

ORIGINAL
RESOLUTION

**A RESOLUTION TO APPROVE A CONTRACTUAL SERVICES AGREEMENT
AND SOFTWARE LICENSE AND SUPPORT AGREEMENT BETWEEN CITYVIEW,
A DIVISION OF N. HARRIS COMPUTER CORPORATION, AND
THE VILLAGE OF OAK PARK TO PROVIDE A NEW SOFTWARE SOLUTION FOR
THE VILLAGE'S PERMITTING, LICENSING AND INSPECTION SERVICES**

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois ("Village"), in the exercise of their home rule powers, that the Contractual Services Agreement and Software License and Support Agreement between CityView, a division of N. Harris Computer Corporation, and the Village of Oak Park to provide a new software solution for the Village's permitting, licensing and inspection services is approved and the Village Manager is authorized to execute the agreements in substantially the forms attached.

THIS RESOLUTION shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 8th day of December, 2014, pursuant to a roll call vote as follows:

Voting	Aye	Nay	Abstain	Absent
President Abu-Taleb	✓			
Trustee Barber	✓			
Trustee Brewer	✓			
Trustee Lueck	✓			
Trustee Ott	✓			
Trustee Salzman	✓			
Trustee Tucker				✓

APPROVED this 8th day of December, 2014:

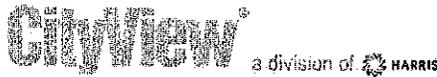


 Anan Abu-Taleb, Village President

ATTEST:



 Teresa Powell, Village Clerk



CONTRACTUAL SERVICES AGREEMENT

THIS AGREEMENT (hereinafter the "Agreement") is made this 15th day of Dec, 2014 (the "Effective Date") by and between the Village of Oak Park, IL (hereinafter the "Village"), and CityView, a division of N. Harris Computer Corporation, an Ontario, Canada Corporation and wholly owned subsidiary of Constellation Software, Inc., authorized to transact business in the State of Illinois, with its place of business at 4464 Markham Street, Suite 2307, Victoria, BC, V8Z 7X8 (hereinafter the "Vendor"). The Village and the Vendor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

- A. The Vendor desires to perform and assume responsibility and obligation for the provision of certain professional services, as hereinafter described, on the terms and conditions set forth herein. Vendor represents that it is experienced in providing business process automation and implementation services to public clients and is familiar with the scope of work of the Village.
- B. The Village desires to engage Vendor to render such services, as hereinafter described, for the Implementation of a Permitting, Licensing, and Inspection System (the "Project") on the terms and conditions set forth herein.

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

OPERATIVE PROVISIONS

SECTION I ENGAGEMENT AND SERVICES OF THE VENDOR

1. Engagement of Vendor. The Village hereby engages the Vendor and the Vendor shall furnish to the Village, subject to the terms and conditions set forth in this Agreement, all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional services necessary (the "Services") for the project described in the Payment Milestones and Project Deliverables set forth in Schedule "A," attached hereto and incorporated herein by reference and the Statement of Work in Schedule "D" (the "Project"). The Vendor agrees to perform the Services in accordance with the terms and conditions of this Agreement, the exhibits attached hereto and incorporated herein by reference, and 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.
2. Performance of the Vendor: Standard of Care. The Vendor accepts the relationship of trust and confidence established between the Village and the Vendor by the terms of this Agreement. The Vendor covenants with the Village to perform all Services under this Agreement in a skillful and competent manner, consistent with or in excess of the standards of skill, quality and care adhered to by recognized professionals in the same discipline in the USA while performing services of a like or similar nature under like or similar circumstances. Vendor represents and maintains that it is skilled in the professional calling necessary to perform the Services, and that it shall consider all recent proven and tested methods known and successfully employed by recognized professionals in the same discipline in the USA. Vendor shall also cooperate with the Village and any other consultants or contractors engaged by or on behalf of the Village in performance of the Project. The Vendor covenants to use its commercially reasonable efforts to perform its duties and obligations under this Agreement in an efficient, expeditious and economical manner, consistent with the best interests of the Village and the professional standard of care set forth in this Agreement.

SECTION II RESPONSIBILITIES OF THE VENDOR

IN WITNESS WHEREOF the Parties have executed this Agreement to be effective on the Effective Date by their duly authorized representatives.

VILLAGE OF OAK PARK

Cara Pavlicek
By: Cara Pavlicek
Its: Village Manager

Date: 12/11/14

ATTEST

Teresa Powell
By: Teresa Powell
Its: Village Clerk

CITYVIEW

Sean Higgins
By: Sean Higgins
Its: Executive Vice President

Date: 12/15/14

ATTEST

Susan McCormick
By: Susan McCormick
Its: Vice President, Business Operations

**REVIEWED AND APPROVED
AS TO FORM**

DEC 08 2014
Paul L. Skipt
LAW DEPARTMENT

CityView

SOFTWARE LICENSE AND SUPPORT AGREEMENT

This Software License and Support Agreement is entered into on 15 December 2014 (the "Effective Date") between CityView, a division of N. Harris Computer Corporation, an Ontario Corporation and wholly owned subsidiary of Constellation Software Inc. (hereinafter "CITYVIEW" or "CityView"), and the Village of Oak Park, IL (hereinafter called the 'Licensee').

Whereas CityView and Licensee entered into a Contractual Services Agreement dated 15 December 2014 for the provision of certain professional services [in preparation of the license of certain CityView software to Licensee] (the "Contractual Services Agreement");
Whereas CityView proposes to license its software application to Licensee on the terms and conditions set out in this Agreement;
Whereas CityView desires to provide the Licensee with support and maintenance services related to its software application on the terms and conditions set out in this Agreement;
Whereas the Licensee has received the proper approvals such that it will license the software application;

Now therefore, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the two parties agree to the following:

1. DEFINITIONS

Throughout this Agreement, except as otherwise expressly provided, the following words and expressions shall have the following meanings, and to the extent that any capitalized words are not defined in this Agreement but in the Contractual Services Agreement, then those words shall have the meaning ascribed to them in those respective agreements with priority being assigned to the Contractual Services Agreement:

- (a) "Agreement" means this Software License and Support Agreement, including all of its Exhibits and all instruments supplementing, amending or confirming this Agreement.
- (b) "Designated Computer System" shall mean the Licensee's platform and operating system environment which is operating the Software.
- (c) "Documentation" shall mean user guides, operating manuals, technical manuals, supporting materials, and other information relating to the use of the Software, whether distributed in print, magnetic, electronic, or video format.
- (d) "Software" shall mean the licensed CityView application software containing the system modules identified in the attached Schedule A, including any updates provided subsequent to this Agreement, and including all copies made by the Licensee.
- (e) "Source Code" of the Software means the Software written in programming languages, including all comments and procedural code, such as job control language statements, in a form intelligible to trained programmers and capable of being translated into object code for operation on computer equipment through assembly or compiling, and accompanied by documentation, including flow charts, schematics, statements of principles of operations, and architecture standards, describing the data flows, data structures, and control logic of the Software in sufficient detail to enable a trained programmer through study of such documentation to maintain and/or modify the Software without undue experimentation

2. EXHIBITS AND SCHEDULES

The Exhibits and Schedules described below and appended to this Agreement shall be deemed to be integral parts of this Agreement and shall be limited in their effect only as such Exhibit or Schedule may explicitly state therein.

Schedule "A" -	Software & Maintenance Fees, Payment Milestones and Deliverables
Schedule "B" -	CityView Escrow Services Agreement
Schedule "C" -	CityView Service Level Agreement
Schedule "D" -	Equal Employment Opportunity

3. LICENSE

Subject to the terms and conditions of this Agreement including, without limitation, the payment of the License Fees and Support and Maintenance Fees as described in Schedule "A", CityView hereby grants the Licensee a non-transferable, non-exclusive and limited license during the Term to:

- (a) Use the Software on Licensee's Designated Computer System. The Software is in "use" on a computer when it is loaded into temporary memory (i.e., RAM) of that computer;
- (b) Copy the Software into any machine readable or printed form for back-up, archival or modification purposes in support of the Licensee's use of the Software on the Designated Computer System PROVIDED THAT:
 - (i) the Licensee shall maintain a record of the number and location of copies made; and
 - (ii) the copies, together with the original, shall remain the property of CITYVIEW.
- (c) The parties may add additional modules of software to be subject to the terms of this Agreement at any time. Such modules shall be added in a new schedule to this Agreement and shall reference this subsection. The schedule may be referenced in the statement of work or service agreement that will provide the installation and other services required for the installation of the modules referenced therein, together with whatever other services are required. Upon the execution of such an agreement adding an additional schedule that adds new modules to be subject to this Agreement, the definition of Software will be amended to include such modules and all of the terms and conditions of this Agreement shall immediately apply to those modules (including any support provisions) as of the effective date of the schedule or the applicable agreement.
- (d) License Fees. In consideration of the license rights granted herein, Licensee agrees to pay the license fees set out in Schedule "A" (the "License Fees"). The parties agree that the payment of the License Fees are due in accordance with the milestone payment schedule set out in Schedule A to this Agreement, except that in no case shall the license fees be paid later than after the full installation and acceptance by the Licensee of the Software. The license fees for any new modules that are added to and become subject to this Agreement as described in subsection 3(c) above shall be paid in the manner described in the Schedule or the related agreements, but in no case later than after the full installation and acceptance by the Licensee of the module(s).

CityView

(e) The license rights granted herein and the other terms and conditions of this Agreement do not apply to any third party software listed in Schedule A to this Agreement. Such third party software is licensed pursuant to and subject to all of the terms and conditions set out in the applicable third party license agreements for such software. For greater certainty and without limiting the generality of the foregoing, CityView makes no warranties, express or implied with respect to the third party software, including without limitation, their merchantability or fitness for a particular purpose and CityView accepts no liability of any kind whatsoever with respect to third party software. A "module" can be either a PreBuilt or an Add-in as referenced in Schedule "A".

4. LICENSE RESTRICTIONS

- (a) Without limiting the generality of the License granted in Section 3 and any other restrictions listed in this Agreement, Licensee shall not, and will not allow, direct or authorize any other party to:
- (i) use the Software for any purpose other than in connection with Licensee's primary business or operations;
 - (ii) disassemble, de-compile, reverse engineer, defeat license encryption mechanisms, or translate any part of the Software,
 - (iii) attempt to reconstruct or discover the Source Code of the Software or to otherwise convert it into human readable code or to either permit or assist others in such activities;
 - (iv) modify or create derivative works of the Software;
 - (v) allow, directly or indirectly, the use of the Software by any party except to subcontractors, citizens, and Village contractors as permitted under this Agreement;
 - (vi) rent, lease, lend, or use the Software for timesharing or bureau use;
 - (vii) allow a third party to copy, access, or use the Software; or
 - (viii) take any actions that would cause the Software to become subject to any open source or quasi-open source license agreement. Licensee shall be wholly liable to CITYVIEW for any misuse of the Software and these restrictions are absolute except as and only to the extent that this Agreement may expressly permit CityView to do otherwise. Licensee requires a separate License for each environment into which the Software or any portion thereof is read in machine-readable form for operation on such Designated Computer System in a production environment. Each License permits the Licensee to use the Software in (1) any number of Test Environments, (2) any number of training environments and (3) on a back-up or disaster recovery system as required by Licensee's standard back-up and recovery procedures or as is required by legislation and regulation.
- (b) The Software and related materials supplied by CITYVIEW are protected by copyright and trademark laws. Title, ownership rights and intellectual property rights in the Software and related materials supplied by CITYVIEW remain with CITYVIEW. Use of the Software and related materials supplied by CITYVIEW is subject to the applicable copyright laws and the express rights and restrictions of this Agreement. Any rights not expressly granted herein are reserved. Licensee may not remove any copyright, trademark or other proprietary notices from the Software and related materials supplied by CITYVIEW and shall preserve such copyright, trademark or other proprietary notices on any authorized copies.

5. SUPPORT

In consideration of payment of the annual support and maintenance fee set out in Schedule "A" (the "Support and Maintenance Fees"), CITYVIEW will provide:

- (a) Priority response on support requests regarding the Software, as described in the CityView Service Level Agreement Attached as Schedule "C";
- (b) Remote diagnosis of operational issues related to the Software, provided that the Licensee has obtained, at its cost, the necessary software, hardware and instruction to allow CITYVIEW to provide such assistance.
- (c) Updates and related support services for the licensed Software at no extra charge except for magnetic media and courier costs, these updates to include minor changes, enhancements, improvements, and problem resolutions;

In consideration of the services set out above, the Licensee agrees to pay the Support and Maintenance Fees in accordance with the payment schedule set out in Schedule "A". For each of the first five years, the Support and Maintenance Fees for each Renewal Term will not increase by more than the CPI index for the prior year, or 3 percent, whichever is less. During either the Initial Term or during any Renewal Term, the Support and Maintenance fees may be further increased by CityView if new modules are added to and become subject to this Agreement as described in subsection 3(c) above, but only to reflect to the actual increased costs of the new modules. When the Support and Maintenance fee for new modules is added, it may be a pro rata amount for the duration of the then existing term; the yearly permitted increase shall be on an amount that is calculated as if the module's related Support and Maintenance fee was for the whole year term.

6. SOURCE CODE ESCROW AGREEMENT

In the event that Licensee wishes to have the source code to the Software deposited in an escrow account for Licensee's benefit, Licensee shall execute the Escrow Agreement attached hereto as Schedule "B". If executed, the Escrow Agreement shall govern the terms and conditions whereby Licensee could gain access to the Software source code for the purpose of maintaining and supporting the Software. Licensee shall be solely responsible for the costs associated with the Escrow Agreement.

The Licensee shall be a beneficiary under the escrow agreement between CITYVIEW and the escrow agent. The escrow agent shall inform Licensee under the terms of the escrow agreement by letter each time the Source Code has been updated by CITYVIEW. Licensee shall have the right to seek equitable relief, including specific performance and injunctive relief, against CITYVIEW to update the Source Code with the escrow agent. All fees associated with such action shall be payable in accordance with the decision of the court.

7. TERM & TERMINATION

- a) The license granted herein commences on the Effective Date of this Agreement and is for a duration of one (1) year (the "Initial Term"). The license granted herein shall renew automatically concurrently with the proper renewal of the support and maintenance terms in section 5 (each a

CityView

"Renewal Term"), failing which this Agreement shall automatically terminate. The Initial Term and each Renewal Term shall collectively be referred to as the "Term".

- b) This Agreement may be terminated by Licensee at any time by providing CityView with written notice only where the Licensee has terminated the Contractual Services Agreement in accordance with its terms. Otherwise, the Licensee may only terminate this Agreement prior to the completion of the services under the Contractual Services Agreement where the CityView has materially breached its obligations under this Agreement and failed to remedy such breach as permitted hereunder.
- c) CityView may terminate this Agreement immediately upon written notice to that effect where Licensee fails to comply with its obligations of confidentiality or violates or misappropriates any intellectual property or other proprietary right of CityView. CityView may terminate this Agreement for material breach if Licensee fails to comply with any material obligation under this Agreement, including without limitation, the obligations under section 4 of this Agreement, whereby CityView must notify the Licensee in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, the Licensee must correct the default at no additional cost to the CityView, or issue a written notice of its own disputing the alleged default, in either case within ten (10) days immediately following receipt of a Default Notice.
- d) If the Licensee fails to correct the default, or issue a notice disputing the alleged default, in either case within ten (10) days following receipt of the Default Notice, the CityView may terminate the whole of this Agreement including the grant of license to the Software and in such case the Licensee will be responsible for payment to the CityView of only that part of the fee earned by the CityView for that part of the Services performed in accordance with the Contractual Services Agreement, unless that agreement states otherwise, up to the time of communication of such notice of termination to the Licensee and the entire License Fee for all Software that was fully installed on the Designated Computer System. Once a dispute has been settled, to the extent that any issues still remain unresolved in the Default Notice, Licensee shall have ten (10) days to remedy such breach following the date of the settlement of the other issues.

8. CITYVIEW'S PROPRIETARY RIGHTS

The grant of the license herein contained permits the limited use of the Software by the Licensee. Title to and all intellectual property rights in and to the Software, its name, logo and computer stored data shall remain exclusively with CITYVIEW.

The Licensee hereby acknowledges that the Software and the Documentation is the property of CITYVIEW and that the Software constitutes a CITYVIEW trade secret, and agrees to exercise the same due care and diligence in safeguarding the SOFTWARE, the Documentation and CityView's proprietary interest as it takes to safeguard its own confidential or proprietary information and such care shall not be less than would be taken by a reasonable person to safeguard its own confidential or proprietary information.

The Licensee also acknowledges that any negligence or deliberate violation of this Agreement on its part which results in failure to protect CityView's proprietary interest in the Software shall actually and materially damage CITYVIEW.

In order to ensure compliance with the terms of this Agreement, CITYVIEW shall be entitled, upon reasonable notice to Licensee and subject to CityView's compliance with Licensee's reasonable security measures, to enter upon the Licensee's premises during normal business hours and require the Licensee to produce such information, records and documents as may be required to ascertain compliance.

CITYVIEW may revise or update the Software from time to time but shall have no obligation to provide such revision or update to the Licensee, unless the Licensee has paid in full the Annual Support and Maintenance fee.

9. LIMITED WARRANTY OF PERFORMANCE

CityView warrants to Licensee that:

- (a) the Software shall function as described in the user documentation accompanying the Software if the Software is properly used in accordance with CityView's instructions.
- (b) the Software (including Software updates) will be provided via electronic delivery.

The warranty above is void if the Licensee modifies the Software without the written consent of CityView. Examples of such modifications include, but are not limited to, the de-compiling and modifying of the source code, and tampering with the base set-up of the system.

The express warranties contained above are in lieu of all other representations, warranties and conditions, express or implied, whether arising by statute or otherwise in law or from a course of dealing, or usage of trade. Except as specifically provided above, to the greatest extent permitted by law, the Software is licensed "as is" and there are no warranties, representations or conditions, expressed or implied, written or oral, arising by statute, operation of law, course of dealing, usage of trade or otherwise, regarding them or any other product or service provided hereunder or in connection herewith. CityView expressly disclaims all other warranties in the Software, including, but not limited to the implied warranties of merchantability, merchantable quality, title or non-infringement or fitness for a particular purpose. The Licensee assumes sole responsibility for the selection of the Software to achieve the Licensee's intended results, use and results obtained from the Software. CityView assumes sole responsibility for the installation of the Software pursuant to the terms of the Contractual Services Agreement which is executed concurrently with this Agreement.

Licensee's recourse in the event the Software does not conform to the applicable documentation is the repair and replacement of the Software or terminate the Agreement upon event of default that occurs within 90 days after the go-live date. The Licensee agrees to allow CityView the opportunity to make repeated efforts within a reasonable time to correct programming errors or malfunctions as warranted in this Agreement.

10. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

In the event there is a third party claim against Licensee alleging that Licensee's use of the Software in accordance with this Agreement constitutes an infringement of a Canadian or United States patent, copyright, trade-mark or trade secret, CityView shall, at its expense, defend Licensee and pay any final judgment against Licensee or settlement agreed to by CityView on Licensee's behalf; provided that Licensee promptly notifies CityView of any such claim or proceeding and shall give CityView full and complete authority, information, and assistance to defend such claim or proceeding. This indemnity is only effective where (i) Licensee has not made any admissions or begun settlement negotiations either prior to or after providing notice to CityView of the applicable claim except with CityView's prior written consent, (ii) CityView shall have sole control of the defense of any claim or proceeding and all

CityView

negotiations for its compromise or settlement, and (iii) Licensee has not modified the Software in any manner whatsoever except with the prior written consent of CityView. Any breach by Licensee of its covenants under this section 10 shall nullify this indemnity but not the sole right of CityView to have full and complete authority of the defense to defend such claim or proceeding and of all negotiations related therewith. In the event that the Licensee's use of the Software is finally held to be infringing or CityView deems that it may be held to be infringing, Licensee agrees that the sole remedy available to it is that CityView shall, at CityView's election: (1) procure for the Licensee the right to continue use of the Application Software; or (2) modify or replace the Software so that it becomes non-infringing.

The foregoing states CityView's entire liability, and the Licensee's exclusive remedy, with respect to any claims of infringement of any copyright, patent, trade-mark, trade secret or other property interest rights relating to the Software, or any part thereof or use thereof. CityView's obligations under this Section 10 shall survive the termination and/or expiration of this Agreement.

Licensee may, at Licensee's sole cost and expense—which is outside the scope of this indemnity—retain counsel of its own choosing who shall be permitted to attend all settlement conferences and hearings or other court appearances (except where the court has specifically made an order against such attendance) related to the proceeding.

11. REMEDIES AND LIABILITY

- (a) The Licensee and the CITYVIEW recognize that circumstances may arise entitling the Licensee to damages for breach or other fault on the part of CITYVIEW arising from this Agreement. The parties agree that in all such circumstances the Licensee's remedies and CityView's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.
- (i) EXCEPT FOR DAMAGES ARISING OUT OF (a) CITYVIEW'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS OR (b) CITYVIEW'S INTENTIONAL MISREPRESENTATION, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, BOTH PARTIES AGREE THAT CITYVIEW'S LIABILITY (UNDER BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO THIS AGREEMENT AND THE CONTRACTUAL SERVICES AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE SIX HUNDRED THOUSAND DOLLARS.
 - (ii) IN ADDITION TO THE FOREGOING NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST REVENUE, LOSS OF DATA OR LOSS OF PROFITS, EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
 - (iii) CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, FUNDMENTAL BREACH OR TORT.
- (b) Where remedies are expressly afforded by this Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the Licensee for liabilities of CITYVIEW arising out of or in connection with this Agreement, notwithstanding any remedy otherwise available at law or in equity.

