SOFTWARE LICENSE AND SERVICES AGREEMENT

This Software License and Services Agreement that includes attached Exhibits ("Agreement") is between Bellefeuil, Szur & Associates, Inc. ("BSA"), a Michigan corporation authorized to conduct business in the State of Illinois, and the Village of Oak Park, Cook County, Illinois, an Illinois home rule corporation ("Customer"), effective the date of the signature of the last Party to sign the Agreement ("Effective Date"). Each party to the Agreement is referred to as a "Party" and the parties, collectively, are referred to as "Parties."

RECITALS

WHEREAS, Customer submitted a Request for Proposal dated December 17, 2015 for software and implementation services for core financials, cashiering, and utility billing system(s) (ERP) ("Project"), incorporated herein as though fully set forth; and

WHEREAS, BSA submitted a Proposal dated January 21, 2016 to perform the Project, incorporated herein as though fully set forth, wherein BSA represented that it has the necessary personnel, experience, and competence to promptly complete the Project; and

WHEREAS, this Agreement sets the terms and conditions under which BSA will furnish certain licensed software and certain Project described herein to Customer for the Project.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, BSA and Customer agree as follows:

SECTION A – SOFTWARE LICENSE

1. **License Grant.**
    1.1. The above recitals are incorporated herein as though fully set forth.
    1.2. Upon the Effective Date, subject to the terms of this Agreement and Customer's ongoing compliance therewith, BSA hereby grants to Customer a perpetual, non-exclusive, non-transferable, and non-assignable license to install and use the BSA Software Products for Customer's internal business purposes only (and not, for example, as a data center, reseller, or service bureau for third parties), only on servers owned by Customer and located at Customer's facilities, and otherwise in accordance with this Agreement for the Project. In the event that the Customer uses offsite servers, the Customer shall take all necessary precautions to ensure that use and access is restricted to fulfilling the Customer's use only. "BSA Software Product(s)" means, the: (i) BSA software products set forth in **Schedule 1 to Exhibit A**; (ii) related interfaces and customizations; (iii) BSA manuals, BSA official specifications, and BSA user guides provided in or with BSA software products set forth in **Schedule 1 to Exhibit A** ("Documentation"); and (iv) all modifications to the BSA software products set forth in **Schedule 1 to Exhibit A**, including, but not limited to, fixes, new versions, new releases, updates, upgrades, corrections, patches, work-arounds (collectively, "Modifications"). For the avoidance of doubt, Documentation does not include advertising, other general statements about products, or statements by sales or other staff members. Customer may make and keep (securely) one archival copy of each BSA Software Product solely for use as backup.
    1.3. Customer will not sublicense, modify, adapt, translate, or otherwise transfer, reverse compile, disassemble or otherwise reverse engineer BSA Software Products or any portion thereof without prior written consent of the BSA. Without limiting the foregoing, the BSA Software Products may not be modified by anyone other than BSA. If Customer modifies the BSA Software Products without BSA's prior written consent, any BSA obligation to provide support services on, and the warranty for, the BSA Software Products will be void. All rights not expressly granted are reserved.
2. **License Fees.** Customer agrees to pay BSA, and BSA agrees to accept from Customer as payment in full for the license granted herein, the software fees set forth in **Schedule 1 to Exhibit A**, which shall include an unlimited number of concurrent users.
3. **Limited Software Warranty.**
    3.1. BSA warrants and represents for a period of one (1) year from the go-live date of BSA Software Product that: (i) such BSA Software Product will perform substantially in the same manner as official demonstration versions and in accordance with BSA's authorized online tutorials and videos that may have been made available as part of the sales and negotiation process leading up to this Agreement; and (ii) the BSA Software Product shall conform to the Documentation and be free of material defects in workmanship and materials. Any claim under this Limited Software Warranty must be made within ninety (90) days after the expiration of the one (1) year warranty period. Customer's exclusive remedy in the event of a breach of this warranty shall be to have BSA use reasonable efforts to repair or replace the non-conforming BSA Software Product so as to render it conforming to the warranty, or in the event that is not possible to render it conforming with reasonable efforts, to receive a refund of the amount paid for the BSA Software Product.
    3.2. THE FOREGOING LIMITED SOFTWARE WARRANTY IS IN LIEU OF ALL OTHER REPRESENTATIONS OR WARRANTIES RELATING IN ANY WAY TO THE BSA SOFTWARE PRODUCTS, INCLUDING, *BUT NOT LIMITED TO,* THEIR FEATURES, ATTRIBUTES, FUNCTIONALITY, AND PERFORMANCE. THE FOREGOING LIMITED SOFTWARE WARRANTY IS IN LIEU

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OF ALL SUCH REPRESENTATIONS OR WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR REPRESENTATIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUE OR OTHERWISE IN LAW OR FROM THE COURSE OF DEALING OR USAGE OF TRADE. BSA DOES NOT REPRESENT OR WARRANT THAT THE BSA SOFTWARE PRODUCTS WILL MEET ANY OR ALL OF CUSTOMER'S PARTICULAR REQUIREMENTS, THAT THE OPERATION OF THE BSA SOFTWARE PRODUCTS WILL OPERATE ERROR-FREE OR UNINTERRUPTED, OR THAT ALL PROGRAMMING ERRORS IN THE BSA SOFTWARE PRODUCT(S) CAN BE FOUND IN ORDER TO BE CORRECTED EXCEPT AS OTHERWISE PROVIDED HEREIN.

3.3. The Customer has presented technical specifications of the particular purpose for which the BSA Software Products are intended as identified in Customer's request for proposal and BSA's proposal, which are incorporated by reference herein. Given this advanced preparation concerning, and documentation about the Customer's particular purpose, BSA at the time this Agreement is in force has (1) reason and opportunity to know the particular purpose for which products are required, and (2) that the Customer is relying on BSA's experience and knowledge of these products to provide those which are most suitable and appropriate. Therefore, BSA warrants that the BSA Software Products are fit for the purposes for which it is intended as described in this document.

4. **Ownership of BSA Software Products/Proprietary Information.**

4.1. BSA shall retain ownership of, including all intellectual property rights in and to, the BSA Software Products. Customer agrees not to challenge such rights and hereby assigns any and all copyrights and other intellectual property rights in and to the BSA Software Products to BSA and agrees to execute any and all documents necessary to effect the purposes of this paragraph. "Intellectual property rights" means all trademarks, copyrights, patents, trade secrets, moral rights, know-how, and all other proprietary rights.

SECTION B – PROFESSIONAL SERVICES

5. **Professional Services.** BSA shall provide the services ("Professional Services") set forth in **Schedule 2 to Exhibit A and Exhibit D** (Statement of Work) for the Project, for the prices indicated, provided Customer fulfills its obligations set forth in this Agreement. The Parties may enter into future Statements of Work, which shall become part of this Agreement, pursuant to Section 36 below.

5.1. **Once assigned, the assigned personnel will not be removed from the project without advance notice to the customer. In the case that personnel reassignment is necessary, these personnel will be reassigned by mutual agreement. If BSA personnel are not providing services pursuant to the services as set forth in the Agreement, Customer will inform BSA in order to provide BSA the opportunity to take corrective action. If the issue(s) persist, BSA will provide replacement personnel as mutually agreed upon by the Customer and BSA. Replacement personnel shall provide services at no additional charge to Customer for such time as is reasonably sufficient to re-perform services as necessary. Customer further understands and agrees that staffing assignments are subject to reasonable discretion and that BSA resources are finite, so customer approval of the proposed BSA staff will not be unreasonably withheld. Reasonableness, in this context, will be measured by the proposed staff's ability to satisfy the standards for their role as defined in the Statement of Work. Customer acknowledges that in the event of reassignment of personnel, there may be certain impacts to the project schedule that are unavoidable. BSA and Customer will work collaboratively to mitigate these impacts to the extent possible. To the extent that approval of replacement staff causes delays to the project schedule, and related increases in costs, Customer agrees to full payment for the increased costs.**

6. **Change Orders.** If Customer requires the performance of Professional Services not covered by the existing Agreement, or requires a change to the existing Professional Services, Customer shall deliver to BSA's Project Manager a written change order and specify in such change order the proposed work with sufficient detail to enable BSA to evaluate it ("Change Order"). Upon receipt, BSA shall evaluate the change order within ten (10) business days, and provide a formal quote within twenty five (25) days of receipt. BSA may, at its discretion, prescribe the format of the Change Order. BSA shall provide Customer with an evaluation of the Change Order, which may include a written proposal containing the following: (i) implementation plans; (ii) the timeframe for performance and subsequent impact to project implementation/go-live dates; and (iii) the estimated price for such performance. Upon execution, all Change Orders shall be governed by the terms and conditions of this Agreement, unless mutually agreed upon otherwise in writing. Customer acknowledges that such Change Orders may affect the implementation schedule and Go-Live Dates.

7. **License and Ownership.**

7.1. All rights, including all intellectual property rights, in and to work product delivered as a result of Professional Services under this Agreement shall be owned by BSA. For the avoidance of doubt, work product that constitutes a BSA Software Product or portion thereof shall be governed by Section A including Section 1.1 thereof.

7.2. Subject to Section 7.1 and Customer's compliance with this Agreement (including payment in full), BSA grants to Customer a perpetual, non-exclusive, non-transferable, and non-assignable license to use the work product and the intellectual property rights therein for Customer's internal business purposes only.

8. **Cancellation.** In the event Customer cancels or reschedules Professional Services, and without prejudice to BSA's other rights and remedies, Customer is liable to BSA for: (i) all expenses incurred by BSA on Customer's behalf; and (ii) daily fees associated with the canceled Professional Services (in accordance with the daily fee rate), if less than fifteen (15) days advance notice is given regarding the need to cancel or reschedule and BSA cannot reasonably reassign its affected human resources to other projects where comparable skills are required. In the event BSA cancels or reschedules Professional Services, Customer shall not be liable to BSA for any expenses or other costs incurred by BSA.

9. **Limited Professional Services Warranty.**

   9.1. BSA warrants that its Professional Services will be performed in a professional and workmanlike manner, materially in accordance with the Statement of Work attached as Exhibit D. In the event of a breach of the foregoing warranty and a claim in accordance with the next sentence, BSA's sole obligation and Customer's exclusive remedy with respect to such claim will be to have BSA re-perform the portion of the Professional Services at no additional cost to the Village, including any necessary travel and other expenses, with respect to which the warranty has been breached, to bring it into compliance with such warranty. Any claim for breach of the foregoing warranty must be made by notice to BSA within thirty (30) days of performance of the portion of the Professional Services with respect to which the claim is made, or said claim shall be deemed waived.

   9.2. THE FOREGOING LIMITED PROFESSIONAL SERVICES WARRANTY IS IN LIEU OF ALL OTHER REPRESENTATIONS OR WARRANTIES RELATING TO THE PROFESSIONAL SERVICES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR REPRESENTATIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM THE COURSE OF DEALING OR USAGE OF TRADE.

SECTION C – MAINTENANCE AND SUPPORT

10. **Maintenance and Support Generally.**

    10.1. For a one-year period, commencing on the go-live date of the BSA Software Products (in this context, the go-live date shall be defined as the final date of scheduled on-site implementation and training), and subject to Customer's compliance with the Agreement, BSA will provide, at no charge to Customer, "Maintenance and Support," meaning the following: (i) Modifications (such as patches, corrections, and updates) as are generally provided at no additional charge (beyond the cost of annual Maintenance and Support) by BSA to BSA customers; and (ii) technical support, as further described in Section 11, during BSA's normal business hours.

    10.2. Commencing one (1) year from the installation of the BSA Software Products, Maintenance and Support will be provided on an annual basis, subject to compliance with the terms of the Agreement and payment of the annual Maintenance and Support fees outlined in **Exhibit B**. Maintenance and Support will be renewed annually unless either Party notifies the other at least sixty (60) days prior to the anniversary of installation of its intent to terminate.

    10.3. BSA guarantees that the Maintenance and Support annual fee set forth in **Exhibit B** will not change for two (2) years from the date of the installation of the BSA Software Products. After that date, BSA reserves the right each year to increase the fee over the previous year by no more than an amount that is proportionate to the increase (measured from the beginning of such previous year) in the Consumer Price Index as set forth by the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index – All Urban Consumers – U.S. City Average (the "Annual Renewal Fee").

11. **Support.**

    11.1. With respect to Errors following expiration of the Limited Software Warranty, BSA's sole obligation and Customer's sole remedy are set forth in this section 11. Subject to Customer's compliance with the terms of the Agreement and purchase of Maintenance and Support, BSA shall use commercially reasonable efforts, commensurate with the severity level, to achieve its support response and resolution targets with respect to Errors as set forth in **Exhibit C**. An "Error" means a verifiable and reproducible failure of a BSA Software Product to operate in accordance with the Documentation) under conditions of normal use and where the Error is directly attributable to the BSA Software Product as updated with current Modifications. If Customer modifies the BSA Software Products without BSA's written consent, BSA's obligation to provide support services on the BSA Software Products will be void.

