Village of Buffalo Grove

Community Development Software

Request for Proposals and Software License & Services Contract Document

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REQUEST FOR PROPOSALS

Community Development Software

RECEIPT OF PROPOSALS

Sealed Proposals for Community Development licensing, permitting, and inspection software are invited and will be received by the Village of Buffalo Grove, (hereinafter referred to as "the Village") at 50 Raupp Boulevard (attn: Office of the Village Clerk), Buffalo Grove, Illinois 60089 on or before, but not later than 10:00 A.M. Local Time on Thursday, February 13, 2020. Proposals will not be publically opened. Each Respondent (which shall include the Licensor of the Software if they are the party responding to this Request for Proposal, hereafter "RFP", shall be required to submit copies of their respective response documents, in a sealed envelope or box, as detailed on page 4, Instructions to Respondents.

PROJECT OVERVIEW

The Village is interested in contracting with a Respondent to provide a license, install, configure and integrate Community Development Permitting, Village issued License, and Inspection Software (hereinafter, the "Software") either as a standalone system or as part of existing Village system(s). The deliverable described in the preceding sentence shall hereinafter be referred to as the "Solution".

QUESTIONS

All comments or concerns regarding this Request for Proposals ("RFP") shall be addressed to the Village of Buffalo Grove Purchasing Manager via email at BGfinance@vbg.org. All such e-mails must contain "Community Development Software" in the subject line of the e-mail. This will allow for responses to go to all Respondents in the event that the question has a pertinent relevance to all those involved.

All questions must be received by Wednesday, January 22, 2020 at 1:30 p.m. Local Time.

For information on how to receive, a copy of the Request for Proposals Package and any addenda contact the Office of the Purchasing Manager at 847-459-2500 or visit the Village of Buffalo Grove procurement website at www.vbg.org/bids .

HOLDING OF PROPOSALS

No Proposal shall be withdrawn after Thursday, February 13, 2020 at 10:00 AM without the consent of the Village, for a period of ninety nine (99) calendar days.

QUALIFICATION OF RESPONDENTS

It is the intention of the Village to award a contract only to the Respondent who furnishes satisfactory evidence that they have the requisite qualifications and ability, that both the Software and Solution to be provided hereunder will meet all the specifications and requirements set forth in this RFP and that they have sufficient capital and facilities to enable them to complete the work successfully and promptly, and to complete the work within the time named in the Contract Documents.

The Village may make such investigations as it deems necessary to determine the qualifications and ability of the Respondent to perform the work, and the Respondents shall furnish to the Village all the information and data for this purpose as the Village may request. The Village reserves the right to reject any and all Proposals if the evidence submitted by, or investigation of any such Respondent or Respondents fail to satisfy the Village expectations.

RESERVATION OF RIGHTS

The Village reserves the right to accept the Respondent's submission that is, in its judgment, the best and most favorable to the interests of the Village and the public; to reject the low Price Submittal; to accept any item in the Respondent's submittal or a portion thereof; to reject any/all submissions; to accept and incorporate corrections, clarifications or modifications following the opening of the Respondent's submission when to do so would not, in the Village's opinion, prejudice the procurement process or create any improper advantage to any Respondent; and to waive irregularities and informalities in the procurement process or in any submission; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future defects or informalities, and the Respondent should not rely upon, or anticipate, such waivers in submitting their submissions. The enforcement of this Reservation of Rights by the Village shall not be considered an alteration of the Proposal. In addition to the Village's rights above, the Village reserves the right to reject any and all Proposals if the evidence submitted by, or investigation of such Respondent fails to satisfy the Village's expectations or accept any item in the Respondent's submittal or a portion thereof.

INSTRUCTIONS TO RESPONDENTS

1. Response documents should consist of two separate sealed submittals as described below. Each Respondent shall be required to submit one original, six hard copies, and a PDF copy on a CD or USB device of:

   a) The Proposal Packet consisting of Public Contract Statements(must be signed, notarized and submitted) on page 6, Proposal Response Documents as detailed on pages 27-29, and Profile and Qualifications Form on pages 30-31. Proposal Packets shall be marked or endorsed:

   VoBG-2020-04 Proposals for Community Development Software

   b) An original signed hard copy of the Schedule of Prices on pages 7-8. Sealed envelopes or packages containing prices shall be marked or endorsed:

   VoBG-2020-04 Schedule of Prices for Community Development Software

2. The Respondent shall not under any circumstances be relieved of its liabilities and obligations even is work is performed by a subcontractor. All transactions of the Village shall be with the Respondent. Subcontractors shall be recognized only in such capacity. All subcontractors and subcontracts used by the Respondent shall be acceptable to, and approved in advance by, the Village.

3. The Village reserves the right to accept the Respondent's submission that is, in its judgment, the best and most favorable to the interests of the Village and the public; to reject the low Price Submittal; to accept any item in the Respondent's submittal or a portion thereof; to reject any/all submissions; to accept and incorporate corrections, clarifications or modifications following the opening of the Respondent's submission when to do so would not, in the Village's opinion, prejudice the procurement process or create any improper advantage to any Respondent; and to waive irregularities and informalities in the procurement process or in any submission; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future defects or informalities, and the Respondent should not rely upon, or anticipate, such waivers in submitting their submissions. The enforcement of this Reservation of Rights by the Village shall not be considered an alteration of the Proposal. In addition to the Village's rights above, the Village reserves the right to reject any and all Proposals if the evidence submitted by, or investigation of such Respondent fails to satisfy the Village expectations or accept any item in the Respondent's submittal or a portion thereof.

4. Any Respondent may be required by the Village to submit additional data to satisfy the Village that such Respondent is prepared to fulfill the Contract, if it is awarded to them.

5. Respondent shall obtain, at its own expense, all permits, insurance, and business licenses and all other licenses, which may be required to complete the project and/or be required by municipal, state, and federal regulations and laws.

6. All Respondents are prohibited from making any contact with the any official or employee of the Village (collectively, "Municipal Personnel") with regard to the work, other than in the manner and to the person(s) designated herein. The Village Manager of Buffalo Grove reserves the right to disqualify any Respondent that is found to have contacted Municipal Personnel in any manner with regard to the work. Additionally, if the Buffalo Grove Village Manager determines that the contact with Municipal Personnel was in violation of any provision of 720 ILCS 5/33E, the matter will be turned over to the Cook County State's Attorney for review and prosecution.

VILLAGE OF BUFFALO GROVE PUBLIC CONTRACT STATEMENTS

The Village of Buffalo Grove is required to obtain certain information in the administration and awarding of public contracts. The following Public Contract Statements shall be executed and notarized.

PUBLIC CONTRACT STATEMENTS

CERTIFICATION OF CONTRACTOR/RESPONDENT

In order to comply with 720 Illinois Compiled Statutes 5/33 E-1 et seq., the Village of Buffalo Grove requires the following certification be acknowledged:

> The below-signed Respondent/contractor hereby certifies that it is not barred from Bidding or supplying any goods, services or construction let by the Village of Buffalo Grove with or without Bid, due to any violation of either Section 5/33 E-3 or 5/33 E-4 of Article 33E, Public Contracts, of the Chapter 720 of the Illinois Compiled Statutes, as amended. This act relates to interference with public contracting, Bid rigging and rotating, kickbacks, and Bidding.

CERTIFICATION RELATIVE TO 65 ILCS 5/11-42.1.1

In order to comply with 65 Illinois Complied Statutes 5/11-42.1.1, the Village of Buffalo Grove requires the following certification:

> The undersigned Respondent does hereby swear and affirm that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue unless it is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax. The undersigned further understands that making a false statement herein: (1) is a Class A Misdemeanor, and (2) voids the contract and allows the Village to recover all amounts paid to it under the contract.

CONFLICT OF INTEREST

The Village of Buffalo Grove Municipal Code requires the following verification relative to conflict of interest and compliance with general ethics requirements of the Village:

> The undersigned supplier hereby represents and warrants to the Village of Buffalo Grove as a term and condition of acceptance of this (Proposal or purchase order) that none of the following Village Officials is either an officer or director of supplier or owns five percent (5%) or more of the Supplier: the Village President, the members of the Village Board of Trustees, the Village Clerk, the Village Treasurer, the members of the Zoning Board of Appeals and the Plan Commission, the Village Manager and his Assistant or Assistants, or the heads of the various departments within the Village.

If the foregoing representation and warranty is inaccurate, state the name of the Village official who either is an officer or director of your business entity or owns five percent (5%) or more thereof:

(Official) _____

_____

Print Name of Contractor/Respondent/Supplier

_____

Signature

_____

Title

Subscribed and Sworn to before me this _____ day of _____, 20_____.

_____

Notary Public   Notary Expiration Date_____

SCHEDULE OF PRICES

Community Development Software

TO: THE VILLAGE OF BUFFALO GROVE

Respondent:_____

Business Address:_____

The undersigned, declares that it has carefully examined the proposed work, the Agreement, and all other documents referred to or mentioned in the Agreement documents and it proposes and agrees, if this Proposal is accepted, that it will contract with the Village, in the form of the Agreement attached, to complete all work required to successfully implement the "Solution", and that it will take in full payment therefore the sums set forth in the following Schedule of Prices.

