

Village of Downers Grove
Report for the Village Council Meeting
July 8, 2014 Agenda

SUBJECT:	TYPE:	SUBMITTED BY:
2014 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 FY14 budget includes \$15,100 in the General Fund for the software agreement.

Recommendations

Approval on the July 8, 2014 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
 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 Inc
380 New York Street
Redlands CA 92373

SUBJECT: MAINTENANCE QUOTE

DATE: 06/13/2014
TO: Karen Robbins
ORGANIZATION: Village of Downers Grove
Information Services Dept
FAX #: 630-434-4472 **PHONE #:** 630-434-5492
FROM: Charlotte Jordan
FAX #: 909-793-4801 **PHONE #:** 888-377-4575 Ext. 2602
EMAIL: cjordan@esri.com

Number of pages transmitted
(including this cover sheet): 4

QUOTATION #25636209
DOCUMENT DATE: 06/13/2014

Please find the attached quotation for your forthcoming software maintenance term. Keeping your maintenance current entitles you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date. For details regarding the maintenance program benefits for your licensing, please visit <http://www.esri.com/maintenancebenefits>.

Customers who have multiple copies of some Esri products may have the option of supporting some of their licenses with secondary maintenance. Please contact Customer Service to find out more about the availability of secondary maintenance.

For information about Esri Desktop, Developer software, or Web services terms of use, as well as purchase order terms and conditions, please visit <http://www.esri.com/legal/licensing/software-license.html>.

For details about ECP discounts and waivers for non-profit users please visit <http://www.conservationgis.org/grant>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 Option 5.



esri[®] 380 New York Street
 Redlands, CA 92373
 Phone: 888-377-45752602
 Fax #: 909-793-4801

Quotation

Date: 06/13/2014

Quotation Number: 25636209

Contract Number: 2011MPA3795

Send Purchase Orders To:

Esri, Inc.
 380 New York Street
 Redlands, CA 92373-8100
 Attn: Charlotte Jordan

Please include the following remittance address on your Purchase Order:

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

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

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 Concurrent Use Primary Maintenance Start Date: 09/12/2014 End Date: 09/11/2015	3,000.00	3,000.00
1010	1	86497 ArcGIS for Desktop Standard Concurrent Use Primary Maintenance Start Date: 09/12/2014 End Date: 09/11/2015	1,500.00	1,500.00
2010	2	86500 ArcGIS for Desktop Standard Concurrent Use Secondary Maintenance Start Date: 09/12/2014 End Date: 09/11/2015	1,200.00	2,400.00
3010	1	87194 ArcGIS for Desktop Basic Concurrent Use Primary Maintenance Start Date: 09/12/2014 End Date: 09/11/2015	700.00	700.00
4010	5	87195	500.00	2,500.00

The items on this quotation are subject to the terms set forth herein and the terms of your agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal.

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 may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

Issued By: Charlotte Jordan

Ext: 2602

[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: 888-377-45752602
Fax #: 909-793-4801

Quotation

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Date: 06/13/2014

Quotation Number: 25636209

Contract Number: 2011MPA3795

Item	Qty	Material#	Unit Price	Extended Price
		ArcGIS for Desktop Basic Concurrent Use Secondary Maintenance Start Date: 09/12/2014 End Date: 09/11/2015		
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: 09/12/2014 End Date: 09/11/2015		
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: 09/12/2014 End Date: 09/11/2015		

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

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



esri[®]

380 New York Street
Redlands, CA 92373
Phone: 888-377-45752602
Fax #: 909-793-4801

Quotation

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Date: 06/13/2014	Quotation No: 25636209	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
- EMAIL YOUR PURCHASE ORDER TO Service@esri.com

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, where applicable, Esri's standard terms and conditions at www.esri.com/legal; such terms are incorporated in this quotation by reference. Acceptance is limited to the terms of this quotation. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer or confirmation sent or to be sent by buyer.

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 \$_____ 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.

Signature of Authorized Representative

Date

Name (Please Print)

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 6-13-14

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:
Environmental Systems
Research Institute, Inc. (**Esri**)

Company Name

380 New York Street

Street Address of Company

Redlands, CA 92373-8100

City, State, Zip

909-793-2853

Business Phone

909-793-5953

Fax

Date: June 26, 2014


service@esri.com

Email Address

Customer Service Department

Contact Name (Print)

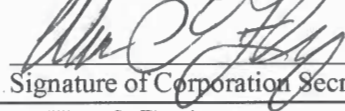
24-Hour Telephone



Signature of Officer, Partner or
Sole Proprietor

Chris Johnson
Manager, Domestic Contracts
Print Name & Title

ATTEST: If a Corporation



Signature of Corporation Secretary

William C. Fleming

VILLAGE OF DOWNERS GROVE:

Authorized Signature

Title

Date

CAMPAIGN DISCLOSURE CERTIFICATE

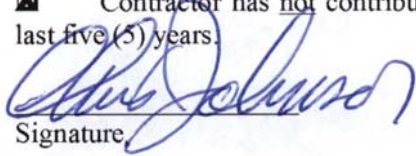
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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

Chris Johnson
Print Name **Manager, Domestic Contracts**

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