

VILLAGE OF DOWNERS GROVE
Report for the Village
3/6/2018

SUBJECT:	SUBMITTED BY:
Award of contract to Blackboard Connect for the Community Wide Notification System	Douglas Kozlowski, Communications Director

SYNOPSIS

A motion is requested to authorize a three-year agreement, with the option to renew two additional years to Blackboard Connect for a community-wide notification system in the amount of \$49,200 (\$16,400 per year).

STRATEGIC PLAN ALIGNMENT

The goals for 2017-2019 include *Exceptional Municipal Services*.

FISCAL IMPACT

The cost for 2018 for this contract is \$16,400. The FY18 Budget includes \$29,000 in the General Fund (Page 4-3, Line 17) for this service. The price provided represents a 55% reduction in the current annual cost.

RECOMMENDATION

Approval on the March 6, 2018 consent agenda.

BACKGROUND

The community-wide notification system allows the Village to send unlimited messages to the entire community via telephone, cellular phone, email or SMS (text messaging). The database provided by the system includes one listed phone number per physical address. Residents and businesses can also enhance their notification profiles to include additional phone numbers and email addresses through a web portal on the Village's website.

Since 2009, the system has been activated a total of 90 times, communicating a variety of emergency and non-emergency messages regarding missing persons, residential burglaries, gas leaks, garbage collection and mosquito spraying.

In September, staff began reviewing the current system, in addition to arranging demonstrations of similar products from other vendors. Review criteria included, administrative user interfaces, the ease of opt-in registration features for the public, geo location functions and pricing.

A Request for Proposals was issued and garnered six responses. Proposals submitted by five other firms ranged in cost from \$38,295 to \$41,988. Staff recommends continuing with Blackboard Connect based on the following:

- A proven track record for reaching all or parts for the community with important messages quickly
- No conversion or start up training time or expense
- Database refreshed monthly
- Updated feature to create specific groups for emergency staff call out and response

Blackboard Connect was responsive and met all of the specifications for the proposal and is offering their services at reduced costs compared to the current contract. Blackboard Connect is the Village's current provider. The following summarizes their features and benefits:

- A preloaded database of listed residential and business telephone numbers for Downers Grove obtained, provided and regularly updated by the vendor.
- The ability to reach all Downers Grove residences and businesses with a prerecorded message within 5 to 10 minutes of activation.
- Unlimited service for telephone, text and email at a fixed annual price.
- The ability to be activated from remote locations over the Village's secure network.
- An App suitable for administrators to create and send messages from mobile devices.
- A web portal accessible through the Village website, hosted by the vendor, that allows residents and businesses to create customized profiles.
- Script and message archiving.
- Personal electronic device selection that enables message recipients to choose the way in which they receive messages.
- The ability to establish pre-selected groups.
- The ability to target geo specific locations within the community.
- Two way messaging suitable for emergency staff call out and response.
- Built in reporting functions that provide time stamped data on call volume, call failures, recipient lists, and emergency staff call outs.
- 24/7/365 proactive client care support

ATTACHMENTS

Agreement

VOID IF EXECUTED AFTER: 03-30-2018
CUSTOMER: Village of Downers Grove

Blackboard

This Blackboard Order Form ("Order Form") by and between **Blackboard Inc.** ("Blackboard") and **Village of Downers Grove** ("Customer") details the terms of Customer's use of the products and services set forth below ("Product and Pricing Summary"). This Order Form, together with the RFP-0-44-2017/TT dated December 18, 2017, inclusive of Blackboard Master Agreement located at <http://agreements.blackboard.com/bbinc/blackboard-new-master-agreement-all-products.aspx>, as amended below in Section D. Special Provisions, and incorporated by this reference, form the entire agreement between the parties in respect of the products and services set forth in the Product and Pricing Summary.

Notwithstanding anything to the contrary in any purchase order or other document provided by Customer, any product or service provided by Blackboard to Customer in connection with a purchase order related to this Order Form is conditioned upon Customer's acceptance of this Order Form and the Blackboard Master Agreement. Any additional, conflicting or different terms proffered by Customer in a purchase order or otherwise shall be deemed null and void. Each of the individuals executing this Order Form represent and warrant that he or she is authorized to execute the Agreement on behalf of Customer or Blackboard, as applicable.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

A. Software & Services Product and Pricing Summary

Qty	Product Code	Product or Service	Initial Term Effective Dates 2/24/2018-2/23/2021	Initial Term Period #1 2/24/2018-2/23/2019 (USD)	Initial Term Period #2 2/24/2019-2/23/2020 (USD)	Initial Term Period #3 2/24/2020-2/23/2021 (USD)	Initial Term Period #4 OPTIONAL 2/24/2021-2/23/2022 (USD)	Initial Term Period #5 OPTIONAL 2/24/2022-2/23/2023 (USD)
20500	BC-STND-GOV	CONNECT GOVERNMENT STND UNLIMITED -RUC, 10001 - 40000 Recipients		\$16,400.00	\$16,400.00	\$16,400.00	\$16,400.00	\$16,400.00
Total				\$16,400.00	\$16,400.00	\$16,400.00	\$16,400.00	\$16,400.00

B. Terms

- The Initial Term of this Order Form shall be as specified in the Product and Services Pricing Summary above.
- Unless otherwise specified in the Product or Service Description above, this Order Form shall be renewed automatically for successive periods of one (1) year (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Customer provides Blackboard, or Blackboard provides Customer, with a written notice to the contrary thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable.
- Effective Date: 02-24-2018

C. Payment Terms

1. All initial and subsequent payments shall be due Net 60. Unless otherwise stated, all prices are in United States currency.
2. Sales Tax: If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.

