prior to cutover. At a minimum, the plan should include a timeline, identification of vendor and Customer roles and responsibilities, and significant milestones. Plan should identify a Project Manager who will be responsible for all phases of the implementation and training and include a complete outline of system maintenance practices and manuals.

Project Plan

Vendor shall supply a project plan for each new implementation scenario that should be a complete and detailed project plan with detailed timelines outlining lead times required between system order date and equipment cutover date, baseline intervals, highlighting important Vendor and Customer personnel responsibilities, major milestones, and anticipated duration. This project plan should include tasks such as information gathering, project analysis, system installation, hardware installation, system deployment, testing, acceptance, training, and other tasks normally performed by Vendor during the installation and deployment of systems.

During the design and pricing of new deployment requirements or non-routine requests, as determined by Customer, Customer will request a detailed design, itemizing all services including price. Vendor shall have 10 business days from receipt of the request to provide a Statement of Work ("SOW") and/or quote at no charge to the Customer. The SOW shall define the scope and deliverables, Vendor and Customer responsibilities, resources and/or skill levels required, and a cost based on the appropriate pricing outlined in this Contract.

Cutover Team

Vendor shall provide a cutover team for system installations. The Customer realizes that the size and structure of the team will vary depending on the size and features of the actual deployment. A cutover team can consist of the following roles:

- Project Manager
- Senior Engineer
- End User Trainer
- Engineer
- Director of Professional Services
- Vendor shall provide a team member for onsite or remote post-cutover support for each site to monitor user issues and trouble resolution

System Acceptance Testing

New Projects testing, and acceptance will be performed under normal operating conditions. Vendor shall conduct performance tests and inspections after installation has been completed to assure the Customer that the specifications have been met. These inspections shall cover all installed features of the system and are to be performed after completion of all installation activities. Vendor, at its expense, will furnish all test fixtures, equipment, or apparatus necessary to perform these tests. All manuals and other documents are to be available at the time of the deployment acceptance test.

Vendor shall notify the Customer in writing, requesting an acceptance inspection of: a) a fully installed deployment; or b) significant segments of the installation specified in the final SOW. Vendor shall give the Customer notification at least ten (10) business days prior to Vendor's desired acceptance inspection date. The following items shall be included with Vendor's request for an acceptance inspection:

1. Reconciliation of installed miscellaneous and common equipment: A reconciliation identifying any component additions and/or deletions, authorizing purchase order number.

2. Itemized equipment inventory: A report of all equipment, components and software installed at Customer site(s), including the following:

   a. Description of installed system and components design documentation

   b. The system serial number if applicable

   c. FCC registration number if applicable

   d. Current level of software installed for system and components

   e. Number and type of stations (if applicable)

   f. Physical location

   g. Least cost routing hierarchy (if applicable)

   h. Inventory of trunk and line configurations, indicating system circuit identity, telephone number, and trunk/line type (i.e., PRI, analog trunk). The Customer desires the inventory to include all incoming lines/trunks whether or not they pass through the VoIP system or bypass the equipment, such as a fax line, modem line, (if applicable)

   i. 911 designs for those deployments required to comply with E911 legislation as required (if applicable)

Numbering and Labeling - All number cards, station overlays, and pickup legends on telephone sets are to be neatly typed or stenciled (not handwritten) with either the line or feature identity (if applicable)

Upon completion of a project and/or new deployment, receipt of a proper invoice and request for acceptance inspection, the Customer shall complete a formal software and equipment acceptance inspection. The formal acceptance date will be contingent on the entire deployment operating as designed, without interruptions caused by defects of system components, for a period of 30 days. This means that after successful system testing, plus 30 days, formal acceptance will be given to Vendor by the

Customer if all equipment is satisfactory and installed as specified, the date of acceptance shall be the day after the completion of the successful acceptance period,

Vendor shall promptly correct all defects identified during the acceptance inspection, for which Vendor is responsible. Failure to correct all defects by the scheduled cutover date, unless delayed by the Customer, may result in the assessment of penalties as defined in SOW.

HARDWARE (General)

Vendor shall supply hardware items in accordance orders issued under the Contract. The hardware to be ordered and procured does not have to be listed in this section or Contract; however, any hardware ordered must fall within the general scope of this Contract. Some of the projected hardware requirements are outlined below but the items below should not be considered a comprehensive or complete list of potential requirements.

Digital, IP phone sets and softphones

Vendor shall provide all phone sets and or softphones for all users as specified on each individual Customer ordering request or BOA. Users may include management, agents, supervisors, and attendants. IP phones shall have network data jack to connect to the current network, The following specifications shall be made available to the Customer to be requested at the Customer's discretion:

- Contact center phones, softphone, or IP phone with multiple lines, at least one for the contact center calls, and one for a personal DID number
- DID lines shall be able to be configured to accept up to 4 simultaneous calls.
- Digital phones and softphones that can be assigned a single DID or multiple lines and have call waiting capability. Management phones that have an accompanying wireless headset,
- Agent Phone/Softphone functionality via programmable or fixed feature buttons: Headset Operation, Display (number of calls in queue,) number of agents logged in to split, call waiting time - longest call, number of overflows calls in queue), Additional displays, Caller ID/ANI, Call Waiting Button, Emergency Notification Button, Hold, Log-In, Log-Out, Make Set Busy, Personal Extension Button, Supervisor Button, Transfer, Wrap-Up,
- Supervisor Phone functionality via programmable or fixed feature buttons: Headset Operation, Display (Agent information, queue information), Caller ID/ANI, Call Waiting Button, Emergency Notification Button, Hold, Log-In, Log-Out, Make Set Busy, Personal Extension Button, Transfer, Wrap-up, Agent Status, Night Service, and Observe.
- The features listed below are the minimum features to be enabled on all stations:
    - Automatic Callback
    - Call Forwarding

- Call Hold
- Call Transfer
- Conference Calling
- Speed Dialing
- Conference Call Capability

Vendor shall provide the capability to establish 6-way conference calls for all users to both internal and external system locally. Feature will be initiated from an IP phone and can handle up to the required 6 callers, which can be a combination of IP phones, external phones. Once a second call has joined the conference, the IP phone can leave the conference without disrupting the conference call.

Headset Support

Vendor shall provide option for headsets for use by all phone users. The USB headset options shall be Mono and Binaural over the head options. Vendor shall also provide support for third-party headsets that are compatible with system for use by all phones,

Analog Ports

Vendor to provide station ports for connection of all local analog devices such as phones, moderns, faxes, alarm systems, overhead paging amplifiers, etc. to the VoIP system, as defined in each ordering agreement/BOA/SOW. Analog connectivity shall be provided either in embedded ports on site routers or through analog gateways, In the case that trunk side connectivity is required, this can also be accommodated by configuring the appropriate physical ports.

Analog ports shall be provided for connection to existing analog endpoints. Vendor's solution shall consist of analog gateways as required by port count at individual sites, as defined in each ordering agreement/BOA/SOW. Analog connectivity shall be provided either by embedding physical interfaces into site routers or depending on density providing analog gateways.

SOFTWARE (General)

Vendor shall supply software and/or license items in accordance orders issued under the Contract. The software and/or licenses to be ordered and procured does not have to be listed in this section or Contract; however, any software and/or licenses ordered must fall within the general scope of this Contract. Some of the projected requirements are outlined below but the items below should not be considered a comprehensive or complete list of potential requirements.

Agent Workstation Requirements

Vendor's software client shall run on a PC with the minimum specifications Intel Pentium 4 2GHz, with 1GB RAM. The application shall be compatible with both Microsoft Windows and Novell network clients, and Microsoft Active Directory as well as McAfee Virus Scan Enterprise v8.x. The solution shall be configurable and manageable with Microsoft Systems Management Server (SMS) and Microsoft Systems Center Configuration Manager (SCCM).

Soft phone Operating System

Vendor's soft phone solution shall support the following operating systems: Microsoft Windows , Microsoft Windows XP Professional, and Microsoft Windows 7 Enterprise (32- and 64-bit versions) and higher versions as they become available.

Soft phones Software Distribution

The soft phone application shall be installed through the PC user interface by having the installation executable file on the PC through network shares, USB, optical media or via HTTP links. The application shall have the ability to be remotely installed using Microsoft SMS/SCCM and Novell Zenworks or other software deployment solutions, such as the use of a software streaming or application virtualization solution.

Software Installation Support

The Customer shall be responsible for the installation of contact center desktop software onto the personal desktops/laptops utilizing SMS/SCCM. The Vendor shall assist Customer's staff with desktops installations at agreed upon locations or remotely.

FEATURES (General)

E911

Vendor shall provide Enhanced 911 ("E911") functionality for VoIP deployments. Regardless of the site or location, dialing 911 must, at a minimum, deliver the physical building address and floor to the appropriate Public Safety Answering Point ("PSAP"). If the location is over 40,000 square feet and/or in multiple buildings, it must identify the physical building address, floor and/or zone to the appropriate PSAP. This shall be accomplished by using Cisco Emergency Responder ("CER") and Cisco Call Manager. The Customer will be responsible for providing either DID trunks and/or analog/POTS lines for all Emergency Response Locations. The Customer will be responsible for updating the 911 information for Emergency Location ID numbers to Telco.

Unified Numbering Plan

Vendor shall work with Customer to ensure a consistent unified numbering plan.

Unified Messaging ("UM")

Vendor's solution shall provide UM capabilities and features with Microsoft Office 365 Exchange or future platforms. The UM solution must support multiple location system integration and delivery of messages to remote site users through an Outlook client and/or through an Exchange server.

Interoperability

Vendor's unified messaging shall support the latest versions of Microsoft Exchange and Windows Server.

Platform Sizing

Vendor's UM shall support digital networking for up to 100,000 users within an enterprise and up to 20 servers or active-active cluster server pairs, including cross-server login, cross-server transfer, and cross-server live replay.

Voicemail Features

Vendor's voicemail feature shall allow users access to their voicemail and allow users to perform other voicemail functions within the unified messaging system from a variety of devices and locations.

Vendor's voicemail feature shall allow users to customize personal settings from a web browser using a dynamic interface within the system. Users shall have the ability to quickly and easily establish or change personal settings such as their voicemail options, security codes, personal distribution lists, and message-delivery options. Users shall have the ability to use a web administration interface to define and manage personal call-transfer rules to customize the delivery of incoming calls based on caller, time of day, or calendar status.

Vendor's voicemail feature shall allow users to receive voicemail messages as an incoming email with a sound file attachment. Speech-to-text email and SMS/email integration shall be provided. Message notification for new messages shall be provided through devices such as Simple Mail Transfer Protocol (SMTP), Short Message Service (SMS), and phone destinations.

Fax to Email

Vendor shall provide the capability to send and receive faxes through email.

Broadcast Messages

Vendor’s voicemail feature shall allow users to customize personal settings from a web browser using a dynamic interface within the system. Users shall have the ability to quickly and easily establish or change personal settings such as their voicemail options, security codes, personal distribution lists, and message-delivery options. Users shall have the ability to use a web administration interface to define and manage personal call-transfer rules to customize the delivery of incoming calls based on caller, time of day, or calendar status.

Vendor's voicemail feature shall allow users to receive voicemail messages as an incoming email with a sound file attachment. Speech-to-text email and SMS/email integration shall be provided. Message notification for new messages shall be provided through devices such as Simple Mail Transfer Protocol (“SMTP”), Short Message Service (“SMS”), text pagers, and phone destinations.

Auto Attendant

Vendor's solution shall support both internal and external auto attendant functionality with support for automated-speech-recognition (“ASR”) and text-to-speech (“TTS”) capabilities.

Music

Vendors solution shall provide the ability to play music for callers while they are waiting in queue and when they are placed on hold by an agent

Estimated Wait Time Announcement

Vendor's solution shall support programmatic determination of expected wait time and queue position which can then be announced to the callers at a configurable interval. Expected wait time shall be calculated and determined in real-time. Vendor's solution shall be able to take various call routing actions such as, but not limited to, reroute calls to other skills or groups, play messages including estimated wait times and queue position as well as giving the caller the option to leave a message so the caller does not have to wait in queue but have the call center agent call them back.

Automatic Call Back

Vendor's solution shall have a Courtesy Callback feature which will enable the contact center application to offer callers who meet specified criteria the option to leave a message for the next available agent and to have the contact center call the user back when an agent is available. The user's request shall remain in the system and when the system determines that an agent is available; the system places a call back to the caller and connects the caller to the agent This same feature shall also be available for a Web site user to request a callback through a web form request

Messages Played to Caller in Queue

Vendor's solution shall provide the capability to develop scripts/ messages that can be played to callers while they are in queue.

Paging Capabilities

Vendor's solution shall provide the ability to have intercom paging functionality available through the phone system and/or an overhead paging system in contact centers.

Quality Monitoring

For quality purposes. Vendor's solution shall provide the capability to conduct "real time monitoring", observing both the agent's conversation with the caller and the transactions being conducted on the agent's screen.

Skills Based Routing

Vendor's solution shall offer skills-based routing that will allow calls lo be routed on a call-by-call basis to determine their optimal destination. Vendor's solution shall provide the ability to use skills-based routing within a single contact center or utilize a 'virtual queue' across multiple call centers allowing calls to be routed to any agent, anywhere in the organization.

Load Balancing

Vendor’s solution shall provide load balancing of calls. Functionality should include but not be limited to the following examples:

- If the estimated wait time at a secondary facility is greater than the estimated wait time at main call center, the call should be transferred to the main call center queue for processing

- If the call is transferred to another queue for processing, the caller should be given "credit" for the time they have already waited for servicing - placed neither at beginning nor end of the queue, but in place with other callers that have waited a similar amount of time.

Remote or Work at Home Agents

- Vendor's solution shall allow remote or work at home agents.

Real Time Reporting of Contact Center Results for Agents

- Vendor's solution shall provide an indicator on the agent desktop, alerting agent to "real-time" reporting of specific contact center statistics (e.g., number of callers in queue, average wait time for a caller in queue) as well as their own individual performance results (e.g., adherence, AHT, occupancy).

Real Time Reporting of Contact Center Results for Supervisors

- Vendor's solution shall have an indicator on the supervisor's desktop, alerting them to "real-time" reporting of specific contact center statistics (e.g., number of callers in queue, average wait time for a caller in queue, status of agents within specific work team, ASA, AHT (agent/office level), ABN, Occupancy (agent office level), etc.).

Interactive Voice Response ("IVR") services: This section describes specifications and capabilities associated with an IVR platform.

Vendor's IVR platform shall provide incoming callers with automated, intelligent self-service using touch-tone input or speech recognition. Callers will be able to access and modify their accounts, place orders, get status updates, retrieve information, and resolve problems - all without speaking to a live agent If an agent's services are required, vendor's IVR shall queue the call and then transfer it to an agent -along with information about the caller and the self-service session.

All solutions purchased via this contract shall be IP-based and shall easily interoperate with traditional telephony networks through voice gateways using open-standards VoiceXML. These same voice gateways serve as VoiceXML browsers under the control of the vendor's IVR, allowing them to play announcements, collect information, and queue calls. The architecture of vendors IVR shall provide distributed call treatment with centralized application management, allowing calls to receive self-service and queuing at the most efficient (or desirable) location, while still enabling consistent branding and caller experience, and easy application updates.

When self-service or queuing is complete, Vendor's IVR shall use Session Initiation Protocol (SIP) based call control to instruct the network where to route the call, often reducing or eliminating telephony carrier transfer costs.

Dynamic Changes

Vendor's IVR shall provide a web-based user interface to streamline the day-to-day provisioning and configuration operations (example move/add/modify phones, agents, agent skills, etc.) performed by a contact center manager, team lead, or administrator. IVR configuration parameters will only be accessible to users with the proper security credentials. All changes shall take effect immediately.

Scripting Changes

Vendor's IVR solution shall allow the administrator to make changes on the system as desired. In general, major script changes will be those that may have an impact on call routing once implemented, while minor changes do not impact call routing.

Priority of Calls

Vendor's IVR shall support priority-based routing. This should be done in scripting. Priority can be assigned to calls according to many parameters such as: DNIS digits, ANI, calling or called number, IVR collected information, back-office queried information, and the current utilization of the call center.

Priority Queues

Priority queues shall be set via scripting based upon real-time information, call type, ANI, DNIS, caller entered digits or customer profile information.

Announcements

Vendor's IVR shall deliver open, closed or service messages to a caller based upon real-time information such as time, day, and date. Vendor's IVR solution will provide completely configurable call treatment while a caller is in queue, including varying announcements depending on call volume, call type, amount of time already spent in queue. These announcements will be able to be scheduled to occur periodically, there will be no limit to the number or length of messages that can be played to callers while they wait in queues,

Orderly Shutdown

Orderly shutdown shall be done automatically via scripting or manually. All call flows are time aware and can be programmatically configured to route to a pre-determined destination at a particular time. If the user prefers to do this manually then an individual with the proper security privileges (Le. system admin or supervisor) will be able to invoke a script to execute the desired call diversion.

Unavailable Conditions

When Host/Server is unavailable, vendor shall provide an announcement "computer not available", with calls transferred automatically to the Contact Center system,

Testing Environment Vendor shall offer the option of testing new systems and system changes in lab environments that duplicate the production system, and allow for the testing of features and functionality before they are implemented in the production environment

System Interfaces

Vendor's IVR shall have the ability to access data from mainframe data systems such as IBM's CICS, IMS, DB2, CA's IDMS/R, etc.; midrange systems based on UNIX variants, IBM AS/400 and Microsoft's Windows

Server from database environments like DB2, Oracle, Microsoft SQL Server, and other common RDBMS databases.

PCI Compliance

Vendor's IVR shall be Payment Card Industry (PCI) compliant IVR shall provide security encryption and the option to use a Personal Identification Number (PIN).

Inbound/Outbound Dialing Capabilities

Vendor's IVR shall offer the capability to build campaigns to use predictive, progressive, or preview dialing, integrated with inbound calls and compliant with contact center service levels. System shall allow for allocating agents to handle only inbound, only outbound, or both inbound and outbound contacts.

Text to Speech

Vendor's IVR shall offer the capability of providing synthesized speech (Le. synthesize speech from textual inforn1ation; mix/concatenate this speech with pre-recorded, digitized speech to form messages spoken to callers) and supporting multiple synthesis algorithms.

Speech Recognition Capabilities

Vendor's IVR shall offer the capability of providing speech recognition capabilities,

User Interfaces

Vendor's IVR shall support multiple caller interfaces including touch tone, text-to-speech, speech recognition, web and email.

Alerting Capability

Vendor's IVR shall offer alerting capabilities ('i.e.., page notification, cell phone notification) based on agency-specific thresholds.

Provisioning of IVR Application and Scripting Development

Minor Changes = changing existing recordings, making minor changes to script logic (choosing another existing skill group, changing call routing on an existing IVR menu, Call overflow changes), adding new agent to an existing group

Major Changes = adding new contact center group, totally reworking existing script logic, adding new automated attendant, database dips and screen pops, courtesy callback scripts, creating custom dashboards and/or reports

Chatbot

Vendor will provide ChatBot integration with Customer's Web Bot to allow for communication to call center agents via chat on website Web Bot. This integration will allow Customer's agents to reach via alternative channels of communication (Short Message Service (SMS), Chat, Email, Web Chat) to meet all needs related to communication. Vendor will provide Customer with administration support and dashboard to review analytics related to Chat Bot usage and store content as requested by Customer.

Texting Campaign Capabilities

Vendor will provide Texting SMS Application programming interface (API) solution to Customer that will allow for outbound SMS notifications, campaigns as requested by customer. Vendor will provide solutions to SMS to be used as a standalone solution or integration with contact center solutions for web and other related services. Vendor will provide Customer with administration or dashboard to review analytics related to SMS usage and ability to store contents as requested by customer.

Recording (VOIP requirements only)

Vendor will provide 100% call recording with no limitation on volume, storage, or age. Vendor will provide both on demand recording of calls and continuous call recording based on Customer's call recording needs.

On demand recording solutions shall offer at a minimum, the following to be used at Customers discretion:

- Capability to set up change percentage of calls recorded
- Capability for on-demand call recording, where agents and/or supervisors can initiate call recording on an on-demand basis, saving the entire call regardless of when the agent/supervisor initiates call recording.
- Capability to prevent the recording of a call by agent or supervisor
- Capability to call recording to continue if/when call is transferred
- Capability to capture cradle-to-grave recording all transfers from the moment they enter the system to the moment they are terminated. The call record detail will display all call transfers.

Retention of Recordings

Vendor shall provide the capability for storage and retention of all call recordings to satisfy the business and retention needs of each agency. Vendor shall work with the Customer to leverage customer storage facilities, Call recordings shall be searchable and retrievable.

Call Recording Platforms Administration

Vendor shall provide the State the ability to conduct administrative management of the platforms, including the ability to manage multiple servers from a single administrative console or login through a configuration portal. System administration, inducting the creation of account structures and the provisioning of endpoints, (handsets, and extensions) shall be done through an Administration interface.

When online storage is exceeded, calls shall be archived to offline storage with all call detail information. The archived files can then be written to a variety of storage media. The recording interface archival client will be capable of searching these files, playing back call recordings, or restoring call recordings to online storage.

Screen Capture

Vendor shall provide the capability to record screen captures in addition to voice call recordings. Screen recordings are to be captured and synced with the call recording. Screen recordings are to be stored with the call recording and made available for playback with the recording,

Maintenance

Maintenance coverage is item specific for hardware and software. Coverage for each item will vary based upon the level of maintenance coverage purchased by the Customer for that specific item.

Customer Service Notification Center

The Vendor shall be accessible via a toll-free number and respond to maintenance calls 24 hours a day, 7 days per week, and 365 days per year (including weekends and all State recognized holidays). Vendor must also offer the option of taking trouble reports via email.

All calls must be answered by a live attendant or answering service (voice mail, answering machine and/or other similar methods of reporting trouble are not acceptable) who will receive trouble reports from the Customer, create trouble tickets, track all trouble incidents by the Customer assigned incident number and site telephone number, report status of trouble incidents as indicated in this agreement and dispatch service technicians as required Center personnel must be capable of providing service and preliminary troubleshooting assistance and must be able to coordinate remote diagnostics, testing, and to sectionalize and clear trouble condition that was reported. Center personnel must also be able to escalate chronic failures (as defined in Repair Intervals) for resolution. When necessary, the vendor must contact and work with other vendors, telephone companies, and other common carriers to resolve a particular trouble, taking the lead and acting as the state's single point of contact. If an answering service is used, all responses, status updates, and restoral times are still applicable.

