



**FIXED FEE**

**SERVICES WORK ORDER**

**INTRODUCTION**

This **Fixed Fee** Services Work Order ("Work Order or SOW") is subject to all terms and conditions of the Master Services Agreement (or if applicable the Master Terms and Conditions) between **Infor (US), Inc.** ("Infor") and **Guilford County** ("Licensee") with an Effective Date of **February 17, 2006** (the "Services Agreement"). All terms of the Services Agreement are incorporated herein by this reference. Capitalized terms not defined in this Work Order are defined in the Services Agreement. In the event of a conflict, the terms of this Work Order control over the terms of the Services Agreement.

<b>Effective date of this Work Order:</b>	As of last signature date.
<b>Work Order Number:</b>	TBD
<b>Prepared By:</b>	Glen Krapf
<b>Project Name:</b>	Infor Lawson Contract Management System 10.1.0.1 Installation, Configuration and Training

**PROJECT OVERVIEW:**

Implementation of Contract Management on the Infor SaaS Platform for 75 County Users.

**1.0 PROJECT SCOPE**

The scope of this engagement is based on information given to Infor by the Licensee and the key assumptions detailed in this Work Order.

**1.1 Licensed Software** included in the Project scope are:

- Infor Contract Management

**License Software Scope Assumptions and Licensee Obligations**

- Unless otherwise agreed to herein, Infor will install the production release version of the Licensed Software. This Work Order does not include performing any upgrades to the installed Licensed Software.
- Logging incidents with Infor Support, as well as the application of fixes or patches that are made available by Infor Support, are the responsibility of the Licensee, and therefore the effort associated with these activities has not been included in Infor's estimates and scope of work.
- Unless otherwise noted, a single centralized environment/instance will be implemented for Licensee, using single common configuration and business processes.

**1.2 Organizational and Geographic Scope:** As provided herein, the parties anticipate that Services will be performed for the following Licensee locations and/or business units\_("Geographic Scope"). All Project activities will be conducted either remotely or at Licensee sites located at **Greensboro, NC.**

**Organizational and Geographic Scope Assumptions and Licensee Obligations**

- Licensee will coordinate and support communication with all Licensee locations and/or business units as necessary for a successful implementation.

**1.3 Data Migration and Conversion Scope:** "Data Migration and Conversion" means the efforts associated with the analysis, cleansing, transformation/mapping, loading and reconciling of current or historical data from other systems into Infor systems (or prior Infor systems into current Infor systems), whether by manual or programmatic methods. The Data Migration and Conversion tasks identified below are within the Project scope.

Data Migration is considered out of scope for this project.

**Data Migration and Conversion Assumptions and Licensee Obligations**

For any identified Data Migration requirements during Project

- Licensee will develop, manage and execute a plan for the conversion work that will meet the milestones of the Project plan.
- Licensee is responsible for all conversion activities, and this includes but is not limited to the following:
  - Extracting and cleansing legacy data, and transforming/mapping into prescribed formats provided by Infor
  - Designing and building any conversion programs that may be required
  - Converting data into the Infor system
  - Reconciling and validating converted data, and correcting and reloading data with errors
- Where the conversion method is manual, Licensee is responsible for performing the data preparation and data entry.

**1.4 Interface/Integration Scope:** “Interfaces” means those objects that allow data to move either into or out of the installed applications, either in batch, real-time or near-real time. Interfaces are defined by the business processes they facilitate, the points during those processes where data is exchanged, the frequency in which data is exchanged, and the method by which the data is exchanged.

Interfaces are considered out of scope for this project.

**Interface Assumptions and Licensee Obligations**

For any identified Data Migration requirements during Project:

- All data files for outbound and inbound interfaces with Infor applications will be in the specified Infor standard file formats.
- Licensee will provide access to any environment, data, and systems to test interfaces for all Licensee and third party systems to which the Infor applications will be interfaced with.
- The Licensee will be responsible for building the source system side of the interface, as required.
- Licensee is responsible for data validation efforts associated with interface testing, ensuring interfaced data, including any transformation, mapping or aggregating logic, is performing correctly.

**1.5 Extensions and Modifications Scope:** “Extensions and Modifications” refer to the modification of delivered Infor objects, or the creation of new objects to extend functionality.

Extensions and Modifications are considered out of scope for this project.

**Extension and Modifications Assumptions and Licensee Obligations**

- This Project is based on the implementation of commercial off the shelf software (COTS). Unless otherwise identified in this section, the scope of the Project will only implement standard, unmodified, functionality.

