

VILLAGE OF DOWNERS GROVE
Report for the Village Council Meeting
8/2/2022

| | |
|----------------------------------------|------------------------------------------------|
| SUBJECT: | SUBMITTED BY: |
| 2022 ESRI Annual Maintenance Agreement | Dave Kenny Director, Information Technology |

SYNOPSIS

A resolution has been prepared to authorize the renewal of the annual maintenance agreement for ArcGIS with Environmental Systems Research Institute, Inc. (ESRI) of Redlands, California in an amount of \$15,800.00.

STRATEGIC PLAN ALIGNMENT

The goals for 2021-2023 include *Exceptional Municipal Services*.

FISCAL IMPACT

The FY 2022 Budget provides \$15,800 in the General Fund for this renewal.

RECOMMENDATION

Approval on the August 2, 2022 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
Addendum
Quotation

RESOLUTION NO. ____**A RESOLUTION AUTHORIZING EXECUTION OF A RENEWAL QUOTATION
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 Renewal Quotation (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 St
Redlands CA 92373

Subject: Renewal Quotation

Date: 06/14/2022
To: Karen Robbins
Organization: Village of Downers Grove
Information Services Dept
Fax #: 630-434-5571 **Phone #:** 630-434-5492

From: Shannon Robertson
Fax #: 909-307-3083 **Phone #:** + 19097932853 Ext. 1533
Email: SROBERTSON@ESRI.COM

Number of pages transmitted
(including this cover sheet): 5

Quotation #26087133
Document Date: 06/13/2022

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
<http://www.esri.com/legal/licensing/software-license.html>

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



esri[®] 380 New York St
Redlands, CA 92373
Phone: + 190979328531533
Fax #: 909-307-3083

Quotation

Date: 06/13/2022

Quotation Number: 26087133

Contract Number: 00235721.10

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

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Shannon Robertson

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
P.O. Box 741076
Los Angeles, CA 90074-1076

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 Desktop Advanced Concurrent Use Primary Maintenance Start Date: 09/12/2022 End Date: 09/11/2023 | 3,000.00 | 3,000.00 |
| 1010 | 1 | 86497 ArcGIS Desktop Standard Concurrent Use Primary Maintenance Start Date: 09/12/2022 End Date: 09/11/2023 | 1,500.00 | 1,500.00 |
| 2010 | 3 | 86500 ArcGIS Desktop Standard Concurrent Use Secondary Maintenance Start Date: 09/12/2022 End Date: 09/11/2023 | 1,200.00 | 3,600.00 |
| 3010 | 1 | 87194 ArcGIS Desktop Basic Concurrent Use Primary Maintenance Start Date: 09/12/2022 End Date: 09/11/2023 | 700.00 | 700.00 |
| 4010 | 4 | 87195 | 500.00 | 2,000.00 |

Quotation is valid for 90 days from document date.

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: Shannon Robertson **Ext:** 1533

[CSBATCHDOM]

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


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 380 New York St
 Redlands, CA 92373
 Phone: + 190979328531533
 Fax #: 909-307-3083

Quotation

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Date: 06/13/2022

Quotation Number: 26087133

Contract Number: 00235721.10

| Item | Qty | Material# | Unit Price | Extended Price |
|------|-----|-----------|------------|----------------|
|------|-----|-----------|------------|----------------|

ArcGIS Desktop Basic Concurrent Use Secondary Maintenance

Start Date: 09/12/2022

End Date: 09/11/2023

| | | | | |
|------|---|--------|----------|----------|
| 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

Start Date: 09/12/2022

End Date: 09/11/2023

| | | | | |
|------|---|--------|--|--|
| 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: 09/12/2022

End Date: 09/11/2023

| | | | | |
|------|---|--------|--|--|
| 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: 09/12/2022

End Date: 09/11/2023

| | |
|----------------------|----------------------|
| Item Subtotal | 15,800.00 |
| Estimated Tax | 0.00 |
| Total | USD 15,800.00 |

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


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380 New York St
 Redlands, CA 92373
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Quotation

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Date: 06/13/2022

Quotation Number: 26087133

Contract Number: 00235721.10

Item Qty Material#

Unit Price

Extended Price

Renewal Options:

- Online: Renew through My Esri site at <https://my.esri.com>
 - Credit Card
 - Purchase Order
 - Email Authorization
- Email or Fax: Email Authorization, Purchase Order or signed quote to:
 - Fax: 909-307-3083
 - Email: service@esri.com

Requests via email or signed quote indicate that you are authorized to obligate funds for your organization and 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.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

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.

