

AMENDMENT NO. 3 TO PURCHASE AND SOFTWARE LICENSE AGREEMENT**BETWEEN****THE CITY OF NEW ORLEANS****AND****SYSTEM INNOVATORS, A DIVISION OF N. HARRIS COMPUTER CORPORATION**

THIS THIRD AMENDMENT (the "**Amendment**") is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "**City**"), and System Innovators, a division of N. Harris Computer Corporation, represented by Jeffrey Sumner, Executive Vice-President (the "**Contractor**"). The City and the Contractor are sometimes collectively referred to as the "**Parties**." The Amendment is effective as of January 1, 2023 (the "**Effective Date**").

RECITALS

WHEREAS, on March 25, 2003, the City and the Contractor entered into a Purchase and Software License Agreement for hardware, services and software (the "**Agreement**");

WHEREAS, the City and Contractor previously amended the Agreement to add additional services and increase the compensation; and

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter this Amendment to implement the software and services described in the attached Exhibits.

NOW THEREFORE, for good and valuable consideration, the City and the Contractor amend the Agreement, as amended, as follows:

1. **Additional Services**. See Exhibit 1 – Support and Maintenance Fees and Exhibit 2 – May 18, 2023, City of New Orleans, Budget Quote 2023 Budget defined herewithin
2. **Maximum Receipts**. The maximum receipts to be described in Article II of Exhibit I and in Exhibit II of the Agreement is increased by 100,000 per year to a new total amount not to exceed 300,000 per year, as described in the price quotation, dated March 7, 2019, and attached to this Amendment as Exhibit "E".
3. **Compensation**. The City will compensate Contractor in the amount of \$438,448.73 for the Support and Maintenance, Hardware, and Professional Services outlined in the Exhibits attached to this Amendment.
4. **Convicted Felon Statement**. The Contractor swears that it complies with City Code § 2-8(c). No Contractor principal, member, or officer has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.
5. **Non-Solicitation Statement**. The Contractor swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Amendment. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Amendment.
6. **Prior Terms Binding**. Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.

7. **Electronic Signature and Delivery.** The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Amendment.

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[SIGNATURES CONTAINED ON NEXT PAGE]

IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Amendment.

CITY OF NEW ORLEANS

BY: 
LATOYA CANTRELL, MAYOR

Executed on this 20th of June, 2021

FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Tracy Tynan

SYSTEM INNOVATORS, A DIVISION OF N. HARRIS COMPUTER CORPORATION

BY: 
JEFFREY SUMNER, EXECUTIVE VICE-PRESIDENT


FEDERAL TAX I.D.

Exhibit 1 – Support and Maintenance Fees
Year 2023, Year 2024 an Year 2025

Software Support and Maintenance Fees	2023 1/1/2023 - 12/31/2023	2024 1/1/2024 - 12/31/2024	2025 1/1/2025 - 12/31/2025
iNovah V2 - SWS	\$27,406.12	\$30,146.73	\$33,161.41
Annual Cashiering Volume -Up to 200,000			
Additional 100,000 Receipt Volume	\$8,546.39	\$9,401.03	\$10,341.13
iNovah Integrations			
Infor Cash Receipt	\$4,012.50	\$4,413.75	\$4,855.13
ICL - Check 21	\$5,953.64	\$6,549.00	\$7,203.90
Lama Real-Time Interface ¹	\$7,500.00	\$8,250.00	\$9,075.00
NRS (GenTax) Real-Time Interface ¹	N/A	\$7,500.00	\$8,250.00
NRS (GenTax) Image Export ¹	N/A	\$2,500.00	\$2,750.00
P2PE Device Fees (\$5.00 per month, per device) 30 Devices ²	\$1,800.00	\$1,800.00	\$1,800.00
3 Year Term Subtotals	\$55,218.65	\$70,560.51	\$77,436.57

¹First Year Maintenance Fees will be prorated from go-live through renewal period

²P2PE Device Fees will be invoiced monthly based on Active Device count

Three Year Total

\$203,215.73

Exhibit 2 –

May 18, 2023, City of New Orleans, Budget Quote 2023



May 18, 2023
City of New Orleans
Budget Quote 2023

Summary

City of New Orleans (referred to as the “Client”) requested System Innovators Professional Services to provide the following:

- 1) Integration to NRS (GenTax)
- 2) Integration to Sanitation

The Client acknowledges that this is a budgetary quote that was provided with very little definition of scope. Prices are based on an average sized projects of similar interface requirements. Any additions or amendments to the projects listed, or adjustments/clarification to Statements of Work will be handled via the Project Change Request process. This quote is valid for 90 days from the date listed above. This budgetary quote does not include shipping, or applicable taxes.

