1	BILL NO. S-19-11-06
2	SPECIAL ORDINANCE NO. S
3	AN ORDINANCE approving SERVICES AGREEMENT - HANSEN SOFTWARE MAINTENANCE & SUPPORT
4	RENEWAL - \$162,987.71 between INFOR PUBLIC
5	SECTOR, INC. and the City of Fort Wayne, Indiana, in connection with the Division of City Utilities.
6	NOW, THEREFORE, BE IT ORDAINED BY THE COMMON
7	COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:
8	SECTION 1. That the SERVICES AGREEMENT - HANSEN
9	SOFTWARE MAINTENANCE & SUPPORT RENEWAL by and between INFOR
10	
11	PUBLIC SECTOR, INC. and the City of Fort Wayne, Indiana, in connection with the
12	Division of City Utilities, is hereby ratified, and affirmed and approved in all
13	respects, respectfully for:
14	Hansen Software Maintenance & Support Renewal -
15	Compensation for services performed;
16	involving a total cost of ONE HUNDRED SIXTY-TWO THOUSAND NINE
17	HUNDRED EIGHTY-SEVEN AND 71/100 DOLLARS - (162,987.71). A copy of
18	said Contract is on file with the Office of the City Clerk and made available for
19	public inspection, according to law.
20	SECTION 2. That this Ordinance shall be in full force and effect from
21	and after its passage and any and all necessary approval by the Mayor.
22	
23	
24	Council Member
25	
26	APPROVED AS TO FORM AND LEGALITY
27	
28	Carol Holton, City Attorney
29	Carol Helton, City Attorney
1	1

Interoffice Memo

Date:

November 12, 2019

To:

Common Council Members

From:

John Clark, Deputy Director, Utility Operations

RE:

Yearly Maintenance for Infor Asset Management Software

Members of City Council:

This ordinance is to authorize the purchase of yearly maintenance and support from Infor Public Sector, Inc.

The cost for renewal this year is \$162,987.71.

If you have any questions, please let me know.

John Clark Fort Wayne City Utilities Deputy Director Utility Operations

CC:

BOW

Justin Brugger Diane Brown Joseph Welch

Chrono File Approval of Services Agreement between the City of Fort Wayne and Infor Public Spector for Hansen Software Maintenance & Support Renewal. Compensation for services performed shall be \$162,987.71.

City of Fort Wayne Board of Public Works

Date:

Shan Gunawardena, Chair

ABSENT

Kumar Menon, Member

Mile arla

Mike Avila, Member

Attest:

Michelle Fulk-Vondran, Clerk



SERVICE AGREEMENT:	
--------------------	--

SUPPLIER NAME		GITY DEPARTMENT		
Infor Public Sect	or, Inc.	Fort Wayne City Utilities		
STREET ADDRESS		STREET ADDRESS		
11000 Olson Driv	/e. Suite 201	200 E Berry		
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE		
Rancho Cordova	. CA 95670	Fort Wayne, IN 46802		
ATTENTION		INVOICE ADDRESS		
Shawnna Wagner		200 E Berry		
TELEPHONE FAX		CITY, STATE, ZIP CODE		
916-403-6200	916-290-0785	Fort Wayne, IN 46802		
REMIT-TO ADDRESS		ATTENTION		
4213 Solutions Center		Joseph Welch		
CITY, STATE, ZIP CODE		TELEPHONE FAX		
Chicago, IL 60677-4002		260-427-5561		

Service Description	Rates
Hansen Software Maintenance & Support Renewal.	
. ,	
Aggregate Price	\$148,035.74

The following is made a part of this Agreement:

SERVICE ADDRESS	
200 East Berry Street	·
CITY, STATE, ZIP CODE	
Fort Wayne IN 46802	
AGREEMENT START DATE	
12/01/2019	
AGREEMENT END DATE	
11/30/2020	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,

This Agreement is entered into between Supplier and the City and is subject to the terms and conditions of the attached Service and Maintenance Agreement previously entered into by the Parties. Capitalized terms on this page are used as defined terms when the context so requires. The City may extend the Contract at its option, for an equivalent period, by written notice to the Supplier not less than thirty days prior to the expiration date.

SUPPLIER:	Clty of Fort Wayne
By (Signature):	By (Signature):
Printed Name: Lindsay Pritchard	Printed Name:
Tille: Associate General Counsel	Tille:
Date: October 14, 2019	Dale:
FEDERAL TAX ID NUMBER: 94-2913642	

- SERVICES. Supplier agrees to perform the Services beginning on the Begin Date and conflusing until the Services are completed. Supplier warrants that the Services will be completed on or before the End Date. TEME IS OF THE ESSENCE, Supplier warrants plat off Services shall conform to the Service Description, be of good quality and warkmanship, and be free fram defects. Supplier further warrants that all goods familisted in connection with the Services shall be merchanished and subtledy safe and sufficient for the purpose for which they are roundly used. Supplier warrants that it has good title to goods supplied herenoder not that they are free of all fleets and commissioner. These warrantles are in addition to direct implied in fact or in law. For the purposes of this Agreement, the term "Services" shall include any goods familished to connection with the Services.
- INVOICES. Supplier shall invoice the Chy for Services performed according to the Rates, filling Interval, and Invoice Address. Invoices shall be rendered in religiouse and shall lientize the Services performed, the Service Address, and the corresponding rates and tixes, if one. Paymont shall be due within think (19) days after the invoice date or the date of completion of the Invoiced Services, whichever uccurs lates, provided that the City shall not be ediligated to make any payment to Supplier hereinder until Supplier has fluodisted noor satisfactory to the City of full payment for oil tabor, materials, applier, machinery, and equipment famished for or used to performance of this Agreement for fast furnished all necessary valvers of lieu supported by affidavits, all satisfactory to the City, establishing that all lieus and highest to claim lieus tool condition exceptance of the Services have been ordived. Payment of invoices shall not constitute exceptance of the Services mail invoices shall be subject to adjustment for delects in quality or may other folium of Supplier to nece the requirements of this Agreement. The City may at any time set off any amount owed by the City to supplier against any amount need by Supplier or may of its efficient companies to the City.
- INDEPENDENT CONTRACTOR RELATIONSHIP. City and Supplier are and shall romain as independent contractors with respect to each other. The persons provided by Supplier to perform the Services shall be Supplier's employees and shall be under the sole and exclusive direction and control of Supplier. They shall not be considered employees of line City for any purpose. Supplier shall be expossible for compliance with all haws, rules and regulations involving, but not limited to, suppleyment of Isbor, hours of Isbor, leading anticy, working conditions, and payment of wages with respect to such persons. Supplier shall also be responsible for payment of wages with respect to such persons. Supplier shall also be responsible for payment of wages within all and but reposited for respect to the employees, ruch as Sucial Security, unemployment, Workers' Companishion, disability insurance, and federal and state withindialing. Supplier shall also be responsible for providing such recommendations, including auxiliary adds and recrives, as may be required under the Americant With Disabilities Are, 42 U.S.G. 12101 et one, so not consider any disability fundaming, and land terraless the City from and applied only increasing the control of the payment of the part of the payment of the many he curstained by reason of Supplier's painter to comply with this paragraph.
- INDEMNITY. Supplier shall defend, indemnity, and hold introless the City (including its officers, engloyers, and agents) from all densards, damages, itselfiller, costs, and expenses (including restousted antomy's fees), indigments, resttenesses, and possibles of every kind affising out of its performance of Services including, williout limitations, damages for personal idjury or death or loss of damage to property due, or elabaned to be due, to the negligence or willing interonduct of Supplier including parts profile interest due, or skilused to be due, to the negligence of the City oxcept that Supplier shall have no duey to hold harmless the City for such portion of the firegoing proximately caused by negligence or unbeconduct of the City, and if may sail, claim, or identand was defended by Mapplier, then the City will reinforms Supplier for its pro-max share of its costs, expenses (including eastenable attitutey) fees), and damages. The City may deep to paticipate in the defense of any sail, claim, or demand by emphasing attoracys on its saw expensite, without surviving Supplier's obligations to indemnify, defend, or hold harmless. Supplier shall not settle or compounde any ofaths, sub, or action, or consent to entry of Judgment without he prior written cansen of the City and veitional an unconditional relosse of all itability by rach claimant or plaintif to the City.
- LIMITATION OF MARILITY. Each party's limitility in the other for any loss, cost, claim, liability, Litter LATELIA OF LABILATY. Incompany's litability in the other for my loss, coil, Chin, Inbillity, damings, or expense (including atterneys' fees) relating to or midney out of my neighbor set our statement of three itemates of olligations arising out of this Agreement, shall be limited to the annuant of direct itemates actually interfeed. Aheart gross negligence or knowing and willful nicconduct which causes a loss, reduce party shall be Hable to the other for any hallocet, special or consequential damage of any kind whatsoever.
- INSURANCE: Supplier shall maintain in full force and effect during the performance of the Services, the following insurance coverage; provided, however, that if a High Risk insurance Auschment is muched hereto, the requirements of the High Risk howavace Attachment shall be substituted in fieu of the following requirements:
 - Worker's Compensalina General Liability

