



INTEROFFICE MEMORANDUM  
**AGREEMENT DOCUMENT**

DATE: July 13, 2022

TO: Key Purchasing Personnel

FROM: Procurement and Contract Services

RE: Lawson Support Services

AGREEMENT#: 2022-041

|                       |  |
|-----------------------|--|
| Vendor Name & Address | Analyst International Corporation<br>2400 Meadowbrook Parkway<br>Duluth, GA 30096  |
| Phone & Fax           | Office: (952-897-4595)<br>Email: <a href="mailto:gary.link@analysts.com">gary.link@analysts.com</a>  |
| Contact Person        | Gary Link  |
| Ordering Instructions | <ul style="list-style-type: none"><li>○ Using Department to enter a requisition in the Lawson System for a Purchase Order to be issued.</li><li>○ Requisition must include each item as a separate line item.</li><li>○ Invoices will be paid against Lawson System Receiver and Purchase Order.</li><li>○ Reference Agreement Number in the comments section of the requisition as well as comments to print on the purchase order.</li></ul> |
| Terms/Discounts       | Net 30   |
| Delivery              | Destination  |
| Pricing               | See Attached Pricing Sheet   |
| Response Time         | As specified   |
| Effective Dates       | July 13, 2022 though July 12, 2023   |

cc: Bid File- Original memo  
Intranet



# LEE'S SUMMIT MISSOURI

## NOTICE TO PROCEED

July 13, 2022

Mr. Gary Link  
Analyst International Corporation  
2400 Meadowbrook Parkway  
Duluth, GA 30096

RE: Lawson Support Services  
RFP Agreement 2022-041

Dear Mr. Link:

You are hereby notified to provide Lawson Support Services in accordance with the agreement dated July 13, 2022. The agreement term shall be for a one (1) year period from July 13, 2022 through July 12, 2023. The agreement will automatically renew for up to four (4) additional one (1) year terms provided all parties agree in writing to the renewal terms for the term specified.

A Purchase Order should be issued for requested work against this agreement. The Purchase Order number must be referenced on all invoices, delivery tickets, and all associated paperwork.

To ensure prompt payment, all invoices must be sent to Accounts Payable at [ap@cityofls.net](mailto:ap@cityofls.net), via fax at 816-969-1113, or by US Mail to Attention Accounts Payable, City of Lee's Summit, 220 SE Green Street, Lee's Summit, MO 64063. Payment will be made within 30 days after receipt of the invoice by the AP Department.

City staff looks forward to doing business with your company during this agreement period. Please do not hesitate to contact me at 816-969-1087 with any questions or concerns.

Thank you,

*DeeDee Tschirhart*

DeeDee Tschirhart, CPPB  
Senior Procurement Officer

cc: Project File



**SERVICES AGREEMENT  
 BETWEEN  
 THE CITY OF LEE'S SUMMIT  
 AND  
 ANALYSTS INTERNATIONAL CORPORATION**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of the Effective Date set forth below between the City of Lee's Summit, a Missouri municipal corporation (the "City"), and Analysts International Corporation, a Minnesota corporation (the "Contractor"). The City and the Contractor are sometimes referred to individually as the "Party" and collectively as the "Parties".

RECITALS

- A. The City issued a Request for Proposals, RFP #2022-041 Lawson Support Services (the "RFP"), a copy of which is on file with the Purchasing Division and incorporated herein by reference, seeking proposals from Contractors to provide Lawson Support Services (the "Services").
- B. The Contractor responded to the RFP by submitting a proposal (the "Proposal"), attached hereto as Exhibit A and incorporated herein by reference, and the City desires to enter into an Agreement with the Contractor for the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor hereby agree as follows:

1. Recitals. The recitals set forth above and incorporated into this Agreement by reference and shall constitute a part of this Agreement.
2. Term of Agreement.
  - a. Initial Term. This Agreement shall be effective from the Effective Date, and remain in full force and effect for one year thereafter (the "Initial Term"), unless terminated as otherwise provided herein.
  - b. Renewal Terms. After the expiration of the Initial Term, this Agreement shall automatically renew for up to four (4) successive, one-year terms (each a "Renewal Term") if it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.
  - c. Transition Term. Notwithstanding the expiration of the Initial Term or all available Renewal Terms, the City, at its sole discretion and upon thirty (30) days written notice to Contractor, may extend the Agreement for up to six (6) months from the date of expiration or until the City terminates the Agreement, whichever occurs earlier. Upon receipt of such written notice, Contractor shall continue to perform its obligations under this Agreement.
3. Scope of Work. Contractor shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit B and incorporated herein by reference.

This is an indefinite quantity and indefinite delivery Agreement for Services, which shall only be provided when the City chooses to move forward with a pending project and proper authorization and documentation have been approved. For project(s) determined by the City to be appropriate for this Agreement, the Contractor shall provide the specific Services to the City as may be agreed upon between the Parties, in the form of a written invoice, quote, purchase order or other form of written acknowledgment describing the Services to be provided (each, a "Statement of Work"). Each Statement of Work shall (i) contain a reference to this Agreement and (ii) be attached hereto as Exhibit B and incorporated herein by reference. Statements of Work submitted without referencing this Agreement will be subject to rejection. Contractor acknowledges and agrees that Statement of Work (s) containing unauthorized

exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement, other than City's project-specific requirements, are hereby expressly declared void and shall be of no force and effect. The City does not guarantee any minimum or maximum amount of Services will be requested under this Agreement.

4. Compensation. The City shall pay Contractor for the Initial Term and for each subsequent Renewal Term, if any, an amount not to exceed the line item costs (as described in the Scope of Work) at the rates for set forth in the Fee Proposal, attached hereto as Exhibit C and incorporated herein by reference.

The City's Procurement Officer will only review fully documented requests for price increases after the Initial Term. If the Contractor desires to increase its prices for any Renewal Term, the Contractor shall notify the Procurement Officer sixty (60) days or more prior to the end of the Initial Term or the then current Renewal Term and will be a factor in the renewal review process. The City's Procurement Officer will determine whether the requested price increase or an alternate option is in the best interest of the City. Any price adjustment will be effective upon the effective date of the agreement Renewal Term.

5. Payments and Taxes. The City shall pay the Contractor monthly, based upon work performed and completed to date, and upon submission and approval of invoices. Unless the Parties agree otherwise in a Statement of Work, City will pay the Contractor within net thirty (30) days of receipt of undisputed invoice. All invoices shall document and itemize all work completed to date, and shall include the Purchase Order number authorizing the transaction, if applicable, and shall be delivered to the City Accounts Payable address indicated on the face of the Purchase Order or email to ap@cityofls.net, unless otherwise specified. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment. All transportation charges must be prepaid by the Contractor. If invoice is subject to a quick payment discount, the discount period will be calculated from the date of receipt of the claim Service or the/ Materials or the invoice, whichever is later.

6. Safety Plan. Contractor shall provide the Services in accordance with a safety plan that is compliant with all applicable Occupational Safety and Health Administration ("OSHA"), American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Contractor's sole determination, the Services to be provided do not require a safety plan, Contractor shall notify the City, in writing, describing the reasons a safety plan is unnecessary. The City reserves the right to request a safety plan following such notification, if applicable to the performance of Services.

7. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

8. Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Contractor agrees to assign specific individuals to key positions. If deemed qualified, the Contractor is encouraged to hire City residents to fill vacant positions at all levels. Contractor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.

9. Inspection; Acceptance. All work and services shall be subject to inspection and acceptance by the City at reasonable times during Contractor's performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the City.

10. Licenses; Materials. Contractor shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Contractor. The City has no obligation to provide Contractor, its employees, or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Contractor.



11. Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

12. Indemnification and Limitation of Liability. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, director, employee and agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all third-party losses, claims, damages, liabilities, fines, penalties, judgments, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (collectively "Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the intentional, knowing, reckless, negligent acts, errors, directives, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor or person for which Contractor may be legally liable in the performance of this Agreement, except to the extent Indemnified Party' own acts or omissions were the sole cause of the Claims. However, if any of the third parties are partially responsible for the events giving rise to the Claims, Contractor indemnification hereunder shall apply only to the extent that Contractor contributed to the events.

The Indemnified Party shall: (i) provide prompt notice to the indemnifying party of any claim subject to indemnification, (ii) allow the indemnifying party to control the response to and defense of any related claim; and (iii) reasonably cooperate with the indemnifying party in the defense of same.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

To the maximum extent permitted under the applicable law, neither Party shall be liable to the other Party for any consequential, incidental, special or indirect damages whatsoever arising out of or related to this Agreement. In no event shall the total liability of Contractor to the City or any other third party for any claims exceed the amount paid by the insurer of the Contractor, which shall include any deductibles or self-insured amounts paid by Contractor. Contractor shall at all times maintain required insurance limits as stated in this Agreement.

13. Insurance.

13.1 General.

- A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Missouri, with an AM Best, Inc. rating of A or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.
- B. No Representation of Coverage Adequacy. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.
- C. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.
- D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.



- E. Primary Insurance. Contractor's insurance shall be, or be endorsed to indicate, its primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured. Such coverage shall be at least as broad as ISO CG 20 01 04 13.
- F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for six (6) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the six-year period.
- G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement.
- H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.
- I. Automatic Escalator. Intentionally omitted.
- J. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall either cover all sub-contractors in the Contractor's liability insurance policy or execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.
- K. Notice of Claim. Contractor shall upon receipt of notice of any claim in connection with this Agreement promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. Contractor shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in an amount such that the policy aggregate becomes less than the current statutory waiver of sovereign immunity, regardless of whether such impairment is a result of this Agreement. A breach of this provision is a material breach of the Agreement.
- L. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. The City may reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, Contractor shall forward renewal certificates and declaration page(s) to the City thirty (30) days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing number and title of this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:
- (1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
- (a) Commercial General Liability – Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 and CG 20 37 07 04, or their equivalents.
  - (b) Auto Liability – Under ISO Form CA 20 48 or equivalent.



