

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

TO: PRESIDENT AND BOARD OF TRUSTEES  
FROM: Scott R. Niehaus, Village Manager  
DATE: March 27, 2018 BOT Date: April 5, 2018  
TITLE: Waiver of Bids – Online Solutions LLC for Building Permit Software  
SUBMITTED BY: William J. Heniff, Department of Community Development *WJH*

**RESULTS:**

Date Bids Were Published \_\_\_\_\_ Bidding Closed \_\_\_\_\_  
Total Number of Bids Received \_\_\_\_\_  
Total Number of Bidders Meeting Specifications \_\_\_\_\_  
Bid Security Required \_\_\_\_\_ Yes \_\_\_\_\_ No  
Performance Bond Required \_\_\_\_\_ Yes \_\_\_\_\_ No  
Were any Bids Withdrawn \_\_\_\_\_ Yes \_\_\_\_\_ No  
Explanation:  
Waiver of Bids Requested? \_\_\_\_\_ X Yes \_\_\_\_\_ No  
If yes, explain:  
Award Recommended to Lowest Responsible Bidder? \_\_\_\_\_ Yes \_\_\_\_\_ No  
If no, explain:

**FISCAL IMPACT/FUNDING SOURCE:**

Budget Estimate: \$60,000 for 2018 plus \$30,000 annually there after  
Amount of Award \$60,000  
Account #640.840.840.73910

**BACKGROUND/RECOMMENDATION:**

Waive bids and authorize the signature of the Village Manager on an agreement for an electronic building permit software service at a cost of \$60,000 in 2018 and an annual maintenance upgrade cost of \$30,000 annually

Has Recommended Bidder Worked for Village Previously \_\_\_\_\_ Yes X No  
If yes, was quality of work acceptable \_\_\_\_\_ Yes \_\_\_\_\_ No  
Was item bid in accordance with Public Act 95-1295? \_\_\_\_\_ Yes \_\_\_\_\_ No  
Waiver of bids – Public Act 85-1295 does not apply X Yes


**REVIEW (AS NECESSARY):**

Village Attorney X \_\_\_\_\_ Date \_\_\_\_\_  
Finance Director X \_\_\_\_\_ Date \_\_\_\_\_  
Village Manager X \_\_\_\_\_ Date \_\_\_\_\_



## MEMORANDUM

**TO:** Scott R. Niehaus, Village Manager

**FROM:** William J. Heniff, AICP, Director of Community Development 

**MEETING DATE:** April 5, 2018

**SUBJECT:** **CitizenServe Building Permit Software Program**

As part of past ECDC and BOBA discussions and the Village Board's annual budget process, the Community Development Department staff has undertaken a review of software programs that can meet the desired goals expressed by the public and the development community. The purpose of this effort is to identify, purchase and implement a new software permit and code enforcement system within the next calendar year.

The Village's software review was based upon several internal and external factors:

1. The Village was informed that the existing software program, New World Systems (NWS), was being discontinued and new update and enhancements would no longer be made to the program. Patches to the existing program would still be made and they would continue to support the existing software at the current time.
2. While the program is quite proficient in meeting Finance Department needs, the software program did not have full processing enhancements. Larger goals expressed through ECDC, BOBA and the public is to advance technology, but constrained by existing software, manual processes and lack of research and development time as the status quo is no longer meeting expectations.
3. NWS does not provide for on-line permit submittal and tracking and has resulted in the following system deficiencies:
  - Requires levels of manual tracking of electronic permits
  - Limited availability and scope
  - Does not meet increasing public demand for 24/7 engagement
  - Scanning, change orders and inspection elements are limited

A departmental goal is to provide on-line permit submittal, electronic plan review an on-line permit issuance. Within 2018 budget, a Technology Reserve request for \$307,480 was initially sought to select vendor to provide and implement a software program which



meets public and contractor submittal and approval needs. Staff reviewed several programs to find one that can best meet our needs in a cost-effective manner. Through this analysis, CitizenServe has been identified as the preferred software program.

Attached are three documents for reference:

1. An overview of the CitizenServe Software;
2. A table noting the costs for various programs that were reviewed by staff; and
3. The Serve Agreement with Online Solutions LLC.

#### **ACTIONS TO DATE**

Staff brought this matter to BOBA at their January 31, 2018 meeting and they unanimously recommended that the Village proceed with the purchase of the CitizenServe software. Their recommendation was based upon the desirability of the package from a contractor and professional user perspective. The ECDC also unanimously recommended approval of the purchase at their February 12, 2018 meeting. Village Counsel has also reviewed the Agreement and finds it acceptable.

#### **ACTION REQUESTED**

Please place this item on the April 5, 2018 Village Board agenda for consideration and approval. The ECDC and BOBA recommend that the Village authorize the signature of the Village Manager on a Service Agreement with Online Solutions LLC on an electronic building permit software service at a cost of \$60,000 in 2018 and an annual maintenance/upgrade cost of \$30,000 annually. Staff also requests a Waiver of Bids.

