

**VILLAGE OF DOWNERS GROVE**  
**Report for the Village Council Meeting**

**10/18/2022**

<b>SUBJECT:</b>	<b>SUBMITTED BY:</b>
Fleet Management Software Upgrade (FL-001)	Andy Sikich Public Works Director

**SYNOPSIS**

A resolution has been prepared authorizing a contract to upgrade the Village's fleet maintenance management software with CFA Software, Inc. of Addison, IL in the amount of \$16,325.00.

**STRATEGIC PLAN ALIGNMENT**

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

**FISCAL IMPACT**

The FY22 budget includes \$100,000 for this work in the Capital Improvements Fund.

**RECOMMENDATION**

Approval on the October 18, 2022 consent agenda.

**BACKGROUND**

The Village has used Computerized Fleet Analysis (CFA) software to track repairs and maintenance of the Village fleet since 1992. The Village has not undertaken a significant upgrade to CFA software since 2006.

The proposed upgrade would include the addition of the ShopFloor module. This module allows the work order process to be paperless. With the ShopFloor module, fleet technicians will receive and close out their work orders directly into the system. This upgrade also includes the addition of the equipment replacement module, which will assist with the prioritizing of equipment replacement. Both of these modules will allow more efficient management of the Village's fleet. On-site training for the Village's fleet maintenance personnel is included in this contract.

Additional computer hardware purchases will also be made as part of this upgrade, which will be relatively minor and will be within the remaining FY22 budgeted amount for this project. CFA software is the predominant platform used by other municipalities in DuPage County including Glen Ellyn, Hanover Park, Naperville, and Woodridge.

**ATTACHMENTS**

Resolution  
Agreement

## RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING EXECUTION OF AN  
AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE  
AND CFA SOFTWARE, INC.**

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

1. That the form and substance of a certain Agreement (the "Agreement"), between the Village of Downers Grove (the "Village") and CFA Software, Inc. ("CFA"), for fleet maintenance management software upgrades, as set forth in the form of the Agreement 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, 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.

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

## AGREEMENT

This Agreement is made this \_\_\_\_\_ day of October 2022 by and between CFA Software, Inc. ("CFA") and the Village of Downers Grove, Illinois, an Illinois municipal corporation with offices at 801 Burlington Avenue, Downers Grove, Illinois 60515, ("Village").

WHEREAS, the Village has used CFA software for the Village's fleet operations since 1992; and

WHEREAS, the current version of the software no longer meets the operational requirements of Fleet Services; and

WHEREAS, the Village has determined that it is in its best interest to upgrade the CFA software for better efficiency, and to utilize the e-Service Request ("ESR") module; and

NOW, THEREFORE, in consideration of the mutual benefits that will result to the parties in carrying out the terms of this Agreement, it is agreed as follows:

### **I. Scope**

CFA will provide On-Premise Upgrade which includes installation, configuration, support, maintenance and training for updates and the e-Service Request module to the Village in accordance with the attached Proposal dated August 29, 2022 attached hereto and incorporated herein by reference as Exhibit B.

In providing this upgrade, CFA grants to the Village a non-exclusive right, without right to sublicense, to use the software on a certain computer or network file server. CFA retains the title and ownership of the software. Copying of the software is prohibited. The software may be transferred from one computer or network file server to another provided the movement of the software is to a computer or network file server under the ownership or control of the Village and the software is uninstalled from the original computer or network file server. The Village will take all reasonable steps to protect the software from unauthorized copying or use. The Village will not disassemble, de-compile, or otherwise reverse engineer the software.

### **II. Compensation**

#### **A. Basic Fees:**

The Village shall pay to CFA an amount not to exceed Sixteen Thousand Three Hundred Twenty-Five Dollars and no cents (\$16,325.00). Any additional work performed that will increase the agreement price in excess of this amount must be approved in writing by both parties.

#### **B. Prompt Payment Act:**

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 CFA within 60 days of receipt of a proper bill or invoice. If payment is not issued to CFA 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.

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 CFA 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.

### **III. General Terms and Conditions**

#### **A. Relationship Between CFA and the Village**

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

#### **B. Equal Employment Opportunity**

In the event of CFA'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"), CFA 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 Agreement, CFA agrees as follows:

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 handicap unrelated to ability, 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.
2. That, if it hires additional employees in order to perform this Agreement 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.

#### **C. Sexual Harassment**

CFA, as a party to a public contract, has a written sexual harassment policy so that it:

1. Notes the illegality of sexual harassment;
2. Sets forth the State law definition of sexual harassment;
3. Describes sexual harassment utilizing examples;
4. Describes the CFA or supplier's internal complaint process including penalties;
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;
6. Describes the protection against retaliation afforded under the Illinois Human Rights Act.

#### **D. Drug Free Work Place**

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

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 grantee's or CFA'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: abide by the terms of the statement; and 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.
2. Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the grantee's or CFA'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.
3. Providing a copy of the statement required by subparagraph (1) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
4. Notifying the contracting or granting agency within ten (10) days after receiving notice of a criminal drug statute conviction from an employee or otherwise receiving actual notice of such conviction.
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.
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.

7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

#### **E. Non-Discrimination**

CFA and its employees agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the Public Works Employment Discrimination Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each. The equal opportunity clause of the Department of Human Rights rules is specifically incorporated herein.