- (c) Excess Liability – Follow Form to underlying insurance.
- (2) Contractor's insurance shall be primary, non-contributory insurance with respect to performance of the Agreement.
- (3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.
- (4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

All Certificates of Insurance shall name the City of Lee's Summit as the certificate holder and send the certificate and any endorsements to:

City of Lee's Summit  
 Attn: Procurement and Contract Services  
 220 S.E. Green Street  
 Lee's Summit, MO 64063 -2358

- M. Endorsements. Contractor shall provide the City with the necessary endorsements to ensure City is provided the insurance coverage set forth in this Subsection.

### 13.2 Required Insurance Coverage.

- A. Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, products-completed operations, bodily injury, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 01 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement forms CG 20 10 03 97 and CG 20 37 07 04, or their equivalents, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.
- B. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with an unimpaired limit of \$1,000,000 each occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be endorsed as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.
- C. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability

Insurance with an unimpaired limit of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit. The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees.

- D. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Contractor engages in any professional services or work in any way related to performing the work under this Agreement, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of Contractor.

- E. Cyber Liability Insurance. If this Agreement is the subject of any services or work involving the City's information technology structure, or if Contractor engages in any services or work in any way related to performing work involving the City's information technology structure under this Agreement, Contractor shall maintain Cyber Liability insurance with limits not less than \$3,000,000 per occurrence or claim, \$3,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

13.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days' prior written notice to the City.

#### 14. Termination; Cancellation.

14.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Contractor of written notice by the City. The Notice of Termination shall specify the effective date of termination, which shall be not less than five (5) calendar days from the date the notice is personally delivered or ten (10) days from the date the Notice of Termination is sent by another method. The Agreement may be terminated by Contractor without cause upon thirty (30) days written notice to the City. Upon termination for convenience, Contractor shall be paid, for all undisputed materials or services that were delivered prior to the termination date.

14.2 For Cause. If either Party fails to perform any obligation pursuant to this Agreement and such Party fails to cure its nonperformance within thirty (30) calendar days after notice of nonperformance is given by the non-defaulting Party, such Party will be in default. In the event of such default, the non-defaulting Party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting Party's nonperformance is such that it cannot reasonably be cured within thirty (30) calendar days, then the defaulting Party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting Party immediately (1) provides written notice to the non-defaulting Party and (2) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed ninety (90) calendar days. In the event of such termination for cause, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

The City shall have the right to declare the Contractor in default for the following reasons, which set forth



examples, but are not the only reasons the Contractor may declared in default:

1. Upon a breach by the Contractor of a material term or condition of this Agreement, including unsatisfactory performance of the services;
2. Upon insolvency or the commencement of any proceeding by or against the Contractor, either voluntarily or involuntarily, under the Bankruptcy Code or relating to the insolvency, receivership, liquidation, or composition of the Contractor for the benefit of creditors;
3. If the Contractor refuses or fails to proceed with the services under the Agreement when and as directed by the City;
4. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are indicted or convicted after execution of the Agreement under any state or federal law of any of the following:
  - a. a criminal offense incident to obtaining or attempting to obtain or performing a public or private Agreement;
  - b. fraud, embezzlement, theft, bribery, forgery, falsification, or destruction of records, or receiving stolen property;
  - c. a criminal violation of any state or federal antitrust law;
  - d. violation of the Racketeer Influence and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of proposals or proposals for a public or private Agreement;
  - e. conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any statute described in subparagraph (d) above; or
  - f. an offense indicating a lack of business integrity that seriously and directly affects responsibility as a City contractor.
5. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are subject to a judgment of civil liability under any state or federal antitrust law for acts or omissions in connection with the submission of bids or proposals for a public or private Agreement; or
6. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities makes or causes to be made any false, deceptive, or fraudulent material statement, or fail to make a required material statement in any bid, proposal, or application for City or other government work.

14.3 Gratuities. The City may, by written notice to the Contractor, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

14.4 Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in the Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a

general obligation or indebtedness of the City. Contractor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

14.5 Conflict of Interest. No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this Agreement, and any violation of this provision renders the Agreement void. The parties shall comply with all federal conflict of interest statutes and regulations, and all applicable provisions of Sections 105.450, *et. seq.* RSMo. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed.

15. Miscellaneous.

15.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. Contractor acknowledges and agrees that all services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. Contractor is neither prohibited from entering into other Agreements nor prohibited from practicing its profession elsewhere. City and Contractor do not intend to nor will they combine business operations under this Agreement.

15.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Missouri, and a suit pertaining to this Agreement may be brought only in courts in eastern Jackson County, Missouri. The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action.

15.3 Laws and Regulations. Contractor shall comply with all federal, state, and local laws, regulations, and ordinances applicable to its performance under this Agreement. The Contractor shall include similar requirements of all subcontractors in Agreements entered for performance of Contractor's obligations under this Agreement. Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (1) existing and future City and County ordinances and regulations; (2) existing and future State and Federal laws and regulations; and (3) existing and future Occupational Safety and Health Administration standards.

15.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into Agreements on behalf of the City and the Contractor.

15.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement will promptly be physically amended to make such insertion or correction.

15.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

15.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement.



This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the Party drafting the Agreement. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

15.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Contractor without prior, written permission of the City, signed by the City Administrator. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor. The requirements of this Agreement are binding upon the heirs, executors, administrators, successors, and assigns of both Parties.

15.9 Subcontracts. No subcontract shall be entered into by the Contractor with any other Party to furnish any of the material or services specified herein without the prior written and signed approval of the City. The Contractor is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Contractor.

15.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Contractor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

15.11 Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Contractor any amounts Contractor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

15.12 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (1) delivered to the Party at the address set forth below, (2) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (3) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Lee's Summit  
 220 SE Green St  
 Lee's Summit, Missouri 64063  
 Attn: Procurement and Contract Services

With copy to: City of Lee's Summit  
 220 SE Green St  
 Lee's Summit, Missouri 64063  
 Attn: City Attorney's Office

If to Contractor: Analysts International Corporation  
 2400 Meadowbrook Parkway  
 Duluth, GA 30096  
 Attn: General Counsel

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (1) when delivered to the Party, (2) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (3) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on

which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

15.13 Force Majeure. The Parties shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing for reasons beyond the Parties' reasonable control, including without limitation, by act of God, public health emergency, natural disaster fire, strike, loss or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, and any other events or circumstances beyond the reasonable control of the party, when satisfactory evidence is presented to the City, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Party not performing.

15.14 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Agreement. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Agreement. Contractor shall ensure its subcontractors are aware of and comply with this provision.

15.15 Information Technology

a. Limited Access. If necessary for the fulfillment of the Agreement, the City may provide the Contractor with non-exclusive, limited access to the City's information technology infrastructure. The Contractor understands and agrees to abide by all the City policies, standards, regulations and restrictions regarding access and usage of the City's information technology infrastructure that are provided in writing to the Contractor. The Contractor shall enforce all such policies, standards, regulations and restrictions with all the Contractor's employees, agents or any tier of subcontractor granted access in the performance of this Agreement, and shall be granted and authorize only such access as may be necessary for the purpose of fulfilling the requirements of the Agreement.

b. Data Confidentiality: All data, regardless of form, including originals, images and reproductions, prepared by, obtained by or transmitted to the Contractor in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Contractor shall not, without the prior, written consent of the City Manager or authorized designee, (A) disclose data generated in the performance of the Services to any third party or (B) use City data and information.

c. Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, the Contractor must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary or this Agreement is terminated (whichever occurs first), the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed or reconstructed. Before the information discussed in this subsection is destroyed, the Contractor shall send a copy of such information to the City in a format specified by the City.

d. Compromised Security. In the event that data collected or obtained by the Contractor in connection with this Agreement is believed to have been compromised, the Contractor shall notify the City Manager, or authorized designee, immediately. The Contractor agrees to reimburse the City for any reasonable costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

e. Permitted Access. The Contractor's employees, agents and subcontractors must receive prior, written approval from the City before being granted access to the City's information technology infrastructure and data and the City, in its sole determination, shall determine accessibility and limitations thereto. The Contractor agrees that the

requirements of this Section shall be incorporated into all subcontractor/subcontractor Agreements entered into by the Contractor. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

f. Cessation of Operation or Support. If Contractor ceases to operate, ends support of, or otherwise divests its interest in the software and materials for which it is contracted by the City and does not assign its service obligations according to these Terms and Conditions, the Contractor shall provide the City a copy of current source code. The City agrees it shall only use the source code to support its internal use of the software.

g. Disengagement. In the event the Agreement is terminated by either party, Contractor agrees to confer back to the City all of its data, in usable and normalized format, within 30 calendar days of notice of termination. There shall be no charge for the return of City data to the City.

h. Survival. The obligations of the Contractor under this Section shall survive the termination of this Agreement.

- 15.16 Work Authorization/E-Verify. Pursuant § 285.530, RSMo., if Agreement exceeds five thousand dollars (\$5,000.00), Contractor warrants and affirms to the City that (i) Contractor is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and (ii) Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Contractor shall swear to and sign an affidavit declaring such affirmation, and provide the City with supporting documentation of its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. The required documentation must be from the federal work authorization program provider (e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding); a letter from Contractor reciting compliance is not sufficient.

- 15.17 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Scope of Work, any City-approved Purchase Order or Statement of Work, the Fee Proposal, the RFP and the Contractor's Proposal, the documents shall govern in the order listed herein.