 - Amomobile Liebility Products Lisbility Completed Operations Liebility
- per statutory requirements. S1,000,000 tolulumum per occurrenced

- \$2,000,000 aggregate \$1,000,000 minimum per nectarioned \$1,000,000 minimum per nectarioned \$1,000,000 minimum per nectarione
- The Certificate of Insurance muss show the City of Fort Wayne, its Divisions and Subsidiaries as an Additional Jasured and a Certificate Holder, with 30 days notification of careellation or non-tenrual. All Certificates of Insurance should be seen in the following address: City of Fort Wayne Parchasing Department 200 East Hery Street, Suite 490 Fant Wayne, IN 46002

- HAZARDOUS MATERIALS. Supplier will provide to the City before performing any Services, a storement describing any Hazardous Materials intended and recessory for use in performing the Services. "Mazardous Manerials" means any item which may be classified under Redonk, state, or local law, as hazardous or texte. Supplier must comply with all federal, state, or local law in the use, temperaturation, and dispusal of such Hazardous Abatuhas.
- PROGRESS REPORTS. The Supplier shall author't progress separts to the Chy upon sequest. The report shall serve the purpose of examing the City that work is progressing in fine with the schedule, and that completion can be reasonably canted on the scheduled date. This contract shall be decared to the substantially performed only when fully performed according to its terms and conditions and any modification thereof.
- COMPLICY OF INTEREST. Supplier cutifies and nations that neither it not any of its directors, officers, agents, representatives of employees which will participate in any way in the performance of the Supplier's obligations heremaker has ne will have any condict of factors, direct or Indirect, with the City of Fact Wayne or any of its apparaments, dividing, spenders, officers, directors or agents
- COMPINENTIALITY OF DATA, PROPERTY RIGHTS IN PRODUCTS, AND COPYRIGHT PROHIBITION. Supplier further agrees that all information, date findings, recommensationary proposals, etc. by whatever maine described and by whatever form there is secured, developed, written or produced by the Supplier in findlemence of this construct—shall be the property of the City. The Supplier shall take action as is necessary mader law to preserve such property rights in and of the City

- while such property is within the control unider contantly of the Supplier. By this contract the Supplier appetitically valves and/or releases to the City any constantly property right of the Supplier to copyright, license, patent or other wise use such information, thus findings, recommendations
- CONFIDENTIALITY OF CITY INFORMATION. Supplier understands and agrees that data, materials, and information disclosed to Supplier may contain confidential and protected data. Therefore, the Supplier promises and assures that data, naterial, and information guidered, based upon a disclosed to the Supplier for the tupous english contact, will not be disclosed to others or discussed with other parties without the prior written content of the City.

 $c_{i}(t_{i})$

- EMPLOYER CERTIFICATION. In accordance with LC \$22-5-1.7, Supplier understands and agrees to encoll and verify work eligibility stems of all newly bired employees of the contractor through E-Verify program or any other system of legal residence verification as approved by the United States Department of Homeland Security or the department of Homeland Security or the department of Homeland Security. Supplier further medicatands that they are not required to wriftly work eligibility of status of purely hired camployees of the Supplier furnigh the B-Verify program it the E-Verify program on longer exists. Supplier certifies that they do not knowledgy coupley any meanth-inited altern.
- COMPLIANCE WITH LAWS. Supplier waterate that the Services that he is strict conformity with all applicable local, that and federal laws including, but not limited to, the standards promulgated by the occupational Safety and Health Act, Escentise Order 11246, as amended, relative to Equal Englayment Opportunity and all other applicable laws, roles, and regulations, including the Civil Rights Act of 1934 pertaining to equal apparaturity, Section 593 of the Vocational Rehabilitation Act of 1973, the American with Disabiliter Act, Section 402 of the Vienam Pro Vectam Readjustment Assistance Act of 1974 and all applicable sampleration laws and tegolations including the 1986 inmigration Reform and Cantral Act et a. seq. Supplier agrees to indemnify and hold harmless the City from and against any loss, case, claim, fieldlity, damage, or expense (including attorney) a feet) that any be austained because of Supplier's breach of suck wateranty.
- DEPAULA: In the event that (a) Supplier breaches any warranty contained herein; (b) Supplier Ails to provide the fastitance certificate required herein; (c) Supplier or Supplier's invarance certific that to defend, indomnify, or hold handless the City as respiked herein; (d) Supplier's performance of the Services violates applicable law; (e) Supplier admits insulvancy, makes an ansignment for the benefit of excelling, or has a fraste appointed to take over all to a mubinatilal part of its assets; or (f) Supplier fails to perform or comply with any other provision of this Agreement, such followe, breach, or violation shall constitute a default under this Agreement.
- TERMINATION. In the event of definit by Supplier under this Agreement, the City sucrees the right without liability, in adultion so its other rights and remedier, to tenninate this Agreement by notice to Supplier as to the portion of the Secretor not yet rendered and to purchase substitute services as Supplier's expense. Supplier shall reinfunesse the City for the cost of such substitute services upon Supplier's receipt of an involve therefor.
- WAIVER. No notion or inschan by the City shall contribute a walver of any right or remedy.
- CANCELLATION. City may at any time caused this Agreement in whole or in part for its solar convenience upon written motice to Supplier, and Supplier shall stop perfounding the Services on the date specified in such notice. the City shall have no liability as a result of such cancellation, except that the City will pay Supplier the Rates for completed Services accepted by the City and the actual incurred cost to Supplier for Services in progress. These payments shall not exceed the Aggregate Price.
- FORCE MAINURE. Neither party shall be liable to the other or responsible for nonperformence of any of the terms of this Appendent due to unforceceable causes beyond the reamonable control and without the fault or negligence of such party, including, but not restricted to acts of Cod or the public enemy, acts of government, fire, floods, epidemics, quarantical transition, suffices, fields tembangoes, or most sall by some accountage. or unusually severe wenther.
- NOTICES. All notices required or permitted to be made or given hereunder by one party to the other party shall be in writing and shall be deemed to have been given when hand delivered, or on the dote stated on the receipt if deposited in the United States shall in certified form, pastage prepaid with return receipt requested, and addressed to such other party of its Protice Address or at such other party at its Protice Address or at such other party at its Protice Address or at such other party by written motice sent or delivered in accordance because
- ASSIGNMENT. Any assignment, in whole of in part, of Supplier's rights or obligation under this Agreement without the prior twitten consent of the City shall be yorld. Supplier shall not use subcontractors to perform may part of the Services without the prior written content of the City.
- DISPUTE RESOLUTION. The City shall be the sale judge of the quality of services. In the event of any dispute or disagreement between the partlet either with respect to the loterpretation of any provision of this agreement, or with respect to the performance of either party interester, the dispute that he resolved by the Director of Pinance and Administration and will not be subject to arbitration.
- ACCESS TO RECORDS. The Supplier slith maintain all books, documents, puters, accoming seconds, and other evidence pertaining to the cost incurred. They shall make such materials available at their respective officer an all restanable dutes during the contract proof and for three (1) years from the date of final payment under the contract for inspection by the City or by any other authorized representative of city government. Copies thereof shall be furnished at no cost to the City if requested.
- NONDISCRIMINATION. Pressume to IC 22.9-1.10, the Civil Hights Act of 1964, and Title VI, Supplier and its subcontractors shall not discriminate opinitis any cuspleyer or applicant for employment in the preference of this contract. The Supplier shall not discriminate with respect to their, teame, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of rate, color, religion, see, disability, assignal origin are necestry. Breodt of like excessant may be regarded as a neutrial treach of conducts. Acceptance of this contract also signifies compliance with explicable Pedval laws, regulations, and executive orders prohibiling discriminables in the provision of services based on race, color, national origin, age, see, disability or summ as a vector.
- MISCELLANEOUS. If any provision of this Agreement is held to be fivelide at naturiorceoble, the validity and embrecability of the tentalning provisions shall not be affected. This agreement shall be governed by the laws of the state of Indiana and shall be subject to the exclusive jurisdiction of the caute threels. This Agreement households the entire agreement between the parties with respect to the subject matter hereof and superscedes all prior agreements and undestanding, whether virtue or ond, and all contemporateous and agreements and undestanding; relating to the subject matter hereof. No agreement foreafter made shall be effective to mostify as discharge this Agreement, in whole or in part, unless such agreement is to writing and signed by the party against whom enforcement of the part, unless of the present is the parting and signed by the party against whom enforcement of the codification or discharge is saught. The passgraph headings are for convenience only and are not latenaded to affect the interpretation of the providence hereof. This agreement shall be binding ton the pastgraph response to and their respective personal and legal representatives, successors and assigns.