    11.2. Support does not include the following: (i) installation or implementation of the BSA Software Products; (ii) onsite training/support, remote training, application design, and other consulting services; (iii) support of an operating system, hardware, or support outside of BSA's normal business hours; (iv) support or support time due to a cause external to the BSA Software Products adversely affecting their operability or serviceability, which shall include but not be limited to water, fire, wind, lightning, other natural calamities, transportation, misuse, abuse, or neglect; (v) repair of the BSA Software Products modified in any way other than modifications made by BSA or its agents; (vi) support of any other third-party vendors' software, such as operating system software, network software, database managers, word processors, etc. . Error resolution cannot be guaranteed for customers not using the BSA Software Products that have not incorporated the most

current Modifications. All such excluded Maintenance and Support Services performed by BSA at Customer's request shall be invoiced to Customer on a time and materials basis, plus reasonable expenses associated therewith.

11.3. Notwithstanding anything to the contrary, in order to maintain the integrity and proper operation of the Software, Customer agrees to use commercially reasonable efforts to implement, in the manner instructed by BSA, all Modifications in a timely manner. Customer's failure to implement any Modifications may limit or restrict the ability of Customer to implement future Modifications. Customer shall provide prompt notice of any Errors discovered by Customer, or otherwise brought to the attention of Customer. Proper notice may include, without limitation, prompt telephonic and written (either via e-mail or postal mail) notice to BSA of any purported Error. If requested by BSA, Customer agrees to provide written documentation of Errors to substantiate those Errors and to otherwise assist BSA in the detection and correction of said Errors. BSA will use its commercial reasonable judgment to determine if an Error exists.

11.4. Customer acknowledges and agrees that BSA and product vendors may require online access to the BSA's system in order for BSA to provide Maintenance and Support Services hereunder. Accordingly, Customer shall provide a connection to the Internet to facilitate BSA's remote access to BSA's system. BSA shall provide remote connection software, which may require installation of a software component on a workstation or server computer and Customer shall not be responsible for any additional costs or expenses with regard to the provision and installation of said software component.

SECTION D – GENERAL TERMS AND CONDITIONS

12. **Customer Assistance.** Customer acknowledges that the implementation of the BSA Software Products is a cooperative process requiring time and resources of Customer personnel. Customer shall, and shall cause Customer personnel to, use all reasonable efforts to cooperate with and assist BSA as may be reasonably required to meet the project deadlines and other milestones agreed to by the Parties for implementation. BSA shall not be liable for failure to meet such deadlines and milestones when such failure is due to force majeure as defined in Section 25 below or due to the failure by Customer personnel to provide such cooperation and assistance (either through action or omission) unless such failure is due to force majeure as defined in Section 25 below.

13. **BSA Proprietary Information.**

13.1. Customer acknowledges that the information associated with or contained in the BSA Software Products and information used in the performance of Professional Services include trade secrets and other confidential and proprietary information of BSA (the "Proprietary Information").

13.2. Customer shall maintain in confidence and not disclose Proprietary Information, directly or indirectly, to any third party without BSA's prior written consent. Customer shall safeguard the Proprietary Information to the same extent that it safeguards its own most confidential materials or data, but in no event shall the standard implemented be less than industry standard. Proprietary Information shall be used by Customer solely to fulfill its obligations under this Agreement. Customer shall limit its dissemination of such Proprietary Information to employees within Customer's business organization who are directly involved with the performance of this Agreement and have a need to use such Proprietary Information. Customer shall be responsible for all disclosures by any person receiving Proprietary Information, by or through it, as if Customer itself disseminated such information.

13.3. Proprietary Information shall not include any information that: (a) is or becomes publicly known through no wrongful act or breach of any obligation of confidentiality by Customer; (b) was lawfully known to Customer prior to the time it was disclosed to or learned by Customer in connection with this Agreement, provided that such information is not known to Customer solely because of its prior business relationship with BSA; (c) was received by Customer from a third party that is not under an obligation of confidentiality to BSA; or (d) is independently developed by Customer for a party other than BSA without the use of any Proprietary Information. The following circumstances shall not cause Proprietary Information to fall within any of exceptions (a) through (d) above: (i) a portion of such Proprietary Information is embraced by more general information said to be in the public domain or previously known to, or subsequently disclosed to, Customer; or (ii) it is a combination derivable from separate sources of public information, none of which discloses the combination itself.

13.4. If Customer is required, or anticipates that it will be required, to disclose any Confidential Information pursuant to a court order or to a government authority, Customer shall, at its earliest opportunity, provide written notice to BSA so as to give BSA a reasonable opportunity to secure a protective order or take other actions as appropriate. Customer shall at all times, cooperate with BSA so as to minimize any disclosure to the extent allowed by applicable law.

14. **Limitation on Liability and Damages.** EXCEPT AS TO CLAIMS, DAMAGES OR LOSSES ARISING OUT OF (I) INTENTIONAL AND WILLFUL MISCONDUCT OR (II) FRAUD, BSA'S ENTIRE LIABILITY AND RESPONSIBILITY FOR ANY AND ALL CLAIMS, DAMAGES, OR LOSSES ARISING FROM THE BSA SOFTWARE PRODUCTS (INCLUDING BUT NOT LIMITED TO THEIR USE, OPERATION, AND/OR FAILURE TO OPERATE), PROFESSIONAL SERVICES, MAINTENANCE AND SUPPORT, ANY THIRD-PARTY PERFORMANCE OR LACK THEREOF, OR OTHERWISE ARISING OUT OF OR RELATING TO THIS AGREEMENT, SHALL BE ABSOLUTELY LIMITED TO DIRECT DAMAGES NOT IN EXCESS OF THE GREATER OF: (I) $600,000; OR, (II) THE AMOUNT OF INSURANCE PROCEEDS ACTUALLY AVAILABLE WITHOUT RESERVATION AT THE TIME OF SETTLEMENT

OR JUDGMENT TO COVER THE CLAIM(S), DAMAGES OR LOSSES BY THE CUSTOMER UNDER INSURANCE PLACED OR PROVIDED PURSUANT TO THIS AGREEMENT. FOR AVOIDANCE OF DOUBT, AND WITHOUT LIMITING ANY OBLIGATION OF ANY INSURER, CUSTOMER SHALL NOT HAVE RECOURSE AGAINST BSA FOR AMOUNTS UNFUNDED BY INSURANCE PROCEEDS IN EXCESS OF $600,000. NOTWITHSTANDING ANY PROVISION CONTAINED HEREIN, BSA SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR CONTINGENT DAMAGES OR EXPENSES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING IN ANY WAY OUT OF THIS AGREEMENT, BSA SOFTWARE PRODUCTS, ANY THIRD-PARTY PERFORMANCE, OR LACK THEREOF, OR BSA'S PERFORMANCE, OR LACK THEREOF, UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LOSS OF REVENUE, PROFIT, OR USE. TO THE EXTENT THAT APPLICABLE LAW DOES NOT PERMIT THE LIMITATIONS SET FORTH HEREIN, THE LIABILITY AND DAMAGES SHALL BE LIMITED AND RESTRICTED TO THE EXTENT PERMITTED BY LAW.

15. Customer is solely responsible for its data, its database, and for maintaining suitable back-ups of the data and database to prevent data loss in the event of any hardware or software malfunction. Customer covenants and agrees to undertake all necessary measures to protect and secure its data, including implementation of technical, administrative and physical protections. EXCEPT IN THE CASE OF NEGLIGENCE ON THE PART OF BSA, BSA SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DATA LOSS REGARDLESS OF THE REASONS FOR SAID LOSS. To the maximum extent authorized by law, Customer agrees to defend, indemnify and hold BSA harmless for any claim by any person or entity arising out of any loss or compromise of data or data security not due to BSA's own negligence or arising out of Customer's breach of this Agreement.

16. **Additional Disclaimer.** SUPPLIER PROVIDES NO WARRANTY FOR ANY THIRD-PARTY SOFTWARE AND/OR HARDWARE. EXCEPT AS SET FORTH IN THIS AGREEMENT, SUPPLER WILL NOT BE RESPONSIBLE FOR ANY THIRD-PARTY SOFTWARE, THIRD-PARTY SERVICES AND/OR HARDWARE.

17. **Indemnification for Intellectual Property Infringement.** If a claim is made or an action is brought alleging that a BSA Software Product infringes on a U.S. patent, or any copyright, trademark, trade secret or other proprietary right, BSA will defend Customer against such claim and will pay resulting costs and damages finally awarded, provided that: (a) Customer promptly notifies BSA in writing of the claim; (b) BSA has sole control of the defense and all related settlement negotiations; (c) Customer reasonably cooperates in such defense at no expense to BSA; and (d) Customer remains in compliance with the Agreement and remains current on any payment for Maintenance and Support Services. The obligations of BSA under this Section are conditioned on Customer's agreement that if the applicable BSA Software Product, in whole or in part, or the use or operation thereof, becomes, or in the opinion of BSA is likely to become, the subject of such a claim, BSA may at its expense either procure the right for Customer to continue using the BSA Software Product or, at the option of BSA, replace or modify the same so that it becomes non-infringing (provided such replacement or modification maintains the same material functionality and does not adversely affect Customer's use of the Update as contemplated hereunder).

18. **No Intended Third-Party Beneficiaries.** This Agreement is entered into solely for the benefit of BSA and Customer. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.

19. **Termination.** Without prejudice to other rights and remedies, and except as otherwise provided in this Agreement, either Party may terminate this Agreement for the other Party's material breach upon failure to cure such breach after thirty (30) days' written notice identifying with specificity the nature of the breach. Upon termination of this Agreement: (a) Customer shall promptly pay all amounts payable to BSA for Project rendered up to the date of termination; and (b) Customer shall return or destroy, at the direction of the BSA, BSA's Proprietary Information in its possession. The termination of this Agreement will not discharge or otherwise affect any pre-termination obligations of either Party existing under this Agreement at the time of termination. Sections 1.2, 4.1, 7.1, 13 through 16, 18, 20 through 29, and the provisions of this Agreement, which by their nature extend beyond the termination of this Agreement, will survive termination of the Agreement. No action arising out of this Agreement, regardless of the form of action, may be brought by Customer more than one (1) year after the date the action occurred. Customer may also terminate this Agreement in whole or in part for its convenience or due to a lack of an appropriation of funds upon thirty (30) days' written notice to BSA.

20. **Payment Terms.** Customer shall pay BSA for all amounts in accordance with this Agreement and **Exhibit A.**

21. **Governing Law and Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the state of Illinois, without regard to its choice of law rules. BSA and Customer agree that the exclusive venue for any legal or equitable action shall be the Courts of the County of Cook, State of Illinois, or in any court of the United States of America lying in the Northern District of Illinois.

22. **Entire Agreement.** This Agreement represents the entire agreement of Customer and BSA with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Customer hereby acknowledges that in entering into this Agreement, it did not rely on any information not explicitly set forth in this Agreement.

23. **Export.** Customer will comply with all applicable laws, including applicable export control laws that prohibit export or diversion of certain products and technology to certain countries or individuals, including foreign nationals in the United States. Customer undertakes to determine any export licensing requirements and to comply with such obligations. The BSA Software Products are

deemed to be commercial computer software as defined in FAR 12.212 and subject to restricted rights as defined in FAR Section 52.227-19 "Commercial Computer Software-Restricted Rights" and DFARS 227.7202, "Rights in Commercial Computer Software or Commercial Computer Software Documentation", as applicable, and any successor regulations. Any use, modification, reproduction release, performance, display, or disclosure of BSA's Software Products by the U.S. Government shall be solely in accordance with the terms of this Agreement.

24. **Severability.** If any term or provision of this Agreement, or the application thereof, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances, other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.

25. **Successors and Assigns.** This Agreement shall be binding upon the successors, permitted assigns, representatives, and heirs of the Parties hereto. For avoidance of doubt, any expanded use by Customer of the Program, for example, in the event of annexation or desired shared services, shall require the consent of BSA.

26. **Force Majeure.** "Force Majeure" is defined as an event beyond the reasonable control of a Party, including governmental action, war, riot or civil commotion, fire, natural disaster, problematic weather, lack of availability of Customer provided technology, labor disputes, restraints affecting shipping or credit, delay of carriers or any other cause that could not, with reasonable diligence, be foreseen, controlled or prevented by the Party. Neither Party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure.

27. **Notice.** All notices, requests, demands, and determinations under the Agreement (other than routine operational communications), shall be in writing and shall be deemed duly given: (i) when delivered by hand; (ii) one (1) business day after being given to a nationally recognized overnight delivery service for next-business-day delivery, all fees prepaid; (iii) when sent by electronic transmission (email) with a copy sent by another means specified in this provision; or (iv) six (6) calendar days after the day of mailing, when mailed by United States mail, *via* registered or certified mail, return receipt requested, postage prepaid, and in each case addressed as shall be set forth below. A Party may from time-to-time change its address or designee for notification purposes by giving the other prior written notice of the new address or designee and the date upon which it will become effective

If to BSA:
BSA Software
14965 Abbey Lane
Bath, MI 48808
Attn: Contracts Manager
Email: Inquiry@bsasoftware.com

If to Customer:
Village Manager
Village of Oak Park
123 Madison Street
Oak Park, Illinois 60304
Email: villagemanager@oak-park.us

28.   **Independent Contractor.** This is not an agreement of partnership or employment of BSA or any of BSA's employees by Customer. BSA is an independent contractor for all purposes under this Agreement. BSA shall solely be responsible for the payment of all salaries, benefits and costs of its personnel providing any services pursuant to this Agreement.

