

1 **BILL NO. S-19-11-06**

2 SPECIAL ORDINANCE NO. S-140-19

3 AN ORDINANCE approving SERVICES AGREEMENT
4 - HANSEN SOFTWARE MAINTENANCE & SUPPORT
5 RENEWAL - \$162,987.71 between INFOR PUBLIC
6 SECTOR, INC. and the City of Fort Wayne, Indiana, in
7 connection with the Division of City Utilities.

8 **NOW, THEREFORE, BE IT ORDAINED BY THE COMMON**
9 **COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:**

10 **SECTION 1.** That the SERVICES AGREEMENT - HANSEN
11 SOFTWARE MAINTENANCE & SUPPORT RENEWAL by and between INFOR
12 PUBLIC SECTOR, INC. and the City of Fort Wayne, Indiana, in connection with the
13 Division of City Utilities, is hereby ratified, and affirmed and approved in all
14 respects, respectfully for:



15 Hansen Software Maintenance & Support Renewal -
16 Compensation for services performed;

17 involving a total cost of ONE HUNDRED SIXTY-TWO THOUSAND NINE
18 HUNDRED EIGHTY-SEVEN AND 71/100 DOLLARS - (162,987.71). A copy of
19 said Contract is on file with the Office of the City Clerk and made available for
20 public inspection, according to law.

21 **SECTION 2.** That this Ordinance shall be in full force and effect from
22 and after its passage and any and all necessary approval by the Mayor.

23 
24 _____
25 Council Member

26 APPROVED AS TO FORM AND LEGALITY

27 
28 Carol Helton, City Attorney 
29
30

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

CU 10-22-19

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: 10.22.19



Shan Gunawardena, Chair

ABSENT
Kumar Menon, Member


Mike Avila, Member

Attest: 
Michelle Fulk-Vondran, Clerk



SERVICE AGREEMENT: _____

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

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

ADDITIONAL TERMS AND CONDITIONS

- 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 conform to the Service Description, be of good quality and workmanship, and be free from defects. Supplier further warrants that all goods furnished in connection with the Services shall be merchantable and suitably safe and sufficient for the purpose for which they are normally used. Supplier warrants that it has good title in goods supplied hereunder and that they are free of all liens and encumbrances. These warranties are in addition to those implied in fact or in law. For the purposes of this Agreement, the term "Services" shall include any goods furnished in connection with the Services.
- INVOICES.** Supplier shall invoice the City for Services performed according to the Rates, Billing Interval, and Invoice Address. Invoices shall be rendered in duplicate and shall itemize the Services performed, the Service Address, and the corresponding rates and taxes, if any. Payment shall be due within thirty (30) days after the invoice date or the date of completion of the Invoiced Services, whichever occurs later, provided that the City shall not be obligated to make any payment to Supplier hereunder until Supplier has furnished proof satisfactory to the City of full payment for all labor, materials, supplies, machinery, and equipment furnished for or used in performance of this Agreement or for materials, supplies, machinery, and equipment furnished for or used in performance of this Agreement or for materials, supplies, machinery, and equipment furnished for or used in performance of this Agreement, establishing that all liens and claims have been satisfied in full. Supplier shall be responsible for payment of all taxes, including federal, state and municipal taxes leviable or assessed with respect to its employees, such as Social Security, unemployment, Workers' Compensation, disability insurance, and federal and state withholding. Supplier shall also be responsible for providing such reasonable accommodations, including auxiliary aids and services, as may be required under the Americans With Disabilities Act, 42 U.S.C. 12101 et seq., so as to enable any disabled person furnished by Supplier to perform the essential functions of the job. Supplier agrees to defend, indemnify, and hold harmless the City from and against any loss, cost, claim, liability, damage, or expense (including attorney's fees) that may be sustained by reason of Supplier's failure to comply with this paragraph.
- INDEPENDENT CONTRACTOR RELATIONSHIP.** City and Supplier are and shall remain 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 the City for any purpose. Supplier shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions, and payment of wages with respect to such persons. Supplier shall also be responsible for payment of all taxes, including federal, state and municipal taxes leviable or assessed with respect to its employees, such as Social Security, unemployment, Workers' Compensation, disability insurance, and federal and state withholding. Supplier shall also be responsible for providing such reasonable accommodations, including auxiliary aids and services, as may be required under the Americans With Disabilities Act, 42 U.S.C. 12101 et seq., so as to enable any disabled person furnished by Supplier to perform the essential functions of the job. Supplier agrees to defend, indemnify, and hold harmless the City from and against any loss, cost, claim, liability, damage, or expense (including attorney's fees) that may be sustained by reason of Supplier's failure to comply with this paragraph.
- INDEMNITY.** Supplier shall defend, indemnify, and hold harmless the City (including its officers, employees, and agents) from all demands, damages, liabilities, costs, and expenses (including reasonable attorney's fees), judgments, settlements, and penalties of every kind arising out of its performance of Services including, without limitation, damages for personal injury or death or loss of property due, or claimed to be due, to the negligence or willful misconduct of Supplier including such prior thereto as, 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 portion of the foregoing proximately caused by negligence or misconduct of the City, and if any suit, claim, or demand is defended by Supplier, then the City will reimburse Supplier for its pro-rata share of its costs, expenses (including reasonable attorney's fees), and damages. The City may elect to participate in the defense of any suit, claim, or demand by employing attorneys at its own expense, without waiving Supplier's obligations to indemnify, defend, or hold harmless. Supplier shall not settle or compromise any claim, suit, or action, or consent to entry of judgment without the prior written consent of the City and without an unconditional release of all liability by each claimant or plaintiff to the City.
- LIMITATION OF LIABILITY.** Each party's liability to the other for any loss, cost, claim, liability, damage, or expense (including attorney's fees) relating to or arising out of any negligence or omission in its performance of obligations arising out of this Agreement, shall be limited to the amount of direct damage actually incurred. Absent gross negligence or knowing and willful misconduct which causes a loss, neither party shall be liable to the other for any indirect, 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 Attachment is attached hereto, the requirements of the High Risk Insurance Attachment shall be substituted in lieu of the following requirements:

