

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO, CA AND
INFOR PUBLIC SECTOR, INC.**

THIS AGREEMENT, entered into this 1st day of September, 2014, by and between the COUNTY OF SAN MATEO, CA, hereinafter called "County," and INFOR PUBLIC SECTOR, INC., hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of UPGRADING THE HANSEN 7 ASSET MANAGEMENT SOFTWARE.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services

Exhibit B—Payments and Rates

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth herein and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth herein and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. In no event shall County's total fiscal obligation under this Agreement exceed ONE HUNDRED FIFTY SIX THOUSAND TWO HUNDRED THIRTY SEVEN US DOLLARS (\$156,237.00) unless mutually agreed upon in writing by both parties.

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from OCTOBER 7, 2014 through OCTOBER 6, 2015.

This Agreement may be terminated by Contractor, the DIRECTOR OF PUBLIC WORKS, or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding. In the event of termination, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

7.1 General Hold Harmless. Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all loss, cost and expense (collectively, "Loss") that County incurs because of a third party claim, suit, or action of every name, kind, and description for injuries to or death of any person, including Contractor or its employees/officers/agents or damage to any property of any kind whatsoever and to whomsoever belonging, to the extent said Loss is incurred as a result of the negligent acts or omissions or willful misconduct of Contractor. Contractor's obligations under this indemnification are expressly conditioned on the following: (i) County must promptly notify Contractor of any such claim; (ii) County must in writing grant Contractor sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if County chooses to represent its own interests in any such action, County may do so at its own expense, but such representation must not prejudice Contractor's right to control the defense of the claim and negotiate its settlement or compromise); and (iii) County must cooperate with Contractor to facilitate the settlement or defense of the claim. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or

damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

7.2 Intellectual Property Indemnification.

Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

THE FOREGOING SETS FORTH CONTRACTOR'S EXCLUSIVE OBLIGATION AND LIABILITY WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Workers' Compensation and Employer's Liability Insurance.** Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, (a) that it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) that it will comply with such provisions before commencing the performance of work under this Agreement.
- (2) **Liability Insurance.** Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or by an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount specified below.

Such insurance shall include:

- | | | |
|-----|--|-------------|
| (a) | Comprehensive General Liability..... | \$1,000,000 |
| (b) | Motor Vehicle Liability Insurance..... | \$1,000,000 |
| (c) | Professional Liability..... | \$1,000,000 |

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

10. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination and Other Requirements

- A. *General non-discrimination.* No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.
- B. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.
- C. *Compliance with County's Equal Benefits Ordinance.* With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

- ☒ Contractor complies with Chapter 2.84 by:
 - ☒ offering the same benefits to its employees with spouses and its employees with domestic partners.
 - ☐ offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
- ☐ Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
- ☐ Contractor does not comply with Chapter 2.84, and a waiver must be sought.

D. *Discrimination Against Individuals with Disabilities.* The Contractor shall comply fully with the nondiscrimination requirements of 41 C.F.R. 60-741.5(a).

E. *History of Discrimination.* Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

- ☒ No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
- ☐ Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

12. **Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that a contractor shall have and adhere to a written policy providing that its employees, to the extent they live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no employees who live in San Mateo County. To the extent that it hires any such

employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code."

13. Retention of Records, Right to Monitor and Audit

- (a) Contractor shall maintain all required records for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit of County, a Federal grantor agency, and the State of California.
- (b) Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State, and local agencies, and as required by County.
- (c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

14. Merger Clause and Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated herein by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

16. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email

address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: JAMES C. PORTER, DIRECTOR OF PUBLIC WORKS
Address: 555 COUNTY CENTER, 5th FLOOR
REDWOOD CITY, CA 94063
Telephone: 650-599-4100
Facsimile: 650-361-8220
Email: jporter@smcgov.org

In the case of Contractor, to:

Name/Title: GREGORY M. GIANGIORDANO, GENERAL COUNSEL
Address: 40 GENERAL WARREN BLVD, SUITE #110
MALVERN, PA 19355
Telephone: 678-319-8000
Facsimile: 678-319-8949
Email: Gregory.giangiordano@infor.com

17. Electronic Signature

If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County: ☐ If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor: ☒ If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

18. Limited Warranty and Disclaimer of Warranties

(a) Limited Services Warranty and Remedy For Breach. Contractor warrants to County 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, Contractor will render all Services under such Work Order with reasonable care and skill. If County notifies Contractor within the warranty period of a breach of the foregoing warranty, Contractor will re-perform such Services in compliance with the foregoing warranty. If despite its reasonable efforts, Contractor is unable to provide County with Services in compliance with the foregoing warranty, then, subject to the

limitations set forth in Section 20 of this Agreement, County 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 Contractor's sole obligations for breach of this limited warranty are contained in this Section 18(a).