29.   The text of the Agreement without any Exhibits and Schedules shall control over any inconsistent text in any of the Exhibits or Schedules.

30.   **Contract Documents and Order of Precedence.** The text of the Agreement without any Exhibits and Schedules shall control over any inconsistent text in any of the Exhibits or Schedules. This Agreement includes the following Exhibits and Schedules:

Exhibit A – *Payment Terms Generally*

Schedule 1 to Exhibit A - *License/Interface/Customization Fees*

Schedule 2 to Exhibit A – *Professional Services Fees*

Exhibit B – *Maintenance and Support Fees*

Exhibit C – *Support Call Process*

Exhibit D – *Statement of Work*

Exhibit E – *Original Village of Oak Park RFP Document*

Exhibit F – *Original BSA Response to Village of Oak Park RFP Document*

Exhibit G – *Proposal for HRMS applications.*

31.   Customer's Authorized Representative. Customer shall designate in writing an authorized representative to serve as its Project Manager who shall have the power and authority to make or grant or do those things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of Customer and with the effect of binding Customer as limited by this Agreement unless applicable law requires action by the Corporate Authorities.. BSA is entitled to rely on the full power and authority of the person executing this Agreement on behalf of Customer as having been properly and legally given by Customer. Customer shall have the right to change its authorized representative by providing BSA with written notice of such change which notice shall be sent in accordance with Section 26 of this Agreement.

32.   BSA's Authorized Representative. In connection with the foregoing and other actions to be taken under this Agreement, BSA hereby designates _Jason Hafner__ as its authorized representative who shall serve as its Project Manager and who shall have the power and authority to make or grant or do all things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of BSA and with the effect of binding BSA. Customer is entitled to rely on the full power and authority of the person executing this Agreement on behalf of BSA as having been properly and legally given by BSA. BSA shall have the right to change its Authorized Representative by providing Customer with written notice of such change which notice shall be sent in accordance with Section 26 of this Agreement.

33.   Withholding of Payments. Notwithstanding any other provision of this Agreement and without prejudice to any of Customer's rights or remedies, Customer shall have the right at any time or times to withhold from any payment such amount as may reasonably appear necessary to compensate Customer for any actual or prospective loss due to: (1) services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which BSA is liable under this Agreement; (3) claims of subcontractors, suppliers, or other persons performing BSA's services; (4) delay in the progress or completion of the services; (5) inability of BSA to complete the services; (6) failure of BSA to properly complete or document any pay request; (7) any other failure of BSA to perform any of its obligations under this Agreement; or (8) the cost to Customer, including reasonable attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Customer's remedies set forth in this Agreement. Customer must notify BSA of cause for withholding within fourteen (14) days of receipt of an invoice. Customer shall be entitled to retain any and all amounts withheld pursuant to this Agreement until BSA shall have either performed the obligations in question or furnished security for such performance satisfactory to Customer. Customer shall be entitled to apply any money withheld or any other money due BSA under this Agreement to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, reasonable attorneys' fees, and administrative expenses incurred, suffered, or sustained by Customer and chargeable to BSA under this Agreement.

34.   Indemnification. To the fullest extent permitted by law, BSA hereby agrees to defend, indemnify and hold harmless Customer, its officers, officials, agents, employees and volunteers against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, including, but not limited to, reasonable attorney's fees and court costs (hereinafter referred to as "Claims") which may accrue against Customer, its officers, officials, agents employees and volunteers to the extent arising out of the negligent performance of the work by BSA, its employees, or subcontractors, except for the negligence of Customer, its officers, officials, employees, agents or volunteers.

35.   Insurance. BSA shall, at BSA's expense, secure and maintain in effect throughout the duration of this Agreement, insurance of the following kinds and limits set forth in this Section 6. BSA shall furnish Certificates of Insurance to Customer before starting work or within ten (10) days after the notice of award of the Agreement, which ever date is reached first. All insurance policies, except professional liability insurance, shall be written with insurance companies licensed or authorized to do business in the State of Illinois and having a rating of at least A according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless fifteen (15) days prior written notice is given to Customer. This provision (or reasonable equivalent) shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail fifteen (15) days' written notice to the certificate holder named to the left." BSA shall require any of its subcontractors to secure and maintain insurance as set forth in this Section 6 and indemnify, hold harmless and defend Customer, its officers, officials, employees, agents and volunteers as set forth in this Agreement.

35.1.   The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(A)   **Commercial General Liability:**
   i.   Coverage to include, Broad Form Property Damage, Contractual and Personal Injury.
   ii.   Limits:

General Aggregate	$ 2,000,000.00
Each Occurrence	$ 1,000,000.00
Personal Injury	$ 1,000,000.00

   iii.   Cover all claims arising out of BSA's operations or premises, anyone directly or indirectly employed by BSA.

(B)   **Professional Liability:**
   i.   Per Claim/Aggregate $2,000,000.00
   ii.   Cover all claims arising out of BSA's operations or premises, anyone directly or indirectly employed by BSA.

(C)   **Workers' Compensation:**
   i.   Workers' compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who work on the Project, and in case work is sublet, BSA shall require each subcontractor similarly to provide workers' compensation

Insurance. In case employees engaged in hazardous work under this Agreement are not protected under workers' compensation insurance, BSA shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(D) **Comprehensive Automobile Liability:**
    i. Coverage to include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.
    ii. Limits:
        Combined Single Limit $1,000,000.00

(E) **Umbrella:**
    i. Limits:
        Each Occurrence/Aggregate $5,000,000.00

(F) BSA, its officers, officials, agents, employees and volunteers shall be named as an additional insured on all insurance policies identified herein except workers' compensation and professional liability. BSA shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to BSA, its officers, employees, agents and volunteers.

35.2. BSA and Customer agree to waive against each other all claims for special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

35.3. BSA understands and agrees that, except as to professional liability, any insurance protection required by this Agreement or otherwise provided by BSA, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend Customer as herein provided. BSA waives and agrees to require its insurers to waive its rights of subrogation against Customer, its officers, officials, employees, agents and volunteers.

36. Successors and Assigns. Customer and BSA each bind themselves and their partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants off this Agreement. Except as above, neither Customer nor BSA shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may not be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than Customer and BSA.

37. Amendments and Modifications. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of Customer and the authorized representative of BSA.

38. Standard of Care.

38.1. BSA is responsible for the quality, technical accuracy, timely completion, and coordination of all programs, software, designs, drawings, specifications, reports and other professional services furnished or required under this Agreement, and shall endeavor to perform such services with the same skill and judgment which can be reasonably expected from similarly situated professionals.

38.2 BSA shall be responsible for the accuracy of its professional services under this Agreement and shall promptly make revisions or corrections resulting from its errors, omissions, or negligent acts without additional compensation. Customer's acceptance of any of BSA's professional services shall not relieve BSA of its responsibility to subsequently correct any such errors or omissions.

38.3. BSA shall respond to Customer's notice of any errors and/or omissions within seven (7) days of written confirmation by BSA of Customer's notice.

38.4. BSA shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement. BSA shall comply with Customer's drug free workplace policy and tobacco free worksite policy.

38.5. BSA 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, and 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, but not limited to, 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, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service 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.* BSA shall also comply with all conditions of any federal, state, or local grant received by Customer or BSA with respect to this Agreement.

38.6. BSA 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 BSA's, or its subcontractors', performance of, or failure to perform, the services required pursuant to this Agreement or any part thereof.

38.7. BSA's documents and records pursuant to this Agreement shall be maintained and made available during performance of the services under this Agreement and for three (3) years after completion of the Project. BSA shall give notice to Customer of any Documents to be disposed of or destroyed and the intended date after said period, which shall be at least ninety (90) days after the effective date of such notice of disposal or destruction. Customer shall have ninety (90) days after receipt of any such notice to given notice to BSA not to dispose of or destroy said Documents and to require BSA to deliver same to Customer, at Customer's expense. BSA and any subcontractors shall maintain for a minimum of three (3) years after the completion of this Agreement, or for three (3) years after the termination of this Agreement, whichever comes later, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the

Agreement. The Agreement and all books, records and supporting documents related to the Agreement shall be available for review and audit by Customer and the federal funding entity, if applicable, and BSA agrees to cooperate fully with any audit conducted by Customer and to provide full access to all materials. Failure to maintain the books, records and supporting documents required by this subsection shall establish a presumption in favor of Customer for recovery of any funds paid by Customer under the Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. BSA shall make the Documents available for Customer's review, inspection and audit during the entire term of this Agreement and three (3) years after completion of the Project as set forth herein and shall fully cooperate in responding to any information request pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* by providing any and all responsive documents to Customer.

  38.8. BSA shall furnish all records related to this Agreement and any documentation related to Customer required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after Customer issues notice of such request to BSA. BSA shall not apply any costs or charge any fees to Customer regarding the procurement of records required pursuant to a FOIA request. BSA shall defend, indemnify, and hold harmless Customer, 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 Customer to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from BSA's actual or alleged violation of the FOIA, or BSA's failure to furnish all documentation related to a request within five (5) days after Customer issues notice of a request. Furthermore, should BSA request that Customer utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, BSA 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. BSA shall defend, indemnify, and hold harmless Customer, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by BSA's request to utilize a lawful exemption to Customer.

39. **Savings Clause.** If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

40. **Non-Waiver of Rights**

  40.1. No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

  40.2. This Agreement shall not prohibit BSA from providing its services to any other public or private entity or person. In the event that BSA provides services to a public or private entity or person, Customer, at its sole discretion, may determine that such services conflict with a service to be provided to Customer by BSA, and Customer may select another contractor to provide such services as Customer deems appropriate.

41. **Customer's Remedies.** If it should appear at any time prior to final payment that BSA has failed or refused to prosecute, or has delayed in the prosecution of, the services to be provided pursuant to this Agreement with diligence at a rate that assures completion of the services in full compliance with the requirements of this Agreement, or has attempted to assign this Agreement or BSA's rights under this Agreement, either in whole or in part, or has falsely made any representation or warranty, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Agreement or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure, or has reasonably commenced to cure any such Event of Default within fifteen (15) business days after BSA's receipt of written notice of such Event of Default, then Customer shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

  41.1. Customer may require BSA, within such reasonable time as may be fixed by Customer, to complete or correct all or any part of the services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete and to take any or all other action necessary to bring BSA and the services into compliance with this Agreement;

  41.2. Customer may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory services or part thereof and make an equitable reduction in the amount due BSA;

  41.3. Customer may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement except for amounts due for services properly performed prior to termination;

  41.4. Customer may withhold any progress payment or final payment from BSA, whether or not previously approved, or may recover from BSA, any and all costs but not exceeding the amount of the Contract Price, including attorneys' fees and administrative expenses, incurred by Customer as the result of any Event of Default or as a result of actions taken by Customer in response to any Event of Default; or

  41.5. Customer may recover any damages suffered by Customer as a result of BSA's Event of Default.

42. **No Collusion.** BSA hereby represents and certifies that BSA is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless BSA is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* BSA hereby represents that the only persons, firms, or corporations interested in this Agreement are those disclosed to Customer prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that BSA has in procuring this Agreement, colluded with any other person, firm, or corporation, then BSA shall be liable to Customer for all loss or damage that Customer may suffer thereby, and this Agreement shall, at Customer's option, be null and void and subject to termination by Customer.

43. **Headings and Titles.** The headings or titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

44. Counterparts; Facsimile or PDF Signatures.
    44.1.   This Agreement shall be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.
    44.2.   A facsimile or pdf/email copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

45.   **Authorizations.** BSA's authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by BSA's board of directors or its by-laws to execute this Agreement on its behalf. The Village Manager warrants that she has been lawfully authorized to execute this Agreement. BSA and Customer shall deliver upon request to each other copies of all articles of incorporation, bylaws, resolutions, ordinances or other documents which evidence their legal authority to execute this Agreement on behalf of their respective parties.

46.   **Equal Opportunity Employer.** BSA is an equal opportunity employer and the requirements of 44 Ill. Adm. Code 750 APPENDIX A are incorporated herein if applicable.

47.   **Conformance to Applicable Requirements.** All aspects of the provision of the Project to be provided by BSA shall conform to all applicable local, State of Illinois, and United States laws, rules and regulations in effect at the time the services are provided, without regard to any conflicts of law principals.

48.   **Prohibition Against Assignment and Transfers.** BSA shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, without the prior written consent of Customer, such consent not to be unreasonably withheld, except that the BSA may assign to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status. This Agreement shall inure to the benefit of and be binding upon the Parties to this Agreement and their respective successors and permitted assigns.

49.   **Progress.** BSA is responsible to keep Customer's Project Manager and/or his or her duly authorized designee informed on a regular basis regarding the project status updates and progress of the Project, activities performed and planned, and any meetings that have been scheduled or are desired relative to the Project or this Agreement. The project status updates format will include but is not limited to an agenda, recently completed items upcoming tasks, overdue tasks, issues and action items. The project status updates will be provided to Customer at a minimum on a bi-weekly basis unless requested by Customer on a weekly basis.