D. Special Provisions

Amendments to Blackboard Master Agreement for All Products and Services

1. Section 5.2 **Student Data**, and Section 5.12 **EU Data Protection** are hereby deleted
2. Section 9.1 **Fees; Payments**. The first sentence is hereby replaced with the following:
"In consideration for our performance under the Agreement, you agree to pay all fees required by the Order Form, as applicable, which fees will due in accordance with the provisions of the Order Form, but if no such provision is included in the Order Form, then no later than sixty (60) days after the date of an invoice issue to you."
3. Section 10 **Term and Termination** is hereby deleted.
4. Subsections 13.3 **Your Indemnity Obligations**, and 13.4 **Exclusive Remedy**, are hereby deleted.
5. Subsection 15.2 **Conflict Resolution** is hereby replaced in its entirety with the following:
" (a) Any dispute between the Parties relating to this Agreement which cannot be resolved with reasonable promptness shall be referred to a senior representative of each Party with decision making authority to obtain prompt resolution.
 (b) Until the expiration of 30 days from the date of referral to such senior representative, neither Party shall commence any action against the other, provided however, this shall not preclude a Party from instituting an action seeking injunctive relief to prevent irreparable damage to such Party.
 (c) Until the expiration of 30 days from the date of referral to such senior representative, each party shall continue their performance hereunder in all respects regardless of any dispute which may arise between Customer and Blackboard, provided however, this obligation shall not prejudice either Party's rights or remedies it may otherwise have in connection with any dispute between the Parties.
 (d) Notwithstanding the foregoing, the above dispute resolution procedure is not intended to be used for disputes: i) regarding termination by Blackboard for non-payment; ii) concerning actual or alleged violations of each party's confidentiality obligations under the Agreement or other intellectual property rights; and iii) under which equitable relief is sought by either party, including temporary injunctive relief."
6. Subsection 15.4 **Assignment** is hereby deleted.
7. Subsection 15.7 **Force Majeure** is hereby replaced in its entirety with the following:
"Neither Party will be responsible for any failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, internet or other telecommunication delays, fires, floods, labor disturbances, riots, wars, terrorist acts or inability to obtain any export or import license or other approval or authorization of any government authority."
8. Subsection 15.10 **Order of Precedence** is hereby replaced in its entirety with the following:
"In the event a conflict arises between the terms of this Master Agreement and the provisions of the Order Form, Services Guide, or statement of work, the terms of the Order Form inclusive of the RFP will govern. No term or provision set forth or cross-referenced in any purchase order or payment documentation will be construed to amend, add to, or supersede any provision of the Agreement."
9. Subsections 18.1 **Authorized Users; Recipients**, 18.2 **Connect with Teacher**, and 18.3 **Web Portal** are hereby deleted.
10. Subsection 18.5 **Representations, Obligations, and Indemnity** is hereby deleted.

Amendments to the RFP-0-44-2017/TT

1. Appendix 2 – Blackboard Legal Commentary. It is understood between the Parties that all references within the Appendix to the word "City" are hereby replaced with "Village".
2. Appendix 2 – Blackboard Legal Commentary. The Parties agree to add the following sentence to the end of Subsection 17 (a)
"in the event that funds for this Agreement are not appropriated for any individual year during the initial term, despite Customer's good faith efforts to seek appropriate funds, Customer may terminate this Agreement at the end of the final funded year upon no less than sixty (60) days' notice to Blackboard"
3. Appendix 2 – Blackboard Legal Commentary. Subsection 17(c)(ii) is hereby replaced in its entirety with the following:
"pay to Proposer all amounts due and payable under this Agreement for said Service"
4. The Parties agree that Appendix 3 of the RFP Blackboard Pricing is no longer accurate and all relevant information has been captured in the Order Form. Appendix 3 is hereby deleted in its entirety.

Sales Approved:
Initial:

Customer: Village of Downers Grove
Signature:
Name:
Title:
Date:
Attach PO :
Attach Tax Exemption:

Blackboard Inc.
Signature: 
Name: Bill Jones
Title: Deputy General Counsel
Date: February 05, 2018

Village of Downers Grove

Theresa H. Tarka
Purchasing Assistant
Village of Downers Grove
801 Burlington Avenue
Downers Grove, IL 60515

Dear Ms. Tarka:

The Village of Downers Grove has been a trusted partner and Blackboard® Connect Client since 2009. We understand that the needs of your citizenship have grown and our turn-key SaaS Solution with Unlimited Messaging to Multiple Communication platforms lets the Village of Downers Grove team use a single tool for all communication campaigns.

Blackboard Connect provides a highly responsible, unlimited usage solution allowing the Village to achieve maximum flexibility in alerting stakeholders and enabling the Village of Downers Grove leadership to send time-sensitive voice and text notifications to the people they serve quickly and efficiently.

Connect uses a philosophy of proactive, all-inclusive service to work with the Village of Downers Grove representatives to identify, document, and utilize best practices that tie directly to the emergency and communications plans. Connect provides battle-tested capabilities, unlimited training, and 24/7/365 support. The Village of Downers Grove can rely on Blackboard's industry-leading system to send more than 3.6 million 60-second voice mails, 3.2 million SMS messages through short code, and 1.8 million emails per hour.

We look forward to continuing our relationship for many years to come with the Village of Downers Grove and demonstrating the new capabilities of Blackboard Connect. Please contact me at quadir.zarook@Blackboard.com or 202-303-9075 with any questions regarding our response.

Sincerely,

Quadir Zarook

Quadir Zarook
Solution Sales Executive

Village of Downers Grove

EXECUTIVE SUMMARY

The Village of Downers Grove has a population of successful businesses and caring citizens allowing it to be recognized by Forbes as one of America's Friendliest Cities. There is a clear need to be able to communicate with the community in a quick and efficient manner when the need arises. A mass communication system is essential to protect and inform the community of Downers Grove.

Blackboard Connect offers demonstrated superiority in sending time-sensitive mass notifications through our web-based, fully hosted solution. For example, in response to severe winter storms across much of the nation a few years ago, local educational and government leaders used Blackboard Connect to send more than 19.2 million messages in a single day, marking an unprecedented level of outreach in a 24-hour period for the company and the industry.

During and after Hurricane Sandy, Connect sent more than 80 million messages, and during a recent string of severe weather, including tornadoes, Connect sent 2.7 million messages in the span of 2 days. More recently, Blackboard sent more than 200 million messages in January in response to

"By using Blackboard Connect, we not only lowered our labor costs but were able to reallocate those resources to tasks that actually increase revenue"
- Shannon Sweeney, Water Resources Manager, Santa Maria Utility Company

severe winter storms.

INDUSTRY LEADER IN MASS NOTIFICATIONS

Every day our clients rely on Connect to send notifications in emergency situations. Our clients rely on Blackboard's industry-best system every day to send more than 3.6 million 60-second voice mails, 3.2 million SMS messages via short code, and 1.8 million emails per hour. For more than 12 years, Blackboard Connect has demonstrated superior experience sending mass notifications through our web-based, fully hosted systems. Last year alone, Blackboard Connect was used to send more than 1.3 billion messages.

