

070406

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda

Resolution or Ordinance (Blue) _____
Waiver of First Requested
Recommendations of Boards, Commissions & Committees (Green) _____
Other Business (Pink) _____

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: William T. Lichter, Village Manager

DATE: June 11, 2007 (COW)(B of T) June 21, 2007

TITLE: A Motion Authorizing the Execution of an Agreement with SungardHTB for Enterprise Computer Software Purchase, Installation and Training.

SUBMITTED BY: Larry McGhinis I.T. Manager

BACKGROUND/POLICY IMPLICATIONS:

See memo attached.

Review (as necessary):

Village Attorney X _____
Finance Director X *William T. Lichter*
Village Manager X *William T. Lichter*

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon.

Wednesday, prior to the Agenda Distribution.



To: William Lichter
Village Manager

From: Larry McGinnis
I.T. Manager

Date: June 11, 2007

Subject: SungardHTE Enterprise Computer Software Purchase

The I.T. Division, in coordination with all Village departments is always reviewing technology enhancements that will provide more productivity and efficiency within the Village. In addition, we are looking to expand our involvement with providing citizens with information 24 hours a day, seven days a week. An integrated enterprise computer software system such as SungardHTE provides this capability.

During the Finance Department's budget presentation to the Village Board on December 4, 2006 and at previous budget presentations, Finance Director Len Flood has provided information on technology enhancements that the Village should seriously consider to make our information systems more resident and business friendly.

I have provided a brief summary of those technologies being requested this year. Full descriptions of the applications were presented during the department budget hearings. I do have full descriptions of each application if needed. All of these modules are included in the FYE2008 budget.

Human Resources Integrated System (HRIS) is a feature rich application: Human Resources – A comprehensive profile for each employee within an organization, including attendance, leaves of absence, certifications, test scores, and photographs.

Click2Gov for Applicants allows applicants to log on to your organization's web server and apply for open job positions.

Click2Gov for Employee Self Service – Web-based system that frees up Payroll and Human Resources staff by permitting employees to view and change personal data online based on the proper security access.

GIS - LookingGlass Address is a bi-directional Geographic Information System (GIS) software application that allows map-based management of the SunGardHTE Land/Parcel Management information.

GIS - LookingGlass Web (internal use only) is an ActiveXconnector to ArcIMS that allows for the inclusion of a sophisticated tool set that includes layer configuration, maptips, custom queries, scale printing, print template design, map mark-up, buffer and layer on layer selection, and Crystal Reports designer and viewer.

Click2Gov for Customer Information System offers Lombard citizens comprehensive, up-to-date account information, billing history, and service and consumption summaries over the Internet. The use of the OnePoint module allows customers to be able to pay their utility bills on line with a credit card.

Click2Gov for Citizen Survey enables citizens to submit opinions and concerns about current issues to municipal officials via the Internet.

IT and the Finance Department recommend a contract be awarded to SunGardHTE in an amount not to exceed \$ 115,027.00 for enterprise software licensing, installation, training and first year support costs. Budgeted amount is \$135,120.00.

SUNGARD® PUBLIC SECTOR
HTE

SUPPLEMENT TO H.T.E., INC. SOFTWARE LICENSE AND SERVICES AGREEMENT
BY AND BETWEEN SUNGARD HTE INC. AND VILLAGE OF LOMBARD, IL
SCHEDULE A-PRICING AND PAYMENT SCHEDULE
CONTRACT NO. LOMB-070734

This Supplement is to the H.T.E., Inc. Software License and Services Agreement (Agreement) dated March 31, 1995, between Sungard HTE Inc. (HTE) and Village of Lombard, IL (Customer). Unless otherwise stated below, all terms and conditions as stated in the Agreement shall remain in effect.

Designated Machine
Use of the Licensed Program(s) provided in this Supplement on platforms other than specified below, without written permission from HTE, may be subject to an upgrade charge.