SCHEDULE OF PRICES

Item	Description	Cost
	Services and Support Costs	
A	Software	
B	Implementation & Integration Services	
C	Training Services	
D	Data Import (New World Systems)	
E	Software Support and Maintenance per year	
	Other Services and Costs	
F	Annual Cloud Hosting (if applicable)	
	Other Ongoing Costs*	
G		
H		
	Hourly Rates for custom development*	
H		
I		
J		
	Optional Costs*	
K	Termination Assistance Services	
L		
M		

*Respondent is to complete description in above table.

Total Solution Cost A+C+C+D+E $ _____

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SCHEDULE OF PRICES

Community Development Software

Written amount of Total Solution Cost A+B+C+D+E _____

_____

If your firm provides additional optional services (such as those listed on page 18) please attach a page describing the optional service and the cost for that service as well as any ongoing costs for that service.

Each Respondent shall be required to submit one original and two hard copies of pages 7-8 in a sealed envelope or box. All envelopes and packages containing prices shall be marked or endorsed:

VoBG-2020-04 Schedule of Prices for Community Development Software

_____	_____
Date	Signature
_____	_____
Title	Printed Name
_____	
E-mail	

THIS PAGE IS TO BE SUBMITTED ON OR BEFORE THURSDAY, FEBRUARY 13, 2020 AT 10:00 AM SEPARATE AND APART FROM THE PROPOSAL PACKET IN A SEALED ENVELOPE, FAILURE TO DO SO MAY RESULT IN THE DISQUALIFICATION OF THE CONSULTANT'S PROPOSAL.

SCOPE OF SERVICES

I. **DESCRIPTION AND SCOPE OF WORK**

The Village is requesting the design and implementation of a Community Development and regulation solution to automate and modernize operations in the Building and Zoning divisions. The Community Development staff includes 15 to 17 staff members, 12 to 15 staff members from other Departments, and 2-3 IT administrators, all of whom will require a user license for the new Software. The Solution shall provide for an unlimited number of residents/businesses/contractors and other third parties ("Customers") to have access to the system without any need to purchase additional software licenses or pay any additional fees.

The Village currently has a population of approximately 42,000, and contains approximately 11,761 parcels of land over an area of 9.58 square miles. The Village processes on average of 2,650 permits every year, and conducts approximately 7,500 inspections every year. The Village presently has 25 different types of licenses, each with different requirements and workflows. The Village provides some services to Customers outside the geographical boundaries of the Village of Buffalo Grove.

The Village is seeking to significantly increase the volume of permits and license applications, inspection requests and payments that are submitted online. The online portal or web interface will have 'one stop shop' concept where all customer transactions are handled via a single interface with permit application, payment, issuance, permit tracking, and close-out. The Village is seeking to extend a customer friendly environment to the online user experience and interface of the software solution.

1) **Permit intake and Issuance:**
The Solution must manage permit records from the application stage through issuance for same day permits, express permits (3-5 days turnover), and standard permits (7 – 10 days turnover) both online as well as, in-person and via email, monitor all building activity, issue a variety of permit types, link them to related records, account for all appropriate fees, and validate that contractors are licensed with the Village. The Solution must have the capability to accept payment and generate approvals for same day permit applications, must possess the functionality to alert both Customer and permit staff of the status of individual permit milestones including but not limited to approval, denial, and pending expiration. Examples of current permits include but are not limited to those listed in RFP Exhibit A.

2) **Plan Reviews:**
The Solution must provide a visual workflow status that is clear to both the Customer and internal staff, must have the ability to add conditions of approval to the parcels and must have the abilities to (a) redline plans submitted electronically and (b) allow the plan reviewer to select comments from list of standard comments.

3) **Inspections:**
The Solution must provide the functionality necessary to allow staff to monitor Codes and manage inspections associated with all building projects, reminders for follow-up inspections or needed activities. The Solution must provide the ability for staff to view, schedule, and modify inspections and record notes while in the field from laptops, PDA's, iPads and tablet devices. Additionally, the Solution must provide staff the ability to generate inspection results and reports in the field.

4) Village Issued Licenses:
Provide licensing functionality including contractor registration for all licenses issued by the Village that can be directly integrated into the permitting process. The Solution must facilitate all licenses for both issuances and renewals, have the capability to automate email renewal reminders and automatically assess any late fee. Examples of Licenses issued by the Village include but are not limited to those listed in RFP Exhibit A.

5) Plan Application Tracking/Workflows:
The Solution must provide all licensed users with on-line reporting capabilities of all permit applications and license reviews from permit submission to issuance. The Solution must provide a visual workflow status that is clear to both the Customers and internal staff.

6) Reporting:
The Solution must have the capability to generate reports using a combination of data elements maintained by permitting, inspection and licensing services, provide at least five (5) end-users with the capability to run statistical reports, where the output is generated in a desired format and required formats are to include but are not limited to pdf, xml, docx, and xls.

7) Code Enforcement:
The Solution must provide the necessary functionality to allow for the monitoring of Code and management of violations associated with all building projects and property maintenance. The Solution must provide a module, which includes complaint intake, inspection, violation citation, ticketing, public reporting and notices. Key features and goals that must be part of the Solution include the ability to record inspections, enforcement, and resolution details within the application while in the field.

8) Online Portal/Web Interface
Allows a Customer with online access to apply for permits, submit documentations, make online payments and view permit management. Additionally, the web interface or online portal will also allow timely notification of the status permit review and inspections.

9) GIS Mapping:
Software shall consume secured ESRI REST services including feature services, map services, cached basemaps, and/or geolocator services. Respondent is responsible for working with the Village's GIS provider to ensure all GIS Mapping functionality is operated to the satisfaction of the Deputy Village Manager.

10) Integration and Migration:
- Integrates and uses ESRI ArcGIS 10.5 and later versions.
- Integrates with Microsoft Office 2016 and later versions for email, forms, spreadsheets and word processing. Ability to export data to MS Excel format.
- Interface directly with email capabilities (Outlook). Information should be easily replicated into an email to send outside of the software.
- Integrates with archive software Laserfiche (document management) through a live link.
- Migration of data from New World to the new proposed ERP solution.

II. REQUIRED SOLUTION FEATURES

The Solution to be provided hereunder shall meet the following requirements:

1. Seamless integration with Microsoft Outlook 2013 and later (integrate e-mail and calendar applications).
2. Seamless integration with ArcGIS as noted above.
3. Provide a digital plan review capability either through a software module or through seamless integration with a third party provider (Subcontractor).
4. Provide remote inspection application compatible with iPad for field use by the Inspectors.
5. Migration of all permit data and licensing data from the existing New World application.
6. Microsoft Active Directory Integration.
7. Applications must run on Windows 10 client OS and Windows Server 2016 OS and later.
8. Shall have the ability to export data (e.g. excel, PDF, CSV) to allow archiving and updates to other ERP systems in a standard format at no additional cost.
9. Shall provide the costs for on premise and hosted solutions for the village of Buffalo Grove.
10. Online permit application, submission, and payment capabilities.(PCIDSS compliance required)

III. REQUESTED SOLUTION FEATURES

The Village expects that the Respondent be able to provide the following features and the cost must be included in the base Software price.

i. USER-DEFINED CONFIGURATION

1. Ability to configure user-defined timelines.
2. Ability to maintain user-defined configuration, and data definitions effective after software release upgrades.
3. System must allow for user-definition and maintenance of system look-up tables without requiring programmer intervention.
4. System should have a dashboard style page configurable by each user for viewing assigned or monitored work activities.
5. Ability by the end user to customize the proposed software and additional modules post-implementation.
6. Ability for the user to bookmark their favorite pages and have them load at system startup.
7. Ability to set one contact as the main/primary contact associated with any application.
8. Ability to create a hierarchy of activities based on an organizational chart to follow a development process.

ii. **PERMIT INTAKE AND ISSUANCE**

(Permit Application)
1. Provide Customers with information about what is required in order to submit permit applications.
2. Online permit submissions must have necessary marked field which is mandatory to fill out before proceeding.
3. Automatically create permit records once an online application is submitted, and allow manual entry for permit application received in person or via mail.
4. Flag and route applications through workflow based on criteria such as permit type, application contents and property details.
5. Prevent applications from being submitted online if the Customer or property does not match the Village records in the system.
6. All permits must be recorded under the respective address for the subject property.
7. Automated look-up for contractors registered within the Village when a permit is submitted requiring various trades.

(Permit review intake)
8. Review permit applications and route workflows to various Departments dynamically based on the results of their review.
9. Create and store preliminary findings from the permit review within the application, including any specific decisions about the applications and the associated timestamps.
10. Ability to share permit information and feedback within the various Departments during permit intake review.
11. Ability to set one contact as the main/primary contact associated with any permit application.

(Permit Fees)
12. Ease of adding and updating complex fee structures.
13. Built-in fee calculator across multiple types of permits/fees.

(Address and parcel management)
14. Ability for the system to prompt a message for administrative approval when an address cannot be verified.
15. Ability to support multiple parcels and addresses for each project.
16. Ability to attach associated documentation to a permit or parcel record.