12. INJUNCTIVE RELIEF

The Licensee agrees that the breach of any term, provision or condition of this Agreement by the Licensee may cause irreparable damage to CITYVIEW in which case an award of damages may not be adequate relief to CITYVIEW. Therefore, the Licensee agrees that in addition to all the remedies available to CITYVIEW in the event of any breach of this Agreement by the Licensee, CITYVIEW shall have the right to obtain timely injunctive relief to protect its proprietary right.

13. GOVERNING LAW

The validity and interpretation of this Agreement and each clause and part thereof shall be governed by the law of the State of Illinois and any action or dispute related to this Agreement shall be conducted in Illinois without reference to principles of conflict of laws, to which both parties agree. Section 4 and Sections 8 through 18, and any other provisions of this Agreement which are required to ensure that the parties fully exercise their rights and obligations hereunder shall survive the termination or expiration of this Agreement. The Parties hereby waive the right to trial by jury in any action, proceeding or counterclaim filed by any party. This Agreement expressly excludes any applicable Uniform Commercial Code and the United Nations Convention on Contracts for the International Sale of Goods and any legislation implementing such Convention, if otherwise applicable.

14. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed on by the parties hereto with regard to the matters dealt with herein, and no understandings or agreements, verbal or otherwise, exist between the parties except as herein expressly set out. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both parties. Provisions of a Licensee purchase order or similar document are not applicable to the extent that they conflict with the terms of this Agreement. Under no circumstances shall the provisions of a purchase order supersede those of this Agreement. For further clarification, the parties agree that the Contractual Services Agreement being entered into between the parties concurrently with this Agreement is a separate agreement and is binding in its own right and upon its own terms.

15. RIGHT TO ASSIGN

Neither party shall be able to assign the agreement or interest(s) herein without written consent of the other party, said consent to not unreasonably be withheld except that CityView may assign its interest in the Agreement without consent to any successor entity (whether by way of merger, sale of assets, or otherwise) where that successor entity is bound by the terms of this Agreement.

CityView

16. SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

17. SEVERABILITY.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect. Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.

18. WAIVER.

No waiver of any default shall constitute a waiver of any other breach or default, whether of the same or any other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by other parties shall give the other any contractual right by custom, estoppel, or otherwise.

19. Intentionally left blank

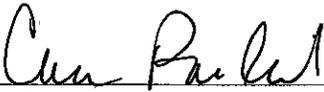
20. Allocation of Risk.

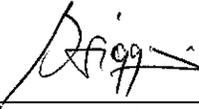
Licensee acknowledges that the limited warranties, disclaimers and limitations of liability contained in this Agreement are fundamental elements of the basis of bargain between Licensee and CityView and set forth an allocation of risk reflected in the fees and payments due hereunder.

IN WITNESS WHEREOF, Licensee and CITYVIEW have executed this Agreement to be effective on the Effective Date as evidenced by dual signature below.

VILLAGE OF OAK PARK

CITYVIEW


By: Cara Pavlicek
Its: Village Manager

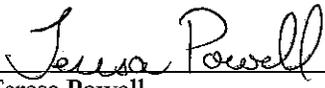

By: Sean Higgins
Its: Executive Vice President

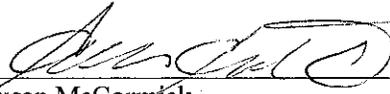
Date: 12/11/14

Date: 12/15/14

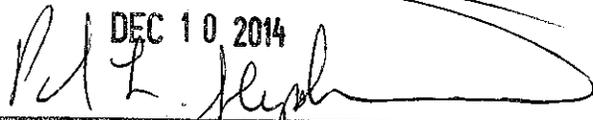
ATTEST

ATTEST


By: Teresa Powell
Its: Village Clerk


By: Susan McCormick
Its: Vice President, Business Operations

**REVIEWED AND APPROVED
AS TO FORM**


DEC 10 2014
LAW DEPARTMENT



Schedule B
CityView Escrow Services Agreement

CityView/Harris Computer Systems

Escrow Services Agreement

SERVICES AGREEMENT by and between CityView ("CityView"), a division of Harris Computer Systems Corporation, a Canadian Corporation and wholly owned subsidiary of Constellation Software, Inc., having offices at #4464 Markham St – Suite 2307, Victoria, BC, V8Z 7X8 and Village of Oak Park ("Customer"), having offices at 123 Madison Street, Oak Park, Illinois 60302, is made and entered into as of the 15th day of Month Dec, 2014.

PREAMBLE

WHEREAS:

- a) CityView owns or has the right to license certain Software ("Programs"); and
- b) CityView provides software escrow services ("Escrow Services") to its licensees and is willing to provide such services to Customer on the terms and conditions specified in this Agreement; and
- c) Customer has licensed the Software ("Programs") specified in the Contractual Services Agreement dated _____, 2014
- d) The initial Support and Maintenance period specified in the Contractual Services Agreement has not expired or the Customer has made timely renewal payments;

THEREFORE in consideration of the premises and of the mutual covenants herein set forth, the parties agree as follows:

PROGRAMS	ANNUAL FEES	UPDATE FEES
As specified in the Contractual Services Agreement	\$1,500	\$500

SECTION 1: CITYVIEW PROGRAMS

1.1 "Program" means the software application(s) set in the Contractual Services Agreement or otherwise made available by CityView or use by the Licensee as a part of this Agreement.

SECTION 2: ESCROW SERVICES

2.1 Term: Escrow Services will commence on the date of execution of this Agreement and will continue as long as the Customer is covered by Support and Maintenance pursuant to the Software License and Support Agreement and any Support and Maintenance Service Agreement entered into between the parties and so long as the Customer has paid the applicable Escrow Service Fees. Escrow Services will terminate automatically upon the termination of the Software License and Support Agreement or of an applicable Contractual Services Agreement, Service Agreement, or upon non-payment of Support and Maintenance fees or Escrow Services Fees.

2.2 Charges: The fee for the first delivery of the Escrow Materials will be the Annual Fee. Subsequently, the Annual Fee will be billed as a supplementary charge to the Support and Maintenance fees under the same payment terms. Should Customer request Escrow Materials outside the normal release update cycle, the Update Fee will apply.

2.3 Delivery of Escrow Materials: "Escrow Materials" is defined as a sealed package containing a copy of the Program's source code on CityView supported electronic medium in the format and system environment used by CityView and Customer in its own operation to generate object code, together with a copy of the existing systems documentation developed for the Programs and the specifications for the operating environment and software tools required to make effective use of the source materials. Escrow Materials will be shipped within ten (10) days of the initial payment of the Annual Fees to CityView's then current Escrow Agent, Jones Emery Hargreaves Swan, Suite 1212 - 1175 Douglas Street, Victoria, B.C., V8W 2E1. Subsequently, provided Customer has maintained payment of the Support and Maintenance fees and Escrow Services Annual Fees, the existing Escrow Materials will be exchanged for a replacement set comprising the then-current source and documentation and shall again be placed with CityView's then current Escrow Agent, such exchange occurring as soon as practical following the shipment of a new release of the Programs.

2.4 Access to Escrow Materials: Escrow Materials shall remain in a sealed package and shall be held, in trust, by CityView's Escrow Agent. Customer shall be entitled to verify with the Escrow Agent that the Escrow Materials (namely the sealed package containing the then current source code) have been placed with CityView's Escrow Agent. However, Customer shall not be entitled to access the Escrow Materials unless and until one of the following events occur:

- a) CityView is unwilling or unable to complete modifications to the programs which are required to allow Customer to comply with regulatory or legal requirements which are beyond the control of Customer; or
- b) CityView takes advantage of the insolvency laws of any jurisdiction; or
- c) CityView makes an assignment in bankruptcy or is adjudicated as bankrupt pursuant to section 7 of the United States Code; or
- d) CityView makes a general assignment for the benefit of its creditors; or



- e) CityView has a receiver, administrator or manager of its property, assets or undertakings appointed in such circumstances as would adversely affect the continuing use by Customer of the Software specified in the Contractual Services Agreement; or
- f) CityView is ordered by any Court of competent jurisdiction to be wound up; or
- g) CityView becomes insolvent; or
- h) CityView ceases doing business as a going concern.

2.5 Warranties of CityView: Provided Customer complies with the terms of the Software License and Support Agreement and all Supplements and Addendums thereto and pays the agreed Support and Maintenance fees, CityView will, to the extent that it is still supplying such services to other customers, warrant that the Escrow Materials and replacement Escrow Materials delivered under this Agreement will be complete, accurately reflect the most current version of the source code of the Programs used by Customer, incorporate all changes made to the Programs or the source code thereof from the previous time the Escrow Materials were delivered to CityView's Escrow Agent under this Agreement, and contain no passwords or other devices that would prevent or prohibit the use of the Escrow Materials at any time should an event in s.2(4) occur.

2.6 CityView's Intellectual Property: Customer acknowledges that the Escrow Materials are and shall remain solely CityView's property (tangible and intellectual). Customer furthermore acknowledges that any breach or violation of this Agreement would cause CityView irreparable harm and that legal remedies, in themselves, may not adequately remedy such breach or violation. CityView therefore shall be entitled to pursue, in addition to any legal remedy available to it, all equitable remedies (including injunctive relief and specific performance). Customer hereby warrants that it shall not attempt to access, except pursuant to the provisions of this Agreement, the Escrow Materials and replacement Escrow Materials delivered under this Agreement to CityView's Escrow Agent. Even in the event of access to the Escrow Materials by Customer pursuant to s.2(4), Customer acknowledges that it shall only be entitled to use the source code and documentation in the same manner in which Customer is permitted to use the object code of the Programs as specified in the License, with the additional license to modify the source code and convert it to executable object code. In particular, without restricting the generality of the foregoing, the release, modification, enhancement, or alteration of the Escrow Materials does not alter CityView's complete and sole ownership of all property rights in the Programs and Customer shall sign all written instruments to this effect if required by CityView or an agent acting on behalf of CityView. Customer furthermore acknowledges that any resultant modification or enhancement to the Escrow Materials shall become CityView's intellectual property and Customer shall sign all written instruments to this effect.

SECTION 3: PAYMENT

3.1 Excepting the initial invoice that is due upon execution of this Agreement, all fees shall be paid within thirty (30) days after receipt of the invoice. Customer shall pay all applicable shipping charges and taxes, exclusive of CityView's income and corporate franchise taxes. If any invoice is not paid within thirty (30) days, Customer shall pay a late payment charge of 1% per month on the unpaid amount, together with the amount of the original invoice. Customer shall reimburse CityView for all reasonable costs incurred (including reasonable attorneys' fees) in collecting past due amounts owed by Customer.

SECTION 4: TERMINATION AND DEFAULT

4.1 Termination: At Customer's option, this Agreement may be terminated by providing notice in writing to CityView at least thirty (30) days prior to an annual Escrow Services renewal date. Upon termination, CityView's Escrow Agent shall return all Escrow Materials to CityView and any and all rights enjoyed by Customer hereunder shall automatically and immediately terminate.

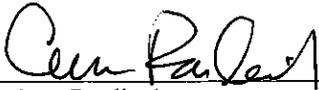
4.2 Remedy of Default: This Agreement may be terminated by either party if the other fails to perform or comply with any provision of this Agreement, provided that a party intending to terminate under this provision will provide written notice of the applicable default to the defaulting party, and termination based thereon will only be effected if the defaulting party fails to rectify the specified default within sixty (60) days after receipt of such notice. Upon the occurrence of an Event of Default by CityView and failure by CityView to remedy, if Customer elects not to terminate this Agreement, then the Customer shall be entitled to have access to the Escrow Materials currently in CityView's Escrow Agent's possession and the Escrow Materials will, subject to the provisions of s. 2(6) hereof, be released from the escrow restrictions forthwith.

SECTION 5: GENERAL PROVISIONS

- 5.1 Assignment: Neither party hereto shall be entitled to assign that party's rights and obligations under this Agreement without the express written agreement of the other party, such agreement not to be unreasonably withheld.
- 5.2 Severability: Any provision of this Agreement which is prohibited by law or is unenforceable will be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.
- 5.3 Enurement: This Agreement will enure to the benefit of and be binding upon the parties and their respective successors and assigns.
- 5.4 Modification: This Agreement may not be modified except in writing by an authorized signatory of each party.
- 5.5 Non-Solicitation: The parties agree that during the term of this Agreement, and for a period of two (2) years thereafter, they will not, without the express prior written consent, directly or indirectly, solicit any person for employment, who is currently employed by the other party. In addition, any person who has been previously employed by either party, shall be prohibited from servicing or providing consultation within the scope of work contemplated by this Agreement for a minimum of two (2) year after their current employment.
- 5.6 Marketing: Customer agrees that CityView may publicly refer to Customer orally and in writing as a client of CityView. Any other reference to Customer by CityView requires the written consent of Customer.
- 5.7 Notification: All notices under this Agreement shall be in writing and delivered by overnight delivery service or certified mail, return receipt requested, to the address specified above. Either party may change its address by providing notice in accordance with this Section.
- 5.8 Governing Law: The Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. This Agreement shall attorn to the jurisdiction of a competent court within a mutually agreed upon region in the State of Illinois.

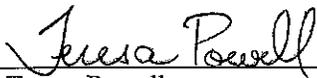
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date set forth above.

VILLAGE OF OAK PARK

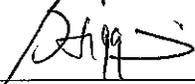

By: Cara Pavlicek
Its: Village Manager

Date: 12/11/14

ATTEST


By: Teresa Powell
Its: Village Clerk

CITYVIEW

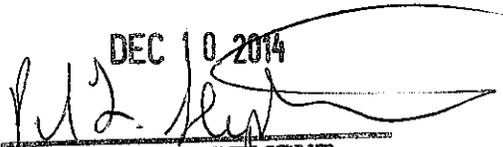

By: Sean Higgins
Its: Executive Vice President

Date: 12/15/14

ATTEST


By: Susan McCormick
Its: Vice President, Business Operations

REVIEWED AND APPROVED
AS TO FORM

DEC 10 2014

LAW DEPARTMENT



Schedule C CityView Service Level Agreement

The purpose of this Exhibit is to provide our customers with information on our standard coverage, the services which are included as part of your annual software support, a listing of call priorities, an outline of our escalation procedures and other important details.

CITYVIEW reserves the right to make modifications to this document as required; provided, however, CITYVIEW shall not reduce the scope of support provided hereunder without the prior consent of the Customer.

The Support includes the following:

Contract Term: 1 Year (renewable annually)

Support Channels: Web, Telephone or Email

Support Requests Allowed: Unlimited

Who Can Report: Up to five users named in your support agreement can submit support requests. These individuals must be trained in the use of CityView and constitute the first line of support for your organization.

Hours of Coverage: Coverage hours are 6:00 a.m. to 5:30 p.m. Pacific Standard Time from Monday through Friday, excluding CityView Technical Support observed holidays. (Only those statutory holidays that coincide between Canada and the United States are observed by CityView Technical Support.)

Accessing Support: The preferred method of opening a support incident is to enter the problem details through our online support system. Telephone support requests should be preceded by filing an electronic support request on our Web site, including a detailed problem description. Telephone support requests will be answered live during business days, though staff may be involved serving other customers. If your call is not answered live, we ask that you leave a message, including the support request tracking number you received from the electronic filing, your name and phone or pager number. Messages are typically responded to within two hours.

Auto Acknowledgement: We will send a computer-generated message that acknowledges receipt of the report that you filed electronically. This message will contain the details of your problem report as well as the support request tracking number. Whenever the status of your incident changes, a notification will automatically be sent to the individual that opened the call.

Request Response Time: A technical support engineer will respond to all requests within the time frames specified in Table 1. Business hours are 6:00 a.m. to 5:30 p.m. Pacific Standard Time from Monday through Friday, excluding CityView Technical Support observed holidays. Only those statutory holidays that coincide between Canada and the United States are observed by CityView Technical Support. We process requests in the order of their priority followed by order of submission.

What we will do if we don't hear back from you: If we don't hear back from you in ten business days, we will close your support request and mark it as "Closed / No response from customer."

Resolution of Bug-Related Requests: We will keep your request open and follow up when a fix is available in a production release. We will also contact you if we post an experimental build that will help with your problem.

What We Need to Help You

CityView wants to be as responsive as possible to your support needs. To accomplish this goal, the CityView customer support staff relies on your knowledge, self-sufficiency, and thoroughness during the troubleshooting process. You reap the benefits from this effort — it allows CityView to focus on the more difficult problems and make the product more robust. It also helps control the amount CityView charges for support.

- **Knowledge:** You should be experienced in the installation, operation, and maintenance of the hardware, desktop, and network operating systems, and applications in your environment before you install CityView.
- **Self-sufficiency:** We ask you to be as self-sufficient as possible when you encounter problems. You can do this by referring to technical documentation for your environment and by searching the CityView Web site to determine if your issue is addressed before you submit it to our customer support staff.
- **Complete information:** As with any troubleshooting process, accurate and timely resolution depends on information. When you request support, please fill in all relevant fields in the request form, provide a detailed problem description, and attach any appropriate log files. Unfortunately, when the request information is incomplete, it will take longer to resolve your issue.
- **Preparation:** If you call us for support, be prepared to provide the same level of information as is requested on the request submission form. You can help reduce the time to resolution by completing the online support request form and attaching files as directed. Then, simply provide us with the request number when you call. We ask that you have immediate access to the computer(s) on which CityView products are running.



How to Access Support

CityView offers several methods of accessing support described below. Please note that for Priority 1 (see Table 1) issues, customers are encouraged to submit their incident online and then follow up via CityView's toll-free phone number:

- **Web Support (preferred method)**

Our web portal, (<http://support.harriscomputer.com>), provides resources for customer self-service, and is comprised of an online searchable knowledgebase, downloadable updates, and a web-enabled CRM that allows users to log new support incidents and check the status of previously submitted incidents on a 24 x 7 basis.

- **Telephone Support**

Telephone technical support is available between the hours of 6:00 a.m. and 5:30 p.m. PST on regular business days. Customers can contact us toll-free at **1.866.988.8324**. CityView technical support will respond to telephone inquiries using the Service Level Agreement provided in Table 1 below.

- **Email Support**

Customers may request assistance from CityView technical support via email at CityViewsupport@harriscomputer.com. All email incident reports are logged into the CityView support CRM database and are addressed based upon the priority of the issues. The response time guidelines for support are provided in Table 1 below.

Feature Requests

If you come across an idea that you think might make a nice enhancement to CityView, your input is always welcome. Please submit your suggestions through regular support channels. Unless additional information is needed, you will not receive a personal response. Any suggestions for enhancements to CityView that you submit will become the property of CityView. CityView may use this information for any CityView business purposes, without restriction, including for product support and development. CityView will not use information in a form that personally identifies you.

Limitations

The following are not covered by CityView's Standard Support Agreement, but may be available as separate services on a time and materials basis:

- a) Services required due to misuse of CityView maintained software;
- b) Services required due to software corrections, customizations, or modifications not developed by CityView;
- c) Services required by the Customer to be performed by CityView outside of CityView's regular business hours;
- d) Services required to resolve or work-around problems that cannot be reproduced in CityView's support environment;
- e) Services which relate to tasks other than maintenance of the Customer's existing implementation and configuration of CityView, including but not limited to, enhancing or adapting CityView for specific operating environments;
- f) Services requested by the Customer to implement software updates provided by CityView.



Table 1. Service Level Agreement

Priority	Definition	Initial Response Time*	Commitment (CityView and Customer)	Examples
1 (High)	Operation/Service down or critically impacted. Business process impacted. No known workaround.	2 Hours	CityView and customer will commit necessary resources to fix problem or obtain a workaround.	<ul style="list-style-type: none"> • Users cannot login • Business process halted
2 (Medium)	Operation affected, but not down. Business process is not affected. Workaround may be available.	4 Hours	CityView and customer will commit resources during normal business hours to resolve issue or obtain workaround.	<ul style="list-style-type: none"> • Cannot print • Cannot process payments • Application response is exceptionally slow
3 (Normal)	Moderate to negligible impact. No impact to business.	24 Hours	CityView and customer will commit necessary resources during normal business hours to restore operation to satisfactory levels.	<ul style="list-style-type: none"> • Non critical feature not working • Feature works but requires user intervention
4 (Info.)	Request for information, documentation issues, and enhancement requests.	48 Hours	Request-dependent.	<ul style="list-style-type: none"> • Help file clarification • Form design not in production

* Response time targets are during business hours only.

Obtaining More Information

Information about our support programs may be obtained by contacting the CityView sales team at 1.800.665.5647, or via email at cityviewsales@harriscomputer.com.

EEO REPORT

Please fill out this form completely. Failure to respond truthfully to any questions on this form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this proposal. An incomplete form will disqualify your proposal. For assistance in completing this form, contact the Purchasing Department at 708-358-5473.

An EEO-1 Report may be submitted in lieu of this report

Consultant Name CityView, an unincorporated division of N. Harris Computer Corp

Total Employees 34

Job Categories	Total Employees	Total Males	Total Females	Males					Females			Total Minorities	
				Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander		
Officials & Managers	4	3	1										
Professionals	19	12	7				1						1
Technicians	5	5	0										
Sales Workers	4	2	2										
Office & Clerical	2	1	1										
Semi-Skilled													
Laborers													
Service Workers													
TOTAL	34	23	11	0	0	0	1	0	0	0	0	0	1
Management Trainees													
Apprentices													

This completed and notarized report must accompany your Proposal. It should be attached to your Affidavit of Compliance. Failure to include it with your Proposal will be disqualify you from consideration.