Notwithstanding the foregoing, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement (collectively, the "Unauthorized Conditions"), other than the City's project-specific quantities, configurations or delivery dates, are expressly declared void and shall be of no force and effect. Acceptance by the City of any invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement shall not alter or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement. If the Agreement is renewed pursuant to Section 1 above and such renewal includes any conflicting terms, other than price, those terms will be null and void unless amended as set forth in this Agreement.

- 15.18 Non-Exclusive Agreement. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

- 15.19 Prevailing Wages. Pursuant to RSMo. § 290.230.5, if this Agreement exceeds seventy-five thousand dollars (\$75,000.00) and involves construction of public works, Contractor shall all its workers the prevailing hourly rate of wages for work of a similar character in Lee's Summit. If there is a dispute whether this Agreement is subject to prevailing wages as required by RSMo. § 290.210, et. seq., the City's determination shall control.

- 15.20 Cooperative Purchasing. Contractor, by submitting a proposal to the RFP, acknowledges that other specific eligible political subdivisions and nonprofit institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Contractor. Contractor may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the materials and/or services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the Parties. All cooperative procurements under



this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Contractor. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

15.21 Time of the Essence. Time is of the essence in this Agreement. Unless otherwise specifically provided, any consent to delay in Contractor's performance of its obligation is applicable only to the particular transaction to which it relates, and is not applicable to any other obligation or transaction.

15.22 Signatory Authority. Each person signing this Agreement represents that such person has the requisite authority to execute this Agreement on behalf of the entity the person represents and that all necessary formalities have been met.

15.23 E-Signature and Counterparts. The Parties agree that this Agreement may be signed in two or more counterparts and/or signed electronically, and all such counterparts together shall constitute one and the same Agreement; such signatures shall bind the signing party in the same manner as if a handwritten signature had been delivered.

15.24 Anti-Discrimination Against Israel Act. If this Agreement has a total potential value of \$100,000 or more and Contractor has 10 or more employees, the following applies. Pursuant to Section 34.600, RSMo and to the fullest extent permitted by law, Contractor certifies that Contractor is not engaged in a boycott of Israel as of the Effective Date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel as defined in Section 34.600, RSMo

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date the City Manager, or the City Manager's designee, executes the Agreement ("Effective Date").

**CITY OF LEE'S SUMMIT**

Stephen A. Arbo 13 Jul 22  
Stephen A. Arbo, City Manager Date

*by Christal Weber  
Asst. City Manager*

**ATTEST:**

Trisha Fowler Arcuri  
Trisha Fowler Arcuri, City Clerk

**APPROVED AS TO FORM:**

Daniel R. White  
Daniel R. White,  
Chief Counsel of Management and Operations

**ANALYSTS INTERNATIONAL CORPORATION**

DocuSigned by:  
Jeff Hoekstra  
1132876A0A21452...  
By \_\_\_\_\_  
Print Name Jeff Hoekstra  
Title Vice President



EXHIBIT A  
TO  
SERVICES AGREEMENT  
BETWEEN  
THE CITY OF LEE'S SUMMIT  
AND  
ANALYSTS INTERNATIONAL CORPORATION  
CONTRACTOR'S PROPOSAL

See following pages.



Support Services for  
Infor Lawson  
Request for Proposal No.  
2022-041

Presented to



City of Lee's Summit

May 13, 2022





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**Statement of Intent:**

By receiving this document, City of Lee’s Summit acknowledges that this document is not a contract, either express or implied, between Analysts International Corporation and City of Lee’s Summit. If City of Lee’s Summit decides to engage Analysts International Corporation to provide consulting services, the parties will enter into a mutually acceptable written agreement that will include a statement of work.

## i. Cover Letter

---

May 13, 2022

City of Lee's Summit  
Procurement and Contracts  
Attn: DeeDee Tschirhart  
220 SE Green Street  
Lee's Summit, MO 64063

Reference: City of Lee's Summit, Support Services for Infor Lawson Request for Proposal No. 2022-41, April 20, 2022 ("RFP").

Dear Dee Dee,

Analysts International Corporation (Analysts) is pleased to submit this proposal to the City of Lee's Summit (City) for the on-call Infor Lawson Enterprise Resource Planning (ERP) system support services. We are excited about this opportunity to grow our partnership with the City and provide the on-call technical support services requested in the RFP. We are confident in the strength of our experience with the City's Infor Lawson ERP system, the extraordinary Infor Lawson skills of our team, and the support of our management team that includes significant Infor Lawson ERP experience.

Following are our responses to the information requested in the RFP.

- **No Collusion.** Analysts confirms the submission of the Proposal did not involve collusion or other anti-competitive practices.
- **No Discrimination.** Analysts will not discriminate against any employee or applicant for employment in violation of any law, regulation, order, or ordinance, including Federal Executive Order 11246, as amended.
- **No Gratuity.** Analysts has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a City employee, officer, agent or elected official in connection with the submitted Proposal or a resultant Agreement.
- **Financial Stability.** Analysts is financially stable, solvent, and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Agreement.
- **No Signature/False Statement.** Analysts confirms the signature on this proposal and the Vendor Information Form is genuine and is completed by a person who is authorized to bind our company.

- Services Agreement. Analysts has reviewed and understanding the submittal requirements, sample Services Agreement, and Scope of Work and other Exhibits.

Thank you for giving us this opportunity to propose services to help you achieve the goals of this initiative. Please don't hesitate to reach out to our point of contact for the City, Gary Link – Director of Business Development, with any questions or additional information that will help us to more fully address your needs.

Sincerely,

DocuSigned by:  
  
7800071C8A1D40B...

**Jeff Hoekstra, Group Vice President**

**Phone: (952) 838-2802**

**Email: [jeff.hoesktra@analysts.com](mailto:jeff.hoesktra@analysts.com)**

## ii. Vendor Information Form

DocuSign Envelope ID: 572C375A-A3AF-4F0D-9AAD-C964DE5CD673



City of Lee's Summit  
Procurement and Contract Services  
RFP No. 2022-041

### VENDOR INFORMATION FORM

By submitting a Proposal, the submitting Firm certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

Analysts International Corporation  
FIRM SUBMITTING PROPOSAL

41-0905408  
FEDERAL TAX ID NUMBER

Jeff Hoekstra, Group Vice President  
PRINTED NAME AND TITLE

  
AUTHORIZED SIGNATURE

2400 Meadowbrook Parkway  
ADDRESS

Phone: 952-835-5900 | Fax: 952-897-4555  
TELEPHONE FAX #

Duluth, GA 30096  
CITY STATE ZIP

5/13/2022  
DATE

www.analysts.com  
WEB SITE

jeff.hoekstra@analysts.com  
E-MAIL ADDRESS

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s)):

- Small Business Enterprise (SBE)
- Minority Business Enterprise (MBE)
- Disadvantaged Business Enterprise (DBE)
- Women-Owned Business Enterprise (WBE)
- Missouri Service Disabled Veteran Business Enterprise pursuant to Section 34.074, RSMo

Has the Firm been certified by any jurisdiction in Missouri as a minority or woman-owned business enterprise? If yes, please provide details and documentation of the certification.

### iii. Proposer Profile (Form 1)

---

#### FORM NO. 1: PROPOSER PROFILE

1. Lead Service Provider/Firm(s) (or Joint Venture) Name and Address:

|          |  |
|----------|--|
| Name:    | Analysts International Corporation           |
| Address: | 2400 Meadowbrook Parkway<br>Duluth, GA 30096 |

1a. Provider /Firm is:  National  Regional  Local

1b. Year Provider/Firm Established: *Analysts was established in 1966.*

Years of Experience providing RFP identified services/project for municipalities: *Approximately 27 years*

Year of Experience conducting requested services: *Approximately 27 years*

1c. Licensed to do business in the State of Missouri:  Yes  No

1d. Principal contact information:

|                |                                  |
|----------------|----------------------------------|
| Name:          | Gary Link                        |
| Title:         | Director of Business Development |
| Telephone:     | (952) 897-4595                   |
| Email Address: | gary.link@analysts.com           |

1e. Address of office to perform work, if different from Item No. 1:

|          |  |
|----------|--|
| Address: | Analysts International Corporation<br>2131 Lindau Lane, Suite 800<br>Bloomington, MN 55425 |
|----------|--|

2. Please list the number of persons by discipline that your Firm/Joint Venture will commit to the City's project or the services to be provided:

#### **Infor Lawson Ad Hoc Support Services**

- Management Points of Escalation: *Approximately 2 resources*
- Infor Lawson Administration and System Support: *Approximately 3 full-time resources*

- Infor Lawson 4GL Support and Development: Approximately 2 full-time resources
- Infor Lawson Infor Process Automation (IPA) Support and Development: Approximately 2 full-time resources
- Infor Lawson Application Support: Approximately 2 full-time resources, 2 part-time resources

**Infor Lawson Project-Based Services**

Projects will be staffed based on the requirements provided by the City. Analysts project resources will primarily be full-time resources.

Resource commitments may vary depending on the City's specific needs.

3. If submittal is by Joint Venture or utilizes subcontractors, list participating firms/providers and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:

3a. Has this Joint Venture previously worked together?  Yes  No

Analysts is not submitting this proposal under a Joint Venture and does not intend to utilize subcontractors.

## iv. Key Outside Consultants/Subcontractors (Form 2)

---

### FORM NO. 2: KEY OUTSIDE CONSULANTS/SUBCONTRACTORS

Each respondent must complete this form for all proposed sub-consultants.

Analysts does not intend to work with sub-consultants to provide the services described in this proposal.

