

The Infor logo consists of the word "infor" in a white, lowercase, sans-serif font, positioned inside a solid red square.

# Infor Response to the City of Gainesville for an Enterprise Resource Planning (ERP) Product Solution(s) and Implementation Services

Invitation to Negotiate BID # CMGR-180083-MS

Closing Date: Friday, July 6, 2018, 3 p.m. ET



**ORIGINAL REDACTED**

*"An Infor solution for the City on its way to becoming the most user-friendly city in the world."*

Rick Johnston, Senior Account Executive

Phone: 850.294.0633

Email: [rick.johnston@infor.com](mailto:rick.johnston@infor.com)

Infor Public Sector, Inc.

Global Operations

13560 Morris Road, Suite 4100

Alpharetta, GA 3000

**infor**

Tab 1: Cover Page



## Appendix 1 – Cover Page

### Instructions

Complete form with appropriate information.

Proposal from Infor Public Sector, Inc., under selected scenario  
 Company name

|  | Response                            |
|--|-------------------------------------|
| 1. Product manufacturer can submit a proposal to provide their solution(s) and implementation services.  | <input checked="" type="checkbox"/> |
| 2. Product manufacturer can submit a proposal to provide their solution(s) and preferred service implementer partner.  | <input type="checkbox"/>            |
| 3. Service implementer partner can submit a proposal representing themselves and the most respective product manufacturer that satisfies the City's requirements | <input type="checkbox"/>            |

Preferred service implementer partner, if applicable \_\_\_\_\_

Respective product manufacturer, if applicable \_\_\_\_\_

This proposal is submitted under the authority of:

  
 Signature

6/26/18  
 Date

Name: Lindsay Pritchard Title: Associate General Counsel

Phone: 651-767-7000 E-Mail: lindsay.pritchard@infor.com

Proposer Point of Contact:

(This is the individual who will be the primary point of contact for the Proposer.)

Name: Rick Johnston Title: Sr. Account Manager

Phone: 470-481-6950 E-Mail: rick.johnston@infor.com

The logo for 'infor' is displayed in white lowercase letters on a red square background.

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The Infor logo, consisting of the word "infor" in white lowercase letters on a red square background.

## Tab 3: Company Introduction



*Note to the City: Our intention is to be absolutely responsive to the City. If the City requires additional information beyond what is provided, please contact Rick Johnston (rick.johnston@infor.com).*

a) Provide a brief introduction to the Company, its history, and its areas of specialization.

Infor Response:

### Introduction and History

Infor is the world's third largest provider of enterprise software, with approximately \$2.9 billion in revenue, and is one of the fastest growing business software providers, with more customers than our two largest competitors combined.

In reviewing your Blue-Ribbon report, we noted that you believe the new economy in which we live benefits from innovative "outside the box" thinking. Infor couldn't agree more. We are fundamentally changing the way information is published and consumed in the enterprise. We help 90,000 customers in more than 170 countries and territories improve operations, drive growth, and quickly adapt to changes in business demands. In doing so, Infor offers deep industry-specific applications and suites, engineered for speed, and with an innovative user experience design that is simple, transparent, and elegant. Simply put, we are the entrepreneurs of software to help transport the City to where it wants to be.

Noteworthy milestones in our history include:

**2002: Infor is formed.** Founded in June 2002 under the name Agilsys, Infor begins with 1,300 customers and a steady focus on enterprise software.

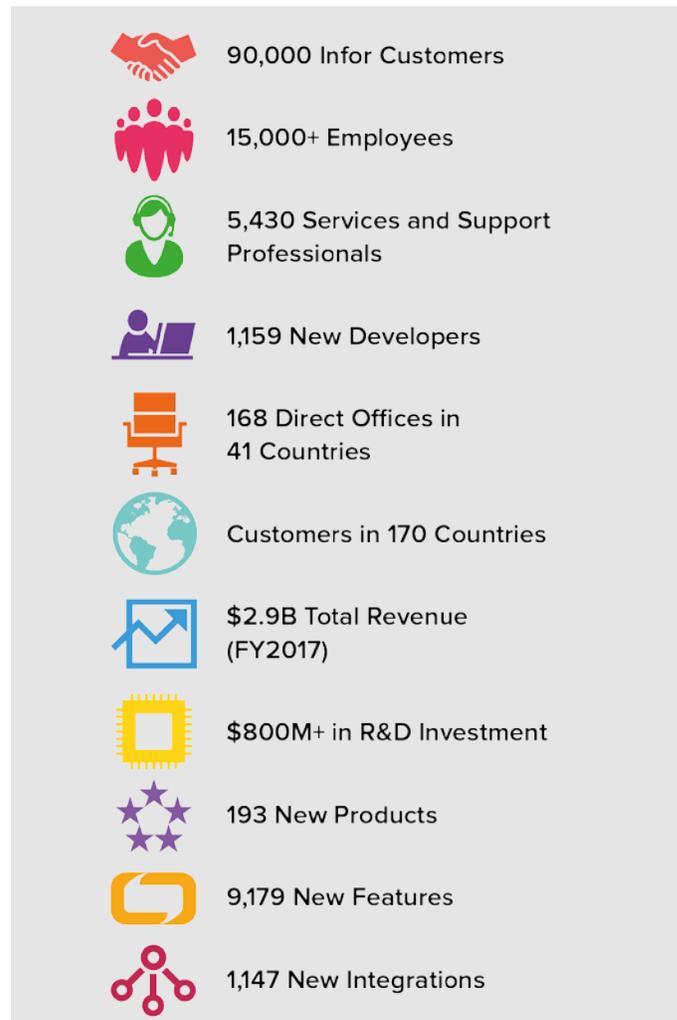
**2003 – 2005: Infor expands into key vertical markets.** By acquiring leading providers in the manufacturing, wholesale distribution and financial services industries, Infor establishes its deeply-focused micro-vertical strategy.

**2006: SSA Global is acquired.** By combining its manufacturing and distribution software with SSA Global's manufacturing, consumer and services offerings, Infor becomes one of the world's largest enterprise software providers.

**2008: Infor ION is introduced.** Leveraging the architecture of the internet, Infor introduces ION, a standards-based middleware solution that unifies business processes in a distributed and loosely coupled way.

**2010: Charles Phillips joins as CEO.** Charles Phillips' appointment marks a new direction for Infor beginning with its move from Alpharetta, Georgia to New York City's Silicon Alley.

**2011: Lawson is acquired.** With the acquisition of Lawson, Infor becomes a leading provider of ERP solutions for the healthcare industry and expands its ability to help healthcare providers improve patient outcomes.



**2012: Hook & Loop is introduced.** Infor's new commitment to building experiences people love leads to the founding of Hook & Loop – the company's transformative internal design lab.

**2013: Infor 10x launches.** Infor's first company-wide release, known as Infor 10x, adds social, mobile, analytical, and cloud capabilities to its industry-leading suite of solutions.

**2014: Infor and AWS partnership introduced.** Leveraging Amazon's cloud infrastructure, Infor establishes itself as the world's first industry cloud company.

**2015: GT Nexus is acquired.** By acquiring GT Nexus, the world's largest cloud-based global commerce platform, Infor begins building the future of multi-enterprise manufacturing and commerce.

**2016: \$2.5 billion investment by Koch Industries.** The Koch investment accelerates innovation, expands distribution, and empowers Infor to continue disrupting the enterprise applications industry.

### Areas of Specialization

Infor specializes in providing industry-specific software and services including integration, technology, project management, and business best practices consulting. What that means to the City is we bring 30+ years of experience in the Public Sector in engineering solutions that will produce fast, far-reaching results and provide system-wide transparency for your citizens. We develop and support our own applications with an annual development expenditure of approximately 16%. We also provide flexible deployment options that give customers a choice to run their businesses in the cloud or on-premises. For this engagement, we recommend to the City our Infor CloudSuite Public Sector solution.

Another thing the City will be able to count on is our commitment to preserving the value of your technology investment over the long haul, which will allow the City to benefit from our aggressive investment strategy and continuous innovation, in turn enabling your leaders to support your quest to put your citizens at the heart of all you do. We will help the City achieve its goal to be as simple and effective as possible in its interactions with its people.

**"The City should be as simple and effective as possible in its interactions with its people."**

*- City of Gainesville Blue Ribbon Report*



b) Provide contact name(s), titles, resumes of the proposed team member(s). Include an organizational chart beginning with your Company's management team through CEO of your Company.

Infor Response: Due to contract fluctuations and personnel assignments, Infor does not provide names of personnel at the ITN/RFP response stage. We have provided a list of the project team roles for both Infor and Gainesville based on our extensive experience with this type of project.

| Role                                  | Company |
|---------------------------------------|---------|
| Project Director                      | Infor   |
| Project Manager                       | Infor   |
| Functional Lead                       | Infor   |
| Technical Lead                        | Infor   |
| Organizational Change Management Lead | Infor   |

| Role                        | Company     |
|-----------------------------|-------------|
| Project Team Trainer        | Infor       |
| End-User Training Support   | Infor       |
| Sponsors/ESC                | Gainesville |
| Program Manager             | Gainesville |
| Functional Leads            | Gainesville |
| Subject Matter Experts      | Gainesville |
| Training Coordinator        | Gainesville |
| Trainers/Content Developers | Gainesville |
| Sys Admin, Security, DBA    | Gainesville |
| Tech Developers             | Gainesville |

While Infor is unable to provide a full organization chart, Infor's Executive Team is provided below:

**Charles Phillips**, Chief Executive Officer

**Stephan Scholl**, President

**Pam Murphy**, Chief Operating Officer

**Soma Somasundaram**, EVP, Global Product Development

**Kevin Samuelson**, Chief Financial Officer

**Marylon McGinnis**, SVP, Global Support

**Jeff Abbott**, SVP, Global Alliances and Channels

**Mary Trick**, Chief Customer Officer

**Gregory M. Giangjordano**, SVP, General Counsel

**Marc Scibelli**, Chief Creative Officer

**Ashley Hart**, SVP, Chief Marketing Officer

**Anne Benedict**, SVP, Human Resources

**Ziad Nejmelddeen**, SVP and Chief Scientist

**Kurt Cavano**, President, GT Nexus, an Infor Company

**Shahriar Rafimayeri**, SVP, Business Innovation

**Mayumi Hiramatsu**, SVP, Cloud Operations

**Brad Peters**, SVP and GM of Analytics and Business Intelligence at Birst

**Martine Cadet**, Global Enablement and Education Alliance (EAP)



c) Provide information about experience with similar current or former projects, including but not limited to Florida. Provide current and former client reference names and key contact information. This list must include the name, address, telephone, and email address of the client contract administrator. Detail which specific area your strengths were with each listed reference. Disclose any conflicts of interest or limitations that may exist should the Company be selected to provide services to the City.

Infor Response: We currently have approximately 73 Public Sector customers in Florida. Across North America, Infor, has approximately 57 customers of similar size to the City. Infor has completed Exhibit G, References, and it can be found on the following page. Additionally, we have provided similar customer examples below. Note, this section is considered Infor Confidential.

[Redacted]

[Redacted]

[Redacted]

Disclose any conflicts of interest or limitations that may exist should the Company be selected to provide services to the City.

Infor is not aware of any conflicts of interests or limitations that would affect business with the City.



## Exhibit G - BUSINESS REFERENCES

**PROPOSER:** Infor (US), Inc.

**PROJECT:** ERP Product Solution(s) and Implementation Services

**BID#:** CMGR-180083-MS **BID DUE DATE:** June 29, 2018

Provide the following business reference information for three clients that a same or similar project has been provided within the past five years. You may include photos or other pertinent information.

The City reserves the right to check references with current customers as provided by the Proposer and with any customers the City identifies as necessary to understand prior performance at any time throughout the process.

*Note, this section is considered Infor Confidential.*

|  |                                      |
|--|--------------------------------------|
| #1 - Service dates:<br>Project: [REDACTED] | Amount \$ <b>Client Confidential</b> |
| Project Client Name                        | [REDACTED]                           |
| Project Location                           | [REDACTED]                           |
| City, State, Zip                           | [REDACTED]                           |
| Client Contact name                        | [REDACTED]                           |
| Phone Number: [REDACTED]                   | Fax Number: [REDACTED]               |
| Email Address (if available)               | [REDACTED]                           |

|   |                                      |
|---|--------------------------------------|
| #2 - Service dates: Project: [REDACTED] | Amount \$ <b>Client Confidential</b> |
| Project Client Name                     | [REDACTED]                           |
| Project Location                        | [REDACTED]                           |
| City, State, Zip                        | [REDACTED]                           |
| Client Contact name                     | [REDACTED]                           |
| Phone Number: [REDACTED]                | Fax Number: N/A                      |
| Email Address (if available)            | [REDACTED]                           |

|   |                                      |
|---|--------------------------------------|
| #3 - Service dates: Project: [REDACTED] | Amount \$ <b>Client Confidential</b> |
| Project Client Name                     | [REDACTED]                           |
| Project Location                        | [REDACTED]                           |
| City, State, Zip                        | [REDACTED]                           |
| Client Contact name                     | [REDACTED]                           |
| Phone Number [REDACTED]                 | Fax Number: <b>N/A</b>               |
| Email Address (if available)            | [REDACTED]                           |

**infor**

## Tab 4: Executive Summary



As the City of Gainesville embarks on its project to implement a new Enterprise Resource Planning (ERP) system on your progression to becoming the New American City, it is important to secure a partner who not only has the technology designed to scale as you scale, but to also engage with an organization that truly endeavors to be a trusted advisor. Simply put, the City is moving forward to the next level of technology, and Infor wants to be with you on the journey.

We at Infor have thoroughly reviewed your ITN, and have prepared an exciting ERP software and implementation solution hosted in the Cloud that we feel meets the goals stated in the City's ITN.



### Expected Outcomes and how Infor will Deliver

We noted the City has specific objectives in which you expect to accomplish. Infor endeavors to be the vendor to deliver upon these objectives, and here is why:

#### **City Objective: Integrated environment of data and information**

Infor CloudSuite Public Sector, the solution proposed for this engagement is comprised of Infor Financials, Procurement, Global Human Resources, and Payroll, along with Dynamic Enterprise Performance Management (Budgeting and Planning). The blended suite will enable the City to achieve its goal of eliminating standalone business processes and redundant solutions, as these solutions are all Infor-specific and fully-integrated to support the requirements as outlined in this ITN. To round out the capabilities required by the City, Infor has included MHC for Document Management.

#### **City Objective: Centralized source of data and information**

The City will receive one, complete enterprise solution from Infor to eliminate stand-alone applications and redundancy of business processes, which also improves automation with built-in workflow, real-time alerts, in-context business analytics and integration with our technology stack Ming.le and ION (Intelligent Open Network). These capabilities will support your team in staying actionable about the business and operations of

the City with beautiful, user-friendly, role-based dashboards.

#### **City Objective: Meet the City's current requirements and expectations for future functionalities**

Considering the 20-plus years that you will use your new ERP system, one thing is certain – your needs will change and evolve over time. The ERP solution, Infor CloudSuite Public Sector, purpose-built for state and local government, is a transformational platform with proven municipality functionality, an aggressive investment strategy, and a hallmark of continuous innovation.

It will provide the City with full control of your future with a flexible Cloud model and meaningful user experiences. And, as your needs change, software is enhanced, or new technology emerges, we will be there with you each step of the way.

#### **City Objective: Acquire an integrated off the shelf packet solution or best of breed solution that will meet ALL the City's core requirements with minimal modifications and customizations**

Infor CloudSuite Public Sector offers the broadest and deepest ERP solution in the market today. Not only do we support the core components that you expect within a core ERP solution – Financial and Human Capital Management, but also solution components that are necessary for the management of the greater enterprise.



#### **City Objective: Defined Project Key Success Factors (such as reduce to fill, reduce process time, paperless processes, and reporting).**

The Infor solution will provide tangible results that align to the key success factors the City deems as most important. From real-time production reporting as well as a pre-integrated data warehouse, the City will experience Business Intelligence reporting to allow you to aggregate and measure data like never before.

**City Objective: Start implementation in January 2019  
(subject to environment readiness)**

Assuming a contract is executed no later than mid-December 2018, and City resources are available and ready to engage, Infor is prepared to begin this important ERP project in January 2019. As we discuss in our methodology section, we expect to begin this program with a two-week mobilization phase that precedes our initiation phase to facilitate the City’s ability to properly prepare and engage with our delivery consultants.

**Infor Services—A Key Differentiator**

Infor’s solution includes implementation of our applications delivered by our own team. As the implementer and software provider, the City can rely on us to be your sole trusted advisor as you take this important step forward in improving your technology footprint.

Infor Services offers our customers more than 4,300+ experienced professionals and implementation partners in more than 50 countries a global network of proven domain experts with local presence and knowledge who are well-qualified to support the complete Infor offering of solutions and technologies. We back our network with the best-practices developed from years of experience, along with the tools and materials to maximize your return on investment.

**Leading-edge platform – A Cloud solution for the City**

The City seeks to implement leading-edge software on a sustainable platform, and Infor’s solution offers just that. Considered by many to be the first Cloud company in the enterprise software industry, we have provided our customers a Cloud service for over a decade, reducing the cost of our solutions for our customers and improving the support experience. Cloud customers since inception will confirm the 2+ billion investment in R&D over the past 4 years, and the Amazon partnership leveraging Amazon Web Services (AWS) is providing a superior offering in the ERP marketplace.

The unique power of the Infor Cloud built on AWS doesn’t just come from what’s inside; it comes from the special approach we’ve used to build our business software, then assemble and fine-tune our performance enhancing capabilities to help our customers increase agility and improve their businesses. Infor’s innovative cloud technologies, built to work hand in hand with the world class capabilities of AWS, can give the City the power and

responsiveness it needs to stay ahead in a business environment that’s more fiercely competitive than ever.

**Experience that Matters – Infor Qualifications**

Infor is the world’s third largest provider of enterprise software, with approximately \$2.9 billion in revenue and is one of the fastest growing business software providers, with more customers than our two largest competitors combined.

Infor is at work today providing fast, far-reaching results and system-wide transparency for more than approximately 4,100 government agencies. Many types of organizations benefit from our Public-Sector solutions. Our experience includes work with 3 of the top 5 transit authorities, 18 of the 20 largest states, and 18 of the 20 largest US cities.



18 of top 20 Aerospace Companies



20 of top 20 Automotive Suppliers



More than 2,000 Chemical Manufacturing Customers



17 of top 20 Industrial Distributors



7,000+ Industrial Machinery Manufacturers



6 of top 10 Global Luxury Brands



15 of top 20 Global Retailers



14 of top 15 Food & Beverage Manufacturers



21 of the 25 Largest U.S. Healthcare Delivery Networks



10 of top 10 High Tech Companies



6 of top 10 Global Hotel Brands



More than 5,500 Industrial Manufacturing Customers



18 of top 20 Largest U.S. Cities



21 of top 30 Global Banks

Finally, when you choose Infor, the City receives maintenance and technical support that includes software upgrades, updates and corrections for the software under maintenance, as well as technical support including access to our knowledge base and our product support team, technical advice, and application management, and 24X7 severity 1 support.



The logo for 'infor' is displayed in white lowercase letters on a red square background.

## Tab 5: Organizational Min Qualifications



### 3.1.1 Organization Minimum Qualifications

#### A. Provide Company Financial Stability Report to include:

- o • Bonding Capability up to \$250,000

Infor Response: Infor has the capability to provide a bond up to \$250,000. We have included a copy of the Surety Letter on the following page.

- o • Credit Rating or Financial Statements

Infor Response: Although Infor's shares are not publicly traded or listed on any public exchange, we are a voluntary public filer with the United States Securities and Exchange Commission and publicly file periodic SEC reports (10-K, 10-Q, etc.) that include financial statements. Infor's filings with the SEC can be accessed at the following link(s):

Fiscal year ending, April 30, 2017

<https://www.sec.gov/Archives/edgar/data/1556148/000119312517212858/d303410d10k.htm>

Fiscal year ending, April 30, 2016

<https://www.sec.gov/Archives/edgar/data/1556148/000119312516629549/d163360d10k.htm>

Fiscal year ending April 30, 2015

<http://www.sec.gov/Archives/edgar/data/1556148/000119312515236198/d941033d10k.htm>

A copy of the 2017 10-K has been included in our hardcopy submission.

#### B. Bank Reference

Infor Response: Infor has provided the account verification letter from Wells Fargo after the Surety Letter in this section.

**Oswald Centre**  
1100 Superior Ave.  
Suite 1500  
Cleveland, Ohio 44114

216.367.8787 *office*  
216.241.4520 *fax*

[www.oswaldcompanies.com](http://www.oswaldcompanies.com)

**oswald**  
COMPANIES

June 21, 2018

To Whom It May Concern:

**RE: Infor, Inc. and Subsidiaries – Evidence of Bonding Capacity**

This letter serves to confirm that Oswald Companies, as agent, handles the bonding needs for Infor, Inc. and Subsidiaries through RLI Insurance Company.

Please be advised that Infor, Inc. and Subsidiaries have been prequalified by RLI Insurance Company to provide performance and payment bond capacity in excess of \$10 million per project.

RLI Insurance Company is prepared to execute performance and payment bonds, subject to standard underwriting at the time of the final bond request, which will include but not be limited to the acceptability of the contract documents, bond forms and project financing. Any arrangement to provide bonds is a matter between RLI Insurance Company and Infor, Inc. and Subsidiaries, and we assume no liability to third parties or to you if for any reason we do not execute bonds.

Infor Inc., and Subsidiaries is a highly capable and well respected account of RLI Insurance Company. The company is dependable and maintains a solid financial position, and we are very confident in their ability to perform. Should you have any questions, please feel free to contact me directly at 216.367.8082.

Sincerely,



Mark L. Rader  
Attorney-in-Fact  
RLI Insurance Company



180745HHH

**New England Commercial Banking**

MAC J9226-154

125 High Street, 15<sup>th</sup> Floor

Boston, MA 02110

Wells Fargo Bank, N.A.

04.25.2018

To Whom It May Concern:

This is to confirm that, Infor (US), Inc., has 8 accounts with Wells Fargo Bank, N.A. and all are in good standing. The customer has banked with Wells Fargo Bank, N.A. since 2005. Wells Fargo provides the company a credit facility within Wells Fargo Capital Finance. Wells Fargo Bank is their primary domestic Treasury Management bank handling all of their treasury management services and day to day activity.

Account Name: **Infor (US), Inc.**

Account Address: **13560 Morris Road. Ste. 4100, Alpharetta, GA 30004**

Thank you,

Noel Nuñez

Wells Fargo Commercial Banking

noel.nunez@wellsfargo.com

617-310-8041

Together we'll go far



The logo for 'infor' is displayed in white lowercase letters on a red square background.

## Tab 6: Qualifications ITN Specific Min Qualifications



### 3.1.2 ITN Specific Qualifications

To be considered responsible to perform the work, proposer must have the following qualifications. Please limit your responses to Yes, No, or N/A and provided ALL requested documentation.

A. Must have no less than two (2) years' experience in providing ERP solution(s) for governmental entities and must have successfully implemented ERP solution(s) for no less than three (3) government municipalities. For details, please complete Exhibit G.

Infor Response: Yes. Infor has more than two years' experience implementing ERP solutions for more than three government municipalities.

We have completed Exhibit G in Tab 3, as well as provided customer narrative examples in that section.

B. Must be able to be supported on multiple operating systems and browsers

Infor Response: Yes. The Infor CloudSuite Public Sector solution provides a 100% HTML5 user interface. The supported operating system and browsers include:

- Internet Explorer 11.0 (32 and 64-bit versions)
- Chrome – Latest Version (Windows or Mac)
- Mozilla Firefox – Latest Version (Windows or Mac)
- Safari 5.1+ or higher (Mac OS)

C. Must be able to supply ERP products incorporating robust and verifiable security features

Infor Response: Yes. The Infor solution is delivered with comprehensive security features. Infor security provides features for authentication and authorization. Authentication refers to control over which users can log in and how they can log in. Authorization refers to control over each user's access after he or she has logged in.

#### Authentication

The Infor CloudSuite HCM solution allows the City access to define and use the single sign functionality. Infor Security Services supports single sign on between all Infor applications and additionally any 3rd party security using standards such as SAML2.0, ADFS, Kerberos, LDAP, WS-Security, and security token services. The Infor solution Single Sign-on capability is by default ADFS and also supports SAML 2.0, WS-Federation, and PGP-key. Our applications can integrate with your on-premise Active Directory system (through an ADFS trust) to provide consistency with your on-premise user management systems. Typically because of integration with Active Directory, most all customers that want password self-service will use a 3rd party application that directly interfaces with Active Directory rather than within the Infor HCM solution.

For any service, you can set up and assign security policies to control how users log in, when users get locked out of their account, what rules control password creation, and what rules apply to resetting passwords. For example, you may want stricter policies for some applications, and less strict for others.

#### Authorization

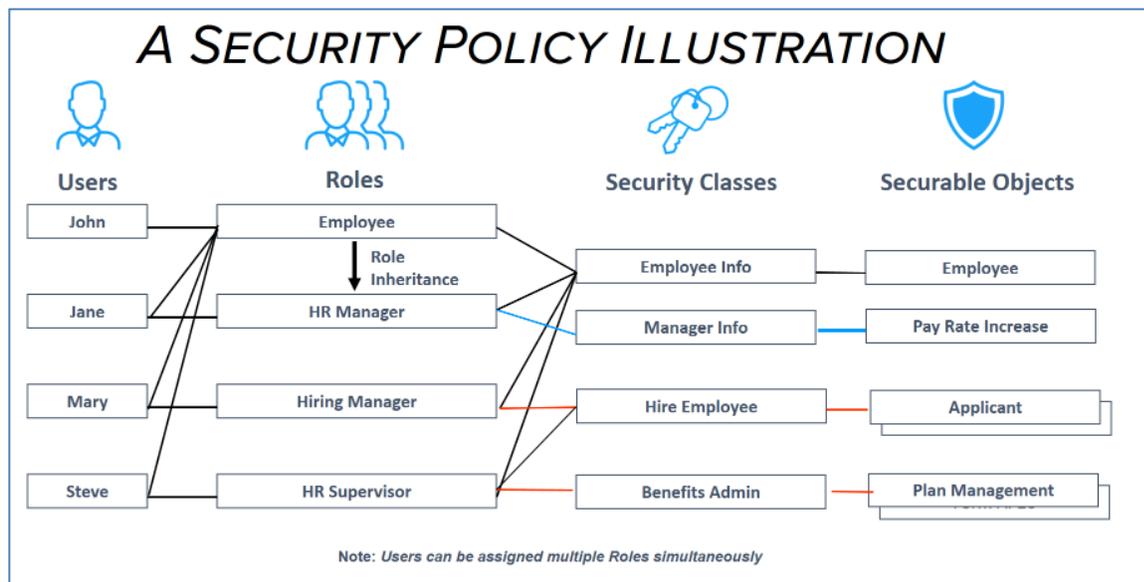
In either case, once authenticated, all authorization rules are read from the Infor Security Engine. Infor Security utilizes a role-based access control (RBAC) security paradigm for the purposes of authorizing user privileges. By default a user has no role membership and thus no privileges for accessing the Infor solution. Roles typically represent specific jobs or functions within an organization and users are added to roles as needed.



Within the Infor security paradigm, security classes, or task based groupings of rules, are assigned to roles and enable a member of the role to complete a specific function. The important distinction is that rules and privileges are associated with the security class and role not an individual user, which achieves a number of administrative efficiencies as users join the organization, leave the organization, or simply change job functions.

Authorization rules are contained in security classes. Infor delivers predefined security classes with Infor Technology and with Infor applications. Very fine grained security policies can be achieved as a result of Infor's definition of a 'securable object'. Tables, records, fields, programs and functions are all considered securable objects against which specific security policy can be expressed. Support for field level security has a number of benefits, but most importantly, it allows security administrators to easily determine every area of the Infor solution for which a given user has access. This concept is central to the Segregation of Duties report which affords security administrators the ability to see which users have access to any given combination of objects.

To implement the rules contained in these security classes, you assign them to roles to which actors are also assigned. The actors represent users in the system, and with the linking of both actors and security classes to roles, the users are linked to rules that govern their access to securable objects.



Restrictions to administrative tool access, application access, menu access, record access, field access, and querying/reporting access are accomplished by explicitly granting or denying access through security rules to these functions. Groups of rules are associated with a security class, a security class is assigned to a role, and finally a role is assigned to a user or group of users. All security functions are performed in the Infor Security Administrator. Infor delivers standard templates for roles in an organization, i.e. Recruiter, HR Generalist, etc. that have the appropriate authorizations to perform these common business functions. Organizations are free to modify these templates to meet their needs or create their own roles completely from scratch in order to establish their desired security policy.

### Security Administration

Infor Security Administration is done through the Infor Rich Client; the City can access applications for administering security and users, including a Create User Wizard. The Security Administration tool also provides many reports including role assignment, object access, security violations, and changes made to the

security model itself. You can also restrict access to the Security Administration utility itself by allowing access to it only by users in a specified operating system user group and by enforcing password requirements for it.

#### D. Must provide and implement data migration services

Infor Response: Yes. Infor recommends a conversion of no more than 2 years' historic data. If you require longer data retention of prior history, the City can effectively store this data in a data warehouse instead of converting it. We have found that attempts to convert many years of history can be both problematic and costly.

Infor offers standard conversion programs and APIs to validate, transform, and load data from external systems. Infor's data migration strategy centers on repeatability. Over the course of an ERP implementation, master data as well as transactional data will require many conversions for validation, testing, training, and finally, production cutover. In many instances, the source data continues to change as the project progresses. Automated and programmatic conversions from source systems are faster, less error prone, and more reliable than manual and/or end user based loads.

Together, we will determine the City's specific requirement for data migration and conversion prior to developing the project's Statement of Work. Infor will work with the City to identify certain master data files to be mapped and loaded directly into Infor. the City will manually prepare a spreadsheet containing the master data to be loaded into Infor. Infor and the City will then jointly execute the Infor conversion process and work through data validation errors until they achieve a clean load. These master files will remain nearly static during testing and can be converted on demand for testing, training, and production cutover.

Historical transactions will require data conversion programs, and Infor has a standard set of programs for each of their software modules. Infor and the City will determine the data conversion requirements and jointly execute the process for the design, programming, unit testing, and system testing of each of the transactional data conversions.

Data Conversion will be a collaborative effort among the City and Infor/Infor resources, with assignment of specific responsibility dependent on the availability of your resources. the City's staff will be responsible for designing, developing, testing, and running *export* scripts from source systems. Infor will be responsible for designing, developing, testing, and running *import* scripts. Data mapping will be a joint activity and responsibility. Infor consultants will help the City identify problem areas within the legacy system data; however, the City should complete this work prior to the implementation to save time and money. You will be responsible for the City legacy data and the cleanup of this data.

#### E. Must provide and implement interface and integration services

Infor Response: Yes. We base our use of a variety of interface and integration tools on each client's environment and preference. However, Infor recommends using delivered Infor batch programs, Microsoft Add-Ins for Infor, or Infor Process Automation because each method uses Infor's business logic for data checking and accuracy.

Infor's architecture will help reduce development time by reusing business logic and leveraging standard protocols and file formats. This open architecture will be the technological foundation that will allow the City to fully integrate with its existing applications at a lower total cost of ownership. Infor can integrate with virtually any legacy system by using one of several system integration options:

##### **Infor Process Automation**

Infor's industry leading workflow engine, Infor Process Automation, provides automation across all Infor systems and beyond to non-Infor systems. The option to extend Process Flow beyond Infor is called Infor



Process Automation (IPA). IPA's design, which looks very much like Microsoft Visio, is much less labor intensive than previous integration technologies that involved programming. And Infor clients find this Integrator provides immediate productivity by reducing the labor needed to create interfaces and integrations.

In the past, Infor has provided workflow tools that can read from and write to Infor systems. Infor Process Automation takes this ability to the next level by providing for the reading from and writing to non-Infor systems as well. The non-Infor data can be housed in any SQL compliant database, CSV files, fixed width field files, or XML. IPA also operates as an adaptor for IBM's MQ series, providing positive delivery integration beyond the walls of the City's enterprises.

Infor integration flows can either be scheduled for regular run times or tripped live for real time integration in a truly on-demand approach to business processing. In addition, the flows can be both inbound and outbound.

Lastly, the IPA integrates existing systems and third-party applications to and from Infor, enabling processes to flow across a virtual enterprise in real time. The Integrator provides a data transformation engine that maps data from one system to another, enabling you to extend your business processes beyond a single application system. IPA includes a user-friendly graphical user interface that utilizes "drag and drop" functionality to build and update the interface and does not require any programming knowledge to maintain the mapping.

### **Standard Interface Programs**

Infor also provides standard flat-file import batch programs for common large volume interfaces. Infor supplies documentation of the file layouts expected by the import routines. These batch programs exist for most major transactions and master files. In fact, they are used for the initial conversion of legacy data into the Infor system. Infor will use this method for the required interfaces.

### **Desktop Integration**

Infor also delivers desktop integration to Microsoft Word and Excel through Infor Microsoft Add-ins. They also deliver multiple Add-ins within the product. For example, the Infor Add-in for Excel provides a 'wizard' tool embedded within Excel. This tool walks a user through the process of sending data from Excel through the Infor business objects, or pulling data via the same process. Infor has built each application as a "wizard," allowing users to easily walk through the process of interacting with the Infor business objects and data from within the host application. And because the API exposes the already defined table relationships within the Infor applications, there is no need for users to understand the data structures within Infor.

## **F. Must provide and conduct training services**

Infor Response: Yes.

### **Infor Transformation Services**

The Infor Transformation Services team focuses on the "people" side of your Infor implementation. We have deep expertise in driving user adoption and managing organizational risk. Integrated with the Infor implementation team, we are client focused and offer value-driven approaches and options that are focused on business value, ROI, and early success.

The core elements of Infor Transformation Services are:



### Infor's Approach to Organizational Change Management (OCM)

OCM provides a framework for identifying the business, organizational and end user risks associated with system implementations and for developing actions to mitigate the risks. Proactively managing the new business processes, new communications plans, and new organizational structures that impact employees because of a systems implementation will minimize the depth and duration of productivity loss that occurs after a major change event like implementing a new enterprise system.

OCM is a systematic approach to accelerate user adoption and acceptance of a new technical business system. Typically, the focus is on:

- Aligning business leaders on the benefits, goals, metrics and accountability
- Getting business process managers to own the success of the implementation and to drive the realization of benefits
- Preparing, training, and supporting the end users who will be using the system regularly to input data and conduct business transactions

OCM uses a set of tools and organizational interventions to link the business with the new system and increase the likelihood of a successful transition.

# Organizational change management



## Change leadership and strategy

- **Alignment**  
Ensure executives, managers, change agents, and the project team have the same set of goals.
- **Preparedness**  
Put processes in place for risk mitigation and issue resolution.
- **Positive feedback**  
Offer rewards, recognitions, and celebrations of accomplishments.



## Organizational readiness and alignment

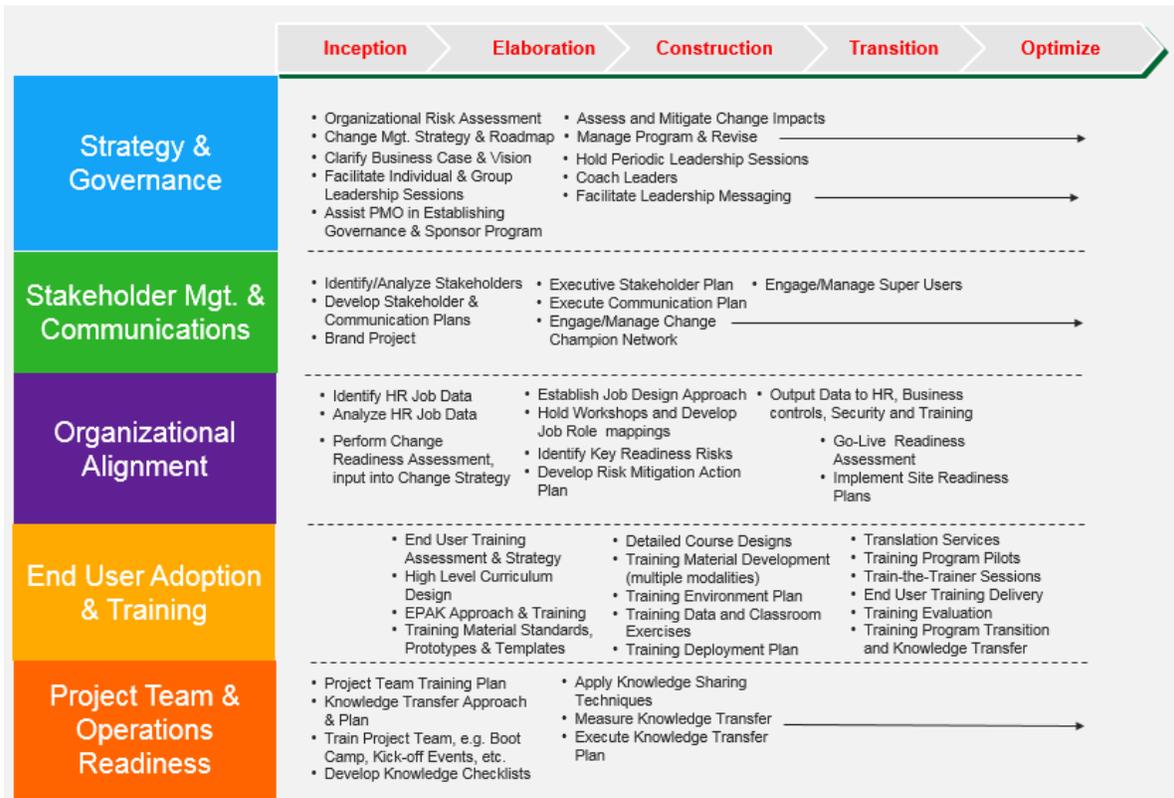
- **Change readiness assessments**  
Ensure your business is prepared to support and sustain the changes, and that you've reduced risks as much as you can.
- **Alignment programs**  
Ensure organizational roles are properly aligned to support ongoing efforts.