Sean Higgins being first duly sworn, deposes and says that he/she is the Executive Vice President

(Name of Person Making Affidavit) CityView and that the above EEO Report information is true and accurate and is submitted with the intent that it

be relied upon. Subscribed and sworn to before me this 12th day of December, 2014.

Ann L. Elbert
(Signature)

12/12/14
(Date)

ANN L. ELBERT
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Louis County
My Commission Expires: August 10, 2015
Commission Number: 11386852

M/W/DBE STATUS AND EEO REPORT

1. Consultant Name: CityView, an unincorporated division of N. Harris Computer Corporation

2. Check here if your firm is:

- Minority Business Enterprise (MBE) (A firm that is at least 51% owned, managed and controlled by a Minority.)
- Women's Business Enterprise (WBE) (A firm that is at least 51% owned, managed and controlled by a Woman.)
- Owned by a person with a disability (DBE) (A firm that is at least 51% owned

Failure to respond truthfully to any questions on this form, failure to complete the form or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Bid. For assistance in completing this form, contact the Department of Public Works at 708-358-5700.

- by a person with a disability)
- None of the above

[Submit copies of any W/W/DBE certifications]

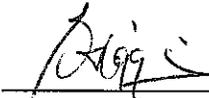
3. What is the size of the firm's current stable work force?

2155 (Harris) Number of full-time employees

45 (Harris) Number of part-time employees

4. Similar information will be requested of all subConsultants working on this agreement. Forms will be furnished to the lowest responsible Consultant with the notice of agreement award, and these forms must be completed and submitted to the Village before the execution of the agreement by the Village. Not Applicable

Signature: _____



Sean Higgins, Executive Vice President - CityView

Date: _____

DECEMBER 12, 2014

Employment Policies and Guidelines

Employee Relations

Harris is committed to addressing work-related issues through direct informational exchanges between employees and supervisors. Employees should first discuss any issues with their immediate supervisor. Supervisors will make a good faith effort to resolve any problems. If an employee feels the issue hasn't been satisfactorily resolved, or an employee does not feel comfortable talking to his or her immediate supervisor, the next level supervisor should be contacted for a response to the problem. If the response is still unsatisfactory, concerns may be presented to Human Resources or a member of the Executive Team. The matter may be resolved at any step of the procedure. However, it is very important for employees to attempt to resolve problems with their supervisor. Good, open communication facilitates an environment of working together to accomplish mutual goals and objectives.

Equal Employment Opportunity

Harris is firmly committed to a policy of equal employment opportunity for all qualified persons without regard to race, ancestry, place of origin, color, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicap or any other protected category under local, provincial or federal law. This includes personnel actions such as recruitment, promotions, transfers, rates of pay, training and terminations.

Management monitors this program regularly to assure that employees are consistently treated with courtesy and consideration and that opportunities for advancement are free from any form of discrimination.

If an employee has any complaint of discrimination or harassment in violation of the Company's Employment Equity Program, he or she should discuss the complaint with their supervisor, the Human Resource Coordinator or a member of the Executive Team. All complaints will be treated confidentially and will be thoroughly investigated. No employee will be retaliated against as a result of bringing valid information of such treatment to the attention of management. Any employee found to have violated the Employment Equity Program will be subject to appropriate disciplinary action, up to and including termination of employment without further notice or obligation.

Employment Records

Personnel files are a record of facts about employees and their jobs at Harris. Records of events including promotions, transfers, special assignments and other changes are documented. Tardiness, absenteeism and work problems are also noted. If an employee has any change in personal data, including a change of dependants or beneficiary with respect to any benefit plans or the personnel file needs updating due to a recent life event such as a birth of a child or change in marital status, please notify the Human Resource Coordinator as soon as possible. Employees are encouraged to submit information about community and other outside honors received. Harris is interested in our employee's outside achievements and want to know about them.

For each person employed by Harris, pertinent information is collected and retained in the Human Resources Department. Harris recognizes its responsibility for safeguarding this information. Employee records will be kept in locked files. All personnel information is considered confidential and subject to release only to personnel directly involved in functions

1. The Vendor's Responsibilities for Costs and Expenses. Except as otherwise expressly stated herein, the Vendor shall be solely responsible for all costs and expenses incurred relative to the Vendor, personnel of the Vendor in connection with the performance of the Services, including, without limitation, payment of salaries, fringe benefits contributions, payroll taxes, withholding taxes and other taxes or levies, office overhead expense, telephone and other telecommunication expenses, and document reproduction expenses. The Vendor will not utilize sub-vendors to perform the services associated with this agreement.
2. Independent Contractor. The Services shall be performed by Vendor and will not utilize sub-vendors. . Vendor shall determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Vendor represents that it possesses the professional and technical personnel required to perform the Services. The Village retains Vendor on an independent contractor basis and not as an employee of the Village. Vendor retains the right to perform similar or different services for others during the term of this Agreement. The personnel performing the Services on behalf of the Vendor shall at all times be under the Vendor's exclusive direction and control. The Vendor shall pay all expenses, including, without limitation, all wages, salaries, fringe benefit contributions, payroll taxes, withholding taxes, other taxes or levies and all other amounts due such personnel for the Services or due others as a result of the performance by such personnel of the Services. Vendor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to, all reports for social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.
3. Vendor's Project Manager. The Vendor shall designate and assign a project manager ("Project Manager"), who shall coordinate all phases of the Services and act as the Vendor's representative for performance of this Agreement. The Project Manager shall have full authority to represent and act on behalf of the Vendor for all purposes under this Agreement, and shall be available to the Village at all reasonable times. The Project Manager shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures employed by Vendor's personnel, as well as the satisfactory coordination of all portions of the Services under this Agreement. The Vendor will allow the Village to interview and approve the assigned Project Manager. The Vendor will allow the Village to request and make recommendations to replace the assigned Project Manager.
4. Time of Performance. Vendor shall complete the Services to be performed by Vendor under and pursuant to this Agreement by June 15, 2015. This completion date may be modified by mutual written agreement as a result of the fine tuning of the plan during the first two months after project start, as well as through the change order process as defined in Schedule "D". Vendor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with any schedule of services mutually acceptable to the Parties.
5. Software License and Support Agreement. The vendor will provide the software licenses identified in Schedule "A" for the Village's use as governed by its Software License and Support Agreement, a copy of which is attached as Schedule "B".
6. Conformance to Applicable Requirements. All aspects of the provision of the Services by Vendor 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.
7. Insurance. Vendor shall, at Vendor'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 7. Vendor shall furnish a certificate of insurance to the Village before starting work reflecting the insurance requirements set forth herein. All insurance policies, except professional liability insurance and worker's compensation insurance, shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of at least A-VII, according to the latest edition of the Best's Key Rating Guide, and shall include a provision wherein cancellation of the insurance policy by the insurance provider will have the insurance provider endeavor to provide notice thereof with thirty (30) days' prior written notice to the Village. The Vendor shall require any of its subcontractors to secure and maintain insurance as set forth in this Section. The Vendor shall provide thirty (30) days' notice in the event that the applicable insurance policies listed

below are cancelled and which policies are not replaced with equivalent coverage that meets the requirements listed in this section.

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:

- a. General Aggregate: \$2,000,000.00
- b. Each Occurrence: \$1,000,000.00
- c. Personal Injury: \$1,000,000.00

iii. Coverage for all claims arising out of the Proposer's operations or premises, anyone directly or indirectly employed by the Proposer.

B. Professional Liability:

i. Per Claim/Aggregate: \$2,000,000.00

ii. Coverage for all claims arising out of the Vendor's operations or premises, anyone directly or indirectly employed by the Vendor, and the Vendor's obligations under the indemnification provisions of this Agreement to the extent same are covered.

C. Worker's Compensation:

i. Worker's 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 perform work pursuant to this Agreement, and in case work is subcontracted, the Vendor shall require each subcontractor similarly to provide worker's compensation Insurance. In case employees engaged in hazardous work under this Agreement are not protected under said worker's compensation insurance, the Vendor 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 non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.

ii. Limits:

- a. Per claim: \$1,000,000.00

E. Umbrella:

i. Limits:

- a. Each Occurrence/Aggregate: \$2,000,000.00

F. The Village, its officers, employees, agents and volunteers shall be named as additional insureds on only the Commercial General Liability policy and the Automobile policy. The Vendor 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 the Village, its officers, employees, agents, and volunteers.

The Vendor understands and agrees that, except as to Professional Liability, any insurance protection required by this Agreement or otherwise provided by the Proposer, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village, its officers, employees, agents and volunteers to the extent that this Agreement creates such obligations.

8. Prohibition Against Transfers The Vendor shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, without the prior written consent of the Village, such consent not to be unreasonably withheld, except that the Vendor 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.
 9. Progress. The Vendor is responsible to keep the Village Project Manager and/or his or her duly authorized designee informed on a regular basis regarding the project status updates and progress of the Services, activities performed and planned, and any meetings that have been scheduled or are desired relative to the Services 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 the Village at a minimum on a bi-weekly basis unless requested by the Village on a weekly basis.
 10. Confidentiality. 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:
 - (i) to maintain this information in confidence;
 - (ii) not to use this information other than in the course of this Agreement;
 - (iii) not to disclose or release such information except on a need to know only basis;
 - (iv) not to disclose or release such information to any third person without the prior written consent of the disclosing party, except for authorized employees or agents of the receiving party; and
 - (v) 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.
- All report materials, either created by or provided to Vendor in connection with the performance of this Agreement, shall be held confidential by Vendor. Such materials shall not, without the prior written consent of Village, be used by Vendor for any purposes other than the performance 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.
11. No Set Hours/Right to Contract. The Vendor's obligation hereunder is to complete the Services in accordance with this Agreement and to meet any deadlines established pursuant to this Agreement. The Vendor shall coordinate with the Village in achieving the results and meeting the requirements established pursuant to this Agreement.
 12. Ownership of Documents. Reports, information, observations, calculations, notes and any other reports, documents, data or information, in any form, prepared, collected, or received by Vendor in connection with any or all of the Services to be provided pursuant to this Agreement ("Documents") shall be and remain the property of the Village upon completion of the Project and payment to Vendor all amounts due under this Agreement. At the Village's request, or upon termination of this Agreement, the Documents shall be delivered promptly to the Village. Vendor shall have the right to retain copies of the Documents for its files. Vendor shall maintain files of all Documents unless the Village shall consent in writing to the destruction of the Documents, as required herein.

13. Accounting Records. Vendor's documents, books 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. Vendor shall give notice to the Village of any documents, books and records intended for disposal or destruction and the intended date after said period, which shall be at least 90 days after the effective date of such notice of disposal or destruction, except that once the three (3) year requirement has expired and where such documents, books and records are no longer required by Vendor for any tax related reasons, Vendor is not required to give notice to Village of the intended disposal or destruction of such documents, books and records. The Village shall have 90 days after receipt of any such notice to given notice to Vendor not to dispose of or destroy said documents, books and records and to require Consultant to deliver same to the Village, at the Village's expense. Vendor's and any subvendors 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 documents, books, and records to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement. This Agreement and all documents, books, and records related to this Agreement shall be available for review, inspection and audit by the Village upon three (3) business days prior notice, and Vendor shall cooperate fully with any audit conducted by the Village and to provide full access to all materials. Failure to maintain the documents, books and records required by this Section shall establish a presumption in favor of the Village for recovery of any funds paid by the Village under the Agreement for which adequate documents, books, and records are not available to support their disbursement.
14. Safety. Vendor shall execute and maintain its Services so as to avoid injury or damage to any person or property. In carrying out its Services, the Vendor shall at all times be in compliance with all applicable local, state of Illinois, and United States laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.
15. Illinois Freedom of Information Act. Vendor shall furnish all records related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after the Village issues notice of such request to Vendor. Vendor shall not apply any costs or charge any fees to the Village regarding the procurement of records required pursuant to a FOIA request. Vendor shall defend, indemnify, and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees, and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Vendor's actual or alleged violation of the FOIA, or Vendor's failure to furnish all documentation related to a request within five (5) days after the Village issues notice of a request. Furthermore, should Vendor request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Vendor agrees to pay all costs connected therewith (such as reasonable attorney's 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. Vendor shall defend, indemnify, and hold harmless the Village, 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 Vendor's request to utilize a lawful exemption to the Village.
16. Compliance with Applicable Laws. Vendor 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.*

SECTION III RESPONSIBILITIES OF THE VILLAGE

1. Cooperation. The Village shall cooperate with the Vendor relative to the provisions of those Services for which the Vendor is responsible. To the extent permitted by applicable law, the Village shall provide criteria and information in its possession, or reasonably obtainable by it, as requested by Vendor, and shall make that information and related data available for Vendor's use during the performance of this Agreement. The Village shall render decisions required by this Agreement within the time indicated, or if not specifically stated, with reasonable promptness so as not to unduly delay the progress of Vendor's Services.
2. Village's Project Manager and Project Staff. The Village shall designate and assign a Village project manager ("Village Project Manager") who shall have full authority to represent and act on behalf of the Village for all purposes under this Agreement. The Village Project Manager, or his/her designee, shall be the principal officer of the Village for liaison with the Vendor, and shall review and give approval to the details of the Services as they are performed, in particular, but not exhaustively, Project Plan, Scope of Work, Acceptance Plans, Statements of Completion, Change Order Requests as they may be required during project implementation. In addition, the Village Project Manager shall ensure proper and timely availability of all Village personnel required by the Vendor for successful completion of project tasks, in particular, but not exhaustively, Business and Systems Analysts, IT staff, Subject Matter Experts, Users. The Village designates Tammie Grossman, Director Development Customer Services to be its Project Manager, but reserves the right to appoint another person as Village Project Manager upon written notice to the Vendor. Any change to project plan shall be dealt with through the Change Order Management process detailed in Section XI of Schedule D.
3. Project Plan. The Village and CityView shall be responsible for meeting specific milestones and providing specific deliverables that will be defined in the project plan to be mutually agreed to by the Parties in writing (the "Project Plan"). In addition, the Village and CityView covenants to meet any turnaround or review times specified and mutually agreed to by both parties in the Project Plan. Should the Village fail to meet the agreed milestones or to provide the agreed deliverables or to meet the specified turnaround or review times, the Vendor will inform the Village of the consequences thereof and reserves the right to modify the project plan accordingly. Should CityView fail to meet the agreed milestones or to provide the agreed deliverables or to meet the specified turnaround or review times, the Vendor will modify the project plan accordingly at no additional charge to the Village. Following any fine tuning of the Project Plan during the first two months after project start, the Project Plan shall be agreed upon and signed by authorized representatives of each of the Parties, shall be attached to this Agreement as Schedule "D" and shall be deemed to form part of this Agreement
4. Formal completion statement. No later than thirty days past "go-live" of the software solution, the Village shall provide the Vendor with a written statement of completion certifying that the solution has been implemented successfully (the "Statement of Completion"). In case of a partial "go-live" this shall refer to the part of the solution that has gone live.
5. Applicable Taxes and Exemptions. The Village shall be responsible for any sales tax due on fees associated with this Agreement. If the Village is exempt from sales tax on fees associated with the Services to be provided by Vendor under this Agreement an exempt certificate will be provided to the Vendor prior to the execution of this Agreement.

6. Allowance for Suspension or Delay due to Village. In the event that the Village 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 III then the following shall apply: any applicable delivery schedule shall be extended by a period of time equal to the time lost because of any such delay. The due date for any deliverable that is dependent on such performance by the Village shall be deemed adjusted equitably to allow for the effect of such delay on Vendor's ability to supply or perform such deliverable.

SECTION IV

COMPENSATION

1. Compensation. In consideration of the performance by Vendor of the Services, the Village shall pay to the Vendor compensation at the rates set forth in Schedule "A" attached hereto and incorporated herein by reference. Total compensation under this Agreement shall not exceed \$417,631 (plus travel and Annual Maintenance fees) without written approval of the Village.
2. Extra Service. The Vendor shall not receive additional compensation for any extra service unless such extra service has been authorized in writing by the Village prior to the commencement of the extra service, provided that the Change Order Management procedures in Schedule D have been followed. Any changes to the total compensation shall require the Village's approval and further agreement between the parties. The Village shall pay the Vendor for extra service in accordance with the Vendor's then current services rates. As used herein, "Extra Service" means any work which is determined by Village to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement or for which initial assumptions driving estimated efforts are no longer valid.
3. Payment of Compensation. The Vendor shall submit invoices to the Village in accordance with the payments milestones specified in Schedule A. The Village shall make payments to the Vendor thirty (30) days following the date of receipt of the invoice, unless the Village disputes the amount of the compensation the Vendor claims it is owed under this Agreement. Any disputed amount shall be handled as discussed herein.
4. Reimbursements. The Village shall reimburse the Vendor for its direct expenses, including, but not limited to, all reasonable travel and accommodation costs, meal expenses of not more than \$55.00 per diem for week days and \$110.00 per diem for weekend days (no receipts provided), and all other reasonable expenses incurred in the performance of the Consultant's duties pursuant to the budget for "travel and expenses" described in Schedule "A" attached hereto. Reimbursement for expenses beyond the "travel and expenses" line item in Schedule "A" shall occur only if such additional expenses are agreed upon in writing by the Parties. Flight costs will be for economy (coach) class fares. Vendor employees will lodge at hotels in the mid-price range in Oak Park or as recommended by the Village.
5. Mediation. Intentionally left blank
6. Withholding of Payments for Vendor Event of Default. Notwithstanding any other provision of this Agreement and without prejudice to any of the Village's rights or remedies, the Village shall have the right to withhold from payment an amount as may reasonably be considered to be direct damages suffered by the Village for any Event of Default by the Vendor as defined herein; the right to withhold such amounts must be made and communicated to Vendor within fifteen (15) days of the Event of Default. For the purposes this Agreement, all amounts withheld under this section shall be considered to be and included in any computation of direct damages for the purposes of Section V. Where the Village is not able to substantiate the value of direct damages suffered by the Village in relation to the applicable Event of Default – as determined by Vendor in a commercially reasonable manner - within sixty (60) days of the date on which the Village provided notice of its withholding of such funds, the Village shall immediately pay to Vendor all amounts withheld in relation to the applicable Event of Default.

7. Completion of Services. Vendor's services shall be considered complete on the date of the Village'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 the contract become due on issuance of the Completion Statement. The acceptance by Vendor of Final Payment with respect to the Services shall operate as a full and complete release of the Village of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Vendor for anything done, furnished for, arising out of, relating to, or in connection with the services for the Project, except for such claims as Vendor reserved in writing at the time of submitting its invoice for final payment.

SECTION V REMEDIES, INDEMNIFICATION AND LIABILITIES

1. Remedies and Liability.

The Village and the Vendor recognize that circumstances may arise entitling the Village to damages for breach or other fault on the part of the Vendor arising from this Agreement. The parties agree that in all such circumstances the Village's remedies and the Vendor's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.

(1) EXCEPT FOR DAMAGES ARISING OUT OF (a) INJURY OR DAMAGE TO PEOPLE, REAL OR TANGIBLE PROPERTY OR (b) THE VENDOR'S INTENTIONAL MISREPRESENTATION, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, BOTH PARTIES AGREE THAT THE VENDOR'S LIABILITY (UNDER BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO THIS AGREEMENT AND THE LICENSE AND SUPPORT AGREEMENT SHALL NOT EXCEED IN THE AGREGATE SIX-HUNDRED THOUSAND DOLLARS.

(2) IN ADDITION TO THE FOREGOING NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST REVENUE, LOSS OF DATA OR LOSS OF PROFITS, EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

(3) CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, FUNDAMENTAL BREACH OR TORT.

2. Intent. The parties hereby confirm that the waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability, and exclusive remedy provisions expressed throughout this Agreement shall apply even in the event of default, negligence (in whole or in part), strict liability or breach of contract of the person released or whose liability is waived, disclaimed, limited, apportioned or fixed by such remedy provision, and shall extend to such person's affiliates and to its shareholders, directors, officers, employees and affiliates.
3. Remedies. Where remedies are expressly afforded by this Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the Village for liabilities of the Vendor arising out of or in connection with this Agreement, notwithstanding any remedy otherwise available at law or in equity.

4. Indemnification. Subject to section V subsection 1 above, the Vendor shall, without regard to the availability or unavailability of any insurance, either of the Village or Vendor, indemnify, save harmless, and defend the Village against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including reasonable attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Vendor's performance of, or failure to perform, the services for the Project or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Vendor, but only to the extent caused by Vendor's negligence or its subvendors or their respective employees. Vendor 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 Vendor's, or its subvendors', performance of, or failure to perform, the services required pursuant to this Agreement or any part thereof.

SECTION VI EXPIRATION AND TERMINATION

1. Events of Default.

Each of the following events shall constitute an "Event of Default":

- A. The Vendor shall fail to observe, perform or comply with any material term, covenant, agreement or condition of this Agreement which is to be observed, performed or complied with by the Vendor, if such failure continues uncured for thirty (30) calendar days after the Village gives the Vendor written notice of the failure and the specific nature of such failure.
- B. The Vendor shall commit any fraud, misrepresentation, breach of fiduciary duty, willful misconduct, or intentional breach of any material provision of this Agreement.
- C. The Vendor is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the Vendor's insolvency.
- D. The Vendor undergoes a change in control which adversely effects the Vendor's ability to satisfy some or all of its obligations under the Agreement in the discretion of the Village (except that no internal re-organization of the Vendor with an affiliated company shall be deemed a change in control);
- E. If the Vendor assigns this Agreement without consent of the Village (except that this subsection shall not apply to an assignment by the Vendor to an affiliated company where the affiliated company assumes all of the rights and obligations under the terms of this Agreement).
- F. The Vendor is solely responsible for material delays in the provision of the Services that ultimately results in the Vendor not achieving Go-Live on the date set forth herein, and such failure shall only be an Event of Default where no other party (including Village) and/or no force majeure event is partially responsible for the failure to achieve Go-Live on the date set forth herein.

