

CLERK'S CONTRACT and AGREEMENT COVER PAGE

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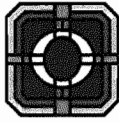
Amount:

Department:

Contract Type:

Contractors Name:

Contract Description:



ORLAND PARK

Letter of Transmittal

Date: March 7, 2017

To: Mr. Kevin Delaney
Third Millennium Associates, Incorporated
4200 Cantera Drive, Suite 105
Warrenville, Illinois 60555
P: 651-653-7013 | C: 612-961-1880
E: kevin.delaney@tmainc.org

From: Denise Domalewski
Purchasing – Contract Administrator
Village of Orland Park
14700 S. Ravinia Ave.
Orland Park, IL 60462
P: 708-403-6173 | F: 708-403-9212
E: ddomalewski@orlandpark.org

RE: Vehicle License Software Agreements

Dear Kevin:

Enclosed are the signed Vehicle License Software Agreements for the period 2017-2021. If there is anything else you need, please do not hesitate to contact me.

Sincerely,

Denise Domalewski
Purchasing & Contract Administrator



THIRD MILLENNIUM ASSOCIATES, INC. VEHICLE LICENSES SOFTWARE AGREEMENT

THIS AGREEMENT is made by and between Third Millennium Associates, Incorporated (TMA), its subsidiaries and assigns, located at 4200 Cantera Drive, Suite 105 Warrenville, IL 60555, an Illinois corporation, hereinafter referred to as Licensor or TMA, and the Village of Orland Park, IL hereinafter called Licensee, WITNESSETH:

WHEREAS, Licensor has certain proprietary rights to the copyrighted software originated by Licensor, (the Software), that maintains and updates the Software necessary for the issuance and reissuance of vehicle stickers, with additional usages available to such Software when modified; and

WHEREAS, Licensor will license such software to Licensee solely for the benefit of Third Millennium Associates (TMA) and TMA's customers, clients, and accounts on a non-exclusive basis for use by Licensee only at Licensee's premises specified above, for use in Licensee business operations only in association with TMA billing services. With no right accorded Licensee to relocate, to sublicense or in any other manner to disclose any part of such Software or its contents, except as permitted hereinafter, all or part of the Software to anyone not a party to this agreement, including, but not limited to, affiliates, joint venture partners, subcontractors, marketing survey firms or consultants working with or providing support to Licensee;

NOW THEREFORE, for the mutual covenants, considerations and promises as herein- after set forth, the Licensor and Licensee do hereby agree as follows:

1. (a) Licensor hereby grants to Licensee, and Licensee hereby accepts, upon the terms and conditions hereinafter set forth, a non-exclusive, non-assignable license to use the Software for the purposes set forth above until Licensor discontinues Licensee's use of the Software. Either Licensor or Licensee may terminate this agreement (without cause) prior to that date only if the other party has received written notice by certified mail, return receipt requested, that it is in default and such default has not been corrected within thirty calendar days after the mailing date of such notice. The return receipt shall be conclusive proof of the delivery of such notice of termination.

1. (b) The Licensee shall pay a license fee to Licensor of \$7,500 at the time of execution of this agreement, plus additional fees (training, business process review, project and implementation management, data conversion services) as specified in TMA's Price Quote dated February 8, 2017 which is incorporated herein and made a part hereof. The software license fee and services shall be non-refundable. Payment terms for TMA's services are 50% due up-front and the remaining 50% are due and payable once the services have been completed.

1. (c) The Licensee shall pay an annual software maintenance fee of \$1,350 to Licensor for its services in the maintaining and upgrading of the Software and will remain fixed for the five year contract period. The maintenance fee hereunder shall be due at the time of execution of this agreement and on each anniversary of this agreement. After the five year contract period, the maintenance fee will renew as specified by a mutually agreed upon addendum. Failure to use the

services of TMA for such maintenance and upgrading shall result, at the option of Licensor, in an immediate termination of this agreement and result in a return of the Software to Licensor.

2. (a) The License granted hereunder may not be sublicensed nor have any rights in it granted by Licensee to any person or entity not a party to this contract. All other right, title and interest in and to the Software in any media form whatsoever shall remain with the Licensor. This license permits use of the software only for the benefit of TMA and only in connection with its use on the premises of Licensee and related field operations and for such purposes as specified herein.

2. (b) Licensor will not have any right, title or interest in any media form in which the Software may be incorporated by Licensee except to the extent that it may require Licensee to delete the Software from such media form at the termination of the initial license period or any extension thereof.

2. (c) Licensee is exclusively responsible for the supervision, management and control of the Software. Licensee shall use its best efforts not to permit the use of the Software by any third party and not to disclose any portion of the Software to any third party, nor copy it for the purposes of the Licensee, without the prior written consent of the Licensor, which shall not be unreasonably withheld.

2. (d) Notwithstanding any other clause to the contrary, nothing in this agreement shall prohibit Licensee from partially disclosing the Software to necessary subcontractors for the sole and limited purpose of properly using such Software in the licensing and re-licensing of Village stickers issued by Licensee only to benefit TMA per Licensee's agreement with TMA. Said subcontractor(s) shall be required to sign a confidentiality agreement consistent with that required by Licensor and signed by Licensee and designed to protect the proprietary information contained within the Software. TMA will be provided with copies of such agreements by Licensee. No information relating to the Software furnished by the Licensor to the Licensee in any form may be copied or otherwise reproduced or provided or otherwise made available to any person, other than employees of the Licensee or to subcontractors in conformity with this agreement.