(Permit Counter Operations)
17. Provide data and tools to assist with management of permit counter volume.
18. Provide all property details, including GIS Map View of the property, upon querying a permit or property address.
19. Capability to link any open permit cases to the GIS Community Portal for quick reference.
20. Auto calculates the permit fee associated with same day permits during permit issuance.

iii.   **PLAN REVIEW**
1.   Track all plan review by selected address field, to add or access plan review comments from all Departments and Agencies.
2.   Provide for logging dates sent, reviewed, due, rejected or approved.
3.   Ability to redline plans submitted electronically.
4.   Ability for the plan reviewer in each Department to select a specific plan review comment from a list of standard comments. Also, have the capability of adding the Code sections.
5.   Ability to merge conditions into letters and other documents along with sending these letters to recipients electronically.

(Digital Plan Review)
6.   Allow Applicants to submit digital pdf format document plans to the Village as part of the Permit Application or separately.
7.   Digital plans shall automatically be routed to specific departments depending on the permit type.
8.   Versioning capability to manage multiple iterations of building plans, including check-in/check-out process for reviewing and working on building plans.
9.   Electronic stamp approval upon successful completion of plan review.
10.   Ability to send the finalized plans to the Applicant electronically
11.   Ability to integrate with Bluebeam digital plan review software if implemented by the Village at a later point of time.

iv.   **INSPECTIONS**
1.   Ability to provide configurable, flexible workflow engine, capable of defining and automating the business processes performed.
2.   Ability to create and send an email notification to interested party at various phases of any process.
3.   Ability to accept electronic plans or scan plans as they are submitted, these plans needs to tie to a plat or permit application.
4.   Ability to configure calendaring functions to plan, schedule and track work activities.
5.   System should offer simultaneous access to data by concurrent users.
6.   Has the capability to assign and manage inspection cases in different queues based on the follow-up action required.
7.   Send reminders to applicant to confirm appointment date; calls, texts to provide appointment reminders to Customers.

(Remote Inspections)
8.   View, schedule, modify inspections, and record notes while in the field from laptops, iPads and tablet devices.
9.   Automatically reschedule property to follow up for a re-inspection when necessary.
10.   Allow pictures to be easily attached to inspections reports.
11.   Ability to be able to quickly access all contact details for the owner, applicant, contractor or complainant as well as attached plans.
12.   Capture notes related to specific violations.
13.   Ability to check off 'failed' and 'passed' inspection field categories after the inspection is complete.
14.   Ability to enter pre-specified or miscellaneous notes for each specific inspection.

(Inspection Scheduling)

15. Ability to track both routine and periodic inspections of the buildings and property.
16. Management of all inspection scheduling activities of all the inspectors on one screen layout for ease of access.
17. Allow online Customer inspection requests through the web portal.
18. Provide calendaring functionality for inspectors that allow them to easily create a daily schedule from inspection requests.
19. Allow real time inspection results to be publicly available to all users including via email to permit holder.
20. Provide dating functionality that provides ticklers for permits and inspections with no activity.
21. Functionality that allows an inspector to see a map of their daily inspections.
22. Permits should automatically close upon a successful final inspection and notify the front counter staff.
23. Allows for the monitoring of Codes and management of violations associated with all building projects

v.   **CODE ENFORCEMENT**

(Complaints)
1. Submit complaints electronically.
2. Track the records of any complaints received.
3. Provide the complainant to be notified upon resolution of complaint case.
4. Document consent from the complainant to access property/unit if needed.
5. Ease of recording and recording history of complaints.

(**Inspections)**
6. Assign Inspection Cases to the relevant Code Enforcement Officer based on the configurable criteria.
7. Send reminders to property owner to confirm appointment date; robo-calls, texts to provide appointment reminders to Customers.
8. Ability to close violations upon confirmation of fix during re-inspection.
9. Route cases to various participants for follow-up action based on inspection/case details.
10. Configure forms and create templates for printed content, records to include enforcement case details captured in the solution.

(**Violations Management)**
11. Record inspection, enforcement and resolution details within the application while on the property site.
12. Document identified violations and associated with a property.
13. Assign multiple violations with a single case record under each subject property.
14. Create and provide a Notice of Violation.
15. Take photographs related to the case and automatically assign case-specific metadata that will associate them to the case.
16. Capture all notes related to specific violation.

17.   Capability to print from a connected mobile device for ticketing services.

(**Code Enforcement)**
18.   Create and distribute citations' include work approval for warning letters.
19.   Submit request for ticketing; include workflow for the supervisor approval for tickets, with ability to modify ticket details as part of workflow.
20.   Automatically reschedule property for re-inspection upon notification of compliance or continued noncompliance after a preset amount of time.

vi.   **REPORTING**
1.   Ability for the end-users to customize, save and distribute reports.
2.   Users are able to create queries and those queries for future use, and distribute to other users.
3.   Ability for the users to select favorite report formats and group them into folders for future use.
4.   View a preview of the report snapshot before printing.
5.   Export reports into Adobe PDF, MS Excel or MS Word format.

vii.   **VILLAGE ISSUED LICENSES AND RENEWALS (as shown in RFP Exhibit A)**
Online license form access and tracking. Automatic e-mail renewal and map mail-out notification.

(**License Issuance)**
1.   Create applicant records for tracking license numbers and payments associated with the projects.
2.   Schedule review of submitted applications.
3.   Ability to send the standard letters to the applicants who are approved, provide notice of the date and time when the license is up for renewal again.
4.   Ability to electronically to mail the license certificate to the applicant.

(**License Renewal)**
5.   Ability to identify all licenses, which are set to expire each year.
6.   Ability to create renewal letters/applications for distribution to the licenses and provide a reminder.
7.   Provide license expiration information to the applicant.
8.   Allow licenses renewals to be submitted via physical copy or the online portal.
9.   In case of Contractor registration, classify any un-renewed licenses as 'inactive' in the solution upon expiration and prevent permits from being approved for that Contractor.

viii. **IMPROVE SERVICE LEVELS AND RESPONSE TIME FOR ROBUST WORKFLOW AUTOMATION**

1. Configure and utilize dropdown menus wherever appropriate.
2. Enable configurable workflow to incorporate policy requirements and constraints. Workflow routing should include the ability to assign activities linearly or in parallel.
3. Applications should walk users through appropriate steps and required fields and prompt users to begin a new process workflow based on certain criteria.
4. Configure review/approval steps for supervisors at any stage of the process.
5. Automate notifications (email, phone, text, dashboards) for Village staff users and Customers to prompt the next required task or provide a status update.
6. Ability for management to see the status of all work in progress, and the workflow automation should be reportable for management using dashboards or other visual reporting functionality to enable decision-making.

ix. **ZONING AND PROJECT PLANNING REQUIREMENTS**

1. The Capability to develop schedules that will allow Village staff to prioritize tasks and activities.
2. Use data to define needs, set goals, plan interventions and evaluation progress.
3. Establish and maintain relationships between parcels, buildings and addresses.
4. Identify and maintain contact details for the primary point of contact for the property; track multiple contacts for a property.
5. Capacity to recognize specific property or case conditions and provide notice to supervisors for follow-up.
6. Configure, capture, route tasks, and reports on properties.
7. Provide solution wide standard reports and custom report capabilities.
8. Provide validation tools that prevent or minimize the possibility of duplicate data entry.
9. Capable of tracking zoning applications and must have the ability to assign conditions to parcels.

x.   **ONLINE PORTAL/WEB INTERFACE CAPABILITIES:**
1.   Submit an online application through a secure/credential based portal/interface.
2.   Attach required documents with unlimited content management services.
3.   Make secure online payments via credit cards and e-checks.
4.   Communicate and notify staff through this channel.
5.   Based on application type, certain permits and licenses would be generated instantaneously.
6.   Electronic plan review and mark-up tool to allow Plan Reviewers to receive, view, mark-up and communicate changes through a central citizen portal (currently Accela CRM)
7.   Ability to update the backend real-time once a new application is received and route it to an appropriate workflow based on permit/license type.
8.   Auto-schedule inspections from various departments and inspectors based on application type.
9.   Provide the client a snap shot of all applications, outstanding fees etc. in a single dashboard.
10.   Dynamic and useful client reports.
11.   Provide a general portal based on staff criteria/input for all residents to lookup permits and licenses.
12.   ArcGIS integration to view permits and licenses issued etc. through a geographical map.
13.   Ability to auto calculate fees based on selected criteria for permits and licenses.
14.   Ability to auto-generate renewal invoices/notices and auto-email them to clients based on a set criteria. Also, allow to produce same invoice manually for clients who would rather receive these invoices via U.S. mail.
15.   Provide a robust and user friendly reporting tool with a host of custom reports, permits and licenses based on staff input for various Village departments.
16.   Calendar and reminder feature which would notify staff and applicant through email on permit/licenses about to expire with an option to renew and make an online payment.

IV. ONGOING SERVICES

a) **Access to On-Demand Training Library** – Respondent to offer on-demand library of training videos and materials at no additional cost.

b) **Annual Consulting Hours** – Respondent shall include no less than 40 consulting hours per calendar year as part of the base annual fee.

c) **Training and Best Practice Webinars** – Should offer regular training and best practice e-webinars at no additional cost.