2. Termination Upon Event of Default. In addition to any other available legal or equitable rights or remedies, upon an Event of Default by the Vendor, the Village shall have the right to terminate this Agreement upon written notice to the Vendor.

3. Expiration. Unless extended as provided for herein, this Agreement shall naturally expire on receipt of the Completion Statement from the Village. The expiration of this Agreement under this term shall neither affect nor require the termination of the License and Support Agreement.

4. Payment Upon Termination. Upon a termination of this Agreement, the Village shall pay to the Vendor the part of the Compensation which would otherwise be payable to the Vendor with respect to the Services

which had been adequately completed as of the date of termination, less the amount of all previous payments with respect to the Compensation.

5. Termination by Vendor. The Vendor may terminate this Agreement only upon the breach by the Village of a material provision of this Agreement, such as the Village withholding payment for more than 60 days beyond a due date except as provided herein.
6. Termination for Convenience. This Agreement may be terminated for any reason upon giving thirty (30) days advanced written notice to the other party. The Village may terminate this Agreement, in whole or in part, for its convenience. No such termination may be effected unless the terminating party gives the other party (1) not less than thirty (30) calendar days written notice of its intent to terminate, and (2) an opportunity for a meeting with the terminating party before termination. In the event of termination of the Agreement, there shall be no further obligation on the part of the Village to the Vendor except for payment of sums due and owing for expenses and work incurred by the Vendor prior to the effective date of termination.
7. Other Remedies. Upon an Event of Default as set forth above, then the Village shall have the right, at its election and without prejudice to any other remedies provided by law or equity or this Agreement but still subject to section V, to pursue any one or more of the following remedies:
 - A. The Village 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 performed prior to the effective date of termination not directly related to event of default;
 - B. The Village may recover any direct damages suffered by the Village as a result of Vendor's Event of Default as determined by a court of competent jurisdiction.

SECTION VII GENERAL PROVISIONS

1. Nondiscrimination by the Vendor. The Vendor represents and agrees that the Vendor, its affiliates, subsidiaries, or holding companies do not and will not discriminate against any subcontractor, Vendor, employee, or applicant for employment because of race, religion, color, sex, handicap, national origin or any other protected classification under local, state of Illinois, or United States law. Such nondiscrimination shall include, but not be limited to, the following: employment, upgrading, demotion, transfers, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. Rights to Employ Other Vendors. The Village reserves the right to employ other Vendors in connection with this Project.
3. Conflicts of Interest; Prohibited Interests.
 - A. Vendor maintains and warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Vendor, to solicit or secure this Agreement. Further, Vendor warrants that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Vendor, 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, Village shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of Village, during the term of his or her service with Village, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
4. Subcontracting. The Vendor shall not subcontract any portion of the Services except as expressly stated herein, without prior written consent of the Village. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

11. Entire Agreement. This Agreement contains the entire agreement of the Village and the Vendor, and supersedes any prior or contemporaneous written statements or agreements between the Village and the Vendor. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by both Parties. Provisions of a Village purchase order or similar document are not applicable to the extent that they conflict with the terms of this Agreement. Under no circumstances shall the provisions of a purchase order supersede those of this Agreement. For further clarification, the parties agree that the Software License and Support Agreement being entered into between the parties concurrently with this Agreement is a separate agreement and is binding in its own right and upon its own terms.
12. Binding on Assigns. Each and all of the covenants and conditions of this Agreement shall be binding on, and shall inure to, the benefit of the successors and assigns of the respective parties.
13. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.
14. Captions. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, content or intent of this Agreement.
15. Construction. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language in all parts of this Agreement shall be construed simply, according to its fair meaning and not strictly for or against any party.
16. Cooperation/Further Acts. The Parties shall fully cooperate with one another in attaining the purposes of this Agreement. In connection therewith, the Parties shall take any additional further acts and steps and sign any additional documents as may be necessary, appropriate and convenient to attain the purposes of this Agreement.
17. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
18. Incorporation of Recitals, Schedules and Exhibits.
 - A. The "Recitals" constitute a material part hereof, and are hereby incorporated into the Agreement by reference as though fully set forth herein.
 - B. The "Schedules" and "Exhibits" constitute a material part hereof, and are hereby incorporated into the Agreement by reference as though fully set forth herein.
 - C. The following are the Schedules to this Agreement:
 - Schedule "A" – Payment Milestones, Project Deliverables and Optional Pricing for Additional Software
 - Schedule "B" – CityView Software License and Support Agreement
 - Schedule "C" – CityView Service Level Agreement
 - Schedule "D" – Statement of Work
 - Schedule "E" – CityView BAFO (Best and Final Offer) Response
 - Schedule "F" – CityView Proposal Response
 - Schedule "G" – Village Request for Proposal
 - Schedule "H" – Equal Employment Opportunity
19. Allocation of Risk. Village acknowledges that the limited warranties, disclaimers and limitations of liability contained in this Agreement are fundamental elements of the basis of bargain between Village and Vendor and set forth an allocation of risk reflected in the fees and payments due hereunder.

20. Conflict Between Documents. The following Schedules are provided solely for reference purposes and do not form part of this Agreement despite section 18 above: "B" and "C". In case of a conflict between provisions of this Agreement and any of the Schedules; and in the case of any conflict between the Schedules - this Agreement shall prevail and thereafter each earlier lettered Schedule shall prevail over a later lettered Schedule to give substantive meaning to the provision in the prevailing document.
21. No Collusion. Vendor hereby represents and certifies that Vendor 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 Vendor 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.* Vendor hereby represents that the only persons, firms, or corporations interested in this Agreement are those disclosed to the Village 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 Vendor has in procuring this Agreement, colluded with any other person, firm, or corporation, then Vendor shall be liable to the Village for all loss or damage that the Village may suffer thereby, and this Agreement shall, at the Village's option, be null and void and subject to termination by the Village.
22. Effective Date. As used in this Agreement, the Effective Date of this Agreement shall be the date that the Village Manager for the Village of Oak Park executes this Agreement as set forth below.
23. Equal Opportunity Employer. Vendor is an equal opportunity employer and the requirements of 44 Ill. Adm. Code 750 Schedule H are incorporated herein.

CityView

Schedule A
Software & Maintenance Fees, Payment Milestones and Deliverables

Software & Licensing:	Quantity	Price	Payment Terms
Application Software - CityView PreBuilts:			CityView Software: 50% Invoiced upon execution of the contract, due in 30 days. Remaining 50% will be invoiced upon first remote software installation, due in 30 days.
CityView Desktop Reporter	1	Included	
CityView Hearings	1	Included	
CityView Property Information	1	Included	
CityView Permits & Inspections	1	\$ 8,500	
CityView Planning	1	\$ 8,500	
CityView (Business) Licensing	1	\$ 8,500	
CityView Code Enforcement	1	\$ 8,500	
CityView Electronic Plans Review	1	\$ 20,000	
CityView Cashiering	1	\$ 5,000	
CityView Portal	1	\$15,000	Bluebeam Revu Software: Invoiced on execution of contract and due net 30 days.
User Software:			
Concurrent Read/Write User Licenses	50	\$100,000	
CityView Mobile (Permit Inspections)	10	\$ 5,250	
CityView Mobile (Code Enforcement Inspections)	20	\$ 8,750	
Bluebeam Revu eXtreme	9	\$ 2,601	
Server Software:			
CityView Server (required)	1	\$ 7,500	
CityView GIS/mapping Extension	1	\$ 5,000	
CityView Application Builder	1	\$ 7,500	
CityView MS Outlook Add-in	1	\$ 3,500	
CityView MS Exchange Extension	1	\$ 3,500	
CityView will: <ul style="list-style-type: none"> • Set up as a client on FTP, WIKI & Support sites • Provide documentation to download the latest version of CityView off the FTP and/or WIKI site • Send the licensing key for CityView Licenses • Provide documentation to download the PreBuilts from the FTP and/or WIKI site • Provide Bluebeam installation keys 			
Subtotal Licensing		\$217,601	
Software license discounts (aggregate)		(\$63,000)	
Total Licensing		\$154,601	

CityView

Annual Software Maintenance	Deliverables	Payment Information	Payment Terms
Mandatory Annual Software Maintenance	Provides: <ul style="list-style-type: none"> • All major and minor software upgrades • Unlimited technical support; • Unlimited access to the CityView FTP site • Unlimited access to the CityView WIKI Knowledgeshare • Ongoing support for in-scope interfaces, detailed in Schedule "D" 	\$49,962	Due on Go Live and annually on the anniversary of the go-live date
Annual Software Maintenance for Bluebeam Revu	Provides: <ul style="list-style-type: none"> • All major and minor software upgrades • Unlimited technical support (CityView is first line of user support) 	\$289	Invoiced on contract execution and due net 30 days and annually on the anniversary date of execution
Total Software Maintenance		\$50,251	

Schedule A
Payment Milestones, Project Deliverables and
Optional pricing for Additional Services

Payment Milestones, Project Deliverables and Optional pricing for Additional Services

Software & Licensing:	Quantity	Price	Payment Terms
Application Software - CityView PreBuilts:			CityView Software: 50% Invoiced upon execution of the contract, due in 30 days. Remaining 50% will be invoiced upon first remote software installation, due in 30 days.
CityView Desktop Reporter	1	Included	
CityView Hearings	1	Included	
CityView Property Information	1	Included	
CityView Permits & Inspections	1	\$ 8,500	
CityView Planning	1	\$ 8,500	
CityView (Business) Licensing	1	\$ 8,500	
CityView Code Enforcement	1	\$ 8,500	
CityView Electronic Plans Review	1	\$ 20,000	
CityView Cashiering	1	\$ 5,000	
CityView Portal	1	\$15,000	
User Software:			Bluebeam Revu Software: Invoiced on execution of the Contract and due net 30 days.
Concurrent Read/Write User Licenses	50	\$100,000	
CityView Mobile (Permit Inspections)	10	\$ 5,250	
CityView Mobile (Code Enforcement Inspections)	20	\$ 8,750	
Bluebeam Revu eXtreme	9	\$ 2,601	
Server Software:			
CityView Server (required)	1	\$ 7,500	
CityView GIS/mapping Extension	1	\$ 5,000	
CityView Application Builder	1	\$ 7,500	
CityView MS Outlook Add-in	1	\$ 3,500	
CityView MS Exchange Extension	1	\$ 3,500	
CityView will: <ul style="list-style-type: none"> • Set up as a client on FTP, WIKI & Support sites • Provide documentation to download the latest version of CityView off the FTP and/or WIKI site • Send the licensing key for CityView Licenses • Provide documentation to download the PreBuilts from the FTP and/or WIKI site • Provide Bluebeam installation keys 			
Sub-total Licensing		\$217,601	
Software License discounts (aggregate)		(\$63,000)	
Total Licensing		\$154,601	

PreBuilt Implementation	Deliverables	Payment Milestone	Payment Terms
Project Management	Ongoing project facilitation, billing, status reports, issues resolution, escalation, resource allocation, scheduling, budget management, change orders etc.	\$16,650	50% (\$8,325) invoiced at project kick-off, 50% (\$8,325) at scheduling of end user training. Invoices due net 30 days
Infrastructure Review (Remote Service)	Remote review of the Village's infrastructure. Provide questionnaire to customer for completion. Study of hardware and software infrastructure in context of optimization for CityView. Provision of hardware and software infrastructure report.	\$ 1,800	Invoiced on delivery of infrastructure report, due net 30 days
Kick-off and Data Collection (remote)	Collection of data required to configure the system, including review of interface and customization requirements. Includes product walkthroughs/demonstrations and data collection sessions and delivery of data collection workbook along with guidelines on how to complete the document. Deliverable is completed data collection workbooks for each PreBuilt.	\$ 13,600	Invoiced upon delivery of data collection workbook & due net 30 days
Data Mapping (remote)	Data Mapping for historic data conversion and property interface. Includes Mapping of Assess & Address Views to corporate property data source. Assumes one data source. Data mapping for historic data conversion for Permitting, Planning, Code Enforcement and Business Licensing. Assumes one source per business area. Deliverable is data mapping documentation.	\$13,500	Invoiced upon commencement of data mapping and due net 30 days

PreBuilt Implementation	Deliverables	Payment Milestone	Payment Terms
Configuration of PreBuilts	Configuration according to Schedule "D": Lookups, fees, custom data fields, security org. roles, workflow properties, letter templates etc. for all PreBuilts licensed. Configuration of up to thirty-seven (37) tailor-configured letters (assumption is Village creates the balance of letters required with knowledge provided from advanced configuration training).	\$23,750	Invoiced upon commencement of configuration and due net 30 days
Data Conversion (estimate)	Initial data conversion. This price is to be validated upon conclusion of data collection and data mapping, by which time CityView will have a complete understanding of the formats, sources and data conversion requirements and can validate the data conversion budget. Deliverable is CityView-hosted development environment ready for data conversion review and validation testing.	\$27,400	Invoiced upon completion of the first review and validation session and due net 30 days.
Data Conversion contingency	Contingency amount for data conversion	\$6,850	Invoiced (if contingency is used) upon completion of the first review and validation session and due net 30 days
Customizations	Creation of customizations as described in the Statement of Work Schedule "D". Deliverable is CityView-hosted development environment ready for review and validation session of customizations.	\$37,400	Invoiced upon completion of the first review and validation session and due net 30 days.
Custom Interfaces	Creation of custom interfaces as described in the Statement of Work Schedule "D". Deliverable is CityView-hosted development environment ready for review and validation sessions of interfaces.	\$50,400	50% invoiced upon delivery by Village of completed configuration workbooks and due net 30 days; and, 50% due upon completion of the first review and validation

			session and due net 30 days.
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PreBuilt Implementation	Deliverables	Payment Milestone	Payment Terms
Installation (remote) and Environment Management	Production and test environments set up and tested, includes up to 3 installs during the project.	\$1,800	Invoiced upon completion of the first remote installation and due net 30 days
Review and Validation Sessions and Refinements	Review and validation sessions as described in Schedule "D". Post-review and validation in-scope refinements to configuration.	\$22,500	50% invoiced upon completion of first review and validation session and due net 30 days. 50% invoiced on the completion of final review and validation session and due net 30 days
Training (onsite and remote as specified in Statement of Work)	Training to include End user, Configuration, Reporter, System Administrator, Mobile, Portal and Bluebeam Revu. Onsite and remote as specified in the Statement of Work totaling 24 days.	\$37,860	50% invoiced upon completion of end user training and due net 30 days. 50% invoiced on last day of end user training and due net 30 days.
Final Data Update/Install (Remote)	Final data update/conversion to get current data into client database for go-live. Must be the same scripts used in initial data conversion. Data must be verified by both CityView and Client before go-live. Sign off required.	\$1,120.	Invoiced on the first day of Go Live Facilitation and due net 30 days.
Go Live Facilitation	5 days of onsite facilitation to provide over-the-shoulder guidance and training to users	\$8,400	Invoiced on the first day of Go Live Facilitation and due net 30 days.

PreBuilt Implementation	Deliverables	Payment Milestone	Payment Terms
Travel and Expenses	Budget for travel and expenses for services to be conducted at customer site (the current budget assumes 3 person trips and 26 person-days spent on site). If additional travel is mutually agreed to be warranted, this will be charged at cost of flights, accommodation and expenses plus \$55/day for week days and \$110/day for weekend day per diems per employee working at Village's premises (including travel days).	\$14,700	Invoiced and due as incurred
Total Services		\$277,730	

Mandatory Annual Software Maintenance	Provides: <ul style="list-style-type: none"> • All major and minor software upgrades • Unlimited technical support; • Unlimited access to the CityView FTP site • Unlimited access to the CityView WIKI Knowledgeshare • Ongoing support for in-scope interfaces, detailed in Schedule "D" 	\$49,962	Due on Go Live and annually on the anniversary of the go-live date
Annual Software Maintenance for Bluebeam Revu	Provides: <ul style="list-style-type: none"> • All major and minor software upgrades • Unlimited technical support (CityView is first line of user support) 	\$289	Invoiced on contract execution and due net 30 days and annually on the anniversary date of execution

Summary of Investment	Price
Total Professional Services (not including travel & expenses)	\$263,030
Total Licensing	\$154,601
Travel	\$14,700
Total Project	\$432,331
Annual Software Maintenance	\$50,251

ABOVE PRICES DO NOT INCLUDE TAXES

Data conversion/custom interface costs are estimates and will be validated at the end of data conversion mapping. If validation reveals that price changes are necessary, Vendor will not proceed with these services until change orders are raised and agreed to by both parties.

No customization to the CityView PreBuilts is provisioned for in this project, other than as provided for in the Statement of Work. Should any enhancement requests be made or customizations be required, these will be charged at the then current hourly rates as set out by the vendor. If validation reveals out of scope needs that require additional services, Vendor will not proceed with these services until change orders are raised and agreed to by both parties.

Village's EDMS (Papervision Electronic Document Management System) integration costs do not include any costs Village's EDMS vendor may charge the Village or any costs related to Licensing of the Village's EDMS software for the purposes of creating the integration. Should Village's EDMS vendor raise any costs for such, these will be passed on to the Village.

If additional travel for onsite services is mutually agreed to be warranted, this will be charged at cost of flights, accommodation and expenses plus \$55/day per diems for week days and \$110/day for weekend days per employee working at Village's premises (including travel days).

Optional Pricing for Additional Software

Provided that Licensee is in compliance with this and any other Agreements, and is otherwise in good standing with CityView, Licensee may purchase the products listed below. Fees below shall be valid twenty-four months (24) months from Execution of this Agreement, provided that the Licensee exercises its option through a sole source agreement which does not require a formal RFP or extensive additional due diligence, as reasonably determined by CityView. The option to purchase the products listed below shall be exercised via a separate Order Form to the Agreement. The Licensee acknowledges that the dates related to the installation of and for services related to the Optional Software Application shall be negotiated by the parties.

Optional Software Application	License Fee	Implementation Services Fee	Legacy Data Conversion Fee (estimate)	Training Fee	Annual Support & Maintenance Fee
CityView Animal Licensing & Animal Licensing Portal	\$8,500	\$14,500	\$6,000	\$2,400 (2 days)	\$1,870
CityView Service Requests & Service Requests Portal	\$8,500	\$17,500	\$6,000	\$2,400 (2 days)	\$1,870
CityView Mobile (Service Requests), up to 5 users	\$3,500	\$3,400		\$540 (2 hours)	\$770
Additional Per	\$2,000				\$440

Concurrent User License Fees					

ABOVE PRICES DO NOT INCLUDE TAXES

ANIMAL LICENSING ASSUMPTIONS:

1. Data conversion estimate assumes a single source of data.
2. End user training assumes a maximum of 10 students.
3. Price provisions for the creation of three (3) letter templates.
4. Price provisions for refinement of a single Animal Licensing workflow.
5. Price provisions for end user training only. No advanced training is included i.e. Configuration and Reporter training.
6. No customization to CityView Animal Licensing is provisioned for. Should any enhancement requests be made or customizations be required, these will be charged at the then current hourly rates as set out by the Vendor.
7. Travel and expenses (reimbursables) are **not** included. Should the Village opt to license and implement CityView Animal Licensing, a travel budget will be submitted by CityView at that time.

SERVICE REQUESTS ASSUMPTIONS:

1. Data conversion estimate assumes a single source of data.
2. End user training assumes a maximum of 10 students.
3. Price provisions for the creation of five (5) letter templates.
4. Price provisions for refinement of a single Service Requests workflow.
5. Price provisions for end user training only. No advanced training is included i.e. Configuration and Reporter training.
6. No customization to CityView Service Requests is provisioned for. Should any enhancement requests be made or customizations be required, these will be charged at the then current hourly rates as set out by the Vendor.
7. Travel and expenses (reimbursables) are **not** included. Should the Village opt to license and implement CityView Service Requests, a travel budget will be submitted by CityView at that time.

Schedule B
CityView Software License and Support Agreement

Please Refer to Attachment C of CityView AIC

Schedule C
CityView Service Level Agreement

CityView Service Level Agreement

The purpose of this Exhibit is to provide our customers with information on our standard coverage, the services which are included as part of your annual software support, a listing of call priorities, an outline of our escalation procedures and other important details.

CITYVIEW reserves the right to make modifications to this document as required; provided, however, CITYVIEW shall not reduce the scope of support provided hereunder without the prior consent of the Customer.

The Support includes the following:

Contract Term: 1 Year (renewable annually)

Support Channels: Web, Telephone or Email

Support Requests Allowed: Unlimited

Who Can Report: Up to five users named in your support agreement can submit support requests. These individuals must be trained in the use of CityView and constitute the first line of support for your organization.

Hours of Coverage: Coverage hours are 6:00 a.m. to 5:30 p.m. Pacific Standard Time from Monday through Friday, excluding CityView Technical Support observed holidays. (Only those statutory holidays that coincide between Canada and the United States are observed by CityView Technical Support.)

Accessing Support: The preferred method of opening a support incident is to enter the problem details through our online support system. Telephone support requests should be preceded by filing an electronic support request on our Web site, including a detailed problem description. Telephone support requests will be answered live during business days, though staff may be involved serving other customers. If your call is not answered live, we ask that you leave a message, including the support request tracking number you received from the electronic filing, your name and phone or pager number. Messages are typically responded to within two hours.