2. (e) The non-universal updating and improvement of the Software for the specific and exclusive uses of the Licensee shall be performed exclusively by the Licensor. The costs of such services are not included in the license fee designated hereinbefore at paragraph 1 (b) or maintenance fee located at 1 (c), and shall be charged to, and paid for, by the Licensee.

2. (f) The Software shall be used only in conjunction with Licensor mailing services, Licensor on-line services and any other ancillary services provided by or on behalf of Licensor exclusively.

3. (a) Licensee affirms that the proprietary information that comprises the Software licensed under this agreement is the sole and exclusive property of the Licensor.

3. (b) Information within the Software shall not be considered proprietary or subject to confidentiality protection if it:

3. (b1) Was known to Licensee before introduction of the Software by Licensor, and Licensee informs Licensor in writing of the specific aspect of the Software claimed;

3. (b2) Becomes available as public knowledge through no breach of this agreement by Licensee;

3. (b3) Is released by express written permission given by Licensor; or

3. (b4) Was developed by Licensee independent of any assistance from Licensor.

4. Thirty (30) days after termination of this license or after the use of the Software has been discontinued by the Licensee, Licensee agrees to return such Software and any authorized improvements to the Software, and Licensor shall have the right to destroy, or have destroyed, the Software previously licensed. At its sole option Licensor may request Licensee to destroy all such Software in Licensee's possession or control, and execute a destruction certificate in any format designated and/or supplied by Licensor.

5. (a) Licensor warrants that the software licensed hereunder will be free from defects in material and workmanship; and that such Software will be fit for the ordinary purposes for which such software is used; and that Licensor has a good title to such software.

THE FOREGOING IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY.

5. (b) (1) Licensor must be notified of any malfunction of the Software by written notice to the address specified at paragraph 8.

5. (b) (2) This warranty does not extend to any addition, substitutions or changes made by Licensee in the Software, and the making of such additions, substitutions or changes by Licensee shall completely void any warranty heretofore offered by licensor for such Software. This provision does not apply to changes made in the Software which are necessary to preserve such Software in an emergency situation, provided Licensor is promptly notified of such situation and all changes made.

5. (b) (3) Licensee's exclusive remedy for breach of any warranty pertaining to the Software shall be limited to replacement of all or any portion of such Software; provided, however, that Licensor shall have received written notice of such breach of warranty from the Licensee, specifying the nature of such breach of warranty. In no event shall Licensor be liable for claims of indirect or consequential damages.

6. This software license agreement shall be governed under the laws of the State of Illinois.

7. Neither Licensor nor Licensee shall be responsible for failure to fulfill their obligations under this license due to circumstances or causes beyond their control.

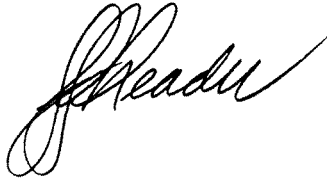
8. Any notices necessary hereunder shall be in writing and sent certified mail with return receipt requested to Licensee, attention of (Finance Director) at Village Hall, 14700 S. Ravinia Ave., Orland Park, IL 60462 or to Licensor at 4200 Cantera Drive, Suite 105 Warrenville, IL 60555 or such new address as either Party may designate.

9. This instrument constitutes the entire agreement between Licensor and Licensee, and any changes hereto must be made in writing, and agreed to by both Licensor and Licensee.

Witness our hands and seals this 13 day of February, 2017.

LICENSOR

THIRD MILLENNIUM ASSOCIATES, INC.



Signature: _____

Name: James J. Leader

Title: C.E.O.

Date: February 8, 2017

LICENSEE

VILLAGE OF ORLAND PARK, IL

Signature: Timothy J. McCarthy

Name: TIMOTHY J. MCCARTHY

Title: INTERIM VILLAGE MANAGER

Date: February 13, 2017



VEHICLE APPLICATION PRODUCTION AGREEMENT

Third Millennium Associates, Inc. and
the Village of Orland Park, IL

This agreement, which is five years in duration, for 3 vehicle seasons 2017, 2019, 2021, with a five year renewal option after the original five year period, unless either party provides to other party written notice of cancellation at least 90 days prior to the agreement anniversary.

This production agreement, which is entered into this 13 day of February 2017, by and between Third Millennium Associates, Inc. (hereinafter referred to as "TMA") and the VILLAGE of **Orland Park, IL** (hereinafter referred to as "VILLAGE"). For consideration of payment TMA will provide to VILLAGE, consulting services, programming, data processing, laser imaging and mailing services for the purpose of rendering Vehicle License Applications and certain other items as detailed on the attached Schedule A.

1. Pre-agreement Confidentiality

Confidentiality and non-disclosure are defined by mutual agreement between TMA and VILLAGE per the attached agreement document dated and signed on the 13 day of February, 2017 by TMA and VILLAGE. Also refer to paragraph 9 of this agreement.

2. Pricing Structure

The prices on which products and services will be provided by TMA to VILLAGE are set forth on the attached Schedule B.