Type: _____ Model: _____ Serial Number _____
Operating System: _____ Tape Drive: _____

Sungard HTE Licensed Programs	License Fees	No. Days of Training	Training Fees	Installation Fees	Annual Support
Human Resources - HR	\$ 12,500.00	5	\$ 6,000.00		\$ 2,500.00
QRep Catalogs (HR) - CJ	Included in HR				300.00
Chk2Gov Core Module - K1	6,385.00			\$ 3,000.00	1,280.00
Chk2Gov CIS Module - K2	11,555.00			1,800.00	2,320.00
OnePoint C2G Credit Card Payment Activation for CX - K4				1,900.00	-
Chk2Gov BSS (Employee Self Service) - K1	9,180.00			1,800.00	1,835.00
Chk2Gov Applicants - KA	9,180.00			1,800.00	1,835.00
Chk2Gov CSS (Citizen Survey System) - KG	3,980.00			1,800.00	795.00
QRep Catalogs (K1) - CJ	800.00				300.00
DC-Verisign Global Digital Certificate	1,200.00				
Sub-Totals	\$ 54,780.00	5	\$ 6,000.00	\$ 12,100.00	\$ 11,165.00
Discount	(6,758.00)				
Sungard HTE Licensed Program Totals	\$ 48,022.00	5	\$ 6,000.00	\$ 12,100.00	\$ 11,165.00

Third Party Applications	License Fees	No. Days of Training	Training Fees	Annual Support
Looking Class Web (20 users) - LW	\$ 15,000.00	3	\$ 3,600.00	\$ 3,150.00
Looking Class Address - LC	9,000.00	3	3,600.00	1,890.00
Qrep Administrator for HR - CG	No Charge			300.00
Third Party Applications Total	\$ 24,000.00	6	\$ 7,200.00	\$ 5,340.00

Payment Schedule*	Total Contract	Due Upon Contract Execution	Due As Incurred/ Delivered/ Otherwise Noted
License Fees	\$ 48,022.00	\$ 48,022.00	
Training Fees	6,000.00		\$ 6,000.00
Installation Fees	12,100.00		12,100.00
Project Management	1,200.00	1,200.00	
Annual Support	11,165.00		11,165.00
Third Party License Fees	24,000.00	24,000.00	
Third Party Training Fees	7,200.00		7,200.00
Third Party Annual Support	5,340.00		5,340.00
Grand Total	\$ 115,027.00	\$ 73,222.00	\$ 25,300.00
			\$ 16,505.00

APPLICABLE TAXES ARE NOT INCLUDED IN THIS SCHEDULE, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER.

***Payments:**
THE AMOUNTS NOTED ABOVE SHALL BE PAYABLE AS FOLLOWS:

License Fees: Upon execution of this Supplement.

Training Fees: On invoice, as incurred.

Installation Fees: On invoice; upon completion.

Project Management Fees: Upon execution of this Supplement

Support Fees: Prior to the commencement of the initial term of support. Support fees for subsequent terms of support will be due prior to the start of that term at the then prevailing rate. Rates for subsequent years of support service are subject to change.

Third Party License Fees: Upon execution of this Supplement.

Third Party Training Fees: On invoice, as incurred.

Third Party Support Fees: Prior to the commencement of the initial term of support. Support fees for subsequent terms of support will be due prior to the start of that term at the then prevailing rate. Rates for subsequent years of support service are subject to change.

Travel and Living Expenses: Travel and living expenses are in addition to the prices quoted above and will be invoiced as incurred and shall be governed by the HTE Corporate Travel and Expense Reimbursement Policy.

HTE Support Services
The initial term of HTE support services shall commence one hundred twenty (120) days after the Delivery Date of the Licensed Program(s), and extend for a twelve (12) month term. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the initial support period. Support Services do not include maintenance on modifications made to the Licensed Program(s) at Customer's request. "Delivery Date" shall mean the date HTE delivers, F.O.B. HTE's offices, the Licensed Program(s) to Customer. The date of such delivery shall be referred to as the "Delivery Date." For services, the "Delivery Date" refers to the date services are performed.

Third Party Support Services
The initial term of Third Party application support services shall commence one hundred twenty (120) days after the Delivery Date of the Third Party application(s), and extend for a twelve (12) month term. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the initial support period.

Click2Gov Conditions
Customer agrees to meet the requirements of the HTE Click2Gov Hardware/Software recommendations attached. Click2Gov Licensed Programs do not include source code and are not applicable for Modification Retrofit. VeriSign 128 Bit Digital Certificate requires annual renewal with VeriSign, Inc.

Testing and Acceptance
There is no Testing and Acceptance period on the Licensed Program(s) herein.