## Stakeholder management and communications

- **Timely and consistent decision making**  
Ensure critical stakeholders and change management experts provide key input to help ensure organizational alignment and establish that key executives own the decisions.
- **Timely, consistent, and credible communication**  
Ensure stakeholders are informed of key decisions so that they can understand the upcoming changes and prepare for them.

Building the capability to perform within the new processes and technical environment requires active leadership, engagement of a key group of stakeholders, communication of pertinent information, alignment of roles and tasks, education and skill development for those who will use the system, and high performing project teams. Below is an illustration of the Infor Deployment Method (IDM). As you can see, there are change management activities that span the project lifecycle, and getting started as early as possible ensures alignment with executives, project sponsors and ultimately, your end users.



## Infor's Approach to End-user Training

One of the most critical success factors in realizing the benefits of any new and integrated Enterprise solution is training. Our mission is to enable our customers to lower their total cost of ownership and realize the benefits of the Infor solution as soon as possible, and we do this by providing a comprehensive training and on-going learning and performance support solution for end users. Infor believes that the following criteria are essential for the success of any end user training solution:

*Performance and outcome-based focus* – an end user training solution must focus on the business tasks the employees perform, not system functionality. The overall goal of the solution should be to prepare individuals to do their jobs, or run their organizations, leveraging the new processes and tools, not focus on how the system works.

*Blended approach* – today's learners expect to be able to access their learning when they want it, how they want it, and when they need it, in easily digestible chunks. Our experience has shown that there are significant benefits to a learning solution that offers a blend of traditional instructor-led training augmented by online learning (eLearning) and micro-learning elements. Training can be deployed in multiple modalities to meet the diverse learning needs of our customers' employees.

*Instructional effectiveness* – focusing on performance goals, the training content and activities should be tailored to the achievement of those goals, to enhance the instructional effectiveness of the materials for each user audience.

*Sustainable solution* – the needs for end user training won't go away after Go-Live. There will be an ongoing need to train new employees and to cross-train or re-train individuals as they change jobs or their organization goals change.

Well-trained users will drive higher productivity and reduced support costs. With this focus, we help our customers increase return on their business and technology investments by reducing employee time-to-competence and improving overall job performance.

### **End User Training Design & Development Methodology**

To ensure a performance and outcome-based focus for an end user solution, Infor follows a proprietary methodology to objectively assess the learning needs and provide recommended solutions that are targeted on end user performance. We follow a proprietary methodology for the design and development of our customers' training solutions making modifications as needed to align with customer's project requirements and established methodologies.

### **Essential Elements of a Blended End-user Training Solution**

This section provides additional detail on the essential elements of an Infor end-user training solution.

**eLearning (Self-Paced Web-Based Training).** Large populations of users can effectively be trained on business processes and basic system tasks using web-based training (eLearning). Web-based training can be developed using an industry standard development tool and should present concepts related to the business process. The eLearning should also include simulations so that users can practice system tasks as well as knowledge checks to reference other support documentation, such as work instructions and FAQs.

**Instructor-Led Classroom Training (ILT).** For smaller user populations and mission-critical business applications that require in-depth training on use of the system, hands-on instructor-led training is most effective. With instructor-led classroom training, instructors present concepts related to the business processes and system functionality. Referencing step-by-step procedures called work instructions, instructors can conduct demonstrations of key tasks in a live training database. The database should be representative of the production system the participants will see back on the job, including realistic data created in consultation with your project team. Participants then can complete hands-on exercises using the training database. These exercises provide basic practice, as well as require the participant to apply what they have learned to real-life

situations. Participants should also learn how to support themselves back on the job using the online help system.

**Performance Support.** A key element of any solution is the use of a performance support site (or online help system). Infor recommends our customers build an internal performance support website to host any training documentation that is created. The performance support site can also include conceptual presentations, links to simulations, job aids, FAQs, and other help materials end users may need. This approach provides an ongoing support strategy that extends beyond the training event and provides just-in-time information to the end-user's desktop whenever it is needed.

**Infor User Adoption Platform.** Rather than focusing on a single learning event, Infor User Adoption Platform (Infor UAP) can help your organization get the most out of your technology investment by providing "moments of understanding" throughout the software lifecycle. During the implementation phase, Infor UAP provides powerful content authoring and management functionality that allows authors to create custom learning content that directly reflects your new technology. When the software goes live, this content is delivered to users, right within the application, so they can access help at their time of need, on the device of their choice, in a form that's relevant to the employee's role and language. With Infor UAP, authors, subject matter experts, and business stakeholders can rapidly create and edit everything from procedural documents to simulations and eLearning courses. Content is published to a performance support website where end users access all their content, and receive personalized notifications relevant to their learning. Infor UAP provides both current and future employees the knowledge and learning they need to master your new applications, ensuring that your organization maximizes ROI on its technology investment.

### **Train-the-Trainer Approach**

Infor typically recommends a Train-the-Trainer approach for our customers. Subject Matter Experts/Trainers should deliver the instructor-led training to their end users as the advantages of using customer resources serving as Trainers are:

- Their credibility with end-users because "they understand our jobs"
- Their ability to relate system tasks to real-world events
- Their ability to reinforce business processes and changes caused by the implementation

### **Infor Transformation Services Recommendation**

Infor is recommending the City start with our OCM and End User Adoption Jump Start services. A Principal OCM and Principal EUA Consultant will work with your leads to develop the overall strategies, approaches and plans for each which would include the following:

#### **Organizational Change Management**

**Organizational Readiness & Risk Assessment** - This work product identifies key organizational risks and challenges associated with the project. The assessment also provides critical success factors and mitigation plans

**Executive Alignment, Governance Structure and Plan** - The purpose of Alignment Workshops is to provide a clear vision and roadmap of the project, share and discuss organizational challenges with this transformation, and provide guidance on transformational leadership. These workshops serve as a key component to gather sponsor opinions and feedback, and to identify organizational change risks, which will serve as an input into the Change Management Strategy.

**Change Management Strategy & Roadmap** - This work product documents the change management strategy and the corresponding program and roadmap for the project. It integrates the findings from the Change Readiness Risk Assessment into an overall change management program and roadmap. The Change Strategy

will also outline risk mitigations for organizational issues and provide a recommended change management program and enablers.

Change Management Project Plan - This work product outlines the Change Management Program work plan, to include Phase, Stages, and tasks mapped to responsible resources.

Project Kick-off Communications Plan & Cadence - This work product documents the communications plan and activities to support the initial communication needs of the project. The primary focus is on the Project Team, Extended Team, Sponsors, Key Stakeholders and general awareness activities to the broad audience.

OCM Organizational Structure and Resource Requirements - This work product will help define the customer's resources required for the project and map the skills necessary.

### **End User Adoption**

End User Training Strategy and Project Plan - This work product includes the Training Program's overall approach, assessment/evaluation approach, team organization, timelines, goals/objectives, and critical success factors. Additional work product includes the estimated scope of content to be developed, timeline, level of effort and resource requirements.

Training Needs Analysis - This work product includes the overall program's approach to end user training, including an assessment of the targeted users, learning culture, existing learning practices, learning infrastructure, and impacted business processes and systems to formulate an overall Training Strategy.

High level curriculum design - This work product provides the end-user training curriculum detailing the courses, high level topics, participant groups, course length and delivery format.

Training Deployment and Delivery Approach - This work product provides a plan to address the activities and preparation that must occur for a successful training delivery program. Topics in the deliverable include trainer preparation and communications, printing and distribution, training room preparations, course enrollment and scheduling, and training communications and support.

Training Development Approach and Process - This work product will help define the training materials that need to be developed to support either instructor-led training or eLearning. This will also include the activities that are required to data load and test demonstrations and exercises in the customer provided training environment. This work product also includes resource requirement that will be necessary to develop the training materials

### **Project Team Readiness**

Infor Education is staffed by professional instructional designers who work with our certified instructors and Infor product and implementation experts to create our content as well as innovative and flexible delivery options. Infor offers these convenient and cost-effective learning options to allow you to select the blend that works best for you and your employees.



**Level 1: Overview & Use**  
Provides product overview and knowledge necessary to use the system.



**Level 2: Configuration & Administration**  
Accelerates the deployment of Infor software through knowledge of configuration options and administration.



**Level 3: Installation & Integration**  
Explores software installation and integration with other systems, as well as how to extend the application.



**Instructor-led Training**  
Face-to-face courses in your office or at one of our education sites



**eLearning**  
Recorded classes that can be accessed anywhere, and at any time

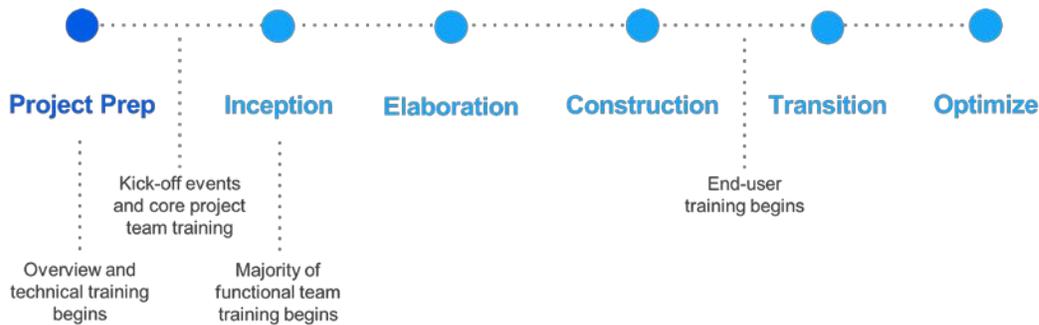


**Instructor-led Virtual Training**  
Classes taken from any location with the support of an instructor



**Self-directed Learning**  
Flexible training taken at your own pace; includes a workbook, training environment and social collaboration

The Infor Education strategy for project team members starts knowledge transfer at the earliest stages of the project. A well-trained project team makes better implementation decisions and reduces the number of customizations. We begin with fundamentals before progressing into application and technical training where training is focused on preparing your functional and technical teams for the decisions they will face in data mapping workshops and conference room pilots (CRPs). Throughout the implementation there is a gradual transfer of knowledge from Infor consultants to your project team until the members of the project team become the drivers and champions of the new system and business processes.



Your Project Team program might consist of a combination of public, private, formal, informal, in-person, virtual, and online training. Formal training, or Education Events, (available in public and private engagements) are designed to provide detailed information on the technology platforms and functional application features and functions in your Infor Solution. The courses include hands-on labs, in-class exercises, and real-world examples to increase the effectiveness and relevance of the instruction. Cost includes instructor fees, training materials, and access to a training environment. When applicable, Infor defines and schedules Informal training, or Private Training Workshops. These workshops are delivered by Infor Consultants in a consultative manner and use less formal materials and often use the Licensee’s training environment and data.

**Project Team Training Scope**

The following table lists the courses applicable to your Infor Solution and the delivery mode recommended for your project.

| Private Education Events |  |             |                         |                   |
|--------------------------|--|-------------|-------------------------|-------------------|
| Module                   | Course Name  | Course Days | Delivery Mode           | Maximum Attendees |
| Finance                  | CloudSuite Financials: Configuring and Administering Global Ledger | 2           | Private Education Event | 14                |

|                   |   |     |                               |    |
|-------------------|---|-----|-------------------------------|----|
|                   | CloudSuite Financials:<br>Administering Project Ledger  | 1   | Private<br>Education<br>Event | 14 |
|                   | CloudSuite Financials:<br>Configuring and Administering<br>Project Invoicing and Revenue                    | 2   | Private<br>Education<br>Event | 14 |
|                   | CloudSuite Financials:<br>Configuring and Administering<br>Global Ledger Allocations                        | 1   | Private<br>Education<br>Event | 14 |
|                   | CloudSuite Financials:<br>Configuring and Administering<br>Payables   | 3   | Private<br>Education<br>Event | 14 |
|                   | CloudSuite Financials:<br>Configuring and Administering<br>Asset Accounting                                 | 2   | Private<br>Education<br>Event | 14 |
|                   | CloudSuite Financials:<br>Configuring and Administering<br>Billing  | 1   | Private<br>Education<br>Event | 14 |
|                   | CloudSuite Financials:<br>Configuring and Administering<br>Cash Management                                  | 3   | Private<br>Education<br>Event | 14 |
|                   | CloudSuite Financials:<br>Configuring and Administering<br>Grant Accounting                                 | 3   | Private<br>Education<br>Event | 14 |
|                   | Lawson Technology: v11 Using<br>Spreadsheet Designer for<br>Microsoft Excel                                 | 0.5 | Private<br>Education<br>Event | 14 |
| Supply Management | CloudSuite Supply Management:<br>Configuring and Administering<br>Purchasing                                | 2   | Private<br>Education<br>Event | 14 |
|                   | CloudSuite Supply Management:<br>Configuring and Administering<br>Requisitioning                            | 1.5 | Private<br>Education<br>Event | 14 |
|                   | CloudSuite Supply Management:<br>Configuring and Administering<br>Inventory Control                         | 2   | Private<br>Education<br>Event | 14 |
|                   | CloudSuite Supply Management:<br>Configuring and Administering<br>Strategic Sourcing and Supplier<br>Portal | 2   | Private<br>Education<br>Event | 14 |
|                   | CloudSuite Supply Management:<br>Configuring and Administering<br>Contract Management                       | 4   | Private<br>Education<br>Event | 14 |

|                            |  |     |                         |    |
|----------------------------|--|-----|-------------------------|----|
|                            | Lawson Technology: v11 Using Spreadsheet Designer for Microsoft Excel                | 0.5 | Private Education Event | 14 |
| Human Resources Management | Lawson HRM: Administering Employee and Manager Self-Service                          | 2   | Private Education Event | 14 |
|                            | Lawson HRM: Processing Payroll   | 3   | Private Education Event | 14 |
|                            | Lawson: Using Microsoft Office Add-Ins - Basic                                       | 0.5 | Private Education Event | 14 |
| Global Human Resources     | Global HR: v11 Foundation  | 1.5 | Private Education Event | 14 |
|                            | Global HR: v11 Configuring and Administering Global HR                               | 4   | Private Education Event | 14 |
|                            | Global HR: v11 Configuring and Administering Benefits                                | 3   | Private Education Event | 14 |
|                            | Global HR: v11 Configuring and Administering Absence Management and Time Entry       | 3   | Private Education Event | 14 |
|                            | Global HR: v11 Designing Reports   | 0.5 | Private Education Event | 14 |
|                            | Global HR: v11 Administering Security  | 1   | Private Education Event | 14 |
| HCM Talent Management      | Talent Management: v11 Configuring and Administering Talent Acquisition              | 2   | Private Education Event | 14 |
|                            | Talent Management: v11 Configuring and Administering Compensation Management         | 2   | Private Education Event | 14 |
|                            | Talent Management: v11 Configuring and Administering Goal and Performance Management | 1.5 | Private Education Event | 14 |
|                            | Talent Management: v11 Configuring and Administering Development Planning            | 2   | Private Education Event | 14 |

|              |  |   |                         |    |
|--------------|--|---|-------------------------|----|
| WFM          | WFM: Configuring and Administering Workforce Management              | 2 | Private Education Event | 14 |
|              | WFM: Configuring and Administering Time and Attendance               | 4 | Private Education Event | 14 |
|              | WFM: Designing Reports Using Cognos                                  | 4 | Private Education Event | 14 |
| BI/Analytics | Infor BI: Administering the OLAP Server                              | 3 | Private Education Event | 14 |
|              | Infor BI: Optimizing Content with Dashboards and Self-Service (v11)  | 2 | Private Education Event | 14 |
|              | Infor BI: Creating Reports with Application Studio                   | 2 | Private Education Event | 14 |
|              | Infor BI: v11 Configuring Databases with ImportMaster                | 2 | Private Education Event | 14 |
|              | Infor BI: Creating Reports and Analyzing Data with Office Plus (v11) | 2 | Private Education Event | 14 |
| Infor OS     | Infor OS: Understanding Infor OS Foundation                          | 5 | Private Education Event | 14 |

#### Private Training Workshops

| Module            | Course Name   | Course Days | Delivery Mode             | Maximum Attendees |
|-------------------|---|-------------|---------------------------|-------------------|
| Supply Management | Configuring and Administering Mobile Supply Chain Management: includes MPC and MRAD | 5           | Private Training Workshop | 14                |
|                   | Procurement Cards   | 1           | Private Training Workshop | 14                |
| HRSD              | Case Management   | 0.5         | Private Training Workshop | 14                |

|     |   |     |                           |    |
|-----|---|-----|---------------------------|----|
|     | Transition Management                                     | 0.5 | Private Training Workshop | 15 |
|     | Employee Relations  | 0.5 | Private Training Workshop | 16 |
|     | Employee Health   | 0.5 | Private Training Workshop | 17 |
|     | Safety Management   | 0.5 | Private Training Workshop | 18 |
| LMS | Learning Management: Using Administrator                  | 2   | Private Training Workshop | 14 |
|     | Learning Management: Administering Advanced Certification | 1   | Private Training Workshop | 14 |
|     | Learning Management: Using Social Learning                | 1   | Private Training Workshop | 14 |
|     | Learning Management: Using Content Creator                | 2   | Private Training Workshop | 14 |
|     | Learning Management: Creating Ad-Hoc Reports              | 1   | Private Training Workshop | 14 |

| Public Courses for 1 Attendee |  |             |                        |                   |
|-------------------------------|--|-------------|------------------------|-------------------|
| Module                        | Course Name  | Course Days | Delivery Mode          | Maximum Attendees |
| Technical Training            | Lawson: Administering Landmark Foundation                                | 5           | Public Education Event | 1                 |
|                               | Lawson: Configuring and Administering Process Automation                 | 5           | Public Education Event | 1                 |
|                               | Lawson Technology: v11 Designing and Administering Configuration Console | 5           | Public Education Event | 1                 |

|  |   |   |                        |   |
|--|---|---|------------------------|---|
|  | Lawson: v10 Administering System Foundation for Windows   | 5 | Public Education Event | 1 |
|  | Lawson: Administering Infor Security Services   | 3 | Public Education Event | 1 |
|  | Lawson: Administering Landmark Security   | 4 | Public Education Event | 1 |
|  | Lawson: Creating Advanced Security Rules<br>only required for S3<br>HR/PR/EMSS                                  | 3 | Public Education Event | 1 |
|  | Lawson: v10 Administering Security<br>only required for S3<br>HR/PR/EMSS  | 4 | Public Education Event | 1 |
|  | Lawson: Administering Users<br>only required for S3<br>HR/PR/EMSS   | 3 | Public Education Event | 1 |
|  | Lawson: Customizing Lawson Applications with Design Studio and JavaScript<br>only required for S3<br>HR/PR/EMSS | 3 | Public Education Event | 1 |
|  | Lawson: Administering Smart Office<br>only required for S3<br>HR/PR/EMSS  | 2 | Public Education Event | 1 |
|  | Lawson: Developing Mashups with Mashup Designer<br>only required for S3<br>HR/PR/EMSS                           | 3 | Public Education Event | 1 |

G. The service implementer must be able to provide key implementation services on-site at the City through use of an on-site implementation team. Proposers must provide experienced and qualified professionals with in-depth knowledge of ERP product(s) and service implementation. Include profiles of the proposed implementation team(s) in Tab 3, Company Introduction.

Infor Response: Due to contract fluctuations and personnel assignments, Infor does not provide names of personnel at the ITN/RFP response stage. We have provided a list of the project team roles for both Infor and the City based on our extensive experience with this type of project.

| Role                                  | Company     |
|---------------------------------------|-------------|
| Project Director                      | Infor       |
| Project Manager                       | Infor       |
| Functional Lead                       | Infor       |
| Technical Lead                        | Infor       |
| Organizational Change Management Lead | Infor       |
| Project Team Trainer                  | Infor       |
| End-User Training Support             | Infor       |
| Sponsors/ESC                          | Gainesville |
| Program Manager                       | Gainesville |
| Functional Leads                      | Gainesville |
| Subject Matter Experts                | Gainesville |
| Training Coordinator                  | Gainesville |
| Trainers/Content Developers           | Gainesville |
| Sys Admin, Security, DBA              | Gainesville |
| Tech Developers                       | Gainesville |

H. The service implementer must be a certified partner of the product manufacturer. Provide documentation in Tab 11, Certifications and Qualifications.

Infor Response: Yes. As the implementer as well as the manufacturer; we provide certified consultants. In addition, our consultants have access to our development team.

I. Must support all the source codes for customization and enhancements.

Infor Response: Yes. Infor provides tools and methodology to perform significant application enhancements or extensions that will have little to no effect on application upgrades. Infor delivers amplified configurability that provides customers the ability to meet unique customer needs without having to customize the application using delivered tools and technologies. This is different than most ERP vendors that will allow customers to make source code changes and breaking the ability to upgrade to future releases or making it cost prohibitive.

J. Must disclose any and all complaints or pending actions, legal or otherwise, against the Respondent within the last two (2) years

Infor Response: Infor is a multinational corporation with thousands (if not hundreds of thousands) of agreements in place, many of which are with public entities or agencies. As with any large commercial enterprise with Infor's lengthy history there may be contract disputes that have arisen on occasion. Where this occurs, Infor's standard procedure is to achieve an amicable resolution by directing its efforts to resolving disputes through communication and dialogue. The preparer is not aware of any currently pending or prior

dispute, claim or action that would be likely to materially and adversely impact the work proposed in this response or Infor's ability to provide the requested products and services.

Provide any additional information that should be considered in this evaluation. The Respondent may present creative approaches that would be pertinent to this ITN.

Infor Response: One of the items that concerned us in reviewing the City's ITN package is that there doesn't appear to be a stated requirement for organizational change management (OCM) as part of this solicitation. This gives us some pause for concern, because here at Infor, we view IT implementation projects, especially large, complex multi-year ERP implementation projects such as this one, as having three (3) core components that must all be thoroughly addressed to accomplish a successful deployment outcome:

1. People
2. Processes, and
3. Technology

The technology is our software of course, and for Infor it's the easiest one for us to address, manage and control, as our software is robust, proven, and highly-configurable to meet our clients' requirements.

One of the key components of our proposal that we believe sets us apart from other responses is our emphasis on the other two components—people and processes.

Implementing a new enterprise solution such as this one represents a significant change for the City. You need a partner who not only recognizes this fact, but also has a comprehensive approach to help you proactively address it. OCM is an important component of our solution and is embedded within our deployment methodology. A new mission-critical ERP solution represents a significant investment for the City — both in terms of time and money. To maximize the City's return on-value, we believe that simply installing and configuring a new software solution cannot be heralded as a success unless the organization fully embraces the change to realize all the benefits and efficiencies associated with it. The best way to bring this goal to fruition is to develop and implement a comprehensive change management plan that effectively communicates this change to the various stakeholders before, during, and after the project's implementation timeline while simultaneously conveying the system's benefits to the new application users that will motivate and incentivize them to want to become power users, to the benefit of the City's employees as well as its citizens. Let's not forget that the current ERP has been around for 20+ years now and there is very likely to be a large contingent of current employees who are reluctant to change to a new ERP.

We believe the way we've tightly integrated our approach to OCM within our implementation methodology will facilitate the City's ability to maximize the benefits associated with a new ERP solution, and our proposed approach emphasizes the critical organizational change management components required to facilitate end-user appreciation, adoption and embracement of this powerful new Finance, HR, and Payroll solution.

In summary, a key differentiator of Infor's proposed value proposition is the emphasis we place on organizational change management and helping our clients facilitate end-user adoption of transformational enterprise-wide solutions like the one we're proposing herein to help the City's employees work more efficient, predictable and enjoyable, while simultaneously providing better constituent service.

### **Infor Campus Plus Membership**

The Infor Campus Plus Membership includes eLearning content, both demonstrations and recorded presentations by our experts; Course Workbooks; Instructor office hours; and discounts on all public and private project team training and training environments, see graphic on the following page for more information.

The cost of the membership is included in your software subscription. Infor Education strongly suggests that your team takes advantage of these materials as preparation for knowledge transfer (both formal and informal), for review throughout the project, and training for post-implementation employee turnover. As new content becomes available, it is added to and available to you at no additional cost.

These courses supplement formal and informal knowledge transfer during implementation, and offer training anytime, anywhere allowing employees to participate whenever it fits into their personal and work schedules.

## Introducing Infor Campus Plus

Campus Plus membership is Infor Education's newest offering. With the Campus Plus membership, your company will have unlimited access to the entire suite of Infor Education offerings. The membership includes access to all course materials, workbooks, eLearning and recordings. The membership offers additional benefits such as discounts to TechEd conferences, discounts on classroom training and low cost access to training environments.

**With everything at your fingertips, your company can train whenever and wherever they need to.**



### Unlimited access

Unlimited access for the entire company to all Infor product training materials.



### Learn when you want to

Immediate access to everything from quick webinars to full length online courses.



### Reduce risk, Increase productivity

Train before you implement, certify and verify skills.



Campus Plus

#### Included:

- ✓ Course workbooks
- ✓ eLearning courses
- ✓ Product simulations
- ✓ Webinars/recordings
- ✓ 25% discount on:
  - Instructor-led public training
  - Infor TechEd events
  - Certification exams

#### Additional Plus benefits:

- ✓ Access to instructor monitored online communities
- ✓ Instructor office hours
- ✓ Discounted private delivery
- ✓ Low cost training environments for hands on exercises
- ✓ Company-level reporting

The Infor logo, consisting of the word "infor" in white lowercase letters on a red square background.

## Tab 7: Project Scope – Functional Requirements



## Exhibit 1

Please attach Exhibit 1. Please include this Excel document on your electronic format version (unlocked)

### Exhibit 1, Functional Requirements

Requirements have been gathered in the core areas and consolidated into a standard format delineating the needs for each functional area.

\*Note: the exhibit includes proposer response sheets (requirements proposer response sheet, third party information sheet). City desires to receive one package solution which may be best-of-breed with integration. If the best-of-breed solution(s) includes third party proposer, please describe that partnership, the partner organization, and how the solution(s) will be integrated in your proposal.

Infor Response: Infor has completed Exhibit 1 in its native format, and it is included with our submission in electronic format. Note, this section is considered Infor Proprietary and Confidential.



## Tab 8: Project Scope - Technical Requirements



## 4.2 Technical Requirements

Proposers are requested to provide a high-level overview in response to the information requested below. If the proposal is selected to go to the next phase, the opportunity will be given to elaborate on the answers provided in the initial proposal.

Limit the response overviews to a maximum of 5 bullet points per statement (each bullet point should be limited to a maximum of 25 words)

*Note, this section is considered Infor Proprietary and Confidential.*

### 4.2.1 Data & Security

1. Provide an overview of the data conversion/migration tools and methods.

Infor Response:

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

2. Provide an overview of the data encryption provided by your proposed solution.

Infor Response:

- [Redacted]
- [Redacted]
- [Redacted]

3. Provide an overview of the role-based security capabilities of the proposed solution.

Infor Response:

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

[Redacted]

4. Provide an overview of how the proposed solution avoids the duplication of data and maintains data quality.

Infor Response:

[Redacted]

5. Provide an overview of the Data Backup Strategy.

Infor Response:

[Redacted]

### 4.2.2 Compliance

1. Provide an overview of how the proposed solution complies with federal, state, and local laws and regulations.

Infor Response:

[Redacted]

█ [Redacted]

### 4.2.3 User-Friendly Interface

1. Provide an overview of the user-interface in the proposed solution.

Infor Response:

- █ [Redacted]
- █ [Redacted]
- █ [Redacted]

[Redacted]

[Redacted]

2. Provide an overview of the mobile platform in the proposed solution.

Infor Response:

- █ [Redacted]
- █ [Redacted]
- █ [Redacted]



3. Provide an overview of the online help and tool capabilities in the proposed solution.

Infor Response:

- █ [Redacted]

4. Provide an overview of how the solution’s user interface can be personalized, specifically by end- users with limited technical knowledge.

Infor Response:

- █ [Redacted]

4.2.4 Standardization

1. Provide an overview of managing forms and templates of the proposed solution.

Infor Response:

- █ [Redacted]
- █ [Redacted]
- █ [Redacted]

2. Provide an overview of the workflow capabilities of the proposed solution.

Infor Response:

- | [Redacted]

[Redacted]

3. Provide an overview of the reporting capabilities of the proposed solution.

Infor Response:

- | [Redacted]
- | [Redacted]
- | [Redacted]

4. Provide an overview of the time and attendance module of the proposed solution.

Infor Response:

- | [Redacted]





5. Provide an overview of the image capture and document management capabilities of the proposed solution.

Infor Response:



#### 4.2.5 Scalability & Performance

1. Provide an overview of any limitations meeting high availability (99.9%).

Infor Response:



- [Redacted]

2. Provide an overview of the Disaster Recovery Plan for the proposed solution.

Infor Response:

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

#### 4.2.6 Flexibility & Extensibility

1. Provide an overview of any third-party Commercial Off-The-Shelf (COTS) package integration supported by the proposed solution.

Infor Response:

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

2. Provide an overview of how the proposed solution integrates with the security of third-party applications (LDAP, Single Sign on Tools).

Infor Response:

- [Redacted]
- [Redacted]
- [Redacted]

- █ [Redacted]
- █ [Redacted]

3. Provide an overview of the minimum hardware and software requirements for the proposed solution.

Infor Response:

- █ [Redacted]

4. Provide an overview for the proposed solution roadmap for the next 5 years. Specifically addressing the following:

- Functionality
- Technology Platform
- Mobility
- Integration
- Hosting Options

Infor Response:

- █ [Redacted]
- █ [Redacted]
- █ [Redacted]
- █ [Redacted]



█ [Redacted]

#### 4.2.7 Solution Architecture

1. Provide an overview of the major function modules of the proposed solution and how they relate to each other.

Infor Response:

█ [Redacted]

█ [Redacted]

█ [Redacted]

█ [Redacted]

[Large Redacted Area]

2. Provide an overview on how internal and external integration are incorporated.

Infor Response:

- [Redacted]



- [Redacted]
- [Redacted]
- [Redacted]

3. Provide an overview on how the proposed solution enables the upgrade of the specific modules.

Infor Response:

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

4. Provide an overview of the proposed solution hosting methods.

Infor Response:

- [Redacted]
- [Redacted]
- [Redacted]

### 4.2.8 Implementation

1. Provide a detailed Service Level Agreement (SLA) matrix or a sample that is applicable for this solicitation.

Infor Response:

- [Redacted]
- [Redacted]
- [Redacted]



- [Redacted]
- [Redacted]

2. Provide an overview of the software components.

Infor Response:

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

3. Provide an overview of the software deployment model; including a complete detailed timeline.

Infor Response:

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

[Redacted]

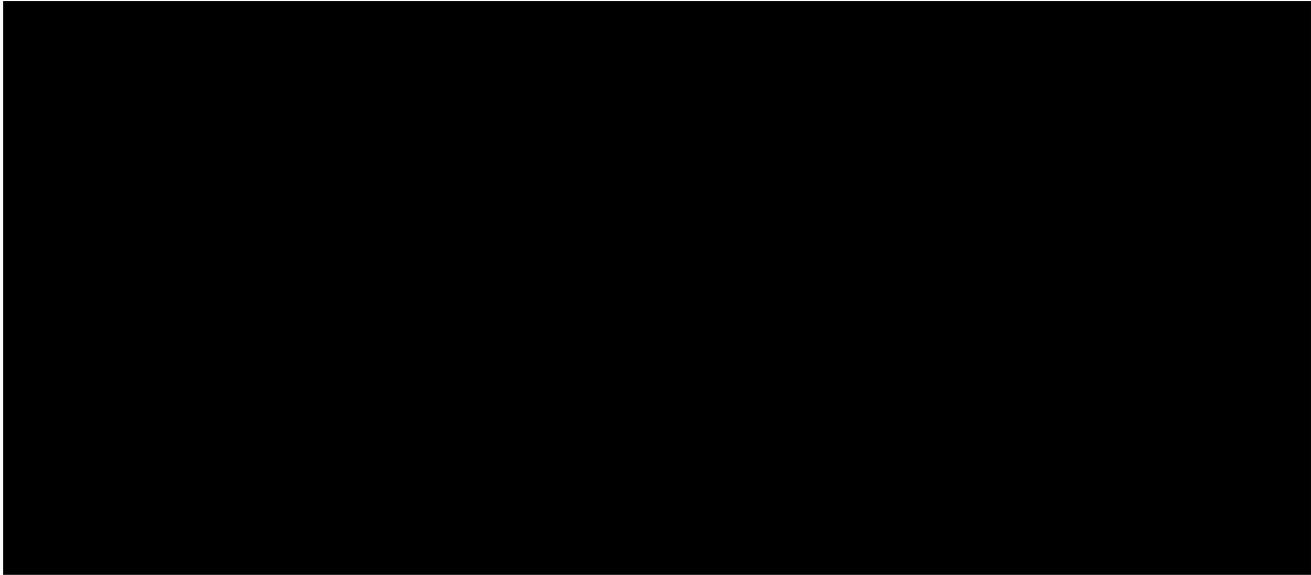
4. Provide an approach to data mapping and data conversion.

Infor Response:

- [Redacted]
- [Redacted]



- [Redacted]
- [Redacted]



5. Describe your methodology for documenting and developing integration between the solution and other systems (i.e., Application Program Interfaces, batch processes, etc.).