Vendor shall provide dedicated support in conjunction with Cisco Smartnet Maintenance program enabling the Customer to receive TAC access, software upgrades and bug fixes for Cisco equipment purchased and maintained under this contract. Vendor shall provide access to vendor provided parts depot to supplement equipment manufacturer and guarantee parts are in stock. Vendor shall provide access to an internal highly skilled engineer who is familiar with Customer account. Vendor to hold maintain hardware and software configurations for Customer systems and provide the ability to rebuild Customer network in the event of a catastrophic failure. The State shall be a preferred customer and receive priority service

The Customer has the option to utilize Vendor to perform software upgrades at contract time and material rates.

VoIP WAN and LAN Network Support

Vendor shall provide 24x7x365 technical support on router and switch configurations that facilitate real time voice traffic for sites utilizing the enterprise VoIP system. This includes, but is not limited to, troubleshooting of: Cisco QOS, RSVP for voice, Voice Gateway Routers, and any other Cisco VoIP routing and switching services required for high quality end-end VoIP services. In addition, Vendor shall provide technical support, but not hardware replacement support, on Customer owned Cisco routers and switches carrying VoIP traffic that may have been previously purchased from other vendors but are key components to the end to end IP connectivity supporting the Enterprise voice system and its users. Smartnet care will be used to support any equipment not purchased using this contract.

Standard Business Day

Standard Business Day is defined as 8:00 AM to 5:00 PM CST, Monday through Friday, excluding official State recognized holidays. Any repair work that begins before 5:00 P.M. during a standard business day will continue until 6:00 PM. at no additional charge. After 6:00 PM, non-warranty labor will revert to the appropriate out-of-hours labor rates outlined in this Contract.

Service Interruptions

All service interruptions shall be coordinated through the Customer and identified using a Customer assigned incident number. Service interruptions are to be categorized by the Customer as: High/Urgent, Medium, or Low as defined by the Customer.

Disaster Recovery

Restoration of service after a catastrophic event such as fire, flood, earthquakes, or accidental damage must be on the same basis as a high/urgent incident with around-the-clock effort, except that time provisions will not be applicable.

Training

Training shall be performed at the location or remotely as specified by the Customer. Training for specific projects will be defined by the Customer and the Vendor as part of deployments. Call accounting package training will be part of the administrative training provided in the installation services. The Customer shall have the right to record any training sessions provided by the Vendor. Training to include but not limited to the following:

Users:

- Remote with live devices
- Instructor led with electronic copy handouts provided Some applications displayed during training and up to 25 users per class
- 60 minutes in length
- Conducted within one week preceding scheduled cutover.
- Trainers/Site Coordinators:
- Train the trainer sessions led by instructor Up to 25 users per session
- Up to 3 hours in length
- Electronic copies of materials
- Review Frequently Asked Questions System Administrators:

- Knowledge transfer throughout project for "real" experience Sessions defined by application and technology for relevance Divided into four-hour sessions (flexible scheduling) application developers

- Management staff that requires additional support or education based upon individual technology needs will be addressed as part of the customized Training Plan. If separate classes are needed, then "like groups" will be scheduled together for training efficiency.

Contact Center Agents:

- Remote with live devices

- Instructor led with electronic copy handouts provided

- Contact Center Agent software will be reviewed live with video simulation of inbound call handling

- Review of status changes (Ready, Not Ready, Work Mode) Up to 25 users per class

- 90 minutes in length

- Conducted within one week preceding scheduled cutover Contact Center Supervisors:

- Centralized Training

- Instructor lead with electronic copy handouts provided Contact Center Supervisor software will be reviewed Up to 25 users per class

- Class is 60 minutes

- Conducted within two weeks preceding scheduled cutover.

- Separate Historical Report training will be conducted after one week of applicable data has been obtained. Supervisors, Help Desk Staff/Support Technicians

- Users are encouraged to attend System Administrators classes.

- VoIP Network Architecture

- Training on implementation and design of VoIP capable networks

- Training on implementation and design of VoIP QOS on Cisco network hardware.

Informational Updates

The Vendor shall provide the Customer with semi-annual product update presentations and roadmaps for all manufacturer products and technologies available via this contract at no cost to the Customer. The presentations shall include an update on current and new software releases, new product lines, new product features, etc. Presentations can be made in person or via video at no cost and will be coordinated by the Customer and the Vendor

Emerging Technology

Given the changing marketplace and the evolution of technology, the State, during the term of the contract, may review and purchase new and enhanced products, services or equipment offered by Vendor which are related to VoIP technology/functionality. Likewise, the State may take advantage of ongoing improvements, in the technology or price-performance curve to bring prices or costs to the State down.This includes products and/or services resulting from company mergers and/or acquisitions entered into by the vendor during the term of the contract. On an annual basis, Vendor may present the State with an updated list of eligible products, services or equipment that offers enhanced performance or technology. Prices and rates for any product or service offered herein can be revised downward, but not upward. Similarly, discount schedules can be increased, but not decreased.

1.2. MILESTONES AND DELIVERABLES:

During the term of the Contract, the Vendor will be expected to undertake projects as requested by the Customer via Statements of Work ("SOW") or other Customer/Agency approved ordering agreement, as requested by the State. Project specific orders shall include milestones and deliverables which will be clearly enumerated in each SOW using pricing from this Contract.

- Vendor shall provide "Free On Board ("FOB") destination, freight prepaid and charged back" for all ordered equipment. "FOB destination, freight prepaid and charged back" is defined as Vendor pays the freight charges and adds to invoice, ordering entity bears freight charges, Vendor owns goods in transit, and Vendor files claims (if any). Vendor shall have door-to-door responsibility for delivery and will be responsible for any claims resulting from damaged or defective goods.
- Vendor shall provide the ordering entity with estimated delivery dates for equipment ordered, within five (5) business days of executed order receipt by Vendor.
- All equipment furnished shall be new, unused, of most recent manufacture, and not discontinued, unless otherwise agreed by the parties.
- Vendor shall have controls in place for security, compliance, and management for the following standards:
    - Statement on Standards for Attestation Engagements ("SSAE") 16 and 18
    - Payment Card Industry Data Security Standard ("PCI DSS")
    - American Institute of Certified Public Accountants ("AICPA") standards
    - Internal Revenue Service ("IRS") Publication 1075
    - Criminal Justice Information Services ("CJIS") Version 5.7 section 5.10.1.4 Voice over Internet Protocol ("VoIP")
    - Health Insurance Portability and Accountability Act of 1996 ("HIPAA")
- Vendor must provide SOC 2 with Bridge Letter within 90 days of contract execution.
- For each order placed from this Contract, Vendor shall assist the ordering entity with identifying any additional product-specific terms that may apply.
- Vendor shall only negotiate statewide terms with DoIT and shall not amend pre-negotiated DoIT terms while servicing other ordering entities. Subsequent terms negotiated between Vendor and ordering entities, other than DoIT, shall only apply to the ordering entity.
- Downtime commences when the DoIT Customer Service Center ("CSC") ("DoIT CSC") reports the malfunction to Vendor at its Service Notification Center and ends when the equipment is restored to acceptable operating condition.
- Scheduled outages required by Vendor to maintain the equipment shall be coordinated with DoIT CSC, DoIT Change Control management and the affected site(s). DoIT and/or Customer requires

all planned outages be scheduled during non-peak periods if deemed necessary by the Customer/DoIT CSC.

- The Customer requires no-cost replacement of equipment experiencing chronic failures, if covered under a warranty or maintenance agreement. Chronic failure is defined as three or more maintenance calls on the same device, for the same problem, over a three-month period.

1.2.1. **Vendor Responsibilities:** Vendor shall maintain all required certifications and capabilities enumerated within and shall promptly, and in no event more than five (5) business days, notify DoIT of Vendor's non-compliance or potential non-compliance with any of the following responsibilities:

- Vendor shall maintain a minimum of Cisco Gold Certified Partner status and shall annually thereafter the execution of this contract provide DoIT evidence confirming status.
- Vendor shall maintain all required capabilities for the installation, support, maintenance, and repair of all equipment and services provided under this Contract.
- Vendor shall maintain an inventory of DoIT equipment for SmartNet maintenance tracking purposes. Vendor shall document each item purchased over the term of the Contract. The inventory shall include at a minimum, the equipment serial number, equipment part number, DoIT purchase order number, DoIT business unit, date of purchase, SmartNet maintenance level purchased (if any), and date the maintenance coverage term. Vendor shall provide DoIT access to Cisco total care collector Cisco Smartnet Portal Access to use at no charge. This responsibility applies to existing DoIT equipment as well as DoIT equipment purchased via this Contract.
- Vendor shall assist in mobilizing all SMEs relevant to a specific area that requires resolution.
- Vendor shall provide and coordinate with Customer 24x7x365 direct access to Cisco's Technical Assistance Center (TAC) at no additional charge on equipment for which Customer has purchased SmartNet Maintenance. Vendor shall make changes and corrections to the Cisco database for Customer purchased equipment that is covered under a SmartNet Maintenance contract to ensure that when Cisco TAC cases are opened by Customer or Vendor. Cisco has the correct SmartNet coverage for each equipment serial number in their database. This responsibility applies to existing Customer equipment as well as Customer equipment purchased from this contract.

1.2.2. **Service Interruptions**: Vendor shall categorize service interruptions as defined below for each critical, high, medium, or low service interruption or incident, or as otherwise defined by DoIT. All service interruptions are coordinated through the DoIT CSC and identified using a DoIT CSC assigned incident number.

- **Critical** Category Service Interruptions/Incidents
  - Examples of Critical service interruptions/incidents include but are not limited to:
    - Multiple call centers across the enterprise VoIP system out of service.
    - Major Service interruption that is enterprise wide, affecting multiple agencies.
- **High** Category Service Interruptions/Incidents
  - Examples of High service interruptions/incidents include but are not limited to:
    - a. Main site number is out of service
    - b. Total service failure
    - i. Voice mail out of service
    - k. A major alarm is displayed.

- **Medium** Category Service Interruptions/Incidents
  - Medium incidents are user-identified problems or system minor alarms that require a same day response.
- **Low** Category Service Interruptions/Incidents
  - Low incidents are routine repair issues that are not included in the medium or high/urgent incident categories.
- **Special Needs Agency**
  - At DoIT CSC's discretion, Vendor shall provide twenty-four (24) hours per day, seven (7) days per week repair service to State agencies whose continuous uninterrupted operation is critical to the health and safety of the residents of the State of Illinois. Vendor shall respond to all repair calls within two (2) hours of the trouble report to Vendor service notification center. For the purposes of this Section, "Respond" means a certified technician begins working to resolve the issue. For Publica Safety facilities such as prisons or mental health facilities, it is possible that an outage that under normal circumstances would be categorized as a "low" incident, may be considered "critical" to the health and safety of staff/residents at the site. In such cases, the trouble report to Vendor will specify that it is a "critical" incident and will be treated as such by Vendor.
- **Disaster Recovery**
  - Restoration of service after a catastrophic event such as fire, flood, earthquakes, or accidental damage must be on the same basis as a critical incident with around-the-clock effort for resolution, except that time provisions will not be applicable.

1.3. VENDOR / STAFF SPECIFICATIONS:

1.3.1 Vendor shall provide project management to ensure successful implementation of all equipment and software solutions purchased on this contract. The State requires the project manager to:

- Attend meetings with the Customer's communication system specialists and provide ongoing consultation services. These services will be used for conducting traffic studies, planning, evaluating, and implementing system or embedded equipment reconfigurations or any other activity deemed appropriate by the Customer.
- Be responsible for all phases of an implementation. Vendor is expected to provide complete documentation of system maintenance practices and manuals. The cost for the project manager should be quoted on the Vendor Quote as a separate line item. The accompanying SOW must include detail regarding the functions of the project manager for that particular project.
- Develop design and project execution deliverables from project kick-off through project acceptance by the Customer.
- Develop and supply a project plan. The document should be a complete and detailed project plan with dates, roles, and deliverables. This project plan should include tasks such as information gathering, project analysis, system installation, hardware installation, system deployment, testing, acceptance, training, and other tasks normally performed by Vendor during the installation and deployment of systems. This project plan should clearly identify roles and responsibilities of Vendor-supplied personnel, and the roles and responsibilities which the Vendor expects the Customer personnel to assume in conjunction with the project, estimated milestone completion dates, and estimated time requirements.

1.3.2 The Customer requires the Vendor to provide engineering and consulting services to assist the Customer in:

- Developing existing network infrastructure or implementing upgrades to existing network infrastructure as needed to ensure quality voice and video transmission across the Customer's network.
- Broadband and dark fiber implementations.
- Network impacting issues as they arise. This should include both Vendor and Cisco sourced options and non-Cisco Sourced options.
- Developing design and project execution deliverables from project kick-off through project acceptance by the Customer.
- Business analysis providing recommendations and input regarding Customer business case for VoIP solutions, pricing, and roadmap.

1.3.3 The Customer requires the Vendor to provide subject matter experts in the following categories:

- Installation Coordinator – plans and coordinates network/system installations; installs and tests equipment
- Maintenance Support – Tier 2 and Tier 3 support. Responsible for Tier 2 and Tier 3 maintenance procedures and preventative maintenance for equipment and systems for the Customer VoIP solution
- Cisco Unified Contact Center Enterprise ("UCCE") Support – Expertise in Enterprise-level a UCCE design, deployment, configuration, and troubleshooting. This shall include Cisco and non-cisco solutions provided by this contract used in the UCCE environment.
- Technical Analyst – Technical (hardware/software) expertise and support; Data/voice provisioning and maintenance expertise
- VoIP/Video Network and VoIP/Video Services Design Engineer – Expertise in VoIP/Video network planning and design, VoIP/Video systems engineering and implementation, VoIP/Video Network Security, VoIP/Video Network transport, VoIP/Video Network troubleshooting, VoIP/Video QoS design and troubleshooting
- Programmer/Software Developer – Software development/coding per technical requirements
- Project Manager – Creates and executes project work plans
- Network Engineer- Consultation services on planning, design, engineering and implementation of addition and rework of VoIP/Network and design. Network troubleshooting and supportive services.
- Training – provides training both operational and technical functions for all equipment and software purchased from this contract. .

1.3.4 In addition to Vendor security requirements and background investigations, Vendors and third-party personnel must comply with all Customer information security policies, standards, baselines, and procedures. Including, but not limited to:

- Vendors are responsible for submitting any and all documentation identified in Customer applicable policies, standards, baselines, or procedures as assurance of compliance.
- Vendors shall screen individuals prior to requesting access to the Customer resources.
    - Vendor personnel must meet the minimum background investigation requirements of a criminal fingerprint background check within the last 5 years based on IRS Publication 1075 requirements.

- Written confirmation of a favorably adjudicated background investigation from the employer of an internal or external contractor is required prior to granting access to Customer information technology ("IT") resources.

- Vendors shall screen individuals requiring access to Customer resources on a defined frequency.

  - Background reinvestigation is conducted on a frequency within 5 years of the most current investigation date based on IRS Publication 1075.
  - Background reinvestigations may be conducted at any time including changing job duties.

- Vendors shall notify Customer of any transfers or terminations of Vendor or third party personnel who possess Customer credentials and/or badges, or who have Information System privileges immediately.

1.4. TRANSPORTATION AND DELIVERY: The Customer will accept delivered equipment based on visual inspection or packing slip information at the Customer's discretion.

1.5. SUBCONTRACTING

Subcontractors are allowed.

For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the Contract. If subcontractors will be utilized, Vendor must identify below the names and addresses of all subcontractors it will be entering into a contractual agreement that has an annual value of $50,000 or more in the performance of this Contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money to the extent the information is known that each subcontractor is expected to receive pursuant to the Contract. Attach additional sheets as necessary.

1.5.1. Will subcontractors be utilized? ☒ Yes ☐ No

- Subcontractor Name: Ficek Electric & Communication Systems, Inc.

  Amount to be paid: 23% of professional services

  Address: 12 Gunia Drive, LaSalle, IL 61301

  Description of work: Varied professional services based on BOAs received

1.5.2. All Contracts with the subcontractors identified above must include the Standard Certifications completed and signed by the subcontractor.

1.5.3. If the annual value of any the subcontracts is more than $100,000, then Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.

1.5.4. If the subcontractor is registered in the Illinois Procurement Gateway ("IPG") and Vendor is using the subcontractor's Standard Certifications or Financial Disclosures and Conflicts of Interest from the IPG, then Vendor must also provide to the State a completed Forms B for the subcontractor.

1.5.5. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor will be required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. Any subcontracts entered into prior to award of the Contract are done at the sole risk of Vendor and subcontractor(s).

1.6. SUCCESSOR VENDOR

☒ Yes No This Contract is for services subject to 30 ILCS 500/25-80. Heating and air conditioning service contracts, plumbing service contracts, and electrical service contracts are not subject to this requirement. Non-service contracts, construction contracts, qualification-based selection contracts, and professional and artistic services contracts are not subject to this requirement.

If yes is checked, then Vendor certifies:

(i) that it shall offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the Contract subject to its bid or offer; and

(ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this Contract.

This certification supersedes a response to certification 4, Form F, of the Illinois Procurement Gateway (IPG).

1.7. WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise disclosed in this section all services shall be performed in the United States. If Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the Contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of Contract if Vendor shifts any such work outside the United States.

- Location where services will be performed: Within the United States

  Value of services performed at this location: 100%

2. PRICING

2.1 TYPE OF PRICING: The Illinois Office of the Comptroller requires the State to indicate whether the Contract value is firm or estimated at the time it is submitted for obligation. The total value of this Contract is estimated.

2.2 EXPENSES ALLOWED: Expenses are not allowed.

2.3 **DISCOUNT:** The State may receive a N/A % discount for payment within N/A days of receipt of correct invoice.

2.4 VENDOR'S PRICING: Attach additional pages if necessary.

2.4.1. Vendor's Price for the Initial Term: See pricing Exhibit A

- For procurements conducted in BidBuy, the State may include in this Contract the BidBuy Purchase Order as it contains the agreed Pricing.

☐ If checked, see the attached BidBuy Purchase Order for Vendor's Price for the Initial Term.

2.4.2. Renewal Compensation: If the Contract is renewed, the price shall be at the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section.

2.4.2.1 Agency Formula for Determining Renewal Compensation: N/A.

2.4.2.2 Vendor's Price for Renewal(s): N/A

2.5 **MAXIMUM AMOUNT:** The total payments under this Contract and all renewal options shall not exceed $N/A without a formal amendment.

3. TERM AND TERMINATION

3.1 TERM OF THIS CONTRACT: This Contract shall be in effect for a period of ten (10) years beginning the last date of execution.

BB For procurements conducted in BidBuy, the State may include in this Contract the BidBuy Purchase Order as it contains the agreed term.

☐ If checked, see the attached BidBuy Purchase Order for the Term of this Contract.

3.1.1 In no event will the total term of the Contract, including the initial term, any renewal terms and any extensions, exceed 10 years.

3.1.2 Vendor shall not commence billable work in furtherance of the Contract prior to final execution of the Contract except when permitted pursuant to 30 ILCS 500/20-80.

3.2 RENEWAL: [INTENTIONALLY OMITTED]

3.3 TERMINATION FOR CAUSE: The State may terminate this Contract, in whole or in part, immediately upon notice to Vendor if: (a) the State determines that the actions or inactions of Vendor, its agents, employees, or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) Vendor has notified the State that it is unable or unwilling to perform the Contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this Contract, is in violation of a material provision of this Contract, or the State determines that Vendor lacks the financial resources to perform the Contract, the State shall provide written notice to Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the Contract without additional written notice or (b) enforce the terms and conditions of the Contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

3.4 TERMINATION FOR CONVENIENCE: The State may, for its convenience and with thirty (30) days' prior written notice to Vendor, terminate this Contract in whole or in part and without payment of any penalty or incurring any further obligation to Vendor.

Upon submission of invoices and proof of claim, Vendor shall be entitled to compensation for supplies and services provided in compliance with this Contract up to and including the date of termination.

3.5 OTHER TERMINATION: The State may also terminate, in whole or in part, this Contract without advance notice pursuant to Section 3.7.

3.6 SUSPENSION: The State may also suspend, in whole or in part, this Contract without advance notice pursuant to Section 3.7.

3.7 AVAILABILITY OF APPROPRIATION: This Contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this Contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor or the Agency reserves funds, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations or available funds for payment. Vendor will be notified in writing of the failure of appropriation or of a reduction or decrease and the Agency's election to terminate or suspend, in whole or in part, 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. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 PAYMENT TERMS AND CONDITIONS:

4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.

4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of $1,000 or more is required to pay a fee of $15. The Comptroller shall deduct the fee from the first check issued to Vendor under the Contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.

4.1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this Contract by the Parties even if the effective date of the Contract is prior to execution.

4.1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the Contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor and are available on the Illinois Department of Labor's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting the Illinois Department of Labor at 217-782-6206 or (*http://www.state.il.us/agency/idol/index.htm*) to ensure understanding of prevailing wage requirements.

4.1.5 Federal Funding: This Contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.

4.1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the Contract, and the amount billed and expenses incurred are as allowed in the Contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency's state tax exemption number and federal tax exemption information.

4.1.6.2 Vendor shall invoice on a per order basis.

Send invoices to:

Agency:	See “Bill To” on approved order
Attn:	See “Bill To” on approved order
Address:	See “Bill To” on approved order
City, State Zip	See “Bill To” on approved order

☐ See attached BidBuy Purchase Order

BB For procurements conducted in BidBuy, the Agency may include in this Contract the BidBuy Purchase Order as it contains the Bill To address.

4.2 **ASSIGNMENT**: This Contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State. In the event of a sale or merger of Vendor’s business, the parties may work together to assign this contract to the extent necessary, subject to internal State of Illinois approvals and the requirements and limitations of any and all applicable laws, regulations, and rules, including but not limited to the Illinois Procurement Code (30 ILCS 500).