#### SUB-CONSULTANT #1

Name & Address

Specialty/Role with this Project:

Worked with Lead Firm Before: \_\_\_\_\_ Yes \_\_\_\_\_ No Year Firm Established:

Years of Experience providing requested services

Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

---

#### SUB-CONSULTANT #2

Name & Address

Specialty / Role with this Project:

Worked with Lead Firm Before: \_\_\_\_\_ Yes \_\_\_\_\_ No Year Firm Established:

Years of Experience providing requested services

Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

---

#### SUB-CONSULTANT #3

Name & Address

Specialty / Role with this Project:

Worked with Lead Firm Before: \_\_\_\_\_ Yes \_\_\_\_\_ No Year Firm Established:

Years of Experience providing requested services

Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

---

## v. Experience/References (Form 3)

### FORM NO. 3: EXPERIENCE/REFERENCES

Following are 6 client references where Analysts has provide similar services to those requested by the City in the RFP. For each reference, we have provided the Infor Lawson Services within the past 5 years.

#### Reference #1

|  |   |
|--|---|
| Project Name & Location:   | <b>Project Name:</b> City of Lee’s Summit – Infor Lawson Ad Hoc Support<br><b>Location:</b> Lee’s Summit, MO  |
| Completion Date (Actual or Estimated):   | Original Start Date of 7/27/2017; Current renewal expires 6/30/2022.  |
| Project Owners Name & Address:   | <b>Project Owner Name:</b> Cathy Loveland<br><b>Project Owner Address:</b> 220 SE Green Street, Lee’s Summit, MO 64063  |
| Project Owner's Contact Person, Title & Telephone Number:  | <b>Project Owner’s Contact Person:</b> Teresa Wright<br><b>Title:</b> Applications Administrator<br><b>Telephone Number:</b> (816) 969-1251   |
| Estimated Cost (in Thousands) for Entire Project:  | Client confidential information   |
| Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm:   | Approximately \$25,000  |
| Scope of Entire Project:   | Provide ad hoc support services for technical, application, and development support for the City’s Infor Lawson ERP system.   |
| Nature of Service Provider’s/Firm's responsibility in project:   | Analysts provides system administration support, patch application, maintenance services, issue resolution, and troubleshooting assistance. Analysts provides application support services for the City’s Infor Lawson Enterprise Applications (i.e., Finance, HR/Payroll, and Supply Chain Suites), which includes operational and security services. Analysts development support services includes Infor Lawson 4GL (COBOL) and Infor Process Automation issue resolution support. |
| Service Provider’s/Firm’s Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project: | <ul style="list-style-type: none"> <li>▪ Don Steger, Project Manager</li> <li>▪ Bob Wagner, Senior Technical Engineer</li> <li>▪ Casey Troop, Technical Engineer</li> <li>▪ Shane Calvin, Business Analyst</li> </ul>   |



## Reference #2

|  |   |
|--|---|
| Project Name & Location:   | <b>Project Name:</b> Mount Holyoke College – Infor Lawson Ad Hoc Support<br><b>Location:</b> South Hadley, MA   |
| Completion Date (Actual or Estimated):   | Completed October 2020  |
| Project Owners Name & Address:   | <b>Project Owner Name:</b> Dennis Bowen<br><b>Project Owner Address:</b> 50 College Street, South Hadley, MA 01075  |
| Project Owner's Contact Person, Title & Telephone Number:  | <b>Project Owner's Contact Person:</b> Dennis Bowen<br><b>Title:</b> ERP Manager<br><b>Telephone Number:</b> (413) 538-3033   |
| Estimated Cost (in Thousands) for Entire Project:  | Client confidential information   |
| Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm:   | Approximately \$20,000  |
| Scope of Entire Project:   | Provide ad hoc support services for technical and development support for their Infor Lawson ERP system.  |
| Nature of Service Provider's/Firm's responsibility in project:   | Analysts provided ongoing technical and development ad hoc support services for the client's Infor Lawson ERP system software components. Support services included system administration support, patch application, maintenance services, issue resolution, and troubleshooting assistance. Analysts development support services included Infor Lawson 4GL (COBOL) and Infor Process Automation support. |
| Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project: | <ul style="list-style-type: none"> <li>▪ Don Steger, Project Manager</li> <li>▪ Bob Wagner, Senior Technical Engineer</li> <li>▪ Shane Calvin, Business Analyst</li> <li>▪ Alex Tsekhansky, Senior Technical Engineer</li> </ul>  |

### Reference #3

|  |   |
|--|---|
| Project Name & Location:   | <b>Project Name:</b> Shutterfly, LLC (formerly Lifetouch Inc.)<br><b>Location:</b> Eden Prairie, MN   |
| Completion Date (Actual or Estimated):   | Original start date of 6/1/2017; Completed 1/31/2022  |
| Project Owners Name & Address:   | <b>Project Owner Name:</b> John Thompson<br><b>Project Owner Address:</b> 11000 Viking Drive, Eden Prairie, MN 55435  |
| Project Owner's Contact Person, Title & Telephone Number:  | <b>Project Owner's Contact Person:</b> Shyam Vadlamani<br><b>Title:</b> Director, Financial Applications<br><b>Telephone Number:</b> (952) 826-4758   |
| Estimated Cost (in Thousands) for Entire Project:  | Client confidential information   |
| Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm:   | Approximately \$168,000 annually  |
| Scope of Entire Project:   | Provide alternative support for their Infor Lawson ERP system.  |
| Nature of Service Provider's/Firm's responsibility in project:   | Analysts provided alternative technical, application, and development support for their Infor Lawson ERP version 10 system during the client's 2-year migration to an alternative ERP solution.                           |
| Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project: | <ul style="list-style-type: none"> <li>▪ Don Steger, Project Manager</li> <li>▪ Bob Wagner, Senior Technical Engineer</li> <li>▪ Alex Tsekhansky, Technical Engineer</li> <li>▪ Shane Calvin, Business Analyst</li> </ul> |

## Reference #4

|  |  |
|--|--|
| Project Name & Location:   | <b>Project Name:</b> UnityPoint Healthcare/Meriter Hospital – Infor Lawson System Rebuild and Migration<br><b>Location:</b> West Des Moines, IA  |
| Completion Date (Actual or Estimated):   | Completed July 2022  |
| Project Owners Name & Address:   | <b>Project Owner Name:</b> Brian Moreau<br><b>Project Owner Address:</b> 1776 W Lakes Pkwy, West Des Moines, IA 50266  |
| Project Owner's Contact Person, Title & Telephone Number:  | <b>Project Owner's Contact Person:</b> Brian Moreau<br><b>Title:</b> Director, Enterprise Resource Planning Applications<br><b>Telephone Number:</b> (515) 423-9496  |
| Estimated Cost (in Thousands) for Entire Project:  | Client confidential information  |
| Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm:   | Approximately \$95,000   |
| Scope of Entire Project:   | Rebuild the Client's subsidiary, Meriter Hospital's Infor Lawson Enterprise Resource Planning system on a new Microsoft Windows operating system and MS SQL server and migrate Meriter Infor Lawson ERP data.  |
| Nature of Service Provider's/Firm's responsibility in project:   | Analysts rebuilt the Meriter Infor Lawson ERP system with most recent Infor Lawson patch levels and updated Infor Lawson and third-party software components for compatibility on new Windows 2019 servers with SQL 2019 database. The project included data migration to the new Infor Lawson ERP system. |
| Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project: | <ul style="list-style-type: none"> <li>▪ Don Steger, Project Manager</li> <li>▪ Bob Wagner, Senior Technical Engineer</li> <li>▪ Sirathy Ky, Senior Technical Engineer</li> <li>▪ Alex Tsekhansky, Senior Technical Engineer</li> </ul>  |

## Reference #5

|  |  |
|--|--|
| Project Name & Location:   | <b>Project Name:</b> City of Lee’s Summit – HR Application Consulting<br><b>Location:</b> Lee’s Summit, MO   |
| Completion Date (Actual or Estimated):   | Completed March 2019   |
| Project Owners Name & Address:   | <b>Project Owner Name:</b> Cathy Loveland<br><b>Project Owner Address:</b> 50 College Street, South Hadley, MA 01075   |
| Project Owner's Contact Person, Title & Telephone Number:  | <b>Project Owner’s Contact Person:</b> Teresa Wright<br><b>Title:</b> Applications Administrator<br><b>Telephone Number:</b> (816) 969-1251  |
| Estimated Cost (in Thousands) for Entire Project:  | Client confidential information  |
| Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm:   | Approximately \$18,000   |
| Scope of Entire Project:   | Provide application consulting services for their Infor Lawson Human Resources (HR) applications to assist in making changes to their current compensation payment.  |
| Nature of Service Provider’s/Firm’s responsibility in project:   | Analysts HR application consulting services included the following: <ul style="list-style-type: none"> <li>▪ Reviewed the City’s compensation plan setup in Infor Lawson HR applications.</li> <li>▪ Reviewed the City’s proposed compensation plan changes.</li> <li>▪ Provided recommendations on implementing changes in the Infor Lawson HR applications.</li> <li>▪ Reviewed the City’s personnel administration processes and provided recommendations based on best practice principles as they pertain to Infor Lawson HR application software.</li> </ul> |
| Service Provider’s/Firm’s Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project: | Michelle Moreno, Senior HR Applications Consultant   |

## vi. Resumes of Key Personnel and Certifications (Form 4)

Following are resumes for our proposed key personnel.