(b) Disclaimer of Warranty. The limited warranty in Section 4(a) is made to County exclusively and is in lieu of all other warranties. **CONTRACTOR MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICES PROVIDED UNDER THIS AGREEMENT AND/OR ANY WORK ORDER, IN WHOLE OR IN PART. CONTRACTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR EXPRESSLY DOES NOT WARRANT THAT THE SERVICES WILL MEET COUNTY'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 AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF WHETHER COUNTY HAS ACCEPTED ANY SERVICE UNDER THIS AGREEMENT.**

19. Confidential Information

Except as otherwise permitted under this Agreement or applicable laws governing the County, 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 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. For the purposes of this Agreement, "**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.

20. LIMITATIONS OF LIABILITY

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

(b) **EXCLUSION OF DAMAGES.** IN NO EVENT SHALL CONTRACTOR, ITS AFFILIATES OR CONTRACTORS BE LIABLE FOR ANY SPECIAL, 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 CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

21. Force Majeure

Except with respect to the payment obligations under this Agreement or a Work Order, 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 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.

22. Intellectual Property Rights

Contractor will own all right, title and interest to all Intellectual Property Rights relating to and resulting from the Services performed hereunder. For the purposes of this Agreement, "**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). Subject to the terms and conditions of this Agreement, Contractor grants a perpetual, non-exclusive, non-transferable license (without the right to sublease or sublicense) to use and copy for use the deliverables created by Contractor under this Agreement, for County's own, internal computing operations.

23. 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 Agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,
have affixed their hands.

COUNTY OF SAN MATEO, CA

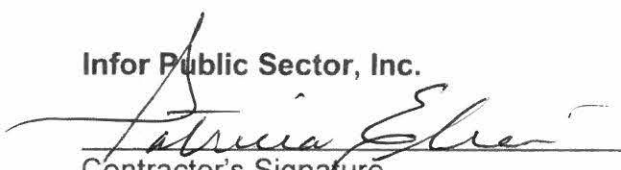
By: _____
President, Board of Supervisors,
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Infor Public Sector, Inc.


Contractor's Signature

Date: 9/11/2014

EXHIBIT A – SERVICES

AGREEMENT BETWEEN COUNTY OF SAN MATEO, CA AND INFOR PUBLIC SECTOR, INC.

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

Infor (Contractor) will provide consulting, data conversion, configuration, training, and other technical and project management services as required for the purposes of upgrading the County's Hansen asset management database and software from Hansen 7.7 on Oracle to Hansen 8.3 (IPS8) on MS SQL Server. The overall duration of the project will be determined by the Project Plan, which is a Phase One deliverable, but is expected to be approximately five months. In accordance with the Contractor's standard procedures, the project will be broken into five major phases which are described in more detail below.

PROJECT OBJECTIVE

Upgrade current Hansen 7.7 release to Hansen 8.3 within a six month timeframe with minimal disruption to existing workflows and no data loss. Transition all existing work from Hansen 7.7 to Hansen 8.3, train users on use of system and, utilizing a train the trainer methodology, train DPW Staff to be self-sufficient with the new system.

PROJECT SCOPE

The software modules and number of concurrent users to be migrated are:

Hansen Version 7 Licenses (As Is):

	Part # (if applicable)	Component System
1	H7CS-02	Hansen 7.x - Customer Service - COMBINED
2	HGGS-HIL	Hansen Intergraph Geomedia Link
3	NZTK-HNDEU-7G	7G-DEU - Hansen 7.x - Neztex Data Utility Exchange - GSA
4	H7IP	Hansen 7.x - Image Processing (System License)
5	H7AE-01	Hansen 7.x - Street
6	H7AP-01	Hansen 7.x - Plant/Fleet
7	H7FTV	Hansen 7.x - Formula Based TV Insp
8	H7AS-01	Hansen 7.x - Sewer
9	H7AT-01	Hansen 7.x - Storm
10	H7ID	Hansen 7.x - Image Display
11	H7SPOT	Hansen 7.x - Spot Inspection

