



DATE: November 2, 2020

MEMO TO: Jessica Vealitzek, Chair
Operations Committee

Agenda Item# 9.7

Terry Wilke, Chair
Finance Committee

FROM: Katherine Hamilton-Smith
Director of Public Affairs and Development

RECOMMENDATION: Recommend approval of a Resolution awarding a contract to Blackbaud, Inc., Charleston, South Carolina, for constituent management and financial management software through September 14, 2023 in an amount not to exceed \$60,971.71.

STRATEGIC DIRECTION SUPPORTED: Organizational Sustainability

FINANCIAL DATA: This item was funded in the amount of \$21,740.00 in the Fiscal Year 2021 Budget in General District Development Division. The actual cost of \$20,613.89 will be charged to account 11354000-701400.

BACKGROUND: Since 2006, the District has purchased various software packages from Blackbaud, Inc. to support the needs of the Development Division and the Preservation Foundation, beginning with Raisers Edge, a constituent management software package. In 2015, the District transitioned from the server-based Raisers Edge to the cloud-based Raisers Edge NXT. Also in that year, the District purchased Financial Edge NXT, a financial management software for the Preservation Foundation that offered direct integration with Raisers Edge NXT.

In 2017, the District approved a three-year contract extension for Raisers Edge NXT. That contract ended on September 15, 2020. In 2018, the District approved a three-year contract extension for Financial Edge NXT. That contract will end on February 24, 2021. The new contract that would be approved by the attached resolution would provide the District and Preservation Foundation the use of both Raisers Edge NXT and Financial Edge NXT through September 14, 2023. A credit in the amount of \$869.96 will be applied to the 2020 invoice to reflect the portion of the Financial Edge NXT contract that was already paid (from September 15, 2020 through February 24, 2021).

The cost of Raisers Edge NXT is based on a maximum record count. Under the most recent contract, the District was limited to a maximum of 50,000 records. However, the District and Preservation Foundation already have records for their donor base in excess of that number. The new contract for Raisers Edge NXT software will increase the maximum number of records from 50,000 to 75,000 to allow for growth in the donor base in support of the endowment campaign.

REVIEW BY OTHERS: Chief Development Officer, Chief Operations Officer, Director of Finance, Corporate Counsel.

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

**BOARD OF COMMISSIONERS
LAKE COUNTY FOREST PRESERVE DISTRICT
REGULAR NOVEMBER MEETING
NOVEMBER 10, 2020**

MISTER PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:

Your **OPERATIONS COMMITTEE AND FINANCE COMMITTEE** present herewith “a Resolution awarding a contract to Blackbaud, Inc. for constituent management and financial management software” and request its approval.

OPERATIONS COMMITTEE:

Date: 11-2-20 Roll Call Vote: Ayes: 7 Nays: 0
 Voice Vote Majority Ayes; Nays: _____

FINANCE COMMITTEE:

Date: 11-5-2020 Roll Call Vote: Ayes: 8 Nays: 0
 Voice Vote Majority Ayes; Nays: _____

**LAKE COUNTY FOREST PRESERVE DISTRICT
LAKE COUNTY, ILLINOIS**

**A RESOLUTION AWARDING A CONTRACT TO BLACKBAUD, INC. FOR CONSTITUENT
MANAGEMENT AND FINANCIAL MANAGEMENT SOFTWARE**

WHEREAS, the Lake County Forest Preserve District (the "District") desires to purchase donor management software (the "Software"); and

WHEREAS, the Director of Public Affairs and Development and the Purchasing Manager have determined that the Software requires personal confidence; and

WHEREAS, the Purchasing Manager has solicited a for the Software; and

WHEREAS, the District's staff, the Purchasing Manager, the Director of Public Affairs and Development, the Operations Committee, and the Finance Committee have reviewed the proposal and recommend that the Board of Commissioners (i) find that the proposal submitted by Blackbaud, Inc. be the proposal that is most advantageous to the District; and (ii) award a contract for the Software to Blackbaud, Inc. (the "Contract") in an amount not to exceed of \$60,971.71 (the "Contract Price"); and

WHEREAS, the Board of Commissioners hereby finds that the proposal for the Services submitted by Blackbaud, Inc. is the proposal that is most advantageous to the District;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Lake County Forest Preserve District, Lake County, Illinois **THAT**:

Section 1: Recitals. The recitals set forth above are incorporated as a part of this Resolution by this reference.

Section 2: Award of Contract. A Contract for the Software in the amount of the Contract Price, in substantially the form attached hereto, is hereby awarded to Blackbaud, Inc.

