

SERVICE AGREEMENT CITY OF FRESNO, CALIFORNIA

THIS AGREEMENT is made and entered into effective the _____ day of October 2018 ("Effective Date"), by and between the CITY OF FRESNO, a California municipal corporation ("City" or "Licensee"), and INFOR (US), INC. a Delaware corporation ("Infor").

RECITALS

WHEREAS, City desires to obtain Infor Enterprise Asset Management (EAM) Implementation services for the Department of Public Utilities and Department of Public Works (Project); and

WHEREAS, Infor is engaged in the business of furnishing such services as a provider and implementer of EAM enterprise software and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement; and

WHEREAS, Infor acknowledges that this Agreement is subject to the requirements of Fresno Municipal Code Section 4-107; and

WHEREAS, this Agreement will be administered for City by its Public Utilities Director (Administrator) or designee.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. Scope of Services. Infor shall perform the Services described in **Exhibit A-1**, including all work incidental to, or necessary to perform, such Services even though not specifically described in **Exhibit A-1**, together with the Infor Software Services Agreement ("Infor SSA") as amended and mutually agreed to by the parties herein, **Exhibit A-2**, provided that any conflict between the body of this Agreement and any Exhibit shall be resolved such that terms set forth in the body of this Agreement controls.

2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above, the Effective Date and shall continue in full force and effect through 36 (thirty-six) months from the Effective Date [End Date] subject to any earlier termination in accordance with this Agreement. The services of Infor as described in **Exhibit A-1** are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit A-1**.

3. Compensation.

(a) Infor's sole compensation for all Services required or rendered pursuant to this Agreement shall be a total fee not to exceed \$1,483,294.00, paid on the basis of the rates set forth in the schedule of fees and expenses contained in **Exhibit A-1**. Such fee includes all expenses incurred by Infor in performance of the Services.

(b) The parties may modify this Agreement to increase or decrease the scope of Services or provide for the rendition of services not required by this Agreement, which modification shall include an adjustment to Infor's compensation. Any change in the scope of Services must be made by written amendment to the Agreement signed by an authorized

representative for each party. Infor shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

4. Termination, Remedies, and Force Majeure.

(a) This Agreement shall terminate without any liability of City to Infor upon the earlier of: (i) Infor's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against Infor; or (ii) 7 calendar days prior written notice with or without cause by City to Infor; or (iii) City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.

(b) Promptly upon any termination or expiration of this Agreement, Infor shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to City any and all unearned payments and all properties and materials in the possession of Infor that are owned by City. Subject to the terms of this Agreement, Infor shall be paid compensation for Services performed prior to the effective date of termination. Infor shall not be paid for any work or Services performed or costs incurred which reasonably could have been avoided.

(c) In no event shall any payment by City pursuant to this Agreement constitute a waiver by City of any breach of this Agreement which may then exist on the part of Infor, nor shall such payment impair or prejudice any remedy available to City with respect to the breach.

(d) Upon any breach of this Agreement by Infor, City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement. If it is determined that City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

(e) Infor shall provide City with adequate written assurances of future performance, upon Administrator's request, in the event Infor fails to comply with any terms or conditions of this Agreement.

(f) Infor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Infor and without its fault or negligence such as, acts of God or the public enemy, acts of City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. Infor shall notify Administrator in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

5. Confidential Information and Ownership of Documents.

(a) During the term of this Agreement, and thereafter, Infor shall not, without the prior written consent of City, disclose to anyone any City Confidential Information. The term Confidential Information for the purposes of this Agreement shall include all proprietary and confidential information of City, including but not limited to business plans, marketing plans, financial information, materials, compilations, documents, instruments, models, source or object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary to City.

(b) If Infor should subcontract all or any portion of the services to be performed under this Agreement, Infor shall cause each subcontractor to also comply with the requirements of this Section 5.

(c) This Section 5 shall survive expiration or termination of this Agreement.

6. Level of Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as Infor represents to City that Infor and its subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards of said industry necessary to perform the Services agreed to be done by it under this Agreement, City relies upon the skill of Infor and its subcontractors, if any, to do and perform such Services in a skillful manner and Infor agrees to thus perform the Services and require the same of any subcontractors. Therefore, any acceptance of such Services by City shall not operate as a release of Infor or any subcontractors from said industry and professional standards.

7. Indemnification. To the furthest extent allowed by law, Infor shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the gross negligence, recklessness or willful misconduct of Infor, its principals, officers, employees, agents, or volunteers in the performance of this Agreement.

If Infor should subcontract all or any portion of the Services to be performed under this Agreement, Infor shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

8. Insurance.

(a) Throughout the life of this Agreement, Infor shall pay for and maintain in full force and effect all insurance as required in **Exhibit B**, which is incorporated into and part of this Agreement, with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by City's Risk Manager or designee at any time and in its sole discretion. The required policies of insurance as stated in Exhibit B shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to City, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, Infor or any of its subcontractors fail to maintain any required insurance in full force and effect, all Services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Infor shall be withheld until notice is received by City that the required insurance

has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve Infor of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by Infor shall not be deemed to release or diminish the liability of Infor, including liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Infor. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Infor, its principals, officers, agents, employees, or persons under the supervision of Infor, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

(d) Upon request of City, Infor shall immediately furnish City with a copy of the Certificate of Insurance and any applicable endorsements required under this Agreement. This requirement shall survive expiration or termination of this Agreement.

(e) If Infor should subcontract all or any portion of the Services to be performed under this Agreement, Infor shall require each subcontractor/sub-consultant to provide insurance protection, as an additional insured, to the City and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with Infor and City prior to the commencement of any services by the subcontractor. Infor and any subcontractor/sub-consultant shall establish additional insured status for City, its officers, officials, employees, agents, and volunteers.

9. Conflict of Interest and Non-Solicitation.

(a) Prior to City's execution of this Agreement, Infor shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in **Exhibit C**. During the term of this Agreement, Infor shall have the obligation and duty to immediately notify City in writing of any change to the information provided by Infor in such statement.

(b) Infor shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of City, Infor shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, Infor and the respective subcontractor(s) are in full compliance with all laws and regulations. Infor shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, Infor shall immediately notify City of these facts in writing.

(c) In performing the work or Services to be provided hereunder, Infor shall not employ or retain the services of any person while such person either is employed by City or is a member of any City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(d) Infor represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(e) Infor and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, Infor shall remain responsible for complying with Section 9(a), above.

(f) If Infor should subcontract all or any portion of the work to be performed or Services to be provided under this Agreement, Infor shall include the provisions of this Section 9 in each subcontract and require its subcontractors to comply therewith.

(g) This Section 9 shall survive expiration or termination of this Agreement.

10. General Terms.

(a) Except as otherwise provided by law, all notices expressly required of City within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the Administrator or designee.

(b) In addition, all books, documents, papers, and records of Infor pertaining to the project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. If any litigation, claim, negotiations, audit or other action is commenced before the expiration of said time period, all records shall be retained and made available to City until such action is resolved, or until the end of said time period whichever shall later occur. If Infor should subcontract all or any portion of the services to be performed under this Agreement, Infor shall cause each subcontractor to also comply with the requirements of this paragraph. This Section 10(b) shall survive expiration or termination of this Agreement.

(c) Prior to execution of this Agreement by City, Infor shall have provided evidence to City that Infor is licensed to perform the Services called for by this Agreement (or that no license is required). If Infor should subcontract all or any portion of the work or services to be performed under this Agreement, Infor shall require each subcontractor to provide evidence to City that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.

11. Nondiscrimination. To the extent required by controlling federal, state and local law, Infor shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, Infor agrees as follows:

(a) Infor will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(b) Infor will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Infor shall ensure that applicants are

employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to Infor's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Infor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(c) Infor will, in all solicitations or advertisements for employees placed by or on behalf of Infor in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

(d) Infor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of Infor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) If Infor should subcontract all or any portion of the Services to be performed under this Agreement, Infor shall cause each subcontractor to also comply with the requirements of this Section 11.

12. Independent Contractor.

(a) In the furnishing of the Services provided for herein, Infor is acting solely as an independent contractor. Neither Infor, nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of City for any purpose. City shall have no right to control or supervise or direct the manner or method by which Infor shall perform its work and functions. However, City shall retain the right to administer this Agreement so as to verify that Infor is performing its obligations in accordance with the terms and conditions thereof.

(b) This Agreement does not evidence a partnership or joint venture between Infor and City. Infor shall have no authority to bind City absent City's express written consent. Except to the extent otherwise provided in this Agreement, Infor shall bear its own costs and expenses in pursuit thereof.

(c) Because of its status as an independent contractor, Infor and its officers, agents, and employees shall have absolutely no right to employment rights and benefits available to City employees. Infor shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, Infor shall be solely responsible, indemnify, defend and save City harmless from all matters relating to employment and tax withholding for and payment of Infor's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in City employment benefits, entitlements, programs and/or funds offered employees of City whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, Infor may be providing services to others unrelated to City or to this Agreement.

13. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally,

transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

14. Binding. Subject to Section 15, below, once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

15. Compliance With Law. In providing the Services required under this Agreement, Infor shall at all times comply with all applicable laws of the United States, the State of California and City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

16. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

17. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

18. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

19. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.

20. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

21. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

22. Precedence of Documents. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment.

23. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

24. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

25. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both City and Infor.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

By: _____
Michael Carbajal, Director
Department of Public Utilities

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: *Amanda Freeman* 12/9/10
Amanda Freeman Date
Senior Deputy City Attorney

ATTEST:
YVONNE SPENCE
City Clerk, CRM MMC

By: _____
Deputy

Addresses:

CITY:
City of Fresno
Attention: John Turnipseed, Project
Manager
Wastewater Management Division
5607 W. Jensen Ave
Fresno, CA 93706
Phone: (559) 621-5295
FAX: (559) 457-1595

INFOR (US), INC.,
a Delaware corporation

By: *Gregory M. Giangordano*
Name: Gregory M. Giangordano
Title: CVP & General Counsel
(If corporation or LLC, Board
Chair, Pres. or Vice Pres.)