EXTENSIVE ENTERPRISE MANAGEMENT TOOLS

We understand that multi-organizational tools are important to government institutions like the Village of Downers Grove, after more than seven years of service to the second largest school district in the US (and its 878 site locations), we believe we have honed those tools to meet the specific needs of our clients. For example, with Connect, the Village of Downers Grove gets the following:

Highlight	Function
Unlimited Usage Plan	Blackboard Connect operates on an unlimited plan, providing unlimited messages, groupings and sites, and administrators.

Village of Downers Grove

Highlight	Function
GEO Mapping and Translation Services	Connect can isolate different GEO groups and send service-outage messages to an isolated area on a map. In addition, Connect offers translation services that support multiple languages.
Automated Campaigns	The auto-campaign tool lets allows staff set up template messages that they can pre-schedule to send on specific dates and times.
Defined Rights and Roles	Connect is highly configurable to provide granular user rights and roles, restricting data access and administrative oversight to the appropriate personnel.
Comprehensive Features and Functions	Connect includes features like Application Programming Interface (API) integration, two-way messaging, reporting, and data automation.
Unlimited Training	The Village of Downers Grove receives unlimited initial and refresher training for the life of your contract with Blackboard.
User-Friendly Interface	Blackboard Connect provides three-click send capabilities allowing messages to be sent quickly. Our streamlined Message Center puts everything on one screen getting the user to the send button quickly.
Easy Recipient Opt-In	With our easy-to-use MyConnect™ site, community members either register to receive alerts or are automatically registered.
Flexible Messaging	Connect messages are dynamic and can be changed based on the recipient.
Mobile-Only Registration	we have designed a unique, mobile-only registration module that allows users to register their devices through a text message link, without the need for a download or additional software.
Dynamic Groups	Connect offers intuitive filtering at every point in the site hierarchy. Dynamic groups can be created to consistently message contacts that match pre-defined criteria.
24/7/365 Customer Support	Connect provides 24/7/365 customer support to all users at no additional cost. We are pleased to report that Blackboard Connect consistently ranks number one in customer satisfaction.

Village of Downers Grove

Highlight	Function
Structure, Branding, and Customization	Connect can create multiple Levels and Groups to mirror your organizational structure and build a more streamlined communication platform.
Messages Based on Device Location	Our MyConnect recipient mobile app allows registered users to receive messages based on an individual's GPS locations.

OPTIMIZED RELIABILITY AND SPEED

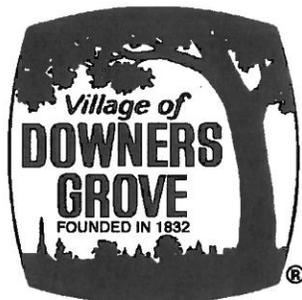
Connect is reliable and fast because we use redundant systems and have Service Level Agreement (SLAs) with multiple telecommunications providers across all major power interconnects. Additionally, our patent-pending call routing and throttling technology was specifically developed to proactively identify local network congestion and re-route calls accordingly.

A DEPENDABLE PARTNER

Our clients also know us for our commitment to investing in cutting-edge technologies. In the last several years, we have made significant investments in emerging trends and have put a high premium on giving our clients the industry-leading, world-class products and services they expect from Blackboard.

With more than a decade of proven performance in the mass notifications industry, and with more than three billion messages sent, we have proven to our clients that we are their dependable partner when it matters most, and we look forward to continuing our partnership with the Village of Downers Grove.

Village of Downers Grove



REQUEST FOR PROPOSAL (Professional Services)

Name of Proposing Company: Blackboard Inc.

Project Name: Community Wide Notification System
 Proposal No.: RFP-0-44-2017/TT
 Proposal Due: Tuesday, December 19, 2017 by 5:00 p.m.
 Pre-Proposal Conference: N/A

Required of Awarded Contractor:

Certificate of Insurance: Yes

Legal Advertisement Published: December 4, 2017

Date Issued: December 4, 2017

This document consists of 20 pages.

Return **original** and **two duplicate copies** of proposal in a **sealed envelope** marked with the Proposal Number as noted above to:

THERESA H. TARKA
 PURCHASING ASSISTANT
 VILLAGE OF DOWNERS GROVE
 801 BURLINGTON AVENUE
 DOWNERS GROVE, IL 60515
 PHONE: 630/434-5530
 FAX: 630/434-5571
www.downers.us

Village of Downers Grove

The VILLAGE OF DOWNERS GROVE will receive proposals Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Village Hall, 801 Burlington Avenue, Downers Grove, IL 60515.

SPECIFICATIONS MUST BE MET AT THE TIME THE PROPOSAL IS DUE.

The Village Council reserves the right to accept or reject any and all proposals, to waive technicalities and to accept or reject any item of any proposal.

The documents constituting component parts of this Contract are the following:

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. PROPOSER'S RESPONSE TO RFP (Professional Services)
- V. PROPOSAL/CONTRACT FORM

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Proposers MUST submit an original, and 2 additional paper copies of the total proposal. Upon formal award of the proposal this RFP document shall become the Contract, the successful Proposer will receive a copy of the executed Contract.

Village of Downers Grove

I. REQUEST FOR PROPOSALS**1. GENERAL**

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Proposals up to Tuesday, **December 19, 2017 at 5:00 p.m.**
- 1.2 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.3 Proposal forms shall be sent to the Village of Downers Grove, ATTN: Theresa Tarka, in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of Proposals.
- 1.4 All Proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Proposal. Telephone, email and fax Proposals will not be accepted.
- 1.5 By submitting this Proposal, the Proposer certifies under penalty of perjury that they have not acted in collusion with any other Proposer or potential Proposer.

2. PREPARATION OF PROPOSAL

- 2.1 It is the responsibility of the Proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services. **DO NOT SUBMIT A PROPOSED CONTRACT. UPON ACCEPTANCE BY THE VILLAGE, THIS RFP DOCUMENT SHALL BECOME A BINDING CONTRACT.**
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of Proposals. All changes or interpretations of the specifications shall be made by the Village in a written addendum to the Village's proposers of record.

Please see Appendix 1 – Signed Addendum 01 RFP-0-44-2017/TT.

- 2.3 In case of error in the extension of prices in the Proposal, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any Proposal including any Proposer's travel or personal expenses shall be the sole responsibility of the Proposer and will not be reimbursed by the Village.
- 2.5 The Proposer hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all

Village of Downers Grove

insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

3. MODIFICATION OR WITHDRAWAL OF PROPOSALS

3.1 A Proposal that is in the possession of the Village may be altered by a letter bearing the signature or name of the person authorized for submitting a Proposal, provided that it is received prior to the time and date set for the Proposal opening. Telephone, email or verbal alterations of a Proposal will not be accepted.

