

Village of Downers Grove
Report for the Village Council Meeting
August 13, 2013 Agenda

SUBJECT:	TYPE:	SUBMITTED BY:
2013 ESRI Annual Maintenance Agreement	✓ Resolution Ordinance Motion Discussion Only	Liangfu Wu Director of Information Services

SYNOPSIS

A resolution has been prepared authorizing the renewal of the annual maintenance agreement for ArcGIS with Environmental Systems Research Institute, Inc. (ESRI) of Redlands, California in an amount not to exceed \$15,100.00.

STRATEGIC PLAN ALIGNMENT

The goals for 2011-2018 include *Exceptional Municipal Organization*.

Fiscal Impact

The approved FY13 budget includes \$14,400 in the General Fund for the software agreement.

Recommendations

Approval on the August 13, 2013 consent agenda.

Background

The Village has used Geographic Information Systems (GIS) technology to support service delivery since the early 1990s. ESRI is a world-wide leader in GIS technology, and the Village's GIS is built by utilizing ESRI products. This annual maintenance renewal is required in order for the Village to continue using ESRI as its GIS platform.

ATTACHMENTS

Resolution
 Annual Maintenance Agreement

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF A CONTRACT
AND ADDENDUM BETWEEN THE VILLAGE OF DOWNERS GROVE AND
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Agreement (the “Agreement”) and Addendum (the “Addendum”), between the Village of Downers Grove (“Customer”) and Environmental Systems Research Institute, Inc. (“Contractor”), for GIS Maintenance, as set forth in the form of the Agreement and Addendum submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement and Addendum, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement and Addendum.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____
Village Clerk

**esri**[®]

380 New York Street
 Redlands, CA 92373
 Phone: 909-793-28533306
 Fax #: 909-793-4801

Quotation

Date: 06/13/2013**Quotation Number:** 25583809**Contract Number:** 2011MPA3795

Village of Downers Grove
 Information SVCS
 801 Burlington Ave
 Downers Grove IL 60515
Attn: Karen Robbins

Send Purchase Orders To:

Esri, Inc.
 380 New York Street
 Redlands, CA 92373-8100
 Attn: Ana Rosales

Please include the following remittance address on your Purchase Order:

Esri, Inc.
 File #54630
 Los Angeles, CA 90074-4630

Customer Number: 13905

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
10	1	52384 ArcGIS for Desktop Advanced (formerly ArcInfo) Concurrent Use Primary Maintenance Start Date: 09/12/2013 End Date: 09/11/2014	3,000.00	3,000.00
1010	1	86497 ArcGIS for Desktop Standard (formerly ArcEditor) Concurrent Use Primary Maintenance Start Date: 09/12/2013 End Date: 09/11/2014	1,500.00	1,500.00
2010	2	86500 ArcGIS for Desktop Standard (formerly ArcEditor) Concurrent Use Secondary Maintenance Start Date: 09/12/2013 End Date: 09/11/2014	1,200.00	2,400.00
3010	1	87194 ArcGIS for Desktop Basic (formerly ArcView) Concurrent Use Primary Maintenance Start Date: 09/12/2013 End Date: 09/11/2014	700.00	700.00
4010	5	87195	500.00	2,500.00

This quotation is valid for 90 days and is subject to your Esri License Agreement. The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri reserves the right to include a price or fee uplift or charge a handling fee appropriate to cover costs associated with implementation and participation in any third party vendor management, procurement, or invoice program required by the customer that passes the fees along to vendors providing products or services.

Issued By: Ana Rosales**Ext:** 3306

[CSBATCHDOM]

To expedite your order, please reference your customer number and this quotation number on your purchase order.



esri[®]

380 New York Street
Redlands, CA 92373
Phone: 909-793-28533306
Fax #: 909-793-4801

Quotation

Page 2

Date: 06/13/2013

Quotation Number: 25583809

Contract Number: 2011MPA3795

Item	Qty	Material#	Unit Price	Extended Price
ArcGIS for Desktop Basic (formerly ArcView) Concurrent Use Secondary Maintenance Start Date: 09/12/2013 End Date: 09/11/2014				
5010	1	115680	5,000.00	5,000.00
ArcGIS for Server Enterprise Standard Up to Four Cores from ArcIMS 9.1 Migrated Maintenance Includes Enterprise Basic Up to Four Cores from ArcSDE 9.1 Migrated Maintenance Bundle				
5020	1	109839		
ArcGIS for Server Enterprise Standard Up to Four Cores Migrated Maintenance Item equals \$2,000.00 of the bundled price. Start Date: 09/12/2013 End Date: 09/11/2014				
5030	1	109840		
ArcGIS for Server Enterprise Basic Up to Four Cores Migrated Maintenance Item equals \$3,000.00 of the bundled price. Start Date: 09/12/2013 End Date: 09/11/2014				