By: *Brad Steiner*
Name: Brad Steiner
Title: Secretary
(If corporation or LLC, CFO, Treasurer,
Secretary or Assistant Secretary)

INFOR:
Infor (US), Inc.
Attention: Lindsay Pritchard,
Associate General Counsel
380 St. Peter Street
St. Paul, MN 55102
Phone: (651) 767-7000
FAX: (651) 767-4927

Attachments:

1. Exhibit A-1- Scope of Services and Exhibit A-2 Infor Software Services Agreement
2. Exhibit B - Insurance Requirements
3. Exhibit C - Conflict of Interest Disclosure Form

EXHIBIT A-1

SCOPE OF SERVICES Service Agreement between City of Fresno and Infor (US), Inc.

Infor Enterprise Asset Management (EAM) Implementation Services Only
PROJECT TITLE

5.0. Project Initiation – Assessment of Current City Processes

Kickoff meeting with City Leadership and Project Teams to conduct preliminary high level interviews to formalize project team structure, project team roles, and work structure breakdown.

5.1. Infor EAM, Version 11.3(or higher) Software System

Infor EAM is to be installed and operated under the following conditions:

- Licensee will operate Infor EAM with in its in-house data center
- Licensee will own the software and hardware licenses
- Licensee will work with Infor to implement the steps necessary to move onto the new Infor EAM system
- Product configuration rather than product modification will take precedence
- Licensee will consider altering its business processes to fit the new workflows instead of implementing custom software

License Software Scope Assumptions and Licensee Obligations

Any software licenses required for this project will need to be purchased separately by the Licensee and are covered by a separate Software License Agreement. All Licensed Software is subject to the terms of the License Agreement and nothing herein shall serve to modify such terms or expand the scope of the license granted thereunder.

Unless otherwise agreed to herein, Infor will install the production release version of the Licensed Software. This Exhibit does not include performing any upgrades to the installed Licensed Software.

Logging incidents with Infor Support, as well as the application of fixes or patches that are made available by Infor Support, are the responsibility of the Licensee, and therefore the effort associated with these activities has not been included in Infor's estimates and scope of work.

The installation of Licensed Software will be done during regular Licensee business hours.

For the applications installed on Licensee hardware, Infor will install the Licensed Software in three (3) environments; DEV, QA and PROD. Infor assumes that Licensee will provide resources for knowledge transfer who, in turn, could support incremental future installations, where applicable.

Infor will be granted VPN access to perform technical tasks remotely.

5.2. Inventory Management System

Infor EAM will be used for Materials and Procurement Management within the Water Division's warehouse and Tool Repair Shop.

Sewer Collections will be utilizing the WMD warehouse for inventory which is currently using EAM and will not require integration.

- Licensee will use the inventory management system for the following:

- Materials Management - Determine correct stocking levels to provide an acceptable service level of parts and supplies to meet anticipated demand from maintenance. Minimize the working capital invested in stocked parts and supplies, and automate storage room management, purchase requisitioning, goods receipts and returns, parts repair, and record-keeping.
- Procurement Management - Manage every aspect of the purchasing cycle from requisition creation, approvals, supplier selection, purchase order placement, and goods receipt through invoice matching. Ensure the selection of qualified suppliers and obtain the best price and delivery terms.

Infor will provide guidance and recommendations for the barcode scanners and barcode printers to be used by Licensee. Barcode scanners and printers must be procured by Licensee and such procurement is outside the scope of these services. The implementation approach will address the fact that barcode scanners can be used for Inventory Management, Asset Tracking, Inventory Counts, Price and Quantity verification and Picking and Receiving of Parts and materials.

5.3. Migrate and Configure Sewer Operations

Infor will provide Services for the migration of static data

- Convert existing asset information, including asset history from Hansen, version 7 to EAM
- Integrate EAM GIS module for work order creation and asset information and history
- Integrate to FresGo mobile application
- Set up EAM mobile application

5.4. Migrate and Configure Environmental Services Operations at the WMD

Infor will provide Services for the migration of static data

- Convert existing Monitoring Sampling Data, permit information, lab results.
- Create chain of custody documents, Environmental Control Reports, and Purge Data Sheets
- Much of this information is or can be converted into Excel.

5.5. Implement New Water Division Distribution Operations

- The Water Division does not currently have a mature maintenance management system in place.
- No data migration will be needed.
- Set up EAM mobile application

5.6. Migrate and Configure Streets and Landscape Maintenance

Infor will provide Services for the migration of static data

- Convert existing asset information, including asset history from Hansen, version 7 to EAM
- Integrate to GIS module within EAM for work order creation and asset information
- Integrate to FresGo mobile application
- Set up EAM mobile application

5.7. System Implementation Plan

Infor shall prepare a System Implementation Plan that includes a detailed description of the following:

5.7.1 Project Management Plan – Infor will submit a detailed plan showing how the project will be managed including key project team members in addition to the Project Manager. This plan will include any requirements that Infor has for Licensee or any expectations of Licensee Staff that is necessary to complete the system implementation.

5.7.2 System Implementation Schedule – Infor will submit a detailed System Implementation Schedule. Infor shall provide a short narrative of each task as it relates to the project, including tasks that Infor expects Licensee to perform. A final System Implementation Plan will be mutually agreed between Infor and Licensee.

5.7.3 Data Security Plan – Infor will submit a data security plan to ensure that Licensee's data or software systems will not be compromised during the implementation of this project.

5.7.4 Master Test Plan – Infor will certify, in writing, to Licensee that the software is installed and ready for testing (Go-Live). Licensee will have 90 days to notify Infor, in writing, of any specific deficiencies or issues with the system and will expect a resolution within 30 days of disclosure of the deficiency. Licensee will expect Infor to perform the following test. A resolution can be that a product update could resolve the issue or licensee could receive notification that the issue has been escalated. The Master Test Plan will be a compilation of two documents; the Integration Test Plan, and the Regression Test Plan:

- Integration Test Plan - a description of how the system will be tested. It is to contain a checklist of all functions and their desired results. In any available case, test data should be described with the desired result, so that testing can verify that calculations and data manipulations are producing the desired results. This list will be used for functional testing of the system by Licensee.
- Regression Test Plan - will be used if the project requires there to be modifications to any system already in-use by Licensee. Regression Testing must ensure that the changes to any affected systems do not impact the daily work of those that use them. The Regression Test Plan must be well defined and have to reach out to any User Group that interacts with the modified system

5.7.5 Data Migration Plan – Licensee requires the services of Infor to extract data from existing data files in Hansen v7. Infor EAM must also integrate with Licensee's PeopleSoft Financial Reporting System and "FresGo" service request mobile app. Infor will be required to submit a plan for migrating data from Licensee's legacy systems into the new Infor EAM system. This plan should include timeframe, method of migration, recovery plan and data validation process. Licensee will provide all necessary information and asset data to Infor for purposes of data migration.

Data Migration and Conversion Assumptions and Licensee Obligations

Infor will conduct a data migration workshop which validates conversion scope and introduces Licensee to the various standard approaches used to convert data into an Infor database.

Infor will develop, manage and execute a plan for the conversion work that will meet the milestones of the Project plan.

Infor is responsible for conversion activities with Licensee providing SMEs and support as needed, and this includes but is not limited to the following:

Extracting and cleansing legacy data, and transforming/mapping into prescribed formats provided by Infor.

Designing and building any conversion programs that may be required.

Converting data into the Infor system.

Reconciling and validating converted data, and correcting and reloading data with errors.

5.7.6 Change Management Procedure – The Infor will submit Change Management Procedures to Licensee that will describe the process Infor will follow in the event there is a change that will adversely impact the project.

5.7.7 Training/Education Plan - Infor must provide a training plan for Infor EAM. The plan must include user group levels, course duration, course description and any course prerequisites. Proposed training costs should include the costs of onsite training that include hands-on classes. Infor will provide "Train the Trainer," "End User" and "Systems Training."

Licensee is interested in a level of training that includes familiarity with the software solution at the onset of the project, involvement of users throughout the configuration and final training near the conclusion of the implementation and prior to the "go live" date.

All training will be conducted within the City. Similar training can be combined among Department of Public Utilities (DPU) and Department of Public Works (DPW) to minimize the amount of training hours that will be needed.

The End User Adoption and Training tasks, work products and events identified below are within the Project scope.