11/1/2016



Invoice

Invoice Date

Due Date

P-5600-US06A

07/31/2019

10/31/2019

Invoice

Bill to: City of Fort Wayne CITY UTILITIES ADMIN 200 E, Berry Street Suite 270 Fort Wayne, IN 46802

USA

Attn: Joseph Welch

RECEIVED Deliver To:

SEP 1 6 2019

City Utilities Administration

City of Fort Wayne, IN 1 E Main Street, Room B16 Fort Wayne, IN 46802

USA

Altn: License Site

Customer No. Tax Reg. No.	Customer PO No.	Curr	ency			
372280		USD		Maintenance F	Renewal	***
Description	Location	Туре	QTY	Users	Start Date	End Date
Hansen 8 - Sewer	Fort Wayne -U\$06A	PROD	1	13	12/01/2019	11/30/2020
Hansen 8 - Storm	Fort Wayne -US06A	PROD	1	13	12/01/2019	11/30/2020
Hansen 8 - Street	Fort Wayne -US06A	PROD	1	13	12/01/2019	11/30/2020
Hansen 8 - Water	Fort Wayne -US06A	PROD	1	13	12/01/2019	11/30/2020
lansen 8 - Customer Service	Fort Wayne -US06A	PROD	1	26	12/01/2019	11/30/2020
lansen 8 - Map Drawer	Fort Wayne -US06A	PROD	1	27	12/01/2019	11/30/2020
lansen 8 - Inventory Control	Fort Wayne -US06A	PROD	1	19	12/01/2019	11/30/2020
lansen 8 - Work Management	Fort Wayne -US06A	PROD	1	25	12/01/2019	11/30/2020
lansen 8 - Λssel Web Services	Fort Wayne -US06A	PROD	1	1	12/01/2019	11/30/2020
iansen 8 - GeoAdministrator	Fort Wayne -US06A	PROD	1	6	12/01/2019	11/30/2020
lansen 8 - Asset Management for Facilities	Fort Wayne -US06A	PROD	1	2	12/01/2019	11/30/2020
AVITION DE 180 0.00						

TAX(Type RE - IN) 0.00



Invoice Invoice Date Due Date
P - 5600-US06A 07/31/2019 10/31/2019

Invoice

Description

Location

Tvpe

Y Users

Start Date

End Date

For renewal questions, please contact Shawnna Wagner, Subscription Services Manager Phone: +14704815238

Email: Shawnna.Wagner@infor.com

Remit to:

Infor Public Sector, Inc. 4213 Solutions Center Chicago, IL 60677-4002 USA Cash.Applications@Infor.com EFT: Wells Fargo Bank ABA #: 121000248 Account #: 4121484505

Payment Terms:

See Due Date.

Special instructions:

For questions, please contact at 678-319-8000 or email infor Collections@Infor.com

Net

148,035.74

Invoice Total:

Please pay invoice by due date to avoid interruptions in support.

(USD

Tax

0.00

148,035.74

Total:

148,035.74

13560 Morris Rd - Ste 4100 Alpharetta, GA 30004 USA 678-319-8000 Federal Tax ID. # 94-2913642



SERVICE AGREEMENT:	
--------------------	--

SUPPLIER NAME		CITY DEPARTMENT			
Infor Public Sector, Inc.		Fort Wayne City	Fort Wayne City Utilities		
STREET ADDRESS		STREET ADDRESS			
11000 Olson Driv	e, Suite 201		200 E Berry		
CITY, STATE, ZIP CODE	-	CITY, STATE, ZIP COL			
Rancho Cordova,	CA 95670		Fort Wayne, IN 46802		
ATTENTION		INVOICE ADDRESS			
Shawnna Wagner		200 E Berry			
TELEPHONE	FAX	CITY, STATE, ZIP CODE			
916-403-6200	916-290-0785	Fort Wayne, IN	46802		
REMIT-TO ADDRESS		ATTENTION			
4213 Solutions Center		Joseph Welch			
CITY, STATE, ZIP CODE		TELEPHONE	FAX		
Chicago, IL 60677-4002		260-427-5561]		
	•				

Service Description	Rates
Hansen Software Maintenance & Support Renewal.	-
Aggregate Price	\$7,360.22

The following is made a part of this
Agreement:

SERVICE ADDRESS
200 East Berry Street
CITY, STATE, ZIP CODE
Fort Wayne IN 46802
AGREEMENT START DATE
12/01/2019
AGREEMENT END DATE
11/30/2020

This Agreement Is entered into between Supplier and the City and is subject to the terms and conditions of the attached Service and Maintenance Agreement previously entered into by the Parties. Capitalized terms on this page are used as defined terms when the context so requires. The City may extend the Contract at its option, for an equivalent period, by written notice to the Supplier not less than thirty days prior to the expiration date.

