

SERVICES AGREEMENT

THIS	AGREEMENT	made	the	day	of		2018,	by	and	between
		, having	its prin	ncipal offices	at .					,
hereina	after referred to as	s "Client	," and	CherryRoad	Ted	chnologies	Inc., with	office	s loca	ted at 301
Gibralt	ar Drive, Suite 2C	, Morris	Plains,	New Jersey	079	950, herein	after refe	rred to	as "C	onsultant"
in the f	following manner:			_						

WITNESSETH:

WHEREAS, the Client is desirous of entering into an agreement with Consultant for work requested by the Client, and

NOW THEREFORE, the parties hereto, in consideration of the covenants, agreements, terms, and conditions herein contained, do agree as follows:

- 1. Scope of Services: The Statement of Work, attached as Exhibit A and incorporated as part of this Agreement, shall define the scope of services ("Services") provided by Consultant for this engagement. Client acknowledges that the performance of the Services under this Agreement will be an interdependent effort with employees and agents from both Consultant and Client working together to perform the Services. Both parties agree to fully cooperate with each other in the performance of the Services and to meet the obligations assigned to each party in Exhibit A. Each party shall be responsible for the acts and omissions of its own employees and agents.
- 2. Payment Terms: A schedule of deliverables and progress payments has been defined based on the pricing outlined in Exhibit A to this Agreement. Exhibit A explicitly overrides any pricing and payment schedules referenced in Consultant's original proposal and in the Client's RFP. Consultant will invoice Client for its Services as identified in Exhibit A. Client agrees to remit payment for properly submitted invoices within thirty (30) days of receipt of invoice, minus a 5% retention withholding to be released upon completion of each Phase.
- **3. Order of Precedence:** If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) the Statement of Work; 2) the terms and conditions set forth in this Agreement.
- 4. Work Stoppage: In the event Client fails to pay Consultant for work successfully completed in accordance with the terms of this Agreement, or if Client fails to meet its obligations identified in Exhibit A of this Agreement Consultant may temporarily cease any and all work under this Agreement ("Work Stoppage"), provided Consultant gives Client at least ten (10) calendar days' notice and Client fails to cure within such ten (10) calendar days. In such event, if the period of time for such Work Stoppage is more than ten (10) calendar days, Consultant shall have the right to terminate for cause. In the event Client cures by making full payment after the Work Stoppage and/or demonstrates to Consultant's satisfaction its ability

to meet its obligations prior to any termination, Consultant will return to work within a reasonable time, but in no event more than thirty (30) calendar days thereafter.

In the event the matter is resolved either between the parties or through dispute resolution in accordance with this Agreement and Consultant agrees to return to work hereunder, then Consultant shall have no liability for any changes, modifications or alterations made during the Work Stoppage by non-Consultant employees or subcontractors to the work previously performed prior to the Work Stoppage.

- 5. New Services: For a period extending 12 months from date of go-live of the final phase as identified in Exhibit A, Client may request in writing that Consultant perform certain services that are not specifically described in Exhibit A hereto but are related to the Services ("New Services"). These New Services shall be limited to the type of services previously delivered by the Consultant under Exhibit A or which are typically provided by Consultant to its public sector customers in the course of performing similar implementation services for those public sector customers. Notwithstanding the above, Consultant shall have the right to decline Client's request to provide such services, during that 12 month period, if the Consultant reasonably believes that: i) the services requested by the Client are outside the above criteria for New Services or ii) are for a customization that Consultant deems, in its reasonable opinion to be detrimental to meeting its performance obligations under this Agreement or iii) Client has failed to pay, per the terms of this Agreement, for New Services previously requested. In the event the Consultant agrees to perform such New Services, then Consultant shall perform such New Services on a time and materials basis, at an hourly rate not to exceed that described in Exhibit A unless otherwise agreed upon in writing, for each of the Consultant personnel assigned to perform such New Services. Requests for New Services will be limited to increments of no less than eight hours. Consultant shall commence performing the applicable New Services within thirty (30) calendar days of written notice from the Client's Project Manager.
- 6. Warranty: For a period of 90 days from each go-live which includes the production support period Consultant warrants that (A) ALL WORK PERFORMED IN CONNECTION WITH THIS AGREEMENT SHALL BE PERFORMED IN A COMPETENT, PROFESSIONAL AND WORKMANLIKE MANNER, AND SHALL BE OF INDUSTRY STANDARD QUALITY; (B) ALL WORK PERFORMED AND ALL DELIVERABLES SHALL COMPLY WITH APPLICABLE LAWS; AND (C) ALL WORK PERFORMED AND ALL DELIVERABLES SHALL BE PROVIDED IN ACCORDANCE WITH AND SHALL CONFORM IN ALL MATERIAL RESPECTS TO ANY SPECIFICATIONS AND REQUIREMENTS SET FORTH IN THIS AGREEMENT.

To receive warranty remedies, Client must report any deficiencies to Consultant in writing within the Warranty Period. Consultant shall correct all deficiencies in the Services or Work identified by Client during the Warranty Period provided that the defective Services or Work is not caused by any inappropriate, improper or unforeseen usage of the Work or Services by the Client unless such actions are taken at the direction of the Consultant. If the deficiency is related to a software issue beyond the control of Consultant, Consultant shall work in good faith with Oracle to resolve the situation or develop a work around solution that materially meets the Client's requirements as set forth in the Statement of Work.

THE WARRANTIES CONTAINED HEREIN AND IN THE STATEMENT OF WORK ARE CONSULTANT'S SOLE AND EXCLUSIVE WARRANTIES. CONSULTANT AFFIRMATIVELY

EXCLUDES ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE SERVICES PROVIDED INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT THE CONSULTANT KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE) WHETHER ARISING BY LAW OR BY REASON OF CUSTOM OF THE TRADE.

- 7. Indemnification: Consultant shall, at all times hereafter, indemnify, hold harmless and, defend Client, and its officers, agents, and employees from and against any and all third-party claims, suits, actions, demands, causes of actions of any kind or nature, including all costs, expenses and attorneys' fees, arising out of any negligent or willful misconduct of Consultant and its employees and subcontractors in the performance of this Agreement. Client shall fully cooperate with Consultant in the course of any such defense, including, without cost, providing resources, information, and individuals deemed reasonably necessary by Client to effectively defend any such action. Client agrees not to intentionally interfere or otherwise undermine any defense, negotiations, or settlement conducted by Consultant to resolve any such matter.
- **8. Termination:** This Agreement may be terminated upon the following events:

<u>Termination by Mutual Agreement</u>. In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.

<u>Termination Without Cause</u>. Client shall have the right to terminate this Agreement without cause by providing Consultant with thirty (30) calendar days' written notice.

<u>Termination for Cause</u>. In the event of a material breach, either party may provide the other party with written notice of the material breach, with such sufficient detail so the party can readily understand the claim for material breach. The other party shall have thirty (30) calendar days from the date of its receipt of such notification to cure such material breach. If the material breach is not cured within that time period, the non-breaching party may terminate this Agreement immediately.

<u>Termination for Lack of Funds</u>. In the event the funds to finance this Agreement become unavailable or are not allocated, Client shall provide Consultant with thirty (30) calendar days' written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this event.

Upon termination of this Agreement for any reason, including expiration, Consultant shall place no further orders nor enter into subcontracts for materials or services unless it is necessary in accordance with agreed upon wind-down disentanglement procedures. Consultant shall, upon receipt of termination notice, unless otherwise directed by the Client (i) take such action as may be necessary for the protection and preservation of the Client's materials and property; and (ii) shall act in good faith to mitigate costs to Client.

In the event of termination of this Agreement, Client shall pay for completed Work delivered as well as for Work performed by Consultant that was not yet completed or received by the Client but was performed pursuant to this Agreement. Upon payment for such Work, Client shall be entitled to all completed and uncompleted Work.

In the event of any termination, Client and Consultant shall mutually agree upon "wind-down" disentanglement procedures to include, without limitation, the scope, staffing, and costs required by such procedures. Such services shall be paid to Consultant on a time and materials basis at the rates listed in this Agreement.

Notwithstanding any other provisions of this Agreement, the provisions regarding insurance, indemnification, confidentiality, limitation of liability, non-solicitation and any other provisions which by their terms survive, shall survive the termination or expiration of this Agreement.

9. Insurance:

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Consultant, his agents, representatives, or employees.

Minimum Scope and Limits of Insurance. Consultant shall maintain limits no less than:

- Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form CG 0001 or equivalent is required.
- 2. <u>Automobile Liability</u>: \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.
- 3. <u>Workers' Compensation</u> Statutory Limits and <u>Employer's Liability</u>: \$1,000,000 per accident for bodily injury or disease.
- 4. <u>Errors and Omissions</u> Liability Insurance appropriate to the Consultant's Profession: \$1,000,000 per occurrence.
- 5. **Cyber Coverage** including coverage for unauthorized access and use, failure of security, breach of confidential information, of privacy perils, as well as breach mitigation costs and regulatory coverage: \$1,000,000 per occurrence.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by the City of Sunnyvale. The consultant shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention.

Other Insurance Provisions

The **general liability** policy shall contain, or be endorsed to contain, the following provisions:

1. The City of Sunnyvale, its officials, employees, agents and volunteers are to be covered as additional insureds with respects to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, employees, agents or volunteers.

- 2. For any claims related to this project, the Consultant's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- 3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.
- 4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Sunnyvale.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A:VII, unless otherwise acceptable to the City of Sunnyvale.

Verification of Coverage

Consultant shall furnish the City of Sunnyvale with original a Certificate of Insurance effecting the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City of Sunnyvale prior to commencement of work.

10. Subcontractors: Consultant shall not be entitled to subcontract the performance obligations provided herein to any other party without the prior written consent of Client, which shall not be unreasonably withheld, conditioned, or delayed. Consultant shall not be allowed to assign any rights, except monies which may become due under this Agreement, without the prior written approval of Client, such approval not to be unreasonably withheld, conditioned, or delayed.

Consultant shall be fully responsible for all acts and omissions of its subcontractors to the same extent that Consultant is responsible for the acts and omissions of persons directly employed by it. Nothing in this Agreement shall create any contractual relationship between any subcontractor and Client or any obligation on the part of Client to pay or to see the payment of any monies due any subcontractor.

11. Records to be kept by Consultant: Consultant shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than two (2) years after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of this Agreement, Consultant shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of Client shall have right of access during normal business hours and after reasonable notice to Consultant's files and records relating to the services performed hereunder, and may review and copy the files and records at appropriate

stages during performance of the services and during the two (2) years period following termination or expiration of this Agreement.

- 12. Force Majeure: Neither party shall be liable to the other for any failure or delay in performance hereunder due to circumstances beyond its reasonable control including, but not limited to acts of God; labor disputes; and governmental and judicial action not the fault of the party causing such failure or delay in performance. Upon receipt of notice of failure or delay in performance caused by the foregoing, performance time shall be considered extended for a period of time equivalent to the time lost as a result of any such delay. If either party is unable to continue to perform for a period of thirty (30) calendar days from the date such notice was issued, then either party may terminate this Agreement.
- 13. Non-Disclosure: During the term of this Agreement, Client will have access to and become acquainted with Consultant's written and oral confidential and proprietary Information. Such information must be clearly communicated to Client as confidential or proprietary. Subject to the requirements of the California Public Records Act (Govt Section 6250 et seq.) or other applicable law. such information shall not be disclosed by Client to any third-party without the prior written consent of Consultant, or as required by law subject to compliance with the procedure set forth in this Section.

During the term of this Agreement, Consultant will have access to and become acquainted with Client's written and oral confidential and proprietary information. Such information shall not be disclosed by Consultant to any third-party without the prior written consent of Client, or as required by law subject to compliance with the procedure set forth in this Section.

The following information shall not be considered confidential and proprietary information for the purposes of this Agreement: information required to be disclosed under the California Public Records Act, information previously known when received from the other party; information freely available to the general public; information which is now or hereafter becomes publicly known by other than a breach hereof; information which is developed by one party independently of any disclosures made by the other party of such information; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

If either party is confronted with legal action or believes applicable law requires it to disclose any portion of the other party's confidential and proprietary information protected hereunder, that party shall promptly notify and assist the other (at the other party's expense) in obtaining a protective order or other similar order, and shall thereafter disclose only the minimum of the other party's confidential and proprietary information that is required to be disclosed in order to comply with the legal action, whether or not a protective order or other order has been obtained.

The parties acknowledge that a breach of the provisions of this Section will result in immediate irreparable harm to the aggrieved party, and the aggrieved party shall be entitled to immediate temporary, preliminary, and permanent injunctive or other equitable relief.

14. Dispute Resolution: Any dispute, disagreement, claim or controversy between the parties arising out of or relating to this Agreement (the "Disputed Matter") shall be resolved by mutual agreement by first having the Project Manager for Consultant and the Project Manager or Project Leader for Client meet to endeavor to resolve such dispute. If a resolution to such dispute does not occur during such meeting or within three (3) business days thereafter, the

parties agree to elevate the dispute to a meeting of the Client's Project Steering Committee. If a resolution of such dispute does not occur during such meeting or within five (5) business days thereafter, the parties agree to elevate the dispute to the Vice President or President level of Consultant and Client's County Board Chairman. If either of the representatives at this level concludes, after a good faith attempt to resolve the Disputed Matter, that amicable resolution through continued negotiation does not appear likely, then, the parties agree to try in good faith to settle the Disputed Matter by mediation under the Commercial Mediation Rules of the American Arbitration Association. No formal proceedings for the judicial resolution of such Disputed Matter, except for the seeking of equitable or injunctive relief, may begin until this dispute resolution procedure is completed. If any such Disputed Matter cannot be settled by mutual agreement as described hereinabove, the parties may decide to enter into binding arbitration or seek legal or equitable remedies.

- **15. Non-Discrimination:** Consultant agrees that it will not discriminate against any person(s) because of age, ancestry, race, color, creed, marital status, political affiliation, religion, disability, national origin, citizenship, sex, or sexual orientation.
- **16. Notice:** Any notice hereunder by one party to the other party shall be given in writing by personal delivery, facsimile, regular mail, overnight mail, or certified mail with proper postage, to the party at the address designated in this Agreement. Any notice shall be effective on the date it is received by the addressee. Either party may change its address for notice purposes by giving the other party notice of such change in accordance with this paragraph.

Notices shall be addressed as follows:

CLIENT:

City of Sunnyvale 650 W. Olive Ave Att: Kathleen Boutté Foster Sunnyvale, CA 94086 Phone: (408) 730-3041

CONSULTANT:

CherryRoad Technologies Inc. 301 Gibraltar Drive, Suite 2C Morris Plains, NJ 07950 Attn: Barbara M. Robinson

Phone: (973) 541-4212 Fax: (973) 541-2545

17. Waiver or Modification of Agreement:

- a) Both parties understand and agree that any and all changes and modifications to the terms and conditions of this Agreement shall be by mutual written agreement of both parties.
- b) No waiver or modification of this Agreement or of any covenant, condition, or limitation contained herein shall be valid unless it is reduced to written form and duly executed by the parties. No evidence of any waiver or modification of the terms herein shall be offered or received into evidence in any proceeding, mediation, arbitration, or litigation between

- the parties arising, in any manner, out of this Agreement, unless such waiver or modification is in writing and duly executed by the parties.
- c) No waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement nor as a waiver of any other default, breach, condition precedent, or any other right hereunder.
- 18. Governing Law and Venue: The validity, performance and enforcement of this Agreement shall be governed by and be construed in accordance with the laws of the State of California, without regard to the conflicts of law rules thereof and the state courts or the federal courts of California shall have exclusive jurisdiction and venue over the parties with respect to any dispute or Disputed Matter arising under this Agreement. By signing this Agreement, each party consents to personal jurisdiction in state and federal courts located in California and venue shall be in the County of Santa Clara, and agrees to not raise any defense to same.
- **19. Non-Solicitation of Employees:** Consultant and Client agree that neither party shall directly or indirectly solicit for employment any employee of the other party. This clause shall remain in effect during the term of this agreement and for a period of one year after the termination of this agreement, unless prior written consent of the other party is first obtained.
- 20. Independent Contractor Status: Client expressly acknowledges that Consultant is an "independent contractor", and nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing Client to exercise control or direction over the manner or method by which Consultant or its subcontractor performs hereunder. Client shall neither have nor exercise any control or direction over the methods by which the Consultant shall perform its work and functions other than as provided in this Agreement. No party shall have the authority to bind the other or otherwise incur liability on behalf of each other.
- 21. Change Orders: Modifications to the Statement of Work shall be mutually agreed upon in writing between the parties and will be governed by the terms and conditions of this Agreement. Changes in scope will be dealt with on a time and materials basis using rates consistent with the roles identified in Exhibit A and will result in the issuance of a Change Order by Client. Consultant shall not be obligated to provide the work required by the change in the Statement of Work until such time as the Change Order is agreed to in writing by both Consultant and Client.
- 22. Severability: A determination for any reason that any provision of this Agreement is void, invalid, or unenforceable by a court of appropriate jurisdiction shall not affect the enforceability or validity of any other provision of this Agreement or the whole of this Agreement, but such term(s) or provision(s) shall be deemed modified to the extent necessary. The parties shall cooperate and use their best efforts to amend this Agreement in such a way as to confer upon the parties (to the greatest extent possible) the benefits and rights which they would have possessed under the Agreement as a whole, had the invalidated provisions remained in effect. Failing such agreement by the parties, the Agreement shall be construed by the court (to the greatest extent possible) in such a way as to confer upon the parties the benefits and rights which they would have possessed under the Agreement as a whole, had the invalidated provision(s) remained in effect.
- **23. Headings or Captions:** The paragraph headings or captions used in this Agreement are for identification purposes only and do not limit or construe the contents of the paragraphs.

24. Limitation on Liability: EXCEPT WITH RESPECT TO THE INDEMNIFICATION AND NON-DISCLOSURE OBLIGATIONS SET FORTH HEREIN AND NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES OR OTHER MONETARY LOSS, ARISING OUT OF OR RELATED TO THIS AGREEMENT AND ANY ACTIONS OR OMISSIONS WITH RESPECT THERETO, WHETHER OR NOT ANY SUCH MATTERS OR CAUSES ARE WITHIN A PARTY'S CONTROL OR DUE TO NEGLIGENCE OR OTHER FAULT ON THE PART OF A PARTY, ITS AGENTS, AFFILIATES, EMPLOYEES OR OTHER REPRESENTATIVES, AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN TORT, CONTRACT, BREACH OF WARRANTY OR OTHERWISE.

ANY LIABILITY INCURRED BY CONSULTANT IN CONNECTION WITH THE IMPLEMENTATION SERVICES UNDER THIS AGREEMENT SHALL BE LIMITED TO THE APPLICABLE INSURANCE LIMITS AS SET FORTH IN SECTION 9. ANY LIABILITY INCURRED BY CONSULTANT IN CONNECTION WITH CLOUD SERVICES SHALL BE LIMITED TO THE TOTAL AMOUNTS ACTUALLY PAID TO CONSULTANT FOR THE CLOUD SERVICES UNDER THE ORDER GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY LESS ANY REFUNDS OR CREDITS RECEIVED UNDER SUCH ORDER.

ANY LIABILITY INCURRED BY CONSULTANT IN CONNECTION WITH THE ADPSERVICES SHALL BE LIMITED IN THE SAME MANNER THAT ADP'S LIABILITY IS LIMITED IN SECTION 7 OF THE GLOBAL MASTER SERVICES AGREEMENT IN EXHIBIT D.

25. Work Products: Consultant shall grant Client, upon full payment, including all retainage, a perpetual, irrevocable, non-assignable, non-exclusive license to all work product and deliverables created by Consultant for Client under this Agreement ("Work"). Consultant shall acquire no rights in any property or information of Client or licensors of Client, except as otherwise expressly provided in this Agreement.

Further, Consultant will retain ownership of all intellectual property, knowledge, techniques, procedures, routines, templates, and methods which have been developed by Consultant in its regular course of business and not for specific use in performance of this Contract, and used in the provision of services ("Consultant Tools"). Consultant shall grant Client, upon full payment, including all retainage, a perpetual, irrevocable, non-assignable, non-exclusive license to all Consultant Tools that Consultant embeds in or provides with any Work or that are otherwise used in connection with the Services.

- **26. Point of Contact:** Should an occasion arise wherein a management decision is necessary to proceed; Client's Project Manager shall serve as the Client point of contact on all matters to be reviewed and considered.
- **27. Term of Agreement:** Unless this Agreement is terminated earlier for any reason, the term of this Agreement shall be for a period of ten (10) years from the effective date.
- **28. Entire Agreement:** This Agreement, together with the exhibits constitutes the entire agreement between the parties hereto and is a complete and exclusive statement, and all prior agreements, discussions, and understandings are merged herein.

- 29. Binding Effect: Each party, and each person signing on behalf of a party, represents and warrants that it, he or she has full legal capacity and authority on its own behalf and on behalf of its predecessors, successors, and assigns heretofore and hereafter, to enter into and perform the respective obligations under this Agreement without any additional consent or approval. In addition, each of the parties hereby agrees, represents, and warrants that the execution, delivery, and performance of this Agreement do not conflict in any material respect with or constitute a material breach or material default under the terms and conditions of any material documents, agreements, or other writings to which it is a party. This Agreement shall be binding upon, and inure to the benefit of the parties hereto, their representatives, employees, agents, independent contractors, successors and assigns.
- **30. Counterparts:** This Agreement may be executed in one or more counterparts. All executed counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument.
- 31. Participation by Other Local Government Agencies: Consultant agrees to allow other government entities or agencies to purchase services pursuant to the terms and conditions of this Agreement if such agencies are authorized, by law or their governing bodies, to execute such purchases. Client shall not be a party to such purchases and assumes no liability or responsibility associated with such purchases.
- **32. Good Faith of Parties:** In the performance of this Agreement or in considering any requested approval, acceptance, or extension of time, the parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, or extension of time required or requested pursuant to this Agreement.
- 33. CherryRoad/Oracle Public Sector Cloud Services Agreement CherryRoad/Oracle Public Sector Cloud Services Agreement v.1 (the "CherryRoad CSA") is attached hereto as Exhibit B and its terms are fully incorporated herein. The terms and conditions of the CherryRoad CSA and the Cloud Services Ordering Document shall govern any Cloud Services ordered by Client through CherryRoad. The CherryRoad CSA terms and conditions shall take precedence in the event of a conflict with the terms and conditions of this Agreement including any exhibits. Consultant may amend the CherryRoad CSA at any time which shall be incorporated herein. Consultant shall invoice Client for Cloud Services in accordance with the CherryRoad CSA and Cloud Services Ordering Document, and Client agrees to remit payment to Consultant for submitted invoices within thirty (30) days of receipt of invoice. Any additional Cloud Services that Client wishes to purchase shall be incorporated into an amendment to this Agreement.
- **34. Cloud Services Ordering Document:** The Cloud Services Ordering Document is attached hereto as Exhibit C and its terms are fully incorporated herein.
- **35. ADP GMSA:** The Global Master Services Agreement ("GMSA") executed between the Client and ADP is attached hereto as Exhibit D. The terms and conditions of the GMSA shall govern any services provided by ADP ("ADP Services") and ordered by Client through CherryRoad. Regarding ADP Services, the GMSA shall take precedence over any conflicting terms in an order, any change order or any other agreement between the parties.

Consultant shall invoice Client for the ADP Services and Client agrees to remit payment to Consultant for submitted invoices within thirty (30) days of receipt of invoice. Any additional

ADP Services that Client wishes to purchase shall be incorporated into another Change Request.

If Client terminates any ADP Services or the GMSA in whole or in part for convenience, Client will pay Consultant the following amount: (1) if such termination occurs during the implementation of ADP Services, Client will pay Consultant for the implementation services at Consultant's then current hourly labor rates and reimburse Consultant for any license fees or other costs incurred in connection with such implementation services; and (2) if such termination occurs after the go-live date for the ADP Services, Client will reimburse Consultant for its costs (including unamortized investments and any costs incurred that have not been recovered from fees charged) associated with the termination of the ADP Services as set forth in the chart below, which provides the unrecovered costs as a percentage of the estimated aggregate ongoing fees for the ADP Services as of the effective date during each year of the GMSA:

Year	1	2	3
Percentage of Estimated Aggregate Ongoing Fees as of the GMSA Effective Date	25%	17%	8%

Agreed to by:		_
CHERRYROAD TECHNOLOGIES INC.	CLIENT	
(Signature)	(Signature)	
(Name & Title)	(Name & Title)	
(Date)	(Date)	





City of Sunnyvale, California

Enterprise Resource Planning Implementation Services

Statement of Work

August 22, 2018 Version 8.0

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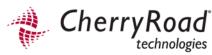




REVISION HISTORY

Revision Number	Date	Author	Description of Change
1.0	7/8/2018	G Catanzano	First Draft
3.0	7/29/2018	G Catanzano	Incorporation of City feedback from 7/12
4.0	8/8/2018	R Cockrum	Incorporation of City feedback from 8/6
5.0	8/12/2018	R Reid	Incorporation of City feedback from 8/6
6.0	8/14/2018	R Cockrum	Incorporation of City feedback 8/13 and CherryRoad Updates from 8/14 meeting
7.0	8/21/2018	R Cockrum	Incorporation of City feedback from 8/20
8.0	8/22/2018	T Silva	Incorporation based on conversation with City Team and Rob C. on 8/22/18





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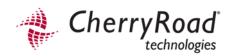
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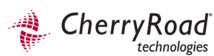
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1.0 EXECUTIVE SUMMARY

This Statement of Work (SOW) is intended to document the scope, roles, responsibility, tasks and timeframe for the implementation of the Enterprise Resource Planning (ERP) system. This project is Sunnyvale's blue print to improve and integrate the business processes, move away from legacy systems and more broadly around the integrated ERP software applications.

This Executive Summary section is intended as an overview of the County's objectives project, scope and timeline for the ERP project. Following the executive summary, the terms of the SOW are documented in more detail.

PROJECT OBJECTIVES

The City of Sunnyvale has undertaken the implementation of an ERP system to fully and efficiently utilize current software tools to realize the full potential of the comprehensive financial and human resources applications. The City has previously implemented a number of now legacy systems and utilized other tools such as Excel spreadsheets. Sunnyvale will enhance and modify workflows and processes to conform to the best practice methodologies of the Oracle Fusion Cloud Financials and Human Capital Management (HCM) suite along with applicable modules. It is understood that the City plans to implement the Software-as-Service (SAAS) system with minimal customizations while leveraging and incorporating the public sector best practices during the project.

The City's objectives for this project include:

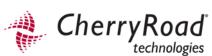
- Implementation of an Enterprise Resources Planning (ERP) solution to replace the functionality provided by current legacy information systems
- Enhancing operational effectiveness by making more timely, accurate and complete information available to residents, the Mayor and City Council, City Manager, and other City personnel
- Increasing productivity by eliminating redundancy and unnecessary tasks
- Improving management and public policy decision-making by increasing the ability to analyze data
- Utilizing and managing technology in a cost-effective manner
- Elimination of multiple systems (and the interfaces between them), ad-hoc databases, and spreadsheets through the implementation of a single, comprehensive, and integrated solution
- Increasing operational effectiveness via the use of a learning management system
- Enhancing cross-departmental collaboration through the use of information technology and improved business processes
- Improving the sharing of information between the City and external agencies
- Adapting best business practices (i.e. encourage streamlining and automation of standard business transactions, enhanced processing and on-line capabilities, etc.)
- Implementing enhanced features and functionality to support increased automation and operational
 efficiencies (i.e. workflow, self-service, document imaging, accounts receivable, cashiering, refunds,
 grant management, etc.)
- Improving the availability of financial, human resources, and payroll data to City personnel
- Reducing the extent of custom modifications to the City's application portfolio through the adoption of best business practices

PROJECT SCOPE

The Sunnyvale ERP project constitutes the following phases of implementation:

- Phase 0 Chart of Accounts (COA): Redefined COA
- Phase I ERP: Financials, General Ledger, Vendor Management, Purchasing/eProcurement, Accounts Payable, Accounts Receivable, Inventory/Warehouse Management, Fixed Asset Management, Contract Management, Bank Account Management & Reconciliation, Cashiering & Till Management, Expenses, Projects & Grants





- Phase II Human Capital Management (HCM): Payroll, Time Entry, Human Resources, Benefits, Leave Management
- Phase III HCM: Performance Reviews/Management, Risk Management, Certification/Training/Learning Management/Career Development

A complete listing of software modules and technology components that will be implemented is provided in Section 3.2. A detailed listing of the City's requirements and CherryRoad/Oracle's responses is found in Appendix C.

PROJECT IMPLEMENTATION

The project will consist of implementing the following Oracle products:

- Fusion Financials Cloud
- Fusion Procurement Cloud
- Supply Chain Management Cloud
- Fusion Project Portfolio Management Cloud
- Fusion Human Capital Management Cloud
- Fusion Talent Management Cloud
- Expense Cloud
- Learning Cloud

The following additional 3rd Party products will be implemented as well:

- CORE (Cashiering)
- ADP (W2 and reporting)
- Asset Tag Management
- RFSmart (barcoding/scanning)

The following are potential optional products to be implemented:

- PBCS (Planning & Budgeting Cloud Service)
- EPRCS (Enterprise Performance Reporting Cloud Service)

PROJECT TIMELINE

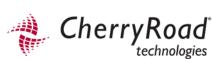
Detailed in this section is the high level project timeline based on the phases listed above.

		2	018							20	19						
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
COA Review																	
- CONTINUE NO.																	
Phase 1 - FMS		Sta	ge 1			Stage 2				Sta	ge 3		Z	Stage	4		
Phase 2 - HCM				Sta	ge 1		Sta	ge 2			Stage 3		7	Sta	ge 4		
Dhoso 2 Estanded UCM											Ctoro 1	Cho	~ 2	Cho	2	Cto	1
Phase 3 - Extended HCM											Stage 1	Sta	ge 2	Sta	ge 3	Sta	ige 4

- Phase 0 COA Completion October 2018
- Phase 1 ERP (Financials) Go Live September 2019
- Phase 2 HCM Go Live October 2019
- Phase 3 HCM Go Live December 2019

This represents the high-level timeline. A detailed project plan is included in Section 4.0.



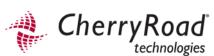


2.0 IMPLEMENTATION APPROACH

The implementation services to complete the City of Sunnyvale, California Enterprise Resource Planning (ERP) System implementation project is organized into four Project Phases.

- **Phase 1 FMS** the project team will implement requisite Oracle Cloud application functionality to meet the City's requirements for a successful project implementation for the following business areas as described in Appendix C of this SOW:
 - General Ledger
 - o Vendor Management
 - Purchasing/eProcurement
 - Accounts Payable
 - o Inventory & Warehouse Management
 - Fixed Asset Management
 - Contract Management
 - o Accounts Receivable
 - Bank Account Management and Reconciliation
 - Cashiering & Till Management
 - Expenses
 - Projects and Grants
- Phase 2 Human Capital Management (HCM the project team will implement requisite Oracle Cloud application functionality to meet the City's requirements for a successful project implementation for the following areas as described in Appendix C of this SOW:
 - o Payroll
 - Time Entry
 - Human Resources
 - Benefits
 - Leave Management
- Phase 3 Extended HCM the project team will implement requisite Oracle Cloud application functionality to meet the City's requirements for a successful project implementation for the following areas as described in Appendix C of this SOW:
 - o Performance Reviews/Management
 - Risk Management





o Certification/Training/Career Development

The project team will follow the CherryRoad deliverable/milestone based implementation methodology to achieve the to deliver a successful project implementation. Within each project phase, the CherryRoad methodology organizes the implementation services into Implementation Stages and Releases as depicted in the diagram below.

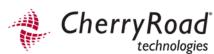


Implementation Stages – project implementation deliverables and milestones are organized into sequential Implementation Stages. Each Project Phases stated above includes the following four Implementation Stages:

- Stage 1 Planning & Discovery The project team will develop a series of planning deliverables that establish the implementation approach and project standards. The project team will conduct initial discovery sessions to gain understanding of the Oracle Cloud applications and how they align with City business processes, legacy system data, and operational considerations.
- Stage 2 Configuration & Prototypes The project team will configure the Oracle Cloud applications to align with City requirements while also developing required conversions, interfaces, and reports. A series of prototype work sessions are conducted to unit test the application configuration, demonstrate how City requirements will be met using the Oracle Cloud applications, and what business process changes will need to be implemented by the City.
- Stage 3 Testing & Training The project team will conduct system integration and user
 acceptance testing to confirm the application configuration, converted data, interfaces, and
 reports meet the end-to-end business processes of the City. During this stage the project
 team will also execute the training program, which includes train-the-trainer sessions
 followed by City led end-user training.
- Stage 4 Implementation & Support The project team will execute the steps required for
 the City to go live on the Oracle Cloud applications, including the migration of application
 configuration, converted data, interfaces, reports, and security. The go live is then
 followed by CherryRoad production support services. CherryRoad will create a lessons
 learned work product at the end of Phase 1 and 2 to enable risk mitigation for each next
 phase.

Releases – the implementation approach is characterized by continuous cycles of system configuration and development. Development items include conversions, interfaces, and reports.





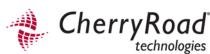
Security configuration is also managed iteratively by development release. Each Project Phase stated above includes the following five Releases:

- Release 1 Environment is prepared with the configuration and development required to conduct Prototype 1 work sessions. During the Prototype 1 work sessions the project team will review approximately 20% of the City's requirements.
- Release 2 Environment is prepared with the configuration and development required to conduct the Prototype 2 work sessions. During the Prototype 2 work sessions the project team will review approximately 50% of the City's requirements.
- Release 3 Environment is prepared with the configuration and development required to conduct the Prototype 3 work sessions. During the Prototype 3 work sessions the project team will review approximately 30% of the City's requirements.
- Release 4 Environment is prepared with the configuration and development required to conduct the System Integration Test cycle
- Release 5 Environment is prepared with the configuration and development required to conduct the User Acceptance Test cycle and End User Training

Production Go Lives – each of the Phases is scheduled to have its own go live. The implementation approach includes multiple system deployments. The project includes the following four (4) Go Live Dates.

- October 2019 Phase 1 FMS go live
- October 2019 Phase 2 HCM go live
- December 2019 Phase 3 Extended HCM go live





2.1 Deliverables/Milestones

As stated above, the project team will follow the CherryRoad deliverable/milestone based implementation approach. Deliverables/milestones are the building blocks of the project with each implementation task rolling up to a deliverable or milestone. There is a total of twenty-nine (29) deliverables/milestones included in the CherryRoad implementation approach. Several deliverables and milestones are one-time work products that apply across each of the four project phases. However, most of the deliverables and milestones are completed specifically for the individual project phases.

The implementation approach organizes the CherryRoad deliverables into five (5) Implementation Tracks. Implementation Tracks indicate the project team members primarily responsible for the completion of the deliverable or milestone. The table below lists the Implementation Tracks and the total number of deliverables/milestones that will be developed within each track.

Track	Track	Number of Deliverables/Milestones
1	Project Management	6
2	Functional	9
3	Development	7
4	Organizational Change Management	3
5	Training	4
		29

Throughout the Statement of Work the individual Implementation Tracks are color coded according to the table above.

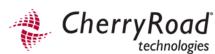
The sections that follow list the individual deliverables/milestones that are included in each Implementation Track.

2.1.1 Track 1 – Project Management Deliverables/Milestones

Track 1 - Project Management includes six (6) deliverables/milestones listed below. Each deliverable/milestone has an identification (ID) that will be referenced by the Statement of Work, project schedule, project deliverables, and project status reports. The table indicates if the item is a deliverable or a milestone. It also indicates if the item is developed in Phase 1 only and applies to all project phases, or if it is reproduced for each project phase. Lastly, the table lists both the City's role and CherryRoad's role in the completion of the deliverable/milestone.

ID	Deliverable/Milestone Name	Deliverable/	Phase	Phase	Phase	City Role	CRT Role
		Milestone	1	2	3		
P01	Initial Project Startup	Milestone	Yes	No	No	Assist	Lead
P02	Project Management Plan	Deliverable	Yes	No	No	Assist	Lead
P03	Baseline Project Schedule	Deliverable	Yes	Yes	Yes	Assist	Lead
P04	Project Scope Document	Deliverable	Yes	Yes	Yes	Assist	Lead
P05	Test Plan	Deliverable	Yes	Yes	Yes	Assist	Lead
P06	Production Cutover Plan	Deliverable	Yes	Yes	Yes	Assist	Lead





Appendix A, section A.1, includes the detailed definition for each Track 1 – Project Management deliverable/milestone listed in the table above. The definitions include the description, acceptance criteria, Sunnyvale role, CherryRoad role, and assumptions that apply to each individual deliverable/milestone.

2.1.2 Track 2 – Functional Deliverables/Milestones

Track 2 – Functional includes nine (9) deliverables/milestones listed below. Each deliverable/milestone has an ID that will be referenced in the Statement of Work, project schedule, project deliverables, and status reports. The table indicates if the item is a deliverable or a milestone. It also indicates if the item is developed in Phase 1 only and applies to all project phases, or if it is reproduced for each project phase. Lastly, the table lists both the City's role and CherryRoad's role in the completion of the deliverable/milestone.

ID	Deliverable/Milestone Name	Deliverable/	Phase	Phase	Phase	City Role	CRT Role
		Milestone	1	2	3		
F01	Init Discovery Questionnaires	Deliverable	Yes	Yes	Yes	Assist	Lead
F02	Conduct Prototype 1	Milestone	Yes	Yes	Yes	Assist	Lead
F03	Gap Analysis	Deliverable	Yes	Yes	Yes	Assist	Lead
F04	Conduct Prototype 2	Milestone	Yes	Yes	Yes	Assist	Lead
F05	Conduct Prototype 3	Milestone	Yes	Yes	Yes	Assist	Lead
F06	Module Configuration Doc	Deliverable	Yes	Yes	Yes	Assist	Lead
F07	Complete System Integration Test	Milestone	Yes	Yes	Yes	Assist	Lead
F08	Complete User Acceptance Test	Milestone	Yes	Yes	Yes	Lead	Assist
F09	Complete Production Support	Milestone	Yes	Yes	Yes	Assist	Lead

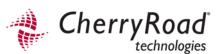
Appendix A, section A.2 includes the detailed definition for each Track 2 – Functional deliverable/milestone listed in the table above. The definitions include the description, acceptance criteria, Sunnyvale role, CherryRoad role, and assumptions that apply to the individual deliverable/milestone.