V. OPTIONAL SERVICES

Please provides answers to the following questions as part of your Response.

a) **Advanced Training** – Do you offer any advanced training or onsite training options beyond the base package? Or do you offer annual refresher training for existing and new users who may have missed the original training? Is there an associated cost?

b) **Dedicated Account Manager** – Do you offer an option to have a dedicated account manager to contact for any support issues? Is there an associated cost?

c) **New User Training Webinars –** Do you offer scheduled or periodic training webinars for new users? Is there an associated cost?

d) **Premium Disaster Recovery –** If you are proposing a hosted solution do you offer a premium disaster recovery solution beyond your base package? If so, please describe the solution and any additional cost.

VI.   TECHNOLOGY/PLATFORM REQUIREMENTS

a)   **Browser Support** –The online portal/web interface shall support all versions of the browsers that have been released within the last 5 years.

Where a hosted solution is proposed the following conditions apply. If not applicable to your proposed solution please note N/A in your response.

b)   **DDoS Mitigation** – A hosted solution shall protect the website against Distributed Denial of Service (DDoS) and other cyberattacks, and shall be able to detect and mitigate malicious traffic within seconds. The solution shall have smart-detection technology that can identify the source and analyze the behavior of the attack.

c)   **Disaster Recovery** – In the event of any outage impacting the primary data center, the hosting solution must have a disaster recovery or backup data center where the website visitors will continue to be able to access the Village website. The Recovery Time Objective (RTO) should be 30 minutes or less and the data replication (Recovery Point Object or RPO) should be 15 minutes or less.

d)   **Hosting Data Center and Backup Data Center** – A hosting platform must be in a certified data center (SSAE 16 Type II Compliant) with multiple layers of security access, redundant ISP providers, backup power and redundant generator, and firewall protection.

e)   **Page Load Time** – The solution shall ensure that pages load on an average of one second or less.

f)   **System Uptime Guarantee** – A hosting platform shall have a guaranteed uptime of 99.9% and will be backed by a Service Level Agreement (SLA).

g)   **MFA** –The proposed Solution should be capable of Multi-factor Authentication.

VII. MAINTENANCE AND SUPPORT

The Respondent's Software, including all features and modular applications associated with the Software, must have qualified and available support included as a part of ongoing services to maintain the Software, using guidelines, structures, and materials meeting the following criteria:

a) **Online Training Videos** – An online repository of training videos for the purposes of fully training new staff members or retraining existing IT staff members at no additional cost.

b) **Support** – The Respondent shall provide access to live support available via e-mail or phone during Respondent's normal business hours. The support team must be fluent in the functionality and uses of both the content management system's features and associate applications and modules. Responses to critical issues shall be as defined in Maintenance and Support SLA section of this document.

c) **Support Materials** – 24/7 access to support materials including, but not limited to: online training manuals, support FAQs, customer support forums, instructional videos, informational newsletters, informational and support-driven webinars (live and archived), request forms, online education courses and support-related updates through common social networking mediums at no additional cost.

The Respondent must commit to regular maintenance and updating of the Software and associated applications for the purposes of keeping the existing software up-to- date as well as introducing new functionality and applications. Respondent shall commit to and provide information on:

d) **Development Process** – A process dedicated to reviewing new technologies and implementing development projects in order to provide a more robust software package with additional features and applications.

e) **Software Improvements** – Regular maintenance of the Software to improve existing functionality and, when appropriate, take the Village's requests into consideration.

f) **New Features** – Rolling upgrades of the solution that strengthen and update the Software's functionality and associated applications.

g) **Software Maintenance Agreement** – In all submitted proposals, Respondents shall be able to produce a Software Maintenance Agreement that details guarantees of upgrades and the dedicated process for improving the software purchased by the Village. The terms of such Software Maintenance Agreement shall be subordinate to the terms of this Agreement.

- **Annual license, maintenance and support costs shall not be charged by the Respondent until final acceptance by the village.**

VIII.   MAINTENANCE AND SUPPORT SLA

Support Service Level Agreement – In all submitted proposals, Respondents shall provide a Service Level Agreement that details guarantees of customer support as well as a service escalation process that shall at a minimum provide a level of support as described below. System shall be understood to mean the software provided by the Respondent, any modifications made to the software by the Respondent, servers run by the Respondent or Respondent's sub-contractor.

Respondent shall respond to Village initiated problems in accordance with the following - Village of Buffalo Grove shall identify a problem as one of the following levels:

MAJOR – The System is down or precludes the Village from successful operation of either the total system or an application or component critical to operation, and requires immediate attention (for example, excessive abnormal terminations or data integrity problems). A critical System has significant outages and/or failures precluding its successful operation, possibly endangering the User environment. The System may operate but is severely restricted (for example, a frequently used sub-command gives an incorrect response).

MINOR - A minor problem exists with the System but the majority of the functions are still usable and some circumvention may be required to provide service (for example, an infrequently used subcommand gives an incorrect response). Also includes minor problems or questions that do not affect the System's function, such as a form of non-operational System failure (for example, the text of a message is worded poorly or misspelled).

Callback Procedures: Respondent shall respond to Village's of calls, whether initial or return, according to the following guidelines:

> MAJOR - Direct connection or callback within one (1) hour.

> MINOR - Direct connection or callback within four (4) hours.

Resolution Procedures:

> MAJOR - Respondent shall provide (i) a corrected version of the System, (ii) a patch for the portion of the System that is not functioning properly or (iii) a workaround for the problem within four (4) hours of the problem being reported by Village of Buffalo Grove. In the event that a temporary solution is provided by Respondent a permanent solution shall be provided to Village of Buffalo Grove within thirty (30) calendar days of the event.

> MINOR - Respondent shall provide (i) a patch or (ii) a workaround within twenty-four (24) hours of the problem being reported. A corrected version of the System shall be provided in the next release of the System or within three (3) months, whichever occurs first, unless the temporary nature of any correction is not effective in solving the problem, in which case a corrected version of the System shall be provided within thirty (30) calendar days.

IX.   ADDITIONAL OPTIONS

Although the Village has these specific requirements, it is also interested in the Respondent's ideas for additional services or features for the Solution. We encourage respondents to consider and propose alternative solutions and recommendations in addition to those requested above. We are particularly interested in features that your company may have already developed and deployed for other customers.

X.   IMPLEMENTATION SCHEDULE

Provide a detailed implementation schedule beginning with the contract execution on April 20, 2020, and ending with a go live date, after a successful dry run, for the new software on Monday November 30, 2020. Implementation schedule shall detail Respondents and Village staff time. Include in the schedule a Dry Run with dummy data to be successfully completed prior to final acceptance by the Village.

If the Respondent shall fail to complete the all work required to implement the Solution which shall include any proper extension granted by the Village, the Respondent shall pay to the Village an amount equal to Five Hundred dollars ($500) per calendar day for each calendar day past November 30, 2020 until final acceptance by the Village, as liquidated damages and not as a penalty.

Acceptance

The Dry Run shall serve to test:

a) The capacity of the Web Interface to handle significant volumes of input from multiple Customers simultaneously.
b) The configurations to the Software that have been made to allow for Village specific needs will function according to all requirements set forth herein.
c) The Software itself shall perform in accordance with all of the requirements set forth herein.
d) If a hosted solution has been selected the hosting services will perform in accordance with all of the requirements set forth herein
e) That all reports to be generated by the Solution can be produced.
f) That all processes under the Solution work according to the requirements set forth herein.

The Dry Run shall last as long as it takes to complete, but no longer than is commercially reasonable, for the Village to verify that the functionality and performance required hereunder has been met. In the event of a failure of any aspect of the Dry Run Supplier shall be given no more than fourteen (14) days to make any corrections and the Dry Run shall be re-performed.

Annual license, maintenance and support begins upon final acceptance by the Village and costs shall not be charged by the Respondent until said date.

XI. RESPONDENT'S INSURANCE

Respondent shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Respondent, his agents, representatives, employees, or subcontractors.

A. <u>Minimum Scope of Insurance</u>: Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village of Buffalo Grove named as additional insured on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 or CG 20 26 and CG 20 01 04 13.

1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026
2. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
3. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

B. <u>Minimum Limits of Insurance</u>: Respondent shall maintain limits no less than:

1. Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than $2,000,000 or a project/contract specific aggregate of $1,000,000.
2. Business Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of $500,000 per accident.

C. <u>Professional Liability</u>

1. Professional liability insurance with limits not less than $1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed $50,000 without prior written approval.

2. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Contractor shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.

3. Provide a certified copy of actual policy for review.

4. Recommended Required Coverage (architect, engineer, surveyor, consultant, supplier): Professional liability insurance that provides indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following:

   a. Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, and change orders, designs or specifications;

   b. Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage.

RFP Exhibit A.

