RESOLUTION NO. 2011-301

Adopted by the Sacramento City Council

May 24, 2011

SUPPLEMENTAL AGREEMENT NO. 2: WORK ORDER AND ASSET MANAGEMENT ADVANCED REPORTING MODULE SOFTWARE AND MAINTENANCE

BACKGROUND

A. On September 7, 2004, City Council adopted Resolution 2004-713 authorizing an agreement with Infor Global Solutions, Inc. for an upgrade of the work management system from the MP5 version to the 7i/EAM system.

B. On February 2, 2010, City Council adopted Resolution 2010-049 authorizing an agreement (2010-0107) with Infor Global Solutions, Inc. for annual maintenance support service for the period January 1, 2010 through December 31, 2010, with four optional one-year extensions, for a total five-year not to exceed amount of $349,158.

C. The department users have a need to be able to easily extract and analyze data from the Infor EAM/7i system for operational and business decision making.

D. The departments of Transportation, General Services and Parks & Recreation have an ongoing need for license renewal and software maintenance. The Infor 7i/EAM system is a proprietary system of Infor Global Solutions, Inc., hence the need to enter into an agreement with Infor Global Solutions, Inc. for continuing license and maintenance support.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. The City Manager is authorized to execute Supplemental Agreement No. 2 to Agreement No. 2010-0107 with Infor Global Solutions, Inc. for an amount not to exceed $33,997 for purchase of an advanced reporting module, and annual maintenance support service for the period January 1, 2012 through December 31, 2012, with two optional one-year extensions, for a total not to exceed amount of $62,578.

Section 2. The City Manager's supplemental agreement authority is reset.

Adopted by the City of Sacramento City Council on May 24, 2011 by the following vote:
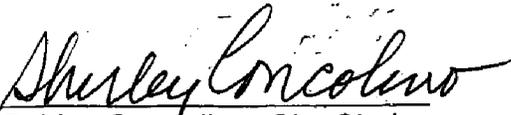
Ayes: Councilmembers Ashby, Cohn, D Fong, R Fong, McCarty, Pannell, Schenirer, Sheedy, and Mayor Johnson.
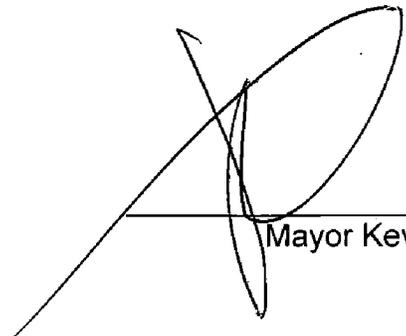
Noes: None.

Abstain: None.

Absent: None.

Attest:

Shirley Condolino

Shirley Condolino, City Clerk

Mayor Kevin Johnson

Mayor Kevin Johnson

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 <u>Infor Global Solutions (Michigan), Inc.</u> ("Infor") and <u>City of Sacramento</u> ("Licensee") with an effective date of February 17, 2010 (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.

In the event the capitalized terms in this Order Form differ from the terminology used in the Agreement, references herein to: "Component Systems" means the software products that are being licensed (and may be referred to in the Agreement as Products, Software Products, Software, Programs or Licensed Programs); "Support" means Infor's current standard maintenance and support services (and may be referred to in the Agreement as Maintenance and Support, Annual Support, Support Services, On-Going Support or One Point Support); "Order Form" means a mutually agreed upon ordering document (and may be referred to in the Agreement as Schedule, Supplement or Supplemental Schedule); "User Restriction" means the license restriction applicable to the Component System in addition to any license restrictions in the Agreement; "Annual Escalation Percentage Cap" means the maximum percentage increase in the annual Support Fee on an annual basis. In addition, based on the applicable Agreement, listed Component Systems herein owned by a third party may also be referred to in the Agreement as "Additional Software" or "Third Party Software".

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

I. Component Systems

	Part # (if applicable)	Component System	User Restriction* Quantity	User Restriction* Type	Support Add-on**
1	DS7IREPCS	Advanced Reporting – Consumer	63	Concurrent Users	
2	DS7IREPAU	Advanced Reporting – Named Author	2	Named Users	
3					
4					
5					
				Total License Fee:	**$29,986.98**

* If specified in the User Restriction field: "Concurrent User" Quantity represents the maximum number of authorized users that may access the Software 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 software at any point in time.

"Named User" 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.

II. Support Services

Annual Support Fee: $5,997.40

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

Initial Term of Support: Order Form Date through December 31, 2011

Fee for Initial Term of Support*: $4,009.22

*** If the Initial Term is less than or more than 12 months, the Fee for Initial Term of Support represents a proportional amount of the Support Fee based on the anticipated Order Form Date. This fee may vary based on the actual Order Form Date.

Other Fees:

Payment is due within 30 days of Order Form Date.
All amounts are in US Dollars unless otherwise specified.

Total Amount Due (before applicable taxes): **$33,996.20**

Currency: **UNITED STATES DOLLAR**

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

Licensee Account ID: **93644**

Sales Rep ID: _____
Sales Rep Name: **Randall Scheideman/Jon Eggena**

Delivery Address:
City of Sacramento - DPW
915 I Street 2nd Floor
Sacramento, CA 95814

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

Contact Name: Daniel Choe
Contact Title: Sr Dept Systems Specialist
Contact Phone 916-808-6631
Contact email dchoe@cityofsacramento.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 City of Sacramento.

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

For: **Infor Global Solutions (Michigan), Inc.**

Signature _Susan Erdely_
Typed or Printed Name **Susan Erdely**
Title **Director, Contracts Management**
Date 5/6/11

For: **City of Sacramento**
(Legal Name of LICENSEE)

Signature

Typed or Printed Name

Title   Date

APPROVED AS TO FORM:
CITY ATTORNEY

Enterprise Edition – Advanced Reporting Module		$33,997
Advanced Reporting Module Support Contract		
01/01/2012	12/31/2012	$5,997
01/01/2013	12/31/2013	$6,358
01/01/2014	12/31/2014	$6,739
	Sub-total:	$53,091
Additional DPR License Support Contract		
01/01/2012	12/31/2012	$2,980
01/01/2013	12/31/2013	$3,159
01/01/2014	12/31/2014	$3,348
	Sub-total:	$9,487
	Grand Total:	$62,578