### Don Steger, Project Manager

|   |  |
|---|--|
| a. Name and Title   | Don Steger, Infor Lawson Project Manager/Developer   |
| b. Project Assignment   | Infor Lawson Ad Hoc Support Services<br>Infor Lawson Project-Based Services  |
| c. Name of Service Provider/Firm with which associated:               | Analysts International Corporation   |
| d. Years' Experience  | With service provider/firm: 27 years   |
| e. Education Degree(s)/Year/Specialization                            | Bachelor of Arts degree, 1991, Computer Science and Management Information Systems   |
| f. Current Registration(s):   | Not applicable   |
| g. Other Experience & Qualifications relevant to the proposed project | <p>Don Steger has an extensive software development (programming) background coupled with strong business analysis skills. His strengths lie in the area of working with the business to identify system requirements and design a solution to meet those requirements. He has a proven record of accomplishment of project management with projects consistently being completed on time and on budget. Don is Infor Lawson Security certified.</p> <p><b>Analysts International Corporation, 2007 – Present</b><br/><b>Infor Lawson Solutions Manager</b></p> <p>Participated in the management operations of the Analysts Lawson practice. Worked with the management team to perform daily operations and strategic direction of the practice. Including business development, business development support, resource recruiting, management, and development.</p> |

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**Analysts International Corporation, 1995 – Present**  
**Infor Lawson Project Manager, Infor Lawson SME,**  
**Programmer/Analyst & Security Analyst**

New York and Company. Managed development team that performed enhancements to the Lawson system, providing custom integration with non-Lawson systems that spanned Lawson versions 8 and 9. Subsequently managed the development team that upgraded the customizations from version 8 to 9 and from 9 to 10. Designed and implemented Lawson Security as part of the version 10 upgrade.

Interstate Hotels and Resorts. Worked with the client to develop enhancements to the Lawson system to allow for more efficient workflow within the Lawson AP and GL systems. Designed and implemented Lawson Security prior to the version 10 upgrade. Managed support team that provided the client Lawson application and technology support.

Baystate Health. Assisted client with upgrading in-house developed Lawson customizations from version 9 to 10. Worked with the client to design and develop interfaces between the Lawson inventory control system and the Cerner Surginet software package.

Lions Clubs International. Worked with a development team to integrate a third-party “storefront” product with Lawson as the back-end system of record for customer, inventory, and order information.

Planet Hollywood. Worked with the client business and IT personnel to convert financial system data to the 9.0 version of Lawson. Assisted client with upgrade to version 10 Lawson, including the retrofit of modifications to the new release and the implementation of Lawson security.

City of Lee’s Summit. Worked with the client to design and develop multiple interfaces between the Lawson system and third-party utility billing, cash management and document imaging systems. Development framework included tasks in the Lawson Process Flow and 4GL toolset.

Analysts Salesperson Compensation system rewrite. Worked with business users and executives to redesign the commission calculation system for the 2009 sales compensation plan.

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|  | <p>Crump Group. Managed the client upgrade to version 9, including porting extensive 4GL customizations and system interfaces from version 8.0 to 9.0.</p> <p>Allina Health System. Led project team in the analysis and design of the 9.0 Lawson security. Worked with the internal Information Technology department and Audit groups to finalize the model, and successfully implement the security system.</p> <p>Baptist St Anthony. Designed and developed a series of software interfaces to integrate the Lawson inventory control and requisition systems with the client non-Lawson (McKesson) surgery system.</p> <p>Archway Marketing. Implemented the Lawson Activity Management system, and upgraded, reviewed, and redesigned data feeds and extracts from/to non-Lawson System.</p> <p>Knox County. Worked with the client business and IT personnel to convert financial system data to the 9.0 version of Lawson.</p> <p>Watson Wyatt. Performed system design of a Lawson Portal customization to allow for the consolidation of the Lawson Activity Management screens.</p> <p>Internal product development. Worked with Lawson and Lawson clients to design a handheld-based system on which Lawson applications could be deployed and utilized in a real-time or batch basis to update the back-end Lawson ERP system.</p> <p>Electric Insurance Corporation. Managed the client upgrade to version 9, including porting extensive interface customizations from the version 8.0 Lawson BCI tool into the 9.0 Lawson Process Flow Integrator.</p> |
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## Alex Tsekhansky, Principal Systems Engineer

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| a. Name and Title     | Alex Tsekhansky, Infor Lawson Principal Systems Engineer                    |
| b. Project Assignment | Infor Lawson Ad Hoc Support Services<br>Infor Lawson Project-Based Services |

|   |  |
|---|--|
| C. Name of Service Provider/Firm with which associated:               | Analysts International Corporation   |
| d. Years' Experience  | With service provider/firm: 19 years<br>With other service providers/firms: 7 years  |
| e. Education Degree(s)/Year/Specialization                            | <ul style="list-style-type: none"> <li>▪ PACE University - Doctorate of Professional Studies in Computing, 2010</li> <li>▪ American College for Computer and Information Sciences - M.S., Computer Science, 2004</li> <li>▪ Southern Connecticut State University - B.S., Computer Science, 1991</li> </ul>  |
| f. Current Registration(s):   | Not applicable   |
| g. Other Experience & Qualifications relevant to the proposed project | <p><b>Analysts International Corporation, 2003 – Present</b><br/><b>Principal Systems Engineer</b></p> <ul style="list-style-type: none"> <li>▪ Completed 20 InforOS Implementations</li> <li>▪ Completed 40 version 10 Upgrades</li> <li>▪ Currently engaged on multiple Infor Lawson projects</li> <li>▪ Provide Lawson Managed Services for Lawson Clients</li> <li>▪ Completed 70 Installation/Migrations</li> <li>▪ Completed 25 Server Technology Upgrade</li> <li>▪ Completed 20 Application Upgrades</li> </ul> <p>Development Projects:</p> <ul style="list-style-type: none"> <li>▪ Developed and implemented customized system monitoring tool to monitor Lawson production systems for 5 different clients.</li> <li>▪ Developed tool to simulate and test load levels on Lawson Portal for 4 different clients and modified configurations to achieve heavier user loads.</li> <li>▪ Developed and implemented password synchronization and maintenance scripts for 6 different clients using Apache web server with Lawson Portal.</li> <li>▪ Developed custom modifications to Lawson's EMSS for 2 different clients.</li> <li>▪ Developed Crystal reports for Lawson client in the HR and Financial suites.</li> </ul> <p>DBA Projects:</p> <ul style="list-style-type: none"> <li>▪ Migrated multiple Lawson clients from Oracle to Windows</li> <li>▪ Migrated Lawson client from Informix to Oracle database including re-development of several custom SQL reports.</li> </ul> |



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|  | <p><b>Infor Lawson Technical Services Provider, 1996 – 2003</b><br/> <b>Principal Systems Engineer</b></p> <ul style="list-style-type: none"> <li>▪ Installed large Oracle database on RS6000 cluster; AIX cluster maintenance and troubleshooting in a healthcare company; OS and Applications tuning; hardware troubleshooting</li> <li>▪ 4-site setup (about 2,000 users) with HP9000 serves, EMC disk array, HP Netserver running Windows NT, SQL, SMS, Exchange; SAN setup for shared applications</li> <li>▪ 2-server true 3-tier client/server financial application implementation using ORACLE database on RS6000 cluster (implemented production database size 200Gb)</li> <li>▪ Firewall, DMZ and network security architecture and incoming/outgoing client security setup for a large distribution company</li> </ul> |
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## Bob Wagner, Senior Systems Engineer

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| a. Name and Title   | Bob Wagner, Infor Lawson Senior Systems Engineer   |
| b. Project Assignment   | Infor Lawson Ad Hoc Support Services<br>Infor Lawson Project-Based Services  |
| c. Name of Service Provider/Firm with which associated:               | Analysts International Corporation   |
| d. Years' Experience  | With service provider/firm: 16 years<br>With other service providers/firms: 8 years  |
| e. Education Degree(s)/Year/Specialization                            | Bachelor of Science degree, 1992, Accountancy  |
| f. Current Registration(s):   | Not applicable   |
| g. Other Experience & Qualifications relevant to the proposed project | He demonstrates exceptional technical skills in installation, patching, and upgrade of all of Infor Lawson's Server Technology software including Infor Lawson System Foundations, Process Flow, as well as applications and third- party products such as BSI TaxFactory upgrades. He has worked with multiple clients spanning multiple industries including Healthcare, Public Sector, Finance, and Services. |

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**Analysts International Corporation, 2006 – Present****Senior Systems Engineer**

- Provides Lawson Managed Services for Infor Lawson Clients
- Completed 40 version 10 Upgrades
- Currently engaged on multiple Info Lawson Projects
- Completed 75 Installation/Migrations
- Completed 25 Server Technology Upgrade
- Completed 25 Application Upgrades

**Healthcare Provider in Houston, Texas, 2001 – 2006****Lawson Senior Consultant**

- Installation, setup, and maintenance of In-House Lab Infor Lawson System.
- Assisted with the setup, training, and support of a large multi-facility healthcare organization implementing Lawson Requisition Self-Service.
- Security Assessment of post-live.
- Microsoft Access Programming for surveys to collect IT Assessments at a large multi-facility healthcare organization.
- Installation, setup, and maintenance of Infor Lawson Process Flow, Lawson Palm OS, and general support for Lawson Administrators of post-live Infor Lawson clients.
- Upgraded from version 7.3 to 8.0, including training on new 8.0 features and Portal.

**Healthcare Provider in La Crosse, Wisconsin, 1998 – 2001****Lawson System Administrator**

- Project Manager for the implementation of Lawson in a 400-bed hospital and associated clinics.
- Security administrator of the Lawson System; developed, maintained, and made recommendations for security access in all modules of the Lawson application. Also worked closely with Oracle DBA's in maintaining and developing Oracle security as it relates to ODBC access to the Lawson Database.
- Lawson System Modules supported and maintained General Ledger, Accounts Payable, Purchasing and Inventory Control, Human Resources, Payroll.
- Managed upgrades and enhancements for the evolution of the Lawson System.
- Maintained and troubleshoot the application for all users of the application, utilizing the assistance of the technical hardware analysts, as needed.
- Utilized all aspects of the Lawson Environment for problem resolution and maintenance.
- Converted and managed all the data related to the new and existing modules of the business system application.