3.2 A Proposal that is in the possession of the Village may be withdrawn by the Proposer, up to the time set for the Proposal opening, by a letter bearing the signature or name of the person authorized for submitting Proposals. Proposals may not be withdrawn after the Proposal opening and shall remain valid for a period of ninety (90) days from the date set for the Proposal opening, unless otherwise specified.

4. RESERVED RIGHTS

4.1 The Village reserves the exclusive right to waive sections, technicalities, irregularities and informalities and to accept or reject any and all Proposals and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of Proposals will not be waived.

II. TERMS AND CONDITIONS

Please see Appendix 2 – Blackboard Legal Commentary

5. VILLAGE ORDINANCES

5.1 The successful Proposer will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

6. USE OF VILLAGE'S NAME

6.1 The Proposer 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.

7. INDEMNITY AND HOLD HARMLESS AGREEMENT

7.1 To the fullest extent permitted by law, the Proposer shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Proposer, its employees, or its subcontractors, and the Proposer shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Proposer shall, at its own expense, satisfy and discharge the same. This agreement shall not be construed as requiring the Proposer to indemnify the Village for its own negligence. The Proposer shall indemnify, keep and save harmless the Village only

Village of Downers Grove

where a loss was caused by the negligent, willful or reckless acts or omissions of the Proposer, its employees, or its subcontractors.

8. NONDISCRIMINATION

8.1 Proposer 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) By submission of this Proposal, the Proposer certifies 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 #11136 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 any contract awarded on the basis of this Proposal.

8.2 It is unlawful to discriminate on the basis of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity, or an unfavorable discharge from military service. Proposer 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.

9. SEXUAL HARASSMENT POLICY

9.1 The Proposer, as a party to a public contract, shall have a written sexual harassment policy that:

- 9.1.1 Notes the illegality of sexual harassment;
- 9.1.2 Sets forth the State law definition of sexual harassment;
- 9.1.3 Describes sexual harassment utilizing examples;
- 9.1.4 Describes the Proposer's internal complaint process including penalties;
- 9.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
- 9.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

10. EQUAL EMPLOYMENT OPPORTUNITY

10.1 In the event of the Proposer'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 Proposer 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

Village of Downers Grove

as provided by statute or regulation. During the performance of this Contract, the Proposer agrees as follows:

- 10.1.1 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 disability unrelated to ability, order of protection status, military status, 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.
- 10.1.2 That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 10.1.3 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 disability unrelated to ability, order of protection status, military status, sexual orientation, or an unfavorable discharge from military services.
- 10.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 10.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 10.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 10.1.7 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

Village of Downers Grove

subcontractor. In the same manner as with other provisions of this Contract, the Proposer 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 Proposer 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 subdivisions or municipal corporations.

11. DRUG FREE WORK PLACE

Proposer, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

- 11.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 11.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 11.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 11.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace from an employee or otherwise receiving actual notice of such conviction.
- 11.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 11.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 11.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

12. PATRIOT ACT COMPLIANCE

- 12.1 The Proposer 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

Village of Downers Grove

Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Proposer further represents and warrants to the Village that the Proposer 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. The Proposer hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

13. INSURANCE REQUIREMENTS

- 13.1 The Proposer 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 Proposer from the types of claims set forth below which may arise out of or result from the Proposer's operations under this Contract and for which the Proposer may legally liable:
- 13.1.1 Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;
 - 13.1.2 Claims for damages resulting from bodily injury, occupational sickness or disease, or death of the Proposer's employees;
 - 13.1.3 Claims for damages resulting from bodily injury, sickness or disease, or death of any person other than the Proposer's employees;
 - 13.1.4 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 Proposer, or (2) by another person;
 - 13.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
 - 13.1.6 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;
 - 13.1.7 Claims for damages as a result of professional or any other type of negligent action by the Proposer or failure to properly perform services under the scope of the agreement between the Proposer and the Village.
- 13.2 The Proposer shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).
- 13.3 As evidence of said coverages, Proposer shall provide the Village with certificates of insurance naming the Village of Downers Grove as an additional insured and include a provision for cancellation only upon at least 30 days prior notice to the Village.

Village of Downers Grove

14. CAMPAIGN DISCLOSURE

- 14.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village shall be required to submit with its submission, an executed Campaign Disclosure Certificate, attached hereto.
- 14.2 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.
- 14.3 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.
- 14.4 By signing the bid or proposal documents, contractor/proposer/bidder/vendor 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.

15. SUBLETTING OF CONTRACT

- 15.1 No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village Manager. In no case shall such consent relieve the Proposer from its obligation or change the terms of the Contract.

All approved subcontracts shall contain language which incorporates the terms and conditions of this Contract.

16. TERM OF CONTRACT

- 16.1 The term of this Contract shall be as set forth in the Detail Specifications set forth in Section III below. This Contract is subject to the Village purchasing policy with regard to any extensions hereof.

17. TERMINATION OF CONTRACT

- 17.1 In the event of the Proposer's nonperformance, breach of the terms of the Contract, or for any other reason, and/or that sufficient funds to complete the Contract are not appropriated by the Village, the Contract may be canceled, in whole or in part, upon the Village's written notice to the Proposer. The Village will pay the Proposer's costs actually incurred as of the date of receipt of notice of default. Upon termination, the Proposer will deliver all documents and products of whatever kind, and their reproducible originals related to the project, which have been produced to the date of the notice of termination.

18. BILLING & PAYMENT PROCEDURES

- 18.1 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

Village of Downers Grove

bill approved for payment must be paid or the payment issued to the Proposer within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Proposer within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

- 18.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Proposer requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.
- 18.4 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.

19. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

- 19.1 The relationship between the Village and the Proposer is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

20. STANDARD OF CARE

- 20.1 Services performed by Proposer 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.
- 20.2 If the Proposer fails to meet the foregoing standard, Proposer will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Proposer's failure to comply with the above standard and reported to Proposer within one (1) year from the completion of Proposer's services for the Project.
- 20.3 For Professional Service Agreements: Project site visits by Proposer during construction or equipment installation or the furnishing of Project representatives shall not make Proposer responsible for: (i) constructions means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; or (iii) for any construction contactor(s') failure to perform its work in accordance with contract documents.

21. GOVERNING LAW

- 21.1 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. Venue is proper only in the County of DuPage and the Northern District of Illinois.