Infor Response:

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

6. Describe your recommended testing methodology, approach and tools.

Infor Response:

- [Redacted]
- [Redacted]

- █ [Redacted]
- █ [Redacted]
- █ [Redacted]

7. Describe your approach to training.

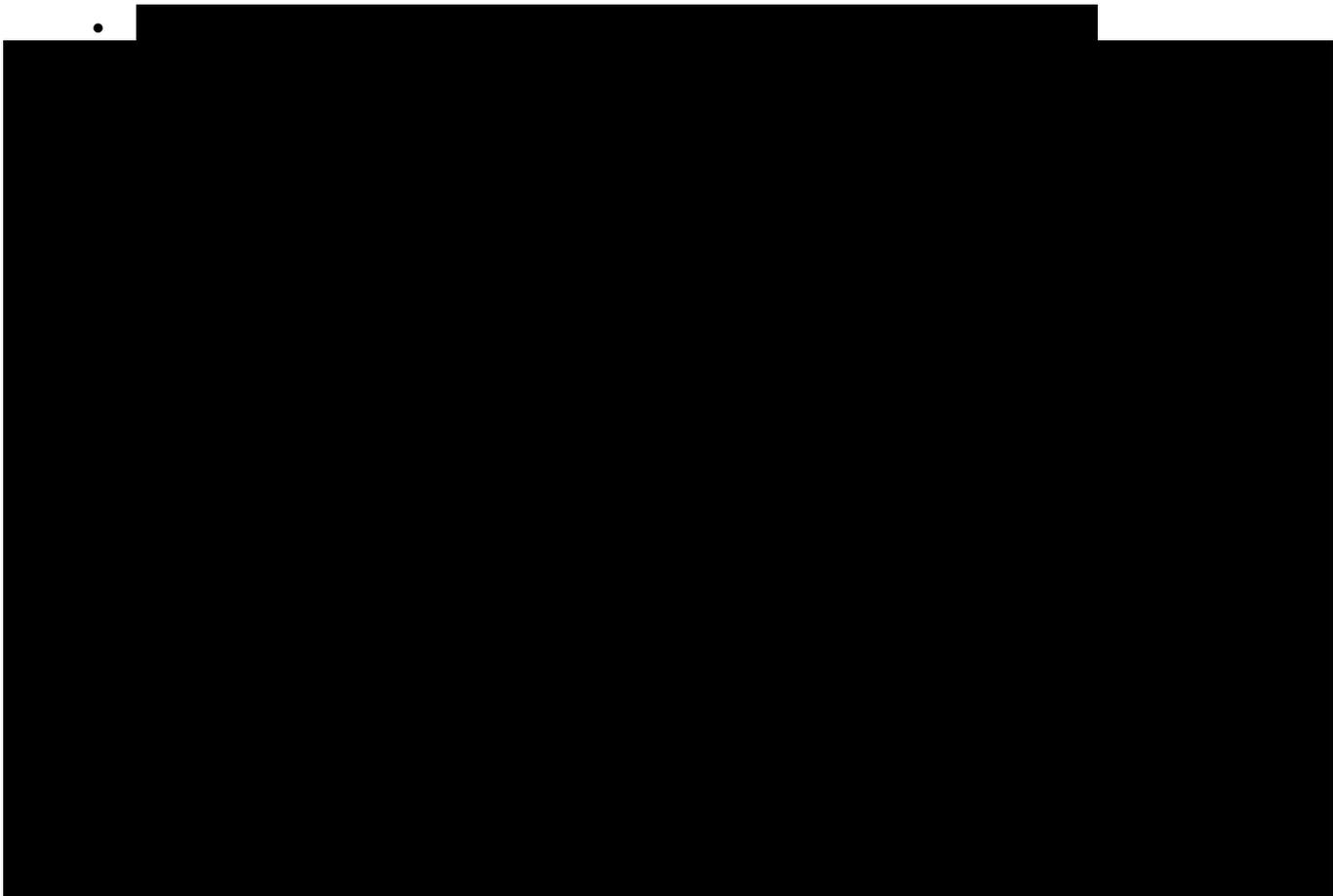
Infor Response:

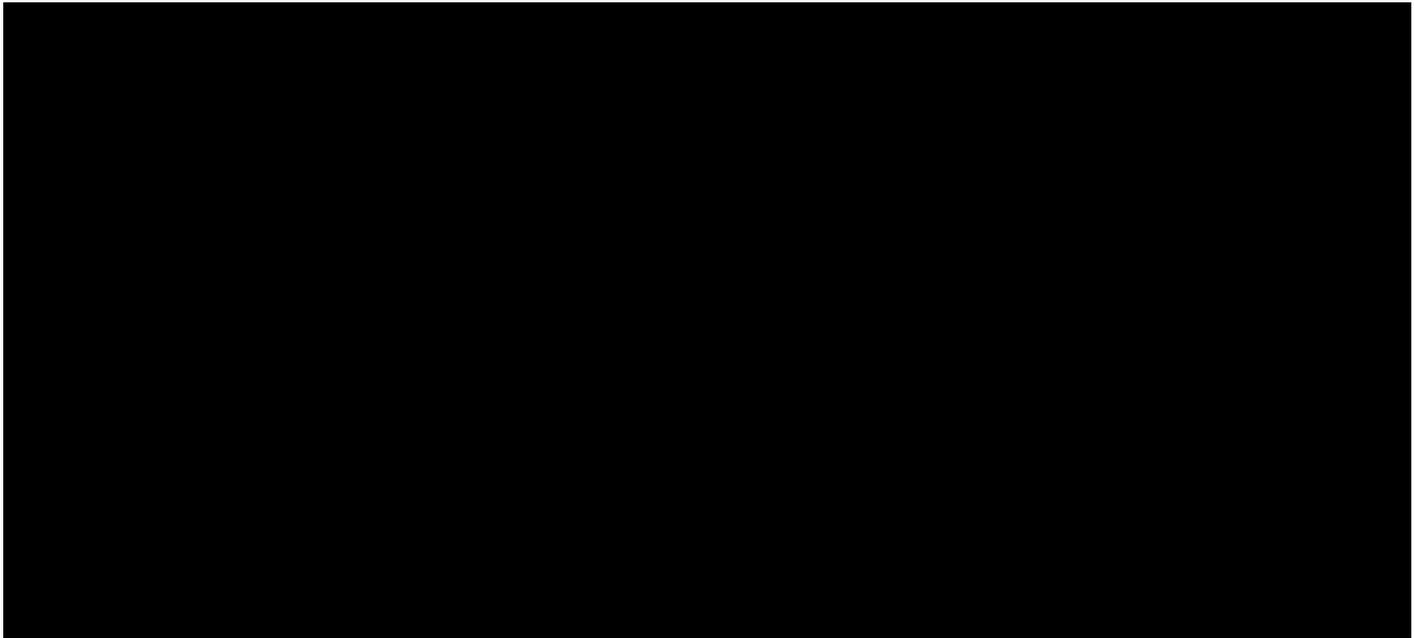
- █ [Redacted]
- █ [Redacted]
- █ [Redacted]
- █ [Redacted]

8. Provide an overview of resource hour estimate for both implementation team and City staff as well as estimated timeline for overall project.

Infor Response:

- [Redacted]





9. Provide the description of the system and application architect (List all hardware/operating system/database platforms upon which the product is supported. List which industry standard benchmarks or guidelines measures are used to establish this recommendation)

Infor Response:

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

10. Describe the ongoing maintenance and support level that is being proposed (refer to 3.2(C) Preferences).

Infor Response:

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]





**Legal Exceptions to the Submission of  
City of Gainesville’s Invitation to Negotiate Bid# CMGR-180083-MS  
For an Enterprise Resource Planning Product Solutions and Implementation Services (the “ITN”)**

Proposer is pleased to provide its response, but respectfully takes exception to the various contract terms and ITN requirements identified below and elsewhere in the ITN and reserves the right to negotiate all terms and conditions in the ITN, if City selects Proposer for procurement. Proposer suggests that any resulting engagement be governed by Proposer’s standard agreement(s) with such modifications as mutually agreed upon during contract negotiations. Copies of these standard agreements have been included with this submission. In the event that City requires the use of a City proposed contract form, mutually acceptable modifications to such City contract form must be negotiated, as required by Proposer. Should City determine that Proposer’s proposal is acceptable and/or wish to revisit certain points in Proposer’s ITN response, Proposer remains open to discussing each of these points in finer detail with the goal of seeking a mutually acceptable approach that will address each party’s concerns. Please note that Proposer’s response has not been drafted as a legal document and, as such, should not be construed as constituting a binding contractual or legal commitment. If chosen or shortlisted, then Proposer will work with City in good faith to reach an acceptable agreement.

Proposer views its response solely as a tool to aid your decisions during the selection process. Please recognize that the content set forth in this document is based upon our current understanding of your requirements. Proposer would be pleased to meet with knowledgeable representatives of City for purposes of further defining your requirements.

This response document and all information contained herein are the confidential and proprietary information of Proposer and/or its affiliates and must not be shared with any third party or reproduced in any form except in furtherance of a potential business transaction. If a disclosure is required by applicable law, then City must give Proposer prompt notice thereof and the opportunity to prevent disclosure as permitted by law.

**Exceptions: ITN**

| Pg.#  | SECTION   | Exception   |
|-------|---|---|
| 9     | 2.13 Selection, Negotiation, Additional Information | Proposer takes exception. Proposer will only be bound by a final agreement that has been negotiated and mutually accepted. Proposer suggests that any resulting engagement be governed by Proposer’s standard agreements with such modifications as mutually agreed upon during contract negotiations. Copies of these standard agreements have been included with this submission. Any alternative contract form must be negotiated as required by Proposer. |
| 9     | 2.16(a)   | Proposer takes exception.   |
| 10    | 2.18 Insurance                                      | While Proposer generally provides the requested coverage, Proposer reserves the right to negotiate the final language of all insurance provisions so that they align with Proposer’s then current policies at the time of the final agreement’s execution.  |
| 16-17 | 6.41 Florida Public Records Law                     | Proposer takes exception. This response document and all information contained herein may contain the confidential and/or proprietary information of Proposer   |

|       |   |  |
|-------|---|--|
|       | 6.43 How the City will Handle Material Identified as Confidential and/or Exempt                     | <p>and/or its affiliates and must not be shared with any third party or reproduced in any form except in furtherance of a potential business transaction between Proposer and City. In the event of a public records request pursuant to applicable open records law, then City must give Proposer prompt notice thereof and the opportunity to prevent disclosure to the full extent permitted by law.</p> <p>City may retain one copy of response material submitted by Proposer for evaluative and archival purposes necessitated by law only. Proposer will continue to own any underlying intellectual property contained therein, exclusively and in perpetuity.</p> |
| 17    | 6.45 Proposer to Defend, Indemnify, and Hold City Harmless in the Event of a Public Records Request | Proposer takes exception.  |
| 17    | 6.46 Waiver of Claim of Confidential and/or Exempt  | Proposer takes exception.  |
| 17-18 | 7.1 Certification of Proposal   | Proposer takes exception. Proposer will only be bound by a final agreement that has been negotiated and mutually accepted. Proposer suggests that any resulting engagement be governed by Proposer's standard agreements with such modifications as mutually agreed upon during contract negotiations. Copies of these standard agreements have been included with this submission. Any alternative contract form must be negotiated as required by Proposer.  |
| 19    | 7.3 Taxes   | Proposer reserves the right to negotiate the applicability of taxes to City. City will certify any tax exemption.  |
| 21-24 | Exhibit A: LOCAL SMALL AND SERVICE-DISABLED VETERAN BUSINESS PROGRAM                                | Proposer takes exception to the breach and termination language contained in this exhibit. In addition, Proposer takes exception to inclusion of this exhibit to the final agreement, if applicable.   |
|       | Exhibit 8: Draft Nondisclosure Agreement  | Proposer reserves the right to negotiate the terms of any required NDA.  |

|  |  |  |
|--|--|--|
|  | Exhibit 6: Draft Contract Terms and Conditions       | Proposer takes exception to the use of City contract form. Proposer suggests that any resulting engagement be governed by Proposer's standard agreements with such modifications as mutually agreed upon during contract negotiations. Copies of these standard agreements have been included with this submission. Any alternative contract form must be negotiated as required by Proposer. Proposer has provided exceptions to Exhibit 6 – Draft Contract Terms and Conditions for evaluative purposes. |
|  | Exhibit 7: Draft Assignment of Intellectual Property |  |

### **Exceptions: Sample Agreement**

Proposer takes exception to the use of City contract form. Proposer suggests that any resulting engagement be governed by Proposer's standard agreements with such modifications as mutually agreed upon during contract negotiations. Copies of these standard agreements have been included with this submission. Any alternative contract form must be negotiated as required by Proposer. Proposer has provided exceptions to Exhibit 6 – Draft Contract Terms and Conditions for evaluative purposes.

| <b>SECTION</b>  | <b>Exception</b>  |
|---|---|
| 1.1 Termination for Convenience<br>1.2 Termination<br>1.3 Termination for Default<br>1.4 Remedies Not Exclusive<br>1.5 Determination of Willful Conduct<br>1.6 Automatic Termination<br>1.7 Effect of Termination | Proposer takes exception to these provisions. The parties must negotiate acceptable default, termination, and remedy provisions. In events of default, Proposer requires a 30-day notice and cure period. Proposer would only entertain allowing City to terminate the final agreement for convenience with respect to professional services (and not maintenance and support, which are offered on a term basis).  |
| 1.8(a) Work for Hire<br>1.8(b) Consultant Pre-Existing Intellectual Property  | Proposer takes exception to these provisions. Proposer owns and will own all right, title, and interest to the its intellectual property in any form, including but limited to any work product generated from services. Please note, however, Proposer would agree to grant City a perpetual, non-exclusive, non-transferable license (without the right to sublease or sublicense) to use and copy for use the work product for City's own internal computing operations. |
| 1.8(c) Indemnification  | Proposer takes exception. Please note, if selected, Proposer would an applicable IP indemnification. Please see Proposer's standard agreement(s).   |

|  |  |
|--|--|
|  |  |
| 1.8(d)   | Proposer takes exception. If selected, Proposer would indemnify City against third-party claims of death, bodily injury, and damage to real or tangible property to extent caused by Proposer's gross negligence. However, Proposer reserves the right to negotiate any indemnification included in the final agreement. |
| 1.10 Payment   | Proposer takes exception. The parties must negotiate acceptable payment provisions. Proposer generally requires payment net-15 days from invoice.  |
| 1.11 Acceptance of Delivery                                      | Proposer takes exception and reserves the right to negotiate. If selected Proposer would agree to an acceptance system but reserves the right to negotiate the terms of any such acceptance system with City.  |
| 1.12 Prompt Payment Assurance...                                 | Proposer takes exception to the applicability of this provision.   |
| 1.13 Claims for Extra Payment or Change Order                    | Proposer reserves the right to discuss, clarify, and negotiate this language. Please note, no change to the final agreement shall be valid, unless contained in writing signed by both parties.  |
| 1.14 Records/Audit   | Proposer agrees in principle but takes exception. Proposer reserves the right to negotiate the terms of audits, including but not limited to retention policies, in accordance with applicable laws.   |
| 1.15 Public Records Law  | Proposer takes exception and reserves the right to negotiate this language, in accordance with applicable laws. If a public records request occurs, then City must give Proposer prompt notice thereof and the opportunity to oppose such disclosure to full extent permitted by law.                                    |
| 1.17 Data Security and Breach<br>1.18 Security Breach Procedures | Proposer takes exception and reserves the right to negotiate this language, if applicable.   |
| 1.19(a-c)  | Proposer reserves the right to negotiate any warranty included in the final agreement. If selected, Proposer would extend applicable warranties. Please see Proposer's standard agreement(s).  |
| 1.20 Disclaimer of Representations and Warranties of City        | Proposer takes exception.  |
| 1.21 Limitations of Liability                                    | Proposer takes exception.  |

|                                     |  |
|-------------------------------------|--|
| 1.22 Dispute Resolution             | Proposer takes exception. Please note, however, in events of dispute, Proposer's standard procedure is to achieve an amicable resolution by directing its efforts to resolving disputes through communication and dialogue.  |
| 1.24(b) Third-party Beneficiaries   | Proposer takes exception and reserves the right to negotiate this language. Should the City sublicense software owned by a third party under the agreement, that third party may be required to be a third-party beneficiary to the extent that it needs to enforce any of the City's obligations under the final agreement.   |
| 1.24(d) Governing Law; Jurisdiction | Proposer agrees in principle but reserves the right to negotiate this language.  |
| 1.24(f). Survival                   | Proposer takes exception and reserves the right to negotiate this language.  |
| 1.24(g). Assignment                 | Proposer takes exception and reserves the right to negotiate this language. Proposer would require the ability to assign the final agreement in the event of merger, acquisition, or change in corporate structure, without City approval.   |
| 1.28. Time is of the Essence        | Proposer takes exceptions. Proposer owns and will own all right, title, and interest to the its intellectual property in any form, including but limited to any work product generated from services. Please note, however, Proposer would agree to grant City a perpetual, non-exclusive, non-transferable license (without the right to sublease or sublicense) to use and copy for use the work product for City's own internal computing operations. |



## SUBSCRIPTION LICENSE AND SERVICES AGREEMENT

AGREEMENT NUMBER: \_\_\_\_\_

THIS SUBSCRIPTION LICENSE AND SERVICES AGREEMENT (the "Agreement") is between **Infor (US), Inc.** ("Infor") and \_\_\_\_\_ ("Licensee") as of the Effective Date. The parties agree as follows:

### 1. Definitions.

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

(b) "**Authorized Users**" means: (i) Licensee's employees; and (ii) contractors authorized by Licensee to access the Subscription Software who, prior to obtaining access to the Subscription Software, have executed a non-disclosure agreement that protects Infor's Confidential Information to the same extent as this Agreement, in each case registered in the database with a unique UserID and a unique password.

(c) "**Confidential Information**" means non-public information that is identified as or would be reasonably understood to be confidential and/or proprietary. Confidential Information of Infor includes, without limitation, the Documentation and the Subscription Software, including any software code and all algorithms, methods, techniques, and processes revealed or utilized therein. Confidential Information of Licensee includes Licensee Data. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation known to Recipient; or (iv) is independently developed by the Recipient without use of Confidential Information.

(d) "**Customizations**" means any components deployed in the hosted environment for the Subscription Software other than the generally available Subscription Software or components that Licensee may deploy via the standard user interface or tools included in the generally available Subscription Software. Customizations may include, without limitation, code, databases or third party extensions that are not included in the generally available Subscription Software.

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

(f) "**Documentation**" means the then-current Infor-provided documentation relating to the features, functions, and use of the Subscription Software.

(g) "**Documented Defect**" means a material deviation between the then-current, general release version of the Subscription Software and its Documentation.

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

(i) "**Initial Subscription Term**" means the initial subscription period set forth on the applicable Order Form.

(j) "**Intellectual Property Rights**" means any and all rights in patents, copyrights, trademarks and service marks.

(k) "**Licensee Data**" means information provided, entered or uploaded for use by or with the Subscription Software by the Licensee or its Authorized Users.

(l) "**License Restriction**" means any limitation on the use of the Subscription Software identified in an Order Form (e.g., number of Authorized Users, locations, connections).

(m) "**Order Form**" means each order form between the parties incorporating the terms of this Agreement which shall contain, without limitation, a list of the Subscription Software and associated quantity and License Restriction, a description of the Subscription Services, Subscription Fees, and payment terms.

(n) "**Personal Information**" means information provided to Infor by or at the direction of Licensee, or to which access was provided to Infor in the course of Infor's performance under this Agreement that: (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers). Personal Information shall include any non-public personal information regarding any individual that is subject to applicable national, state, regional, and/or local laws and regulations governing the privacy, security, confidentiality and protection of non-public personal information.

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

(p) "**Renewal Term**" means any renewal or extension of Licensee's license to use the Subscription Software following the expiration of the Initial Subscription Term.

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

(r) "**Service Level Description**" means the Service Level Description document applicable to the Subscription Services and attached as an exhibit to an Order Form.

(s) "**Subscription Fees**" means the fees for the Subscription Services set forth on the applicable Order Form.

(t) "**Subscription Services**" means the Subscription Software-related application hosting services and Support (as defined in Section 3(b)) that Infor provides Licensee under this Agreement.

(u) "**Subscription Software**" means collectively or individually the computer software programs identified in the applicable Order Form for which Infor is providing the Subscription Services.

(v) “**Subscription Term**” means the Initial Subscription Term or any Renewal Term, as applicable.

(w) “**Third Party Licensor**” means a third party whose software products (“**Third Party Products**”) have been made available to Infor for distribution and licensing under the terms of its agreement with Infor (a “**Third Party Agreement**”).

(x) “**Updates**” means generally available updates, enhancements or modifications to the then-current, general release version of the Subscription Software that are not separately priced or licensed as new products.

(y) “**UserID**” means a unique user identification credential used in combination with a unique password to access the Subscription Services.

**2. License.** Subject to the terms and conditions of this Agreement and the applicable Order Form, Infor hereby grants to Licensee a non-exclusive, non-transferable, limited license (without the right to sublease or sublicense) to access and use the Subscription Software and the Subscription Services, during the Subscription Term, in an operating environment hosted by Infor, for Licensee’s own internal use. Any rights not expressly granted in this Agreement are expressly reserved.

(a) **Documentation.** Licensee may make a reasonable number of copies of the Documentation for the Subscription Software for its internal use in accordance with the terms of this Agreement.

(b) **License Restriction.** Licensee’s use of the Subscription Software and Subscription Services is subject to any License Restriction specified in the applicable Order Form.

(c) **Additional Restrictions on Use of the Subscription Software and Subscription Services.** In no event shall Licensee access the Subscription Software on any environment outside the hosted environment selected by Infor as part of the Subscription Services. In no event shall Licensee or its Authorized Users possess or control the Subscription Software or any related software code. Licensee is prohibited from causing or permitting the reverse engineering, disassembly or de-compilation of the Subscription Software. Except as expressly provided by this Agreement, Licensee is prohibited from using the Subscription Software to provide service bureau services to third parties. Licensee will not allow the Subscription Software to be used by, or disclose all or any part of the Subscription Software to, any person except Authorized Users. Licensee acknowledges and agrees that U.S. export control laws and other applicable export and import laws govern its use of the Subscription Software and Licensee will neither export or re-export, directly or indirectly, the Subscription Software, nor any direct product thereof in violation of such laws, or use the Subscription Software for any purpose prohibited by such laws.

(d) **Intellectual Property Rights Notices.** Licensee is prohibited from removing or altering any of the Intellectual Property Rights notice(s) embedded in the Subscription Software or that Infor otherwise provides with the Subscription Services. Licensee must reproduce the unaltered Intellectual Property Rights notice(s) in any full or partial copies that Licensee makes of the Documentation.

(e) **Ownership.** Use of the Subscription Software and Subscription Services does not grant any ownership rights in or to the Subscription Software, the Subscription Services, or the Documentation. Licensee Data shall be the sole property of Licensee. Infor may collect anonymous data related to Licensee Data or use of the Subscription Software and Subscription Services (collectively

“Anonymous Data”), and such Anonymous Data (which in no event will include Personal Information) shall be the sole property of Infor and not considered Licensee Data.

### **3. Subscription Services.**

(a) **Hosted Environment.** Infor will provide the application hosting environment, including the hardware, equipment, and systems software configuration on which Infor supports use of the Subscription Software and Subscription Services, on servers located at a facility selected by Infor.

(b) **Support.** Infor shall (a) provide Licensee with access (via the internet, telephone or other means established by Infor) to Infor’s support helpline, (b) install, when and if generally available, Updates; and (c) use reasonable efforts to correct or circumvent any material deviation between the then-current, general release version of the Subscription Software and its Documentation (the foregoing referred to collectively as “Support”). Support is included in the Subscription Fee.

(c) **User Accounts.** Licensee is responsible for maintaining its own Authorized User UserIDs and passwords which can be managed through the Subscription Software interface. Licensee is responsible for maintaining the confidentiality of Licensee’s UserIDs and passwords and shall cause its Authorized Users to maintain the confidentiality of their UserIDs and Passwords. Licensee is responsible for all uses of and activities undertaken with UserIDs registered on Licensee’s account. Licensee agrees to immediately notify Infor of any unauthorized use of Licensee’s UserIDs of which Licensee becomes aware.

(d) **Connectivity.** Infor will be responsible for maintaining connectivity from its network to the Internet which is capable of servicing the relevant Internet traffic to and from the hosted environment. Licensee is responsible for providing connectivity to the Internet for itself and its Authorized Users. Licensee shall also be responsible for ensuring that latency and available bandwidth from the user’s desktop to Infor’s hosted routers is adequate to meet Licensee’s desired level of performance. If Licensee requires a VPN or private network connection to the Subscription Services, Licensee is responsible for all costs associated with any specialized network connectivity required by Licensee. If Infor offers the Subscription Software in a single tenant environment, Licensee will require a VPN to access such environment.

(e) **Restrictions.** Infor shall have no obligation to correct a problem caused by Licensee’s negligence, Licensee’s equipment malfunction or other causes beyond the control of Infor.

(f) **Customizations.** Customizations are not permitted absent Infor’s prior written consent. If permitted, Customizations may only be created and deployed by Infor, and shall be documented in a separate agreement between Infor and Licensee. Support or other services for Customizations are not available under this Agreement or included as part of the Subscription Fees and may only be purchased pursuant to a separate agreement between Infor and Licensee.

### **4. Payment and Taxes.**

(a) **Payment.** Licensee shall pay Infor the Subscription Fees set forth on the Order Form. Subscription Fees are payable in advance and Infor will invoice Licensee for Subscription Fees prior to the commencement of the portion of the Subscription Term to which such fees apply. After the Initial Subscription Term, the Subscription Fees shall be subject to annual adjustment. Except as otherwise set

forth in this Agreement, Subscription Fees are non-refundable. Licensee will pay each Infor invoice in accordance with the payment terms set forth on the Order Form. Late payments are subject to a late charge equal to the lesser of: (i) one and one-half percent (1½%) per month; and (ii) the highest rate permitted by applicable law. Notwithstanding anything to the contrary in this Agreement, Infor reserves the right to suspend access to the Subscription Services in the event of any past due Subscription Fees.

(b) Taxes. Licensee is responsible for paying all taxes relating to this Agreement (except for taxes based on Infor's net income or capital stock). Applicable tax amounts (if any) are not included in the Subscription Fees set forth on any Order Form. Infor will invoice Licensee for applicable tax amounts and such invoices are payable in accordance with Section 4(a) and the Order Form.

##### **5. Limited Warranties, Disclaimer of Warranties, and Remedies.**

(a) Right to Grant License. Infor warrants that that it owns all right, title and interest in and to the Subscription Software or has obtained rights in such Subscription Software sufficient to grant the licenses granted to Licensee under this Agreement. Licensee's exclusive remedy, and Infor's exclusive obligation, for a breach of this warranty is set forth in Section 7 (Indemnity).

(b) Limited Subscription Software Warranty by Infor and Remedy For Breach. Infor warrants that the Subscription Software will operate without a Documented Defect for a period of twelve (12) months from the Order Form Date defined in the applicable Order Form. Infor's sole obligation with respect to a breach of the foregoing warranty shall be to repair or replace the Subscription Software giving rise to the breach of warranty. If Infor is unable to repair or replace such Subscription Software within a reasonable period of time, then, subject to the limitations set forth in Section 14 of this Agreement, Licensee may pursue its remedies at law to recover direct damages resulting from the breach of this warranty. The remedies in this Section 5(b) are exclusive and in lieu of all other remedies, and represent Infor's sole obligations, for a breach of the foregoing warranty. Licensee must provide notice to Infor of any warranty claim within the warranty period. For clarity, Licensee's entitlement to Support (as defined in Section 3(b)) in connection with any Documented Defect shall continue throughout the Subscription Term.

(c) Malicious Code. Infor represents that it has used commercially reasonable best efforts utilizing generally accepted industry tools and practices to provide Subscription Software that does not contain any "time bombs," "worms," "viruses," "Trojan horses," "protect codes," "data destruct keys," or other programming devices that are intended to access, modify, delete, damage, deactivate or disable the Subscription Services ("Malicious Code"). As Licensee's sole remedy for breach of this representation, Infor shall take action immediately to investigate, identify and remove such Malicious Code from the Subscription Software.

(d) Limited Services Warranty and Remedy For Breach. Infor warrants to Licensee that, Infor will render the Subscription Services with commercially reasonable care and skill. Infor further warrants that the hosted environment will be available at all times throughout the Subscription Term, subject to the exceptions and allowances described in the Availability section of the applicable Service Level Description. The level of unavailability shall not exceed one half of one percent (0.5%) per month, excluding Scheduled Maintenance as described in the applicable Service Level Description (the "Down Time Warranty"). In the event of a breach of the foregoing warranty Infor shall apply service level credits based on the actual availability measure for the applicable period as follows:

| <u>Availability</u> | <u>Service Level Credit</u>                  |
|---------------------|--|
| 99.500% or greater  | No Service Level Credit                      |
| 99.499% - 99.000%   | 5% of the monthly prorated subscription fee  |
| 98.999% - 98.500%   | 15% of the monthly prorated subscription fee |
| 98.499% - 95.000%   | 25% of the monthly prorated subscription fee |
| Below 95.000%       | 35% of the monthly prorated subscription fee |

Service level credits for Subscription Fees paid on an annual basis shall be based on a monthly equivalent fee. For example, a 5% service level credit on an annual subscription fee shall be 5% of 1/12 of the annual fee. Service level credits shall be applied to Licensee's next invoice or, if Licensee has paid the final invoice under this Agreement, service level credits shall be paid to Licensee within thirty (30) calendar days following the determination that the credit is due. The service level credit is the exclusive remedy and is in lieu of all other remedies for breach of the Down Time Warranty.

(e) Disclaimer of Warranties. The limited warranties in this Section 5 are made to Licensee exclusively and are in lieu of all other warranties. **INFOR MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE SUBSCRIPTION SOFTWARE AND SUBSCRIPTION SERVICES PROVIDED UNDER THIS AGREEMENT AND/OR ANY ORDER FORM, IN WHOLE OR IN PART. INFOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. INFOR EXPRESSLY DOES NOT WARRANT THAT THE SUBSCRIPTION SOFTWARE OR SUBSCRIPTION SERVICES, IN WHOLE OR IN PART, WILL BE ERROR FREE, OPERATE WITHOUT INTERRUPTION OR MEET LICENSEE'S REQUIREMENTS.**

(f) Abrogation of Limited Warranty. Infor will have no obligation under this Section 5 to the extent that any alleged breach of warranty is caused by any modification of the Subscription Software not performed by or on behalf of Infor. To the extent that an alleged breach of warranty concerns a Third Party Product that is subject to a more limited warranty under a Third Party Agreement than specified in Section 5 above, Infor's obligations hereunder will be further limited accordingly.

(g) **FAILURE OF ESSENTIAL PURPOSE. THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN SECTIONS 5 AND 14 WILL SURVIVE AND APPLY EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF WHETHER LICENSEE HAS ACCEPTED ANY SUBSCRIPTION SOFTWARE OR SUBSCRIPTION SERVICE UNDER THIS AGREEMENT.**

(h) **HIGH RISK ACTIVITIES. THE SUBSCRIPTION SOFTWARE IS NOT FAULT-TOLERANT AND IS NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE AS ON-LINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF**

**NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR AIRCRAFT COMMUNICATION SYSTEMS, MASS TRANSIT, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, IN WHICH THE FAILURE OF THE SUBSCRIPTION SOFTWARE COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE ("HIGH RISK ACTIVITIES"). ACCORDINGLY, INFOR DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES. LICENSEE AGREES THAT INFOR SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING FROM OR RELATED TO THE USE OF THE SUBSCRIPTION SOFTWARE IN SUCH APPLICATIONS.**

#### **6. Confidential Information.**

(a) Confidentiality. The Confidential Information disclosed under this Agreement may be used, disclosed or reproduced only to the extent necessary to further and fulfill the purposes of this Agreement. Except as otherwise permitted under this Agreement, the Recipient will not knowingly disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information, but in no event less than reasonable care. The non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item; provided, however, that Licensee's obligations to maintain the Subscription Software and Documentation as confidential will survive in perpetuity. Each of Licensee and Infor shall be responsible for the breach of the confidentiality terms contained in this Section 6 by any of its directors, officers, employees, Authorized Users, agents, accountants and advisors. Notwithstanding the foregoing, this Section is not intended to prevent (a) a Recipient from using Residual Knowledge, subject to any Intellectual Property Rights of the Discloser, or (b) Infor from using Anonymous Data. If the Recipient should receive any legal request or process in any form seeking disclosure of Discloser's Confidential Information, or if the Recipient should be advised by counsel of any obligation to disclose such Confidential Information, the Recipient shall (if allowed by law) provide the Discloser with prompt notice of such request or advice so that the Discloser may seek a protective order or pursue other appropriate assurance of the confidential treatment of the Confidential Information. Regardless of whether or not a protective order or other assurance is obtained, the Recipient shall furnish only that portion of the Discloser's Confidential Information which is legally required to be furnished and to use reasonable efforts to assure that the information is maintained in confidence by the party to whom it is furnished.

(b) Security Policies and Safeguards. Infor shall establish and maintain administrative, technical, and physical safeguards designed to protect against the destruction, loss, unauthorized access or alteration of Licensee Data and Personal Information in the possession or under the control of Infor or to which Infor has access, which are: (i) no less rigorous than those maintained by Infor for its own information of a similar nature; (ii) no less rigorous than generally accepted industry standards; and (iii) required by applicable laws. The security procedures and safeguards implemented and maintained by Infor pursuant to this Section 6(b) shall include, without limitation:

- (i) User identification and access controls designed to limit access to Licensee's Data to authorized users;

- (ii) the use of appropriate procedures and technical controls regulating data entering Infor's network from any external source;
- (iii) the use of encryption techniques when Licensee's Data is transmitted or transferred into or out of the hosted environment;
- (iv) physical security measures, including without limitation securing Licensee's Data within a secure facility where only authorized personnel and agents will have physical access to Licensee Data;
- (v) operational measures, including without limitation IT Service Management (ITSM) processes designed to ensure the correct and secure operations of information processing activities;
- (v) periodic employee training regarding the security programs referenced in this Section; and
- (vi) periodic testing of the systems and procedures outlined in this Section.

(c) Review of Controls. Once in each 12 month period during the Subscription Term, Infor shall, at its cost and expense, engage a duly qualified independent auditor to conduct a review of the design and operating effectiveness of Infor's defined control objectives and control activities in connection with the Subscription Services. Infor shall cause such auditor to prepare a report in accordance with the American Institute of Certified Public Accountants Statement on Standards for Attestation Engagements No. 16 (SSAE 16) or an equivalent standard, which may include ISAE 3402 (the "Audit Report"). Licensee shall have the right to request and receive a copy of the Audit Report and Licensee may share a copy of such Audit Report with its auditors and regulators, provided that, such Audit Report shall be Infor's Confidential Information (as defined in this Agreement).

(d) Security Incident Response. In the event that Infor becomes aware that the security of any Licensee Data or Personal Information has been compromised, or that such Licensee Data or Personal Information has been or is reasonably expected to be subject to a use or disclosure not authorized by this Agreement (an "Information Security Incident"), Infor shall: (i) promptly (and in any event within 24 hours of becoming aware of such Information Security Incident), notify Licensee, in writing, of the occurrence of such Information Security Incident; (ii) investigate such Information Security Incident and conduct a reasonable analysis of the cause(s) of such Information Security Incident; (iii) provide periodic updates of any ongoing investigation to Licensee; (iv) develop and implement an appropriate plan to remediate the cause of such Information Security Incident to the extent such cause is within Infor's control; and (v) cooperate with Licensee's reasonable investigation or Licensee's efforts to comply with any notification or other regulatory requirements applicable to such Information Security Incident.

7. Indemnity by Infor. Infor will defend, indemnify and hold Licensee harmless from and against any loss, cost and expense to the extent arising from a third party claim against Licensee that the Subscription Software infringes any Intellectual Property Rights of others. Infor's obligations under this indemnification are expressly conditioned on the following: (i) Licensee must promptly notify Infor of any such claim; (ii) Licensee must, in writing, grant Infor sole control of the defense of any such claim and of all negotiations for its settlement or compromise so long as such settlement or compromise does not result in payment of money by Licensee or an admission of guilt by Licensee (if Licensee chooses to represent its own interests in any such action, Licensee may do so at its own expense, but such representation must not prejudice Infor's right to

control the defense of the claim and negotiate its settlement or compromise); (iii) Licensee must reasonably cooperate with Infor to facilitate the settlement or defense of the claim. Infor will not have any liability hereunder to the extent the claim arises from (a) any modification of the Subscription Software by, on behalf of, or at the request of Licensee; or (b) the use or combination of the Subscription Software with any computer, computer platform, operating system and/or data base management system other than provided by Infor. If any Subscription Software is, or in Infor's opinion is likely to become, the subject of an Intellectual Property Rights infringement claim, then Infor, at its sole option and expense, will either: (A) obtain for Licensee the right to continue using the Subscription Software under the terms of this Agreement; (B) replace the Subscription Software with products that are substantially equivalent in function, or modify the Subscription Software so that it becomes non-infringing and substantially equivalent in function; or (C) refund to Licensee the un-used portion of the Subscription Services fee, if any, paid to Infor for the Subscription Software giving rise to the infringement claim, and discontinue Licensee's use of such Subscription Software. **THE FOREGOING SETS FORTH INFOR'S EXCLUSIVE OBLIGATION AND LIABILITY WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.**

#### **8. Term and Termination.**

(a) Term. With respect to the Subscription Software, the Initial Subscription Term shall be as set forth on the applicable Order Form. After the Initial Subscription Term, the Subscription Term shall renew for successive one-year Renewal Terms, unless either party provides written notice of non-renewal to the other party at least ninety (90) days prior to expiration of the Initial Subscription Term or then current Renewal Term, as the case may be. Except as set forth in Section 8(b), the Subscription Term cannot be terminated prior to its expiration date.

(b) Right of Termination. If either party breaches any material obligation in this Agreement or an Order Form (including, without limitation, any obligation to pay Subscription Fees), and fails to remedy such breach (if such breach can be remedied) within thirty (30) days of receipt of written notice of such breach, the other party may terminate this Agreement (including all Order Forms hereunder). Notwithstanding the foregoing, to the extent such material breach cannot be remedied through efforts of the breaching party, the other party has the right to terminate this Agreement (including all Order Forms hereunder) on less than thirty days' written notice.

(c) Effect of Termination. Upon termination of this Agreement by either party, Licensee's license to access and use the Subscription Software and Subscription Services shall immediately terminate as of the effective date of such termination. Termination of this Agreement will not release either party from making payments which may be owing to the other party under the terms of this Agreement through the effective date of such termination. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement, unless otherwise expressly stated herein.

(d) Return of Licensee Data. Upon termination or expiration of this Agreement, Infor shall promptly make all Licensee Data available to Licensee as a native database export provided through Infor's FTP server. In the event that Licensee requires the return of Licensee Data in an alternate format or requires any other termination assistance services, Infor and Licensee shall mutually agree upon the scope of such termination assistance services and the fees and expenses payable for such termination assistance services.