50.   **Confidentiality.**
    50.1.   The Parties each acknowledge that they may receive information from the other Party or otherwise in connection with this Agreement or the performance of the Services. Except for information in the public domain, unless such information falls into the public domain by disclosure or other acts of the disclosing party or through the fault of the receiving party, the receiving party agrees:

        A.   To maintain this information in confidence;

        B.   Not to use this information other than in the course of this Agreement;

        C.   Not to disclose or release such information except on a need to know basis;

        D.   Not to disclose or release, except for authorized employees or agents of the receiving party; and

        E.   To take all appropriate action, whether by instruction, agreement or otherwise, to ensure that third persons with access to the information under the direction or control or in any contractual privity with the receiving party, do not disclose or use, directly or indirectly, for any purpose other than for performing the Services during or after the term of this Agreement, any material or information, including the information, without first obtaining the written consent of the disclosing party.

    50.2.   All report materials, either created by or provided to BSA in connection with the performance of this Agreement, shall be held confidential by BSA. Such materials shall not, without the prior written consent of Customer, be used by BSA for any purposes other than the performant of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project.

51.   **Ownership of Documents.** Reports, information, observations, notes and any other reports, documents, data or information, in any form, prepared, collected, or received by BSA in connection with any or all of the Services to be provided pursuant to this Agreement ("Documents") shall be and remain the property of Customer upon completion of the Project and payment to BSA all amounts due under this Agreement. At Customer's request, or upon termination of this Agreement, the Documents shall be delivered promptly to Customer. BSA shall have the right to retain copies of the Documents for its files. BSA shall maintain files of all Documents unless Customer shall consent in writing to the destruction of the Documents, as required herein.

52.   **Applicable Taxes and Exemptions.** Customer shall be responsible for any sales tax due on fees associated with this Agreement. If Customer is exempt from sales tax on fees associated with the Services to be provided by BSA under this Agreement an exempt certificate will be provided to the BSA prior to the execution of this Agreement.

53.   **Allowance for Suspension or Delay due to Customer.** In the event that Customer shall suspend the performance of Services, delay any deliverable date, or cause a delay in performance by failing to fulfill any of its obligations under this Section 53 then the following shall apply: any applicable delivery schedule shall be extended by a period of time to be mutually agreed upon. The due date for any deliverable that is dependent on such performance by Customer shall be deemed adjusted equitably to allow for the effect of such delay on BSA's ability to supply or perform such deliverable.

54.   **Completion of Services.** BSA's services shall be considered complete on the date of Customer's issuance of a Completion Statement as set forth herein, which acceptance shall not be unreasonably withheld or delayed. All amounts remaining, if any, under this Agreement become due on issuance of the Completion Statement. The acceptance by BSA of Final Payment with respect to the Services shall operate as a full and complete release of Customer of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to BSA for anything done, furnished for, arising out of, relating to, or in connection with the services for the Project, except for such claims as BSA reserved in writing at the time of submitting its invoice for final payment.

55.   Right to Employ Other Contractors. The Village reserves the right to employ other contractors in connection with the Project.

56.   Conflicts of Interest; Prohibited Interests. BSA maintains and warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for BSA, to solicit or secure this Agreement. Further, BSA warrants that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for BSA, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Customer shall have the right to rescind and terminate this Agreement without any liability. For the term of this Agreement, no member, officer, official or employee of Customer during the term of his or her service with Customer, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

57.   Subcontracting. BSA shall not subcontract any portion of the Project except as expressly stated without Customer's prior written consent. Subcontracts, if any, shall contain a provision making them subject to all provisions set forth in this Agreement.

58.   Days. Any term in this Agreement referencing time, days, or period for performance shall be deemed to be calendar days and not work days unless specifically designated.

59.   No Presumption of Draftsmanship. This Agreement shall be deemed to have been negotiated between the Parties such that no presumption of draftsmanship shall inure to the detriment or benefit of either Party. All negotiations between the Parties are merged in this Agreement.

60.   **PCI Compliance.** BSA does not store or process credit card data, and therefore has not validated PCI DSS compliance. PCI compliance is maintained by the Third Party credit card processors with which BSA integrates.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]**

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

BELLEFEUIL, SZUR & ASSOCIATES, INC.

By: _____

Name: Kevin Schafer

Title: Account Executive

Date: 7/20/2016

CUSTOMER

By: _____

Name: Cara Pavlicek

Title: Village Manager

Date: 7/19/16

REVIEWED AND APPROVED
AS TO FORM

JUL 18 2016

LAW DEPARTMENT

EXHIBIT A

Payment Terms

1. Customer shall pay BSA within thirty (30) days of invoice. Payments not received within fifteen (15) days of the due date shall be subject to a one and one-half percent (1.5%) per month interest charge (or, if lower, the highest amount chargeable at law) assessed against the unpaid balance from the date due until the date payment is received

2. Subject to the Software License and Services Agreement, any amount not subject to good faith dispute and not paid within thirty (30) days of the date of each invoice shall, without prejudice to other rights and remedies, be subject to an interest charge equal to the lesser of 1.5% monthly or the maximum interest charge permissible under applicable law, payable on demand. Any charges not disputed by Customer in good faith will be deemed approved and accepted by Customer. For purposes of this Agreement, a good faith dispute regarding amounts owed exists only if Customer provides in writing at least ten (10) days prior to due date of payment on the invoice, notification of such dispute, the specific portion of the invoice in dispute, and the specific grounds of the dispute (which must be asserted in good faith), and Customer pays in timely fashion such portions that are not subject to such dispute.

3. BSA shall invoice Customer $94,210 upon Effective Date for BSA's Project Management/Implementation Planning Fees and Data Conversion fees as set forth in Schedule 2.

4. BSA shall invoice Customer $91,410 at start of On-Site Implementation and Training. Such amount equals one half of BSA's software license fees as set forth in Schedule 1.

5. BSA shall invoice Customer $218,895 at completion of On-Site Implementation and Training. Such amount equals the remaining one half of BSA's software license fees, On-Site Implementation and Training costs, Customization and Interface costs, and travel expenses, as set forth in Schedule 2.

6. Customer, as a local governmental entity, is exempt from the payment of State of Illinois sales tax or retailer's occupation taxes. BSA's invoices shall not include any amount for such sales taxes or retailer's occupation taxes and Customer shall not be responsible for any taxes pursuant to this Agreement.

Schedule 1 to Exhibit A

License Fees

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Applications, New Purchase

General Ledger .NET	$26,245
Accounts Payable .NET	$22,310
Cash Receipting .NET	$22,310
Miscellaneous Receivables .NET	$22,310
Purchase Order .NET	$22,310
Fixed Assets .NET	$22,310
Utility Billing .NET	$25,200
AccessMyGov/Financials	$17,325
AccessMyGov/Internet Services	$2,500
Subtotal	$182,820

Schedule 2 to Exhibit A

Data Conversions

Convert existing PeopleSoft data to BS&A format:

General Ledger (COA, Balances, Budget, Up to 10 Years Journal Transaction history)	**$13,125**
Accounts Payable (Vendors, Up to 10 years invoices and check history)	**$11,155**

Convert existing MSI data to BS&A format:

Utility Billing	**$18,900**

Database Setup:

Fixed Assets (Setup of Assets, Entry of Value, Accumulated Depreciation)	**$11,155**
Miscellaneous Receivables (Setup of Billing Items, Penalties)	**$1,650**
Cash Receipting (Setup of Receipt Items)	**$1,650**
Subtotal	**$57,635**

No conversion to be performed for:

Purchase Order .NET

Professional Services Fees

Customizations

Import receivables from a fixed width, or CSV file, provided by CityView, into the Miscellaneous Receivables Application	$4,000
Import customer account information from/export summary payment information to CityView using a fixed width, or CSV file from Cash Receipting	$3,000
Import customer account information from/export summary payment information to Parking Ticket Software using a fixed width, or CSV file from Cash Receipting	$3,000

Subtotal **$10,000**

Project Management and Implementation Planning

Services include:
- *Analyzing customer processes to ensure all critical components are addressed.*
- *Creating and managing the project schedule in accordance with the customer's existing processes and needs.*
- *Planning and scheduling training around any planned process changes included in the project plan.*
- *Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.*
- *Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.*
- *Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.*
- *Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).*

$36,575

Implementation and Training

- *$1,100/day*
- *Days quoted are estimates: you are billed for actual days used*

Services Include:

- *Setting up users and user security rights for each application*
- *Performing final process and procedure review*
- *Configuring custom settings in each application to fit the needs of the customer*
- *Setting up application integration and workflow methods*
- *Onsite verification of converted data for balancing and auditing purposes*
- *Training and Go-Live*

Software Setup	Days: 6		$6,600
General Ledger .NET	Days: 13		$14,300
Accounts Payable .NET	Days: 8		$8,800
Cash Receipting .NET	Days: 11		$12,100
Miscellaneous Receivables .NET	Days: 6		$6,600
Purchase Order .NET	Days: 8		$8,800
Fixed Assets .NET	Days: 4		$4,400
Utility Billing .NET	Days: 21		$23,100
AccessMyGov/Financials	Days: 2		$2,200
	Total: 79	Subtotal	$86,900

Post-Go Live Assistance

- *Review and consult on streamlining day-to-day activities as they relate to the processes within the BS&A applications*
- *Assist customers with more detailed and advanced report options available within the BS&A applications*
- *Revisit commonly-used procedures discussed during training*
- *As needs arise, provide assistance with bank reconciliations*
- *$1,100/day*
- *Days quoted are estimates: you are billed for actual days used*

Post-Go Live for all Financial Mgt apps for which training was performed	Days: 4	**$4,400**

Cost Totals
Not including Annual Service Fees

Applications	$182,820
Data Conversions	$57,635
Customizations	$10,000
Project Management and Implementation Planning	$36,575
Implementation and Training	$86,900
Post Go-Live Assistance	$4,400

Total Proposed	**$378,330**
Travel Expenses	**$26,185**

EXHIBIT B

Annual Service Fees
Unlimited service and support during your first year with the program are included in your purchase price. Thereafter. Service Fees are billed annually. BS&A Software reserves the right to increase the Annual Service Fee by no more than the yearly Consumers Price Index (CPI).

General Ledger .NET	$5,250
Accounts Payable .NET	$4,460
Cash Receipting .NET	$4,460
Miscellaneous Receivables .NET	$4,460
Purchase Order .NET	$4,460
Fixed Assets .NET	$4,460
Utility Billing .NET	$5,040
AccessMyGov/Financials	$3,470
AccessMyGov/Internet Services	$2,500
Total Annual Service	**$38,560**

Customer reserves the right to execute a change order, in order to not pay annual maintenance (and forfeits the right for maintenance) for any module not fully implemented and/or functional.

EXHIBIT C

Support Call Process

BSA's standard hours for telephone support are from 8:30 a.m. to 6:00 p.m. (EST), Monday through Thursday, and 8:30 a.m. to 5:00 p.m. (EST) on Friday.

You can lodge a support request in three ways: (i) **Contact Customer Support** option located within the Help menu of all of our applications (ii) our toll-free support line (1-855-BSA-SOFT) or via email.

BSA targets less than thirty (30) minutes for initial response ("Initial Response Target").

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Customer service requests fall into four main categories:

A. **Technical.** Questions or usage issues relating to I.T. functionality, future hardware purchases, and configuration. BSA tries to resolve these issues within BSA's Initial Response Target or as soon thereafter as reasonably possible.

B. **Questions/Support.** General questions regarding functionality, use, and set-up of the applications. BSA tries to resolve these issues within BSA's Initial Response Target or as soon thereafter as reasonably possible.

C. **Requests.** Customer requests for future enhancements to the applications. Key product management personnel meet with development staff on a regular basis to discuss the desirability and priority of such requests. BSA tries to resolve these issues within BSA's Initial Response Target or as soon thereafter as reasonably possible.

D. **Issues/Bugs.** Errors fall into three (3) subcategories:

    i. **Critical.** Cases where an Error has rendered the application or a material component unusable or not usable without substantial inconvenience causing material and detrimental consequences to business -- with no viable Customer workaround or alternative. The targeted resolution time for critical issues is less than one (1) day.

    ii. **Moderate.** Cases where an Error causes inconvenience and added burden, but the application is still usable by Customer. The targeted resolution time for all moderate issues is within two (2) weeks, which is within our standard update cycle.

    iii. **Minimal.** Cases that are mostly cosmetic in nature, and do not impede functionality in any significant way. These issues are assigned a priority level at our regular meetings, and resolution times are based on the specified priority.

Remote Support Process

Some support calls may require further analysis of Customer's database or set-up to diagnose a problem or to assist Customer with a question. BSA's remote support tools share Customer's desktop *via* the Internet to provide Customer with virtual on-site support. BSA's support team is able to quickly connect remotely to Customer's desktop and view its setup, diagnose problems, or assist Customer with screen navigation.

Statement of Work

Village of Oak Park, Cook County, IL

Prepared for:	Village of Oak Park IL
Prepared by:	Kevin Schafer BS&A Software
Date:	May 27, 2016
Version:	1
Revision:	1.2
Status:	Draft

Table of Contents

1. Contact List

This section provides the list of key contacts for both BS&A Software and Village of Oak Park IL:

BS&A Contacts

Name	Email	Cell
Kevin Schafer	kschafer@bsasoftware.com	517-881-6445
Jason Hafner – Project Manager	jhafner@bsasoftware.com	517-641-8900

Village of Oak Park IL Contacts

Name	Email	Cell
TBD		
TBD		
TBD		

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2. Activities and Deliverables

This section describes specific activities and deliverables that will be provided by BS&A Software to fulfill the obligations set out in the proposal. Each subsection includes the detailed requirements for: Data Conversion, Process Definition, and Cutover.