22. SUCCESSORS AND ASSIGNS

- 22.1 The terms of this Contract will be binding upon and inure to the benefit of the parties and

Village of Downers Grove

their respective successors and assigns; provided, however, that neither party will assign this Contract in whole or in part without the prior written approval of the other. The Proposer will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

23. WAIVER OF CONTRACT BREACH

23.1 The waiver by one party of any breach of this Contract or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Contract and will not be construed to be a waiver of any provision except for the particular instance.

24. AMENDMENT

24.1 This Contract will not be subject to amendment unless made in writing and signed by all parties.

25. NOT TO EXCEED CONTRACT

25.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties who have executed the Contract.

26. SEVERABILITY OF INVALID PROVISIONS

26.1 If any provisions of this Contract are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Contract, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

27. NOTICE

27.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

**Village Manager
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515**

And to the Proposer as designated in the Contract Form.

28. COOPERATION WITH FOIA COMPLIANCE

28.1 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.)

Village of Downers Grove

III. DETAIL SPECIFICATIONS

The Village of Downers Grove (the Village) is located 22 miles west of Chicago in DuPage County, Illinois. With a residential population of 48,000 and a daytime population estimated to be over 100,000, Downers Grove is a community of neighborhoods, but also serves as a major regional employment center. There are a total of 17,500 housing units and approximately 3,000 businesses in the community.

The Village is seeking proposals for the purchase of a Community Wide Notification System. Said system shall be capable of delivering emergency and general announcements to all or specific portions of the community within 5 to 10 minutes once activated. The contract term shall be for a (3) three period.

Qualified vendors will be able to provide written guarantees regarding the delivery speed, capacity, security features, redundancy, and delivery methods of their product.

As part of their responses vendors are required to indicate the amount and any potential additional costs of training that is usual and customary for 10 people.

The preferred community wide notification system will have the following characteristics:

- A preloaded database of listed residential and business telephone numbers for Downers Grove obtained, provided and regularly updated by the vendor.
- The ability to reach all Downers Grove residences and businesses with a prerecorded message within 5 to 10 minutes of activation.
- Unlimited service for telephone, text and email at a fixed annual price.
- The ability to be activated from remote locations over the Village's secure network.
- An App suitable for administrators to create and send messages from mobile devices.
- A web portal accessible through the Village website, hosted by the vendor, that allows residents and businesses to create customized profiles.
- Script and message archiving.
- Personal electronic device selection that enables message recipients to choose the way in which they receive messages.
- The ability to establish pre-selected groups.
- The ability to target geo specific locations within the community.
- Two way messaging suitable for emergency staff call out and response.
- Built in reporting functions that provide time stamped data on call volume, call failures, recipient lists, and emergency staff call outs.
- 24/7/365 proactive client care support

Village of Downers Grove

IV. PROPOSER'S RESPONSE TO RFP (Professional Services)

(Proposer must insert response to RFP here. DO NOT insert a form contract, the RFP document including detail specs and Proposer's response will become the Contract with the Village.)

- **A preloaded database of listed residential and business telephone numbers for Downers Grove obtained, provided and regularly updated by the vendor.**

Yes. Blackboard Connect imports an updated "white page" listing monthly based on the Village's jurisdictional boundaries. Our third-party data provider researches over 250 different sources of published data to keep the system as up-to-date as possible.

- **The ability to reach all Downers Grove residences and businesses with a prerecorded message within 5 to 10 minutes of activation.**

Yes. Blackboard Connect immediately begins to spool "Emergency" Message Types when the "Send" button is selected and all phone numbers, e-mail addresses, and SMSText numbers are activated. In addition, Facebook, Twitter, and RSS Feeds are updated and transmit at the same time giving the Village a consistent multi-modal messaging platform.

- **Unlimited service for telephone, text and email at a fixed annual price.**

Yes. Blackboard Connect's annual subscription provides unlimited use of phone, e-mail, SMSText, Social Network Integrations, and any RSS/CAP feeds the Village wishes to push messages to. Please see **Appendix 3 – Blackboard Pricing**.

- **The ability to be activated from remote locations over the Village's secure network.**

Yes. Blackboard Connect is a fully-hosted, SaaS system that is available anywhere there is an internet connection. The Village can also send messages through the Mobile App, Dial-in Messaging Card, and by calling our 24/7/365 Client Support line.

- **An App suitable for administrators to create and send messages from mobile devices.**

Yes. Blackboard Connect has iOS and Android Apps to send messages from mobile devices. The Village can also activate the User Interface through the browser on a mobile device.

- **A web portal accessible through the Village website, hosted by the vendor, that allows residents and businesses to create customized profiles.**

Yes. The Blackboard Connect MyConnect Portal allows the Village to offer an open subscription method giving the Recipient full control over their messaging. The portal subscriber can include family members as contacts in their portal record with up to ten phone numbers with Phone/SMSText capabilities, ten e-mail addresses, and five physical street addresses. The Village can also publish portal groups for targeted messaging.

- **Script and message archiving.**

Yes. Blackboard Connect has a Script Library for all message delivery modes and a flexible Template messaging where the Village can pre-build all messages with as little or as much content as desired, including targeted audience for easy access and quick message sending. Each Admin User can have up to ten favorite templates that appear on their Home Page, the Blackboard Connect App, and on their Dial-in Messaging Card.

Village of Downers Grove

- **Personal electronic device selection that enables message recipients to choose the way in which they receive messages.**

Yes. The Blackboard Connect MyConnect App allows portal registrants to receive their messages through their mobile devices (including watches) and manage their portal subscriptions. The MyConnect Portal app works with the geo-fencing (mapping) feature and allows Admin Users to capture MyConnect Portal devices to be captured by map shape during the “Send A Message” process.

- **The ability to establish pre-selected groups.**

Yes. The Blackboard Connect Admin User can create an unlimited number of groups manually and by import.

- **The ability to target geo specific locations within the community.**

Yes. Blackboard Connect’s geo-mapping ESRI-based system gives the Village the ability to draw maps, use saved maps, and upload ESRI shape files. Blackboard Connect’s mapping system is user friendly and flexible with multiple features in the mapping program including geo-fencing for MyConnect Portal App users.

- **Two way messaging suitable for emergency staff call out and response.**

Yes. Blackboard Connect offers “2-Way Message Response” through phone, e-mail, and SMSText. Both the e-mail and SMSText delivery modes feature “Additional Content” whereas the Recipient can both respond to the message, but add any additional information needed for the Admin User group. The Recipients are grouped by response, allowing the Admin Users to send messages to selected groups, or by individual Recipient.