SUPPLIER:	City of Fort Wayne
By (Signature): Sudmissibilities	By (Signature):
Printed Name:	Printed Name:
Lindsay Pritchard (John E Clark
Title:	Title:
Associate General Counsel	Deputy Director Operation
Date:	Date:
October 14, 2019	Interior
	10/1/14
FEDERAL TAX ID NUMBER: 94-2913642	

- SERVICES. Supplier agrees to perform the Services beginning on the Begin Date and continuing until the Services are completed. Supplier warrants that the Services will be completed on or before the End Date. TIME IS OF THE ESSENCE, Supplier warrants that all Services shall contion to the Service Desception, be of ground quality and workmandsby, and be free from defects. Supplier further warrants that all people further macrons that all people further in connection with the Services that to merchantable and suitably soft and sufficient for the purpose for which they are normally used. Supplier warrants that it has good supplied becameder and that they are free of all first and cromothymaters. These warranties are in addition to those tapplied in fact or in tast. For the purposes of this Agreement, the term "Services" shall include any goods furnished in connection with the Services.
- INVORCES. Supplier shall invoice the City for Services performed according to the Bates, Hilling Interest, and Invoice Address. Invoices shall be residered in triplicate and shall itemize the Services performed, the Service Address, and the corresponding sates and taxes, if any. Payamon shall be the within Ibidy [20] days after the invoice date or the date of compation of the invoiced Services, whichever occurs later, provided libst the City shall not be militared to make any inquient in Sopplier hereunder until Supplier has flarished print antifactory to the City of full payamont for all lates, materials, supplier, machinery, and equipment flarished for or used in performance of this Agreement of that flarished all necessary valvers of the supported by affidiavits, all satisfactory to the City, establishing that all liens and rights to whom the could note out of the performance of the Services have been waived. Payamont of invoices shall not constitute acceptance of the Services have been waived. Payamont of invoices shall not constitute acceptance of the Services and the notion of the Service have been waived. Payamont of invoices thall not constitute acceptance of the Services and the requirements of this Agreement. The City may at any time set off any amount owed by the City to applied organizations any amount owed by Sopplier or any of the nillitated companies to the City.
- INDEPENDENT CONTRACTOR RELATIONSHIP. Chy and Supplier are and shall remain as INDEPENDENT CONTRACTOR RULATIONSHIP. City and Supplier are and shall remain as independent contractors with respect to each other. The persons provided by Supplier to purform the Strylers shall be found in European and contract of Supplier. They shall not be considered employees of the City for any purpose. Supplier shall be responsible for compliance with all lows, rules not supplier for any purpose. Supplier shall be responsible for compliance with all lows, rules not suppliant suppliers, and payerent of vages with respect to such persons. Supplier shall also be responsible for payment of taxes, tartiding federal, state and municipal bases chargeship or assisted with respect to its employees, such as Social Security, unemplayment, Workers' Campensation, disshifting insusance, and federal and stole withholding. Supplier shall also be responsible for providing such researching such communications, including auxiliary nide and services, as may be required under the Americans With Disshifting And. 42 U.S.C. 12101 ct seq., so as to easible any disabled person furnished by Supplier to perform the estential functions of the such stands are estential functions of the supplier to perform the estential functions of the substantial such as the such and qualitat my loss, cost, claim, finability, damage, or expense (including autorney's fees) that may be sentimed by reason of Supplier's failure to comply with this gatagraph.
- INDRAINITY. Supplier shall defend, indennify, and toold handless the City (including its officers, employees, and agents) from all demands, dansages, liabilities, costs, and expense (including reasonable altomosy's fees), judgaents, settlements, and penalties of every kind adulting out of its performance of Services including, without limitation, damages for presunal fujury or death or lots of damage to propteny due, or chinned to be due, to the negligence or willful indeconduct of Supplier including such position thereof due, or claimed to be due, to the negligence of the City except that Supplier shall have no duty to hold harmless the City for such position of the foregoing proximately caused by negligence or ninconduct of the City, and far any and, alant, or domand was defended by Supplier, then the City will reliabure Supplier for he pro-mas share of its costs, expenses finelading reasonable altorney's fees), and damages. The City may elect to participate in the defense of any stable, taking, or domand by employing attentiesy at its own expense, without waiving Supplier's ability and to indemnify, defend, or hold humbers. Supplier shall not settle or compromise any china, said, ar action, or consent to entry of judgment without he prior written consent of the City and without an unconditional release of all latisfity by each estimant or platofff to the City.
- LIMITATION OF LIABILITY. Each party's liability to the other for may loss, cost, claim, flability. LIMITATION OF LIMITATY. Scars party: smalling to me return year, cost, came, account, admarge, or expense (including asterney: feed) clating to me rising out of any complexition in the performance of obligations arising out of this Agreement, shall be limited to the annual of direct damage actually incurred. Administrated which causes a most party shall be limited to the other far any ladicect, special or consequential damage of any kind whatsurers.
- INSTRANCE. Supplier shall maintain in full force and effect during the performance of the Services that indianying insurance coverage; parefided, however, that if a High Risk lasurance Atlachment is appeled herein, the reputements of the High Risk homeonee Atlachment hall be authorized in their of the following requirements:

Worker's Campensation Control Liability

Automobile Liability

Products Liability Completed Operations Liability

per simuloty requirements. S1,000,000 initiations per accurrence?

21'050'000 injujumin hts accurates 21'000'000 injujumin hts accurates 21'000'000 injujumin hts accurates 25'000'000 injujumin hts accurates 25'000'000 injujumin hts accurates

The Certificate of Insurance attest show the City of Fort Wayne, Ite Divisions and Subsidiaries as on Additional Insured and a Certificate Holder, with 10 days mulification of cancellation or non-renowal. All Conflicates of Insurance should be sent to the following address:

(Tip of First Wayne trackships Department 200 East Herry Street, Suite 490 Fort Wayne, 188 46802

- MAZAROOUS MATTHRIALS. Supplier will provide to the City before perforating any Services, a statement describing any Hazardous Materials Intended and necessary for use in perforating the Services. "Hazardous Materials" means any from which may be clustified under Rederd, state, or focal law, as bayerdous or tooks. Supplier must causily with all federal, state, or took law, as bayerdous or tooks. Supplier must causily with all federal, state, or took law in the use, transportation, and disposal of such Hazardous Materials.
- PROTRIESS REPORTS. The Supplier shall tubulk progress repeats to the City upon request. The report shall serve the purpose of resuring the City that would be progressing in fine with the reheable, and that completion can be reasonably assured on the acheduced date. This contract shall be deemed to the substitutely performed only when fully performed according to the terms and conditions and any modification thereof.
- CONPLICT OF INTEREST. Supplier centiles and warrants that neither it not any of its directors, officers, agents, representatives or employees which will population to any way in the performance of the Supplier's abligations hereunder lass or will have any condited of interest, direct or indirect, with the City of Fort Wayns or any of its departments, divisions, agencies, officers, directors to agents.
- COMPIDENTIALITY OF DATA, PROPERTY RIGHTS IN PRODUCTS, AND COPYRIGHT PROHIBITION. Supplier further agrees that all fufurnation, data findings, recommendations, proposals, etc. by whatever name described and by whatever form therein accurred, developed, winten or produced by the Supplier in fufurement of this content—shall be the property of the City. The Supplier shall take action as is necessary under law to preserve such property rights in and of the City.