Warranty
The Warranty as defined in the Agreement shall be for a period of one hundred twenty (120) days following Delivery Date.

Application Training
Listed above are the numbers of days of training for the Licensed Program(s) listed. Additional application training, if requested by the Customer, can be provided upon request at the standard billing rate in effect at that time. Any fee quoted does not include travel and living expenses.

Project Management
Project Management fees will be invoiced in the amounts and under the terms stated above. A mutually agreeable work plan will be created by the HTE Project Manager and the Customer. Additional Project Management, if requested by Customer, will be invoiced at the standard billing rate in effect at that time. Any fee quoted does not include travel and living expenses.

Scheduled Resource Changes
Customer acknowledges that HTE makes every effort to schedule training and project management sessions sufficiently in advance to make effective use of HTE's personnel and to obtain favorable prices for travel and living. Accordingly, the following cancellation charges apply to training and on-site project management sessions canceled at the request of Customer: Cancellation within seven (7) days of start date, Customer pays fifty percent (50%) of the total price for the training or on-site project management; cancellation within three (3) days of start date, Customer is responsible for entire price of the training or on-site project management. In addition to the foregoing, Customer shall be obligated to reimburse HTE for any non-refundable expenses incurred by HTE for travel expenses. Notwithstanding the above, HTE will endeavor to reschedule HTE personnel in order to mitigate Customer's costs and expenses under this paragraph. To the extent HTE is successful in such rescheduling, Customer's payment obligations shall be reduced.

Third Party Software and Hardware
Unless otherwise provided for herein, warranty, modification retrofit and maintenance offerings by HTE for its Licensed Program(s) do not apply to any third party hardware or third party software supplied under this Supplement. HTE does not make any warranties nor provide any source code for any non-HTE products unless otherwise provided herein. The return and refund policy of each individual third party hardware or third party software supplier shall prevail unless otherwise provided herein.

Source Code Escrow
Unless otherwise provided herein, the Licensed Program(s) are provided in and may be used in machine-readable object code form only. HTE offers the Customer, through a third party escrow agent, a Source Code Escrow Agreement that provides for release of the source code version of the Licensed Program(s) from escrow upon the occurrence of certain release events, such as HTE's failure to provide required maintenance services as agreed.

Limitation of Liability Additional Provision

In addition to the provisions of Section XI of the Agreement, the following shall be added: In no event, however, will HTE be liable for any consequential damages, including lost profits, savings or reproduction costs, even if HTE has been advised of their possibility.

HTE's liability for damages to the Customer for any cause whatsoever under this Supplement, regardless of the form of action, is limited to the total amount of fees paid by Customer under this Supplement for HTE Licensed Program(s) and services, not including any fees associated with HTE project management and related out-of-pocket expenses.

Publication

HTE reserves the right to publish certain information regarding this Supplement. Publication may include, but shall not be limited to, using Customer's name in a press release announcing this Supplement and listing Customer's name on HTE's complete customer listing that is made available to other HTE customers and potential customers.

Reprinted Terms and Conditions

Reprinted conditions and all other terms, not included in this Supplement or in the Agreement, on any purchase order or other document submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Agreement, and if applicable, this Supplement and the Hardware Purchase Agreement if applicable, shall control unless expressly accepted by HTE in writing to the Customer.

Non-Hiring Statement

During the term of this Supplement and for a period of twenty-four (24) months after the termination of this Supplement, the Customer may not offer to hire or in any way employ or compensate any of the employees of HTE or persons who have been employed by HTE within the immediate past twenty-four (24) months without prior consent of HTE.

Dispute Resolution

Prior to either party commencing any legal action under this Supplement, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other. Each party hereto agrees to submit to the personal jurisdiction and venue of the state and/or federal courts in or for DuPage County, Illinois for resolution of all disputes in connection with this Supplement.

The terms and conditions contained in this Supplement, including the prices, will be honored as set forth herein, provided this Supplement is fully executed by June 30, 2007.

Customer warrants that the amounts to be paid hereunder will be paid out of appropriated funds and are not part of a financing arrangement with any third party.

VILLAGE OF LOMBARD, IL

Authorized Signature

Print Name & Title

Date

Authorized Signature

RONALD E. GOODROW
Executive Vice President

Print Name & Title

June 8, 2007
Date

SUNGARD HTE INC.