Section 3: Execution of Contract. The Executive Director of the District is hereby authorized and directed to execute the Contract for the Services in the amount of the Contract Price.

Section 4: Payments. The Treasurer shall make payments under the Contract only pursuant to and in accordance with the Contract terms.

Section 5: Effective Date. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this _____ day of _____, 2020

AYES:

NAYS:

APPROVED this _____ day of _____, 2020

Angelo D. Kyle, President
Lake County Forest Preserve District

ATTEST:

Julie Gragnani, Secretary
Lake County Forest Preserve District

Exhibit No. _____



Order Form

Site ID: 27491
 Order Number: Q-11860
 PO Number:

2000 Daniel Island Drive, Charleston SC 29492-7541

Bill To:
 Lake County Forest Preserve
 District AP
 Lake County Forest Preserve
 District
 1899 W Winchester Rd
 Libertyville, IL 60048-5367 USA

Sold To:
 Rebekah Snyder
 Lake County Forest Preserve District
 1899 W Winchester Rd
 Libertyville, IL 60048-5367 USA

Valid Until: 11/30/2020
Effective Date: 09/15/2020
Currency: USD
Payment Terms: Net 30

Subscriptions

FE NXT Starter Offer	Year 1:	\$1,767.49
2 Users	Year 2:	\$1,767.49
Included: eLibrary, FE NXT Starter Setup, Advanced Security, Cash Management, General Ledger, Project Grant Endowment, Accounts Payable	Year 3:	\$1,767.49

Billed: Annual
Contract term: 36 months

FE NXT View Only Add User 10 Pack	Year 1:	\$337.05
	Year 2:	\$337.05
	Year 3:	\$337.05

Billed: Annual
Contract term: 36 months

Online Express RE NXT Events	Year 1:	\$0.00
	Year 2:	\$0.00
	Year 3:	\$0.00

Billed: Annual
Contract term: 36 months

Online Express RE NXT Events	Year 1:	\$0.00
	Year 2:	\$0.00
	Year 3:	\$0.00

Billed: Annual
Contract term: 36 months

Online Express RE NXT Membership	Year 1:	\$0.00
	Year 2:	\$0.00
	Year 3:	\$0.00

Billed: Annual
Contract term: 36 months

Online Express RE NXT Membership	Year 1:	\$0.00
---	----------------	---------------

Billed: Annual
Contract term: 36 months

Year 2: \$0.00
Year 3: \$0.00

RE NXT Pro Offer

75,000 Records
Included: RE NXT Email powered by Blackbaud SKY, SKY Reporting Entitlement, EFT, Tribute, Payment Processing, RE NXT eLibrary, Planned Gift Tracker, Search, Events, Alum for Alumni/ae Tracking, Membership, Volunteer, ResearchPoint, DES Internal Allocation NXT, RE NXT Pro

Year 1: \$18,509.35
Year 2: \$18,509.35
Year 3: \$18,509.35

Billed: Annual
Contract term: 36 months

Cancellations

Credits for cancelled items are issued for the pre-paid, unused portions of cancelled items. Credits are calculated and issued when Your contract is signed and returned and can be applied to Your account at Your discretion.

- FE NXT Learn More**
- FE NXT Starter Offer**
- FE NXT View Only Add User 10 Pack**
- RE NXT Pro Offer**

Total Annual Investment:	Year 1:	\$20,613.89
	Year 2:	\$20,613.89
	Year 3:	\$20,613.89

General Terms

Enter text here to overwrite the above PO Number or add a note to the invoice:

The fees and terms on this Order Form are valid until 11/30/2020. This Order Form is governed by the [Blackbaud Solutions Agreement](#) and by all other applicable terms and conditions in the [Online Terms and Conditions Center](#). By signing this Order Form, you agree to these terms.

Your purchase includes Blackbaud Merchant Services ("BBMS") to enable You to process credit and bank card transactions. The current BBMS fees are set forth at <http://www.blackbaud.com/bbms/bbms-tier1.aspx>. Other payment processing options are available and the current fees are set forth at <http://www.blackbaud.com/bbms/bbms-tier3.aspx>. Payment processing fees are subject to change. A description of Blackbaud's payment processing solutions is available when setting up Your payment processing account with Blackbaud, and a copy is set forth at <http://www.blackbaud.com/files/bbms/bbpstc.pdf>

Renewals:

Unless You notify Blackbaud in writing of Your desire to cancel at least forty-five (45) days prior to the start of the upcoming renewal term, Your Subscription shall renew for consecutive terms months. Renewal fees or Subscription pricing for renewal terms are subject to a reasonable adjustment.