Infor will staff a Principal Training Lead during the Elaboration Phase with responsibility for key end-user training strategy/approach work products and activities listed below:

| | |
|--|---|
| Training Program Management (Training Lead) | Principal Resource will be responsible for the overall training program (staff, deliverables, project plan, etc.), training material quality assurance, and driving training success factors through the PMO and Project Sponsors. |
| Training Needs Assessment, Strategy & Approach | This work product provides an assessment of the targeted users, learning culture, existing learning practices, learning infrastructure, and impacted business processes and systems to formulate an overall Training Strategy. This also includes the Training Program's overall approach, assessment/evaluation approach, team organization, timelines, goals/objectives, and critical success factors. Infor will lead this effort with contribution from Licensee. |
| High-level Curriculum | This work product provides the End-user Training Curriculum detailing the courses, high level topics, participant groups, and course length and delivery format. Infor will lead this effort with contribution from Licensee. |
| Training Material Standards, Prototypes, and Templates | These work products detail the overall courseware standards for the training effort and includes details on the development process, e.g. storage, file naming, development process and sign-off, etc. The Prototypes and templates represent the tools and look and feel for which the courseware will be developed. Infor will lead this effort with contribution from Licensee. |

| | |
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| Training Environment Approach & Plan | This work product provides the approach and plan for the establishment and sustainability of the Training Environment. It outlines the overall approach, timelines, roles/responsibilities, and covers critical topics such as user administration and security, data conversions, refresh schedules, freeze points, and back-ups. Infor will lead this effort with contribution from Licensee. |
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| Detailed Course Designs & Course Material Development - Instructor-led material only | <p>For each course identified in the High Level Curriculum, a Detailed Course Design work product will provide performance objectives, detailed course module and activity outlines, delivery medium, duration, targeted audience, and assessment and evaluation approaches.</p> <p>Based on signed-off Detailed Course Design, training course material work products will be developed to support instructor-led training delivery for each in-scope course. Course components may include: Instructor Guide, Participant Guide, Instructor/Concept Slides, Demonstrations, Exercises, Quick Reference Guides, and Course Evaluations. This will also include the activities to data load and test demonstrations and exercises in a Licensee provided training environment. Infor and Licensee will jointly lead these efforts.</p> <p>Relevant Assumptions:</p> <p>Infor estimates the scope to consist of training materials to support up to 4 days of instructor-led training content, 32 Hands-on exercises, 3 Job Aids (one per agency) and 40 hours of Train the Trainer workshop. This will be validated during the</p> |
| Training Deployment (Roll-out) Plan | This work product provides a plan to address the activities and preparations that must occur for a successful training delivery. Topics in the deliverable include trainer preparation and communications, printing and distribution, training room preparations, course enrollment and scheduling, and training communications and support. Infor and Licensee will jointly lead |
| Train-the-Trainer Program | This activity includes the creation and delivery of a Train-the-Trainer workshop that will introduce trainers to the Training Program, course components, and provide coaching and labs for developing facilitation skills. Additionally, this will include the activities for a course review, and dry run session for Infor developed courses. Infor and Licensee will jointly lead these |
| Training Delivery | <p>These activities entail the preparation for and delivery of the Project developed courses to end-users in a classroom or virtual setting. Licensee will be responsible for this effort.</p> <p>Relevant Assumptions:</p> <ul style="list-style-type: none"> • Licensee will be responsible for providing trainers to deliver all end- user training sessions. |

End User Training Assumptions and Licensee Obligations

- Licensee will provide a Training Lead to co-design the training solution with Infor Training Lead. Licensee Training Lead should start in the Elaboration phase of Phase 1 and be available for the project duration.
- Training deliverables will be prepared and delivered in American English only. Infor has the capability for language translation but it is not included in the price. Infor will scope and provide pricing upon request.
- Infor developed course materials will be developed using Microsoft Word, PowerPoint, and Excel. Simulations will be developed using industry standard solutions, or another agreed upon tool. e-Learning will be developed using an agreed-upon tool such as Articulate Storyline or Captivate.
- Licensee is responsible for obtaining agreed upon tool(s) to be used in the development of training material and organizing training from Infor on the tool for Licensee resources.
- Licensee is responsible for providing and maintaining a web-server to host training materials and simulations, if desired.
- Licensee is responsible for providing Business Area Subject Matter Experts to provide guidance/knowledge for the development of course material, and to participate in course material review cycles. Infor assumes a single review cycle and three-day turnaround for all training material reviews unless otherwise agreed to by the Infor and Licensee Project Managers.
- Licensee is responsible for all Training Delivery logistics. This is to include, but not limited to, enrolling and scheduling of trainees and trainers, printing and shipping of course materials, and obtainment and preparation of training facilities.
- Licensee will be responsible for providing and supporting a training environment to be used in the development of training materials and to deliver end-user training. During training delivery this environment will be used to support demonstrations and exercises. Licensee will be responsible for providing an environment that contains base data to support demonstrations and exercises. Security and administration of user IDs will be a Licensee responsibility for all relevant users (e.g., students, trainers, content publishers, systems administrators, etc.).
- The ability of Infor to complete the training project deliverables on time is dependent on Licensee schedules and staff availability. Therefore, any schedule changes or staff availability by Licensee may result in a corresponding change of the deadline by which associated Infor deliverables will be due. Infor will notify Licensee of potential schedule changes when they become apparent and the parties will mutually agree to any change in the schedule and/or costs.
- For private, Licensee-site training, Licensee will provide training accommodations and facilities including a computer work station for every attendee, a computer workstation for the instructor, internet access on all workstations to access Infor training environment (when applicable) and/or the Licensee environment (when applicable), printer access from each workstation, white board and flip-chart with markers, and a computer projector.

Project Team Readiness & Training Scope

- “Project Team Readiness & Training Scope” means the efforts related to preparing Project team members with the skills and competencies required for their roles on the Project and to sustain the solution/system post go-live.
- Infor will deliver 5 days of Project Team training at the beginning of the implementation, designed to be an interactive walk-through of the EAM software solution. Training topics will be determined and mutually agreed at that time. In addition, Infor will provide 5 days of System Administration Training or Technical Training, to be delivered at a mutually-agreed point in the project (likely toward the middle to end of the project cycle, to help ensure effective knowledge transfer).

5.7.8 Testing

Within Infor “Deployment Method,” testing encapsulates a key set of test phases and associated activities that spans across multiple Infor deployment phases. The Deployment Method also includes a clear understanding of objectives and Infor versus Licensee roles and responsibilities. These testing requirements during each test phase are critical since each phase is the culmination and acceptance of many predecessor activities.

Infor will provide a formal document early in the project that will address:

- Test Planning
- Development of Test Scenarios/Scripts
- Execution of Test Scenarios/Scripts
- Documentation of Test Results
- Test Issue Resolution
- Test Phase Sign-off

Acceptance testing criteria will be jointly agreed by Infor and **Licensee**.

The following outlines how testing will be approached for this Project, along with test-related roles and responsibilities:

Unit Testing:

1. Description/Purpose: Unit testing validates individual units or components of custom code. Regardless of the system, units are generally considered to be the smallest parts of an application that can be tested for their functionality. Unit testing validates that the individual custom components are fit-for-use and function correctly to meet the relevant technical specifications.
2. Roles and Responsibilities, Unit Testing is assumed to be performed by the same individuals responsible for development, unless stated otherwise.

Integration Testing:

1. Description/Purpose: Integration Testing validates the integration of multiple units of custom code or components. Integration testing validates that when the individual custom components are combined, the interfaces between the individual units or components function correctly per the technical specifications.
2. Roles and Responsibilities, Integration Testing is assumed to be performed by the same individuals responsible for development, unless otherwise stated. Licensee will provide a QA environment for the system being interfaced to for testing.

Integrated System Testing:

1. Description/Purpose: Integrated System Testing includes testing the business processes in a complete end-to-end manner.
2. Roles and Responsibilities: Both Infor and Licensee will participate in Integrated System Testing. Infor will develop 40 scripts or scenarios for Integrated System Testing. Licensee may choose to create additional scripts or scenarios as needed. Infor will have a lead role with Licensee participating and supporting for knowledge transfer. A defect log will be jointly managed by Infor and Licensee and regular status meetings will be held to track both progress and outstanding issues.

User Acceptance Testing:

1. Description/Purpose: User Acceptance Testing is the final phase of testing.
2. Roles and Responsibilities: : Infor will update the 40 scripts or scenarios used in IST, to be applied to UAT. Licensee may choose to create additional scripts, and may use the initial 25 scripts as a template to do so. Infor will provide forty (40) hours of testing support to assist Licensee with User Acceptance Testing. A defect log will be jointly managed by Infor and Licensee and regular status meetings will be held to track both progress and outstanding issues.

5.7.9 System Cut-Over Plan –Infor will provide a cut-over plan for each new process solution. Infor should be sure to include the time required, department/staff affected, potential impacts to the affected departments/staff during the cut-over, and safeguards to prevent the loss of data if a problem is encountered during the cut-over.

Cut-Over Support Assumptions and Licensee Obligations

If the Licensee is not ready to Go Live upon completion of the Services described in this Exhibit A, additional Services and training may be required ("Additional Work").

The Infor Project Manager will work together with the Licensee Project Manager to develop a joint post Go-Live support resource plan.

Licensee process owners and key users will provide first line support to Licensee end users.

Infor consultants will support the Licensee process owners and key users with resolution of process questions and provide Infor application assistance where required subject to the Go-Live consulting hours above.

5.7.10 Milestones and Deliverables - Milestones will be used to measure progress throughout the project. Pay requests will be made only after deliverables associated with each milestone have been accepted.

Infor will prepare a System Implementation Plan consisting of the following which will be tracked as tasks during the project:

- Implementation and integration of Infor EAM software.
- Project Management Plan
- System Implementation Schedule (Critical Path) (bi-weekly updates required)
- Data Security Plan
- Master Test Plan
- Data Migration Plan
- Change Management Procedure
- Training/Education Plan
- System Cut-over Plan
- Implement the inventory control module and/or system into Licensee's operational work flows

- and set up barcoding.
- Create a fully functional relational database
- Provide and execute required scripts to convert historical data as specified by user departments that will be migrated.
- New database with all information converted.
- Population of database from existing and new sources.
- Database documentation of the data model and data logical models including entity-relationship diagrams, complete documentation for scripts or stored procedures and data directories where appropriate. The format of documentation for the logical data model should include drawings.
- Detailed system maintenance documentation.
- Train personnel. Certification of training completion along with key functional departmental staff, Infor will conduct application user classes and shall be responsible for the training of all functional departmental staff.