2.1 GL/Budgeting

Establish BS&A Databases

1. Extract preliminary data with corroborating reports
2. Confirm fiscal year end and desired GL format
3. Preliminary conversion development
4. Preliminary conversion QC and documentation
5. Preliminary conversion data review
6. Extract final data with corroborating reports
7. Convert final data
8. QC final BS&A database and documentation
9. Build GL banks and assign GL cash accounts
10. Set up due to/due from rules
11. Verify final BS&A database at cutover

Establish BS&A Process

1. Review current GL process
   a. Chart of Accounts analysis
   b. Budget process and timing
   c. Bank reconciliation process and timing
   d. Pooled cash environments
   e. Funds with differing FYEs
   f. Project accounting
   g. Grant accounting
2. Review BS&A application functionality
3. Define BS&A process and training requirements
4. Document BS&A process
5. Verify final BS&A process at cutover

Village Responsibilities

1. Assist BSA Project Manager with creation of schedule of activities.
2. Assist with Data Extraction for Preliminary Conversion Development
3. Assist in determining future processes, based on BSA functionality.
4. Provide necessary/required reporting, to be evaluated against current reporting
5. Procure/implement necessary hardware.
6. Review Preliminary Data Conversion.
7. Perform User Acceptance Testing
8. Assign appropriate product lead.
9. Schedule appropriate Village Resources for On-Site Implementation and Training.

Deliverables

1. Sign off on delivery of conversion.
2. Sign off on completion of User Acceptance Testing.
3. Sign off on completion of On-Site Implementation and Training

2.2 Cash Receipting

Establish BS&A Databases

1. Extract preliminary data with corroborating reports
2. Preliminary conversion development
3. Preliminary conversion QC and documentation
4. Preliminary conversion data review
5. Extract final data with corroborating reports
6. Convert final data
   a. If no conversion, add receipt items
7. QC final BS&A database and documentation
8. Verify final BS&A database at cutover

Establish BS&A Process

1. Review current CR process
   a. Number of receipting stations
   b. Confirm receipting hardware requirements
   c. Any required application interfaces
2. Review BS&A application functionality
3. Define BS&A process and training requirements
4. Document BS&A process
5. Verify final BS&A process at cutover

Village Responsibilities

1. Assist BSA Project Manager with creation of schedule of activities.
2. Assist with Data Extraction for Preliminary Conversion Development
3. Assist in determining future processes, based on BSA functionality.
4. Provide necessary/required reporting, to be evaluated against current reporting
5. Procure/implement necessary hardware.
6. Review Preliminary Data Conversion.
7. Perform User Acceptance Testing
8. Assign appropriate product lead.
9. Schedule appropriate Village Resources for On-Site Implementation and Training.

Deliverables

1. Sign off on delivery of database with setup.
2. Sign off on completion of User Acceptance Testing.
3. Sign off on completion of On-Site Implementation and Training

2.3 Accounts Payable

Establish BS&A Databases

1. Extract preliminary data with corroborating reports
2. Preliminary conversion development
3. Preliminary conversion QC and documentation
4. Preliminary conversion data review
5. Extract final data with corroborating reports
6. Convert final data
   a. If no conversion, import vendors list
7. QC final BS&A database and documentation
   a. Verify 1099 vendors are marked
8. Verify final BS&A database at cutover

Establish BS&A Process

1. Review current AP process
    a. Invoice entry process and timing
    b. Approval process
    c. Check run process and timing
2. Review BS&A application functionality
3. Define BS&A process and training requirements
4. Document BS&A process
5. Verify final BS&A process at cutover

Village Responsibilities

1. Assist BSA Project Manager with creation of schedule of activities.
2. Assist with Data Extraction for Preliminary Conversion Development
3. Assist in determining future processes, based on BSA functionality.
4. Provide necessary/required reporting, to be evaluated against current reporting
5. Procure/implement necessary hardware.
6. Review Preliminary Data Conversion.
7. Perform User Acceptance Testing
8. Assign appropriate product lead.
9. Schedule appropriate Village Resources for On-Site Implementation and Training.

Deliverables

1. Sign off on delivery of conversion.
2. Sign off on completion of User Acceptance Testing.
3. Sign off on completion of On-Site Implementation and Training

2.4 Purchase Order

Establish BS&A Process

1. Review current PO process
    a. Requisition entry process
    b. Purchasing policy
    c. Approval workflow
    d. Bidding
    e. Receiving
    f. Year-end process
2. Review BS&A application functionality
3. Define BS&A process and training requirements
4. Document BS&A process
5. Verify final BS&A process at cutover

Village Responsibilities

1. Assist BSA Project Manager with creation of schedule of activities.
2. Assist in determining future processes, based on BSA functionality.
3. Determine plan for entry of Open/Partial PO's after cutover
4. Provide necessary/required reporting, to be evaluated against current reporting
5. Procure/implement necessary hardware.
6. Perform User Acceptance Testing
7. Assign appropriate product lead.
8. Schedule appropriate Village Resources for On-Site Implementation and Training.
9. Enter Open/Partial PO's

Deliverables

1. Sign off on completion of User Acceptance Testing.
2. Sign off on completion of On-Site Implementation and Training

2.5 Fixed Assets

Establish BS&A Databases

1. Gather preliminary data with corroborating reports
2. Collect screen shots from current solution
3. Extract final data with corroborating reports
4. Convert final data
5. QC final BS&A database and documentation
6. Verify final BS&A database at cutover

Establish BS&A Process

1. Review current FA process
   a. Depreciation schedule
   b. Construction in progress
   c. Improvements
   d. Importing assets from PO or AP
2. Review BS&A application functionality
3. Define BS&A process and training requirements
4. Document BS&A process
5. Verify final BS&A process at cutover

Village Responsibilities

1. Assist BSA Project Manager with creation of schedule of activities.
2. Assist with Data Extraction for Preliminary Setup
3. Assist in determining future processes, based on BSA functionality.
4. Provide necessary/required reporting, to be evaluated against current reporting
5. Procure/implement necessary hardware.
6. Perform User Acceptance Testing
7. Assign appropriate product lead.
8. Schedule appropriate Village Resources for On-Site Implementation and Training.

Deliverables

1. Sign off on delivery of database with setup.
2. Sign off on completion of User Acceptance Testing.
3. Sign off on completion of On-Site Implementation and Training

2.6 Miscellaneous Receivables

Establish BS&A Databases

1. Collect required data
2. Import/Setup data to be used for training
3. QC final BS&A database and documentation
4. Verify final BS&A database at cutover

Establish BS&A Process

1. Review current MR process

      a. Invoice entry process
      b. Billing frequency
      c. Penalties
      d. ACH payments
      e. Handling of delinquent balances
      f. Any required application interfaces
2. Review BS&A application functionality
3. Define BS&A process and training requirements
4. Document BS&A process
5. Verify final BS&A process at cutover

Village Responsibilities

1. Assist BSA Project Manager with creation of schedule of activities.
2. Assist in determining future processes, based on BSA functionality.
3. Determine plan for entry of customers/open invoices after cutover
4. Provide necessary/required reporting, to be evaluated against current reporting
5. Procure/implement necessary hardware.
6. Perform User Acceptance Testing
7. Assign appropriate product lead.
8. Schedule appropriate Village Resources for On-Site Implementation and Training.
9. Enter customers/Open Invoices needed after cutover.

Deliverables

1. Sign off on delivery of database with setup.
2. Sign off on completion of User Acceptance Testing.
3. Sign off on completion of On-Site Implementation and Training

2.7 Utility Billing

Establish BS&A Databases

1. Extract preliminary data with corroborating reports
2. Collect screen shots from current solution
3. Preliminary conversion development
4. Preliminary conversion QC and documentation
5. Preliminary conversion data review
6. Customize bill format and other documents
7. Extract final data with corroborating reports
8. Convert final data
9. QC final BS&A database and documentation
10. Verify final BS&A database at cutover

Establish BS&A Process

1. Review current UB process
      a. Billing frequency and timing
      b. Read file interfaces
      c. Bill printing process
      d. Payment process
      e. Delinquent balance process
      f. Work orders
      g. Any required application interfaces
2. Review BS&A application functionality
3. Establish new read file interface

4. Establish payment file interface
5. Establish printer export file
6. Define BS&A process and training requirements

Village Responsibilities

1. Assist BSA Project Manager with creation of schedule of activities.
2. Assist with Data Extraction for Preliminary Conversion Development
3. Assist in determining future processes, based on BSA functionality.
4. Provide necessary/required reporting, to be evaluated against current reporting
5. Procure/implement necessary hardware.
6. Review Preliminary Data Conversion.
7. Perform User Acceptance Testing
8. Assign appropriate product lead.
9. Schedule appropriate Village Resources for On-Site Implementation and Training.

Deliverables

1. Sign off on delivery of conversion.
2. Sign off on completion of User Acceptance Testing.
3. Sign off on completion of On-Site Implementation and Training

2.8 AccessMyGov – Financials

Establish BS&A Process

1. Review current process
2. Review BS&A application functionality
3. Define BS&A process and training requirements
4. Document BS&A process
5. Verify final BS&A process at cutover

3. Delivery Method

This section describes the method that BS&A Software will use to deliver this project to Village of Oak Park IL. This method is described in terms of the generalized approach and as a detailed schedule.

3.1 Generalized Approach

BS&A Software will use the following four-phase approach to fulfill the needs of Village of Oak Park IL:

Phase 1 – Initiate
This phase encompasses the work necessary to achieve a signed contract. (This phase is usually completed with the signed contract).

Phase 2 – Plan
This phase follows the signed proposal and produces the detailed description for the work to be undertaken and the schedule for the work, and is presented in the Statement of Work (this document). Upon completion of the planning phase, a more detailed Statement of Work, specific to the project, plan, shall be produced.

Phase 3 – Execute
This phase encompasses all of the activity necessary to bring into operation the applications provided by BS&A Software and the associated training.

Phase 4 – Close
This phase provides a formal conclusion of the project and the handover to BS&A's support team.

Figure 1: Delivery Process Overview
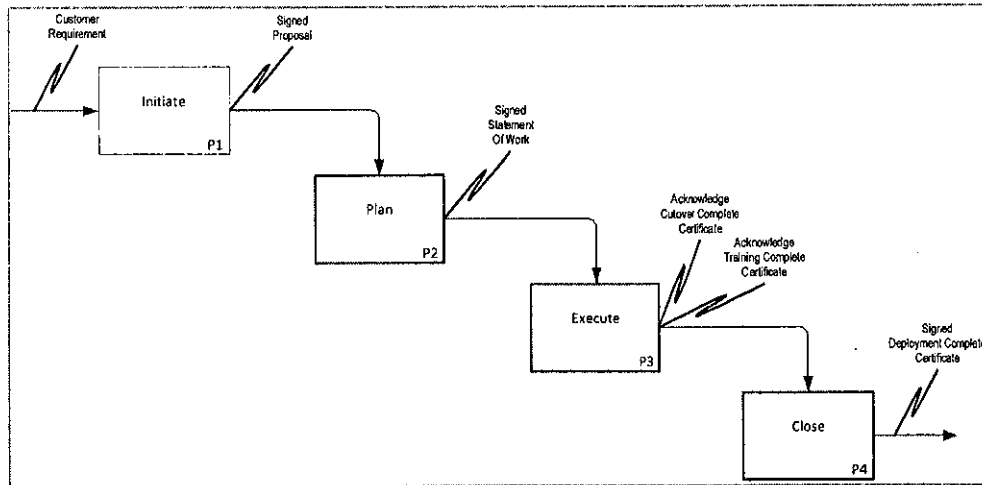
This diagram shows the general approach that BS&A Software will follow to deliver this project.

Figure 2: Delivery Process - Execute Phase
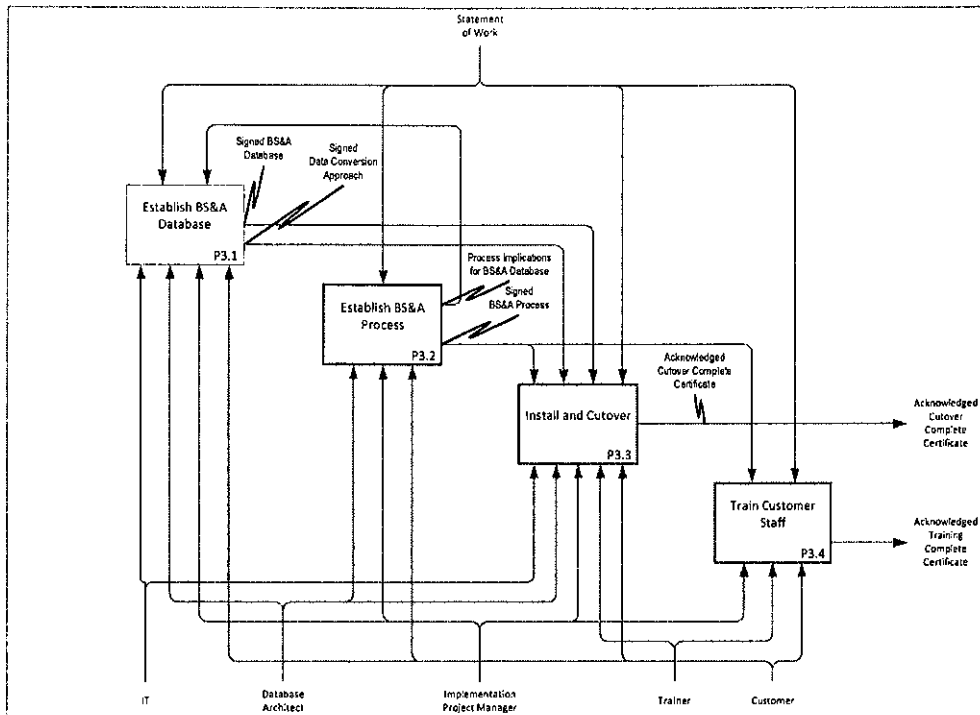
This diagram shows the activities within the Execute phase of the project, which are:
- ~ Establish BS&A database(s)
- ~ Establish BS&A process(s)
- ~ Install and cutover
- ~ Train customer staff

The details for each activity can be provided if required.