Hansen/IPS 8 Licenses (To be licensed and supported separately under separate agreements):

	Part # (if applicable)	Component System
1	H8CS	Hansen 8 - Customer Service
2	NZTK-H8NDEU	Hansen 8 - Neztex Data Utility Exchange

3	H8AE	Hansen 8 - Street
4	H8WM	Hansen 8 - Work Management
5	H8AT	Hansen 8 - Storm
6	H8AS	Hansen 8 - Sewer
7	H8AF	Hansen 8 - Fleet
8	H8AP	Hansen 8 - Plant
9	H8AIC	Hansen 8 – Inventory Control
10	H8PO	Hansen 8 – Purchasing
11	H8MD	Hansen 8 – Map Drawer
12	H8CGS	Hansen 8 - GeoAdministrator

The migration to Hansen 8.3 will include but is not limited to the following:

- Migration of data from current Oracle database to MS SQL Server (County to provide environment)
- Configuration of the following modules:
 - Assets
 - Customer Service
 - Work Order Management
- Consulting services and assistance in the setup of the MapDrawer, GeoAdministrator and Neztex.
- Participating in the testing and issue resolution for above modules (County is primarily responsible for implementation, with assistance from Contractor)
- Converting of County data from version 7 to version 8.3 prior to initial testing and one additional pass prior to go-live
- Providing post-production support for one (1) week following County go-live
- Training and product review of the above modules on the 8.3 release
- Advanced Configuration training and providing train-the-trainer guidance and assistance

PROJECT PHASES

While the specifics of each project will vary and will be defined for this project in the Project Plan deliverable, in general terms, the process will include but is not limited to include the five (5) major project phases with major deliverables listed below.

Task Name	Expected Duration	Resource Names
San Mateo County (SMC) Migration Plan (7 to 8.3)	116 days	
PHASE ONE: Initiate	2.5 days	
Install IPS 8 in SMC	0.5 days	Contractor

Install IPS 8 in Sacramento	0.5 days	Contractor
Take Back-up of SMC V7 App and DB	0.5 days	Contractor
Install V7 Back-up in Sacramento	1 day	Contractor
PHASE TWO: Design	23 days	
Existing Configurations	11 days	
Review V7 Workbench Tabs	2 days	Contractor
Review V7 Triggers	2 days	Contractor
Review V7 Procedures	0 days	Contractor
Review GIS Requirements	2 days	Contractor
Develop Design Document	2 days	Contractor, County
Review Design Document	5 days	County
Sign-Off	0 days	County
Overview of IPS 8	3 days	
Identify Core/SME Team	1 day	County, Contractor
Initial Core Team IPS 8 Overview	2 days	County, Contractor
Data Conversion	15 days	
Review Data Conversion Requirements	5 days	Contractor
Identify Potential Data Issues	5 days	Contractor
Resolve Potential Data Issues	5 days	Contractor, County
PHASE THREE: Build	42.5 days	
Build Existing Configurations	3 days	Contractor
Build New Configurations	3 days	Contractor
Convert Core Data	10 days	Contractor
Convert Custom Data	3 days	Contractor
Deliver Initial Build to SMC	1 day	Contractor
Review/Unit Test	4 days	County
Update As-Needed Based on Testing	10 days	Contractor
Deliver Second Build to SMC	0.5 days	Contractor
Review/Unit Test	5 days	County
Implement GIS	3 days	Contractor
Update As-Needed Based on Testing	3 days	Contractor
PHASE FOUR: Test	10 days	
User Acceptance Testing (UAT)	5 days	Contractor, County
Updates Based on UAT	5 days	Contractor
Integrated System Testing (IST)	2 days	County
Updates Based on IST	2 days	County
PHASE FIVE: Deploy	35 days	
End-User Training	27 days	
Identify Trainees	1 day	Contractor, County
Deliver End-User Training	5 days	Contractor
V7 to Read Only	0.5 days	County
Back-up of DB Sent to Sacramento (FTP)	1 day	County
Final Data Conversion	1 day	Contractor
Deliver Final Build to SMC	0.25 days	Contractor
Install Final Build in SMC	0.5 days	Contractor, County

Go-Live	5 days	
Go-Live	1 day	Contractor
Post Go-Live Support	4 days	Contractor
Close	5 days	Contractor, County

Major Training Deliverable(s):