Examples of permits include but are not limited to:

- Non Residential Addition
- Residential Addition
- AC Unit
- Basement Remodel
- Alarm - Burglar
- Demolition Non Residential
- Demolition Residential
- Driveway and/or Apron
- Non Residential Electrical
- Residential Electrical
- Elevator Modification/Repair
- New Elevator
- Footing & Foundation Non Res
- Footing & Foundation Residential
- Fence
- Alarm - Fire
- Fire Damage Repair
- Fire Suppression System
- Furnace
- Lawn Sprinkler
- Non Residential Mechanical
- Mechanical Residential
- Non Residential New Construction
- Residential New Construction
- Parking lot
- Patios, walks, landings
- Plumbing Non Residential
- Plumbing Residential
- Remodel Non Residential
- Remodel Residential
- Roof
- Sign
- Swimming Pool
- Temporary Food Permit
- Tent
- Water Heater
- Windows and Skylites

Examples of licenses include but are not limited to:

o   Asian Bodywork Establishment
o   Asian Bodywork Therapist
o   Contractor Registration
o   Rental
o   Alarm
o   Business
o   Chauffeur
o   Electrical
o   Solar
o   Food and Beverage
o   Home Daycare
o   Hotel
o   Liquor Tasting
o   Liquor Special Event
o   Massage
o   Mobile Vendor
o   Passenger
o   Pawn Broker
o   Pool
o   Raffle
o   Refuse Hauling
o   Resale Shop
o   Tobacco
o   Vending
o   Video Gaming
o   Zoning and Use Form

PROPOSAL RESPONSE REQUIREMENTS

Responses will be evaluated based on the quality and completeness of the information provided. Failure to provide any of the requested information may result in disqualification. The criteria listed below will be used in the evaluation of the written proposals. Concise presentation of the requested information should be anticipated to be evaluated more favorably than unnecessarily detailed descriptions. Advertising and promotional material are not an acceptable submission, either alone or accompanying the required response. Font size should be no smaller than 10 point. All pages in the response should be 8.5" x 11" and numbered sequentially. Respondents must also include a table of contents, which indicates the section and page numbers corresponding to the information included.

Selection will be based on overall features, how well the software meets the selection criteria, and best overall value. This is detailed in the section Evaluation Breakdown.

Proposers shall not include any information regarding Respondent's fees, pricing, or other compensation other than in the manner specified in the Instructions to Respondents.

Please format the proposal with the following sections. Include all information requested. The Village prefers proposals to be concise and easy to understand. Do not include unnecessary or extraneous information. Use the same sections and numbers that designate the proposal requirements below to designate the associated response. Organize the response in the same order as organized in the following sections.

Section I – Executive Summary

1. The Executive Summary must include a brief overview of the key elements of your proposal. Please highlight any features or areas that differentiate your services and products from competitors. Limit the Executive Summary to no more than two (2) pages.

Section II – Project Services

1. A general description of the Respondent's ability to provide the requested services, as described in the Scope of Services. Include a list the key products and services you are proposing. Organize your response generally following the outline in the Scope of Work.

2. Describe your ability to meet each of the Required Solution Features listed in the Scope of Services. The review of the Respondent's ability to provide the Required Solution Features shall be evaluated as a pass or fail. Organize your response generally following the outline in the Scope of Work.

3. Provide a brief description, for each listed item, demonstrating how your proposed solution accomplishes each of the stated objectives listed as a Requested Solution Feature. Organize your response generally following the outline in the Scope of Work.

5. Submit a detailed implementation plan, which will address requirements, customizations, data migration, implementation schedule, training schedule, delivery milestones, estimated hours of work effort, and responsibilities of each party.

6. Include a statement in your submittal obligating the Respondent to provide updates to later versions of all integrated software at no cost to the Village.

7. Describe the process of how your company works with remote customers.

Section III – Training

1. Describe the training that accompanies the Solution implementation.
2. What types of training materials are provided?
3. Is the training you are proposing on-site training?

Section IV – Software Support and Maintenance (Include your Service Level Agreements (SLA) in this section)

1. Describe the software support/maintenance programs available.
2. Does the maintenance program include all future software upgrades?
3. Describe the hours of support you provide? Where is you support center located? Is it staffed by your own employees or is it a third-party facility? Briefly discuss technical support staffing numbers and staff experience.
4. Provide a detailed SLA based upon requested Maintenance and Support. (Scope of Services Item VIII)
5. Describe your service call escalation policy.
6. Do you have a guaranteed uptime? Describe your service level agreement for uptime
   a. Describe your Disaster Recovery solution, including Recovery Time Objective (RTO) and Recovery Point Objective (RPO)
7. Include a statement in your submittal obligating the Respondent to provide support and service for a minimum of seven years. The statement shall include language that guarantees an upgrade to a new version if support for the Software provided to the Village is discontinued for any reason.

Section V – Software License (Include your proposed License in this section)

1. Describe the type(s) of license model offered for your software product. (Annual, Perpetual, Other).
2. Copy of License Model

Section VI – Company Profile

    1. Profile and Qualifications Form located on pages 30-31.

    2. History of the Respondent's firm including any Awards, Affiliations and Accreditations (up to two [2] pages)

Section VII – Resumes

    1. Provide the names of the point of contact and project manager for this project.

    2. Organizational chart identifying disciplines, specific personnel, and role of those who will be assigned to this project. (One [1] page)

    3. Resumes of key personnel to be assigned to this project (up to one [1] page per person)

Section VIII – Qualifications and Experience

    1. Related experience during the past five (5) years, including (up to six [6] pages):

        a. The Respondent's firm shall have a minimum of five (5) years of acceptable local governmental experience of similar size and scope. The Respondent shall describe experience on five (5) project references with contact names, titles, telephone numbers, e-mail, and mailing addresses. In documenting experience, the Respondent should specifically describe the project, significant implementation challenges, and the implemented solutions. Detail how your firm specializes in solutions for local governments. Provide information on when each project was awarded and when it was completed.

    2. Provide information on the Respondent's number of public sector vs. private sector clients.

Section IX– Disclosures

    1. Financial disclosure - profit and loss (one [1] page)

    2. Copy of current professional liability or errors and omissions insurance (one [1] page)

    3. Pending litigation or ongoing binding arbitration with a client (one [1] page)

    4. Signed and notarized copy of the Public Contract Statements (located on page 6).

    4. Note any exceptions to the language in the Agreement in your Proposal Packet. (Appendix A.)

SUBMISSION OF WRITTEN RESPONSES

Respondents interested in providing the services requested, must respond in writing by the date specified. All submissions become the property of the Village and will not be returned to the Respondents. All costs associated with submission preparation will be borne by the submitter.

PROFILE AND QUALIFICATIONS FORM

Each Respondent is required to fully answer all questions in each category listed below

All questions must be addressed by the Respondent in order for this application form to be properly completed. Failure to answer any question, or comply with any directive contained in this form may be used by the Village as grounds to find the Respondent ineligible. If a question or directive does not pertain to your firm in any way, please indicate with the symbol N/A.

1. Firm Name_____

Business Address_____

City_____ State_____

County _____ Zip Code _____

2. Names and Titles of Two Contact People

A) _____Phone (_____) _____

B) _____Phone (_____) _____

3. Submittal is for:

Parent Company (List any Division or Branch Offices to be involved in this project)

Division (attach separate list if more than one is to be included)

Subsidiary

Branch Office

Name of Entity: _____

Address: _____

_____

4. Type of Firm:

- o   Corporation
- o   Partnership
- o   Sole Ownership
- o   Joint Venture
- o   Other _____

5. Federal Employer Identification Number _____

6. Year Firm was established _____

7. Name and Address of Parent Company: (if applicable) _____

8. Acknowledgement of receipt of Addenda(s) _____ (list each addendum number)

   Attach each signed addendum, if any, to the Proposal Packet as part of your submittal.

Date   _____

(Sign here) By   _____

(Print Name)   _____

Title   _____

E-mail   _____

PROPOSAL REVIEW AND SELECTION OF THE FINALISTS

The Village will establish a Project Evaluation Team to review and evaluate the Respondents written responses to this RFP in accordance with the evaluation criteria identified in the following section. The Project Evaluation Team will check client references, which will also be evaluated. The Village reserves the right to reject any or all submissions and to waive informalities and minor irregularities in submissions received and to accept any submissions if deemed in the best interest of the Village to do so.

Respondent Ranking

Based on results from the written responses to the RFP and client reference responses, the Project Evaluation Team will rank the finalist Respondents. If the Evaluation Team deems it necessary, finalists will be invited to provide presentations and to respond to questions from staff. Contract negotiations will proceed with the top-ranked Respondents.

Evaluation Breakdown

Any response that contains a Fail will not pass on to the point value evaluation step. Examples of a failing evaluation include but are not limited to: failure to submit all requested documentation, inability to meet Required System Features, and failure to submit the Schedule of Prices separate and apart from the Proposal Response.

All responses will be ranked in the following categories: Software Features, Support and Maintenance, Qualifications and Experience, References, and Project Schedule. The categories will then be weighted as shown below.

Once all proposals have been reviewed, the Schedule of Prices will be opened. Cost will then be taken in consideration in order to complete the selection process.

- Software Features, Cost, and Support and Maintenance – 75%
- Project Schedule , Qualification and Experience, and Resumes– 25%
- Significant Deviation from Proposed Agreement (This will have a negative impact on the evaluation score)

All Respondents are advised that in the event of receipt of an adequate number of proposals, which in the opinion of the Evaluation Committee require no clarification and/or supplementary information, such proposals may be evaluated without discussion. Hence, proposals should be initially submitted on the most complete and favorable terms which Respondents are capable of offering to the Village.

Development of an Agreement

The Village intends to negotiate an agreement Community Development Permitting, and Inspection Software. If an acceptable agreement cannot be negotiated within an acceptable time period from the date of Respondent selection, negotiations with the next-ranked Respondents may be initiated. The Village intends to use the Agreement (Appendix A) for this project. Note any exceptions to the language in the Agreement in your Proposal Packet.