3.2 Detailed Schedule

Task	Responsible Parties	Start Date
Conduct Kick-off Meeting	**BS&A and Village**	August 2016
Review Project Scope and Project Management Process	**BS&A**	August 2016
Establish Project Meeting Schedule	**BS&A and Village**	August 2016
Assemble BS&A Project Team	**BS&A**	August 2016
Assemble Village Project Team	**Village**	August 2016
Create Initial Project Timeline	**BS&A & Village**	August 2016
Meet with Village IT Staff to review Hardware Configurations	**BS&A and Village**	September 2016
Database and Conversion Approach Sign-off	**BS&A and Village**	September 2016
Extract Preliminary Data from current System	**BS&A and Village**	September 2016
Conduct Data Mapping and Develop Data Conversion Routines	**BS&A**	September-December 2016
Install Programs	**BS&A**	October 2016
Conduct Review of Converted Data with Village	**BS&A and Village**	September-January 2016
Conduct On-site Process Review Meetings	**BS&A and Village**	October – December 2016
Conduct Analysis of Current Forms	**BS&A and Village**	October – December 2016
Conduct Review of Required Reports	**BS&A and Village**	October – December 2016
Conduct Analysis of System Interface Requirements	**BS&A and Village**	October – December 2016
Develop Best Practices Recommendation	**BS&A**	October – December 2016
Approve Recommendations	**Village**	December 2016
Provide Consulting and Assistance with Chart of Account Redesign	**BS&A and Village**	October – December 2016
Create Forms	**BS&A and Village**	October – December 2016
Create Reports	**BS&A**	December 2016-February 2017

On-site Set-up for Users and Configuration Items	**BS&A**	February 2017
User Acceptance Testing	**BS&A and Village**	February 2017
On-site Training – Utility Billing and Work Order Management	**BS&A and Village**	February-March 2017
On-site Training – Financials	**BS&A and Village**	March 2017-April 2107
Conduct Final Data Extraction	**Village**	March 2017
Convert Final Data	**BS&A**	March 2017
Cutover Complete Go-Live	**BS&A and Village**	April 1, 2017
Conduct Post Project Review & Assessment	**BS&A and Village**	May-June 2017
Conduct Post Implementation Follow Up Training	**BS&A and Village**	June 2017
Deployment Complete	**BS&A and Village**	June 2017

BS&A and the Village agree that, should the optional Human Resources and Payroll phase of the project be decided to be included, both parties will discuss and identify a mutually agreeable implementation schedule that will follow a similar sequence of tasks and activities as those listed above, relating to those applications.

4 Project Management Process

This section describes the following project management procedures that will be used to support the delivery of this project. These procedures are further defined in the Project Management Procedures document, included with this Statement of Work:
~ Organization
~ Change Control
~ RAID Management (Risk, Action, Issue, Decision)

4.1 Organization – Roles and Responsibilities

This subsection describes the organization that BS&A Software will use to support the delivery of this project.

Project Specific Roles
BS&A Software will use the following roles during the project:

Role	Entity	Responsibilities
Project Manager	BS&A Software	• Provides central point of contact between BS&A and Village of Oak Park • Leads all scheduling initiative of the project • Leads project planning and progress meetings

|		
		• Develops and maintains project management documents and tracking tools
		• Provides guidance to BS&A resources on all project initiatives
		• Leads internal BS&A project-related development meetings
		• Serves as change control process owner
		• Serves as risk and issue management process owner
Project Manager	Village of Oak Park	• Provides central point of contact between BS&A and Village of Oak Park Departments
		• Contributes towards scheduling initiatives of the project
		• Contributes in project planning and progress meetings
		• Contributes toward development and maintenance of project management documents and tracking tools
		• Provides guidance to Village staff on all project-related initiatives not directly managed by BS&A Project Manager
		• Leads internal Village project-related meetings not involving BS&A
		• Leads internal routing of change request responses and approvals
		• Provides final authorization for project change requests
		• Provides final authorization for project issue resolution decisions
		• Manages internal Village approval process of project deliverables
		• Provides final authorization of all project deliverables on behalf of the village
		• Contributes toward the scheduling and coordination of village hardware infrastructure implementation in support of the software implementation project
		• Provides final closeout approval of project
Assistant Project Manager (as needed)	Village of Oak Park	• Performs all duties required and identified of the Village Project Manager as requested by the Village Project Manager.
Technology Lead	Village of Oak Park	• Provides point of contact and coordination leadership between Project Managers and Village Information Technology team on all Information Technology initiatives
		• Manages the scheduling and deployment of all Village hardware infrastructure
		• Manages the scheduling and deployment of BS&A software to Village provided server(s), desktops, and mobile devices
		• Manages the scheduling and deployment of any other software required in support of the BS&A software implementation project.
		• Provides consultation to the project team for IT related concerns related to the BS&A software implementation.
		• Assists BS&A in the extraction of legacy system source data and reports
Project Coordinator	BS&A Software	• Provides support to the BS&A Project Manager for project scheduling and documentation-related duties
		• Maintains and updates the project schedule as directed by the BS&A Project Manager
Database Technician	BS&A Software	• Assists in the collection of software configuration-related information
		• Inputs and configures database control records
		• Restores prelim and final database for review and training
Conversion Engineer	BS&A Software	• Provides technical guidance toward the design of conversion logic
		• Designs data conversion according to the Conversion Plan
		• Performs preliminary tests, reports, and reviews of converted data
		• Corrects defects discovered in the conversion after reviews are performed
		• Provides input into the creation of the data conversion plan
Software Engineer (as needed)	BS&A Software	• Provides technical guidance toward the design of software customizations
		• Develops custom software functionality according to the customization agreements
		• Performs preliminary tests of the customized software functionality
		• Corrects defects discovered during the BS&A QA process as well as the Structured Walkthroughs and User Acceptance testing.
Data Extraction Specialist	BS&A Software	• Provides technical guidance to the project team toward the legacy data extraction process
		• Performs scheduled remote extractions of remote data with the assistance of the Village Technology Lead
		• Documents internal data extraction procedures for future extraction purposes

Install Specialist	BS&A Software	• Provides technical guidance to the project team toward software installation process activities
		• Performs scheduled remote installations of software required for the implementation of the BS&A implementation
		• Provides BS&A product specific consultation to Village IT staff on questions related to the administration of the BS&A databases.
AMG Deployment Specialist	BS&A Software	• Provides technical guidance to the project team toward the BS&A AccessMyGov online system
		• Performs scheduled installation and configuration of the AMG Real-Time Service on Village servers
		• Provides cutover support for the scheduled activation of the AMG products
Software Trainer	BS&A Software	• Performs pre-go-live knowledge transfer activities to become familiar with Village processes
		• Provides onsite training to village resources on BS&A Software applications
		• Provides configuration support (as necessary) for the live BS&A software system during scheduled on-site appointments.
		• Provides support for other training-related deliverables as determined by the BS&A Project Manager

Note: there may be a number of people fulfilling each role; i.e., trainers may only train on specific applications, project managers may utilize other resources, etc..

4.2 Change Control

This subsection describes the Change Control procedure that BS&A Software will use to support the delivery of projects.

Figure 3: Change Control Procedure
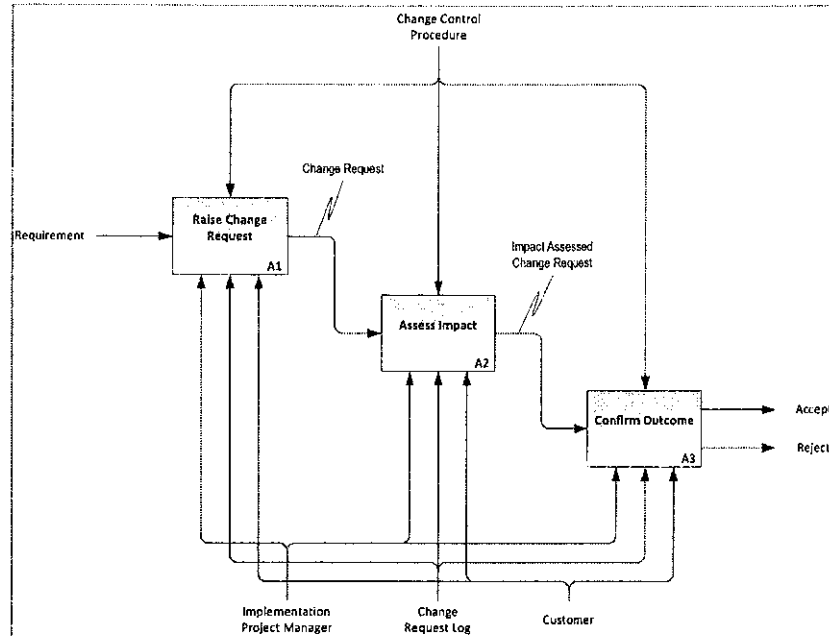
This diagram shows the Change Control Procedure and activities as follows:
- ~ Raise change request
- ~ Assess impact
- ~ Confirm outcome

The details of these activities are available in the Project Management Procedures document.

4.3 RAID Management

This subsection provides an overview of the RAID Management (Risk, Action, Issue, and Decision) procedures that will be used to support the delivery of this project.

ITEM	DEFINITION	ATTRIBUTES
Risk	Used to describe events that may occur and the impact on the project if they occur	*Creation* – can be raised at any point during the life of the project *Review* – risks will be reviewed at specific times during the project *Lifespan* – could remain open for the duration of the project
Action	Used to describe and control the specific tasks that are raised at management meetings. These tasks are outside of activities listed in the Project Plan and Statement of Work.	*Creation* – are raised at an appropriate management meeting, and can be raised at any point during the life of the project. *Review* – progress towards closure will be reviewed at each subsequent instance of the management meeting at which the action was raised. *Lifespan* – the expectation is that an action will be closed within two iterations of the management meeting at which they were raised.
Issue	Used to describe and bring focus to a situation where a task on the project plan has not been, or cannot be, delivered according to: schedule, specification, or budget.	*Creation* – can be raised at any point during the life of the project. *Review* – progress towards closure will be reviewed at the management meeting. *Lifespan* – an issue will remain open until it has been resolved to the satisfaction of all concerned.
Decision	Used to describe and record a decision made by the project; i.e., the outcome of a change request, or the approval of a milestone.	*Creation* – can be raised at any point during the life of the project. *Review* – decisions are presented to a management meeting that has the authority to make those decisions. *Lifespan* – a decision will be open up to the point that when it is presented to the meeting, it will be either accepted or rejected (a "no-decision" is equal to a rejection).

The details of the RAID Management procedure are available in the Project Management Procedures document.

5. Review and Approval

There will be various review points during the project (see Project Schedule Dates) when a formal review of progress will be marked by the confirmation of, and agreement to, specific deliverables.

You will receive a confirmation email at the completion of each of the following milestones in the implementation process. A return email will serve as your approval:

- ~ **Statement of Work.** At this point, we will ask you to acknowledge that you have received the Statement of Work and that it represents the agreed-upon scope of the project.

- ~ **BS&A Database and Conversion Approach.** At this point, we will ask you to acknowledge that you have received the BS&A Database and Conversion Approach, and that it represents an acceptable conversion plan for Cutover.

- ~ **Cutover Complete.** At this point, we will ask you to acknowledge that the Implementation Team has provided an agreed-upon BS&A Database and Conversion Approach.

- ~ **Training Complete.** At this point, we will ask you to acknowledge that the Training Team has delivered training consistent with the Statement of Work, or that some days were left unused and should not be billed.

- ~ **Deployment Complete.** At this point, we will ask you to acknowledge that BS&A has provided deliverables consistent with the Statement of Work, and that any outstanding issues from the Implementation and Training processes have been addressed or transferred to the Support Team.

Acceptance criteria

Upon completion of milestones or deliverables, BSA will provide a form requesting the Customer to sign off on their acceptance of each related item. Each individual item will be considered complete when BSA has completed the deliverables, as defined in the Statement of Work.

The Customer may, in good faith, withhold acceptance for any stage of the process, if the stated objectives and deliverables from the Statement of Work, or any subsequent documentation developed as a part of the Implementation process has not been completed.

In the event that the Customer does not grant acceptance, all subsequent implementation and training activities shall be delayed, until such acceptance can be achieved, unless there is mutual agreement between the Customer and BSA to proceed through additional phases while acceptance is pending.