Training will be provided by contractor however the specifics including class duration will depend on final training requirements, which are in turn determined by the final configuration of the system. The final courses, their content, and the desired attendees will be determined mutually by the Contractor and County project teams as part of this task, will be specifically tailored to County of San Mateo's requirements and the project's needs, and will be set forth in detail in the Training Plan to be developed in Phase 3. Training Plan shall include but is not limited to the following three types of training:

1. **User Training.** Contractor will provide three (3) days of training that will cover all modules implemented by the project, and, where applicable, will be specific to County processes and workflows developed during the project. Based on the training plan, some of these users may be trained before go-live, while others might receive training after go-live.
2. **Web Services & Advanced Configuration Training.** Contractor will deliver Web Services & Advanced Configuration Training. This training is intended for those County staff who will serve as Admins following go-live. This role, and the training itself, will include adding new employees and users, license administration, creation of custom fields and filters, development of detail pages (custom forms within Hansen), maintenance of Access Control (security) setups, and other administrative aspects of the Hansen 8.
3. **IT Knowledge Transfer.** This training will consist of items ranging from the application of patches, access to Infor support sites, methods for backing up the system, managing Access Control and Active Directory settings, changing the time-out settings on each user's page, developing custom dashboards, and managing password protocols. It will have some overlap with Advanced Configuration Training. The final agenda and curriculum will be developed mutually by the project team and its members.

PROJECT ASSUMPTIONS

- Weekly Project Status Reports
- Work will be done remotely and on site as needed. However, the majority of work will be completed at the County's facility unless mutually agreed to.
- County is responsible for any report migration or new report development.
- There are no interfaces to 3rd party applications.
- Design work will not be client-facing unless specifically requested.
- Data presented for migration must be complete, and error-free.

- The Project Plan includes known database triggers.
- There are no custom formulas involved in this migration.
- The Hansen data is already synchronized; Hansen assets have matching COMPKEYs and UNITIDs in the GIS datasets.

PROJECT EXCLUSIONS

- Integration and testing of 3rd Party application interfaces is the responsibility of County.
- Creation of site specific user and training documentation is the responsibility of County.
- County modifications to the County's configuration or product setup.
- Contractor shall not be held liable for any system deficiencies or errors which result from the action(s) of County.
- Additional work performed under the auspices of system remediation shall be defined, approved and billed on a Time and Materials basis.
- Any work efforts not specifically included in this Scope of Work are specifically excluded.

CONTRACTOR RESPONSIBILITIES

Contractor is responsible for providing Hansen experience and guidance to assist with upgrade to Hansen 8 and end user training.

- Contractor will bring qualified resources to bear throughout the duration of the effort, as required by the project.
- Contractor will work in concert with the County project team to deliver a relevant, scalable, and successful software solution to the County.
- The Contractor team's Project Manager will manage all Contractor contractual obligations, and attend weekly minimum status meetings while the project is in progress, provided that any such meetings shall be held at a mutually agreeable time and place and shall be reasonable in duration and frequency.

COUNTY RESPONSIBILITIES

- County must run the v7.x database tool and implement fixes recommended by Contractor.
- County must upgrade to Hansen v7.7.810 prior to the migration.
- County is responsible for testing and approving the new configuration.
- County will retain overall responsibility for this project and is responsible for data quality and data integrity.
- County will provide knowledgeable and competent user personnel who can participate in the project and are committed to providing the necessary resources.
- County will assign a project leader to this project.
- The County project leader will serve as the Licensee's overall point of contact concerning this services effort for Contractor.
- The County project leader will ensure tasks assigned to County staff are performed and completed on a timely basis.

- County will be primarily responsible for reporting modifications and creations.
- County is responsible for all data entry. County shall provide resources at the level necessary to successfully perform the tasks and responsibilities as defined in this Work Order.
- Appropriate subject matter experts will be available for Q&A with reasonable notice and will have adequate knowledge of the change request to provide definitive answers.
- Process owners (department heads, managers, supervisors) will be available with reasonable notice to confirm and validate QA as needed.
- County personnel will attend all scheduled work sessions, technical “side bars,” question resolution sessions, and “sign-off” meetings.
- County personnel will remain available throughout the scheduled project time line.

PROJECT ENVIRONMENT REQUIREMENTS

- **Environment:** County will create a dedicated v8 setup (i.e. “Dev”, “Test”, “Production”) environment.
- **VPN Access:** County will provide VPN access for Contractor training to remotely connect to the training instance for pre-training configuration provided the Contractor completes the VPN Remote Access Request Form and accepts conditions of remote access set forth on the form.