- white such property is relithe the coursel and/or runtedy of the Stapeller. By this contract the Stapelier specifically valves and/or releases to the City any cognizable property right of the Stapelier to copyright, Hernic, palent or other wise use such information, data findings, recommendations were contracted to the stapelier to the stapelie
- COMPIDENTIALITY OF CITY IMPOREDATION. Supplier understands and agrees that data, materials, and information disclosed to Supplier may contain confidential and protected data. Therefore, the Supplier promises and assures that data, material, and information galacteral, based upon or disclosed to the Supplier for the purpose or falls containly, will not be disclosed to others or discussed without the prior written current of the City.
- BMPLOYER CERTIFICATION. In accordance with LC.\$22-5-17, Supplier understands and agrees to could and verify work eligibility status of all needs blief couployers of the contractor through P-Verify program or my other system of legal assidence verification as opproved by the United Stotes Department of Homeland Security or the department of homeland security. Supplier further-understands that they are not required to verify work eligibility of status of newly lifted employers of the Supplier dirough the E-Verify program of the E-Verify program and longer exists. Supplier centifies that they do not knowingly employ any manthorized eliens.
- COMPLANCE WITH LAWS. Supplier wormous that the Services shall be in stated conformity with all applicable local, state and receral laws including, but not limited to, the standards promulgated by the accupational Safety and Jesuith Act, Executive Order 112/6, as increated, relative to liqual Employment Opportunity and all other applicable laws, niles, and regulations, including the Civil Righs Act of 1946 pertaining to equit opportunity, Section 503 of the Vocational Readilitation Act of 1973, the American with Distribilities Act, Section 402 of the Victoria Era Veterans Readilisament Assistance Act of 1971 and all applicable handgration laws and regulations including the 1986 Insulgration Reform and Control Act of, see, Supplier agrees to indomity and hold harmloss the City from and against any loss, enst, claim, Bability, thomoge, or expense (including attorney's fees) that any he sustained because of Supplier's breach of such warranty.
- DEFADLET. In the event that (a) Supplier breaches any warranty contained herein; (b) Supplier faits to provide the horizones certificate required brodin; (c) Supplier or Supplier's forumance carrier folks to defend, indemaily, or hold baraties the City or required herein; (d) Supplier's performance of the Services violates applicable law; (c) Supplier admits insolvency, makes an assignment for the bracket of certifors, or has a trustee appointed to take over all or a substantial part of its astest; or (f) Supplier folks to perform or comply with any other provision of this Agreement, such folium, breach, or widstlon shall constitute a debabil truster like Agreement.
- THRAINATION. In the event of default by Supplier under this Agreement, the City reserves the fight without liability, in addition to its other rights and consider, to terminate the Agreement by notice to Supplier as in the quartion of the Services not yet rendered and to puschase authorities services at Supplier's separent. Supplier shall reimbuse the City for the cost of such substitute services upon Supplier's receipt of no lovation therefor.
- WAIVER. No action or Inschool by the City shall constitute a waiver of any right or remedy.
- CANCIS.LATION. City may at any time cancel this Agreement in whole of in part for its sole convenience upon written notice to Supplier, and Supplier that two performing the Services on the date specified in such notice. The City shall have no hability as a result of each cancellation, except that the City will pay Supplier the Bases far completed Services accepted by the City and the actual incurred cost to Supplier for Services in propess. These payments shall not exceed the Aggregate Price.
- FORCE MAREURE. Notince party shall be liable to the other or responsible for nonperformance of any of the teams of this Agreement due to underescoble causes beyond the reasonable control and without the fault or negligence of such party, including, but not restricted to sets of God or the guidic enemy, acts of government, fire, though, epideniles, quaranthe restriction, attrees, fielgla embangues, tusult bet al fine inchipet
- NOTICES. All anticos required or purmitted to be made or given hereunder by one party to the other party shall be to writing and shall be deemed to have been given when hand delivered, or on the date stated on the receipt if deposited in the United States shall be conflict from mostage proposed with return receipt required, and addressed to such taken party or its faulter Address or it such other address as may be specified by such other party by written notice sent or delivered in accordance
- ASSIGNMENT: Any assignment, in whote or in part, of Supplier's rights or obligation under this Agrament without the prior written convent of the City shall be vold. Supplier thall not use subcontractors to perform any part of the Services without the prior written convent of the City.
- DISPUTE RESOLATION. The City shall be the role judge of the quality of services. In the event of any dispute or disagreement insucent the parties either with respect to the interpretation of any provision of this successor, or with respectation has patientance of either party because, the disput-tion that he resolved by the Director of Finance and Administration and will not be subject to arbitration.
- ACCESS TO RECORDS. The Supplier shift invinials all books, documents, papers, accounting records, and other ordeness pertaining to the cost futured. They shall make such materials available at their respective offices at all reasonable theory during the contact period and for thee (1) years from the date of final payment under the contact for inspection by the City or by any other authorized representative of city government. Copies thereof shall be furnished at an cust to the City if requested.
- NORDISCRIMINATION. Pursuant to 10 219-110, the Clvil Rights Act of 1964, and Thie VI, Supplier and lits attractors shall real discontinuous explanation appropriate for exployment in the performance of this context. This Supplier shall an discontinuous with respect to hire, tenure, tenus, confident or privilence of compleyment or any matter directly or indirectly related to employment, because of race, color, religious-ses, disability, malters directly or indirectly related to employment, because of race, color, religious-ses, disability, malters or one-setty. Breach the discontinuous may be regarded as a material breach of contract. Acceptance of this contract days signifies committee with applicable Pederal-laws, regulations, and exceptive orders prohibility distributional to the position of services based, on race, color, autional might, eye, sex, disability or stitute as a voleran.
- AINCELLANEOUS. If any provision of this Agreement is held to be invalid or membricable, the validity and enforceability of the traibility pravisions shall not be affected. This Agreement shall be gravered by the laws of the stato of hadians and shall be indject to the exclusive jurisdiction of the cunits therein. This Agreement embodies the outlier agreement between the public with raspect to the subject matter factor and supersedus all pilor nyteements and understanding, whether withen or and and all contemporators or ral agreements and understandings tofship to the subject matter hereof. No agreement becaffer made shall be effective to modify or discharge this Agreement, in whole or in part, unless such agreement is to writing and signed by the party against whom enforcement of the multifenting or discharge is acought. The prograph headings are for convenience only and are not intended to affect the interputation of the provisions hereof. This agreement shall be binding on the parties hereto and their respective personal and legal representatives, successors and assigns.



Involce

Involce Date

Due Date

P - 340875-US0AB

07/31/2019

10/31/2019

Invoice

Bill to:

City of Fort Wayne
CITY UTILITIES ADMIN

200 E. Berry Street

Suite 270

Fort Wayne, IN 46802

USA

Attn: Joseph Welch

RECEIVED

SEP 1 @ 2019

City Utilities Administration

Deliver To:

City of Fort Wayne, IN

1 É Main Street, Room B16 Fort Wayne, IN 46802

USA

Attn: License Site

Customer No.	Tax Reg. No.	Customer PO No.	Currency

372280

USD

Maintenance Renewal

Description	Location	Туре	QTY	Users	Start Date	End Date
Infor Barcode for Hansen	Fort Wayne -US0AB	PROD	1	1	12/01/2019	11/30/2020
Infor Warehouse Mobility Device License	Fort Wayne -US0AB	PROD	1	5	12/01/2019	11/30/2020

Net

7,360.22

TAX(Type RE - IN) 0.00

For renewal questions, please contact Shawnna Wagner, Subscription Services Manager

Phone: +14704815238

Email: Shawnna.Wagner@infor.com

Remit to:

Infor (US), INC. NW 7418 PO Box 1450 Minneapolis, MN 55485-7418 USA Cash.Applications@Infor.com Wire to: Wells Fargo Bank ABA# 121000248 Acct. # 4124017351

Payment Terms:

See Due Date.

Special Instructions:

For questions, please contact infor (US), inc. at 678-319-8000 or email infor.Collections@Infor.com

Invoice Total:

Please pay invoice by due date to avoid interruptions in support.