3. Postage Cost

Postage costs are not included in the attached listed prices and will be pre-paid by VILLAGE directly to the USPS. TMA will estimate the postage required for your documents and / or other TMA laser imaged mailing on behalf of VILLAGE. VILLAGE will pre-pay the estimated postage directly to the USPS. The USPS will report directly to VILLAGE all amounts charged to the VILLAGE'S postal account.

4. Payment Terms

The TMA Invoice format shall detail the mailing and the date of the provided service, and include PO #. All correctly rendered TMA invoices shall be paid by VILLAGE within thirty (30) business days of receipt of said invoice in accordance with the Illinois Local Government Prompt Payment Act.

5. TMA Quality Commitment

TMA guarantees that it will maintain consistent standards of quality workmanship and warrants the accurate and timely processing, printing and mailing of the document as outlined in

paragraph seven (7) and that its products and services will be free from defect in materials and workmanship. TMA does not warrant that the document contents are fit, legally or otherwise, for their intended purpose or use.

6. Limits of Liability

TMA agrees to use all reasonable efforts to provide timely computer services, but will not be held liable for errors of omission resulting from inaccuracies or defects in any VILLAGE document data file(s), or for errors, omissions or delays resulting from improper input and output data controls and procedures used by VILLAGE or given to TMA by VILLAGE.

TMA shall not be held responsible for any loss or delay or any default caused by acts of God or any other circumstances outside TMA's control which includes, but is not limited to fire, flood, or labor from usual sources of supply, government restrictions, or electrical, mechanical or computer software failure that is beyond reasonable control of TMA. TMA agrees to use all reasonable efforts to provide timely production services at an alternate site in the event that their production site is unusable due to the aforementioned acts of God or any circumstances outside TMA's control. TMA'S maximum liability for any and all claims arising from the performance of its obligations shall not exceed the amount of the stated insurance coverage limits provided under TMA'S insurance policies (hereto attached for your review) as required to be in effect and maintained by the Village.

7. Division of Responsibilities

7A. TMA Responsibilities:

- 7A-1. To write the software programs required to convert the VILLAGE database billing files to the required laser image formatted output files.
- 7A-2. To write software that will allow VILLAGE'S newly TMA constructed Vehicle sticker file to be processed by postal software, which will reduce the VILLAGE's postage to the minimum allowable postage per prevailing USPS rates. Utilize TMA proprietary software to group "same surname / same unique address" for insertion into a single mailing envelope.
- 7A-3. To design and procure all materials required to produce the Vehicle sticker applications; this includes the laser imaged Vehicle sticker application, the hand written Vehicle sticker application, No.10 window envelopes and the No.9 courtesy reply envelope. TMA will NOT guarantee the performance of materials not produced by TMA.
- 7A-4. TMA will e-mail to VILLAGE a record count and control totals for the Vehicle billing file no later than 72 hours after receipt of vehicle billing file from VILLAGE.
- 7A-5 TMA will laser image and mail VILLAGE Vehicle license applications within 96 post office operating hours after receipt of the VILLAGE sign-off of the record count and control totals.

7A-6. TMA will provide our employees the required training to ensure the confidentiality of VILLAGE information.

7A-7. TMA will maintain effective and timely communications with the VILLAGE in all matters pertaining to the responsibilities listed herein.

7B. VILLAGE Responsibilities:

7B-1. To provide TMA with a detailed Vehicle sticker and Utility billing flat file and record layout, containing a field for each address element and other information required on the Vehicle sticker application. VILLAGE shall (optional) procure and pay for the State of Illinois Vehicle license file. VILLAGE Utility billing file addresses will be used to match and validate the addresses on the State vehicle file.

7B-2. To provide a twenty-four (24) hour response via email verifying the TMA record counts and control totals as stated in 7A-4.

7B-3. To maintain a credit account balance at the Carol Stream Post office.

7B-4. To pay all correctly rendered TMA invoices within thirty (30) business days after receipt in accordance with the Illinois Local Government Prompt Payment Act.

8. Renegotiations and Cancellation

In the event either party is in breach of any of the terms contained herein, the non-breaching party shall give written notice of said breach to the breaching party. The breaching party shall have ten (10) days to cure the breach. In the event said breach is not cured within ten (10) days of notice, the non-breaching party may then give thirty (30) days written notice of cancellation of this Agreement. In the event of cancellation by VILLAGE, all materials produced by TMA for use in VILLAGE's Vehicle license mailing project shall be paid for within 30 days by VILLAGE. TMA will ship these items to VILLAGE via "UPS Ground", if notified by VILLAGE to do so.

9. Post-Agreement Confidentiality

In the event of cancellation or expiration of this agreement, TMA shall return to VILLAGE all materials and information pertaining to the performance of this agreement. These materials shall include, but are not limited to, all magnetic media, all printed material, all notes, memos or other sources of VILLAGE confidential information. In no instance, prior to, during, or after the conclusion of this agreement, shall TMA offer for sale or in any other manner disclose to any third party the VILLAGE document file or any other such VILLAGE files, whether written or in magnetic media format.

10. Other Provisions

This agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements. No amendment, supplement, modification, waiver or termination of this agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this agreement shall be deemed or shall constitute a waiver of any other provision of this agreement, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.


This agreement shall be construed and interpreted according to the laws of the State of Illinois.