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

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

**10. Force Majeure.** Except with respect to the payment of fees hereunder, neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including, without limitation, Acts of God, war, terrorist acts, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance, or the threat of any of the foregoing.

**11. Assignment.** Licensee may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Infor, whether by operation of law or otherwise, including in connection with a change in control, merger, acquisition, consolidation, asset sale or other reorganization, and any attempt at such assignment or transfer will be void.

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

**13. Choice of Law; Severability.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, without application of any conflict of laws provisions thereof, and all claims relating to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of the State of New York, without application of any conflict of laws provisions thereof. This Agreement is originally written in the English language and the English language version shall control over any translations. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect. The United Nations Convention on the International Sale of Goods (CISG) shall not apply to the interpretation or enforcement of this Agreement.

#### **14. LIMITATIONS OF LIABILITY.**

**(a) LIMITED LIABILITY OF INFOR. EXCEPT WITH RESPECT TO INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS UNDER SECTION 7, THE TOTAL LIABILITY OF INFOR, ITS AFFILIATES AND THIRD PARTY LICENSORS IN CONNECTION WITH OR RELATED TO THE SUBSCRIPTION SOFTWARE, THE SUBSCRIPTION SERVICES, OR ANY OTHER MATTER RELATING TO THIS AGREEMENT (WHATEVER THE BASIS FOR THE CAUSE OF ACTION) WILL NOT EXCEED THE SUBSCRIPTION FEES PAID OR PAYABLE TO INFOR**

HEREUNDER FOR THE TWELVE-MONTH PERIOD IN WHICH SUCH LIABILITY FIRST AROSE.

(b) **EXCLUSION OF DAMAGES.** IN NO EVENT WILL INFOR, ITS AFFILIATES OR THIRD PARTY LICENSORS BE LIABLE FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND REGARDLESS OF WHETHER INFOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

15. **Audit Rights.** Infor (including any third party auditor retained by Infor) may audit the records and systems of Licensee to ensure compliance with the terms of this Agreement and each applicable Order Form. Infor will notify Licensee in writing at least ten (10) business days prior to any such audit. Any such audit will be conducted during regular business hours and will not interfere unreasonably with Licensee's business activities. Infor may audit Licensee no more than once in any twelve (12) month period. If an audit reveals that Licensee is using the Subscription Software or Subscription Services beyond the scope of the license granted herein (for example, in excess of the License Restriction), then, in addition to any other remedies available to Infor, Licensee will promptly pay Infor the underpaid Subscription Fees associated therewith based on Infor's then-current list rates, as well as any applicable late charges.

16. **Compliance with Laws.** Licensee will comply with all laws, rules and regulations applicable to the use of the Subscription Software and the Subscription Services including, without limitation, by not submitting any Licensee Data that is illegal, defamatory, or that infringes any third party proprietary rights.

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

[Signature Page Follows]

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

Effective Date: \_\_\_\_\_

**Infor (US), Inc.**

**Licensee:** \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Signature Date: \_\_\_\_\_

Signature Date: \_\_\_\_\_

## Exhibit 1 to Order Form Service Level Description

**Infrastructure** - The services are supported by commercially reasonable redundant infrastructure including

- Power infrastructure that includes redundant sources (multiple power feeds, generators, battery backups), multiple power distribution systems, and redundant power supplies;
- Environmental controls that include highly available precision HVAC systems, humidity controls, and water detection systems;
- Network infrastructure that includes multiple Internet Service Providers, redundant edge routers, firewalls, and switches;
- Hardware and software redundancy in support of virtualized and physical servers; and
- Storage solutions that provide redundant back end data storage.

Infor maintains a disaster recovery site where Licensee's data is replicated on a regular basis.

**Technical Change Management** – Infor maintains change management system to ensure review and controlled implementation of changes that Infor may make from time to time in the support of the services. Changes require both a risk analysis and a peer review before being implemented in Infor's infrastructure.

**Security & Privacy** – Infor takes great care to protect non-public information provided to us by our customers. Infor may have access to non-public information from multiple sources that include:

- Directly from use of one of Infor's hosted applications.
- Directly from a customer's designated service representative or indirectly via batch data transfers.
- In the course of transactional activities as information is updated or processed by an Infor hosted application, or through data maintenance activities.
- Other sources as defined by one of our solutions.

Infor has implemented a defense-in-depth strategy to protect non-public information. This strategy is based upon best-practices designed to comply with applicable laws and regulations and is based upon widely accepted industry standards. Our security management system is based on the following:

- **Security Policies:** We require that all employees be responsible for the security of non-public information and follow the practices defined within the Information Security Management System.
- **Information Security Organization:** Infor's management is committed to security and has established an organization responsible for the security of non-public information.

- **Asset Management:** All assets are strictly controlled and all information is classified in order to determine the appropriate controls required for access and handling.
- **Human Resources Security Practices:** In the US, Infor conducts a comprehensive background check and screening at the time each employee is hired and requires that employees maintain familiarity and compliance with security responsibilities. When employees leave Infor, a formal process is established to remove their physical and virtual access to the Infor infrastructure.
- **Physical and Environmental Security:** Infor places critical components in physically controlled spaces with best-practices in place to secure infrastructure. Physical and environmental security measures include card and/or biometric access controls, and limited access to secure locations based on job function.
- **Communication and Operations Management:** Infor has implemented strong operational procedures to protect information. Our controls surrounding system planning, protection from malicious code, backup processes, network security, media handling and exchange of information are constantly being analyzed and monitored to insure they provide reasonable protection for your data. Third party service providers with access to confidential information are required to adhere to security and privacy requirements that are consistent with and at least as restrictive as Infor's own policies and procedures regarding the protection of confidential information.
- **Access Control:** All access to systems, networks, and applications is controlled down to the user and resource level with role-based privilege techniques. This access is reviewed on a periodic basis to ensure that a change of personnel or a change of role has not modified the access needs of the individual.
- **System Development:** Security requirements of all applications that handle confidential information are defined early in the development stage. Appropriate data protection techniques are designed into the application while changes to developed software must go through a mature change management process.
- **Incident Management:** In the unlikely event of an actual or reasonably suspected security incident, our teams immediately begin work to identify the scope of impact, mitigate any exposure, determine the root cause of the incident and take appropriate corrective action.
- **Compliance:** We are constantly analyzing the requirements of legal, regulatory, and contractual obligations to ensure we are abiding by the requirements that apply to the handling of your data.

**Scheduled Maintenance** – The services shall be subject to a regularly scheduled weekly maintenance window. Infor makes commercially reasonable efforts to establish maintenance windows during times that minimize impact to Licensee's users. While most of Infor's maintenance can be completed during regularly scheduled maintenance windows, from time to time maintenance must be performed outside of the scheduled maintenance windows to maintain the integrity and security of the services. In such cases, Infor will provide Licensee's primary point of contact as much advance notice of the planned maintenance as is technically feasible. The regularly scheduled weekly maintenance windows and any

period of unavailability due to maintenance for which Licensee is given at least 24 hours advance notice is considered “Scheduled Maintenance”.

**Availability** – Infor’s goal is to provide access to the services at Infor’s Internet gateway(s) twenty-four hours per day, seven days a week, except during Scheduled Maintenance. Infor’s service level objective is 99.5% Availability measured on a monthly basis.

Availability for the Subscription Services is measured monthly as a percentage of Scheduled Available Minutes.

- “Scheduled Available Minutes” are the total minutes in a month less the number of Scheduled Maintenance minutes in the applicable month.
- “Available Minutes” is the number of Scheduled Available Minutes in a month less the aggregate number of minutes the Subscription Services were unavailable outside of Scheduled Maintenance.
- “Availability” is a percentage calculated as the Available Minutes in a month divided by the Scheduled Available Minutes in the month.

For example, in a 30 day month with 4 weekly Scheduled Maintenance windows of 8 hours, there are 41,280 Scheduled Available Minutes ((60 min. x 24 hrs. x 30 days)-(60 min. x 8 hrs. x 4 weeks) = 41,280). If the Subscription Services experienced an outage of two hours outside of Schedule Maintenance, there were 41,160 Available Minutes in the month (41,280 Scheduled Available Minutes – 120 minutes of unavailability). The resulting Availability percentage is  $41,160 / 41,280 = 99.7\%$ .

The following shall not be considered periods of unavailability for purposes of the Availability calculation:

- Outages due to factors outside of Infor’s reasonable control (for example, a network or device failure at Licensee’s site or between Licensee and Infor’s data centers);
- Delays in email or webmail transmission to or from the hosted application;
- Connectivity issues outside of Infor’s direct control (e.g. DNS issues);
- Force Majeure events;
- Outages attributable to the acts or omissions of Licensee or Licensee’s employees, agents, contractors, or vendors, or anyone gaining access to the services means of UserIDs or equipment controlled by Licensee;
- Periods of Down Time at Licensee’s request;
- Outages that result from Licensee’s equipment, software, or other technology and/or third party equipment, software or other technology (other than those which are under Infor’s direct control); and
- Performance degradation due to Licensee’s use of the services in excess of the scope of Licensee’s license, usage restrictions, or product limitations outlined in the applicable Agreement.



## SOFTWARE SERVICES AGREEMENT

**THIS SOFTWARE SERVICES AGREEMENT** (the “Services Agreement”) is made between **Infor (US), Inc.** (“Infor”) and \_\_\_\_\_ (“Licensee”) as of the Effective Date. The parties agree as follows:

### 1. Definitions.

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

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

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

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

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

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

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

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

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

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

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

### 2. Services.

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

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

(c) **Scheduling and Cancellation of Scheduled Services.** In connection with any Work Order, Licensee should make staffing requests at least four (4) weeks in advance to increase the likelihood that the request can be filled for the date requested. While it is possible to secure staffing within this time frame (and Infor will make commercially

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

### **3. Payment and Taxes.**

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

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

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

### **4. Limited Warranty and Disclaimer of Warranties.**

(a) Limited Services Warranty and Remedy For Breach. Infor warrants to Licensee that, for the period beginning on the specific date of the applicable Work Order and continuing for ninety (90) days after the completion of Services pursuant to that Work Order, Infor will render all Services under such Work Order with reasonable care and skill. If Licensee notifies Infor within the warranty period of a breach of the foregoing warranty, Infor will re-perform such Services in compliance with the foregoing warranty.

If despite its reasonable efforts, Infor is unable to provide Licensee with Services in compliance with the foregoing warranty, then, subject to the limitations set forth in Section 12 of this Services Agreement, Licensee may pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty. These remedies are exclusive and are in lieu of all other remedies, and Infor's sole obligations for breach of this limited warranty are contained in this Section 4(a).

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

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

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

### **6. Term and Termination.**

(a) Right of Termination. If either party materially breaches any material obligation in this Services Agreement or a Work Order (including, without limitation, any obligation to pay fees), and fails to remedy such breach (if such breach can be remedied) within thirty (30) days of receipt of written notice of such breach, the other party may terminate this Services Agreement (including all Work Orders hereunder). Notwithstanding the foregoing, to the extent such material breach cannot be remedied through efforts of the breaching party, the other party has the right to terminate this Services Agreement (including all Work Orders hereunder) on less than thirty days' written

notice. Notice to Infor of an alleged breach of warranty will not constitute a notice of termination of this Agreement.

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

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

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

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

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

**9. Assignment.** Licensee may not assign or transfer any of its rights or obligations under this Services Agreement, whether by law or otherwise, and any attempt at such assignment will be void without the prior written consent of Infor. For purposes of this Services Agreement, "assignment" shall include use of the Licensed Software for benefit of any third party to a merger, acquisition and/or other consolidation by, with, or of Licensee, including any new or surviving entity that results from such merger, acquisition and/or other consolidation.

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

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

## **12. LIMITATIONS OF LIABILITY.**

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

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

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

**14. Non-Solicitation of Employees.** During the period that Infor is providing Services pursuant to this Services Agreement and for a period of one (1) year following the completion of such Services, neither Infor nor Licensee will offer to hire, hire, Solicit for employment or retention as an independent contractor, or in any way employ any Resource of the other party without the prior written consent of the other party. "Solicit" as used in this Section does not include general solicitations, such as advertisements in newspapers, trade publications or on the internet. "Resource" for purposes of this Section means: (a) employees or independent contractors of the non-hiring party who directly worked on the Services project (the "Project"), and (b) former employees of the non-hiring party who directly worked on the Project and whose employment with that party ended less than six (6) months prior to the date of such offer to hire, hire, Solicitation, or employment.

**15. Entire Agreement.** This Services Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document, which may be issued by Licensee in connection with this Services Agreement

does not modify this Services Agreement. No modification of this Services Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Services Agreement. This Services Agreement and any signed agreement or instrument entered into in connection herewith or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by means of digital imaging,

electronic mail or a facsimile machine, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. This Services Agreement and all Work Orders may be signed in counterparts.

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

Effective Date: \_\_\_\_\_

**Infor (US), Inc.**

**Licensee: \_\_\_\_\_**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name:

Printed Name:

Title:

Title:

Address:

Address:

Address:

Address:

Signature Date:

Signature Date:

## SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("Agreement") is entered into between MHC Software, LLC, 12000 Portland Avenue South, Suite 230, Burnsville, MN 55337 ("MHC") and the City of Gainesville, 200 East University Avenue, Gainesville, Florida 32601 ("Customer").

### 1. Definitions.

**Software.** The term "Software" shall mean the computer program in object code only and the respective user manuals described in the specifications set forth in Exhibit A, which is incorporated by reference into this Agreement. The term "Software" includes any corrections, bug fixes, enhancements, updates or other modifications, including custom modifications, to such computer program and user manuals.

**License Effective Date.** This Agreement and the license granted hereunder shall take effect upon the date that the last party executes this Agreement.

### 2. License.

MHC grants to the Customer, pursuant to the terms and conditions herein, a perpetual, nonexclusive, nontransferable license to use the Software.

**Restrictions on Use.** Customer agrees to use the Software only for Customer's own business. Customer shall not (i) permit any parent, subsidiaries, affiliated entities or third parties to use the Software, (ii) process or permit to be processed the data of any other party, (iii) use the Software in the operation of a service bureau, or (iv) allow access to the Software through any terminals located outside of Customer's Site.

**Copies.** Customer, solely to enable it to use the Software, may make one archival copy of the Software's computer program, provided that the copy shall include MHC's copyright and any other proprietary notices. The Software delivered by MHC to Customer and the archival copy shall be stored at Customer's Site. Customer shall have no other right to copy, in whole or in part, the Software. Any copy of the Software made by Customer is the exclusive property of MHC.

**Modifications, Reverse Engineering.** Customer agrees that only MHC shall have the right to alter, maintain, enhance or otherwise modify the Software. Customer shall not disassemble, decompile or reverse engineer the Software's computer program.

**Material Terms and Conditions.** Customer specifically agrees that each of the terms and conditions of this Section 2 are material and that failure of Customer to comply with these terms and conditions shall constitute sufficient cause for MHC to terminate this Agreement. The presence of this Section 2 shall not be relevant in determining the materiality of any other provision or breach of this Agreement by either party.

### **3. Intellectual Property Rights.**

All intellectual property rights in the Software and user documentation are owned by MHC are protected by United States and Canadian intellectual property laws (including patent, trademark and copyrights laws), other applicable intellectual property laws, and international treaty provisions. MHC retains all rights not expressly granted.

#### **Indemnification**

MHC shall indemnify and hold Customer harmless from and against any claim of infringement of a United States patent or copyright based upon the Software, provided Customer gives MHC prompt notice of and opportunity to defend any such claim. MHC shall have the right to settle the claim or at MHC option, provide Customer (i) a paid-up license; (ii) substitute, functionally equivalent software; or (iii) a refund of a pro rata portion of the license fee paid for the software based on a deemed license term of one (1) year. MHC will not provide indemnification if the Customer modifies the software or uses the software in a manner that does not comply with this Agreement.

### **4. Limited Warranty.**

For ninety (90) days from your date of purchase, MHC warrants that (i) the Software will substantially conform to the applicable user documentation and (ii) that the magnetic media on which the Software is distributed and the user documentation (if any) are free from defects in materials and workmanship. MHC will, at its option, refund the amount you paid for the Software or provide you with corrected items at no charge provided that the defective item(s) is returned to MHC within ninety (90) days from the date of purchase. Any misuse or unauthorized modification of the Software will void this limited warranty.

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, MHC MAKES NO WARRANTY, REPRESENTATION, PROMISE, OR GUARANTEE, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SOFTWARE, USER DOCUMENTATION OR RELATED TECHNICAL SUPPORT, INCLUDING THEIR QUALITY, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE QUALITY, ACCURACY, FREEDOM FROM ERROR OF THE OPERATION, USE AND FUNCTION OF THE SOFTWARE.

The warranty and remedies set forth herein are exclusive and in lieu of all others, oral or written, express or implied. No MHC dealer, distributor, agent or employee is authorized to make any modification or addition to this warranty. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

### **5. Limitation of Liability.**

Because software is inherently complex and may not be completely free of errors, it is your responsibility to verify your work and to make backup copies, and MHC will not be responsible for your failure to do so. In no event will MHC be liable for indirect, special, incidental, tort, economic, cover or consequential damages arising out of the use of or inability to use MHC products or services, including, without limitation, damages or costs relating to the loss of profits, business, goodwill, data or computer programs even if advised of the possibility of such damages. In no case shall MHCs' liability for money damages exceed the amount paid by you for the Software out of which such claim arose. The foregoing limitations shall not apply to claims relating to death or personal injury which arise out of products deemed to be consumer goods under applicable law. Some states or provinces do not allow the exclusion or limitation of implied warranties or limitation of liability for incidental or consequential damage, so the above exclusion or limitation may not apply to you.

No action or claim relating to this Agreement may be instituted more than one (1) year after the event-giving rise to such action or claim.

## **6. Maintenance and Future Improvements.**

The software purchase and subsequent maintenance subscription entitle the Customer to the following maintenance services: MHC Software upgrades, continuing compatibility with ERP Applications, forms design and interface changes required by an ERP Software upgrade, and customer service and technical support in the first 90 days after purchase. The 90-day License is included in the Combined system purchase price/License Fee. Upon the signing of this Agreement, Customer and MHC have entered into the following Maintenance Agreement: commencing after 90 days of the Software Delivery Date and continuing for a term of three years thereafter, Customer will receive all maintenance, support and future improvements to the Software. Customer agrees to pay an annual fee equal to 18% of the current list price at the time the maintenance fee is due as specified in Exhibit B. Annual payments will commence 90 days after the Software Delivery Date and continue for a period of three years. At the end of the first and successive three year terms, the Maintenance Agreement shall automatically renew for a successive three year term unless thirty days written notice is given by either party to the other in advance of the expiration of such three year term.

The Maintenance Agreement also entitles the Customer to ongoing customer service and technical support while the maintenance contract is in effect. MHC shall provide telephone and web meeting support during the hours of 7:00 am to 6:00pm Central Time, Monday through Friday, excluding MHC published holidays.

- a. Response times to support calls during business hours are handled within four hours.
- b. All calls are routed through the MHC Customer Service Team. The service team will escalate the calls if necessary getting a technical staff member involved to help with troubleshooting or software development changes.
- c. MHC Software customers are able to contract for Off-Hours Services if they want to prepare for the possibility of needing MHC services/support outside of MHC's standard working hours (i.e., planning an off-hours upgrade, deployment activity, etc.). MHC Software Off-Hours Services refers to any services or technical support provided outside of MHC Software's standard working hours, defined as Monday through Friday, 7:00 a.m. to 6:00 p.m. CT, and excluding MHC Software published holidays. Any special off-hours support requests must be scheduled ahead of time via a request to the customer's MHC Account Executive or via request to a customer support team member to get a Statement of Work in place.

The Maintenance Agreement does not include additional Custom Programming or Software Development Services not licensed for under this Agreement, on-site support or training, and hardware/technical infrastructure or related supplies. Costs for onsite implementation and training are included in Exhibit C.

MHC reserves the right to terminate the Maintenance Agreement if the Customer is over 30 days delinquent on payment of goods or services to MHC. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any purchase order, the terms and conditions of this Agreement shall control.

## **7. Post-Implementation Services.**

For Customers who choose to make technological platform changes or resource support changes post-implementation (i.e., after 30 days of MHC Software use in a production environment), MHC will support the

additional effort required to complete the changes on a time and materials basis, based on a to-be-estimated amount of hours at the current MHC billable rate.

**8. General Provisions.**

**Complete Agreement.** The parties agree that this Agreement and all incorporated Exhibits, is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral or written, between the parties relating to this Agreement.

**Amendment.** This Agreement may not be modified, altered or amended except by written instrument duly executed by both parties. Additional software products or licenses may be purchased through an amendment to this Agreement.

**Waiver.** The waiver or failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

**Corporate Authority.** Each individual executing this Agreement on behalf of any corporation or other entity, which is a party to this Agreement, represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said entity.

**Notices.** All notices required or permitted to be given hereunder shall be in writing and may be personally served, or deposited in the United States mail registered or certified, return receipt requested, and postage prepaid. Mailings shall be addressed as follows:

MHC: MHC Software, LLC.  
Attn: Catherine Beattie  
PO Box 1749  
12000 Portland Avenue South, Suite 230  
Burnsville, MN 55337

Customer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or to such other address as such party shall have specified most recently by written notice delivered in such manner. Mailed notice shall be deemed given on the third business day following the date mailed.

**Successors and Assigns.** The Agreement shall be binding upon each of the parties, its successors and assigns.

**Severability.** If any provision of this Agreement is invalid, illegal or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.

**Counterpart and Fax Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. This Agreement may also be signed and transmitted by facsimile or sent by email in PDF form, with such signature to be treated as an

original and the document transmitted to be considered to have the same binding effect as an original signature on an original document. At the request of either party, any facsimile document or emailed PDF document will be re-executed in original form by the parties who signed the facsimile document.

**Terms:** The pricing provided in the MHC Software proposal is based on the assumption that the license agreement will be executed between MHC and the Customer. If other organizations or intermediaries are involved in the license agreement, administrative billing, processing or implementation of MHC products beyond MHC Software, the MHC Software pricing is subject to change.

**Terms and Conditions.** This Software License Agreement is subject to the above provisions all of which are hereby agreed to by MHC and Customer. The Customer will pay all sales and use taxes. In states that MHC does not collect sales tax, Customer agrees to pay any applicable use tax directly to the appropriate authority.

Accepted for Customer:

Accepted for MHC Software, LLC:

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Please type or print name)

Name: \_\_\_\_\_  
(Please type or print name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_  
(MHC Software, LLC)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A to  
Software License Agreement Dated as of \_\_\_\_\_  
License Fee and Payment Schedule**

Exhibit A to the Software License Agreement between MHC Software, LLC, 12000 Portland Avenue South, Suite 230, Burnsville, MN 55337 ("MHC") and the City of Gainesville, 200 East University Avenue, Gainesville, Florida 32601 ("Customer").

Licensing for the Document Express System is based on Seat and/or Site as defined below. This Exhibit lists the allowed licensing for each main Document Express product (Document Express Payroll, Document Express Accounts Payable, Document Express Forms or any of the Document Express Tax Modules) and additional modules or add-on components that are licensed in the same manner as the main product.

**Standalone Computer Use**

A "Seat" (hereinafter Seat) is defined as a copy of the Software being loaded on a single computer. For the Document Express Software Products listed below, the Customer must acquire one copy of the Software for each computer (Seat) on which the Software will be installed (OR alternatively, license Document Express for Site Use). One backup or archival copy of the software may also be loaded on a computer and used for processing (Backup Seat). The Customer may only use the Document Express software products at the sites listed below

**Site License Use**

A site is defined as a specific office building with a specific address, or a contiguous group of buildings at a "campus" location. The Customer may use the Software Products at the number of sites listed in Exhibit A.

**Licensed Use**

The licensed site(s) for the purpose of this software agreement for use of MHC Software purchases include: the City of Gainesville, 200 East University Avenue, Gainesville, Florida 32601.

MHC Document Express software included in this agreement will only be used at the aforementioned site(s) unless additional site licenses are purchased. The customer must acquire one copy of the Software for each additional site or seat. The site license allows the customer to unlimited users at the above listed site. The site license places no restrictions on number of users that may access the software at one time. The software may be installed on standalone computers or over a network. Additionally, the customer may make one (1) archival copy of the Software and may load the software on up to three (3) infrastructure environments (e.g., production, test, backup) for the limited purposes of testing, deployment and processing in the event of a disaster.

MHC Document Self-Service software included in this agreement allows the Customer to install the software for Customer use only in up to three (3) infrastructure environments (e.g., production, test, backup).

| Software   | Key Standard Features  | Inclusions  | Price    |
|--|--|---|----------|
| MHC<br>Document<br>Express<br>Payroll™<br><br>DEPR | <ul style="list-style-type: none"> <li>• Core module required for Payroll payment and direct deposit advice processing</li> <li>• Ability to add unlimited accounts</li> <li>• Full Document History with filtering, sorting and column management</li> <li>• Complete audit trail of all user actions</li> <li>• Original Register for audit of all printing</li> <li>• User Manager with detailed user reports</li> <li>• Archiving and copying functions</li> <li>• Signature logic</li> <li>• Ability to print copies manually or automatically</li> <li>• Report Generator for ad hoc reporting</li> <li>• Embedded tool for changing document logos, messaging, and other variable items</li> <li>• Ability to set up multiple printers based on spool setting or document type</li> <li>• Ability to add more document output formats by licensing additional interfaces and forms designs</li> <li>• See additional module options for electronic payment functionality</li> </ul> | <ul style="list-style-type: none"> <li>• One site, one seat and one backup seat</li> <li>• Utilizes Customer's existing SQL or Oracle database</li> <li>• Document Express accesses the database using ODBC</li> <li>• Includes one PR Interface and Forms Design for one PR form layout</li> </ul> | \$15,000 |



| Software  | Key Standard Features  | Inclusions   | Price   |
|---|--|--|---------|
| MHC Document Self-Service™ Employee/Member Documents Web Delivery with User Options<br><br>DSSPREMPDO | <ul style="list-style-type: none"> <li>• Supports the management of recipient-specific PDFs in Document Self-Service</li> <li>• The documents may be:               <ol style="list-style-type: none"> <li>1. Generated from the Document Express Forms module (licensed separately)</li> <li>2. Posted via 'MHC Image Express Post Employee Documents to MHC Document Self-Service' functionality and imported by an authorized user into MHC Document Self-Service (licensed separately)</li> <li>3. Or the client may create their own PDFs with a structured index file allowing the documents to be imported by an authorized user into the MHC Document Self-Service system</li> </ol> </li> <li>• Once documents exist in Document Self-Service, administrators publish the documents to make them visible to recipients (and can choose whether to send email notifications about document availability)</li> <li>• Allows recipients to opt in <u>or</u> opt out of document delivery via the web</li> <li>• Options for opt in or opt out can be controlled by the employer/customer</li> <li>• Note: The functionality to email documents to recipients is licensed separately</li> </ul> | <ul style="list-style-type: none"> <li>• Unlimited number of retrieval users and document volumes</li> <li>• Displays document information such as recipient name, date, and document type</li> <li>• Utilizes business rules to determine printing and posting of documents</li> <li>• Price assumes DSS Payroll Web Delivery is also licensed</li> </ul> | \$6,000 |
| MHC Document Express Forms Design Premium and Custom Interface<br><br>DECFDSNPRM                      | <ul style="list-style-type: none"> <li>• Maps the fields loaded into the Document Express database into the Customer's desired document layout: Total Reward Statements</li> <li>• Ability to design form in virtually any layout including logos, signatures and messaging, plus support for variable designs across multiple pages</li> </ul>  | <ul style="list-style-type: none"> <li>• One turnkey form design layout for premium design output such as Total Rewards, Compensation Statements or comparable documents</li> <li>• Assistance and training setting up accounts</li> </ul>   | \$7,500 |

| Software  | Key Standard Features   | Inclusions  | Price          |
|---|---|---|----------------|
| <p>MHC Document Self-Service™ Electronic W-2 Web Delivery with User Options</p> <p>DSSEW2</p> | <ul style="list-style-type: none"> <li>• A link to Document Self-Service (DSS) is created on your Infor Lawson Employee Self-Service (ESS) website or another intranet site. To access the documents in Document Self-Service, employees either click a link embedded in an employee portal or access the system directly via the URL. Employees enter their login credentials to Active Directory (AD), Active Directory Federation Services (ADFS) or Lawson to access the system (unless Single Sign-On criteria are met). Once logged in, each employee only has access to his/her own documents and document delivery settings (authorized administrators will have additional access).</li> <li>• The IRS requires employee consent and notification to distribute the initial W-2s electronically. Electronic W-2 Module is IRS-compliant and performs the tracking of consent, revocation of consent, provides the necessary notices to employees, and a full audit trail of all activity (visible only to authorized administrative end users).</li> <li>• Supports W-2c options and posting of W-2 history</li> <li>• Supports email notifications of all posts and employee actions (authorization, revocation, and change in email information)</li> <li>• Inactive employee documents may be printed</li> <li>• Supports ability to set up messaging for the website using text formatting features</li> </ul> | <ul style="list-style-type: none"> <li>• Includes the DSS Web Application for end-user and administrative use and its supporting components, plus required functionality in the Document Express W-2 Print Module</li> <li>• Interface to Lawson PR297 and laser forms design, provides W-2c capabilities, document history and state, local or employer copies</li> <li>• Electronic W-2s with IRS compliance</li> <li>• Unlimited number of retrieval users and document volumes</li> </ul> | <p>\$9,000</p> |

| Software                         | Key Standard Features   | Inclusions   | Price   |
|----------------------------------|---|--|---------|
| MHC Document Express 1099 Module | <ul style="list-style-type: none"> <li>• Tax Forms: 1099-MISC, 1099-INT, 1099-DIV</li> <li>• Interface to standard file layout for data import:               <ul style="list-style-type: none"> <li>○ IRS Electronic 1099 Output File Layout (matches Infor Lawson AP146 file or Infor CSF standard 1099 output file) OR</li> <li>○ MHC Standard Tax Module CSV File Layout</li> </ul> </li> <li>• Forms design for laser cut sheet or pressure seal designs for 1099-MISC, 1099-INT, 1099-DIV forms (all other 1099 form variations require separate licensing)</li> <li>• Software stores document history audit records</li> <li>• Supports document corrections</li> <li>• Enables option for authorized users to enter input data to generate a document manually</li> <li>• Optional extension in Document Express to support creation of unencrypted PDFs of the 1099s (licensed separately for each document type as Document Express PDF/TIF Creation Add-on option)</li> <li>• Optional extension in Document Self-Service to support online 1099 functionality (licensed separately)</li> </ul> | <ul style="list-style-type: none"> <li>• One site, one seat and one backup seat</li> <li>• Provides totals and document counts</li> <li>• Creates the 1099-MISC, 1099-INT and 1099-DIV documents</li> <li>• Requires customer to procure relevant 1099 forms compatible with licensed MHC Document Express output (ask MHC for referral to recommended forms provider)</li> <li>• Does not include support for non-standard input file layouts nor non-standard forms designs; custom data imports or custom forms design layouts for tax documents require licensing of MHC's Document Express Custom Tax Document Module</li> <li>• Does not include the generation of the data/files to be sent to the IRS, nor transmission of data/files to the IRS and tax preparation software providers</li> </ul> | \$3,000 |

DE1099

| Software                           | Key Standard Features  | Inclusions   | Price   |
|------------------------------------|--|--|---------|
| MHC Document Express 1099-R Module | <ul style="list-style-type: none"> <li>• 1099-R Tax Form: Distributions From Pensions, Annuities, Retirement or Profit-Sharing Plans, IRAs, Insurance Contracts, Etc.</li> <li>• Interface to standard file layout for data import: <ul style="list-style-type: none"> <li>○ IRS Electronic 1099 Output File Layout (matches Infor Lawson PR250 file) OR</li> <li>○ MHC Standard Tax Module CSV File Layout</li> </ul> </li> <li>• Forms design for laser cut sheet 1099-R forms (all other 1099 form variations require separate licensing; contact MHC regarding pressure seal forms design)</li> <li>• Software stores document history audit records</li> <li>• Supports document corrections</li> <li>• Enables option for authorized users to enter input data to generate a document manually</li> <li>• Optional extension in Document Express to support creation of unencrypted PDFs of the 1099s (licensed separately for each document type as Document Express PDF/TIF Creation Add-on option)</li> <li>• Optional extension in Document Self-Service to support online 1099 functionality (licensed separately)</li> </ul> | <ul style="list-style-type: none"> <li>• One site, one seat and one backup seat</li> <li>• Provides totals and document counts</li> <li>• Creates the 1099-R documents</li> <li>• Requires customer to procure relevant 1099 forms compatible with licensed MHC Document Express output (ask MHC for referral to recommended forms provider)</li> <li>• Does not include support for non-standard input file layouts nor non-standard forms designs; custom data imports or custom forms design layouts for tax documents require licensing of MHC's Document Express Custom Tax Document Module</li> <li>• Does not include the generation of the data/files to be sent to the IRS, nor transmission of data/files to the IRS and tax preparation software providers</li> </ul> | \$3,000 |

DE1099R

|  |  |  |                 |
|--|--|--|-----------------|
| <p>MHC Document Self-Service™ Vendor Documents Web Delivery with User Options</p> <p>(includes mhckBA Auth-entiation)</p> <p>DSSVENDOR<br/>DSSMHCKBA</p> | <ul style="list-style-type: none"> <li>• To access documents in Document Self-Service (DSS), vendors either click a link embedded in a vendor portal, corporate website or access the system directly via the URL. Vendors follow a self-registration process using mhckBA authentication. Once successfully registered, vendor users enter their login credentials and gain access to vendor-specific documents (one set of user credentials is allowed per vendor). Once logged in, each vendor only has access to documents specific to the vendor and document delivery settings (the customer’s authorized administrators will have additional access).</li> <li>• Security questions configured by each customer must include a combination of one or more questions such as: Vendor Number, Vendor Corporate Postal Code, Vendor Primary Contact Email Address, etc. for mhckBA setup</li> <li>• Customer assumes responsibility for providing MHC with the “answers” to the user security questions and determining that the selected combination of security questions meets the customer’s security standards to allow its vendors to gain access to documents</li> <li>• Users who forget their password will need to answer the same security questions and have access to the vendor contact email account already on file for the vendor profile to regain access to the website (2-factor authentication for forgotten passwords)</li> <li>• The documents may be:             <ol style="list-style-type: none"> <li>1. Generated from the Document Express Accounts Payable, Forms or Tax modules (licensed separately)</li> <li>2. Or the customer may create their own PDFs with a structured index file allowing the documents to be imported by an authorized user into MHC Document Self-Service</li> </ol> </li> <li>• Once documents exist in Document Self-Service, administrators publish the documents to make them visible to vendors (and can choose whether to send</li> </ul> | <ul style="list-style-type: none"> <li>• Unlimited number of retrieval users and document volumes</li> <li>• Functionality to email vendor non-tax documents is licensed separately</li> <li>• Requires separate licensing of Document Express-generated source documents that can be posted to Document Self-Service, such as:             <ul style="list-style-type: none"> <li>○ 1099s</li> <li>○ Purchase Orders</li> </ul> </li> <li>• AP Payments including Remittance Documents</li> </ul> | <p>\$20,000</p> |
|--|--|--|-----------------|





| Software   | Key Standard Features  | Inclusions  | Price   |
|--|--|---|---------|
| MHC<br>Document<br>Express Email<br>Forms<br><br>DEEMAIL | <ul style="list-style-type: none"> <li>• Distributes reformatted documents via email as a PDF</li> <li>• Interfaces to Customer's SMTP mail server</li> <li>• Allows for global email setup of subject and message line</li> <li>• Incorporates predefined data from the form into the email or subject area (e.g., invoice number)</li> </ul> | <ul style="list-style-type: none"> <li>• Interface is incorporated into the Customer's customized print routine</li> <li>• Retrieves email address from ERP via standard ERP interfaces or stores them within the Document Express database (determined by customer)</li> </ul> | \$6,500 |
| MHC Auto<br>Document<br>Express<br><br>DEAUTODE          | <ul style="list-style-type: none"> <li>• Optional component which automates the Document Express functions of FTP, import, and distribution of documents (print, fax, email, or web post)</li> <li>• Installed as a service or standalone application – customer determined</li> </ul>   | <ul style="list-style-type: none"> <li>• Runs on a server and can service all designated Lawson users</li> <li>• Includes a scheduler – may run on a time interval or on a schedule</li> </ul>  | \$3,000 |



| Software  | Key Standard Features  | Inclusions   | Price            |
|---|--|--|------------------|
| <p>MHC Document Express 1095-B Module Add-On</p> <p>(Must also license the MHC Document Express 1095-C Module)</p> <p>DE1095B</p> | <ul style="list-style-type: none"> <li>• 1095-B Tax Form: Health Coverage</li> <li>• Extends MHC’s Document Express 1095-C Module to also create and print 1095-B documents required by the Affordable Care Act (ACA)</li> <li>• Supports data import of standard Infor Lawson Benefits module (for customers on extended support for version 9.0.0 or on a newer version) 1095-B CSV output file or Infor Global HR Benefits standard output or the MHC 1095-B standard input file</li> <li>• Customers must choose 1 of 2 IRS-approved 1095-B form layout options offered by an MHC authorized forms provider: <ul style="list-style-type: none"> <li>○ Option 1: 8.5x11” laser cut sheet form with compatible envelope</li> <li>○ Option 2: 8.5x14” eccentric z-fold pressure seal form</li> </ul> <p>For additional form details (e.g., pricing and how to order), contact your MHC Account Executive.</p> </li> <li>• Paper forms will have a blank face and preprinted backside with IRS instructions; the input data and remaining form design will be printed by the MHC Document Express software onto the paper</li> <li>• NOTE: Customers are responsible for supplying accurate 1095-B input data. MHC Software does not provide any tax or legal advice. The MHC Document Express software does not collect, verify, manipulate, calculate, nor change the customer-supplied 1095-B data. MHC Document Express will place the supplied data on the chosen 1095-B form layout. MHC Software support resources will only guide customers on the software itself during installation, configuration, shakeout, and if necessary, the final document creation step. Customers who identify source data quality issues and require rework may be charged for additional technical support time at MHC’s documented Custom Development Services hourly rate.</li> </ul> | <ul style="list-style-type: none"> <li>• One site, one seat and one backup seat</li> <li>• Provides totals and document counts</li> <li>• Enables 1095-B document printing</li> <li>• Requires licensing of MHC Document Express 1095-C Module as a pre-requisite</li> <li>• Requires customer to procure relevant tax forms compatible with licensed MHC Document Express output (ask MHC for referral to recommended forms provider)</li> <li>• Does not include the generation of the data/files to be sent to the IRS, nor transmission of data/files to the IRS and tax preparation software providers</li> </ul> | \$3,000          |
| <b>Total</b>  |  |  | <b>\$140,000</b> |

**Payment Terms:** 50% of software purchase price due at time of purchase. Balance due 30 days after software delivery.

**Exhibit B to  
Software License Agreement Dated as of \_\_\_\_\_  
Maintenance Fee Schedule**

Exhibit B to the Software License Agreement between MHC Software, LLC, 12000 Portland Avenue South, Suite 230, Burnsville, MN 55337 ("MHC") and the City of Gainesville, 200 East University Avenue, Gainesville, Florida 32601 ("Customer").