4.3 **SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the Contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this Contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this Contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this Contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this Contract. All subcontracts must include the same certifications that Vendor must make as a condition of this Contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. 30 ILCS 500/20-120.

4.4 **AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the Contract or subcontract and necessary to support amounts charged to the State pursuant the Contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by Vendor for a period of three (3) years from the later of the date of final payment under the Contract or completion of the Contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay Contract costs, Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Contract or any subcontract for which adequate books and records are not available to support the purported disbursement. Vendor or subcontractors shall not impose a charge for audit or examination of Vendor's or subcontractors' books and records. 30 ILCS 500/20-65. Vendor and its subcontractors shall upon reasonable notice appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

4.5 VENDOR PERFORMANCE: Vendor shall continue to perform its obligations while any dispute concerning the Contract is being resolved unless otherwise directed by the State.

4.6 NO WAIVER OF RIGHTS: Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.

4.7 FORCE MAJEURE: Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the Contract without penalty if performance does not resume within thirty (30) days of the declaration.

4.8 CONFIDENTIAL INFORMATION: Each Party to this Contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this Contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this Contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act ("FOIA") (5 ILCS 140), shall be considered public. Unless otherwise agreed by the Parties, and then only upon receipt of the State's prior written consent, Vendor and its subcontractors shall not access or attain any personally identifiable information or sensitive information on or from the State's systems, and Vendor agrees that any such information is the confidential information of the State. In any event, Vendor shall implement and maintain reasonable security measures to protect any and all data, information, and records disclosed by the State under this Contract from unauthorized access, acquisition, destruction, use, modification, or disclosure. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the Contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in a non-proprietary, readily usable format, promptly at the end of the Contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

4.9 USE AND OWNERSHIP: All work performed or supplies created by Vendor under this Contract, whether written documents or data, goods, or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this Contract.

4.10 INDEMNIFICATION AND LIABILITY: Vendor shall indemnify and hold harmless the State, its agencies, officers, employees, agents, and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements, and judgments, including in-house and Contracted attorneys' fees and expenses, related to: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants, or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity, or omission of Vendor or any of its employees, representatives, subcontractors, or agents; or (d) any actual or alleged claim that the products or services provided under this Contract infringe, misappropriate, or otherwise violate any intellectual property rights (including but not limited to patent, copyright, trade secret, or trademark rights) of a third party. Vendor shall also defend (subject to the consent of the Office of the Attorney General ("OAG")) the State against any and all third-party claims related to this Contract. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois and 1973 Illinois Attorney General Opinion 78, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither party shall not be liable for indirect, special, consequential, or punitive damages. The State will use best efforts to provide written notice of the claim to the Vendor as soon as the State of Illinois first becomes aware of the claim. Subject to the review and consent of the OAG the State (i) will provide Vendor control of the defense of and the right to settle such claim and (ii) provide available information, assistance, and cooperation as reasonably necessary to enable Vendor to defend or settle such claim, at Vendor's expense. EXCEPT FOR (I) VENDOR'S INDEMNIFICATION OBLIGATIONS STATED ABOVE, (II) DAMAGES TO PERSON (INCLUDING DEATH) OR PROPERTY, AND (III) DAMAGES ARISING FROM VENDOR'S GROSS NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS, VENDOR'S ENTIRE LIABILITY HEREUNDER SHALL BE LIMITED TO THREE TIMES THE AMOUNT PAID OR PAYABLE UNDER THIS CONTRACT.

4.10.1 DATA BREACH PREVENTION, NOTICE, AND REMEDIATION: To the extent applicable for the services and products provided by Vendor, Vendor shall ensure the security, storage, and integrity of the State's content, data, computers, networks, and systems (which may include the use of encryption technology to protect the State's content and data from unauthorized access). Notwithstanding anything to the contrary in this Contract, to the extent that Vendor experiences or causes an information breach that impacts the State's data, content, computers, systems, or networks, Vendor shall promptly notify the State and will use best efforts to immediately remedy any such breach, and to prevent any further breach, at Vendor's expense, in accordance with applicable privacy rights, laws, regulations, policies, and standards, including but not limited to the Illinois Personal Information Protection Act (815 ILCS 530). Vendor shall reimburse the State for any and all costs incurred by the State in responding to, and mitigating damages caused by, any such breach, including all costs of notice and/or remediation.

4.10.2 DATA LOSS AND DAMAGE TO STATE COMPUTER SYSTEMS: Vendor shall adhere to all indemnification and liability obligations stated in this Contract and will remain liable where any damage or impairment to the State's computers, systems, and networks, or any loss or corruption of the State's data or content, is due to Vendor's negligent or intentional acts and omissions. Further, Vendor shall reimburse the State for any and all costs incurred by the State in restoring such data, content, computers, systems, or networks.

4.11 INSURANCE: Vendor shall, at all times during the term of this Contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability insurance in the amount of $1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and $2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in amount of $1,000,000 per occurrence; and (c) Worker's Compensation Insurance in the amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

4.12 INDEPENDENT CONTRACTOR: Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.

4.13 SOLICITATION AND EMPLOYMENT: Vendor shall not employ any person employed by the State during the term of this Contract to perform any work under this Contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this Contract.

4.14 COMPLIANCE WITH THE LAW: Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this Contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this Contract.

4.15 BACKGROUND CHECK: Vendor affirms that it checks the criminal records of all applicants for felony convictions and misdemeanor convictions involving a violent act or threat of violence within five (5) years prior to employment, where permitted by law.

Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendors and subcontractors, officers, employees, or agents performing services on State owned, leased, or controlled property. Vendor or subcontractor shall reassign immediately any such individual who, in the reasonable opinion of the State, does not pass the background checks. The background checks shall be in compliance with all federal laws. The State further agrees as follows:

- Use of the information collected will be for the specific purpose of facilitating a background check;
- All information collected will be treated as confidential;

- The State will limit access to the information received and will properly store it in a reasonably secure manner;
- The State will promptly dispose in an appropriate manner all collected information when the purpose for which it was originally collected is no longer valid; and
- State must provide notice and consent forms. Vendor's and subcontractor's officers, employees, or agents performing services on state owned, leased, or controlled property not consenting shall be reassigned.

However, in no event can Vendor agree to waive the rights of its employees, nor can Vendor provide the State with any information protected by law, including but not limited to Vendor's background check data.

4.16 APPLICABLE LAW:

4.16.1 **PREVAILING LAW:** This Contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

4.16.2 **EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 ILL. ADM. CODE 750.

4.16.3 **COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** Any claim against the State arising out of this Contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this Contract. The State of Illinois does not waive sovereign immunity (including all rights provided in the State Lawsuit Immunity Act, 745 ILCS 5) by entering into this Contract.

4.16.4 **OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (*www.ilga.gov/legislation/ilcs/ilcs.asp*).

4.17 ANTI-TRUST ASSIGNMENT: If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this Contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title, and interest in and to the claim or cause of action.

4.18 CONTRACTUAL AUTHORITY: The Agency that signs this Contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this Contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master Contract on behalf of State agencies, only the Agency that places an order or orders with Vendor shall have any liability to Vendor for that order or orders.

4.19 EXPATRIATED ENTITIES: Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a Contract with a State agency if that business or any member of the unitary business group is an expatriated entity

4.20 NOTICES: Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery or via courier (UPS, Federal Express, or other similar and reliable carrier). Notices shall be sent to the individuals who signed this Contract using the contact information provided with the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.

4.21 MODIFICATIONS AND SURVIVAL: Amendments, modifications, and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this Contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and Vendor's terms, conditions, and attachments, the State's terms, conditions, and attachments shall prevail.

4.22 PERFORMANCE RECORD / SUSPENSION: Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the Contract. The State may consider Vendor's performance under this Contract and compliance with law and rule to determine whether to continue the Contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.

4.23 FREEDOM OF INFORMATION ACT: This Contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act ("FOIA") (5 ILCS 140) notwithstanding any provision to the contrary that may be found in this Contract.

4.24 SCHEDULE OF WORK: Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

4.25 WARRANTIES FOR SUPPLIES AND SERVICES:

4.25.1. Vendor warrants that the supplies furnished under this Contract will: (a) conform to the standards, specifications, drawing, samples, or descriptions furnished by the State or furnished by Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be, of good quality and workmanship, and free from defects for a period of 12 months or longer as extended by the manufacturer (whichever is longer), and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations, and ordinances pertaining to the manufacturing, packing, labeling, sale, and delivery of the supplies; and (d) be of good title and be free and clear of all liens and encumbrances. Vendor agrees to reimburse the State for any losses, costs, damages, or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

4.25.2. Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied, or statutory, and shall survive the State's payment, acceptance, inspection, or failure to inspect the supplies.

4.25.3. Vendor warrants that all services will be performed to meet the requirements of this Contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall immediately reassign any individual who does not perform in accordance with this Contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the Contract or State policies.

4.26 REPORTING, STATUS AND MONITORING SPECIFICATIONS: Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this Contract.

4.27 EMPLOYMENT TAX CREDIT: Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

4.28 SUPPLEMENTAL TERMS: Notwithstanding any provision to the contrary in Vendor's supplemental terms and conditions, or in any licensing agreement attached hereto:

4.28.1 The procuring Agency and the State do not waive sovereign immunity (including all rights provided in the State Lawsuit Immunity Act, 745 ILCS 5);

4.28.2 The procuring Agency and the State do not consent to be governed by the laws of any state other than Illinois;

4.28.3 The procuring Agency and the State do not consent to be represented in any legal proceeding by any person or entity other than the Illinois Attorney General or his or her designee;

4.28.4 The procuring Agency and the State shall not be bound by the terms and conditions contained in any click-wrap agreement, click-wrap license, click-through agreement, click-through license, end user license agreement, or any other agreement or license contained or referenced in the software or any quote provided by Vendor, except as attached to this Contract.

4.28.5 The procuring Agency and the State shall not indemnify Vendor or its subcontractors (including any equipment manufacturers or software companies);

4.28.6 Vendor shall indemnify the procuring Agency and State pursuant to the terms and conditions of the Indemnification and Liability clause of this Contract;

4.28.7 Vendor's liability shall be governed by the terms and conditions contained in the Indemnification and Liability clause of this Contract; and

4.28.8 Vendor must ensure that all information technology, including electronic information, software, systems and equipment, developed or provided under this contract complies with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa). 30 ILCS 587.

4.29 SECURITY REQUIREMENTS: The State of Illinois has specific security requirements for information and systems. Vendor must ensure these requirements are fully understood and allocate sufficient project time and resources to address the security requirements.

If not specifically addressed in other Vendor Information Technology Requirements, Vendor must adhere to State of Illinois and Illinois Department of Innovation & Technology technology and security Policies, Procedures, and Standards. https://www2.illinois.gov/sites/doit/support/policies/Pages/default.aspx

State and Federal laws, rules, and regulations as well as industry-specific guidelines require specific and often enhanced security controls on information and systems. The State of Illinois is required to comply with the below laws, standards, and regulations. Vendors must ensure compliance with the below as appropriate based upon the formal risk assessment to include a data classification and system categorization process.

STATE OF ILLINOIS

Appendix Cloud Security

Vendor shall only use State or Participant data, or State-related or Participant-related data for the purposes stated in this Contract. Vendor shall not use State or Participant data, or State-related or Participant-related data, for any other purpose, including, but not limited to, data mining or bids on other government contracts. Vendor and/or its agents shall not resell nor otherwise redistribute information gained from its access to the State or Participants.

• Vendor shall not engage in nor permit its agents to push adware, software, or marketing not explicitly authorized by the State.

• Vendor shall have a documented security incident policy and procedure.

• Vendor shall restrict the location of information systems that receive, process, store, or transmit State of Illinois Personally Identifiable Information, as the term is defined in the National Institute of Standards and Technology Publication 800-122 http://csrc.nist.gov/publications/nistpubs/800-122/sp800-122.pdf, to areas within the United States.

• Vendor certifies it has undertaken independent third-party audit Statement on Standards for Attestation Engagements (SSAE-16) certifications and must provide the State with SOC 1 Type 2, SOC 2 Type 2, or equivalent certifications and other related documents, at initial implementation and on an annual basis going forward.

• Vendor must maintain a robust and reliable data backup system. Vendor must perform a daily backup of the data and systems. Vendor must maintain a minimum sixty (60) days of data backups. At least two weekly copies of the data and systems backups shall be archived and securely transported to a secure external site. Data recovery must be accomplished with a minimum slowdown of system functions. Vendor must provide a copy of all data to the State without delay upon request by the State.

• Vendor must provide information on how the application will be recovered in the event of a disaster. This information should include Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO), and whether or not the Vendor utilizes an alternate location for recovery purposes. If Vendor uses an alternate location, distance of alternate location from the original location must be provided. Vendor must provide annual certification that disaster recovery systems and processes have been successfully tested during that year.

• Vendor must perform Penetration testing at regular intervals according to Cloud Security Alliance (CSA) and Open Web Application Security Project (OWASP) recommendations.

• Remediation of high vulnerabilities and medium vulnerabilities within the application detected during the security assessments that are determined by the SOI to pose an unacceptable risk, must be remediated by the vendor.

- Data Destruction: After transfer of data back to Agency and/or migration of data to a new or replacement system, and following verification of the data, Vendor must purge any of the State's data that resides on its computer hardware or software. Vendor must perform this purge in a manner no less restrictive than set forth in the requirements for "Purge" contained in NIST Special Publication 800-88, Appendix A: Minimum Sanitization Recommendation for Media Containing Data. Vendor must certify in writing the method used including the date and time of data destruction.

- Life-Cycle Management: Vendor or its Business Associate shall perform security system reviews and reauthorization of the system. Vendor or its Business Associate shall be responsible for meeting the following requirements:

  (a) Performing continuous monitoring of the security system. Vendor's continuous monitoring must include periodically selecting a subset of the baseline controls for assessment. Based on assessment of these controls, subsequent remediation actions must be identified and implemented. The ongoing remediation process should include updating key documents.

  (b) Prior to any system or environmental modifications, Vendor must perform a security impact analysis. This must be included as a part of any change management or configuration management process. If the results of the modification indicate changes to security posture of the system, corrective actions should be initiated and appropriate documents revised and updated. The updating of the documentation and continuous monitoring should provide near real-time risk management.

- Vendor shall ensure encryption of State of Illinois Personally Identifiable Information, as the term is defined in the National Institute of Standards and Technology Publication 800-122 http://csrc.nist.gov/publications/nistpubs/800-122/sp800-122.pdf. Encryption must be in compliance with encryption related security controls as defined in IRS Publication 1075. https://www.irs.gov/uac/Encryption-Requirements-of-IRS-Publication-1075 Vendor shall ensure any social security numbers utilized in the solution are encrypted during all phases of data use, including, data in motion, and data in use. Vendor shall ensure encryption of data at rest as soon as practical, and in no event beginning later than June 30, 2017.

- Vendor will notify the State's Chief Information Security Officer within 24 hours of confirmation any identified information breach which impacts the State's data or application.

- If not specifically addressed in other Vendor Information Technology Requirements, Vendor must adhere to State of Illinois and CMS technology and security Policies, Procedures, and Standards. When those Policies, Procedures and Standards do not address security and technology issues that arise, Vendor must adhere to IRS Publication 1075 as the standard as applicable.

- Vendor shall house all of data pertinent to this contract within the United States.

- Vendor shall ensure that production data is not used outside of the production environment.

SUPPLEMENTAL PROVISIONS

5.1. STATE SUPPLEMENTAL PROVISIONS

☒ Required Federal Clauses, Certifications and Assurances

☐ Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.

PREVAILING WAGE ACT: This Contract calls for the construction of a "public work", within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Prevailing Wage Act"). The Prevailing Wage Act requires vendors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Code requires vendors that are awarded certain service contracts to pay service workers no less than the general prevailing wage rates of hourly wages (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor publishes the prevailing wage rates on its website at http://labor.illinois.gov. The Illinois Department of Labor revises the prevailing wage rates, and Vendor and any subcontractors have an obligation to check the Illinois0 Department of Labor's website for revisions to prevailing wage rates. Please refer to the Illinois Department of Labor's website. Vendor and any subcontractors rendering services under this Contract must comply with all requirements of the Prevailing Wage Act and Code, including but not limited to, all wage requirements and notice and record keeping duties.

☐ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than $200 per month or $2,000 per year or printing) 30 ILCS 500/25-60.

PREVAILING WAGE ACT: This Contract is a service contract subject to the prevailing wage requirements of the Illinois Procurement Code, 30 ILCS 500/25-60 (the "Code"). The Prevailing Wage Act requires vendors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Code requires vendors that are awarded certain service contracts to pay service workers no less than the general prevailing wage rates of hourly wages (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor publishes the prevailing wage rates on its website at http://labor.illinois.gov. The Illinois Department of Labor revises the prevailing wage rates, and Vendor and any subcontractors have an obligation to check the Illinois Department of Labor's website for revisions to prevailing wage rates. Please refer to the Illinois Department of Labor's website. Vendor and any subcontractors rendering services under this Contract must comply with all requirements of the Prevailing Wage Act and Code, including but not limited to, all wage requirements and notice and record keeping duties.

☐ EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS: In a period of excessive unemployment rates, State vendors (1) constructing or building any public works or (2) cleaning-up and disposing on-site of hazardous waste, and that clean-up or on-site disposal is funded or financed in whole or in part with State funds or funds administered by the State, are required to employ at least 90% Illinois laborers on such project. For projects involving clean-up and on-site disposal of hazardous waste, emergency response or immediate removal activities are excluded. This requirement applies to all labor whether skilled, semi-skilled, or unskilled, whether manual or non-manual.

A period of excessive unemployment rates is defined as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures.

Any public works project financed in whole or in part by federal funds administered by the State of Illinois is covered under the provisions of this requirement, to the extent permitted by any applicable federal law or regulation. 30 ILCS 570.

Vendors may receive an exception from this requirement by submitting a request and supporting documents certifying that Illinois laborers are either not available or are incapable of performing the particular type of work involved. The certification must: (a) be submitted to the Agency within the first quarter of the Contract term; (b) provide sufficient support that demonstrates the exception is met; (c) be signed by an authorized signatory of Vendor; and (d) be approved by the Agency.

☐ ILLINOIS WORKS JOBS PROGRAM ACT (30 ILCS 559/20-1 et seq.): For a contract that utilizes appropriated capital funds in whole or in part, involves the construction of a public work, and has with an estimated total project cost of $500,000 or more, Vendor must comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules. The “estimated total project cost” is a good faith approximation of the costs of the entire project. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Vendor may seek from the Department of Commerce and Economic Opportunity (“DCEO”) a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). Vendor must ensure compliance for the life of the entire project, including during the term of the Contract and after the term ends, if applicable, and will be required to report on and certify its compliance.

☒ Agency Definitions

5.1.1 “Chief Procurement Officer” means the chief procurement officer appointed pursuant to 30 ILCS 500/10-20(a)(4).

5.1.2 “Governmental unit” means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code, officers of the State of Illinois, any public authority in Illinois which has the power to tax or any other public entity created by Illinois statute.

5.1.3 “Qualified not-for-profit agency” means any not-for-profit agency that qualifies under Section 45-35 of the Illinois Procurement Code and that either (1) acts pursuant to a board established by or controlled by a unit of local government or (2) receives grant funds from the State or from a unit of local government.

5.1.4 "Customer" means any governmental unit or qualified not-for-profit agency that purchases commodities or services pursuant to the contract.

☒ Agency Specific Terms and Conditions

5.1.5 The Chief Procurement Officer for General Services makes this contract available to all governmental units and qualified not-for-profit agencies.

5.1.6 Vendor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in this contract for the items in this contract to all governmental units and qualified not-for-profit agencies.

5.1.7 The supplies or services subject to this Contract shall be distributed or rendered directly to each governmental unit or qualified not-for-profit agency.

5.1.8 Vendor shall bill each governmental unit or qualified not-for-profit agency separately for its actual share of the costs of the supplies or services purchased.

5.1.9 The credit or liability of each governmental unit or qualified not-for-profit agency shall remain separate and distinct.

5.1.10 Disputes between vendors and governmental units or qualified not-for-profit agencies shall be resolved between the affected parties.

5.1.11 All terms and conditions in this Contract apply with full force and effect to all purchase orders.

☐ Other (describe)

5.2. VENDOR SUPPLEMENTAL PROVISIONS

Pricing - Attachment A To CMT4021089

BEP U Plans – Exhibit B

5.3. MANUFACTURER AGREEMENTS

Cisco June 28, 2018 Letter Agreement Regarding Terms for Cisco Security Suite (Cisco Deal ID# 18643112) as mutually agreed to by Cisco Systems Inc. and the State of Illinois and executed July 13, 2018

Cisco July 19, 2019 Letter Agreement Regarding Terms for Cisco Collaboration Flex Plan Contact Center (Cisco Deal ID# 39003269) as mutually agreed to by Cisco Systems Inc. and the State of Illinois and executed July 24, 2019

Cisco June 23, 2020 Letter Agreement Regarding Terms for Cisco Managed Service License Agreement as mutually agreed to by Cisco Systems Inc. and the State of Illinois and executed December 11, 2020

Cisco March 31, 2020 Letter Agreement Regarding Terms for Cisco AppDynamics Services as mutually agreed to by Cisco Systems Inc. and the State of Illinois and executed April 21, 2020

Cisco Letter Agreement Regarding Terms for Cisco Security Suites (Cisco Deal ID# 43584707) as mutually agreed to by Cisco Systems Inc. and the State of Illinois and executed June 15, 2021

Cisco Letter Agreement Regarding Terms for Cisco Security Suites (Cisco Deal ID# 43666514) as mutually agreed to by Cisco Systems Inc. and the State of Illinois and executed July 26, 2021

Cisco Master Indirect License Agreement as mutually agreed to by Cisco Systems Inc. and the State of Illinois and executed December 28, 2021

Cisco Information Security Exhibit as mutually agreed upon between the State of Illinois and Cisco Systems Inc.