(a) Worker's Compensation	per statutory requirements.
(b) General Liability	\$1,000,000 minimum per occurrence/ \$2,000,000 aggregate
(c) Automobile Liability	\$1,000,000 minimum per occurrence
(d) Products Liability	\$1,000,000 minimum per occurrence
(e) Completed Operations Liability	\$1,000,000 minimum per occurrence

The Certificate of Insurance must show the City of Fort Wayne, its Divisions and Subsidiaries as an Additional Insured and a Certificate Holder, with 30 days notification of cancellation or non-renewal. All Certificates of Insurance shall be sent to the following address:
City of Fort Wayne Purchasing Department
200 East Henry Street, Suite 450
Fort Wayne, IN 46802
- HAZARDOUS MATERIALS.** Supplier will provide to the City before performing any Services, a statement describing any Hazardous Materials intended and necessary for use in performing the Services. "Hazardous Materials" means any item which may be classified under federal, state, or local law, as hazardous or toxic. Supplier must comply with all federal, state, or local law in the use, transportation, and disposal of such Hazardous Materials.
- PROGRESS REPORTS.** The Supplier shall submit progress reports to the City upon request. The report shall serve the purpose of advising the City that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date. This contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modifications thereto.
- CONFLICT OF INTEREST.** Supplier certifies and warrants that neither it nor any of its directors, officers, agents, representatives or employees which will participate in any way in the performance of the Supplier's obligations hereunder has or will have any conflict of interest, direct or indirect, with the City of Fort Wayne or any of its departments, divisions, agencies, officers, directors or agents.
- CONFIDENTIALITY OF DATA, PROPERTY RIGHTS IN PRODUCTS, AND COPYRIGHT PROTECTION.** Supplier further agrees that all information, data findings, recommendations, proposals, etc. by whatever name described and by whatever form it is stored, developed, written or produced by the Supplier in furtherance of this contract, 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