**1.6 Reports Scope:** This section covers Reports development related to the implementation. This development will include the following:

Project will include the delivery of Standard Reports. Report development is considered out of scope for this project.

**1.7 Project Team Readiness & Training Scope:** “Project Team Readiness & Training Scope” means the efforts related to preparing Project team members with the skills and competencies required for their roles on the Project and to sustain the solution/system post go-live. The table below outlines the Project Team Training Plan within the Project scope.

Module	Course Description	Hours of Training	Number of Classes Offered	Mode of Training	# of Attendees
<i>Infor Contract Management</i>	<i>Infor Contract Management</i>	32	1	<i>Onsite/Classroom</i>	12

**Project Team Training Assumptions and Licensee Obligations**

- For Licensee-site training, Licensee will provide training accommodations and facilities including a computer work station for every attendee, a computer workstation for the instructor, Infor training

data loaded on a server and accessible by each workstation, printer access from each workstation, white board and flip-chart with markers, and a computer projector.

- For the avoidance of doubt:
  - All Learning Workshops and Private Labs are held on-premises at Licensee location.
  - All Public Labs are remote.
  - All Virtual Labs are provided on-line.

**1.8 End User Adoption & Training Scope:** “End User Adoption & Training Scope” means the efforts related to designing, developing and delivering training to end-users or those impacted by changes from the Project. The End User Adoption and Training tasks, work products and events identified below are within the Project scope.

End User Training is considered out of scope for this Project. Infor is training Project team only.

#### **End User Training Assumptions and Licensee Obligations**

- Licensee is responsible for all End User Training.

#### **1.9 Additional Scope Parameters and Scope-Related Assumptions:**

- Exclusion of Organizational Change Management (OCM): OCM related activities, including but not limited to executive alignment, internal/external communications, job impact assessment, etc., is the responsibility of Licensee.
- Security: Licensee is responsible for ensuring that all security designs and the associated implementation meets regulatory and audit requirements.
- Security: Security requirements included in scope are limited to the standard capabilities of Infor Security.

**1.9.1 Go-Live Scope:** Go-Live support is the work required to complete the cutover, Go-Live and post Go-Live tasks for the period of time described below. “Go-Live” is defined as the first time Licensee uses the Licensed Software to process data in Licensee’s live production environment.

80 hours of go Live support over two (2) work weeks are included in Project Scope.

#### **Go-Live Support Assumptions and Licensee Obligations**

- If the Licensee is not ready to Go-Live upon completion of the Services described in this SOW, additional Services and training may be required (“Additional Work”).
- The Infor Project Manager will work together with the Licensee Project Manager to develop a joint post Go-Live support resource plan.
- Licensee process owners and key users will provide first line support to Licensee end users.
- Infor consultants will support the Licensee process owners and key users with resolution of process questions and provide Infor application assistance where required subject to the Go-Live consulting hours above

## **2.0 PROJECT APPROACH**

### **2.1 Implementation Approach – Infor Deployment Method**

Infor Deployment Method will be used as the overall governing methodology for all Project related work for the Licensee Project activities associated with implementing the scope described herein. It defines what is to be delivered during the Project, which party is responsible for that work, and how the work is to be performed.

### **2.2 Project Governance**

The following governance processes and assumptions shall apply for this Project:

- Project Management Plan
- Project Sponsorship and Executive Involvement
- Monthly Steering Committee Reports and Meetings
- Weekly Status Reports and Meetings
- Project Issue Escalations

**Project Change Control Process:** Deviations that arise during the proposed Project will be managed using the Project Change Control Process outlined below. Changes could include, but are not limited to, changes in costs, timing, scope, or deliverables.

The Change Control Process will be invoked before any unplanned or out of scope work is executed or any work is completed outside Licensee's regular business hours. Any additional effort/costs as a result of such work would be subject to the following Change Control Process.

If either party believes that a change to this Work Order is necessary, such party shall issue to the other party a written change request ("Change Request"). In the case of a Licensee initiated Change Request, Infor will evaluate the feasibility of the Change Request as soon as practical following receipt and determine the impact to the Project cost and timelines. In instances where specialized resources are requested, but not contained, within the original Project scope, the quoted rate will be established at Infor's then current rate for such services. Infor shall provide Licensee a written statement (a "Change Response") describing in detail:

- Any additional Services to be performed as a result of the Change Request
- The estimated cost associated with such additional Services; and
- Any other information relating to the Change Request that may reasonably be requested by Licensee.