If any provision, clause or part of this agreement, or the application thereof under certain circumstances is held illegal or unenforceable, the remainder of this agreement, or the application of such provision, clause or part under certain circumstances, shall not be affected thereby.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed the Agreement effective as of the date last written below.

AUTHORIZATION

THIRD MILLENNIUM ASSOCIATES, INC.


Signature: 

Name: James J. Leader

Title: C.E.O.

Date: February 8, 2017

VILLAGE OF ORLAND PARK, IL

Signature: 

Name: TIMOTHY J. MCCARTHY

Title: INTERIM VILLAGE MANAGER

Date: February 13, 2017

Schedule A

Materials to be provided by TMA:

- M1. 8 ½ x 11” Laser Vehicle application documents, items are printed two (2) colors face and one (1) color back. Paper is 20 lb. MOCR bond with a perforation to create two 3 ½” x 8 ½” attached documents.
- M2. 3 ½” X 8 ½” two-part carbonless paper hand written “over the counter” Vehicle Application forms. Two color face, one color back, printed on 15 lb. carbonless.
- M3 No. 10 Standard window envelope with one (1) color printing on face. Paper will be 24 lb. white wove. TMA will provide VILLAGE No.10 window envelopes for return mailing of Vehicle stickers to compliant citizens.
- M4. No. 9 courtesy reply envelope (CRE) single window envelope printed one color on face. Paper is 24 lb. color-wove.
- M5 With mutual written agreement, VILLAGE may authorize TMA to provide certain materials for new projects or variations of the Vehicle billing project. These material descriptions may be attached to, and become a part of, Schedule A.

Services to be provided by TMA:

- S1. To write the VILLAGE billing file conversion program from database format to laser image format per the charges stated in Schedule B.
- S2. To utilize the required software to validate and cleanse the Vehicle billing file that will allow VILLAGE’S vehicle billing file to be processed through Postal application software.
- S3. To utilize the appropriate software to match and group the “same surname/same address” vehicle applications for insertion into a common mailing envelope.
- S4. To process the VILLAGE’S newly created vehicle sticker billing file using Postal sort application software. The result of which is to reduce VILLAGE’S postage rate to the minimum amount allowed by the USPS.
- S5 To laser image the VILLAGE Vehicle sticker applications in quantities as stated in schedule “B” of this agreement.
- S6. To group, intelligently insert, seal, tray, sleeve, band, label and deliver to the USPS office all pieces laser imaged with respect to item S5.
- S7. To insert additional pieces into the No.10 billing envelope as directed by VILLAGE, per the conditions and fees as stated in Schedule “B” of this agreement.

- S8. With mutual written agreement, VILLAGE may authorize TMA to provide certain services and or products for new projects or variations of this billing project. These service descriptions may be attached to, and become a part of Schedule "A".

SCHEDULE B – Pricing

The prices contained herein are calculated on a usage of 40,000 (estimated) Vehicle sticker applications. Any variance in the above quantities in excess of ten (10) percent may be cause for a price review. There will be no more than one production run for the above stated item. Each Vehicle license application billing unit shall consist of the components described in Schedule A.

- 1B. VILLAGE sticker applications are laser imaged and mailed at a cost of 18.8 cents per record, (excluding postage). There will be a bi-annual system initialization fee of \$2,585. This fee will pay for compiling a new VILLAGE Vehicle sticker billing file and a complete pre-production test of all systems and components. Included are all business forms and printed matter proofs. Also included are various tests to insure data input and output integrity. Also included in the above initialization fee are the consulting services to coordinate the software integration for VILLAGE Vehicle spreadsheet software, USPS and TMA software. VILLAGE and TMA shall develop an edit process to verify all record counts and appropriate control totals. The above procedures will allow the mutual performance of Responsibilities as stated in Paragraph Seven.
- 2B. A separate insertion charge will be applied for any additional item inserted into the outgoing billing envelope. Insertion items must physically qualify for use on TMA insertion equipment. The insertion charge is 2.5 cents per item. This insertion fee does not include the cost of supplying the additional item(s) to be inserted.
- 3B. With mutual written agreement, VILLAGE may authorize TMA to provide certain products and services for new or revised projects. The TMA pricing structure for these projects may be attached to, and become a part of, Schedule "B".



CONFIDENTIALITY AGREEMENT
BETWEEN VILLAGE of ORLAND PARK, IL
AND
THIRD MILLENNIUM ASSOCIATES, INC.

This agreement made and entered into this 13 day of February, 2017, by and between Third Millennium Associates, Inc. (hereinafter referred to as "TMA") and the VILLAGE of Orland Park, IL (hereinafter referred to as "VILLAGE").

Whereas VILLAGE desires to keep in confidence all information pertaining to the VILLAGE vehicle files and vehicle registration information and whereas TMA desires to keep in confidence all technical and systems information.