2.1.3 Track 3 – Development Deliverables/Milestones

Track 3 – Development includes seven (7) deliverables/milestones listed below. Each deliverable/milestone has an ID that will be referenced by the Statement of Work, project schedule, project deliverables, and project status reports. The table indicates if the item is a deliverable or a milestone. It also indicates if the item is developed in Phase 1 only and applies to all project phases, or if it is reproduced for each project phase. Lastly, the table lists both the City's role and CherryRoad's role in the completion of the deliverable/milestone.

ID	Deliverable/Milestone Name	Deliverable /	Phase	Phase	Phase	City Role	CRT Role
		Milestone	1	2	3		
D01	Release 1 Prepared	Milestone	Yes	Yes	Yes	Assist	Lead
D02	Development Approach	Deliverable	Yes	No	No	Assist	Lead
D03	Release 2 Prepared	Milestone	Yes	Yes	Yes	Assist	Lead
D04	Release 3 Prepared	Milestone	Yes	Yes	Yes	Assist	Lead





ID	Deliverable/Milestone Name	Deliverable /	Phase	Phase	Phase	City Role	CRT Role
		Milestone	1	2	3		
D05	Release 4 Prepared	Milestone	Yes	Yes	Yes	Assist	Lead
D06	Release 5 Prepared	Milestone	Yes	Yes	Yes	Assist	Lead
D07	Production System Go Live	Milestone	Yes	Yes	Yes	Assist	Lead

Appendix A, section A.3, includes the detailed definition for each Track 3 – Development deliverable/milestone listed in the table above. The definitions include the description, acceptance criteria, Sunnyvale role, CherryRoad role, and assumptions that apply to the individual deliverable/milestone.

2.1.4 Track 4 – Organizational Change Management Deliverables/Milestones

Track 4 – Organizational Change Management includes three (3) deliverables/milestones listed below. Each deliverable/milestone has an ID that will be referenced by the Statement of Work, project schedule, project deliverables, and project status reports. The table indicates if the item is a deliverable or a milestone. It also indicates if the item is developed in Phase 1 only and applies to all project phases, or if it is reproduced for each project phase. Lastly, the table lists both the City's role and CherryRoad's role in the completion of the deliverable/milestone.

ID	Deliverable/Milestone Name	Deliverable/	Phase	Phase	Phase	City Role	CRT Role
		Milestone	1	2	3		
001	Stakeholder Analysis	Milestone	Yes	Yes	Yes	Lead	Assist
O02	Organizational Change	Deliverable	Yes	No	No	Lead	Assist
	Management Plan						
003	Operations & Maintenance Plan	Deliverable	Yes	Yes	Yes	Lead	Assist

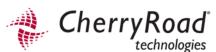
Appendix A, section A.4, includes the detailed definition for each Track 4 – Organizational Change Management deliverable/milestone listed in the table above. The definitions include the description, acceptance criteria, City role, CherryRoad role, and assumptions that apply to the individual deliverable/milestone.

2.1.5 Track 5 – Training Deliverables/Milestones

Track 5 – Training includes four (4) deliverables/milestones listed below. Each deliverable/milestone has an ID that will be referenced by the Statement of Work, project schedule, project deliverables, and project status reports. The table indicates if the item is a deliverable or a milestone. It also indicates if the item is developed in Phase 1 only and applies to all project phases, or if it is reproduced for each project phase. Lastly, the table lists both the City's role and CherryRoad's role in the completion of the deliverable/milestone.

ID	Deliverable/Milestone Name	Deliverable/	Phase	Phase	Phase	City Role	CRT Role
		Milestone	1	2	3		
T01	Foundation Project Team Training	Milestone	Yes	Yes	Yes	Assist	Lead
T02	Training Plan	Deliverable	Yes	Yes	Yes	Assist	Lead





ID	Deliverable/Milestone Name	Deliverable/	Phase	Phase	Phase	City Role	CRT Role
		Milestone	1	2	3		
T03	Deliver Train-the-Trainer Training	Milestone	Yes	Yes	Yes	Assist	Lead
T04	Deliver End User Training	Milestone	Yes	Yes	Yes	Lead	Assist

Appendix A, section A.5, includes the detailed definition for each Track 5 – Training deliverable/milestone listed in the table above. The definitions include the description, acceptance criteria, City role, CherryRoad role, and assumptions that apply to the individual deliverable/milestone.

2.1.6 Deliverable Submission and Approval Process

Drafts shall be provided by CherryRoad, when applicable, of each deliverable prior to formal submittal. The City shall review and provide written approval or comments, as appropriate. In general, comments, issues, or sign-off shall be provided within five (5) workdays after receipt of final draft. If necessary and so instructed to do so, each deliverable will be revised as appropriate and another draft of the final version submitted within three (3) workdays. The City shall respond to resubmitted deliverables within three (3) workdays. CherryRoad and the City holidays are not considered work days for the purposes of deliverable acceptance. If a CherryRoad or City holiday falls within the deliverable review period, the project team will follow a mutually agreeable schedule deviation.

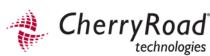
The table below lists the remaining City and CherryRoad Holidays for 2018. The Project Schedule will be updated to include the 2019 holidays when those dates become available. The CherryRoad holiday schedule will for 2019 will be consistent with 2018 schedule.

City of Sunnyvale 2018 Holidays	CherryRoad 2018 Holidays
September 3, 2018	September 3, 2018
November 22, 2018	November 22, 2018
November 23, 2018	November 23, 2018
December 24, 2018	December 24, 2018
December 25, 2018	December 25, 2018
December 31, 2018	

If the City fails to respond to a deliverable as required in the preceding paragraph, notice shall be given of such event to the City's Steering Committee or designee.

A "sign-off" form for the City to indicate its approval, disapproval, or other comment shall accompany each formal/final deliverable submission. If the City and CherryRoad are unable to come to agreement on the acceptance of a deliverable, the Dispute Resolution Process described in the Contract.





2.2 Work Breakdown Structure (WBS) Diagram

The Work Breakdown Structure (WBS) organizes the project deliverables/milestones and serves as the foundation from which the PO3 Baseline Project Schedule will be developed. A WBS numbering convention will be included in the project schedule, which will be developed using Microsoft Projects. Section 3.0 Implementation Timeline includes a summary project schedule with WBS numbering for each project phase.

In addition to the project schedule WBS, a WBS diagram has been created to provide a graphical depiction of the CherryRoad deliverable/milestone based methodology. Within the WBS diagram, the project deliverables and milestones are organized both horizontally and vertically. First, the deliverables/milestones are displayed in a left-to-right horizontal configuration that depicts the progression of deliverables to be completed within each of the four Implementation Stages:

- Stage 1 Planning & Discovery
- Stage 2 Configuration & Prototypes
- Stage 3 Testing & Training
- Stage 4 Implementation & Support

The deliverables/milestones are also aligned vertically by Implementation Tracks, which are organized by the project disciplines within the team. Most deliverables and milestones will require collaboration across project disciplines, so the deliverable/milestone is located in the Implementation Track where the primary responsibility for completing the activity resides.

- Track 1 Project Management
- Track 2 Functional
- Track 3 Development
- Track 4 Organizational Change Management
- Track 5 Training

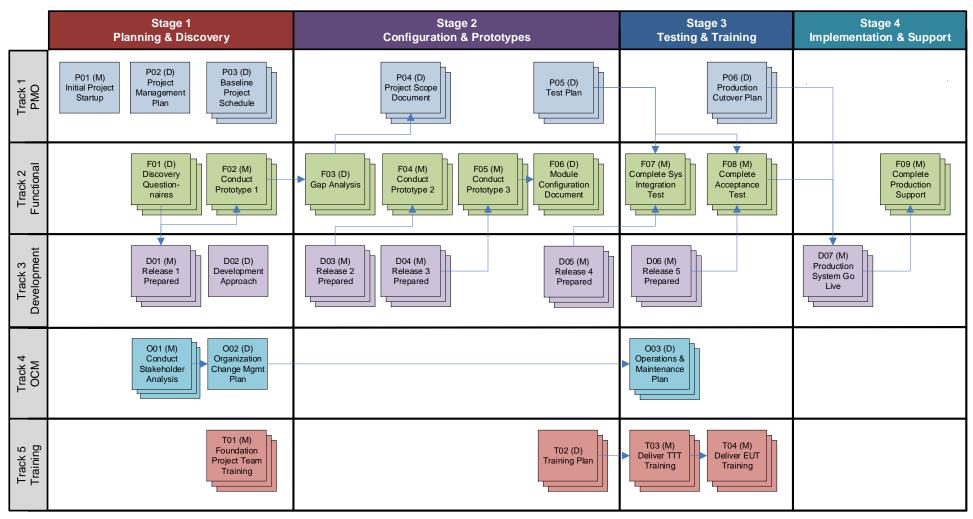
In addition to organizing deliverables and milestones by Implementation Stage and Implementation track, the WBS diagram also illustrates the dependencies between project deliverables/milestones by establishing connectors where an individual deliverable/milestone is connected to its predecessors and successors.

Lastly, where a deliverable or milestone is depicted as a single "box", that is an indication the deliverable/milestone is completed one time during Phase 1, but the content also applies to Phases 2 through 4. Where a deliverable or milestone is depicted as multiple stacked "boxes", that is an indication the deliverable/milestone is reproduced during each project phase with content specific to the project phase.

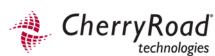




Work Breakdown Structure (WBS) Diagram







3.0 IMPLEMENTATION SCOPE

Implementation Scope defines the product features and development items that will be implemented by the project team during the City's implementation. The following elements of scope are included in the sections that follow:

- Requirements Traceability the purpose and associated deliverables and activities related to requirements traceability are described in Section 3.1.
- Application Configuration the City license agreement includes a list of Oracle Cloud software. The scope of implementation services will be to license and configure the necessary Oracle modules and third party applications identified in Section 3.2 to successfully meet the requirements listed in Appendix C of this SOW.
- Interface Development the City and CherryRoad have established a scope interface development between the Oracle Cloud software and the City's third-party systems.
 Section 3.4 describes the scope of interfaces.
- Conversion Development the City and CherryRoad have established a scope of legacy data to be converted into the Oracle Cloud software. Section 3.5 describes the scope of conversions.

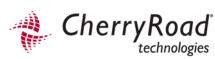
3.1 Requirements Traceability

The primary purpose of Requirements Traceability is to ensure that the CherryRoad responses to the City's requirements identified in Appendix C are validated throughout the implementation lifecycle. In addition, as new requirements are identified, the implementation team will track and document them. This section describes the stages and associated deliverables and milestones within the implementation methodology which the CherryRoad and City team will utilize to validate requirements traceability.

The table below lists each of the implementation stages and deliverables which are utilized as gateways for requirements traceability.

Stage	Deliverable	Activity
Stage 1 Planning & Discovery	P01 Initial Project Startup	Requirements are loaded into a Requirements Traceability Matrix (RTM)
Stage 2 Configuration & Prototypes	F03 Gap Analysis	Development items are identified and documented with corresponding requirements
Prototypes	P04 Project Scope Document	Revised Requirements list is codified and memorialized. RTM is updated.





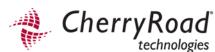
Stage 3 Testing & Training	F07 Complete Acceptance Test	Test scripts executed to confirm requirements. RTM is updated.
Stage 4 Implementation & Support	P08 Complete Production Support	Provides a final reconciliation that all requirements have been designed, developed, and successfully tested. RTM is updated.

3.2 Application Configuration

The table below lists each of the Oracle Cloud applications and the project phases in which they will be implemented to meet the City's requirements as defined by Appendix C.

Software	Phase	Phase	Phase
	1	2	3
Oracle Fusion Financials Cloud Service			
Fusion Financials Cloud Service	Х		
Fusion Automated Invoice Processing Cloud Service	Х		
Fusion WebCenter Forms Recognition Cloud Service	Х		
Fusion Advanced Collections	Х		
Fusion Expense Cloud			Х
Fusion Procurement Cloud Service			
Fusion Purchasing Cloud Services	Х		
Fusion Procurement Contracts Cloud Services	Х		
Fusion Supplier Portal Cloud Services	Х		
Fusion Supplier Qualification Management Cloud Services	Х		
Fusion Self Service Procurement Cloud Services	Х		
Fusion Sourcing Cloud Services	Х		
Supply Chain Management Cloud Service			
Fusion Inventory Management Cloud Service	Х		
Oracle Fusion Project Portfolio Management Cloud Service			
Fusion Project Contract Billing Cloud Service	Х		
Fusion Project Financials Cloud Service	Х		
Fusion Grants Management Cloud Service	Х		
Oracle Fusion Human Capital Management Cloud Service			
Fusion Human Capital Management Base Cloud Service		X	
Oracle Fusion Human Capital Management Cloud Service			
Fusion Payroll Cloud Service for United States		Х	
Fusion Time and Labor Cloud Service		X	
Oracle Fusion Talent Management Cloud Service Options			
Oracle Learning Cloud Services			Х
Fusion Performance Management Cloud Service			Х
Additional Services			
Additional Test Environments for Oracle Fusion Cloud Service	Х	Х	Х
Transparent Data Encryption for Oracle Fusion Security Cloud Service	Х	X	Х
(Oracle Data Visualization Cloud Service)	X	Χ	Х
Third Party			
CORE (3 rd Party Cashiering)	Х		
ADP (W2 and Reporting)		Х	
RFSmart Bar coding			Х





Software	Phase 1	Phase 2	Phase 3
Additional Software and Services (optional and not in scope)			
PBCS (Planning & Budgeting Cloud Service)			
EPRCS (Enterprise Performance Reporting Cloud Service)			

For the Oracle Cloud software listed in the table above, the project team will implement requisite application functionality to meet the City's requirements described in Appendix C of this SOW. CherryRoad will satisfy the requirements in a manner consistent with the response codes and response comments provided to meet the detailed needs discovered and documented in Stage 1 and acceptance criteria as discussed.

Two Oracle products are considered optional and not in scope. Below are product descriptions of each:

- **PBCS (Planning & Budgeting Cloud Service)**: Oracle Planning and Budgeting Cloud Service is a planning, budgeting, and forecasting solution to solve enterprise-wide business planning use cases.
- EPRCS (Enterprise Performance Reporting Cloud Service): Enterprise Performance Reporting Cloud is a secure, collaborative, and process driven service for defining, authoring, reviewing, and publishing financial, management, and regulatory report packages.

3.3 Report/Dashboard Development

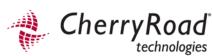
During Stage 2 – Configuration & Prototypes, the project team will review the City's report requirements as listed in the section that follows during the F03 Gap Analysis effort. The project team will then determine the scope of development that will be required to meet those report requirements. The P04 Project Scope document will be updated to include the approved report development items.

Development Responsibilities

CherryRoad will provide training to City staff in how to use the ad hoc reporting tools (OTBI & BI Publisher) that are available. The following training plan will be executed:

- Cherry Road will provide complete training for ad-hoc OTBI reporting to approximately 150 department staff prior to implementation. This will consist of up to eight, 20 person classroom training sessions no more than two hours in duration.
- Cherry Road will provide complete training on custom reporting tool BI Publisher to approximately 12 IT staff post implementation. This will consist of one classroom training session no more than four hours in duration.
- Cherry Road will provide refresher training for ad-hoc OTBI reporting to approximately 150
 department staff prior to implementation. This will consist of up to eight, 20 person
 classroom training sessions no more than two hours in duration or one web-based training
 refresher course one hour in duration.





• Cherry Road will provide refresher training on custom reporting tool BI Publisher to approximately 12 IT staff post implementation. This will consist of one classroom training session no more than two hours in duration.

3.3.1 Finance Report Development

The table below lists the City's current one hundred one (101) system generated reports that support finance business processes. The project team will review these reports to determine the scope of reports that must be developed in Phase 1 ERP and Phase 2 ERP. It is the expectation of the City and CherryRoad that reports which are provided to outside agencies will be developed using Oracle Cloud report development tools. For those reports that are provided to City employees, departments, etc., it is the expectation of the City and CherryRoad that this data will be made available in dashboard and/or query format using the Oracle Cloud delivered tools.

No.	Report	Frequency	Source	External?	Receiver	Sample report name
1	DE9C	Quarterly	Highline eP	Yes	EDD	Quarterly contribution retrun and report of wages
2	941	Quariterly	Highline eP	Yes	FED	Employer's quarterly federal tax retrun
3	<u>W2</u>	Annual	Highline eP	Yes	SSA	Wages and tax statement
4	ICMA	bi-weekly	Highline eP	Yes	ICMA	ICMA contributions
5	NationWide	bi-weekly	Highline eP	Yes	NW	NW contributions
6	CalPERS	bi-weekly	Highline eP	Yes	My/CAIPERS	CalPERS contribution
7	Retro pay report	anytime	Highline eP	Yes	Payroll Office	Retroactive Pay reports
8	Time code report	anytime	Highline eP	No	Payroll Office	List of time code to use
9	Pay calendar report	anyim	Highline eP	No	Payroll Office	Payroll calenders
10	Paycode report	anytime	Highline eP	No	Payroll Office	list of Paycode to use
11	Pay element report	anytime	Highline eP	No	Payroll Office	List of elements (group of paycode)
12	Pay rule report	anytime	Highline eP	No	Payroll Office	List of Pay Rules for each unit/group/division
13	GL report	anytime	Highline eP	No	Payroll Office	List of GL code for each pay code
14	Time card Report	bi-weekly	Highline eP	No	Payroll Office	Time card count per EE with exception and error list
15	Upload time card report	bi-weekly	Highline eP	No	Payroll Office	EE & Pay transaction counts with exception and errors list
16	Pay Audit	bi-weekly	Highline eP	No	Payroll Office	Audit of Pays with exception and error list
17	Pay Calculation	bi-weekly	Highline eP	No	Payroll Office	Calculation of Pay with exception and error list
18	Pull pays	bi-weekly	Highline eP	No	Payroll Office	Open the pays to make final adjustment before closing payroll
19	Cancel pay report	bi-weekly	Highline eP	No	Payroll Office	Cancel pays/batch
20	Recalculate the pays	bi-weekly	Highline eP	No	Payroll Office	Open the pays to correct benefits, tax, direct deposit (HR) errors before closing payroll
21	Closing payroll	bi-weekly	Highline eP	No	Payroll Office	Complete pays with exception and errors list
22	Pay Registers	bi- weekly/Quarterl y/Annual	Highline eP	No	Payroll Office	Pay registers
23	Disburse Pay report	bi-weekly/(pay cycle)	Highline eP	No	Payroll Office	Disbursement report



No.	Report	Frequency	Source	External?	Receiver	Sample report name
24	Check Log	bi-weekly	Highline eP	No	Payroll Office	List of live checks
25	Direct deposit log	bi-weekly	Highline eP	No	Payroll Office	List of direct deposit
26	Disbursement interface	bi-weekly	Highline eP	Yes	Union Bank	direct deposit file to submit to the bank
27	Employee leave accrual	bi- weekly/Quarterl y/Annual	Highline eP	No	Payroll Office	Leave balance reports
28	GL imports	anytime	workbook/interface file	No	Kurtis (system ADM)	Loading mass GL entries into Performance Series
29	Work Flow	Anytime	email	No	Payroll Office	notify payroll of the errors or abnormal entries such as tax, benefits, work rules, unit changes, etc.
30	GL access query	anytime	Acct Event Table	NO	Payroll Office	to reconcile wages payable and receivable.
31	External upload	bi-weekly	Highline eP	No	Payroll Office	import external data such as EE reimbursement, misc pays, etc into eP to pays
32	SV11B - Floating Holiday Report	bi-weekly	Crystal			(Current Policy Year, Hours)(11/19/2015 SR# 26278: added employment status column)(10/28/09 This report has been rewritten to show VALB data for floating holiday per SR2010-1570)
33	SV11C - CTO Report	bi-weekly	Crystal			(Current Policy Year, Hours)(01/15/201 new report for SR# 27381)
34	SV11F - Exception Report - No Time Entry	bi-weekly	Crystal			(Pay Period Number)(Revised 08/18/15 SR# 24627: added columns work_rule, unit)(2/12/2018: SR#39942 Add pay location and Department columns.)
35	SV11F - Exception Report for Over and Under 80 Hours Worked (DPS)(IPPH)	bi-weekly	Crystal			(Pay Period Number) (Revised 08/18/15 SR# 24627: added columns work_rule, unit);6/5/18 MB SR# 42509, Using pc code in the 'TOTAL_REG_HOURS' element instead of hard-coding values
36	SV11F - Exception Report for Over and Under 80 Hours Worked (Non- DPS)(IPPH)	bi-weekly	Crystal			(Pay Period Number) (Revised 08/18/15 SR# 24627: added columns work_rule, unit); 6/5/18 MB SR# 42509, Using pc code in the 'TOTAL_REG_HOURS' element instead of hard-coding values
37	SV11F - Exception Report for Overtime Hours not Equal to 0 (DPS)(IPPH)	bi-weekly	Crystal			SV11F_DPS_OTNOTZERO (Pay Period Number)(Revised 08/18/15 SR# 24627: added columns work_rule, unit)
38	SV11F - Exception Report PSO Holiday Hours Worked (DPS)(IPPH)	bi-weekly	Crystal			SV11F_DPS_HOLIDAYHOURS(Pay Period Number) (Revised 08/18/15 SR# 24627: added columns work_rule, unit)
39	SV11G - Report of Hours for Temporary Employees (IPPH)	bi-weekly	Crystal			(Pay Period Number)(Revised 1/19/2018 SR 39945 add position code, pay line's dept, ieas pay to location; 03/13/07 rewritten to get the correct format by JT, also update PC codes for LV hours.11/27/13 (SR8889): add PC704 to LV hours)



No.	Report	Frequency	Source	External?	Receiver	Sample report name
40	SV11H - TEMPHRSD	bi-weekly	Crystal			(Pay Period Number)(Revised 02/27/07 added pc code 302 to view and report)(Changed name to TEMPHRDSD on 3/14/07 at Yen's request, JT; 11/27/13 SR8889 - add PC704 to LV hours; 4/10/2015 SR# 23212: added work rule column. 9/10/2015: add PC 316 to LV hours per SR25550) Report of Hours for Temporary Employees by Dept; 4/13/18 - SR#39353 - MB, added new field, NAME EMPLID to group by name and employee number at group header #2; 5/2/18 - MB, Updated the SUN_PR_VSV11H view to include records where the position code is Null. Updated the report and replaced the POSITION_CODE field on the Group Footer #2 with a new formula field, POSITION_CD_CHECK.
41	SV11I - More than 40 Hours	bi-weekly	Crystal			(Pay Period Number) (Revised 03/26/07 rewritten to fix problem to pick up total hours > 40 instead of detail hours > 40 and to pick the job code with the highest amount of hours for multiple job codes for an employee. Change requested by Yen and done by JT)(04/04/07 revised to pick up start date instead of end date in IPPH since last pay period 200712 had problem on end date, by JT)(02/21/14 SR15833: revised to exclude EEs under 9-80 work rules)(7/29/16 SR30498: exclude EEs with work rule *980*)(2/12/2018 SR#39948 add Department, Pay to location columns, and break down to the multiple records for different pay to location)
42	SV11I - More than 40 Hours for 9-80 Schedule-start end dates	bi-weekly	Crystal			(Start Date)(End Dater)(6/18/2018 New report per SR 41469:
43	SV801 - Pay Line Report (IPPH)	bi-weekly	Crystal			(Pay Period Number, Pay Component, Person Code, Org Level Code, Unit Code, Dept Code, Pay Category, Cost Center, Job Code) (03/30/2010 added reason for Time per Yen's request (SR2010-3907)
44	SV803 - Unknown Cost Centers at Pay Line	bi-weekly	Crystal			(Pay Period Number, PC) (New JT 01/29/08)
45	SV96 - Work Rule Change Report	bi-weekly	Crystal			(Start Date, End Date)(7/05/2018, New report per SR 37972:
46	SV98 - 28 Day FLSA	bi-weekly	Crystal			(Start Pay-Period, End Pay-Period) MB, New report per SR 35301
47	SV99 - Union Leave	bi-weekly	Crystal			(Pay Period)(New 6/4/18 - MB - for SR35907
48	SV11F_TR - Exception Report for Over and Under 80 Hours Worked (DPS)(IPTR)	bi-weekly	Crystal			(Pay Period Number)(New 04/09/07 JT logic from SV11F (IPPH))
49	SV11F_TR - Exception Report for Over and	bi-weekly	Crystal			(Pay Period Number)(New 04/09/07 JT logic from SV11F (IPPH))



No.	Report	Frequency	Source	External?	Receiver	Sample report name
	Under 80 Hours Worked (Non- DPS)(IPTR)					
50	SV11F_TR - Exception Report for Overtime Hours not Equal to 0 (DPS)(IPTR)	bi-weekly	Crystal			(Pay Period Number)(New 04/09/07 JT logic from SV11F IPPH)
51	SV11F_TR - Exception Report for Overtime Hours not Equal to 0 (Non-DPS)(IPTR)	bi-weekly	Crystal			(Pay Period Number)(New 04/09/07 JT logic from SV11F IPPH)
52	SV11F_TR - Exception Report PSO Holiday Hours Worked (DPS)(IPTR)	bi-weekly	Crystal			(Pay Period Number) (New 04/09/07 JT logic from SV11F (IPPH))
53	SV11G_TR - Report of Hours for Temporary Employees (IPTR)	bi-weekly	Crystal			(Pay Period Number)(New 03/13/07 JT. Revised 11/27/13 (SR8889): add PC704 to LV hours.)
54	SV11H_TR - TEMPHRSD (IPTR)	bi-weekly	Crystal			(Pay Period Number)(New 03/14/07 by Linda, name of report is SV11H_TR - TEMPHRSD (IPTR) per Yen's request; 11/27/13 SR8889 - add PC704 to LV HRS) (Report of Hours for Temporary Employees by Dept (IPTR))
55	SV11I_TR - More Than 40 Hours	bi-weekly	Crystal			(Pay Period Number) (New 03/26/07 Report for IPTR by JT, note that filter is for total hours over 40 and pick the job code with the highest amount of hours for multiple job codes for an employee)(04/04/07 revised to pick up start date instead of end date in IPPH since last pay period 200712 had problem on end date, by JT)
56	SV11K_TR - Employees with Leave without Pay (LWOP)(IPTR)	bi-weekly	Crystal			(Pay Period Number)(New report for IPTR, 04/13/07 JT, same logic as SV11K IPPH)(04/23/07 JT changed due to view problems on leave balance)
57	HR020 - Employee Log Print-Sundries	anytime	Crystal			HR020_PSL (Pay Period)
58	SV036 - Active Employees Wage Rate Comparison	anytime	Crystal			(asofdate, Unit) (11/11/2011 added group code per SR 2088)
59	SV126D - DPS Overtime	anytime	Crystal			(Pay Period Number, PSOA Schedule Year, PSOA Schedule Year Start Date, PSOA Schedule Year End Date)(2/8/2010 Rewritten so that the report does not depend on the pay calendar to be extended in order to show the start and end date of the PSOA schedule year range. They will be entered as parameters on the report. This eliminated the need to change this report each year to define the schedule year in the logic.)
60	SV16F - Calendar YTD Medicare Audit	anytime	Crystal			(Calendar Year)(01/29/08 JT)(11/11/2015 SR #26187: added new columns "add'l FICA" (PC6006) and "add'l FICA earning" (PC 8011))(3/2/2016 SR# 27790: show original hire date)(1/20/17 SR 33585: added column Fica Calc add'l (PC8011 * 0.009); renamed column "add'l FICA earning" to "Fica EE add'l")



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No.	Report	Frequency	Source	External?	Receiver	Sample report name
61	SV16FQ - Calendar YTD Medicare Audit by Quarter	anytime	Crystal			(Calendar Year)(01/29/08 JT) (11/13/2015 SR #26187: added new columns "add'l FICA" (PC6006) and "add'l FICA earning" (PC 8011))(3/2/2016 SR# 27790: show original hire date)1/20/17 SR 33585: added column Fica Calc add'l (PC8011 * 0.009); renamed column "add'l FICA earning" to "Fica EE add'l")
62	SV16J - Gross Wages Summary	anytime	Crystal			(FromPayIssueDate, ToPayIssueDate) (12/07/2011 Change report to group by work in location group (part of location on IDLN) per SR 2337)
63	SV16J_E - Gross Wages Summary by Employee	anytime	Crystal			(From Pay Issue Date, To Pay Issue Date) (Change Column DE6 WAGES to DE9 WAGES and updated PC codes pe SR 2239, default format is in Excel)
64	SV808 - PC Amount by Pay Period	anytime	Crystal			(From Pay Period Number, To Pay Period Number, PC Code , Unit Code, Person code, Org Level Code, Job Code, Dept Code, Pay Category)(3/15/2016 SR# 27989: add column Group) (01/15/2010 allow unlimited PC code passed as parameters and add warning message if total rows exceed 65536 allowed by Excel 2010-2668)
65	SV809 - PC Amount Total by Employee	anytime	Crystal			(From Pay Period Number, To Pay Period Number, PC Code 1, PC Code 2 PC Code 3, Unit Code, Person code, Org Level Code)(06/11/08 JT new)
66	SV814 - Employee Medical/Dental/Vision Plan Enrollment	anytime	Crystal			(asofdate) (New, requested by Lisa 2009-3060, asofdate is the date as of the active status for the prime assignment) report to show medical, dental and vision enrollment for regular employees excluding TEMP and COUNCIL
67	SV815 - Currently Active Employees	anytime	Crystal			(asofdate)(5/12/2011 added report to manager, supervised by and more columns to report per Lisa SR2011- 4363)
68	SV818 - Personnel Actions	anytime	Crystal			(4/29/2011 allow multiple PA statuses for parameter and added all statuses to parameter SR2011-4213)
69	SV900 - LGCR	anytime	Crystal			(Calendar Year, First Date of Calendar Year, Last Date of Calendar Year)(2/8/2017 SR #33582: removed PC1209 and PC2901; replaced PC1702 with PC2923) (09/14/2015 SR#24190: added PC 1316 to / subtracted PC 5028 from Total Regular Pay; PC 1117 1118 to Overtime Pay; PC 1115, 1119, 2043 to Other Pay; removed lines for "Not Enrolled" benefit plans)SR#3814 Added PC 1969 to Other Pay
70	SV900 - LGCR- 2018 Revision	anytime	Crystal			(Calendar Year, First Date of Calendar Year, Last Date of Calendar Year)(2/8/2017 SR #33582: removed PC1209 and PC2901; replaced PC1702 with PC2923) (09/14/2015 SR#24190: added PC 1316 to / subtracted PC 5028 from Total Regular Pay; PC 1117

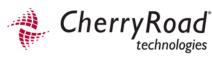


No.	Report	Frequency	Source	External?	Receiver	Sample report name
NO.	Кероге	requency	Jource	External	reserver	1118 to Overtime Pay; PC 1115, 1119, 2043 to Other Pay; removed lines for "Not Enrolled" benefit plans)
71	SV900 - Revised LGCR	anytime	Crystal			(Calendar Year, First Date of Calendar Year, Last Date of Calendar Year) (2/8/2017 SR #33582: removed PC1209 and PC2901; replaced PC1702 with PC2923) (09/14/2015 SR#24190: added PC 1316 to / subtracted PC 5028 from Total Regular Pay; PC 1117, 1118 to Overtime Pay; PC 1115, 1119, 2043 to Other Pay; removed lines for "Not Enrolled" benefit plans) (10/5/2017 SR338144:Added PC 1969 to Other Pay) (3/30/2018: Changes per K-Box tick 40368)
72	SV900-LGCR-2018- Revision	anytime	Crystal			(Calendar Year, First Date of Calendar Year, Last Date of Calendar Year) (2/8/2017 SR #33582: removed PC1209 and PC2901; replaced PC1702 with PC2923) (09/14/2015 SR#24190: added PC 1316 to / subtracted PC 5028 from Total Regular Pay; PC 1117, 1118 to Overtime Pay; PC 1115, 1119, 2043 to Other Pay; removed lines for "Not Enrolled" benefit plans)
73	SV920 - Employee Compensation Report for Calendar Year	anytime	Crystal			(Calendar Year)(1/20/2015: changed for SR21738) (2/27/2014 changed per SR15675)(1/17/2014 changed per SR15429) (2/07/2012 changed per SR3276-R2)
74	SV921 - Employee Compensation for Calendar Year	anytime	Crystal			(Calendar Year) (2/10/2015 SR# 22243: added bonus)(2/28/2014: modified per SR#15780)(1/29/2014: changes to subtract PC1114 from Base Pay and to add PC1114 to Benefits per SR#15657 for year 2013) (1/24/2012 change to subtract additional PCs 1110, 1111 and 1112 from Base Pay per SR 3239 for Calendar Year 2011)
75	SV921C - Final Employee Payoffs for Calendar Year	anytime	Crystal			(Calendar Year)(New 2011-2672)
76	SV078 - COA Work Association Deduction	bi-weekly	Crystal			SV078_COA (Pay Period Number)
77	SV078 - PSOA Work Association Deduction	bi-weekly	Crystal			SV078_PSOA (Pay Period Number)
78	SV078M - MGMT Union Dues	bi-weekly	Crystal			(Pay Period Number)(New JT requested by Nicole)
79	SV078S - SEA Union Dues and Service Fees	bi-weekly	Crystal			(Pay Period Number)(Revised to include pc code 5025 in addition to 5005 for service fees per Yen on 06/07/07 by JT)
80	SV125 - Payroll Hours	bi-weekly	Crystal			(Pay Period Number)(Revised 07/13/2011 SR0293 added PC 311 due to PML setup changes)
81	SV160_P - Miscellaneous Deductions	bi-weekly	Crystal			(Pay Period Number)(4/26/2010 added YTD amount per Michelle's



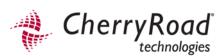
No.	Report	Frequency	Source	External?	Receiver	Sample report name
						request and added PC 5007 group per SR 2010-1845)
82	SV162 - Deferred Compensation	bi-weekly	Crystal			(Pay Period, ReportName)(08/07/07 JT leave terminated employees in report per Linda Larson's request)(2/13/15 SR #21693: pick up closed payroll only; group data by pay categories; add PC5410 to PERS deduction)
83	SV162A - 401A Program Participation	bi-weekly	Crystal			(Pay Period Number) (11/03/09 view SUN_PR_VSV162A is rewritten to pick employees with pc amount for 4403, 5406, 5407, 5408, 5409 and NOT only for employees enrolled in 401A plans, no need to pick up pretax pct from user fields from IEPI. Report now calculates it. SR 2010-0878)(1/21/2015 changed per SR#21693: pick up closed payroll only; group data by pay categories)
84	SV162D- Deferred Compensation Participation	bi-weekly	Crystal			(Pay Period)(Revised 02/15/07 fixed bug JT)
85	SV167 - Gross Wages by Work Area	bi-weekly	Crystal			(Pay Period Number)(03/18/14: combine regular pay and retro pay for each EE per SR15666) (08/28/07 JT Report was re-written to pick up pc code 1 instead of gross pay element and match numbers to pay register per Yen)
86	SV16E - COPE-SEIU	bi-weekly	Crystal			COPESEIU (Pay Period Number)(Revised 02/06/07)
87	SV16E - Union Dues- SEIU	bi-weekly	Crystal			UNION DUES SEIU (Pay Period Number)(Revised 02/06/07)
88	SV16L - Overtime Tracking with Calendar YTD	bi-weekly	Crystal			(Pay Period Number, Org Level Code)(9/30/2015 SR# 25911: added Job Title and Combined OT/COMP HRS)(11/08/2011 Add ESD and LCS to default list in parameter per SR2313)
89	SV16L - Overtime Tracking with Calendar YTD (No Job Titles)	bi-weekly	Crystal			(Pay Period Number, Org Level Code)(9/30/2015 SR# 25911: SV16L report without job titles)(11/20/2015 SR# 26775: removed DEPT column)
90	SV16LF - Overtime Tracking with Fiscal YTD	bi-weekly	Crystal			(Pay Period Number, Org Level Code)(10/7/2015 SR# 25911: added SB/CO/CB OT and Comp time hours and amounts)(11/08/2011 Add ESD and LCS to default list in parameter per SR2313)
91	SV904 - PARS Contribution Report	bi-weekly	Crystal			(Pay Period Number, Pay Category Code)(03/05/2012 changed to pick up mailing address first if any, otherwise pick up primary address SR 3665)
92	SVA68 - COA Compensatory Time Earned Status	bi-weekly	Crystal			(PayPeriodBegin, PayPeriodEnd)
93	SVM41 - Direct Deposit Audit List for Payroll	bi-weekly	Crystal			(Pay Period, Pay Period Start Date, Pay Period End Date)
94	SV11F_TS - Exception Report for PSO Holiday Hours Worked (DPS)(Time Sheet)	bi-weekly	Crystal			(Pay Period Number)(Revised 08/11/15 SR# 24627: added columns work_rule, unit, status)





No.	Report	Frequency	Source	External?	Receiver	Sample report name
95	SV11F_TS - Exception Report for Time Sheet without Line	bi-weekly	Crystal			(Start Date, End Date)(Revised 08/11/15 SR# 24627: added time sheet status)
96	SV11F_TS - Exception Report for Unapproved E-Time Cards	bi-weekly	Crystal			(Pay Period Number)(1/24/2014: changed per SR#15416)(Created 11/07/2013 for SR#12787)(2/12/2018:SR# 39941 Add pay location.)
97	SV12_TS - 9-80 Schedule Split Hours Exception Report	bi-weekly	Crystal			(Pay Period Number)(5/14/2014: new report per SR#17728)(4/20/2015: made changes per SR# 23042 & 23253)(2/5/2016 SR# 27799: include PS 9-80 work rules)(5/19/2016 SR# 29584: included new 9-80 work rules)
98	SV13_TS - Employee Comments on E-Time Cards	bi-weekly	Crystal			(From Pay Period, To Pay Period, Org Level Code)(5/17/2017 SR #35895: sort the report by employee last name)(11/3/2016 SR #32393: support HTML comments)(07/27/2015 new report per SR# 24526)
99	SV14_TS - Total Straight Time Hours (DPS)	bi-weekly	Crystal			(Pay Period Number)(5/17/2017: new report per SR #35582)
100	SV15_TS - DPS Daily Time Card report	bi-weekly	Crystal			(Pay Period Number)(7/25/2017: new report per SR #35527)
101	SV800 - Pay Locations	bi-weekly	Crystal			(Pay Issue Date)(SR2011-2429) update to filter out those that has Web Pay Stub Only checked for prime assignment in IEAS); SR42197 5/16/18 - MB, Updated query to get employees with 0 disbursement amount





3.3.2 HCM Report Development

The table below lists the City's current forty-eight (48) system generated reports that support HR/Payroll business processes. The project team will review these reports to determine the scope of reports that must be developed in Phase 3 HCM and Phase 4 HCM. It is the expectation of the City and CherryRoad that reports which are provided to outside agencies will be developed using Oracle Cloud report development tools. For those reports that are provided to City employees, City departments, etc., it is the expectation of the City and CherryRoad that this data will be made available in dashboard and/or query format using the Oracle Cloud delivered tools.