Assumptions

1. The Client will employ the human resources necessary to ensure the project is successfully completed on schedule. These resources will include 1) a Project Manager who has the authority to represent the Client in all aspects of this Agreement; 2) subject matter experts who can define the requirements and business rules that dictate the design of the customizations; and 3) technical staff who can provide System Innovators with support for the Client’s computing environment (personal computers, servers, network, software, and so forth) as well as technical support for third-party systems that interface with System Innovators’ software.
2. **The Client or Client’s delegate will produce a tested and documented application programming interface (API) to any application to be interfaced with System Innovator products and/or software.**
3. The Client will provide System Innovators with remote access to their computing environment so that System Innovators may support the Client with delivery, implementation, and testing of the customized software. System Innovators’ access to the Client’s computing environment may be accomplished through such means as a high-speed virtual private network (VPN) or an Internet-based remote access tool (such as Go to Meeting or Turbo Meeting).
4. The Client will provide a fully functional test system including hardware, software, documentation, and any system software and/or upgrades necessary to complete acceptance testing.
5. The Client will install and configure all required personal computers, hardware, software, and communications networking in advance of planned delivery of Systems Innovator’s software and/or services. The Client will inform System Innovators of any changes related to their system configuration.
6. Professional services hours have been estimated based on known requirements as provided by the Client as of the date of this quote. Services are subject to change based on new, or updated requirements.

7. The Client will prepare an acceptance test plan and test scripts, perform acceptance testing, and report test results and identified defects to the Systems Innovator Project Manager within the specified timeline agreed upon in the project plan.
 - a. Defect Criteria - Any issue identified during the execution of test scripts during any of the test phases will be assigned a severity level from one to four (defined below) if the issue is a defect. A defect is defined as an item that does not function as designed. The source of truth for the design is the associated functional or integration specification.
 - b. The standard System Innovators Defect severity levels are defined as follows:
 - i. Severity 1 – Blocking defect associated with a critical functionality preventing continuation of the testing scenario; no workaround available
 - ii. Severity 2 – Defect associated with a critical functionality; a workaround is available
 - iii. Severity 3 – Defect associated with non-critical functionality

SOFTWARE LICENSES	
Real time integration to NRS (GenTax) – Bi-Directional - High Complexity	\$30,00.000
Image Export to NRS (GenTax)	\$10,000.00
Software License Subtotal	\$40,000.00

PROFESSIONAL SERVICES	
Real time integration to NRS (GenTax) Software System – Bi-Directional - High Complexity	\$ 82,800.00
Image Export to NRS (GenTax)	\$ 17,600.00
Configuration Assistance to NRS (GenTax)	\$ 8,000.00
Configuration Assistance to Sanitation	\$16,000.00
Professional Services Subtotal	\$124,400.00

Peripheral Hardware	Quantity	Unit Cost	Total Cost
PAX-A80-cc devices	30	\$425.00	\$12,750.00
CR-L1 Check scans	33	\$495.00	\$16,335.00
Epson TM-H6000V Receipt Printers	33	\$848.00	\$27,984.00
Cash drawers	19	\$286.00	\$5,434.00
PAX A920 Pros	14	\$595.00	\$8,330.00
Shipping, Handling and Taxes	TBD	TBD	TBD
Peripheral Hardware Subtotal			\$70,833.00
Total			\$70,833.00

*Peripheral Hardware quotation represents a single cashier workstation requirement. Actual workstation PC not included. Hardware prices are subject to market availability and are subject to change without notice.

ANNUAL SUPPORT and MAINTENANCE	
Real-Time Interface Bi-Directional High Complexity Maintenance to NRS (GenTax)	\$7,500.00
File Export Maintenance to NRS (GenTax)	\$2,500.00
Support and Maintenance Subtotal	\$10,000.00

Notes:

- The first-year maintenance costs will be prorated from go-live through the next renewal period.
- The annual support and maintenance investment for application interfaces applies only to those interfaces written and maintained by System Innovators. Support fees for interfaces include modifying interfaces to comply with changes forced by legislation or System Innovators system upgrade. Support Fees for all payment collection software products licensed by System Innovators include help desk support services and upgrades to the latest versions of the licensed software as they become available. The annual Software Support Fee for iNovah entitles the Customer to upgrades/updates to iNovah as defined in the master annual support and maintenance agreement.
- System Innovators' pricing does not include the cost for changes to 3rd party systems.
- Should the project require travel to the Client's location, then System Innovators will charge a fixed price of \$3,500 for each one (1) person trip, which will be billed as incurred.