Nuance Software License Agreement as mutually agreed upon between the State of Illinois and Nuance

STAFF COSTS

Staff Category	Description/Activities	Hourly Rate
Installation Coordinator	Plans and coordinates network/system installations; install and test equipment	$100.00
Maintenance Support	Tier 2 and Tier 3 support. Responsible for Tier 2 and Tier 3 maintenance procedures and preventative maintenance for equipment and systems for the Illinois VoIP solution	$130.00
Cisco Unified Contact Center Enterprise (UCCE) Support	Expertise in Enterprise-level UCCE design, deploy, configure and troubleshooting	$165.00
Technical Analyst	Technical (hardware/software) expertise and support; Data/voice provisioning and maintenance expertise	$225.00
VoIP/Video Network and VoIP/Video Services Design Engineer	Expertise in VoIP/Video network planning and design, VoIP/Video systems engineering and implementation, VoIP/Video Network security, VoIP/Video Network transport, VoIP/Video Network troubleshooting, VoIP/Video QoS Design and Troubleshooting	$185.00
Programmer/Software Developer	Software development/coding per technical requirements	$250.00
Training	Provides training for VoIP phones and functionality	$125.00
Project Manager	Creates and executes project work plans	$185.00

CISCO MSRP DISCOUNT

Customer Type	*Core Category Discount % off MSRP	*Compute Category Discount % off MSRP	*Market Category Discount % off MSRP	*Net Category Discount % off MSRP	Smart Net Total Care Maintenance Discount % off MSRP
State Agencies	50	61	27	27	30
Non-State	42.5	58	20	22	25

Flex Pricing Discounts for IL Voice Project

Customer Type	Discount % off MSRP
State Agencies	
On Prem Flex Project	
UC - Calling	27
Call Center	27
Cloud Flex	
UC - Calling	27
WebEx	27
WebEx PSTN	27
Call Center	27
AI Solutions - Google, Cisco	27
Webex Workforce Optimization	27
Webex Experience Management	27
Non-State	
On Prem Flex Project	
UC - Calling	20
Call Center	20
Cloud Flex	
UC - Calling	20
WebEx	20
WebEx PSTN	20
Call Center	20
AI Solutions - Google, Cisco	20
Webex Workforce Optimization	20
Webex Experience Management	20

Cisco MSRP Discount for Cisco Solutions+ (Premise) or 3rd Party Cloud Options		
Product	**Discount % off MSRP**	**Maintenance Discount % off MSRP**
State Agencies		
On Premises Based Flex Solution	-	-
Cisco Campaign/CRM Solutions+ - Acqueon	19	Subscription
Cisco Speech Solutions+ - Nuance	19	0
Cisco Speech Solutions+ - Lumenvox	19	0
Cisco WFO Solutions+ - Calabrio	19	0
Cisco WFO Solutions+ - Zoom	19	0
Cisco WFO Solutions+ - Verint	19	0
Cisco Desktop Solutions+ - Upstream Works	19	Subscription
Cisco Desktop Solutions+ - Bucher & Suter	19	Subscription
Cisco Additional Solutions+ - eGain	19	Subscription
Cisco SMS Solutions+ - Webtext	19	Subscription
Cisco Cloud Based Flex Solution		-
Cisco Campaign/CRM Option - Acqueon	19	Subscription
Cisco Speech Option - Nuance	19	Subscription
Cisco WFO Option - Calabrio	19	Subscription
Cisco WFO Option - Verint	19	Subscription
Cisco Desktop Option - Upstream Works	19	Subscription
Cisco Desktop Option - Bucher & Suter	19	Subscription
Cisco SMS/Messaging Option	19	Subscription
Non-State Agencies		
On Premises Based Flex Solution	-	-
Cisco Campaign/CRM Solutions+ - Acqueon	19	Subscription
Cisco Speech Solutions+ - Nuance	19	0
Cisco Speech Solutions+ - Lumenvox	19	0
Cisco WFO Solutions+ - Calabrio	19	0
Cisco WFO Solutions+ - Zoom	19	0
Cisco WFO Solutions+ - Verint	19	0
Cisco Desktop Solutions+ - Upstream Works	19	Subscription
Cisco Desktop Solutions+ - Bucher & Suter	19	Subscription
Cisco Additional Solutions+ - eGain	19	Subscription
Cisco SMS Solutions+ - Webtext	19	Subscription
Cisco Cloud Based Flex Solution	-	-
Cisco Campaign/CRM Option - Acqueon	19	Subscription
Cisco Speech Option - Nuance	19	Subscription
Cisco WFO Option - Calabrio	19	Subscription
Cisco WFO Option - Verint	19	Subscription
Cisco Desktop Option - Upstream Works	19	Subscription
Cisco Desktop Option - Bucher & Suter	19	Subscription
Cisco SMS/Messaging Option	19	Subscription

NON-CISCO MSRP DISCOUNT		
Vendor	**Discount % off MSRP**	**Maintenance Discount % off MSRP**
Accessaphone	10	5
ISI Telemanagement Solutions	10	5
Xmedius Fax Server	10	5
Twilio	10	5
Audio-Technica	20	10
Atlona	25	10
Biamp	30	10
Chief	25	10
Crestron	30	10
C2G Cables to go	25	10
CAD Audio	20	10
Clearone	15	10
Clear-Com	20	10
Extron	20	10
Bosch	20	10
Telex Intercom	20	10
Gator Cases	15	10
Starin	20	10
Sharp	15	10
Philips	15	10
LG	15	10
NEC	15	10
Kramer	20	10
Listen Audio	20	10
Mid Atlantic	25	10
Hitachi	20	10
Barco	15	10
Panasonic	20	10
Peerless	25	10
Radio Design Labs	20	10
Revolabs	20	10
Que Audio	10	10
Shure	25	10
Vaddio	25	10
VDO360	10	10
Audio Visual Furniture International	20	10
Littlite	20	10
Crown	20	10
Visionary Solutions	15	10

NON-CISCO CATALOG

Cloud	Minimum Discount
AWS	5%
Google	5%
Microsoft	5%
Oracle	5%

Collaboration	Minimum Discount
2Ring	5%
Aceyus	5%
Acqueon	5%
Akkadian Labs	5%
Apple	5%
Avaya, Inc.	5%
Calabrio	5%
Centegix	5%
Eleveo	5%
Enghouse	5%
Industry Weapon	5%
Jabra	5%
Logitech, Inc.	5%
NICE Systems, Inc.	5%
Nuance Communications, Inc.	5%
Poly	5%
Red Sky Technologies	5%
Singlewire Software, LLC	5%
Spinetix	5%
UiPath	5%
Variphy	5%
Zoom Video Communications, Inc.	5%

Power	Minimum Discount
Schneider Electric / APC	5%
Tripp Lite / Eaton	5%
Vertiv / Liebert / Emerson	5%

Data Center	Minimum Discount
Cohesity	5%
Dell Technologies / EMC	5%
Exagrid	5%
IBM	5%
Intel Corporation	5%
Nasuni	5%
NetApp, Inc.	5%
Nutanix	5%
NVIDIA	5%
Pure Storage	5%
Qumulo	5%
RedHat	5%
Rubrik	5%
Veeam Software	5%
Zerto	5%

IT Service Management	Minimum Discount
Gigamon	5%
LiveAction Software	5%
LogicMonitor	5%
Manage Engine	5%
NetScout Systems, Inc.	5%
Paessler AG	5%
Service Now	5%
SolarWinds, Inc.	5%
Sumo Logic	5%

Enterprise Networking	Minimum Discount
Arista Networks, Inc.	5%
Aruba Networks	5%
Aviatrix	5%

Security	Minimum Discount
A10 Networks, Inc.	5%
Akamai	5%
Anomali	5%
Arctic Wolf Networks	5%
Armis	5%
AttackIQ	5%
Automox	5%
Ava	5%
Avigilon	5%
Axis Communications	5%
Axonius	5%
BeyondTrust	5%
bigid	5%
Check Point Software	5%
chef	5%
Claroty	5%
Cloudflare	5%
CrowdStrike	5%
Cybereason	5%
Cylance	5%
Data Grail	5%
Delinea	5%
DigiCert	5%
Digital Guardian	5%
Dragos	5%
Entrust	5%
Envoy	5%
Extrahop	5%
F5 Networks	5%
forgerock	5%
Genea	5%
GuardiCore	5%
Illumio	5%
Infoblox, Inc.	5%
Ivanti	5%
JAMF	5%
JupiterOne	5%
LenelS2	5%
LogRhythm	5%
McAfee	5%
Mimecast	5%

Enterprise Networking	Minimum Discount
BlueCat Networks, Inc.	5%
Ciena	5%
Ekahau	5%
Equinix	5%
Extreme Networks	5%
Fortinet, Inc.	5%
Hewlett Packard Enterprise	5%
Juniper Networks	5%
Lumen Technologies	5%
Riverbed Technology	5%
Sierra Wireless	5%
Tessco	5%
Ventev	5%

RESOURCE	RATE
Cloud Engineer	Up to $420/hr
Collaboration Engineer	Up to $420/hr
Contact Center Engineer	Up to $420/hr
Cyber Consultant	Up to $420/hr
Data Center Engineer	Up to $420/hr
DevOps Architect	Up to $420/hr
DevOps Engineer	Up to $420/hr
Network Engineer	Up to $420/hr
Principal Cyber Consultant	Up to $420/hr
Project Manager	Up to $420/hr
Security Engineer	Up to $420/hr
Senior Cloud Engineer	Up to $420/hr
Senior Collaboration Engineer	Up to $420/hr
Senior Contact Center Engineer	Up to $420/hr
Senior Cyber Consultant	Up to $420/hr
Senior Data Center Engineer	Up to $420/hr
Senior DevOps Engineer	Up to $420/hr
Senior Network Engineer	Up to $420/hr
Senior Project Manager	Up to $420/hr
Senior Security Engineer	Up to $420/hr
Senior Software Engineer	Up to $420/hr
Senior Wireless Engineer	Up to $420/hr
Software Engineer	Up to $420/hr
Trainer	Up to $420/hr
Wireless Engineer	Up to $420/hr

Security	Minimum Discount
Netskope, Inc.	5%
netsparker	5%
NS1	5%
Nucleus Security	5%
Okta	5%
Orca	5%
ORDR	5%
Palo Alto Networks	5%
Perforce	5%
perimeter81	5%
Portswigger	5%
Proofpoint	5%
Qualys, Inc.	5%
Radware Ltd	5%
Reach Security	5%
Rockwell Automation	5%
RSA	5%
SailPoint	5%
SALT Security	5%
SecureAuth	5%
SecZetta	5%
Semperis	5%
SentinelOne	5%
Siklu	5%
Snyk	5%
Splunk, Inc.	5%
Tanium	5%
Tenable	5%
Varonis Systems	5%
Venafi, Inc.	5%
Verkada, Inc.	5%
Whitehat	5%
Zscaler	5%

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-25-1386

AUTHORIZING A MASTER LICENSE AGREEMENT WITH VERTIGIS SOFTWARE FOR GIS

WHEREAS, the County of Kane requires technical support for its Geographic Information Systems (GIS), including software, hardware, and applications; and

WHEREAS, to effectively utilize the software, technical support services are required; and

WHEREAS, the agreement has been reviewed by the Civil Division of the State's Attorney's Office; and

WHEREAS, the County Board has the authority to approve the agreement.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman of the County Board is hereby authorized and directed to execute the Master License Agreement with VertiGIS Software.

Passed by the Kane County Board on December 9, 2025.

John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authoring a Master License Agreement with VertiGIS Software for GIS

Committee Flow:

Administration Committee, Executive Committee, County Board

Contact:

Kurt Lebo 630-208-3137

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $0
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

This resolution authorizes the Kane County Board Chairman to execute a Master License Agreement with VertiGIS Software to provide technical support for the County's Geographic Information Systems (GIS), including software, hardware, and applications. The agreement has been reviewed by the Civil Division of the State's Attorney's Office. Approval of this agreement ensures the County can maintain and effectively utilize its GIS systems, which are essential for County operations and service delivery.

VertiGIS

VertiGIS North America Ltd., 300–1117 Wharf Street, Victoria, BC Canada V8W 1T7 Tel: (250) 381-8130 Fax: (250) 381-8132

MASTER LICENSE AGREEMENT
VERTIGIS NA Contract Number: 2025-10-861

This Master License Agreement ("Agreement") is between the licensee printed below ("Licensee"), VertiGIS North America Ltd. ("VERTIGIS NA"), as licensor of the Software, Data, Online Services and/or Documentation licensed under this Agreement and distributor set out below. The Agreement includes (i) this signature page, (ii) the General License Terms and Conditions, (iii) the Exhibit and (iv) VERTIGIS NA's ordering document. The parties acknowledge that they have read and understood this Agreement and agree to be bound by the terms and conditions hereof as applicable to each party.

This Agreement constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, understandings, and arrangements between the parties relating to such subject matter, and any terms on Licensee's purchase order. Any modification(s) or amendment(s) to this Agreement must be accepted by an authorized representative of each party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the last date written below.

______________________ (Licensee)	VERTIGIS NORTH AMERICA LTD. (VERTIGIS NA)
By: ______________________ Authorized Signature	By: ______________________ Authorized Signature
Printed Name: ______________	Printed Name: ______________
Title: ______________	Title: ______________
Date: ______________	Date: ______________

Licensee Contact Information

Contact: ______________________

Address: ______________________

____

____

____

Country: ______________________

Telephone: ______________________

Fax: ______________________

E-mail: ______________________

VERTIGIS NA General License Terms and Conditions
Exhibit 1: Scope of Use

VertiGIS

GENERAL LICENSE TERMS AND CONDITIONS
(04/2023)

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11.4 No Implied Waivers. The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of the provisions or the right of such party thereafter to enforce that or any other provision.

11.5 Severability. If any provision of this Agreement is held to be unenforceable for any reason, (i) such provision will be reformed only to the extent necessary to make the intent of the language enforceable, and (ii) all other provisions of this Agreement will remain in effect.

11.6 Successor and Assigns. Licensee shall not copy, assign, sublicense, sublease, redistribute, or transfer Licensee's rights or the rights of a contractor or third party or delegate its obligations under this Agreement without VERTIGIS NA's and its authorized distributor's prior written consent, and any attempt to do so without VERTIGIS NA's and its authorized distributor's prior and written consent shall be void. This Agreement shall be binding upon the respective successors and assigns of the parties to this Agreement. Notwithstanding, a Government contractor that has acquired the Product(s) under contract to the Government may assign its rights under this Agreement to its Government customer upon written notice to VERTIGIS NA, provided the Government customer assents to the terms of this Agreement.

11.7 Survival of Terms. The provisions of Articles 8, 9, 10, and 11 of this Agreement shall survive the expiration or termination of this Agreement.

11.8 Equitable Relief. Either party will have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction ~~without the requirement of posting a bond or proving injury as a condition~~ for relief. ~~Licensee acknowledges and agrees with VERTIGIS NA that any breach of this Agreement by Licensee, its employees, representatives, contractors or other third parties may cause serious and irreparable harm to VERTIGIS NA and/or its licensor(s) which cannot adequately be compensated in damages. Further, Licensee acknowledges and agrees with VERTIGIS NA that, in the event of such a breach, in addition to any and all remedies available to VERTIGIS NA, its licensor(s) or its authorized distributor at law, VERTIGIS NA, its licensor(s) and/or its authorized distributor shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or undertaking or proving injury as a condition for relief. Licensee hereby consents to any request made by VERTIGIS NA, its licensor(s) or its authorized distributor for an injunction, specific performance or other equitable remedy and to such an injunction, specific performance or other equitable remedy being issued against it restraining it from any further breach of such provision or requiring any action by Licensee whatsoever. Such injunction, specific performance or other equitable remedy shall not be construed to preclude or to be in derogation of any other remedy to which VERTIGIS NA may be entitled under the laws of Canada or the home jurisdiction of Licensee.~~

Commented [A5]: **VertiGIS:** We suggest making this reciprocal.

11.9 U.S. Government Restricted Rights. The Product(s) are provided with restricted rights. The Product(s) are commercial computer software, commercial data, commercial Online Services, and commercial computer software documentation. This Agreement contains VERTIGIS NA's commercial license terms and conditions for such items. The commercial license rights in this Agreement strictly govern Licensee's use, reproduction, or disclosure of the Product(s). No other license terms or conditions shall apply unless expressly agreed in writing by VERTIGIS NA and Licensee. The Software source code is unpublished and all rights to the Product(s) are reserved under international and national copyright laws. In the event any court, arbitrator, or board holds that the Licensee has greater rights to any portion of the Product(s) under applicable public procurement law, such rights shall extend only to the portions affected. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as provided in FAR 52.227-19 (June 1987), FAR 52.227-14 (ALT III) (June 1987), DFARS 252.227-7015 (Nov 1995), or NFS 1852.227-86 (December 1987), or the local, state, or foreign equivalent, as applicable. The owner or authorized licensor is VertiGIS North America Ltd., 300-1117 Wharf Street, Victoria, British Columbia, Canada V8W 1T7.

11.10 Governing Law~~, Arbitration~~

Commented [A6]: **VertiGIS:** Accepted.

a. *Licensees in Canada and the United States of America, Its Territories, and Outlying Areas*. This Agreement shall be governed by and construed in accordance with the laws of ~~British Columbia, Canada~~the State of Illinois without reference to its conflict of laws principles. ~~Except as provided in Article 11.8, any dispute arising out of or relating to this Agreement, or the breach thereof, which cannot be settled through~~

~~negotiation, shall be finally settled by arbitration administered by or the American Arbitration Association (in the US) under its Commercial Arbitration Rules. Judgment on the award rendered by the arbitrator may be entered into a court of competent jurisdiction. If Licensee is a U.S. Government agency, this Agreement is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C 601-613), in lieu of the Arbitration provisions of this clause.~~

b. *All Other Licensees*. Intentionally deleted.
c. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.
d. Either party shall, at the request of the other, make available documents or witnesses relevant to the major aspects of the dispute.

11.11 Maintenance and Technical Support

a. Maintenance for qualifying Products and technical support services ordered directly from VERTIGIS NA will be provided in accordance with VERTIGIS NA's Maintenance and Technical Support Policy available at https://vertigisstudio.com/legal, which VERTIGIS NA, in its sole discretion, may revise from time to time.

b. Maintenance for qualifying Products and technical support services ordered directly from a VERTIGIS NA authorized distributor will be provided in accordance with the distributor's then current standard maintenance program policy or VERTIGIS NA's L400, as indicated by the distributor.

11.12 Force Majeure. Except with respect to payment obligations under this Agreement, neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from, directly or indirectly, causes beyond the reasonable control of the affected party, including but not limited to fire, floods, earthquakes, epidemic, embargoes, war, acts of war (whether war is declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, cyberattacks, disruptions or outages of third party services, acts of God or acts, omissions or delays in acting by any governmental authority; provided, however, that the affected party shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall resume performance hereunder as commercially reasonable whenever such causes are removed. The affected party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of Force Majeure.

EXHIBIT 1
SCOPE OF USE
(L300 04/2023)

The scope of use for each VERTIGIS NA Software identified below is described in the applicable footnotes listed in parentheses. Geocortex has been renamed "VertiGIS Studio" for the indicated Products below.

VertiGIS Studio Standard Edition (1, 2, 3, 4 (Starter Kit), 5, 6, 7, 8)
- Geocortex Essentials Standard Edition (4.x) (20)
- VertiGIS Studio Workflow (15, 16, 19)
- VertiGIS Studio Reporting (15, 16, 19, 22)
- VertiGIS Studio Printing (15, 16, 19, 22)
- VertiGIS Studio Web (GXW) (15, 19, 20)

VertiGIS Studio Enterprise Edition (1, 2, 3, 5, 6, 7, 8)
- Geocortex Essentials Standard Edition (4.x) (20)
- VertiGIS Studio Workflow (15, 16, 19)
- VertiGIS Studio Reporting (15, 16, 19, 22)
- VertiGIS Studio Printing (15, 16, 19, 22)
- VertiGIS Studio Workflow Builder Edition (15, 17, 19)
- VertiGIS Studio Reporting Builder Edition (15, 17,19, 22)
- VertiGIS Studio Printing Builder Edition (15, 17, 19, 22)
- VertiGIS Studio Mobile (GXM) (15, 19, 20, 21)
- VertiGIS Studio Web (GXW) (15, 19, 20)
- VertiGIS Studio Access Control (16, 19)
- VertiGIS Studio Search (19)

- VertiGIS Studio Builder Edition (1 ,2 ,3, 5, 8)
    - VertiGIS Studio Workflow Builder Edition (15, 17, 19)
    - VertiGIS Studio Reporting Builder Edition (15, 17, 19, 22)
    - VertiGIS Studio Printing Builder Edition (15, 17, 19, 22)
- Geocortex Analytics (5, 7, 8, 19)
- VertiGIS Studio Analytics (5, 7, 8, 19)
- VertiGIS Studio Developer Subscription (5, 6, 9, 19)
- VertiGIS Studio Workflow Builder Edition (5, 15, 17, 19)
- VertiGIS Studio Reporting Builder Edition (5, 15, 17, 19, 22)
- VertiGIS Studio Printing Builder Edition (5, 15, 17, 19, 22)
- VertiGIS Studio Mobile (5, 15, 19, 20, 21)
- VertiGIS Studio Web (5,15, 19, 20)
- VertiGIS Studio Access Control (5, 16, 19)
- VertiGIS Studio Search (5, 19)
- VertiGIS Studio Inline (5, 19)
- VertiGIS Studio Item Manager (19, 23)

1. "Development Server License." Licensee may install and use the Software on a single computer to design and build applications that interface with or utilize server Software as described in the Documentation.

2. "Staging Server License." Licensee may use and install the Software for the following purposes; user acceptance testing, performance testing, load testing of other third-party software, staging new commercial data update, and training activities.

3. "Production Server License." Licensee may install and use the Software or Data to provide services to multiple users on the same or other computer(s).

4. "Single Application License." Licensee may install and use the Software or Data for one (1) web-GIS application serving multiple users on the same or other computer(s). An Application is defined as a discrete web-GIS viewer with a specific URL.