No.	Report	Frequency	Source	External?	Receiver?	Sample report name
1	EEO-4	Bi-annual	Highline eP	Yes	Fed	2017 Report - Full Report (Summary Function-Groups under 100).pdf
2	VETS 4212	Annual	Highline eP	Yes	Fed	System not set-up correctly, we currently do this manually
3	DE-4	Per Pay period	Highline eP	Yes	State	NER201827.txt
4	Vision Enrollments	Monthly	Highline eP	Yes	Vendor (PBIA)	VSP 2018-07-10.txt
5	Dental Enrollments	Monthly	Highline eP	Yes	Vendor (PBIA)	Dental-PPO 2018-07-10.txt
6	Life/LTD Enrollments	Monthly	Discoverer/Excel	Yes	Vendor (Voya)	NEW_LTD-LIFE July.xlsm
7	Union Dues	Pay Period	Crystal	Yes	Unions	SV16Ex - Union Dues-SEIU.xls SV078M - MGMT Union Dues.pdf SV078 - COA Work Association Deduction.pdf SV078 - PSOA Work Association Deduction.pdf
8	Bilingual Listing	Quarterly	Crystal	No		SV089 - Bi-Lingual Pay Employees Having Bi-Lingual Indicator For All Associations.xls
9	Temp Hours (by dept)	Pay Period	Crystal	No		SV168_D1 - Active Temp Employees YTD and Fiscal YTD Hours - LCS.pdf
10	Temp Hours (total)	Pay Period	Crystal	No		SV168_C - Active Temp Employees YTD and Fiscal YTD Hours (Excel Copy).xls
11	Drivers License	Pay Period	Crystal	No		SV07DA - Drivers License Number Report - New Hires.pdf SV07DB - Driver License Number Report - Separated Employees.pdf
12	Employee Activity YTD and FY Total	Annual	Crystal	No		Copy of SV086_01 - Employee Activity - New Hires.pdf Copy of SV086_02 - Employee Activity - Retirees.pdf Copy of SV086_03 - Employee Activity - Non-Retired Terminations.pdf Copy of SV086_04 - Employee Activity - Promotions.pdf Copy of SV086_05 - Employee Activity - Demotions.pdf Copy of SV086_07 - Employee Activity - Reclassifications.pdf Copy of SV086_06 - Employee Activity - LTD.pdf
13	LWOP	Pay Period	Crystal	No		SV11K - Employees with Leave without Pay (LWOP)(IPPH).pdf
14	Qualified Leaves	Pay Period	Crystal	No		SV037 - IAAL Qualified Leave Report.xls
15	Exception Reports	Pay Period	Crystal	No		SV11M - Paid Medical Leave Exceptions.pdf SV11Y - SEIU - SDI Audit Report.pdf





No.	Report	Frequency	Source	External?	Receiver?	Sample report name
						SV030 - Audit of CALPERS Exceptions.pdf
16	All active employees	A lot	Crystal	No		SV815 - Currently Active Employees.xls
17	Pay	A lot	Crystal	No		SV808 - PC Amount by Pay Period.xls
18	Pay Lines	A lot	Crystal	No		SV801 - Pay Line Report (IPPH).xls
19	Wage Updates	Quarterly	Crystal	No		SV036 - Active Employees Wage Rate Comparison.xls
20	Admin PAF	Ad Hoc	Crystal	No		SV062 - Administrative PAF.pdf
21	Coverage Expir	Monthly	Crystal	No		SV251 - Health Coverage Expiration.xls
22	ACA uploads	Pay Period	Crystal	No		SV013B - Worxtime Employee Report.xls SV013A - Worxtime Hours Report.xls
23	I-9 Expir	Ad Hoc	Crystal	No		SV07F - Right-To-Work-Tracking.pdf
24	AB 119 Report	Monthly	BI Publisher	Yes	Unions	SEA_Local_21_Roster.xlsx PSOA_Roster.xlsx
25	Car Allowance	Quarterly	BI Publisher	No		Output1.pdf
26	Balancing Hours	Weekly	BI Publisher	No		Report.pdf
27	Casual Rehires	Weekly	BI Publisher	No		Casual_Rehires.pdf
28	LCS Roster	Quarterly	BI Publisher	No		LCS Report.xlsx
29	EOC Roster	Monthly	BI Publisher	No		Roster_and_Separations.xlsx
30	Term Limited Aging	Monthly	BI Publisher	No		Output2.pdf
31	CalPERS Enrollment Audit	Pay Period	Discoverer/Excel	No		Audit_CalPERS.xls
32	Comparison of temp and regular pay rates	Ad hoc	Discoverer/Excel	No		Casual EE - Equivalent Classification - Revised.xls
33	Current employees	Ad hoc	Discoverer/Excel	No		Current Employee Assignment Info.xls
34	Benefit Premium Rates	Ad hoc	Discoverer/Excel	No		IBPN - audit after UBRATEUPD.xls
35	Salary Ranges	Ad hoc	Discoverer/Excel	No		ISSR.xls
36	Salary Tables	Ad hoc	Discoverer/Excel	No		ISWS - audit.xls
37	User Defined Fields	Ad hoc	Discoverer/Excel	No		User Defined Fields (UDF).xls
38	Benefits Enrollment - FSA end dates	Annual	Discoverer/Excel	No		Benefits enrollment - FSA end dates.xls
39	DPS_In-lieu check		Discoverer/Excel	No		DPS_In-lieu check.xls
40	LTD billings (vs 8/17/16)	Monthly	Discoverer/Excel	No		LTD billings.xls
41	Merit and Eval Tracking w-hire and step	Monthly	Discoverer/Excel	No		Merit and Eval Tracking w-hire and step.xls
42	DPS change over-1 with supervisor	Annual	Discoverer/Excel	No		DPS change over-1 with supervisor.xls
43	DPS change over-2	Annual	Discoverer/Excel	No		DPS change over-2.xls
44	DPS change over-3	Annual	Discoverer/Excel	No		DPS change over-3.xls
45	PC Totals by EE	As needed	Crystal	No		SV809 - PC Amount Total by
4.5	65111.0			ļ.,		Employee.xls
46	SEIU Quarterly Roster	Quarterly	Crystal	Yes	Unions	SV820 - SEIU Quarterly Roster.xls
47	RENT	Pay Period	Highline eP	No		111987_RENT.pdf
48	RETP	Pay Period	Highline eP	No		111989_RETP.pdf





3.4 Interface Development

During Stage 2 – Configuration & Prototypes, the project team will review the City's current integration points as listed in the table below Points during the F03 Gap Analysis effort. The project team will then determine the scope of development that will be required to meet those interface requirements. The P04 Project Scope document will be updated to include the approved interface development items.

Development Responsibilities

The City will be responsible for creating spreadsheet data or extract files of data from external systems to be interfaced to Oracle and will process data extracts created by CherryRoad for outbound interface data. In addition, the City will be responsible for all interface verification and reconciliation activities that will be required for the new ERP system.

The City's key responsibilities for Interfaces will include:

- Assist CherryRoad staff in understanding current legacy system and interface requirements.
- Supporting the CherryRoad Interface Design efforts.
- Reviewing automated File Loader and Spreadsheet Loader processes and template prepared by CherryRoad.
- Extracting required interface data from legacy systems and populating the interface spreadsheets and/or creating a file in the format desired by the File Loader processes.
- Processing a data extract created by CherryRoad and handling all outbound interface requirements to legacy applications.
- Assisting CherryRoad in testing all interfaces.
- Completing all data cleansing needed for interfaces.
- Conducting interface reconciliation and verification.

3.4.1 Finance Interface Development

The table below lists the City's current Cogsdale Performance Series finance system interfaces. The project team will review these interfaces to determine the scope of interfaces that must be developed in Phase 1 ERP and Phase 2 ERP, including any temporary interfaces that are needed as a result of the multi-phase implementation approach.

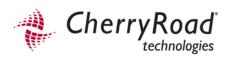
Interface	Name of	Interface Description	Import to/	Transfer Process	Interface	Timing	Include	Comments
#	Application		Export from		File Format		System	
			Finance				in ERP	
			System				(Y/N)	
	Performance Series	N _i	/A - Finance System is	the point of reference for Impo	ort/Export		Y	AP, GL, Purchasing, Requisition





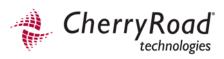
Interface #	Name of Application	Interface Description	Import to/ Export from Finance System	Transfer Process	Interface File Format	Timing	Include System in ERP (Y/N)	Comments
1a	RMS	False Alarm Billing	Import via Accpac	Manual entry of False Alarm Data from Crystal Report into AR (Accpac)	Manual into AccPac	As time allows - adhoc	N	
1b	RMS	Security Alarm System Permits	Import via JE Import Program	Manual entry by Finance from RMS via the JE Import Program	excel	As time allows - adhoc	N	Note - Public safety does the billing for annual permits
2a	Department of Public Safety (DPS)	Admin Citations	Import via Accpac	Manual entry by Finance from SunGIS via AR (Accpac)	Manual into AccPac	Monthly	N	
2b	SunGIS On- line Billing	Development Permits	Import via JE Import Program	Manual entry by Finance from SunGIS via the JE Import Program	excel	Monthly	N	
3a	Digital Health Department (DHD)	Yearly Fire Prevention & Hazmat Permit Renewal	Import via Accpac	IT supported AR utility to pull from DHD then manual import to AR (Accpac)	CSV into AccPac	Every accounting period (28 days)	N	
3b	Digital Health Department (DHD)	Pro-rated Fire Prevention and Hazmat Permits	Import via Accpac	Manual entry by Finance from DHD into AR (Accpac)	Manual into AccPac	Monthly	N	
4a	Firehouse	Yearly Fire Prevention & Hazmat Permit Renewal and annual inspections	Import via Accpac	IT supported AR utility to pull from Firehouse then manual import to AR (Accpac)	CSV into AccPac	Every accounting period (28 days)	N	Manual interface that runs each accounting period for each transaction type Note - The City is migrating to a new DHD System in the near future. When this happens, some permit/inspections billing will come from DHD, some will remain in Firehouse.
4b	Firehouse	Pro-rated Fire Prevention and Hazmat Permits	Import to Finance System via Accpac	Manual entry from Firehouse into AR (Accpac)	Manual into AccPac	Every accounting period (28 days)	N	
5	N/A	Collection Reversal & Invoice Adjustments	Import via Accpac	IT Supported Crystal report to export collection, then support AR utility to pull reverse collection	N/A	N/A	Y	Functionality should be part of new ERP system





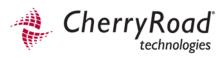
Interface #	Name of Application	Interface Description	Import to/ Export from Finance System	Transfer Process	Interface File Format	Timing	Include System in ERP (Y/N)	Comments
6	Accpac	AR System that processes various payments, invoice and credit adjustments from other systems into AR Module	Manual Import	Reports printed out of Accpac creates a summary Cash Receipt Journal Voucher and summary Invoice Journal Voucher (excel spreadsheet) which are reviewed by AR user and manually entered into Finance GL	Manual entry into Finance GL	Every accounting period (28 days)	Υ	Functionality should be part of new ERP system ERP system functionality should include importing AR invoices speadsheet into AR, AP invoice into AP and JV into GL.
7	Multiple	Manual Payment Transfers and Invoices from multiple sources	Import via JE Import Program	In general, this is a manual process where the Departments fill out the Cash Receipts Voucher or Invoice Journal Spreadsheets for their system and email to Finance. Finance then uploads to Finance System via the JE Import Program.	excel	Varies	N	See JE Import Details for a comprehensive listing of all sources
8	JE Import Program	Payments, invoices and invoice and credit adjustments from multiple sources	Import	Finance manually runs the JE Import Program. This is a VB App that takes data from the preformatted Excel Spreadsheets and posts to FIN GL (about 15 JE Spreadsheet Templates)	excel	Multiple	Y	This is all types of Journals - See JE Import Details
9	PrintShop	Internal Service Charges	Import	IT supported interface to load internal service charges to FIN GL	Web System	Every accounting period (28 days)	Y	ERP solution may replace PrintShop functionality.
10	FleetFocus	Central Stores information regarding inventory issued to departments	Import	IT supported script to load Store Direct Issue Data from Asset Management System to FIN GL	FIN System Import Format	Every accounting period (28 days)	Y	Note - Fleet management part of system will be standalone. ERP solution may replace Stores management.
11	EZPaySuite	Payment/Checks export to Acom	Export	IT supported interface to extract from FIN AP (CTRL 3651) to Acom EZPaySuite	.txt	Wed, Fri	Y	ERP solution may replace EZpay functionality.
12	Bank Reconciliation	Bank Statement Reconciliation	Import	IT supported interface to import Bank Statement to FIN GL	Bank Statement Format	Daily	Y	Bank Reconciliation VB Application that reformats information from Bank to make it importable to FIN GL Functionality should be part of new ERP system





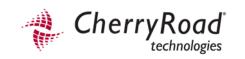
Interface #	Name of Application	Interface Description	Import to/ Export from Finance System	Transfer Process	Interface File Format	Timing	Include System in ERP (Y/N)	Comments
13a	ePersonality	Payroll upload to Finance GL	Import	IT supported script that extracts from P/R, maps P/R pay code to GL charge code and uploads to Finance GL	Unix (Current)	Bi-weekly	Υ	Functionality should be part of new ERP system Assuming HR/PR phased in after Finance system, ITD can transition to different format if needed to support current HR/PR to new Finance system interface.
13b	ePersonality	Finance to Payroll Cost Update	Other	IT supported script that updates charge codes in Payroll system	Other	Nightly 9pm	Υ	Functionality should be part of new ERP system If HR/PR system phased in, the Interface program needs to be replaced/rewritten
14	TBD	Land Management System	TBD	TBD	TBD	TBD	N	
15	eBuilder	Construction Management System	TBD	Manual - Purchasing and contract management , with payment going back to ERP	TBD	TBD	N	
16	NaviLIne	Utility Billing JV Posting - Check payments	Manual Import	Manual entry by Finance directly into FIN GL	Manual	Daily	N	
17	Budget System	Operating Budget Daily Load	Export	IT supported interface to load Operating Budget - Daily Load (GL Acct, OCA, PCA, funds, programs, activities) from FIN GL to Budget	Visual Basic Program	Daily	TBD	Interface File Format may change based on Performance Management RFI responses
17a	Budget System	Project/Operating Budget Actual Load	Export	IT supported interface to load Project and Operating Budget - Actual Load from FIN GL to Budget	Visual Basic Program	1-2 times/yr	TBD	Interface run before new budget plan open or after yearly accounting close Interface File Format may change based on Performance Management RFI responses
17b	Budget System	Project/Operating Budget JE	Import via JE Import Program	Load Budget JV from Budget into FIN Budget GL	excel	Unknown	TBD	Pending results of responses to Performance Management RFI
18	EAMS	GL coding and asset inventory	Manual	Manual				
19	Prevailing Wage System	Prevailing wage data	Manual	Manual				
20	Telestaff	Schedules, time keeping	New					





Interface #	Name of Application	Interface Description	Import to/ Export from Finance System	Transfer Process	Interface File Format	Timing	Include System in ERP (Y/N)	Comments
21	ITSM/PPM	ITD ITSM/PPM System – Time Keeping	New					
22	Superion	User Billing System (Revenue Posting)	Import from Finance	Cash receipt upload	Excel			
23	HDL	Business License	Import to Finance	Business license revenue	Excel			



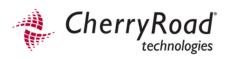


3.4.2 HCM Interface Development

The table below lists the City's current Highline ePersonality HR/Payroll system interfaces. The project team will review these interfaces to determine the scope of interfaces that must be developed in Phase 3 HCM and Phase 4 HCM, including any temporary interfaces that are needed as a result of the multi-phase implementation approach.

Interface #	Name of Application	Interface Description	Import to/ Export from Payroll System N/A - Payroll/HR Sy	Transfer Process stem is the point of reference for Import/Ex	Interface File Format	Timing	Include in System	Comments
1a	Performance Series	Finance to Payroll Cost Update	Other	IT supported script that updates charge codes in Payroll system	Other	Nightly 9pm	Y	Send charge code FIN system to eP. Functionality should be part of new ERP system
16	Performance Series	Payroll upload to Finance GL	Export	IT supported script that extracts from P/R, maps P/R pay code to GL charge code and uploads to Finance GL Information uploaded to GL includes EE name, EE # pay by pay type (regular, OT, benefit additive, etc) and charge code	Unix (Current)	Bi-weekly	Y	Send EE name, EE # and pay code which translates to an object level 3 & 4, charge code and hours and dollars from eP to FIN system. Functionality should be part of new ERP system Assuming HR/PR is phased in after Finance system, an interface will be needed to support information flow from current HR/PR to new Finance system in the interim.
2	CalPERS	Payroll information sent to CalPERS	Export	(1) This is a function (CalPERSxml) in eP	.xml	Every PP	N	Includes pay information for pension and 457 deferred comp plan (SIP)
3a	Benefits Administration	Deferred Compensation Payments	Export	(1) Current function in eP to send information to Deferred Comp Vendors	.txt	Every PP	N	ICMA - 3 files - one for each plan Nationwide Deferred Comp
3b	Benefits Administration	PBIA Enrollment Information	Export	Current function in eP to send information to PBIA	.txt	Monthly	N	Monthly unless there are a significant amount of changes at which point it might be sent a second time in the month
4a	Federal Government - IRS Website	IRS Quarterly Reports	Manual Export	eP function creates the report in PDF format that contains all the information for filling out the IRS form. Information is manually entered into the IRS form on-line.	Manual	Quarterly	N	Would like this interface automated
4b	Federal Government - SSA Website	W-2s	Manual Export	(1) eP function creates the W2 in required format and xml file to generate paper W2 and then use the upload format per SSA req.	.xml	Annually	N	Every January http://www.ssa.gov/employer/ Would like this interface automated





Interface #	Name of Application	Interface Description	Import to/ Export from Payroll System	Transfer Process	Interface File Format	Timing	Include in System	Comments
4c	Federal Government EEOC Website	EEO4	Manual Export	eP function creates the report in PDF format. The information is then manually entered into the website	Manual	Odd Years	N	Need the system to produce a report with results as required by the agency http://www.eeoc.gov/employers/eeo4survey/in dex.cfm
4d	Federal Government - DOL Website	VETS 4212	Manual Export	eP function creates the report in PDF format. The information is then manually entered into the website	Manual	Annually	N	Need the system to produce a report with results as required by the agency http://www.dol.gov/vets/vets-100.html
4e	American Fidelity (Third Party Administrator - TPA)	ACA Reporting	Manual Export	IT supported reports are generated and uploaded to TPA website	Manual	Every PP	Y	Need system to provide a report to file and issue as required by the IRS
5a	State Government - EDD Website	New Hires	Manual Export	(1) Use UENH in eP to create the report interface that is saved into pdf & notepad. This report is then zipped to be in the format needed by the state. Then go to the state website and manually upload the report.		Every PP	N	https://eddservices.edd.ca.gov/
5b	State Government - Employment Development Department (EDD) Website	Quarterly reporting PIT, SDI, SUI	Manual Export	(1) Part of the tax interface upload file to EDD website. It is the same function in eP as W2.	.txt	Quarterly	N	3 separate sections with separate tax ID for each tax type. Also need the pdf version to meet EDD requirements for file retention
6	Bank - Union Bank Website	Disbursements - Direct Deposit	Manual Export	(1) Function in eP creates the file for direct deposit (includes bank info, acct # and \$) which is then uploaded through website	.txt	Every PP	N	
7	Budget (TBD)	TBD	TBD	TBD	TBD	TBD	Possible	
8	NeoGov	Onboarding	New	Bring in new hire information	TBD	Every new hire	N	Interface from NeoGov to Personnel in ORA





3.5 Conversion Development

During Stage 2 – Configuration & Prototypes, the project team will review the City's conversion requirements as listed in Appendix C of this SOW during the F03 Gap Analysis effort. The conversion effort will include one (1) year of historical data for both HCM and FMS. The project team will then determine the scope of development that will be required to meet those conversion requirements. The P04 Project Scope document will be updated to include the approved conversion development items.

It is anticipated that the data conversion effort will be consistent with or similar to the scope of conversion. The volume of historical data to be converted as well as the method for legacy data cleansing will be established by the D02 Development Approach deliverable. Data conversion will include all transactional as well as agreed upon historical data by appropriate phase.

Development Responsibilities

The City will be responsible for creating spreadsheet data or extract files of data from external systems to be converted or interfaced to Oracle and for any manual conversion efforts including data cleansing and conversion reconciliation that will be required for the new ERP system.

The City's responsibilities for conversion will include:

- Assist CherryRoad staff in understanding current legacy system and data conversion requirements.
- Supporting the CherryRoad Conversion Design efforts.
- Reviewing automated File Loader and Spreadsheet loader processes and templates prepared by CherryRoad to support conversions.
- Extracting required conversion data from legacy systems and populating the conversion spreadsheets and/or creating a file in the format desired by the File Loader processes.
- Assisting CherryRoad in testing all automated conversions.
- Completing all data cleansing and manual conversion





4.0 IMPLEMENTATION TIMELINE

The implementation timeline included in this Statement of Work is consistent with the durations proposed by CherryRoad in its proposal response. The reordering of project phases and the timing of the project phases is based upon a September 2018 project start. Additionally, CherryRoad has accounted for Oracle delivering updates within the implementation timeline. CherryRoad will work with the City during the Project Management deliverables to document the procedures and processes for these quarterly updates. Generally speaking, to mitigate project risk we do not implement additional Oracle functionality after Prototype 3.

As stated previously, for each project phase the CherryRoad approach organizes implementation deliverables and milestones into sequential implementation stages. The diagram below provides a high-level project schedule for each of the four project phases.

		2	018							20	19						
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
COA Review																	
Phase 1 - FMS		Sta	ge 1			Stage 2				Sta	ge 3		7	Stage	4		
														ì			
Phase 2 - HCM				Sta	ge 1		Sta	ge 2			Stage 3		7	Sta	ge 4		
Phase 3 - Extended HCM											Stage 1	Sta	ge 2	Sta	ge 3	★ Sta	ige 4

The table below lists project start and the production go live month for each project phase.

Implementation Stage	Start	End	Go Live
Chart of Accounts Review	September 2018	September 2018	N/A
Phase 1 - FMS	October 2018	November 2019	October 2019
Phase 2 - HCM	December 2018	December 2019	October 2019
Phase 3 – Extended HCM	July 2019	January 2020	December 2019

4.1 Phase 1 – FMS Implementation Timeline

4.1.1 Phase 1 – FMS Deliverable/Milestone Gantt Chart

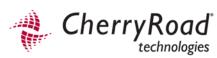




The following Gantt chart depicts the implementation timeline and deliverable/milestone schedule for Phase 1 - FMS.

							2018													201	19										
				(Oct	_	Nov		Dec		Jan	Т	Feb		Mar		Apr	Ma	v	Jun	_	Ju	ıl	Au	ıg	S	ер	0	ct	Nov	v
ID	Deliverable Name	Start	End	Stag		Plann overy	ing &				Stage		Config		on &					ge 3 - '	Testi	ing &	Traini		ŭ			npleme	ent &	Suppo	ort
P01	Initial Project Startup	10/1/18	10/5/18																Ш		Ш			Ш				Ш		Ш	
F01.1	Initial Discovery Questionnaires	10/1/18	10/12/18																Ш		Ш			Ш				Ш		Ш	ш
P02	Project Management Plan	10/8/18	10/19/18																Ш									Ш	Ш	Ш	
D01.1	Release 1 Prepared	10/15/18	10/26/18	Ш															Ш									Ш		Ш	
T01.1	Complete Foundation Project Team Training	10/15/18	10/26/18					Ш													Ш									Ш	
001.1	Conduct Stakeholder Analysis	10/22/18	11/16/18																											Ш	Ш
F02.1	Conduct Protoype 1	10/29/18	11/16/18																											Ш	Ш
D02.1	Development Plan	11/5/18	11/16/18																												
P03.1	Baseline Project Schedule	11/19/18	11/30/18																												
002	Organizational Change Management Plan	11/19/18	11/30/18																												
F03.1	Gap Analysis	11/19/18	12/14/18																												
D03.1	Release 2 Prepared	11/19/18	1/11/19																											Ш	П
P04.1	Project Scope Document	12/31/18	2/1/19																											Ш	П
F04.1	Conduct Prototype 2	1/14/19	2/1/19																		П									Ш	П
D04.1	Release 3 Prepared	1/14/19	3/15/19																		П									Ш	П
F05.1	Conduct Prototype 3	3/18/19	4/5/19																П		П									Ш	П
D05.1	Release 4 Prepared	3/18/19	5/3/19																											$\Box\Box$	П
P05.1	Test Plan	4/8/19	4/26/19																											П	П
F06.1	Module Configuration Document	4/8/19	4/26/19																		П								П	П	П
T02.1	Training Plan	4/8/19	4/26/19																		П								П	П	П
003.1	Operations & Maintenance Plan	4/15/19	5/24/19																П		П								П	П	П
F07.1	Complete System Integration Test	5/6/19	7/5/19																П		П								П	П	П
D06.1	Release 5 Prepared	5/6/19	7/5/19										Ш						П		П								П	П	П
T03.1	Deliver Train-the-Trainer Training	7/8/19	8/2/19	\Box		П	П	П			П				П	П			П		П			Ш	П	П		Ш	П	П	П
F08.1	Complete Acceptance Test	7/8/19	8/16/19	\Box		П	П	П		Ш	П				П	П			П	Ш	П				П	П		Ш	П	П	П
P06.1	Production Cutover Plan	8/5/19	8/30/19	\Box		П	П	П			П				П	П			П	Ш	П	П	Ш			П		Ш	П	П	П
T04.1	Deliver End User Training	8/19/19	9/13/19																П										П		П
D07.1	Production System Go Live	9/2/19	10/4/19																									П			
F09.1	Complete Production Support	10/7/19	11/29/19	\sqcap		\Box					П		ПП	T	T		TTT		П		П				П	П					





4.1.2 Phase 1 – FMS Project Schedule Work Breakdown Structure (WBS)

The schedule below was developed in Microsoft Projects and will serve as the basis for the P03.1 Baseline Project Schedule for Phase 1.

WBS	Task Name	Duration	Start	Finish
1	Phase 1 - FMS	305 days	Mon 10/1/18	Fri 11/29/19
1.1	Track 1 - Project Management	240 days	Mon 10/1/18	Fri 8/30/19
1.1.1	P01.1 Initial Project Startup	5 days	Mon 10/1/18	Fri 10/5/18
1.1.2	P02.1 Project Management Plan	10 days	Mon 10/8/18	Fri 10/19/18
1.1.3	P03.1 Baseline Project Schedule	10 days	Mon 11/19/18	Fri 11/30/18
1.1.4	P04.1 Project Scope Document	25 days	Mon 12/31/18	Fri 2/1/19
1.1.5	P05.1 Test Plan	15 days	Mon 4/8/19	Fri 4/26/19
1.1.6	P06.1 Production Cutover Plan	20 days	Mon 8/5/19	Fri 8/30/19
1.2	Track 2 - Functional	305 days	Mon 10/1/18	Fri 11/29/19
1.2.1	F01.1 Discovery Questionnaires	10 days	Mon 10/1/18	Fri 10/12/18
1.2.2	F02.1 Conduct Prototype 1	15 days	Mon 10/29/18	Fri 11/16/18
1.2.3	F03.1 Gap Analysis	20 days	Mon 11/19/18	Fri 12/14/18
1.2.4	F04.1 Conduct Prototype 2	15 days	Mon 1/14/19	Fri 2/1/19
1.2.5	F05.1 Conduct Prototype 3	15 days	Mon 3/18/19	Fri 4/5/19
1.2.6	F06.1 Module Configuration Document	15 days	Mon 4/8/19	Fri 4/26/19
1.2.7	F07.1 Complete System Integration Test	45 days	Mon 5/6/19	Fri 7/5/19
1.2.8	F08.1 Complete Acceptance Test	30 days	Mon 7/8/19	Fri 8/16/19
1.2.9	F09.1 Complete Production Support	40 days	Mon 10/7/19	Fri 11/29/19
1.3	Track 3 - Development	255 days	Mon 10/15/18	Fri 10/4/19
1.3.1	D01.1 Release 1 Prepared	10 days	Mon 10/15/18	Fri 10/26/18
1.3.2	D02.1 Development Approach	10 days	Mon 11/5/18	Fri 11/16/18
1.3.3	D03.1 Release 2 Prepared	40 days	Mon 11/19/18	Fri 1/11/19
1.3.4	D04.1 Release 3 Prepared	45 days	Mon 1/14/19	Fri 3/15/19
1.3.5	D05.1 Release 4 Prepared	35 days	Mon 3/18/19	Fri 5/3/19
1.3.6	D06.1 Release 5 Prepared	45 days	Mon 5/6/19	Fri 7/5/19
1.3.7	D07.1 Production System Go-Live	25 days	Mon 9/2/19	Fri 10/4/19
1.4	Track 4 - Organizational Change Management	155 days	Mon 10/22/18	Fri 5/24/19
1.4.1	O01.1 Conduct Stakeholder Analysis	20 days	Mon 10/22/18	Fri 11/16/18
1.4.2	O02.1 Organizational Change Mgmt Plan	10 days	Mon 11/19/18	Fri 11/30/18
1.4.3	O03.1 Operations & Maintenance Plan	30 days	Mon 4/15/19	Fri 5/24/19
1.5	Track 5 - Training	240 days	Mon 10/15/18	Fri 9/13/19
1.5.1	T01.1 Foundation Project Team Training	10 days	Mon 10/15/18	Fri 10/26/18
1.5.2	T02.1 Training Plan	15 days	Mon 4/8/19	Fri 4/26/19
1.5.3	T03.1 Deliver Train-the-Trainer Training	20 days	Mon 7/8/19	Fri 8/2/19
1.5.4	T04.1 Deliver End User Training	20 days	Mon 8/19/19	Fri 9/13/19





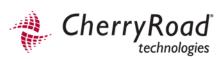
4.2 Phase 2 – HCM Implementation Timeline

4.2.1 Phase 2 – HCM Deliverable/Milestone Gantt Chart

The following Gantt chart depicts the implementation timeline and deliverable/milestone schedule for Phase 2 - HCM.

				2018							2019					
				Dec	Jan	Feb	Mar	April	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
ID	Deliverable Name	Start	End	Stage 1 - Pl	_	5		onfiguration otypes	&	Sta	ge 3 - Testing	g &	Stag	e 4 - Impeli	ment & Sup	pport
F01.2	Initial Discovery Questionnaires	12/3/18	12/14/18	Discov	ery		PIU	.otypes			ITallillig		1111		$\overline{}$	
001.2	Conduct Stakeholder Analysis	12/10/18	1/4/19		++++	+++	 	++++	++++		-					
D01.2	Release 1 Prepared	12/17/18	12/28/18			\pm	+++				-					
T01.2	Complete Foundation Project Team Training	12/17/18	12/28/18		-	+++	\vdash	++++		+++						
F02.2	Conduct Protoype 1	12/31/18	1/18/19			± 11	HH		TTTTT							
P03.2	Baseline Project Schedule	1/21/19	2/1/19			111										
F03.2	Gap Analysis	1/21/19	2/15/19													
D03.2	Release 2 Prepared	1/21/19	3/8/19													
P04.2	Project Scope Document	2/18/19	3/15/19													
F04.2	Conduct Prototype 2	3/11/19	3/22/19												Ш	
D04.2	Release 3 Prepared	3/18/19	4/26/19			\Box									Ш	
F05.2	Conduct Prototype 3	4/29/18	5/10/19													
P05.2	Test Plan	5/6/19	5/31/19													
T02.2	Training Plan	5/6/19	5/31/19													
F06.2	Module Configuration Document	5/13/19	6/7/19													
D05.2	Release 4 Prepared	5/20/19	6/14/19													<u>i </u>
003.2	Operations & Maintenance Plan	6/3/19	6/28/19				ШЬ									
F07.2	Complete System Integration Test	6/17/19	7/19/19													
D06.2	Release 5 Prepared	6/17/19	7/19/19													<u>i </u>
T03.2	Deliver Train-the-Trainer Training	7/1/19	8/2/19			$\perp \! \! \perp \! \! \! \perp$	ШЬ									
F08.2	Complete Acceptance Test	7/22/19	8/16/19			$\perp \downarrow \downarrow \downarrow$	$\sqcup \sqcup \sqcup$		$\bot \bot \bot \bot \bot$							
P06.2	Production Cutover Plan	8/5/19	8/30/19			$\perp \downarrow \downarrow \downarrow$	$\sqcup \sqcup \sqcup$		$\bot \bot \bot \bot \bot$							
T04.2	Deliver End User Training	8/19/19	9/13/19			$\perp \downarrow \downarrow \downarrow$	$\Box \Box \Box$									
D07.2	Production System Go Live	9/2/19	10/4/19				ШЬ									
F09.2	Complete Production Support	10/7/19	1/3/20				1111									





4.2.2 Phase 2 – HCM Project Schedule Work Breakdown Structure (WBS)

The schedule below was developed in Microsoft Projects and will serve as the basis for the P03.2 Baseline Project Schedule for Phase 2.

WBS	Task Name	Duration	Start	Finish
2	Phase 2 - HCM	285 days	Mon 12/3/18	Fri 1/3/20
2.1	Track 1 - Project Management	160 days	Mon 1/21/19	Fri 8/30/19
2.1.1	P03.2 Baseline Project Schedule	10 days	Mon 1/21/19	Fri 2/1/19
2.1.2	P04.2 Project Scope Document	20 days	Mon 2/18/19	Fri 3/15/19
2.1.3	P05.2 Test Plan	20 days	Mon 5/6/19	Fri 5/31/19
2.1.4	P06.2 Production Cutover Plan	20 days	Mon 8/5/19	Fri 8/30/19
2.2	Track 2 - Functional	285 days	Mon 12/3/18	Fri 1/3/20
2.2.1	F01.2 Discovery Questionnaires	10 days	Mon 12/3/18	Fri 12/14/18
2.2.2	F02.2 Conduct Prototype 1	15 days	Mon 12/31/18	Fri 1/18/19
2.2.3	F03.2 Gap Analysis	20 days	Mon 1/21/19	Fri 2/15/19
2.2.4	F04.2 Conduct Prototype 2	10 days	Mon 3/11/19	Fri 3/22/19
2.2.5	F05.2 Conduct Prototype 3	10 days	Mon 4/29/19	Fri 5/10/19
2.2.6	F06.2 Module Configuration Document	20 days	Mon 5/13/19	Fri 6/7/19
2.2.7	F07.2 Complete System Integration Test	25 days	Mon 6/17/19	Fri 7/19/19
2.2.8	F08.2 Complete Acceptance Test	20 days	Mon 7/22/19	Fri 8/16/19
2.2.9	F09.2 Complete Production Support	65 days	Mon 10/7/19	Fri 1/3/20
2.3	Track 3 - Development	210 days	Mon 12/17/18	Fri 10/4/19
2.3.1	D01.2 Release 1 Prepared	10 days	Mon 12/17/18	Fri 12/28/18
2.3.2	D03.2 Release 2 Prepared	35 days	Mon 1/21/19	Fri 3/8/19
2.3.3	D04.2 Release 3 Prepared	30 days	Mon 3/18/19	Fri 4/26/19
2.3.4	D05.2 Release 4 Prepared	20 days	Mon 5/20/19	Fri 6/14/19
2.3.5	D06.2 Release 5 Prepared	25 days	Mon 6/17/19	Fri 7/19/19
2.3.6	D07.2 Production System Go-Live	25 days	Mon 9/2/19	Fri 10/4/19
2.4	Track 4 - Organizational Change Management	145 days	Mon 12/10/18	Fri 6/28/19
2.4.1	O01.2 Conduct Stakeholder Analysis	20 days	Mon 12/10/18	Fri 1/4/19
2.4.2	O03.2 Operations & Maintenance Plan	20 days	Mon 6/3/19	Fri 6/28/19
2.5	Track 5 - Training	195 days	Mon 12/17/18	Fri 9/13/19
2.5.1	T01.2 Foundation Project Team Training	10 days	Mon 12/17/18	Fri 12/28/18
2.5.2	T02.2 Training Plan	20 days	Mon 5/6/19	Fri 5/31/19
2.5.3	T03.2 Deliver Train-the-Trainer Training	25 days	Mon 7/1/19	Fri 8/2/19
2.5.4	T04.2 Deliver End User Training	20 days	Mon 8/19/19	Fri 9/13/19





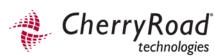
4.3 Phase 3 – Extended HCM Implementation Timeline

4.3.1 Phase 3 – Extended HCM Deliverable/Milestone Gantt Chart

The following Gantt chart depicts the implementation timeline and deliverable schedule for Phase 3 – Extended HCM.