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|  | <ul style="list-style-type: none"> <li>▪ Developed complex reports using multiple modules of Lawson.</li> </ul> |
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## Sirathy Ky, Senior Systems Engineer

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|---|--|
| a. Name and Title   | Sirathy Ky, Infor Lawson Senior Systems Engineer   |
| b. Project Assignment   | Infor Lawson Ad Hoc Support Services<br>Infor Lawson Project-Based Services  |
| c. Name of Service Provider/Firm with which associated:               | Analysts International Corporation   |
| d. Years' Experience  | With service provider/firm: 1 year<br>With other service providers/firms: 24 years   |
| e. Education Degree(s)/Year/Specialization                            | Bachelor of Science degree, 2011, Computer Science Major   |
| f. Current Registration(s):   | Not applicable   |
| g. Other Experience & Qualifications relevant to the proposed project | <p><b>Analysts International Corporation, 2021 – Present</b><br/><b>Senior Infor Lawson Solutions Engineer</b></p> <p>Work in all parts of the technical aspects around the Infor Lawson ERP software including installations and configurations, system administration, security, database management, implementation, upgrades, analyze, and training. Provide technical consultant specializing in Infor Lawson Software Technology on Windows and UNIX systems. Perform technical analyst and Infor Lawson System Administrator from mid-size to large companies.</p> <p><b>ClearSky, 2013 – 2021</b><br/><b>Senior Infor/Lawson Technical Consultant</b></p> <p>Provided technical consultant specializing in Infor Lawson Software Technology on Windows and UNIX systems. Performed technical analyst and Infor Lawson System Administrator from mid-size to large companies. Worked in all parts of the technical aspects around the Lawson Enterprise Resource Planning (ERP) software including installations and configurations, system administration, security, database management, implementation, upgrades, analyze, and training.</p> |

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**General Dynamics IT, 2012 – 2013****Senior Principal Systems Analyst**

Maintained application hosting environment at various data centers and provide hosting services to approximately 200 USPS applications and systems, both internally and externally facing. Was responsible for maintaining and securing the WebSphere application server environment. Obtained knowledge and hands-on support experience with Microsoft Windows and UNIX/Linux server operating systems; led the development, review and approval of standards and procedures, both operational and functional. Performed all activities associated with managing, supporting, and troubleshooting a large, complex and widely distributed environment.

**Lawson Software, 2009 – 2012****Lead Application Administrator**

Provided technical support to three distinct corporate groups (Financial, Human Resource, and Lawson Global Support). Worked with a very complex internal development application delivery set in primarily corporate production. Obtained expertise in the latest Lawson and IBM products and technologies, Lawson System Foundation 9.0.X, Landmark, IBM WebSphere Application Server, IBM HTTP Server, and IBM Tivoli Directory Server.

**BlueCross BlueShield of MN, 2008 – 2009****Technical Engineer**

Was responsible for the installation, configuration, maintenance, and upgrade of the IBM WebSphere Application server environments across a variety of platforms. Analyzed processes and made enhancements. Created many WebSphere Administration (wasAdmin) Jython scripts for many varieties tasks.

**Lawson Software, 1997 – 2008****Senior Application Administrator**

Provided technical support to four distinct development groups (Technology, Integration, Certification, and Products Development). Worked with a very complex application set in primarily Research and Develop support. Obtained expertise in the latest Lawson products and technologies, Lawson System Foundation 9.0.X and Landmark. Was responsible for the installation, configuration, maintenance, and

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|  | upgrade of Lawson’s technology, application, WebSphere application, and Portal environments across a variety of platforms. |
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## Shane Calvin, Developer

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|---|---|
| a. Name and Title   | Shane Calvin, Infor Lawson Developer  |
| b. Project Assignment   | Infor Lawson Ad Hoc Support Services<br>Infor Lawson Project-Based Services   |
| c. Name of Service Provider/Firm with which associated:               | Analysts International Corporation  |
| d. Years’ Experience  | With service provider/firm: 25 years<br>With other service providers/firms: 6 years   |
| e. Education Degree(s)/Year/Specialization                            | <ul style="list-style-type: none"> <li>▪ Texas A&amp;M University, 1980. BBA-Accounting &amp; Finance (Magna cum Laude).</li> <li>▪ Lawson Software, various web-based training (WBT) courses and LSF Security.</li> <li>▪ Lawson Software, 1997. Human Resources Process Suite (Insight release), Consulting Certification.</li> <li>▪ Lawson Software, 1994. Completed training courses for General Ledger, Accounts Payable, Cost Allocations, Cash Ledger, Fixed Assets, and Project Accounting.</li> <li>▪ Novell Netware, 1991. Completed training courses for System Manager &amp; Update and Advanced Features.</li> </ul>                                    |
| f. Current Registration(s):   | Not applicable  |
| g. Other Experience & Qualifications relevant to the proposed project | <p><b>Analysts International Corporation, October 1997 – Present</b><br/><b>Lawson 4GL Developer</b></p> <p>Development of new programs using the Lawson 4GL (COBOL) toolset and customizations to existing Lawson 4GL programs.</p> <ul style="list-style-type: none"> <li>▪ Design and develop 4GL extracts from the Lawson Human Resources Suite for the Infor Brainware product.</li> <li>▪ Design and develop 4GL extracts from the Lawson Human Resources and Financial Suites for third party products.</li> <li>▪ Upgrade of Customizations from version 8.x Lawson to 9.x for multiple clients in the Lawson Financial, HR/PR Procurement Suites.</li> </ul> |

- Upgrade of Customizations from version 7.x Lawson to 8.x for multiple clients.
- Custom Development of Benefits Provider Extracts (100+ unique programs) for multiple clients utilizing the Lawson 4GL toolset.
- Development of custom payroll and leave calculations, which integrated into the Lawson PR and LP systems.
- Various customizations (100+) to standard Lawson functionality.

#### **Business Analysis/Design**

Requirements definition, estimates, detail design specification documents, and quality assurance testing for client projects.

- Conducted business requirements gathering sessions with management and end users to discover and document functional requirements for conversions, interfaces, modifications, and custom bolt-on applications.
- Conducted requirements and design review sessions with management and end users to validate approach and design.
- Definition and design of conversions for both the Lawson Financial and Human Resources suites.
- Definition and development of custom batch (interface) programs and modification(s) to Lawson standard batch programs using the Lawson 4GL toolkit.
- In-depth discussion and documentation of client business needs, processing flow/procedures and program design specifications for custom interfaces to and from Lawson and third party software, and modifications to baseline Lawson Software program code.
- Worked with client accounting staff to determine requirements, design, and testing of a custom developed process to update an existing GL structure in a live production environment.
- Development of General Ledger Report Writer reports based on client specifications.
- Directed and performed many of the detailed tasks for the implementation of the Lawson Software Financial Suite v7.1 at a client site. Also designed and tested custom programs for the calculation of interest for employee and customer accounts.
- Provided technical assistance to a client implementing the Lawson Software Financial and HR Suites v8.0.
- Perform testing of program requirements after coding, to ensure product quality prior to delivery to the client.

Many projects were conducted under company ISO 9001 guidelines or guidelines established under the Sarbanes-Oxley Act.

#### **KPMG Peat Marwick, LLP, June 1997 – September 1997**

##### **Senior Consultant**

Provided software implementation services to clients. Obtained Lawson Software HR Implementation Consultant certification.

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**Principal Financial Securities Inc., April 1994 – May 1997**

**Project Manager/Senior Analyst**

Oversaw the implementation project of Lawson Software Financial Suite v6.0.

**EnMark Gas Corp., February 1991 – March 1994**

**LAN Administrator/Senior Accountant**

Maintenance, repair and backup of Novell 3.1 LAN, monthly general ledger close, compilation and analysis of financial statements, subsidiary payroll and account reconciliation.

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## **vii. Project Approach Narrative**

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### **Detailed response to the City's needs**

We understand the City is looking to engage Contractor(s) to provide on-call Infor Lawson ERP support services outside of their existing Infor maintenance agreement. When needed, the City will identify the general support services required, work with the City's selected Contractors to develop the specific scope of work, and establish an agreed upon Statement of Work (SOW) to fall under the RFP Agreement.

The City's existing Infor Lawson ERP system consists of the following servers: Infor Lawson System Foundation (LSF) 10 with Infor Lawson Enterprise Applications (i.e., Finance, HR/Payroll, and Supply Chain Suites) Infor OS, Infor Landmark (LMK) Runtime with Infor Process Automation (IPA), Infor Lawson Business Intelligence (LBI), Infor Ming.le, and Infor Smart Office (ISO).

To meet the needs of the City, Analysts is proposing to work with the City to establish an Infor Lawson Ad Hoc Support Services SOW on a time and materials basis. This will provide a contractual vehicle for the City to request Infor Lawson ERP system and application support from the Analysts support team. Any support requests that will require project-based services, including the development of deliverables, project plans, and project schedules will be managed as a separate project SOW. In these instances, Analysts will work with the City to develop the specific scope of work and provide estimates for the work to be provided. This approach will allow the City to benefit from our successful and proven Infor Lawson delivery services that have been in place at the City for more than 12 years.

The following sections describe our proposed high-level support services.

### **Infor Lawson Ad Hoc Support Services**

#### **Initiation Services**

To implement the Infor Lawson Ad Hoc Support Services, Analysts will work with the City to perform the following one-time services within the first 10 days of the engagement:

- Review with the City the types of services to be provided under the Infor Lawson Ad Hoc Support Services.
- Identify key stakeholders to participate in review meetings and issue escalations.
- Review and confirm the City's existing support processes/procedures, including service request tracking and escalation procedures.
- Review and identify the City's existing Infor Lawson ERP processes and procedures.
- Establish remote access to the City's Infor Lawson ERP system and service request ticketing system.