5.7.10.1 Acceptance Process

Upon completion of any deliverable set forth in Section 5.7.10, "Milestones and Deliverables", Infor shall provide a copy of the deliverable to the Licensee. Licensee has five (5) business days after Infor's submission of the deliverable or completion of the activity ("Acceptance Period") to give Infor written notice specifying any deficiencies of such deliverable or activity against the description for such deliverable or activity specified in this Work Order in detail. Deficiencies must be substantive in nature relating to a significant potential business impact that could be caused by implementing the deliverable without a cure. Documentation related items such as: Font, style, spacing, headings, page numbers, and table of contents are not considered deficiencies. If provided such notice, Infor shall use reasonable efforts to promptly cure any agreed deficiencies after completing such cure, Infor shall resubmit the deliverable or perform the activity for Licensee review as set forth above (with a new 5-day Acceptance Period beginning). Licensee's acceptance shall be in writing; however, if Licensee fails to provide written notice of any deficiencies (or written acceptance) within an Acceptance Period, as provided above, such deliverable or activity shall be deemed conclusively accepted at the end of the Acceptance Period.

5.8. Manage System Implement Services

EAM System must be equipped to receive incoming work/service requests; generate work orders; and track work orders, parts, materials, and other resources. Infor considered all factors when developing the project approach, implementation plan, and cost proposal.

5.8.1. Perform EAM Interfaces

The EAM system will be used by several sections within the Water Division which will require interfaces to different systems in order to minimize manual efforts. Licensee currently owns Infor's Web Services Tool Kit with two connector licenses. Licensee will purchase additional connector licenses as needed to integrate with the following applications below.

- **Accela CRM** - Licensee currently utilizes Accela's Citizen Resource Management application (formerly Public Stuff) to document service requests from citizens across many departments including those that utilize Hansen. Licensee brands this application as FresGo.
- **GIS** - Licensee has acquired the EAM GIS module to interface with ESRI GIS, ArcGIS, ArcSDE current versions
- **SunGard Public Sector's Naviline** - DPU utilizes a SunGard/Naviline (HTE), version 9.1.16.3.0 to transmit over 60,000 service orders and work orders to the Water Division yearly. The scope of work would include establishing an interface between "HTE" and EAM in order

- to eliminate the double typing of the requests.
- **SCADA** – The Water Division is currently using several versions of Citect SCADA. The oldest in use in Version 7.2, Service Pack 5, Rev A, 2010. Scope involves creating work requests in EAM that come from alerts in SCADA.
- **PeopleSoft v8.9 Financial and Human Resources System (General Ledger)** - Licensee uses version 8.9 PeopleSoft.
- **LabVantage** – Wastewater Management Division is currently the Laboratory Information Management System (LIMS), LabVantage, Sapphire, version 3.3. The Division plans to upgrade to version 8.3 before this RFP is awarded.
-

Interface Assumptions and Licensee Obligations

The integrations which are in scope for this Exhibit A of the implementation and included in Infor's pricing are: Accela CRM, GIS, SCADA, Sungard/Naviline and PeopleSoft.

Infor will provide scoping and design for the LabVantage/LIMS interface. A cost estimate for development will be provided for consideration as a Change Order or follow-on project.

All data files for outbound and inbound interfaces with Infor applications will be in the specified Infor standard file formats.

Licensee will provide access to any environment, data, and systems to test interfaces for all Licensee and third party systems to which the Infor applications will be interfaced with.

The Licensee will be responsible for building the source system side of the interface, as required.

Licensee is responsible for data validation efforts associated with interface testing, ensuring interfaced data, including any transformation, mapping or aggregating logic, is performing correctly.

5.8.2. Configuration Services Only as part of the implementation Services For Work Requests (Including from another system generated service request)

Article 1. Critical Features

Customer Information

- Records and manages customer contact information and address
- Allows for manual entry of customer contact types. Historical customer contact can be logged through a notes function. A chronological history of contact with the customer can be captured along with the date, time, and user ID of the person entering the notes into the system.
- Accepts unlimited, free form account memos and provides options of drop down screens

Work Request Management

- Processes, prioritizes, groups, and dispatches Work Request to various service centers.
- Tracks and displays the status of pending and completed Work Requests and Work Orders.

Work Request Initiation

- Processes a Work Request that can be dispatched to a specified work queue including hand-held devices.
- Processes Work Requests that can generate a Work Order to the EAM.

Article 2. Critical Features

Reporting

- Supports the development of user-customizable report output options: sort information by multiple fields as chosen by a user, minimize information selection based on multiple field criteria, multi-level totaling as defined by a user
- Allows for user to define "ad hoc" queries and reports
- Allows a user to generate and view a report on-line before printing
- Allows a user to view a report by selecting transactions by any combination of date ranges, transaction types, user ID, etc.

5.8.3. Configure Maintenance Management Functions

At a minimum, Infor must provide the functionalities listed below:

Article 3. General

- Supports records for multiple business entities
- Provides default field values for data entry with override capacity
- Supports the following output options: screen display, HTML format, print to file and printer.
- Is accessible via the internet and/or intranet
- Route work orders for optimum drive time

Article 4. Work Management

Infor EAM must be able to manage, plan, and monitor work and the resources necessary to complete work. Create standard, regular, and PM work orders and schedules, and define work information such as supervisors, permits, qualifications, employees, shifts, tools, and checklists.

Critical Features

Work/Service Request Evaluation and Approval

- Provides automatic notification and approval of work/service request and work orders
- Tracks unscheduled (response) maintenance/repairs

Work Planning and Scheduling

- Tracks predictive and scheduled (preventive) maintenance
- Issues and tracks work assignments or service requests and creates a maintenance history

Work Orders

- Tracks Labor, Equipment and Materials through Activity Based Costing
- Links Documents to Work Order
- Ability for SCADA or other event notification system to trigger a work order based on a condition, event, or business rule

Work Order Completion and Analysis

- Tracks inspection history on all infrastructure and assets
- Records and tracks Work Order history
- Produces reports that identify problem areas, conditions of assets, maintenance costs, etc.
- Tracks costs for budget purposes and capital improvement (Projects) projections
- Supports the following output options: screen display, HTML format, print to file, printer

Article 5. Asset Management

Implementation includes a comprehensive asset management plan that includes the ability to record, maintain, structure, and standardize asset information. Capture the identity, configuration, and structure of physical assets, their complete technical and commercial configurations, and current position (either by location, functional position, or tag) as well as past locations and maintenance history.

Critical Features

Asset Details and Tracking

- Displays work orders in an integrated, real-time environment allowing any of the aforementioned analysis to take place spatially.
- Links associated documents and/or can interface with a document management system.

Article 6. Inventory Management

Inventory management module must determine the correct stocking levels to provide an acceptable service level of parts and supplies to meet anticipated demand. Also, manage item current balances; reorder points, bin locations, product cost; monitor transactions and track the usage history of critical spare parts and materials; and integrate with handheld devices and bar coding technology for inventory transactions and auditing.

The Inventory Management system must support existing City operations.

The implementation approach will address the need for the barcode scanners can be used for Inventory Management, Asset Tracking, Inventory Counts, Price and Quantity verification and Picking and Receiving of Parts and materials.

Critical Features

Issue/Transfers/Returns

- Assigns resources from inventory to an asset, a Work Order, and to a specific crew and location. Ensure that requested materials and spare parts are readily available or can be obtained within an acceptable time period
- Tracks inventory transaction activities
- Removes a rotating asset (e.g. meter) from a location/return to inventory

Inventory Audit

- Performs usage analysis and prioritize items within the system
- Interfaces with bar coding and handheld technology
- Tracks changes to item current balance, location and cost

- Allows for cycle counting and physical inventory

Reorder Materials and Spare Parts

- Associates multiple vendors and manufactures with an item.
- Sets item reorder point or min/max and flag parts requiring reorder automatically.
- Automatically updates item current balance upon receipt of reordered items.

Procurement

- Manage every aspect of the purchasing cycle from requisition creation, approvals, supplier selection, purchase order placement, and goods receipt through invoice matching.
- Ensure the selection of qualified suppliers and obtain the best price and delivery terms.
- Set pricing based on terms of existing Requirements Contracts.

5.8.4. System Implementation

Licensee will provide the EAM software and hardware components for the installation. Infor will provide implementation services as described in Infor's System Implementation plan. The following are some of the required tasks to be included in system implementation:

The implementation may include but is not limited to the following:

- Design, configure and implement workflow formulas to automate existing DPU and DPW processes.
- Design and implement Dashboard and Reports. Infor may utilize existing Sewer applications in iView system, which is an intranet-based GIS providing easy access to City data, some of which is not available to the public (i.e. Assessor information, parcel owner, property value, etc.) as a template for the initial setup.
- Support City staff in updating existing web services (iView) which is utilized for mobile operations. This support will be limited to communicating any unique features or configurations of the EAM implementation. Actual iView programming changes will be conducted by City Staff.
- Support Licensee to interface the new EAM with FresGo (Accela - CRM); and mobile applications.
- Support Licensee to interface the new EAM with the SunGard/Naviline system.

Installation Services

The EAM system must be in accordance with the submitted system installation and implementation of the proposed solution. Infor must assist Licensee in establishing a team comprised of management, technical and user resources to be involved in the installation and implementation of the proposed systems and interfaces.

Change Management Services

Infor will manage the Change Management Procedure and support Licensee in its objective of having a "Zero Defect" system. The concept of "Zero Defect" mindset is to find and eliminate as many defects as possible within the system before it is delivered to Licensee Users. This process requires that Infor be dedicated to testing and reviewing all work before it is seen and used by Licensee. All work produced by Infor must go through Master Test Plan.

Server Environment

Infor will provide support to Licensee in selecting hardware and related operating system (OS) software that may be required outside of Infor's EAM implementation system. Licensee will procure the hardware, if necessary, through a separate contract. Infor must identify all server hardware, software and services required to implement and operate the integrated system. Hardware, RDBMS licensing and OS Licensing will be supplied separately by Licensee. The hardware platform must be adequate to support required processing requirements and response times. Licensee uses Intel-based blade server technology and has a VMware ESX requirement for Windows/SQL. Licensee prefers solutions that match Licensee's SQL Server standard. Infor will state how their solution will conform to Licensee's requirements.