Licensee shall respond promptly to any Infor-initiated Change Request. If Licensee approves an Infor-initiated Change Request or a Change Response, with such approval to be in writing, such Change Request or Change Response shall be deemed to be a "Change Order." Any duly executed Change Order shall be attached to this Work Order.

The Infor Project Manager and the Licensee Project Manager shall be authorized to administer any Change Order. The estimated Project schedule shall be adjusted accordingly for each Change Order. If Licensee rejects an Infor-initiated Change Request, or any Change Response, Infor and Licensee shall proceed to fulfill their obligations as originally agreed under this Work Order.

#### **Project Governance Assumptions and Licensee Obligations:**

- Infor and Licensee will manage the Project jointly, including work planning, activity and resource planning and budgetary control. All Project Management tasks will be delegated appropriately between the Infor and Licensee Project Managers during planning.

- Licensee will assign a full-time Project Manager. The Licensee Project Manager will be responsible for ensuring the performance of the Licensee Project team and for coordinating Project activities with the Infor Project Manager.
- Licensee Project Manager will coordinate all communication with Licensee personnel and provide a central communication channel for the Project with the Infor Project Manager.

### **2.3 Testing**

Within Infor “Deployment Method,” testing encapsulates a key set of test phases and associated activities that spans across multiple Infor deployment phases. The Deployment Method also includes a clear understanding of objectives and Infor versus Licensee roles and responsibilities. These testing requirements during each test phase are critical since each phase is the culmination and acceptance of many predecessor activities.

In addition to over-arching test planning, test-related activities for each test phase include the following:

- Test Planning
- Execution of Test Scenarios/Scripts
- Documentation of Test Results
- Test Issue Resolution
- Test Phase Sign-off

The following outlines how testing will be approached for this Project, along with test-related roles and responsibilities:

- Acceptance Testing
- System/Full Scale Testing

Acceptance testing criteria will be jointly agreed by Infor and Licensee.

**3.0 IMPLEMENTATION TIMELINE AND STRATEGY**

Infor proposes an estimated Project schedule duration of approximately 3 (three) months for Project implementation. This Work Order assumes a Project start date of approximately May 1, 2016. Any delay of the start date will impact the availability of Project resources, the final production Go-Live date, and will necessitate further discussion to agree on Project schedule.

**4.0 PROJECT ROLES AND RESPONSIBILITIES**

**4.1 Licensee Project Resource Requirements**

Licensee will provide the necessary resources to complete the assigned activities which will include, at a minimum, providing the following roles.

Licensee Project Role	Estimated Level of Effort (FTEs)
Project Sponsor	.1 FTE
Project Manager	.25 FTE
Procurement Lead	1 FTE
Subject Matter Experts/Core Team Member	2 FTEs
IT Technical Lead	.1 FTE
Technical Developers/Analysts	2 FTEs
IT Technical	2 FTEs

**Resource Assumptions and Licensee Obligations**

- Licensee acknowledges that all Project timelines are subject to timely provision of resources and performance of obligations.
- Licensee will provide Infor resources after-hours access to the Licensee Project site.
- Licensee will provide, at no charge to Infor, personnel to carry out administrative functions on behalf of the Infor Project team. Licensee may choose to assign multiple people to cover the required tasks.
- The core Project team, including Infor and Licensee team members, will be co-located at a single Licensee location for all onsite Project work.
- Licensee Core Team Members: Licensee will assign to the Project highly experienced representatives from all the areas within scope for the duration of the Project, to ensure all Licensee Project activities are completed within the established Project timeline. These individuals will be qualified to define requirements for their respective disciplines and will be empowered to make process and policy decisions, including deliverable signoffs, and will engage other subject matter experts as needed.
- Licensee subject matter experts (SMEs): In addition to Licensee core team members, Licensee SMEs will be required from affected areas of the business to participate in business process requirements reviews and design workshops. Licensee will ensure these resources are identified in advance and are readily available to participate in meetings workshops and test events as defined in the Project work plan in order to keep the Project on schedule.
- Licensee will have full time technical resources assigned to the Project, while the Infor Technical Resource will serve as an advisor for all technical activities in this Project. This should allow the

Infor Technical Resource to transfer knowledge and ownership of technical tasks to the Licensee technical team, which should result in decreased Infor involvement over time.