### **Ongoing Infor Lawson Ad Hoc Support Services**

Upon completion of the Initiation Services, Analysts will provide Infor Lawson Ad Hoc Support Services for the City's Infor Lawson ERP system software components ("Support Services"). Support Services will include system administration support, patch application, maintenance services, issue resolution, and troubleshooting assistance. Analysts will provide application support services for the City's Infor Lawson Enterprise Applications (i.e., Finance, HR/Payroll, and Supply Chain Suites), which will include operational and security services. Analysts development support services will include Infor Lawson 4GL (COBOL) and Infor Process Automation issue resolution support.

The following Support Services will be performed by Analysts. Any changes required to the below listed services as a result of Support Initiation activities will be mutually agreed upon by the City and Analysts.

#### Request Handling Procedure

Analysts will work with the City to identify staff ("Requestors") who are approved to submit service requests to the Analysts' support team. Analysts will use the City's existing contact methods and service request ticketing system. Analysts will review the nature of submitted requests, determine the appropriate level of support services, and provide an initial response during standard business hours. Standard business hours are defined as Monday through Friday, 8:00 a.m. to 5:00 p.m. Central Time (CT), with the exception of the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Services may become unavailable due to unforeseen emergencies (e.g., severe weather conditions). In the event of such emergencies, reasonable efforts will be made to provide an out-of-office email notification with the reason for closure.

Response time is defined as the time between when Analysts receives a City request and when Analysts provides an initial response to the Client to confirm receipt and the start of the analysis or investigation process. Resolution times will vary depending on the nature of the service request.

For each request, Requestors will provide at a minimum:

- Name and contact information of the Requestor
- Description of request or issue
- Priority/urgency of the request and dependencies (if applicable).

Analysts will review the nature of submitted requests and work with the City to determine the level of work required. Estimates for work effort will be provided as required by the City. An Analysts' Systems Engineer, Developer/Analyst, or Application Consultant will be assigned, remotely access the system, and interact with the City's Infor Lawson ERP system to perform technical, application, and/or development services and conduct unit testing services.

### Review Meetings

Analysts will facilitate review meetings with the City on an as-needed basis. During these meetings, Analysts and the City will:

- Review the performance of the Analysts support team
- Review the issue log, escalations, and resolutions
- Identify and schedule any upcoming extended support events
- Discuss any projects underway or planned that may affect the services provided by Analysts.

### **Infor Lawson Project-Based Services**

Following are the high-level phases for Infor Lawson project-based services. The phases and tasks described below may change depending on the specific project scope of work.

#### **Analysis, Planning, and Project Management**

Analysts will work with the City to analyze the work to be performed and assist City in the development of the project plan to include timeline, tasks, milestones, and list of project deliverables. Pre-arranged days for Production Go-Live and Post Production Go-Live Support will be discussed and agreed upon. Analysts will work with the City to determine the project deliverables acceptance criteria. Analysts will perform ongoing project management tasks (i.e., status reports, status meetings) for the duration of the project.

#### **Design**

During this phase, Analysts will define and document the overall solution architecture in a high-level design based on the requirements. The design document describes the technical approach for implementing the solution and drives the development process. After the high-level design is documented, it is then reviewed, updated, and approved by the City.

#### **Development**

Analysts will develop the solution components identified in the design document. The solution will be developed in the City's Infor Lawson ERP Test system. We will perform unit testing on the Analysts-developed solution components.

#### **User Acceptance Testing (UAT) Support**

Analysts will provide UAT technical and development support for issues discovered during testing and assist with the City's issue resolution.

#### **Production Go-Live Support**

Analysts will develop a production deployment instructions document and send the document for the City's review and approval. The document will include instructions for the City to deploy the solution in

the Infor Lawson ERP Production system. Analysts will provide technical support pre-arranged days for Production Go-Live. The pre-arranged days will be agreed upon by the City and Analysts.

### Post Production Go-Live Support

Analysts will provide technical support during the pre-arranged days following Production Go-Live. The pre-arranged days will be agreed upon by the City and Analysts.

## Project Schedule

The table below shows our initial schedule for the Infor Lawson Ad Hoc Support Services, which includes our proposed phases and estimated durations. Schedules for project-based services will be developed separately based on the City’s specific project requirements and will be agreed upon by the City and Analysts.

| Support Phase   | Duration   | Start     | Finish    |
|---|------------|-----------|-----------|
| Infor Lawson Ad Hoc Support Services – Initiation Services                          | 10 days    | 7/1/2022  | 7/11/2022 |
| Infor Lawson Ad Hoc Support Services – Ongoing Infor Lawson Ad Hoc Support Services | 11+ months | 7/12/2022 | 6/30/2023 |

## Roles of all involved parties clearly identified

In the table below, we have provided the required City and Analysts resources and high-level responsibilities that will be required to perform the services requested by the City. The City’s personnel will fill vital roles in the Infor Lawson Ad Hoc Support Services and anticipated project-based services to provide executive perspective, assess project requirements, define internal/institutional processes, and work alongside the Analysts support and project teams.

| Roles                                  | Responsibilities   |
|--|--|
| Client Relationship Manager (Analysts) | <ul style="list-style-type: none"> <li>▪ Client relationship liaison</li> <li>▪ Provide advice and direction for any future City needs</li> <li>▪ Escalation point of contact</li> </ul>   |
| Project Manager (Analysts)             | <ul style="list-style-type: none"> <li>▪ Primary point of contact for the Analysts support and project teams</li> <li>▪ Assist with the Project Plan and Project Schedule development</li> <li>▪ Manage and coordinate Analysts resources</li> <li>▪ Participate in regular status meetings with the City</li> <li>▪ Provide status reports to the City</li> </ul> |

| Roles   | Responsibilities  |
|---|---|
| Principal Systems Engineer (Analysts)               | <ul style="list-style-type: none"> <li>▪ Plan and design system architecture</li> <li>▪ Identify hardware and software requirements</li> <li>▪ Oversee and direct technical services</li> <li>▪ Work with City to develop cutover plan</li> <li>▪ Oversee Production Go-Live and Post Production Support</li> </ul>                             |
| Systems Engineer/Senior Systems Engineer (Analysts) | <ul style="list-style-type: none"> <li>▪ Perform technical services</li> <li>▪ Perform system smoke tests</li> <li>▪ Develop system build exit documents</li> <li>▪ Provide technical support for UAT</li> <li>▪ Assist with development of cutover plan</li> <li>▪ Provide technical Production Go-Live and Post Production Support</li> </ul> |
| Developer/Analyst (Analysts)                        | <ul style="list-style-type: none"> <li>▪ Assist with customization, requirements gathering, and design</li> <li>▪ Perform technical development services</li> <li>▪ Provide testing remediation support of City UAT testing</li> </ul>  |
| Applications Consultant (Analysts)                  | <ul style="list-style-type: none"> <li>▪ Assist with application customization, requirements gathering, and design</li> <li>▪ Perform application consulting and technical services</li> <li>▪ Perform technical development services</li> <li>▪ Provide testing remediation support of City UAT testing</li> </ul>                             |
| Application Administrator/Executive Sponsor (City)  | <ul style="list-style-type: none"> <li>▪ Communicate with Analysts and provide ongoing oversight</li> <li>▪ Escalation point of contact</li> <li>▪ Identify key City stakeholders</li> <li>▪ Function as the liaison between Analysts and City</li> </ul>   |
| Project Manager (City)                              | <ul style="list-style-type: none"> <li>▪ Maintain and update Project Plan, Project Schedule, Test Plan and Test Scripts, and Issues Log</li> <li>▪ Manage and coordinate City resources</li> <li>▪ Schedule and manage regular status meetings</li> <li>▪ Provide status reports to City's management</li> </ul>                                |
| Business Analyst (City)                             | <ul style="list-style-type: none"> <li>▪ Primary point of contact for ad hoc support issues</li> <li>▪ Coordinate interactions between Analysts and City resources</li> <li>▪ Provide functional requirements for customizations</li> </ul>   |

| Roles                                    | Responsibilities   |
|--|--|
| Infor Lawson System Administrator (City) | <ul style="list-style-type: none"> <li>▪ Assist with ad hoc support services and technical services</li> <li>▪ Provide technical support to City users during UAT</li> <li>▪ Ongoing maintenance and patch management</li> <li>▪ Retrofit custom tables and user interfaces changes</li> <li>▪ Provide testing remediation support for City UAT testing</li> </ul> |
| Testers (City)                           | <ul style="list-style-type: none"> <li>▪ Create and update tests scripts</li> <li>▪ Conduct UAT activities</li> </ul>  |

## Critical/unique issues specific to the project and successful critical/unique approaches

Some of the most common issues associated with support or project services include poorly defined roles and responsibilities, poor communications among the team and within the client’s organization, and incomplete user acceptance testing. To mitigate these issues, Analysts recommends the following:

- The City Senior Management has support from key project stakeholders, and support should be effectively communicated within the organization.
- The City Project Manager and Analysts Project Manager have the ability to escalate issues within the organization and receive prompt response and resolution to any issues that could cause delays in the project. For project-based services, we can include part-time hours for our Project Manager to work with and provide project management support to the City’s Project Manager.
- Planning to clearly identify and define the support team and project team roles and responsibilities.
- Analysts will work with the City to discuss with the core testing team their plans for testing, and will provide ideas and recommendations for developing strong testing plans and procedures for reporting, tracking, and resolving issues.
- Clearly defined forms of communication among the City and Analysts. We suggest regularly scheduled status meetings, a centrally maintained and regularly distributed issue-tracking log, an updated and regularly distributed project plan for project-based services, and a clearly defined organization escalation policy.