Auto Acknowledgement: We will send a computer-generated message that acknowledges receipt of the report that you filed electronically. This message will contain the details of your problem report as well as the support request tracking number. Whenever the status of your incident changes, a notification will automatically be sent to the individual that opened the call.

Request Response Time: A technical support engineer will respond to all requests within the time frames specified in Table 1. Business hours are 6:00 a.m. to 5:30 p.m. Pacific Standard Time from Monday through Friday, excluding CityView Technical Support observed holidays. Only those statutory holidays that coincide between Canada and the United States are observed by CityView Technical Support. We process requests in the order of their priority followed by order of submission.

What we will do if we don't hear back from you: If we don't hear back from you in ten business days, we will close your support request and mark it as "Closed / No response from customer."

Resolution of Bug-Related Requests: We will keep your request open and follow up when a fix is available in a production release. We will also contact you if we post an experimental build that will help with your problem.

What We Need to Help You

CityView wants to be as responsive as possible to your support needs. To accomplish this goal, the CityView customer support staff relies on your knowledge, self-sufficiency, and thoroughness during the troubleshooting process. You reap the benefits from this effort — it allows CityView to focus on the more difficult problems and make the product more robust. It also helps control the amount CityView charges for support.

- **Knowledge:** You should be experienced in the installation, operation, and maintenance of the hardware, desktop, and network operating systems, and applications in your environment before you install CityView.

- **Self-sufficiency:** We ask you to be as self-sufficient as possible when you encounter problems. You can do this by referring to technical documentation for your environment and by searching the CityView Web site to determine if your issue is addressed before you submit it to our customer support staff.
- **Complete information:** As with any troubleshooting process, accurate and timely resolution depends on information. When you request support, please fill in all relevant fields in the request form, provide a detailed problem description, and attach any appropriate log files. Unfortunately, when the request information is incomplete, it will take longer to resolve your issue.
- **Preparation:** If you call us for support, be prepared to provide the same level of information as is requested on the request submission form. You can help reduce the time to resolution by completing the online support request form and attaching files as directed. Then, simply provide us with the request number when you call. We ask that you have immediate access to the computer(s) on which CityView products are running.

How to Access Support

CityView offers several methods of accessing support described below. Please note that for Priority 1 (see Table 1) issues, customers are encouraged to submit their incident online and then follow up via CityView's toll-free phone number:

- **Web Support (preferred method)**
Our web portal, (<http://support.harriscomputer.com>), provides resources for customer self-service, and is comprised of an online searchable knowledgebase, downloadable updates, and a web-enabled CRM that allows users to log new support incidents and check the status of previously submitted incidents on a 24 x 7 basis.
- **Telephone Support**
Telephone technical support is available between the hours of 6:00 a.m. and 5:30 p.m. PST on regular business days. Customers can contact us toll-free at **1.866.988.8324**. CityView technical support will respond to telephone inquiries using the Service Level Agreement provided in Table 1 below.
- **Email Support**
Customers may request assistance from CityView technical support via email at CityViewsupport@harriscomputer.com. All email incident reports are logged into the CityView support CRM database and are addressed based upon the priority of the issues. The response time guidelines for support are provided in Table 1 below.

Feature Requests

If you come across an idea that you think might make a nice enhancement to CityView, your input is always welcome. Please submit your suggestions through regular support channels. Unless additional information is needed, you will not receive a personal response. Any suggestions for enhancements to CityView that you submit will become the property of CityView. CityView may use this information for any CityView business purposes, without restriction, including for product support and development. CityView will not use information in a form that personally identifies you.

Limitations

The following are not covered by CityView's Standard Support Agreement, but may be available as separate services on a time and materials basis:

- a) Services required due to misuse of CityView maintained software;

- b) Services required due to software corrections, customizations, or modifications not developed by CityView;
- c) Services required by the Customer to be performed by CityView outside of CityView's regular business hours;
- d) Services required to resolve or work-around problems that cannot be reproduced in CityView's support environment;
- e) Services which relate to tasks other than maintenance of the Customer's existing implementation and configuration of CityView, including but not limited to, enhancing or adapting CityView for specific operating environments;
- f) Services requested by the Customer to implement software updates provided by CityView.

Table 1. Service Level Agreement

Priority	Definition	Initial Response Time	Commitment (CityView and Customer)	Examples
(High) 1	Operation/Service down or critically impacted. Business process impacted. No known workaround.	2 Hours	CityView and customer will commit necessary resources to fix problem or obtain a workaround.	<ul style="list-style-type: none"> • Users cannot login • Business process halted
(Medium) 2	Operation affected, but not down. Business process is not affected. Workaround may be available.	4 Hours	CityView and customer will commit resources during normal business hours to resolve issue or obtain workaround.	<ul style="list-style-type: none"> • Cannot print • Cannot process payments • Application response is exceptionally slow
(Normal) 3	Moderate to negligible impact. No impact to business.	24 Hours	CityView and customer will commit necessary resources during normal business hours to restore operation to satisfactory levels.	<ul style="list-style-type: none"> • Non critical feature not working • Feature works but requires user intervention
(Info.) 4	Request for information, documentation issues, and enhancement requests.	48 Hours	Request-dependent.	<ul style="list-style-type: none"> • Help file clarification • Form design not in production

* Response time targets are during business hours only.

Obtaining More Information

Information about our support programs may be obtained by contacting the CityView sales team at 1.800.665.5647, or via email at cityviewsales@harriscomputer.com.

Schedule D
CityView Statement of Work

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II. Background & Objectives

Village of Oak Park currently uses in-house built Access systems and a legacy Tidemark system to manage the processing of permits and planning, code enforcement and business licensing. These are not flexible enough and do not provide a sufficient level of public accessibility or ease of use. The objectives of the system replacement are to implement CityView to provide a system with:

1. Modern and intuitive interface.
2. Improved interoperability and integration with related applications
3. Scalability
4. Remote/mobile accessibility
5. Online public self-service, and
6. Reporting and querying capabilities; on both a pre-configured ("canned") and ad hoc basis.

III. Scope

Inclusions:

1. Install CityView Property Information, Permits and Inspections, Planning, Code Enforcement, Licensing and Cashiering PreBUILTs as well as CityView Portal, CityView Mobile (for permit and code enforcement inspections), CityView Application Builder and CityView Electronic Plans Review (which includes licensing Bluebeam Revu (eXtreme)).
2. Install CityView integrated extensions including CityView Esri ArcGIS Server mapping extension, CityView MS Outlook Add-in and CityView MS Exchange Extension.
3. Collect Village of Oak Park-specific data for lookup table values, fees, letters, workflow-specific values (assigned to, required dates, responsible departments, resource groups, email triggers), reviews, inspections, submittal requirements, business types and classifications, renewal periods and processes, expiration dates and processes, violations and corrections codes, and other related values for Permitting, Planning, Code Enforcement, and Business Licensing. This data will be collected, providing the CityView team relevant documentation, such as fee schedules and letter templates, and by the Village's completion of the CityView workbook for each specific CityView PreBuilt.
4. Provide a hardware and software infrastructure questionnaire for completion by the Village. Review questionnaire response and report on any possible deficiencies in hardware and/or software infrastructure as far as suitability for optimal running of CityView is concerned.
5. Configure the CityView PreBUILTs for Property Information, Permits & Inspections, Planning, Code Enforcement, Licensing, Cashiering, Portal, Mobile, and Electronic Plans Review using the data collected in the workbooks and the functional and technical requirements identified in the Village's RFP (Request for Proposal). This is envisaged to include the following:
 - a. Lookup table data
 - b. Custom data fields for specific data capture requirements
 - c. Fees specific to the permit, project and license types being tracked through the system
 - d. Adjustments defined by the Village to the PreBuilt workflows, including but not limited to the assigned to, required dates, email notifications, responsible departments and resource groups. This task also includes connection or disconnection of sub-workflows based on Oak Park requirements.
 - e. Adjustment defined by the Village of the PreBuilt scheduled processes including but not limited to license renewals and permit expirations.
 - f. Configuration of up to 40 letter templates (total) for Permits & Inspections, Planning and Code Enforcement, (business) Licensing and Cashiering. The Village to determine which functional area to utilize a letter template.
 - g. Additional configuration (workflows, letters, etc.) as required or desired by the Village and mutually agreed to through written change order.

6. Capture the Village's relevant historical, electronic data as defined in the following table and convert this into CityView.

Type of Electronic Information	Source
Property, owner and address data	GIS
Planning and Zoning data	Tidemark
Permit data	Tidemark
Inspection data	MobilEyes
Code Enforcement data	Tidemark
Business License data	MS SQL
Health data	MS Access
Cook County Property data	MS Access

No other data sources are assumed to be involved.

7. License the CityView integration with Esri ArcGIS Server 10.1 or later.
8. Create interface to Village's Electronic Document Management System (Papervision or other Records management system) using CityView's standard EDMS Integration Framework, by undergoing the development work needed to integrate with the Village's EDMS vendor systems' API. Once completed, configure the integration framework for integration with the Village's EDMS, for posting electronic documents from CityView to Village's EDMS and dynamically retrieving them from Village's EDMS.
9. Set up the exports for exporting cash receipting information to the new Village's General Ledger system from CityView Cashiering
10. Create the following additional interfaces from CityView to:
 - a. OCR Interface (GT.117 of permitting software worksheets)
 - b. Heartland payment processor (CC.51 and IN.8 of permitting software worksheets)
 - c. MSI Utility Billing (IN.6 of permitting software worksheets)
 - d. MSI Accounts receivable (IN.7 of permitting software worksheets)
11. Create customizations as described in permitting software worksheets items GT.16, GT.68, GT.177, GT.236, GT.244, PL.111, PT.223, IN.76, IN.86, IN.188, IN.189, IN.190, IN.191, CE.34, CE.44, CE.100, PR.148, BL.54 GT.84, , GT.87,GT.90-94, PT.16 as part of project scope. The following additional features are expected to be delivered as part of the CityView development roadmap; GT.86, IN.156, by July 1, 2015.

12. Implement user security settings according to customer completion of organizational role spreadsheets defining the out the box organizational roles inherent in the PreBUILTs.

13. Deliver pre-configured reports for Permits and Inspections, Planning, Code Enforcement, Licensing and Cashiering including the following reports:

Permits & Inspections	Planning	Licensing	Code Enforcement
Outstanding Fees Fee Paid in Full Inspection Outcome Inspection Schedule Inspections by Inspector Average Daily Inspections Inspections To Do Permit Status Summary (By Status) Permit Status Summary (By Type) Permit Status Summary (By Contractor) Permit Value Permit Turn-Around Deposits and Bonds Summary Escrow (By Revenue Account #) Permit Locator Permit Turn-Around Detail Report Permit Time Spent Application Review Tickler Building & Safety Revenue Report Certificate of Occupancy Listing Public Works Permit Status Summary Review – Decision Date	Project Applications Planner Projects Outstanding Plan Reviews Project Fees Expired Projects Planning Activities Plan Review Time Scheduled Hearings Planning Turnaround Project Locator Planning Turn-Around Deposits and Bonds Summary Escrow (By Revenue Account #) Project Locator Mailing Labels Development Review Status (with maps) Land Developer Review Log Monthly Project Status Report (sorted by Project Number) Monthly Project Status Report (sorted by Date Entered) Project Expirations Submittals Report (Sorted by Planner)	Business Status Past Due Licenses One Day Business Licenses Inactive Business Licenses Unreported Gross Revenue Did Not Report Gross Earnings Tax Exempt Businesses Emergency Contacts Total Amount Billed Deposits and Bonds Summary Escrow (By Revenue Account #) Licensee Locator Licensee Details Report Outstanding Fees Fees Paid in Full Excise Tax	Case Status Cases Follow-up Case Summary Citations by Violation Type Incident History Case Locator Inspection To Do Inspection Schedule Deposits and Bonds Summary Escrow (By revenue Account#) Adhoc Template Weed Abatement Zoning Code Report Compliance Report
Cashiering	Other		
Payment Detail Payment Detail (By Cashier) Daily Cash Out (By Revenue Account Number) Daily Cash Out (By Payment Type) Daily Cash Out (By Payment Type) With Fee Types Daily Cash Out (By Fee Type) Daily Cash Out (By Receipt)	Transactions Audit Report Distribution List Report		

Reversals Daily Cash Out for Cashier (By Payment Type) Fee Maintenance General Cashiering Report Payment Detail By Transaction			
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14. Software installation (remote via WebEx) and environment management during implementation. Includes management of the environment through PreBuilt merges, CityView upgrades etc. through the life of the implementation and includes the installation of both Test and Production environments,
15. Conduct 3 remote validation and review sessions for each of Permits and Inspections, Code Enforcement, Planning, and Business Licensing with the appropriate subject matter experts. Additional corrections and modifications will be captured and corrected from each session,
16. Conduct 19 days of onsite user training for end-users,
17. Conduct 5 days of advanced training (onsite and remote via WebEx) to include Configuration, Reporter, and System administrator training.
18. Conduct 5 days of onsite Go-live facilitation to ensure comfort with the new system
19. Ongoing support and maintenance of the software under the CityView Software License and Support Agreement.

Exclusions:

1. Provision of hardware, databases and third party software
2. Setup and support of network infrastructure supporting CityView
3. Letters over and above the 40 included in the budget, unless agreed to through change order for a fixed amount of \$300 per letter.
4. Customizations and interfaces other than those specified above or agreed to through change order.
5. Ground-up custom workflows, unless agreed to through change order for a fixed amount of \$2,000 per workflow. CityView workflows are delivered and tailored during the implementation, with sub-workflows connected or disconnected as described in the Inclusions.
6. Reports other than those delivered as part of the PreBuilt products (described above) and specified in the customizations section above, unless agreed to through change order at a rate of \$150/hour (guaranteed for 12 months following the execution of the contract.)

7. Non-standard configuration – standard configuration would be what is provided in the "Inclusions" above and what comes preconfigured in the system. Examples of non-standard configuration would include; modifying record-level security from what is pre-defined; defining organizational role security criteria other than those defined in the out of the box organizational roles (e.g. read-only access to some sheets, read-write to others); creating batch processes other than those defined in the product for permit expirations and license renewals; creating business rules defining specific outcomes that are tied to specific users of the system only (e.g. message box reminding of a process that needs to be followed but where that message box is only invoked where a specific users is logged into the system); While these are not included in the scope of this project, the configuration tools are provided for the Village to undergo such configuration yourselves.

III.1 Services Details

CityView will provide the following Implementation Services. If all hours per task are not utilized, the Village has the option to utilize hours in other tasks, provided it's discussed in advance and mutually agreed to through a written change order.

Implementation Services

Professional Services Details

Implementation Services (Single Phase):		Not to Exceed without Mutual Consent and Documentation Through Change Order Hours
Project Management	Ongoing project facilitation, billing, status reports, issues resolution, escalation, resource allocation, scheduling, budget management, change orders etc. Should delays by the customer occur and require additional project management, time may be billed at \$150/hr. upon authorization by the customer. If delays by CityView occur and require additional project management, time will be provided at no additional cost to the Village.	111
Infrastructure Review (remote service)	Remote review of client's hardware & software infrastructure. Provide questionnaire to customer for completion. Study of hardware and software infrastructure in context of optimization for CityView. Provision of hardware and software infrastructure report.	12
Data Collection (remote)	Project kick-off and confirmation of project plan. Pre-data collection review. PreBuilt walkthrough/demonstration sessions, with up to 10 Subject Matter Experts/session. Delivery of data collection workbooks for each PreBuilt. Collection of Village of Oak Park-specific data for lookup table values, fees, letters, workflow-specific values (assigned to, required dates, responsible departments, resource groups, email triggers), reviews, inspections, submittal requirements, business types and classifications,	91

	renewal periods and processes, expiration dates and processes, violations and corrections codes, and other related values for Permitting, Planning, Code Enforcement, and Business Licensing. Review of customization and interface requirements. Deliverable is completed data collection workbooks for each PreBuilt and Scope Document.	
Data Mapping/interfaces (remote)	Data Mapping for historic data conversion and property interface. Provide customer with data mapping templates and instructions for completion. Mapping of Assess & Address Views to corporate property data source. Assumes one data source. Data mapping for historic data conversion for Permitting, Inspections, Planning, Code Enforcement and Business Licensing. Assumes one source per business area. Deliverable is data mapping.	90
Configuration of PreBuilds	<ul style="list-style-type: none"> - Lookups, fees, custom data fields, security org. roles, workflow properties, letter templates etc. for all PreBuilds licensed. - Configuration of up to forty (40) tailor-configured letters (assumption is Village creates the balance of letters required with knowledge provided from advanced configuration training). - Configuration of business rules for fees generation - Configuration of workflows with client specific requirements for assigned to, required dates, email notifications, responsible departments and resource groups. Connection or disconnection of sub-workflows, depending on client specific requirements. <p>Modification of batch processes according to the requirements for permit expiry and license renewal. Deliverable is CityView-hosted development environment ready for review and validation by Village.</p>	158
Data Conversion (estimate)	Initial data conversion. This price is to be validated upon conclusion of data collection and data mapping, by which time CityView will have a complete understanding of the formats, sources and data conversion requirements and can validate the data conversion budget. Deliverable is CityView-hosted	167

	development environment ready for data conversion review and validation by Village.	
Data Conversion (contingency)	Contingency hours for data conversion	45
Customizations & Interfaces	Create in-scope customizations and interfaces as detailed in Inclusions above. Hours include project management and quality assurance. Deliverable is CityView-hosted development environment ready for review and validation of customizations and interfaces by Village.	585
Installation (remote) & Environment Management	Setup environments (production & test) on client site. Test to ensure proper operation. Management of environment through PreBuilt merges, CityView upgrades etc. through the life of the implementation.	12
Review and Validation	Review and validation sessions as described in Inclusions above. Implement in-scope refinements arising out of the review and validation sessions.	150
Final Data Update/install (remote)	Final data update/conversion to get current data into client database for go-live. Must be the same scripts used in initial data conversion. Data must be verified by both CityView and Client before go-live. Sign off required.	7

Training:	Max. Students/session	Total Training Days
CityView End User Training (onsite)	10	17
Configuration & Maintenance Training (onsite)	6	2
CityView Reporter Training (onsite)	4	2
CityView System Administrator Training (remote)	4	1
CityView Mobile Training (remote)	10	1
CityView Portal Training (remote)	10	0.75
Go-live facilitation & Assistance (onsite)	-	5
Total Training Services		29

Travel & Expenses (for onsite services)	Person-Trips	Person-days Onsite
Travel Budget for Onsite Services (billed on a cost recovery basis)	3	26

IV. Work Approach

The implementation will involve five phases: Project Planning and Scheduling, Data Collection, Configuration, Review and Validation, User Acceptance Testing, End User Training & Go-live support.

Client sign off is required before initiating a new phase. This provides key milestones in the project to review progress, confirm objectives, and detail the activities and timelines for the next phase. Sign off involves acceptance of all deliverables and confirmation of the budget and timeline for the next phase.

Phase 1: Data Collection

Project Kickoff

The Village's Project Manager will review all documentation with respect to the implementation in order to prepare the materials for project kickoff.

CITYVIEW will prepare a Project Charter which will include but not be limited to the Implementation Project Plan and Communication Management Plan.

Remote Infrastructure Review

CityView will analyze your existing infrastructure to identify any potential areas that may result in sub-optimal performance. Our Infrastructure Review Specialist will verify remote accessibility, available bandwidth and techstack compatibility and advise your network specialists of the hardware and software prerequisites required to optimize the performance of your system. This review will be conducted remotely, off-site.

Should CityView Desktop be required at remote Village facilities (offsite facilities, not directly connected to LAN, i.e. where performance could be an issue), CityView latency/load testing will need to be done to check performance of CityView at these remote sites.

PreBuilt Walkthroughs/Data Collection

CityView will provide the Village with a data collection workbook, as well as guidelines on how to complete the document. This is accompanied by walkthroughs/demonstrations of the pertinent CityView PreBUILTs to provide your Subject Matter Experts (SMEs) with an understanding of the workings of each of the modules and their data requirements for configuration.

The walkthroughs ensure your users:

1. Understand the phases that are involved in the Implementation Process.
2. Learn the basics of the activity based workflows.
3. Learn how to provide the data for your Fees, Letters, Lookup Tables, and Scheduled Processes.
4. Learn how to complete the data mapping assignments.

Data Collection and Mapping sessions are also conducted and designed to impart the skills your SMEs require to complete their data collection and mapping assignments. Users are provided with an in depth knowledge of CityView table structures and the formats required to streamline the data collection process. Each session will be from 2-4 hours, depending on the PreBuilt. Sessions will be held for each of CityView Permits and Inspections (2 sessions), Planning, Code Enforcement and Business Licensing

This stage is also used to better understand the customization and interface requirements.

The main deliverable at the end of the Data Collection phase is the completed client workbooks for each PreBuilt and the Scope Document. The Scope document will include but not be limited to the Requirements Traceability Matrix, Software Customization Plan, Software Interface Plan, Data Conversion Plan, Testing Plan, Quality Assurance Plan, Deliverables Dictionary and Risk Register. The Risk Register will be tracked and reviewed at every Project Status meeting.

Budget Validation

Once all of the data is collected from the Village, the CityView Project Manager will review requirements in accordance with this statement of work and contract documentation and identify anything that is not accounted for in the scope. The Project Manager will also validate any estimates made as part of this proposal, including:

1. Data conversion requirements.
2. List of customizations and interfaces

If budget validation reveals that any estimates provided were insufficient, our Project Manager will inform the Village of such and prepare appropriate change order requests. The next steps will not commence until sign off on Budget Validation and data collection occurs. This protects both parties against the risk of unclear expectations.