- while such property is within the control and/or custody of the Supplier. By this contract the Supplier specifically waives and/or releases to the City any copyrightable property right of the Supplier to copyright, license, patent or otherwise use such information, data findings, recommendations, proposals, etc.
- 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 processes 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 consent of the City.
- EMPLOYER CERTIFICATION.** In accordance with LC §31-5-1-7, Supplier understands and agrees to enroll and verify work eligibility status of all newly hired employees of the contract through E-Verify program or any other system of legal evidence verification as approved by the United States 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 hired employees of the Supplier through the E-Verify program if the E-Verify program no longer exists. Supplier certifies that they do not knowingly employ any unauthorized alien.
- COMPLIANCE WITH LAWS.** Supplier warrants that the Services shall be in strict conformity with all applicable local, state and federal laws including, but not limited to, the standards promulgated by the Occupational Safety and Health Act, Executive Order 11246, as amended, relative to Equal Employment Opportunity and all other applicable laws, rules, and regulations, including the Civil Rights Act of 1964 pertaining to equal opportunity, Section 503 of the Vocational Rehabilitation Act of 1973, the American with Disabilities Act, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 and all applicable immigration laws and regulations including the 1986 Immigration Reform and Control Act, etc. Supplier agrees to indemnify and hold harmless the City from and against any loss, cost, claim, liability, damage, or expense (including attorney's fees) that may be sustained by reason of Supplier's breach of such warranty.
- DEFAULT.** In the event that (a) Supplier breaches any warranty contained herein, (b) Supplier fails to provide the insurance certificate required herein, (c) Supplier or Supplier's insurance carrier fails to defend, indemnify, or hold harmless the City as required herein, (d) Supplier's performance of the Services violates applicable law, (e) Supplier admits insolvency, makes an assignment for the benefit of creditors, or has a trustee appointed to take over all or a substantial part of its assets; or (f) Supplier fails to perform or comply with any other provision of 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 liability, in addition to its other rights and remedies, to terminate this Agreement by notice to Supplier as to the portion of the Services not yet rendered and to purchase substitute services upon Supplier's expense. Supplier shall reimburse the City for the cost of such substitute services upon Supplier's receipt of an invoice therefor.
- WAIVER.** No notice or inaction by the City shall constitute a waiver of any right or remedy.
- CANCELLATION.** City may at any time cancel this Agreement in whole or in part for its sole 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 Rates for completed Services accepted by the City and the amount incurred cost to Supplier for Services in progress. These payments shall not exceed the Aggregate Price.
- FORCE MAJEURE.** Neither party shall be liable to the other or responsible for nonperformance of any of the terms of this Agreement due to unforeseeable causes beyond the reasonable control and without the fault or negligence of such party, including, but not restricted to acts of God or the public enemy, acts of government, fire, floods, epidemics, quarantine regulations, strikes, freight embargoes, or unusually severe weather.
- 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 date stated on the receipt if deposited in the United States mail in certified form, postage 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 notice sent or delivered in accordance herewith.
- ASSIGNMENT.** Any assignment, in whole or in part, of Supplier's rights or obligation under this Agreement without the prior written consent of the City shall be void. Supplier shall not use subcontractors to perform any part of the Services without the prior written consent of the City.
- 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 interpretation of any provision of this agreement, or with respect to the performance of either party hereunder, the dispute shall be resolved by the Director of Finance and Administration and will not be subject to arbitration.
- ACCESS TO RECORDS.** The Supplier shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the work incurred. They shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) 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.** Pursuant to IC 25-9-1-10, the Civil Rights Act of 1964, and Title VI, Supplier and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this contract. The Supplier shall not discriminate with respect to hire, terms, terms, conditions or privileges of employment on any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable Federal law, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
- MISCELLANEOUS.** If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of the remaining 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 courts therein. This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, and all contemporaneous oral agreements and understandings relating to the subject matter hereof. No agreement, modification or discharge shall be effective to modify or discharge this Agreement, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the modification or discharge is sought. The paragraph headings are for convenience only and are not intended to affect the interpretation of the provisions hereof. This agreement shall be binding on the parties hereto and their respective personal and legal representatives, successors and assigns.



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



Deliver To: City of Fort Wayne, IN
 1 E 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	Type	QTY	Users	Start Date	End Date
Hansen 8 - Sewer	Fort Wayne -US06A	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
Hansen 8 - Customer Service	Fort Wayne -US06A	PROD	1	26	12/01/2019	11/30/2020
Hansen 8 - Map Drawer	Fort Wayne -US06A	PROD	1	27	12/01/2019	11/30/2020
Hansen 8 - Inventory Control	Fort Wayne -US06A	PROD	1	19	12/01/2019	11/30/2020
Hansen 8 - Work Management	Fort Wayne -US06A	PROD	1	25	12/01/2019	11/30/2020
Hansen 8 - Asset Web Services	Fort Wayne -US06A	PROD	1	1	12/01/2019	11/30/2020
Hansen 8 - GeoAdministrator	Fort Wayne -US06A	PROD	1	6	12/01/2019	11/30/2020
Hansen 8 - Asset Management for Facilities	Fort Wayne -US06A	PROD	1	2	12/01/2019	11/30/2020

TAX(Type RE - IN) 0.00

Carry Forward 0.00



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

Invoice

Description	Location	Type	QTY	Users	Start Date	End Date
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For renewal questions, please contact Shawwna Wagner, Subscription Services Manager
Phone: +14704815238
Email: Shawwna.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

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

Net	Tax	Total:
148,035.74	0.00	148,035.74

Payment Terms: See Due Date.

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

Invoice Total: USD 148,035.74

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



SERVICE AGREEMENT: _____

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

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): 	By (Signature):
Printed Name: Lindsay Pritchard	Printed Name: John E Clark
Title: Associate General Counsel	Title: Deputy Director Operations
Date: October 14, 2019	Date: 10/17/19
FEDERAL TAX ID NUMBER: 94-2913642	

