



**PUBLIC SERVICE BOARD MEETING
AGENDA ITEM**

**REGULAR MEETING
Wednesday, August 09, 2017**

SUBJECT

Hansen Support and Maintenance Renewal

BACKGROUND

The Infor Hansen Enterprise Asset Management System is a series of integrated asset and work order management applications used throughout the Utility.

EVALUATION PROCESS

A three year support and maintenance renewal quotation was received from Infor with discounted pricing and estimated savings of \$28,209.56. Infor is the sole source provider of Hansen support and maintenance services.

FINANCIAL IMPLICATIONS

Sufficient funds are available in account number 810-7790, and the funding source is the Water and Sewer Fund.

PROPOSED ACTION REQUESTED

Approve a three year sole source Hansen support and maintenance contract with Infor Public Sector, Inc. in the total amount of \$714,628.27.

SUPPORTING DOCUMENTATION PROVIDED

-) Infor Multi-Year 6-1-17 Quotation
-) Sole Source Letter



ADDENDUM

MULTIYEAR SUPPORT COMMITMENT

As it relates to the Component Systems specified herein, this Addendum is subject to the terms of the Software License Agreement between Infor Public Sector, Inc. ("Infor") and El Paso Water Utilities Public Service Board ("Licensee") with an effective date of June 12, 2014 (the "License Agreement"). As it relates to Support for the Component Systems, this Addendum is subject to the applicable terms of the License Agreement (to the extent it concerns Support) or, if Support is subject to 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 Addendum are defined in the Agreement. In the event of a conflict, the terms of this Addendum control over the terms of the Agreement.

In the event the capitalized terms in this Addendum 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 an 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 an Agreement as Schedule, Supplement or Supplemental Schedule); "Annual Escalation Percentage Cap" means the maximum percentage increase in an 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 the Addendum: the date of counter-signature by Infor.

I. Component Systems: Previously licensed Component Systems for which Licensee is purchasing Support. No delivery necessary.

	SKU	Component System	License Restriction Quantity	Type	Support Level*
1	H8WM	Hansen 8 - Work Management	117	Concurrent Users	XT
2	H8AFA	Hansen 8 - Facility	11	Concurrent Users	XT
3	H8AP	Hansen 8 - Plant	34	Concurrent Users	XT
4	H8AS	Hansen 8 - Sewer	21	Concurrent Users	XT
5	H8AT	Hansen 8 - Storm	22	Concurrent Users	XT
6	H8AW	Hansen 8 - Water	25	Concurrent Users	XT
7	H8MD	Hansen 8 - Map Drawer	285	Concurrent Users	XT
8	H8GGS	Hansen 8 - GeoAdministrator	10	Concurrent Users	XT
9	NZTK-H8NDEU	Hansen 8 - Nezttek Data Utility Exchange	3	Named Users	XT
10	H8LL	Hansen 8 - License	10	Concurrent Users	XT
11	H8LT	Hansen 8 - Trade License	10	Concurrent Users	XT
12	H8LP	Hansen 8 - Code Enforcement	10	Concurrent Users	XT
13	H8CS	Hansen 8 - Customer Service	18	Concurrent Users	XT
14	H8AMT	Hansen 8 - Asset Management Tools	1	Server	XT
15	H8AWS	Hansen 8 - Asset Web Services	1	Server	XT

*Support Level: Infor Xtreme ("XT") Support unless otherwise indicated. At all times Support shall be provided according to Infor's then-current Support policies and procedures. Descriptions of the Support levels can be found at <http://www.infor.com/support/support-plan-features/> .

If Applicable: "XTP" = Infor Xtreme Premium (24 x 7) and "XTE" = Infor Xtreme Elite (24 x 7) Plus.

Infor Support Assistant: If not already installed, Licensee agrees to promptly download and install Infor Support Assistant ("ISA"), a data collecting application that gathers relevant system and software information for use by Infor Support in its continuing effort to improve Support response and resolution times and to assist Infor with the provision of proactive Support. For purposes of

clarification, ISA does not collect personal data, business transaction data, production data or authentication information, including passwords.

II. Support Services

Total Support Fee:** \$714,628.27

** The Total Support Fee specified above has been calculated to align the Support End Dates of all Component Systems listed.

Annual Escalation Percentage Cap: For this Support Term, the Annual Escalation Percentage increase of 4% is included in the annual payment amounts set forth below. Following this Support Term, the Annual Escalation Percentage cap shall be 6% or the then-current year-over-year increase in the Consumer Price Index (CPI) whichever is the greater.

Support Term: 08-01-2017 (“Start date”) to 07-31-2020

Support Commitment:

The Support Term specified herein is a binding term, and neither party may exercise any rights of non-renewal or cancellation for convenience so as to terminate Support prior to the end of such Support Term. If Licensee fails to pay Infor any portion of the Total Support Fee when due, then, in addition to other remedies Infor may exercise, Licensee shall immediately be invoiced for, and shall be obligated to pay to Infor, as liquidated damages, the Total Support Fee, as increased by the Annual Escalation Percentage Cap, less any portion of the Total Support Fee previously paid (the “Damages”). If such amount is not paid within fifteen (15) days of invoice, Infor shall have no further obligation to provide Support, and the Licensee shall remain fully obligated to pay the Damages.

On the last day of the Support Term, Support will automatically renew for successive twelve-month periods (the “Renewal Period”) unless either party provides written notice to the other party of non-renewal at least ninety (90) days prior to the commencement of the Renewal Period.

Other fees: NA

Total Amount Due (before applicable taxes): 714,628.27

Currency: USD

Payment Schedule:

228,930.12 (plus applicable taxes) is due no later than 7-1-2017

238,087.33 (plus applicable taxes) is due no later than 7-1-2018

247,610.82 (plus applicable taxes) is due no later than 7-1-2019

Invoice Address: P.O. BOX 511

EL PASO, TX 79961-0511

Contact Tel: (915) 594-5632

Contact name: Armando R. Renteria

Contact Title: Chief Information Officer

Contact Email: arrenteria@EPWU.org

Account ID: 1-372234

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

Infor Public Sector, Inc.
Signature

El Paso Water Utilities Public Service Board
Signature

Name:

Name:

Title:

Title:

Date:

Date:

Support and Maintenance Multi- Year Contract Uplift Savings Comparison

Uplift Comparison	8-1-17/7-31-18	8-1-18/7-31-19	8-1-19/7-31-20	3 Year Total
1 year = 6%	233,332.65	247,332.61	262,172.57	742,837.83
3 year proposed = 4%	228,930.12	238,087.33	247,610.82	714,628.27
SAVINGS	4,402.53	9,245.28	14,561.75	28,209.56