Phase 2: Configuration

Data Conversion

Data conversion will commence once both parties are comfortable with the output of the data mapping exercise. Our specialist will create the scripts that parse, derive, and translate the source data into the ideal format for CityView. To reduce the time and effort associated with this phase we require data to be provided in one of the following formats: SQL Server, .mdb, .dbf, or .txt. The initial data conversion will run the scripts to provide a means for verification of correctness during the validation stage of the project. A final iteration will be completed immediately prior to go-live.

Data Conversion Assumptions

Data migration services are priced based on the following general assumptions:

1. Data has been cleaned according the suggested guidelines
2. Data mapping has been reviewed and signed off by both parties before proceeding to data conversion.
3. CityView will perform one complete data load prior to validation testing, one complete refresh prior to End User Training, and one complete refresh at Go Live. All other fixes will be made using targeted scripts. Additional complete refreshes can be performed if mutually agreed through a written change order.
4. Data is provided in one of the required formats: SQL Server, .mdb, .dbf or .txt.
5. There are multiple sources of data identified in section III(6) for each of parcel/address/owner data, permitting data, planning data, code enforcement data and business licensing data.

Configuration

CityView will configure the CityView PreBUILTs based on industry best practices and with the data collected and signed off from Phase 1: Data Collection. A single development environment will be created and the Implementation Specialist will lead the configuration of that environment. This will involve the following components:

1. **Letter Template Development** – CityView's letter generator will be used to create up to 40 letter templates according to electronic samples provided by the Village with data merge tags defined. The Village is provided the letter generation tools in order that your SME(s) can create additional letters to meet additional or future requirements.
2. **Fees, Valuation, Work Items, Classifications** - All the fees, including the automated business rules needed for automatic calculations based upon work items and other fields as may be required for fee calculations, are configured in your CityView environment.
3. **Activities Workflow** – All CityView's PreBuilt workflows will be configured with client specific requirements for assigned to, required dates, email notifications, responsible departments and resource groups. In addition, sub-workflows may be removed, or added to the main workflow, depending on client specific requirements.
4. **Custom data fields** - Custom data fields to meet your specific data capture needs will be defined for each pertinent table where they are required and configured accordingly, along with the business rules to apply these data fields where appropriate.
5. **Lookups** – All lookup data defined during Phase 1: Data Collection is entered into the system.
6. **Security** – users are assigned to the organizational roles that are pre-defined in the PreBuilt products, based on information collected during data collection. Should additional user-level and record level security be required other than as defined in the PreBuilt organizational roles, additional costs may apply.
7. **Batch Rules and Scheduled Processes** – CityView's PreBuilt batch rules and scheduled processes are modified according to the requirements for permit expiry and license renewal.

Customizations

Customizations, both those in the scope of work and any agreed to as a result of data collection will be undertaken at this point.

Interfaces

Interfaces, both those in the scope of work and any agreed to as a result of data collection will be undertaken at this point.

Quality Assurance

CITYVIEW undertakes quality assurance activities throughout each of the above phases (Data Conversion, Configuration, Customization and Interfaces). All customizations and interfaces are tested by our QA department prior to the applicable software build being released to the customer. The configuration and data conversion are QA'd by a peer review committee which includes the project team, members of R&D and management, and occasionally subject matter experts from the customer's side.

Updates to the Requirements Traceability Matrix will happen as needed throughout this process.

Testing plans are provided as Test Script templates and CityView may provide limited support during development of customer-specific test scripts.

Phase 3: Review and Validation

Initial Installation

A trial installation will be conducted, for the purposes of testing the network infrastructure for use of CityView, to provide training for the network administrators on its installation, and to provide an environment for testing integrations dependent on the client's other systems. Depending on the project plan, this installation may occur early in the project. The development environment hosted by CityView will still be the principal environment for validation and refinement, however.

The CITYVIEW Project Manager will work with the customer to establish the Review and Validation Plan, i.e. to determine when certain review and validation sessions will be given and who should attend.

Review and Validation

CITYVIEW will undertake a series of three remote review and validation sessions with your SMEs, for each of Permits and Inspections, Code Enforcement, Planning, and Business Licensing, to work through the validation of the configuration based on the data collection materials and pre-defined test scripts for the CityView PreBuilt workflows.

These sessions will start off being led by CityView, but will be transitioned to being led by the SME's for each PreBuilt. By the final session the SME's will have reviewed and validated the bulk of the configured system and be able to:

- Navigate the system through Village of Oak Park-specific processes and workflow.
- Generate and test fees.
- View and validate look up tables.
- Generate and test letters and documentations which have been configured.
- Use scenario-based examples to test and validate automated business rules

Review and Validation will be conducted against the development environment, hosted at CITYVIEW. During the Review and Validation sessions CityView will document any changes, corrections, or deficiencies for further action. A customer feedback form is provided within the environment for immediate feedback and reporting of issues to our implementation specialists and developers should Oak Park SME's conduct additional reviews without the CityView Implementation Specialist present.

In Scope Refinements

In scope corrections from the process of Review and Validation will be conducted. If out of scope issues are raised through Validation, these will be handled through approved change orders.

Phase 4: User Acceptance Testing

User Acceptance Testing

On completion of the third Review and Validation session, the Village of Oak Park will be provided a period of 2-4 weeks for additional User Acceptance Testing on their own completely installed test system. CityView will provide samples of User Acceptance Testing scripts. The CityView Implementation Specialist will monitor the client's feedback and continue to make any

in scope corrections. Provided the acceptance criteria have been met, Village of Oak Park is asked to formally accept the delivered solution for go-live.

Phase 5: End User Training and Go-live

Final Environment

After the final environment receives client sign off CityView will perform a data conversion in order to establish an environment that can be used for training purposes.

User Training

CityView conducts on-site training for all of the front line and advanced users identified in the training plan.

Final Conversion Run

Immediately prior to go-live, CityView will conduct the final data conversion to bring your data completely up to date.

Go-Live

After go-live, CityView will provide five days of onsite go-live facilitation where an implementation specialist will be available to help the users with questions as they arise, easing their concerns and complementing their training.

During go-live facilitation the CITYVIEW project team will work with Village of Oak Park to record any known issues. The CityView project team is responsible for the resolution of these known issues. 30 days after Go Live CITYVIEW will request a formal letter of acceptance (the Statement of Completion, pursuant to the Contractual Services Agreement) that substantiates the product has been delivered and is being used successfully in a live, production environment to accept permit, planning and license applications, generate fees, record fee payments and generate correspondence associated with all items previously listed. In the case of a partial go-live, a completion statement will be requested for that part of the solution that has gone live.

The Pre- and Post- Implementation Support Plan is comprised of a strategy for transitioning to Support and then the Support and Maintenance Agreement itself. During the first 6 weeks after go-live, the project team will begin to familiarize and transition the project to the Technical Support group. At the end of 6 weeks the Project Manager will arrange a formal hand-off involving Village of Oak Park, the CITYVIEW Project Manager and the CITYVIEW Support group formalizing the transition of any new defects, bugs and support issues to the Support team.

IV Training plan

The training program is designed to provide your end users with the ability to use CityView for their day to day activities and your Subject Matter Experts (SMEs) with the skills to maintain your solution. The table below details the training plan.

Training Plan

CityView End User Training (onsite)	This course is designed to enable business users to effectively use CityView PreBuilts in order to fulfill their daily work activities. The course provides specific instruction on how to navigate and complete tasks within CityView. It will cover tasks such as completing an application, adding contacts, attaching files, tracking activities and outcomes, applying and paying fees, producing correspondence, mapping basics, and running reports. Users are able to: <ol style="list-style-type: none"> 1. Understand the key concepts that make up the business process. 2. Be able to navigate and complete tasks relevant to day today activities. 3. Be able to walk through a business activity based workflow. 		
	Duration: 17 days*	Users: All	Maximum#: 10/session
End User Training CityView Components (remote via WebEx)	This training will focus on the highly intuitive CityView Mobile, Bluebeam Revu and CityView citizen Portal.		
	Duration: 2 days	Users: TBD	Maximum#: 10
Configuration & Maintenance Training (onsite)	This course is focused on enabling users to configure, maintain and evolve their business process within the CityView PreBuilt environment. Concepts that will be covered include Letter Generation, Automated Business Rules, Maintaining your Activity Based Workflow, Fee Maintenance, Holiday Configuration, Building Batch Processes and Maintaining Lookup values. Users will be able to: <ol style="list-style-type: none"> 1. Create and modify Letters. 2. Create and modify Fees. 3. Improve and evolve the Activity Workflow. 4. Meet business requirements through the creation of new Automated Business Rules and Batch Processes. 5. Keep your system current by updating Lookup tables and creating and maintaining custom attribute fields. 		
	Duration: 2 days	Users: Advanced	Maximum#: 6
CityView Reporter Training (onsite)	CityView's fully integrated SSRS-based Desktop Reporter and Designer and custom report designer provide all of the features that you would expect from other industry-standard reporting tools. In this course, students will learn everything they need to know about creating simple reports, including pivot reports, detailed reports, charts, graphs, filters,		

	subsections, and aggregate fields. Additional topics may include: complex report writing, views, and on-form expressions			
	<table border="1"> <tr> <td>Duration: 2 days</td> <td>Users: All Advanced</td> <td>Maximum#: 4</td> </tr> </table>	Duration: 2 days	Users: All Advanced	Maximum#: 4
Duration: 2 days	Users: All Advanced	Maximum#: 4		
CityView System Administrator Training (remote via WebEx)	<p>This course is designed to provide administrators responsible for managing CityView with the general knowledge of how to install and upgrade versions of CityView, change user rights and manage security. The advanced course will go into additional detail on the architecture of the CityView platform as well as how to maintain the CityView Portal.</p> <p>Course participants will walk through typical system maintenance and troubleshooting examples, which will teach them the tools, techniques and terminology applicable to CityView, enabling them to not only support the business users in their organization but also to communicate more effectively with CityView's Technical Support team. They will be exposed to our best practices approach for Security Maintenance; and, they will learn the processes for installing and upgrading the CityView environments.</p> <p>Students will be instructed in the use of the CityView Manager client, and they will gain an understanding of the architecture behind CityView. Additional topics that may be covered include: configuration of Microsoft Exchange, Web Server settings, LDAP settings, Mapping, and Document Management settings.</p>			
	<table border="1"> <tr> <td>Duration: 1 day</td> <td>Users: Advanced</td> <td>Maximum#: 4</td> </tr> </table>	Duration: 1 day	Users: Advanced	Maximum#: 4
Duration: 1 day	Users: Advanced	Maximum#: 4		
Go-live Facilitation Assistance (onsite)	Five days of go-live facilitation where an implementation specialist will be available to help the users with questions as they arise, easing their concerns and complementing their training (as described in the Work Approach above).			
	<table border="1"> <tr> <td>Duration: 5 days</td> <td>Users: All</td> <td>Maximum#: N/A</td> </tr> </table>	Duration: 5 days	Users: All	Maximum#: N/A
Duration: 5 days	Users: All	Maximum#: N/A		

Training is provided on Village-provided hardware.

* 17 days End user training divided as follows:

CityView Basics Training 6 x ½ day sessions (3 days)

Permits and Inspections 2 x 2 day sessions (4 days)

Planning 1 x 2 day session (2 days)

Code Enforcement 2 x 1.5 day sessions (3 days)

Business Licensing 1 x 2 days session (2 days)

Cashiering 1 x 1 day session (1 Day)

Electronic Plans Review – 2 days

V Matrix of Responsibilities and Work Products

The following table provides a summary of the project. Responsibility and the lead for each step in the process are defined and the deliverables received by the Village are presented.

Step	Responsibility	Lead	Deliverables
Project Kickoff	CityView	CityView Project Manager	Hosted Development Environment,
Infrastructure Review	CityView	CityView Infrastructure Review Expert	Infrastructure Review Document
Data collection, including Data conversion and customization/interfaces analysis	Share	CityView Project Manager	Completed workbooks & signed-off Scope Document, including Budget Validation
Configuration	CityView	CityView Project Manager	Configured Test Environment, ready for Validation
Data Conversion	CityView	CityView Project Manager	Configured Test Environment, ready for Validation
Customizations and Interfaces	CityView	CityView Project Manager	Implemented functionality in Hosted Development Environment, ready for Validation
Initial Installation	Share	CityView Project Manager	Client-site installed initial Environment
Review and Validation Sessions	Share	CityView Project Manager	Completed Validation sessions
Refinements based on Review and Validation sessions	CityView	CityView Project Manager	Test Environment for Final Acceptance Testing

User Acceptance Testing	Village	CityView Project Management	User acceptance of the fully delivered system based on test	
User Training (including advanced training)	Share	CityView Trainer	Completed training	
Go-Live	Share	CityView Project Manager	Live production environment	

VI Documentation

Documentation focused on the objectives in question will be provided for Review and Validation sessions and the training. The content is available through electronic PDF format.

CityView will provide the following documentation:

1. System technical documentation – system administrator manual
2. System end user's documentation – user manuals
3. Help Desk documentation – provided through CityView's context sensitive help and the WIKI Knowledgeshare
4. System/Architecture diagrams – WIKI Knowledgeshare
5. Data Dictionary – under Non-disclosure Agreement (if requested)
6. Configuration documentation – signed-off data collection spreadsheets and client-completed workbooks for each PreBuilt.
7. System development documentation - CityView Configuration manual

Ongoing help is further provided through CityView's context-sensitive, dynamic help feature of CityView desktop.

V. Post Implementation Support

Detailed in Schedule C, CityView Service Level Agreement.

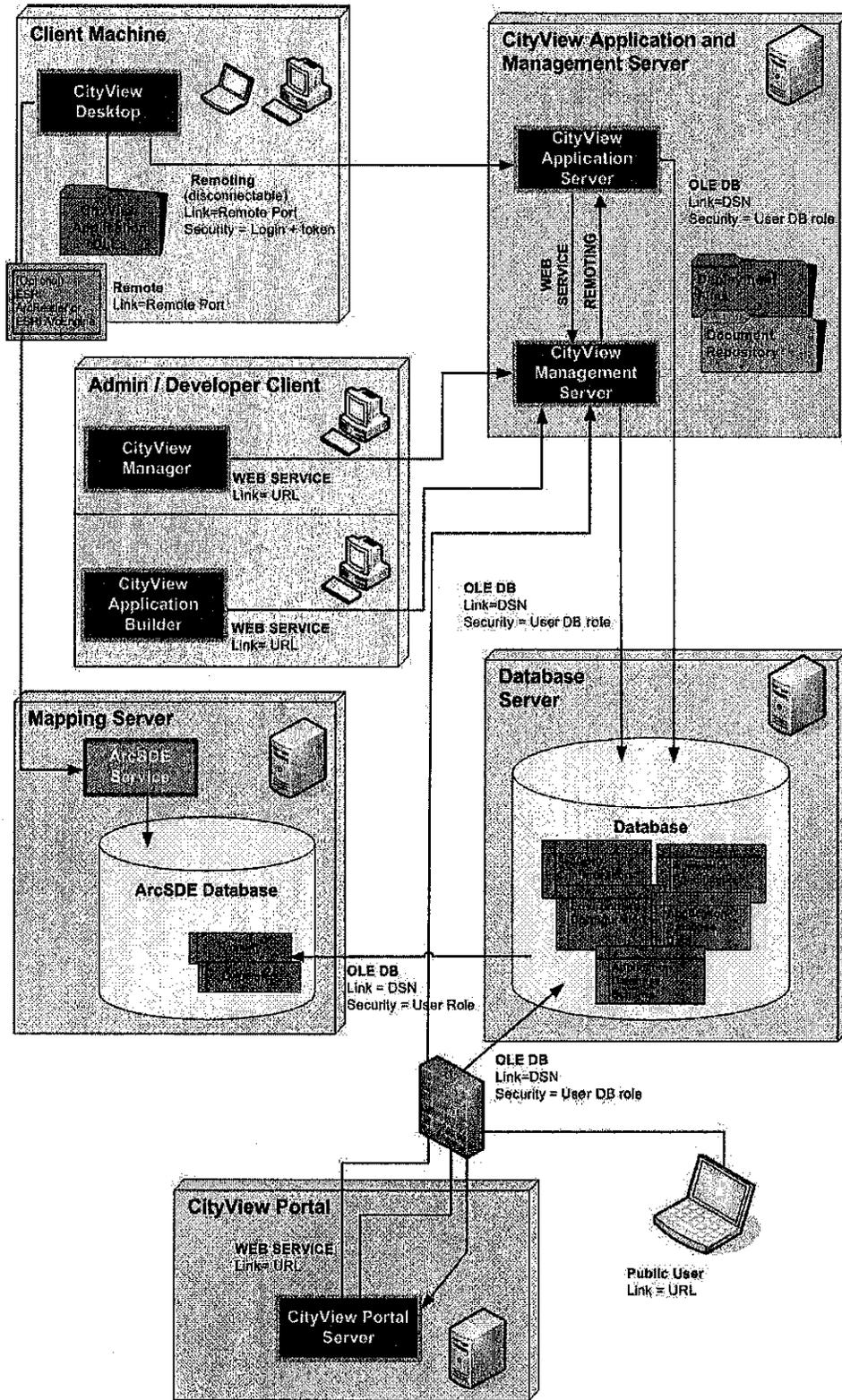
VI. Technical Environment

The table below outlines the hardware and software requirements to operate CityView. This is followed by a diagram depicting a typical installation. Additional information is provided in the following pages regarding recommended servers, database sizing considerations, third party software and compliancy tables.

Hardware and Software Requirements

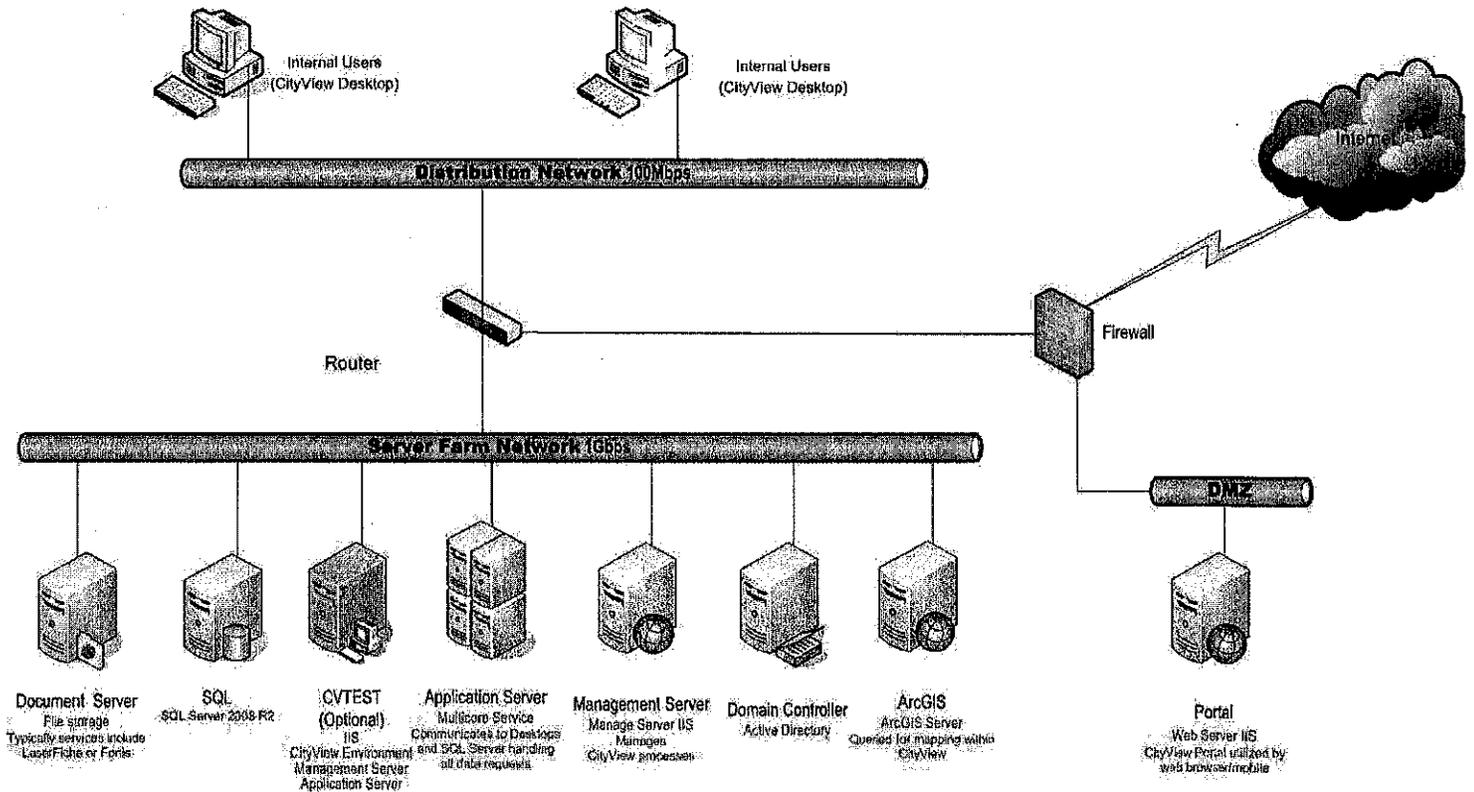
Clients		CityView Servers	
Hardware	Software	Hardware	Software
Windows PC with 2GHz clock speed recommended 2 gigabytes (GB) of RAM or higher recommended 400 megabytes (MB) of available hard disk space	Operating System: Microsoft Windows Vista Microsoft .Net 4 framework must be installed on each client workstation (Client and Extended). Map components: ArcEngine or ArcReader 9.2\9.3\9.3.1 supported. ArcGIS Server 9.3\9.3.1\10\10.1\10.2 supported	Windows PC with 2GHz Xeon processor recommended 4 Gigabytes (GB) of RAM or higher recommended 600 megabytes (MB) of available hard disk space Installation of CityView server components is not supported on domain controllers	Operating System: Microsoft Windows 2008 or higher Microsoft .Net 4 framework is required for Application, Management, and Web Servers IIS: Internet Information Services 7 or greater is required for CityView Management and CityView Web Servers
Database Server			
Supported RDBMS	Hardware		
Microsoft SQL Server 2008	Windows PC with 2GHz Xeon processor recommended		
Microsoft SQL Server 2008 R2	4 GB of RAM		
Microsoft SQL Server 2012	2 GB to 5 GB hard drive space, dependent on database size.		