5. "License." Licensee may use the subscription(s), Software, Online Services and Data for a limited time period. When the license term expires Licensee must either stop using the subscription(s), Software, Online Services, and Data, or renew or extend the license upon payment of applicable fees. Licensing is based on the greater of the number of Licensee's activated ArcGIS® Identities (Online and Portal combined) or the number of ArcGIS® Server and ArcGIS® Enterprise cores deployed by Licensee.

6. Extensions to Software programs and VertiGIS Studio Developer Subscription Software follow the same scope of use as that granted for the corresponding Software programs.

7. The administrative tools for the Software may be copied and redistributed throughout the Licensee's organization.

8. Redundant Software installation(s) for failover operations may be implemented during the period the primary site is nonoperational. The redundant Software installation(s) shall remain dormant except for system maintenance and updating of databases while the primary site or any other site is operational.

9. VertiGIS Studio Developer Subscription Software, Online Services, and Data may only be used at an installation location solely for the purposes of research, development, testing, and demonstration of a prototype application. VertiGIS Studio Developer Subscription Software and Data may be installed on multiple computers for use by a named VertiGIS Studio Developer Subscription developer.

10. Reserved.

11. Reserved.

12. Reserved.

13. Reserved.

14. Reserved.

15. For Commercial ASP Licensees, Commercial ASP Use is restricted to on premise deployment.

16. Licensed for use with a VertiGIS Studio or Geocortex Viewer (GVH, GXW, GXM). Not for use with Esri's Web AppBuilder for ArcGIS®.

17. Licensed for use with Esri's Web AppBuilder for ArcGIS®. Not for use with a VertiGIS Studio or Geocortex Viewer (GVH, GXW, GXM).

18. Reserved.

19. Active Geocortex or VertiGIS Studio maintenance or subscription required to use this Product.

20. Value-Added Applications:

i. Value-Added Applications built with the Product are subject to the terms of use of ArcGIS Runtime Standard Level. Value-Added Application means an application developed by Licensee for use in conjunction with the authorized use of the Products.

ii. Licensee may use the Product to create Value-Added Applications and distribute and license those Value-Added Applications to its end users in accordance with this Agreement to use anywhere not prohibited under export regulation or in violation of applicable privacy regulations and laws. Licensee is responsible compliance with applicable export control regulations and laws.

iii.Licensee is responsible for the development, operation, and technical support of Licensee Content and Value-Added Applications.

21. Licensee may not use the Product to develop Internet or server-based Value-Added Applications.

22. Subscription license includes a SaaS consumption limit of 1GB per month. Licensee consumption in excess of 1GB per month may result in additional consumption costs to Licensee.

23. VERTIGIS NA disclaims and makes no representations or warranties whatsoever and provides no indemnities to Licensee for this Product or Licensee's use thereof. The Product is offered as-is and is available for use at Licensee's own risk. There is no maintenance or technical support provided for this Product. VERTIGIS NA reserves the right to discontinue this Product in its sole discretion without providing notice to Licensee.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-25-1229

APPROVING THE PURCHASE OF FIVE (5) 2026 TANDEM AXLE TRUCK CAB AND CHASSIS FOR THE KANE COUNTY DIVISION OF TRANSPORTATION

WHEREAS, pursuant to Kane County Resolution No. 22-266, the County of Kane and Sourcewell entered into an Intergovernmental Agreement ("IGA") to procure materials, services, supplies, equipment, construction and construction-related services; and

WHEREAS, quotes have been solicited and received for Five (5) model year 2026 tandem axle truck cab and chassis (hereinafter the "Vehicles") to replace five vehicles of the Division of Transportation; and

WHEREAS, CIT Trucks, LLC - 4301 N. Bell School Road, Loves Park, Illinois 61111 was the selected vendor for the Vehicles under the Sourcewell authorized cooperative agreement at a total cost of Eight Hundred Forty-Six Thousand One Hundred Fifty-Nine and 60/100 Dollars ($846,159.60).

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the offer for said Vehicles from CIT Trucks in the amount of Eight Hundred Forty-Six Thousand One Hundred Fifty-Nine and 60/100 Dollars ($846,159.60). is accepted and that the County of Kane purchase said Vehicles from CIT Trucks, LLC - 4301 N. Bell School Road, Loves Park, Illinois 61111; payment therefor to be made from the Motor Fuel Local Option Fund #304, Line Item #70070 (Automotive Equipment).

Line Item: 304.520.524.70070
Line Item Description: Automotive Equipment
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes
Are funds currently available for this Personnel/Item/Service in the specific line item? Yes
If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on December 9, 2025.

John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving Purchase of Five (5) 2026 Tandem Axle Truck Cab and Chassis for the Kane County Division of Transportation

Committee Flow:
Transportation Committee, Administration Committee, Executive Committee, County Board

Contact:
Michael Way 630.406.7359

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $846,159.60
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

Vehicle Description: Five (5) 2026 Kenworth T480 Tandem Axle Truck Cab and Chassis

Vendor: CIT Trucks (Sourcewell – authorized cooperative agreement Res. # 22-266)

Purchase price – Trucks $796,159.60 (CIT Trucks Quote 28275 and 28276)
Contingency: $50,000
Total: $846,159.60

Comments:
These five (5) new Kenworth plow trucks will replace current units. Normal replacement of this type of vehicle is every 13 to 15 years. Replacement is based on age, mileage, dependability, and maintenance costs. The units that are due for replacement were scored and meet Kane County's requirements for replacement.

Due to difficulties in ordering trucks, this truck chassis will be ordered from Sourcewell cooperative agreement contract # 060920-KCT. These vehicles are used in the maintenance section of Transportation to clean and maintain County highways during winter operations. The body packages will be taken at a different time. The old units will either be traded in or sold at auction.

These 5 vehicles are in the pending FY26 budget. A $5,000 despot per chassis to lock in the build spots was approved on 4/8/2025.

Staff recommends approval.

Solicitation Number: RFP #032824

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Kenworth Truck Company, a Division of PACCAR Inc., 10630 NE 38th Place, Kirkland, WA 98033 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires July 9, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship pursuant to the express vehicle warranty and extended warranties provided with all Supplier's vehicles. Supplier does not warrant or accept responsibility or liability for any parts separately warrantied, for example, body installations, or engines not manufactured by Supplier (which carry a separate manufacturer's warranty). In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that that is effective past the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier’s name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above “Attn: Accounts Receivable” or remitted electronically to Sourcewell’s banking institution per Sourcewell’s Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract’s expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier’s Authorized Representative is the person named in the Supplier’s Proposal. If Supplier’s Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, to the extent arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
    a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and

promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an “AM BEST” rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers’ Compensation and Employer’s Liability.*
Workers’ Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office (“ISO”) Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference. If required to file compliance reports, Supplier will provide AAP and EEO1 reports only.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Kenworth Truck Company, a Division of PACCAR Inc.
DocuSigned by: By: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: By: Mike Kleespies 0B8F148A584040E...
Jeremy Schwartz	Mike Kleespies
Title: Chief Procurement Officer	Title: Director of Medium Duty Trucks
Date: 7/5/2024 | 12:34 PM CDT	Date: 7/5/2024 | 11:39 AM CDT

RFP 032824 - Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services

Vendor Details

Company Name:	Kenworth Truck Company, Division of PACCAR Inc.
Address:	10630 N.E. 38th Place Kirkland, Washington 98033
Contact:	Mike Kleespies
Email:	mike.kleespies@paccar.com
Phone:	813-455-1248
HST#:	916029712

Submission Details

Created On:	Thursday February 08, 2024 07:49:32
Submitted On:	Wednesday March 27, 2024 19:02:51
Submitted By:	Mike Kleespies
Email:	mike.kleespies@paccar.com
Transaction #:	77c3c738-7a00-4503-bb36-6ac47b3d756d
Submitter's IP Address:	208.127.93.240

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Kenworth Truck Company, a Division of PACCAR Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Kenworth Truck Company or PACCAR Inc. controlled subsidiary entities are: - Paccar Parts and 13 parts distribution centers with over 1.4 million commercial parts available and sold through all Kenworth dealer, TRP stores, or the Online Parts Counter site available 24/7 365 days a year. - Paccar Financial & Paccar Financial Used Truck Centers - Paclease Kenworth contracted dealers, and supplementary companies such as body companies and their distributors, are included in this offer and required in order to provide participating members a complete vehicle solution. - All Kenworth contracted dealers throughout the United States and Canada (See uploaded file for current list of 480 Kenworth dealers and locations) - All truck body and equipment manufacturers, distributors, and service providers in the United States and Canada. The Thomas Register (www.thomasnet.com) lists more than 500,000 entities that supply bodies, equipment and services that Kenworth dealers will partner with to provide complete vehicle solutions.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Kenworth Truck Company Kenworth Truck Co. Kenworth Parts Paccar Financial Paclease PACCAR	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	33323	*
5	Proposer Physical Address:	Kenworth Truck Company 10630 NE 38th PL Kirkland, WA 98033	*
6	Proposer website address (or addresses):	www.kenworth.com www.parts.kenworth.com www.partsandservice.kenworth.com www.paccarparts.com www.paccarfinancial.com www.paccarusedtrucks.com www.paclease.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Mike Kleespies Director of Medium Duty Trucks 10630 NE 38th PL Kirkland, WA 98033 mike.kleespies@paccar.com (813) 455-1248	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Mike Kleespies Director of Medium Duty Trucks 10630 NE 38th PL Kirkland, WA 98033 mike.kleespies@paccar.com (813) 455-1248	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	For Kenworth PACCAR Parts: Vinita Nair Senior Fleet Sales Manager 750 Houser Way N Renton, WA 98057 vinita.nair@paccar.com (525) 269-5492 Alternate for Kenworth New Trucks: Ryan Breezee Vocational Fleet Manager 10630 NE 38th PL Kirkland, WA 98033 ryan.breezee@paccar.com (425) 518-0000	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	The Kent and Worthington family starting building trucks in 1915 and formed Kenworth in 1923. In 1944, PACCAR purchased Kenworth Trucks. Kenworth Truck Company is a Division of PACCAR Inc. The Kenworth mission is to engineer, manufacture, and market "THE WORLD'S BEST" trucks and services. We will accomplish our mission through commitment to employee development, agile business processes, and unsurpassed customer satisfaction. Our vehicles will be first in technology and best in class as defined by the top outside rating agencies. CORE VALUES: • Our People – Encourage a culture that values and empowers employees through open communication, integrity and teamwork. Provide a safe environment for employees to work and grow. • Our Product – Lead the industry in technologically advanced products and services while maintaining the Kenworth reputation as a custom, high quality, premium value vehicle. • Our Business – Operate according to sound business principles, guided by strong ethics to achieve profit and performance goals. Enhance Kenworth's reputation as a leader within the industry and in our communities. • Our Customers – Enable the success of dealers and customers by understanding their unique requirements and by providing reliable, innovative custom products and services. • Our Partners – Create an environment that encourages cooperation between PACCAR divisions to capitalize on individual strengths while maintaining brand identity. Foster supplier relationships to ensure mutual value and success.	*
11	What are your company's expectations in the event of an award?	Similar to what we're doing now with the current class 4 through 8 chassis award. We will continue to engage the entire Kenworth dealer network throughout the United States and Canada to work with members and offer the entire lineup of Kenworth brand commercial trucks, Battery Electric Vehicles, Hydrogen Fuel Cell Electric Vehicles, with any type of truck related equipment, transportation, finance and lease, and maintenance and repair parts solutions that meet members specific fleet needs.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	PACCAR Inc. has enjoyed over 100 years of superior performance with a positive net profit over the past 85 consecutive years. PACCAR achieved record revenue in 2023 of $35.13 billion and net income of $4.6 billion. PACCAR has paid a yearly dividend since 1941.PACCAR has an A+/A1 Credit Rating. The 2023 annual report is uploaded in supporting documents. Highlights of PACCAR's financial results during 2023 include: • Record consolidated revenues of $35.13 billion. • Record net income of $4.60 billion. • Record After-tax return on revenues of 13.1%. • Record PACCAR Parts revenue of $6.41 billion. • Record PACCAR Parts pretax income of $1.70 billion. • Record Financial Services assets of $20.96 billion. • Financial Services pretax income of $540.3 million. • Cash provided by operations of $4.19 billion. • Record dividends declared of $2.23 billion. • Medium-term note issuances of $2.91 billion. • PACCAR invested $1.11 billion in capital projects and research and development. • Stockholders' equity of $15.88 billion.	*
13	What is your US market share for the solutions that you are proposing?	Kenworth had US 2023 year end overall class 8 market share of 14.7% / 39,269 trucks. Kenworth had US 2023 year end class 6 and 7 market share of 6.6% / 6,620 trucks.	*
14	What is your Canadian market share for the solutions that you are proposing?	Kenworth had Canada 2023 year end class 8 market share of 15.8% / 4,782 trucks. Kenworth had Canada 2023 year end class 6 and 7 market share of 7.9% / 453 trucks.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Paccar and Kenworth Division have never filed for bankruptcy protection.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Kenworth Truck Company falls under category (b). Kenworth is a truck manufacturer with a dealer network throughout all 50 United States and all Providences of Canada. The more than 480 dealer locations provide all of Kenworth's products and services to end users. The primary sales force is through our independently owned and contracted dealers located throughout the all 50 United States and and territories as well as all Providences in Canada. Our contracted dealers sell and service Kenworth brand commercial trucks in the class 5, 6, 7 and 8 weight categories including full battery electric vehicles in class 6, 7 and 8 as well as hydrogen fuel cell electric vehicles in class 8. Kenworth dealers will prepare the complete vehicle solutions for the members, order truck chassis and all necessary bodies and equipment, provide training and finance solutions, and any other services needed to deliver a high quality and complete vehicles solution. In addition, Kenworth employs approximately 65 field sales personnel located throughout the U.S. and Canada that support dealer sales personnel in preparing vehicle quotes, offers, delivery, and after sales support to assist in meeting end user needs. These individuals are employees of Kenworth Truck Company.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	All Kenworth Company sales representatives have up to date state licenses, if state required. All contracted dealers and third-party body companies have the required state dealer licenses and certifications as required by the applicable state and local laws.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Paccar nor Kenworth Truck Division have never experienced a "Suspension or Debarment". Additionally, we have no knowledge of any of our contracted dealers to have experiences a "Suspension or Debarment" in the past.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	- 2019 Kenworth Honored as Top Workplace for Women in Transportation - 2020 Kenworth Honored as Top Workplace for Women in Transportation - 2021 Kenworth Honored as Top Workplace for Women in Transportation - 2022 Kenworth Honored as Top Workplace for Women in Transportation - 2023 Kenworth Honored as Top Workplace for Women in Transportation - 2020 Kenworth Chillicothe receives Two Manufacturing Leadership Award in Operational Excellence. - 2021 Kenworth Chillicothe and Renton Assembly Plants receive Manufacturing Leadership Awards in Engineering and Production Technology. - 2020 Kenworth Chillicothe plant earns Gold Encouraging Environment Excellence Award - 2021 Kenworth Chillicothe plant earns Platinum Encouraging Environmental Excellence Award. - 2022 Kenworth receives Clean Energy Award - 2022 Kenworth Chillicothe and Renton Plants receive Three Manufacturing Leadership Awards - 2020 Paccar St. Therese Plant receives Manufacturing Leadership Award.	*
20	What percentage of your sales are to the governmental sector in the past three years	Approximately 6% of Kenworth overall sales have gone to the governmental sector in the past 3 years.	*
21	What percentage of your sales are to the education sector in the past three years	Less than 1% of Kenworth overall sales have gone to the education sector in the past 3 years.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Kenworth has held two consecutive Sourcewell contracts for commercial trucks since 2016. This is the only contract Kenworth is engaged in directly and produces annual volume approximately 250 to 300 new trucks. All other state or cooperative purchasing contracts are held with various Kenworth dealers throughout the United States and Canada. Some of the known dealer contracts are: - Florida Sheriffs Association with annual volume approximately 60 to 70 trucks. - Texas Buy Board with annual volume approximately 20 to 50 trucks.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Kenworth does not have any GSA contracts or SOSA directly. A GSA contract is held by our Kenworth dealer in Baltimore with approximate annual sales of 15 to 50 trucks.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Jefferson County	Charles Tyler	205-743-9481	*
City of Decatur	Daniel Boutwell	706-266-3955	*
City of Birmingham	Cedrick Roberts	205-329-1933	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Jefferson County	Government	Alabama - AL	Medium duty and heavy duty trucks placed in service. Multiple class 7 and 8 truck models and multiple truck body types.	33 trucks	$4,986,687.00	*
City of Huntsville	Government	Alabama - AL	Medium duty and heavy duty trucks placed in service. Multiple class 6,7 and 8 truck models and multiple truck body types.	14 trucks	$3,142,090.00	*
Clark County	Government	Nevada - NV	Medium duty and heavy duty trucks placed in service. Multiple class 6,7 and 8 truck models and multiple truck body types.	11 trucks	$2,466,455.00	*
Ventura County	Government	California - CA	Medium duty and heavy duty trucks placed in service. Multiple class 7 and 8 truck models and multiple truck body types.	10 trucks	$1,877,577.00	*
City of Spokane	Government	Washington - WA	Medium duty and heavy duty trucks placed in service. Multiple class 7 and 8 truck models and multiple truck body types.	6 trucks	$1,505,325.00	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable.

Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	The Kenworth Sales Force consists of roughly 1,660 dealer sales executives, sales managers, sales representatives, and other sales administrative personnel through 480 plus dealership locations in all 50 United States and all Providences in Canada. Nearly all Kenworth dealers currently conduct some level of sales to Sourcewell participating agencies through the current Kenworth contract or through direct bidding. All truck salespeople at Kenworth dealers are trained and engaged daily in developing commercial vehicle solutions for end users. They custom design the truck specifications needed to meet the customer's needs including truck bodies and other equipment needed to offer a comprehensive quote. The dealer sales force is responsible for quoting, negotiating terms, ordering, delivering and any follow up services required to fulfill the participating agency's needs. Supporting the dealer sales personnel are more than 50 Kenworth Truck Company field personnel throughout U.S. and Canada that work closely with dealer sales personnel to provide guidance, expertise, engineering support and the overall highest level of responsiveness and customer satisfaction.	*
27	Dealer network or other distribution methods.	The Kenworth dealer network consists of 480 plus locations across U.S and Canada. A list of dealer location is uploaded to supporting documents. A Kenworth dealer locator is also available online at www.kenworth.com/dealers.	*
28	Service force.	Kenworth Dealer Parts and Service departments – After sale warranty, parts, maintenance and repair service is provided and managed through the 480 plus Kenworth dealer locations. Each dealership service and parts department has highly trained individuals to support maintenance, repair and parts needs. Overall dealership service department statistics currently are: 6,151 Truck Service Bays (includes mechanical stalls, LNG/CNG stalls & BEV stalls) 5,511 Service Technicians 611 Mobile Service Units In addition, Kenworth Truck Company employs a field support group to assist dealers as needed to meet all participating agency needs.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All quotes, ordering, delivery and training will be managed by our dealer salesforce and supported by the Kenworth field sales organization. Dealer sales personnel will quote and establish pricing based on the Kenworth Contract requirements and order truck chassis, truck bodies, and other equipment as needed to provide a complete vehicle solution. Orders are placed electronically by dealers to the Kenworth factory using the same system used for specing and establishing the list price, aka MSRP, needed to determine the contract not to exceed sale price. Dealer orders for participating agencies will include a special tracking code designating the truck or tractor is being ordered in accordance will all of the Sourcewell contract requirements.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Kenworth dealers have established processes and procedures to promptly address customer service needs regarding vehicle maintenance and repairs. These dealers aim to adhere to specific guidelines to ensure superior customer service levels. Dealerships are mandated to employ trained technicians, extend their operational hours, and utilize an express lane bay for swift diagnostics. Kenworth's PremierCare Gold Certification requires dealers to meet specific criteria and standards. The PremierCare Gold Certified dealer network is dedicated to enhancing productivity through expedited diagnostics, exceptional service, mobile roadside assistance, and access to premium driver's lounge. ---- The PremierCare Expresslane service offers a professional diagnosis and a repair time and cost estimate within two hours. Each Kenworth PremierCare Gold Certified dealership has dedicated Expresslane technicians to ensure this rapid diagnosis. ---- Dealerships certified as PremierCare Gold provide factory-certified technicians who have advanced engine training and immediate access to a comprehensive inventory of quality parts, facilitating efficient service solutions. Additionally, these locations offer extended service hours on evenings and weekends. TruckTech+ professionals utilize Kenworth's TruckTech+ remote diagnostics system to pre-diagnose issues before the truck reaches the dealership. ---- Kenworth's PremierCare Roadside Assistance is available 24/7, year-round, across North America. By calling 1-800-KW-ASSIST, customers can connect with a skilled Kenworth truck specialist who coordinates emergency service and unplanned repairs, schedules preventative maintenance, and accelerates parts ordering. In case of a roadside breakdown, PremierCare at 1-800-KW-ASSIST identifies the nearest certified dealer, arranges towing if necessary, schedules service, and monitors the repair until completion. This service assists in managing breakdowns, warranties, and payments, if applicable. - Kenworth's TruckTech+ is an onboard/mobile diagnostic tool giving customers the ability to monitor their fleet's health and locate the nearest dealer. This system is evolving to also inform customers about parts availability and the nearest dealer's service entry time. - The Kenworth Customer Satisfaction Process (KCSS) is a program used by Kenworth to gather customer feedback on product and service experiences. Customers are contacted, and any unresolved issues are addressed promptly. Many Kenworth dealers also implement their own internal customer satisfaction standards and practices.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	The entire Kenworth commercial truck product line and truck parts are offered to all participating agencies through our extensive Kenworth dealer network in the United States including Alaska and Hawaii. Agency demand for our trucks is strong and we've successfully grown the volume year over year and delivered the highest quality trucks to participating agencies over the past two contracts.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	The entire Kenworth commercial truck product line and truck parts are offered to all participating agencies through the Kenworth Canadian dealer network covering all of Canada. Interest for Kenworth trucks has grown through the Canoe network as seen through increased quote activity, truck orders and deliveries over the past contract. This will continue to be a focus of growth for our Canada dealers.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	All United States and Canadian areas will be fully served.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	All participating agencies in all sectors will be fully served.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No restrictions apply. Kenworth dealers will manage all shipping and delivery requirements needed to support participating agencies in those areas.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	The primary strategy for promoting the contract involves leveraging our vast dealership network and approximately 1,660 dealer sales executives, sales managers, and sales representatives calling on and visiting municipal agencies. We have implemented a Sourcewell support program and online training modules accessible to all Kenworth dealers via our primary internal website. Nearly all of our dealers are actively engaged in promoting and selling the benefits of Sourcewell contract. Dealer promotion of the contract is through various means such as personal outreach, distributing flyers, hosting open house events, and utilizing additional printed materials. A professional brochure was developed specific for the Sourcewell contract and is being updated to include the latest models and battery electric vehicles. Examples have been uploaded in the supporting documents. Kenworth is committed to the ongoing development of marketing materials. The Sourcewell contract is actively promoted at national trade shows as well as local or regional trade shows in which the local dealership supports. Kenworth and dealers use the Sourcewell promotional materials available such as the "Awarded Contract" flags and giveaway items. Many dealers also participate in regional exhibitions specifically targeting the government and municipal sectors. We support and encourage dealer participation and assist with the dealers' creation of their own promotional materials for distribution and display at these events. Kenworth public relations department distributes national press release to the media to announce the Sourcewell contract, a practice we intend to maintain. Additionally, the Kenworth PR Department conducts customer testimonials and key purchases, such as the King County Battery Electric Order, and released to the national media. A sampling of a past press release is uploaded.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	The Kenworth Truck Company's website serves as the primary source for information on all its models and provides a comprehensive directory of all Kenworth dealers. In addition to our website, we actively engage with our audience through various social media platforms, including Facebook, Twitter, and LinkedIn. Our dealer network also leverages these digital tools to promote involvement with the Sourcewell contract and to communicate announcements related to customer procurement through this contract. Over the next several years, Kenworth Truck Company plans to significantly increase our social media presence, with a particular focus on content related to Sourcewell. Furthermore, Kenworth maintains a YouTube channel offering valuable content about our models and featuring customer testimonials. We also offer a mobile app, enabling users to conveniently access information on Kenworth models and locate dealer facilities using their smartphones.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell's main role in promoting this contract will be to make it as easy as possible for agencies to find the appropriate equipment, parts, and truck related services through the various online resources available - primarily the main sourcewell-mn.gov website. Additionally, the training for dealer salespeople through in person courses, webcasts, or personal visits that Sourcewell personnel, such as those conducted in the past, are key to continually promoting the use of the contract. The training about the benefits and continual development of how to approach, listen and respond to agency needs is key to helping dealer salespeople develop the strong trusting relationship with their local agencies. Every day a Kenworth dealer someplace in the United State and Canada is working with an agency or potential participating agency to quote equipment to meet a specific need. We have already integrated the process to quote complete vehicle solutions to agencies under the awarded contract. The additional lead generating online process that Sourcewell has implemented has only enhanced and provides a means to help promote and connect agencies to Kenworth dealers. The process we deploy is similar to the normal sales process and is constantly being refined to provide agencies superior service and responsiveness.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Because of their custom nature, Kenworth trucks cannot be ordered through an e-procurement process. Trucks are exclusively available for purchase through Kenworth dealers. However, parts can be easily obtained through our industry-leading eCommerce tool, Online Parts Counter (OPC). Participating agencies will have access to over 1.4 million parts, available for order 24/7 from any location. This tool boasts mobile-friendly designs, advanced search and filtering options, alternative parts suggestions, and comprehensive product details.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Kenworth dealers provide on-site product training, maintenance/service training, and various other courses tailored to the municipal/vocational truck market as needed upon delivery of the vehicle. When dealing with specialized bodies, vendor-specific representatives are usually engaged to offer operator instructions and address related queries. Additional operator training and/or maintenance and repair training conducted as a training event are provided to a group of individuals upon request. The associated costs for such training will be agreed upon mutually between the Kenworth dealer and the requesting member.	*
41	Describe any technological advances that your proposed products or services offer.	Bendix Wingman and Meritor's OnGuard collision mitigation systems enhance driver safety through active braking and collision avoidance mechanisms utilizing forward-looking radar and windshield-mounted cameras. These systems also incorporate lane-keeping technology, side object detection, adaptive cruise control, and electronic stability control to prevent rollovers. High-Intensity Discharge (HID) headlights and LED headlights offer superior lighting capabilities. LEDs provide excellent wide-range/close-range lighting, while HIDs ensure optimal forward visibility. Zinc-coated frame rails and crossmembers reduce corrosion throughout the truck's lifespan. Additionally, through special request galvanized frame rails may also be available for certain applications. Kenworth's Digital Display features fully digital instrumentation, providing drivers with all necessary operational information. It can be configured to display as much or as little content as desired. TruckTech+ is an innovative technology designed to diagnose and address potential mechanical issues before they impact vehicle operation. This system ensures maximum uptime by empowering drivers and fleet managers to make informed decisions. Key features of TruckTech+ include: • Instant notification of actionable engine and aftertreatment fault information. • Fault codes accompanied by plain language explanations and proposed courses of action. • Over-the-air updates. • Proactive diagnostic and repair planning assistance, including detailed analysis of critical fault codes before the truck arrives at the shop. - The optional Kenworth Nav-Plus infotainment system provides GPS navigation, cell phone (and future Apple Carplay) capabilities, vehicle monitoring including virtual gauges, rear camera display when connected to 3rd party cameras, voice recognition and control, bluetooth connections and WiFi capability all through a seven inch color touch screen display. The display is available in English, Spanish and French Canadian languages.	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	PACCAR, the parent company of Kenworth, has invested more than $7.8 billion in the past decade to enhance environmentally friendly practices in manufacturing and distribution, develop new vehicle models, and pioneer innovative technologies. Kenworth's facilities in Renton, Washington; Chillicothe, Ohio; and Ste. Therese, Quebec have earned the esteemed ISO 14001 certification. This certification acknowledges their effective environmental management systems, which are designed to support the environmentally sustainable production of trucks. Furthermore, 80% of PACCAR's manufacturing sites have achieved "zero waste to landfill" status. This has been accomplished through recycling, the use of reusable containers, and the composting of food and paper waste. Kenworth is also committed to reducing water usage through recycling initiatives, minimizing paint waste with robotic painting systems, and conserving energy through the adoption of new technologies. For example, Kenworth utilizes regenerative dynamometers that capture electricity during vehicle testing. It its product lineup, Kenworth currently offers battery electric vehicles (BEVs) and a comprehensive range of CNG and LNG engines for class 6,7, and 8 vehicles. Additionally, Kenworth plans to introduce a hydrogen fuel cell/electric class 8 vehicle. This configuration will be available and added to this contract at a future date that has yet to be determined.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Kenworth offers a comprehensive range of engines, all of which either meet or exceed the stringent emissions standards set by the Environmental Protection Agency (EPA) and the California Air Resources Board (CARB). Our commitment to environmental responsibility extends beyond just our engines. All Kenworth manufacturing plants are ISO14001 certified, ensuring that our production processes adhere to the highest environmental standards. In recognition of our dedication to sustainability, Kenworth has previously been honored with the Environmental Protection Agency's Clean Air Excellence award. This accolade underscores our ongoing efforts to develop and produce environmentally friendly products. We continuously strive to advance our technologies to reduce greenhouse gas emissions, offering truck models with zero and near-zero emissions. While it's no longer mandatory, we still offer a selection of Kenworth models that are SmartWay Certified. This certification, granted by the EPA SmartWay Transport Partnership, reflects our commitment to collaborating with the freight industry to enhance energy efficiency and diminish emissions.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or HUB partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Since 2018, PACCAR has been recognized by the Women in Trucking Association (WIT) as a "Top Company for Women to Work for in Transportation." The Women in Trucking Association is an organization dedicated to promoting diversity and inclusion, with initiatives designed to foster success and provide opportunities for all. Women in Trucking Press Release uploaded. Furthermore, there are two recognized WMBE Kenworth dealerships: Kenworth of Louisiana, led by Jodie Teuton, and Rihm Kenworth, led by Kari Rihm.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Kenworth specializes in the manufacture of superior-quality, highly customized commercial vehicles ranging from class 5 to class 8. We prioritize the production of high-quality, long-lasting, and extremely durable vehicles, offering customizable cab and chassis options to align with specific truck-related equipment needs. Our services include providing customizable frame layouts, enabling customers or truck equipment manufacturers to specify the placement of frame-mounted equipment to precisely match a specific body type. Additionally, Kenworth offers a range of commercial trucks designed to support sustainability objectives. Our selection includes vehicles equipped with natural gas engines, fully electric medium-duty and heavy-duty drivetrains, and upcoming models powered by hydrogen fuel cell technology. Headquartered in the Pacific Northwest of the United States, Kenworth has a century-long history of leveraging the latest technology to engineer efficient trucks. Our commitment to delivering transportation solutions that meet our customers' needs continues to drive our innovation today.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure.

You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Yes, the Kenworth warranty covers our products parts and labor. Details regarding standard and extended warranty schedules are included in the uploaded documents. The coverage of warranties for Kenworth products varies depending on the specific model and components chosen. While Kenworth provides warranties that parts and labor for its products, some components may be covered by their respective manufacturers. For instance, Cummins engines come with a Cummins warranty, and warranty services for these engines are performed at Kenworth dealerships, with claims directly processed through Cummins. Similarly, Allison transmissions are covered by an Allison warranty. If a Kenworth dealer is not an authorized Allison warranty service provider, they would usually coordinate with a local authorized Allison repair center for any necessary repairs. Additionally, any add-on bodies or other truck-related equipment are covered by the warranties of their respective suppliers. Dealers generally collaborate with these suppliers to facilitate warranty repairs through the appropriate subcontractors.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	If a Kenworth truck is used in what is defined as a sever service application, a specific standard warranty is defined separately for units that fall into this category. Severe service definition and the specific warranty is included in the warranty documents uploaded. A Vehicle Warranty Quick Reference Guide has been uploaded to help further define.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Every breakdown scenario is unique. Kenworth dealers are equipped with the training to make critical decisions required to ascertain the best approach to rectify a warrantable breakdown. Should the breakdown occur within the initial 6 months, or 100,000 miles, and the dealer possesses the necessary resources and capability, and concludes that dispatching a technician for a road call is the most suitable solution, then the dealer will receive reimbursement for such calls under a Kenworth warranty repair.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Kenworth has more than 450 authorized dealers situated across all states of the U.S. and throughout Canada. You can easily find these locations by using the dealer locator tool on www.kenworth.com. It's important to note that for warranty repairs on Kenworth products, they must be carried out by an authorized Kenworth dealer. However, it's also worth mentioning that some warrantable repairs on specific components may be conducted by any authorized location that deals with that component make. Kenworth ensures that Sourcewell participating entities in the United States and Canada receive comprehensive warranty service. All warranty claims will be honored in line with the Kenworth Warranty Agreement applicable at the time of the initial purchase. Furthermore, warranty repairs will be executed following Kenworth's detailed policies and procedures, regardless of whether the truck was purchased from the servicing dealer. Kenworth is dedicated to maintaining the highest standard of service in fulfilling your warranty requirements.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Items manufactured by other companies, such as bodies and additional equipment, are covered by the warranties provided by those specific manufacturers or service providers. The Kenworth dealer will help coordinate or perform the warrantable repair of the add on equipment and manage the claim with the appropriate entity. For items installed by the Kenworth factory but warranted by the component manufacturer, the repairs, when conducted at a Kenworth dealer, are processed through Kenworth Truck Company and then forwarded to the original manufacturer.	*
51	What are your proposed exchange and return programs and policies?	Since each Kenworth truck is custom-built to meet the specific requirements of the purchaser, we do not offer a standard exchange or return program. Any exceptions to this policy are subject to the judgement and approval of the selling Kenworth dealer.	*
52	Describe any service contract options for the items included in your proposal.	Service contract options would be managed through the Kenworth dealer network. Most dealers provide service contracts offering a range of options such as preventative maintenance, towing service, DOT inspections, tire exchange programs, oil analysis, and winter preparation. Service contracts directly through the Kenworth Truck Company are exclusively available through Kenworth's company-owned lease operations, PacLease. PacLease, a division of PACCAR Inc., offers full maintenance leases, rental units, contract maintenance, and other fleet services as part of a comprehensive vehicle solution tailored to meet the needs of its customers. Many Kenworth dealers are involved in this type of business and are equipped to provide these services to customers.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	The base payment terms are net 15 days after released from the Kenworth factory assembly plant with freight prepaid to the first destination in the continental U.S., or Canada. However, most chassis will require a body installation so it will be mutually agreed upon between the Kenworth dealer and participating agency the appropriate payment terms. The selling dealer and participating agencies will mutually determine the best payment method. The Kenworth dealer can coordinate and assist in evaluating alternative payment strategies through Paccar Financial or other financial institutions.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Kenworth dealers will offer a full range of financing and leasing options including municipal leases through Paccar Financial, banks, dealer owned financial entities or other institutions such as those that have a Sourcewell contract.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	The primary standard transaction system used to quote and order the custom class 5, 6, 7 or 8 truck is the Kenworth proprietary PremierSpec sales tool. All vehicle quotes and orders will be through a Kenworth authorized dealer. Dealer Salesperson determines truck model and generates compatible specifications that meet the customers need, meet the specific body installation need, and meets local road regulations and any other requirements. The Kenworth PremierSpec chassis summary report generated will show the proposed chassis specification and total list price (also shown as Total Adjusted Price) equal to the base model list plus all the selected chassis options. This is the list price that the agency discount will apply and include freight to the first continental U.S., or Canada for Canadian members, destination after chassis assembly at the Kenworth factory. An example vehicle summary report is uploaded. Since every State has unique laws and requirements and each total vehicle solution vary greatly depending on use application and body type, each dealership has truck order forms and unique terms and conditions to that are specific to the dealer group and/or area. Kenworth Truck Company does provide a standard Sourcewell contract calculator for all dealerships to use when quoting to help assure pricing integrity to the contract pricing matrix. Given the unique nature of commercial vehicles and the vast number of different bodies that may be installed, the final terms and conditions are mutually agreed upon between the dealer management and participating agency. Standard and optional extended warranty agreements are generated by Kenworth Truck Company and are the same for all dealers in the U.S. or same for the dealers in Canada. Copies are uploaded. Custom warranty agreements are available specific to the end user and are generated by Kenworth Truck Company.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	P-card payment process is typically not used for commercial truck procurement. However, this would be mutually determined between the member and the selling Kenworth dealer.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Truck Chassis Pricing is based on product model discounts: Kenworth truck chassis pricing for class 5 through 8, including battery electric vehicles (BEV), is the custom spec'd truck chassis list price, also known as the "Total Adjusted Price (w/o freight & warranty & surcharges)" in the PremierSpec chassis summary report, less the contract discount for the specific model. Any Tax, CARB required warranty or surcharge, or FET and other Government fees will be applied if applicable. The prices will be in US Dollars. For Canadian agencies purchasing through Canoe, an exchange rate will be added by the dealer at the time of proposal. Each truck quote is custom to meet the needs of the participating agency and therefore final list price varies greatly based on the final set of specifications desired and required to meet the agencies application need. This calculated agency price includes the standard freight from Kenworth factory assembly plant to the first delivery destination in the continental U.S. or Canada. See the uploaded "Sourcewell Discount Matrix for Kenworth Trucks" with the specific discounts by each truck model, the instructions to calculate pricing, and a pricing example that includes a sourced body. Agency price for all vehicle bodies and equipment needed to offer a complete vehicle solution will be at Kenworth dealer sales department cost plus no more than 5%. This includes all potential truck mounted bodies, add on equipment, special training requests, additional or special manuals, special software and/or hardware, subscriptions, special transportation (other than the transport included from the chassis assembly plant to the first specified delivery location which is included in the agency chassis pricing), any and all truck related type services (for body swap from old chassis to new chassis for example) and any flooring or storage costs required, or as mutually agreed upon, for time to allow body installations or services. Agency prices for all electric vehicle support services, infrastructure analysis, and charging systems pricing will be quoted at dealer truck sales department cost plus no more than 5%. Kenworth Truck Parts - PACCAR Parts: The pricing for PACCAR parts is based on product category discounts. The discounts are a percentage off list price amount that range from 0% to 62.96%. Participating agencies will apply for a Paccar Parts Fleet Services (PPFS) account. After applying, establishing credit, and receiving approval, a PPFS account number will be assigned. The PPFS account is required to assure the Sourcewell Kenworth Parts discounts are provided, PACCAR Parts purchases tracked (other truck parts that may be available from the dealer are not included), and PACCAR Parts purchases reported quarterly. The Sourcewell Discount Matrix for Kenworth Parts – United States and one for Canadian is uploaded under Pricing. Used Trucks: Used truck pricing is not to exceed 110% of the NADA calculated retail value of the vehicle plus any existing or add on equipment or services retail value such as, but not limited to, truck bodies, chrome items, headache racks, reconditioning work, repair services, parts, flooring and storage, painting, special warranties, cleaning, transport, inspections and fuel.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	For Kenworth truck chassis the discount from the total list price, generated through the selection of custom options in the PremierSpec System, ranges from 7% to 42.8% depending on the specific model. See the uploaded Kenworth contract discount price matrix for the schedule of discounts off list price for each truck model. Again, it's important to note that each vehicle is custom designed, and the final list price will vary depending on final specifications selected to meet application requirements and agency needs. Truck bodies, equipment, and services and limited to dealer truck sales department cost plus no more than 5% markup. For Kenworth – PACCAR Parts: The discount from the list price ranges from 0% to 62.96% for United States participating agencies from 0% to 60.81% for Canadian participating agencies. The PPFS account is required to assure the Sourcewell Kenworth Parts discounts are provided, the PACCAR Parts purchases tracked (other truck parts that may be available from the dealer are not included), and PACCAR Parts purchases reported quarterly. The Sourcewell Discount Matrix for Kenworth Parts – United States and one for Canadian is uploaded under Pricing. For Used Trucks, it's extremely difficult to quantify a discount due to the extreme variability of custom specification, truck conditions, geographic impacts, body types and condition, and overall market demand. For this reason, used trucks offered by Kenworth Truck dealers are set at a "not to exceed" price of 110% of the NADA calculated retail value of the vehicle plus any existing or add on equipment or services retail value, or truck sales department cost plus 5%, value such as, but not limited to, truck bodies, chrome items, headache racks, reconditioning work, repair services, parts, flooring and storage, painting, special warranties, cleaning, transport, inspections and fuel.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	The pricing included in this offer includes discounts that take into account the total potential volume of all participating agency purchases combined. However, for high volume purchases in a single event, additional discounts will be considered on a case by case by the Kenworth dealer and Kenworth Truck Company cooperatively.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	All sourced products and services are priced at the Kenworth Truck Dealer New Truck Sales Department cost plus no more than 5% markup. The Kenworth dealer will solicit offers from sub-contractors for sourced goods and services needed to offer a complete vehicle solution that meets the end users need. These sourced goods and services include, but are not limited to, any truck body, trailers, truck equipment, tools, support devices, parts and/or maintenance parts kits to be included with the chassis, additional or custom manuals, software, subscriptions, special transportation (other than the standard transportation included in the chassis price to the first delivery destination after the Kenworth factory assembly plant), requested training, extended warranties, and any specialized body or specialized service. Chassis storage and flooring costs may also be quoted, if needed and agreed upon between member and dealer, to manage the costs associated with a chassis waiting for a period of time to allow a body or service installation. All related products mentioned above will be priced no higher than the Kenworth dealer new truck sales department cost plus 5 percent. An example of the common sourced bodies are : Ambulance Truck, Armored Truck, Ashalt Spreader, Atenuater Truck, Auto Carrier, Belly Plow Truck, Beverage Hauling Truck, Block Truck, Boom Truck, Bulkhead, Conveyor Truck, Crane Truck, Crewcab, Day Cab Tractor, Drilling Truck, Dual Drive Truck, Dump Truck, Dumping Flatbed Truck, Expeditor Truck, Extended Cab, Feed Truck, Fire Pumper, Fire Service, Fire Truck, Flatbed Truck, Flatbed with Moffit Forklift, Fork Lift Truck, Fuel Delivery Truck, Garbage Packer, Garbage Side Loader, Grapple Truck, Heavy Haul Tractor, Hook and Lift Truck, Hook Truck, Hopper Truck, Landcape Truck, Logger Truck, Maintenance, Marine Truck, Mixer Truck, Oil Tank Truck, Pintle Hook , Pot Hole Patcher, Potable Water Truck, Pumper Truck, Recycling Truck, Refrigerated Van Truck, Refuse, Rescue Hauler, Roll-Back Recovery Truck, Roll-off Truck, Roll-on/off Truck, Route Tractor, Scissor Lift, Sewer Vac Truck, Side Dump Truck, Sleeper Truck, Snow Plow Truck, Stake Truck, Street Sweeper, Sweeper Truck, Trailers, Transport Truck, Utility bucket truck, Utility Digger Derrick, Utility Service Truck, Utility Truck, Vacuum, Van Truck, Vocational Tractor, Waste Hauling Truck, Water Tank Truck, Wing Plow Truck, and Wrecker Truck. An example of common add on truck equipment is wheel nut covers, mudflaps, fairings, pintle hook, trailer brakes and electrical connections, sleepers, crewcab and extended cab modifications, dual steering modifications, bulkhead, GPS devices, etc. An example of some specialized services are body swaps, body modifications, chassis wheelbase modifications, specialized training, maintenance program, etc. An example of special transportation that might be requested and required would be when needed truck related equipment, a body for example, is assembled and installed on incomplete truck chassis beyond the members community. Or when the members location requires specialized transport such as Hawaii or Alaska.	*

61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Many States or local political divisions have unique laws and potential taxes that are not included and would be added by the selling dealer as required by law. Additionally, unique surcharges may or may not be required depending on the State of registry or use. An example is with the California Air Resources Board (CARB) and the State of California in which a surcharge is required for certain engines to be used in that State. Generally, any federal, state, or local taxes, fees, tag, title, permit, CARB compliance, or other miscellaneous requirements are not included and will be determined and added by the Kenworth dealer as required with each unique state and vehicle offering.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight from the Kenworth factory to the first specified delivery location in the continental United State or Canada is included. Additional transport, most often from the body installer to the local dealer and then for final delivery to the end user, will be arranged by the selling dealer and included in the complete vehicle offer at a price not higher than the dealer sales department cost plus 5 percent. Transport required to deliver to Alaska, Hawaii or other U.S. territories would be offered and priced the same as the additional transport associated with body installations mentioned above.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight from the Kenworth factory to the first specified delivery location in the continental United State or Canada is included. This could include a port in the continental United States, or Canada. Any additional freight for ocean shipment, rail, flatbed, or other transport service required to deliver to Alaska, Hawaii or off-shore would be priced at the Kenworth dealer sales department cost plus no more than 5 percent.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	The Kenworth offer includes all dealer stock units ready for service. The discount matrix applies and supports those participating agencies with the ability to purchase and place in-service needed equipment within weeks compared to months. Additionally, any unique delivery requested by the participating agency is possible. For example, if the agency wishes to purchase the truck chassis separately from the truck body, the delivery of the cab and chassis can be made to any location as they need which would be arranged, and quoted, if necessary, by the Kenworth dealer. For ordered units that require the highest level of expedited shipping from the Kenworth factory, dealer factory pickup or a single drive versus 3 way or 4 way transport may be available and would be determined and quoted by the Kenworth dealer at no more than the sales department cost plus 5 percent.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Kenworth is providing a pricing structure that is better than what is being offered through other cooperative organizations. Additionally, for quantity deals Kenworth and the Kenworth dealer have provided, and will continue to provide, additional special discounts and incentives.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	A pricing calculator has been developed for dealer sales personnel to use when quoting vehicle solutions to participating agencies. The calculator assures the pricing is correct up front during the initial quoting process and assists the dealer in documenting all the economic details. Units are ordered using a special tracking code which assure the units will be reported when final delivery and in-service takes place. At that point, the dealer will use an online link to report additional and final information needed to populate all the required information in the quarterly report. This process has been in place for the past 24 months and has resulted in a substantial improvement in timely reporting and fee remittance. Additionally, the same online link is used by dealers to manage offering participating agencies units from pre-made dealer stock, reporting the detailed information necessary for the quarterly report, and assuring a process and action to assure the administrative fee is collected. All reporting, collection of administrative fees, and final remittance are completely managed by Kenworth Truck Company.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	The primary measurement of success has been unit delivery metrics by state measured quarterly. In addition, those areas that appear to lack typical volumes are addressed by regional sales managers with dealer management to assure sales representatives are properly trained, have the tools to seek out and connect with potential agencies.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Kenworth proposes a $750 flat administrative fee per New Truck or Tractor vehicle to be paid quarterly. Kenworth proposes a 0.5% administrative fee for parts purchases quarterly provided there is a minimum $250,000 total purchases in the quarter. For quarters with total parts purchases less than $250,000 the proposed fee is 0.0%. Kenworth proposes a $250 flat administrative fee per used truck or tractor vehicle to be paid quarterly.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Proposers submitting a proposal in Category 1 as defined herein will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. For example, if a Proposer offers chassis and cabs with Internal Combustion Engines (ICE) as well as chassis and cabs with electric propulsion systems the Proposer should designate it is seeking an award in Category 1 **only**. Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**.