In the event of the Customer rejecting an acceptance document, both parties shall work to achieve a mutually agreeable resolution, taking into account the projected impact to project schedule, project costs, and future deliverables.

6. Appendix

6.1 Change Request Form

TITLE	
Owner Provide the name of the person who would like this Change Request to go forward for consideration.	
Date Raised Provide the date that this Change Request was raised	
Rationale *[tick most appropriate]* What is the primary reason for raising this Change Request?	O Unknown O Resolve an issue O Terminate or treat a risk O Reduce project cost O Improve the business case O Increase capability O Align with external environment O Comply with legal or regulatory requirements
Description *[tick all appropriate]* What needs to change?	❑ Change scope ❑ Change specification ❑ Change design ❑ Change strategy or approach ❑ Change schedule
Description notes Provide a brief description of what needs to change, and include reference to the specific milestones that will be affected.	
Benefit *[tick most appropriate]* What is the expected scale of the benefit associated with this Change Request?	O Unknown O Less than $1,000 O Between $1,000 and $5,000 O Between $5,000 and $10,000 O More than $10,000
Impact on schedule *[tick most appropriate]* What is the estimated impact on the schedule of this Change Request?	O Unknown O No impact O One month O Between one month and three months O More than three months
Impact on cost *[tick most appropriate]* What is the estimated direct cost of implementing this Change Request?	O Unknown O Less than $1,000 O Between $1,000 and $5,000 O Between $5,000 and $10,000 O More than $10,000

Project Management Procedures

Date: May 27, 2016
Version: 1
Revision: 1.1
Status: Draft

Table of Contents

BS&A
SOFTWARE

1. Organization

This section describes the organization that BS&A Software will use to support the delivery of projects:

Objective
The objective of defining, agreeing, and implementing an organization procedure is to support the effective execution of the project by ensuring that all resources within the project have a defined role and set of responsibilities.

Concepts
The organizational procedure uses the following concepts to establish an effective organization:
~ Clear accountability, using a RACI (Responsible, Accountable, Consulted, Informed) approach
~ Clear role definition

Project Specific Roles
BS&A Software will use the following roles during the project:

Role	Entity	Responsibilities
Project Manager	BS&A Software	• Provides central point of contact between BS&A and Village of Oak Park • Leads all scheduling initiative of the project • Leads project planning and progress meetings • Develops and maintains project management documents and tracking tools • Provides guidance to BS&A resources on all project initiatives • Leads internal BS&A project-related development meetings • Serves as change control process owner • Serves as risk and issue management process owner
Project Manager	Village of Oak Park	• Provides central point of contact between BS&A and Village of Oak Park Departments • Contributes towards scheduling initiatives of the project • Contributes in project planning and progress meetings • Contributes toward development and maintenance of project management documents and tracking tools • Provides guidance to Village staff on all project-related initiatives not directly managed by BS&A Project Manager • Leads internal Village project-related meetings not involving BS&A • Leads internal routing of change request responses and approvals • Provides final authorization for project change requests • Provides final authorization for project issue resolution decisions • Manages internal Village approval process of project deliverables • Provides final authorization of all project deliverables on behalf of the village • Contributes toward the scheduling and coordination of village hardware infrastructure implementation in support of the software implementation project • Provides final closeout approval of project
Assistant Project Manager (as needed)	Village of Oak Park	• Performs all duties required and identified of the Village Project Manager as requested by the Village Project Manager.
Technology Lead	Village of Oak Park	• Provides point of contact and coordination leadership between Project Managers and Village Information Technology team on all Information Technology initiatives • Manages the scheduling and deployment of all Village hardware infrastructure • Manages the scheduling and deployment of BS&A software to Village provided server(s), desktops, and mobile devices • Manages the scheduling and deployment of any other software required in support of the BS&A software implementation project. • Provides consultation to the project team for IT related concerns related to the BS&A software implementation. • Assists BS&A in the extraction of legacy system source data and reports

Role	Company	Responsibilities
Project Coordinator	BS&A Software	• Provides support to the BS&A Project Manager for project scheduling and documentation-related duties • Maintains and updates the project schedule as directed by the BS&A Project Manager
Database Technician	BS&A Software	• Assists in the collection of software configuration-related information • Inputs and configures database control records • Restores prelim and final database for review and training
Conversion Engineer	BS&A Software	• Provides technical guidance toward the design of conversion logic • Designs data conversion according to the Conversion Plan • Performs preliminary tests, reports, and reviews of converted data • Corrects defects discovered in the conversion after reviews are performed • Provides input into the creation of the data conversion plan
Software Engineer (as needed)	BS&A Software	• Provides technical guidance toward the design of software customizations • Develops custom software functionality according to the customization agreements • Performs preliminary tests of the customized software functionality • Corrects defects discovered during the BS&A QA process as well as the Structured Walkthroughs and User Acceptance testing.
Data Extraction Specialist	BS&A Software	• Provides technical guidance to the project team toward the legacy data extraction process • Performs scheduled remote extractions of remote data with the assistance of the Village Technology Lead • Documents internal data extraction procedures for future extraction purposes
Install Specialist	BS&A Software	• Provides technical guidance to the project team toward software installation process activities • Performs scheduled remote installations of software required for the implementation of the BS&A implementation • Provides BS&A product specific consultation to Village IT staff on questions related to the administration of the BS&A databases.
AMG Deployment Specialist	BS&A Software	• Provides technical guidance to the project team toward the BS&A AccessMyGov online system • Performs scheduled installation and configuration of the AMG Real-Time Service on Village servers • Provides cutover support for the scheduled activation of the AMG products
Software Trainer	BS&A Software	• Performs pre-go-live knowledge transfer activities to become familiar with Village processes • Provides onsite training to village resources on BS&A Software applications • Provides configuration support (as necessary) for the live BS&A software system during scheduled on-site appointments. • Provides support for other training-related deliverables as determined by the BS&A Project Manager

Note: there may be a number of people fulfilling each role; i.e., trainers may only train on specific applications.

2. Change Control

This section describes the Change Control Procedure that BS&A Software will use to support the delivery of projects.

Objectives

The objectives of defining, agreeing, and implementing a Change Control procedure are:
- ~ to support the effective execution of the project
- ~ to ensure that all Change Requests are managed in an effective, clear, and consistent way
- ~ to provide a single point of reference (Document of Record) for all Change Requests and their current status

BS&A-Specific Objectives
- ~ record the request
- ~ clarify the impact
- ~ confirm go-ahead

2.1 Policy Statements

The project will:
- ~ recognize Change Requests
- ~ operate a Change Control Procedure
- ~ appoint a Change Manager to operate the Change Control Procedure (the Implementation Project Manager)
- ~ operate a single Change Request Log
- ~ recognize the Change Request Log as the Document of Record for all information on the existence and status of Change Requests
- ~ assess the impact of a Change Request relative to the project deliverables (milestones)

The Implementation Project Manager will:
- ~ operate the Change Control process
- ~ produce the Change Control Status Report

2.2 Change Control Procedure
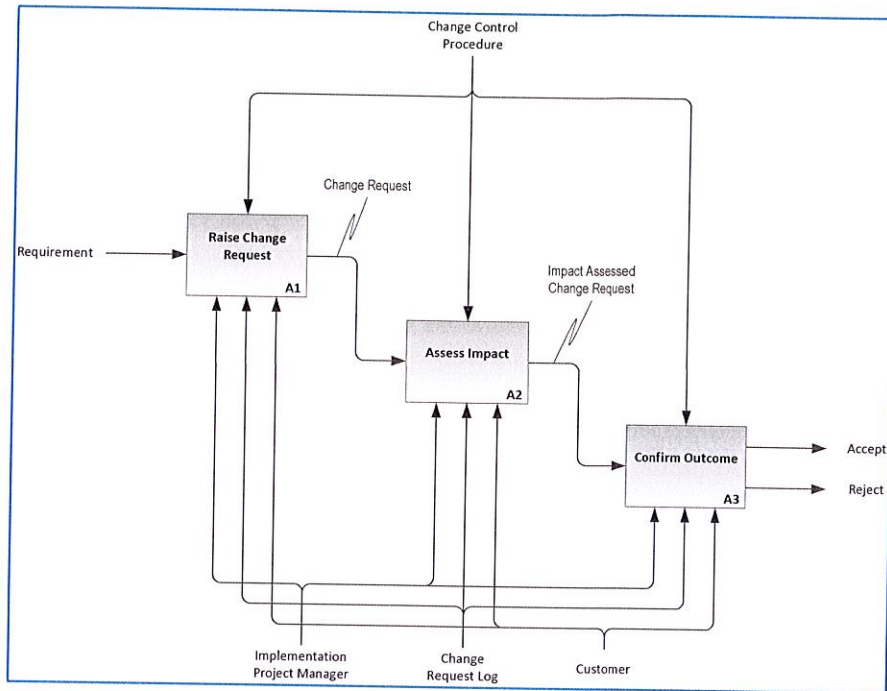
2.2.1 Raise Change Request

The details associated with the Raise Change Request activity are as follows:

Purpose	Initiate a Change Request
Output	A Change Request in the Change Request Log
Control	Change Control Procedure
Activities	Originator: create Change Request in Change Request Log and enter the necessary data
Inputs	Requirement
Mechanisms	Change Request Log
Expected duration	n/a

Data Entry. The following data will be added to the Change Request during the Raise Change Request activity (the full data dictionary is provided on page 49):

Title	free text
Originator	name of originator

Rationale	Select the most appropriate reason for the Change Request:
	From the Project team:
	    O Resolve an issue
	    O Terminate or treat a risk
	    O Reduce project cost
	From the customer:
	    O Improve the business case
	    O Increase capability
	    O Align with external environment
	    O Comply with legal or regulatory requirements

45

Description	Identify what needs to change:
	☐ Change scope
	☐ Change specification
	☐ Change design
	☐ Change strategy or approach
	☐ Change schedule
Description	Provide a brief description of what needs to change
Benefit	Select the most appropriate scale of benefit:
	○ Less than $1,000
	○ Between $1,000 and $5,000
	○ Between $5,000 and $10,000
	○ More than $10,000

2.2.2 Assess Impact

The details associated with the Assess Impact activity are as follows:

Purpose	Quantify the scale and impact of the change
Output	An Impact Assessed Change Request
Control	Change Control Procedure
Activities	Assess impact
Inputs	Change Request
Mechanisms	Change Request Log
Expected Duration	1 week

Data Entry. The following data will be added to the Change Request during the Assess Impact activity:

Impact on schedule	Select the most appropriate scale of impact on schedule:
	○ No impact
	○ One month
	○ Between one month and three months
	○ More than three months
Impact on cost (specific)	Select the most appropriate scale of impact on cost:
	○ Less than $1,000
	○ Between $1,000 and $5,000
	○ Between $5,000 and $10,000
	○ More than $10,000

2.2.3 Confirm Outcome

The details associated with the Confirm Outcome activity are as follows:

Purpose	Obtain confirmation from the customer whether or not they wish to proceed with the proposed change
Output	A decision to either Accept or Reject the Change Request
Control	Change Control Procedure
Activities	Review and decide
Inputs	Change Request
Mechanisms	Change Request Log
Expected Duration	1 week

Data Entry. The following data will be added to the Change Request during the Confirm Outcome activity:

Outcome	Select the correct outcome: ○ Accept ○ Reject
Status	Select the correct status: ○ Open ○ Closed
Date closed	Enter the date of the event that made the decision

2.3 Change Control Form

This is the Change Control Form as it appears in the Statement of Work presented to the customer:

TITLE	
Owner Provide the name of the person who would like this Change Request to go forward for consideration.	
Date Raised Provide the date that this Change Request was raised	
Rationale *[tick most appropriate]* What is the primary reason for raising this Change Request?	○ Unknown ○ Resolve an issue ○ Terminate or treat a risk ○ Reduce project cost ○ Improve the business case ○ Increase capability ○ Align with external environment ○ Comply with legal or regulatory requirements
Description *[tick all appropriate]* What needs to change?	❑ Change scope ❑ Change specification ❑ Change design ❑ Change strategy or approach ❑ Change schedule
Description notes Provide a brief description of what needs to change, and include reference to the specific milestones that will be affected.	
Benefit *[tick most appropriate]* What is the expected scale of the benefit associated with this Change Request?	○ Unknown ○ Less than $1,000 ○ Between $1,000 and $5,000 ○ Between $5,000 and $10,000 ○ More than $10,000
Impact on schedule *[tick most appropriate]* What is the estimated impact on the schedule of this Change Request?	○ Unknown ○ No impact ○ One month ○ Between one month and three months ○ More than three months
Impact on cost *[tick most appropriate]* What is the estimated direct cost of implementing this Change Request?	○ Unknown ○ Less than $1,000 ○ Between $1,000 and $5,000 ○ Between $5,000 and $10,000 ○ More than $10,000

2.4 Change Control Log – Data Dictionary

This is a Radio button – O – only one of the options is acceptable.
This is a checkbox – ☐ – multiple options are acceptable.