Network Diagram for Typical Installation



CityView Recommended Technical Design

Note: CityView Desktop can work over T1, however latency should remain under 80ms if possible.



Data Sizing Projections

There are five services that are typical in our deployment strategy:

1. **SQL Server** – can be scaled to include failover clusters. Typical day to day operation of CityView will not tax the server as most queries will pull less than 10 records per table at a time. This service works directly with Management Server, Application Server and Portal server processes. Typical permit applications require 1MB of disk space.
2. **CityView Management Server** – this is a service that runs in IIS, typically processing login requests, and configuration settings for the software. The only time where the service impacts performance on a server is when a build of the application occurs, typically during maintenance periods. All services need to be able to communicate with this server.
3. **CityView Application Server** – all Desktop client machines communicate with this service to access the infrastructure (MS SQL Server, CityView Management Server, document management, etc.) The server will also handle scheduled processes, e.g. when being used for batch letter (PDF) generation. This service is processor intensive, but is multithreaded. This service will operate virtually in a VMWare instance, and CPU is monitored to determine hardware resources needed.
4. **CityView Portal Server** – Portal server IIS service acts as a gateway to the software for browser and mobile users, and directly queries SQL Server during operation. There is an extremely small footprint for the service, and small memory/CPU overhead. If performance is not ideal, it is certainly possible to have multiple portal servers deployed to handle load balance or latency concerns.
5. **Document Management/Content Management Server** – often handled by third party services, e.g. SharePoint, Laserfiche, TRIM, etc. This can also be defined as a Windows file share (SMB) where we typically recommend 5MB of space per permit for file storage (PDF, DOC, JPG).

Recommended Server Requirements

The following provides the recommended Server Requirements. Servers can be scaled out to additional hardware as demand requires and information is provided on this.

These server configurations have been developed to meet the performance requirements and provide a reasonable level of hardware fault tolerance and growth:

Recommended servers:	
Database Server Configuration	
Module	Description
Processor	2+ Ghz Dual Core processor (Intel Xeon or AMD Opteron)
Memory	4GB
Storage	RAID-5, 4 (3 + 1 Hot Spare) x 73GB 15K RPM Ultra 320 SCSI
Network Adapter	Gigabit Ethernet Adapter
Power Supply	Redundant Power Supplies
Operating System	Windows 2008 Server or higher, Standard Edition
<p>Storage Configuration: Drives would be configured with three drives in a single RAID-5 set with the fourth drive as a hot spare. This will provide a total of 140Gb of storage which should be adequate. If additional storage is required, adding more drives is more cost effective than increasing the capacity of all drives.</p> <p>A multiple processor capable server is recommended to provide immediate scale-up potential. The CityView system can be scaled out with the addition of more servers and distributing the CityView components to dedicated servers.</p>	

CityView Management and Application Server Configuration	
Module	Description
Processor	2+ Ghz Dual Core processor (Intel Xeon or AMD Opteron)
Memory	2 - 4 GB
Storage	RAID-1 or RAID-5, Storage requirements < 1Gb
Network Adapter	Gigabit Ethernet Adapter
Power Supply	Redundant Power Supplies
Operating System	Windows 2008 Server or higher, Standard Edition

CityView Portal Server Configuration	
Module	Description
Processor	2 Ghz Dual Core processor (Intel Xeon or AMD Opteron)
Memory	2 GB
Storage3	RAID-1, 2 x 80GB 7200 RPM SATA
Network Adapter	Gigabit Ethernet Adapter
Power Supply	Redundant Power Supplies
Operating System	Windows 2008 Server or higher, Standard Edition
Note this server will require firewall port availability, Port 80 TCP to CityView Management Server, and Port 1433 for communication to SQL Server.	

CityView Test Server Configuration	
Module	Description
Processor	2 Ghz P4 (or equivalent Virtual Machine)
Memory	1 GB
Storage3	80GB 7200 RPM SATA or ATA-133
Network Adapter	Gigabit Ethernet Adapter
Operating System	Windows 2008 Server or higher, Standard Edition

CityView Mobile Configuration
Mobile devices – this is a Web, browser-based interface that can be utilized by a very large array of devices. Please note that for tablets and smartphones, the browsers themselves can have different navigational methods of handling file attachments (Upload and download). Ideally, lower latency works best when handling upload/download of large file attachments with our product. 3G network connectivity is adequate however

Required 3rd Party Components

Aside from Excel, all of the below come as part of CityView, or are downloadable (IIS).

Alternate versions are **not** supported.

✓ Required

✓ Supported

Product	CityView Desktop	CityView Manager	CityView Application Builder	CityView Management Server	CityView Application Server	CityView Portal
Synfusion Essential Studio for .Net 9	✓	✓		✓		
Data Dynamics Active Reports 4.3	✓			✓	✓	
Keyofit RapidSpell 4.6	✓					
TxText Control for .Net 15.1	✓			✓	✓	✓
Microsoft C++ MFC 9.0 (redistributable)		✓				
MSXML 4.0 (redistributable)		✓				
Wintertree Spell Checking Engine 5.14.12.0		✓				
Microsoft MVC 3.0						✓
jQuery 1.3.2						✓
Excel 2003, 2007, 2010 (for exporting Grids, Activity Calendar)	✓					
Windows Presentation Foundation (WPF)	✓					
Silverlight						✓
IIS				✓		✓
IIS 7 (Integrated Mode)				✓		✓
IIS 6				✓		✓
IIS 5.1				✓		✓
IIS 5.0.2195.x with all security patches				✓		x
IIS prior version				x		x

Supported Technologies

Database Support		Microsoft Exchange (for Calendaring)		CityView Mobile, Device Support	
32-Bit	✓	Exchange 2010	✓	Blackberry 8310 or higher	✓
64-Bit	✓	Exchange 2007	✓	iOS 4 or higher (iPhone, iPad, iPod)	✓
Sql Server 2012	✓	Exchange 2003	✓	Android 2.3 or higher	✓
Sql Server 2008 R2	✓	Exchange 2013	✓	Windows phone 7 or higher	✓
Sql Server 2008	✓	Exchange Prior Versions	*	Palm Pre	✓
Sql Server Express 2008	✓			Other devices	?
Sql Server prior versions	*	Email Support		Web Service API	
		SMTP	✓	Soap Toolkit 3.0	✓ ¹
		mailto:	✓	Soap/XML Version 1.2	✓ ^{1,2}
		CDO	*	Office XP Web Services Toolkit	✓ ²
Document Management System Support		CityView Portal Browser Support		CityView Mapping Support	
SharePoint 2010	✓	IE7 to IE11	✓	ArcGIS Server, Standard or Advanced Edition v10.2	✓
HP Trim v7.3	✓	Firefox 4.0 or higher	✓	ArcGIS Server, Standard or Advanced Edition v10.1 with SP2	✓
Laserfiche 9	✓	Chrome 3.0 or higher	✓	ArcGIS Server, Standard or Advanced Edition v10.0	✓
Laserfiche 8.3, 9	✓	Safari v?	✓	ArcGIS Server Standard or Advanced Edition v9.31	✓
Laserfiche Weblink 8.2	✓	Opera v?	✓	ArcGIS Server Basic Edition	*
Fortis 2.4.1	✓	Prior versions, Other browsers	*	ArcGIS Server prior versions	*
Oracle IBPM 7.7 (Stellent)	✓				
Hosted Platforms Support		Payment Processor Support		Virtual Hosting Support	
Terminal Services (Windows2008) 64bit	✓	PayPal's PayFlow Pro v 4.3	✓	Microsoft Hyper-V	✓
Terminal Services (WindowsVista)	✓	PayPal's PayFlow Link v 4.3	✓	Microsoft Virtual Server 2008	✓
Citrix 1.80 and Above	✓	PayGOV	✓	VM Ware	✓
Microsoft Outlook Add-in Support		iTransact	⊗	Bluebeam (Required for Electronic Plans Review)	
Outlook 2010	✓	Moneris eSELECTplus	✓	Revu eXtreme 11	✓ ⁴
Outlook 2013	✓	Harris Payment Gateway	✓ ³	Revu CAD & Standard 11	✓
Outlook prior versions	✓			Revu 10	✓ ⁵

⊗ In testing

? Not tested

⊗ Planned

⁴ Required for users who Prepare and Flatten documents

¹ Supported with Web Services API

² Supported with WebDAV API

³ Using the Harris Gateway – Paymentus, FIS, Point & Play, Mercury Payment Systems, Summation 360, LexisNexis, Collector Solutions (CSI), Invoice Cloud are supported

⁵ Supported but not for Compare Operations

VII. Roles & Responsibilities

Below is a description of the roles and responsibilities of each of the resources in the Project.

Your **CityView project team** is comprised of:

- **Executive Sponsor**
- **Project Manager,**
- **Implementation Specialist,**
- **Trainer,**
- **Infrastructure Analyst,**
- **Data Conversion/Interface Specialist,**
- **Application Development Team,**
- **Quality Assurance Team.**

Executive Sponsor

The Executive Sponsor has the overriding responsibility for the outcome of the project in terms of project success and fiscal responsibility. The Executive Sponsor's responsibilities include:

1. Monitor the progress of the project
2. Empower the CityView Project Manager and the core project team to make decisions
3. Be the senior decision-maker for anything outside the authority of the Project Manager, as well as a senior executive and mediator for escalated issues
4. Support the Project Manager in accomplishing the implementation goals
5. Maintain an active relationship with the Village.

Project Manager

He/she is involved in both the facilitation of the project as well as hands-on work in each project phase to ensure that requirements are met and project deliverables are clearly defined. The responsibilities include:

1. Be the primary point of contact for the Village's Project Manager
2. Ensure successful delivery of CityView's tasks as defined in the Matrix of Roles and Responsibilities
3. Participate, where necessary, in gathering of the business process requirements
4. In coordination with the Village's Project Manager, create the project schedule and keep this schedule up-to-date throughout the project
5. Coordinate the scheduling of tasks for the implementation according to the project schedule
6. Manage the CityView project resources
7. Provide bi-weekly status update to the Village's Project Manager
8. In coordination with the Village's Project Manager, co-conduct the project Kick-off meeting

9. Review and approve CityView's data collection scope documents for Sign-off
10. Seek sign-off on all CityView deliverables and approval documents from the Village's Project Manager
11. In coordination with the Village's Project Manager, manage scope change control and update the project plan when necessary
12. Assist the Village's Project Manager in defining the training and Go-Live plans
13. Support Village in the Go-Live preparation steps
14. Hold review & status meetings with Village's resources
15. Facilitate and provide timely resolutions to issues and concerns as it relates to CityView resources, project issues, etc.

Infrastructure Analyst & Development Environment Manager

The CityView infrastructure analyst (IA) works with the Village to review the Village's hardware and software infrastructure as it pertains to the optimum functioning and performance of CityView. Typically the IA is also our Manager of Support and as such carries responsibilities of managing the customer's hosted development environment, facilitating updates and installs and troubleshooting issues. Responsibilities include:

1. Prepare and distribute the Infrastructure Review Questionnaire to the Village, for collection of appropriate information required to analyze hardware and software infrastructure
2. Handle any questions and seek clarification on any items in ensuring the information received is complete, for the purpose intended
3. Assess the suitability of the infrastructure and deliver the Infrastructure Review report
4. Provide guidance on hardware sizing, third party software, Esri map development and configuration, installation guidelines
5. Coordinate initiation of the Village's hosted Development Environment and manage this throughout the project, including updates and merges
6. Together with the Village's technical administrator, coordinate installs at the client site
7. Prepare the Microsoft ClickOnce package for Desktop installs
8. Deliver the System Administrator Training

Implementation Specialist

The Implementation Specialist (IS) will work closely with the Village through on-site visits, follow up calls, training, and demonstrations in order to define the scope of the configuration effort. The IS configures your CityView environment and prepares the environment for the onsite activities. Typically the IS's also deliver the end-user training and Go-live assistance. Responsibilities include:

1. Provide progress status to the CityView Project Manager
2. Perform the data collection and work with the Village's Subject Matter Experts (SMEs) to understand and collect the business requirements
3. Work with the SMEs in designing the CityView Activities workflows
4. Provide best practices recommendation and solutions where applicable

5. Compile the data collection documents for the scope document
6. Configure the Software based on the scope documents
7. Unit test the configuration
8. Provide configured system to Application Developer Team Lead and QA Team lead for configuration review and testing
9. Provide validation and acceptance testing support
10. Work with the Village's SMEs to log Review and Validation feedback and correct mis-configured items
11. Work closely with the CityView, Developers and QA Lead to answer any business related question that might arise

Trainers

For the Village of Oak Park, the ISs will also be the Trainers as they are qualified as such and they have the best understanding of the Village's configured environment going into the training. Trainers have the following responsibilities:

1. Provide training to the different Village groups as follows:
 - i. Subject Matter Experts
 - ii. Advanced Users
 - iii. End Users
2. Provide electronic copies of training materials where applicable
3. Provide electronic copies of training sessions' agendas
4. Leverage adult learning methodology and teaching techniques while documenting and escalating any concerns to the implementation Project Managers

Data Conversion & Interface Specialist/s

Responsible for analysis, design and testing of the interfaces between CityView and any 3rd party applications or databases. Responsible for the data conversion tasks of Village's data sources. List of responsibilities include:

1. Evaluate interfaces functionality requirements
2. Provide recommendations on interfacing approaches
3. Identify Interfaces issues
4. Perform the analysis of the required interfaces
5. Evaluate a sample data structure provided by Village to which CityView must create an interface
6. Create the design documentation of the required interfaces
7. Manage interfaces' design documents and revise according to Village's review and comments
8. Forward the interfaces' design documents to the CityView Project Manager for review and approval
9. Unit test the interfaces to ensure they meet the specifications outlined in the design documentation

10. Work closely with the CityView Developers to answer any technical related question that might arise
11. Provide training support to the Village's Technical Experts regarding the interfaces
12. Evaluate sample data structure from which CityView will be converting electronic data
13. Provide data conversion analysis with the Village's Data Conversion Expert
14. Provide recommendations on data conversion approaches
15. Provide data conversion mapping review and assistance
16. Identify conversion issues
17. Develop data conversion scripts according to the final mapping documents
18. Perform the preliminary cut data conversion
19. Unit testing the preliminary cut data conversion
20. Modify data conversion scripts based on test results if necessary
21. Perform any other agreed on intermediary cuts of data conversion
22. Setup the production ready cut and briefly unit test the production ready cut data conversion
23. Provide assistance to the Village's Data Conversion Expert in loading the preliminary cut of the converted data and test it
24. Communicate directly with the Village's Data Conversion Expert on any data conversion related issue / question

Application Development Team

Reporting to the CityView Project Manager, the Developers will be responsible for the development of any assigned custom reports or customization requirements. Below is a list of responsibilities to be performed by the Developers:

1. Create in-scope custom reports and unit test them
2. Create in-scope customizations and unit test them
3. Create in-scope interfaces and unit test them
4. Provide customizations and interfaces to the QA Team for unit testing
5. Periodically review the ISs configuration for adherence to best practices and efficiencies and provide guidance and oversight where necessary

Quality Assurance Team

Responsible for testing the quality of your CityView PreBuilts and any customizations and interfaces. They use a combination of automated and manual testing on your environment. Bug Tracker Tools, Unit Testing, and Manual Test Cases are used in a strategic test plan that results in a stable, error free application for delivery. Responsibilities include:

1. Maintain QA environments on the same version as the Village's Development Environment for parallel testing and troubleshooting
2. Log test results, log issues in detail and provide issues logs to Application Development team
3. Provide unit testing as detailed within roles above

4. Provide advice on timing and readiness of version releases.

We envisage the **Village's project team** is comprised of:

- **Executive Sponsor**
- **Steering Committee**
- **Project Manager,**
- **Subject Matter Experts (SMEs),**
- **Data Conversion Expert,**
- **Technical Analysts/Experts,**
- **Database Administrator,**
- **Systems and Network Administrators,**
- **Testers (often the same people as the SMEs),**
- **Application Administrators**
- **End Users.**

Village Executive Sponsor

The Executive Sponsor provides the vision of the project in alignment with the Village's corporate short term and long term goals and objectives. The Executive Sponsor's responsibilities include:

1. Participate on the project Steering Committee
2. Promote the project throughout the Village
3. Monitor the progress of the project
4. Monitor the overall Village impact
5. Empower the Village Project Manager and the core project team to make decisions
6. Make timely decisions
7. Maintain the authority to set priorities, approve overall scope and settle issues / priorities that significantly affect the project and the Village
8. Support the Project Managers in accomplishing the project goals
9. Provide a vision of the Village's goals
10. Maintain an active relationship with CityView Management

Village Steering Committee

Should the Village wish to form a Steering Committee for the project (internal to the Village), the Steering committee typically develops the vision for the project in alignment with the Village's short term and long term goals and objectives. The Steering committee is suggested to be composed of the Village Project Sponsor(s), the Village's Executive Sponsor and the Village's Business Leads. The Steering committee has the following responsibilities:

1. Attend Steering Committee meetings

2. Set priorities
3. Approve scope and scope changes
4. Resolve escalated issues
5. Provide strategic guidance to achieve the define project goals
6. Promote the project throughout the Village
7. Commit the required resources to the project and approve new ones when required
8. Monitor the project progress
9. Monitor the overall Village impact
10. Approve extensions to project timeline or addition of new Village resources to resolve Village -side delays
11. Empower the Village Project Manager and the core project team to make decisions
12. Generate timely decisions
13. Conduct periodic review of project progress
14. Make strategic decisions to manage business and project risks
15. Support both Project Managers to accomplish project goals
16. Have an active relationship with CityView management

Village Project Manager

The Village Project Manager is responsible for the overall Village deliverables and the day-to-day management of the project. This resource is the primary liaison between the CityView Team, the Village's project team and the Steering Committee. Both Project Managers will work together to meet the objectives, address issues, facilitate resolution and participate in active management of the teams. Below is a list of responsibilities to be performed by the Village's Project Manager:

1. Manage all Village resources for project related activities as defined in the Matrix of Roles and Responsibilities
2. Manage the project (budget, timeline, quality, risks, scope, issues, deliverables, etc.) in cooperation with CityView's Project Manager
3. Communicate project status to the Steering Committee, the Executive Sponsor and the project team leveraging updates from CityView's status updates
4. Participate in the Steering Committee meetings
5. Create, maintain, manage and refine the project schedule with all its elements in cooperation with the CityView Project Manager
6. Maintain project standards especially Scope & Status reporting
7. Prepare, organize and co-conduct the project kick-off meetings
8. Manage the delivery and coordination of Village project tasks
9. Manage all project deliverables in coordination with CityView's Project Manager
10. Manage and streamline the issue management process in conjunction with CityView Project Manager
11. Manage project deviations and take necessary corrective actions

12. Participate in gathering of the Village's business process requirements when required
13. Plan, manage and execute the Acceptance Test efforts in coordination with CityView's Project Manager
14. Plan, manage and execute the end user training efforts
15. Provide timely reviews and potential sign-offs on all project deliverables approval documents as presented by the CityView Project Manager
16. Review and accept project milestones
17. Manage the logistical activities of the end user training
 - a. Training facilities
 - b. Students booking
 - c. Scheduling of sessions
 - d. Monitoring and logging the end user attendance
18. Capture the end user feedback
19. Responsible for internal & project communication
20. Provide guidance to project team members
21. Lead the Go-Live preparation planning
22. Participate heavily in the Go-Live preparation tests
23. Must provide Go / No Go Decision throughout the project phases
24. Must be present for Go-Live

Village Subject Matter Experts

The Business Experts own the business process within their functional areas since they perform these day-to-day business processes. These people collectively form the knowledge base of the Village's business process requirements. Such resources will be involved in the Data Collection, as well as approval of the Scope Documentation, completion of the PreBuilt specific data collection workbooks and testing and acceptance of the configured system. They will further verify that the new configured system meets the Village's business requirements as outlined in the Scope Documentation. They will participate in making decisions regarding the business processes and they will help both Project Managers manage the project scope and all the associated deliverables. Below is a list of responsibilities to be performed by the SMEs

1. Attend data collection & validation training sessions
2. Participate in appropriate project team meetings
3. Work with the CityView IS to provide input into the analysis of the business requirements and review the Scope Documentation
4. Work with the CityView IS to review and validate the configuration through review and validation sessions
5. Use appropriate validation test cases based on business scenarios
6. Assist the Village's Data Conversion Expert in data conversion validation & acceptance
7. Assist in the development of user procedures
8. Assist the project team in defining user access levels and privileges
9. Assist the project team in the Go-Live support planning

10. Provide end user post implementation Go-Live support where applicable
11. Assist the Village's Project Manager in problem resolution
12. Support End User Training and documentation preparation
13. Must be present for Go-Live