Subtotal	15,100.00
Estimated Tax	0.00
Total	\$ 15,100.00

DUNS/CEC: 06-313-4175 CAGE: 0AMS3



esri[®]
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 Redlands, CA 92373
 Phone: 909-793-28533306
 Fax #: 909-793-4801

Quotation

Page 3

Date: 06/13/2013	Quotation No: 25583809	Customer No: 13905	Contract No: 2011MPA3795
Item	Qty	Material#	Unit Price Extended Price

IF YOU WOULD LIKE TO RECEIVE AN INVOICE FOR THIS MAINTENANCE QUOTE YOU MAY DO ONE OF THE FOLLOWING:

- RESPOND TO THIS EMAIL WITH YOUR AUTHORIZATION TO INVOICE
- SIGN BELOW AND FAX TO 909-307-3083
- FAX YOUR PURCHASE ORDER TO 909-307-3083

REQUESTS VIA EMAIL OR SIGNED QUOTE INDICATE THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION AND THAT YOUR ORGANIZATION DOES NOT REQUIRE A PURCHASE ORDER.

If there are any changes required to your quotation, please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

This transaction is governed exclusively by the terms of the above-referenced contract, if any, or Esri's standard terms and conditions at www.esri.com/legal.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

By signing below, you are authorizing Esri to issue a software support invoice in the amount of \$ 15,100⁰⁰ plus sales tax, if applicable.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Please indicate on your purchase order if this purchase is funded through the American Recovery and Reinvestment Act, and whether Esri is a Prime Recipient, Sub-recipient, or Vendor for reporting purposes.

Liangfu Wu
 Signature of Authorized Representative

6-14-2013
 Date

Liangfu Wu
 Name (Please Print)

Info. Svcs. Director
 Title

**ADDENDUM
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
AND THE VILLAGE OF DOWNERS GROVE**

The following terms shall apply for software maintenance services provided by Environmental Systems Research Institute, Inc. (“Contractor”) to the Village of Downers Grove (“Village”):

A. USE OF VILLAGE'S NAME

The Contractor is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

B. CAMPAIGN DISCLOSURE

Contractor shall execute the Campaign Disclosure Certificate, attached hereto.

C. BILLING & PAYMENT PROCEDURES

Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Contractor within 30 days of receipt of a proper bill or invoice

D. PATRIOT ACT COMPLIANCE

The Contractor represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further warrants to the Village that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person

E. NONDISCRIMINATION

Contractor shall, as a party to a public contract:

- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (b) Certify that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human

Rights of the State of Illinois, is a material part of this Contract.

It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Contractor shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Sec. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Sec. 12101 et. seq.

F. SEXUAL HARASSMENT POLICY

The Contractor, as a party to a public contract, represents that it has a written sexual harassment policy.

G. EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Contractor agrees as follows:

That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military services.

That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or

municipal corporations.

H. DRUG FREE WORK PLACE

Contractor, as a party to a public contract, certifies and agrees that it will provide a drug free workplace and that it has a policy addressing same.

I. STANDARD OF CARE

Services performed by Contractor under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Contract, or in any report, opinions, and documents or otherwise.

J. GOVERNING LAW AND VENUE

This Contract will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions.

K. COOPERATION WITH FOIA COMPLIANCE

Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. 5 ILCS 140/1 et.seq.

L. CONTRACT AMOUNT

Attached hereto and herein incorporated is the following:

Exhibit B. Quotation dated 6-13-13

The amount of this contract shall not exceed \$15,100.00. Any additional work performed that will increase the contract price in excess of this amount must be approved in writing by both parties.

M. INUSURANCE

The Contractor shall be required to obtain, from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, such general liability insurance which, at a minimum, will protect the Contractor from the types of claims set forth below which may arise out of or result from the Contractor's operations under this Contract and for which the Contractor may legally liable:

Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;

Claims for damages resulting from bodily injury, occupational sickness or disease, or death of the Contractor's employees;

Claims for damages resulting from bodily injury, sickness or disease, or death

of any person other than the Contractor's employees;

Claims for damages insured by the usual personal injury liability coverage which are sustained: (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person;

Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

Claims for damages as a result of professional or any other type of negligent action by the Contractor or failure to properly perform services under the scope of the agreement between the Contractor and the Village.

The Contractor shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).

CONTRACTOR:

Company Name

Date: _____

Street Address of Company

Email Address

City, State, Zip

Contact Name (Print)

Business Phone

24-Hour Telephone

Fax

Signature of Officer, Partner or
Sole Proprietor

ATTEST: If a Corporation

Signature of Corporation Secretary

Print Name & Title

VILLAGE OF DOWNERS GROVE:

Authorized Signature

Title

Date

CAMPAIGN DISCLOSURE CERTIFICATE

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the Contract, Contractor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

Contractor has not contributed to any elected Village position within the last five (5) years.

Signature

Print Name

Contractor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name