ADDITIONAL TERMS AND CONDITIONS

1. **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 conform to the Service Description, be of good quality and workmanship, and be free from defects. Supplier further warrants that all goods furnished in connection with the Services shall be merchantable and suitable for the purpose for which they are normally used. Supplier warrants that it has good title to goods supplied hereunder and that they are free of all liens and encumbrances. These warranties are in addition to those implied in fact or in law. For the purposes of this Agreement, the term "Services" shall include any goods furnished in connection with the Services.
2. **INVOICES.** Supplier shall invoice the City for Services performed according to the rates, billing interval, and invoice address. Invoices shall be rendered in triplicate and shall itemize the Services performed, the Service Address, and the corresponding rates and taxes, if any. Payment shall be due within thirty (30) days after the invoice date on the date of completion of the invoiced Services, whichever occurs later, provided that the City shall not be obligated to make any payment to Supplier hereunder until Supplier has furnished proof satisfactory to the City of full payment for all labor, materials, supplies, machinery, and equipment furnished for or used in performance of this Agreement or has furnished all necessary waivers of lien supported by affidavits, all satisfactory to the City, establishing that all liens and rights in claim liens that could arise out of the performance of the Services have been waived. Payment of invoices shall not constitute acceptance of the Services, and invoices shall be subject to adjustment for defects in quality or any other failure of Supplier to meet the requirements of this Agreement. The City may at any time set off any amount owed by the City to Supplier against any amount owed by Supplier or any of its affiliated companies to the City.
3. **INDEPENDENT CONTRACTOR RELATIONSHIP.** City and Supplier are and shall remain as independent contractors with respect to each other. The person provided by Supplier to perform the Services shall be Supplier's employee and shall be under the sole and exclusive direction and control of Supplier. They shall not be considered employees of the City for any purpose. Supplier shall be responsible for compliance with all laws, rules and regulations including, but not limited to, employment of labor, hours of labor, health and safety, working conditions, and payment of wages with respect to such persons. Supplier shall also be responsible for payment of taxes, including federal, state and municipal taxes chargeable or assessed with respect to its employees, such as Social Security, unemployment, Workers' Compensation, disability insurance, and federal and state withholding. Supplier shall also be responsible for providing such reasonable accommodations, including auxiliary aids and services, as may be required under the Americans With Disabilities Act, 42 U.S.C. 12101 et seq., so as to enable any disabled person furnished by Supplier to perform the essential functions of the job. Supplier agrees to defend, indemnify, and hold harmless the City from and against any loss, cost, claim, liability, damage, or expense (including attorney's fees) that may be sustained by reason of Supplier's failure to comply with this paragraph.
4. **INDEMNITY.** Supplier shall defend, indemnify, and hold harmless the City (including its officers, employees, and agents) from all demands, damages, liabilities, costs, and expenses (including reasonable attorney's fees), judgments, settlements, and penalties of every kind arising out of its performance of Services including, without limitation, damages for personal injury or death or loss of damage to property due, or claimed to be due, to the negligence or willful misconduct of Supplier including such portion 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 portion of the foregoing proximately caused by negligence or misconduct of the City, and if any suit, claim, or demand was defended by Supplier, then the City will reimburse Supplier for its pro-rata share of its costs, expenses (including reasonable attorney's fees), and damages. The City may elect to participate in the defense of any suit, claim, or demand by employing attorneys at its own expense, without waiving Supplier's obligation to indemnify, defend, or hold harmless. Supplier shall not settle or compromise any claim, suit, or action, or consent to entry of judgment without the prior written consent of the City and without an unconditional release of all liability by each claimant or plaintiff in the City.
5. **LIMITATION OF LIABILITY.** Each party's liability to the other for any loss, cost, claim, liability, damage, or expense (including attorney's fees) relating to or arising out of any negligent act or omission in its performance of obligations arising out of this Agreement, shall be limited to the amount of direct damage actually incurred. Actual gross negligence or knowing and willful misconduct which causes a loss, neither party shall be liable to the other for any indirect, special or consequential damage of any kind whatsoever.
6. **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 Attachment is attached hereto, the requirements of the High Risk Insurance Attachment shall be substituted in lieu of the following requirements:

(a) Worker's Compensation	per statutory requirements.
(b) General Liability	\$1,000,000 minimum per occurrence/ \$2,000,000 aggregate
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(d) Products Liability	\$1,000,000 minimum per occurrence
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The Certificate of Insurance must show the City of Fort Wayne, its Divisions and Subdivisions as an Additional Insured and a Certificate Holder, with 10 days notification of cancellation or non-renewal. All Certificates of Insurance should be sent to the following address:
City of Fort Wayne Purchasing Department
200 East Henry Street, Suite 400
Fort Wayne, IN 46802
7. **HAZARDOUS MATERIALS.** Supplier will provide to the City before performing any Services, a statement describing any Hazardous Materials intended and necessary for use in performing the Services. "Hazardous Materials" means any item which may be classified under federal, state, or local law, as hazardous or toxic. Supplier must comply with all federal, state, or local law in the use, transportation, and disposal of such Hazardous Materials.
8. **PROGRESS REPORTS.** The Supplier shall submit progress reports to the City upon request. The report shall serve the purpose of showing the City that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date. This contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification thereto.
9. **CONFLICT OF INTEREST.** Supplier certifies and warrants that neither it nor any of its directors, officers, agents, representatives or employees which will participate in any way in the performance of the Supplier's obligations hereunder has or will have any conflict of interest, direct or indirect, with the City of Fort Wayne or any of its departments, divisions, agencies, officers, directors or agents.
10. **CONFIDENTIALITY OF DATA, PROPERTY RIGHTS IN PRODUCTS, AND COPYRIGHT PROTECTION.** Supplier further agrees that all information, data findings, recommendations, proposals, etc. by whatever name described and by whatever form therein secured, developed, written or produced by the Supplier in furtherance of this contract shall be the property of the City. The Supplier shall take active measures to preserve such property rights in and of the City