The annual maintenance fee is 18% of current list price at the time the maintenance fee is due. Listed below are the current list prices of the following Software products as of this Software Agreement's license effective date of \_\_\_\_\_.

| <b>Software</b>  | <b>Current List Price</b> |
|--|---------------------------|
| MHC Document Express Payroll™  | \$15,000.00               |
| MHC Document Self-Service™ Payroll Web Delivery with User Options                    | \$9,000.00                |
| MHC Document Self-Service™ Employee/ Member Documents Web Delivery with User Options | \$6,000.00                |
| MHC Document Express Forms Design Premium and Custom Interface                       | \$7,500.00                |
| MHC Document Self-Service™ Electronic W-2 Web Delivery with User Options             | \$9,000.00                |
| MHC Document Express 1099 Module   | \$3,000.00                |
| MHC Document Express 1099-R Module   | \$3,000.00                |
| MHC Document Self-Service™ Vendor Documents Web Delivery with User Options           | \$20,000.00               |
| MHC Document Express Accounts Payable™   | \$15,000.00               |
| MHC Document Express ACH Module for AP   | \$5,000.00                |
| MHC Document Express e-Remit Module  | \$6,500.00                |
| MHC Document Express Forms™  | \$16,500.00               |
| MHC Document Express Email Forms   | \$6,500.00                |
| MHC Auto Document Express  | \$3,000.00                |
| MHC Document Self-Service™ 1095-C Web Delivery with User Options                     | \$12,000.00               |
| MHC Document Express 1095-B Module Add-On  | \$3,000.00                |
| <b>Total Software Current List Price</b>   | <b>\$140,000.00</b>       |
| <b>Annual Maintenance Fee 18% of Current List Price – Years 1 - 5</b>                | <b>\$25,200.00</b>        |
| <b>Annual Maintenance Fee 20% of Current List Price – Years 6 - 8</b>                | <b>\$28,000.00</b>        |

**Exhibit C to  
Software License Agreement Dated as of \_\_\_\_\_  
Software Implementation & Maintenance Services**

Exhibit C to the Software License Agreement between MHC Software, LLC, 12000 Portland Avenue South, Suite 230, Burnsville, MN 55337 ("MHC") and the City of Gainesville, 200 East University Avenue, Gainesville, Florida 32601 ("Customer").

| Service                 | Description   | Price   |
|-------------------------|---|---|
| Software Implementation | <ul style="list-style-type: none"> <li>• Remote Implementation Services (web meeting/VPN/phone)               <ul style="list-style-type: none"> <li>○ Planning &amp; Analysis</li> <li>○ Design &amp; Development (if applicable)</li> <li>○ Installation &amp; Configuration</li> <li>○ Deployment &amp; Customer Support</li> </ul> </li> </ul>  | Included  |
| Software Maintenance    | <p>Software maintenance entitles the customer to:</p> <ol style="list-style-type: none"> <li>(1) Software upgrades for licensed application components sold and licensed by MHC</li> <li>(2) Software support and training via toll-free phone number and web meetings</li> <li>(3) Continuing compatibility with Infor applications for MHC licensed components (i.e., as customers upgrade Infor functionality from one release to the next, they can work with MHC Software to plan and maintain compatible MHC Software functionality; maintenance does not include support for additions to ERP applications, a change of ERP nor technological platform changes, only upgrades to existing ERP software functionality)</li> </ol> | 18% of proposed software list price, annually (software maintenance goes into effect ninety (90) calendar days after software delivery) |



## MHC Software Infrastructure Considerations – City of Gainesville

**Date: 6/25/18**

### General Notes:

- MHC Software strongly encourages all organizations to procure test environments. Test environments can be scaled back from the specs in place for the Production environments and/or MHC products can often be consolidated and installed on the same hardware for test environments. Wherever possible, MHC prefers to have replica environments for Test and Production, yet we understand many organizations are unable to justify comparable environments due to the expense and limited use of the Test environment.

### Assumptions Relative to the City of Gainesville:

- Application servers will need appropriate printers installed for all document types in scope and appropriate access for document printing.
- Sizing of the hard disk space is based on estimates from the RFP released by the City of Gainesville, please note not all document volumes were provided in the RFP
- See Excel attachment below for the Technical Sizing Worksheet and the assumptions that were used to generate this infrastructure considerations document. Please note that the Technical Sizing Worksheet has 3 years' sized.
- Assumed storage of 3 years of data with 0% yearly growth. The actual disk space used may change based on the true usage.

### MHC Technical Sizing Worksheet(s) and Technical Requirements Document(s):



MHC Document



MHC Document



MHC Software DE

Express Technical ReSelf-Service 5.2 Tech & DSS Sizing Works

### Server Configuration for High Performance PROD and Scaled Back TEST:

This configuration requires 2 application servers for PROD and one for TEST (total of 3) and SQL Server database server for TEST and PROD housing 2 database each (total of 4 databases, database servers do not necessarily need to be dedicated to the MHC databases).

### Production Environment:

#### MHC Document Express Application Server

**OS:** Windows® Server 2016 or 2012R2 (64-bit)

**CPU/CORES:** Dual-Core Intel® Xeon® Processor (or equivalent)

**RAM:** 8 GB RAM

**STORAGE:** 25 GB DATA (beyond standard OS needs)

**OTHER:** \*may require access to SMTP server, fax server, printers, authentication server and more

\*See attached **MHC Document Express Technical Requirements\*.pdf** for full details

#### MHC Document Self-Service Application Server

**OS:** Windows® Server 2016 or 2012R2 (64-bit)

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**CPU/CORES:** Server Class CPU – minimum 8 cores; for optimal performance, 3.0+ Ghz processors recommended

**RAM:** 32 GB RAM (4 GB per core)

**STORAGE:** 200 GB DATA (beyond standard OS needs)

**OTHER:** \* .NET Framework 4.7, 4.6.1, ASP.NET, Internet Information Services (IIS) version 10 or 8; access to SMTP server, authentication server and more

\*See attached **MHC Document Self-Service 5.2 Technical Requirements\*.pdf** for full details

#### **SQL Server Database Server**

2016, 2014 SQL Server or 2012R2 SQL Server, including SQL Server Management Studio

**OS:** SQL Server® 2014 or Windows® Server 2012R2 (64-bit)

**CPU/CORES:** Must comply with Microsoft SQL Server recommendations for optimal performance (if the database server is dedicated to MHC application databases only, recommend Server Class CPU – minimum 4 cores; for optimal performance, recommend 3.0+ Ghz processors)

**RAM:** 32 GB RAM

**STORAGE:** 100 GB DATA

#### **Test Environment:**

##### **MHC Document Express and Document Self-Service Application Server**

**OS:** Windows® Server 2016 or 2012R2 (64-bit)

**CPU/CORES:** Server Class CPU – minimum 8 cores; for optimal performance, 3.0+ Ghz processors recommended

**RAM:** 32 GB RAM (4 GB per core)

**STORAGE:** 50 GB DATA (beyond standard OS needs)

**OTHER:** \* .NET Framework 4.7, 4.6.1, ASP.NET, Internet Information Services (IIS) version 10 or 8; access to SMTP server, authentication server and more

\*See attached **MHC Document Self-Service 5.2 Technical Requirements\*.pdf** for full details

##### **SQL Server Database Server**

2016, 2014 SQL Server or 2012R2 SQL Server, including SQL Server Management Studio

**OS:** SQL Server® 2014 or Windows® Server 2012R2 (64-bit)

**CPU/CORES:** Must comply with Microsoft SQL Server recommendations for optimal performance (if the database server is dedicated to MHC application databases only, recommend Server Class CPU – minimum 4 cores; for optimal performance, recommend 3.0+ Ghz processors)

**RAM:** 32 GB RAM

**STORAGE:** 50 GB DATA

## MHC Document Express<sup>™</sup> Technical Requirements

As of Release DE4.5o

This document outlines the technical requirements for implementing MHC Document Express<sup>™</sup>. The following requirements may also be used as the MHC Auto Document Express<sup>™</sup> Technical Requirements.

The most current version of Document Express (DE45o) has had full regression testing completed on the most current architecture. If your version of Document Express is not DE45o and implementation on the most current architecture causes issues, it will be recommended that you update your Document Express environment to the most current version to resolve the issue.

| Client Component                     | MHC Document Express <sup>™</sup>   |
|--------------------------------------|---|
| <p><b>Component Description:</b></p> | <p><b>Document Express<sup>™</sup></b> produces ERP-integrated, customized business documents, transactions (Payroll, W-2s, Accounts Payable, Accounts Receivable, Purchasing, HR Employee Documents, and more), and supports a variety of traditional and advanced document distribution methods to streamline business operations.</p> <p>The software supports many configuration options, including company logos, signatures, messages, etc., and is also delivered with MHC-built customizations that support each customer's unique document formatting needs.</p> <p>Document Express<sup>™</sup> also supports advanced security features to meet strict audit and control requirements. These features include: document registers, audit trails, signature encryption and designated document processing responsibilities.</p> <p>Document Express<sup>™</sup> is a client-based application and is not intended as an archiving tool.</p> |
| <p><b>Software Requirements:</b></p> | <ul style="list-style-type: none"> <li>• Windows<sup>®</sup> Server 2016, 2012R2, 2012, 2008R2, 2008, Windows<sup>®</sup> 10, Windows<sup>®</sup> 8, Windows<sup>®</sup> 7.</li> </ul> <p><b>Note:</b> Operating systems available in 64-bit mode are supported. Document Express will install under Program Files (x86) folder. Touch screen functionality is not supported with Document Express at this time.</p> <ul style="list-style-type: none"> <li>• Document Express<sup>™</sup> can be configured to send emails directly through your existing SMTP server and is MAPI compatible. Document Express<sup>™</sup> is compatible with many different fax servers. Recommendations are based on internal business processes and customer environment.</li> </ul>  |

| Client Component  | MHC Document Express™  |
|---|--|
| <b>Minimum Hardware Requirements:</b>                                       | <ul style="list-style-type: none"> <li>• Pentium® 4 (or equivalent) Processor.</li> <li>• 4 GB RAM.</li> <li>• 2 GB available Hard Disk space, plus additional Hard Disk space to accommodate data files and client component log files.</li> <li>• 100 Mbps Network Interface Card (NIC).</li> </ul> <p><b>Note:</b> If running in a Virtual environment, Additional Hardware Requirements for High - Performance Configuration should be used as the base platform to run under.</p> |
| <b>Additional Hardware Requirements for High-Performance Configuration:</b> | <ul style="list-style-type: none"> <li>• Dual-Core Intel® Xeon® Processor (or equivalent).</li> <li>• 8 GB RAM.</li> <li>• Gigabit Ethernet Network Interface Card (NIC).</li> <li>• (OPTIONAL) 16 GB of available Hard Disk space to accommodate data files and client component log files.</li> <li>• (OPTIONAL) RAID 5 disk array system, hot pluggable disk drives and redundant power supply.</li> </ul>  |
| <b>Network Requirements:</b>  | <ul style="list-style-type: none"> <li>• Connection to a TCP/IP network</li> <li>• The speed of the network, network traffic, and size of the document files will determine the speed at which document files are imported and spooled to the printer.</li> <li>• Document Express™ operates with Microsoft Windows® File and Print Sharing (recommended) or Novell Netware 4.0 networks.</li> </ul>   |

| Database Components                             | MHC Document Express™   |
|---|---|
| <b>Component Description:</b>                   | The <b>DE Database</b> stores configuration settings for the system, including permission data, end-user/employee information and document data. Information from the DE Database is accessed by the Document Express client application.   |
| <b>Database Requirements:</b>                   | <p>Document Express™ can use the customer's preferred database for storing active and historical document data. The Document Express™ application will automatically create and maintain all database tables and indexes necessary to run Document Express™.</p> <ul style="list-style-type: none"> <li>• Document Express™ is compatible with Microsoft (MS) SQL Server® 2016, 2014, 2012R2, 2012, 2008R2, 2008 and Oracle® 12c, 11gR2, 11g or 10 database.</li> <li>• An ODBC connection as a SQL Server authentication user that has full <u>Database Owner</u> permissions to the Document Express Database.</li> <li>• <b>Note:</b> <i>The database cannot be case-sensitive. If using MS SQL Server, collation needs to be SQL_Latin_General_CP1_CI_AS</i></li> <li>• Minimum memory requirements: 4 GB memory for a low volume implementation and a minimum of 16 GB memory for a moderate volume implementation or any size implementation that uses a virtualized database server.</li> <li>• It is assumed that the customer will complete normal database administrative duties for the Document Express™ database, including performing routine backups.</li> </ul> |
| <b>Storage Space Requirements for Database:</b> | <ul style="list-style-type: none"> <li>• 8 GB available Hard Disk space, plus additional Hard Disk space as required for the number of records to be stored (allow an estimated 3 KB data per document).</li> <li>• To estimate space required for the database, contact your MHC Account Executive or MHC Document Express Implementation Lead to leverage the Document Express Technical Sizing Worksheet.</li> </ul>   |

***A sizing worksheet is available to help with your technology planning. Contact your MHC Sales Representative at (800) 588-3676 for more details.***

## MHC Sales

To discuss optional Document Express<sup>™</sup> features and enhancements, contact MHC Software Sales Representatives at **800-588-3676**. Email inquiries to MHC Software Sales may be directed to [salesinfo@mhccom.com](mailto:salesinfo@mhccom.com).

## Technical Support

For assistance with installation, configuration and support of Document Express<sup>™</sup>, call the MHC Software Technical Support group at 888-544-8544. Email questions may be directed to the Technical Support group at [techsupport@mhccom.com](mailto:techsupport@mhccom.com)

Technical Support is available 7:00 am to 6:00 pm (US Central Time), Monday – Friday.

The latest software updates for Document Express<sup>™</sup> are available on our Customer Support website at <http://www.mhcsoftwareinc.com>

**Note:** A username and password must be specified to access this site. To obtain a username and password, call MHC Technical Support.

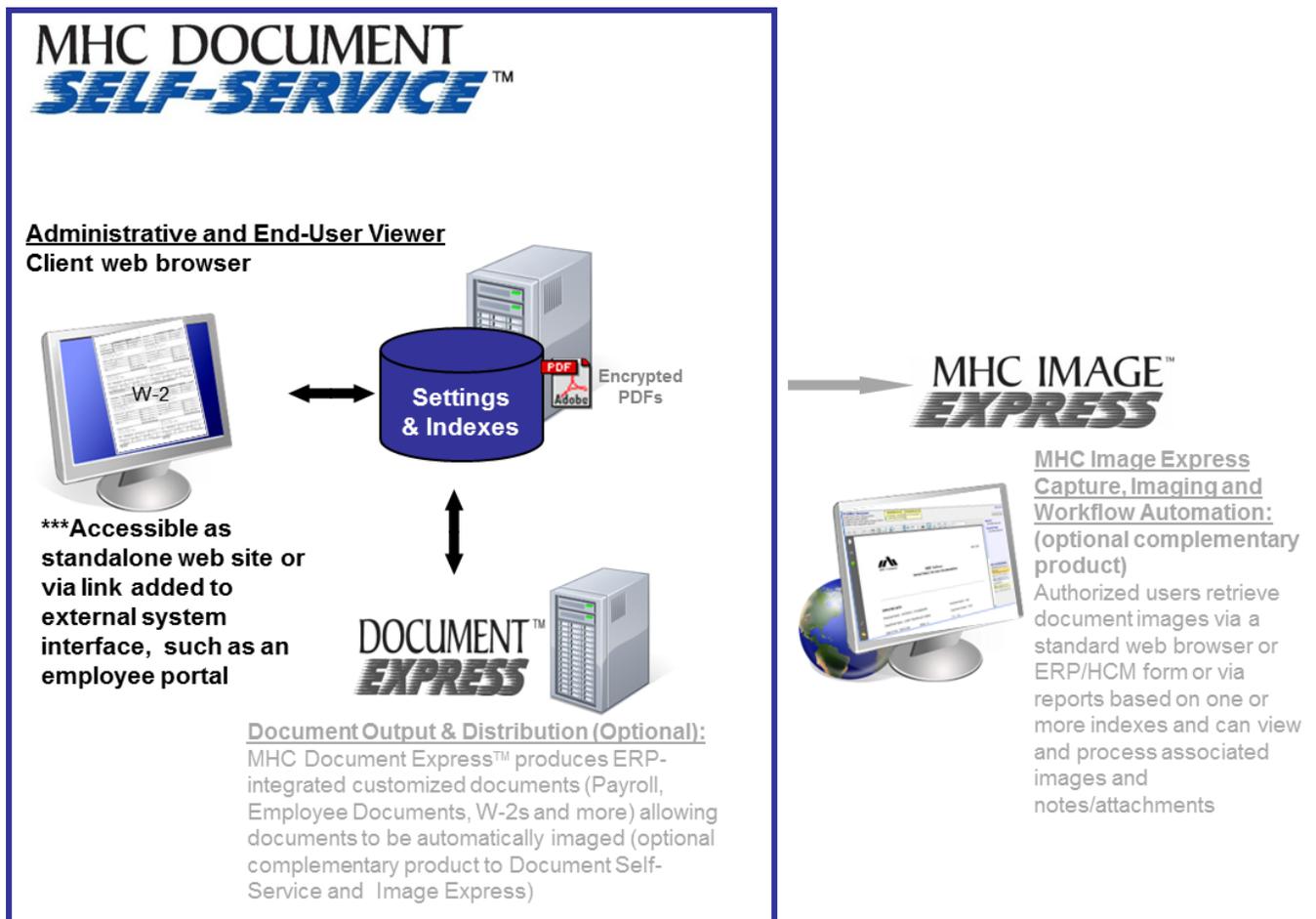
## MHC Document Self-Service™ (DSS) Technical Requirements

As of Release 5.2 of DSS

This document outlines the technical requirements for implementing the MHC Document Self-Service software for online W-2s and other tax documents (1095-Cs, 1098-Ts, T4s, 1099s and more), payroll documents, employee documents, and/or vendor documents. Prior to outlining the specific requirements for each technical component, the document includes both a high-level functional architecture diagram and an application architecture diagram to depict what the core application components do and how the technical components interact.

### MHC Document Self-Service High-Level Functional Architecture Diagram

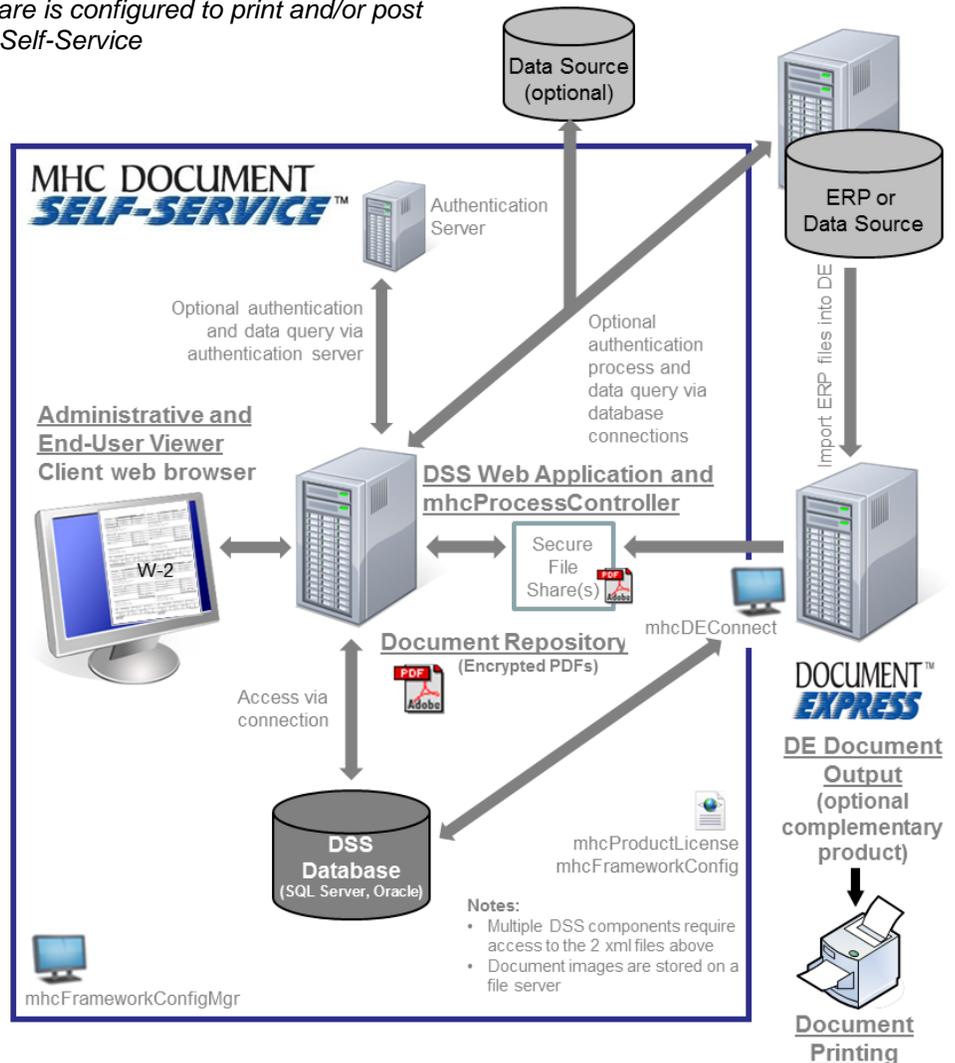
The following diagram depicts the high-level functional architecture for MHC Document Self-Service:



**The MHC Document Self-Service system consists of the following technical components:**

- Document Self-Service Database (DSS Database)
- Document Self-Service Web Application (for administrative and end-user use)
- mhcProcessController – Manages document processing for DSS; the complementary
- mhcProcessControllerConfig - application manages the data source connection to the DSS database for the mhcProcessController Windows service on a given machine
- mhcFrameworkConfigMgr & mhcFrameworkConfig.xml – Manages data source connections for DSS Database and any other external data sources; output is the mhcFrameworkConfig.xml
- mhcProductLicense – File that controls product functionality; can be deployed to a central shared location and referenced by application components or deployed locally
- Document Repository – One or more Windows OS-compatible file share locations where document files reside; users will retrieve document images via the DSS Web Application interface
- MHC Document Express™ - Optional integrated product to MHC Document Self-Service
- mhcDEConnect - Communication component to be installed on all machines where MHC's Document Express software is configured to print and/or post documents to Document Self-Service

**MHC Document  
 Self-Service  
 High-Level Application  
 Architecture Diagram**



## Technical Requirements by MHC Document Self-Service System Component

### >> Database Component

| Database Component                              | MHC Document Self-Service Database  |
|---|---|
| <b>Component Description:</b>                   | <p>The <b>DSS Database</b> stores configuration settings for the system, including permission data, end-user/employee information and document and delivery settings. Information from the DSS Database is accessed by the DSS Web Application, mhcProcessController and mhcDEConnect.</p> <p><b>Note:</b> <i>The actual document images are NOT stored within a database; images are stored as encrypted files on one or more designated file system(s)/share(s) accessible by authorized DSS technical components.</i></p>  |
| <b>Database Requirements:</b>                   | <ul style="list-style-type: none"> <li>• The DSS Database may be a Microsoft (MS) SQL Server® 2016, 2014, 2012R2, 2012, 2008R2, 2008 or Oracle® 12c, 11gR2 or 11g database.</li> <li>• For optimal performance, MHC recommends that organizations install the database on a separate server from the application components.</li> <li>• However, if MS SQL Server is used for the Document Self-Service Database, the database can be hosted on the same computer as the DSS Web Application as long as adequate memory and processing power is allocated to SQL Server to support database access and other processing on the server.</li> <li>• The database server sizing needs vary based on the additional volume of databases on the database server and expected document and user volumes.</li> <li>• Server Class – minimum 4 cores; for optimal performance, MHC recommends 3.0+ GHz processors</li> <li>• Minimum memory requirements: 8 GB memory for a low volume implementation and a minimum of 16 GB memory for a moderate volume implementation or any size implementation that uses a virtualized database server</li> </ul> <p><b>Note:</b> <i>If using an Oracle database, Oracle Client Software must be installed on machines running the mhcProcessController, DSS Web Application and mhcDEConnect component.</i></p> |
| <b>Storage Space Requirements for Database:</b> | <ul style="list-style-type: none"> <li>• 10 GB available Hard Disk space, plus additional Hard Disk space as required for the number of documents to be stored (allow 10-20 KB per document for moderate or high document retrieval frequencies)</li> <li>• To estimate space required for the database, contact your MHC Account Executive or Document Self-Service Implementation Lead to leverage the Document Self-Service Technical Sizing Worksheet.</li> </ul>   |

## >>Application Server Software Components

| Application Server Components   | MHC Document Self-Service Web Application, mhcProcessController, mhcFrameworkConfigMgr  |
|---|---|
| <p><b>Component Description:</b></p>  | <p>The <b>Document Self-Service Web Application</b> allows administrators to configure and manage the system and end-users/employees to view and manage their tax documents (W-2s, 1095-Cs, 1098-Ts, T4s, 1099s and more), payroll documents and/or any other type of employee document. The DSS Web Application interacts with the <b>DSS Database</b> to serve up the applicable web pages related to the administrative or end-user functionality.</p> <p>The <b>mhcProcessController</b> serves as the backbone of the document management system to control the discovery (identification), validation, ingestion, publication and email management related to documents in the Document Repository for subsequent use by administrative users or end users. The mhcProcessControllerConfig application is used to configure the mhcProcessController settings. The mhcProcessController runs as a Windows® service. It can be run on the same machine where the DSS Web Application runs, and/or it can optionally be run on other machines to distribute the load. The requirements for running the mhcProcessController on an additional non-server grade client machine are listed in the client components section below.</p> <p>The <b>mhcFrameworkConfigMgr</b> allows organizations to log in and configure valid database connections for the MHC Document Self-Service™ application components. The application creates a mhcFrameworkConfig.xml file that is accessed by several MHC components. This application is typically installed on the application server.</p> |
| <p><b>Minimum Hardware Requirements:</b></p> <p>Low Volume Implementations Only (&lt;20,000 documents/year)</p> | <ul style="list-style-type: none"> <li>• Server Class CPU – minimum 4 cores; for optimal performance, 3.0+ GHz processors recommended</li> <li>• 8+ GB RAM (2 GB per core)</li> <li>• 10 GB available Hard Disk space to support the code and system log files (recommended retention rate for system log files is 30 days), plus additional Hard Disk space as required for the Image Files and database records, per the DSS Technical Sizing Worksheet</li> <li>• 100 Mb/second network minimum; 1 Gb/second provides optimal performance</li> </ul>   |
| <p><b>Additional Hardware Requirements for High-Performance Configuration:</b></p>                              | <ul style="list-style-type: none"> <li>• Server Class CPU – minimum 8 cores; for optimal performance, 3.0+ GHz processors recommended</li> <li>• 32 GB RAM (4 GB per core)</li> <li>• 1 Gb/second network</li> <li>• (OPTIONAL) mhcProcessController installed on a separate server from the DSS Web Application running in Internet Information Services (IIS)</li> <li>• (OPTIONAL) 50 GB available Hard Disk space to store extra backups of system log files, plus additional Hard Disk space as required for Image Files and database records</li> <li>• (OPTIONAL) Hot Swappable hard drives and the use of RAID Controllers; redundant power supply</li> </ul>   |

| Application Server Components                 | MHC Document Self-Service Web Application, mhcProcessController, mhcFrameworkConfigMgr   |
|---|--|
| <b>Storage Space Requirements for Images:</b> | <ul style="list-style-type: none"> <li>• 10 GB available Hard Disk space, plus additional Hard Disk space as required for the number of documents to be stored (allow 10 KB per document or up to 100 KB per document for graphical or large employee documents)</li> <li>• Please contact your MHC Account Executive for the DSS Technical Sizing Worksheet to support sizing analysis.</li> </ul> <p><i><b>Note:</b> The document files are stored on one or more drives, as configured by the System Administrator, accessible to the mhcProcessController and the DSS Web Application. For Document Express customers, the encrypted PDF files will be created and temporarily stored in one or more designated locations until the files are discovered and processed by Document Self-Service.</i></p>   |
| <b>Software Requirements:</b>                 | <ul style="list-style-type: none"> <li>• Windows® Server 2016, 2012R2, 2012, 2008R2, 2008</li> <li>• Windows® 10 (for supplementary mhcProcessController installations)</li> <li>• Windows® 7 (for supplementary mhcProcessController installations)</li> <li>• Internet Information Services (IIS) version 10, 8, 7.5, 7</li> <li>• .NET Framework 4.7, 4.6.1</li> <li>• ASP.NET</li> </ul> <p><i><b>Note:</b> If using an Oracle database, Oracle Client Software must be installed on machines running the mhcProcessController, mhcFrameworkConfigMgr, and DSS Web Application. Note that the 32-bit and 64-bit Oracle Client versions may be required depending on the impacted machine and the applications in use.</i></p>  |
| <b>Database Requirements:</b>                 | <ul style="list-style-type: none"> <li>• SQL Server: An administrative account is required to log in and run an installation script to create the DSS Database. A valid connection string to the DSS Database is required with a newly created “mhcUser” user who is granted full access control to the DSS Database.</li> <li>• Oracle: An administrative account is required to log in and run an installation script. This administrative account needs to have the necessary permissions to create an Oracle user/schema with sufficient permissions.</li> <li>• For user authentication using external systems, the connection information to the external authentication engine is required during system configuration.</li> <li>• For retrieval of user attribute data using external systems, a valid read-only database connection to the external data source is required.</li> </ul> |

| Application Server Components                | MHC Document Self-Service Web Application, mhcProcessController, mhcFrameworkConfigMgr  |
|--|---|
| <b>Network Requirements:</b>                 | <ul style="list-style-type: none"> <li>• Connection to a TCP/IP network that allows access for users running the <b>DSS Web Application and the MHC Document Express application</b>.</li> <li>• mhcProcessController and MHC Document Express machines require read access to the mhcProductLicense and mhcFrameworkConfig files.</li> <li>• If the <b>DSS Web Application</b> is on the Internet or another public network, MHC recommends that the customer plan to address firewall needs and procure/install a certificate.</li> <li>• DSS Web Application end-user authentication can be configured to connect to one of MHC's standard authentication methods: Active Directory, Infor Lawson LSF or Infor Lawson Landmark. All other authentication integration options should be discussed with your MHC Account Executive.</li> <li>• The DSS Web Application and mhcProcessController will require full control of several key folders that need to be set up as shares on one or more drives.</li> </ul> <p><i><b>Note:</b> If network users have IPV6 IP addresses, contact your MHC Account Executive to discuss product compatibility.</i></p> |
| <b>Recommended Operational Requirements:</b> | <ul style="list-style-type: none"> <li>• The system should be available on a 24 x 7 basis.</li> <li>• Database backup procedures should be in place and scheduled.</li> <li>• The server should be in a secure location, since it may store sensitive documents.</li> <li>• (OPTIONAL) A backup server should be available in case the primary server becomes unavailable.</li> </ul>   |

***A technical sizing worksheet is available to help with your technology planning. Contact an MHC Account Executive at (800) 588-3676 for more details.***

>>Client Software Components

| Client Components  | Document Self-Service Administrative and End-User Viewer   | mhcProcessController<br>(may run on the web app server and optionally on one or more client machines)  | Document Express and mhcDEConnect  |
|--|--|--|--|
| <p><b>Component Description:</b></p>   | <p>The <b>Document Self-Service Administrative Viewer web access</b> allows system administrators and authorized functional resources to control which documents are viewable via DSS by end users/employees.</p> <p>The <b>Document Self-Service End-User Viewer web access</b> allows authenticated end users to view and print their individual document images. Both views into the DSS application are served by the DSS web application running under IIS. The end-user web application functionality may be accessed through the browsers listed in the Software Requirements section below. The administrative user functionality is supported using Microsoft Edge or Internet Explorer® 11, 10 or 9.</p> | <p>The <b>mhcProcessController</b> serves as the backbone of the document management system to control the identification/discovery, validation, ingestion, publication and email management related to documents in the document repository for subsequent use by administrative users or end users.</p>                                  | <p>The <b>MHC Document Express (DE)</b> application is used to process many types of documents, including payroll documents, tax documents and employee documents. <b>Document Express</b> creates an encrypted PDF of the document images per the configuration set up for a given collection of documents.</p> <p>All machines running DE and posting documents to Document Self-Service <b>MUST</b> also run <b>mhcDEConnect</b>. mhcDEConnect installs components on the Document Express machines that are used to communicate with the DSS 5.2 database.</p> |
| <p><b>Minimum Hardware Requirements:</b></p>                                       | <ul style="list-style-type: none"> <li>Any device capable of running the required software as listed below.</li> </ul>   | <ul style="list-style-type: none"> <li>Intel® Core™ i5 (x64) Processor or equivalent</li> <li>4 GB RAM</li> <li>(OPTIONAL) 2 GB available Hard Disk space to store log files beyond the recommended 30 day retention period.</li> </ul>  | <ul style="list-style-type: none"> <li>See the Document Express Technical Requirements for full details</li> </ul>   |
| <p><b>Additional Hardware Requirements for High-Performance Configuration:</b></p> | <ul style="list-style-type: none"> <li>Any device capable of running the required software as listed below</li> </ul>  | <ul style="list-style-type: none"> <li>Server Class CPU – minimum 8 cores; for optimal performance, 3.0+ GHz processors recommended</li> <li>8-32 GB RAM (depends on volume and whether it is standalone)</li> <li>(OPTIONAL) 2 GB available Hard Disk space to store log files beyond the recommended 30 day retention period.</li> </ul> | <ul style="list-style-type: none"> <li>Intel® Core™ i7 (x64) Processor</li> <li>4+ GB RAM</li> </ul>   |

| Client Components             | Document Self-Service Administrative and End-User Viewer   | mhcProcessController (may run on the web app server and optionally on one or more client machines)  | Document Express and mhcDEConnect   |
|-------------------------------|--|---|---|
| <b>Software Requirements:</b> | <ul style="list-style-type: none"> <li>Windows® Server 2016, 2012R2, 2012, 2008R2, or 2008 or Windows® 10, Windows® 8, or Windows® 7.</li> <li><b>Administrative Users: Microsoft Edge, Internet Explorer®</b> (11, 10 or 9)</li> <li><b>End-Users/Employees:</b> Either <b>Microsoft Edge, Internet Explorer®</b> (11, 10 or 9), <b>Chrome</b> or <b>Firefox™</b> (version 10 or newer) browser must be installed. Note: Mac users must use <b>Firefox®</b> (version 10 or newer) or <b>Safari®</b> (version 5.1 or newer, with pop-up blocker turned off). MHC also supports a simplified mobile browser view on iPhone and Android mobile devices for end-user functionality (Note: the mobile browser view is not supported when the Document Viewing Security feature is enabled, and Google Drive must be disabled to view documents).</li> <li><b>Adobe® Reader®</b> (version DC, 11(XI), 10(X) or 9) or <b>Adobe® Acrobat®</b> (version 11(XI), 10(X) or 9) must be installed for all users using a browser that does not include built-in PDF viewing support.</li> </ul> | <ul style="list-style-type: none"> <li>Windows® Server 2016, 2012R2, 2012, 2008R2, or 2008 or Windows® 10 or Windows® 7</li> <li>.NET Framework 4.7, 4.6.1</li> </ul> | <ul style="list-style-type: none"> <li>.NET Framework 4.6.1</li> <li>See the Document Express Technical Requirements</li> <li><b>Note:</b> <i>If using an Oracle database, Oracle Client Software (32-bit and 64-bit) must be installed on machines running mhcDEConnect and Document Express.</i></li> </ul> |
| <b>Database Requirements:</b> | <ul style="list-style-type: none"> <li>Not applicable</li> </ul>   | <ul style="list-style-type: none"> <li>Requires a connection to the DSS Database via a configuration file</li> </ul>  | <ul style="list-style-type: none"> <li>Requires a connection to the DSS Database via a configuration file</li> <li>See the Document Express Technical Requirements</li> </ul>   |
| <b>Network Requirements:</b>  | <ul style="list-style-type: none"> <li>Connection to a TCP/IP network that allows access to the DSS technical components</li> <li>mhcProcessController and MHC Document Express machines require read access to the mhcProductLicense and mhcFrameworkConfig files.</li> </ul> <p><b>Note:</b> <i>If network users have IPV6 IP addresses, contact your MHC Account Executive to discuss product compatibility.</i></p>  |   |   |

The Infor logo, consisting of the word "infor" in white lowercase letters on a red square background.