Now, therefore, in consideration of the mutual covenants and agreements of each party to the other as stated herein, it is mutually agreed among the parties as follows:

1. SYSTEM DESIGN VILLAGE will make available to TMA for the purpose of evaluation and system development certain confidential information. This information shall include but not be limited to name and address files, billing amounts and certain past due information.
2. CONFIDENTIAL DOCUMENTS VILLAGE shall give to TMA confidential information and TMA shall make copies for internal purposes only. All written information presented to TMA shall be and remain confidential.
3. CONFIDENTIAL ORAL DISCLOSURES VILLAGE shall inform TMA through its representatives that a particular oral disclosure shall be deemed confidential information.
4. TMA NON-DISCLOSURE TMA and its designated personnel will hold in confidence all confidential information disclosed for the purpose of evaluating its interest in establishing a business relationship with VILLAGE. Upon establishing a desire to enter into a business relationship, all confidential information shall continue to remain confidential. If no business relationship should exist, all information shall be returned to VILLAGE by TMA and TMA shall purge all files related to VILLAGE.
5. VILLAGE NON-DISCLOSURE TMA shall make available to VILLAGE orally and / or in writing, details regarding the design and functionality of TMA'S software and systems. These shall be held in strict confidence by VILLAGE and shall not in any way be shared with or disclosed to a third party.

In no instance, during or at any time after the conclusion of this agreement, shall TMA offer for sale or in any other manner disclose to any third party the VILLAGE Vehicle files or any other such VILLAGE files, whether written or in electronic format.

AUTHORIZATION

THIRD MILLENNIUM ASSOCIATES, INC.



Signature: _____

Name: James J. Leader _____

Title: C.E.O. _____

Date: February 8, 2017 _____

VILLAGE OF ORLAND PARK, IL

Signature: *Timothy J. McCarthy* _____

Name: *TIMOTHY J. MCCARTHY* _____

Title: *INTERIM VILLAGE MANAGER* _____

Date: *February 13, 2017* _____



THIRD MILLENNIUM ASSOCIATES, INC. VEHICLE STICKER V-PAY SOFTWARE AGREEMENT

THIS AGREEMENT, is made by and between Third Millennium Associates, Incorporated (TMA), its subsidiaries and assigns, located at 4200 Cantera Drive, Suite 105, Warrenville, Illinois, 60555, an Illinois corporation, hereinafter referred to as Licensor, and the **Village of Orland Park, IL** hereinafter called Licensee, WITNESSETH:

WHEREAS, Licensor has certain proprietary rights to the copyrighted software originated by Licensor, (the Software), that facilitates the secure internet payment and direct electronic download of Village of Orland Park vehicle sticker payments.

WHEREAS, Licensor will lease such software to Licensee solely for the benefit of TMA and TMA's customers, clients, and accounts on a non-exclusive basis for use by Licensee only at Licensee's premises specified above, for use in Licensee's business operations only in association with TMA billing services or Licensee's internal billing and mailing necessary to facilitate TMA business, with no right accorded Licensee to relocate, to sublicense or in any other manner to disclose any part of such Software except as permitted hereinafter, all or part of the Software to anyone not a party to this Agreement, including, but not limited to, affiliates, joint venture partners, subcontractors, marketing survey firms or consultants working with or providing support to Licensee;

NOW THEREFORE, for the mutual covenants, considerations and promises as hereinafter set forth, the Licensor and Licensee do hereby agree as follows:

1. (a) Licensor hereby grants to Licensee, and Licensee hereby accepts, upon the terms and conditions hereinafter set forth, a non-exclusive, non-assignable license to use the Software for the purposes set forth above in perpetuity, or until Licensee discontinues its use of the Software. Either Licensor or Licensee may terminate this agreement prior to that date only if the other party has received written notice by certified mail, return receipt requested, that it is in default and such default has not been remedied within thirty calendar days after the mailing date of such notice. The return receipt shall be conclusive proof of the delivery of such notice of termination.

(b) (1) The Licensee shall pay a V-Pay software license fee to Licensor of **\$ 4,500.00** at the execution of this agreement, plus additional fees (training, project and implementation management services) as specified in TMA's Price Quote dated February 8, 2017 which is incorporated herein and made a part hereof. The software license fee and services shall be non-refundable. Payment terms for TMA's services are 50% due up-front and the remaining 50% are due and payable once the services have been completed.

(2) The Licensee shall pay an annual software maintenance fee of **\$895.00** to Licensor for its services in the maintaining and upgrading of the Software and will remain fixed for the five year contract period. The maintenance fee hereunder shall be due at the time of execution of this agreement and on each anniversary of the agreement. After the five year contract period, the maintenance fee will renew as specified by a mutually agreed upon addendum. Failure to use the

services of TMA for such maintenance and upgrading shall result, at the option of Licensor, in an immediate termination of this Agreement and result in an immediate return of the Software to Licensor.

(3) The Licensee shall pay a monthly server fee of **\$ 125.00** paid annually. Licensee shall be charged 45 cents per online vehicle sticker purchased.

(4) The Licensee shall pay Matrix Payment Systems, Inc. the associated and customary internet credit card processing fees as agreed between the Licensee and Matrix Payment Systems. Licensor does not set or control the fees charged for credit card payment transactions.

2. (a) (1) The License granted hereunder may not be sublicensed or have any intellectual property rights, trade secret, or other proprietary rights in the Software transferred or used to any person or entity not a party to this contract. All other right, title and interest in and to the Software in any media form whatsoever shall remain with the Licensor. This license permits use of the software only in connection with its use on the premises of Licensee and related field operations and for such purposes as specified above.

(2) Licensor will not have any right, title or interest in any media form in which the Software may be incorporated by Licensee except to the extent that it may require Licensee to delete the Software from such media form at the termination of the initial license period or any extension thereof.