												201	9							
					Ju	l		Д	ug		Sep		(Oct	N	ov		D	ес	
ID	Deliverable Name	Start	End	St	age	1		St	tage	2			Stag	ge 3			St	age	4	
F01.3	Initial Discovery Questionnaires	7/1/19	7/5/19																	
D01.3	Release 1 Prepared	7/1/19	7/12/19																	
T01.3	Complete Foundation Project Team Training	7/1/19	7/12/19																	
001.3	Conduct Stakeholder Analysis	7/8/19	7/19/19																	
P03.3	Baseline Project Schedule	7/15/19	7/26/19																	
F02.3	Conduct Protoype 1	7/15/19	7/26/19																	
D03.3	Release 2 Prepared	7/22/19	8/16/19																	
F03.3	Gap Analysis	7/29/19	8/9/19																	
P04.3	Project Scope Document	8/12/19	8/23/19															Ш		
F04.3	Conduct Prototype 2	8/19/19	8/23/19																	
D04.3	Release 3 Prepared	8/19/19	8/30/19															Ш		
F05.3	Conduct Prototype 3	9/2/19	9/6/19																	
P05.3	Test Plan	9/2/19	9/13/19																	
T02.3	Training Plan	9/2/19	9/13/19																	
D05.3	Release 4 Prepared	9/2/19	9/27/19																	
F06.3	Module Configuration Document	9/9/19	9/20/19															Ш		
003.3	Operations & Maintenance Plan	9/16/19	10/4/19																	
T03.3	Deliver Train-the-Trainer Training	9/23/19	10/11/19																	
F06.3	Complete System Integration Test	9/30/19	10/25/19																	
D06.3	Release 5 Prepared	9/30/19	10/25/19																	
P06.3	Production Cutover Plan	10/14/19	11/1/19				Ш					Ш						Ш		Ш
F07.3	Complete Acceptance Test	10/28/19	11/8/19			Ш	Ш					Ш		Ш				Ш		Ш
T04.3	Deliver End User Training	10/28/19	11/15/19	Ш														Ш		Ш
D06.3	Production System Go Live	11/18/19	12/6/19															Ш		
F08.3	Complete Production Support	12/9/19	1/3/20																	



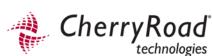


4.3.2 Phase 3 – Extended HCM Project Schedule Work Breakdown Structure (WBS)

The schedule below was developed in Microsoft Projects and will serve as the basis for the P03.3 Baseline Project Schedule for Phase 3.

WBS	Task Name	Duration	Start	Finish
3	Phase 3 - Extended HCM	135 days	Mon 7/1/19	Fri 1/3/20
3.1	Track 1 - Project Management	80 days	Mon 7/15/19	Fri 11/1/19
3.1.1	P03.3 Baseline Project Schedule	10 days	Mon 7/15/19	Fri 7/26/19
3.1.2	P04.3 Project Scope Document	10 days	Mon 8/12/19	Fri 8/23/19
3.1.3	P05.3 Test Plan	10 days	Mon 9/2/19	Fri 9/13/19
3.1.4	P06.3 Production Cutover Plan	15 days	Mon 10/14/19	Fri 11/1/19
3.2	Track 2 - Functional	135 days	Mon 7/1/19	Fri 1/3/20
3.2.1	F01.3 Discovery Questionnaires	5 days	Mon 7/1/19	Fri 7/5/19
3.2.2	F02.3 Conduct Prototype 1	10 days	Mon 7/15/19	Fri 7/26/19
3.2.3	F03.3 Gap Analysis	10 days	Mon 7/29/19	Fri 8/9/19
3.2.4	F04.3 Conduct Prototype 2	5 days	Mon 8/19/19	Fri 8/23/19
3.2.5	F05.3 Conduct Prototype 3	5 days	Mon 9/2/19	Fri 9/6/19
3.2.6	F06.3 Module Configuration Document	10 days	Mon 9/9/19	Fri 9/20/19
3.2.7	F07.3 Complete System Integration Test	20 days	Mon 9/30/19	Fri 10/25/19
3.2.8	F08.3 Complete Acceptance Test	10 days	Mon 10/28/19	Fri 11/8/19
3.2.9	F09.3 Complete Production Support	20 days	Mon 12/9/19	Fri 1/3/20
3.3	Track 3 - Development	115 days	Mon 7/1/19	Fri 12/6/19
3.3.1	D01.3 Release 1 Prepared	10 days	Mon 7/1/19	Fri 7/12/19
3.3.2	D03.3 Release 2 Prepared	20 days	Mon 7/22/19	Fri 8/16/19
3.3.3	D04.3 Release 3 Prepared	10 days	Mon 8/19/19	Fri 8/30/19
3.3.4	D05.3 Release 4 Prepared	20 days	Mon 9/2/19	Fri 9/27/19
3.3.5	D06.3 Release 5 Prepared	20 days	Mon 9/30/19	Fri 10/25/19
3.3.6	D07.3 Production System Go-Live	15 days	Mon 11/18/19	Fri 12/6/19
3.4	Track 4 - Organizational Change Management	65 days	Mon 7/8/19	Fri 10/4/19
3.4.1	O01.4 Conduct Stakeholder Analysis	10 days	Mon 7/8/19	Fri 7/19/19
3.4.2	O03.3 Operations & Maintenance Plan	15 days	Mon 9/16/19	Fri 10/4/19
3.5	Track 5 - Training	100 days	Mon 7/1/19	Fri 11/15/19
3.5.1	T01.3 Foundation Project Team Training	10 days	Mon 7/1/19	Fri 7/12/19
3.5.2	T02.3 Training Plan	10 days	Mon 9/2/19	Fri 9/13/19
3.5.3	T03.3 Deliver Train-the-Trainer Training	15 days	Mon 9/23/19	Fri 10/11/19
3.5.4	T04.3 Deliver End User Training	15 days	Mon 10/28/19	Fri 11/15/19



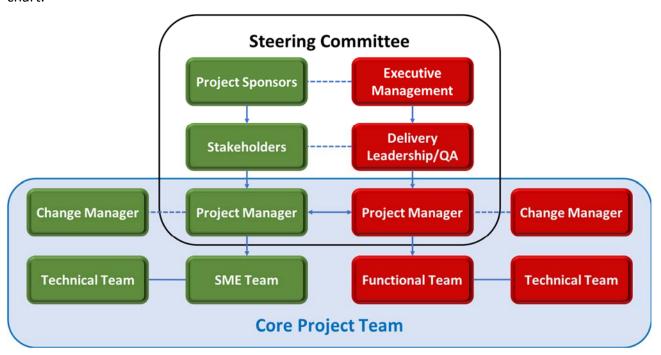


5.0 IMPLEMENTATION TEAM

5.1 Project Team Organization

5.1.1 Joint Project Governance Organizational Chart

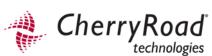
The graphic below depicts the joint City (green) and CherryRoad (red) project team organization chart.



5.1.2 City Project Roles

- Executive Sponsor This individual is ultimately the owner of the project. The Executive Sponsor approves tollgates (critical milestones and documents) and project completion, advocates for the project at the highest level in the City and in the community as well as serves as an escalation point if the teams planning and executing the project require a decision or reach an impasse.
- Steering Committee This team is made up of representatives from several executive level departments in the City and come together to coordinate, plan and approve the project activities with both the City and CherryRoad Project Managers.
- **Core Team** The core team is comprised of representatives from the Finance, Human Resources, and Information Technology divisions. Members of this team will be assigned to the project and will be called upon as needed to provide leadership and input into key decisions and core business processes throughout the project.



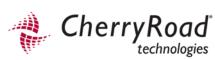


• **Subject Matter Experts (SME)** – Similar to the Core Team, SME groups directly impacted by business functions within the system are included in various aspects of the project for input into core business process definitions.

5.1.3 CherryRoad Project Roles

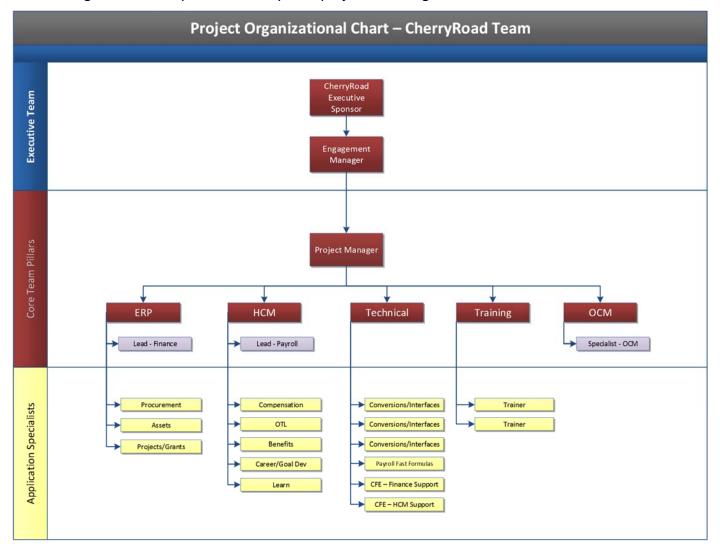
- Executive Sponsor This individual is ultimately the owner of the project. The Executive Sponsor approves tollgates and project completion, advocates for the project at the highest level in the company as well as serves as an escalation point if the teams planning and executing the project require a decision or reach an impasse.
- Engagement Manager (EM) Under the guidance of the Executive Sponsor the EM supports the Project Management team in achieving resolution of issues, mitigation of risks, and decisions on project change orders. The EM participates in Executive and Steering Committee meetings to review progress and provides budgetary oversight.
- Project Manager Under the guidance of the Executive Sponsor and Engagement
 Manager, the CherryRoad Project Manager works with CherryRoad resources to plan,
 coordinate, oversee and manage the overall execution of the project implementation to
 ensure delivery of contractual deliverables and milestones.
- **Technical Team** This team is comprised of the technical groups from CherryRoad and will be assigned based on project requirements and plan.
- Functional Team This team is comprised of functional business area leads and specialists.



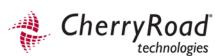


5.1.4 CherryRoad Project Organization Chart

The diagram below depicts the CherryRoad project team organization.







5.2 Implementation Staffing Plan

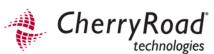
5.2.1 CherryRoad Staffing

The table below includes the CherryRoad project team positions and planned participation by month. This staffing plan represents an estimate of effort based upon the requirements as defined in this Statement of Work. The CherryRoad Project Manager will adjust CherryRoad project team member participation as required through the completion of the project. CherryRoad shall submit a copy of staff, contractor or subcontractor qualifications and/or resume for the City's review and approval prior to the assignment of such personnel to this project. The City has the right to reject any personnel of concern.

If the City has reasonable cause to be dissatisfied with the conduct or behavior of any of the CherryRoad staff, contractors or subcontractors, then at the City's written request, CherryRoad will provide a replacement person with equivalent or better qualifications, subject to the City's review and approval. CherryRoad shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of staff or contractors or subcontractors.

OA Review hase 1 - FMS hase 2 - HCM hase 3 - Extended HCM roject Management Engagment Manager Project Manager (onsite) Change Management Specialist	Sep	Oct Sta	Nov	Dec	Jan	Feb	Mar	A										
hase 1 - FMS hase 2 - HCM hase 3 - Extended HCM roject Management Engagment Manager Project Manager (onsite)		Sta						Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	
hase 2 - HCM hase 3 - Extended HCM roject Management Engagment Manager Project Manager (onsite)		Sta	•						·				·					
hase 3 - Extended HCM roject Management Engagment Manager Project Manager (onsite)			ge 1			Stage 2				Stag	ge 3			Stage 4				
roject Management Engagment Manager Project Manager (onsite)				Stag	e 1		Sta	ge 2			Stage 3			Sta	ge 4			
Engagment Manager Project Manager (onsite)											Stage 1	Sta	ge 2	Sta	ge 3	Stag	ge 4	
Engagment Manager Project Manager (onsite)																		
Project Manager (onsite)																		
, , ,		0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20		3.00
Change Management Specialist		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00		15.00
		0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20		3.00
	0.00	1.40	1.40	1.40	1.40	1.40	1.40	1.40	1.40	1.40	1.40	1.40	1.40	1.40	1.40	1.40	0.00	21.00
hase 1 - FMS																		
Functional Lead - Financials (onsite)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00			14.00
Functional Lead - Procurement		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00			14.00
Functional Lead - Assets/Misc.		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00			14.00
Functional Lead - Projects/Grants		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00			14.00
Tech Lead Analyst - Conversion/Interfaces				1.50	1.50	1.50	1.50	1.50	1.25	1.25	1.00	1.00	1.00	1.00	1.00			15.00
Center for Excellence - Financials Support				0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75				8.25
Trainer							1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00				8.00
	1.00	4.00	4.00	6.25	6.25	6.25	7.25	7.25	7.00	7.00	6.75	6.75	6.75	6.75	5.00	0.00	0.00	87.25
hase 2 - HCM																		
Functional Lead - Payroll (onsite)		0.20	0.20	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00		13.40
Functional Lead - Compensation				1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00		13.00
Consultant - OTL				0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50			6.00
Consultant - Benefits				0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50			6.00
Technical Lead - Conversion/Interfaces						1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00				9.00
Technical - Payroll Fast Formulas						1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00				9.00
Center for Excellence - HCM Support						1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00		11.00
Trainer											1.00	1.00	1.00					3.00
	0.00	0.20	0.20	3.00	3.00	6.00	6.00	6.00	6.00	6.00	7.00	7.00	7.00	6.00	4.00	3.00	0.00	70.40
hase 3 - Extended HCM																		
Consultant - Career/Goal Development, Talent Revie	w										1.00	1.00	1.00	1.00	1.00	1.00	1.00	7.00
Consultant - Learn											1.00	1.00	1.00	1.00	1.00	1.00		6.00
Technical Lead - Conversion/Interfaces												1.00	1.00	1.00	1.00	1.00	1.00	6.00
Center for Excellence - HCM Support												0.50	0.50	0.50	0.50	0.50		2.50
Trainer													1.00	1.00	1.00			3.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00	3.50	4.50	4.50	4.50	3.50	2.00	24.50
TEs by Month	1.00	5.60	5.60	10.65	10.65	13.65	14.65	14.65	14.40	14.40	17.15	18.65	19.65	18.65	14.90	7.90	2.00	203.15

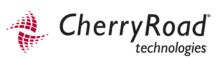




CherryRoad staffing will be assigned to the City of Sunnyvale project as full-time onsite, part-time onsite, and remote.

- Full-Time Onsite The Project Manager, Functional Lead Financials, and Functional Lead
 Payroll will each be assigned to the project as full-time onsite positions for the time periods
 listed in the CherryRoad staffing plan.
- **Part-Time Onsite** The remaining functional, technical, and training positions will participate onsite in key project activities such as gap analysis, prototype, and train-the-trainer work sessions. Specific onsite participation will be determined with the development of the project schedule. Knowledge transfer will be done onsite.
- **Remote** The center of excellence positions will participate in the project remotely for the time periods listed in the CherryRoad staffing plan. Knowledge transfer will be done onsite.



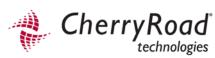


5.2.2 City Staffing

The table below includes the City project team positions and planned participation by month. This staffing plan represents an estimate of effort based upon the requirements as defined in this Statement of Work. The City Project Manager will adjust City project team member participation as required through the completion of the project.

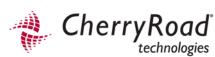
Positions			2018							20	19						
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
COA Review	БСР	Oct		Dec	Juli		.v.u.	, .p.	iiiaj	Ju.,	50.	rug	БСР	Occ		Dec	50
Phase 1 - ERP (GL, AP, PO, AR, CM, Assets, Projects, Grant	s)	Sta	ge 1			Stage 2				Sta	ze 3			Stage 4			
Phase 3 - HCM (Payroll, HR, OTL, Benefits)	i		5- <u>-</u>	Sta		8	Sta	ge 2			Stage 3				ge 4		
Phase 4 - HCM (Career Devel/Goal/Talent Review, Learn)				5.0	5		5.0	5 - <u>-</u>			Stage 1	Sta	ge 2		ge 3	Stag	7e 4
Thase I from (eareer seren) doubt raient herien) searny											Jeage 1	Jta	5 - <u>-</u>	510	5- 3	Jeag	, c .
Project Management																	
Steering Committee Members (ea.)		0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	
Project Manager		1.00	1.00	1.00	1.00	_	1.00		1.00	1.00	1.00	1.00	1.00	1.00	_	1.00	
Change Management Specialist		0.50	0.50	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	_	0.50	
Grange management specialist	0.00	1.70	1.70		2.20		2.20			2.20	2.20	2.20	2.20			1.70	0.00
Phase 1 - ERP	0.00	2170	1.70													2.70	
Functional Lead - Financials	0.5	1.00	1.00	1.00	1.00	1.00	0.75	0.75	0.75	0.75	0.75						
Functional - General Ledger	0.5	0.50	0.50	0.50	0.50	0.50	0.50		0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	
Functional - Vendor Management		0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	
Functional - Purchasing/eProcurement		0.50	0.50	0.50	0.50	0.50	0.50		0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	
Functional - Accounts Payable		0.50	0.50	0.50	0.50	_	0.50	_	0.50	0.50	0.50	0.50	0.50	0.50		0.50	
Functional - Inventory & Warehouse Mgmt	1	0.50	0.50	0.50	0.50		0.50		0.50	0.50	0.50	0.50	0.50	0.50		0.50	
Functional - Fixed Asset Mgmt		0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	
Functional - Contract Mgmt		0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	
Functional - Accounts Receivable		0.50	0.50	0.50	0.50		0.50		0.50	0.50	0.50	0.50	0.50	0.50		0.50	
Functional - Bank Account Mgmt and Reconciliation		0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	
Functional - Cashiering & Till Mgmt		0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	1
Functional - Projects/Grants		0.50	0.50	0.50	0.50	0.50	0.50		0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	-
Technical Lead Interfaces		1.00	2.00	2.00	2.00		2.00		2.00	1.00	1.00	1.00	1.00	1.00		1.00	$\overline{}$
Technical - GL Conversion		0.25	0.50	0.50	0.50		0.50		0.50	0.25	0.25	1.00	1.00	1.00	1.00	1.00	—
Technical - Vendor Conversion		0.25	0.50	0.50	0.50		0.50	_	0.50	0.25	0.25						
Technical - Vendor Conversion		0.25	0.25	0.25	0.30	0.25	0.25	0.25	0.25	0.25	0.25						—
Technical - Asset Conversion		0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25						—
Trainer		0.23	0.23	0.23	0.23	0.23	1.00	_	1.00	1.00	0.50						
Trainer							1.00		1.00	1.00	0.50						
Hallel	0.50	7.25	8.75	8.75	8.75	8.75	10.50		10.50	9.00	8.00	5.25	5.25	5.25	5.25	5.25	0.00
Phase 2 - HCM	0.50	7.23	8.73	6.73	8.73	8.73	10.50	10.50	10.50	9.00	8.00	3.23	3.23	3.23	3.23	3.23	0.00
Functional Lead - HCM		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.75	0.75	0.75	0.75			1
Functional - Payroll		1.00	1.00	1.00	1.00	_	1.00		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	$\overline{}$
Functional - Time and Labor				0.50	0.50		0.50		0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	—
Functional - CALPERS				0.50	0.50	_	0.50		0.50	0.50	0.50	0.50	0.50	0.50	_	0.50	—
Functional - Human Resources				1.00	1.00		1.00		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	—
Functional - Benefits				0.50	0.50		0.50		0.50	0.50	0.50	0.50	0.50	0.50		0.50	1
Functional - Leave Mgmt				0.50	0.50	0.50	0.50	_	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	-
Technical - Interfaces				0.50	0.50		1.00		1.00	1.00	1.00	1.00	1.00	1.00		1.00	1
Technical - HR Conversion				0.25	0.30	0.50	0.50		0.50	0.50	0.50	0.50	0.25	0.25	1.00	1.00	
Technical - Payroll Conversion				0.25	0.25	0.50	0.50		0.50	0.50	0.50	0.50	0.25	0.25			$\overline{}$
Technical - CALPERS				0.25	0.25	0.50	0.50		0.50	0.50	0.50	0.50	0.25	0.25			—
Trainer				0.23	0.23	0.50	0.50	0.50	0.50	0.50	1.00	1.00	1.00	1.00			
Trainer											0.50	0.50	0.50	0.50			
Trainer	0.00	1.00	1.00	6.25	6.25	7.50	7.50	7.50	7.50	7.50	8.75	8.75	8.00	8.00	5.00	5.00	0.00
Phase 3 - HCM	0.00	1.00	1.00	0.23	0.23	7.50	7.50	7.50	7.50	7.30	8.73	8.73	8.00	8.00	3.00	3.00	0.00
Functional Lead - HCM	-										0.25	0.25	0.25	0.25	1.00	1.00	1.00
Functional - Career Development	 										0.25	0.25	0.25	0.25	0.25	0.25	1.00
·	1										0.25	0.25	0.25	0.25	0.25	0.25	<u> </u>
Functional - Learning Trainer	-										0.25	0.25	0.25	0.25	0.25	0.25	
rrainer	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.75	0.75	0.75	1.25		2.00	1.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.75	0.75	0.75	1.25	2.00	2.00	1.00
	-	-	-	-		-	-	-	-						 	\vdash	
ETT- bu Marush	6 ==	0.0-	44.4-	4= 0-	4= 0-	10.15	20.22	20.25	20.22	40.70	10.70	46.0-	16.22	10 =-	42.0-	43.05	4.00
FTEs by Month	0.50	9.95	11.45	17.20	17.20	18.45	20.20	20.20	20.20	18.70	19.70	16.95	16.20	16.70	13.95	13.95	1.00





Positions			2018							20							Total
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
COA Review																	
Phase 1 - ERP (GL, AP, PO, AR, CM, Assets, Projects, Grant	s)	Stag	ge 1			Stage 2				Sta	ge 3			Stage 4			
Phase 3 - HCM (Payroll, HR, OTL, Benefits)				Sta	ge 1		Sta	ge 2			Stage 3			Sta	ge 4		
Phase 4 - HCM (Career Devel/Goal/Talent Review, Learn)											Stage 1	Sta	ge 2	Sta	ge 3	Stage 4	
Project Management																	
Steering Committee Members (ea.)		0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	3.00
Project Manager		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	15.00
Change Management Specialist		0.50	0.50	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.50	0.50	13.00
	0.00	1.70	1.70	2.20	2.20	2.20	2.20	2.20	2.20	2.20	2.20	2.20	2.20	2.20	1.70	1.70	31.00
Phase 1 - ERP																	
Functional Lead - Financials	0.5	1.00	1.00	1.00	1.00	1.00	0.75	0.75	0.75	0.75	0.75						8.75
Functional - General Ledger		0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	7.50
Functional - Vendor Management		0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	3.75
Functional - Purchasing/eProcurement		0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	7.50
Functional - Accounts Payable		0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	7.50
Functional - Inventory & Warehouse Mgmt		0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	7.50
Functional - Fixed Asset Mgmt		0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	3.75
Functional - Contract Mgmt	-	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	3.75
Functional - Accounts Receivable		0.50 0.25	0.50 0.25	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50 0.25	7.50 3.75
Functional - Bank Account Mgmt and Reconciliation								0.25	0.25		0.25		0.25		0.25		
Functional - Cashiering & Till Mgmt		0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	3.75
Functional - Projects/Grants		0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	7.50
Technical Lead Interfaces		1.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	22.00
Technical - GL Conversion		0.25	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.25	0.25						4.25
Technical - Vendor Conversion		0.25	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.25	0.25						4.25
Technical - Customer Conversion		0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25						2.50
Technical - Asset Conversion		0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25						2.50
Trainer							1.00	1.00	1.00	1.00	0.50						4.50
Trainer							1.00	1.00	1.00	1.00	0.50						4.50
	0.50	7.25	8.75	8.75	8.75	8.75	10.50	10.50	10.50	9.00	8.00	5.25	5.25	5.25	5.25	5.25	117.00
Phase 2 - HCM																	
Functional Lead - HCM		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.75	0.75	0.75	0.75			12.00
Functional - Payroll				1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	13.00
Functional - Time and Labor				0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	6.50
Functional - CALPERS				0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	6.50
Functional - Human Resources				1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	13.00
Functional - Benefits				0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	6.50
Functional - Leave Mgmt				0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	6.50
Technical - Interfaces				0.50	0.50	1.00	1.00	1.00	1.00		1.00	1.00	1.00	1.00	1.00		12.00
Technical - HR Conversion				0.25	0.25	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.25	0.25			4.50
Technical - Payroll Conversion				0.25	0.25	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.25	0.25			4.50
Technical - CALPERS				0.25	0.25	0.50	0.50	0.50			0.50	0.50	0.25	0.25			4.50
Trainer				0.23	0.23	0.50	0.50	0.50	0.50	0.50	1.00	1.00	1.00	1.00			4.00
					-	-	-	-	-	-	0.50	0.50	0.50	0.50			2.00
Trainer	0.00	1.00	1.00	6.35	6.35	7.50	7.50	7.50	7.50	7.50					F 00	F 00	
Dhara 2, UGM	0.00	1.00	1.00	6.25	6.25	7.50	7.50	7.50	7.50	7.50	8.75	8.75	8.00	8.00	5.00	5.00	95.50
Phase 3 - HCM					-		-	-	-		0.5-	0.5-	0.0-	0.5-		4.0-	
Functional Lead - HCM						-	l	l	l	-	0.25	0.25	0.25	0.25	1.00	1.00	3.00
Functional - Career Development											0.25	0.25	0.25	0.25	0.25	0.25	1.50
Functional - Learning							ļ	ļ	ļ		0.25	0.25	0.25	0.25	0.25	0.25	1.50
Trainer														0.50	0.50		1.50
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.75	0.75	0.75	1.25	2.00	2.00	7.50
FTEs by Month	0.50	9.95	11.45	17.20	17 20	18.45	20 20	20 20	20 20	18 70	19 70	16.95	16 20	16.70	13 95	13 95	251.00
FIES BY WOULT	0.50	3.33	1	17.20	17.20	10.73	20.20	20.20	20.20	10.70	13.70	10.55	10.20	10.70	13.33	13.33	-51.00





6.0 PAYMENT SCHEDULE

The total implementation services costs for the City of Sunnyvale, California are \$5,345,00.00. The table below lists these costs by project phase.

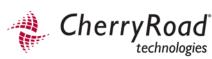
Project Phase	Total Cost
September Chart of Accounts Review	\$29,750
Project Management	\$625,650.00
Phase 1 Implementation	\$2,334,100.00
Phase 2 Implementation	\$1,564,645.00
Phase 3 Implementation	\$790,855.00
Total	\$5,345,000.00

6.1 Project Management Payment Schedule

The table below depicts the Project Management payment schedule.

ID	Title	Target Completion Date	Amount
1	October 2018 Project Management	10/31/2018	\$41,710
2	November 2018 Project Management	11/30/2018	\$41,710
3	December 2018 Project Management	12/31/2018	\$41,710
4	January 2019 Project Management	1/31/2019	\$41,710
5	February 2019 Project Management	2/28/2019	\$41,710
6	March 2019 Project Management	3/31/2019	\$41,710
7	April 2019 Project Management	4/30/2019	\$41,710
8	May 2019 Project Management	5/31/2019	\$41,710
9	June 2019 Project Management	6/30/2019	\$41,710
10	July 2019 Project Management	7/31/2019	\$41,710
11	August 2019 Project Management	8/31/2019	\$41,710
12	September 2019 Project Management	9/30/2019	\$41,710
13	October 2019 Project Management	10/31/2019	\$41,710
14	November 2019 Project Management	11/30/2019	\$41,710
15	December 2019 Project Management	12/31/2019	\$41,710
		Total	\$625,650





6.2 Phase 1 - FMS Payment Schedule

The table below depicts the Phase 1 – FMS deliverable payment schedule.

		Target	
ID	Title	Approval Date	Amount
P01	Initial Project Startup	10/19/2018	\$92,779
F01.1	Initial Discovery Questionnaires	10/26/2018	\$46,389
P02	Project Management Plan	11/2/2018	\$46,389
D01.1	Release 1 Prepared	11/9/2018	\$92,779
T01.1	Complete Foundation Project Team Training	11/9/2018	\$46,389
001.1	Conduct Stakeholder Analysis	11/30/2018	\$0
F02.1	Conduct Prototype 1	11/30/2018	\$46,389
D02.1	Development Plan	11/30/2018	\$46,389
P03.1	Baseline Project Schedule	12/14/2018	\$46,389
O02	Organizational Change Management Plan	12/14/2018	\$0
F03.1	Gap Analysis	12/28/2018	\$46,389
D03.1	Release 2 Prepared	1/25/2019	\$120,612
P04.1	Project Scope Document	2/15/2019	\$46,389
F04.1	Conduct Prototype 2	2/15/2019	\$92,779
D04.1	Release 3 Prepared	3/29/2019	\$120,612
F05.1	Conduct Prototype 3	4/19/2019	\$92,779
P05.1	Test Plan	5/10/2019	\$46,389
F06.1	Module Configuration Document	5/10/2019	\$46,389
T02.1	Training Plan	5/10/2019	\$46,389
D05.1	Release 4 Prepared	5/17/2019	\$120,612
003.1	Operations & Maintenance Plan	6/7/2019	\$46,389
F07.1	Complete System Integration Test	7/19/2019	\$92,779
D06.1	Release 5 Prepared	7/19/2019	\$120,612
T03.1	Deliver Train-the-Trainer Training	8/16/2019	\$46,389
F08.1	Complete User Acceptance Test	8/30/2019	\$92,779
P06.1	Production Cutover Plan	9/13/2019	\$46,389
T04.1	Deliver End User Training	9/27/2019	\$0
D07.1	Production System Go Live	10/18/2019	\$345,338
F09.1	Complete Production Support	12/13/2019	\$300,190
			\$2,334,100

6.3 Phase 2 - HCM Payment Schedule

The table below depicts the Phase 2 – HCM deliverable payment schedule.





ID	Title	Target Approval Date	Amount
F01.3	Initial Discovery Questionnaires	12/28/2018	\$36,750
001.3	Conduct Stakeholder Analysis	1/18/2019	\$0
D01.3	Release 1 Prepared	1/11/2019	\$115,500
T01.3	Complete Foundation Project Team Training	1/11/2019	\$36,750
F02.3	Conduct Prototype 1	2/1/2019	\$63,000
P03.3	Baseline Project Schedule	2/15/2019	\$36,750
F03.3	Gap Analysis	3/1/2019	\$63,000
D03.3	Release 2 Prepared	3/22/2019	\$62,475
P04.3	Project Scope Document	3/29/2019	\$36,750
F04.3	Conduct Prototype 2	4/5/2019	\$63,000
D04.3	Release 3 Prepared	5/10/2019	\$62,475
F05.3	Conduct Prototype 3	5/24/2019	\$63,000
P05.3	Test Plan	6/14/2019	\$36,750
T02.3	Training Plan	6/14/2019	\$36,750
F06.3	Module Configuration Document	6/21/2019	\$36,750
D05.3	Release 4 Prepared	6/28/2019	\$62,475
003.3	Operations & Maintenance Plan	7/12/2019	\$36,750
F07.3	Complete System Integration Test	8/2/2019	\$63,000
D06.3	Release 5 Prepared	8/2/2019	\$62,475
T03.3	Deliver Train-the-Trainer Training	8/16/2019	\$36,750
F06.3	Complete Acceptance Test	8/30/2019	\$63,000
P06.3	Production Cutover Plan	9/13/2019	\$36,750
T04.3	Deliver End User Training	9/27/2019	\$0
D06.3	Production System Go Live	10/18/2019	\$277,600
F08.3	Complete Production Support	1/17/2020	\$176,145
			\$1,564,645





6.4 Phase 3 – Extended HCM Payment Schedule

The table below depicts the Phase 3 – Extended HCM deliverable payment schedule.

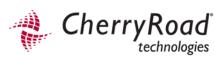
ID	Title	Target Approval Date	Amount
F01.4	Initial Discovery Questionnaires	7/19/2019	\$18,929
D01.4	Release 1 Prepared	7/26/2019	\$50,477
T01.4	Complete Foundation Project Team Training	7/26/2019	\$18,929
001.4	Conduct Stakeholder Analysis	8/2/2019	\$0
P03.4	Baseline Project Schedule	8/9/2019	\$25,239
F02.4	Conduct Prototype 1	8/9/2019	\$50,477
D03.4	Release 2 Prepared	8/30/2019	\$21,453
F03.4	Gap Analysis	8/23/2019	\$25,239
P04.4	Project Scope Document	9/6/2019	\$25,239
F04.4	Conduct Prototype 2	9/6/2019	\$50,477
D04.4	Release 3 Prepared	9/13/2019	\$21,453
F05.4	Conduct Prototype 3	9/20/2019	\$50,477
P05.4	Test Plan	9/27/2019	\$25,239
T02.4	Training Plan	9/27/2019	\$25,239
D05.4	Release 4 Prepared	10/11/2019	\$21,453
F06.4	Module Configuration Document	10/4/2019	\$25,239
003.4	Operations & Maintenance Plan	10/18/2019	\$25,239
T03.4	Deliver Train-the-Trainer Training	10/25/2019	\$25,239
F06.4	Complete System Integration Test	11/8/2019	\$25,239
D06.4	Release 5 Prepared	11/8/2019	\$21,453
P06.4	Production Cutover Plan	11/15/2019	\$25,239
F07.4	Complete Acceptance Test	11/22/2019	\$25,239
T04.4	Deliver End User Training	11/29/2019	\$0
D06.4	Production System Go Live	12/20/2019	\$136,575
F08.4	Complete Production Support	3/13/2020	\$51,104
			\$790,885

Note: retainage will be released by phase.

6.5 Additional Services

The City can use the rate card below to for additional services not in the deliverable based payment schedule.





Resource Category	Hourly Ra	ite
Project Manager	\$	175.00
Change Management Specialist	\$	155.00
Functional Lead Analyst	\$	170.00
Lead Analyst	\$	155.00
Consultant	\$	150.00
Technical Lead Analyst	\$	140.00
Technical Analyst	\$	135.00
Center of Excellence (COE) Resource	\$	120.00
Offshore Resource		\$70.00

Specifically for custom report development, there are 750 hours available at a hourly fee of \$70.00 equating to \$52,500.00.

6.6 Optional Pricing

At the City's discretion, the optional implementation services and products can be purchased.

I	Module	Services Implementation	Software Price
D		Price	
1	PBCS (Planning & Budgeting	\$350,000	\$50,000 annually (dependent
	Cloud Service)		upon user count)
2	EPRCS (Enterprise Performance	\$150,000	\$35,000 annually (dependent
	Reporting Cloud Service)		upon user count)
3	RFSmart Implementation	\$40,000	\$25,800 annually based on 2
	Services		year agreement

6.7 Software Pricing

The table below describes the application software pricing by product and year. Additional detail for software pricing is contacted in the contract documents.

Oracle

Oracle	Annual Amount	Payment Schedule
Year 1	\$435,500	Quarterly Payments
Year 2	\$435,500	begin upon
Year 3	\$435,500	provisioning
Year 4	\$435,500	
Year 5	\$435,500	
Year 6	\$435,500	
Year 7	\$435,500	
Year 8	\$435,500	
Year 9	\$435,500	





Year 10	\$435,500	
Total for Ten (10)	\$4,350,000	
Years		

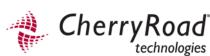
CORE Business Technologies

CORE Business	Annual Amount	Payment Schedule
Technologies		
Year 1	\$54,180	Quarterly Payments
Year 2	\$54,180	begin upon
Year 3	\$54,180	provisioning
Year 4	\$54,180	
Year 5	\$54,180	
Year 6	\$55,805	
Year 7	\$57,479	
Year 8	\$59,203	
Year 9	\$60,980	
Year 10	\$62,809	
Total for Ten (10)	\$576,176	
Years		

<u>ADP</u>

ADP	Annual Amount	Payment Schedule
Year 1	\$9,600	Quarterly Payments
Year 2	\$9,600	begin upon
Year 3	\$9,600	provisioning
Year 4	\$9,600	
Year 5	\$9,600	
Year 6	\$9,600	
Year 7	\$9,600	
Year 8	\$9,600	
Year 9	\$9,600	
Year 10	\$9,600	
Total for Ten (10)	\$96,000	
Years		



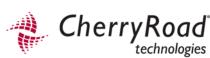


APPENDIX A DELIVERABLE DEFINITIONS

Appendix A includes the detailed deliverable definition for each of the twenty-nine (29) deliverables listed in Section 1 Implementation Approach of this Statement of Work. Each deliverable definition includes the following information:

- 1. Deliverable/Milestone Number
- 2. Deliverable/Milestone Name
- 3. Implementation Stage
- 4. Implementation Track
- 5. Type (Deliverable Document or Milestone)
- 6. Deliverable/Milestone Description
- 7. Sub-deliverable/milestone IDs (if the deliverable is reproduced each project phase)
- 8. Sunnyvale Role
- 9. CherryRoad Role
- 10. Acceptance Criteria
- 11. Deliverable/Milestone Assumptions





A.1 Project Management Deliverable Definitions

Six (6) of the twenty-nine (29) deliverables/milestones reside in the Project Management Implementation Track.

- 1. P01 Initial Project Startup
- 2. P02 Project Management Plan
- 3. P03 Baseline Project Schedule
- 4. P04 Project Scope Document
- 5. P05 Test Plan
- 6. P06 Production Cutover Plan

The definitions for each of the six (6) Project Management Implementation Track deliverables/milestones are included below.

Number: P01	Name: Initial Project Startup	
Stage: 1 – Planning & Discovery	Track: 1 – Project Management	Type: Milestone

Description: The P01 Initial Project Startup milestone marks the start of Phase 1.

Sub-Deliverables/Milestones: There will be a single P01 Initial Project Startup milestone completed during Phase 1. The deliverable will not be repeated in Phases 2 and 3.

Format: NA

Sunnyvale Role: The City will be responsible for completing the following tasks:

- Participate and support the project kick-off
- Lead the logistics and scheduling of the kick-off meeting

CherryRoad Role: CherryRoad will be responsible for completing the following tasks:

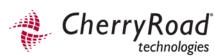
- Updating the project schedule to reflect the completion of the milestone
- Facilitating a project kick-off meeting with the Core Project Team and relevant stakeholders
- Create the slideshow and/or project kick-off materials for the kick-off meeting

Acceptance Criteria: The milestone will be achieved when the CherryRoad team begins working on the Stage 1 - Planning & Discovery deliverables and the project kick-off meeting is complete.