- Infor's staffing requirements will be determined solely by Infor. Infor may also, at its sole discretion use subcontractors in performing Services under this Work Order.
- If Licensee decides to assign non-Licensee personnel to the Project team, Infor will assume that these team members represent Licensee and will be empowered to make decisions for Licensee. However, all such non-Licensee personnel must be bound to the confidentiality provisions of the Services Agreement to the same extent as Licensee, and Licensee is responsible for any breaches of such confidentiality agreement by such non-Licensee personnel as if Licensee committed such breach.

## **5.0 GENERAL PROJECT ASSUMPTIONS AND LICENSEE OBLIGATIONS**

- Any additional requirement(s) not specified in this Work Order, or identified during the course of the Project will be addressed using the Project Change Control Process.
- Licensee will provide office facilities to all Project team members assigned to the core Project team. This includes, but is not limited to, office space, work desks, networked computers, secured filing cabinets if required, team meeting rooms, networked printers, photocopier, telephones, stationery, whiteboards, and internet and remote VPN connection in order to facilitate the effectiveness of the Project team.
- For Services provided at Licensee location, Licensee will provide facilities for Infor personnel. This includes, but not limited to, office space, desks, networked computers, secured filing cabinets if required, team meeting rooms, network printers, photocopiers, telephones, stationaries, whiteboards, internet and remote VPN connection.
- Licensee acknowledges that any delays or changes caused by licensee, Licensee's employees, equipment, contractors, or vendors may cause an increase in the fees required under this Work Order, including without limitation, delays or changes due to the following: (a) change to or deficiency in the information which Licensee has supplied to Infor; (b) failure by Licensee to perform any of its responsibilities in a timely manner including the supply to Infor of resources and information; or (c) an unanticipated event that changes the service needs or requirements of Licensee. Changes required to this Work Order a result of any of the foregoing events will be handled using the Project Change Control Process.
- Some tasks may be performed offsite by Infor and Licensee staff members. Infor and Licensee staff will have remote access to Licensee's network and systems as necessary to perform such Project activities.
- Licensee will coordinate facilities and availability of Licensee resources for all required testing of the Licensed Software prior to deployment.
- It is assumed that, at the time of the implementation, the Licensee will be active on Infor Xtreme Support with regards to the licenses being implemented.
- After the Project initiation, Licensee and Infor will meet and finalize activities required to accomplish the objectives of this Project, develop a Project plan, timeline, and milestones by both parties. It is possible that as the result of this meeting the proposed Project scope may change. This scope change may result in additional responsibilities for each party. In that case, this Work Order will be modified with a change order, independent of whether or not there will be any funding changes
- In the case when one of the resources on the Project is no longer available, Infor will make other resources available to the Project, however, they may be of a higher level and may require a change order reflecting the higher rate.
- Process Flows will meet Licensee requirements.



**6.0 PAYMENT MILESTONE SCHEDULE**

Licensee agrees to pay Infor fees of \$159,882 for the services described in this Work Order. Upon Infor's completion of the work products or activities associated with each Milestone as set forth herein, the corresponding fee for such Milestone specified below becomes due and Infor shall invoice Licensee. Licensee shall pay such fee as set forth below.

Payment Milestone	Task Name	Description	Licensee vs. Infor Lead	Acceptance Criteria	Target Completion Date	Amount (USD)
1. Project Initiation	Project Kickoff Meeting	Introduce the project participants and align them with the project.	Infor	Infor Written Deliverable	May 6, 2016	\$ 25,000
2. Prototype	Build Prototype Environment	Build a prototype environment that includes standard application functionality.	Infor	Infor Configuration Deliverables	May 27, 2106	\$ 30,000
3. Design and Development	Configure Applications	Define and Configure the application setup parameters to support the in scope business processes	Infor	N/A	June 29, 2016	\$ 60,000
4. Go-Live	Post Go-Live Support	Budgeted for 80 hours	Infor	80 hours of Post Go Live Support	July 29, 2016	\$ 44,882
<b>TOTAL</b>						<b>\$159,882</b>

Acceptance Criteria

Criteria	Details
Infor Written Deliverables	<ul style="list-style-type: none"> <li>• The Infor Deliverable complies with the Infor format using the Infor standard templates.</li> <li>• The Infor Deliverable is consistent with other Infor Deliverables already approved.</li> <li>• The Infor Deliverable meets the general review criteria (e.g., pages numbered, free of formatting and spelling errors, clearly written, no incomplete sections, etc.).</li> <li>• Procedures/documentation for the Infor Deliverables comply with the technical/business system design.</li> </ul>
Infor Configuration Deliverables	<ul style="list-style-type: none"> <li>• System configuration is complete per the application configuration documentation.</li> </ul>

If required and not otherwise specified, any testing or acceptance criteria will be jointly agreed by Infor and Licensee.