(b) (1) Licensee is exclusively responsible for the supervision, management and control of the on-site Software and all protections of Licensor's proprietary rights in the Software. Licensee shall use its best efforts not to permit the use of the Software by any third party and not to disclose any portion of the Software to any third party, nor copy it for any purpose other than to benefit TMA without the prior written consent of the Licensor, which shall not be unreasonably withheld.

(2) Notwithstanding any other clause to the contrary, nothing in this agreement shall prohibit Licensee from partially disclosing the Software to subcontractors for the purpose of facilitating TMA business including using such Software for internet online vehicle sticker billing payments per this Agreement. Said subcontractor(s) shall be required to sign a confidentiality agreement consistent with that required by Licensor and signed by Licensee and designed to protect Licensor's proprietary information contained within the Software. TMA will be provided with copies of such agreements by Licensee. No information relating to the Software furnished by the Licensor to the Licensee in any form may be copied or otherwise reproduced, provided or otherwise made available to any person, other than authorized employees of the Licensee or to qualified subcontractors in conformity with this Agreement.

(c) The non-universal updating, improvement or custom modifications made to the Software for the specific and exclusive uses of the Licensee shall be performed exclusively by the Licensor. The costs of such services are not included in the license fee designated hereinbefore at paragraph 1 (b) (1) or maintenance fee referenced in paragraph 1 (b) (2) and shall be charged to, and paid for, by the Licensee.

3. (a) Licensee affirms that the proprietary information that comprises the Software licensed under this agreement is the sole and exclusive property of the Licensor.

3. (b) Information within the Software shall not be considered proprietary or subject to confidentiality protection if it:

(1) Was known to Licensee before introduction of the Software by Licensor, and Licensee informs Licensor in writing of the specific aspect of the Software claimed to be excluded from the confidentiality protection;

(2) Becomes available as public knowledge through no breach of this Agreement by Licensee;

(3) Is released by express written permission given by Licensor; or

(4) Was developed by Licensee independent of any assistance from Licensor.

4. Thirty (30) days after termination of this license or after the use of the Software has been discontinued by the Licensee, Licensee agrees to return such Software and any improvements to the Software to Licensor. Licensor shall have the right to destroy, or have destroyed, the Software previously licensed. At its sole option Licensor may request Licensee to destroy all such Software and in Licensee's possession or control execute a destruction certificate in any format designated and/or supplied by Licensor.

5. (a) Licensor warrants that the software licensed hereunder will be free from defects in material and workmanship; and that such Software will be fit for the ordinary purposes for which such software is used; and that Licensor has a good title to such software.

THE FOREGOING IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY.

(b) (1) Licensor must be timely notified of any malfunction of the Software by written notice to the address specified at paragraph 8.

(2) This warranty does not extend to any addition, substitutions or changes made by Licensee in the Software, and the making of such additions, substitutions or changes by Licensee shall completely void any warranty heretofore offered by licensor for such Software. This provision does not apply to changes made in the Software which are necessary to preserve such Software in an emergency situation, provided Licensor is promptly notified of such situation and all changes made.

(c) Licensee's exclusive remedy for breach of any warranty pertaining to the Software shall be limited to replacement of all or any portion of such Software; provided, however, that Licensor shall have received written notice of such breach of warranty from the Licensee, specifying the nature of such breach of warranty. In no event shall Licensor be liable for claims of indirect or consequential damages.

- 6. This license shall be governed under the laws of the State of Illinois.
- 7. Neither Licensor nor Licensee shall be responsible for failure to fulfill their obligations under this license due to circumstances or causes beyond their control.
- 8. Any notices necessary hereunder shall be in writing and sent via certified mail with return receipt requested to Licensee, attention of (Finance Director) at Village Hall, 14700 S. Ravinia Ave., Orland Park, IL 60462 or to Licensor at 4200 Cantera Drive, Suite 105, Warrenville, Illinois 60555, or such new address as either Party may designate.
- 9. This instrument constitutes the entire agreement between Licensor and Licensee, and any changes hereto must be made in writing and agreed to by both Licensor and Licensee.

Witness our hands and seals this _____ day of _____, 2017.

LICENSOR

THIRD MILLENNIUM ASSOCIATES, INC.



Signature: _____

Name: James J. Leader _____

Title: C.E.O. _____

Date: February 8, 2017 _____

LICENSEE

VILLAGE OF ORLAND PARK, IL

Signature: Timothy J. McCarthy _____

Name: TIMOTHY J. MCCARTHY _____

Title: INTERIM VILLAGE MANAGER _____

Date: February 13, 2017 _____



◆ PRICE QUOTATION / SERVICES AGREEMENT ◆

DATE: February 8, 2017

CLIENT: Village of Orland Park
CONTACT: Sarah Schueler, Asst. Finance Director
PHONE: 708-403-6192 (direct)
EMAIL: SSchueler@orlandpark.org

ADDRESS: 14700 Ravinia Ave.
Orland Park, IL 60462

FROM: Kevin Delaney, Acct Exec
PHONE: 612-961-1880 (mobile)
EMAIL: kevin.delaney@tmainc.org

DESCRIPTION: Vehicle Sticker Software, V-Pay Online Payments, and Services

Table with columns: QTY, DESCRIPTION, ONE TIME, ANNUAL, NOTES. Includes items like Vehicle Licenses Software System, V-Pay Vehicle Online Payments Software, and Project Contingency Budget.