[CSBATCHDOM]



esri[®]

380 New York St
Redlands, CA 92373
Phone: + 190979328531533
Fax #: 909-307-3083

Quotation

Page 4

| Date: 06/13/2022 | Quotation No: 26087133 | Customer No: 13905 | Contract No: 00235721.10 | |
|-------------------------|-------------------------------|---------------------------|---------------------------------|----------------|
| Item | Qty | Material# | Unit Price | Extended Price |

US FEDERAL CUSTOMERS: If you are a federal customer or a contractor purchasing on behalf of a federal customer a purchase order is required to receive an invoice. Please email the purchase order to service@esri.com

By signing below, you are authorizing Esri to issue a software support invoice in the amount of USD _____ 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 warrants to the Village that neither it nor any of its principals 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 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 5/1-101et. 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 to comply with Exhibit A.

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 No. 26087133 dated 6-13-22

The amount of this contract shall not exceed \$15,800.00. 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.
Company Name

Date: Jul 7, 2022

380 New York Street
Street Address of Company

service@esri.com
Email Address

Redlands, CA 92373
City, State, Zip

Esri Customer Service - Shannon Robertson
Contact Name (Print)

909-793-2853
Business Phone

888-377-4575
24-Hour Telephone

909.307.3020
Fax

TD
Timothy Brazeal (Jul 7, 2022 12:25 PDT)

Signature of Officer, Partner or
Sole Proprietor
Timothy Brazeal
Manager, Commercial and Government Contracts
Print Name & Title

ATTEST: If a Corporation



Bill Fleming
Director of Contracts & Legal

Signature of Corporation Secretary

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.


Timothy Brazeal (1/4/7, 2022 12:28 PM)

Signature

Timothy Brazeal

Print Name

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

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name



Equal Employment Opportunity Policy Statement

It is the policy of Esri and my personal commitment that equal employment opportunity be provided at all levels of employment at Esri, including the executive level, without regard to race, religion, color, national origin, sex, age, sexual orientation/gender identity, disability, protected veteran status, or any other characteristic protected by applicable law. Esri prohibits discrimination against any applicant or employee based on race, religion, color, national origin, sex, age, sexual orientation/gender identity, disability, protected veteran status, or any other characteristic protected by applicable law. Esri's policy of nondiscrimination and equal employment opportunity applies to all employment practices, including, but not limited to hiring, promotion, demotion or transfer, recruitment, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship and on-the-job training. Employment decisions shall be made based only on valid job requirements. Esri will provide reasonable accommodations to individuals with disabilities and to disabled veterans, unless it creates an undue hardship or a direct threat to safety.

Employees and applicants shall not be subjected to harassment, intimidation, threats, coercion or discrimination because they have engaged in or may engage in any activity protected by state, federal or local anti-discrimination laws including the following activities:

- (1) Filing a complaint;
- (2) Assisting or participating in an investigation, compliance evaluation, hearing, or any other activity related to the administration of the affirmative action provisions of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (VEVRAA) or any other Federal, state or local law requiring equal opportunity for disabled veterans, recently separated veterans, active wartime or campaign badge veterans, or Armed Forces service medal veterans or Section 503 of the Rehabilitation Act of 1973, as amended (Section 503) or any other federal, state or local law requiring equal opportunity for disabled persons;
- (3) Opposing any act or practice made unlawful by VEVRAA or its implementing regulations or any other federal, state or local law requiring equal opportunity for disabled veterans, recently separated veterans, active wartime or campaign badge veterans, or Armed Forces service medal veterans or section 503 or its implementing regulations or any other federal, state or local law requiring equal opportunity for disabled persons; or
- (4) Exercising any other right protected by VEVRAA or Section 503 or their implementing regulations.

Our obligations in this area stem from not only adherence to various state and federal regulations, but also from our commitment as an employer in this community to provide equal employment job opportunities to all persons regardless of race, religion, color, national origin, sex, age, sexual orientation/gender identity, disability, protected veteran status, or any other characteristic

2021 Affirmative Action Plan

protected by applicable law. Esri's EEO policy and affirmative action obligations include the full support from the President, Jack Dangermond.

In furtherance of Esri's policy regarding affirmative action and equal opportunity employment, Esri has developed and maintains written affirmative action programs for females, minorities, individuals with disabilities, and protected veterans. To ensure Esri's commitment to these policies, Esri has designated its CHRO as the Equal Employment Opportunity Officer. Esri will continually design and implement audit and reporting systems that will measure the effectiveness and the compliance of the AAP, identify the need for remedial actions, determine if objectives were attained, and determine if opportunities to participate in company-sponsored activities were extended to all employees and applicants.

Esri is also committed to complying with the Pay Transparency Nondiscrimination Provisions and therefore, will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. Esri's employees who have access to the compensation information of other employees or applicants as part of their essential job functions are informed and trained to not disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) a response to a formal complaint or charge; (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with Esri's legal duty to furnish the information.

If you have any questions regarding our equal employment opportunity, harassment policies or the complaint procedure, you may contact your local Human Resources representative. The narrative parts of Esri's affirmative action plans for protected veterans and individuals with disabilities may be reviewed during normal business hours, by making an appointment with a local Human Resources representative.


(Signature)

4/1/2021
(Date)

Laura Dangermond
Vice President