Deliverable/Milestone Assumptions:

1. Kick-off meeting date will be set and agreed upon contract approval.





Number: P02	Name: Project Management Plan	
Stage: 1 – Planning & Discovery	Track: 1 – Project Management	Type: Deliverable

Description: The P02 Project Management Plan deliverable will be a collaboratively created document representing the standard tasks and activities required of the project team to work effectively and efficiently to complete the project.

The P02 Project Management Plan deliverable contains the following project management processes.

- 1. Scope management plan
- 2. Schedule management plan
- 3. Quality management plan
- 4. Human resources management plan (including RACI Responsibilities Matrix)
- 5. Communications management plan
- 6. Issues management plan
- 7. Risk management plan
- 8. Document management plan
- 9. Change Request management/approval plan
- 10. Knowledge Transfer Plan

Sub-Deliverables/Milestones: There will be a single P02 Project Management Plan deliverable completed during Phase 1, which will apply to all phases of the project. The deliverable will not be repeated in Phases 2 and 3.

Format: Microsoft Word

Sunnyvale Role: The City will be responsible for completing the following tasks:

- Provide input for deliverable
- Attend deliverable review meetings
- Approve deliverable

CherryRoad Role: CherryRoad will be responsible for completing the following tasks:

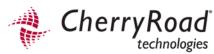
- Create deliverable
- Facilitate deliverable review meetings

Acceptance Criteria: Delivery of the project management plan and client approval of the plan.

Deliverable/Milestone Assumptions:

- 1. Following the approval of the PO2 Project Management Plan deliverable, future changes to the project management processes will be mutually agreed upon by the City and CherryRoad.
- 2.





Number: P03	Name: Baseline Project Schedule	
Stage: 1 – Planning & Discovery	Track: 1 – Project Management	Type: Deliverable

Description: CherryRoad will prepare a detailed Project Work Plan that will identify each specific deliverable and milestone in the Schedule of Deliverables as well as intermediate tasks and deliverables as necessary for effective project scheduling and control. This Plan will consist of an MS Project Plan, saved using the "save as baseline" option, identifying each of the phases/tasks, milestones, and deliverables associated with each task, estimated duration of each phase/task, and the type and level of participation of CherryRoad and City staff necessary to achieve the plan objectives, along with the associated task dependencies. The Work Plan will include specific responsibilities for both CherryRoad and City staff. The Work Plan will identify the critical path within each Phase.

The P03 Baseline Project Schedule is developed in Microsoft Project, and will include the following data elements for each project task:

- 1. Description
- 2. Duration
- 3. % Complete
- 4. Start Date
- 5. End Date
- 6. Assigned Resource(s)
- 7. Baseline Start Date
- 8. Baseline End Date
- 9. Dependency (if any)

Sub-Deliverables/Milestones: There will be a Baseline Project Schedule deliverable for each project phase, resulting in the following sub-deliverables:

- P03.1 Baseline Project Schedule Phase 1
- P03.2 Baseline Project Schedule Phase 2
- P03.3 Baseline Project Schedule Phase 3

Format: Microsoft Project

Sunnyvale Role: The City will be responsible for completing the following tasks:

- Provide input for deliverable
- Attend deliverable review meetings
- Approve deliverable

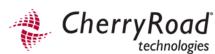
CherryRoad Role: CherryRoad will be responsible for completing the following tasks:

- Create deliverable
- Facilitate deliverable review meetings
- Maintain the project schedule in accordance with the PO2 Project Management Plan

Acceptance Criteria: Delivery of the project plan and client approval of the plan as a baseline.

- 1. The Project Schedule is a living document that will be regularly maintained in accordance with the P02 Project Management Plan deliverable.
- 2. Following the completion of the P04 Project Scope Document, the project schedule will be updated to include all agreed upon development items including conversions, interfaces, and reports.
- 3. A single baseline schedule will be established following the approval of the P03 Baseline Project Schedule deliverable. Additional Baselines will be established as mutually agreed upon by the City and CherryRoad.





Number: P04	Name: Project Scope Document	
Stage: 2 – Config & Prototypes	Track: 1 – Project Management	Type: Deliverable

Description: A P04 Project Scope Document deliverable is an MS Word document that lists the application features and development that will be included in the project phase. The P04 Project Scope Document deliverable is completed following the F03 Gap Resolution deliverable. Following the completion of the deliverable, the project schedule is updated with detail tasks, dates and resources for the completion of the project phase.

The P04 Project Scope Document will list each of the Oracle Cloud ERP application and third party functions / development objects, including conversions, interfaces, and reports/dashboards that will be implemented. The deliverable will categorize the scope of work as follows:

- 1. Application Functions
- 2. Conversions
- 3. Reports/Dashboards
- 4. Interfaces
- 5. Security

For each category, the PO4 Project Scope Document will list the specific requirements that will be implemented.

Sub-Deliverables/Milestones: There will be a Project Scope Document deliverable for each project phase, resulting in the following sub-deliverables:

- P04.1 Project Scope Document Phase 1
- P04.2 Project Scope Document Phase 2
- P04.3 Project Scope Document Phase 3

Format: Microsoft Word

Sunnyvale Role: The City will be responsible for completing the following tasks:

- Provide input for deliverable
- Attend deliverable review meetings
- Approve deliverable

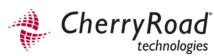
CherryRoad Role: CherryRoad will be responsible for completing the following tasks:

- Create deliverable
- Facilitate deliverable review meetings

Acceptance Criteria: Delivery of the project scope document and client approval of the document.

- 1. The P04 Project Scope Document deliverable is completed following the F03 Gap Analysis Document.
- 2. Following the completion of the P04 Project Scope Document the CherryRoad Project Manager will update the Requirements Traceability Matrix





Number: P05	Name: Test Plan	
Stage: 2 – Config & Prototypes	Track: 1 – Project Management	Type: Deliverable

Description: CherryRoad will prepare a Test Plan describing how the City will prepare for and execute the unit, system, and user acceptance tests. This plan provides a description of the testing approach, the tools and techniques to be used, and a preliminary schedule for the testing effort. The Test Plan will describe in detail, all the requisite steps to complete the City's acceptance testing. The document will also identify the internal and external testing participants and testing environments to be utilized. The Acceptance Test will serve as the City's basis for accepting the system and beginning full production operations.

The P05 Test Plan deliverable is an MS Word document that outlines a detailed plan to complete the acceptance test for each project phase. The P05 Test Plan will include the following information for the unit, system integration, and user acceptance test cycles:

- 1. Description of the test activity / phase
- 2. Test entrance criteria
- 3. Test environment
- 4. Testing methods and procedures
- 5. Testing script examples
- 6. Test scope
- 7. Test schedule
- 8. Test participants
- 9. Test exit criteria

Sub-Deliverables/Milestones: There will be a Test Plan deliverable for each project phase, resulting in the following sub-deliverables:

- P05.1 Test Plan Phase 1
- P05.2 Test Plan Phase 2
- P05.3 Test Plan Phase 3

Format: Microsoft Word

Sunnyvale Role: The City will be responsible for completing the following tasks:

- Provide input for deliverable
- Attend deliverable review meetings
- Approve deliverable

CherryRoad Role: CherryRoad will be responsible for completing the following tasks:

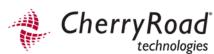
- Create deliverable
- Facilitate deliverable review meetings

Acceptance Criteria: Delivery of the test plan and client acceptance of the plan.

Deliverable/Milestone Assumptions:

1. The scope of content to be included in the P05 Test Plan deliverable will be consistent with the acceptance criteria for the corresponding project phase





Number: P06	Name: Production Cutover Plan	
Stage: 3 – Testing & Training	Track: 1 – Project Management	Type: Deliverable

Description: The P06 Production Cutover Plan deliverable outlines the CherryRoad and City activities to transition to the production systems for the project phase. The deliverable will identify all the dependencies for initiating the cutover to production, the production migration itself, and the post–implementation processes that must be executed to stabilize the production system. The deliverable will include a step-by-step detailed cutover plan for migrating the data and metadata from the non-production environment into the production environment.

Sub-Deliverables/Milestones: There will be a Production Cutover Plan deliverable for each project phase, resulting in the following sub-deliverables:

- P06.1 Production Cutover Plan Phase 1
- P06.2 Production Cutover Plan Phase 2
- P06.3 Production Cutover Plan Phase 3

Format: Microsoft Word, Microsoft Project

Sunnyvale Role: The City will be responsible for completing the following tasks:

- Provide input for deliverable
- Attend deliverable review meetings
- Approve deliverable

CherryRoad Role: CherryRoad will be responsible for completing the following tasks:

- Create deliverable
- Facilitate deliverable review meetings
- Provide Knowledge Transfer and documentation

Acceptance Criteria: The P06 Production Cutover Plan deliverable will include a narrative plan, outlining the approach for deploying the system into the production environment include the following:

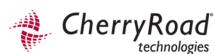
- 1. Tasks and dependencies for implementing the production infrastructure
- 2. Data conversion sequencing including extract generation and data load
- 3. Application configuration management through the completion of the cutover activities
- 4. Security configuration management through the completion of the cutover activities
- 5. Step-by-step tasks for completing the development objects (interfaces and reports/dashboards) migrations
- 6. Department production cutover considerations
- 7. Communication channels to follow during the production cutover
- 8. Fallback plan, if necessary

The P06 Production Cutover Plan will account for each cutover task needed to complete the migration to production and operational support, and the sequence of events that must be followed to complete the migration successfully. The deliverable will include an MS Project schedule. For all tasks required to complete the go live, the schedule will include:

- 1. Start date/time
- 2. End date/time
- 3. Primary resource assigned
- 4. Secondary resource assigned
- 5. Predecessor tasks
- 6. Comments

- 1. The scope of content to be included in the P06 Production Cutover Plan deliverable will meet the acceptance criteria listed above.
- 2. The granularity of tasks and timings to be tracked in the P06 Production Cutover Plan deliverable will be more detailed than what is regularly maintained in the project schedule. The information in the





Number: P06 Name: Production Cutover Plan

P06 Production Cutover Plan deliverables will not also be maintained in the project schedule; however, the Production Cutover Plan task will be tracked on the project schedule

A.2 Functional Deliverable Definitions

Nine (9) of the twenty-nine (29) deliverables/milestones reside in the Functional Implementation Track.

- 1. F01 Initial Discovery Questionnaires
- 2. F02 Conduct Prototype 1
- 3. F03 Gap Analysis
- 4. F04 Conduct Prototype 2
- 5. F05 Conduct Prototype 3
- 6. F06 Module Configuration Document
- 7. F07 Complete System Integration Test
- 8. F08 Complete User Acceptance Test
- 9. F09 Complete Production Support

The definitions for each of the eight (8) Functional Implementation Track deliverables/milestones are included below.





Number: F01	Name: Initial Discovery Questionnaires	
Stage: 1 – Planning & Discovery	Track: 2 – Functional	Type: Deliverable

Description: CherryRoad will provide a series of questionnaires for each module and any relevant options so that module leads can document Sunnyvale expectations, key business flows, data, and basic processes. The purpose of the questionnaires is for the CherryRoad team to obtain basic information on module configuration and related Sunnyvale business processes, data and potential gaps.

Sub-Deliverables/Milestones: There will be an Initial Discovery Questionnaires deliverable for each project phase, resulting in the following sub-deliverables:

- F01.1 Initial Discovery Questionnaires Phase 1
- F01.2 Initial Discovery Questionnaires Phase 2
- F01.3 Initial Discovery Questionnaires Phase 3

Format: Microsoft Word

Sunnyvale Role: The City will be responsible for completing the following tasks:

- Complete questionnaires
- Attend questionnaire review meetings
- Approve deliverable

CherryRoad Role: CherryRoad will be responsible for completing the following tasks:

- Prepare questionnaires
- Conduct questionnaire review sessions
- Analyze questionnaire responses
- Submit deliverable

Acceptance Criteria: The F01 Initial Discovery Questionnaires deliverable is complete for each project phase when the following tasks have been completed:

- 1. Questionnaires have been completed by CherryRoad and provided to the City project manager for distribution to City subject matter experts
- 2. CherryRoad has conducted questionnaire review sessions with the City assigned subject matter experts, thereby allowing the City to proceed with completing the questionnaires.
- 3. Analysis are applied to the requirements traceability based on results from the review sessions

- 1. The F01 Initial Discovery Questionnaires are the basis for the D01 Release 1 Prepare Prototype 1 Environment, and therefore will be completed by corresponding Sunnyvale business process subject matter experts in accordance with the project schedule.
- 2. F01 Initial Discovery Questionnaire review sessions will be conducted remotely by CherryRoad project team members.





Number: F02	Name: Conduct Prototype 1	
Stage: 1 – Planning & Discovery	Track: 2 – Functional	Type: Milestone

Description: An initial baseline prototype will be demonstrated showing functions, features, and capabilities of the Cloud Applications. A review of standard configurations, workflows, and delivered capabilities will be demonstrated by CherryRoad functional consultants.

Sub-Deliverables/Milestones: There will be a Conduct Prototype 1 milestone for each project phase, resulting in the following sub-deliverables:

- F02.1 Conduct Prototype 1 Phase 1
- F02.2 Conduct Prototype 1 Phase 2
- F02.3 Conduct Prototype 1 Phase 3

Format: NA

Sunnyvale Role: The City will be responsible for completing the following tasks:

- Attend prototype sessions
- Provide feedback in the prototype sessions
- Review updated documentation and outcome from the prototype sessions

CherryRoad Role: CherryRoad will be responsible for completing the following tasks:

- Prepare prototype sessions, utilizing the discovery session questionnaires and GFOA workflows as part of background
- Conduct CherryRoad lead prototype sessions

Acceptance Criteria: The F02 Conduct Prototype 1 milestone is complete for each project phase when the following tasks have been completed:

- 1. CherryRoad has published agendas for the prototype sessions listing the specific functions, features and capabilities to be included in the prototype sessions.
- 2. CherryRoad has conducted the prototype sessions in accordance with the published agendas
- 3. The following documents will be updated: requirements traceability matrix, fit/gap document, issues log document and design decision document.

4.

- F02 Conduct Prototype 1 prototype sessions will provide an initial review of the functions, features, and capabilities of the cloud application. There will be limited City specific configuration and business processes. The City acknowledges the prototype sessions will convey a basic understanding of the system only.
- 2. CherryRoad will provide minutes and definitions discussed and agreed upon in the prototype sessions
- 3. City requirements that were scheduled to be included in prototype 1 but then pushed to prototype 2 will be included within the payment plan. Requirements pushed from prototype 1 and not delivered in the F05 Conduct Prototype 2 will result in withholding payment of up to 20% of the F05 Conduct Prototype 2 deliverable, and not incur additional costs to the City.





Number: F03	Name: Gap Analysis	
Stage: 2 – Config & Prototypes	Track: 2 – Functional	Type: Deliverable

Description: The D01 Release 1 Prepare Prototype 1 will encompass approximately 20% of the requirements. Environment will be used by the project team to conduct the F03 Gap Analysis work sessions. For each module, a Gap Analysis will be prepared that identifies gaps between the requirements and delivered functionality and best practice configurations. Where "Gaps" exist, CherryRoad will document the gap and how the gap will be addressed via software configuration, custom report or process change. When appropriate the Gap Analysis will be re-visited prior to each Prototype.

Sub-Deliverables/Milestones: There will be a Gap Analysis deliverable for each project phase, resulting in the following sub-deliverables:

- F03.1 Gap Analysis Phase 1
- F03.2 Gap Analysis Phase 2
- F03.3 Gap Analysis Phase 3

Format: Microsoft Word, Microsoft Excel

Sunnyvale Role: The City will be responsible for completing the following tasks:

- Attend Gap Analysis work sessions
- Provide input for deliverable
- Review and approve deliverable

CherryRoad Role: CherryRoad will be responsible for completing the following tasks:

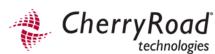
- Facilitate Gap Analysis work sessions, , utilizing the discovery session questionnaires and GFOA workflows as part of background
- Prepare and deliver Gap Analysis
- Facilitate deliverable review sessions

Acceptance Criteria: Prior to conducting the Gap Analysis work sessions, the project management team will designate the schedule, agenda, and attendees for each session. During the sessions, the project team will analyze the Oracle Cloud functionality and its ability to satisfy the corresponding Sunnyvale requirements. Following the Gap Analysis work sessions, the project team will produce a deliverable document that includes the following:

- 1. Updated Requirements List
- 2. Gap List by Functional Area
- 3. Gap resolution

- 4. Gap resolutions are limited to configuration changes, development of new reports/dashboards, or changes to City business processes
- Any proposed extensions to the application would require analysis of both system and cost impact. All
 extensions of the application would require agreement by both the City and CherryRoad.
 Considerations for extensions of the application will not delay approval of the F03 Gap Analysis
 deliverable





Number: F04	Name: Conduct Prototype 2	
Stage: 2 – Config & Prototypes	Track: 2 – Functional	Type: Milestone

Description: Conduct Prototype 2 will encompass approximately 50% of the requirements and represent a midpoint prototype with the purpose of focusing on high priority and complex Sunnyvale requirements and business processes. Initial City-specific data loads, chart of accounts and configurations will be utilized. Designated requirements will be demonstrated showing functions, features, and capabilities of the Cloud Applications. The review will be demonstrated by CherryRoad functional consultants.

Sub-Deliverables/Milestones: There will be a Conduct Prototype 2 milestone for each project phase, resulting in the following sub-deliverables:

- F04.1 Conduct Prototype 2 Phase 1
- F04.2 Conduct Prototype 2 Phase 2
- F04.3 Conduct Prototype 2 Phase 3

Format: NA

Sunnyvale Role: The City will be responsible for completing the following tasks:

- Participate in planning sessions to determine requirements to be included in F04 Conduct Prototype 2 prototype sessions
- Attend prototype sessions
- Provide feedback in the prototype sessions
- Review and Accept deliverables and outcome from the prototype sessions

CherryRoad Role: CherryRoad will be responsible for completing the following tasks:

- Prepare prototype sessions
- Conduct CherryRoad lead prototype sessions

Acceptance Criteria: The F04 Conduct Prototype 2 milestone is complete for each project phase when the following tasks have been completed:

- 1. CherryRoad has published agendas for the prototype sessions listing the specific functions, features and capabilities to be included in the prototype.
- 2. CherryRoad has conducted the prototype sessions in accordance with the published agendas
- 3. The Conduct Prototype 2 Milestone will serve as the functional unit test of the requirements included in the prototype sessions.

- 1. F04 Conduct Prototype 2 prototype sessions will provide an in-depth review of the functions, features, and capabilities of the cloud application to meet the City's high priority and complex requirements and business processes. The City specific configuration and data will be limited to that which is completed as part of the D03 Release 2 Prepare Prototype 2 Environment milestone.
- 2. City requirements not scheduled to be included in the F04 Conduct Prototype 2 prototype sessions will be deferred to F05 Conduct Prototype 3 prototype sessions, a later point in the project phase, or to a future project phase, as mutually agreed upon by the City and CherryRoad.
- 3. City requirements that were scheduled to be included in prototype 2 but then pushed to prototype 3 will be included within the payment plan. Requirements pushed from prototype 2 and not delivered in the F05 Conduct Prototype 3 will result in withholding payment of up to 20% of the F05 Conduct Prototype 3 deliverable, and not incur additional costs to the City.





Number: F05	Name: Conduct Prototype 3	
Stage: 2 – Config & Prototypes	Track: 2 – Functional	Type: Milestone

Description: Conduct Prototype 3 will encompass approximately 80% of the requirements and represent the last formal prototype with the purpose of focusing on those Sunnyvale requirements not reviewed in the F04 Conduct Prototype 2 prototype sessions or deferred to a later time. City-specific data loads, chart of accounts and configurations will be utilized. Designated requirements will be demonstrated showing functions, features, and capabilities of the Cloud Applications. Reports and interfaces that have been completed by the start of the prototype sessions will be included to demonstrate resolution to corresponding gaps. The review will be demonstrated by CherryRoad functional consultants.

Sub-Deliverables/Milestones: There will be a Conduct Prototype 3 milestone for each project phase, resulting in the following sub-deliverables:

- F05.1 Conduct Prototype 3 Phase 1
- F05.2 Conduct Prototype 3 Phase 2
- F05.3 Conduct Prototype 3 Phase 3

Format: NA

Sunnyvale Role: The City will be responsible for completing the following tasks:

- Participate in planning sessions to determine requirements to be included in F05 Conduct Prototype 3
 prototype sessions
- Attend prototype sessions
- Provide feedback in the prototype sessions
- Review and Accept deliverables and outcome from the prototype sessions

CherryRoad Role: CherryRoad will be responsible for completing the following tasks:

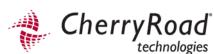
- Prepare prototype sessions
- Conduct CherryRoad lead prototype sessions

Acceptance Criteria: The F05 Conduct Prototype 3 milestone is complete for each project phase when the following tasks have been completed:

- 1. CherryRoad has published agendas for the prototype sessions listing the specific functions, features and capabilities to be included in the prototype sessions.
- 2. CherryRoad has conducted the prototype sessions in accordance with the published agendas
- 3. The Conduct Prototype 3 Milestone will serve as the functional unit test of the requirements included in the prototype sessions.

- 1. F05 Conduct Prototype 3 prototype sessions will provide an in-depth review of the functions, features, and capabilities of the cloud application to meet the City's requirements and business processes not demonstrated in F04 Conduct Prototype 2 prototype sessions or deferred to a later time. The City specific configuration and data will be limited to that which is completed as part of the D04 Release 3 Prepare Prototype 3 Environment milestone.
- 2. City requirements that were scheduled to be included in prototype 3 but then pushed to F07 System Integration Test will be included within the payment plan. Requirements pushed from prototype 3 and not delivered in the F07 System Integration Test will result in withholding payment of up to 20% of the F07 System Integration Test deliverable, and not incur additional costs to the City.





Number: F06	Name: Module Configuration Document	
Stage: 2 – Config & Prototypes	Track: 2 – Functional	Type: Deliverable

Description: The F06 Module Configuration Document marks the completion of Stage 2 – Configuration & Prototypes by documenting the Oracle Cloud Application configuration as agreed upon by the City and CherryRoad prior to the start of the acceptance testing test cycle. The Module Configuration Document will need to be kept up-to-date based on feedback from prototype sessions and other sessions to reflect the as-built module.

Sub-Deliverables/Milestones: There will be a Module Configuration Document deliverable for each project phase, resulting in the following sub-deliverables:

- F06.1 Module Configuration Document Phase 1
- F06.2 Module Configuration Document Phase 2
- F06.3 Module Configuration Document Phase 3

Format: Microsoft Word, Microsoft Excel

Sunnyvale Role: The City will be responsible for completing the following tasks:

- Provide input for deliverable
- Attend deliverable review sessions
- Approve deliverable

CherryRoad Role: CherryRoad will be responsible for completing the following tasks:

- Prepare and deliver Module Configuration Document
- Facilitate deliverable review meetings
- Maintain keeping the Module Configuration Document up-to-date as changes occur or bugs during testing lead to changes.

Acceptance Criteria: The F06 Module Configuration Documents will include the following information for the corresponding project phase:

- 1. Gap Analysis Matrix
- 2. Oracle Cloud Application functions, features, and capabilities being implemented
- 3. Oracle Cloud Application configuration by module and corresponding integrations, where applicable
- 4. Key configuration design decisions

Deliverable/Milestone Assumptions:

 The F06 Module Configuration Document represents the Oracle Cloud Application configuration at the end of Stage 2 – Configuration & Prototypes. The City and CherryRoad recognizes that configuration management is an ongoing effort, and the Oracle Cloud Application configuration will be updated during Stage 3 – Testing & Training and Stage 4 – Implementation & Support, after the deliverable itself has been approved by the City. The Module Configuration Document will be kept up-to-date as changes occur or bugs during testing lead to changes.





Number: F07	Deliverable Name: Complete System Integration Test	
Stage: 3 – Testing & Training	Track: 2 – Functional	Type: Milestone

Description: The F07 Complete System Integration Test milestone marks the completion of the System Integration Test cycle as defined by the P05 Test Plan deliverable. During system integration test the project team will fully convert data, test end-to-end business processes in the Oracle Cloud application, including converted data, interfaces, and reports/dashboards. Completion of the F07 Complete System Integration Test milestone certifies that the system is ready for user acceptance testing and end user training.

Sub-Deliverables/Milestones: There will be a Complete System Integration Test milestone for each project phase, resulting in the following sub-milestones:

- F07.1 Complete System Integration Test Phase 1
- F07.2 Complete System Integration Test Phase 2
- F07.3 Complete System Integration Test Phase 3

Format: NA

Sunnyvale Role: The City will be responsible for completing the following tasks in accordance with F05 Test Plan:

- Review system integration test scripts
- Participate in the execution of system integration test scripts
- Participate in the resolution of system integration test issues

CherryRoad Role: CherryRoad will be responsible for completing the following tasks in accordance with the F05 Test Plan:

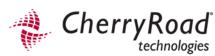
- Prepare system integration test scripts
- Lead the execution of system integration test scripts
- Lead the resolution of issues and problems uncovered during the system integration test cycle

Acceptance Criteria: The scope, participants, and schedule of F07 Complete System Integration Test milestone will follow the approach established by the P05 Test Plan deliverable. The F07 Complete System Integration Test milestone is complete when:

- 1. Requisite Test Scripts have been documented for the system integration test cycle
- 2. System integration test scripts have been executed or placed on hold by the City and CherryRoad
- 3. All issues have been recorded in accordance with the PO2 Project Management Plan
- 4. No critical issue as mutually agreed upon shall prevent the start of user acceptance testing and/or end user training remain open
- 5. Non-critical issues are placed on a parking lot, as mutually agreed upon, with a timeline defined to address those issues

- 1. The method for determining priority and urgency of test scripts and test issues will be defined by the P05 Test Plan deliverable.
- 2. F07 Complete System Integration Test will be executed in the environment established by the D05 Release 4 Prepared milestone.
- 3. In the event low priority conversion, interface, and report/dashboard development items, as agreed to by the City and CherryRoad, are outstanding at the start of the system integration test cycle, the project team may complete the F07 Complete System Integration Test milestone if both the City and CherryRoad agree on the approach. Approval of the milestone will not be withheld due to low priority development items, which the City and CherryRoad mutually agreed not to include in the system integration test cycle.
- 4. Where appropriate, issues not resolved and on the parking lot will result in maximum 20% withholding of payment until resolved





Number: F08	Deliverable Name: Complete User Acceptance Test	
Stage: 3 – Testing & Training	Track: 2 – Functional	Type: Milestone

Description: The F08 Complete User Acceptance Test milestone marks the completion of the User Acceptance Test cycle as defined by the P05 Test Plan deliverable. Completion of the F08 Complete User Acceptance Test milestone certifies that the system is ready for Go-Live.

Sub-Deliverables/Milestones: There will be a Complete User Acceptance Test milestone for each project phase, resulting in the following sub-miletsones:

- F08.1 Complete User Acceptance Test Phase 1
- F08.2 Complete User Acceptance Test Phase 2
- F08.3 Complete User Acceptance Test Phase 3

Format: NA

Sunnyvale Role: The City will be responsible for completing the following tasks in accordance with F05 Test Plan:

- Prepare user acceptance test scripts
- Execute user acceptance test cycle
- Document user acceptance test results

CherryRoad Role: CherryRoad will be responsible for completing the following tasks in accordance with the F05 Test Plan:

- Prepare unit, system, test scripts and methodology (if combining in one deliverable)
- Support Sunnyvale user acceptance test
- Resolve issues and problems uncovered during user acceptance test cycle
- •

Acceptance Criteria: The scope, participants, and schedule of F08 Complete User Acceptance Test milestone will follow the approach established by the P05 Test Plan deliverable. The F08 Complete User Acceptance Test deliverable is complete when:

- 1. Requisite Test Scripts have been documented for the user acceptance test cycle
- 2. User acceptance test scripts have been executed or placed on hold by the City and CherryRoad
- 3. All issues have been recorded in accordance with the PO2 Project Management Plan
- 4. No critical issue as mutually agreed upon preventing production go live remain open
- 5. Non-critical issues are placed on a parking lot, as mutually agreed upon, with a timeline defined to address those issues

Deliverable Assumptions:

- 1. The method for determining priority and urgency of test scripts and test issues will be defined by the P05 Test Plan deliverable.
- 2. F08 Complete User Acceptance Test will be executed in the environment established by the D05 Release 4 Prepared milestone.
- 3. In the event low priority conversion, interface, and report/dashboard development items, as agreed to by the City and CherryRoad, are outstanding at the start of the user acceptance test cycle, the project team may complete the F08 Complete User Acceptance Test milestone if both the City and CherryRoad agree on the approach. Approval of the milestone will not be withheld due to low priority development items, which the City and CherryRoad mutually agreed not to include in the user acceptance test cycle.
- 4. Where appropriate, issues not resolved and on the parking lot will result in maximum 20% withholding of payment until resolved.





Number: F09	Name: Complete Production Support	
Stage: 3 – Implement & Support	Track: 2 – Functional	Type: Milestone

Description: Following the D07 Production System Go Live, the CherryRoad project team will provide sixty (60) days of production support to the City for Phase 1 (ERP-Financials), ninety (90) days for Phase 2 (HCM), and thirty (30) days for Phase 3 (Extended HCM).

Sub-Deliverables/Milestones: There will be a Complete Production Support milestone for each project phase, resulting in the following sub-deliverables:

- F09.1 Complete Production Support Phase 1
- F09.2 Complete Production Support Phase 2
- F09.3 Complete Production Support Phase 3

Format: NA

Sunnyvale Role: The City will be responsible for completing the following tasks:

- Lead City production operations
- Participate in resolution of production issues and problems
- Attend remedial training as needed

CherryRoad Role: CherryRoad will be responsible for completing the following tasks:

- Support City production operations
- Lead resolution of production issues and problems
- Provide remedial training as needed
- Provide quick tips for Help Desk to use/distribute

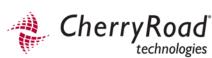
Acceptance Criteria: The F09 Complete Production Support milestone is complete when:

- 1. CherryRoad has participated in the implementation support period in accordance with the staffing plan
- 2. Sixty (60) days of production support to the City for Phase 1 (ERP-Financials), ninety (90) days for Phase 2 (HCM), and thirty (30) days for Phase 3 (Extended HCM)

Deliverable Assumptions:

- 1. The resolution of production issues is a cyclical operations' process where issues are continuously opened, analyzed, and resolved. Issues opened during the ninety (90) day CherryRoad production support period will be resolved by CherryRoad in order of priority. Issue prioritization will follow the standards for issue management as defined by the PO2 Project Management Plan deliverable. Production issues that cannot be resolved in the support period will be transitioned to the City for resolution, unless the City and CherryRoad mutually agree for CherryRoad to complete the issue resolution following the ninety (90) day production support period.
- 2. Any issues still on the parking lot during the 30, 60, 90 days will be resolved and system/user documentation updated accordingly





A.3 Development Deliverable Definitions

Seven (7) of the twenty-nine (29) deliverables reside in the Development Implementation Track.

- 1. D01 Release 1 Prepared
- 2. D02 Development Approach
- 3. D03 Release 2 Prepared
- 4. D04 Release 3 Prepared
- 5. D05 Release 4 Prepared
- 6. D06 Release 5 Prepared
- 7. D07 Production System Go Live

The deliverable definitions for each of the seven (7) Development Implementation Track deliverables are included below.

Number: D01	Name: Release 1 Prepared	
Stage: 1 – Planning & Discovery	Track: 3 – Development	Type: Milestone

Description: Following the distribution and review of the F01 Initial Discovery Questionnaires, the project team will determine the scope of configuration and development items required for the F02 Conduct Prototype 1 prototype sessions. The D01 Release 1 Prepared milestone is the completion of those configuration and development items required for the prototype sessions. For all development items the project team will follow the standards defined by the P02 Development Approach deliverable.

Sub-Deliverables/Milestones: There will be a Release 1 Prepared milestone for each project phase, resulting in the following sub-milestones:

- D01.1 Release 1 Prepared Phase 1
- D01.2 Release 1 Prepared Phase 2
- D01.3 Release 1 Prepared Phase 3

Format: NA

Sunnyvale Role: The City will be responsible for completing the following tasks:

- City assigned conversion tasks
- City assigned interface tasks
- City assigned report tasks
- City assigned security tasks

CherryRoad Role: CherryRoad will be responsible for completing the following tasks:

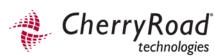
- CherryRoad assigned conversion tasks
- CherryRoad assigned interface tasks
- CherryRoad assigned report tasks
- CherryRoad assigned security tasks

Acceptance Criteria: The D01 Release 1 Prepared milestone will include the application configuration and development items scheduled for Prototype 1. Each D01 development item will be developed and unit tested in accordance with the standards defined by the D02 Development Approach.

Deliverable/Milestone Assumptions:

1. Following receipt of the completed F01 Initial Discovery Questionnaires, the CherryRoad Project Manager will provide a Release 1 schedule indicating the application configuration and development items that will be included D01 Release 1 Prepared.





Number: D01	Name: Release 1 Prepared
Number: Dor	italiic. Neicase I i reparea

2. The Prototype 1 sessions are schedule to be conducted at the start of the project, and therefore limited application configuration and development items will be available for the sessions.

Number: D02	Name: Development Approach	
Stage: 1 – Planning & Discovery	Track: 3 – Development	Type: Milestone

Description: The D02 Development Approach will describe in detail the tasks that will be performed to handle the City's conversion, interface, reporting, and security requirements. The deliverable will describe how these development items will be developed/configured, tested, and implemented in production.

Sub-Deliverables/Milestones: There will be a single D02 Development Approach deliverable completed during Phase 1, which will apply to all phases of the project. The deliverable will not be repeated in Phases 2 and 3.

Format: Microsoft Word

Sunnyvale Role: The City will be responsible for completing the following tasks:

- Provide input for the deliverable
- Attend deliverable review meetings
- Approve deliverable

CherryRoad Role: CherryRoad will be responsible for completing the following tasks:

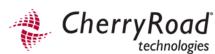
- Create the deliverable
- Facilitate deliverable review meetings

Acceptance Criteria: The D02 Development Plan will be an MS Word document that outlines a detailed plan to handle development items during the City implementation. The document will include the following:

- 1. Conversion strategy including conversion scope, approach, standards, timeline, testing method, City/CherryRoad roles, and assumptions.
- 2. Integration strategy including interface scope, approach, standards, timeline, testing method, City/CherryRoad roles, and assumptions.
- 3. Report/Dashboard strategy including reporting scope, approach, standards, timeline, testing method, City/CherryRoad roles, and assumptions.
- 4. Application security strategy including scope, approach, standards, timeline, testing method, City/CherryRoad roles, and assumptions.
- 5. Disaster Recovery/Business Continuity strategy
- 6. Knowledge transfer and sharing activities completed.

- 1. The conversion strategy will utilize a series of standard templates and tools to meet the conversion requirements for the project. The D02 Development Plan will not diverge from these standard templates, file formats, and conversion tools unless mutually agreed upon by the City and CherryRoad.
- The interface strategy will utilize a series of standard templates and tools to the extent possible to
 meet the interface requirements for the project. The D02 Development Plan will not diverge from
 these standard templates, file formats, and interface tools, unless mutually agreed upon by the City
 and CherryRoad





Number: D03	Name: Release 2 Prepared	
Stage: 2 – Config & Prototypes	Track: 3 – Development	Type: Milestone

Description: Following the F02 Conduct Prototype 1 milestone and in concert with the F03 Gap Analysis activities, the project team will determine the scope of configuration and development items required for the F04 Conduct Prototype 2 prototype sessions. The D03 Release 2 Prepared milestone is the completion of those configuration and development items required for the prototype sessions. For all development items, the project team will follow the standards defined by the P02 Development Approach deliverable.

Sub-Deliverables/Milestones: There will be a Release 2 Prepared milestone for each project phase, resulting in the following sub-milestones:

- D03.1 Release 2 Prepared Phase 1
- D03.2 Release 2 Prepared Phase 2
- D03.3 Release 2 Prepared Phase 3

Format: NA

Sunnyvale Role: The City will be responsible for completing the following tasks:

- City assigned conversion tasks
- City assigned interface tasks
- City assigned report tasks
- City assigned security tasks

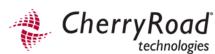
CherryRoad Role: CherryRoad will be responsible for completing the following tasks:

- CherryRoad assigned conversion tasks
- CherryRoad assigned interface tasks
- CherryRoad assigned report tasks
- CherryRoad assigned security tasks

Acceptance Criteria: The D03 Release 2 Prepared will include the application configuration and development items scheduled for Prototype 2. Each D03 development item will be developed and unit tested in accordance with the standards defined by the D02 Development Approach.

- 1. Following F02 Conduct Prototype 1 milestone, the CherryRoad Project Manager will provide a Release 2 schedule indicating the application configuration and development items that will be included in D03
- 2. The Prototype 2 sessions are schedule to be conducted following the Gap Analysis sessions. The focus of the Prototype 2 sessions will be to review the City's high priority and complex requirements.





Number: D04	Name: Release 3 Prepared	
Stage: 2 – Config & Prototype	Track: 3 – Development	Type: Milestone

Description: Following the F04 Conduct Prototype 2 milestone the project team will determine the scope of configuration and development items required for the F05 Conduct Prototype 3 prototype sessions. The D04 Release 3 Prepared milestone is the completion of those configuration and development items required for the prototype sessions. For all development items, the project team will follow the standards defined by the P02 Development Approach deliverable.

Sub-Deliverables/Milestones: There will be a Release 3 Prepare Prototype 3 Environment milestone for each project phase, resulting in the following sub-milestones:

- D04.1 Release 3 Prepared Phase 1
- D04.2 Release 3 Prepared Phase 2
- D04.3 Release 3 Prepared Phase 3

Format: NA

Sunnyvale Role: The City will be responsible for completing the following tasks:

- City assigned conversion tasks
- City assigned interface tasks
- City assigned report tasks
- City assigned security tasks

CherryRoad Role: CherryRoad will be responsible for completing the following tasks:

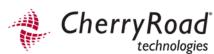
- CherryRoad assigned conversion tasks
- CherryRoad assigned interface tasks
- CherryRoad assigned report tasks
- CherryRoad assigned security tasks

Acceptance Criteria: The D04 Release 3 Prepared will include the application configuration and development items scheduled for Prototype 3. Each D04 development item will be developed and unit tested in accordance with the standards defined by the D02 Development Approach.