PRICE QUOTE: \$21,100.00 Est. (plus postage and annual recurring costs)

NOTE: Please see Vehicle Licenses Software, V-Pay, Vehicle License Application Production Agreement(s) which are incorporated herein and made a part hereof.

◆ Please complete section below and Fax or eMail back to Third Millennium, Thank You! ◆

APPROVAL: Timothy J. McCarthy (Signature)
NAME: TIMOTHY J MCCARTHY
TITLE: INTERIM VILLAGE MANAGER
DATE: February 13, 2017
P.O. #: (if applicable)

Please Fax Back Completed Order Form to the Attn of: Elizabeth Adducci -- Fax # (630) 393-2911
- Or -
Please Complete Order Form, Scan it, and eMail Back to: kevin.delaney@tmainc.org

For TMA Internal Use:
LL:
JL:
EA:

Third Millennium Associates
4200 Cantera Drive, Suite 105
Warrenville, IL 60555
(630) 393-2900

Village of Orland Park, IL
- Page 2 -

Payment Terms:

100% of the software license fees are due up-front and 50% of the services.
The remaining 50% of the services would be due and payable once they are completed.
In Year 1, annual software maintenance and server fees can be prorated to align with your fiscal year.

DESCRIPTION	ONE TIME	ANNUAL	% DUE	AMT. DUE	NOTES
Vehicle Licenses Software System	\$ 7,500.00		100%	\$ 7,500.00	
- 2 Days Training & Consulting Services	\$ 2,400.00		50%	\$ 1,200.00	
- Business Process Review (BPR)	\$ 1,200.00		50%	\$ 600.00	
- Project & Implementation Management	\$ 800.00		50%	\$ 400.00	
- Data Conversion Services	\$ 1,200.00		50%	\$ 600.00	
Vehicle Licenses Software Annual Maintenance		\$ 1,350.00			
V-Pay Vehicle Online Payments Software	\$ 4,500.00		100%	\$ 4,500.00	
- 1 Day Training & Consulting Services	\$ 1,200.00		50%	\$ 600.00	
- Project & Implementation Management	\$ 800.00		50%	\$ 400.00	
Hosted V-Pay Online Payments Server Fee		\$ 1,500.00			\$125/Month
- Plus Prevailing Credit Card Processing Fees		TBD			By Purchase Volume
- Plus \$0.45 cents per Sticker Purchased		TBD			By Purchase Volume
V-Pay Online Payments Software Annual Maintenance		\$ 895.00			
Vehicle Licenses Application Renewal Mailings					
- Bi-Annual System Initialization / Setup		\$ 2,585.00	50%	\$ 1,292.50	Every 2 Years
- Plus \$0.188 cents per Vehicle Record			TBD		By Record Volume
- Includes: Vehicle Forms, # 10 & 9 Envelopes, Laser Imaging of Forms & Mailing Services					
- Postage Costs would be extra					
Project Contingency Budget	\$ 1,500.00				Estimate
TOTAL:	\$ 21,100.00	\$ 6,330.00	AMT. DUE:	\$ 17,092.50	Plus Server & Software Maintenance Fees

Year 1 Server & Maintenance Fees:

Orland Park Fiscal Year: Jan. 1 - Dec. 31

Year 1 Proration 8 Months (May '17 - Dec. '17):

- Vehicle Licenses Software Annual Maintenance \$1,350 / 12 = \$112.50 x 8 Months =	\$ 900.00	March '17 - Feb. '18
- Hosted V-Pay Online Payments Server Fee \$1,500 / 12 = \$125.00 x 8 Months =	\$ 1,000.00	March '17 - Feb. '18
- V-Pay Online Payments Software Annual Maintenance \$895 / 12 = \$74.60 x 8 Months =	\$ 596.80	March '17 - Feb. '18
TOTAL YEAR 1:	\$ 2,496.80	

GRAND TOTAL: \$ 19,589.30 DUE NOW

Note: In January 2018, annual server and maintenance fees would be due and payable and then renewed annually thereafter.

Price Quote Notes:

- 1) Vehicle software training is onsite and includes one day of initial user training and one day on-site training/support when you "go-live" on your new vehicle licenses system. Additional training is available at our hourly rates.
- 2) Software training includes: system overview, system setup, building rate tables, cost codes, late fees, menu navigation controls, vehicle record maintenance, end-user and administrator training, cash receipts processing, inquiry and reporting.
- 3) Vehicle scofflaw follow up mailing services includes: all data processing services, data analytics, CASS and NCOA certifications, vehicle application forms, laser imaging of forms, outgoing #10 and #9 return envelopes, and postal reports. Does not include postage costs.
Note: Not included an price quote. The Village may consider adding this service at a future point in time (TBD).

AUTHORIZATION:

Village of Orland Park, IL

Third Millennium Associates, Inc.