Village Data Conversion Expert

The Data Conversion Expert will be involved with the CityView Data Conversion Specialist in analyzing, mapping, loading and testing the different cuts of data conversion. This resource must possess a strong knowledge of the existing data sources that will be converted from both the user and database ends of the existing systems that need to be converted. This resource will also learn about the database structure and the integrated tables (from data mapping documents provided by CityView) as this knowledge will help them relate to their existing data sources. This resource will also review and finalize the data mapping documents and will test the data once the preliminary cut is completed by CityView. Below is a list of responsibilities to be performed by the Village's Data Conversion Expert:

1. Act as the primary contact for CityView Data Conversion Specialist
2. Acquire knowledge from the CityView Data Conversion Specialist as analysis & mapping is performed
3. Understand the database structure through knowledge transfer and documentation provided by CityView
4. Provide file layouts, where available, for existing data sources
5. Provide data sources in an agreed to format
6. During the analysis, provide documentation pertaining to the current systems (existing user manuals, etc.) if available
7. Lead the analysis of the existing data sources as they relate to the database
8. Finalize and approve the data mapping documents once prepared and delivered by the CityView Data Conversion Specialist
9. Test and potentially accept the preliminary data conversion cut and any other subsequent data conversion cuts whether performed by CityView or the Village's resources
10. In coordination with the Database Administrator, prepare any other database environments that might be required for data cuts
11. In coordination with the Database Administrator, prepare the production database for the final cut data load
12. Work in conjunction with CityView to identify and possibly resolve conversion issues by directly communicating them to the project team, CityView, users and management
13. Participate in the Go-Live preparation planning
14. Should be present for Go-Live

Village Technical and Advanced (Power) Users

These resources are involved with the CityView resources to learn the report writing tool and system configuration. They *could* assist in these two functions once knowledge transfer is accomplished. Once trained they will have access to the tools to support the end users with any future configuration enhancements to the system. These resources could also work in

conjunction with CityView to lead the interfaces (third party integrations) **analysis, definition and acceptance** testing. Below is a list of responsibilities to be performed by the Village's Technical Experts:

1. Attend required Advanced training sessions (Configuration, Reporter Training)
2. Acquire the necessary knowledge from the CityView resources through training sessions and documentation
3. Participate in the analysis, design and acceptance testing of all interfaces to 3rd party systems (potentially)
4. Should be present for Go-Live
5. Other responsibilities depending on the degree of participation encouraged by the Village

Village Database Administrator

This resource will be responsible for setup and maintenance of the different databases (Testing/ Training and Production) during the initial project phase and for any subsequent requirement. Below is a list of responsibilities to be performed by the Village's Database Administrator:

1. Setup the initial databases in conjunction with CityView resource(s)
2. On-going database configuration, monitoring, tuning and troubleshooting of the database environments
3. Manage production database growth
4. Provide support to the project team during the project implementation as identified in the project schedule
5. Manage the performance of the database
6. Establish and maintain database security and coordinate with application administration the application security levels
7. Include the databases in the normal backup routines and add them to the recovery management plan
8. Coordinate activities with Village network and workstation administrators
9. Manage and execute database installation and upgrade patches
10. Participate in user access rights and privileges planning, definition & testing

Village Systems & Network Administrators

These resources will be required to provide assistance to the CityView project team on an as needed basis. Below is a list of responsibilities to be performed by the Village's Systems & Network Administrators:

1. Prepare servers for initial software setup and configuration
2. Provide setup of servers and provide network connectivity
3. Setup required peripherals for the different environments
4. Provide setup of clients' workstations – deploy ClickOnce package for central deployment of CityView Desktop (not required to touch individual workstations)
5. Setup testing environments as requested by the Village's Project Manager
6. Participate in Go-Live preparation tests

7. Should be present for Go-Live

Village End Users

These users will be trained on the configured PreBUILTs and components. Below is a list of responsibilities to be performed by the Village's End Users:

1. Attend and actively participate in the appropriate training sessions provided by CityView
2. Understand existing business processes as well as the project scope at a reasonable level of detail
3. Have good Windows navigation skills

VIII. Schedule

A draft project plan is attached. The final project plan will be defined by the Project Managers as an initial step in the project.

IX. Project Acceptance

After delivery of the fully configured solution, we expect Village of Oak Park to undertake acceptance testing using self-generated testing scenarios based on samples provided by CityView. Should the testing identify any defects, CityView will provide in-scope fixes at no additional charge in parallel to, or immediately subsequent to, the acceptance testing.

After all fixes deemed essential for go-live are provided and retested, the code will be frozen and deployment will commence. Provided the acceptance criteria have been met, Village of Oak Park will be asked to formally accept the delivered solution for Go-live. Following go-live the CityView project team will work with Village of Oak Park to record any known issues. The project team is responsible for the resolution of these known issues. 30 days after Go Live CityView will request a formal letter of acceptance that substantiates the product has been delivered and is being used successfully in a live, production environment to accept permit applications, generate fees, record fee payments and generate correspondence associated with permit and license processing.

During the first 6 weeks after go-live, the project team will begin to familiarize and transition the project to the Technical Support group. At the end of 6 weeks the Project Manager will arrange a formal hand-off involving Village of Oak Park, the CityView Project Manager and the CityView Support group formalizing the transition of any new defects, bugs and support issues to the Support team.

X. Change Order Management

To ensure timely and effective delivery of the project, the scope will be tightly managed. Project change control procedures will be reviewed with the team at the beginning of the project to ensure that they are clearly understood. This review helps establish a common understanding of the need for project change control and the mechanics for implementing any changes to the scope of the project. Any alterations to the project scope, budget, or schedule will be documented and authorized via the Change Control process.

A Change Control refers to any modification and/or new development deviating from the baseline established in the Statement of Work and Scope Document. It includes changes to the software, database, training, consulting services, or related processes. Each modification (or group of modifications) to the Contract, Statement of Work, or Scope Document must be documented and approved by a Change Control Form. All potential changes are compared against the project baseline in terms of functionality, schedule, cost, upgrade capability, maintainability and resources. Change Control requests can be raised by any member of the CityView or Village of Oak Park Project Teams.

The following steps will be followed with any changes to the baseline system:

- The change control process will begin with a team member identifying a function or design alternative not already identified as part of the baseline system or a function that is part of the baseline but because of design issues may impact cost, schedule, or resources
- The person requesting the change will complete a Change Control Form and forward it to the appropriate Project Manager to determine cost, resources, and schedule impact, and the PM will forward the request on to their counter-part. Once these are determined, approval by the CityView Project Manager and Village of Oak Park Project Manager is required.
- Once approved (or denied), the change request is entered into the change control log and is placed on the agenda of the next Joint PM meeting

Any impact to the cost, schedule and/or resources will be elevated to Village of Oak Park Project Sponsor and CityView Project Manager for their review and approval.



Sample Change Order Document

CHANGE ORDER DESCRIPTION			
Request Date:		Change #:	
Client / Project:			
Requestor:		Created By	
Description of the Requested Change:			
List of attached documents:			
Impact Assessment: Estimated impact to budget, work effort and schedule			
Total Estimated Cost:		Planned Delivery Date:	
Payment Terms:			

CHANGE ORDER APPROVAL			
Comments By:		Date:	
Comments:			
	Print Name	Signature	Date
Client PM:			
Client Executive:			
CityView PM:			
CityView Executive:			

XI. Issues & Problem Resolution

An issue refers to any matter that requires someone to make a decision, and about which no agreement has been reached or can be routinely reached. Typically, issues impede project progress until they are resolved. Change Control items may become issues if they're not dealt with quickly, but Change Control items are specific to the process of authorizing design changes that impact scope, schedule or budget whereas issues can be related to anything about the project that needs to be decided.

The CityView Project Manager will maintain an issue log and will assign responsibility for the resolution of project issues and reports progress to Village of Oak Park Project Manager and the CityView Project Team. Any Project Manager or team member can submit an issue for logging and resolution. Most project issues are expected to be resolved within the overall Project Team. If the issues are not resolved to the satisfaction of the Project Team, they may need to be escalated to the Project Executive Sponsor or appropriate level.

Typical project situations requiring escalation include conflicting resource demands threatening project staffing, group dependencies not being met, scope disagreements and issues with functionality of the project's deliverables nearing release time.

XII Escalation Process:

CityView escalation levels in the order listed below:

1. Project Manager
2. VP, Professional Services
3. Executive Vice President

Village escalation levels in the order listed below:

1. Project Manager
2. Steering Committee
3. Executive Sponsor

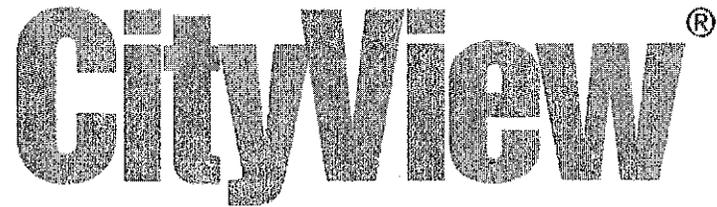
XII. Matrix of Requirements

CityView's RFP response to Attachment B and Attachment D_2014_06_02-permitting-software-worksheets, the matrix of requirements, are provided hereto and attached herein by reference. For the purposes of the work we will complete these remain unchanged, other than as specifically defined below. The following table presents modified responses to those requirements and supersedes the responses of July 16, 2014 for the purposes of the Statement of Work.

Req #	Description of Requirement	Response	Comments
GT.68	The system has the ability to track audit changes throughout the system that creates a log of all records maintained and includes: IP address;	F/C/S	Assuming this is just the Desktop's IP address that needs to be included in the audit log, then that this enhancement to our auditing capabilities is on the CityView product roadmap. (\$2,100 if it is also to include Portal/Mobile users' IP addresses.)
GT.84	The system has the ability to allow authorized users to have access to a log of security activity to determine users that have signed on and off the system, as well as unsuccessful attempts to sign on to the system.	F	
GT.86	The system has the ability to mask fields by user role including but not limited to: Tax numbers/ID;	F	CityView does not have the ability to "hide" (or mask) data in individual fields based on user role; however, this is a roadmap item (the solution would be rules based much like our "required fields" rules.)
GT.236	The system has the ability to customize the information presented on the Executive Information System by group of users.	C/F	We do not currently allow dashboard customizations to be pushed out to other users, although the underlying reports can be pushed out to "everyone". Ongoing enhancements on our product roadmap will result in a reduction in the effort required to make this change. Estimate to provide is therefore \$1,680
IN.156	The system has the ability to provide digital signature capture in the field and credit card processing to allow for field-based license renewal (e.g., plumber with expired license pay fee and	F/N	Signature capture on a mobile device will be provided as a product roadmap item. This is independent of the credit card transactions portion of this requirement. The requirement to provide credit card processing on a mobile device requires further definition before we can comment

	process renewal in field).		on feasibility, options and cost.
CC.15	The system has the ability to limit the number of transactions a citizen can initiate online.	F	Recommend implementation of CAPTCHA. This is being implemented as a deliverable of another CityView project.

Schedule E
CityView BAFO (Best and Final Offer) Response



PERMITTING, LICENSING & INSPECTION SYSTEM REPLACEMENT PROJECT

Revised Pricing Narrative

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PREAMBLE

Our initial proposal provides for a **Full Service** CityView implementation. For our best and final offer, we are pleased to propose an alternative implementation model that reduces costs and will help the Village deal with budget realities as well as reduce the implementation timeframe over our initial proposal. We have also provided additional License discounts.

This implementation model is the culmination of one of the two large initiatives indicated in our answer to narrative question # 12 on page 152 of our proposal response. This initiative, branded internally as "The New Standard," began five months ago at CityView. We set out to incorporate all the learning from the past 6 years of CityView implementations, to arrive at a new product starting point for our implementations; one that begins with a turnkey product that requires much less configuration effort than was the case before. This initiative has facilitated the re-facing of our CityView Configuration tools including a new graphical workflow engine, a new letter generator and letter library, and enhanced data import tools, all of which have consequential benefits for our customers in many other areas too.

The explanation below is a summary of the proposed implementation methodology, and this is accompanied by the attached cost worksheet. We have also detailed several additional cost reduction areas.

SUMMARY OF IMPLEMENTATION METHODOLOGY

Pre-data Collection Review

CityView reviews all materials pertinent to the Village implementation i.e. Statement of Work, Sales hand-off documentation, Village website information (e.g. fee schedules, permit/case/license types, departmental structure), in order to establish an understanding of the customer that will facilitate data collection conversations.

Kick-Off Meeting (remote)

CityView and Oak Park implementation teams meet to set expectations around the project, outline the major tasks, and set a schedule for the subsequent meetings. One of the critical results of this meeting is to set a time to review and flesh out the Customization and Interface requirements with technical resources involved on both sides. Another is to set up the schedule of departmental data collection reviews.

CityView Demonstrations and Data Collection

This phase is used to define the configuration, customization, interfaces and data conversion needs of the project.

The CityView Implementation Specialist(s) provides a series of remote demonstrations of CityView PreBuilts (modules) to Village Subject Matter Experts (SMEs). The purpose of these sessions is to provide the Village with a demonstration of the PreBuilt processes for each department. Each session will be from 2-4 hours, depending on the PreBuilt. Sessions will be held for each of CityView Permits and Inspections (2 sessions, to cater to building, environmental health, public works and fire departments), Planning, Code Enforcement and Business Licensing.

CityView's R&D team will review the Integration and Customization specifications in the Statement of Work. R&D will then prepare a list of questions and clarifications. The project teams will meet to further define the purpose of the customizations and interfaces and the expected result in terms of the end users. This session will include technical resources from the Village, and R&D resources from CityView. The deliverable is a specifications document for Village sign-off.

The CityView team will collect the legacy data and property data sources the Village plans to have converted into CityView. Screen shots of the current system showing all the relevant data as a user would see it will also be required. The CityView team will review the data provided and create a data mapping document for data conversion. This document will then be reviewed with the client and matched with the data that users have available in their current system. Later in the project users will be reviewing and providing feedback on the conversion, when they have the opportunity to see the data in CityView.

CityView will provide the Village with a Configuration Workbook, together with guidance on how to complete the configuration workbook with Village-specific values. A major part of the Configuration of the Villages CityView PreBUILTs is determining what values will be available in the lookup tables. These values include Application Types, Statuses, Construction Types, Violation Codes, Inspection Corrections, etc. The Lookup tables vary from PreBuilt to PreBuilt. It will also include Fee Schedules, Employees and Security, and the Letter Templates the Village will use, as well as the specific settings for workflow steps such as workflow assignments, required dates. This information is collected in the Data Collection Workbook. The workbook and the requirements for completing it will be reviewed in the Data Collection Review session for each department. The Village is provided two weeks to complete the Configuration Workbook.

The above activities have a three week timeframe.

PreBUILTs Configuration, Customizations & Interfaces

CityView Implementation Specialists complete the configuration refinements to the product according to the completed Configuration Workbook. This includes lookup tables, fees, letter templates, workflow assignments and deadlines, checklists, and required email points, as specified in the Data Collection Workbook previously completed by the Village.

CityView R&D completes the in scope customizations and interfaces.

This phase has a 7 week timeframe.

Initial Installation and Iterative System Reviews

CityView Support will provide a test install of the customer's environment on the client site, in order to test hardware and software operation on the customer network. This install is facilitated remotely.

CityView begins a series of three iterative reviews of the refined environment with the Village. In each, the Implementation Specialist walks through the configured system with Village SMEs, identifying the configuration points and documenting detailed feedback from the customer. Feedback and progress on feedback items will be tracked in CityView's Feedback sheets and will be accessible to Village staff. Sessions will be held for each of CityView Permits and Inspections (2 sessions, to cater to building, environmental health, public works and fire departments), Planning, Code Enforcement and Business Licensing. Each session will be 3-4 hours depending on the PreBuilt and department. These reviews are conducted remotely. Subsequent to each review, the Implementation Specialists will complete the in-scope modifications documented from each review. Customizations and interfaces that are integral to completing the workflow for each department will be reviewed during these sessions, as well, although, some interfaces may not be able to be properly tested until they environment is fully deployed and connected on the Village's site. These integrations will be tested during the Interface Testing phase described below.

These sessions have the additional aim of providing the SME's with the confidence to create their applications in CityView independently. The sessions will be partly client-led, with guidance from the CityView Implementation Specialist. The planned duration of this phase is 8 weeks.

Acceptance Testing

CityView provides manuals to the customer to facilitate system navigation for acceptance testing in addition to the training provided to SME's as part of the Review sessions above. The Village is provided an additional 2 weeks for acceptance testing. The deliverable of the acceptance testing is customer sign-off of a production-ready environment on successful completion of all test scripts.

Interface Testing

The final phase before the on-site for End User Training and Go-live is for testing and validating that all the required interfaces are functioning as expected. There is one week set aside for this. Remote sessions will be held with the Implementation Specialist and R&D resources, as required to identify and make corrections.

Installation, End-user Training and Go-live

CityView Support will update the test installation at the customer site with the production-ready database, for end user training.

All users will be involved in between 2 and 6 days of End User Training, depending on the PreBuilt and the number of add-ons involved. The training will be taught in concurrent sessions by two Implementation Specialists in order to reduce the time from when the first users are trained and their actual use of CityView at go-live. This will be followed by 5 days of onsite, Go-live facilitation. Total training and go live facilitation days provided for is thirty days (30).

LICENSING COSTS

Further to the 20% license discount provided for in our original proposal, CityView is pleased to offer the following modules at no or reduced charge to the Village. This is contingent on purchase of all modules in the proposal:

CityView Server - no charge (value \$7,500 + \$1,650 maintenance)

CityView Electronic Plans Review – 50% discount for software and maintenance (value \$10,000 plus \$2,200 maintenance)

CityView Application Builder - no charge (value \$7,500 + \$1,650 maintenance)

CUSTOMIZATIONS AND INTERFACES COSTS

GT.68, GT.84 – capturing IP address with audit records, logging log-on attempts and log of users. A significant portion of these enhancements are on the CityView roadmap; we are therefore able to reduce the cost from a total of \$8,400 to \$2,100.

GT.189, GT.206, GT.209 – Papervision EDMS integration in the office, on the Web and including deep searching. Costs for these interfaces totaled, collectively, \$21,840. The Village has indicated it may be looking to change Document Management System vendors. Should the Village change to one of those already supported by CityView, these costs will be reduced. We have not reflected a reduction at this point, but note this information for consideration.

GT.236 – pushing Dashboard settings to other users. A portion of these enhancements are on the CityView roadmap; we are therefore able to reduce the cost from a total of \$5,040 to \$1,680.

IN.156 – signature capture on mobile devices. This is on the roadmap for development by CityView R&D. We have removed these costs and propose the Village waits until this is development as a CityView enhancement. The second part of this requirement was regarding fee payment in the field. As mentioned in our response, more information is required in order to provide an estimate.

CC.15 – our proposal recommended the implementation of CAPTCHA. While this does not literally limit the number of transactions a citizen can make, we assumed the requirement was to safeguard data entry to ensure it is made by a human rather than a machine. We are in the final process of contracting with an existing CityView customer to implement CAPTCHA, hence this cost can be removed from the Oak Park proposal.

VILLAGE AND VENDOR TEAM HOURS

As mentioned previously, the revised implementation methodology we are proposing requires less time involvement from both the Village and Vendor staff, hence the reduction in these team hours.

Schedule F
CityView Proposal Response

Please See Village Clerk for Full Copy of Schedule F

Schedule G
Village Request for Proposal

Please See Village Clerk for Full Copy of Schedule G

Schedule H
CityView Equal Employment Opportunity

M/W/DBE STATUS AND EEO REPORT

Failure to respond truthfully to any questions on this form, failure to complete the form or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Bid. For assistance in completing this form, contact the Department of Public Works at 708-358-5700.

1. Consultant Name: _____

2. Check here if your firm is:

- Minority Business Enterprise (MBE) (A firm that is at least 51% owned, managed and controlled by a Minority.)
- Women's Business Enterprise (WBE) (A firm that is at least 51% owned, managed and controlled by a Woman.)
- Owned by a person with a disability (DBE) (A firm that is at least 51% owned by a person with a disability)
- None of the above

[Submit copies of any W/W/DBE certifications]

3. What is the size of the firm's current stable work force?

_____ Number of full-time employees

_____ Number of part-time employees

4. Similar information will be requested of all subConsultants working on this agreement. Forms will be furnished to the lowest responsible Consultant with the notice of agreement award, and these forms must be completed and submitted to the Village before the execution of the agreement by the Village.

Signature: _____

Date: _____

EEO REPORT

Please fill out this form completely. Failure to respond truthfully to any questions on this form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this proposal. An incomplete form will disqualify your proposal. For assistance in completing this form, contact the Purchasing Department at 708-358-5473.

An EEO-1 Report may be submitted in lieu of this report _____

Job Categories	Total Employees	Total Males	Total Females	Males				Females				Total Minorities		
				Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander			
Officials & Managers														
Professionals														
Technicians														
Sales Workers														
Office & Clerical														
Semi-Skilled														
Laborers														
Service Workers														
TOTAL														
Management Trainees														
Apprentices														

This completed and notarized report must accompany your Proposal. It should be attached to your Affidavit of Compliance. Failure to include it with your Proposal will be disqualify you from consideration.

_____ being first duly sworn, deposes and says that he/she is the _____ (Title of Officer)

of _____ and that the above EEO Report information is true and accurate and is submitted with the intent that it

be relied upon. Subscribed and sworn to before me this _____ day of _____, 2014.

(Signature)

(Date)