# COMMUNITY DEVELOPMENT SOFTWARE REVIEW

## OVERVIEW

### Project Background and Description

The Community Development Department currently uses New World Software. New World was chosen partly to have all departments on the same program to aid in information sharing, etc.. While this made sense when the decision was made, software and the technology surrounding its use has changes very quickly. The Village has also realized there is no one company that meets the needs of all departments

A complete review including product live demonstrations, remote demonstrations, site visits, and attendance at a permit technology trade show took place. Live and remote software demonstrations were attended by various employees from the Community Development Department as well as the Clerk's Office, the Finance Department, IT, and Fire Prevention.

### Project Scope

The Community Development Department set out to find Community Development software that was developed with the needs of a modern Community Development Department. This would be a direct replacement of the current New World module currently used to include, permits, Code Enforcement, Planning, and Licensing

### Deliverables

- All permits to be available online for all customers
- All licenses and registrations to be available to be applied for and renewed online
- All permits to be able to be completely submitted, reviewed, and approved digitally (No paper)
- Completely new customer online portal that requires no training for most customers
- Report a Concern to be directly connected to the new software to avoid transferring of data from one program to another
- Financials from new CD software to tie directly (automated) with existing New World software to remain in use by the Finance Department

### Affected Parties

This software replacement will affect the complete Community Development Department, the Fire Prevention Bureau (permit review process), the Clerks' Office as it relates to Licensing, the Finance Department to assist with the financial tie in, and Public Works as it relates to plan review.

### Affected Business Processes or Systems

While initially the processes will be similar to current practice, much will change over the next couple years to come as paperless permits is utilized by the public. Many processes currently used by staff are based around paper forms, data entry, reports to track permits/projects, and physical meetings (both internally and with the public). Also, two of the four software vendors are cloud based, so no physical servers to maintain on site for the Village of Lombard. Lastly, all documents including the plan sets, GIS, etc. will be housed in the CD software itself rather than through Optiview as is currently done.

## **Specific Exclusions from Scope**

The current scope specifically did not include any software review for software used by other departments (other than Public Works, Fire, and Clerk's Office as they relate to permits and licenses, and Finance as it relates to tying the financials together). Compatibility with current software programs has been vetted as well as ways to share information department to department.

## **Implementation Plan**

Following a staff and Village Manager review and recommendation, the chosen product and project scope would be brought to the Board of Building Appeals for a presentation to seek comments and a recommendation, to the Economic and Community Development Committee for a presentation to seek comments and a recommendation, possibly the Finance Committee for a presentation to seek comments and a recommendation, and finally the Village Board of Trustees to seek an approval prior to early Spring 2018.

Following the review and approval process, the contract would be signed, current data migrated over the Spring and Summer of 2018, staff training in Fall of 2018, public testing in late fall of 2018, start accepting digital permits in early Winter of 2019, full public announcement and unveiling in early Spring of 2019 with all permits available online digitally.

If the choice is made to choose Citizenserve, Lombard has a roadmap as Mt. Prospect Illinois switched from New World to Citizenserve earlier in 2017 and has already converted data, trained, and is staged for a full rollout of Citizenserve. Mt. Prospect is a similar Village that has worked closely with Lombard to share information throughout the process of reviewing software companies.



## Community Development Software Comparison

CD Software Product	First Year	Annual Cost Every Year After	(First Year + 4 Annuals After) Total Cost After 5 Years
<b>TYLER/NEW WORLD/CURRENT VENDOR DO NOTHING</b>			
<ul style="list-style-type: none"> <li>• Not Cloud Based</li> <li>• Less than 10% permits available online. No ability to submit digital plans.</li> <li>• Report a concern not tied to software.</li> <li>• Unreliable Product</li> </ul>	\$ 27,500	\$ 27,500	\$ 137,500
<b>CITIZENSERVE</b>			
<ul style="list-style-type: none"> <li>• Cloud Based</li> <li>• 100% of permits available online</li> <li>• Report A Concern Tied To Software Directly</li> </ul>	\$ 60,000	\$ 30,000	\$ 180,000
<b>BS&amp;A</b>			
<ul style="list-style-type: none"> <li>• Not Cloud Based</li> <li>• 100% Permits available Online</li> </ul>	\$ 188,935	\$ 17,410	\$ 206,345
<b>SMARTGOV</b>			
<ul style="list-style-type: none"> <li>• Not Cloud Based</li> <li>• 100% Permits available Online</li> <li>• Includes advanced integrated plan review that would eliminate need for Blue Beam</li> <li>• Proven track record of 100% paperless permits at many municipalities</li> </ul>	\$ 124,371	\$ 35,946	\$ 268,155
<b>TYLER/ENERGOV</b>			
<ul style="list-style-type: none"> <li>• Not Cloud Based</li> <li>• 100% of permits available online</li> <li>• Easy conversion and tie to existing New World (Finance Keeping) since EngerGov and New World owned by same parent company (Tyler)</li> <li>• Also proven track record of paperless permits</li> </ul>	\$ 188,840	\$ 24,000 Travel	\$ 324,280

## SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the "Agreement") between Online Solutions LLC. ("CitizenServe") with its principal place of business 1101 East Warner, Suite 160, Tempe, Arizona 85284 and the Village of Lombard, Illinois ("Customer") with its principal place of business at 255 E. Wilson Ave., Lombard, IL 60148 is made effective as of April 5, 2018.

### **1. ONLINE SOLUTIONS DELIVERY OF SERVICES:**

CitizenServe grants to Customer a non-exclusive, non-transferable, limited subscription to access and use the CitizenServe software service on the Authorized Website(s) identified in the CitizenServe Order Form in consideration of the fees and terms described in the CitizenServe Order Form, which is incorporated herein by reference.

The subscription will begin on the date specified in the order form which is the date CitizenServe will begin providing services. On this date CitizenServe's responsibilities begin regarding providing support services, infrastructure, backing up data, performing setup and configuration. Implementation and "go live" timelines vary based on the availability and responsiveness of Customer's personnel and on the Customer's priorities and objectives. CitizenServe and Customer agree that they will work collectively on a best efforts basis to achieve a satisfactory migration from legacy systems and to achieve the Customers implementation objectives.

This Service Agreement shall commence on March 1, 2018, remain in effect for a period of (1) year, unless terminated, canceled or extended as otherwise provided herein. Customer shall have the right, at its sole option, to renew the Service Agreement by paying the invoice submitted by CitizenServe to Customer for the renewal period. In the event that Customer exercises such rights, all terms, conditions and provisions of the original Service Agreement shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions that will be detailed in the renewal invoice.

Software Service: a service provided by the CitizenServe software application running online and making its facilities available to users over the Internet via an HTML interface.

### **2. CUSTOMER RESPONSIBILITIES:**

Customer acknowledges it is receiving only a limited subscription to use the Software Service and related documentation, if any, and shall obtain no title, ownership nor any other rights in or to the Software Service and related documentation, all of which title and rights shall remain with CitizenServe. In addition, Customer agrees that this subscription is limited to applications for its own use and may not lease or rent the Software Service nor offer its use for others. All Customer data is owned by the Customer.

### **3. SERVICE LEVELS:**

CitizenServe will use commercially reasonable efforts to backup and keep the Software Service in operation consistent with applicable industry standards and will respond to customers' requests for support during normal business hours.

CITIZENSERVE WARRANTS THAT THE SERVICES ARE SUITABLE FOR THE PURPOSE FOR WHICH THE SERVICES ARE MARKETED AND SOLD, BASED ON REASONABLE INDUSTRY STANDARDS.

### **4. TERMINATION:**

Either party may terminate this agreement for cause if the terminating party gives the other party thirty (30) day's written notice prior to termination. Should Customer terminate without cause after the first date of the term as defined in the CitizenServe Order Form, Customer must pay the balance of the current contracted term and this payment obligation will immediately become due. CitizenServe may terminate services if payments are not received



by CitizenServe as specified in the CitizenServe Order Form and CitizenServe has given Customer 30 day's written notice to cure any failure to pay

In the event that the Customer terminates the Agreement for cause, Customer shall be relieved of any further payment obligations under this Agreement.

Upon any termination, CitizenServe will discontinue Software Services under this agreement; CitizenServe will provide Customer with an electronic copy of all of Customer's data; and, provisions of this Agreement regarding Ownership, Liability, Confidentiality and Miscellaneous will continue to survive.

**5. INDEMNIFICATION:**

Customer agrees to indemnify, defend and hold CitizenServe harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the Customer's use of the Software Services or breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of CitizenServe, or their respective employees, agents or independent contractors.

CitizenServe agrees to indemnify, defend and hold Customer harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of CitizenServe, its employees or agents, or CitizenServe's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Customer, its employees, agents or independent contractors.

**6. INTELLECTUAL PROPERTY INDEMNITY:**

CitizenServe shall defend and indemnify Customer against all loss, liability, damages or expense (including reasonable attorneys' fees, expert witness fees and costs) arising out of any claim brought by a third party that the Software Services and any related software infringes upon the intellectual property rights of the third-party. CitizenServe will pay any costs, damages, reasonable attorneys' fees and expert witness fees attributable to any such action. If Customer's use of the Software Services or any related software is, or in Customer's opinion is likely to be, enjoined due to any type of claim covered by this paragraph, then CitizenServe shall, at its sole cost and expense, procure for Customer the right to continue using the Software Services and related software under the terms of this Agreement.