- while such property is within the control and/or custody of the Supplier. By this contract the Supplier specifically waives and/or releases to the City any copyrightable property right of the Supplier to copyright, license, patent or other wise use such information, data findings, recommendations proposals, etc.
11. **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 issues 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 consent of the City.
12. **EMPLOYER CERTIFICATION.** In accordance with I.C. 22-5-1.7, Supplier understands and agrees to enroll and verify work eligibility status of all newly hired 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. Supplier further understands that they are not required to verify work eligibility of status of newly hired employees of the Supplier through the E-Verify program if the E-Verify program no longer exists. Supplier certifies that they do not knowingly employ any unauthorized aliens.
13. **COMPLIANCE WITH LAWS.** Supplier warrants that the Services shall be in strict conformity with all applicable local, state and federal laws including, but not limited to, the standards promulgated by the Occupational Safety and Health Act, Executive Order 11246, as amended, relative to Equal Employment Opportunity and all other applicable laws, rules, and regulations, including the Civil Rights Act of 1964 pertaining to equal opportunity, Section 503 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, the American with Disabilities Act, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 and all applicable immigration laws and regulations including the 1986 Immigration Reform and Control Act et. seq. Supplier agrees to indemnify and hold harmless the City from and against any loss, cost, claim, liability, damage, or expense (including attorney's fees) that may be sustained because of Supplier's breach of such warranty.
14. **DEFAULT.** In the event that (a) Supplier breaches any warranty contained herein; (b) Supplier fails to provide the insurance certificate required herein; (c) Supplier or Supplier's insurance carrier fails to defend, indemnify, or hold harmless the City as required herein; (d) Supplier's performance of the Services violates applicable law; (e) Supplier admits insolvency, makes an assignment for the benefit of creditors, or has a trustee appointed to take over all or a substantial part of its assets; or (f) Supplier fails to perform or comply with any other provision of this Agreement, such failure, breach, or violation shall constitute a default under this Agreement.
15. **TERMINATION.** In the event of default by Supplier under this Agreement, the City reserves the right without liability, in addition to its other rights and remedies, to terminate this Agreement by notice to Supplier as to the portion of the Services not yet received and to purchase substitute services at Supplier's expense. Supplier shall reimburse the City for the cost of such substitute services upon Supplier's receipt of an invoice therefor.
16. **WAIVER.** No action or inaction by the City shall constitute a waiver of any right or remedy.
17. **CANCELLATION.** City may at any time cancel this Agreement in whole or in part for its sole 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 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.
18. **FORCE MAJEURE.** Neither party shall be liable in the event or responsible for nonperformance of any term of this Agreement due to unforeseeable causes beyond the reasonable control and without the fault or negligence of such party, including, but not restricted to acts of God or the public enemy, acts of government, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather.
19. **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 date stated on the receipt if deposited in the United States mail in certified form, postage 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 notice sent or delivered in accordance herewith.
20. **ASSIGNMENT.** Any assignment, in whole or in part, of Supplier's rights or obligations under this Agreement without the prior written consent of the City shall be void. Supplier shall not use subcontractors to perform any part of the Services without the prior written consent of the City.
21. **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 interpretation of any provision of this agreement, or with respect to the performance of either party hereunder, the dispute shall be resolved by the Director of Finance and Administration and will not be subject to arbitration.
22. **ACCESS TO RECORDS.** The Supplier shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the cost incurred. They shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) 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.
23. **NONDISCRIMINATION.** Pursuant to IC 21-9-1-10, the Civil Rights Act of 1964, and Title VI, Supplier and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this contract. The Supplier shall not discriminate with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable Federal-law, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
24. **MISCELLANEOUS.** If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of the remaining 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 courts therein. This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, and all contemporaneous oral agreements and understandings relating to the subject matter hereof. No agreement hereafter made shall be effective to modify or discharge this Agreement, in whole or in part, unless such agreement is in writing and signed by the party against whose enforcement of the modification or discharge is sought. The paragraph headings are for convenience only and are not intended to affect the interpretation of the provisions hereof. This agreement shall be binding on the parties hereto and their respective present and legal representatives, successors and assigns.



Invoice	Invoice 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



Deliver To: City of Fort Wayne, IN
 1 E 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	Type	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

TAX(Type RE - IN) 0.00

For renewal questions, please contact Shawwna Wagner, Subscription Services Manager
 Phone: +14704815238
 Email: Shawwna.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

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

Net	Tax	Total:
7,360.22	0.00	7,360.22

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: USD 7,360.22

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

Failure to pay renewal fees when due will affect your continued support coverage and will incur additional fees
 Please refer to <http://www.infor.com/support/reinstatement-policy/> for further details



SERVICE AGREEMENT: _____

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

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:
Title: Associate General Counsel	Title:
Date: October 14, 2019	Date:
FEDERAL TAX ID NUMBER: 94-2913642	