USD

Tax

0.00

7,360.22

Total:

7,360.22

13560 Morris Rd. Suite 4100 Alpharetta, GA 30004 USA 678-319-8000 Federal ID# 20-3469219



SERVICE AGREEMENT:	
CITY DEPARTMENT	· · · · · · · · · · · · · · · · · · ·
7-16 (A)-111- Alt. (A)(B)	

SUPPLIER NAME		CITY DEPARTMENT
Infor Public Secto	or, Inc.	Fort Wayne City Utilities
STREET ADDRESS		STREET ADDRESS
11000 Olson Driv	e, Sulte 201	200 E Berry
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE
Rancho Cordova	CA 95670	Fort Wayne, IN 46802
ATTENTION		INVOICE ADDRESS
Shawnna Wagne	r	200 E Berry
TELEPHONE	FAX	CITY, STATE, ZIP CODE
916-403-6200	916-290-0785	Fort Wayne, IN 46802
REMIT-TO ADDRESS		ATTENTION
4213 Solutions C	enter	Joseph Welch
CITY, STATE, ZIP CODE		TELEPHONE FAX
Chicago, IL 6067	7-4002	260-427-5561

Service Description	Rates
Hansen Software Maintenance & Support Renewal.	
Aggregate Price	\$7,591.75

The following is made a part of this Agreement:

SERVICE ADDRESS	
200 East Berry Street	
CITY, STATE, ZIP CODE	
Fort Wayne IN 46802	
AGREEMENT START DATE	
10/16/2019	
AGREEMENT END DATE	
11/30/2020	

This Agreement is entered into between Supplier and the City and is subject to the terms and conditions of the attached Service and Maintenance Agreement previously entered into by the Parties. Capitalized terms on this page are used as defined terms when the context so requires. The City may extend the Contract at its option, for an equivalent period, by written notice to the Supplier not less than thirty days prior to the expiration date.

SUPPLIER:	City of Fort Wayne
By (Signature):	By (Signature):
Printed Name: Lindsay Pritchard	Printed Name;
Tille: Associate General Counsel	Title;
Date: October 14, 2019	Date:
FEDERAL TAX ID NUMBER: 94-2913642	

- SECVICES. Supplier agrees to perform the Services beginning on the Begin Date and conflating until the Services pre completed. Supplier vortants that the Services will be completed on or before the End Date. TAME IS OF THE ESSENCE, Supplier warrants that all Service that confurm to the Service Description, be of good quality and workmanship, and be Rec from effects. Supplier further warrants that all goods translated be connection with the Services staff be increminated and suitably sofe and supplier warrants that the purpose for which they are annually used. Supplier warrants that the services staff be increminated and suitably sofe and supplied becomes and in the propose of the services warrants that the has good title to goods supplied becomes and flux they are fixed of the services. The warrants or in addition to those implied in fact or in law. For the purpose of this Agreement, the term "Services" shall include any goods furnished in connection with the Services.
- INVOICES, Supplier shall involce the City for Sorvices performed according to the Rates, Billing Interval, and Involce Address, Invoices shall be rembered in triplicate and shall fittinize the Services performed, the Service Address, and the corresponding rates and taxes, if may. Payment shall be due within thing (3th) days after the involced date or the date of completion of the invoiced Services, whichever occurs later, provided that the City still not be obligated to make may payment to Supplier becomed mind! Supplier has fundshed proof sentificatory to the City of full payment for all labor, nationals, supplier, machinery, and equipment lintsided for or used in pathyrmands of this Agreement or has fundshed all necessary wnivers of liten supported by difficients, all radiafoctory to the City, establishing that all tens and rights to claim liens that could arise out of the performance of the Services have been sulved. Payment of involves shall not constitute acceptance of the Services, and involves have been sulved. Payment for dollects in quality or any other filling of Supplier to acceptance of the Services, and involves shall be misject to adjustment for dollects in quality or any other filling of Supplier to need the requirements of this Agreement. The City may at any limit sat off any amount owed by the City to supplier against any minount owed by Supplier or say of its affiliated companies to the City.
- independent contractors with respect to each other. The persons provided by Supplier an establi rounds as independent contractors with respect to each other. The persons provided by Supplier to perform the Services shall be Supplier's employees and shall be under the sole and exclusive direction and control of Supplier. They shall nut be considered enaloguees of the Cry for any purpose. Supplier shall be responsible for roungilance with all laws, rules and regulations inevolving, but not facility to enalogment of the property of the pro
- INDIBINITY. Supplier shall defend, indomaily, and hold hamners the City (including its officers, employees, and agents) from all demends, damages, fibilities, rosts, and expenses (buthding reasonable attorney's fees), indigments, settlements, and panalities of every kind nising, and of its performance of Services including, without limitation, itamages for personal injury or death or loss or damage to properly due, or elabored to be due, to the negligence or willful misconsheet of Supplier including attch position thereof day, or elabored to be due, to the negligence of the City except that Supplier shall have no duty to hold hamners the City for such paralian of the foreigning moximalness the City and if any suit, citim, or domaind was defended by Supplier, then the City will techniques Supplier for its pro-rate share of its ecuts, expenses (including) reasonable attorney's fees), and damages. The City may elect to participate in the defense of any suit, aloin, or domain do yemploying attorneys at its own expense, without waiving Supplier's obligations to indemnify, defend, or hold handers. Supplier shall not said to companion any claim, and, or consent to entry of judgment without the pion vehicle consent of the City and without an unconditional release of all liability by each claimant or plainiff to the City.
- EMITATION OF EIADHLITY. Each pany's liability to the other for any loss, cost, claim, liability, damage, or extense (including intomory? Sees) relating to or artising out of any negligent act or outsisten in its performance of obligations arising out of this Agreemant, shall be limited to the uncount of direct damage neutrally incurred. About gross negligence or knowing and willful micromotect which causes a bass, neither party shall be liable to the other for any indirect, special or consequential slattings of any kind schatcower.
- INSURANCE. Supplier shall maintain in full furcound effect during the performance of the Services the following insurance overage; provided, however, that if a High Risk Insurance Attachment is authorical kerter, the regularizations of the High Risk forunance Attachment shall be substituted in ficu of the following requirements:

Worker's Compensation General Linbility

ger stainfory requisoments. \$1,000,000 minimum per neconcace/ \$2,000,000 appregate \$1,000,000 minimum per occurrence \$1,000,000 minimum per occurrence \$1,000,000 minimum per occurrence

Assomobile Liability

Products Libility Completed Operations Liability

The Certificate of Insurance jugat show the City of Fart Wayna, its Dieletons and Subsidiaries as an Additional Insured and a Certificate Holder, with 30 days notification of cancellation of convenant. All Certificates of insurance should be sent to the following address:

City of Fort Wayne Purchasing Department
100 East Barry Succe, Suito 490

Fort Wayne, 184 46802

- HAZARDUUS MATERIALS. Supplier will provide to the City before performing any Services, a statement describing any Hazardans Materials intended and necessary for use in performing the Services, "Hazardans Valterials" means any item which may be classified under federal, state, or local law, as hazardans or local. Supplier must comply with all federal, state, or focal law in the use, transportation, and disposal of such Hazardans Alacrials.
- PROGRESS REPORTS. The Supplier shall submit progress reports to the City tipon request. The tepost shall serve the purpose of assuring the City that work is propressing in line with the schedule, and that completion can be reasonably assured on the scheduled date. This contract shall be desired to be substantially performed only when fully performed eccording to its terms and conditions and any modification thereof.
- COMPLICE OF ARTERIEST. Supplier certifies and warrants that writher it our may of its directors, officers, agents, representatives or employees which will participate in any way in the performance of the Supplier's utilizations between well also any condition of interest, direct or indirect, with the City of Plus Wayne or any of its departments, divisions, agencies, officers, directors or agents.
- CONFIDENTIALITY OF DATA, PROPERTY RIGHTS IN PRODUCTS, AND COPYRIGHT COPENDARY OF THE PROPERTY AND THE PROPERTY AROUND A PROPERTY AND COPENDARY PROPERTY PROPERTY AND COPENDARY PROPERTY PROPE