Field Name	Source	Type	Mandatory	Primary Key	Notes
Content Type	Auto-generated		Yes		Defined as a result of the user selecting the item "Type" under the "New" drop-down list.
Date Created	Auto-generated	Date	Yes		The system will record the Date that the items were created.
Created By	Auto-generated	User Name	Yes		The system will record the User Name of the person who created the item.
ID	Auto-generated	Serial Number	Yes	Yes	The system will provide a unique serial number for each item.
last Modified By	Auto-generated	User Name	Yes		The system will record the User Name of the person making the modification.
last Modified Date	Auto-generated	Date	Yes		The system will record the Date of the last modification.
Age	Auto-generated	Number	Yes		The system will calculate the number of days from the "Date Created" to the "Current Date."
Title	User input	Free text – single line	Yes		
Owner	Directory link		Yes		
Date Raised	User input	Date	Yes		This is a user defined date which allows the items to be dated in line with the event at which it was closed.
Rationale	Single choice list	O Unknown (default) O Resolve an issue O Terminate or Treat a Risk O Reduce project cost O Improve the business case O Increase capability O Align with external environment O Comply with legal or regulatory requirements	Yes		
Description	Multi choice list	☐ Change scope ☐ Change specification ☐ Change design ☐ Change strategy or approach ☐ Change schedule	Yes		
Description	User input	Free text – multi line	Yes		Provide a brief description of what needs to change
Benefit	Single choice list	O Unknown (default) O Less than $1,000 O Between $1,000 and $5,000 O Between $5,000 and $10,000 O More than $10,000	Yes		
Impact on schedule	Single choice list	O Unknown (default) O No impact O One month O Between one month and three months O More than three months	Yes		
Impact on cost (specific)	Single choice list	O Unknown (default) O Less than $1,000 O Between $1,000 and $5,000 O Between $5,000 and $10,000 O More than $10,000	Yes		
Status	Single choice list	O Open – In Initiation (default) O Open – Initial Impact Assessment O Open – Full Impact Assessment O Open – Awaiting Decision O Closed	Yes		
Progress	User input	Free text – multi line			
Outcome	Single choice list	O Accept O Reject			

Date Closed	User input	Date		This is a user defined date which allows the items to be dated in line with the event at which it was closed.

3. RAID

This section describes the RAID (Risk, Action, Issue, and Decision) policy that the project will implement and operate.

Objective

The objective of defining, agreeing, and implementing a RAID policy is to support the effective execution of the project by ensuring that all RAID items are managed in a clear and consistent way.

Definitions

ITEM	DEFINITION	ATTRIBUTES
Risk	Used to describe events that may occur and the impact on the project if they occur	*Creation* – can be raised at any point during the life of the project *Review* – risks will be reviewed at specific times during the project *Lifespan* – could remain open for the duration of the project
Action	Used to describe and control the specific tasks that are raised at management meetings. These tasks are outside of activities listed in the Project Plan and Statement of Work.	*Creation* – are raised at an appropriate management meeting, and can be raised at any point during the life of the project. *Review* – progress towards closure will be reviewed at each subsequent instance of the management meeting at which the action was raised. *Lifespan* – the expectation is that an action will be closed within two iterations of the management meeting at which they were raised.
Issue	Used to describe and bring focus to a situation where a task on the project plan has not been, or cannot be, delivered according to: schedule, specification, or budget.	*Creation* – can be raised at any point during the life of the project. *Review* – progress towards closure will be reviewed at the management meeting. *Lifespan* – an issue will remain open until it has been resolved to the satisfaction of all concerned.
Decision	Used to describe and record a decision made by the project; i.e., the outcome of a change request, or the approval of a milestone.	*Creation* – can be raised at any point during the life of the project. *Review* – decisions are presented to a management meeting that has the authority to make those decisions. *Lifespan* – a decision will be open up to the point that when it is presented to the meeting, it will be either accepted or rejected (a "no-decision" is equal to a rejection).

3.1 Risks

The project will recognize risks and will operate a Risk Management process and a single Risk Log to facilitate the effective management of risks.

~ The project will operate Risk Reviews to ensure that there is effective control over risks. The Risk Review will evaluate new risks and re-evaluate existing risks.

~ The project will report risks as part of the reporting process.

~ The project will associate risks with the delivery of a Project Product or achievement of a Milestone, and the impact will be related to that deliverable.

~ The project will evaluate risks to establish their severity where severity is the product of:

` Probability

` Impact on cost

- ` Impact on schedule
- ~ Probability will be assessed:
    - ` within the defined Proximity. Proximity will be defined as a fixed period (i.e., six months) to assist in the evaluation.
    - ` relative to the other risks at the same escalation level
    - ` using the scale of: High (more likely to occur than not occur); Medium (equally likely to occur or not occur); Low
    - ` Impact will be assessed relative to the other risks at the same escalation level using the scale: High; Medium; Low
- ~ Risks will be assigned one of the following responses:
    - ` Terminate – the project will change so that it is no longer susceptible to the risk
    - ` Treat – the project will either: change so that it reduces its exposure to the risk; or, establish mechanisms to reduce the impact of the risk should it occur; or a combination of both.
    - ` Tolerate – the project will take no action
- ~ Risks will have a defined owner. The owner is the individual accountable for the delivery of the project product or milestone that is at risk.
- ~ **Notes:**
    - ` Assumptions are sources of risk
    - ` External dependencies are sources of risk
    - ` The event that brings about the risk is outside the control of the project

3.2 Actions

The project will recognize actions and will operate an Action Management process and a single Action Log to facilitate the effective management of actions.

- ~ Actions are specific requests to undertake some activity that is not identified as part of the work required to deliver the project products and as such is not already listed in a plan.
- ~ Actions will originate from a project event and will serve as the record of that event.
- ~ Actions will have an owner. The owner is the person most interested in the item reaching a conclusion.
- ~ Actions will only be amended, updated, or closed by the owner.
    - ` Amendments without the consent of the owner tend to lead to inaccurate data and cause confusion.
- ~ Actions will be reviewed, and their progress updated to reflect the agreed position at each iteration of the event at which they were raised.
- ~ Actions will be assigned to an assignee who will undertake the activity described in the action.
- ~ Actions will be resolved within two iterations of the originating event (target).
- ~ **Notes:**
    - ` Actions are not the work associated with the resolution of a risk or an issue. Risks and issues have their initial activity recorded in the Activity Description field and updates are recorded as "progress" in the Progress field.

3.3 Issues

The project will recognize issues and will operate an Issue Management process and a single Issue Log to facilitate the effective management of issues.

~ The project will run Issue Reviews to ensure that there is effective control over issues. The Issue Review will evaluate new issues and re-evaluate existing issues.

~ The project will report issues as part of the reporting process.

~ The project will associate issues with the delivery of a project product or achievement of a milestone and the impact will be related to that deliverable.

~ Issues will have a defined owner. The owner is the person accountable for the delivery of the project product or milestone with which the issue is associated.

~ **Notes:**

` The fact that a project product or milestone is being reported as either "late" or "at risk" does not automatically mean they become an issue. The impact associated with the "late" or "at risk" status will determine the need to raise an issue.

3.4 Decisions

The project will recognize decisions and will operate a Decision Management process and a single Decision Log to facilitate the effective management of decisions.

~ Decisions can be of the following types:

` Approval of a product or achievement of a milestone

` Approval of a Change Request

` A choice between competing options (direction)

~ Decision will be presented stating:

` The decision that needs to be made (there must be a choice)

` The reason for making the decision

` The implications of not making the decision

~ Decision will either be Accepted or Rejected:

` If the decision is accepted, then the project can be informed and all associated changes made

` If the decision is rejected, then the project and all associated assumptions remain the same

` There is no "pending" state for decision. This would suggest that the project is in limbo and results in uncertainty.

~ **Notes:**

` Decision will have a lifespan of only the event to which it is presented.

3.5 Raid Log – Data Dictionary

Field Name	Source	Type	Mandatory	Primary Key	Notes
Content Type	Auto-generated		Yes		Defined as a result of the user selecting the item "Type" under the "New drop-down list.
Date Created	Auto-generated	Date	Yes		The system will record the Date that the items were created.
Created By	Auto-generated	User Name	Yes		The system will record the User Name of the person who created the item.
ID	Auto-generated	Serial Number	Yes	Yes	The system will provide a unique serial number for each item.
last Modified By	Auto-generated	User Name	Yes		The system will record the User Name of the person making the modification.
last Modified Date	Auto-generated	Date	Yes		The system will record the Date of the last modification.
Age	Auto-generated	Number	Yes		The system will calculate the number of days from the "Date Created" to the "Current Date."
Title	User input	Free text – single line	Yes		
Owner	Directory link		Yes		
Date Raised	User input	Date	Yes		This is a user defined date which allows the items to be dated in line with the event at which it was closed.
Item Description	User input	Free text	Yes		
Activity Description	User input	Free text	Yes		
Assigned To	Directory link		Yes		
Impact on Cost	Drop down list	Values: High Medium Low	Yes		Risk only
Impact on Schedule	Drop down list	Values: High Medium Low	Yes		Risk only
Probability	Drop down list	Values: High Medium Low	Yes		Risk only
Score	Auto-generated	Equals: product of Impact on Cost * Impact on Schedule *Probability	Yes		Risk only
Risk Response	Drop down list	Values: Terminate Treat Tolerate			Risk only
Progress	User input	Free text			
Status	Drop down list	Values: Open Closed			
Date Closed	User input	Date			This is a user defined date which allows the items to be dated in line with the event at which it was closed.

EXHIBIT E

Original RFP Document

EXHIBIT F

BS&A Response to RFP

EXHIBIT G

Proposal for HRMS Applications

Applications, New Purchase

Payroll .NET	**$28,870**
Human Resources .NET	**$26,245**
AccessMyGov/Employee Self-Service	**$17,325**
	Subtotal **$72,440**

Data Conversions

Convert existing ADP data to BS&A format:

Payroll (Database setup, employee detail, YTD as of a specified date)	**$27,500**

Database Setup:

Human Resources (Setup of Licenses/Certifications/Benefit Plans)	**$3,300**
	Subtotal **$30,800**

Project Management and Implementation Planning

Services Include:
- *Analyzing customer processes to ensure all critical components are addressed.*
- *Creating and managing the project schedule in accordance with the customer's existing processes and needs.*
- *Planning and scheduling training around any planned process changes included in the project plan.*
- *Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.*
- *Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.*
- *Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.*
- *Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).*

$14,300

Implementation and Training

- *$1,100/day*
- *Days quoted are estimates; you are billed for actual days used*

Services Include:

- *Setting up users and user security rights for each application*
- *Performing final process and procedure review*
- *Configuring custom settings in each application to fit the needs of the customer*
- *Setting up application integration and workflow methods*
- *Onsite verification of converted data for balancing and auditing purposes*
- *Training and Go-Live*

Software Setup	Days: 2		**$2,200**
Payroll .NET	Days: 22		**$24,200**
Human Resources .NET	Days: 10		**$11,000**
AccessMyGov/Employee Self-Service	Days: 2		**$2,200**
	Total: 36	Subtotal	**$39,600**

Post-Go Live Assistance

- *Review and consult on streamlining day-to-day activities as they relate to the processes within the BS&A applications*
- *Assist customers with more detailed and advanced report options available within the BS&A applications*
- *Revisit commonly-used procedures discussed during training*
- *As needs arise, provide assistance with bank reconciliations*
- *$1,100/day*
- *Days quoted are estimates; you are billed for actual days used*

Post-Go Live for all Financial Mgt apps for which training was performed   Days: 2   **$2,200**

Cost Totals

Not including Annual Service Fees

Applications	$72,440
Data Conversions	$30,800
Project Management and Implementation Planning	$14,300
Implementation and Training	$39,600
Post Go-Live Assistance	$2,200

Total Proposed	**$159,340**
Travel Expenses	**$11,805**

Payment Schedule

1st Payment: **$45,100** to be invoiced upon execution of this agreement.

2nd Payment: **$36,220** to be invoiced at start of training.

3rd Payment: **$89,825** to be invoiced upon completion of training.

Annual Service Fees

Unlimited service and support during your first year with the program are included in your purchase price. Thereafter, Service Fees are billed annually. BS&A Software reserves the right to increase the Annual Service Fee by no more than the yearly Consumers Price Index (CPI).

Payroll .NET	$5,770
Human Resources .NET	$5,250
AccessMyGov/Employee Self-Service	$3,470
Total Annual Service	**$14,490**

Village of Oak Park
BS&A Cost Proposal

All modules excluding payroll and HR

Licenses, training, and data conversion	378,330
BS&A travel expense	26,185
Subtotal	404,515
Annual maintenance excluding payroll module (year 1)	38,560
Total licenses, training, data conversion and annual maintenance	443,075

Payroll module only

Licenses, training, and data conversion	159,340
BS&A travel expense	11,805
Subtotal	171,145
Annual maintenance payroll module only (year 1)	14,490
Total licenses, training, data conversion and annual maintenance	185,635

All Modules (including payroll)

Licenses, training, and data conversion	537,670
BS&A travel expense	37,990
Subtotal	575,660
Annual maintenance (year 1)	53,050
Total licenses, training, data conversion and annual maintenance	628,710

Payment Stream (Excluding payroll/HR)

Installment #1- upfront fee	94,210
Installment #2- start training Q1, 2017	91,410
Installment #3- end training Q2, 2017	218,895
	404,515

Payment Stream (Including payroll/HR)

Installment #1- upfront fee	139,310
Installment #2- start training Q1, 2017	127,630
Installment #3- end training Q2, 2017	308,720
	575,660