ADDITIONAL TERMS AND CONDITIONS

1. **SERVICES.** Supplier agrees to perform the Services beginning on the Start 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 conform to the Service Description, be of good quality and workmanship, and be free from defects. Supplier further warrants that all goods furnished in connection with the Services shall be measurable and suitably safe and sufficient for the purpose for which they are essentially used. Supplier warrants that it has good title to goods supplied hereunder and that they are free of all liens and encumbrances. These warranties are in addition to those implied in fact or in law. For the purposes of this Agreement, the term "Services" shall include any goods furnished in connection with the Services.
2. **INVOICES.** Supplier shall invoice the City for Services performed according to the Rates, Billing Interval, and Invoice Address. Invoices shall be rendered in triplicate and shall include the Services performed, the Service Address, and the corresponding rates and taxes, if any. Payment shall be due within thirty (30) days after the invoice date or the date of completion of the invoiced Services, whichever occurs later, provided that the City shall not be obligated to make any payment to Supplier hereunder until Supplier has furnished proof satisfactory to the City of full payment for all labor, material, supplies, machinery, and equipment furnished for or used in performance of this Agreement or has furnished all necessary waivers of lien supported by affidavits, all satisfactory to the City, establishing that all liens and rights to claim items that could arise out of the performance of the Services have been waived. Payment of invoices shall not constitute acceptance of the Services, and invoices shall be subject to adjustment for defects in quality or any other failure of Supplier to meet the requirements of this Agreement. The City may at any time set off any amount owed by the City to Supplier against any amount owed by Supplier or any of its affiliated companies to the City.
3. **INDEPENDENT CONTRACTOR RELATIONSHIP.** City and Supplier are and shall remain 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 the City for any purpose. Supplier shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions, and payment of wages with respect to such persons. Supplier shall also be responsible for payment of taxes, including federal, state and municipal taxes chargeable or assessed with respect to its employees, such as Social Security, unemployment, Workers' Compensation, disability insurance, and federal and state withholdings. Supplier shall also be responsible for providing such reasonable accommodations, including auxiliary aids and services, as may be required under the American With Disabilities Act, 42 U.S.C. 12101 et seq., so as to enable any disabled person furnished by Supplier to perform the essential functions of the job. Supplier agrees to defend, indemnify, and hold harmless the City from and against any loss, cost, claim, liability, damage, or expense (including attorney's fees) that may be sustained by reason of Supplier's failure to comply with this paragraph.
4. **INDEMNITY.** Supplier shall defend, indemnify, and hold harmless the City (including its officers, employees, and agents) from all demands, damages, liabilities, costs, and expenses (including reasonable attorney's fees), judgments, settlements, and penalties of every kind arising out of its performance of Services including, without limitation, damages for personal injury or death or loss or damage to property, due, or claimed to be due, to the negligence or willful misconduct of Supplier including such portion 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 portion of its foregoing proactively caused by negligence or misconduct of the City, and if any suit, claim, or demand were defended by Supplier, then the City will reimburse Supplier for its pro rata share of its costs, expenses (including reasonable attorney's fees), and damages. The City may elect to participate in its defense of any suit, claim, or demand by employing attorneys at its own expense, without waiving Supplier's obligations to indemnify, defend, or hold harmless. Supplier shall not settle or compromise any claim, suit, or action, or consent to entry of judgment without the prior written consent of the City and without an unconditional release of all liability by each claimant or plaintiff to the City.
5. **LIMITATION OF LIABILITY.** Each party's liability to the other for any loss, cost, claim, liability, damage, or expense (including attorney's fees) resulting to or arising out of any negligent act or omission in its performance of obligations arising out of this Agreement, shall be limited to the amount of direct damage actually incurred. Absent gross negligence or knowing and willful misconduct which causes a loss, neither party shall be liable to the other for any indirect, special or consequential damage of any kind whatsoever.
6. **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 Attachment is attached hereto, the requirements of the High Risk Insurance Attachment shall be substituted in lieu of the following requirements:

(b) Worker's Compensation	per statutory requirements
(b) General Liability	\$1,000,000 minimum per occurrence/ \$2,000,000 aggregate
(c) Automobile Liability	\$1,000,000 minimum per occurrence
(d) Products Liability	\$1,000,000 minimum per occurrence
(e) Completed Operations Liability	\$1,000,000 minimum per occurrence