## Communication process

Within the Infor Lawson Ad Hoc Support Services model, Analysts will work the City to establish a request handling procedure and review meetings. Analysts will hold regular status meetings as-needed

to review the performance of the Analysts support team, review the issue log/escalations/resolutions, identify and schedule any upcoming extended support events, and discuss any projects underway or planned.

Within the project-based services model, Analysts will provide day-to-day project/functional direction and management to the Analysts project team. Project team members will report administratively to the Analysts Project Manager. For each project, Analysts will work with the City to further define and execute a communication plan and supporting processes that address communication objectives, frequency, delivery, and ownership throughout the project life cycle. Analysts will hold regular status meetings to review the project plan and verify that the project is continuing to track toward plan. Current issues on the project will be reviewed and documented in an issue log and tracked toward resolution.

## viii. Fee Proposal

Analysts is pleased to provide time and materials pricing for both our Infor Lawson Ad Hoc Support Services and our project-based services as described in this proposal. The hourly rates included in the table below include all related cost associated with our proposed services.

| Service                    | Hours of Support   | Hourly Rate | After Hours Hourly Rate |
|----------------------------|--|-------------|-------------------------|
| Project Manager            | 8:00 p.m. – 5:00 pm CST (pre-arranged after hours as needed) | \$165.00    | \$165.00                |
| Principal Systems Engineer | 8:00 p.m. – 5:00 pm CST (pre-arranged after hours as needed) | \$165.00    | \$165.00                |
| Senior Systems Engineer    | 8:00 p.m. – 5:00 pm CST (pre-arranged after hours as needed) | \$165.00    | \$165.00                |
| Systems Engineer           | 8:00 p.m. – 5:00 pm CST (pre-arranged after hours as needed) | \$165.00    | \$165.00                |
| Developer/Analyst          | 8:00 p.m. – 5:00 pm CST (pre-arranged after hours as needed) | \$165.00    | \$165.00                |
| Applications Consultant    | 8:00 p.m. – 5:00 pm CST (pre-arranged after hours as needed) | \$175.00    | \$175.00                |

## Pricing assumptions

- All costs are based on hourly charges. If Analysts provides an estimate for any project, it is for estimation purposes only. The City agrees to pay based on actual time spent. The time estimates can vary and increase or decrease depending on issues encountered during the project. Estimates are made in good faith based on information furnished by the City. They do not constitute our agreement to furnish time and materials for a certain price or for a “not to exceed” price, but instead are provided solely for our client’s preliminary budgeting and Analysts’ resource scheduling purposes.
- All services will be performed remotely at offsite location(s) within the United States.
- Standard business hours are defined as Monday through Friday, 8:00 a.m. to 5:00 p.m. Central Time (CT), with the exception of the following holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- After hours support will be pre-arranged and agreed upon by the City and Analysts.
- Pricing is valid for the first year of the RFP Agreement. Hourly rates will be reviewed and mutually agreed upon by the City and Analysts on an annual basis.
- Service Level Agreements (SLAs) are out of scope for the Infor Lawson Ad Hoc Support Services.



## **ix. Acknowledgment page**

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To the best of our knowledge, the RFP and Public Purchase solicitation site does not include an acknowledgment page or addendum(s) to be signed.

## x. Proposed Agreement Exceptions

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Analysts has read the RFP contractual terms and conditions provided by the City. We would like to respectfully request the minor modifications provided below. We understand that the City is not obligated to accept these requests.

5. Payments and Taxes. The City shall pay the Contractor ~~annually~~ **monthly**, based upon work performed and completed to date, and upon submission and approval of invoices. **Unless the Parties agree otherwise in a Statement of Work, City will pay the Contractor within net thirty (30) days of receipt of undisputed invoice.** All invoices shall document and itemize all work completed to date, and shall include the purchase order number authorizing the transaction, if applicable, and shall be delivered to the City Accounts Payable address indicated on the face of the purchase order or email to ap@cityofls.net, unless otherwise specified. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment. All transportation charges must be prepaid by the Contractor. If invoice is subject to a quick payment discount, the discount period will be calculated from the date of receipt of the claim Service or the/ materials or the invoice, whichever is later. **The City will be responsible to pay all applicable taxes assessed by any taxing authority on the Services provided by Contractor. Any taxes assessed on Contractor's net income, will be the responsibility of Contractor and will not be passed to City on any invoice.**

6. Safety Plan. Contractor shall provide the Services in accordance with a safety plan that is compliant with **all applicable** Occupational Safety and Health Administration ("OSHA"), American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Contractor's sole determination, the Services to be provided do not require a safety plan, Contractor shall notify the City, in writing, describing the reasons a safety plan is unnecessary. The City reserves the right to request a safety plan following such notification, **if applicable**.

12. Indemnification and Limitation of Liability. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, director, employee and agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all **third-party** losses, claims, damages, liabilities, fines, penalties, judgments, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (collectively "Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the ~~intentional, reckless, or gross~~ negligent acts, **or willful** misconduct, **gross** errors, directives, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor or

person for which Contractor may be legally liable in the performance of this Agreement, [except to the extent Indemnified Party's own acts or omissions contributed to the Claims.](#)

The Indemnified Party shall: (i) [provide prompt notice to the indemnifying party of any claim subject to indemnification,](#) (ii) [allow the indemnifying party to control the response to and defense of any related claim;](#) and (iii) [reasonably cooperate with the indemnifying party in the defense of same.](#)

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

[To the maximum extent permitted under the applicable law, neither Party shall be liable to the other Party for any consequential, incidental, special or indirect damages whatsoever arising out of or related to this Agreement. In no event shall the total liability of either Party arising out of, related to or in connection with this agreement exceed in the aggregate, the fees paid by the City to Contractor for the twelve \(12\) months immediately preceding the events giving rise to such claims.](#)

### 13. Insurance.

#### 13.2 Required Insurance Coverage.

A. Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, [independent contractors,](#) products-completed operations, bodily injury, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 01 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement forms CG 20 10 03 97 and CG 20 37 07 04, or their equivalents, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with an [unimpaired](#) limit of \$1,000,000 each occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor's work or sServices under this Agreement. Coverage will be at least as broad as ISO [coverage code "1" "any auto"](#) policy form CA 00 01 12 93 or equivalent

thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be endorsed as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

#### 14. Termination; Cancellation.

14.1 For City’s Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Contractor of written notice by the City. The Notice of Termination shall specify the effective date of termination, which shall be not less than five (5) calendar days from the date the notice is personally delivered or ten (10) days from the date the Notice of Termination is sent by another method. **The Agreement may be terminated by Contractor without cause upon thirty (30) days written notice to the City.** Upon termination for convenience, Contractor shall be paid, for all undisputed materials or ~~s~~Services that were delivered prior to the termination date.

#### 15.15 Information Technology

a. Limited Access. If necessary for the fulfillment of the Agreement, the City may provide the Contractor with non-exclusive, limited access to the City’s information technology infrastructure. The Contractor understands and agrees to abide by all the City policies, standards, regulations and restrictions regarding access and usage of the City’s information technology infrastructure **that are provided in writing to the Contractor.** The Contractor shall enforce all such policies, standards, regulations and restrictions with all the Contractor’s employees, agents or any tier of subcontractor granted access in the performance of this Agreement, and shall be granted and authorize only such access as may be necessary for the purpose of fulfilling the requirements of the Agreement.

b. Data Confidentiality: All data, regardless of form, including originals, images and reproductions, prepared by, obtained by or transmitted to the Contractor in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Contractor ~~shall not~~ shall not, without the prior, written consent of the City Manager or authorized designee, (A) disclose data generated in the performance of the Services to any third party or (B) use City data and information.

d. Compromised Security. In the event that data collected or obtained by the Contractor in connection with this Agreement is believed to have been compromised, the Contractor shall notify the City Manager, or authorized designee, immediately. The Contractor agrees to reimburse the City for any **reasonable** costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

EXHIBIT B  
TO  
SERVICES AGREEMENT  
BETWEEN  
THE CITY OF LEE'S SUMMIT  
AND  
ANALYSTS INTERNATIONAL CORPORATION  
  
SCOPE OF WORK

Our Infor Lawson Enterprise Resource Planning (ERP) System consists of Lawson System Foundation (LSF) 10 with Infor Lawson Enterprise Applications, Infor OS, Infor Landmark (LMK) Runtime with Infor Process Automation (IPA), Inform Lawson Business Intelligence (LBI) and Infor Smart Office (ISO) servers.

We estimate the annual number of support hours needed to be between 75 – 150. The amount fluctuates from year to year.

Examples of support provided in the past include:

- API interface between Lawson and a 3<sup>rd</sup> party application
- Finance, Procurement &/or HR module consulting
- Modifications to various forms and programs
- ACH for Accounts Payable &/or Accounts Receivable
- Assistance with implementing ADFS
- Certificate application
- URL Encoding for invoice attachments
- Configuration for E-Payables
- Assistance with WebSphere Services, InBasket access in the Portal
- Hotfix installing using LifeCycle Manager
- Crystal report functionality on LBI server

EXHIBIT C  
TO  
SERVICES AGREEMENT  
BETWEEN  
THE CITY OF LEE'S SUMMIT  
AND  
ANALYSTS INTERNATIONAL CORPORATION  
  
PROPOSAL FEES / COSTS

Analysts is pleased to provide time and materials pricing for both our Infor Lawson Ad Hoc Support Services and our project-based services as described in this proposal. The hourly rates included in the table below include all related cost associated with our proposed services.

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