Fees, Expenses and Payment:

- a. **Fees, Duties, and Taxes.** Fees for Solutions are set forth in this Order Form, exclusive of taxes. Unless Blackbaud has a current and valid tax exemption certificate on file, You will be responsible for all applicable taxes.
- b. **Expenses.** If Blackbaud incurs reasonable travel and living expenses to perform Your Services, You are required to reimburse Blackbaud for such expenses pursuant to Blackbaud's then-current travel policy, available to You upon request.
- c. **Invoices.** The initial invoice for Your Solutions is issued immediately following Order Form signature. All other invoices shall be issued as follows: (i) invoices for Services will be issued in accordance with the applicable SOW; (ii) pro forma invoices for upcoming Subscription renewals shall be sent to You at least sixty (60) days prior to the start of the renewal term; (iii) and unless terminated in compliance with the Suspension; Acceptable Use Policy (Section 3(a) of the Blackbaud Solutions Agreement), final renewal invoices for Subscriptions will be issued at least thirty (30) days prior to the start of the renewal term.
- d. **Payments and Late Payments.** Payment is due as stated in this Order Form. All payments are non-refundable except in the event of Our uncured material default under this agreement. If You believe an invoice is inaccurate, You must notify Blackbaud in writing within thirty (30) days from the date of such invoice. Except for amounts subject to a good faith dispute, We may invoice You an interest rate allowable under applicable laws for any outstanding invoice not paid when due.

Our records indicate that you are Tax Exempt. You will not be charged sales tax on your orders as long as your exemption certificate has not expired. If it has expired, send the new certificate to: SalesTaxExemptCertificates2@blackbaud.com

You acknowledge that certain aspects of Our Solutions interface with and share client content with partner applications purchased by You from third parties ("Partner Applications"). We make no warranty with respect to any Partner Applications, and We shall have no liability should client content become unavailable from such Partner Applications for any reason. Your use and remedies with respect to such Partner Applications shall be pursuant to the applicable third-party agreements in place between You and the third-party provider of the Partner Application.

Pricing for Your Blackbaud subscription solution is based on Your number of records. If You exceed the number of records for Your level, Your Subscription will be upgraded to the next applicable level. Once You are upgraded, You may not reset to a lower usage level until Your next renewal period.

Your purchase includes Blackbaud Merchant Services ("BBMS") for the processing of electronic payments within your Blackbaud Solution(s) and is subject to the Blackbaud Payment Services Terms. You agree to use BBMS as your exclusive processor for all available forms of electronic payments within all Blackbaud Solutions for the term set forth on this Order Form. Use of an alternate processing solution during this term is subject to interconnect gateway fees plus additional processing fees equal to the standard BBMS rate.

RE NXT Email sends (Annual Limit): UNLIMITED

As a Raiser's Edge NXT customer you benefit from the SKY API capability. Should you choose to use this capability, you can make up to 25,000 calls to the SKY API per day with a global rate limit of 10 calls per second. For additional calls per day, you must purchase additional usage from Blackbaud. Once you have made your allotted number of calls, you will not be permitted to make any more calls that day.

As a Financial Edge NXT customer you benefit from the SKY API capability. Should you choose to use this capability, you can make up to 25,000 calls to the SKY API per day with a global rate limit of 5 calls per second. For additional calls per day, you must purchase additional usage from Blackbaud. Once You have made your allotted number of calls, you will not be permitted to make any more calls that day.

This Order Form is effective as of 09/15/2020 (the "Effective Date") and continues for the term set forth herein. Subscriptions are billed according to the schedule set forth above.

Scopes of Work

The Professional and Consulting services charges listed on this Order Form are for this purchase only and are subject to the [Professional and Consulting Services General Terms](#). Information specific to the Professional and Consulting services project, or work, can be found in the applicable Statement(s) of Work (SOW).

Project Contact Name:

Enter text here to overwrite the above Project Contact Name:

Project Contact Email:

Enter text here to overwrite the above Project Contact Email:

Signatures:

IN WITNESS WHEREOF, the parties have caused this Order Form to be executed by their duly authorized representatives.

AGREED:

Client: Lake County Forest Preserve
District

Blackbaud Inc.

By:



Name:

Name: Kevin Mooney

Title:

Title: President, General Markets
Business Unit

Date:

Date: 10/15/2020

All proposed modifications, variations, edits, or additions to this Order Form are objected to and deemed material unless otherwise mutually agreed to in writing.