Signature: Timothy J. McCarthy

Signature: _____

Name: TIMOTHY J. MCCARTHY

Name: _____

Title: INTERIM VILLAGE MANAGER

Title: _____

Date: 2/27/17

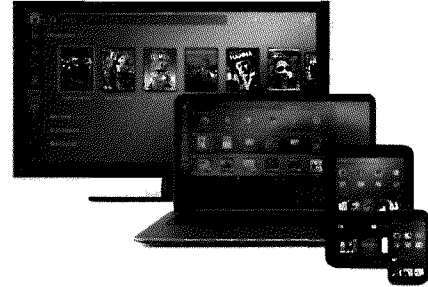
Date: _____

Vehicle Fulfillment Services:

Note: Not included in pricing, future add-on service (TBD)...

Third Millennium vehicle sticker fulfillment services is comprised of two segments. The first segment is the Lock Box portion. The second segment is the fulfillment portion which is performed utilizing our vehicle software which is also installed at the remittance processing center. The fulfillment software is the exact same vehicle licenses software that would be installed and operational at your Village Hall.

Third Millennium will retrieve your vehicle sticker remittance mail from your designated Post Office Box and perform the Lock Box processing procedures in accordance with your directions. After completion of the Lock Box segment, the vehicle applications will be moved as a daily batch to the fulfillment processing center located in the same facility. The fulfillment center will enter the payment information into your vehicle database by vehicle, keyboard enter all vehicle and/or plate changes, assign and enter a sticker number/control total to each vehicle, staple the sticker to the appropriate vehicle application, and insert the purchased vehicle sticker and application into a number #10 return envelope and return mail to the compliant citizen.



Each fulfilled transaction will be entered online into the Village's vehicle licenses system. Transactions are updating the Village's vehicle database in real-time. Reports can be generated, viewed and printed at Village Hall at any time. Third Millennium's vehicle software has the ability to track each lock box payment and fulfillment item and/or batch as required, providing a date/time stamped line item report for audit purposes.

Our fulfillment services can also include updating your vehicle system for all over-the-counter and currency exchange (if applicable) transactions, eliminating all current "in-house" vehicle date entry updates and vehicle record changes, additions, and deletions.

Third Millennium's vehicle licenses software, V-Pay online payments system, and fulfillment services provides a streamlined end-to-end solution for purchasing vehicle stickers eliminating the long lines out the door during your busy annual renewal season. Vehicle sticker revenue gets deposited into your bank account faster, reduces stress on your operations staff, and provides a cost-effective alternative to in-house vehicle license processing.



Your customers will experience a convenient, easy-to-use online payments solution to purchase their vehicle sticker from their PC, smartphone or tablet.



ORLAND PARK

INSURANCE REQUIREMENTS

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident \$500,000 – Policy Limit

\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$2,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

\$2,000,000 – Each Occurrence \$4,000,000 – General Aggregate Limit

\$2,000,000 – Personal & Advertising Injury

\$2,000,000 – Products/Completed Operations Aggregate

Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

~~EXCESS LIABILITY (Umbrella-Follow Form Policy)~~

~~\$2,000,000 – Each Occurrence \$2,000,000 – Aggregate~~

~~**EXCESS MUST COVER:** General Liability, Automobile Liability, Workers Compensation~~

~~**Note: Third Millennium does not carry an Excess Liability Policy; our General Liability Policy covers these areas.**~~

Any insurance policies providing the coverages required of the Contractor shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

Contractor agrees that prior to any commencement of work to furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the contractor.

ACCEPTED & AGREED THIS 22 DAY OF Feb, 2017

Yance Yeak pres.
Signature

Authorized to execute agreements for:

Lance Leader / President
Printed Name & Title

Third Millennium Associates, Inc.
Name of Company



ORLAND PARK
AFFIDAVIT OF COMPLIANCE

The undersigned Elizabeth S. Adducci as Vice President
(Enter Name of Person Making Affidavit) (Enter Title of Person Making Affidavit)

and on behalf of Third Millennium Associates, Inc. certifies that:
(Enter Name of Business Organization)

1) BUSINESS ORGANIZATION:

The Proposer is authorized to do business in Illinois: Yes [X] No []

Federal Employer I.D. #: 36-4003727
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Proposer is (check one):

- ___ Sole Proprietor
___ Independent Contractor (Individual)
___ Partnership
___ LLC
[X] Corporation IL 1995
(State of Incorporation) (Date of Incorporation)

2) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes [X] No []

The Proposer is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "Bid-rigging" or "Bid-rotating" of any state or of the United States.

3) SEXUAL HARRASSMENT POLICY: Yes [X] No []

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human

Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

4) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes No

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The

Proposer shall: (I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or

municipal corporations. Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Proposer or other organization and its customers. In the event of the Proposer's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Proposer may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

5) TAX CERTIFICATION: Yes No

Proposer is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

6) AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Affidavit of Compliance on behalf of the Proposer set forth on the Proposal Summary Sheet, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the Proposal is genuine and not collusive, and information provided in or with this Affidavit are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:

Elizabeth S. Adduca'

Signature of Authorized Officer

Elizabeth S. Adduca'

Name of Authorized Officer

Vice President

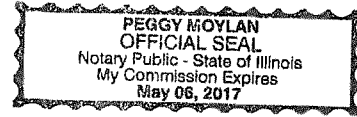
Title

2/15/17

Date

Subscribed and Sworn To
Before Me This 15th Day
of February, 2017

Peggy Moylan
Notary Public Signature



(NOTARY SEAL)