Deliverable Assumptions:

- 1. Following F04 Conduct Prototype 2 milestone, the CherryRoad Project Manager will provide a Release 3 schedule indicating the application configuration and development items that will be included in D04
- 2. The Prototype 3 sessions are schedule to be conducted at the end of Stage 2 Configuration and Prototypes. The focus of the Prototype 3 sessions will be to review the City's remaining requirements not covered by previous prototype sessions and not deferred to a later time.





Number: D05	Name: Release 4 Prepared	
Stage: 3 – Testing & Training	Track: 3 – Development	Type: Milestone

Description: Following the F05 Conduct Prototype 3 milestone the project team will determine the scope of configuration and development items required for the F07 System Integration Test environment. The D05 Release 4 Prepared milestone is the completion of those configuration and development items required for the system integration test. For all development items, the project team will follow the standards defined by the P02 Development Approach deliverable.

Sub-Deliverables/Milestones: There will be a Release 4 Prepared milestone for each project phase, resulting in the following sub-milestones:

- D05.1 Release 4 Prepared Phase 1
- D05.2 Release 4 Prepared Phase 2
- D05.3 Release 4 Prepared Phase 3

Format: NA

Sunnyvale Role: The City will be responsible for completing the following tasks:

- City assigned conversion tasks
- City assigned interface tasks
- City assigned report tasks
- City assigned security tasks

CherryRoad Role: CherryRoad will be responsible for completing the following tasks:

- CherryRoad assigned conversion tasks
- CherryRoad assigned interface tasks
- CherryRoad assigned report tasks
- CherryRoad assigned security tasks

Acceptance Criteria: The D05 Release 4 Prepare Acceptance Test Environment will include the application configuration and development items scheduled for system integration test. Each D05 development item will be developed and unit tested in accordance with the standards defined by the D02 Development Approach.

- 1. Following F05 Conduct Prototype 3 milestone, the CherryRoad Project Manager will provide a Release 4 schedule indicating the application configuration and development items that will be included in D05
- 2. System integration test sessions are schedule to be conducted during Stage 3 Testing and Training. All outstanding application configuration and development items required for user acceptance testing should be completed as part of D06 Release 5 Prepared.





Number: D06	Name: Release 5 Prepared	
Stage: 3 – Testing & Training	Track: 3 – Development	Type: Milestone

Description: Following the F07 Complete System Integration Test milestone the project team will determine the scope of configuration and development items required for the F08 User Acceptance Test environment. The D06 Release 5 Prepared milestone is the completion of those configuration and development items required for the user acceptance test. For all development items, the project team will follow the standards defined by the P02 Development Approach deliverable.

Sub-Deliverables/Milestones: There will be a Release 4 Prepared milestone for each project phase, resulting in the following sub-milestones:

- D06.1 Release 5 Prepared Phase 1
- D06.2 Release 5 Prepared Phase 2
- D06.3 Release 5 Prepared Phase 3

Format: NA

Sunnyvale Role: The City will be responsible for completing the following tasks:

- City assigned conversion tasks
- City assigned interface tasks
- City assigned report tasks
- City assigned security tasks

CherryRoad Role: CherryRoad will be responsible for completing the following tasks:

- CherryRoad assigned conversion tasks
- CherryRoad assigned interface tasks
- CherryRoad assigned report tasks
- CherryRoad assigned security tasks

Acceptance Criteria: The D06 Release 5 Prepare Acceptance Test Environment will include the application configuration and development items scheduled for user acceptance test. Each D06 development item will be developed and unit tested in accordance with the standards defined by the D02 Development Approach.

- 3. Following F07 Complete System Integration Test milestone, the CherryRoad Project Manager will provide a Release 5 schedule indicating the application configuration and development items that will be included in D06
- 4. Acceptance Test sessions are schedule to be conducted during Stage 3 Testing and Training. All outstanding application configuration and development items required for go live should be completed as part of D06.
- 5. During the final Acceptance, a Disaster Recovery test will be facilitated with CherryRoad and City staff involvement.





Number: D07	Name: Production System Go Live	
Stage: 4 – Implement & Support	Track: 3 – Development	Type: Milestone

Description: The D07 Production System Go Live milestone marks the completion of each task identified in the corresponding P06 Production Cutover Plan as being require for go live, and system users can log in, access data, and input data as required in the system.

Sub-Deliverables/Milestones: There will be a Production System Go Live milestone for each project phase, resulting in the following sub-milestones:

- D07.1 Production System Go Live Phase 1
- D07.2 Production System Go Live Phase 2
- D07.3 Production System Go Live Phase 3

Format: NA

Sunnyvale Role: The City will be responsible for completing the following tasks:

- Complete City assigned tasks as defined by P06 Production Cutover Plan
- Create final conversion files/data
- Support establishment of Production security and users
- Conduct final validation

CherryRoad Role: CherryRoad will be responsible for completing the following tasks:

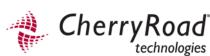
- Complete CherryRoad assigned tasks as defined by the P06 Production Cutover Plan
- Prepare, configure, and deliver Production System
- Establish production security and users
- Execute final conversions
- Support validation of Production data
- Knowledge transfer and user (system and end-user) documentation
- Design and Configuration documentation
- _

Acceptance Criteria: The acceptance criteria for this deliverable are the successful completion and documentation of each task in the corresponding P06 Deployment Plan 1 deliverable. For each task in the plan, the actual results will be captured including:

- 1. Task status
- 2. Actual resource assigned
- 3. Actual completion date/time
- 4. Comments

- 1. During the execution of the D07 Production System Go Live milestone, the project team will provide regular communications to the City user community regarding status and issues. The communication methods will be consistent with the O02 Organizational Change Management Plan.
- Resolution of all issues will be completed or a timeline identified for resolution agreed upon by the City.
- 3. Knowledge transfer and documentation complete
- 4. System Design and Configuration documentation is updated and complete
- 5.





A.4 Organizational Change Management Deliverable Definitions

Three (3) of the twenty-nine (29) deliverables reside in the Organizational Change Management Implementation Track.

- 1. O01 Stakeholder Analysis
- 2. O02 Organizational Change Management Plan
- 3. O03 Operations & Maintenance Plan

The deliverable definitions for each of the three (3) Organizational Change Management Implementation Track deliverables are included below.

Number: 001	Name: Stakeholder Assessment	
Stage: 1 – Planning & Discovery	Track: 4 – OCM	Type: Deliverable

Description: The identification and qualification of City employees and external stakeholders, at all levels, who may have an interest or connection with the project. This list will be used to schedule, draft, and distribute relevant messages and informational activities throughout the project. Stakeholders will be assessed in terms of their "Interest" and "Influence" regarding the Oracle Cloud ERP project. This qualification will help the project team focus and engage with those stakeholders deemed critical to project success.

Sub-Deliverables/Milestones: There will be a Stakeholder Assessment deliverable for each project phase, resulting in the following sub-deliverables:

- O01.1 Stakeholder Assessment Phase 1
- O01.2 Stakeholder Assessment Phase 2
- 001.3 Stakeholder Assessment Phase 3

Format: Microsoft Word, Microsoft Excel

Sunnyvale Role: The City will be responsible for completing the following tasks related to this deliverable:

- Identify City and external stakeholder roles
- Identify City employees in each role, by department
- Identify external stakeholders by role
- Lead assessment of stakeholder "Interest" and "Influence"
- Participate in necessary stakeholder interviews
- Create deliverable

CherryRoad Role: CherryRoad will be responsible for completing the following tasks:

- Draft assessment framework (Spreadsheet)
- Support the population of the stakeholder spreadsheet
- Support the assessment of stakeholder "Interest" and "Influence"
- Support stakeholder interviews
- Review deliverable and provide feedback to the City

Acceptance Criteria: The deliverable will be complete when the stakeholder spreadsheet is populated and an agreed upon reasonable number of stakeholders identified to be deemed necessary for engagement throughout the project. A summary assessment document (Word) will be drafted collaboratively by the OCM team describing how to engage the "necessary" stakeholders throughout the project.

- 1. The City will identify and qualify key stakeholders from each department in specified roles, and external stakeholders as appropriate.
- 2. The City will maintain and update the list of City stakeholders throughout the project.





Number: 002	Name: Organizational Change Manag	gement and Plan
Stage: 1 – Planning & Discovery	Track: 4 – OCM	Type: Deliverable

Description: The purpose of this O02 Organizational Change Management Plan deliverable is to define the approach, resources and schedule for each major component within the Organizational Change Management (OCM) implementation track that will be used to manage organizational change to support the City. Major OCM components include leadership support, department readiness, and communications.

Sub-Deliverables/Milestones: There will be a single O02 Organizational Change Management Plan deliverable completed during Phase 1, which will apply to all phases of the project. The deliverable will not be repeated in Phases 2 and 3.

Format: Microsoft Word

Sunnyvale Role: The City will be responsible for completing the following tasks related to this deliverable:

- Participate in O02 Organizational Change Management Plan work sessions
- Identify City communication vehicles available to the project team
- Participate in the creation of the deliverable

Upon completion of the plan, the Sunnyvale OCM lead will be responsible for facilitating the day to day work.

CherryRoad Role: CherryRoad will be responsible for completing the following tasks:

- Facilitate the O02 Organizational Change Management Plan work sessions
- Facilitate the creation of the deliverable

Upon completion of the plan, the CherryRoad OCM Lead will review plan progress and provide guidance.

Acceptance Criteria: The O02 Organizational Change Management Plan will establish the following for change management components for the City implementation project:

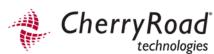
- 1. Scope of Organizational Change Management work
- 2. Leadership Support
- 3. Readiness (Working with leadership and departments) and Gap Analysis (skills, structure, personnel)
- 4. Communications

Regarding communications, the plan will define the scheduled one—way and two—way communications and will minimally include the following key variables associated with each form of communication:

- 1. Activity
- 2. Target Audience
- 3. Objective
- 4. Key Messages
- 5. Development Owner
- 6. Delivery Owner
- 7. Transmittal Option(s)
- 8. Frequency

- 1. Upon completion of the plan, the City OCM lead will be responsible for facilitating the day to day work, and the CherryRoad OCM Lead will review plan progress and provide guidance
- 2. The OCM plan will describe the readiness, communications, user feedback loop, and training frameworks to ensure they align with the OCM principles and practices.





Number: 003	Name: Operations & Maintenance Plan	
Stage: 3 – Testing & Training	Track: 4 – OCM	Type: Deliverable

Description: The O03 Operations and Maintenance Plan deliverable defines the support structure, roles, methods, policies, and procedures for managing the City's production environment post go-live. The deliverable defines the City's approach to transitioning from an implementation project team to a post implementation support organization.

Sub-Deliverables/Milestones: There will be an Operations & Maintenance Plan deliverable for each project phase, resulting in the following sub-deliverables:

- 003.1 Operations & Maintenance Plan Phase 1
- 003.2 Operations & Maintenance Plan Phase 2
- 003.3 Operations & Maintenance Plan Phase 3

Format: Microsoft Word

Sunnyvale Role: The City will be responsible for completing the following tasks related to this deliverable:

- Lead the O03 Operations & Maintenance Plan work sessions
- Create the deliverable
- Upon completion of the plan, the City will responsible for implementation of the O03 Operations & Maintenance Plan

CherryRoad Role: CherryRoad will be responsible for completing the following tasks:

- Participate in the O03 Operations & Maintenance Plan work sessions as requested by the City
- Provide best practice experience and recommendations for the 003 Operations & Maintenance Plan
- Support the creation of the deliverable
- Provide sample templates and documents where available

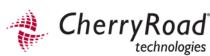
Acceptance Criteria: The O03 Operations and Maintenance Plan will provide planning and direction for the post implementation support stage.

- 1. Post Implementation Operations and Maintenance Support Objectives
- 2. Operations and Maintenance Support Teams, including roles and responsibilities
- 3. Operations and Maintenance Support Organization structure(s)
- 4. RACI Chart describing and comparing support organizations roles and responsibilities
- 5. Business Process and System Governance
- 6. Portfolio management including intake of requests, setting priorities and decision making
- 7. Help Desk Policies and Procedures
- 8. Security Policies and Procedures
- 9. Disaster Recovery/Business Continuity Policies and Procedures

Deliverable/Milestone Assumptions:

1. This deliverable will be developed in partnership with CherryRoad. The City will assume lead responsibility, and CherryRoad's OCM Lead will participate actively to ensure the deliverable related tasks are completed per the project schedule.





A.5 Training Deliverable Definitions

Four (4) of the twenty-nine (29) deliverables reside in the Training Implementation Track.

- 1. T01 Complete Foundation Project Team Training
- 2. T02 Training Plan
- 3. T03 Deliver Train-the-Trainer Training
- 4. T04 Deliver End User Training

The deliverable definitions for each of the four (4) Training Implementation Track deliverables are included below.

Number: T01	Name: Complete Foundation Project Team Training		
Stage: 1 – Planning & Discovery	Track: 5 – Training	Type: Milestone	

Description: Foundation Project Team Training is intended to serve as a system software orientation, and to provide City project team members with exposure to the Oracle Cloud architecture and navigation very early in the project. The early exposure will better enable the project team to effectively participate in the subsequent prototype and gap analysis sessions.

Sub-Deliverables/Milestones: There will be a Complete Foundation Project Team Training milestone for each project phase, resulting in the following sub-milestones:

- T01.1 Complete Foundation Project Team Training Phase 1
- T01.2 Complete Foundation Project Team Training Phase 2
- T01.3 Complete Foundation Project Team Training Phase 3

Format: Learning Management System (LMS)

Sunnyvale Role: The City will be responsible for completing the following tasks:

- Attend foundation project team training
- Complete applicable Oracle Training Oracle Foundation Course

CherryRoad Role: CherryRoad will be responsible for completing the following tasks:

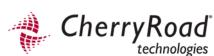
- Prepare foundation project team training sessions
- Suggest Oracle Training Oracle LaunchPad and Guided Learning Starter Packs
- Conduct foundation project team training sessions

Acceptance Criteria: The T01 Complete Foundation Project Team Training milestone is complete when City project team members have participated in and completed the designated training sessions. The sessions will cover the following subject matter:

- 1. Orientation provided on the basic system architecture (e.g., look and feel of the system, tool bars and icons, drop down lists, etc.) and system navigation
- 2. Orientation is also provided on the basic operations and transaction flow of each of the Cloud Applications modules individually, as well as how these modules work in an integrated fashion.

- The goal of Foundation Project Team Training is to give the core project team an overview of the software, so they have seen its basic features prior to going into the prototype sessions. The sessions will not provide City project team members with an in-depth understanding of the software features, functions, and capabilities
- 2. All foundation team orientation materials will be delivered utilizing a baseline LMS. No additional material will be developed.
- 3. Oracle Training participation is the responsibility of City project team members to gain a deeper understanding of the applicable module(s)





Number: T02	Name: Training Plan		
Stage: 2 – Config & Prototype	Track: 5 – Training	Type: Deliverable	

Description: The T02 Training Plan deliverable defines the training strategy to be adopted for the City's system implementation and presents an overview of the planned training courses and timeline for the end users, and Functional SMEs. System Administrator and Application Administrator training is performed via knowledge transfer. Administrators and Help Desk staff are welcome to attend end user training but there is no formal training specifically geared toward those roles.

Sub-Deliverables/Milestones: There will be a Training Plan deliverable for each project phase, resulting in the following sub-deliverables:

- T02.1 Training Plan Phase 1
- T02.2 Training Plan Phase 2
- T02.3 Training Plan Phase 3

Format: Microsoft Word

Sunnyvale Role: The City will be responsible for completing the following tasks:

- Provide trainee population data as requested by CRT for development of the deliverable
- Plan City training facilities
- Provide input for deliverable
- Attend deliverable review meetings
- Approve deliverable

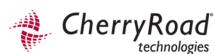
CherryRoad Role: CherryRoad will be responsible for completing the following tasks:

- Analyze City training requirements
- Create deliverable
- Facilitate deliverable review meetings

Acceptance Criteria: The T02 Training Plan deliverable documents the overall training plan. The plan will be considered complete when the following items have been determined:

- 1. Population of City employees that will require training
- 2. Preliminary Course Catalog that will be included in the training curriculum design sessions
- 3. End user training program milestones and project schedule
- 4. Post production support team training program milestones and project schedule (e.g., Help Desk, Functional SMEs, System Administrators, etc.)
- 5. Recommended Oracle training Oracle LaunchPad, Guided Learning Starter Packs
- 6. Recommended facilities and training logistics including classrooms and connectivity
- 7. Methods to be employed for training





Number: T03	Name: Deliver Train-the-Trainer Training		
Stage: 3 – Testing & Training	Track: 5 - Training	Type: Milestone	

Description: The T03 Deliver Train-the-Trainer Training milestone marks the completion of the Train-the-Trainer workshops attended by City trainers. Course enrollment and evaluation procedures are also included. Train-the-Trainer workshops are conducted in accordance with the T02 Training Plan deliverable.

Sub-Deliverables/Milestones: There will be a Deliver Train-the-Trainer Training milestone for each project phase, resulting in the following sub-milestones:

- T03.1 Deliver Train-the-Trainer Training Phase 1
- T03.2 Deliver Train-the-Trainer Training Phase 2
- T03.3 Deliver Train-the-Trainer Training Phase 3

Format: Learning Management System (LMS)

Sunnyvale Role: The City will be responsible for completing the following tasks:

- Identify and make available prospective City trainers
- Organize the logistics and attendees for the Train-the-Trainer workshops
- City trainers attend the Train-the-Trainer training workshops

CherryRoad Role: CherryRoad will be responsible for completing the following tasks:

- Plan the Train-the-Trainer workshops
- Create the training materials to be used through a combination of a Learning Management System (LMS) and custom content for the Train-the-Trainer SMEs
- Manage the delivery of the Train-the-Trainer workshops
- Conduct the Train-the-Trainer workshops

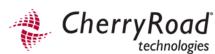
Acceptance Criteria: The T03 Train-the-Trainer milestone will be complete when each of the following Train-the-Trainer delivery tasks has been completed:

- 1. Complete training materials and walk through review sessions
- 2. Complete training workshops in accordance with the T02 Training Plan deliverable
- 3. CherryRoad trainers conduct first training class for each class with City trainers as attendees in accordance with T02 Training Plan deliverable

Deliverable/Milestone Assumptions:

1. The City will assist CherryRoad in creating custom content to prepare training materials for end-users.





Number: T04	Name: Deliver End User Training		
Stage: 3 – Testing & Training	Track: 5 - Training	Type: Milestone	

Description: The T04 Deliver End User Training milestone marks the completion of the End User Training classes as planned for in the T02 Training Plan deliverable. Course enrollment and evaluation procedures are included.

Sub-Deliverables/Milestones: There will be a Deliver End User Training milestone for each project phase, resulting in the following sub-deliverables:

- T04.1 Deliver End User Training Phase 1
- T04.2 Deliver End User Training Phase 2
- T04.3 Deliver End User Training Phase 3

Format: Learning Management System (LMS)

Sunnyvale Role: The City will be responsible for completing the following tasks:

- Assist in CBT and/or courseware creation
- Deliver End User Training
- Track training attendance
- Track training evaluation

CherryRoad Role: CherryRoad will be responsible for completing the following tasks:

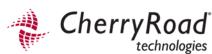
- Create/modify CBTs and/or courseware to be used in the LMS
- Support the end user training program
- Resolve LMS and/or training environment issues and problems
- Create the training materials to be used through a combination of a Learning Management System (LMS) and custom content for the End User Training SMEs

•

Acceptance Criteria: The T04 Deliver End User Training milestone will be considered complete when all end user training classes, as defined by the T02 Training Plan deliverable, have been conducted. Deliver training for Application Admin/Functional SMEs, System Admin/Technical Training and all are complete and conducted in a timely manner.

- 1. The City will assist CherryRoad in preparing training materials to be used using a combination of a Learning Management System (LMS) and custom content for the T03 Train-the-Trainer workshops.
- 2. The City will participate in . training for Application Admin/Functional SMEs, System Admin/Technical Training and all are complete and conducted in a timely manner.

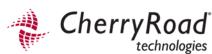




APPENDIX B GLOSSARY OF TERMS

- 1. **Acceptance Criteria** Acceptance criteria are the standards that must be achieved by the project team for an individual deliverable or milestone to be considered complete.
- 2. **CherryRoad Role** The function CherryRoad serves in the completion of an individual project deliverable or milestone. The CherryRoad role is defined in Appendix A for all project deliverables and milestones.
- 3. **Decision Document** The purpose of a decision document is to aid project leadership in evaluating complex, impactful project decisions. A decision document will explain a project issue, the corresponding decision that must be made, the pros and cons of possible resolutions, and the project team's recommendation for resolution.
- 4. **Deliverable** within a project phase, a deliverable is a documentation work product required for the completion of the project phase. Deliverables are managed in the project schedule with sub-tasks, predecessor tasks, and successor tasks designated. There is a definition of each deliverable included in Appendix A of the Statement of Work.
- 5. **Gantt Chart** A Gantt chart is a bar chart used in the Statement of Work to depict the project schedule for an individual project phase.
- 6. **Go Live Date** A single go live date is established for each project phase. The Go Live Date marks the date in which the system of record for the City's production business processes transition from the City's legacy system to the Oracle Cloud system.
- 7. Implementation Stage Each project phase is divided into four components called implementation stages. The four implementation stages are Planning & Discovery, Configuration & Prototypes, Testing & Training, and Implementation & Support. Implementation stages organize the project deliverables and milestones in the order in which they will be completed.
- 8. **Implementation Track** Implementation tracks are work streams that group similar deliverables and milestones according to those project team members and positions primarily responsible for the completion of those deliverables and milestones. There are five implementation tracks that are repeated for each project phase: Project Management, Functional, Technical, Organizational Change Management, and Training.
- 9. Milestone Within a project phase, a milestone is a progress point indicating the completion of key activities and the advancement of the project phase. Milestones are managed in the project schedule with sub-tasks, predecessor tasks, and successor tasks designated. There is a definition of each milestone included in Appendix A of the Statement of Work.
- 10. **Project Phase** The highest level in which project work is organized is identified as a project phase. For the City of Sunnyvale project there are four project phases: Phase 1 FMS, Phase 2 HCM, and Phase 3 Extended HCM. Each project phase aligns with a set of City business areas (i.e. General Ledger, Vendor Management, Purchasing/eProcurement,





- etc.). The Statement of Work then organizes the implementation approach, implementation timeline, implementation team, and payment schedule by project phase.
- 11. **Project Team** The project team is the joint group of City and CherryRoad staff assigned to the Oracle Cloud implementation project for the City of Sunnyvale.
- 12. **Prototype** For each project phase, three separate prototypes will be conducted. Prototypes are a series of work sessions where CherryRoad team members will demonstrate designated requirements by showing functions, features, and capabilities of the Cloud Applications.
- 13. **Release** A release is a planned cycle of application configuration, reports, interfaces, conversions, and security setup that is completed to prepare the non-production environment for key project activities such as prototype sessions, test cycles, and end user training. Within each project phase there will be five releases.
- 14. **Requirements Traceability** Requirements traceability is the ability to follow the life of a requirement through the implementation life cycle, identifying the functionality used to achieve the requirement and the satisfactory testing and validation of that system functionality.
- 15. **Requirements Traceability Matrix (RTM)** The requirements traceability matrix (RTM) is a spreadsheet that links requirements and test results, thereby demonstrating the scope of approved requirements has been achieved by the implementation of the Oracle Cloud system.
- 16. **Sunnyvale Role** The Sunnyvale Role is the function the City serves in the completion of project deliverables and milestones. The Sunnyvale Role is defined in Appendix A for all project deliverables and milestones.
- 17. Work Breakdown Structure (WBS) The work breakdown structure is a hierarchically organized representation of all the project work. The WBS divides the project tasks into smaller, manageable work packages for maintaining better control of the project tasks. A WBS numbering convention will be included in the project schedule, which is developed using Microsoft Project.
- 18. Work Breakdown Structure (WBS) Diagram In addition to the project schedule numbering convention, a WBS diagram has been created to provide a graphical depiction of the project phase deliverables and milestones.





APPENDIX C

CITY OF SUNNYVALE REQUIREMENTS AND CHERRYROAD/ORACLE RESPONSES

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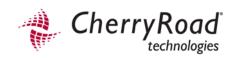


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Legend for Response Code

ID	DESCRIPTION	CODE
1	MEETS/EXCEEDS	M
2	CONFIGURATION REQUIRED	0
3	CUSTOMIZATION REQUIRED	С
4	DOES NOT MEET	D
5	ALTERNATE / THIRD PARTY	Α





1. General

1.1 User Interface

#	Requirement	Response Code	Response/Comments	
1.1.1	The user interface (UI) should be browser-based.	М	Oracle Cloud applications are managed and accessible via the most common internet browsers such as Chrome, Microsoft Internet Explorer, Safari, and Firefox.	
1.1.2	The UI should be well-designed, intuitive, and consistent (within and across modules of the ERP solution).	M	Simplicity, mobility, and extensibility are the driving themes behind the Oracle Cloud user experience.	
1.1.3	The UI should follow a set of rules consistent with web-based applications, e.g. "F1" for help, "Ctrl-P" for print, "Ctrl-S" for save, etc.	М	Oracle supports keyboard shortcuts that help you quickly perform several commonly used actions on the relevant user interface component without using a mouse.	
1.1.4	User screens are logically grouped, well thought out and contain all fields and information relevant to the screen.	М	Simplicity, mobility, and extensibility are the driving themes behind the Oracle Cloud user experience. Task panels on transaction pages reveal pages with additional relevant content.	
1.1.5	The users should be able to visually identify mandatory fields and unused fields should not be included on any screens.	М	Required fields are denoted with asterisks.	
1.1.6	Provide the ability to add user defined fields to screens and tables.	M	Oracle allows you to add user defined fields to your Oracle Cloud Application quickly, easily and without coding. These configurable fields are a part of the Oracle Cloud Application architecture and you can make use of them to capture more information as required by your business models and processes. The layered architecture of Oracle Cloud Applications ensures that configurations are protected through upgrades.	





#	Requirement	Response Code	Response/Comments
1.1.7	The UI should be efficient – common, frequently used transactions are completed with smallest number of mouse clicks or keystrokes.	М	Oracle supports user favorites and quick actions, as well as, task panels on transaction pages that reveal pages with additional content, and embedded analytics that enable actionable insights.
1.1.8	The overall solution should be integrated such that data is only entered once (single-points of data entry) and available real time.	М	Oracle Cloud Applications use standards-based integration technologies to ensure data is entered once and shared across the entire system. However, Oracle Cloud Applications are also modular in nature. Individual modules are designed to share data from other modules or remain self-sufficient based upon customer requirements. This ability is ideally suited to a phased implementation and allows you to add additional modules and functionality at your own pace.
1.1.9	Provide comprehensive, context-sensitive, online help and tutorials.	М	Applications Help works without you having to set anything up. Additionally, you can also customize help text that appears on the page, for example hints, and users with the appropriate roles can customize predefined help or add their own files to help.
1.1.10	Support mobile technologies (e.g. smartphones, tablets, etc.) without additional infrastructure.	М	Oracle Cloud applications are accessible via a web browser, thus users can utilize their mobile devices to access any part of the Oracle Cloud applications. In addition, Oracle Cloud applications also include native applications for popular mobile devices such as iPhone, iPad, and Android devices.
1.1.11	Provide online help that is context sensitive and content appropriate with manuals also available for download.	М	Users use the help icon to access Oracle Applications Help in the application. You can also access Oracle Applications Help at https://fusionhelp.oracle.com
1.1.12	Provide search functions that reach across all modules and are compliant with user security settings.	М	Oracle Cloud applications deliver a number of search tools to search and filter data. These include a broad Global Keyword search, as well as searches at the transaction level.



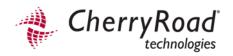


#	Requirement	Response Code	Response/Comments
1.1.13	Provide a UI that complies with current and future ADA compliance standards.	0	Oracle documents the accessibility status of each product or product family using the Voluntary Product Accessibility Template (VPAT). http://www.oracle.com/us/corporate/accessibility/vpats/index.html . Oracle cannot commit to future compliance standards.
1.1.14	Allow for the capture of internal or external justification, notes, or comments in all modules.	М	Oracle Cloud Applications capture comments throughout the application, where appropriate, and on workflow approvals. Additionally, Oracle Cloud embeds a native social platform OSN (Oracle Social Network) to support collaboration contextually related to the business processes.

1.2 Workflow

#	Requirement	Response Code	Response/Comments
1.2.1	Provide best practice workflow templates for all core financial, payroll, and HR transactions (e.g., payables processing, expense approval, purchase orders, GL transaction approval, payroll processing, budgeting, etc.).		Oracle Cloud leverages a standards-based workflow service to deliver a robust Workflow and Approvals engine that enables complex rules and routings.
1.2.2	Allow the City to configure workflows based on business rules.	М	We deliver workflows out of the box which can be further configured as needed.
1.2.3	Employ a rich set of attributes in determining which users participate in which steps in the approval processes (e.g. GL number segments, unique groupings, project/task codes, object/spend category codes, consideration of roles, etc.).	М	You can select approvers for a task, arrange approvers in the required sequence, define approval rules for each approver, and configure conditions for





#	Requirement	Response Code	Response/Comments
			each rule, including thresholds and user- defined criteria.
1.2.4	Provide automatic notification when user action is required.	М	Workflow tasks may be accessed by emails or worklists.
1.2.5	Support a paperless environment including the automatic generation of notifications and the tracking of approvals.	M	Oracle Cloud leverages a standards-based workflow service to deliver a robust Workflow and Approvals engine that enables complex rules and routings.
1.2.6	Track transactions submitted for approval and review with a date/time stamp.	М	Initiated transactions generate a composite process view that is available to the participants and administrator.
1.2.7	Send approval or other notifications via the City's email system.	M	Oracle hosts/configures the SMTP server for emails sent from the Cloud Applications. Users may use their email of choice to receive notifications and approval workflows.
1.2.8	Provide the ability to direct work to specific individuals or classes of individuals including: The ability to specify the business rules for the assignment of work to individuals	M	You can configure the following approval details, including: • When to issue approval notification
	The ability to specify the conditions which will trigger automated notifications and/or escalation of the item to a designated supervisor		 Who can access task contents What actions are available to approvers What to do when errors occur during approval routing



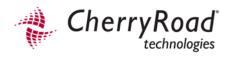


#	Requirement	Response Code	Response/Comments
			 When tasks expire or when should tasks be escalated Can approvers add other approvers
1.2.9	Allow for workflow review and approval through mobile devices.	M	Users may use their email of choice to receive notifications and approval workflows.
1.2.10	Allow for workflow delegation	М	Approvers can delegate their approval responsibilities to other approvers.

1.3 Document Management

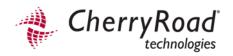
#	Requirement	Response Code	Response/Comments
1.3.1	Provide a robust document management solution that is available for every proposed module to support workflow processes, achieving to a paperless environment, and improve ability to perform research and analysis without relying on hardcopy files.	M	Oracle Cloud supports attachment of files to application transactions, where appropriate. Oracle Cloud supports a fully integrated invoice imaging solution that provides a seamless user experience, supporting the entire invoice lifecycle from scanning, recognition, and routing, to invoice entry, approval, and payment.
1.3.2	Provide the ability for attachment of multiple media types such as audio, video or images.	М	Images and document attachments are supported throughout the application, where appropriate. Oracle Cloud Applications support attachments via





#	Requirement	Response Code	Response/Comments
			upload, or specification of a link to a URL. Files types support include, but are not limited to .pdf, jpeg, etc.
1.3.3	Provide the ability to specify business rules to manage content to restrict the storage of duplicate items, file types, or items that exceed size thresholds.	D	Oracle Cloud applications prevent duplicates, manage file types and size, but this is not user configurable.
1.3.4	Provide the ability to automatically image and index documents created by the system including purchase orders, payroll checks, accounts payable, W2's, 1099's, etc.	M	Oracle Cloud delivers document capture capabilities, where electronic or soft copies of a document may be uploaded into the solution. Oracle Cloud supports a fully integrated invoice imaging solution that provides a seamless user experience, supporting the entire invoice lifecycle from scanning, recognition, and routing, to invoice entry, approval, and payment.
1.3.5	The images should be available by individual record; for example, an individual's paycheck and not the entire check run for the pay period.	M	Using the Documents of Record functionality, you identify the document types that users can access in a document type security profile. For example, Human resource (HR) specialists who manage the enterprise document types must access all document types.
1.3.6	Allow manually scanned images to be attached to appropriate transaction records. The module should prompt for scanned attachments.	М	Oracle Cloud supports a fully integrated invoice imaging solution that provides a seamless user experience, supporting the entire invoice lifecycle from scanning,





#	Requirement	Response Code	Response/Comments
			recognition, and routing, to invoice entry, approval, and payment.
1.3.7	Support for records management requirements including retention schedules.	D	Oracle Cloud does not currently purge or archive data, therefore all historical information and transactional data is maintained. There is no limit to the number of years that we maintain information.
1.3.8	Provide system coordination to allow batch processing of images. For example, allow accounts payable invoices received to be scanned in a batch and then associated with each purchase order.	M	Oracle Cloud supports a fully integrated invoice imaging solution that provides a seamless user experience, supporting the entire invoice lifecycle from scanning, recognition, and routing, to invoice entry, approval, and payment.

1.4 Reporting, Dashboard, and Data Inquiry

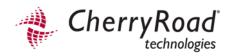
#	Requirement	Response Code	Response/Comments
1.4.1	Provide the functionality to create dashboards for city managers and for the public that provide information regarding performance in key areas in a graphic format that can be configured by City staff. The public dashboards should be publishable to the City's web site.	M	Oracle Transactional Business Intelligence (OTBI) is designed for operational users who want to create their own custom queries, reports, dashboards, charts, and graphs to aid daily decision-making.





#	Requirement	Response Code	Response/Comments
1.4.2	Provide the ability to enable staff to create and/or obtain reports or to export data with minimal training or assistance from the IT Department.	M	As an end-user tool, OTBI reduces reliance on IT for the creation and maintenance of reports, and provides the business with a fast, effective way to answer critical operational business questions. OTBI provides pre-packaged content covering the major processes and transaction attributes, plus pre-built human resource and financial reporting metrics.
1.4.3	Provide on-screen inquiry and ability to print results.	М	Oracle Business Intelligence allows user to interact and view reports online, publish to a portal, or schedule and deliver reports to destinations like printers, e-mail, or FTP.
1.4.4	 Provide robust search/inquiry capabilities for data analysis and inquiry. Examples include: User-selectable search criteria including ranges Ability to perform searches on a combination of fields using 'AND" and "OR" conditions Search "NULL" values Search with wildcards Apply 'contains', 'greater than', 'less than', 'not', and 'between' modifiers 	M	OTBI supports powerful analysis features such as drilldowns, calculations, and charts, as well as, filters and formatting.
1.4.5	Provide the ability to limit queries and reports by default to the user's organization/sub-unit.	M	OTBI adheres to application functional security.
1.4.6	Provide the ability to drill-down and drill-across from summary level to the underlying transactions and to the supporting source data and	М	Inquiries support drill-down from summary to detail transactions.





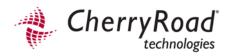
#	Requirement	Response Code	Response/Comments
	documents including, but not limited to, the ability to drill-down from GL journal lines to the source transactions in the sub-ledgers.		
1.4.7	Provide the ability to easily export search results directly to Excel, .PDF, and flat file formats, etc.	M	OTBI results may be exported to various formats, including Microsoft Office Excel, PowerPoint, and Adobe PDF.
1.4.8	Provide the ability to save configuration of frequently run inquiries/reports to personal and/or work group favorites.	M	OTBI reports may be saved to MyFolders or Shared Folders.
1.4.9	Provide the ability to publish inquiries/reports for use by other staff with system access & with results constrained based on the security profile of those users.	M	OTBI reports may be saved to MyFolders or Shared Folders.
1.4.10	Provide the ability to schedule when reports are run under automatic control.	M	Oracle Business Intelligence allows user to interact and view reports online, publish to a portal, or schedule and deliver reports to destinations like printers, e-mail, or FTP.
1.4.11	Provide the ability to notify a user-defined distribution list of an available report when report is complete and/or attach the completed report to the notification email.	M	A single report can be burst with secure content to multiple output formats and destinations on a scheduled basis. Reports can run based on a schedule that you define. You can schedule Alerts to deliver results to specific recipients or send notifications.
1.4.12	Provide security access within the reporting module based on security roles.	М	OTBI adheres to application functional security.
1.4.13	Provide ability to modify existing inquiries and reports to include new data elements.	M	Oracle Transactional Business Intelligence (OTBI) is designed for operational users who want to create their own custom





#	Requirement	Response Code	Response/Comments
			queries, reports, dashboards, charts, and graphs to aid daily decision-making. It also allows you to modify all delivered content.
1.4.14	Provide reporting capabilities to support budget and expense reporting and financial analysis including ability to address budget vs actual, expense reporting, journal reporting, and transactional reporting.	М	The application delivers pre-configured reports, dashboards, and inquiries to assist City staff with reporting and analytics.
1.4.15	Provide the ability to develop new reports which generate accurate results (results that complement those provided via canned reports and in-system inquiry).	M	Oracle Transactional Business Intelligence (OTBI) is designed for operational users who want to create their own custom queries, reports, dashboards, charts, and graphs to aid daily decision-making. It also allows you to modify all delivered content.
1.4.16	Provide the ability to run reports via vendor, task, and expense category.	M	The application delivers pre-configured reports, dashboards and inquiries to assist City staff with reporting and analytics.
1.4.17	Provide the ability to look up payment records in multiple ways (i.e., by vendor name, city department receiving service / product, date, etc.).	M	The application delivers pre-configured reports, dashboards and inquiries to assist City staff with reporting and analytics.
1.4.18	Provide the ability to generate aging reports for both receivables and payables.	M	The application delivers pre-configured reports, dashboards and inquiries to assist City staff with reporting and analytics.
1.4.19	Provide the ability to generate a list of liabilities (unpaid invoices).	M	The application delivers pre-configured reports, dashboards and inquiries to assist City staff with reporting and analytics.