- while such property is within the control unifor custedy of the Supplier. By this contract the Supplier specifically waives antifer referres to the City day cognizable property tight of the Supplier to copyright. Hence, patent or other wise use such information, that illulings, recommendations
- CONFIDENTIALITY OF CITY INFORMATION. Supplier indecisions ond agrees that data, insterials, and information disclosed to Supplier may contain confidential and protected data. Therefore, the Supplier promises and assures that data, material, and information gathered, based upon or disclosed to the Supplier for the purpose of this contract, will not be disclosed to others or discussed with other parties without the prior written concent of the City.
- EMPLOYER CERTIFICATION. In accordance with LUŞ22-5-1.7, Supplier understands and agrees to earall and writy work eligibility status of all newly lifed employees of the contractor through E-Verify program or any other system of legal residence verification as approved by the Maisol States Department of Homeland Security or the department of homeland security. Supplier hinter understands list they are not required to writh work eligibility of states of newly lifed employees of the Supplier through the T-Verify program if the E-Verify program no longer exists. Supplier certifies that they do not knowingly employ any manufactured allens.
- COMPLIANCE WITH LAWS. Supplier warrants that the Services shall be in strict confountly with all applicable forch, stay and befored laws including, but not limited to, the standards proceedigated by the occupational Safety and Health Act, Executive Order (1246, as assended, relative to Equal limpleyment Opportunity and all other applicable laws, rules, and regulations, including the Civil Rights Act of 1961 periating to equal opportunity, Section 500 of the Venezional Rehaltification Act of 1971, the American with Dischillities Act, Section 400 of the Vistam Bra Veleron Evaluation Act of 1974 and all applicable inunigation laws and regulations including the 1986 familyarilon Reform and Control Act et a. ver, Supplier agrees to indensity and find inunites the City form and against any loss, cost, claim, librability, damage, or expense (including alterney's fees) that may be surtained because of Supplier's breach of such warranty.
- DEFAULT. In the event that (a) Suggifier breaches any warrancy contained herein; (b) Supplier falls to provide the insurance certificate regulared herein; (c) Supplier in Supplier's insurance certife falls to defauld, indemnify, or hold harmlers the City as required herein; (d) Supplier's performance of the Services yielakes applicable law; (e) Supplier admits intolvency, notices an assignment for the benefit of creditors, or has a touted appointed to labourer off or a substantial part of its assets; or (f) Supplier falls to perform or comply with any other provides or if this Agreement, such failure, breach, or violation shall constitute a default under this Agreement.
- TERMINATION. In the event of default by Supplier under this Agreement, the City reserves the right without Rability, in addition to its other rights and remedles, to tendinate this Agreement by notice to Supplier as to the purtian of the Services not yet rendered and to purchase substitute services at Supplier's expense. Supplier shall relations the City for the cost of such substitute services upon Supplier's receipt of an invoice therefor.
- WAIVER. No action or inaction by the City shall combined a wriver of any right or remedy.
- CANCILLATION. City may at any time cancel tidy Agreement in whole or in part for its solu-convenience upon written notice to Supplier, and Supplier shall stop performing the Services on the date specified in such notice, the City shall have no liability as a result of such cancellation, except that the City will pay Supplier the Mates for completed Services accepted by the City and the actual lacuted cost to Supplier for Services in progress. These payments shall not exceed the Aggregate
- FORCE MAJEURU. Neither party shall be liable to the other or responsible for nonperfurances of any of the terms of this Agreement due to influereeable causes beyond the reasonable control and without the fault or neighbors of such party, including, but not restricted to eats of Good or the public curry, and of such party of government, fire, flouds, opidemies, quantum createdons, atribes, trelight embatgoes, or inclinally sovers weather.
- NOTICES. All moles required or permitted to be made or given hereunder by one party to the other party shall be in utility and shall be deemed to have been given when hand delivered, or on the date stoted on the receipt if deposited in the United States shall be certified form, possage prepaid with return receipt requested, and addressed to such other party at its Notice Address or at such other address as may be specified by such other party by written maller sent or delivered in accordance
- ASSIGNMENT. Any assignment, in whole or in part, of Supplier's tights or obligation under this Agreement without the prior written consent of the Chy shall be valid. Supplier shall not use subcontracture to perform any part of the Services without the prior written consent of the Chy.
- DISPUTE RESOLUTION. The City shall be the sole judge of the quality of services. In the event of any dispute or disagreement between the parties either with respect to the Integratation of any providen of this agreement, or with respect to the performance of either party hereader, the dispute shall be resolved by the Director of Flauree and Administration and will not be subject to subtration.
- ACCESS TO RECORDS. The Supplier shall medicin all heads, decements, papers, accounting records, and other evidence perfaining to the cost incurred. They shall make such unsteads available at their respective effices at all crassmable three during the contract period and for three (3) years from the date of final payment under the contract for inspection by the City at by any other embedded representative of city preventment. Copies thereof shall be Breatched at no cost to the City Frequented.
- NONDISCRIMINATION. Pusuant to IC 21-9-1-10, the Civil Rights Act of 1964, and Title VI, Supplier and its subsentences shall not discriminate against any employee or applicant for employment in the perfuntance of this content. The Supplier shall not discriminate with respect to this, thems, terms, conditions or privileges of employment are my matter directly or inflict the traction of employment, because of race, color, teligion, sex, disability, national origin or ancestry. Broach of this conversal may be regarded as a material breach of contract. Acceptance of this contract also signifies consignificance with applicable Felenth laws, regulations, said executive orders prohibiling distributional by the provision of services based on race, color, national origin age, sex, disability or states as a veteran
- MISCELLANIOUS. If any provision of this Agreement is held to be invalid or membraceable, the validity and enforceability of the remaining provisions shall not be offeeted. This Agreement shall be governed by the have of the state of Indians and shall be subject to the exclusive jurisdiction of the counts therein. This Agreement ensuance the endire agreement between the parties with respect to be subject matter bereafs and supercedes all prior agreements and understanding, whether written are not, and all contemporaneous end agreement is and understanding relating to the probject matter become. No agreement hereafter and estable to effective to mustify or dischage dist. Agreement, in whole or in part, unless such agreement hereafter and estable to effective to mustify or dischage dist. Agreement, in whole or in part, unless such agreement is an withing and signed by the party against whose enforcement of the modification or discharge is sought. The paragraph headings are for convenience only and ure not interacted to affect the Interpretation of the provisions hereof. This agreement shall be binding on the parties intered and their respective persuand and legis representatives, successors and ossigns.



Involce

Involce Date

Due Date

P - 5528-US06A

07/02/2019

09/15/2019

Invoice

Bill to: City of Fort Wayne

CITY UTILITIES ADMIN 200 E. Berry Street

Suite 270

Fort Wayne, IN 46802

USA

Attn: Joseph Welch

RECEIVED Deliver To:

SEP 1 2 2019

City of Fort Wayne, IN 1 É Main Street, Room B16

Fort Wayne, IN 46802

USA

Altn: License Site

City Utilities Administration

Customer No. 372280

Tax Reg. No.

Customer PO No.