County will provide the following facilities and accommodations for the members of the Project Team.

- **Project Team Work Space:** With advanced notice and assuming availability, the County will provide a conference room or other suitable work area that will allow the Contractor Team to facilitate interaction with the County Teams. The work space should be outfitted with internet connectivity, an LCD projector, screen, whiteboard, erasable markers. Access to a laser or similar high quality printer should be made available for additional printing as required. Access to County networks and availability of internet connectivity is subject to approval of DPW IT Manager and/or County Information Security Officer.
- **Conference Rooms:** With advanced notice and assuming availability, the County will provide access to conference rooms that can be reserved as needed throughout the project. This arrangement will facilitate both planned meetings and spontaneous group discussions and reduce the interruptions to other members of the Project Management Teams.

EXHIBIT B – PAYMENTS AND RATES

AGREEMENT BETWEEN COUNTY OF SAN MATEO, CA AND INFOR PUBLIC SECTOR, INC.

In consideration of the services provided by Contractor in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Schedule of Charges

Task	Estimated Hours	Hourly Rate	Price
Project Management	173	\$221	\$ 38,233
Business Consulting	184	\$193	\$ 35,512
Technical Consulting	112	\$193	\$ 21,616
Center of Excellence Consulting	404	\$ 69	\$ 27,876
Miscellaneous/Travel			\$ 18,000
Contingency			\$ 15,000
Project Total			\$156,237 US DOLLARS

Time and costs for tasks listed here represent an estimate only; only work actually performed will be invoiced. Actual time and cost for tasks may vary however the aggregate charge for all tasks will not exceed \$156,237 without a written Change Order approved and countersigned by both parties.

Payment

Contractor will invoice County at the end of each of the five (5) project phases. Invoice will include actual work performed to achieve deliverables completed and approved by County. County will pay each Contractor invoice within thirty (30) days of the date of invoice.

Each invoice will include the following:

- Agreement Number
- Purchase Order Number
- Detailed actual services performed, amount billed for the current period, and the amount billed in total
- The net amount for which payment is due
- Any discounts as applicable

After Hours and Overtime

Overtime rates of 150% of the quoted rate apply for after hours and weekend work.

"After hours work" is defined as services performed between 8:00 p.m. and 6:00 a.m. Monday through Friday, "Weekend work" is defined as services performed between

8:00 p.m. Friday and 6:00 a.m. Monday. Holiday rates of 200% of the quoted rate apply for all holiday work.

Any overtime, holiday, or after hours work must be submitted to the County's contract contact person for advanced written authorization before such work is undertaken.

Travel

Travel time to and from County's site will be billed at \$90 per hour.

To the extent that this Agreement authorizes reimbursement to Contractor for travel, lodging, and related expenses, the following restrictions apply:

- A. Estimated travel expenses must be submitted to the County's contract contact person for advanced written authorization before such expenses are incurred. No travel expenses are reimbursable under this Agreement unless such written pre-authorization is obtained.
- B. The maximum reimbursement amount for the actual cost of lodging, meals, and incidental expenses ("LM&I Expenses") is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching www.gsa.gov for the term 'CONUS'). CONUS rates are set by fiscal year and are effective October 1st through September 30th.
- C. The maximum reimbursement amount for the actual cost of airline and car rental travel expenses ("Air & Car Expenses") shall be a reasonable rate obtained through a cost-competitive travel service (e.g., a travel or car-rental website). Reimbursable air travel is restricted to economy or coach fares (not first class, business class, "economy-plus," or other non-standard classes) and reimbursable car rental rates are restricted to the mid-level size range or below (i.e., full size, standard size, intermediate, compact, or subcompact). No specialty, luxury, premium, SUV, or similar category vehicles may be submitted for reimbursement. Other reasonable travel expenses ("Other Expenses") such as taxi fares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis.
- D. If in doubt about the propriety of LM&I Expenses, Air & Car Expenses, or Other Expenses, Contractor should err on the side of caution and not incur an expense at that level or obtain authorization from the County's contract contact person.

Miscellaneous

In no event shall the total payment for services under this Agreement exceed ONE HUNDRED FIFTY SIX THOUSAND TWO HUNDRED THIRTY SEVEN DOLLARS (\$156,237) unless agreed upon in writing by both parties.