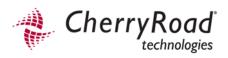


#	Requirement	Response Code	Response/Comments
1.4.20	Provide the ability to generate a list of all paid and pending invoices by from and to dates.	М	The application delivers pre-configured reports, dashboards and inquiries to assist City staff with reporting and analytics.
1.4.21	Provide the ability to generate standard, mandated reports including CAFR, State Controller's Report, and Regulatory Reports.	M	The solution provides capabilities to assist the City with the development and publication of the CAFR as well as other large narrative based documents such as the Budget Book.
1.4.22	Provide a comprehensive data dictionary and the ability to access the database directly to support ad hoc or special reporting.	А	Oracle provides Oracle Transaction Business Intelligence (OTBI) to support adhoc reporting requirements.

1.5 Other

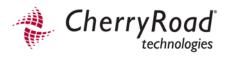
#	Requirement	Response Code	Response/Comments
1.5.1	Provide robust field validation (i.e. for date and number fields and fields that are validated against tables or specific values in a pull-down list).	M	Oracle Cloud Applications provides extensive edit checks to user-entered data, as well as, a unique layered configuration architecture to ensure application data validity and system stability.
1.5.2	Provide relational edits.	М	Oracle Cloud is a table-driven application with validations and edits.
1.5.3	Provide descriptive and meaningful error messages.	М	Oracle provides a set of predefined messages that are stored in a message





#	Requirement	Response Code	Response/Comments
			dictionary. To create additional messages or modify the existing ones, use the Manage Messages task in the Setup and Maintenance work area.
1.5.4	Validate mandatory fields before allowing user to progress to next screen and/or to save record.	М	Oracle Cloud is a table-driven application with validations and edits.
1.5.5	Prevent a user from making incorrect or invalid actions.	М	Oracle Cloud is a table-driven application with validations and edits.
1.5.6	Prompt a user before taking irreversible actions.	M	Oracle Cloud is a table-driven application with validations and edits.
1.5.7	Provide an Application Program Interface (API) that enables the City to define both inbound and outbound interfaces using a variety of protocols including, but not limited to, XML, delimited ASCII, and .txt files.	М	Oracle offers multiple ways to integrate Oracle Cloud applications with your existing infrastructure and information technology assets, whether integrations call for real- time or batch interaction.
			 Inbound Integration - For moving data into the Oracle Cloud applications, Oracle offers two simple solutions, File Based Loaders, and Spreadsheet Loaders.
			Outbound Integration - To export data from the Oracle Cloud applications, Oracle offers solutions, including HCM Extract and Oracle Transactional Business Intelligence (OTBI).





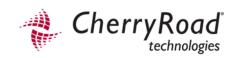
#	Requirement	Response Code	Response/Comments
			Web Services - Oracle Cloud applications support the use of Web Services to provide a standardized way of integrating Cloud services with other disparate application systems.
1.5.8	Provide APIs that allows the City to specify the editing criteria (including both field validation and consistency edits) to be applied to inbound transactions.	M	Inbound transactions adhere to defined application edits during import. Oracle offers an optional integration platform for automated orchestration and additional mapping and editing. Integration Cloud Service (ICS) is a simple and powerful integration platform in the cloud to maximize the value of your investments in SaaS and on-premises applications. It includes an intuitive web based integration designer for point and click integration between applications and a rich monitoring dashboard that provides real-time insight into the transactions, all running on a mature runtime platform on Oracle Public Cloud.
1.5.9	Provide APIs that can be linked to both workflow and business rules so that the City can specify the conditions to trigger the generation of an outbound interface transaction.	M	Outbound extracts may be scheduled. Oracle offers an optional integration platform for automated orchestration and additional mapping and editing. Integration Cloud Service (ICS) is a simple and powerful integration platform in the cloud to maximize the value of your investments in SaaS and on-premises applications. It





#	Requirement	Response Code	Response/Comments
			includes an intuitive web based integration designer for point and click integration between applications and a rich monitoring dashboard that provides real-time insight into the transactions, all running on a mature runtime platform on Oracle Public Cloud.
1.5.10	Provide APIs that provide the functionality for the City to specify whether outbound interface transactions should be sent immediately or stored and forwarded at a specific time or at specific intervals.	M	Atom feeds provide notifications of SaaS events and are tightly integrated with REST services. When an event occurs in Oracle HCM Cloud, the corresponding Atom feed is delivered automatically to the Atom server. The feed contains details of the REST resource on which the event occurred. Subscribers who consume the Atom feeds can use the REST resource to retrieve additional information about the resource. They can also orchestrate downstream processing based on the Oracle HCM event.
1.5.11	Provide the ability to specify the precision of data fields used to capture tax and interest calculations (up to four (4) digits to the right of the decimal point).	М	



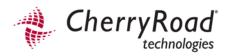


2. Finance

2.1 General Ledger (GL)

#	Requirement	Response Code	Response/Comments
2.1.1	Provide the ability to manage all of the City's revenues and expenditures including the ability to define additional categories and subcategories as needed.	M	The application provides a flexible chart of account structure. The chart of accounts structure can accommodate up to 30 alphanumeric segments of up to 25 characters for a maximum of 240 characters.
2.1.2	Provide the ability to create cost centers based on City's overall program structure.	M	The application provides a flexible chart of account structure. The chart of accounts structure can accommodate up to 30 alphanumeric segments of up to 25 characters for a maximum of 240 characters.
2.1.3	Provide support for journal entries; one-time, recurring, allocations and distributions, and the ability to apply reversals.	M	The application supports one-time journal entries which can be entered via the user interface or uploaded via spreadsheet. The application also supports recurring journal entries that can be scheduled on a user defined schedule. Complex, multiple step down allocation models are also supported within the application. Journal entries can be automatically reversed.
2.1.4	Provide automated year-end closing of revenue and expenditure accounts, posting of balances to subsequent year beginning balances.	M	When an authorized user opens the first fiscal period of a new fiscal year, the application will automatically calculate the closing balances for income statement accounts and balance sheet accounts for the fiscal year being closed and





#	Requirement	Response Code	Response/Comments
			create the appropriate balance data in the new fiscal year.
2.1.5	Provide ability to capture multiple dates; transaction dates, posting dates, data entry dates, etc.	M	The application captures the Create Date, Last Update Date, Create User and Last Update User for every transaction. In addition, the application also tracks numerous dates including accounting date, accounting period, reversal period and reconciliation date. Further, the system supports the ability to add user defined date fields to journal entries.
2.1.6	Provide support for cost accounting, distributed purchases, payments, labor costs, activities, and projects.	M	The application provides a flexible chart of account structure. The chart of accounts structure can accommodate up to 30 alphanumeric segments of up to 25 characters for a maximum of 240 characters.

2.2 Vendor Management

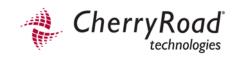
#	Requirement	Response Code	Response/Comments
2.2.1	Provide the ability to ensure that vendors meet minimum record requirements including 1099 and current business license (if required).	M	1099 status and supplier certifications can be managed on the supplier record.
2.2.2	Provide ability to store and update information for vendors including vendor contact information, 1099 information, mailing, and e-mail addresses, etc.	M	A supplier can have many an unlimited number of addresses, contact persons and e-mails maintained on the supplier record.





#	Requirement	Response Code	Response/Comments
2.2.3	Provide security by user for viewing or changing the tax ID or social security number field in the vendor master record.	M	The application security model provides roles to control the ability to update the vendor record.
2.2.4	Support 1099 and independent contractor reporting requirements.	М	The application supports 1099-MISC processing.
2.2.5	Provide the ability to specify multiple office locations for a vendor, each location having unique contact information.	М	The supplier record supports multiple Site locations for each supplier. Each Site may have unique contact information.
2.2.6	Provide the ability to view and select vendor information by a search feature or criteria, including business type.	М	Complex search and query capabilities are supported for the supplier records.
2.2.7	Provide the ability to de-activate vendors based on user-specified criteria (e.g. last payment date, etc.).	М	A supplier can be deactivated by entering and Inactive Date on the supplier record.
2.2.8	Allow vendor self-registration based on commodity codes or other identifiers, including profile maintenance and direct access to/notification of bid opportunities.	M	The proposed solution includes capabilities for self-service vendor registration and supports self-service profile maintenance for vendors.
2.2.9	Capable of vendor outreach via email based on user-defined criteria.	М	The solution allows for City specific qualification questionnaires to be developed and sent to all or selected portions of suppliers.
2.2.10	Ability to capture and track certification requirements of prime- and sub-contractors such as DBE, MBE, licensure and contractor registration.	М	The application supports the ability to track City configured certification types for suppliers. Certification include attachments and expiration dates.

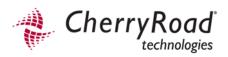




2.3 Purchasing and eProcurement

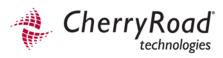
#	Requirement	Response Code	Response/Comments
2.3.1	Provide a solution that supports a range of purchasing methods/processes from requisition through purchase order and surplus disposal.	M	The solution supports a range of purchasing methods from requisition through purchase order and surplus disposal.
2.3.2	Provide integration with Business License System (HDL) to ensure vendors meet City licensing requirements.	0	Integration can be configured.
2.3.3	Provide the ability to track information for the entire life-cycle of the procurement (i.e. requisition through disposal).	M	Oracle's Fusion Purchasing Cloud Service together with Fusion Financial Cloud Service provides the ability to track information for the entire life-cycle of the procurement.
2.3.4	Provide a standard format for PO requisition.	М	The solution delivers a PO requisition template that is fully customizable by the City.
2.3.5	Provide the ability to pre-encumber/encumber requisitions and purchases against pre-determined budgets and validate that sufficient funds are available to cover the requisition.	M	The application provides a complete solution that integrates planning and budgeting and which proactively controls spending across the entire procure-to-pay transaction lifecycle including pre-encumbrances and encumbrances.
2.3.6	Provide the ability for purchasing to override the validation process based on pre-defined approval limits and automated routing of requests to supervisors for overrides that exceed the approval limits.	M	The City can configure which specific transactions are eligible to allow for budgetary control overrides.
2.3.7	Provide the ability that when a PO or requisition is cancelled or closed, pre-encumbrance and encumbered amounts will be released.	M	When a PO or requisition is canceled or closed the resulting accounting entries are sent to the





#	Requirement	Response Code	Response/Comments
			general ledger and the pre-encumbrance and/or encumbrance is correctly released.
2.3.8	Provide the ability to email/notify requester when PO's and Contracts are reaching a certain amount expended/% expended or approaching expiration date.	М	The City can configure amount or date based notifications for agreements and contracts.
2.3.9	Allow for an open PO to be maintained over multiple years.	М	Purchase Orders, Agreements and Contracts can be maintained over multiple fiscal years.
2.3.10	Provide flexibility to set purchase rules for dollar amounts and purchase type to direct workflow approvals.	M	The City can configure purchasing workflow rules based on multiple aspects and data elements on a purchase document including but not limited to dollar amounts, accounts, and document type.
2.3.11	Allow for multiple PO Types including one-time, annual, blanket, multi-department, etc.	M	Oracle Fusion Purchasing provides the following purchase order types: purchase order, blanket purchase agreement, and contract purchase agreement.
			Note: you can change the names of these documents to suit your business needs, but in their basic form the following describes their function:
			 Purchase Order You generally create a purchase order for a one-time purchase of various items. You create a purchase order when you know the details of the goods or services that you require,





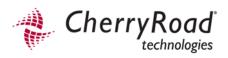
#	Requirement	Response Code	Response/Comments
			estimated costs, quantities, delivery schedules, and accounting distributions.
			• Blanket Purchase Agreement You create blanket purchase agreements when you know the details of the goods or services you plan to buy from a specific supplier in a period, but you do not yet know the detail of your delivery schedules. You can use blanket purchase agreements to specify negotiated prices for your items before actually purchasing them. Prices for items can be negotiated on a blanket purchase agreement by a procurement business unit which can then be made available to multiple requisitioning business units.
			• Contract Purchase Agreement You create a contract purchase agreement with your supplier to agree on specific terms and conditions without indicating the goods and services that you will be purchasing. You can later issue purchase orders referencing your contracts using terms negotiated on a contract purchase agreement by a procurement business unit which can then be made available to multiple requisitioning business units.
2.3.12	Provide the ability for the purchase of recurring services by automatically generating a requisition/purchase order based on pre-established criteria (i.e. Health Insurance, Cleaning Services, and Leased Vehicles).	D	





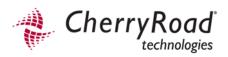
#	Requirement	Response Code	Response/Comments
2.3.13	Allow for the capture of internal or external justification, notes, or comments on purchase order.	M	Notes, justifications, comments and attachments can all be captured on a Purchase Order.
2.3.14	Allow for defined fiscal year close and roll-over dates at system and module level.	M	Oracle's Cloud Financial and Procurement application supports fiscal year close and roll over processes. As a part of this process in Purchasing Cloud Service, users will identify procurement transactions to carry forward into the new fiscal year. Users will also cancel or final close any procurement transactions not being carried forward to the new fiscal year. The application will automatically release the unused funds when you cancel or final close the procurement transactions. The appropriate encumbrances accounting entries to reverse the encumbrance balance are also created.
2.3.15	Provide a mechanism to capture potential fixed assets at time of procurement.	M	If a designated Asset Clearing account is entered on the PO/Req, the application will carry that account through Accounts Payable and identify the transaction as a Fixed Assets eligible transaction.
2.3.15	Provide ability to segregate or uniquely identify emergency suppliers by category.	M	The City may configure delivered description fields to identify vendors as desired. If one of the delivered fields isn't acceptable, the City may configure user defined fields to capture additional data about a vendor.





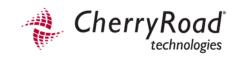
#	Requirement	Response Code	Response/Comments
2.3.16	Facilitate the creation of bid documents.	M	The solution supports the full bid lifecycle from identifying requisitions that need to be sourced from a RFx to building the bid documents through to evaluating responses and making awards.
2.3.17	Provide ability to distribute bid documents and interact with vendor community.	M	Interactions with registered vendors may take place through the Supplier Portal. For non-registered suppliers, amendment information may be communicated through the Abstract site provided with the solution.
2.3.18	Securely receive and open sealed bids, including bid item detail.	M	Suppliers registered for access to the Supplier portal may submit bids online. For suppliers that don't have access to the Supplier Portal, the City may enter surrogate responses. All responses are sealed unto the designated date on the bid.
2.3.19	Provide bid award functions, including split and lump sum.	M	The City may process bid awards including split and lump sum awards.
2.3.20	Provide the ability to manage pre- and post-bidding processes.	М	The application supports pre and post award processing including terms and conditions management and bid closing.
2.3.21	Provide the ability to generate automatic notifications and acknowledgements of bid addenda.	M	The application supports acknowledgment of addendums.
2.3.22	Provide the ability to manage local bid preferences.	М	Local Bid preferences can be listed as a requirement on a bid.





#	Requirement	Response Code	Response/Comments
2.3.23	Provide the ability to preclude (and/or flag) bidders from bidding who don't meet identifiable federal, state or local requirements.	M	The application supports limiting bid notifications to only invited suppliers identified by the City.
2.3.24	Provide the ability to create bid tabulations.	М	The application will generate the bid tabulation for supplier responses.
2.3.25	Facilitate use of e-catalogs and e-commerce.	М	City managed catalogs and vendor managed punch-out catalogs are supported.
2.3.26	Allow for maintaining a library of bid specifications and proposal requirements.	М	The application provides the capability of maintaining a bid requirements repository and a contract terms and condition library.
2.3.27	Accommodate best value proposal bidding and evaluation processes.	М	Best value evaluation is supported.
2.3.28	Support handling large complex bids with multiple funding sources such as capital construction projects which require bonding, contractor retention, progress payments, etc.	М	The application supports managing the bid process for large, complex bids.
2.3.29	Provide the functionality to conduct reverse auctions. (Optional)	М	Buy auctions are supported.





2.4 Accounts Payable

#	Requirement	Response Code	Response/Comments
2.4.1	Provide the ability to receive invoices electronically and automatically log them and queue them to designated staff members for processing (workflow functionality as identified in Section 1.2).	M	The application supports automated invoice imaging and entry. The City will be provisioned with a specific e-mail address to which vendors/staff may e-mail invoices which will be scanned and automatically entered into A/P. The application can route the scanned invoices to designated staff prior to workflow processing.
2.4.2	Provide ability to receive manual invoices, scan them, log them, and queue them to designated staff members for processing.	М	In addition to the automated invoice processing described in 2.4.1, the application supports staff members manually scanning invoices and attaching them to the invoice record.
2.4.3	Provide the ability to prepare invoices for payment including the apportionment of the invoice to specific accounts and then electronically route for review and approval.	M	The application supports invoice lines being apportioned to multiple accounts and routing invoices to City personnel via workflow.
2.4.4	Provide the ability for system to identify and/or flag invoices for inconsistencies based on user-specified matching rules such as the amount due, payment terms, etc.	M	The application will validate the invoice for amounts, dates and payment terms before allowing further processing. If issues are identified, the invoice will be placed on hold for resolution.
2.4.5	Provide ability to track contract balances and issue payments.	М	Available contract and purchase order balances are tracked for each purchasing document. Invoices and subsequent payment are managed in A/P.





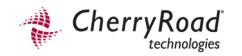
#	Requirement	Response Code	Response/Comments
2.4.6	Allow payment of multiple invoices from a vendor with a single payment to the vendor and generate a remittance advice.	М	The application supports generating a single payment for multiple invoices and the creation of a detailed remittance advice.
2.4.7	Provide accounting for deposits and retention based payments.	М	Prepayments are tracked in accounts Payable by vendor. Retention balances are not currently tracked.
2.4.8	Provide ability to generate an image of the payment advice and attach it to the vendor record.	M	The application supports the generation of the payment image and attachments to the vendor record. The process of adding the attachment to the vendor record is a manual process.
2.4.9	Provide ability to designate the type of payment (paper or electronic) and provide workflow to automatically route electronic payment requests to the City's designated financial service provider.	M	The application supports the ability to route Payments via workflow for approval. The preferred payment instrument can be identified on the vendor record and on the Invoice.
2.4.10	Provide ability to view the purchase order image, invoice image and payment image in vendor inquiry.	М	Individual document images can be accessed by drilling into the specific document from the vendor inquiry.
2.4.11	Provide ability to automatically calculate payment discounts based on user-specified criteria.	M	Payment discounts are automatically calculated based on the configuration of the application.
2.4.12	Provide ability to automatically calculate sales and use taxes as appropriate for items being paid.	M	Sales and use taxes can be automatically calculated. The City can choose to maintain specific jurisdictional tax rates or subscribe to a service that updates jurisdictional tax rate data.
2.4.13	Assign shipping and tax amounts at time of data entry.	М	Shipping and tax information is calculated when an invoice is being entered.





#	Requirement	Response Code	Response/Comments
2.4.14	Allow splitting charges among several cost centers, etc.	М	Invoice lines can be slit across many cost centers.
2.4.15	Provide ability to short close a PO.	М	When entering an Invoice, the user can choose to Final Match a PO which will short close the PO and relieve the remaining encumbrance.
2.4.16	Provide the ability to set up recurring payments to a vendor.	М	The application supports recurring invoices.
2.4.17	Provide the ability to generate multiple payment advices for vendors with multiple locations.	M	The application supports creating separate remittance advices by supplier Site.
2.4.18	Provide ability to recognize re-billable expenses and automatically create a workflow task to generate an invoice for recovery of expenses.	М	A post approval workflow task can be configured to alert a user to create a re-billable expense invoice.
2.4.19	Allow staff to view vendor detailed payment history (i.e. see all PO's outstanding and payments made).	М	The application supports reports and inquiries for detailed vendor history.
2.4.20	Provide the ability to view and select vendor information by criteria such as active vs. non-active, business type, etc.	М	The application supports reporting and inquiring on all vendor data.
2.4.21	Provide the ability to generate a list of vendor invoices that are pending payment (liability ledger).	М	The application supports reporting and inquiring on all vendor data.





2.5 Inventory and Warehouse Management

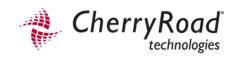
#	Requirement	Response Code	Response/Comments
2.5.1	Ability to establish inventory items, either manually or directly through purchase process.	M	The inventory item master is maintained as part of the inventory capabilities. New inventory purchases through procurement are fully integrated with inventory. Inventory quantities can be maintained manually in inventory as well.
2.5.2	Allow for multiple item types and/or allow sub- categories under parent item.	М	The solution supports many item types and allows parent child relationships for items.
2.5.3	Track storage/shelf life-cycles.	М	Storage and lot tracking are supported.
2.5.4	Provide barcoding/scanning of inventory.	Α	Third-party solution available (RFSmart).
2.5.5	Provide for disposal of unused inventory items.	М	Tracking of disposals and damaged inventory is supported.
2.5.6	Provide automated inventory replenishment at pre-defined reorder points.	М	Configuration of Min-Max order points and automated re-ordering based on reorder points is supported.
2.5.7	At point of re-order system should indicate order has been placed so manual tracking does not need to be kept.	M	When a re-order point is reached, the purchasing documents are automatically generated and routed for approval. Visibility into the re-order process is available from both a Purchasing and Inventory perspective.
2.5.8	Provide the ability to record all inventory activity movement and assignment of charges to projects and work orders.	М	All movement of inventory is captured whether that is an issuance of inventory items to a project or simply a transfer within inventory storage locations.





#	Requirement	Response Code	Response/Comments
2.5.9	Provide the ability to manage inventory at multiple locations.	М	The application supports multiple inventory locations.
2.5.10	Provide electronic form requests and workflow review and approvals.	М	Inventory issue requests can happen via electronic forms in the Inventory module or via an internal material transfer on a requisition.
2.5.11	Provide ability to manage tools and to apply billing for use by hour, day, project, etc. to programs and projects.	М	Tool and equipment usage is supported in the Project application.
2.5.12	Provide ability to use a mobile device to streamline process.	М	All inventory capabilities can be accessed from a mobile device.
2.5.13	Ability to run inventory evaluation by weighted averages or FIFO at month end.	М	Inventory valuation is calculated based on an average cost basis.
2.5.14	Provide the ability to reconcile inventory at year-end, at other specified intervals, and on-demand.	М	Annual reconciliation and physical inventory count capabilities are supported within the application.
2.5.15	Provide the ability to categorize and analyze inventory cost and usage based on user-defined classification systems.	М	Inventory cost and usage data is available for reporting and analytics within the application.
2.5.16	Facilitate timely vendor deliveries based on Just in Time (JIT) techniques.	М	Vendor delivery and performance data is captured within the application.
2.5.17	Provide ability or methods to track and report on inventory loss.	М	Inventory cost and usage data is available for reporting and analytics within the application.
2.5.18	Categorize and track different methods of surplus disposal such as sealed bids, auctions, negotiated sales, trade-ins, donations, etc.	М	Inventory cost and usage data is available for reporting and analytics within the application.

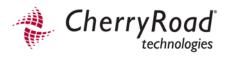




2.6 Fixed Asset Management

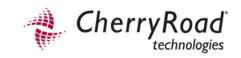
#	Requirement	Response Code	Response / Comments
2.6.1	Provide the ability to capitalize assets based on a work in process schedule over multiple fiscal years including the ability to capture a WIP balance.	M	The application supports the ability to capitalize assets based on a work in process schedule over multiple fiscal years including the ability to capture a WIP balance. General Ledger accounts are associated to the asset category including CIP cost accounts and CIP clearing accounts.
2.6.2	Asset creation through purchasing requisition, AP voucher and journal entries.	M	Users can add assets and cost adjustments directly into Assets from invoice information in Payables or from collecting construction-in-process (CIP) costs for capital assets you are building in Project Costing. Assets can also be added via a spreadsheet template or directly in the application.
2.6.3	Allow for an individual asset to have multiple funding sources but maintain the same asset id.	M	The application supports the ability for an asset with one asset id to have multiple funding sources.
2.6.4	Provide asset tag management or interface of data. (Optional)	А	Asset tag management is a 3 rd party solution through RFSmart.
2.6.5	Full asset maintenance (including transfers).	M	The application supports the ability to enter adjustments, retirements, impairments, transfers and descriptive changes for an asset. The asset history is available as an on-line inquiry or report.
2.6.6	Provide the ability to handle asset depreciation schedules, and ability to change depreciation methodology from a point in time	М	The application supports multiple, delivered depreciation methods as well as the ability to





#	Requirement	Response Code	Response / Comments
	and recalculate the depreciation based on the remaining life of the asset.		create customized schedules and rates. In any period after the one in which you added the asset, you can change any of the following: • Asset cost • Salvage value • Prorate convention • Depreciation method • Life • Rate • Bonus rule • Depreciation ceiling And recalculate based on the new or remaining life of the asset.
2.6.7	Provide the ability to handle asset disposal and retirement.	М	The application supports the ability to offer asset disposal and retirement.
2.6.8	Provide ability to extend the life of an asset beyond the end of depreciation.	М	The application supports the ability to extend the life of the asset beyond its deprecation life.
2.6.9	Provide the ability to manage the sale of an asset and receipt of revenue.	M	When an asset is retired and sold Fusion Assets creates journal entries for that period and creates journal entries for your general ledger for each component of the gain or loss amount. Assets also creates journal entries to clear the proceeds of sale and cost of removal
2.6.10	Provide support for GASB-34.	М	Oracle's Fusion Financial Cloud Service applications provide support for GASB 34. GASB 34 asset accounting enables users to report capital acquisitions as expenditures in fund





#	Requirement	Response Code	Response / Comments
			statements and as depreciating assets in the government-wide statements while continuing to charge the acquisitions to expense accounts in Oracle Purchasing and Oracle Payables.
			GASB 34 statements can be prepared provided that the user has an appropriately structured chart of accounts.
2.6.11	Provide the ability to track non-capitalized assets.	М	The application supports the ability to track non-capitalized assets.

2.7 Contract Management

#	Requirement	Response Code	Response/Comments
2.7.1	Provide ability to enter contract information including contact information for contractor, project and task information, milestone payment schedule, payment terms, incentives, etc.	M	The solution supports the tracking of multiple dates and deliverables for a contractor on a contract.
2.7.2	Provide ability to initiate payment request based on completion of milestone and route for approval.	M	Specific Deliverables can be tracked on Agreements and Purchase Orders. When the Deliverables are satisfied, payments may be initiated via Accounts Payable.
2.7.3	Provide ability to attach and view electronic documents such as status reports, emails, schedules, contract documents, etc.	M	The application supports the attachment of any type of document, text or URL to a contract.



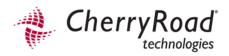


2.7.4	Provide ability to track contract status including payments, amendments, renewal status, changes in contact information, etc.	M	All activity against a contract is maintained. This activity includes change orders/amendments, payment data, expiration dates, contact information and more.
2.7.5	Provide the ability to generate notifications based on contract expiration date.	М	The City can define notifications for date and amount thresholds for a contract.
2.7.6	Provide ability to electronically execute/amend contracts using secure digital signatures.	M	The application is integrated with DocuSIgn for electronic document signatures. The City will require a DocuSign subscription.

2.8 Accounts Receivable

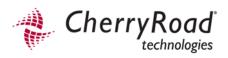
#	Requirement	Response Code	Response/Comments
2.8.1	Provide the ability to define multiple types of receivables, each type having unique payment terms.	М	The application supports City defined Invoice Transaction Types.
2.8.2	Provide ability for multiple levels of control in the generation of invoices (creator, reviewer, etc.), including the ability to create a standard invoice requisition.	M	An Invoice can be created and saved in an Incomplete status and then reviewed and moved to a Complete Status by different users based on security.
2.8.3	Provide ability to create and generate individual invoices and statements.	M	A City configurable invoice and statement form is provided with the application. The City can fully configure this form in multiple formats as desired.
2.8.4	Provide ability to create and generate recurring invoices including the ability to specify the billing cycle.	М	Recurring invoices can be setup at daily, weekly, monthly, quarterly and yearly intervals.





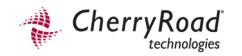
#	Requirement	Response Code	Response/Comments
2.8.5	Provide the ability to generate invoices based on specified triggering criteria.	М	Recurring invoices can be triggered based on dates.
2.8.6	Provide the ability to automatically calculate interest on unpaid balances and to automatically apply late fees based on terms set by fee type (i.e. different terms for permit fees vs. administrative citations, etc.).	M	Interest and Late Charges rules are defined on the Customer Profile. Interest and Late Charges can be applied based on a flat schedule or a tiered schedule.
2.8.7	Provide the ability to automatically recognize revenue and create receivable on creation of the invoice.	M	Revenue recognition is configured based on the City's accounting rules. The application can be configured to support immediate revenue recognition when an invoice is created.
2.8.8	Provide the ability to age and track receivables by debtor or cost center account.	М	The City can configure aging bands based on any period range (4 bucket, 5 bucket, 7 bucket).
2.8.9	Provide the ability to apply payments (including partial payments) to invoices and track outstanding balances.	М	Full or partial payments can be applied to one or many invoices.
2.8.10	Provide the ability to allocate payments to multiple invoices and/or accounts.	М	Full or partial payments can be applied to one or many invoices. If no invoice is available to match, a payment can be applied on account.
2.8.11	Provide the ability to receive credit card payments from an on-line payment portal or POS System and automatically post the revenue and update the account balance.	М	The application supports receiving payments from external payment processing providers via file based import or web service.
2.8.12	Provide the ability to reverse a payment and reinstate the invoice	М	Payments can be reversed and automatically reinstate the invoice.
2.8.13	Provide the ability to specify parent/child relationships within accounts for companies with multiple locations / divisions within the City.	М	Customer accounts can be linked on a parent child based on Registry ID.





#	Requirement	Response Code	Response/Comments
2.8.14	Provide the ability to define and manage payment plans.	М	
2.8.15	Provide the ability to generate notices for unpaid invoices based on user-specified criteria including 2 nd letter, final demand, etc.	М	The application supports single or multiple step dunning processes for outstanding receivables.
2.8.16	Provide the ability to refer accounts to a collection agency based on a user-defined business rule.	M	Outstanding receivables may be grouped into a Case which would signify that the outstanding transactions have been referred to collection.
2.8.17	Provide the ability to track accounts referred to collection.	M	Outstanding receivables may be grouped into a Case which would signify that the outstanding transactions have been referred to collection.
2.8.18	Provide the ability to reverse a collection referral.	M	Outstanding receivables can be removed from a Case if no longer applicable.
2.8.19	Provide the ability to process a refund check and/or to hold a credit balance.	M	A refund of an overpayment can be generated for a payment. The invoice request will be sent to Accounts Payable and Payments for processing and issuing the refund payment.
2.8.20	Provide the ability to pull repots of revenues billed based on accounting period or other user defined criteria.	М	All A/R data is accessible for reporting.
2.8.21	Provide the ability to add notes to customer accounts.	М	Attachments and Notes can be added to an Invoice and to a customer account.





2.9 Grants, Program and Project Management

#	Requirement	Response Code	Response/Comments
2.9.1	Provide the ability to track Grants, including funding entity, status of grant application, renewal dates, status reporting dates, grant budget and amount funded.	М	The application provides date tracking for numerous activity points for a grant. Further, any date information that is not delivered can be configured in a user definable date field as needed.
2.9.2	Provide the ability to allocate indirect costs to Grants and Programs and to track and report indirect costs to granting agencies.	M	Direct and Indirect costs are captured on grant funded projects and are eligible for billing to the granting agency.
2.9.3	Provide the ability to track specific grant requirements such as DVBE, LBE, SBE participation, etc. and generate compliance reports.	M	The City can configure required terms and conditions as well as compliance items on each grant with designated expiration dates.
2.9.4	Provide the ability to create programs and projects for Grants	М	A grant can fund many projects and a project can be funded by many grants.
2.9.5	Provide the ability to create multiple projects for programs including the budgeted amount.	M	The application supports many projects and projects can be grouped to create programs. Each project can have multiple budget versions.
2.9.6	Provide the ability to create multiple tasks per project including budgeted amount per task.	М	Projects can have a multi-level task structure which can vary by project. Project budgets can be defined at a project level or at a task level.
2.9.7	Provide the ability to charge staff to tasks including budgeted and actual hours.	М	The application supports multiple resource structures including staff members and equipment.





#	Requirement	Response Code	Response/Comments
2.9.8	Provide the ability to identify by task whether over-time hours can be reported.	M	Project financial controls can be defined on each project to control exactly what types of costs can be charged to a project.
2.9.9	Provide the ability to generate scheduled and ad-hoc reports regarding program and project status including hours billed to date and by period, actual billed hours vs. budgeted hours to date and by period, etc.	M	All project data is accessible for reporting purposes.
2.9.10	Provide ability for next-tier management to designate and modify project owners.	М	All project team members can be maintained and modified on a project.
2.9.11	Provide the ability to import and export project data to programs such as MS Project. (Optional)	М	Integration to Microsoft Project is supported.

2.10 Leases, Loans and Investments

#	Requirement	Response Code	Response/Comments
2.10.1	Provide the ability to recognize interest earned, post to GL, accrue at year-end.	M	
2.10.2	Provide the ability to selectively reverse accruals at the beginning of the fiscal year.	M	
2.10.3	Provide the ability to capture earning statements electronically, recognize interest, and post to the GL.	С	Anticipates creating an interface to Sympro.
2.10.4	Provide the ability to track renewable loans and lines of credit including the generation and routing of tasks for loan and lease renewals.	С	Anticipates creating an interface to Sympro.



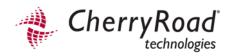


2.10.5	Provide the ability to create amortization schedules and import amortization schedules. (OPTIONAL)	С	Anticipates creating an interface to Sympro.
2.10.6	Provide the ability to calculate deferred interest for loans and post to the GL.	С	Anticipates creating an interface to Sympro.
2.10.7	Provide integration or file exchange with Sympro.	С	
2.10.8	Support the management of housing loans, director mortgage loans, and property leases, including imputed income.	D	

2.11 Bank Account Management and Reconciliation

#	Requirement	Response Code	Response/Comments
2.11.1	Accommodate management and transactions for multiple banks and bank accounts.	M	The application supports the management of multiple bank accounts.
2.11.2	Provide the ability to import bank statements to reconcile the bank accounts to the GL at the transaction level.	М	The application imports bank statement files in a BAI2 industry standard format.
2.11.3	Provide the ability to import payment information from third party solutions (e.g. EZLinks, InfoSend, VSI, etc.).	M	Payment data from external sources can be integrated into the Accounts Receivable module. Payments from the A/R module are available in the Account Reconciliation function for reconciliation to bank statements.
2.11.4	Ability to streamline or simplify NSF check processing, including payment reversal and GL account reversal, rebill with NSF check charge and track all history on customer record.	M	NSF payments can be identified from bank statements. The input of NSF transaction for a payment is manual.
2.11.5	Provide the ability to see the current status of checks (outstanding, cleared, stop payment).	М	Payment status is visible for all payments issued by the application.



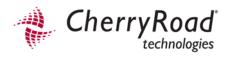


#	Requirement	Response Code	Response/Comments
2.11.6	Provide the ability to void or reverse an electronic payment and to re-generate it as needed.	M	The application supports void and re-issue functionality.

2.12 Cashiering and Till Management

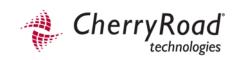
#	Requirement	Response Code	Response/Comments
2.12.1	Provide cashiering and till management functionality or the ability to integrate with a COTS point of sale system.	A	CORE Technologies solution included in proposal.
2.12.2	Provide the ability to define multiple tills.	А	CORE Technologies solution included in proposal.
2.12.3	Provide the ability to define multiple till groups and to group individual tills.	А	CORE Technologies solution included in proposal.
2.12.4	Provide the ability to define multiple fee schedules, and transaction types within a fee schedule (licenses, permits, etc.) and to assign a default fee schedule to a till group.	A	CORE Technologies solution included in proposal.
2.12.5	Provide the ability to assign a cashier and a supervisor to a till.	А	CORE Technologies solution included in proposal.
2.12.6	Provide the ability to accept multiple payment types (cash, credit cards, etc.) – credit card processing must be PCI-compliant.	A	CORE Technologies solution included in proposal.
2.12.7	Provide the ability for a supervisor to open and close a till.	А	CORE Technologies solution included in proposal.





#	Requirement	Response Code	Response/Comments
2.12.8	Provide the ability to reconcile a till by payment type or transaction type.	А	CORE Technologies solution included in proposal.
2.12.9	Provide the ability to generate till reports by payment type or transaction type.	А	CORE Technologies solution included in proposal.
2.12.10	Provide the ability to generate a revenue transmittal report for a till group.	А	CORE Technologies solution included in proposal.
2.12.11	Provide the ability to generate receipts.	А	CORE Technologies solution included in proposal.
2.12.12	Provide standard point of sale functionality (customer display, cash drawer, etc.).	А	CORE Technologies solution included in proposal.
2.12.13	Provide integration between cashiering and the account receivable module.	А	CORE Technologies solution included in proposal.
2.12.14	Provide the ability to identify multiple payment types including cash, check, credit card and electronic payments to facilitate reconciliation.	А	CORE Technologies solution included in proposal.





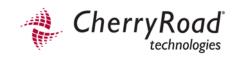
2.13 Reporting

#	Requirement	Response Code	Response/Comments
2.13.1	Provide ad hoc reporting tools to support budget and expense reporting, financial analysis, vendor management, etc.	M	The application delivers an ad-hoc reporting tool for accessing data within the subject areas for which a user has security access.
2.13.2	Provide pre-configured reporting and inquiry ability to address budget vs actual, expense reporting, journal reporting, transactional reporting.	М	The application delivers pre-configured reports, dashboards and inquiries to assist City staff with reporting and analytics.
2.13.3	Provide the capability to prepare and publish the Comprehensive Annual Financial Report (CAFR).	M	The solution provides capabilities to assist the City with the development and publication of the CAFR as well as other large narrative based documents such as the Budget Book.
2.13.4	Provide the ability to report on all data fields within the system.	М	All data fields are accessible for reporting within the delivered reporting tools.