Currency USD

Maintenance Renewal

Description

Location

QTY

Users

Start Date

End Date

Infor Field Inspector Work Management

Fort Wayne -US06A

PROD

Type

47

10/16/2019

11/30/2020

TAX(Type RE - IN) 0.00

For renewal questions, please contact Shawnna Wagner, Subscription Services Manager

Phone: +14704815238

Email: Shawnna.Wagner@infor.com

Remit to:

Infor Public Sector, Inc. 4213 Solutions Center Chicago, IL 60677-4002 USA Cash.Applications@infor.com EFT: Wells Fargo Bank

ABA #: 121000248 Account #: 4121484505

Payment Terms:

See Due Date.

Special Instructions:

For questions, please contact at 678-319-8000 or email Infor.Collections@infor.com

Net

7.591.75

Invoice Total:

Please pay invoice by due date to avoid interruptions in support.

USD

Tax

0.00

7,591.75

Total:

7,591.75

13560 Morris Rd - Ste 4100 Alpharetta, GA 30004 USA 678-319-8000 Federal Tax ID, # 94-2913642

CITY OF FORT WAYNE, INDIANA

Infor (US), Inc. (Vendor Name)

VENDOR DISCLOSURE STATEMENT RELATING TO:

- 1. FINANCIAL INTERESTS;
- 2. POTENTIAL CONFLICTS OF INTEREST;
- 3. CURRENT AND PENDING CONTRACTS OR PROCUREMENTS

Vendors desiring to enter into certain contracts with the City of Fort Wayne, Indiana (the "City") shall disclose their financial interests, potential conflicts of interest and current and pending contract or procurement information as set forth below.

The following disclosures by Vendors are required for all contracts with annual payments by the City in the amount of \$50,000 or more. Vendors shall disclose their financial interests, potential conflicts of interest and other contract and procurement information identified in Sections 1, 2 and 3 below as a prerequisite for consideration for a contract awarded by the City. This Disclosure Statement must be completed and submitted together with the Vendor's contract, bid, proposal or offer.

A publicly traded entity may submit its current 10K disclosure filing in satisfaction of the disclosure requirements set forth in Sections 1 and 2 below.

Section 1: Disclosure of Financial Interest in Vendor

a.	any individuals have either of the following financial interests in Vendor (or its parent), please check all pply and provide their names and addresses (attach additional pages as necessary):	
	(i) Equity ownership exceeding 5%	(<u>X</u>)
	(ii) Distributable income share exceeding 5%	()
	(iii) Not Applicable (If N/A, go to Section 2)	()
	Name: Infor, Inc.	Name:
	Address: 13560 Morris Road, Suite 4100, Alpharetta GA 30	30004 Address:
b.	For each individual listed in Section 1a. show his/her type of	of equity ownership:
	sole proprietorship () stock () partnership interest () units (LLC) (other (explain)	<u>X_)</u>
Э,	For each individual listed in Section 1a. show the percentagownership interest:	age of ownership interest in Vendor (or its parent):
	Name: Infor, Inc. (parent of Infor (US), Inc.	100%

Section 2: Disclosure of Potential Conflicts of Interest (not applicable for vendors who file a 10K)

For each individual listed in Section 1a. check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes", please describe using space under applicable subsection (attach additional pages as necessary):

a.	City employment, currently or in the previous 3 years, including contractual employment for services: Yes No
	165
b.	City employment of "Member of Immediate Family" (defined herein as: Spouse, Child, Step Child, Parent of Step Parent, Father-in-law or Mother-in-law, Brother or Sister, Step Brother or Step Sister, Half Brother or Half Sister, Brother-in-law or Sister-in-law, Son-in-law or Daughter-in-law, Grandparent or Step Grandparent of Grandparent or Step Grandparent of Spouse, Grandchild) Including contractual employment for services in the previous 3 years: Yes No
•	Deletionship to Mambar of Immediate Camibr holding elective City office currently or in the previous 2 years
C.	Relationship to Member of Immediate Family holding <u>elective</u> City office currently or in the previous 3 years: Yes No
Sec	ction 3: DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION
a.	Does Vendor have <u>current</u> contracts (including leases) with the City? Yes X No
	If "Yes", identify each current contract with descriptive information including purchase order or contract reference number, contract date and City contact below (attach additional pages as necessary). Purchase Order #18908043 – EAM v11.3 To 11.4 Upgrade. Remaining balance on Purchase
	Order is \$5,400.00
b. I	Does Vendor have <u>pending</u> contracts (including leases), bids, proposals, or other pending procurement
rela	tionship with the City? Yes No _X *
* T	o the best of our knowledge.
	If "Yes", identify each pending matter with descriptive information including bid or project number, contract date and City contact using space below (attach additional pages as necessary).
	·

C.	Does vendor have any existing employees that are also employed by the City of Fort Wayne?
	Yes No _X
	If "Yes", provide the employee's name, current position held at vendor, and employment payment terms (hourly, salaried, commissioned, etc.).
	Name / Position / Payment Terms:
	Name / Position / Payment Terms:
	Name / Position / Payment Terms:
d.	Does vendor's representative, agent, broker, dealer or distributor (if applicable) have any existing employees that are also employed by the City of Fort Wayne? For each instance, please provide the name of the representative, agent, broker, dealer or distributor; the name of the City employee, and the payment terms (hourly, salaried, commissioned, etc.).
	Company / Name / Payment Terms:
	Company / Name / Payment Terms:

Section 4: CERTIFICATION OF DISCLOSURES

In connection with the disclosures contained in Sections 1, 2 and 3 Vendor hereby certifies that, except as described in attached Schedule A:

- a. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, been debarred, suspended, proposed for debarment declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- No officer or director of Vendor (or its parent) or individual listed in Section 1a. is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offense;
- c. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, had one or more public transactions (federal, state or local) terminated for cause or default;
- d. No officer or director of Vendor (or its parent) or individual listed in Section 1a. has, within the five (5) year period preceding the date of this Disclosure Statement, been convicted, adjudged guilfy, or found liable in any criminal or civil action instituted by the City, the federal or state government or any other unit of local government; and
- e. Neither Vendor, nor its parent, nor any affiliated entity of Vendor, or any of their respective officers, directors, or individuals listed in Section 1a. is barred from contracting with any unit of any federal, state or local government as a result of engaging in or being convicted of: (i) bid-rigging; (ii) bid-rotating; or (iii) any similar federal or state offense that contains the same elements as the offense of bid-rigging or bid-rotating

f. Pursuant to IC 5-22-16.5, Vendor hereby certifies they do NOT provide \$20 million dollars or more in goods or services to the energy sector of Iran. Vendor also certifies it is not a financial institution that extends \$20 million dollars or more in credit that will provide goods or services to the energy sector of Iran or extends \$20 million dollars or more in credit to a person identified on the list as a person engaging in investment activities in Iran.

The disclosures contained Sections 1, 2 and 3 an	d the foregoing Certifications are submitted by
Infor (US), Inc.	13560 Morris Road, Suite 4100
(Name of Vendor)	Alpharetta, GA 30004
•	Address
	(678) 319-8000
	Telephone
	info@infor.com
	E-Mail Address
matters pertaining to Vendor and its business;(b) and disclosures concerning Vendor; and (c)certifi and accurate to the best of his/her knowledge and	has adequate knowledge to make the above representations es that the foregoing representations and disclosures are true belief.
Name (Printed) <u>Lindsay Pritchard</u>	Title Associate General Counsel
Signature Ludos Hileson	Date May 8, 2019

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM WITH YOUR DOCUMENTATION MAY RESULT IN YOUR CONTRACT, OFFER, BID OR PROPOSAL BEING DISQUALIFIED FROM CONSIDERATION.