ORDER FORM

As it relates to the Component Systems specified herein, this Order Form is subject to the terms of the software license agreement between **Infor Public Sector, Inc.**, formerly Hansen Information Technologies, an Infor Company ("Infor") and **County of San Mateo, CA** ("Licensee") with an effective date of **July 15, 2011** (the "License Agreement"). As it relates to Support for the Component Systems, this Order Form is subject to the applicable terms of the License Agreement (to the extent it concerns Support) or, if Support is the subject of a separate Support agreement related to the License Agreement, the terms of such Support Agreement (the "Support Agreement"). The License Agreement and related Support Agreement (if any) are referred to herein as the "Agreement". All terms of the Agreement are incorporated herein by reference. Capitalized terms not defined in this Order Form are defined in the Agreement. In the event of a conflict, the terms of this Order Form control over the terms of the Agreement.

Effective date of this Order Form: _____ (the "Order Form Date")

I. Component Systems

Upgraded From:

	Part # (if applicable)	Component System	User Restriction*		Support level**
			Quantity	Type	
1	H7CS-02	Hansen 7.x - Customer Service - COMBINED	23	CU	XT
2	HGGS-HIL	Hansen Intergraph Geomedia Link	1	NU	XT
3	NZTK-HNDEU-7G	7G-DEU - Hansen 7.x - Neztex Data Utility Exchange - GSA	1	CU	XT
4	H7IP	Hansen 7.x - Image Processing (System License)	1	CU	XT
5	H7AE-01	Hansen 7.x - Street	18	CU	XT
6	H7AP-01	Hansen 7.x - Plant/Fleet	16	CU	XT
7	H7FTV	Hansen 7.x - Formula Based TV Insp	1	CU	XT
8	H7AS-01	Hansen 7.x - Sewer	11	CU	XT
9	H7AT-01	Hansen 7.x - Storm	2	CU	XT
10	H7ID	Hansen 7.x - Image Display	1	CU	XT
11	H7SPOT	Hansen 7.x - Spot Inspection	1	CU	XT

The above Component Systems referred to herein as the "Current Products."

II. Component Systems

Upgraded to:

	Part # (if applicable)	Component System	User Restriction*		Support Level**
			Quantity	Type	
1	H8CS	Hansen 8 - Customer Service	23	CU	XT
2	NZTK-H8NDEU	Hansen 8 - Neztex Data Utility Exchange	1	CU	XT
3	H8AE	Hansen 8 - Street	18	CU	XT
4	H8WM	Hansen 8 - Work Management	41	CU	XT
5	H8AT	Hansen 8 - Storm	2	CU	XT
6	H8AS	Hansen 8 - Sewer	11	CU	XT
7	H8AF	Hansen 8 - Fleet	16	CU	XT
8	H8AP	Hansen 8 - Plant	16	CU	XT
9	H8AIC	Hansen 8 - Inventory Control	41	CU	XT
10	H8PO	Hansen 8 - Purchasing	41	CU	XT
11	H8MD	Hansen 8 - Map Drawer	127	CU	XT
			Total License Fee: Good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Infor		

The above Component Systems referred to herein as the "New Products."

Licensee desires to Upgrade from the Current Products to the New Products. Licensee is hereby granted a license to use the New Products subject to the terms herein and in the Agreement. Licensee's license to use the Current Products shall terminate on the earlier of (i) Licensee's use of the New Products in a production environment or (ii) the thirty (30) day anniversary of the Order Form Date. Upon the termination of Licensee's license to use the Current Products, Licensee shall cease all production and non-production use of the Current Products and shall no longer be eligible to receive Support in connection therewith; Support for the New Products will continue in accordance with the terms herein and in the Agreement. Licensee may not use the Current Products and the New Products in a production environment at the same time.

III. New Component Systems

	Part # (if applicable)	New Component System	User Restriction*		Support Level**
			Quantity	Type	
1	H8GGS	Hansen 8 - GeoAdministrator	1	NU	XT
			Total License Fee: \$20,000.00		

* If specified in the User Restriction field:

CU = "Concurrent User" Quantity represents the maximum number of authorized users that may access the Component System at any given point in time, and each logon will be considered active during the entire logon period whether or not that user is interacting with the Component System at any point in time.

NU = "Named Users" Quantity represents the maximum number of Named Users that may access the Software and each Named Users (e.g. login ID) requires a license. Each license may only be assigned to a single and exclusive log-in. Customer may not utilize any method or program to automatically reassign a log-in from one user to another.