<p align="center">RFP Schedule</p>

Task	Timeline
Issue RFP	**January 10, 2020**
Questions due	**January 22, 2020**
Proposals due	**February 13, 2020**
Evaluation Committee Meets	**Mid-March**
Interviews with qualified Respondents	**March 18-19, 2020**
Selection of finalist*	**April 1-2, 2020**
Intent to award*	**April 3, 2020**
Award of Agreement *	**April 20, 2020**
Notice to Proceed*	**April 27, 2020**

*The schedule may be modified by the Village if it is deemed to be in the best interests of the Village.

APPENDIX A.
VILLAGE OF BUFFALO GROVE
AGREEMENT
COMMUNITY DEVELOPMENT PERMITTING, AND INSPECTION SOFTWARE

THIS AGREEMENT is dated as of the _____ day of _____. 2020 *("Agreement")*
And is by and between the **VILLAGE OF BUFFALO GROVE,** an Illinois home rule municipal corporation
("Village") and the Supplier identified in Subsection 1A below.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the Village's statutory and home rule powers, the parties agree as follows:

SECTION 1. SUPPLIER.

A.   **Engagement of Supplier.** The Village desires to engage the Supplier
Identified below to provide all necessary professional consulting services and to perform the work in connection with the project identified below:

Company. ("Supplier")
Street
City, State, Zip
Telephone:
Email:

B.   **Project Description**.   The Supplier shall provide a license, install, configure and integrate Community Development Permitting, Village issued License, and Inspection Software (hereinafter, the "Software") either as a standalone system or as part of existing Village system(s). The deliverable described in the preceding sentence shall hereinafter be referred to as the "Solution".

C.   **Representations of Supplier.** The Supplier has submitted to the Village a description of the services to be provided by the Supplier, a copy of which is attached as Exhibit B to this Agreement ("Software/Services"). The Supplier represents that it is financially solvent, has the necessary financial resources, has the unrestricted legal right to provides licenses granted hereunder to the Software and is sufficiently experienced and competent to perform and complete the professional consulting services set forth in Exhibit B in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

SECTION 2. SCOPE OF SERVICES.

A. **Retention of the Supplier.** The Village retains the Supplier to perform, and the Supplier agrees to perform, the Services.

B. **Services.** The Supplier shall provide the Services pursuant to the terms and conditions of this Agreement.

C. **Commencement.** Time of Performance. The Supplier shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties (the "Commencement Date"). The Supplier shall diligently and continuously prosecute the Services until the completion of the Work.

D. **Reporting.** The Supplier shall regularly report to the Deputy Village Manager ("Manager") or his/her designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

A. **Agreement Amount.** The total amount billed for the Services during the term of this Agreement shall not exceed the amount identified in the Schedule of Prices section in Exhibit A, unless amended pursuant to Subsection 8A of this Agreement.

B. **Invoices and Payment.** The Supplier shall be paid as provided in Exhibit A. The Supplier shall submit invoices to the Village in a Village approved format for those portions of the Services performed and completed by the Supplier. The amount billed in any such invoice shall be based on the method of payment set forth in Exhibit A. The Village shall pay to the Supplier the amount billed pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)

C. **Records**. The Supplier shall maintain records showing actual time devoted and costs incurred, and shall permit the authorized representative of the Village to inspect and audit all data and records of the Supplier for work done under the Agreement. The records shall be made available to the Village at reasonable times during the Agreement period, and for three years after the termination of the Agreement.

D. **Claim In Addition To Agreement Amount**. if the Supplier wishes to make a claim for additional compensation as a result of action taken by the Village, the Supplier shall provide written notice to the Village of such claim within 7 calendar days after occurrence of such action as provided by Subsection 8.D. of this Agreement, and no claim for additional compensation shall be valid unless made in accordance with this Subsection. Any changes in this Agreement Amount shall be valid only upon written amendment pursuant to Subsection 8.A. of this Agreement. Regardless of the decision of the Village relative to a claim submitted by the Supplier, the Supplier shall proceed with all of the Services required to complete the project under this Agreement as determined by the Village without interruption.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT (cont.)

E. **Escalation.**   Written requests for price revisions after the first term shall be submitted at least ninety (90) calendar days in advance of the contract period. Requests must be based upon and include documentation of the actual change in the cost of the components involved in the contract and shall not include overhead or profit.

　　　　The Village of Buffalo Grove reserves the right to reject a proposed price increase and terminate the Contract.

F. **Taxes, Benefits and Royalties.** The Agreement Amount includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Supplier.

G. **Final Acceptance.** The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by the Village of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed. In the event that a subsequent deliverable causes a prior deliverable to become non-functional or function at a lower level than when that prior deliverable was accepted Supplier shall be obligated to modify the prior deliverable to its prior level of functionality when used in conjunction with the newer deliverable.

SECTION 4. PERSONNEL SUBCONTRACTORS.

A. **Key Project Personnel.** The Key Project Personnel identified in Exhibit B shall be primarily responsible for carrying out the Services on behalf of the Supplier. The Key Project Personnel shall not be changed without the Village's prior written approval.

B. **Availability of Personnel.** The Supplier shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Supplier shall notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Supplier shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion of the Services, which must be duplicated or redone due to such termination or for any delay, or extension of the Time of Performance as a result of any such termination, reassigning, or resignation.

SECTION 4. PERSONNEL SUBCONTRACTORS (cont.)

C. **Approval and Use of Subcontractors**. The Supplier shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village in writing. All subcontractors and subcontracts used by the Supplier shall be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Supplier of full responsibility and liability for the provision, performance, and completion of the Services as required by the Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Supplier. For purposes of this Agreement, the term "Supplier" shall be deemed also to refer to all subcontractors of the Supplier, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

D. **Removal of Personnel and Subcontractors.** If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village, the Supplier shall immediately upon notice from the Village remove and replace such personnel or subcontractor. The Supplier shall have no claim for damages, for compensation in excess of the amount contained in this Agreement of for a delay or extension of the Time of Performance as a result of any such removal or replacement.

SECTION 5. CONFIDENTIAL INFORMATION.

A. **Confidential Information.** The term "Confidential Information" shall mean information in the possession or under the control of the Village relating to the technical, business or corporate affairs of the Village; Village property; user information, including, without limitation, any information pertaining to usage of the Village's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. Village Confidential Information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the Supplier from a source other than the Village prior to the time of disclosure of said information to the Supplier under this Agreement ("Time of Disclosure"); (ii) to have been in the public domain prior to the Time of Disclosure; (iii) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Supplier or the Village; or (iv) to have been supplied to the Supplier after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.

B. **No Disclosure of Confidential Information by the Supplier**. The Supplier acknowledges that it shall, in performing the Services for the Village under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Supplier shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the Village. The Supplier shall use reasonable measures at least as strict as those the Supplier uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Supplier to execute a non-disclosure agreement before obtaining access to Confidential Information.

SECTION 6. WARRANTY; INDEMNIFICATION; INSURANCE

A. **Warranty of Services.** The Supplier warrants that the Services shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the Time of Performance and that the deliverables will conform in all material respects with their specifications. The warranty expressed shall be in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.

B. **Indemnification**. The Supplier shall, without regard to the availability or unavailability of any insurance, either of the Village or the Supplier, indemnify, save harmless, and defend the Village, and its officials, employees, agents, and attorneys against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that arise, or may be alleged to have arisen, out of or in connection with, the Supplier's performance of, or failure to perform, the Services or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of the Supplier, except to the extent caused by the sole negligence of the Village.

C. **Infringement Indemnity.** If the deliverable (including but not limited to any System elements) provided by Supplier (other than items provided by the Village) to provide the System and any related services becomes, or in Supplier's reasonable opinion is likely to become, the subject of an infringement or misappropriation claim or proceeding, then Supplier will promptly notify the Village of such claim or proceeding and at Supplier's expense take the following actions in the following priority order (i.e., Supplier must exercise all commercially reasonable efforts to obtain a higher priority option before resorting to a lower priority option): (i) secure the right to continue using the item; (ii) modify the item to make it non-infringing, provided that such modification will not degrade the performance or quality of the affected component of the Services in any material way; (iii) replace the item with a non-infringing substitute that does not degrade the performance or quality of the affected component of the Services in any material way; or (iv) if the infringement or misappropriation claim or threatened claim is a bona fide claim with a basis in fact, remove the item from the Services and equitably adjust Supplier's charges to adequately reflect such removal. Supplier shall be responsible for all costs and expenses (including costs of building new interfaces) incurred by Supplier or by the Village in connection with the activities contemplated by this Section

D. **Insurance.** Contemporaneous with the Supplier's execution of this Agreement, the Supplier shall provide certificates and policies of insurance, all with coverages and limits acceptable to the Village, and evidencing at least the minimum insurance coverages and limits as set forth in Exhibit B to this Agreement. For good cause shown, the Deputy Village Manager ("Manager") may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the Manager may impose in the exercise of his sole discretion. Such certificates and policies shall be in a form acceptable to the Village and from companies with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Such insurance policies shall provide that no change, modification in, or cancellation of, any insurance shall become effective until the expiration of 30 calendar days after written notice thereof shall have been given by the insurance company to the Village. The Supplier shall, at all times during the term of this Agreement, maintain and keep in force, at the Supplier's expense, the insurance coverages provided above, including, without limitation, at all times while correcting any failure to meet the warranty requirements of Subsection 6.A., Warranty of Services, of this Agreement.