- **Built in reporting functions that provide time stamped data on call volume, call failures, recipient lists, and emergency staff call outs.**

Yes. Blackboard Connect creates full “Delivery Details” Reports that can be exported and manipulated by the Village; ad-hoc reports are also available by selecting individual results. Additional comprehensive reports are available in the Reports tab. If there are any reports not available via the User Interface, the Village can request these via Customer Support.

- **24/7/365 proactive client care support**

Yes. Blackboard Connect Customer Support is 24/7/365.

Village of Downers Grove

V. PROPOSAL/CONTRACT FORM

*****BLACKBOARD'S THIS SUBMITTED PROPOSAL, AND THE TERMS AND CONDITIONS INCLUDED IN THE LEGAL QUALIFICATIONS AND EXCEPTIONS SUBMITTED BY PROPOSER WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE, SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

Entire Block Must Be Completed When A Submitted Proposal Is To Be Considered For Award

PROPOSER:

Blackboard Inc.
Company Name

Date: 12/18/17

1111 19th Street, NW
Street Address of Company

bill.jones@blackboard.com
Email Address

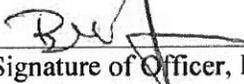
Washington, DC 20036
City, State, Zip

Bill Jones
Contact Name (Print)

202-463-4860
Business Phone

13-Hour Telephone

202-460-4863
Fax


Signature of Officer, Partner or Sole Proprietor

Bill Jones, Deputy General Counsel
Print Name & Title

ATTEST: If a Corporation


Signature of Corporation Secretary

VILLAGE OF DOWNERS GROVE:

Authorized Signature

ATTEST:

Title

Signature of Village Clerk

Date

Date

In compliance with the specifications, the above-signed offers and agrees, if this Proposal is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

Village of Downers Grove



VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEASE PRINT OR TYPE):

NAME: Blackboard Inc.
 ADDRESS: 1111 19th Street, NW
 CITY: Washington
 STATE: DC
 ZIP: 20036
 PHONE: 202-463-4860 FAX: 202-463-4863
 TAX ID #(TIN): 52-2081178

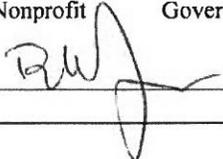
(If you are supplying a social security number, please give your full name.)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: Finance Ops
 ADDRESS: P.O. Box 200154
 CITY: Pittsburgh
 STATE: PA ZIP: 15251

TYPE OF ENTITY (CIRCLE ONE):

Individual	Limited Liability Company –Individual/Sole Proprietor
Sole Proprietor	Limited Liability Company-Partnership
Partnership	Limited Liability Company-Corporation
Medical	Corporation <input checked="" type="checkbox"/>
Charitable/Nonprofit	Government Agency

SIGNATURE:  DATE: 12/18/17

Village of Downers Grove

PROPOSER'S CERTIFICATION (page 1 of 3)

With regard to RFP-0-44-2017/TT, Proposer Blackboard Inc. hereby certifies
(Name of Project) (Name of Proposer)
the following:

1. Proposer is not barred from bidding this Contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS 5/2-105(A)(4);
3. ~~Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.~~ Not applicable to the services contemplated in the response.
4. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.

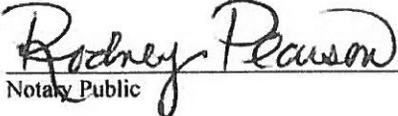
BY: 
Proposer's Authorized Agent

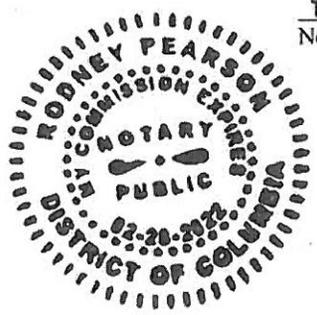
5	2	-	2	0	8	1	1	7	8
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FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me
this 13th day of December, 2017.


Notary Public



Village of Downers Grove

PROPOSER'S CERTIFICATION (page 2 of 3)

(Fill Out Applicable Paragraph Below)

(a) Corporation

The Proposer is a corporation organized and existing under the laws of the State of Delaware, which operates under the Legal name of Blackboard Inc., and the full names of its Officers are as follows:

President: William "Bill" Ballhaus

Secretary: Stuart Kupinsky

Treasurer: Lisa Mayr

and it does have a corporate seal. (In the event that this Proposal is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

(b) Partnership

Signatures and Addresses of All Members of Partnership:

The partnership does business under the legal name of: _____
which name is registered with the office of _____ in the State of _____.

(c) Sole Proprietor

The Proposer is a Sole Proprietor whose full name is: _____
and if operating under a trade name, said trade name is: _____
which name is registered with the office of _____ in the State of _____.

5. Are you willing to comply with the Village's preceding insurance requirements within 13 days of the award of the contract? Yes *

Insurer's Name Lockton Companies

Agent Victoria Futchey

Street Address 1801 K Street, NW,

* Blackboard maintains insurance policies and conditions as required within its industry standards and if requested (or upon award of the contract) by Village, Blackboard will provide a copy of its insurance certificate.

Village of Downers Grove

PROPOSER'S CERTIFICATION (page 3 of 3)City, State, Zip Code Washington, DC 20006Telephone Number 860.678.4075**I/We affirm that the above certifications are true and accurate and that I/we have read and understand them.**Print Name of Company: Blackboard Inc.Print Name and Title of Authorizing Signature: Bill Jones, Deputy General CounselSignature: Date: 12/18/17

Blackboard

Blackboard Inc.

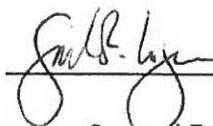
1111 19th St., 9th Floor, NW
Washington, DC 20036 USA
Blackboard.com

Assistant Secretary's Certificate

Blackboard Inc.

The undersigned, Samuel E. Logan, hereby certifies that he is the duly elected Assistant Secretary of Blackboard Inc. (the "Company") and further certifies on behalf of the Company that William (Bill) Jones, Senior Director, Deputy General Counsel, is duly authorized to execute on behalf of the Company contracts relating to any Blackboard products and services, and any and all related documents, certificates and instruments, and take any and all such actions, in each case as he deems necessary or desirable to carry out the purposes and intent of the Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of November 6, 2017



Samuel E. Logan
Assistant Secretary

Village of Downers Grove

Suspension or Debarment Certificate
--

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the Proposer certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency;
2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default that would affect Proposer's ability to deliver the services contemplated in this proposal.