**GUILFORD COUNTY CONTRACT NO. 53578-02/06-212, AMENDMENT NO. 20  
INFOR (US), INC.**

Each invoice is payable within thirty (30) days from the date of invoice. This payment obligation is non-cancelable and the amounts paid are non-refundable. Fees do not include applicable taxes, which will be added to each invoice if applicable.

Fees include travel and living expenses for up to ten (10) consultant trips.

Where a substantial variation from this Work Order is foreseen, both parties must agree in writing to the additional work and amend this Work Order accordingly via the Project Change Control Process.

The Parties agree that this Work Order and Contract is subject to the jurisdiction and laws of the State of North Carolina. Infor (US), Inc. will comply with bid restrictions, if any, and applicable laws, including N.C.G.S. §143-129(j) regarding E-Verify. Any controversies arising out of this Contract shall be governed by and construed in accordance with the laws of the State of North Carolina.

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

**INFOR:**

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

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

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

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

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

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

**Invoices MUST be mailed to:**

Company Name: **INFOR (US), INC.\*** \_\_\_\_\_

Contact Name: \_\_\_\_\_

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

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

Phone: \_\_\_\_\_

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

**LICENSEE: GUILFORD COUNTY**

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

Printed Name: Marty K. Lawing \_\_\_\_\_

Title: Guilford County Manager \_\_\_\_\_

Address: 301 West Market Street \_\_\_\_\_

Address: Greensboro, NC 27401 \_\_\_\_\_

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

**Delivery Address:  
If different from above**

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

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

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

Phone: \_\_\_\_\_

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

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act. \_\_\_\_\_, Guilford County Finance Director

**\* The County will be billed by Infor (US), Inc. and payment will be made directly to Infor (US), Inc. and no other entity.**

STATE OF NORTH CAROLINA

**AFFIDAVIT REGARDING E-VERIFY**

COUNTY OF GUILFORD

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I, \_\_\_\_\_ (the individual attesting below), being duly authorized by and on behalf of \_\_\_\_\_ (the entity doing business with Guilford County, hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. Mark "Yes" or "No":
  - a. YES \_\_\_\_\_; or,
  - b. NO \_\_\_\_\_
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Signature of Affiant  
Print or Type Name: \_\_\_\_\_

State of North Carolina County of Guilford

Signed and sworn to (or affirmed) before me, this the \_\_\_\_\_  
day of \_\_\_\_\_, 2016.

My Commission Expires:

\_\_\_\_\_  
Notary Public

(Affix Official/Notarial Seal)



*Elaine F. Marshall*  
Secretary

North Carolina

DEPARTMENT OF THE  
SECRETARY OF STATE

PO Box 29622 Raleigh, NC 27626-0622 (919)807-2000

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**Corporate Names**

**Legal:** Infor(US), Inc.  
**Prev Legal:** Lawson Software, Inc.

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**Business Corporation Information**

**SosId:** 1253825  
**Status:** Current-Active  
**Annual Report Status:** Current  
**Citizenship:** Foreign  
**Date Formed:** 4/10/2012  
**Fiscal Month:** April  
**State of Incorporation:** DE  
**Registered Agent:** CT Corporation System

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**Corporate Addresses**

**Mailing:** 13560 Morris Rd, Suite 4100  
Alpharetta, GA 30004-8995  
**Principal Office:** 13560 Morris Rd, Suite 4100  
Alpharetta, GA 30004-8995  
**Reg Office:** 150 Fayetteville St., Box 1011  
Raleigh, NC 27601-2957  
**Reg Mailing:** 150 Fayetteville St., Box 1011  
Raleigh, NC 27601-2957

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**Officers**

**President:** Gregory Giangiorano  
13560 Morris Road, Suite 4100  
Alpharetta GA 30004  
**Treasurer:** Mark Henry  
13560 Morris Road, Suite 4100  
Alpharetta GA 30004  
**Secretary:** Bradford E Steiner  
13560 Morris Rd, Suite 4100  
Alpharetta GA 30004

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**Stock**