Software Environment

The standard for the EAM system is to use SQL Server 2012 database technology and should provide a mechanism by which information can be accessed, manipulated, reported on, or simply queried. As a result, the EAM system should provide a facility to easily support user queries and reporting and Infor will identify all SQL Server required to implement and operate it. Additionally, the following are Licensee's Information System technology standards for the application:

- Windows OS
- Oracle Linux (Used in Oracle DB)
- VMware ESX 6+ for Windows/SQL
- Integrate with MS Office tools
- Microsoft Windows Graphical User Interface (GUI) Standards
- Ethernet-based networks using TCP/IP for client-server communications and communication with other City applications
- Applications that use web browser/web-based technology (http or https)
- Enterprise client/server technology over LAN/WAN application accessibility
- ESRI GIS, ArcGIS, ArcSDE current versions
- Autodesk AutoCAD current version, Civil Design current version, Map guide current version and Map3D
- Trimble GPS units
- Use of handheld mobile devices for field data entry/lookup
- Trend Micro AV
- MicroFocus ZenWorks for workstation bundle deployment

Geographic Information System (GIS)

GIS is a multi-departmental resource within the City that is not currently integrated with the current CMMS. Infor will enable the integration of EAM with GIS for 30 feature classes. Licensee currently owns the GIS module for EAM.

The GIS system is primarily based on ESRI's line of GIS products:

- ArcGIS 10.31 – ESRI map server hosting
- ArcSDE 9.0 installed (have license for 9.1) – Spatially enables a relational database (SQL/Oracle/DB2)
- ARCIMS 9.31 – Enables development of internet mapping elements (map layers)

The GIS currently has approximately 1 terabytes of geographic data.

The external site URL is <https://gis4u.fresno.gov/viewer/> public access for operational layers and general GIS resources.

5.9 Reporting, KPIs, Inboxes and Alert

Infor will provide training on reporting and advanced reporting capabilities. The scope includes:

- KPI's
 - 2 Simple, 1 Medium, 1 Complex
- Inbox
 - 3 Simple 2 Medium, 2 Complex
- Alerts
 - 2 Alert Development
- Reports - Infor will help develop 4 custom reports
 - 2 Simple, 1 Medium Complex, 1 Complex

Reports Scope Assumptions and Licensee Obligations

- Report development scope and deliverables will be mutually agreed upon.
- Infor will provide Advanced Report training and training on creating KPIs and Inboxes.

5.10 Deployment to Production and System Support Services

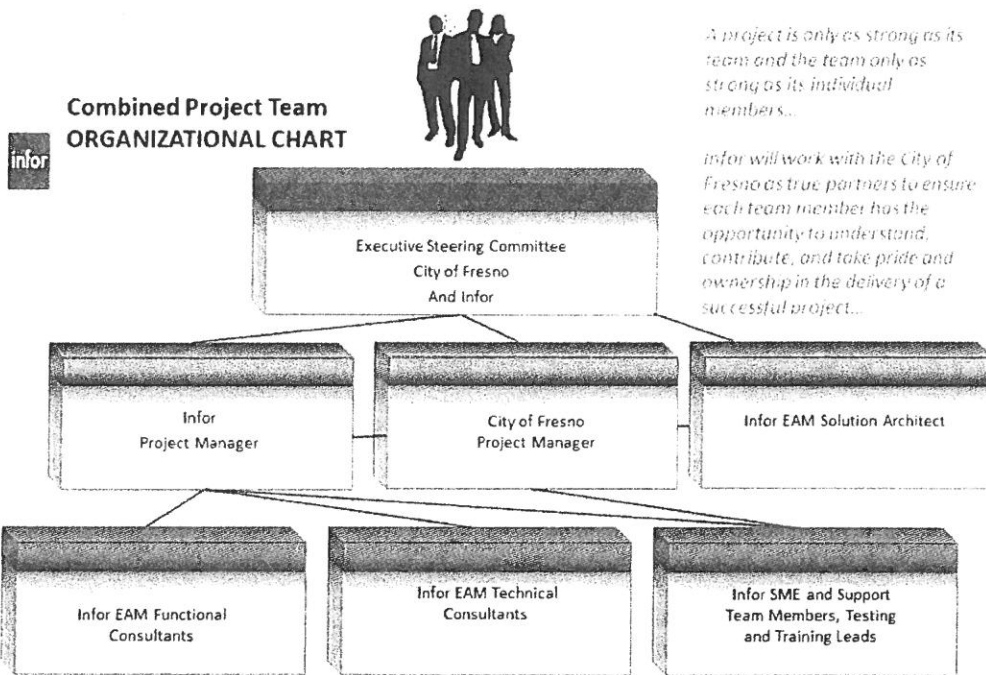
Infor will provide support services to Licensee during and after the deployment of the integrated system. Infor will maintain communications with, and provide Licensee an opportunity to comment on service, and report any problems with the system that has been used in a 'real world' fashion.

"Go-Live" is defined as the first time Licensee uses the Licensed Software to process data in Licensee's live production environment.

| Activity | Key Assumptions |
|---------------------------------|--|
| Functional Post Go-Live Support | Infor will provide up to 80 hours of go-live business consulting support to be used at the discretion of Licensee within 15 business days of cutover |
| System Post Go-Live support | Infor will provide up to 40 hours of go-live system consulting support to be used at the discretion of Licensee within 10 business days of cutover |

Infor can offer a block of hours that will be billed directly to the Department requesting the services. Service can include, but are not limited to general tech support, incident-based support, remote troubleshooting, and assistance with product updates.

5.11 Project Roles and Responsibilities



Below is a table depicting roles and responsibilities of the Licensee and Infor. In some cases the table shows two 'accountable', and two 'responsible'. This indicates that each party is assigned that designation for their part of the staff.

EXAMPLE: High Level RACI Chart

Legend

| | |
|----------------------------|--|
| R – Responsible: | The party who physically performs the work. |
| A – Accountable: | The decision maker and approver. |
| C – Consult/Support/Verify | Input may be solicited relating to the work to be performed and/or the deliverable. This role may verify that work product meets the acceptance criteria, and may be required to support the completion of the task or work product. |
| I – Inform: | May be (should be) notified as a courtesy, but not a decision maker or approver, nor involved in performing the work. |

| Task/Work Product | Both | Licensee | | | | | Infor | | | |
|---|------------------------------|-----------------|-----------------|-----|----|-----------------------|-----------------|-----------------|-----|--------------------|
| | Executive Steering Committee | Project Sponsor | Project Manager | PMO | IT | Business Users & SMEs | Project Sponsor | Project Manager | PMO | Consultants & SMEs |
| Escalate Project Related Matters Needing Attention | I | A | R | C | C | C | A | R | C | C |
| Perform Project Management Functions/Implement Project Governance | I | A | R | C | C | C | A | R | C | C |
| Act as Primary Point of Contact for Program Communication | I | A | R | C | C | C | A | R | C | C |
| Manage Program Resources, Resolve Personnel Issues, Fix Problems | | I | A | R | C | C | I | A | R | C |
| Manage Scope (as a part of Project Governance) | | A | R | C | | | A | R | C | |
| Manage Senior Management Communication | I | A | R | C | | | A | R | C | |
| Provide High Level Guidance to the Teams | | A | R | C | | | A | R | C | |
| Define, Manage, Maintain, Report and Enforce Quality | I | I | A | R | C | C | I | A | R | C |
| Meet on Monthly Basis to Review Project Status (ESC meeting) | A/R | C | C | C | | | C | C | C | |
| Meet on Bi-Weekly Basis to Review Project Status (Sponsor Meeting) | A | R | C | C | | | R | C | C | |
| Meet On Weekly Basis To Review Project Status (And All Other Artifacts) | | I | A | R | C | C | I | A | R | C |
| Define, Design, Perform And Verify Organizational Change Management | I | A | R | C | C | C | C | C | C | C |
| Make Decisions On Project Issues (As A Part Of Governance) | I | A | R | C | C | C | C | C | C | C |

| | Both | Licensee | | | | | Infor | | | |
|---|------|----------|---|---|---|---|-------|---|---|---|
| Identify, Discuss, Review, Verify And Implement Deliverable Acceptance Criteria | I | C | C | I | I | I | A | R | I | I |
| Facilitate Business Workflow, Workshops, Pilots To Ensure Meeting Business Requirements | | C | C | I | I | C | A | R | C | C |
| Provide Licensed Software Knowledge And Expertise During Life Cycle Phases Of The Program | | I | I | I | I | I | I | A | C | R |
| Provide Licensed Software Related Learning Assets As Needed | | I | I | I | I | I | I | A | I | R |
| Assist In Infrastructure Definition, Design, Implementation And Support | | I | C | I | C | C | A | R | I | C |
| Ensure Infrastructure & Configuration Availability For The Team | | | A | C | R | | | C | C | |
| Liaison Between Project Team And Business Users | | A | R | C | I | C | I | C | C | C |
| Define, Develop, Implement, Support Training Plan | I | A | R | C | C | C | A | R | C | C |
| Resolve Business User Conflicting Priority Between Job Roles And Program Support (Availability) | I | A | R | C | I | C | I | C | C | C |
| Prepare Executive Steering Committee Report And Respond To Executive Queries | I | A | R | C | C | C | A | R | C | C |
| Provide Timely Response And Acceptance Of Project Deliverables | | I | A | R | I | I | C | C | C | |
| Provide Technical Expertise In Support Of Data Conversion Needs And Infrastructure Support | | I | I | C | C | C | I | A | C | R |
| Unit Testing | | I | C | C | I | C | I | C | A | R |
| System Integration Testing | I | I | C | C | I | C | I | A | I | R |
| User Acceptance Testing | I | I | A | R | I | R | I | C | C | I |
| Performance Testing | I | I | A | R | I | R | I | C | C | C |