SECTION 6. WARRANTY; INDEMNIFICATION; INSURANCE (cont)

E. **No Personal Liability**. No elected or appointed official, agent, or employee of the Village shall be personally liable, in law or in contract, to the Supplier as the result of the execution of this Agreement.

SECTION 7. TERM and TERMINATION

A. **Termination**. Notwithstanding any other provision hereof, the Village may terminate this Agreement, without cause, at any time upon 15 calendar days prior written notice to the Supplier. In the event that this Agreement is so terminated, the Supplier shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in Exhibit B.

B. **Term**. The Time of Performance of this Agreement, unless terminated pursuant to the terms of this Agreement, shall be for 36 months from the date of Final Acceptance. The Village shall have the right to extend this agreement for subsequent 36 month terms.

  At the end of any Term the Village reserves the right to extend this contract for a period of up to one hundred and eighty (180) calendar days for the purpose of securing a new agreement.

C. **Default.** if it should appear at any time that the Supplier has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("Event of Default"), and fails to cure any such Event of Default within fourteen (14) calendar days after the Supplier's receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. **Cure by Supplier.** The Village may require the Supplier, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Supplier and the Services into compliance with this Agreement.

2. **Termination of Agreement by Village.** The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement.

3. **Withholding of Payment by Village.** The Village may withhold from any payment, whether or not previously approved, or may recover from the Supplier, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Supplier or as a result of actions taken by the Village in response to any Event of Default by the Supplier.

SECTION 7. TERM and TERMINATION (cont.)

J. **Implementation Schedule** The Supplier shall have completed all work required to implement the Solution and the Software system shall be accepted by the Deputy Village Manager, provided that acceptance by the Deputy Village Manager shall not be unreasonably delayed, On or before Monday November 30, 2020.

If the Supplier shall fail to complete the all work required to implement the Solution which shall include any proper extension granted by the Village, the Supplier shall pay to the Village an amount equal to Five Hundred dollars ($500) per calendar day for each day past the November 30, 2020 until final acceptance by the Village, as liquidated damages and not as a penalty.

SECTION 8. AGREEMENT GENERAL PROVISIONS

A. **Joint Purchasing/Purchasing Extension**

The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases to be made by other Municipalities, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, et seq. (the "Act"). All purchases and payments made under the Act shall be made directly by and between each municipality and the Supplier. The Supplier agrees that the Village of Buffalo Grove shall not be responsible in any way for purchase orders or payments made by the other Municipalities. The Supplier further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to other Municipalities during the extended term of this Agreement.

The Supplier and the other Municipalities may negotiate such other and further terms and conditions to this Agreement ("Other Terms") as individual projects may require.   In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the Supplier and the other municipality.

The Supplier shall provide other Municipalities with all documentation as required in the Request for Proposals, and as otherwise required by the Village including, but not limited to:

•   Certificate of insurance naming each additional municipality as an additional insured

SECTION 8. AGREEMENT GENERAL PROVISIONS (cont.)

B. **Disabling Code** Supplier covenants, warrants and represents that it has taken all reasonable steps to test any software licensed or developed hereunder (including software modifications) for Disabling Code (as defined below) and that the software is and shall be free of Disabling Code as of the date of delivery by the Supplier, and that the Supplier shall continue to take such steps with respect to future enhancements or modifications to the software. The Supplier shall not invoke any Disabling Code on any of the Village of Buffalo Grove's systems. The term "Disabling Code" means computer instructions, features or functions that may permit the Supplier or a third party to, or may automatically: (a) alter, destroy or inhibit the software and/or Village of Buffalo Grove's processing environment; (b) erase, destroy, corrupt or modify any data, programs, materials or information used by Village of Buffalo Grove or store any data, programs, materials or information on Village of Buffalo Grove's computers without the consent of Village of Buffalo Grove; (c) discontinue Village of Buffalo Grove's effective use of the software; or (d) bypass any internal or external software security measure to obtain access to any hardware or software of Village of Buffalo Grove without the consent or knowledge of Village of Buffalo Grove, including, but not limited to, other programs' data storage and computer libraries. Disabling Code includes, but is not limited to, programs that self-replicate without manual intervention, instructions programmed to activate at a predetermined time or upon a specified event, and/or programs purporting to do a meaningful function but designed for a different function. The Supplier further covenants, warrants and represents that it shall maintain a master copy of each version of the software free and clear of any Disabling Code. Upon Village of Buffalo Grove's request, the Supplier agrees to make such master copy available to Village of Buffalo Grove, with appropriate provisions for security thereof, for comparison with, and if necessary, correction by the Supplier of Village of Buffalo Grove's copy of the software.

C. **Virus Protection** To the extent that any computer equipment is used by the Supplier in conjunction with the Services and the Supplier provides software or equipment to Village of Buffalo Grove, the Supplier must use up-to-date anti-virus software on all such equipment and systems, which shall constitute commercially reasonable efforts to deliver all software and equipment virus free. As used in the preceding sentence, "up-to-date anti-virus software" shall mean that the Supplier uses virus definition files made available by the anti-virus software publisher no more than seven (7) calendar days prior to the date of the complained of incident. The Supplier must have approved anti-virus protection software and update virus definition files on a weekly basis, unless a new or variant virus or malicious code is identified by Village of Buffalo Grove and communicated to the Supplier and in such case, the updates will occur daily. All storage media will be scanned on a daily basis or files will be scanned on a real time basis by virus protection software as those files are accessed, and any infected files will be immediately deleted. The Supplier will be responsible for making any and all configuration changes or purchases, which may be required, based on the above referenced Village of Buffalo Grove evaluation. It is the responsibility of the Supplier to ensure timely updates, patches, etc., and to ensure their software and protection remains current (as specified above). With respect to software deliverables, immediately before delivering them to Village of Buffalo Grove, the Supplier will scan such deliverables for viruses with the most recent virus definition files available from the anti-virus software publisher. If the Supplier fails to perform any obligation set forth in this section and if as a result, the software deliverable or interfacing equipment introduces a virus into Village of Buffalo Grove's system(s), the Supplier will be responsible for any costs in removing the virus from the affected system(s), in addition to being liable for other damages resulting from such introduction.

SECTION 8. AGREEMENT GENERAL PROVISIONS (cont.)

    D. **Maintenance and Support**

The Supplier's Software, including all features and modular applications associated with the Software, must have qualified and available support included as a part of ongoing services to maintain the Software, using guidelines, structures, and materials meeting the following criteria:

1. **Online Training Videos**. An online repository of training videos for the purposes of fully training new staff members or retraining existing IT staff members at no additional cost.

2. **Support.** The Supplier shall provide access to live support available via e-mail or phone during Supplier's normal business hours. The support team must be fluent in the functionality and uses of both the content management system's features and associate applications and modules. Responses to critical issues shall be as defined in Maintenance and Support SLA section of this document.

3. **Support Materials.** 24/7 access to support materials including, but not limited to: online training manuals, support FAQs, customer support forums, instructional videos, informational newsletters, informational and support-driven webinars (live and archived), request forms, online education courses and support-related updates through common social networking mediums at no additional cost.

The Supplier must commit to regular maintenance and updating of the Software and associated applications for the purposes of keeping the existing software up-to- date as well as introducing new functionality and applications. Supplier shall commit to and provide information on:

4. **Development Process.** A process dedicated to reviewing new technologies and implementing development projects in order to provide a more robust software package with additional features and applications.

5. **Software Improvements.** Regular maintenance of the Software to improve existing functionality and, when appropriate, take the Village's requests into consideration.

6. **New Features.** Rolling upgrades of the solution that strengthen and update the Software's functionality and associated applications.

7. **Software Maintenance Agreement.** In all submitted proposals, Suppliers shall be able to produce a Software Maintenance Agreement that details guarantees of upgrades and the dedicated process for improving the software purchased by the Village. The terms of such Software Maintenance Agreement shall be subordinate to the terms of this Agreement.

Annual license, maintenance and support costs shall not be charged by the Supplier until final acceptance by the village.

SECTION 8. AGREEMENT GENERAL PROVISIONS (cont.)

E. **Support Service Level Agreement** – In all submitted proposals, Suppliers shall provide a Service Level Agreement that details guarantees of customer support as well as a service escalation process that shall at a minimum provide a level of support as described below. System shall be understood to mean the software provided by the Supplier, any modifications made to the software by the Supplier, servers run by the Supplier or Supplier's sub-contractor.

Supplier shall respond to Village initiated problems in accordance with the following - Village of Buffalo Grove shall identify a problem as one of the following levels:

MAJOR – The System is down or precludes the Village from successful operation of either the total system or an application or component critical to operation, and requires immediate attention (for example, excessive abnormal terminations or data integrity problems). A critical System has significant outages and/or failures precluding its successful operation, possibly endangering the User environment. The System may operate but is severely restricted (for example, a frequently used sub-command gives an incorrect response).