The Certificate of Insurance must show the City of Fort Wayne, its Divisions and Subsidiaries as an Additional Insured and a Certificate Holder, with 90 days notification of cancellation or non-renewal. All Certificates of Insurance shall be sent to the following address:
City of Fort Wayne Purchasing Department
200 East Berry Street, Suite 400
Fort Wayne, IN 46802
7. **HAZARDOUS MATERIALS.** Supplier will provide to the City before performing any Services, a statement describing any Hazardous Materials intended and necessary for use in performing the Services. "Hazardous Materials" means any item which may be classified under federal, state, or local law, as hazardous or toxic. Supplier must comply with all federal, state, or local law in the use, transportation, and disposal of such Hazardous Materials.
8. **PROGRESS REPORTS.** The Supplier shall submit progress reports to the City upon request. The report shall give the progress of allowing the City that work is progressing in line with the schedule, and that completion can be reasonably assumed on the scheduled date. This contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification thereof.
9. **CONFLICT OF INTEREST.** Supplier certifies and warrants that neither it nor any of its directors, officers, agents, representatives or employees which will participate in any way in the performance of the Supplier's obligations hereunder has or will have any conflict of interest, direct or indirect, with the City of Fort Wayne or any of its departments, divisions, agencies, officers, directors or agents.
10. **CONFIDENTIALITY OF DATA, PROPERTY RIGHTS IN PRODUCTS, AND COPYRIGHT PROTECTION.** Supplier further agrees that all information, data findings, recommendations, proposals, etc. by whatever name described and by whatever form therein secured, developed, written or produced by the Supplier in furtherance of this contract—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

11. **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, materials, and information gathered, based upon or disclosed to the Supplier for the purpose of this contract, will not be disclosed to others or otherwise with other parties without the prior written consent of the City.
12. **EMPLOYEE CERTIFICATION.** In accordance with I.C. 32-2-1-3, Supplier understands and agrees to enroll and verify work eligibility status of all newly hired employees of the contractor through its 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. Supplier further understands that they are not required to verify work eligibility of status of newly hired employees of the Supplier through the E-Verify program if the E-Verify program no longer exists. Supplier certifies that they do not knowingly employ any unauthorized aliens.
13. **COMPLIANCE WITH LAWS.** Supplier warrants that the Services shall be in strict conformity with all applicable local, state and federal laws including, but not limited to, the standards promulgated by the Occupational Safety and Health Act, Executive Order 11246, as amended, relative to Equal Employment Opportunity and all other applicable laws, rules, and regulations, including the Civil Rights Act of 1964 pertaining to equal opportunity, Section 503 of the Vocational Rehabilitation Act of 1973, the American with Disabilities Act, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 and all applicable immigration laws and regulations including the 1926 Immigration Reform and Control Act et. seq. Supplier agrees to indemnify and hold harmless the City from and against any loss, cost, claim, liability, damage, or expense (including attorney's fees) that may be sustained because of Supplier's breach of such warranty.
14. **DEFAULT.** In the event that (a) Supplier breaches any warranty contained herein; (b) Supplier fails to provide the insurance certificates required herein; (c) Supplier or Supplier's business partner fails to defend, indemnify, or hold harmless the City as required herein; (d) Supplier's performance of the Services violates applicable law; (e) Supplier admits insolvency, makes an assignment for the benefit of creditors, or has a trustee appointed to take over all or a substantial part of its assets; or (f) Supplier fails to perform or comply with any other provision of this Agreement, such failure, breach, or violation shall constitute a default under this Agreement.
15. **TERMINATION.** In the event of default by Supplier under this Agreement, the City reserves the right without liability, in addition to its other rights and remedies, to terminate this Agreement by notice to Supplier as to the portion of the Services not yet rendered and to purchase substitute services at Supplier's expense. Supplier shall reimburse the City for the cost of such substitute services upon Supplier's receipt of an invoice therefor.
16. **WAIVER.** No action or inaction by the City shall constitute a waiver of any right or remedy.
17. **CANCELLATION.** City may at any time cancel this Agreement in whole or in part for its sole 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 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.
18. **FORCE MAJEURE.** Neither party shall be liable to the other or responsible for suspension of any of the terms of this Agreement due to unforeseeable causes beyond the reasonable control and without the fault or negligence of such party, including, but not limited to acts of God or the public enemy, acts of government, fire, floods, epidemics, quarantines, restrictions, strikes, freight embargoes, or unusually severe weather.
19. **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 date stated on the receipt if deposited in the United States mail in certified form, postage 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 notice sent or delivered in accordance herewith.
20. **ASSIGNMENT.** Any assignment, in whole or in part, of Supplier's rights or obligation under this Agreement without the prior written consent of the City shall be void. Supplier shall not use subcontractors to perform any part of the Services without the prior written consent of the City.
21. **DISPUTE RESOLUTION.** The City shall be the sole judge of the quality of services. In the event of any dispute or disagreement between the public officer with respect to the interpretation of any provision of this agreement, or with respect to the performance of either party hereunder, the dispute shall be resolved by the Director of Finance and Administration and will not be subject to arbitration.
22. **ACCESS TO RECORDS.** The Supplier shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the cost incurred. They shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) 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.
23. **NONDISCRIMINATION.** Pursuant to IC 21-9-1-10, the Civil Rights Act of 1964, and Title VII, Supplier and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this contract. The Supplier shall not discriminate with respect to hire, tenure, terms, conditions or privileges of employment in any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract signifies compliance with applicable Federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
24. **MISCELLANEOUS.** If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of the remaining 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 courts thereof. This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, and all contemporaneous and antecedent oral understandings relating to the subject matter hereof. No agreement hereafter made shall be effective to modify or discharge this Agreement, in whole or in part, unless such agreement is in writing and signed by the party against whose enforcement the modification or discharge is sought. The paragraph headings are for convenience only and are not intended to affect the interpretation of the provisions hereof. This agreement shall be binding on the parties hereto and their respective personal and legal representatives, successors and assigns.