If the Proposer is unable to certify to any of the statements in this certification, Proposer shall attach an explanation to this certification.

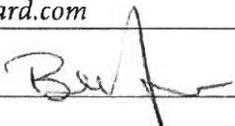
Company Name: Blackboard Inc.

Address: 1111 19th Street, NW

City: Washington, DC Zip Code: 20036

Telephone: (202) 463-4860 Fax Number: (202) 463-4863

E-mail Address: bill.jones@blackboard.com

Authorized Company Signature: 

(Print)Name: Bill Jones Title of Official: Deputy General Counsel

Date: 12/18/17

Village of Downers Grove

Campaign Disclosure Certificate

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate.

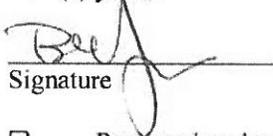
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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 bid or proposal documents, contractor/proposer/bidder/vendor 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:

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


Signature

Bill Jones, Deputy General Counsel
Print Name

Proposer/vendor 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

Village of Downers Grove

Blackboard Appendices

Appendix 1 – Signed Addendum



www.dgweb.org

December 8, 2017

COMMUNITY RESPONSE
CENTER
630.434.5285

**ADDENDUM 01
RFP-D-44-2017/TT
Community Wide Notification System**

CIVIC CENTER
501 Burlington Avenue
Downers Grove
Phone: 630.434.5285
630.434.5200
TTY: 630.434.5211
Fax: 630.434.5271

An addendum has been posted for the above to address the following questions:

1. Please confirm that Downers Grove would be willing to accept amendments to the terms and conditions of the RFP.

The Village is willing to review and discuss addendums proposing changes to the RFP.

2. Section 3, page 12 states "The contract term shall be for a (3) three period." Is this supposed to mean a (3) three year period?

Yes - The contract term shall be for a (3) three year period.

3. How regularly does the Village require that the preloaded database of listed telephone numbers is updated by the vendor?

The preloaded database of listed telephone numbers should be updated monthly.

FIRE DEPARTMENT
ADMINISTRATION
501 Burlington Avenue
Downers Grove
Phone: 630.434.5211
630.434.5000
Fax: 630.434.5208

Please sign and return this addendum with your bid documents.

POLICE DEPARTMENT
501 Burlington Avenue
Downers Grove
Phone: 630.434.5207
630.434.5000
Fax: 630.434.5200

Sincerely,

VILLAGE OF DOWNERS GROVE

Theresa H. Tarka

Theresa H. Tarka
Purchasing

PUBLIC WORKS
DEPARTMENT
501 Burlington Avenue
Downers Grove
Phone: 630.434.5210
630.434.5200
Fax: 630.434.5195

Village of Downers Grove

Appendix 2 – Blackboard Legal Commentary

VILLAGE OF DOWNERS GROVE ("CITY")
COMMUNITY WIDE NOTIFICATION SYSTEM ("RFP")

Legal Qualifications & Exceptions to RFP Terms and Conditions

Blackboard ("Proposer") respectfully requests the opportunity to present comments to terms of the RFP, and specifically the Professional Services Agreement. If any of the comments will result in a denial of an award to Proposer, Proposer respectfully requests the opportunity to present our reasoning and negotiate with the City prior to a final determination. City and Proposer may hereinafter be collectively referred to as, the "Parties" and individually, the "Party".

RE: Blackboard Conect Mass Notificaton Service (the "Service")

Blackboard's terms governing use of the Service are available at <http://agreements.blackboard.com/bbinc/blackboard-new-master-agreement-all-products.aspx> and shall be deemed incorporated by reference into the resulting Agreement.

In addition, Proposer respectfully submits the following comments to the RFP terms and conditions:

1. Proposer respectfully submits the following language as supplemental to, and in qualification of, RFP Section 7:

7.2 Authorized Users; Recipients. Your authorized users are your employees. You will only use the Product and Service to send messages to the number and type of Recipient(s) specified in the Order Form, and to the extent not so specified, as defined below. You will provide all contact data for Recipients (the "**Recipient Data**"). Unless otherwise indicated on an Order Form, telephone messages may only be sent to telephone numbers from the North American Numbering Plan from the 48 contiguous United States, Alaska and Hawaii, and Canada. Additional charges incurred by the Recipient for messages, including but not limited to text message fees or data fees, shall be payable by you or Recipient. Unless otherwise specified on the Order Form, a "**Recipient**" shall be the following with respect to each type of customer entity listed:

- **K-12 Institution:** Parents of enrolled students, administrators, students, faculty, staff, and board members of the institution.
- **Higher Education Institution:** Enrolled students, faculty, and staff of the institution.
- **Government:** Households, businesses, and other related individuals within the government entity's jurisdiction.
- **Corporate:** Employees, consultants, contractors, and board members of the corporation.

Weather Alerts. If you are purchasing our weather alerts Service, you acknowledge and agree that we are delivering weather information created and provided by a third-party public service, and not by us. Weather forecasting is an inexact science. We shall have no responsibility or liability whatsoever to you or any other person or entity, parties and non-parties alike, for any inconsistency, inaccuracy, or omission for weather or events predicted or depicted, reported, occurring or occurred. **IN NO EVENT WILL WE BE RESPONSIBLE FOR ACTIONS OR LACK OF ACTION TAKEN TO PRESERVE LIFE OR PROPERTY.**

Representations, Obligations, and Indemnity. You represent and warrant that: (a) you will comply with all Laws and contracts in connection with use of Recipient Data, the Product and Service, and with respect to the content and transmission of calls, texts, and other messages ("**Messages**") sent using the Product and Service, including, without limitation, all federal and state telemarketing-related laws, rules and regulations, the Telephone Consumer Protection Act (47 U.S.C. § 227) and the FCC's implementing regulations (47 C.F.R. § 64.1200) (such laws, rules and regulations, as amended from time-to-time, collectively, the "**Telemarketing Laws**"); (b) as to each Recipient to be contacted by us on your behalf, you have obtained all consents that may be required by the Telemarketing Laws and your privacy policies; (c) you will retain documentary proof of such consents for at least five (5) years from the date the Recipient's contact information is provided by you to us; (d) you will suppress and will not provide to us contact information for any Recipient who has registered his or her telephone number on the national Do-Not-Call Registry,