The Americans with Disabilities Act (42 U.S.C. 12101) and the regulations thereunder (28 CFR 35.130)(ADA) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this Agreement, the undersigned vendor certifies that services, programs and activities provided under this Agreement are and will continue to be in compliance with the ADA.

#### **F. Campaign Disclosure Certificate**

CFA shall comply with the Campaign Disclosure Certificate attached hereto and incorporated herein by reference as Exhibit A.

#### **G. Patriot Act Compliance**

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

#### **H. Cooperation with FOIA Compliance**

CFA acknowledges that the Freedom of Information Act may apply to public records

in possession of the CFA. CFA shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. 5 ILCS 140/1 et.seq.

### **I. Copyright or Patent Infringement**

CFA agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by CFA that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

### **J. Standard of Care**

Services performed by CFA under this Agreement 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 Agreement, or in any report, opinions, and documents or otherwise.

## **V. Insurance and Indemnification of the Village**

### **A. Insurance**

CFA 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 CFA from the types of claims set forth below which may arise out of or result from CFA's operations under this Agreement and for which CFA 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 CFA's employees;

Claims for damages resulting from bodily injury, sickness or disease, or death of any person other than CFA'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 CFA, 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;

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

As evidence of said coverages, CFA 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.

## **B. Indemnification**

CFA will indemnify and hold harmless the Village and its officers, employees and agents from any and all liability, losses or damages the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature in any way resulting from or arising out of negligent action on the part of CFA under this Agreement. This indemnification does not apply to liability caused by the Village's own negligence.

## **VI. Miscellaneous Provisions**

### **A. Termination**

In the event of CFA's nonperformance, breach of the terms of the Agreement, or for any other reason, including that sufficient funds to complete this Agreement are not appropriated by the Village, the Agreement may be canceled, in whole or in part, upon the Village's written notice to CFA. The Village will pay CFA's costs actually incurred as of the date of receipt of notice of termination

### **B. Governing Law**

This Agreement will be governed by and construed in accordance with the laws of the State of Illinois. Venue is proper only in the County of DuPage.

### **C. Successors and Assigns**

The terms of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Agreement in whole or in part without the prior written approval of the other.

### **D. Waiver of Contract Breach**

The waiver by one party of any breach of this Agreement 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 Agreement and will not be construed to be a waiver of any provision except for the particular instance.



**E. Amendment**

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

**F. Severability of Invalid Provisions**

If any provisions of this Agreement are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Agreement, 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.

**G. Notice**

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 designated representatives of both parties as follows:

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

CFA Software, Inc.  
P.O. Box 1309  
Addison, IL 60101

**H. Village Ordinances**

CFA will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

**I. Use of Village's Name**

CFA 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.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated above.

**CFA Software, Inc.**

**Village of Downers Grove**

By: **James**

Digitally signed by James Magee  
DN: cn=James Magee, o=CFA  
Software, Inc., ou=Accounting  
and Finance,  
email=mageej@cfasoftware.com,  
c=US  
Date: 2022.10.06 12:01:49 -05'00'

Title: \_\_\_\_\_

**Magee**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### Exhibit A 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 this Agreement, CFA 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:

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

**James Magee**  
Signature

Digitally signed by James Magee  
DN: cn=James Magee, o=CFA Software, Inc., ou=Accounting and Finance, email=mageej@cfasoftware.com, c=US  
Print Name: 2022.10.06 12:02:57 -05'00'

CFA 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

## EXHIBIT B



**CFA Software, Inc.**

P.O. Box 1309  
Addison, IL 60101

# On-Premise Proposal #: 3202

**Project:** v8 On-Premise

**Proposal Date:** 8/29/2022

**Valid Until:** 10/31/2022

**Representative:** JM

**Prepared For:**

Village of Downers Grove  
Mr. David Moody  
801 Burlington Ave.  
Downers Grove IL 60515

Product or Service	Quantity	U/M	Each	Total
== (1) Software Licenses ==				
• CFAWin8: Client Access License	1	CAL	1,595.00	1,595.00
• ShopFloor: Terminal Access License	6	TAL	600.00	3,600.00
• Scheduled Report Generator	1	lic-server	3,500.00	3,500.00
== (2) Software Subscriptions ==				
• Equipment Replacement Report Module	1	Year	1,500.00	1,500.00
== (3) Software Support and Maintenance ==				
• CFAWin8:	1	Year	2,995.00	2,995.00
Support Services				
Software Maintenance				
• Credit for Current Support and Maintenance			-1,795.00	-1,795.00
== (4) Training ==				
• 'Using CFAWin8' Training : Web-based - (Up to 3 connections)	1	ea	2,750.00	2,750.00
• 'ShopFloor' Training: On-Premise (1 day, 4 attendees)	4	Attendee	670.00	2,680.00
• 'ShopFloor': Supervisor/Observer	1	Attendee	0.00	0.00
• Local customer credit for 'On-Premise' Training			-500.00	-500.00

Thank you for being a long standing CFA customer!

**Total**

**\$16,325.00**

- 1) Please note that all prices are in US Dollars and are good for 90 days from the Proposal Date. All payments are in US Funds.
- 2) MS-SQL Server licensing, as applicable, is provided by the Client
- 3) Travel and related expenses will be charged as applicable to on-premise services.
- 4) Prices shown do not include taxes, duties, and the like. Payment of any such items is the responsibility of the Client.