Invoice	Invoice 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



Deliver To: City of Fort Wayne, IN
 1 E 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	Type	QTY	Users	Start Date	End Date
Infor Field Inspector Work Management	Fort Wayne -US06A	PROD	1	47	10/16/2019	11/30/2020

TAX(Type RE - IN) 0.00

For renewal questions, please contact Shawwna Wagner, Subscription Services Manager
 Phone: +14704815238
 Email: Shawwna.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

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

Net	Tax	Total:
7,591.75	0.00	7,591.75

Payment Terms: See Due Date.

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

Invoice Total: USD 7,591.75

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

Failure to pay renewal fees when due will affect your continued support coverage and will incur additional fees
 Please refer to <http://www.infor.com/support/reinstatement-policy/> for further details

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. If any individuals have either of the following financial interests in Vendor (or its parent), please check all that apply and provide their names and addresses (attach additional pages as necessary):

- (i) Equity ownership exceeding 5%
- (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 30004 Address: _____

b. For each individual listed in Section 1a. show his/her type of equity ownership:

sole proprietorship stock
partnership interest units (LLC)
other (explain) _____

c. For each individual listed in Section 1a. show the percentage of ownership interest in Vendor (or its parent):
ownership interest:

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 _____

- b. City employment of "Member of Immediate Family" (defined herein as: *Spouse, Child, Step Child, Parent or 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, Grandparent or Step Grandparent of Spouse, Grandchild*)

Including contractual employment for services in the previous 3 years:

Yes _____ No _____

- c. Relationship to Member of Immediate Family holding elective City office currently or in the previous 3 years:

Yes _____ No _____

Section 3: DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

- a. Does Vendor have current 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. Does Vendor have pending contracts (including leases), bids, proposals, or other pending procurement relationship with the City? Yes _____ No X*

* To 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;
- b. 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 guilty, 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 and the foregoing Certifications are submitted by
Infor (US), Inc.
(Name of Vendor)

13560 Morris Road, Suite 4100
Alpharetta, GA 30004

Address

(678) 319-8000

Telephone

info@infor.com

E-Mail Address

The individual authorized to sign on behalf of Vendor represents that he/she: (a) is fully informed regarding the matters pertaining to Vendor and its business; (b) has adequate knowledge to make the above representations and disclosures concerning Vendor; and (c) certifies that the foregoing representations and disclosures are true and accurate to the best of his/her knowledge and belief.

Name (Printed) Lindsay Pritchard Title Associate General Counsel

Signature  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.

BILL NO. S-19-11-06

REPORT OF COMMITTEE ON FINANCE

November 26, 2019

Russ Jehl Chair

Jason Arp Co-Chair

All Council Members

An Ordinance approving Services Agreement – Hansen Software Maintenance & Support Renewal between Infor Public Sector, INC. and the City of Fort Wayne, Indiana, in connection with the Division of City Utilities

Involving a total cost of \$162,987.71


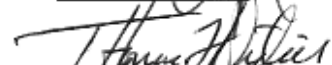
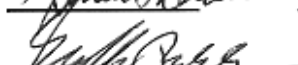



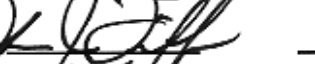


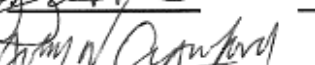
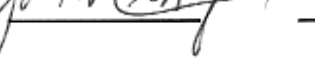
COMMITTEE ON FINANCE HAVE HAD SAID Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance

DO PASS

DO NOT PASS

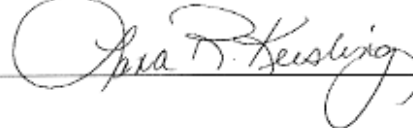
ABSTAIN

NO REC

	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
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	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

LANA R. KEESLING

CITY CLERK



Public Hearing Date: N/A

Read the first time in full and on motion by Councilman Jehl.

Read the second time by title and referred to the Finance Committee.

Read the third time in full and on motion by Councilman Jehl, placed on passage by the following vote:

<u>TOTAL VOTES</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
ARP	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BARRANDA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CRAWFORD	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DIDIER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ENSLEY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FREISTROFFER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HINES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JEHL	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PADDOCK	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>


DATED: November 26, 2019



 STACY A. REED, DEPUTY CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as

Special Ordinance No. S-19-11-06 on the 26th day of November, 2019



STACY A. REED
DEPUTY CITY CLERK



 PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 27th of November 2019, at the hour of 9:15 o'clock A.M. E.S.T.



 STACY A. REED, DEPUTY CITY CLERK

Approved and signed by me this 2nd day of December 2019, at the hour of 12:30 o'clock PM E.S.T.



 THOMAS C. HENRY, MAYOR