Resource Assumptions and Licensee Obligations

- Licensee acknowledges that all Project timelines are subject to timely provision of resources and performance of obligations.
- Licensee will provide Infor resources after-hours access to the Licensee Project site thru a VPN or physically if mutually agreed to.
- Licensee will provide, at no charge to Infor, personnel to carry out administrative functions on behalf of the Infor Project team. Licensee may choose to assign multiple people to cover the required tasks.
- The core Project team, including Infor and Licensee team members, will be co-located at a single Licensee location for all onsite Project work.
- Licensee Core Team Members: Licensee will assign to the Project highly experienced representatives from all the areas within scope for the duration of the Project, to ensure all Licensee Project activities are completed within the established Project timeline. These individuals will be qualified to define requirements for their respective disciplines and will be empowered to make process and policy decisions, including deliverable signoffs, and will engage other subject matter experts as needed.
- Licensee subject matter experts (SMEs): In addition to Licensee core team members, Licensee SMEs will be required from affected areas of the business to participate in business process requirements reviews and design workshops. Licensee will ensure these resources are identified in advance and are readily available to participate in meetings workshops and test events as defined in the Project work plan in order to keep the Project on schedule.
- Licensee will have full time technical resources assigned to the Project. Infor Technical Resources will engage in transfer knowledge to the Licensee technical team, which should result in decreased Infor involvement over time.
- Infor's staffing requirements will be determined solely by Infor. Infor may also, at its sole discretion use subcontractors in performing Services under this Work Order.
- If Licensee decides to assign non-Licensee personnel to the Project team, Infor will assume that these team members represent Licensee and will be empowered to make decisions for Licensee. However, all such non-Licensee personnel must be bound to the confidentiality provisions of the Services Agreement to the same extent as Licensee, and Licensee is responsible for any breaches of such confidentiality agreement by such non-Licensee personnel as if Licensee committed such breach.

6.0 General Project Assumptions and Licensee Obligations

- Any additional requirement(s) not specified in this Exhibit A, or identified during the course of the Project will be addressed using the Project Change Control Process.
- Licensee will provide office facilities to all Project team members assigned to the core Project team. This includes, but is not limited to, office space, work desks, networked computers, secured filing cabinets if required, team meeting rooms, networked printers, photocopier, telephones, stationery, whiteboards, and internet and remote VPN connection to facilitate the effectiveness of the Project team.
- For Services provided at Licensee location, Licensee will provide facilities for Infor personnel. This includes, but not limited to, office space, desks, networked computers, secured filing cabinets if required, team meeting rooms, network printers, photocopiers, telephones, stationaries, whiteboards, internet and remote VPN connection.
- Licensee acknowledges that any delays or changes caused by Licensee, Licensee employees, equipment, contractors, or vendors may cause an increase in the fees required under this Work Order, including without limitation, delays or changes due to the following: (a) change to or deficiency in the information which Licensee has supplied to Infor; (b) failure by Licensee to perform any of its responsibilities in a timely manner including the supply to Infor of resources and information; or (c) an unanticipated event that changes the service needs or requirements of Licensee. Changes required to this Exhibit A as a result of any of the foregoing events will be handled using the Project Change Control Process.
- Some tasks may be performed offsite by Infor and Licensee staff members. Infor and Licensee staff will have remote access to Licensee's network and systems as necessary to perform such Project activities.
- Licensee will coordinate facilities and availability of Licensee resources for all required testing of the Licensed Software prior to deployment.
- It is assumed that, at the time of the implementation, the Licensee will be active on Infor Xtreme Support with regards to the licenses being implemented.
- All Project activities will be conducted either remotely or at Licensee.
- After the Project initiation, Licensee and Infor will meet and finalize activities required to accomplish the objectives of this Project, develop a Project plan, timeline, and milestones by both parties. It is possible that as the result of this meeting the proposed Project scope may change. This scope change may result in additional responsibilities for each party. In that case, this Exhibit A will be modified with a change order, independent of whether or not there will be any funding changes.

6.0 Payment Milestone Schedule

Licensee agrees to pay Infor fees of \$1,483,294.00 for the services described in this Exhibit A. Upon Infor's completion of the deliverables, work products or activities associated with each Milestone as set forth herein, the corresponding fee for such Milestone specified below becomes due and Infor shall invoice Licensee. Licensee shall pay such fee as set forth below.

The project plan is anticipated to be 12 months. The final schedule will be agreed between Infor PM and City PM. Any delay of the start date will impact the availability of project resources, the final production go-live date, will necessitate further discussion to agree on a project schedule with mutually agreed upon timeframe and could require a change order.

| Milestone | Criteria/Task | Deliverable | Deliverable Amount |
|-----------|---|---|--------------------|
| MS 1 | Contract agreed and signed | Signed Contract | \$100,000 |
| MS 2 | 5.0 Project Initiation | IPM.070 Project Management Plan SCH.040 Baseline Project Schedule OCH.050 Project Kickoff Meeting TRN.030 Project Team Training/Workshop | \$85,000 |
| MS 3 | 5.1 Software Installation | Installation Plan Prep and Install Environments (DEV, QA, PROD) | \$60,699 |
| MS 4(a) | 5.2 Inventory Management Business Process Design and Validation (Design) | Review and Validate Business Requirements BRE.100 MOSCOW / Requirements Register (written deliverable) ANA-050 Functional Specification / Description (written deliverable) | \$24,553 |
| MS 4(b) | 5.2 Inventory Management Business Process Design and Validation (Build) | DES-020 As Built Design Document (written deliverable) MCO-070 Master Configuration (written deliverable) | \$24,553 |
| MS 4(c) | 5.2 Inventory Management Business Process Design and Validation (Data) | DCO.040 Perform Data Mapping DCO.120 Migrate and Verify Data (Initial Test) | \$24,553 |
| MS 5(a) | 5.5 Water Division Distribution Operations Business Process Design and Validation(Design) | Review and Validate Business Requirements BRE.100 MOSCOW / Requirements Register (written deliverable) ANA-050 Functional Specification / Description (written deliverable) | \$41,667 |
| MS 5(b) | 5.5 Water Division Distribution Operations Business Process Design and Validation(Build) | DES-020 As Built Design Document (written deliverable) MCO-070 Master Configuration (written deliverable) | \$41,667 |
| MS 5(c) | 5.5 Water Division Distribution Operations Business Process Design and Validation(Data) | DCO.040 Perform Data Mapping DCO.120 Migrate and Verify Data (Initial Test) | \$41,666 |

| | | | |
|----------|--|--|-----------|
| MS 6(a) | 5.3 Migrate and Configure Sewer Operations (Design) | Review and Validate Current Configurations BRE.100 MOSCOW / Requirements Register (written deliverable) ANA-050 Functional Specification / Description (written deliverable) | \$36,667 |
| MS 6(b) | 5.3 Migrate and Configure Sewer Operations (Build) | DES-020 As Built Design Document (written deliverable) MCO-070 Master Configuration (written deliverable) | \$36,667 |
| MS 6(c) | 5.3 Migrate and Configure Sewer Operations(Data) | DCO.040 Perform Data Mapping DCO.120 Migrate and Verify Data (Initial Test) | \$36,666 |
| MS 7(a) | 5.4 Migrate and Configure Environmental Services(Design) | BRE.100 MOSCOW / Requirements Register (written deliverable) ANA-050 Functional Specification / Description (written deliverable) | \$36,667 |
| MS 7(b) | 5.4 Migrate and Configure Environmental Services(Build) | DES-020 As Built Design Document (written deliverable) MCO-070 Master Configuration (written deliverable) | \$36,667 |
| MS 7(c) | 5.4 Migrate and Configure Environmental Services(Data) | DCO.040 Perform Data Mapping DCO.120 Migrate and Verify Data (Initial Test) | \$36,666 |
| MS 8(a) | 5.6 Migrate and Configure Streets and Landscape Maintenance (DPW) (Design) | BRE.100 MOSCOW / Requirements Register (written deliverable) ANA-050 Functional Specification / Description (written deliverable) | \$34,701 |
| MS 8(b) | 5.6 Migrate and Configure Streets and Landscape Maintenance (DPW) (Build) | DES-020 As Built Design Document (written deliverable) MCO-070 Master Configuration (written deliverable) | \$34,700 |
| MS 8(c) | 5.6 Migrate and Configure Streets and Landscape Maintenance (DPW)(Data) | DCO.040 Perform Data Mapping DCO.120 Migrate and Verify Data (Initial Test) | \$34,700 |
| MS 9(a) | 5.8.1 Accela CRM Interface | ANA-050 Functional Specification / Description (written deliverable) | \$37,5000 |
| MS 9(b) | 5.8.1 Accela CRM Interface | DES-020 As Built Design Document (written deliverable) MCO-070 Master Configuration Interface Unit Test | \$37,5000 |
| MS 10 | 5.8.1 GIS Interface | Identify, develop and Implement the GIS for EAM for up to 30 feature classes. | \$75,000 |
| MS 11(a) | 5.8.1 SCADA Interface(Design) | ANA-050 Functional Specification / Description (written deliverable) | \$37,500 |
| MS 11(b) | 5.8.1 SCADA Interface(Build) | DES-020 As Built Design Document (written deliverable) MCO-070 Master Configuration Interface Unit Test | \$37,500 |

| | | | |
|--------------|--|---|--------------------|
| MS 12(a) | 5.8.1 Sungard/Naviline Interface(Design) | ANA-050 Functional Specification / Description (written deliverable) | \$37,500 |
| MS 12(b) | 5.8.1 Sungard/Naviline Interface(Build) | DES-020 As Built Design Document (written deliverable) MCO-070 Master Configuration Interface Unit Test | \$37,500 |
| MS 13(a) | 5.8.1 PeopleSoft Interface | ANA-050 Functional Specification / Description (written deliverable) | \$37,500 |
| MS 13(b) | 5.8.1 PeopleSoft Interface | DES-020 As Built Design Document (written deliverable) MCO-070 Master Configuration Interface Unit Test | \$37,500 |
| MS 14(a) | 5.7.8 Testing | TEST.130 Develop System Test Plan TES.090 Develop System Test Scripts (40 Scripts/Scenarios for Integrated System Test) Support System Test | \$20,500 |
| MS 14(b) | 5.7.8 Testing | Updates to 40 Integrated System Test Scripts/Scenarios for use in UAT Defect Log TES.150 Support UAT | \$20,500 |
| MS 15(a) | 5.7.7 End User Training (Build) | DOC.040 Develop End User Training Guides | \$41,000 |
| MS 15(b) | 5.7.7 End User Training | TRN.060 Perform Training | \$41,000 |
| MS 16 | 5.10 Migration to Production | TRS.070 Migrate all Units to Production | \$81,000 |
| MS 17 | 5.10 Go-Live Support | SUS.010 Monitor and Respond to System Problems Provide Go-Live Support | \$94,835 |
| TOTAL | | | \$1,483,294 |

*All amounts are in US Dollars, and exclusive of any applicable taxes, unless otherwise specified.