MINOR - A minor problem exists with the System but the majority of the functions are still usable and some circumvention may be required to provide service (for example, an infrequently used subcommand gives an incorrect response). Also includes minor problems or questions that do not affect the System's function, such as a form of non-operational System failure (for example, the text of a message is worded poorly or misspelled).

Callback Procedures: Supplier shall respond to Village's of calls, whether initial or return, according to the following guidelines:

MAJOR - Direct connection or callback within one (1) hour.

MINOR - Direct connection or callback within four (4) hours.

Resolution Procedures:

MAJOR - Supplier shall provide (i) a corrected version of the System, (ii) a patch for the portion of the System that is not functioning properly or (iii) a workaround for the problem within four (4) hours of the problem being reported by Village of Buffalo Grove. In the event that a temporary solution is provided by Supplier a permanent solution shall be provided to Village of Buffalo Grove within thirty (30) calendar days of the event.

MINOR - Supplier shall provide (i) a patch or (ii) a workaround within twenty-four (24) hours of the problem being reported. A corrected version of the System shall be provided in the next release of the System or within three (3) months, whichever occurs first, unless the temporary nature of any correction is not effective in solving the problem, in which case a corrected version of the System shall be provided within thirty (30) calendar days.

SECTION 8. AGREEMENT GENERAL PROVISIONS (cont.)

F. **License**. Supplier hereby grants to the Village, for the Term of this Agreement and any successor Terms, a non-exclusive and royalty-free (other than for the license and support fees set forth in this Agreement) license to use the Software (which includes the right to use any updates, revisions, new versions or any other code provided under the Supplier's Support obligations to the Village) in accordance with the terms of this Agreement. These license rights shall include the right of the Village (i) to install the Software on hardware owned by the Village, leased by the Village or provided to the Village under a services agreement with a third party (ii) employ a third party service provider, either directly or indirectly, to operate and maintain its information technology environment, install and maintain the Software and to serve as the Village's interface to Supplier for any Software support or Service Level Agreement matters, (iii) allow an unlimited number of third parties (collectively "Customers") to access the Software via a Web Interface without the requirement that any Customer enter into a license agreement with Supplier or pay any fee of any sort to Supplier; or (iv) allow any third party to access the Software as required by the provisions of the laws of the United States of America or the State of Illinois.

G. **Termination Assistance Services.**

Availability. As part of the Services, and for the cost set forth in the Schedule of Prices for such services Supplier shall provide to the Village the Termination Assistance Services described herein (Termination Assistance Services).

1. **Period of Provision.** Supplier shall provide such Termination Assistance Services to the Village or its designated successor supplier(s) (commencing upon notice from the Village up to one hundred and eighty (180) calendar days prior to the expiration of the Term and continuing for up to one hundred and eighty (180) calendar days following the effective date of the expiration of the Term (as such Term may be extended pursuant to the provisions of this Agreement.

2. **Firm Commitment**. Supplier shall provide Termination Assistance Services to The Village's or its designated successor supplier(s) regardless of the reason for the expiration or termination of the Term; provided, if this Agreement is terminated by Supplier for failure to pay undisputed amounts, Supplier may require payment by the Village in advance for Termination Assistance Services to be provided or performed under this section.

3. **Performance.** To the extent The Village's requests Termination Assistance Services, such Termination Assistance Services shall be provided subject to and in accordance with the terms and conditions of this Agreement. Supplier shall perform the Termination Assistance Services with at least the same degree of accuracy, quality, completeness, timeliness, responsiveness and resource efficiency as it provided and was required to provide the same or similar Services during the Term. The quality and level of performance of the Termination Assistance Services provided by Supplier following the expiration or termination of the Term as to all or part of the Services or Supplier's receipt of a notice of termination or non-renewal shall continue to meet or exceed the Service Levels and shall not be degraded or deficient in any respect.

4. **Scope of Termination Assistance Service**. As part of the Termination Assistance Services, Supplier will timely transfer the control and responsibility for all information technology functions and Services previously performed by or for Supplier to the Village and/or its designated successor supplier(s) by the execution of any documents reasonably necessary to effect such transfers. Additionally, Supplier shall provide any and all reasonable assistance requested by the Village to allow, among other things:

   a) the Services to continue without interruption or adverse effect; and

   b) the orderly transfer of the Services to the Village and/or its designated successor supplier(s).

   c) Supplier shall (i) assist the Village or its designated successor supplier(s) in developing a written transition plan for the transition of the Services to the Village or its designated successor supplier(s), which plan shall include the planning necessary to effect the transition, (ii) assist in the execution of a parallel operation, data migration and testing process until the transition to the Village or its designated successor supplier(s) has been successfully completed, and, (iii) create and provide copies of the the Village data in the format and on the media reasonably requested by the Village.

SECTION 9. GENERAL PROVISIONS.

A. **Amendment.** No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

B. **Assignment**. This Agreement may not be assigned by the Village or by the Supplier without the prior written consent of the other party.

C. **Calendar Days and Time**. Unless otherwise provided in this Contract, any reference in this Contract to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract falls on a Saturday, Sunday or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday or federal holiday.

D. **Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.

E. **Compliance with Laws and Grants.** Supplier shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Supplier shall also comply with all conditions of any federal, state, or local grant received by Owner or Supplier with respect to this Contract or the Services.

Supplier shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Supplier's, or its subcontractors', performance of, or failure to perform, the Services or any part thereof.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

F. **No Additional Obligation.** The Parties acknowledge and agree that the Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Supplier or with any Supplier solicited or recommended by the Supplier.

SECTION 9. GENERAL PROVISIONS (cont)

G. **Village Board Authority**. Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Supplier to Suppliers shall be subject to the approval of the Village Board of Trustees. The Village shall not be liable to any Supplier or other third party for any agreements made by the Supplier, purportedly on behalf of the Village, without the knowledge and approval of the Village Board of Trustees.

H. **Mutual Cooperation**. The Village agrees to cooperate with the Supplier in the performance of the Services, including meeting with the Supplier and providing the Supplier with such non-confidential information that the Village may have that may be relevant and helpful to the Supplier's performance of the Services. The Supplier agrees to cooperate with the Village in the performance of the Services to complete the Work and with any other Suppliers engaged by the Village.

I. **Ownership**. Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Supplier in connection with any or all of the Services to be performed under this Agreement ("Documents") shall be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Supplier shall cause the Documents to be promptly delivered to the Village.

J. **Freedom of Information.** Supplier agrees to furnish all documentation related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) calendar days after Village issues notice of such request to Contractor. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Supplier's, actual or alleged violation of the FOIA or Supplier's failure to furnish all documentation related to a request within five (5) calendar days after Village issues notice of a request. Furthermore, should Supplier request that Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Supplier agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Supplier agrees to defend, indemnify and hold harmless the Village, and agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by Supplier's request to utilize a lawful exemption to the Village.

K. **News Releases**. The Supplier shall not issue any news releases or other public statements regarding the Services without prior approval from the Manager.

SECTION 9. GENERAL PROVISIONS (cont)

L. **Notice**. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic Internet mail ("e-mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Buffalo Grove. ("Village")
50 Raupp Blvd
Buffalo Grove, IL 60089
Attention:
Email:

With a copy to
Patrick Brankin, pbrankin@schainbanks.com
Brett Robinson, brobinson@vbg.org

Notices and communications to the Supplier shall be addressed to, and delivered at, the following address:

Company. ("Supplier")
Street
City, State, Zip
Attention:
Email:

SECTION 9. GENERAL PROVISIONS (cont)

M. **Third Party Beneficiary.** No claim as a third party beneficiary under this Agreement by any person, firm, or corporation other than the Supplier shall be made or be valid against the Village.

N. **Provisions Severable**. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

O. **Time**. Time is of the essence in the performance of this Agreement.

P. **Governing Laws.** This Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall be in Cook County, Illinois

Q. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and the Supplier with respect to the Request for Proposal. The terms of the RFP and the Response provided by Supplier are incorporated herein by reference. In the event of a conflict between the terms of this Agreement and any other agreement between the Village and Supplier the terms of this Agreement shall prevail.

R. **Waiver.** No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

S. **Exhibit.** Exhibit, A and Exhibit B are attached hereto, and by this reference incorporated in and made a part of this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement shall control.

T. **Rights** Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

U. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

V. **No Waiver of Tort Immunity.** Nothing contained in this Agreement shall constitute a waiver by the Village of any right, privilege or defense available to the Village under statutory or common law, including, but not limited to, the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq., as amended.

SECTION 9. GENERAL PROVISIONS (cont)

W. **Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Acknowledgement.

The undersigned hereby represent and acknowledge that they have read the foregoing Agreement, that they know its contents, and that in executing this Agreement they have received legal advice regarding the legal rights of the party on whose behalf they are executing this Agreement, and that they are executing this Agreement as a free and voluntary act and on behalf of the named parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

VILLAGE OF BUFFALO GROVE

By: _____
Name, Title
Date: _____

Company("Supplier")

By: _____

Name_____ Title _____

Date: _____

Exhibit A.
Schedule of Prices
Page 1

Exhibit A.
Schedule of Prices
Page 2

Exhibit B.
Proposal Response Documents "Software/Services"
pg1