any similar state registries or has otherwise indicated that he or she does not wish to be contacted by you or us; (e) you will have in place reasonable safety and emergency response procedures in the event of an emergency (including without limitation, notifying 911 or equivalent, fire, police, emergency medical, and public health, collectively, "**First Responder Services**") which do not utilize the Product and Service; (f) you will not take actions that will subject Blackboard to any Laws due to the import of Recipient Data; (g) you will provide a reasonable means for Recipients to rescind consent to receive Messages and will not send Messages to Recipients who have opted out of receiving Messages from you; (h) if you purchase data from us, you will only use such data purchased from us to contact individuals pursuant to the use of the Product and Service and are prohibited from downloading or making copies of such data purchased from us if such activity would violate a Law or contract; and (i) where you are providing a Recipient count or other data for the purposes of our Product and Service pricing quotations, such information shall be true and correct. You will designate qualified personnel to act as liaisons between you and us respecting technical, administrative and content matters, and providing accurate and current contact information. We shall have the right to require you to provide a legal compliance plan in connection with your use of our mass notification services, and audit your compliance with such plan as well as with subsections (a), (b), (c), (d), and (g) above. Failure to comply with any provision of this Section is a material breach of this Agreement.

Except to the extent prohibited by Law, including Laws providing for the sovereign immunity of government entities, you agree to indemnify, defend and hold us harmless from and against all claims, lawsuits, proceedings, causes of action, damages, liabilities, losses, judgments, fines, penalties, costs, and expenses (including attorneys' fees) relating to or arising out of your breach of the foregoing representations and warranties, or in connection with any claim or action from a third party that arises from the sending (or inability to send or receive), content, or effects of any Messages you distribute using, or your failure to use, the Product and Service. In connection with such indemnity and defense obligations related to a third party claim, lawsuit, etc., (i) we may participate therein (but not control) through counsel of our own choosing, which participation shall be at our sole expense, and (ii) you shall not settle or permit the settlement of any such third party claim, lawsuit, etc. without our prior written consent, which consent shall not be unreasonably withheld. This Section shall survive any termination of this Agreement.

Emergency & Outreach Messaging. If you are purchasing Messaging restricted by use-case, the following definitions shall apply. An "**Emergency**" is an incident, situation or natural phenomenon that: (i) is immediately threatening to life, health, property or the environment; or (ii) has caused loss of life, health detriments, property damage or environmental damage; or (iii) has a high probability of escalating to cause immediate danger to life, health, property or environment. An "**Emergency Message**" is a Message sent to all Recipients in connection with an Emergency. An "**Outreach Message**" is a Message sent to one or more Recipients for general outreach and informational purposes that is not an Emergency Message.

Remedies and Disclaimers. Due to the nature of mass notification services, in the event of the Product and Service's failure to comply with the Agreement, notwithstanding anything to the contrary in the RFP or Agreement, your sole and exclusive remedy shall be to terminate the Service. You acknowledge and agree that the Product and Service is not intended, nor designed, for use in high-risk activities, or in any situation where failure of the Product and Service could lead to death, personal injury, or damage to property, or where other damages could result if an error or outage occurred. The parties further agree that, **NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN THE AGREEMENT OR RFP, to the extent not prohibited by Law, WE SHALL NOT BE LIABLE FOR ANY DEATH, PERSONAL INJURY, OR DAMAGES ARISING OUT OF OR RELATED TO USE OF THE PRODUCT AND SERVICE.** You acknowledge and agree that your primary recourse in the event of any actual or potential threat to person or property should be to contact First Responder Services and that the Product and Service is not intended to replace such First Responder Services, or to be used for communicating with, or replace notification to, or interoperate directly with, such First Responder Services, which should have already been notified and deployed prior to using the Product and Service.

Training and Testing. Blackboard makes training on the Product and Service available to you, and recommendations for periodic testing of the configurations and operations of the Product and Service for Customer. You acknowledge that taking advantage of such training on a reasonable basis for appropriate personnel and performing such testing is your responsibility, and that failure to do so could result in the Product and Service not functioning as expected.

Marketing and Political Activities. The applicable Products and Services shall not be used for marketing or political activities.

Under no circumstances will the aggregate liability of Proposer to the City exceed the aggregate fees paid to Proposer under the agreement during the 12 month period immediately prior to the event, act or omission giving rise to such liability, regardless of whether any action or claim is based on warranty, indemnification, contract, tort or otherwise. In no event will Proposer, its officers, employees, representatives or licensors be liable to City for any indirect, punitive, reliance, special, consequential, exemplary, or other similar damages of any kind or nature whatsoever, suffered by the City or any third party arising out of this Agreement.

2. Proposer cannot agree to termination for convenience. Proposer respectfully submits the following language in place of Section 17:

17. Term; Termination. This Agreement will commence on the date which is the later of, the date of full execution of the Agreement or 2-24, 2018 (the "Service Start Date") and will continue for 3 years thereafter (the "Initial Term"). Notwithstanding the foregoing, if City inputs any information or other data Proposer systems prior to the Service Start Date in order to prepare for the start of the Service and/or sends any messages prior to the Service Start Date, the City expressly accepts that the terms and conditions of this Agreement will also apply during that earlier period.

a. Termination for Convenience. The City can terminate the Agreement for convenience on the one year anniversary of the Service Start Date, and each one year anniversary thereafter during the Initial Term, by giving Proposer written notice to terminate at least thirty (30) days prior to any one year anniversary during the Initial Term; or

b. Termination with Cause. Either Party may terminate this Agreement in the event of a material breach by the other Party, which breach remains uncured for thirty (30) days following written notice to the breaching Party. In the event of a termination by City for an uncured material breach, the City will receive a prorated refund of the annual Service Fee calculated from the date of termination to the end of the applicable annual period. This Agreement can be terminated immediately by Proposer for non-payment.

c. Effect of Termination. In the event of termination or expiration of this Agreement, the City will: (i) immediately discontinue access to and/or use of the Service under this Agreement; (ii) pay to Proposer all amounts due and payable under this Agreement; and (iii) return all documentation and related training materials to Proposer within a reasonable time at the City's cost.

3. Proposer respectfully submits the following language in place of RFP Section 22:

22. Prohibition Against Transfers: Neither Party may assign this Agreement without the other Party's prior written consent. Notwithstanding the foregoing, either Party may assign this Agreement without the other Party's prior written consent to any entity that acquires all or substantially all of the business or assets of such Party, whether by merger, reorganization, acquisition, sale or otherwise. Any assignment made in conflict with this provision shall be void subject to the foregoing, and this Agreement shall benefit and bind the permitted successors and assigns of the Parties.