The rates specified above are subject to increase if this Exhibit A is not executed by: October 24, 2018

Staff and Mobilizing the Project Team

After mutual agreement, it typically takes two (2) to four (4) weeks to schedule and mobilize applicable Infor resources for the Project. Actual time for this effort varies depending on the number and type of consultants required, and scheduling and mobilization usually includes, but is not limited to, the following activities: (a) developing an estimated project schedule; (b) further defining and confirming resource loads; (c) reviewing proposed Project staffing and estimated hours with Licensee's Project Sponsor; and (d) confirming and scheduling Project kick-off.

Infor recommends this estimated time line be taken into consideration when scheduling the start date of the Project.

If required and not otherwise specified, any testing or acceptance criteria will be jointly agreed by Infor and Licensee.

Each invoice is payable within thirty (30) days from the date of invoice. This payment obligation is non-cancelable and the amounts paid are non-refundable. Fees do not include applicable taxes, which will be added to each invoice.

Fees do include travel and living expenses.

Where a substantial variation from this Exhibit A is foreseen, both parties must agree in writing to the additional work and amend this Exhibit A accordingly via the Project Change Control Process.

EXHIBIT A-2



SOFTWARE SERVICES AGREEMENT

THIS SOFTWARE SERVICES AGREEMENT (the "Services Agreement") is made between Infor (US), Inc. ("Infor") and City of Fresno ("Licensee") as of the Effective Date. The parties agree as follows:

1. Definitions.

(a) "**Affiliate**" means any entity, directly or indirectly, controlling, controlled by, or under common control with, Infor.

(b) "**Confidential Information**" means non-public information of an Affiliate or a party to this Agreement that is identified as or would be reasonably understood to be confidential and/or proprietary. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation; or (iv) is independently developed by the Recipient without access to Confidential Information.

(c) "**Discloser**" means the party providing Confidential Information to the Recipient.

(d) "**Effective Date**" means the date identified on the signature page of this Services Agreement as the Effective Date.

(e) "**Equipment**" means the hardware and systems software configuration on which Infor supports use of the Licensed Software.

(f) "**Intellectual Property Rights**" means any and all rights in patents, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks (including, where applicable, all derivative works of the foregoing).

(g) "**Licensed Software**" means the computer software programs licensed by Infor or its Affiliate to Licensee.

(h) "**Recipient**" means the party receiving Confidential Information of the Discloser.

(i) "**Residual Knowledge**" means ideas, concepts, know-how or techniques related to the Discloser's technology and Confidential Information that are retained in the unaided memories of the Recipient who had rightful access to Confidential Information.

(j) "**Services**" means the software-related professional services that Infor will provide Licensee as contemplated under this Services Agreement and/or any Work Order.

(k) "**Work Order**" has the meaning ascribed to such term in Section 2(a) of this Services Agreement.

2. Services.

(a) **Work Orders.** Infor will provide Licensee with Services as set forth in one or more mutually agreed to and signed work order(s) which shall contain without limitation, a description of the Services, the Services rate(s) and payment terms (each a "**Work Order**"). The parties agree that Work Orders may not be complete statements of Services required by Licensee and additional Services may be required which would be difficult to determine as of the date of this Services Agreement or of the applicable Work Order. At Licensee's request, the Work Order may include an estimate of charges for the Services, but such estimate shall not be binding on Infor or convert the Work Order into a fixed price contract with respect to such Services. Unless expressly stated otherwise: (i) the Services rates are for an 8-hour person-day and will not include the expenses and charges referred to in Section 3(a) of this Services Agreement; (ii) the quoted rates shall represent Infor's current rates applicable to Licensee (i.e., the rates applicable to Licensee as of the effective date of the Work Order) for the resources specified; and (iii) to the extent that Infor raises the rates charged for Services during the course of a project, Licensee shall be required to pay Infor at the increased rates. Infor is under no obligation to perform any Services other than pursuant to a Work Order. Notwithstanding the foregoing, if Infor performs Services at the direction of Licensee and the parties have not signed a Work Order for such Services, then such Services shall be subject to all terms and conditions of this Services Agreement, and Infor's then-current rates for such Services shall apply. Infor may provide Services through its third-party contractors ("**Contractors**"), but, in all such cases, Infor will remain subject to the obligations hereunder.

(b) **Conditions On Providing Services.** Licensee must assign a project manager who will assume responsibility for management of the project for which the Services are provided. Licensee will establish the overall project direction, including assigning and managing the Licensee's project personnel team. Licensee must provide Infor with such facilities, equipment and support as are reasonably necessary for Infor to provide Services, including remote access to the Equipment. Infor owns and will own all right, title and interest to the Services and any work product generated from the Services ("**Work Product**"), and Licensee will execute and deliver to Infor any documents reasonably necessary to vest in Infor all right, title and interest therein. Subject to the terms and conditions of this Services Agreement, Infor grants Licensee a perpetual, non-exclusive, non-transferable license (without the right to sublease or sublicense) to use and copy for use the Work Product for Licensee's own, internal computing operations.

(c) Scheduling and Cancellation of Scheduled Services.

In connection with any Work Order, Licensee should make staffing requests at least four (4) weeks in advance to increase the likelihood that the request can be filled for the date requested. While it is possible to secure staffing within this time frame (and Infor will make commercially reasonable efforts to comply with such staffing requests), the probability of obtaining the requested resources decreases the closer the request is made to the need date. The parties agree that once Licensee and Infor have scheduled a specific time during which Infor will provide Services under the terms of this Services Agreement and/or a Work Order, Licensee will be obligated to pay Infor for such Services as if Infor had performed such Services on the date scheduled and any related travel and living expenses to the extent such travel and living expenses are non-refundable, unless Licensee has notified Infor that Licensee would like to reschedule or cancel the provision of such Services at least twenty one (21) days prior to the date which Infor is scheduled to perform such Services.

3. Payment and Taxes.

(a) Payment. Unless otherwise stated in the applicable Work Order, Infor will invoice Licensee for all Services and applicable charges on a bi-weekly basis, as Infor renders the Services or Licensee incurs the charges, as applicable. Licensee will also reimburse Infor for actual travel and living expenses that Infor incurs in providing Licensee with Services under this Services Agreement, with reimbursement to be on an as-incurred basis. Licensee will also reimburse Infor for all charges incurred in connection with accessing Equipment, if any. Licensee will pay each Infor invoice within fifteen (15) days of the date of invoice. Late payments are subject to a late charge equal to the lesser of: (i) one and one-half percent (1½%) per month; and (ii) the highest rate permitted by applicable law.

(b) Taxes. Licensee is responsible for paying all taxes (except for taxes based on Infor's net income or capital stock) relating to this Services Agreement, and any Services provided and payments made hereunder. Applicable tax amounts (if any) are not included in the fees set forth in this Services Agreement and any Work Order. In each instance, Infor will invoice Licensee for applicable tax amounts and such invoices are due upon Licensee's receipt thereof.

(c) Long-term Assignments. The parties acknowledge that reimbursement of travel and living expenses to an Infor consultant who is assigned to a particular location for more than one year may be treated as taxable personal income under applicable tax laws. Where reasonably possible, the parties will plan to limit the duration of a consultant's assignment to a particular location to less than one year. If a consultant is assigned to a particular location for more than one year and subject to additional taxes as a result thereof, then Infor will increase consultant's compensation to cover such additional taxes, and Licensee shall reimburse Infor for the amount of such increase.

4. Limited Warranty and Disclaimer of Warranties.

(a) Limited Services Warranty and Remedy For Breach. Infor warrants to Licensee that, for the period beginning on the specific date of the applicable Work Order and continuing

for ninety (90) days after the completion of Services pursuant to that Work Order, Infor will render all Services under such Work Order with reasonable care and skill. If Licensee notifies Infor within the warranty period of a breach of the foregoing warranty, Infor will re-perform such Services in compliance with the foregoing warranty. If despite its reasonable efforts, Infor is unable to provide Licensee with Services in compliance with the foregoing warranty, then, subject to the limitations set forth in Section 12 of this Services Agreement, Licensee may pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty. These remedies are exclusive and are in lieu of all other remedies, and Infor's sole obligations for breach of this limited warranty are contained in this Section 4(a).