## Tab 9: Project Scope - Pricing



## Exhibit 5

Please include this Excel document on your electronic format version (unlocked).

Infor Response: Infor has completed Exhibit 5 in its native format, and it is included in our electronic submission.

The logo for Infor, consisting of the word "infor" in white lowercase letters on a red square background.

## Tab 10: Purchasing Forms



Purchasing Forms – attach all other completed purchasing forms

## 7.1 Certification of Proposal

Infor Response: Infor has completed the Certification of Proposal, and it starts on the following page.

bid are considered to be available for public inspection and copying unless the public record is confidential and/or exempt.

#### **6.42 How to Designate Information as Confidential and/or Exempt**

If a proposer believes that its response contains information that is confidential and/or exempt (as defined by Florida or Federal law) and should be withheld from disclosure to the public, in such cases the proposer must:

1. Provide a **redacted** hard copy of its response which will be available for public inspection.
2. Provide an electronic copy of the **redacted** document in a pdf format (CD or flash drive).
3. Provide one (1) original and nine (9) **unredacted** copies of the proposal in a separate envelope, with the confidential and/or exempt information highlighted in yellow.
4. On the outside of the envelope containing the **unredacted** document, provide a general description of the information proposer has designated as confidential and/or exempt, and provide a reference to the appropriate Florida or Federal statute supporting the confidential and/or exempt classification.

#### **6.43 How the City will Handle Material Identified as Confidential and/or Exempt**

The City's evaluators will be provided with the complete proposal, including any confidential and/or exempt information. The City evaluators will maintain the confidentiality of the information through the evaluation process, including any recorded evaluation Committee meetings. In the event a public record request is made to view the information which proposer claims is confidential and/or exempt, the City will notify the proposer and give the proposer a reasonable opportunity (generally 2 business days) to institute appropriate legal action to prevent the disclosure of the information claimed as confidential and/or exempt.

All public records submitted to the City, including those claimed as confidential and/or exempt, will be retained by the City and will not be returned to a proposer at the conclusion of the bidding process.

#### **6.44 City's Position Regarding Claims of Confidential and/or Exempt Information**

The City offers no opinion as to whether a proposer's reference to any Florida or Federal statute is correct and/or accurate. The City does not warrant or guarantee that any information designated by a proposer as confidential and/or exempt from disclosure conforms to the requirements of Florida or Federal law.

#### **6.45 Proposer to Defend, Indemnify, and Hold City Harmless in the Event of a Public Records Request**

Proposer should be aware that the designation of information as confidential and/or exempt may be challenged in court by any person or entity. By designating information as confidential and/or exempt, the proposer agrees to defend the City, its employees, agents and elected and appointed officials ("Indemnified Parties") against all claims and actions (whether or not a lawsuit is commenced) related to a proposer's designation of information as confidential and/or exempt, and to hold harmless the Indemnified Parties for any award to a plaintiff for damages, costs and attorneys' fees, and for costs and attorneys' fees (including those of the City Attorney's office) incurred by the City by reason of any claim or action arising out of or related to a proposer's designation of information as confidential and/or exempt.

#### **6.46 Waiver of Claim of Confidential and/or Exempt**

Failure to comply with the requirements above shall be deemed a waiver by a proposer to claim that the information in its proposal is confidential and/or exempt.

## **7 Certifications and Forms**

### **7.1 Certification of Proposal**

Explanation: This certification attests to the proposer's awareness of, and agreement to the content of this ITN and all accompanying provisions contained herein.

Action: Proposer is to ensure that the following certificate is duly completed and correctly executed by an authorized officer of your Company.

This proposal is submitted in response to Invitation to Negotiate CMGR-180083-MS issued by the City of Gainesville. The undersigned, as a duly authorized officer, hereby certifies that

Infor Public Sector, Inc.  
(Respondent Company Name-Legal and d/b/a Name of Responding Entity)

13560 Morris Road, Suite 4100, Alpharetta, GA 30004  
Respondent Company Address

N/A  
Respondent's License Number (if applicable)

agrees to be bound by the content of this proposal and agrees to comply with the terms, conditions and provisions of the referenced Invitation to Negotiate (ITN) and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the ITN. The proposal shall remain in effect for a period of one hundred sixty (160) calendar days as of the Due Date for responses to the ITN.

The undersigned certifies that to the best of his/her knowledge: (check one pf the below and provide information if required)

There is no Commissioner or employee of the City of Gainesville who has, or whose Relative has, an Interest in the entity or entities making this proposal.

There are Commissioner(s) and/or employee(s) of the City of Gainesville who have, and/or whose Relative(s) have, an Interest in the entity or entities making this proposal. Describe the nature of the interest held by each trustee, employee, or Relative of the trustee or employee (for example, grandson of Employee X owns the Company or spouse of Employee Y is a director of the Company).

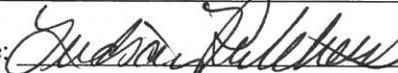
“Interest” for purposes of this disclosure includes the following: director, trustee, officer, or employee of an entity, any contract with an entity (including consulting), or any partner, proprietor, stock, equity, or other ownership interest in an entity.

“Relative” for the purpose of this disclosure is an individual who is related to the trustee or employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great grandchild, person who is engaged to be married to the trustee or employee or who otherwise holds himself or herself out as or is generally known as the person whom the trustee or employee intends to marry or with whom the trustee or employee intends to form a household, or any other natural person having the same legal residence as the trustee or employee”

The undersigned further certifies that their firm (check one)  IS or  IS NOT currently debarred, suspended, or proposed for debarment by any federal entity. The undersigned agrees to notify the City of any change in this status, should one occur, until such time as an award has been made under this procurement action.

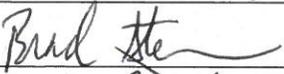
Person(s) authorized to negotiate in good faith on behalf of this firm for purposes of this Invitation to Negotiate are:

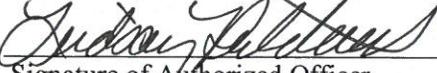
Name: Lindsay Pritchard or her designee Title: Associate General Counsel

Signature:  Date: 6/26/18

Email: lindsay.pritchard@infor.com

Name: Brad Steiner or his designee Title: VP & Deputy General Counsel

Signature:  Date: 6/28/18

Signature of Authorized Officer:  Date: 6/26/18

Lindsay Pritchard Email: lindsay.pritchard@infor.com

Printed Name

**7.2 Addenda**

The Bidder hereby acknowledges receipt of Addenda Nos. 1 , 2 , 3 , 4 , 5 , to these Specifications.

6 , 7

**7.3 Taxes**

The Bidder agrees that any applicable Federal, State and Local sales and use taxes, which are to be paid by City of Gainesville, are included in the stated bid prices. Since the City of Gainesville is generally exempt from taxes for equipment, materials and services, it is the responsibility of the Contractor to determine whether sales taxes are applicable. The Contractor is liable for any applicable taxes which are not included in the stated bid prices.

Note: THE CITY RESERVES THE RIGHT TO ADD OR DELETE LOCATIONS, SERVICES, ITEMS, MATERIALS OR ANY OTHER ASPECTS OF CONSIDERATION FROM THIS CONTRACT SHOULD IT BE IN THE BEST INTEREST OF THE CITY. THE CONTRACT PRICE WILL BE ADJUSTED ACCORDINGLY UPON MUTUAL NEGOTIATION AND AGREEMENT OF THE CONTRACTOR AND THE CITY'S REPRESENTATIVE.

**7.4 Local Preference (check one)**

Local Preference requested:  YES  NO

A copy of your Business tax receipt and Zoning Compliance Permit should be submitted with your bid if a local preference is requested. (see Exhibit C)

**7.5 Qualified Local Small and/or Disabled veteran Business Status (check one)**

Is your business qualified as a Local Small Business in accordance with the City of Gainesville Small Business Procurement Program? (see attached Exhibit A)  YES  NO

Is your business qualified as a Local Service-Disabled Veteran Business in accordance with the City of Gainesville Small and Service-Disabled Veteran Business Procurement Program? (see attached Exhibit A)  YES  NO

SIGNATURE ACKNOWLEDGES THAT: (check one)

- Bid is in full compliance with the Specifications.
- Bid is in full compliance with specifications except as specifically stated and attached hereto.

Signature also acknowledges that Bidder has read the current City of Gainesville Debarment/Suspension/Termination Procedures and agrees that the provisions thereof shall apply to this bid.

(CORPORATE SEAL)

ATTEST:

BIDDER: Infor Public Sector, Inc.

  
\_\_\_\_\_

Signature

By: Brad Steiner

Title: VP & Deputy General Counsel

  
\_\_\_\_\_

Signature

By: Lindsay Pritchard

Title: Associate General Counsel

## Exhibit 9 – Tabulation of Subcontractors

Infor Response: Infor has completed Exhibit 9, and it starts on the following page.

### QUALIFIED LOCAL SMALL BUSINESS UNAVAILABILITY FORM

This form will assist you in meeting your Good Faith Efforts requirements. *Please TYPE or PRINT legibly. Use additional sheets as necessary.*

**\*Note:** Keep all relevant documentation that verifies opportunities were provided to Qualified Local Small Businesses. If it is not evident that your firm made Good Faith Efforts to maximize the Qualified Local Small Businesses, you will be asked to submit documentation.

BUSINESS RESPONSES: **1** -Did not bid in response to the invitation; **2** -Submitted a bid which was not the low responsible bid; **3** - Please specify other.

| Qualified Local Small Business Name | Business Phone Number | Description of Work/Material Sought | Response of Business (1, 2 or 3) | Notes:                   |
|-------------------------------------|-----------------------|-------------------------------------|----------------------------------|--------------------------|
| Validity Solutions/Tomeka Bell      | 856-357-0278          | Implementation services TBD         | 1                                | * See note below table.  |
| Lakshmi Consulting Services LLC     | 512-426-8757          | Professional Consulting Services    | 3                                | HR Functional Consulting |
|                                     |                       |                                     |                                  |                          |
|                                     |                       |                                     |                                  |                          |
|                                     |                       |                                     |                                  |                          |
|                                     |                       |                                     |                                  |                          |
|                                     |                       |                                     |                                  |                          |

The undersigned representative of the prime contractor confirms that the above Qualified Local Small Businesses were invited to participate as subcontractors

\*It is an Infor Inc. policy to consider a wide range of diversity partners when making purchasing decisions throughout the United States and to offer minority, women and small disadvantaged owned businesses an opportunity to compete on an equal basis with all other bidders. Should the City include us in the next phase of the procurement process or you require us to provide additional efforts to show good faith, Infor will be happy to work with you to do so.

and/or materials suppliers in the prime contractor's the bid/proposal for the City of Gainesville.

Bidding/Proposing Company: Infor Public Sector, Inc. Form Completed By: Lindsay Pritchard

Title: Associate General Counsel

Signature: 

Date: 6/26/18

## Exhibit D - DRUG FREE WORKPLACE FORM

Infor Response: Infor has completed Exhibit D, and it starts on the following page.

CITY OF GAINESVILLE

Exhibit D - DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

Infor Public Sector, Inc. does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty of nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United State or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Respondent's Signature

6/26/18

Date

## Exhibit E - AFFIDAVIT OF NON-COLLUSION

Infor Response: Infor has completed Exhibit E, and it starts on the following page.

CITY OF GAINESVILLE

Exhibit E - AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under the penalty of perjury:

- (1) That I am the respondent (if the respondent is an individual), a partner of the respondent (if the respondent is a partnership), or an officer or employee of the bidding corporation with authority to sign on its behalf (if the respondent is a corporation);
- (2) That the attached proposal or proposals have been arrived at by the respondent independently, and have been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition.
- (3) That the contents of the bid or bids have not been communicated by the respondent or its employees or agents to any person not an employee or agent of the respondent or its surety on any bond furnished with the bid or bids; and
- (4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

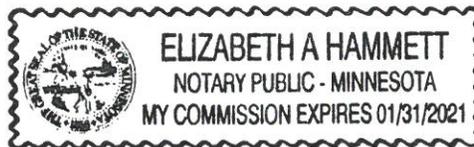
Signed: *Andrew Peterson*

Firm Name: Infor Public Sector, Inc.

Subscribed and sworn to before me this 26<sup>th</sup> day of June 2018

Elizabeth A Hammett

Notary Public



My Commission expires January 31, 2021.

Respondent's E.I. Number: 94-2913642

(Number used on Employer's Quarterly Federal tax return)

## Exhibit F - DEBARRED AND SUSPENDED RESPONDENTS

Infor Response: Infor has completed Exhibit F, and it starts on the following page.



## Exhibit F - DEBARRED AND SUSPENDED RESPONDENTS

### Breach of Contract

#### 1. Scope.

This policy prescribes policies and procedures relating to:

- (a) the debarment of respondents for cause;
- (b) the suspension of respondents for cause under prescribed conditions;  
and,
- (c) the rejection of bids, revocation of acceptance and termination of contracts for cause.

It is directly applicable to the advertised and negotiated purchases and contracts, for equipment and services of the City.

#### 2. General.

Debarment and suspension are measures which may be invoked by the City either to exclude or to disqualify respondents and contractors from participation in City contracting or subcontracting. These measures should be used for the purpose of protecting the interests of the City and not for punishment. To assure the City the benefits to be derived from the full and free competition of interested respondents, these measures should not be instituted for any time longer than deemed necessary to protect the interests of the City, and should preclude awards only for the probably duration of the period of non-responsibility.

#### 2.1 Definitions.

- (a) "Debarment" means, in general, an exclusion from City contracting and subcontracting for a reasonable, specified period of time commensurate with the seriousness of the offense, improper conduct or the inadequacy of performance.
- (b) "Suspension" means a disqualification from City contracting and subcontracting for a temporary period of time because a concern or individual is suspected upon adequate evidence (See Section 6) of engaging in criminal, fraudulent, improper conduct or inadequate performance.
- (c) A "debarment list" or "debarred bidders list" means a list of names of concerns or individuals against whom any or all of the measures referred to in this policy have been invoked.
- (d) "Bidders" means, wherever the term is used in this policy, an offerors bidding pursuant to an invitation for bids or a request for proposals.
- (e) "Affiliates" means business concerns which are affiliates of each other when either directly or indirectly one concern or individual controls or has the power to control another, or when a third party controls or has the power to control both.

- (f) "Business operations" means commercial or industrial activity engaged in regularly and continuously over a period of time for the purpose of receiving pecuniary benefit or otherwise accomplishing an objective. "Business operations" constitute and are equivalent to "carrying on business", "engaged in business", "doing business".
3. Establishment and Maintenance of a List of Concerns or Individuals Debarred or Suspended.
- (a) The Procurement Department shall establish and maintain on the basis contained in Sections 6 and 6.1, a consolidated list of concerns and individuals to whom contracts will not be awarded and from whom bids or proposals will not be solicited.
- (b) The list shall show as a minimum the following information:
- (1) the names of those concerns or individuals debarred or suspended (in alphabetical order) with appropriate cross-reference where more than one name is involved in a single action;
  - (2) the basis of authority for each action;
  - (3) the extent of restrictions imposed; and,
  - (4) the termination date for each debarred or suspended listing.
- (c) The list shall be kept current by issuance of notices of additions and deletions.
4. Treatment to be Accorded Firms or Individuals Debarred or Suspended
- Firms or individuals listed by the Purchasing Department as debarred or suspended shall be treated as follows.
- (a) Total restrictions. A contract shall not be awarded to a concern or individual that is listed on the basis of a Section 5(a)(1), (2) or (3) felony "conviction", or to any concern, corporation, partnership, or association in which the listed concern or individual has actual control or a material interest; nor shall bids or proposals be solicited therefrom. However, when it is determined essential in the public interest by the City Commission, an exception may be made with respect to a particular procurement action where the individual or concern is effectively the sole source of supply or it is an emergency purchase.
- (b) Restrictions on subcontracting. If a concern or individual listed on the debarred and suspended bidders list is proposed as a subcontractor, the Purchasing Department shall decline to approve subcontracting with that firm or individual in any instance in which consent is required of the City before the subcontract is made, unless it is determined by the City to grant approval City Commission essential to public interest and the individual or concern is effectively the sole source of supply or it is an emergency purchase.
5. Causes and Conditions Applicable to Determination of Debarment.
- Subject to the following conditions, the Department of Management and Financial Services is authorized to debar a firm or individual in the public interest for any of the following causes occurring with ten (10) years of debarment.
- (a) Causes

- (1) "Conviction" for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract, or subcontract thereunder, or in the performance of such contract or subcontract.
  - (2) "Convictions" of embezzlement, theft, forgery, issuance of worthless checks, bribery, falsification or destruction of records, perjury, or receiving stolen property where the conviction is based upon conduct which arose out of, or was related to, business operations of the respondent.
  - (3) "Conviction" for bid-rigging activities arising out of the submission of bids or proposals.
  - (4) Violation of contract provisions, as set forth below, of a character which is regarded by the City to be so serious as to justify debarment action:
    - (i) willful failure to perform in accordance with the specifications or within the time limit provided in the contract;
    - (ii) a record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts. Failure to perform or unsatisfactory performance caused by acts beyond the control of the firm or individual as a Vendor shall not be considered to be a basis for debarment.
  - (5) Debarment by any other governmental agency.
- (b) Conditions.
- (1) Debarment for any of the causes set forth in this section shall be made only upon approval of the Department of Management and Financial Services.
  - (2) The existence of any of the causes set forth in (a) of this section does not necessarily require that a firm or individual be debarred except as provided in 4(a). In each instance, whether the offense or failure, or inadequacy of performance, be of criminal, fraudulent, or serious nature, the decision to debar shall only be made if supported by a preponderance of the credible evidence available. Likewise, all mitigating factors may be considered in determining the seriousness of the offense, failure, or inadequacy of performance, in deciding whether debarment is warranted. The actual or apparent authority of an involved individual, the present relationship of involved individuals with the respondent, the past performance of the individual or concern, and the relationship of the violation to the services or materials involved shall be considered.
  - (3) The existence of a cause set forth in (a)(1), (2), and (3) of this section shall be established by criminal "conviction" by a court of competent jurisdiction. In the event that an appeal taken from such conviction results in reversal of the "conviction", the debarment shall be removed upon the request of the respondent (unless other causes for debarment exists). for the purposes of this policy, the following shall have the same effect as a "conviction": pleading guilty or nolo contendere, or being found guilty by a jury or court of, the offense in question, regardless of whether probation is imposed and adjudication withheld.

- (4) The existence of a cause set forth in (a)(4) and (5) of this section shall be established by a preponderance of credible evidence by the Department of Management and Financial Services.
- (5) Debarment for the cause set forth in (a)(5) of this section (debarment by another agency) shall be proper if one of the causes for debarment set forth in (a)(1) through (4) of this section was the basis for debarment by the original debarring agency. Such debarment may be based entirely on the record of facts obtained by the original debarring agency, or upon a combination of such facts and additional facts.

#### 5.1 Period of Debarment.

- (a) Debarment of a firm or individual shall be for a reasonable, definitely stated period of time commensurate with the seriousness of the offense or the failure or inadequacy or performance. As a general rule, a period of debarment shall not exceed five (5) years. However, when partial or total debarment for an additional period is deemed necessary, notice of the proposed additional debarment shall be furnished to that concern or individual in accordance with Section 8.
- (b) A debarment may be removed or the period thereof may be reduced by the City Manager upon the submission of an application supported by documentary evidence, setting forth appropriate grounds for the granting of relief; such as newly discovered material evidence, reversal of a conviction, bona fide change of ownership or management, or the elimination of the causes for which the debarment was imposed. The City Manager may request additional information, shall consider all relevant facts, and shall render a decision within twenty (20) days of receipt of the application unless a longer period is warranted under the circumstances.

#### 6. Suspension of Respondents.

- (a) Suspension is a drastic action and, as such, shall not be based upon an unsupported accusation. In assessing whether evidence exists for invoking a suspension, consideration should be given to the amount of credible evidence which is available, to the existence or absence of corroboration as to important allegations, as well as to the inferences which may properly be drawn from the existence or absence of affirmative facts. This assessment should include an examination of basic documents, such as contracts, inspection reports, and correspondence. In making a determination to suspend, the Department of Management and Financial Services shall consider the factors set forth in Section 5(b)(2). A suspension may be modified by the City Manager as described in Section 5.1(b).

#### 6.1 Causes and Conditions Under Which the City May Suspend Contractors

- (a) The Department of Management and Financial Services may, in the interest of the City, suspend a firm or individual when the firm or individual is suspected, upon credible evidence, of having committed one or more the following act(s) within three (3) years of the date of suspension:
  - (1) Commission of fraud or a criminal offense as an incident to obtaining, attempting to obtain, or in the performance of a public contract;
  - (2) Violation of statutes concerning bid-rigging activities out of the submission of bids and proposals; and,

- (3) Commission of embezzlement, theft, forgery, issuance of worthless checks, bribery, falsification, or destruction of records, perjury, receiving stolen property. Commission of any other offense indicating a lack of business integrity or business honesty which seriously and directly affects the question of present responsibility as a City contractor.

## 6.2 Period of Suspension.

- (a) All suspension shall be for temporary period pending the completion of an investigation and such legal proceedings as may ensue. In the event that prosecution has not been initiated within twelve (12) months from the date of the suspension, the suspension shall be terminated. Upon removal of suspension, consideration may be given to debarment in accordance with Section 5 of this policy.

## 7. Scope of Debarment or Suspension.

- (a) A debarment or suspension may include all known affiliates of a concern or individual.
- (b) Each decision to include a known affiliate within the scope of a proposed debarment or suspension is to be made on a case-by-case basis, after giving due regard to actual or apparent authority of the controlling concern or individual and similarity of the services provided by the affiliate to those provided by the debarred individual or concern.
- (c) The criminal, fraudulent, or seriously improper conduct of an individual may be imputed to the business concern with which he is connected, where such impropriety was accomplished within the course of his official duty or apparent authority, or was effected by him with the knowledge and approval of that concern. When the individual was an officer of the concern, knowledge and approval may be presumed. Likewise, where a concern is involved in criminal, fraudulent, or seriously improper conduct, any individual who was involved in the commission of the impropriety may be debarred or suspended.

## 8. Notice of Debarment or Suspension.

When the Department of Management and Financial Services seeks to debar or suspend a concern or individual (or any affiliate thereof) for cause, it shall furnish that party with a written notice:

- (1) stating that debarment or suspension is being considered;
- (2) setting forth the reasons for the proposed action;
- (3) indicating that such party will be afforded an opportunity for a hearing if he so requests one within ten (10) days; and,
- (4) indicating that such party may make a written response in accordance with Section 9 (a).

## 9. Response to Notice of Debarment or Suspension.

- (a) In lieu of requesting a hearing within the prescribed ten (10) day period, the party may, within said ten (10) day period, notify the City of its intent to provide a written reply and submit written evidence to contest the debarment or suspension. Such written evidence must be submitted within twenty (20) days after receipt of the notice of proposed debarment or suspension in order for it to be considered.

- (b) Whatever response is received to the notice of intent to debar or suspend, such will be considered in determining whether debarment or suspension action will be made. Where a reply is received to the notice of intent to debar or to suspend, and evidence to refute such action is furnished but no hearing is requested, the information furnished will be considered in determining the action to be taken.
  - (c) If a hearing is requested, it shall be conducted by the City Manager. The hearing will be held at a location convenient to the City as determined by the City Manager and on a date and at a time stated. An opportunity shall be afforded to the firm or individual to appear with witnesses and counsel, to present facts or circumstances showing cause why such firm or individual should not be debarred or suspended. The proceeding shall be of an informal nature as determined by the City Manager. After consideration of the facts, the City Manager shall notify the firm or individual of the final decision.
  - (d) If no response is made to the notice of debarment or suspension within the first ten (10) day period, the decision of the Department of Management and Financial Services shall be deemed final and the party so notified.
10. Rejection of Bids, Breach of Contract.
- (a) Previously solicited and/or accepted bids may be rejected or acceptance revoked prior to beginning of performance upon discovery by the City that the respondent or its affiliates have committed any act which would have been cause for debarment.
  - (b) If after a contract is awarded and performance has been begun the City discovers that the respondent or its affiliates have committed any act prior to award or acceptance which would have been cause for debarment had it been discovered prior to solicitation or acceptance, the City may consider such to be a material breach of the contract and such shall constitute cause for termination of the contract.
  - (c) If after bids have been solicited and/or accepted or after a contract is awarded and performance begun, the City discovers that the respondent or its affiliates committed any act prior to award or acceptance which would have been cause for debarment or suspension had it been discovered prior to solicitation or acceptance, the City may require additional satisfactory assurances that such act(s) have not occurred and that the contract can and will be faithfully performed. If additional assurances are requested and are not satisfactory or if the respondent or its affiliates fail to immediately cooperate with all reasonable requests, including requests for information reasonably calculated to lead to the discovery of relevant evidence, then such may be considered a material breach of the contract and such shall constitute cause for termination of the contract.

## CITY OF GAINESVILLE

CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION,  
AND OTHER RESPONSIBILITY MATTERS

The Primary Participant (potential contractor for a major third-party contract), Infor Public Sector, Inc. certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission or any of the offenses enumerated in paragraph (2) of this certification; and
- \*4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(If the primary participant (potentially third-party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification).

THE PRIMARY PARTICIPANT (POTENTIAL CONTRACTOR FOR A MAJOR THIRD-PARTY CONTRACT), Infor Public Sector, Inc., CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTION 3801 ET. SEQ. ARE APPLICABLE THERETO.



Signature and Title of Authorized Official

Lindsay Pritchard, Associate General Counsel

\* As with all large software companies, clients have returned software or sought other means to dissolve a relationship with Infor, including termination of their agreement. Where this occurs, Infor's standard procedure is to achieve an amicable resolution by directing its efforts to resolving disputes through communication and dialogue. The preparer is not aware of any currently pending or prior dispute, claim or action that would be likely to materially and adversely impact the work proposed in this RFP Response or Infor's ability to provide the requested products and services.

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Although it is Infor's desire to be completely responsive to your request, ensuring the confidentiality of past and existing clients is also important to us. Many of our contracts require, as an integral part of the contract, that the details of the customer/vendor relationship be kept confidential. As a result, Infor is not able to report on contract terminations that may have occurred during the past three years.

The logo for 'infor' is displayed in white lowercase letters on a red square background.

## Tab 11: Certifications and Qualifications



### 3.1 Minimum Qualifications

A. Must be authorized to transact business in the State of Florida. Please submit registration from Florida Department of State, Division of Corporations.

Infor Response: Infor is authorized to transact business in the State of Florida. The proof of registration is available at this link: [Infor State of Florida registration](#)

### 3.2 Preferences

A. The City prefers proposers to have experience in implementing more than one product. If applicable, provide a list of implemented products and the associated entity in Tab 11, Certifications and Qualifications.

Infor Response: Infor Services consultants have certifications and implementation experience with all our solution components. Additionally, our resources have interfaced Infor products to virtually all ancillary systems in the government marketplace. We have a large, diverse set of clients with many other third-party systems that need to communicate with the Infor ERP solution set.

B. The City prefers proposer to be a member of CSA (Cloud Security Alliance). Provide documentation in Tab 11, Certifications and Qualifications.

Infor Response: Infor SaaS has a CSA self-assessment available at <https://cloudsecurityalliance.org/registry/infor-saas/>.

C. The City will give preference to proposers who are able to offer 24 hours of product support, throughout all 365 days of the year.

Infor Response: Infor will offer support for an unlimited number of incidents, continuous online support through a portal that's available 24x7, and priority queuing based on the severity of an incident, plus extended critical incident support 24X7 and live, interactive briefings. As well, the City will receive an assigned Customer Success Manager dedicated to helping resolve issues and achieve user satisfaction with Infor's products, technology, and on-going cloud operations. Additional services include, but are not limited to helping resolve issues through coordination of the following activities: access to senior level Infor Support and development analysts; update planning assistance; scorecard reports and early adopter program.

D. If applicable, the City prefers to have access to the source codes for customizations and enhancements.

Infor Response: For single-tenant components, Infor will work with the client to minimize the number of required customizations, preferring to provide unique settings via configuration settings. By doing this, the upgrade process has less of a chance to impact a setting that is specific to the customer.

For multi-tenant components, code customizations are prohibited, but there are toolsets available to allow configuration and extensibility of the solution without rewriting source code.

Infor does not allow access to source code but delivers robust configuration and enhancement capabilities of software. Infor provides tools and methodology to perform significant application enhancements or extensions that will have little to no effect on application upgrades. Infor delivers amplified configurability that provides

customers the ability to meet unique customer needs without having to customize the application using delivered tools and technologies. This is different than most ERP vendors that will allow customers to make source code changes and breaking the ability to upgrade to future releases or making it cost prohibitive.

Delivered Configuration capabilities include:

- Reporting
  - Modify existing reports, create new reports, ad-hoc reporting tools, business intelligence dashboards
- User Interface
  - Create new data fields, Required fields, default values, labels, tab order, in-context visualization, custom business logic and validation
- Workflow
  - Modify or Create new workflows, Custom roles, business rules, routing paths, escalation logic
- Security
  - Customer security classes, roles, authorization rules

### **Infor Configuration Console**

Infor CloudSuite Public Sector provides a unique advantage of amplified configurability which is unique in the Industry. While some ERP vendors provide the ability to add fields, forms and business logic to the delivered application, it requires changes source code hurting the ability to upgrade the application or requires a specific chargeable consulting effort disallowing customers to make the changes they need themselves.

The proposed Infor solution fully provides the user the ability to “personalize” the application without affecting upgradability.

If selected applications are deployed on Infor’s next generation Landmark platform, entire applications are built by Infor Analysts, not Programmers, using a declarative model which auto-generates Java code into a fully functioning system (UI, application logic, DB).

By doing this, Infor allows Customer Administrators to use the Configuration Console to make the needed or desired changes to the solution without modifying source code and making upgrading and reapplying the configurations seamless. Customers are able change the entire application behavior by adding new records, fields, forms, menus, and business logic through a point and click interface which then auto-generates system functionality.

The same is true for being able to personalize labels, fonts, colors, default values, required fields, remove unnecessary fields, etc. to streamline the application for how the customer will use the application.

In both cases, updates happen in real-time without having to rebuild the system or database. Built-in safeguards for reverting both Administrator and User changes to the original delivered application happen with a UI click.

All “personalizations” made with the Infor Configuration Console are upgradeable to future releases. The City will be in total control of the deployed Infor Public Sector applications.

**infor**

Signed Addenda



Note to the City: Infor has received seven addendums, and has signed and included each starting on the following page.



**Gainesville.**  
**Citizen centered**  
**People empowered**

**ADDENDUM NO. 1**

Date: May 31, 2018

Bid Date: June 26, 2018  
 at 3:00 p.m. (Local Time)

Bid Name: ERP Product Solution(s) and Implementation Services

Bid No.: CMGR-180083-MS

NOTE: This Addendum has been issued only to the holders of record of the specifications.

The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

1. Any questions shall be submitted in writing to the City of Gainesville Purchasing Division by 3:00 p.m. (local time), June 7, 2018. Questions may be submitted as follows:
  - Email: [sowersma@cityofgainesville.org](mailto:sowersma@cityofgainesville.org)
  - or
  - Faxed (352) 334-3163
  - Attention: Melanie Sowers
  
2. Please find attached:
  - a) Copy of the black-out period information (Financial Procedures Manual Section 41-423 Prohibition of lobbying in procurement matters) distributed during mandatory Pre-Bid meeting.
  - b) Copy of the Pre-Bid sign-in sheet for your information.
  - c) Copy of the Pre-Bid meeting presentation.
  
3. Melanie Sowers, Purchasing Division, discussed bid requirements.
  - a. Sign-in Sheet is circulating.
  - b. Bids are to be received by the Purchasing office no later than 3:00 p.m. on June 26, 2018. Any bids received after 3:00 p.m. on that date will not be accepted.
  - c. Send questions in writing to Melanie Sowers via email.
    - i. All communication through Melanie only. Do not communicate with other City staff.
  - d. Discussed bid due date, time and delivery location.
    - i. Deliver (or have delivered) to Purchasing by 3:00 p.m. on June 26, 2018.
  - e. Various forms (i.e. Tabulation of Subcontractor and Material Suppliers) are to be completed and returned with your bid.
    - i. Sign, date and return all Addenda.
  - f. Exhibit 1, Functional Requirements – the Vendor Response column contains a drop-down menu. Exhibit 5, Pricing Sheet – make sure you complete all tabs on the bottom of the screen.

4. Ginny Ahuja discussed the project (see below slide presentation). The City is looking for an all-inclusive solution to achieve the City's vision; this is the first step to building the necessary baseline to achieve this vision. The City has 2200 employees total; however General Government and GRU (utilities) function separately. GRU does support our IT services.

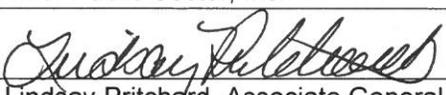
The following are answers/clarifications to questions received at the mandatory pre-bid conference:

5. Question: You mentioned you already have an IT Consultant chosen; are you at liberty to say who that is?  
Answer: Berry Dunn McNeil & Parker, LLC
6. Question: Are they involved in the selection process or just helping in other capacities?  
Answer: Yes, they are also involved in the selection process.
7. Question: You mentioned your budget is 7 million. What does that include?  
Answer: It includes IT Consulting Firm, Personnel, Capital, this bid. However, a specific amount for the software and implementation services portion has not yet been determined
8. Question: If we have more than one product we are recommending, those must be in two separate proposals?  
Answer: The City is looking for one package solution. If you have one product and 3<sup>rd</sup> party products then City accepts one package solution in one proposal.
4. Question: Is your local preference requirement City or State?  
Answer: City – Exhibit C of the bid document lists all requirements to claim local preference.
5. Question: Who is the executive sponsor?  
Answer: Anthony Lyons, City Manager
6. Question: GRU is currently supporting your legacy ERP system. Will they be supporting the new system?  
Answer: There has been no distinction of ownership yet. GRU will support the new system, unless we go a different direction.
7. Question: Do you have a preference whether the solution is housed onsite or on a cloud?  
Answer: There is no preference. It all depends on the proposals
8. Question: Do you have an idea of how much data conversion is needed?  
Answer: This has not yet been determined; at minimum, we would need to comply with the state retention requirements.
9. Question: There can also be other retention strategies as well.  
Answer: Yes, we are looking for a comprehensive solution.

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 1 by his or her signature below, **and a copy of this Addendum to be returned with proposal.**

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 1 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER: Infor Public Sector, Inc.  
BY:   
Lindsay Pritchard, Associate General Counsel  
DATE: 6/20/19

CITY OF \_\_\_\_\_ FINANCIAL SERVICES  
GAINESVILLE PROCEDURES MANUAL

**41-424      Prohibition of lobbying in procurement matters**

Except as expressly set forth in Resolution 060732, Section 10, during the black-out period as defined herein no person may lobby, on behalf of a competing party in a particular procurement process, City Officials or employees except the purchasing division, the purchasing designated staff contact. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

Black out period means the period between the issue date which allows for immediate submittals to the City of Gainesville Purchasing Department for an invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, and the time the City Officials and Employee awards the contract.