**7. ACCEPTABLE USE:**

Customer represents and warrants that the Software Services will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, policies, terms and procedures.

CitizenServe may, upon misuse of the Software Services, request Customer to terminate access to any individual and Customer agrees to promptly comply with such request unless such misuse is corrected.



**8. CONFIDENTIALITY:**

Each party hereby agrees to maintain the confidentiality of the other party's proprietary materials and information, including but not limited to, all information, knowledge or data not generally available to the public which is acquired in connection with this Agreement, unless disclosure is required by law. Each party hereby agrees not to copy, duplicate, or transcribe any confidential documents of the other party except as required in connection with their performance under this Agreement. Customer acknowledges that the Software Services contain valuable trade secrets, which are the sole property of CitizenServe, and Customer agrees to use reasonable care to prevent other parties from learning of these trade secrets or have unauthorized access to the Software Services. CitizenServe will use reasonable efforts to insure that any CitizenServe contractors maintain the confidentiality of proprietary materials and information.


In the event that the Customer has in its possession and receives a request under the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.), or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the Customer shall notify Grantee of such request and cooperate with Grantee in opposing such request. Grantee shall indemnify and defend the Customer from and against any claims arising from the Customer's opposition to disclosure of any information Grantee designates as proprietary or confidential, which indemnification obligation shall include payment of the Customer's costs including reasonable attorney's fees. Compliance by the Customer with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois Freedom of Information Act, 5 ILCS 140/1, et seq., or with a decision or order of a court with jurisdiction over the Customer, shall not be a violation of this Section.

**9. MISCELLANEOUS PROVISIONS:**

- A. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois.
- B. CitizenServe may not assign its rights and obligations under this Agreement, in whole or part, without prior written consent of Customer, which consent will not be unreasonably withheld.
- C. All judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, DuPage County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.

**10. ACCEPTANCE:**

Authorized representatives of Customer and CitizenServe have read the foregoing and all documents incorporated therein and agree and accept such terms effective as of the date first written above.

<b>Customer:</b>	<b>Village of Lombard</b>		<b>Online Solutions, LLC</b>
Date:	_____	Date:	03/22/2018
Signature:	_____	Signature:	 _____
Print Name:	_____	Print Name:	Jim Garvey
Title:	_____	Title:	Manager



# Order Form

**Account Name:** Lombard, IL

**Contact Information:**

Keith Steiskal  
Building Official  
Village of Lombard  
255 E. Wilson Ave.  
Lombard, IL 60148  
Email: steiskalk@villageoflombard.org  
Phone: (630) 620-5763

**Billing Information:**

Jamie Cunningham  
Assistance Director of the Finance Department  
Village of Lombard  
255 E. Wilson Ave.  
Lombard, IL 60148  
Email: cunninghamj@villageoflombard.org  
Phone: 630-620-5910

**Contact Term:**

Billing Cycle: Annual  
Billing Schedule: Upon Contract Signing  
Service Term Starts: 03/01/2018  
Service Term Ends: 02/28/2019

**Components to be Implemented:**

Building Permits  
Code Enforcement  
Licensing  
Citizen Access Pages

**Fees:**

25 User Subscriptions	\$1,200 per named user per year	\$30,000.00
Setup, Training and Implementation	\$600 per named user	\$15,000.00
Additional Services	Data Migration (New World Permits, Code Enforcement, Contractor and Business Licensing)	\$10,000.00
	Bluebeam integration	\$5,000.00
	System Integration (not requested)	\$0.00
	Payment processors listed in Appendix A	\$0.00
	Batch load of parcel data and ongoing updates	\$0.00
	Batch load of GIS data layers and ongoing updates	\$0.00
	Period data backup delivered locally	\$0.00
	<b>Total 1<sup>st</sup> Year Fees</b>	<b>\$60,000.00</b>
	<b>Each Additional Year Fees</b>	<b>\$30,000.00</b>

I authorize Online Solutions, LLC to invoice as per the above information.

Online Solutions:

Customer:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print or Type Name of Signatory

\_\_\_\_\_  
Print or Type Name of Signatory

\_\_\_\_\_  
Execution Date

\_\_\_\_\_  
03/22/2018  
Execution Date

Address:  
1101 E. Warner Road

Address:  
Village of Lombard







## Order Form

Suite 160  
Tempe, AZ 85284

255 E. Wilson Ave.  
Lombard, IL 60148

### Appendix A – Citizenserve existing payment processors

Authorize.net  
CyberSource  
ETS  
Invoice Cloud  
HP Convenience Pay Services  
PayPal  
Xpress Bill Pay  
CiviTek  
UniPay  
Payment Service Network, Inc (PSN)  
Forte

Integration with Payment processor not on this list will incur a onetime charge of \$5,000