** Selected option in addition to standard Support.

**Support Level: Infor Xtreme ("XT") Support unless otherwise indicated. Descriptions of the Support levels can be found at <http://www.infor.com/content/brochures/inforxtremesupportplanfeatures.pdf/>.

If Applicable, "XTP" = Infor Xtreme Premium (24x7) and "XTE" = Infor Xtreme Elite (24x7) Plus

IV. Support Services

*****Annual Support Fee: Current Products (Table 1, line 1-11) \$30,222.99**

Annual Escalation Percentage Cap: 6% or the then-current Consumer Price Index, whichever is greater.

Initial Term of Support: Order Form Date through 12/31/2014.

Fee for Initial Term of Support:

Good and valuable
Consideration the
receipt and
sufficiency of which
is hereby
acknowledged by Infor.

***Support previously paid on the Component System(s) listed in Table I above is transferred to the Component Systems in Table II and is paid through the renewal date of 12/31/2014.

Additional Annual Support Fee: New Components (Table III, line 1) \$4,000.00

Annual Escalation Percentage Cap: 6% or the then-current Consumer Price Index, whichever is greater.

Initial Term of Support: Order Form Date through one year from Order Form Date.

Fee for Initial Term of Support*:** **\$4,000.00**

Other Fees: **\$0.00**

Total Amount Due (before applicable taxes): **\$24,000.00**

Payment is due within 15 days of Order Form Date.
All amounts are in US Dollars unless otherwise specified.

Currency: **UNITED STATES DOLLAR**

Equipment:

Computer Platform _____ Model: _____
Operating System _____ DBMS: _____
Location: Same as Delivery
Serial Number: _____

Licensee Account ID: **372700**

Infor Ledger ID: **US06A**
Sales Rep Name: **Matt Dey**

Delivery Address:

County of San Mateo
555 County Center
5th Floor
Redwood City, CA 94063

Invoice Address:
(if blank, the Delivery Address shall be used for Invoicing):

Same as Delivery

Contact Name: Todd Blair
Contact Title: IT Manager
Contact Phone: 650-599-7361
Contact email: tb;lair@smcgov.org

Contact Name:
Contact Title:
Contact Phone:
Contact email:

Delivery is FOB Shipping Point.

Other Terms and Conditions:

By signing this Order Form, Licensee represents and warrants that it has obtained all necessary authorizations and approvals including, but not limited to, appropriation of funds and budget approval by the County of Placer, California.

Licensee's purchase of the licenses specified herein is not contingent or dependent upon the provision of any consulting services. Licensee may choose to purchase from Infor contemporaneously with this Order Form or in the future.

No changes or modifications of any kind to this Order Form shall be accepted after execution unless signed in writing by both parties.

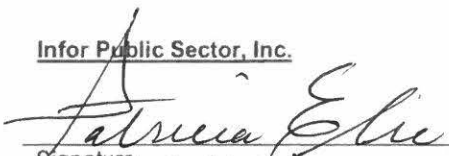
Any purchase order or similar document (other than a mutually executed and delivered Order Form) that may be issued by the undersigned Licensee in connection with this Order Form does not modify this Order Form or the Agreement to which it pertains. No such modification will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Order Form (or as applicable, the Agreement).

For U.S. Government entities, the following restricted rights clause applies: This Component System is a "commercial component," as this term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "computer software documentation," as such terms are defined in 48 C.F.R. 252.227-7014(a)(1) and 48 C.F.R. 252.227-7014(a)(5), respectively, and used in 48 C.F.R. 12.212 and 48 C.F.R. 227.2702, as applicable, and all as amended from time to time. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.2702, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to time, all U.S. Government entities acquire this Component System only with those rights set forth in the license agreement accompanying this Component System. Use, duplication, reproduction, or transfer of this commercial software and accompanying documentation is restricted in accordance with FAR 12.212 and DFARS 227.7202 and by a license agreement.

By signing this Order Form, Licensee represents and warrants that it has obtained all necessary authorizations and approvals including, but not limited to, appropriation of funds and budget approval.

THE PARTIES have executed this Order Form through the signatures of their respective authorized representatives.

For: Infor Public Sector, Inc.



Signature

Patricia Elias

Associate General Counsel

Typed or Printed Name

Title

9/11/2014

Date

For: County of San Mateo, CA

(Legal Name of LICENSEE)

Signature

Typed or Printed Name

Title

Date