Lobbying means when any natural person for compensation, seeks to influence the governmental decision making, to encourage the passage, defeat, or modification of any proposal, recommendation or decision by City Officials and Employees, except as authorized by procurement documents.

# City of Gainesville

Enterprise Resource Planning (ERP)  
Product Solution(s) and Implementation  
Services ITN

ITN NO. CMGR-180083-MS

Non-Mandatory Pre-bid call

5/31/2018

10:00AM EST

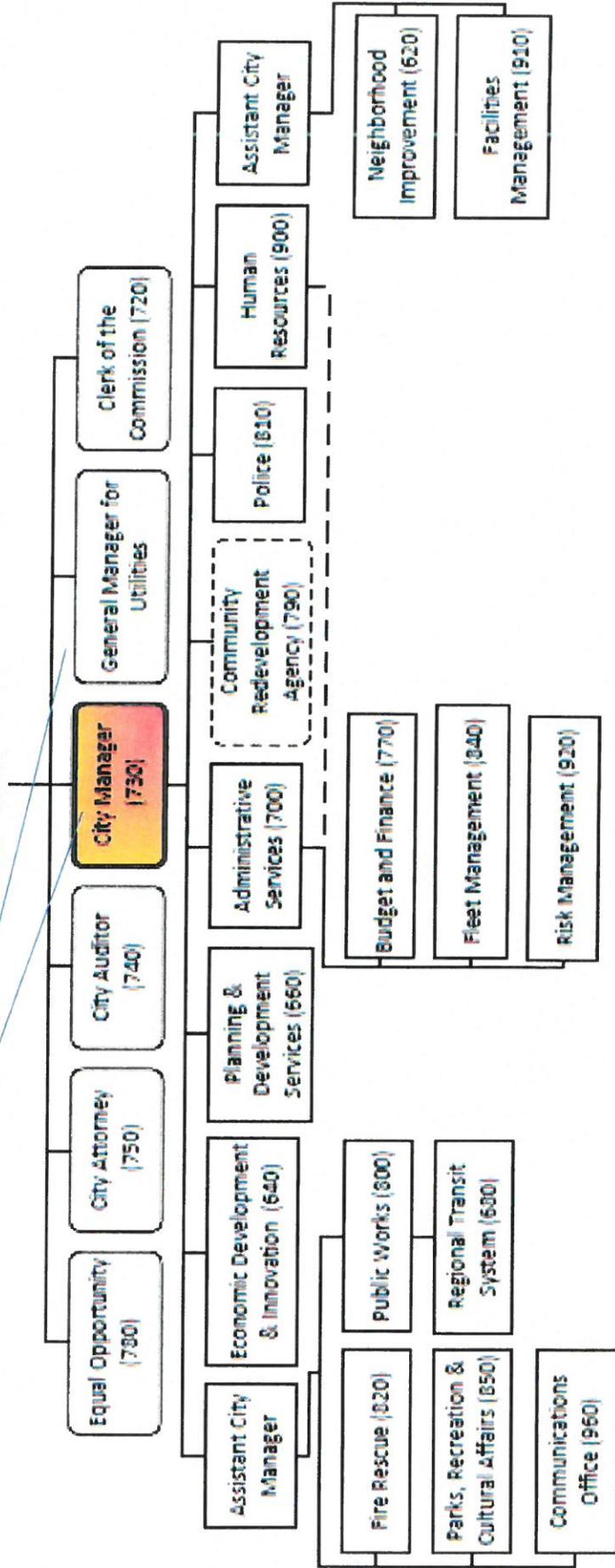
## Purpose of ITN

To solicit Proposals to satisfy the City of Gainesville's (City) needs for software and professional services to implement an Enterprise Resource Planning (ERP) in City's core service areas (HR, Finance and Risk) and partner alongside a product manufacturer and service implementer to be apart of the City's vision of becoming the New American City through a strong technological baseline.

# Citizens of Gainesville

City of Gainesville +  
Gainesville Regional  
Utilities (GRU)  
2,200 Employees

## City Commission



# ERP Project Overview

- ✓ Project Timeline – Implementation planned to start before Jan 2019 by onboarding experts
  - IT Consulting Firm Selected
  - Product Selection
  - Service Implementer Selection
- ✓ Total ERP Project Budget – **\$7 million** (a specific amount for the software and implementation services portion has not yet been determined)
- ✓ City’s ERP Team – Executive Sponsor, Sponsors, Project Manager, and Functional Leads

## Key Notes

- ✓ The City has been on the existing technology from last 20-30 years
- ✓ Evaluation of the City's "as-is" state is in progress in terms of processes and technology
- ✓ Process mapping is in progress
- ✓ Data streamlining initiative is in progress

# Accepted Proposal Scenarios

- ✓ Product manufacturer can submit a proposal to provide their solution(s) and implementation services
- ✓ Product manufacturer can submit a proposal to provide their solution(s) and preferred service implementer partner
- ✓ Service implementer partner can submit a proposal representing themselves and respective product manufacturer

\*Must select one option

CITY OF GAINESVILLE  
GENERAL GOVERNMENT PURCHASING DIVISION  
PRE-BID CONFERENCE

ERP Product Solution(s) and Implementation Services

DATE: May 31, 2018 @ 10:00 AM LOCAL TIME

BID #CMGR-180083-MS

DUE DATE: June 26, 2018 @ 3:00PM LOCAL TIME

YOUR COMPANY'S NAME, ADDRESS &  
PHONE NUMBER

YOUR SIGNATURE, PRINTED NAME,  
EMAIL ADDRESS & FAX NUMBER

1) Rod Clark  
City Staff  
\_\_\_\_\_  
PHONE # ( ) \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE  
\_\_\_\_\_  
PRINTED NAME  
E-MAIL: \_\_\_\_\_  
FAX # ( ) \_\_\_\_\_

2) Alisa Tolbert  
City Staff  
\_\_\_\_\_  
PHONE # ( ) \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE  
\_\_\_\_\_  
PRINTED NAME  
E-MAIL: \_\_\_\_\_  
FAX # ( ) \_\_\_\_\_

3) Oracle, Inc  
1831 Whitecap Cir  
N Ft Myers, FL 33903  
PHONE # (239) 292-6907

John I Kazmin  
SIGNATURE  
John Kazmin  
PRINTED NAME  
E-MAIL: john.kazmin@oracle.com  
FAX # ( ) \_\_\_\_\_

4) Cherry Road Technologies  
2101 NW Corporate Blvd  
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CITY OF GAINESVILLE  
GENERAL GOVERNMENT PURCHASING DIVISION  
PRE-BID CONFERENCE

ERP Product Solution(s) and Implementation Services

DATE: May 31, 2018 @ 10:00 AM LOCAL TIME

BID #CMGR-180083-MS

DUE DATE: June 26, 2018 @ 3:00PM LOCAL TIME

YOUR COMPANY'S NAME, ADDRESS &  
PHONE NUMBER

YOUR SIGNATURE, PRINTED NAME,  
EMAIL ADDRESS & FAX NUMBER

6) City of Gainesville

Ginny Akita's  
SIGNATURE  
GINNY AKITA  
PRINTED NAME

E-MAIL: \_\_\_\_\_

FAX # (\_\_\_\_) \_\_\_\_\_

PHONE # (\_\_\_\_) \_\_\_\_\_

7) City of Gainesville

Lisa Bennett  
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Lisa Bennett  
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PHONE # (\_\_\_\_) \_\_\_\_\_

8) City of Gainesville

Christoph Dunn  
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Christoph Dunn  
PRINTED NAME

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9) \_\_\_\_\_

\_\_\_\_\_  
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PRINTED NAME

E-MAIL: \_\_\_\_\_

FAX # (\_\_\_\_) \_\_\_\_\_

PHONE # (\_\_\_\_) \_\_\_\_\_

10) \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

E-MAIL: \_\_\_\_\_

FAX # (\_\_\_\_) \_\_\_\_\_

PHONE # (\_\_\_\_) \_\_\_\_\_

The following attended the pre-bid meeting via telephone:

Brian Kelly – Workday

Jameson Greiner – EPI-USE America, Inc.

Mary Hako – Infor Services

Bo Zimmerman - Superior

# Gainesville.

## Citizen centered

## People empowered

### ADDENDUM NO. 2

Date: June 5, 2018

Bid Date: ~~June 26, 2018~~  
June 29, 2018  
at 3:00 P.M. (Local Time)

Bid Name: ERP Product Solution(s) and  
Implementation Services

Bid No.: CMGR-180083-MS

NOTE: This Addendum has been issued only to the holders of record of the specifications.

The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

Please find attached:

- a) Copy of the black-out period information (Financial Procedures Manual Section 41-423 Prohibition of lobbying in procurement matters) distributed during pre-bid meeting.

The following are answers/clarifications to questions received since the pre-bid meeting:

1. Question: Would the City consider extending the deadline by one week?  
Answer: The bid due date will be changed to June 29 at 3:00 p.m. (local time). See below revised timeline; this will replace the timeline in Section 2.2. These dates are tentative and subject to change.

#### 2.2 Revised Schedule

|  |                                    |
|--|------------------------------------|
| Distribution of ITN                                  | May 24, 2018                       |
| Non-Mandatory Pre-Proposal Discussion                | May 31, 2018                       |
| Deadline for receipt of questions                    | June 14, 2018 – 3:00 pm local time |
| Deadline for receipt of proposals                    | June 29, 2018 – 3:00 pm local time |
| Evaluation of Written Proposal/Selection process     | *July 23, 2018                     |
| Oral presentations/Evaluation, if conducted          | *Aug 13-17, 2018                   |
| Product Demonstrations by Review<br>Teams/Evaluation | *Sept 4 – Oct 5, 2018              |
| Negotiations Commence                                | *October 8, 2018                   |
| Recommendation to City Commission/Approval           | *TBD                               |
| Projected award date                                 | *TBD                               |
| Projected contract start date                        | *TBD                               |

2. Question: Would we be able to get all of the documents in Word Document format instead of the pdf versions?

Answer: The City publishes all documents in pdf in order to maintain the integrity of the documents and they are easily viewable for anyone with Adobe.

3. Question: Could the City please clarify this instruction – or at least provide a guideline that instead sets a total page limit for responses to sections 4.2.1 through 4.2.8 as some responses will require more detail than others?

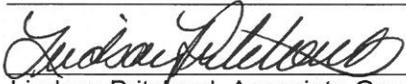
Answer: This is meant to be a high-level-overview of your response. We expect that we will get into the greater detail of these questions at Orals. Please use the suggested 5 bullet points with each bullet point limited to a maximum of 25 words (i.e. 125 words per question).

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 2 by his or her signature below, **and a copy of this Addendum to be returned with proposal.**

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 2 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER: Infor Public Sector, Inc.

BY:   
Lindsay Pritchard, Associate General Counsel

DATE: 6/26/18

CITY OF \_\_\_\_\_  
GAINESVILLEFINANCIAL SERVICES  
PROCEDURES MANUAL**41-424      Prohibition of lobbying in procurement matters**

Except as expressly set forth in Resolution 060732, Section 10, during the black out period as defined herein no person may lobby, on behalf of a competing party in a particular procurement process, City Officials or employees except the purchasing division, the purchasing designated staff contact. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

Black out period means the period between the issue date which allows for immediate submittals to the City of Gainesville Purchasing Department for an invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, and the time the City Officials and Employee awards the contract.

Lobbying means when any natural person for compensation, seeks to influence the governmental decision making, to encourage the passage, defeat, or modification of any proposal, recommendation or decision by City Officials and Employees, except as authorized by procurement documents.

# Gainesville.

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### ADDENDUM NO. 3

Date: June 11, 2018

Bid Date: ~~June 26, 2018~~  
 June 29, 2018  
 at 3:00 P.M. (Local Time)

Bid Name: ERP Product Solution(s) and  
 Implementation Services

Bid No.: CMGR-180083-MS

NOTE: This Addendum has been issued only to the holders of record of the specifications.

The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

Please find attached:

- a) Copy of the black-out period information (Financial Procedures Manual Section 41-423 Prohibition of lobbying in procurement matters) distributed during pre-bid meeting.

The following are answers/clarifications to questions received since the pre-bid meeting:

#### General

1. Question: What is your targeted start date?  
 Answer: If the questions is referring to the start of implementation, please refer to Addendum 1.
2. Question: What is your targeted Go Live date?  
 Answer: The "go-live" date depends on the proposers approach; however, the City intends to have the "go-live" during the first quarter of calendar year 2019.
3. Question: What is driving the dates above – fiscal year, contracts, etc?  
 Answer: The dates above are contingent on numerous factors (i.e., City Commission, City's need, technology upgrade, fiscal year closing, etc.)
4. Question: How many employees are in scope? How many contingent workers are in scope?  
 Answer: Please refer to Addendum 1 and Exhibit 3, Data Volume in the ITN for estimate number of employees/workers
5. Question: Please describe the Project Team resources that will be allocated by the City, and their estimated FTE allocation to the deployment project.  
 Answer: Please refer to Addendum 1 for current Project Team structure. Resource estimation will be conducted per the proposals.

HCM

6. Question: How many unions does the City have? How many bargaining agreements?  
Answer: Please refer to Exhibit 3, Data Volume
7. Question: Do any city employees have multiple jobs requiring different pay rates?  
Answer: Yes
8. Question: How does the City pay contingent workers if applicable?  
Answer: The City currently pays contingent workers through Purchase Orders; however, the City is continuing to explore options for improvements with this Project

Recruiting

9. Question: How many Job Posting Templates will you need?  
Answer: The City currently has 5+ job posting templates. This will be a design phase determination. The City expects the vendor to understand the City's current needs and challenges to recommend solutions aligning with the market best practices. The City will review and approve the vendor's recommendation which will lead to streamlining the City's current processes. Please refer to Section 1 of the ITN.
10. Question: How many Offer Templates will you need? How many variations of each offer template do you have (where the text dynamically changes based on logic)?  
Answer: The City currently has 10+ offer templates. This will be a design phase determination. The City expects the vendor to understand the City's current needs and challenges to recommend solutions aligning with the market best practices. The City will review and approve the vendor's recommendation which will lead to streamlining the City's current processes. Please refer to Section 1 of the ITN.
11. Question: Will you utilize questionnaires on the external job application? If yes, how many questions per questionnaire? Do you have specific questions for specific jobs or functional areas?  
Answer: The City currently utilizes a questionnaire for external job applications. This will be a design phase determination. The City expects the vendor to understand the City's current needs and challenges to recommend solutions aligning with the market best practices. The City will review and approve the vendor's recommendation which will lead to streamlining the City's current processes. Please refer to Section 1 of the ITN.
12. Question: How many Active estimated candidates are in your current ATS system today? Do you want to import all active candidates into Workday?  
Answer: The City estimated number of candidates in our current ATS system is ~10,000+. The City has not yet determined the ERP product but in general the City would like to have integration between the systems instead of duplication of data.
13. Question: How many unique recruiting business processes are in place today? For example, do you have different processes for hourly, executive, professional, intern or college hires? We are looking to see if your company has different recruiting process steps for some positions such as screening questions, background checks, drug testing, or other recruiting process steps that can be different by role or perhaps if they are standardized for all positions.

Answer: The City currently has different recruiting business processes in place; however, the City desires a standardized process for all positions. This will be a design phase determination. The City expects the vendor to understand the City's current needs and challenges to recommend solutions aligning with the market best practices. The City will review and approve the vendor's recommendation which will lead to streamlining the City's current processes. Please refer to Section 1 of the ITN.

### Compensation

14. Question: How many compensation plans do you need (hourly, salary, allowance, one-time payments, etc.)?

Answer: Please refer to Exhibit 3, Data Volume. The City currently has a breadth of different compensation plans (200+); including longevity, special and active assignments, car allowances, injury, etc.

15. Question: How many Ad-hoc payment types will be needed?

Answer: Please refer to Exhibit 1, Functional Requirements

16. Question: How many Merit plans do you want configured?

Answer: This will be a design phase determination. The City expects the vendor to understand the City's current needs and challenges to recommend solutions aligning with the market best practices. The City will review and approve the vendor's recommendation which will lead to streamlining the City's current processes. Please refer to Section 1 of the ITN.

17. Question: How many Bonus plans do you want configured?

Answer: The City does not currently utilize any bonus plans

18. Question: How many Stock plans do you want configured?

Answer: The City is not a publically traded company, so we do not utilize stock plans

19. Question: How many Grades (Pay Ranges) do you want configured?

Answer: The City currently has 40+ pay grades; however, this will be a design phase determination. The City expects the vendor to understand the City's current needs and challenges to recommend solutions aligning with the market best practices. The City will review and approve the vendor's recommendation which will lead to streamlining the City's current processes. Please refer to Section 1 of the ITN.

20. Question: Do you need any customized compensation statements? If so, how many?

Answer: Yes, This will be a design phase determination. The City expects the vendor to understand the City's current needs and challenges to recommend solutions aligning with the market best practices. The City will review and approve the vendor's recommendation which will lead to streamlining the City's current processes. Please refer to Section 1 of the ITN.

### Benefits

21. Question: How many Benefit Plans will you need?

Answer: The City currently has 5 benefit plans

22. Question: How many Benefit Providers will you have?

Answer: The City currently has 8 benefit providers

23. Question: How many Benefit Groups are anticipated? (ex. administrative employees get a different benefit package than engineer employees)  
 Answer: This will be a design phase determination. The City expects the vendor to understand the City's current needs and challenges to recommend solutions aligning with the market best practices. The City will review and approve the vendor's recommendation which will lead to streamlining the City's current processes. Please refer to Section 1 of the ITN.
24. Question: How many Enrollment Events will need to be configured (passive and life events)?  
 Answer: The City currently has 6+ enrollment events; however, this will be a design phase determination. The City expects the vendor to understand the City's current needs and challenges to recommend solutions aligning with the market best practices. The City will review and approve the vendor's recommendation which will lead to streamlining the City's current processes. Please refer to Section 1 of the ITN.
25. Question: How many Enrollment Rules will you need (ex. Spouse life can only be up to 50% of employee life)?  
 Answer: This will be a design phase determination. The City expects the vendor to understand the City's current needs and challenges to recommend solutions aligning with the market best practices. The City will review and approve the vendor's recommendation which will lead to streamlining the City's current processes. Please refer to Section 1 of the ITN.
26. Question: Do you have any Grandfathered workers? If so, how many plans?  
 Answer: Yes, the City currently has 4+ plans
27. Question: Do you have Benefit Credits such as Wellness? If so, how many?  
 Answer: Yes, the City currently has 10+ credits

### Payroll

28. Question: How many Earning Codes?  
 Answer: Please refer to Exhibit 3, Data Volume Row #74
29. Question: How many Deduction Codes?  
 Answer: Please refer to Exhibit 3, Data Volume Row #74
30. Question: How many FEINs?  
 Answer: The City currently has 1 FEIN
31. Question: How many employees do you have with local taxes?  
 Answer: Further clarification needed
32. Question: How often do your employees get paid (bi-weekly, monthly, etc.)? Are there populations that get different frequencies?  
 Answer: Active City's employee get paid bi-weekly and retirees get paid monthly
33. Question: How many Pay Groups?  
 Answer: The City has 2 pay groups (General Government and Gainesville Regional Utilities)

34. Question: How many employees have garnishments?  
 Answer: The City has multiple employees with garnishments
35. Question: Are you outsourcing Taxes, Garnishments, check printing or any other part of your payroll process?  
 Answer: No, the City currently process all payroll end-to-end

### Time Tracking

36. Question: How many time entry codes (hours worked, meetings, etc.) do you want configured?  
 Answer: This will be a design phase determination. The City expects the vendor to understand the City's current needs and challenges to recommend solutions aligning with the market best practices. The City will review and approve the vendor's recommendation which will lead to streamlining the City's current processes. Please refer to Section 1 of the ITN.
37. Question: How many calculations and validations do you want configured?  
 Answer: This will be a design phase determination. The City expects the vendor to understand the City's current needs and challenges to recommend solutions aligning with the market best practices. The City will review and approve the vendor's recommendation which will lead to streamlining the City's current processes. Please refer to Section 1 of the ITN.
38. Question: How many time entry templates will you need?  
 Answer: This will be a design phase determination. The City expects the vendor to understand the City's current needs and challenges to recommend solutions aligning with the market best practices. The City will review and approve the vendor's recommendation which will lead to streamlining the City's current processes. Please refer to Section 1 of the ITN.
39. Question: How many different work schedules do you have?  
 Answer: The City has similar work schedules as other municipalities (i.e., fire, police, etc.)
40. Question: How many different periods for entering time do you have?  
 Answer: Currently, time entry is decentralized; however, there is a centralized final due day for time entry completion. This will be a design phase determination. The City expects the vendor to understand the City's current needs and challenges to recommend solutions aligning with the market best practices. The City will review and approve the vendor's recommendation which will lead to streamlining the City's current processes. Please refer to Section 1 of the ITN.
41. Question: Do your employees use web clocks, web entry, time clocks, all or other? If other, please explain.  
 Answer: Yes. There are different sources for entering time

### Absence

42. Question: How many accruing time off plans do you need configured?

- Answer: The City has 2 accruing time off plans
43. Question: How many non-accruing time off plans do you need configured?  
Answer: The City currently has 10+ non-accruing time off plans
44. Question: How many Leave Families or groups of leave types do you have?  
Answer: The City currently has 4 leave families or groups
45. Question: How many Leave Types do you have?  
Answer: The City currently has 32 leave types

### Talent Management

46. Question: How many review types (PIP, performance review, disciplinary, development, etc.) will you want configured?  
Answer: The City does not have a definite number of review types; however, this will be a design phase determination. The City expects the vendor to understand the City's current needs and challenges to recommend solutions aligning with the market best practices. The City will review and approve the vendor's recommendation which will lead to streamlining the City's current processes. Please refer to Section 1 of the ITN.
47. Question: How many different performance review templates do you need?  
Answer: The City is the process of generating templates; however, this will be a design phase determination. The City expects the vendor to understand the City's current needs and challenges to recommend solutions aligning with the market best practices. The City will review and approve the vendor's recommendation which will lead to streamlining the City's current processes. Please refer to Section 1 of the ITN.
48. Question: Do you perform review calibrations?  
Answer: The City is utilizing this project as a baseline to determine this process; however, this will be a design phase determination. The City expects the vendor to understand the City's current needs and challenges to recommend solutions aligning with the market best practices. The City will review and approve the vendor's recommendation which will lead to streamlining the City's current processes. Please refer to Section 1 of the ITN.
49. Question: Do you store competencies on the employee or job level?  
Answer: Please refer Exhibit 1, Functional Requirements
50. Question: Do you collect feedback on your employees? Annually for performance reviews or on an ongoing basis?  
Answer: Yes, the City does collect feedback from employees on an annual basis. The City is utilizing this project as a baseline to determine this process; however, this will be a design phase determination. The City expects the vendor to understand the City's current needs and challenges to recommend solutions aligning with the market best practices. The City will review and approve the vendor's recommendation which will lead to streamlining the City's current processes. Please refer to Section 1 of the ITN.

51. Question: If you plan to review talent, in addition to performance, do you have a need for differing templates? If so, how many?

Answer: The City is utilizing this project as a baseline to determine this process; however, this will be a design phase determination. The City expects the vendor to understand the City's current needs and challenges to recommend solutions aligning with the market best practices. The City will review and approve the vendor's recommendation which will lead to streamlining the City's current processes. Please refer to Section 1 of the ITN.

52. Question: Do you plan to utilize succession?

Answer: Yes, This will be a design phase determination. The City expects the vendor to understand the City's current needs and challenges to recommend solutions aligning with the market best practices. The City will review and approve the vendor's recommendation which will lead to streamlining the City's current processes. Please refer to Section 1 of the ITN.

### Learning Management

53. Question: How many segmented topics or courses do you have?

Answer: The City has 50 segmented topics or courses that are offered to our employees

54. Question: Do you have any courses that are part of a grouping where a learner must take them in a specific order? If so, how many groupings would you have?

Answer: Yes, the City does have courses that are part of a grouping where a learner must take them in a specific order; however, there is no exact determination at this point on the total number of groupings.

55. Question: How many learning instructors will need to be loaded?

Answer: The City would like to utilize the active directory to pull learning instructors

56. Question: How many course templates, course offerings and lessons will be needed?

Answer: The City offers numerous training course offerings based on the organizational need

57. Question: How many records of historical learner completion records or data will you want loaded?

Answer: Please refer to Exhibit 1, Functional Requirements

58. Question: How much content (GB) will you want loaded?

Answer: This will be a design/data migration phase determination. The City expects the vendor to understand the City's current needs and challenges to recommend solutions aligning with the market best practices. The City will review and approve the vendor's recommendation which will lead to streamlining the City's current processes. Please refer to Section 1 of the ITN.

### Financials

59. Question: Can the City please supply the following Financial volumes and information?

- a. The number of Ledger Accounts
- b. The number of Legal Entities and/or Business Units
- c. The number of departments (cost centers)

- d. The number of divisions
- e. The number of journals added per month
- f. The number of vendors (suppliers)
- g. The number of vendor (supplier) contracts
- h. The number of purchase orders created per month
- i. The number of vendor (supplier) invoices created per month
- j. Do you have capital projects?
  - i. If yes, please describe process the City follows to create a capital project.
  - ii. Are there any asset integrations?
  - iii. The total number of Projects and the average amount added per year
  - iv. Are projects tracked at a granular level (Phases, tasks)?
- k. The number of customers
- l. The number of current and active customer contracts
- m. The total number of current and active Grants
- n. The volume of Grants established per year
- o. The number of current and active funds
- p. The number of current and active programs
- q. The number of banks (financial institutions)
- r. The number of bank accounts per financial institution
- s. The number of business assets
- t. How are business assets depreciated?
- u. Does the City track assets by employee, location, etc.?

Answer: Please refer to Exhibit 3, Data Volume. This will be a design phase determination. The City expects the vendor to understand the City's current needs and challenges to recommend solutions aligning with the market best practices. The City will review and approve the vendor's recommendation which will lead to streamlining the City's current processes. Please refer to Section 1 of the ITN.

60. Question: Is the City using procurement cards? If so, please explain the process.

Answer: Yes, This will be a design phase determination. The City expects the vendor to understand the City's current needs and challenges to recommend solutions aligning with the market best practices. The City will review and approve the vendor's recommendation which will lead to streamlining the City's current processes. Please refer to Section 1 of the ITN.

61. Question: Is the City using Travel/Expense cards? If so, please explain the process.

Answer: No

62. Question: How does the City currently track their gifts/investments (if any)?

Answer: The City currently track gifts/investments through chart of accounts

63. Question: Do you have a centralized A/P structure?

Answer: Yes

64. Question: Do you have a centralized A/R structure?

Answer: Yes

65. Question: Do you have multiple systems of record for finance (I.e., sub systems and/or access databases/additional accounting entries that are not in your current PeopleSoft environment)? If so, how many and what types?

Answer: The City does not utilize PeopleSoft. Please refer to Exhibit 2, Department Diagrams.

66. Question: Which accounting dimensions does the City use to balance their financial reporting (i.e., Fund/Grant/etc.)?

Answer: Further clarification needed

67. Question: What types of reporting or analytics are you unable to generate today, using your current systems?

Answer: The City is in the process of streamlining its reporting capabilities; however, this will be a design phase determination. The City expects the vendor to understand the City's current needs and challenges to recommend solutions aligning with the market best practices. The City will review and approve the vendor's recommendation which will lead to streamlining the City's current processes. Please refer to Section 1 of the ITN.

68. Question: Under current processes, how long does it take the City to close a period?

Answer: The City currently closes the monthly period in 15 days and the closes the quarterly period in 30 days

69. Question: Under current processes, how long does it take the City to close a year?

Answer: The City currently closes the year in 3 months

70. Question: What is the estimated volume of A/R and A/P carryover to the next year?

Answer: This will be a design phase determination. The City expects the vendor to understand the City's current needs and challenges to recommend solutions aligning with the market best practices. The City will review and approve the vendor's recommendation which will lead to streamlining the City's current processes. Please refer to Section 1 of the ITN.

#### Data Conversion

71. Question: Please explain your data conversion strategy and if the City has a data warehouse in place today.

Answer: This will be a design phase determination. The City expects the vendor to understand the City's current needs and challenges to recommend solutions aligning with the market best practices. The City will review and approve the vendor's recommendation which will lead to streamlining the City's current processes. Please refer to Section 1 of the ITN.

72. Question: Do you plan to load transactional history for any areas? If so, how many years?

Answer: Please refer to Exhibit 1, Functional Requirements (Florida Sunshine Law)

### Integrations

73. Question: Please identify the internal and external systems that the new system will need to integrate with. Common integration types include:

- i. Active Directory / Identify Management Systems
- ii. Internal or external systems for employee awards and recognition
- iii. Background check providers
- iv. E-Verify
- v. State and/or Federal reporting
- vi. Other internal and external systems that require HR/Demographic
- vii. Other internal and external systems that require Financial/Budget data
- viii. Banks and third-party payroll service providers

Answer: The City would prefer to integrate with most internal and external systems to streamline City's processes and maintain the data integrity. The identification of all the system will be in the design phase. Please refer to Section 4.3.2 in the ITN

74. Question: Does the City wish to use Single Sign On (SSO)?

Answer: Yes, This will be a design phase determination. The City expects the vendor to understand the City's current needs and challenges to recommend solutions aligning with the market best practices. The City will review and approve the vendor's recommendation which will lead to streamlining the City's current processes. Please refer to Section 1 of the ITN.

### Organizational Change and Training

75. Question: How many internal resources will be dedicated to the Change Management Team tasks after product selection and during your implementation cycle and what is the anticipated FTE allocation percentage?

Answer: The City's project team consists of 4 resources; however, the additional resource determination will be contingent on the proposed implementation plan

76. Question: Do you have an internal training team that would be leveraged for end-user training development and/or delivery?

Answer: Not yet

77. Question: Have you conducted any Stakeholder or Readiness Assessments related to this initiative?

Answer: Yes

78. Question: Have you used a Change Champion Network successfully in past initiatives?

Answer: No

79. Question: Once the selection of the new ERP system has been made, do you have a strategy in place to evaluate staffing, change management, timeline, and other needs related to the implementation process itself?

Answer: Yes

80. Question: How many internal, dedicated change management, communications and training resources will be provided for the Workday implementation?

- Answer: The City has not selected the ERP product
81. Question: Briefly describe your organization's culture and estimated level of resistance to change/adoption of technology.  
Answer: As mentioned in ITN, City has been on the current technical environment for the last 20 years. Exposure to the latest technology has been limited, however 80% of the stakeholder are looking forward to this change.
82. Question: Have you engaged end-users in a Change Champion network previously?  
Answer: Yes
83. Question: Will development of training materials (job aids, Captivate simulation videos, PPTs, etc.) be created internally or by your partner?  
Answer: Need further clarification

#### Other

84. Question: We would like to request a 2 week extension on the ITN proposal submission. This will allow us to better prepare the response for the City of Gainesville.  
Answer: See addendum 2.
85. Question: Can the City please provide the current name of the Risk Management system that is used at the City? Name of system and Company that provided.  
Answer: The City currently utilizes CGI Advantage and OHM (PureSafety and Underwriters Lab)
86. Question: We take our commitment to sustainability very seriously. We do always ask that prospective customers receive sales proposals from us in electronic form only in order to save paper. You have stipulated that you require printed copies of our response, which we will provide if it absolutely essential, but assuming that it is not we would propose to provide an electronic copy only. Please let me know if this is acceptable.  
Answer: The City is taking steps to become more sustainably responsible, but at this time we do not have the resources to only accept electronic copies. Please provide the required 10 copies plus 1 electronic version.
87. Question: Do you withhold state tax for Retirees? We understand that Florida does not have a state income tax, but just wanted to check if you have Retirees is another state which requires withholding state tax.  
Answer: The City does not withhold state tax for Retirees
88. Question: Section 4.2 Technical Requirements - This section of the ITN states that responses should be limited to 5 bullet point of 25 words max each. Many of these questions cannot be answered in that brief format. Would the City consider removing the response limitation?  
Answer: Please refer to Addendum 2
89. Question: Section 4.2.8 Implementation, Question 2 - Please clarify what this question is asking: "Provide an overview of the software components."  
Answer: During the implementation of the ERP product, the City would like to know the overview of the all of the modules that will be implemented with any additional software that would be required for implementation
90. Question: Response Organization, Tab 10 - Please clarify which "forms" are

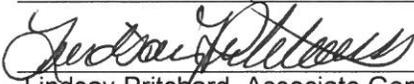
Purchasing Forms

Answer: Pages 17-39 of the bid document and Exhibit 9-Tabulation of Subs

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 3 by his or her signature below, **and a copy of this Addendum to be returned with proposal.**

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 3 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER: Infor Public Sector, Inc.  
BY:   
Lindsay Pritchard, Associate General Counsel  
DATE: 4/26/18

CITY OF \_\_\_\_\_  
GAINESVILLE

FINANCIAL SERVICES  
PROCEDURES MANUAL

**41-424      Prohibition of lobbying in procurement matters**

Except as expressly set forth in Resolution 060732, Section 10, during the black out period as defined herein no person may lobby, on behalf of a competing party in a particular procurement process, City Officials or employees except the purchasing division, the purchasing designated staff contact. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

Black out period means the period between the issue date which allows for immediate submittals to the City of Gainesville Purchasing Department for an invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, and the time the City Officials and Employee awards the contract.

Lobbying means when any natural person for compensation, seeks to influence the governmental decision making, to encourage the passage, defeat, or modification of any proposal, recommendation or decision by City Officials and Employees, except as authorized by procurement documents.

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## ADDENDUM NO. 4

Date: June 12, 2018

Bid Date: ~~June 26, 2018~~  
June 29, 2018  
at 3:00 P.M. (Local Time)

Bid Name: ERP Product Solution(s) and  
Implementation Services

Bid No.: CMGR-180083-MS

NOTE: This Addendum has been issued only to the holders of record of the specifications.

The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

Please find attached:

- a) Copy of the black-out period information (Financial Procedures Manual Section 41-423 Prohibition of lobbying in procurement matters) distributed during pre-bid meeting.

The following are answers/clarifications to questions received since the pre-bid meeting:

1. Question: Exhibit 1 – City’s ERP Functional Requirements: The list of options in the drop down of column C, Vendor Response, doesn’t contain “N – Not Available” as it says it should in the instructions. Please provide a copy with this option.

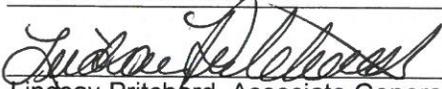
Answer: An updated “Exhibit 1- v 1.1” has been uploaded on DemandStar to include the Not Available drop down option.

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 4 by his or her signature below, **and a copy of this Addendum to be returned with proposal.**

### CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 4 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER: Infor Public Sector, Inc.

BY:   
Lindsay Pritchard, Associate General Counsel

DATE: 6/26/18

CITY OF \_\_\_\_\_  
GAINESVILLEFINANCIAL SERVICES  
PROCEDURES MANUAL**41-424      Prohibition of lobbying in procurement matters**

Except as expressly set forth in Resolution 060732, Section 10, during the black out period as defined herein no person may lobby, on behalf of a competing party in a particular procurement process, City Officials or employees except the purchasing division, the purchasing designated staff contact. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

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**ADDENDUM NO. 5**

Date: June 14, 2018

Bid Date: ~~June 26, 2018~~  
 June 29, 2018  
 at 3:00 P.M. (Local Time)

Bid Name: ERP Product Solution(s) and  
 Implementation Services

Bid No.: CMGR-180083-MS

NOTE: This Addendum has been issued only to the holders of record of the specifications.

The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

Please find attached:

- a) Copy of the black-out period information (Financial Procedures Manual Section 41-423 Prohibition of lobbying in procurement matters) distributed during pre-bid meeting.

The following are answers/clarifications to questions received since the pre-bid meeting:

1. Question: Can you direct me to the page and section where it stipulates Vendors are to include all addendum(s) with their RFP response?  
 Answer: We prefer to have each addenda signed and attached, but you can also acknowledge in Section 7.2 that you received each one.
2. Question: Just a clarification on a few questions in the addendums. In Addendum #3, question #2 in the general section, it states the City would like to go live during the first quarter of 2019. But in addendum #1, it is stated the City wants to start the implementation before Jan 2019.

Answer: Jan- March 2019 – First quarter of calendar year 2019.

3. Question: Can you provide additional information on the following functional requirements?

R2.78 - Ability to activate and deactivate budget lines

Answer: Ability to activate and deactivate the CoA elements

R2.24 - Ability to manage multiple Payroll numbers (GG and GRU)

Answer: Please refer to the organizational hierarchy structure in Addendum #1. CoA for City of Gainesville(GG) is different from CoA of Gainesville Regional Utility(GRU) , however GG does the payroll for GRU.