Line Item	Category Selection *	
69	Category 1: All engines, fuel, and propulsion type chassis and cabs	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	

70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Kenworth is offering all truck and tractor models, truck parts, used trucks, and financial and municipal lease services. All offerings are through our contracted Kenworth dealer network throughout the United States and Canada. The truck and tractor products include the entire Kenworth product line of class 5, 6, 7, and 8 vehicles with GVW / GCW ratings from 16,000 lbs. to 140,000 lbs. The base models are: T180, T280, T380, T480, K270, K370, T680, T800, T880, W900, W990 and C500 that include multiple fuel types such as diesel, natural gas, electric, and future additional options such as gasoline, hydrogen, or propane. Biodiesel blend is also offered. Drive types offered include 4x2, 4x4, 6x4, 6x2, 6x6, as well as factory installed pusher axles. Highly specialized vehicles are also offered such as twin steer, right hand drive, or dual drive type configuration. Current electric vehicle models include K270e 4x2 in 26,000 GVWR non-CDL truck configuration. K370e 4x2 in 33,000 GVWR CDL truck configuration. T680e 6x4 in class 8 tractor or truck configuration. Future models will be added as they become available such as hydrogen fuel cell vehicles and next generation battery electric models which match better with vocational bodies and applications. These truck models include all possible factory assembled sales code options included in published data books and non-published factory options (NPO items). All truck body types, equipment, tools, support devices, and services to be installed or provided after chassis assembly are offered as well. These will be offered through Kenworth dealers at the time of truck chassis quotes in order to provide a complete vehicle solution. Kenworth dealers will work with truck equipment manufacturers (body companies) and other entities for necessary equipment and/or services required to meet the needs of the agency and application. This includes, but is not limited to, bodies such as: Ambulance Truck, Armored Truck, Ashalt Spreader, Atenuater Truck, Auto Carrier, Belly Plow Truck, Beverage Hauling Truck, Block Truck, Boom Truck, Bulkhead, Conveyor Truck, Crane Truck, Crewcab, Day Cab Tractor, Drilling Truck, Dual Drive Truck, Dump Truck, Dumping Flatbed Truck, Expeditor Truck, Extended Cab, Feed Truck, Fire Pumper, Fire Service, Fire Truck, Flatbed Truck, Flatbed with Moffit Forklift, Fork Lift Truck, Fuel Delivery Truck, Garbage Packer, Garbage Side Loader, Grapple Truck, Heavy Haul Tractor, Hook and Lift Truck, Hook Truck, Hopper Truck, Landcape Truck, Logger Truck, Maintenance, Marine Truck, Mixer Truck, Oil Tank Truck, Pintle Hook , Pot Hole Patcher, Potable Water Truck, Pumper Truck, Recycling Truck, Refrigerated Van Truck, Refuse, Rescue Hauler, Roll-Back Recovery Truck, Roll-off Truck, Roll-on/off Truck, Route Tractor, Scissor Lift, Sewer Vac Truck, Side Dump Truck, Sleeper Truck, Snow Plow Truck, Stake Truck, Street Sweeper, Sweeper Truck, Trailers, Transport Truck, Utility bucket truck, Utility Digger Derrick, Utility Service Truck, Utility Truck, Vacuum, Van Truck, Vocational Tractor, Waste Hauling Truck, Water Tank Truck, Wing Plow Truck, Wrecker Truck, parts and parts kits, manuals, software, and any specialized body or specialized service. An example of some specialized services are body swaps, body modifications, chassis wheelbase modifications, specialized training, refurbishing, and repainting. Special transportation service will be offered by Kenworth dealers in addition to the standard transport provided as needed depending on the body and application solution. This is typically required when a truck body and/or other related equipment is assembled and installed on incomplete truck chassis. Or when the agencies' location requires specialized transport such as Hawaii. Extended warranties for base chassis, engines, aftertreatment, transmissions, bodies or any other truck related optional extended warranties are offered. Kenworth Truck dealers will work directly with agencies to develop a complete vehicle offering that meets the agencies specific needs. Given the custom nature of each truck being designed to meet the end user and application need, Kenworth dealers and the participating agency will mutually agree upon what is needed in the overall quote, the final delivery expectations, and final terms, conditions, currency type, and payment method. All Kenworth U.S. and Canadian dealers are engaged, supported, and eager to grow relationships and sales with participating agencies to meet their unique and specific commercial vehicle transportation needs. Truck Parts: Kenworth is offering 1.4 million different commercial PACCAR Truck Parts supporting all Kenworth and other types of commercial vehicles through all Kenworth dealers and TRP Stores as well as a 24 hour, 7 days a week, 365 days a year Online Parts Counter - parts.kenworth.com. Used Trucks: Kenworth is offering any type of used commercial truck available through Kenworth dealers.
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Truck Parts: Kenworth is offering 1.4 million different commercial PACCAR Truck Parts supporting all Kenworth and other types of commercial vehicles through all Kenworth dealers and TRP Stores as well as a 24 hour, 7 days a week, 365 days a year Online Parts Counter - parts.kenworth.com. Used Trucks: Kenworth is offering any type of used commercial truck available through Kenworth dealers. Paccar Financial: Kenworth is offering through Paccar Financial lending and lease services. Battery Electric Vehicles (BEVs) require more supporting services than typical ICE vehicles. Kenworth offers assistance both directly and through contracted third parties to analyze the agencies infrastructure needs, establish a comprehensive plan that includes site analysis and recommendations, power / Grid analysis, construction and appropriate charger plans. Additionally, Kenworth has personnel dedicated to assist agencies with funding, grant writing, and application assistance for incentive funds that may be available.
72	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety.	Kenworth trucks are designed and built to the highest quality standards. Kenworth uses high strength aluminum cabs and high-quality materials and components that are tested and pass the extreme tests conducted at the Paccar Technical Center. The Kenworth conventional product line utilizes aluminum cab construction which has been proven in the field to have industry leading durability. Not only are aluminum cabs lighter than stamped steel, they are also corrosion resistant. Kenworth was founded by building high quality, durable, rugged vocational trucks and our cabs can withstand the most severe duties such as heavy dump off road applications. Kenworth trucks are assembled with 120,000 PSI, North American steel. We also offer several different frame rail sizes up to 11-5/8” to accommodate each type of application. Kenworth offers heavy duty bolted crossmembers which provide superior strength, durability, and serviceability over standard welded or stamped steel crossmembers. Each order is analyzed by a team of engineers to make sure that the chassis is spec’d properly and will be capable of the intended service. Standard on nearly every Kenworth truck model, Kenworth's TruckTech+ is an innovative technology designed to diagnose and address potential mechanical issues before they impact vehicle operation. This system ensures maximum uptime by empowering drivers and fleet managers to make informed decisions. Key features of TruckTech+ include: • Instant notification of actionable engine and aftertreatment fault information. • Fault codes accompanied by plain language explanations and proposed courses of action. • Over-the-air updates. • Proactive diagnostic and repair planning assistance, including detailed analysis of critical fault codes before the truck arrives at the shop. Kenworth offers a wide array of standard and optional safety items including LED Headlights, automatic traction control, roll stability, collision avoidance systems with automatic braking such as Bendix Wingman Advanced and Bendix Fusion, lane departure warning, lane centering, side object detection, Bluetooth radios, smart steering wheels for hands on controls, and other driver safety systems that continually enhance driver comfort and safety. Additional driver and user safety features include, but are not limited to, driver self-check which assist with daily driver DOT inspections, headlights on with wipers, audible alarm when door open without park brake, battery disconnect switches, auto neutral with parking brake, various PTO control interlocks, seat belt and occupancy sensors and warnings, high visibility hand holds for cab entry and egress, orange or red seat belts, RollTek side air-bag seats, keyless remote, reverse warning alarm, customer body builder tell-tails (for boom out of stow for example), and constant onboard systems diagnostics with high visibility indicators.

73	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	Kenworth conventional truck models include wide hood openings, up to 90 degrees, with hood safety locks to assure they stay up in windy conditions. The hood opening allows for easier driver checks, maintenance and service procedures. Standard on nearly every Kenworth truck model, Kenworth's TruckTech+ is an innovative technology designed to diagnose and address potential mechanical issues before they impact vehicle operation. This system ensures maximum uptime by empowering drivers and fleet managers to make informed decisions. Key features of TruckTech+ include: • Instant notification of actionable engine and aftertreatment fault information. • Fault codes accompanied by plain language explanations and proposed courses of action. • Over-the-air updates. • Proactive diagnostic and repair planning assistance, including detailed analysis of critical fault codes before the truck arrives at the shop.

Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 1 will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Chassis Type (ICE and/or BEV)	Comments
74	Class 4 chassis	○ Yes ◉ No	Both Chassis Types (ICE and BEV)	Currently Kenworth does not offer a class 4 chassis. *
75	Class 5 chassis	◉ Yes ○ No	Internal Combustion Engine fuel types (ICE)	Kenworth offers a class 5 ICE chassis in a hydraulic brake, 4x2 truck configuration that includes optional installation of any and all body types required to meet the participating agencies need. Diesel, biodiesel blend, and natural gas are available and future gasoline, hydrogen and propane potentially. Potential future availability of battery electric is also possible. *
76	Class 6 chassis	◉ Yes ○ No	Both Chassis Types (ICE and BEV)	Kenworth offers multiple class 6 chassis models. Two with ICE and one fully battery electric (BEV). ICE models available in 4x2 truck or tractor configuration, all-wheel drive, Diesel, biodiesel blend, and natural gas. Future alternative fuels planned include gasoline, hydrogen, and propane potentially. Available in hydraulic or air brakes. These models are highly customizable and include options for extended front frame rail for front engine PTO or snowplow applications. Truck configurations also include optional installation of any and all body types required to meet the participating agencies need such as: Ambulance Truck, Armored Truck, Ashalt Spreader, Atenuater Truck, Auto Carrier, Belly Plow Truck, Beverage Hauling Truck, Block Truck, Boom Truck, Bulkhead, Conveyor Truck, Crane Truck, Crewcab, Day Cab Tractor, Drilling Truck, Dual Drive Truck, Dump Truck, Dumping Flatbed Truck, Expeditor Truck, Extended Cab, Feed Truck, Fire Pumper, Fire Service, Fire Truck, Flatbed Truck, Flatbed with Moffit Forklift, Fork Lift Truck, Fuel Delivery Truck, Garbage Packer, Garbage Side Loader, Grapple Truck, Heavy Haul Tractor, Hook and Lift Truck, Hook Truck, Hopper Truck, Landcape Truck, Logger Truck, Maintenance, Marine Truck, Mixer Truck, Oil Tank Truck, Pintle Hook , Pot Hole Patcher, Potable Water Truck, Pumper Truck, Recycling Truck, Refrigerated Van Truck, Refuse, Rescue Hauler, Roll-Back Recovery Truck, Roll-off Truck, Roll-on/off Truck, Route Tractor, Scissor Lift, Sewer Vac Truck, Side Dump Truck, Sleeper Truck, Snow Plow Truck, Stake Truck, Street Sweeper, Sweeper Truck, Trailers, Transport Truck, Utility bucket truck, Utility Digger Derrick, Utility Service Truck, Utility Truck, Vacuum, Van Truck, Vocational Tractor, Waste Hauling Truck, Water Tank Truck, Wing Plow Truck, and Wrecker Truck. Battery electric model is available in cabover 4x2 truck configuration. *
77	Class 7 chassis	◉ Yes ○ No	Both Chassis Types (ICE and BEV)	Kenworth offers multiple class 7 chassis models. Two with ICE and one fully battery electric (BEV). ICE models available in 4x2 truck or tractor configuration, all-wheel drive, Diesel, biodiesel blend, and natural gas. Future alternative fuels planned include gasoline, hydrogen, and propane potentially. Available in hydraulic or air brakes. These models are highly customizable and include options for extended front frame rail for front engine PTO or snowplow applications. Truck configurations also include optional installation of any and all body types required to meet the participating agencies need such as: Ambulance Truck, Armored Truck, Ashalt Spreader, Atenuater Truck, Auto Carrier, Belly Plow Truck, Beverage Hauling Truck, Block Truck, Boom Truck, Bulkhead, Conveyor Truck, Crane Truck, Crewcab, Day Cab Tractor, Drilling Truck, Dual Drive Truck, Dump Truck, Dumping Flatbed Truck, Expeditor Truck, Extended Cab, Feed Truck, Fire Pumper, Fire Service, Fire Truck, Flatbed Truck, Flatbed with Moffit Forklift, Fork Lift Truck, Fuel Delivery Truck, Garbage Packer, Garbage Side Loader, Grapple Truck, Heavy Haul Tractor, Hook and Lift Truck, Hook Truck, Hopper Truck, Landcape Truck, Logger Truck, Maintenance, Marine Truck, Mixer Truck, Oil Tank Truck, Pintle Hook , Pot Hole Patcher, Potable Water Truck, Pumper Truck, Recycling Truck, Refrigerated Van Truck, Refuse, Rescue Hauler, Roll-Back Recovery Truck, Roll-off Truck, Roll-on/off Truck, Route Tractor, Scissor Lift, Sewer Vac Truck, Side Dump Truck, Sleeper Truck, Snow Plow Truck, Stake Truck, Street Sweeper, Sweeper Truck, Trailers, Transport Truck, Utility bucket truck, Utility Digger Derrick, Utility Service Truck, Utility Truck, Vacuum, Van Truck, Vocational Tractor, Waste Hauling Truck, Water Tank Truck, Wing Plow Truck, and Wrecker Truck. Battery electric model is available in cabover 4x2 truck configuration. *

78	Class 8 chassis	☑ Yes ◯ No	Both Chassis Types (ICE and BEV)	Kenworth offers more than 20 class 8 chassis models. Over twenty models with ICE and one fully battery electric (BEV). ICE models available in 4x2, 4x4, 6x4, 6x6, and 6x2 truck or tractor configuration, all-wheel drive, factory installed pusher or tag axles, GVWR's and GCWR's from 33,000 lbs. to 140,000 lbs., diesel, biodiesel blend, and natural gas engines. Future alternative fuels planned include gasoline, hydrogen, and propane potentially. These models are highly customizable and include options such as extended front frame rails for front engine PTO or snowplow applications and rear engine PTO applications. Truck configurations also include optional installation of any and all body types required to meet the participating agencies need such as: : Ambulance Truck, Armored Truck, Ashalt Spreader, Atenuater Truck, Auto Carrier, Belly Plow Truck, Beverage Hauling Truck, Block Truck, Boom Truck, Bulkhead, Conveyor Truck, Crane Truck, Crewcab, Day Cab Tractor, Drilling Truck, Dual Drive Truck, Dump Truck, Dumping Flatbed Truck, Expeditor Truck, Extended Cab, Feed Truck, Fire Pumper, Fire Service, Fire Truck, Flatbed Truck, Flatbed with Moffit Forklift, Fork Lift Truck, Fuel Delivery Truck, Garbage Packer, Garbage Side Loader, Grapple Truck, Heavy Haul Tractor, Hook and Lift Truck, Hook Truck, Hopper Truck, Landcape Truck, Logger Truck, Maintenance, Marine Truck, Mixer Truck, Oil Tank Truck, Pintle Hook , Pot Hole Patcher, Potable Water Truck, Pumper Truck, Recycling Truck, Refrigerated Van Truck, Refuse, Rescue Hauler, Roll-Back Recovery Truck, Roll-off Truck, Roll-on/off Truck, Route Tractor, Scissor Lift, Sewer Vac Truck, Side Dump Truck, Sleeper Truck, Snow Plow Truck, Stake Truck, Street Sweeper, Sweeper Truck, Trailers, Transport Truck, Utility bucket truck, Utility Digger Derrick, Utility Service Truck, Utility Truck, Vacuum, Van Truck, Vocational Tractor, Waste Hauling Truck, Water Tank Truck, Wing Plow Truck, and Wrecker Truck. Battery electric model is available in class 8 6x4 tractor or truck configuration.	*
79	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	☑ Yes ◯ No	Both Chassis Types (ICE and BEV)	All related body equipment and upfitting is offered. This includes but is not limited to: All type of truck bodies, equipment, accessories, training or other services, and financing options necessary to provide a comprehensive and complete vehicle solution. See Table 14B, Line 70 for the list of body types, equipment, tools, support devices, and services that are included in this offer and pricing is established at the dealer's New Truck Sales Department cost plus no more than 5% markup. Battery Electric Vehicles (BEVs) require more supporting services than typical ICE vehicles. Kenworth offers assistance both directly and through contracted third parties to analyze the agencies infrastructure needs, establish a comprehensive plan that includes site analysis and recommendations, power / Grid analysis, construction and appropriate charger plans. Additionally, Kenworth has personnel dedicated to assist agencies with funding, grant writing, and application assistance for incentive funds that may be available. Commercial Truck Parts: Kenworth – PACCAR Parts is offering over 1.4 million commercial truck parts supporting all Kenworth and other types of commercial vehicles. After applying and receiving approval for a Paccar Parts Fleet Account, purchases can be made through the Kenworth dealer network or through an optional Online Parts Counter available 24 hours a day, 7 days a week, and 365 days a year. The site is located at www.parts.kenworth.com. The pricing for PACCAR parts is based on product category discounts. The discounts are a percentage off list price amount that range from 0% to 62.96%. Participating agencies will apply for a Paccar Parts Fleet Services (PPFS) account. After applying, establishing credit, and receiving approval, a PPFS account number will be assigned. The PPFS account is required to assure the Sourcewell Kenworth Parts discounts are provided, PACCAR Parts purchases tracked (other truck parts that may be available from the dealer are not included), and PACCAR Parts purchases reported quarterly. The Sourcewell Discount Matrix for Kenworth Parts – United States and one for Canadian is uploaded under Pricing. Used Trucks: Kenworth is offering any type of used commercial truck available through the 480+ Kenworth dealer locations. Used truck pricing is not to exceed 110% of the NADA calculated retail value of the vehicle plus any existing or add on equipment or services retail value such as, but not limited to, truck bodies, chrome items, headache racks, reconditioning work, repair services, parts, flooring and storage, painting, special warranties, cleaning, transport, inspections and fuel.	

Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**. See RFP Section II. B. 1 for details.