(b) Disclaimer of Warranty. The limited warranty in Section 4(a) is made to Licensee exclusively and is in lieu of all other warranties. **INFOR MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICES PROVIDED UNDER THIS SERVICES AGREEMENT AND/OR ANY WORK ORDER, IN WHOLE OR IN PART. INFOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. INFOR EXPRESSLY DOES NOT WARRANT THAT THE SERVICES WILL MEET LICENSEE'S REQUIREMENTS.**

(c) FAILURE OF ESSENTIAL PURPOSE. **THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN SECTIONS 4 AND 12 WILL SURVIVE AND APPLY EVEN IF ANY REMEDY SPECIFIED IN THIS SERVICES AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF WHETHER LICENSEE HAS ACCEPTED ANY SERVICE UNDER THIS SERVICES AGREEMENT.**

5. Confidential Information. Except as otherwise permitted under this Services Agreement, the Recipient will not disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information, but in no event less than reasonable care. Except in connection with the Licensed Software and any software provided with the Licensed Software, the non-disclosure and non-use obligations of this Services Agreement will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item. However, Licensee's obligations to maintain both the Licensed Software and any software provided with the Licensed Software as confidential will survive in perpetuity. Notwithstanding the foregoing, this Section is not intended to prevent a Recipient from using Residual Knowledge, subject to any Intellectual Property Rights of the Discloser.

6. Term and Termination.

(a) Right of Termination. If either party materially breaches any material obligation in this Services Agreement or a Work Order (including, without limitation, any obligation to pay fees), and fails to remedy such breach (if such breach

can be remedied) within thirty (30) days of receipt of written notice of such breach, the other party may terminate this Services Agreement (including all Work Orders hereunder). Notwithstanding the foregoing, to the extent such material breach cannot be remedied through efforts of the breaching party, the other party has the right to terminate this Services Agreement (including all Work Orders hereunder) on less than thirty days' written notice. Notice to Infor of an alleged breach of warranty will not constitute a notice of termination of this Agreement.

(b) Effect of Termination. Upon termination of this Services Agreement by either party, Infor will discontinue the provision of all Services and Licensee will promptly pay Infor for all Services rendered through the effective date of such termination. Termination of this Services Agreement will not release either party from making payments which may be owing to the other party under the terms of this Services Agreement for all Services rendered through the effective date of such termination.

(c) Survival of Obligations. All obligations relating to non-use and non-disclosure of Confidential Information, limitation of liability, and such other terms which by their nature survive termination, will survive termination of this Services Agreement.

(d) Termination Without Prejudice to Other Rights and Remedies. Termination of this Services Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Services Agreement.

7. Notices. All notices and other communications required or permitted under this Services Agreement or required by law must be in writing and will be deemed given when: delivered personally; sent by registered or certified mail, return receipt requested; transmitted by facsimile confirmed by first class mail; or sent by overnight courier. Notices must be sent to a party at its address shown on the signature page of this Services Agreement, or to such other place as the party may subsequently designate for its receipt of notices in accordance with this Section. Licensee must promptly send copies of any notice of material breach and/or termination of this Services Agreement to Infor, Attention: General Counsel, 40 General Warren Blvd Suite # 110, Malvern, PA 19355, USA, FAX number 678-319-8949, or to such other place as Infor may subsequently designate for its receipt of notices.

8. Force Majeure. Except with respect to the payment of fees under this Services Agreement or a Work Order, neither party will be liable to the other for any failure or delay in performance under this Services Agreement due to circumstances beyond its reasonable control, including Acts of God, acts of war, terrorist acts, natural disasters, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance, or the threat of any of the foregoing.

9. Assignment. Licensee may not assign or transfer any of its rights or obligations under this Services Agreement, whether by law or otherwise, and any attempt at such assignment will be void without the prior written consent of Infor. For purposes of this Services Agreement,

"assignment" shall include use of the Licensed Software for benefit of any third party to a merger, acquisition and/or other consolidation by, with, or of Licensee, including any new or surviving entity that results from such merger, acquisition and/or other consolidation.

10. No Waiver. A party's failure to enforce its rights with respect to any single or continuing breach of this Services Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

11. Choice of Law; Severability. This Services Agreement will be governed by and construed under the laws of the State of New York, as applicable to agreements executed and wholly performed therein, but without regard to the choice of law provisions thereof. This Services Agreement is originally written in the English language and the English language version shall control over any translations. If any provision of this Services Agreement is illegal or unenforceable, it will be deemed stricken from the Services Agreement and the remaining provisions of the Services Agreement will remain in full force and effect. The United Nations Convention on the International Sale of Goods (CISG) shall not apply to the interpretation or enforcement of this Agreement.

12. LIMITATIONS OF LIABILITY.

(a) LIMITED LIABILITY OF INFOR. THE TOTAL LIABILITY OF INFOR, ITS AFFILIATES AND CONTRACTORS IN CONNECTION WITH THE SERVICES, OR ANY OTHER MATTER RELATING TO THIS SERVICES AGREEMENT (WHATEVER THE BASIS FOR THE CAUSE OF ACTION) SHALL NOT EXCEED 1.5X THE FEE THAT LICENSEE ACTUALLY PAID TO INFOR FOR THE SERVICES GIVING RISE TO THE LIABILITY UNDER THE APPLICABLE WORK ORDER.

(b) EXCLUSION OF DAMAGES. IN NO EVENT SHALL INFOR, ITS AFFILIATES OR CONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND REGARDLESS OF WHETHER INFOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. Compliance With Laws. Licensee will comply with all laws, rules and regulations applicable to the use of the Services and the Work Product.

14. Non-Solicitation of Employees. During the period that Infor is providing Services pursuant to this Services Agreement and for a period of one (1) year following the completion of such Services, neither Infor nor Licensee will offer to hire, hire, Solicit for employment or retention as an independent contractor, or in any way employ any Resource of the other party without the prior written consent of the other party. "Solicit" as used in this Section does not include general solicitations, such as advertisements in newspapers, trade publications or on the internet. "Resource" for purposes of this Section means: (a) employees or independent contractors of the non-hiring

party who directly worked on the Services project (the "Project"), and (b) former employees of the non-hiring party who directly worked on the Project and whose employment with that party ended less than six (6) months prior to the date of such offer to hire, hire, Solicitation, or employment.

15. Entire Agreement. This Services Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document, which may be issued by Licensee in connection with this Services Agreement does not modify this Services Agreement. No modification of this Services Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Services Agreement. This Services Agreement and any signed agreement or instrument entered into in connection herewith or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by means of digital imaging, electronic mail or a facsimile machine, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. This Services Agreement and all Work Orders may be signed in counterparts.

THE PARTIES have executed this Services Agreement through the signatures of their respective authorized representatives.

Effective Date: _____

Infor (US), Inc.

Signature: _____

Printed Name: _____

Gregory M. Giangiardano
SVP & General Counsel

Title: _____

Address: _____

Address: _____

Signature Date: 5 October 2018

Licensee: City of Fresno

Signature: _____

Printed Name: _____

Title: _____

Address: _____

Address: _____

Signature Date: _____

EXHIBIT B

INSURANCE REQUIREMENTS

Service Agreement between City of Fresno (City)
and Infor (US), Inc. (Infor)

Infor Enterprise Asset Management (EAM) Implementation Service

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."
2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto). If personal automobile coverage is used, the City, its officers, officials, employees, agents, and volunteers are to be listed as additional insureds.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

MINIMUM LIMITS OF INSURANCE

Infor, or any party Infor subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to City, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. COMMERCIAL GENERAL LIABILITY:
 - (i) \$1,000,000 per occurrence for bodily injury and property damage;
 - (ii) \$1,000,000 per occurrence for personal and advertising injury;
 - (iii) \$2,000,000 aggregate for products and completed operations; and,
 - (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.
2. COMMERCIAL Automobile Liability:

\$1,000,000 per accident for bodily injury and property damage.

OR*

PERSONAL AUTOMOBILE LIABILITY insurance with limits of liability not less than:

 - (i) \$100,000 per person;
 - (ii) \$300,000 per accident for bodily injury; and,
 - (iii) \$50,000 per accident for property damage.

3. Workers' Compensation Insurance as required by the State of California with statutory limits.
4. Employer's Liability:
 - (i) \$1,000,000 each accident for bodily injury;
 - (ii) \$1,000,000 disease each employee; and,
 - (iii) \$1,000,000 disease policy limit.

UMBRELLA OR EXCESS INSURANCE

In the event Infor purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the City, its officers, officials, employees, agents, and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Infor shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and Infor shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared on the Certificate of Insurance, and approved by, the City's Risk Manager or designee. At the option of the City's Risk Manager or designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its officers, officials, employees, agents, and volunteers; or
- (ii) Infor shall provide a financial guarantee, satisfactory to City's Risk Manager or designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. City, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds. Infor shall establish additional insured status for the City and for all ongoing and completed operations.
2. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents, and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. For any claims related to this Agreement, Infor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, and volunteers shall be excess of Infor's insurance and shall not contribute with it. Infor shall establish primary and non-contributory status by either policy language or through an endorsement..

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: Infor and its insurer shall waive any right of subrogation against City, its officers, officials, employees, agents, and volunteers.

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return receipt requested, has been given to City. Infor is also responsible for providing written notice to the City under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Infor shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Infor shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

VERIFICATION OF COVERAGE

Infor shall furnish City with all certificate(s) and applicable endorsements effecting coverage required hereunder. All certificates and applicable endorsements are to be received and approved by the City's Risk Manager or designee prior to City's execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of City, Infor shall immediately furnish City with a copy of any Certificate of Insurance and applicable endorsements required under this Agreement. This requirement shall survive expiration or termination of this Agreement.

EXHIBIT C

DISCLOSURE OF CONFLICT OF INTEREST

Infor Enterprise Asset Management (EAM) Implementation Service

| | | YES* | NO |
|---|---|-------------------------------------|-------------------------------------|
| 1 | Are you currently in litigation with the City of Fresno or any of its agents? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2 | Do you represent any firm, organization, or person who is in litigation with the City of Fresno? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3 | Do you currently represent or perform work for any clients who do business with the City of Fresno? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4 | Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5 | Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6 | Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| * If the answer to any question is yes, please explain in full below. | | | |

Explanation: _____

☐ Additional page(s) attached.

Signature _____

Date _____

Name _____

Company _____

Address _____

City, State Zip _____