4. Question: The following functional requirements reference either an internal City policy number or Florida Statue. Can you please provide additional information on the policy or specifically what within the policy you are trying to meet with the requested requirement? We attempted searching on the City of Gainesville and State of FL websites but need more specific information as search produced multiple results etc.

- R1.23 - Policy C-6
- R1.26 - Policy B-4
- R1.32 - Policy E-4
- R1.40 - FS 119
- R1.67 - Policy L-3
- R1.68 - Policy L-3 and L-4
- R1.71 - Policy B-1 and State of FL University System Credit-hour rates
- R1.74 - Policy B-1
- R1.150 - FL Department of Revenue (Florida Statue 409)
- R1.170 - Policy E-5
- R2.21 - Payroll based on **City policies**

Answer: Please see additional Policy uploads in DemandStar for your use.

- Based on union contracts. Please refer to this link  
<http://www.cityofgainesville.org/HumanResources.aspx>
- R2.26 - Ability to automatically calculate, track and distribute OT **based on policy**
- Based on union contracts. Please refer to this link  
<http://www.cityofgainesville.org/HumanResources.aspx>
- R3.32 - City Code of Ordinance Article 7, Chapter 5, Division 2
- R3.39 - Accident Analysis Form (DWC-1)?

Please refer to Appendix 2, Glossary

- R3.41 - Ability to handle per policies?
- Please refer to this link <http://www.cityofgainesville.org/HumanResources.aspx>
- R3.58 - Policy 22.3
- R3.73 - City Ordinance Article 7, Chapter 2, Division 5
- R3.95 - City Policy L3, L4
- R3.127 - Policy L-5
- R3.157 - City Pension Plan Policy Article 7, Chapter 2, Division 5
  - Please refer to this link [https://library.municode.com/fl/gainesville/codes/code\\_of\\_ordinances](https://library.municode.com/fl/gainesville/codes/code_of_ordinances)
- R2.162 - Ability to publish end-to-end solicitation process (e.g., original and updates) via different sources per FL Statue and Policy

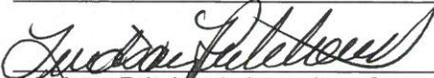
Answer: Please see additional Policy uploads in DemandStar for your use.

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 5 by his or her signature below, **and a copy of this Addendum to be returned with proposal.**

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 5 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER: Infor Public Sector, Inc.

BY:   
Lindsay Pritchard, Associate General Counsel

DATE: 6/26/18

CITY OF \_\_\_\_\_  
GAINESVILLE

FINANCIAL SERVICES  
PROCEDURES MANUAL

**41-424      Prohibition of lobbying in procurement matters**

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### ADDENDUM NO. 6

Date: June 20, 2018

Bid Date: ~~June 26, 2018~~  
June 29, 2018  
at 3:00 P.M. (Local Time)

Bid Name: ERP Product Solution(s) and  
Implementation Services

Bid No.: CMGR-180083-MS

NOTE: This Addendum has been issued only to the holders of record of the specifications.

The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

Please replace sections 4.3.1 and 4.3.2 from the ITN with the below language:

#### ~~4.3.1 Business Process Mapping~~

~~Business process mapping is in progress by the project functional leads and will be provided prior to award of bid.~~

#### ~~4.3.2 Environment Assessment~~

~~Assessment of the current "as-is" environment (e.g., number of applications, infrastructure environment) is in progress by an IT Consulting firm and will be provided prior to award of bid.~~

#### 4.3.1 Business Process Mapping

Business process mapping is in progress by the project functional leads and will be completed prior to award of bid.

#### 4.3.2 Environment Assessment

Assessment of the current "as-is" environment (e.g., number of applications, infrastructure environment) is in progress by an IT Consulting firm and will be completed prior to award of bid.

Please find attached:

Copy of the black-out period information (Financial Procedures Manual Section 41-423 Prohibition of lobbying in procurement matters) distributed during pre-bid meeting.

The following are answers/clarifications to questions received since the pre-bid meeting:

1. Question: R3.2 – Please define what type of Fraud Cases?  
Answer: Worker's Compensation Injury Cases

2. Question: R.3.12/13/14/15 – Please define the nurse and clinic relation to the city. City Employee? Clinic for city employees?  
Answer: The City has in-house urgent care clinic for all the City Employees (GG + GRU)
3. Question: R3.143 - What type of data and from what source?  
Answer: The City has employee's health benefit data, worker's compensation data etc.; the details will be discussed during the design tasks of the Implementation phase. The data is required to be shared with different source like ICMA, Florida Blue etc.
4. Question: R4.14 - Please define the data and the external system?  
Answer: Employee and Financial Data is required to be shared with various external sites e.g. Gainesville Regional Utility(GRU), Banks, Decentralized departments
5. Question: R2.61- What is the strategy for uploading or attaching invoices and payment requests? SAP offers several solutions such as DMS (Doc Mgmt Serv), Upload directly in to SAP, as well as offer third party like OpenText.  
Answer: The City prefers to utilize out of the box functionality for most of the City's requirements. We expect the proposals should be able to specify the strategies based on the product.
6. Questions: R2.71- Drilldown is available, including for budgeting line items. But, not clear on the expectation of drilling down on a budgeted line item and that line item would show some actual cost value?  
Answer: The City would like to do analytics based on the details of every budget line-item expenditure. The City is looking to be able to do all this in one user screen instead of toggling between screens/different sources.
7. Questions: R2.88 - The assumption is that the inflators are reflective from plan, budgeted, or actual values?  
Answer: All of the above and deflators.
8. Questions: R2.126 - What is the process flow today for payment processing? In that, where in the flow should the supporting documentation be attached?  
Answer: The City's process flow will be discussed in detail during the design task of the Implementation phase. The City would prefer to have the upload functionality at the time of submitting a payment request.
9. Questions: R2.134 - Need to understand the process flow and the services used by 3rd Party to know when and how attachments are being entered. What 3rd party is being considered?  
Answer: The City's process flow will be discussed in detail during the design task of the Implementation phase. The City is looking for proposals to include one package solution to meet almost all the City's requirements that may include any 3<sup>rd</sup> party recommendations. Examples have been mentioned in the requirement of the existing 3<sup>rd</sup> party applications, however the City is open to explore other options based on proposals. Also, please refer to Exhibit 2.
10. Questions: R2.226 - What is defined as "capturing subcontractor utilization at the time of AP entry"? Is there a desire for a report to see or some other method?  
Answer: The City requires subcontractor information to be shared with Commission, Grants, public etc. for decision making purposes.
11. Questions: R2.228 - What is considered as "insufficient sources" in order to disallow transactions from occurring? This is common but need to make sure what these sources are.

- Answer: Please refer to the requirement as it does mention the examples of sources (appropriations, funds etc.)
12. Questions: R2.146 - Need a deep dive on the types of outgoing messages and the use of 3rd party services  
Answer: The City is looking for improving their current processes. Deep dive to current City's processes is considered to be explored during the design tasks of the Implementation.
13. Question: May we submit a cover letter to precede the Cover Page?  
Answer: The City requests to follow the standard format as provided.
14. Question: May we include an Appendix after Tab 11 to include supplemental information?  
Answer: No
15. Question: Does the City require Exhibit 1 and Exhibit 5 (Excel files) to be included in the hard copy submission (printed) or is an electronic submission-only sufficient?  
Answer: These two Excel files are very large and will be difficult to print. Please submit in electronic format.
16. Question: Should we include Exhibit H in the submission if we are bidding?  
Answer: No, only if you decide not to bid.
17. Question: May we include Exhibit G in our response to "C" in Tab 3?  
Answer: Yes, references can be included in Tab 3 in "C".
18. Question: Can you clarify which forms should be in Tab 10?  
Answer: All the forms from the ITN pages 18-36, plus Exhibit 9-Tabulation of Subcontractors
19. Question: Can you clarify which questions should be addressed in Tab 11? The RFP refers to section 3; however, a majority of section 3 (3.1.1 and 3.1.2) are to be included I Tab 5, respectively.  
Answer: Section 3.1.2 bullet point "H" needs to be included in Tab 11
20. Question: In which section/Tab would you like exhibit 9 and the Good Faith Effort to be in the final submission?  
Answer: Tab 10
21. Question: Which Exhibits must be returned with the ITN? Specifically, Exhibit 8 – does the draft NDA need to be completed, acknowledged or reviewed at this time.  
Answer: No, this does not need to be returned at this time. This was only an example of what you can expect to see attached to the final contract.
22. Question: Please clarify the response the City requires when asking for, "Bonding Capability up to \$250,000.00"  
Answer: Letter from surety company showing you have the capability to bond up to \$250,000.00
23. Question: We see the Q&A deadline has moved to June 14. When will the City post the results of the final Q&A?  
Answer: As soon as we can gather all the answers to questions received from vendors. This addenda includes all questions received before the 3 pm questions deadline.
24. Question: Our solution may include one or two third party products to fulfill all solution requirements (e.g. document management). Is the City amenable to signing an agreement with a third-party solution provider that we propose with whom we have numerous years

- of experience? The advantage to the City would be direct product support from that vendor.  
 Answer: The City is open to explore options to meet all our requirements.
25. Question: At the ITN response stage, can you clarify the good faith effort the City is anticipating? Typically, with the solution we are proposing, subcontractors are not required and can add coat/complexity to our clients.  
 Answer: The City will decide the implementation order of the functionality based on the proposals strategy. The City is looking to start the Implementation Phase in first quarter of 2019 which includes the following at a high level: Preparation, Design/Business Blueprint, System Realization, System Final Preparation, Go-Live Support Strategy
26. Question: Can you define what you mean by implementation is to begin January 2019?  
 Answer: We are referring to the start of the Implementation Phase which includes the following at a high level: preparation, design/business blueprint, system realization, system final preparation, go-live support strategy
27. Question: We understand from the pre-bidders' conference call that the City has an approximate budget of \$7m for this program. Can the City elaborate as to how much of the \$7m is allocated for ERP software acquisition (and if SaaS, how many years) and one-time consulting implementation costs.  
 Answer: Please refer Addendum#1 question7 and the pre-bid slide deck.
28. Question: Can you clarify your expectation for the unredacted hardcopies? The ITN reads: "3. Provide one (1) original and nine (9) unredacted copies of the proposal in a separate envelope, with the confidential and/or exempt information highlighted in yellow." Is this request for 10 hard copies in addition/different to the 10 copies of the proposal response?  
 Answer: This requirement is only if you have confidential information. Yes, it is in addition to the response.
29. Question: What is the breakout percentage of employees that will require access to the systems - Financials/Accounting Users, HR Time Approvers, Time entry/self-service, HR admin/Risk Management (Position management, forecasting, payroll)?  
 Answer: The City prefers to have all City employees to have access to the system, however it will be role based security access with an approval workflow to request access.
30. Question: Can you provide the Requirements to Business Process Mapping outlined in the RFP document?  
 Answer: The City is still working on it and will be completed prior to the award of the bid for this ITN (not RFP).
31. Question: Can you provide an integration diagram to show integrations between internally managed systems by the city and external systems/vendors?  
 Answer: The City is still working on it and will be completed prior to the award of the bid for this ITN.
32. Question: What file handling solution if any is currently being used to send and receive flat files?  
 Answer: The City is looking to improve its current processes. The City currently does not have any solution to handle flat files.
33. Question: What tool is being used for e-Signature functionality if any?

- Answer: The City is looking to improve its current processes The City currently does not have any tool for e-signature.
34. Question: What is your current state document management (Hummingbird (Exceed)) solution and do you have any timeline restrictions on how long you have to keep attachments and what type of sensitive data is stored there (PHI, PII, etc.)  
Answer: Hummingbird is our current DMS. The City's abides to the Florida Statue for the retention schedule. The City is looking to explore options for ECM solutions to secure/encrypt sensitive data.
35. Question: What is the RTE interface/tool used for in the current state environment?  
Answer: RTE (Remote Time Entry) is an in house system used for time entry by all City/GRU departments.
36. Question: What is the data flow (inbound/outbound), type of data and method of transport for RTE interface/tool?  
Answer: The City is looking to explore options to replace RTE. Currently; all the communication with RTE is manual through flat files.
37. Question: How does Change Gear current integrate with your system - flat file, api, etc. and what data is sent/received from this system?  
Answer: Change Gear is the incident tracking system used by IT. Employee data is uploaded to ChangeGear by utilizing the data from the nightly data extracts from the current HT ERP system. GRU IT maintains the updated to ChangeGear.
38. Question: What is the Lynda.com interface/tool used for in the current state environment?  
Answer: The City is currently using Lynda.com for training requirements for few courses. It is not used extensively.
39. Question: What is the data flow (inbound/outbound), type of data and method of transport for Lynda.com interface/tool?  
Answer: Currently, there is no data flow from Lynda.com to any of the City's interface. However, the City's admin rarely utilizes the employee certificates to be uploaded to the employee record manually. The City is looking to improve its current processes.
40. Question: What is the Visa Works interface/tool used for in the current state environment?  
Answer: The City has the P-card program with Bank of America. Visa Works is a system provided by Bank of America to administer the Visa changes.
41. Question: What is the data flow (inbound/outbound), type of data and method of transport for Visa Works interface/tool?  
Answer: Currently, there is no data flow from VisaWorks to any of the City's interface. The data from VisaWorks in inputted in the current City's system by manual/batch process. The City is looking to improve its current processes.
42. Question: How is the NEOGOV system solution used in today's current state, does it integrate with CGI and how is that being done?  
Answer: NEOGOV is used for the HR functions like Onboard, Performance Management. It is not integrated with CGI. The City is looking to improve its current processes.
43. Question: What is the Actuary Site interface/tool used for in the current state environment?  
Answer: Currently, the City is using the Actuary firm for the City's retirement plans like General Pension Plan, Consolidated Plan

44. Question: What is the data flow (inbound/outbound), type of data and method of transport for Actuary Site interface/tool?  
Answer: We have a FTP site to the Actuary firm to send the data to the firm. The City is looking to improve its current processes.
45. Question: What is the ICMA E2 Link interface/tool used for in the current state environment?  
Answer: Currently, the City is using the ICMA tool for the following retirement plans 401, 457, IRA
46. Question: What is the data flow (inbound/outbound), type of data and method of transport for ICMA E2 interface/tool?  
Answer: There is no data flow from ICMA. On need basis the data is downloaded and used for reports. We do bi-weekly upload a text file into ICMA E2 Link for payroll purposes.
47. Question: What is the Granicous interface/tool used for in the current state environment and what is the type of data and data flow (inbound/outbound)?  
Answer: This tool is used for uploading the safety training videos and pdf to the website.
48. Question: What is the data flow (inbound/outbound), type of data and method of transport for Granicous interface/tool?  
Answer: The City uploads data into Granicous but there's no outbound data flow.
49. Question: What is the Risk Master System and how does it work with the CGI system and any other integrating points?  
Answer: Risk master System is the claims processing software tool provided by City's Third Party Administrator (TPAs). The City has limited access to that tool for reporting, tracking and TPA supports the City to upload the claims for processing. The City looking to improve the process. It is not integrated with our current system.
50. Question: What is the data flow (inbound/outbound), type of data and method of transport for Risk Master System interface/tool?  
Answer: There is no data flow. The documents/files are sent to TPAs for processing.
51. Question: What is the ADP interface/tool used for in the current state environment?  
Answer: ADP interface is used for time entry for RTS.
52. Question: What is the data flow (inbound/outbound), type of data and method of transport for ADP interface/tool?  
Answer: Time keeping data is manually/batch transferred to process payroll. The data is exported from ADP, transformed into the required format through an in-house program and is loaded into the in-house RTE (Remote Time Entry) system.
53. Question: What is the Inovah interface/tool used for in the current state environment what type of data and direction of the data flow (inbound, outbound)?  
Answer: iNovah interface is used as a cashiering system for the City.
54. Question: What is the data flow (inbound/outbound), type of data and method of transport for Inovah interface/tool?  
Answer: iNovah data gets to the CGI through a batch process. All funds received by t the City is done through iNovah.
55. Question: What is the Jet Pay interface/tool used for in the current state environment?  
Answer: Jetpay is one of the source of funds to iNovah.
56. Question: What is the data flow (inbound/outbound), type of data and method of transport for Jet Pay interface/tool?

- Answer: : JetPay is building online payment system. The data from JetPay is manually entered into iNovah.
57. Question: What is the Payeezy interface/tool used for in the current state environment?  
Answer: The City's parking garage payment system
58. Question: What is the data flow (inbound/outbound), type of data and method of transport for Payeezy interface/tool?  
Answer: The payment data is inputted into the iNovah system manually through batch processing.
59. Question: What is the Paychex interface/tool used for in the current state environment?  
Answer: Parks, Recreation & Cultural Affairs time entry system
60. Question: What is the data flow (inbound/outbound), type of data and method of transport for Paychex interface/tool?  
Answer: The data is exported from Paychex, transformed into the required format through an in-house program and is loaded into the in-house RTE (Remote Time Entry) system.
61. Question: What is the Telestaff interface/tool used for in the current state environment?  
Answer: Telestaff tool is a scheduling software used by few City's department to provide input to RTE for payroll processing.
62. Question: What is the data flow (inbound/outbound), type of data and method of transport for Telestaff interface/tool?  
Answer: Telestaff is not integrated with any of the current City's systems. All the data entry is done manually.
63. Question: What is the CSI interface/tool used for in the current state environment?  
Answer: CSI is now called JetPay. Please refer to #55
64. Question: What is the data flow (inbound/outbound), type of data and method of transport for CSI interface/tool?  
Answer: CSI is now called JetPay. Please refer to #26
65. Question: What is the T-2 interface/tool used for in the current state environment?  
Answer: T-2 tool is used for citations and decals.
66. Question: What is the data flow (inbound/outbound), type of data and method of transport for T-2 interface/tool?  
Answer: T-2 data gets into iNovah manually/batch process.
67. Question: What is the SAP interface/tool used for in the current state environment?  
Answer: SAP is the Financial and Customer Care ERP systems used by Gainesville Regional Utilities (GRU). The City does not have a SAP interface/tool
68. Question: What is the data flow (inbound/outbound), type of data and method of transport for SAP interface tool?  
Answer: Payroll accounting data for GRU employees is exported from the City's current HR ERP system, transformed into the required format through an in-house program and is sent to GRU for import into the SAP Financial system.
69. Question: What is the Web Apps interface/tool used for in the current state environment?  
Answer: The City uses WebApps for business tax online payment.
70. Question: What is the data flow (inbound/outbound), type of data and method of transport for Web Apps interface/tool?  
Answer: Batch process gets the data from WebApps to iNovah.
71. Question: What is the B2G Now Interface/tool used for in the current state environment?

- Answer: B2GNow is a system used by the City to certify vendors for the Small Business Procurement program.
72. Question: What is the data flow (inbound/outbound), type of data and method of transport for B2G interface/tool?  
Answer: Vendor expenditure data is exported from the City's current Financial ERP system, transformed into the required format through an in-house program and sent to B2GNow for import into the B2GNow system.
73. Question: What is the Convey Interface/tool used for in the current state environment?  
Answer: Convey is used by the Payroll/Accounts Payable (AP) division to process W2, 1099R, and 1099M forms for employees as well as generate required IRS files.
74. Question: What is the data flow (inbound/outbound), type of data and method of transport for Convey interface/tool?  
Answer: W2 data is processed in the current HR ERP system, exported, transformed into the required format through an in-house program and imported into Convey. 1099R data is processed in the current Retiree HR ERP system, exported, transformed into the required format through an in-house program and imported into Convey. 1099M data is processed in the current Financial ERP system, exported, transformed into the required format through an in-house program and imported into Convey.
75. Question: What is the Legistar Interface/tool used for in the current state environment?  
Answer: This tool is used to upload the Commission Agenda, videos, legislative file , backups etc. This is accessible by public . It interfaces with Granicus tool.
76. Question: What is the data flow (inbound/outbound), type of data and method of transport for Legistar interface/tool?  
Answer: We upload and download the files on a need basis.
77. Question: What is the Suntrust system used for and how does it integrate with CGI and other interface partners?  
Answer: SunTrust is the City's banking institution. The current HR and Financial ERP system creates EFT Bank files by transforming the data into a format that can be submitted to the bank for processing. The bank files are uploaded to SunTrust via a secure website provided by SunTrust.
78. Question: What is the Expert Pay system used for and how does it integrate with CGI and other interface partners?  
Answer: The Expert Pay system is used to report child support payments. The child support payments are taken as deductions during the payroll process in the current HR ERP. The data is exported from the current HR ERP, transformed into the required format through an in-house program and uploaded to the Expert Pay website.
79. Question: What is the Master Parcel system used for and how does it integrate with CGI and other interface partners?  
Answer: The City's system to track landlord payments. There's no integration with CGI.
80. Question: What is the 3rd Party Scheduling system used for and how does it integrate with CGI and other interface partners?  
Answer: The City has several 3<sup>rd</sup> party scheduling systems (e.g., Telestaff, Redwood, Fleetnet). None of the 3<sup>rd</sup> party scheduling systems integrate with CGI.
81. Question: What is the Visa Works system used for and how does it integrate with CGI and other interface partners?  
Answer: Please refer to question 40

82. Question: What is the Demand Star system used for and how does it integrate with CGI and other interface partners?  
Answer: This is used to publicly advertise solicitations. It does not integrate with CGI.
83. Question: What is the Open Gov system used for and how does it integrate with CGI and other interface partners?  
Answer: OpenGov tool is used for budget forecasting. It does not integrate with CGI.
84. Question: What is the Info Advantage system used for and how does it integrate with CGI and other interface partners?  
Answer: InfoAdvantage is the name of the reporting tool for the current HR and Financial ERP systems. It is actually Business Objects. The current HR and Financial ERP vendor provides the ETL and standard reports for InfoAdvantage/Business Objects. There is an in-house extract from the current HR and Financial ERP databases that is connected to Business Objects to allow users to create custom reports.
85. Question: How is the Shared Drive leveraged (document repository, location for batch / file handling file integrations)  
Answer: Documents are typically stored on domain shares in secured and unsecured folders, depending on data sensitivity. Also, various output file formats (text, spreadsheet, PDF) are generated and stored on domain folders (shares) that are not considered local to the server. Inputs are mostly XML and Excel formatted and located in folders considered local to the server processing the data.
86. Question: How is SharePoint used and what level of sensitive data is held here (PII, PHI, etc.)  
Answer: Shared drive is used for document repository. There is no sensitive data stored on the SharePoint.
87. Question: What is the BIRT & RTE interface/tool used for in the current state environment?  
Answer: BIRT (Business Intelligence and Reporting Tools) is used to design and print forms for the current HRM/RET/Financial ERP systems. The BIRT report designer is used within the Eclipse application. The forms are delivered and configured in the ERP by the current vendor and customized by the City. Examples of forms are Payroll paystubs and checks, Vendor paystubs and checks, Purchase Orders, Invoices, etc.
88. Question: What is the data flow (inbound/outbound), type of data and method of transport for BIRT & RTE interface/tool?  
Answer: The current HRM/RET/Financial ERP systems are configured by the vendor to work with BIRT to process and print the forms through the ERP system's batch jobs. There are also email capabilities to email pdfs instead of printing.
89. Question: What is the OHM system used for and how does it integrate with CGI and other interface partners?  
Answer: OHM (Occupational Health Management System) is used for store, schedule, creating reports for Employee Health Information only. It does not integrate with other systems.
90. Question: What is the G-Suite interface/tool used for in the current state environment?  
Answer: Google docs are used to share program details with all employees and retirees. Also used to schedule evaluations, to do reporting .Specially used for Wellness division.
91. Question: What is the data flow (inbound/outbound), type of data and method of transport for G-Suite interface/tool if applicable?

- Answer: The City download and uploads files
92. Question: What is the 834 Format Vendor Files interface/tool used for in the current state environment?  
Answer: The 834 format is used to send health insurance enrollment and maintenance to the City's insurance administrator.
93. Question: What is the data flow (inbound/outbound), type of data and method of transport for 834 Format Vendor Files interface/tool?  
Answer: The data is exported from the current HR ERP, transformed into the required 834 format through an in-house program and sent to the insurance administrator.
94. Question: What is the IRS File Transfer interface/tool used for in the current state environment?  
Answer: The IRS File Transfer tool is a website provided by the IRS.
95. Question: What is the data flow (inbound/outbound), type of data and method of transport for IRS File Transfer interface/tool?  
Answer: Convey generates the applicable IRS and SSA file transfer documents and they are uploaded to the Fire.IRS.gov and SSA.gov websites.
96. Question: What is the relationship between Exhibit 2 (with all the systems listed by area) and Exhibit 1 (functional requirements)? Do we have to address every "bubble" on the exhibit 2 diagram?  
Answer: The exhibits are interrelated in terms of the information from processes to requirements.
97. Question: How many employees will need access to HR and how many will need access to Accounting?  
Answer: The City prefers to have all City employees to have access to the system; however, it will be role based security access with an approval workflow to request access.
98. Question: Does the city have a document storage solution that will stay in place or would the proposed system be required to host files? If files are required to be hosted, what volume of file storage is required?  
Answer: The City is expecting the proposed system to host the files. The volume of the file storage is dependent on the proposals received to meet the City's requirements.
99. Question: If data is to be hosted in a cloud environment, is a Government dedicated cloud preferred or required?  
Answer: The City is open to explore the option, please submit your best proposal that meets the City's requirements.
100. Question: Is Section 508 Compliance required or preferred for the user interface?  
Answer: Yes, 508 Compliance is required.
101. Question: What existing systems/servers/databases will stay in place that this system will need to integrate with?  
Answer: Please refer to the ITN, Section 4.
102. Question: Bonding Capability up to \$250,000 - please provide further clarification on what City of Gainesville are expecting  
Answer: Letter from surety company showing you have the capability to bond up to \$250,000.00
103. Question: Credit Rating or Financial Statements - Which financial statements? Income Statement and Balance Sheet? For how many years?

- Answer: Audited financial statements, to include all statements and schedules, for most current completed year.
104. Question: Time entry vs. time keeping (one is in Finance and Risk, one in HR processes)? Are there different systems per department for entering time now?  
Answer: In reference to Exhibit 2, Department Diagrams; time entry vs timekeeping is the same across each department. No, there are not different systems for the core areas per the scope of the ITN.
105. Question: What vendors, if any, has the City of Gainesville met with?  
Answer: The City has only viewed Product Demo's while conducting market research prior to this bid, but has not met with any vendors.
106. Question: What process/systems do you have in place for employee training? Are they wanting to keep/replace current training systems? Do you provide training for anyone other than employees?  
Answer: The City is looking to see the proposals for recommendations to improve efficiency. Please refer to Exhibit 2, Department Diagrams. The City does not currently offer training to the public.
107. Question: Are you looking for an LMS system for the training  
Answer: Yes
108. Question: What current solution do you have in place to handle your public record requests?  
Answer: The City's current solution is an "on need" basis for public records request; however, the City has a parallel effort to help streamline this process.
109. Question: Please send us your Organizational chart - City Wide  
Answer: Please refer to Addendum#1 and the presentation slide deck from pre-bid call.
110. Question: Have you established decision criteria or requirements list that you'll utilize to evaluate vendors?  
Answer: Yes
111. Question: How will you compare and score the different options you explore to determine a partner?  
Answer: Details to this will be provided in an ITN handbook.
112. Question: What workflows would you like to see automated?  
Answer: The City is looking to see the proposals for recommendations to improve efficiency. Please refer to the ITN.
113. Question: What are the typical HR Reports you run?  
Answer: The City's HR runs reports prevalent to federal, state and local compliance; in addition to, any reports requested by City Commission for decision making. Additionally, the City's HR runs reports for any public records request.
114. Question: How many hourly (non-exempt), salaried and contractor employees do you have?  
Answer: Please refer to Exhibit 3, Data Volume
115. Question: Is there a need for employees to clock in/out from outside of work locations (mobile)?  
Answer: Yes
116. Question: How many supervisors approve timecards, corrects errors etc.?  
Answer: Currently, the City has one layer of approval for their timecards. The City is looking to see the proposals for recommendations to improve efficiency.

117. Question: What if any shift premiums are paid?  
Answer: Please refer to Addendum#5
118. Question: Do employees transfer departments?  
Answer: Yes
119. Question: Do they earn different rates for transfers?  
Answer: Yes
120. Question: How are meals and breaks managed?  
Answer: This is contingent upon union contracts. Please refer to Addendum#5.
121. Question: What (if any) are the eligibility rules for paid Holidays?  
Answer: This is contingent upon union contract agreements. Please refer to Addendum#5.
122. Question: Do you need to track absence events?  
Answer: Yes
123. Question: What methods do you utilize to collect time worked for your salaried or exempt employees?  
Answer: As per the scope of this ITN (HR, Finance, and Risk); the City does not collect time worked for salaried or exempt employees.
124. Question: Could you share a copy of your written time policies?  
Answer: Please refer to Addendum#5
125. Question: Are there any other unique time capture factors we need to understand?  
Answer: The details will be discussed during the design phase when more details will be provided. Please refer to Addendum#5.
126. Question: Are employees scheduled in current system? Who creates schedules? Who can view?  
Answer: Yes, as per the union contracts.
127. Question: What are the labor categories that employee's time may be assigned to?  
Answer: Exempt, non-exempt
128. Question: What is the process for documenting and allocating their time to these labor categories?  
Answer: The documenting of these labor categories and allocating time is done at the employee record level.
129. Question: Can any combination of categories be utilized or are there dependencies between selections?  
Answer: No
130. Question: Should all employees be able to select from each labor category or does it need to be filtered to eligible categories for various employees?  
Answer: This is set from when the employee record is generated
131. Question: Is there a start and end date for when labor categories should be active?  
Answer: Yes
132. Question: Besides capturing hours, are you needing wages, tax and deduction entries to be allocated to the labor categories?  
Answer: Yes
133. Question: Do you have any "time theft" concerns, buddy-punching, etc.?  
Answer: Yes
134. Question: What reports/data are critical needed to manage time and labor?

- Answer: The City is still assessing its current environment to get the details. The City is looking to see the proposals for recommendations to improve efficiency.
135. Question: How do you mitigate against the additional cost of overtime?  
Answer: The City is looking to see the proposals for recommendations to improve efficiency. Currently, there is no way to mitigate as of now.
136. Question: What paid leave benefits do your employees receive?  
Answer: Please refer to Addendum#5
137. Question: Could you share your policy of how paid leave time is earned?  
Answer: Please refer to Addendum#5
138. Question: How do employees submit their requests for time off?  
Answer: Currently, the employees submits their request in paper form. The City is looking to see the proposals for recommendations to improve efficiency.
139. Question: Who approves?  
Answer: Time off is approved by the manager.
140. Question: How much time is devoted to requests for information from managers/executives?  
Answer: Considerable amount of time. The City is looking to see the proposals for recommendations to improve efficiency.
141. Question: Besides benefits, what are other common payroll deductions?  
Answer: LifeQuest, Union Dues, Charitable deductions, court ordered , uniforms etc
142. Question: How are wage garnishments managed?  
Answer: Currently, the City uses ExpertPay as one of the tools to manage garnishments.
143. Question: Can you describe the steps for preparing payroll?  
Answer: Currently, the City has a manual payroll process. The City is looking to see the proposals for recommendations to improve efficiency.
144. Question: Besides hours, salaries, what other types of earnings are part of employee compensation?  
Answer: Please refer to the following link for the current compensation parameters <http://www.cityofgainesville.org/HumanResources/WhyWorkforUs.aspx>.  
The City is working with Korn Ferry-Hay.
145. Question: Are supplemental earnings keyed or imported?  
Answer: The City is looking to see the proposals for recommendations to improve efficiency. Currently, the data is keyed.
146. Question: What steps do you take to check the accuracy of the payroll?  
Answer: The City is looking to see the proposals for recommendations to improve efficiency.
147. Question: How are reports/checks delivered and distributed?  
Answer: The City is looking to see the proposals for recommendations to improve efficiency.
148. Question: What's the process for getting journal entries into the General Ledger to record payroll expenses?  
Answer: Currently, the City has 3 ways to get payroll into the General Ledger  
File from RTE to CGI (manual/batch)  
File from GRU ERP to CGI (manual/batch)  
Direct entry to CGI
149. Question: How long does the process take?

- Answer: Currently, it takes 3-4 days. The City is looking to improve its processes.
150. Question: In which steps do you think there is an opportunity to save time or improve accuracy?  
 Answer: The City is looking to see the proposals for recommendations to improve efficiency.
151. Question: What are some of the critical reports that you utilize from your current systems? Please provide the name and Data Contained and Purpose for each report  
 Answer: The City is still assessing its current environment to get the details. Please refer to ITN section 4.
152. Question: What is your PCard integration partner?  
 Answer: VisaWorks. However, the City is open to explore options to meet our requirements or improve our processes.
153. Question: What are you credit card providers that support the city as considered outside sources as outlined in R2.138?  
 Answer: The City's requirement R2.138 refers to the Accounts Receivable not credit cards.
154. Question: Can you give clarification on how you use the NDT (National Transit Database Report)  
 Answer: NDT is a system utilized by the City to report its regional transit system data to the Federal Transit Administration (FTA).

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 6 by his or her signature below, **and a copy of this Addendum to be returned with proposal.**

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 6 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER: Infor Public Sector, Inc.

BY:   
 Lindsay Pritchard, Associate General Counsel

DATE: 6/20/18

CITY OF \_\_\_\_\_ FINANCIAL SERVICES  
GAINESVILLE PROCEDURES MANUAL

**41-424      Prohibition of lobbying in procurement matters**

Except as expressly set forth in Resolution 060732, Section 10, during the black out period as defined herein no person may lobby, on behalf of a competing party in a particular procurement process, City Officials or employees except the purchasing division, the purchasing designated staff contact. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

Black out period means the period between the issue date which allows for immediate submittals to the City of Gainesville Purchasing Department for an invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, and the time the City Officials and Employee awards the contract.

Lobbying means when any natural person for compensation, seeks to influence the governmental decision making, to encourage the passage, defeat, or modification of any proposal, recommendation or decision by City Officials and Employees, except as authorized by procurement documents.

# Gainesville.

## Citizen centered

## People empowered

### ADDENDUM NO. 7

Date: June 22, 2018

Bid Date: ~~June 26, 2018~~

~~June 29, 2018~~

July 6, 2018

at 3:00 P.M. (Local Time)

Bid Name: ERP Product Solution(s) and  
Implementation Services

Bid No.: CMGR-180083-MS

NOTE: This Addendum has been issued only to the holders of record of the specifications.

The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

Correction to Question/Answer #28 in Addendum 6:

28. Question: Can you clarify your expectation for the unredacted hardcopies? The ITN reads: "Provide one (1) original and nine (9) unredacted copies of the proposal in a separate envelope, with the confidential and/or exempt information highlighted in yellow." Is this request for 10 hard copies in addition/different to the 10 copies of the proposal response?

Answer: ~~This requirement is only if you have confidential information. Yes, it is in addition to the response.~~

Corrected Answer: If you have confidential information within your proposal, please provide: a) a redacted original (in both hard copy and electronic format) and  
b) 9 unredacted hard copies with the yellow highlighting.

This is instead of not in addition to the requirements in Section 6.2 (A).

Revised Schedule:

#### 2.2 Revised Schedule

|  |   |
|--|---|
| Distribution of ITN                              | May 24, 2018  |
| Non-Mandatory Pre-Proposal Discussion            | May 31, 2018  |
| Deadline for receipt of questions                | June 14, 2018 – 3:00 pm local time                          |
| Deadline for receipt of proposals                | <del>June 29, 2018</del><br>July 6, 2018 3:00 pm local time |
| Evaluation of Written Proposal/Selection process | *July 23, 2018  |

|   |                       |
|---|-----------------------|
| Oral presentations/Evaluation, if conducted       | *Aug 13-17, 2018      |
| Product Demonstrations by Review Teams/Evaluation | *Sept 4 – Oct 5, 2018 |
| Negotiations Commence                             | *October 8, 2018      |
| Recommendation to City Commission/Approval        | *TBD                  |
| Projected award date                              | *TBD                  |
| Projected contract start date                     | *TBD                  |

Please find attached:

Copy of the black-out period information (Financial Procedures Manual Section 41-423 Prohibition of lobbying in procurement matters) distributed during pre-bid meeting.

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 7 by his or her signature below, **and a copy of this Addendum to be returned with proposal.**

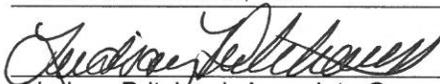
#### CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 7 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER:

Infor Public Sector, Inc.

BY:



Lindsay Pritchard, Associate General Counsel

DATE:

6/26/18

CITY OF \_\_\_\_\_  
GAINESVILLEFINANCIAL SERVICES  
PROCEDURES MANUAL**41-424      Prohibition of lobbying in procurement matters**

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*End of Proposal*