☑ We will not be submitting for Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments
80	Battery Electric 9ehicle (BE9) Class 4 Chassis	○ Yes ○ No	
81	Battery Electric 9ehicle (BE9) Class 5 Chassis	○ Yes ○ No	
82	Battery Electric 9ehicle (BE9) Class 6 Chassis	○ Yes ○ No	
83	Battery Electric 9ehicle (BE9) Class 7 Chassis	○ Yes ○ No	
84	Battery Electric 9ehicle (BE9) Class 8 Chassis	○ Yes ○ No	
85	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	○ Yes ○ No	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Kenworth Truck and Parts Pricing.zip - Monday March 25, 2024 14:02:52
- Financial Strength and Stability - PACCAR 2023 Annual Report.pdf - Friday March 22, 2024 16:24:33
- Marketing Plan/Samples - Marketing Samples and model brochures used.zip - Wednesday March 27, 2024 19:01:20
- WMBE/MBE/SBE or Related Certificates - WMBE awards.zip - Tuesday March 26, 2024 09:46:44
- Warranty Information - Warranty Documents.zip - Tuesday March 26, 2024 09:36:29
- Standard Transaction Document Samples - Standard Document Samples.zip - Tuesday March 26, 2024 09:38:02
- Requested Exceptions - Exceptions.pdf - Tuesday March 26, 2024 09:53:17
- Upload Additional Document - Dealer Locations sample body company list and technology leader examples.zip - Tuesday March 26, 2024 10:05:37

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer’s Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Mike Kleespies, Director Medium Duty Trucks, Kenworth Truck Co.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Class 4-8 Chassis and Cabs _RFP_032824 Thu March 21 2024 08:45 AM	☑	1
Addendum_6_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 20 2024 12:36 PM	☑	3
Addendum_5_Class 4-8 Chassis and Cabs _RFP_032824 Mon March 18 2024 12:01 PM	☑	1
Addendum_4_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 6 2024 09:38 AM	☑	1
Addendum_3_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 21 2024 04:08 PM	☑	2
Addendum_2_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 14 2024 04:12 PM	☑	1
Addendum_1_Class 4-8 Chassis and Cabs _RFP_032824 Thu February 8 2024 04:24 PM	☑	1

OFFER TO PURCHASE

www.cittrucks.com

Date:	09/13/2025
Deal:	28275
Branch:	109
Department:	New Sales
Salesperson:	Jeff Heiser

Customer: Kane County Division of Transportation
41W011 Burlington Rd.
St. Charles, IL 60175

Dealer: CIT Trucks, LLC. - Rockford
305 W. Northtown Rd.
Suite A
Normal, IL 61761

+SOLD UNITS(s)

Price: $164,322.19
Year: 2026
Make: Kenworth Model: T480

ADDITIONAL UNIT CHARGES
Document Fee — Price: $395.00

ADDITIONAL UNIT CHARGES
Title Fee — Price: $165.00

ADDITIONAL UNIT CHARGES
License Plate Fees — Price: $8.00

ADDITIONAL UNIT CHARGES
Warranty - New KW Medium Duty — Price: $3,955.00

ADDITIONAL UNIT CHARGES
Accessories - New HD KW T400 - FET Exemp — Price: $34,317.65

Unit Price:	$203,162.84
Subtotal:	$203,162.84
Difference:	$203,162.84
	$0.00
	$0.00
	$0.00
Deposit	($5,000.00)
Net:	**$198,162.84**

Balance Due: $198,162.84

ADD ONS INCLUED FOLLOWING
WET LIT PER YOUR SPEC
HEAD RACK DAN PICK OUT
FULL FENDERS AND MOUNT BRACKETS
PINTLE HITCH PER YOUR SPEC
D RINGS
TRILER PLUGS
LIGHT BAR
ALL TERMS AND CONDITIONS APPLY

TRUCK INSPECTION MUST BE DONE ON OR BEFORE DELIE AS WLL AS PAYMENT ON OR BEFORE DELIVERY C TRUCKS

ALL SUCHARGES AND TARIFFS THAT ARE PUT ON TRUCKS BY O E M 'SWILL BE ADDED TO FINAL PRICE

OFFER TO PURCHASE

www.cittrucks.com

Date: 09/13/2025
Deal: 28276
Branch: 109
Department: New Sales
Salesperson: Jeff Heiser

Customer: Kane County Division of Transportation
41W011 Burlington Rd.
St. Charles, IL 60175

Dealer: CIT Trucks, LLC. - Rockford
305 W. Northtown Rd.
Suite A
Normal, IL 61761

+SOLD UNITS(s)

Price: $149,976.19
Year: 2026
Make: Kenworth Model: T480

ADDITIONAL UNIT CHARGES
Document Fee — Price: $395.00

ADDITIONAL UNIT CHARGES
Title Fee — Price: $165.00

ADDITIONAL UNIT CHARGES
License Plate Fees — Price: $8.00

ADDITIONAL UNIT CHARGES
Warranty - New KW Medium Duty — Price: $3,955.00
Unit Price: $154,499.19

+SOLD UNITS(s)

Price: $149,976.19
Year: 2026
Make: Kenworth Model: T480

ADDITIONAL UNIT CHARGES
Document Fee — Price: $395.00

ADDITIONAL UNIT CHARGES
Title Fee — Price: $165.00

ADDITIONAL UNIT CHARGES
License Plate Fees — Price: $8.00

ADDITIONAL UNIT CHARGES
Warranty - New KW Medium Duty — Price: $3,955.00
Unit Price: $154,499.19

+SOLD UNITS(s)

Price: $149,976.19
Year: 2026
Make: Kenworth Model: T480

ADDITIONAL UNIT CHARGES
Document Fee — Price: $395.00

ADDITIONAL UNIT CHARGES
Title Fee — Price: $165.00

ADDITIONAL UNIT CHARGES
License Plate Fees — Price: $8.00

ADDITIONAL UNIT CHARGES
Warranty - New KW Medium Duty — Price: $3,955.00
Unit Price: $154,499.19

+SOLD UNITS(s)

Price: $149,976.19
Year: 2026
Make: Kenworth Model: T480

ADDITIONAL UNIT CHARGES
Document Fee — Price: $395.00

ADDITIONAL UNIT CHARGES
Title Fee — Price: $165.00

ADDITIONAL UNIT CHARGES
License Plate Fees — Price: $8.00

ADDITIONAL UNIT CHARGES
Warranty - New KW Medium Duty — Price: $3,955.00
Unit Price: $154,499.19

Subtotal:	$617,996.76
Difference:	$617,996.76
	$0.00
	$0.00
	$0.00
Deposit	($20,000.00)
Net:	**$597,996.76**

Balance Due: $597,996.76

ALL TERMS AND CONDISITONS APPLY

TRUCK INSPECTION MUST BE DONE AT CIT ROCKFORD PROIR TO DELIVERY

ALL PAPERWORK WILL BE DONE ON OR BEFORE DELIVERY AS WELL AS PAYMENT FOR TRUCKS ON OR BEFORE DELIVEYR

ALL SURCHARGES AND TARIFF 'S THAT ARE PUT IN TRUCKS BY OEM 'S WILL BE ADDED TO FINAL PRICE

THE SPEC IS THE WAY WE PRESENTED IT AND SING OFF OF BY KANE CO DOT ANY CHANGES OR THINGS TH MUST NE ADDED ARE AT THE EXPENSE OF KANE CO DOT

THIS IS A OFFER TO PURCHASE NOT A BID ,NO BID TERMS APPLY

CONTRACT #060920-KTC

Terms and conditions of this offer are set forth at www.cittrucks.com/terms which are incorporated herein by this reference. Purchaser agrees to all terms and conditions in this agreement.

General Manager Printed Name	Purchaser Printed Name
General Manager Signature	Purchaser Signature

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-25-1345

AUTHORIZING THE PLACEMENT OF A HISTORICAL MARKER AND LIBERTY TREE TO HONOR REVOLUTIONARY WAR PATRIOTS BURIED IN KANE COUNTY

WHEREAS, the Elias Kent Kane Chapter of the National Society Daughters of the American Revolution (NSDAR) seeks to recognize and honor the Revolutionary War patriots who later settled in Kane County and whose graves remain within its borders, to celebrate the 250th birthday of the United States of America in 2026. This includes:

- William Bennett (1758-1846), Private from Pennsylvania, buried in God’s Little Acre, Campton Hills;
- John Finley (1760-1846), Private from New Hampshire, died in St. Charles (exact burial location unknown);
- John Gowdy (1759-1854), Private from Connecticut, buried in East Batavia Cemetery, Batavia;
- Abner Powers (1760-1825), Corporal from Massachusetts, buried in Lily Lake Cemetery, Lily Lake;
- Frederick Vaughn (1766-1845), Private from Connecticut, buried in Spring Lake Cemetery, Aurora; and

WHEREAS, the Elias Kent Kane Chapter, NSDAR, proposes the planting of a Liberty Tree, a historic symbol of freedom and unity during the Revolutionary era, alongside a historical marker to provide a visible and lasting tribute to the values of liberty, independence, and civic duty; and

WHEREAS, the proposed site for the marker and Liberty Tree is the historic Kane County Courthouse, located at 100 S. Third Street, Geneva, Illinois, providing public visibility and historical significance while complementing existing commemorative features on the courthouse grounds; and

WHEREAS, the historical marker is proposed to include the wording: “Revolutionary War Soldiers & Patriots of Kane County, Illinois” and will measure approximately 15”w x 19”h, while the Liberty Tree will be an American Elm, grown from seed since Spring 2025; and

WHEREAS, the Elias Kent Kane Chapter, NSDAR, will cover the cost of the marker and tree, and Kane County is respectfully asked to provide site preparation and cement work necessary for the installation; and

WHEREAS, the Elias Kent Kane Chapter, NSDAR, believes this initiative will provide educational value, foster community engagement, and honor the legacy of Kane County’s earliest patriots.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board that:

1. The Kane County Board approves the placement of a historical marker and Liberty Tree at the historic Kane County Courthouse in Geneva, Illinois, to honor Revolutionary War patriots associated with Kane County.
2. Kane County shall provide the necessary site preparation and cement work for the installation of the Liberty Tree and marker.
3. The placement of the marker and tree shall be coordinated with County staff to ensure proper installation, maintenance, and public accessibility; and

BE IT FURTHER RESOLVED, that a copy of this Resolution shall be transmitted to the Elias Kent Kane Chapter, NSDAR, and the relevant County departments to facilitate planning and implementation of the project.

Passed by the Kane County Board on December 9, 2025.

John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing the Placement of a Historical Marker and Liberty Tree to Honor Revolutionary War Patriots Buried in Kane County

Committee Flow:
Administration Committee, Executive Committee, County Board

Contact:
Christine Harmon, Daughters of the American Revolution 630-707-7709

Budget Information:

Was this item budgeted? No	Appropriation Amount: $0
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

A Proposal to Honor the Revolutionary War Patriots who died in Kane County, Illinois with a Historical Marker and Liberty Tree in celebration of “America 250!”

Rooted in Liberty: A Proposal to Honor the Revolutionary War Patriots who died in Kane County, Illinois with a Historical Marker and Liberty Tree in celebration of America 250!

PRESENTED TO:

Kane County Veterans Assistance Commission and the Kane County Board

PROPOSAL BY:

Elias Kent Kane Chapter of the National Society Daughters of the American Revolution (NSDAR)

DAR

Daughters of the American Revolution

Elias Kent Kane Chapter
St. Charles, Illinois

OCTOBER 2025

Table of Contents

AMERICA
250!
Daughters of the
American Revolution

Purpose

This proposal seeks approval to place a historical marker and plant a Liberty Tree in Kane County, Illinois, to honor the Revolutionary War patriots who died and are buried within our county's borders. This initiative will serve as a lasting tribute to their sacrifice and a visible reminder of the values they fought to secure—liberty, independence, and civic duty.

Background

Though Kane County was not yet established during the American Revolution, it is home to the final resting places of many patriots who later settled here as veterans of the war. These individuals carried the spirit of independence westward, helping to shape the early communities of Illinois. Their graves—often modest and tucked away in rural cemeteries—deserve broader recognition and reverence.

The Liberty Tree was a powerful symbol during the Revolutionary era —a gathering place where colonists protested British rule and rallied for freedom. Planting a Liberty Tree today, alongside a historical marker, connects our modern community to that legacy and offers a living tribute to remembrance and patriotism. The tree which we have grown from seed since the spring of 2025 is an American Elm. The American Elm is a species of elm native to eastern North America. The trees can live for several hundred years and are a very hardy species that can withstand low winter temperatures

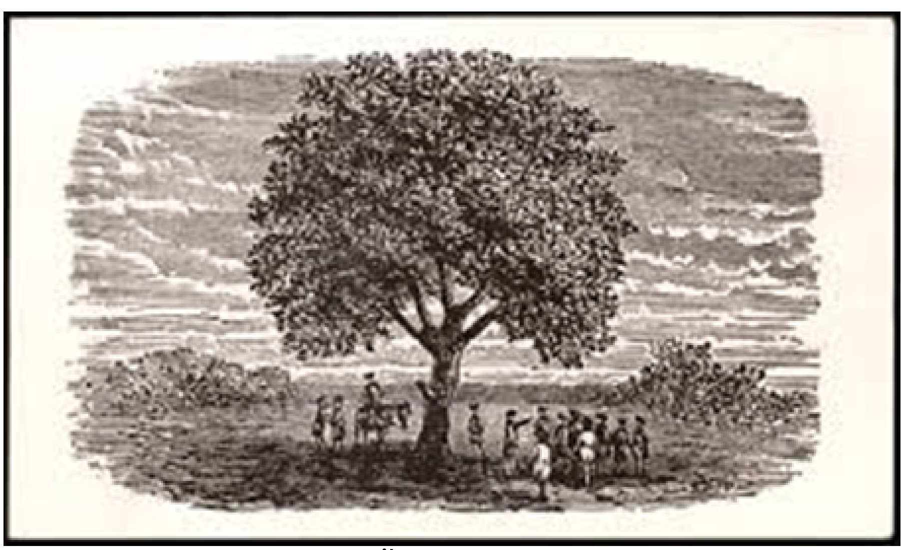
Justification

- **Historical Significance:** The marker will educate the public about Kane County's connection to the Revolutionary War and the patriots who helped secure our nation's independence.

- **Symbolic Legacy:** The Liberty Tree will serve as a living monument, echoing the original trees that stood as beacons of resistance and unity during the Revolution.

- **Educational Value:** The site can be used for DAR programs, school field trips, and community events that promote historical awareness and civic pride.

- **Community Engagement:** This initiative aligns with the DAR's mission of historic preservation, education, and patriotism, and invites collaboration with local governments, historical societies, and veterans' organizations.



Liberty Tree

Revolutionary Patriots of Kane County

- **William Bennett (1758–1846)** – Private from Pennsylvania; came to Illinois in 1836 and is buried in God's Little Acre, Campton Hills.
- **John Finley (1760–1846)** – Private from New Hampshire; died in St. Charles (exact burial location unknown).
- **John Gowdy (1759–1854)** – Private from Connecticut; buried in East Batavia Cemetery, Batavia.
- **Abner Powers (1760–1825)** – Corporal from Massachusetts; buried in Lily Lake Cemetery, Lily Lake.
- **Frederick Vaughn (1766–1845)** – Private from Connecticut; buried in Spring Lake Cemetery, Aurora.

Proposed Location

We respectfully recommend the historic Kane County Courthouse, located at 100 S. Third Street in Geneva, as the preferred site for the placement of the commemorative marker and tree. This location offers both public visibility and historical significance, ensuring that the installation will be properly maintained and appreciated by residents and visitors alike.

Importantly, the courthouse grounds are also home to the Kane County Soldiers and Sailors Memorial, which honors county residents who served in all wars—though notably, it does not include the Revolutionary War. This distinction underscores the relevance and necessity of our proposed marker, which would specifically recognize the contributions of Revolutionary War patriots.

While our preference is to place the marker and tree together to create a unified commemorative site, we remain open to alternative arrangements should space or logistical constraints require flexibility. Our goal is to ensure the installation is both respectful and accessible, contributing meaningfully to the community's historical landscape.

Historic Kane County Courthouse

Timeline & Budget

We propose placing the marker and planting the Liberty Tree in the summer or fall of 2026 to celebrate the 250th birthday of our great nation. The Elias Kent Kane Chapter, NSDAR, will be responsible for the cost of the historical marker and tree. We respectfully ask if the county would be willing to cover the cost of cement work and site preparation for the tree planting.

Plaque Specifications

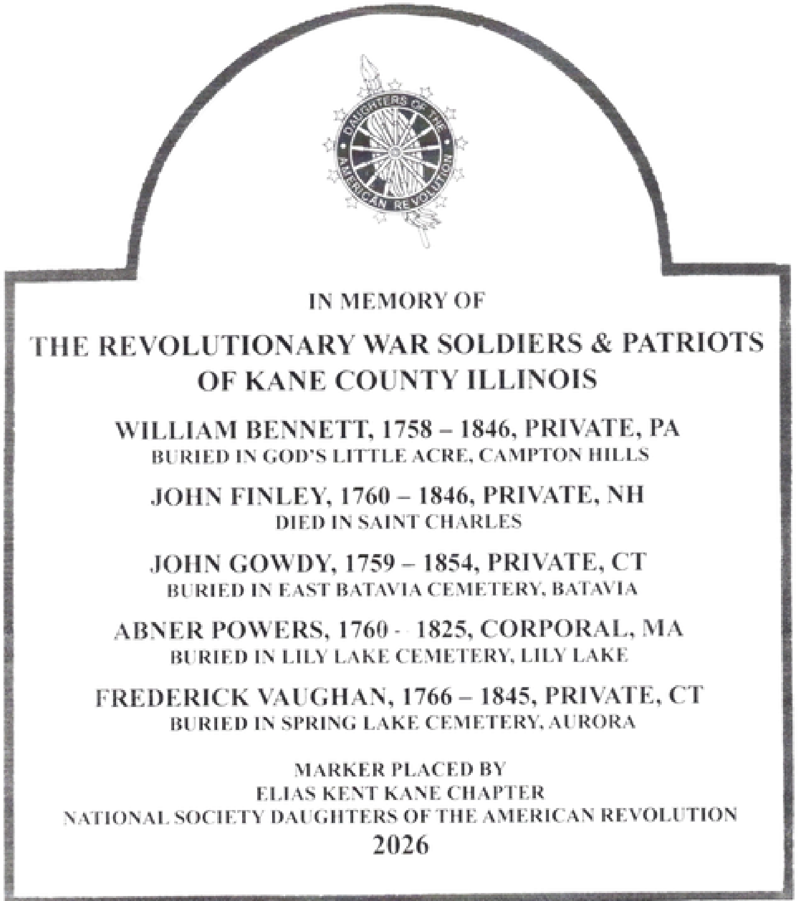
Bronze plaque post and cap format
Single line border
Times New Roman font
DAR insignia top center in arch
Plain textured background
Black or brown painted background
Gloss finish
Post and cap

Example: Bronze Plaque with Post Cap Mount

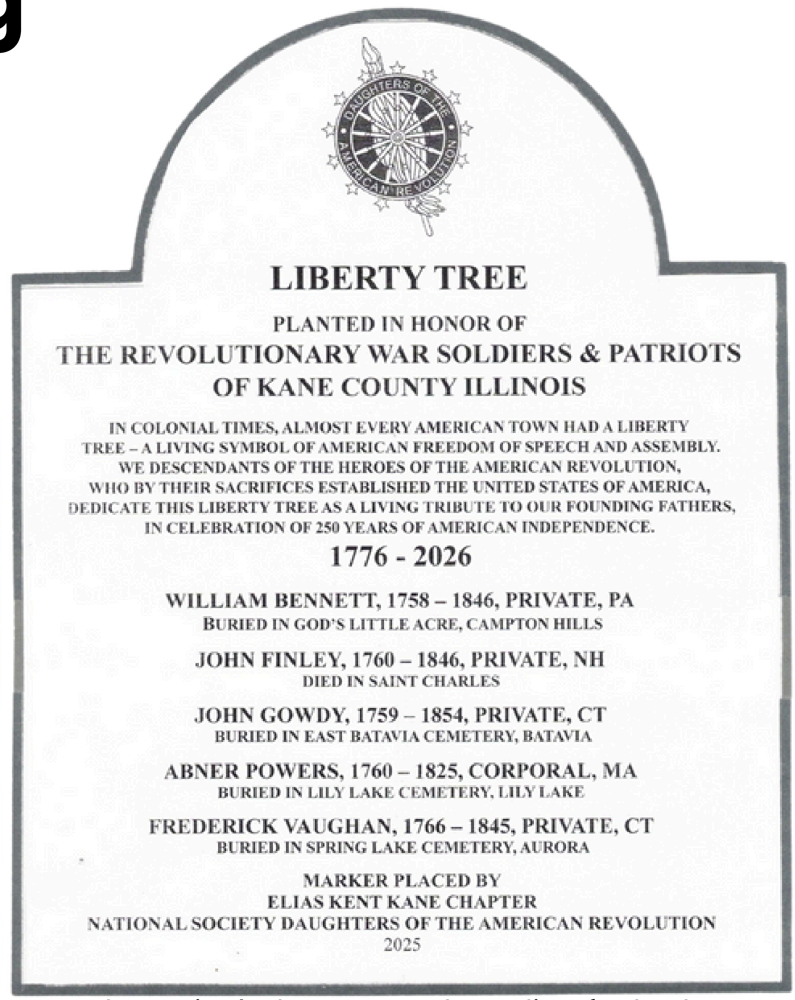
Background colors & plain textured background

Gloss Finish

Mock-Ups & Sizing



Marker to include proposed wording only for Revolutionary War Soldiers & Patriots of Kane County, Illinois
Size: 15"w x 18"h



Marker to include proposed wording for both Liberty Tree & Revolutionary War Soldiers & Patriots of Kane County, Illinois
Size: 15"w x 19"h

American Elm Tree

Current photo of our seedling

The elm tree, belonging to the botanical family Ulmaceae, is a large deciduous tree native to the Chicago area and broader regions of Illinois and North America. Known for its vase-shaped form and fast to moderate growth rate, the elm thrives in full sun with at least six hours of direct light daily. It is well-suited to Northern Illinois, including hardiness zones 3 through 9, and prefers moist, well-drained soil. Notably drought-tolerant, it also withstands alkaline and clay soils, dry sites, and road salt. While its flowers are inconspicuous and not noted for fragrance, the elm offers seasonal interest from early fall through late winter. With its impressive stature—reaching over 40 feet in height—it serves as a resilient and visually striking addition to the landscape, making it an excellent candidate for commemorative plantings such as a Liberty Tree.

Conclusion

By placing a historical marker and planting a Liberty Tree, Kane County will honor its Revolutionary War patriots with dignity and permanence. This tribute will not only preserve their memory but also inspire future generations to reflect on the enduring values of freedom and service.

We respectfully request support and approval for this initiative and welcome the opportunity to collaborate on its planning and dedication.

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Thank You!

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