2.14 Budget Interface

#	Requirement	Response Code	Response/Comments
2.14.	Provide an interface to the City's 3 rd party budget system.	С	

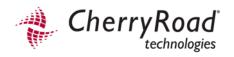




2.15 Budget (Optional)

#	Requirement	Respons e Code	Response/Comments
2.15.1	Provide ability to model allocation of indirect costs to grants and to automatically allocate.	M	The Oracle Planning and Budgeting Cloud Service is highly configurable application with the ability to model data using standard or custom allocation methods. Calculations can be staged to execute manually by user or automatically based on rules determined by the customer and systems integrator. The Oracle Planning and Budgeting Cloud Service leverages the powerful Oracle Essbase OLAP calculation engine and a comprehensive rules framework to enable fast processing of complex calculations for large volumes of data. Time and data intelligence built into the service provides out of the box spreading and fast on-demand aggregation capabilities. By creating and sharing on-the-fly models, you can quickly build and collaborate using Microsoft Excel and Web interfaces.
2.15.2	Provide ability to develop multi-year operating budgets.	M	The Oracle Planning and Budgeting Cloud Service can develop multi-year operating budgets. This cloud service is based on a multi-dimensional database which allows an organization to define what level to track budget information. The timeframe is an item defined in the initial application setup.
2.15.3	Provide ability to develop 20-year capital budgets.	М	The Oracle Planning and Budgeting Cloud Service can develop 20 year capital budgets. This cloud service is based on a multi-dimensional database which allows an organization to define what level to track capital budget information. The timeframe and budgetary elements





#	Requirement	Respons e Code	Response/Comments
			(program, project, account code, Fund, etc.) are items defined in the initial application setup.
2.15.4	Support projection modeling for "what if" scenario.	M	The Oracle Planning and Budgeting Cloud Service is designed to be managed and maintained by Finance Dept. Business rules can be managed and updated via a graphical interface with functionality similar to functions within Microsoft Excel. The Oracle Planning and Budgeting Cloud Service is highly configurable, so users can create multiple "What if" scenarios and versions of budget models. Customers would work with the systems integrator on the best approach to providing what-if capabilities to it users. The Oracle Planning and Budgeting Cloud Service leverages the powerful Oracle Essbase OLAP calculation engine and a comprehensive rules framework to enable fast processing of complex calculations for large volumes of data. Time and data intelligence built into the service provides out of the box spreading and fast ondemand aggregation capabilities. By creating and sharing on-the-fly models, you can quickly build and collaborate using Microsoft Excel and Web interfaces.
2.15.5	Provide a detailed discussion of how the proposed solution supports 20-year project budgeting.	M	The Calendar dimension within Planning and Budgeting Cloud Service enables continuous planning and budgeting across multiple years and time periods. The system can support up to 100 years and 500 time periods per year.
2.15.6	Provide a detailed discussion of the functionality of the budgeting piece of the proposed solution including capabilities and limitations.	М	Oracle's Planning and Budgeting Cloud Service is a centralized, Microsoft Excel- and Web-based planning, budgeting, and forecasting application that integrates financial and operational planning processes. The





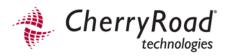
#	Requirement	Respons e Code	Response/Comments
			software provides an in-depth look at business operations and its related impact on financials, by tightly integrating financial and operational planning models. With the supporting applications, Sunnyvale can meet its immediate financial planning needs while enabling a platform for future cross-functional expansion and automated process integration.
2.15.7	Provide a detailed discussion how the proposed solution supports performance based budgeting.	M	Oracle's Planning and Budgeting Cloud Service connect strategy with execution and give users complete control over plans. Users can plan at the varying levels of detail needed for the function as well as connect plans together across the City. This enables greater transparency into the planning process with a clear audit trail to all lines of business. Key Performance Indicators (KPIs) can be defined and track the performance of a metric against expected outcomes. The results can be viewed on line, in a report, or dashboard.
2.15.8	Provide the ability to define the budget in multiple layers including Department, Program, and Cost Center.	M	The Oracle Planning and Budgeting Cloud Service is based on a multi-dimensional database which allows an organization to define what level to track information at multiple levels and multiple attributes of data. The hierarchical levels would be defined by the organization. The Systems Integrator would work with the customer to determine the necessary budget attributes (Dept, Program, CC, Fund, Project, etc.) required for budgeting, forecasting, modeling and reporting.





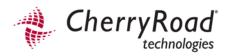
#	Requirement	Respons e Code	Response/Comments
2.15.9	Provide the ability to define multiple work products for an activity.	М	The Oracle Planning and Budgeting Cloud Service is based on a multi-dimensional database which allows an organization to define what level to track information at multiple levels and multiple attributes of data.
2.15.10	Provide the ability to allocate indirect costs such as space, computers, and employee benefits to cost centers.	M	The Oracle Planning and Budgeting Cloud Service is highly configurable so how indirect costs are allocated to direct costs would be determined by working with a system integrator to determine the best way to accomplish that within the solution. The Oracle Planning and Budgeting Cloud Service leverages the powerful Oracle Essbase OLAP calculation engine and a comprehensive rules framework to enable fast processing of complex calculations for large volumes of data. Time and data intelligence built into the service provides out of the box spreading and fast ondemand aggregation capabilities. By creating and sharing on-the-fly models, you can quickly build and collaborate using Microsoft Excel and Web interfaces.
2.15.11	Ability to view/change/update/add performance measures and related data during each biennial budget process or as needed.	M	The Oracle Planning and Budgeting Cloud Service is based on a multi-dimensional database which allows an organization to define what level to track information at multiple levels and multiple attributes of data. Performance measures and related data can be added, updated, changed and view by users.
2.15.12	Create and update measures with targets and actuals for different periods (monthly, quarterly, annually, etc.).	М	The Oracle Planning and Budgeting Cloud Service is highly configurable so what level of detail being captured would be determined by the organization requirements. The Systems Integrator would work with the customer to





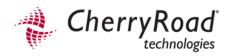
#	Requirement	Respons e Code	Response/Comments
			define the measures, Target, Actuals, frequency of data updates.
2.15.13	Ability to track and store performance measures over time.	M	The Oracle Planning and Budgeting Cloud Service leverages the powerful Oracle Essbase OLAP calculation engine and a comprehensive rules framework to enable fast processing of complex calculations for large volumes of data. Time and data intelligence built into the service provides out of the box spreading and fast on-demand aggregation capabilities. By creating and sharing on-the-fly models, you can quickly build and collaborate using Microsoft Excel and Web interfaces.
2.15.14	Ability to update tables with various rates, including COLA rates, variable benefits, fixed benefits, and other personnel related rates.	M	The Oracle Planning and Budgeting Cloud Service is highly configurable so how various labor rates are associated with employee labor category would be determined by working with a system integrator to determine the best way to accomplish that within the solution The Oracle Planning and Budgeting Cloud Service leverages the powerful Oracle Essbase OLAP calculation engine and a comprehensive rules framework to enable fast processing of complex calculations for large volumes of data. Time and data intelligence built into the service provides out of the box spreading and fast on-demand aggregation capabilities. By creating and sharing on-the-fly models, you can quickly build and collaborate using Microsoft Excel and Web interfaces.
2.15.15	Provide on-line queries including drill-down & drill-across functionality for under-lying details.	М	The Oracle Planning and Budgeting Cloud Service offers comprehensive integration with Microsoft Office tools such as Microsoft Excel, Word and PowerPoint. Users can





#	Requirement	Respons e Code	Response/Comments
			also view planning data forms from within Microsoft Excel with the same functionality as the web based interface. They can perform drill-ups and drill-downs on rows and columns in an identical manner in both interfaces (web and Excel). Both interfaces also support ad hoc analysis of data where rows, column and page dimensions can be pivoted differently to create different views of the same data. In addition, users can create Word or PPT documents with direct links to data values within the Oracle Planning and Budget Cloud Service. Example, Budget Briefing Presentations can be created once and updated monthly to retrieve the most current data values.
2.15.16	Outputs that are exportable to various file output formats (particularly Excel).	M	The Oracle Planning and Budgeting Cloud Service includes financial reporting functionality to create highly formatted reports via drag and drop and a user interface designed to be used by financial resources without any IT support. Power users in addition to system administrators can develop financial reports. The user who creates a financial report is by default the only user that has access once a report is first created. As the owner of that report that user can assign access as necessary. The Oracle Planning and Budgeting Cloud Service offers comprehensive integration with Microsoft Office tools such as Microsoft Excel, Word and PowerPoint. Users can also view planning data forms from within Microsoft Excel, Word and PPT.
2.15.17	Provide the ability to compare budget to actuals for multiple years and track trends.	M	The Oracle Planning and Budgeting Cloud Service provides a centralized repository to combine information from a





#	Requirement	Respons e Code	Response/Comments
			variety of sources to provide a single source of data for reporting. The ability to produce a report of the budget versus actuals for defined data attributes is provided.

2.16 Business License (Optional)

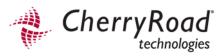
#	Requirement	Response Code	Response/Comments
2.16.1	Support online applications and renewals, including payment of fees.	D	Optional business license solution not proposed. Third party vendors could be identified.
2.16.2	Provide ability to flag licenses requiring additional review (e.g. background checks, fingerprinting, drug and alcohol tests, inspections, contractor's license, etc.) before issuance.	D	
2.16.3	Provide electronic workflow approval routing and notification distribution to multiple departments based on license type and related rules. Automatic notification to Finance Department upon approval by Planning.	D	
2.16.4	Provide ability to calculate multiple license fees utilizing a user-defined fee structure based on factors including employee count, units, property size, flat dollar amount, etc.	D	
2.16.5	Provide ability to calculate late penalties (i.e. flat, percentage, etc.) after prescribed time period.	D	





#	Requirement	Response Code	Response/Comments
2.16.6	Provide multiple licensing periods (i.e. annual, quarterly, etc.) based on either calendar or date of license.	D	
2.16.7	Provide automated process for annual license renewal notification, including electronic (email) notification capabilities.	D	
2.16.8	Ensure full integration with general ledger for posting of revenue.	D	
2.16.9	Provide robust query and reporting including query capability on all data entry fields and statistical reporting of licenses by type, by date range, etc.	D	
2.16.10	Provide unlimited user defined business classifications and types.	D	
2.16.11	Provide ability to validate existing businesses at a single location.	D	
2.16.12	Provide ability for effective dating transactions.	D	
2.16.13	Provide ability to maintain customer history and changes (e.g. notes, names, addresses, business types, etc.).	D	
2.16.14	Provide printing of business license from a secure portal and options for delivery (i.e. mail, email).	D	
2.16.15	Provide an electronic template for business licenses and offers size options (8 $\%$ x 11, 8 $\%$ x 14, etc.).	D	





#	Requirement	Response Code	Response/Comments
2.16.10	Provide the ability to search businesses by name, type, physical address, mailing address, etc. and supports both partial and full text searching.	D	





3. Payroll

3.1 General

#	Requirement	Response Code	Response/Comments
3.1.1	Generate paychecks, on-cycle related positive pay and/or exception based pay.	M	Oracle Payroll Cloud delivers best practice payroll flows with configurable checklists that include the delivered payroll validation and reconciliation reports. The payroll flows are viewed through the payroll administrator dashboard, which is a dedicated, pre-configured work area that allows the payroll administrator to manage all relevant pay flows in a single view. Managing both on-cycle and off-cycle payrolls as well as reviewing errors generated during the payroll processing, the dashboard manages the step-by-step payroll process in a guided, intuitive fashion.
3.1.2	Generate off-cycle and manual paychecks.	M	Oracle Payroll Cloud delivers best practice payroll flows with configurable checklists that include the delivered payroll validation and reconciliation reports. The payroll flows are viewed through the payroll administrator dashboard, which is a dedicated, pre-configured work area that allows the payroll administrator to manage all relevant pay flows in a single view. Managing both on-cycle and off-cycle payrolls as well as reviewing errors generated during the payroll processing, the dashboard manages the step-by-step payroll process in a guided, intuitive fashion.
3.1.3	Handle direct deposit for all institutions and employees splitting their payroll deposits across multiple accounts.	М	HCM Cloud provides an easy-to-use, simple, and intuitive Employee Self Service experience. Employees can be given access to setup and manage their direct deposit details including the ability to split their payroll deposits across multiple accounts by percentage or dollar amount.
3.1.4	Comply with State and Federal payroll tax withholding and reporting requirements.	M	Oracle Payroll Cloud uses third-party sources such as Vertex to provide tax information and updates necessary for payroll calculations. As the tax code changes, Vertex sends notifications out and publishes updates on their Support site(s). These updates are provided as tax laws change and need to be tracked and reported. They are sent as data files and are made available to all customers as soon as they are available.





#	Requirement	Response Code	Response/Comments
			Oracle delivers a third-party tax filing interface that can be leveraged to handle tax filing, including tax returns. Customers can leverage a third-party tax filing service or use in-house tax filing software.
3.1.5	Comply with Fair Labor Standards Act (FLSA) requirements including the application of FLSA to alternative work schedules.	М	Oracle Time and Labor provides the ability to track and calculate hours using Daily, Weekly, and Biweekly timecard periods including support for alternate work schedules. Oracle HCM Cloud is also designed to support FLSA by providing all necessary fields and standard calculation and reporting capabilities to maintain compliance.
3.1.6	Provide view of all employees' paystub detail by employee for payroll staff analysis. (Optional)	М	Any user with the appropriate security access to the Manage Person Process Results screen is able to view all employees' paystub detail by employee. This includes the ability to restrict that access to specific subsets of employees.

3.2 Set-up/Configuration

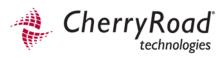
#	Requirement	Response Code	Response/Comments
3.2.1	Support use of multiple pay codes.	M	Oracle Payroll Cloud supports an unlimited number of standard and supplemental earning codes. Oracle Payroll Cloud provides element templates for each earning. You can create earning elements as needed using these predefined templates.
3.2.2	Provide the ability to calculate and store statistical data based on selected factors in an employee record to be used for benefit	M	Oracle Cloud applications include the ability to easily created user- defined fields, known as flexfields, to hold customer unique data. In addition, Oracle Cloud applications include ad hoc reporting tools that





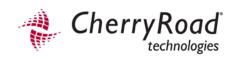
#	Requirement	Response Code	Response/Comments
	calculations to meet MOU requirements as needed by the City.		can be used to calculate statistical data based on information in the employee record.
3.2.3	Support flexible percentage of defined pay ranges and salary tables with steps.	M	 With Oracle HCM Cloud you are able to create grades with pay ranges to record the level of compensation for workers. You can: Create grades for multiple pay components, such as salary, bonus, and overtime rates Define one or more grades that are applicable for jobs and positions With Oracle HCM Cloud, you are also able to set up grade steps, or distinct increments of progression within a grade. You can set up grades with or without grade steps. Grade rate values are the compensation amounts associated with each grade. You can set up rates at the same time that you create grades, or set them up independently from grades. For grades with steps, you set up the step rates when you include them in a
3.2.4	Support multiple work groups with different MOU requirements and benefits such as differing leave accrual levels, different premiums, different benefits, including grandfathering in provisions, etc. Review the labor agreement and MOU's on the City's website to confirm ability to meet the City's requirements (located on Human Resources website under Labor Agreements).	M	grade ladder. Grade rates are optional. Eligibility Profiles are utilized in Oracle HCM Cloud to define work groups so that MOU requirements and benefits can be awarded/assigned appropriately. You add eligibility criteria to an eligibility profile, and then associate the profile with an object such as a benefit or leave accrual plan that restricts eligibility.





#	Requirement	Response Code	Response/Comments
3.2.5	Provide flexibility to define what is CalPERS pensionable earnings (including different setups for different employee groups for classic and new employees) and similar accumulators including those for Public Safety positions that may have FLSA overtime as part of the regular shift schedule which must be included in PERS calculations.	M	Oracle Payroll Cloud permits the definition of what earnings should be included as CalPERS pensionable earnings. These balance definitions can be tailored for different employee groups.
3.2.6	Support multi-rate positions (multiple active assignments with different pay rates) including FLSA reporting, CalPERS and CA Sick Leave.	M	Oracle Payroll Cloud supports multi-rate positions as well as the ability to correctly calculate FLSA, CalPERS and CA Sick Leave.
3.2.7	Support flexible definition of shift work and work schedules such as 9-80, 28 day FLSA periods for public safety, etc.	M	Oracle HCM Cloud Base, Oracle Time and Labor Cloud and Oracle Payroll Cloud provide the ability to accommodate flexible shift definitions and work schedules.
3.2.8	Maintain effective start and end dates for payroll elements (i.e. salary, special pays, benefits, etc.), including start and end dates for pays that may be turned on and off multiple times in a career.	М	All payroll elements in Oracle Payroll Cloud maintain effective start and end dates. Furthermore, those dates may be turned on and off multiple times in a career.





3.3 Calculation

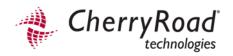
#	Requirement	Response Code	Response/Comments
3.3.1	Correctly calculate all employee pays based on MOU requirements, Salary Resolution, City Administrative Policy, State and Federal regulations	M	Oracle HCM Cloud Base and Oracle Payroll Cloud's rules based definition of workforce structures enables it to accurately calculate employee pays based on your requirements, positions and regulations. All such information is tied to effective dates so that as those requirements, policies and regulations change, it is easy to administer and implement those changes.
3.3.2	Enforce the administration of rules for calculating pay.	M	Oracle HCM Cloud Base and Oracle Payroll Cloud's rules based definition of workforce structures enables it to accurately administer the rules for calculating pay. All such information is tied to effective dates so that as those administration rules change, it is easy to administer and implement those changes.
3.3.3	Calculate benefit deductions based on rules specified in benefits administration module.	M	Oracle HCM Cloud Base's rules based definition of benefits enables it to accurately calculate employee benefit deductions based on your requirements, policies and regulations. All such rules are tied to effective dates so that as those rules change, it is easy to administer and implement those changes.
3.3.4	Calculate pay based on user defined criteria (pay status, overtime rules, out of class, other premium pays, MOU contract overtime, Workers Compensation etc.).	M	Oracle HCM Cloud Base and Oracle Payroll Cloud's rules based definition of workforce structures and payroll elements coupled with the flexibility in defining calculation rules via FastFormula, ensures that the City will be able to accurately calculate pays based on user defined criteria.
3.3.5	Calculate overtime hours and eligibility for FLSA and CalPERs FLSA overtime for all employees including non-exempt employees paid on a salary basis for	M	Oracle HCM Cloud is also designed to support FLSA by providing all necessary fields and standard calculation and reporting capabilities to maintain compliance.





#	Requirement	Response Code	Response/Comments
	fluctuating schedule FLSA methodology and for varying FLSA periods (7 day or 28 day).		
3.3.6	Calculate and perform a mass update for salary table and to selected employee records for all or a group of employees.	M	Oracle HCM Cloud Base delivers tools to facilitate mass updates for salary tables and to selected employee records for all or a group of employees. All such updates are tied to effective dates.
3.3.7	Configure and calculate additional pay based on flexible, user defined criteria including a reason code (e.g. out class pay, etc.) – Support configuration changes to pay based on negotiated MOU requirements.	M	Oracle HCM Cloud Base and Oracle Payroll Cloud's rules based definition of workforce structures and payroll elements coupled with the flexibility in defining calculation rules via FastFormula, ensures that the City will be able to accurately configure and calculate additional pays based on flexible, user defined criteria. All such configurations and changes are tied to effective dates to facilitate and track historical changes resulting from negotiated MOU requirements.
3.3.8	Calculate voluntary deductions (i.e. charitable deductions) and involuntary deductions (garnishments). In addition, allow for caps to be placed on deductions and the ability for deductions to stop when the cap is reached.	M	Oracle Payroll Cloud delivers templates for the accurate creation and definition of voluntary and involuntary deductions including appropriate taxation rules, prioritization, and rules relative to details such as deduction caps and stop rules.
3.3.9	Provide ability to automatically calculate leave and other payouts with applicable premiums.	M	Oracle HCM Cloud Base and Oracle Payroll Cloud's rules based definition of absence plans and payroll elements coupled with the flexibility in defining calculation rules via FastFormula, ensures that the City will be able to accurately configure and calculate leave and other payouts with applicable premiums.
3.3.10	Calculate 27 th biweekly payroll for years that have 27 pay periods (pay period leap year) and identify which deductions should	M	Oracle Payroll Cloud provides the ability to define payroll calendars as well as in which payroll period deductions should or should not be applied and calculated.





#	Requirement	Response Code	Response/Comments
	and should not be applied and calculate accordingly.		

3.4 Payroll Processing

#	Requirement	Response Code	Response/Comments
3.4.1	Provide rule based validation process and exception reporting.	M	Oracle Payroll Cloud delivers best-practice payroll flows that include validation processes and exception reporting. These payroll flows can be tailored to the City's requirements.
3.4.2	Support retro-active payments. System should incorporate differential in pay increases by Time and Attendance cost center and adjust taxes, FLSA, and CalPERS accordingly. In addition, the System should support retro-active payments for unpaid premium in prior pay periods that were not associated with time and earnings (i.e. late submissions for certification or Out-of-Class pays).	M	Oracle delivers robust correction processing capabilities for payroll processes including the ability to make retroactive adjustments to employees' past earnings, deductions, and even costing based on changes to pay rates, benefit elections, cost account changes or other information. <i>Retro Pay</i> automatically calculates differences from original payments to proposed payments and records the adjustment for subsequent processing. <i>Retro Notification</i> will automatically detect these changes and notify you if they affect pay. The payroll administrator then decides which changes to accept and which require additional information.
3.4.3	Support multiple concurrently open payrolls (e.g. retro, off cycle, cash outs).	M	Oracle Payroll Cloud permits multiple concurrently open payrolls.
3.4.4	Provide notification on adjustments that will cause employee leave balances to be exceeded.	M	When defining absence plans within Oracle HCM Cloud, rules can be specified to allow or disallow leave adjustments that will cause employee leave balances to be exceeded. If an absence plan does not allow an employee to go into a negative balance, that employee will





#	Requirement	Response Code	Response/Comments
			receive a notification if such leave request would result in a negative balance.
3.4.5	Provide the ability to adjust prior period for all payroll items.	М	Oracle delivers robust correction processing capabilities for payroll processes including the ability to make retroactive adjustments to employees' past earnings, deductions, and even costing based on changes to pay rates, benefit elections, cost account changes or other information. <i>Retro Pay</i> automatically calculates differences from original payments to proposed payments and records the adjustment for subsequent processing. <i>Retro Notification</i> will automatically detect these changes and notify you if they affect pay. The payroll administrator then decides which changes to accept and which require additional information.
3.4.6	Provide the ability to calculate pay appropriately for alternative work schedules within a standard city pay period and correctly calculating FLSA.	M	Oracle Time and Labor provides the ability to track and calculate hours using Daily, Weekly, and Biweekly timecard periods including support for alternate work schedules. Oracle HCM Cloud is also designed to support FLSA by providing all necessary fields and standard calculation and reporting capabilities to maintain compliance.

3.5 Time Entry

#	Requirement	Response Code	Response/Comments
3.5.1	Provide an automated time and attendance solution that supports collection with all valid cost center and time types (Overtime and Leave Cost Centers, etc.) applicable to the employee.	M	Oracle HCM Cloud Base and Oracle Time and Labor Cloud provide an automated time and attendance solution that facilitates the collection time entry that is tied to validation and eligibility rules for each employee which dictates default and alternate cost center and pay types.
3.5.2	Provide electronic time and attendance data entry for self-service and direct entry by designated staff.	M	Oracle Time and Labor Cloud includes self-service time entry for employees as well as electronic time and attendance data entry for





#	Requirement	Response Code	Response/Comments
			designated staff. In addition, Oracle Time and Labor Cloud integrates to all third-party time collection devices.
3.5.3	Provide ability for employee to create new time card by duplicating an existing time card and validating for cost center and time code based on eligibility.	М	Oracle Time and Labor Cloud includes the ability for an employee to duplicate time card rows but not entire cards. In addition, a manager has the ability generate default time cards for employees.
3.5.4	Support positive and negative (exception) time entry or other means for adjusting prior pay periods through time cards.	M	Oracle Time and Labor Cloud supports positive and exception based time entry.
3.5.5	Provide flexible workflow for review and approval of automated timesheets.	М	Oracle Time and Labor Cloud delivers best-practice approval workflows for timesheet approval that can be modified to meet the City's requirements.
3.5.6	Provide the tools or integration to other potential 3 rd party time and attendance or work order management systems.	0	All of Oracle's Cloud applications can be integrated to other 3 rd party products. Those integration will need to be created at the time of implementation.
3.5.7	Ability to enter and track time for alternate work schedules	М	Functionality to administer alternate work schedules is scheduled to be delivered within the next twelve months. System now provides the ability to deliver alternate schedules

3.6 Pay Stub

#	Requirement	Response Code	Response/Comments
3.6.1	Provide electronic and paper paystubs that identify all elements used to calculate pay.	M	Through the use of the Business Intelligence Publisher tool delivered with Oracle HCM Cloud Base and Oracle Payroll Cloud, the City will be





#	Requirement	Response Code	Response/Comments
			able to configure the layout and contents of electronic and paper paystubs.
3.6.2	Provide paystub that identifies key information for employee (gross to net pay, leave balances, allocation of direct deposit accounts, year-to-date totals, etc.).	М	Through the use of the Business Intelligence Publisher tool delivered with Oracle HCM Cloud Base and Oracle Payroll Cloud, the City will be able to configure the layout and contents of electronic and paper paystubs.
3.6.3	Provide access to paystub through an employee self-service solution.	М	Access to paystubs is available to employees via self-service.
3.6.4	Provide a solution or tools to allow the City to modify the look and content of the paystub as requirements change.	М	Through the use of the Business Intelligence Publisher tool delivered with Oracle HCM Cloud Base and Oracle Payroll Cloud, the City will be able to configure the layout and contents of electronic and paper paystubs.

3.7 Payroll Interfaces

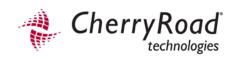
#	Requirement	Response Code	Response/Comments
3.7.1	Provide the payroll journals to the Finance General Ledger.	M	Oracle HCM Cloud Base and Oracle Payroll Cloud are completely integrated with Oracle General Ledger cloud and facilitate the transfer of payroll journals.
3.7.2	Provide payroll detail needed to support City's budgeting system.	М	Oracle Payroll Cloud includes numerous data extract tools to facilitate transmitting payroll detail data to the City's budgeting system.
3.7.3	Support CALPERS files and reports (evidenced by multiple California	0	Oracle Cloud applications include reporting tools that can be used to create CalPERS files and reports even as those changes may occur in the future.





#	Requirement	Response Code	Response/Comments
	references) and support ongoing CALPERS changes.		
3.7.4	Provide the necessary support to ensure that the system reflects current Federal and California tax changes (rates, earnings, deductions).	М	Oracle Payroll Cloud uses third-party sources such as Vertex to provide tax information and updates necessary for payroll calculations. As the tax code changes, Vertex sends notifications out and publishes updates on their Support site(s). These updates are provided as tax laws change and need to be tracked and reported. They are sent as data files and are made available to all customers as soon as they are available.
3.7.5	Provide ability to upload to Federal Government for Quarterly Reporting and for W-2s, W-2c, and ACA 1094C and 1095C reporting, etc.	М	Oracle delivers a third-party tax filing interface that can be leveraged to handle tax filing, including tax returns. Customers can leverage a third-party tax filing service or use in-house tax filing software.
3.7.6	Provide ability to generate and upload required State Quarterly and Annual Reports, including new hires reporting. Maintain the system to continually update changes to existing requirements and/or to meet new reporting requirements.	М	Oracle delivers a third-party tax filing interface that can be leveraged to handle tax filing, including tax returns. Customers can leverage a third-party tax filing service or use in-house tax filing software.
3.7.7	Provide EFT uploads with Banks for direct deposit disbursements.	М	Oracle delivers tools for EFT uploads with banks for direct deposit disbursements.
3.7.8	Interface with TeleStaff and other scheduling systems to determine hours paid (worked vs. leave, etc.).	0	Oracle HCM Cloud Base can be interfaced with any third-party scheduling system. That interface would need to be created at the time of implementation.

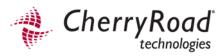




3.8 Reporting

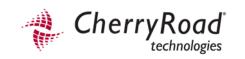
#	Requirement	Response Code	Response/Comments
3.8.1	Generate off-the-shelf and ad hoc reports that support data requirements associated with CALPERS, auditors, deferred compensation providers, Payroll Register review, tax reports, auto allowance reports, extensive exception and payroll calculations / generation reports, etc.	M	Oracle Cloud Applications deliver numerous standard reports which can be found at: https://docs.oracle.com/en/cloud/saas/global-human-resources/r13-update17d/analyze-and-report.html To further support reporting and analytics, Oracle Cloud Applications are delivered with Oracle Transactional Business Intelligence (OTBI) and Oracle Business Intelligence Publisher (BIP), as well as, embedded analytics and role-based dashboards. The reporting tools available within Oracle Cloud applications are designed to offer the best match for any reporting requirements: whether they are transaction-based or summary reports, whether they are ad-hoc inquiries or fixed-format documents, whether they are high-level strategic indicators or focused analysis into operational details.
3.8.2	Provide all reporting required by State and Federal Agencies: EEO4, VETS-4212, EDD, State Controller's Government, BLS790 and Multiple Worksite Report BLS302, Compensation Report, Employee Compensation Reports required by Public Records Act (PRA).	M	Oracle Cloud Applications deliver numerous standard reports which can be found at: https://docs.oracle.com/en/cloud/saas/global-human-resources/r13-update17d/analyze-and-report.html To further support reporting requirements, Oracle Cloud Applications are delivered with Oracle Transactional Business Intelligence (OTBI) and Oracle Business Intelligence Publisher (BIP), which facilitate the create of format specific reports. The reporting tools available within Oracle Cloud applications are designed to offer the best match for any reporting requirements: whether they are transaction-based or summary reports, whether they are ad-hoc inquiries or fixed-format documents, whether they are high-level strategic indicators or focused analysis into operational details.
3.8.3	Provide ability to generate detailed cost center reporting at the lowest level (employee) which can be summarized	M	Oracle Cloud Applications are delivered with Oracle Transactional Business Intelligence (OTBI) and Oracle Business Intelligence Publisher (BIP), as well as, embedded analytics and role-based dashboards. The reporting tools available within Oracle Cloud applications are designed to offer the best match for any reporting requirements: whether they





#	Requirement	Response Code	Response/Comments
	according to the defined hierarchy (i.e. Division, Dept., etc.).		are transaction-based or summary reports, whether they are ad-hoc inquiries or fixed-format documents, whether they are high-level strategic indicators or focused analysis into operational details.
3.8.4	Provide management reporting to view detailed payroll information by employee and cost center. Includes ability to drill down from the summary GL report to the actual employee data that makes up salary costs.	M	Oracle Cloud Applications are delivered with Oracle Transactional Business Intelligence (OTBI) and Oracle Business Intelligence Publisher (BIP), as well as, embedded analytics and role-based dashboards. The reporting tools available within Oracle Cloud applications are designed to offer the best match for any reporting requirements: whether they are transaction-based or summary reports, whether they are ad-hoc inquiries or fixed-format documents, whether they are high-level strategic indicators or focused analysis into operational details.





4. Human Resources (HR)

4.1 Set-Up/Configuration

#	Requirement	Response Code	Response/Comments
4.1.1	Maintain personnel administration for employee profile management including photos, basic demographic, address information, and emergency contacts.	М	Oracle HCM Cloud Base is the central repository for employee profile information including but not limited to photos, basic demographic, address information and emergency contacts.
4.1.2	Address current and future Affordable Care Act requirements.	М	Oracle HCM Cloud Base delivers tools for the City to address current and future Affordable Care Act requirements.
4.1.3	For rehired employees, provide consolidated view in parent-child format of multiple periods of employment with minimum number of screens.	М	Oracle HCM Cloud Base Is able to maintain all historical information on people employed by the city in parent-child format for multiple periods of employment.
4.1.4	Maintain employee employment and position history.	М	Oracle HCM Cloud Base is the central repository for employee employment and position history.
4.1.5	Manage all personnel actions (new hire, promotions, demotions, salary increases, status change, etc.) through electronic workflow and approval process.	М	Oracle HCM Cloud Base manages and automates personnel actions through electronic workflow and approval.
4.1.6	Maintain effective and end date driven salary, benefit, Worker's Comp and special pay information, etc.	М	Oracle HCM Cloud Base maintains effective and end date driven salary, benefit, Worker's Comp and special pay information.
4.1.7	Provide position control functionality that is integrated to the budget module that includes the following:	M	Oracle HCM Cloud Base includes position control functionality specifically aimed at maintaining details on budgeted and authorized positions as well as tracking and reporting on budgeted, filled, frozen





#	Requirement	Response Code	Response/Comments
	 Maintenance of all budgeted and authorized positions Track and report budgeted, filled, frozen and vacant positions Associate positions with funding source Maintain history of position incumbents 		and vacant positions. All positions can be associated with funding source details. Oracle HCM Cloud Base also maintains a complete history of all position incumbents.

4.2 Employee Directory Requirements

#	Requirement	Response Code	Response/Comments
4.2.1	Provide employee directory functionality that is accessible from the Intranet.	M	Oracle HCM Cloud Base provides employee directory functionality that is accessible from the intranet.
4.2.2	Provide ability to interface and sync employee directory with Active Directory.	М	Oracle HCM Cloud Base includes the ability to interface and sync employee directory with Active Directory.

4.3 Recruitment System Interface

#	Requirement	Response Code	Response/Comments
4.3.	Provide interface or integration to the NEOGOV system that at a minimum supports providing information about approved positions to NEOGOV and applicant hire from NEOGOV.	0	Oracle HCM Cloud Base can be interfaced to NEOGOV. That Interface will need to be configured at the time of implementation.

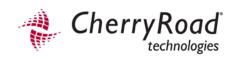




4.4 Benefits Administration - General

#	Requirement	Response Code	Response/Comments
4.4.1	Support rules based approach to provide appropriate benefits according to various employee attributes such as status, work unit, on worker's comp, FMLA, etc.	M	Oracle HCM Cloud Base provides a rules based approach to defining benefit programs and plans to various employees based on attributed such as status, work unit, payroll status and FMLA.
4.4.2	Support Management Retirees Medical Reimbursement process. The City's current process includes retired employees, based on date of hire, date of retirement, length of service in a classification, and cost of elected medical premiums, may be eligible for postemployment reimbursement of medical premiums deducted from pension payments. Provide ability to automatically launch an AP workflow when necessary. See Salary Resolution 5.540	M/D	Oracle HCM Cloud Base can support Benefit Billing of retirees for medical premiums. However, Oracle does not have Pension Administration tool so these payments cannot be deducted from pension payments.
4.4.3	Support benefit changes when employee changes bargaining units and is now under a different MOU.	М	Oracle HCM Cloud supports the tracking of bargaining unit participation by employees as well as the definition of rules to enforce eligibility driven by bargaining unit participation.





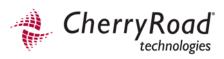
4.5 Benefits Administration – Set-Up/Configuration

#	Requirement	Response Code	Response/Comments
4.5.1	Provide rules based management to determine eligibility and/or complete calculation for benefits including calculating both employer and employee costs for benefit programs.	М	Oracle HCM Cloud Base includes robust functionality to manage rules- based benefit eligibility as well as for the calculation of both employer and employee costs for benefit programs.
4.5.2	System must handle the setup of multiple plans, eligibility rules, and coverage levels with different medical/cafeteria contributions for each bargaining unit.	М	Oracle HCM Cloud Base includes robust functionality for the setup of multiple plans, eligibility rules, and coverage levels including the ability to define differing rules and contribution levels for each bargaining unit.
4.5.3	Provide ability to manage employee dependent benefits eligibility, enrollment and reporting.	М	Oracle HCM Cloud Base includes robust functionality for the definition and management of employee dependent benefits eligibility, enrollment and reporting.
4.5.4	Maintain dependent and beneficiary information for all benefit programs and ensure beneficiary information is available via the employee self-service solution.	М	Oracle HCM Cloud Base includes robust functionality for the maintenance of employee dependent and beneficiary information via self-service.

4.6 Benefits Administration - Leave Management

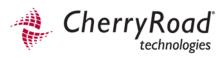
#	Requirement	Response Code	Response/Comments
4.6.1	Provide for leave management accounting based on leave plan (accrual vs granted) and end of year disbursement (roll over, cashed out, use it or lose it) as defined in the City's	M	Oracle HCM Cloud Base provides for leave management accounting based on leave plan, whether accrual based or granted, as well as rules managing disbursement as defined by the City's MOUs.





#	Requirement	Response Code	Response/Comments
	MOUs (See the City's HR website under Labor Agreements).		
4.6.2	Calculate leave eligibility and leave availability based on established rules and support calculating on a pro-rated basis.	M	Oracle HCM Cloud Base provides robust rules the calculation of leave eligibility and leave availability based on defined rules including the support for calculating on a pro-rated basis.
4.6.3	Allow employees to request leave on-line with automatic routing for approval including notification to employee when leave is approved or denied and approved leave populating time card.	М	Oracle HCM Cloud Base includes self-service tools for employees to request leave on-line with automatic routing for approval and notification of approval or denial. Approved leave will populate the employee's time card.
4.6.4	Provide ability for both employee and supervisor to view employee leave balance and usage by leave type.	М	Oracle HCM Cloud Base provides the ability for both employee and supervisor to view employee leave balance and usage by leave type.
4.6.5	Provide ability to adjust leave balances with proper approvals and capture reason via reason code or comments.	М	Oracle HCM Cloud Base provides the ability to adjust leave balances with proper approvals and capture the reason and comments for such adjustment.
4.6.6	Track and report all leave usage and balance by type, employee and bargaining unit.	М	Oracle HCM Cloud Base tracks and reports all leave usage and balance by type, employee and bargaining unit.
4.6.7	Manage and track donated leave process and balances for recipient and donor.	М	Functionality for the management of Leave Banks/Leave Donations will be delivered within the next 12 months. This is now included in the product.
4.6.8	System must be able to support the tracking and updating of multiple leaves with varying time requirements and the ability to run concurrently. Examples of how the City applies this functionality are provided below:	М	Oracle HCM Cloud Base supports the tracking and updating of multiple leaves with varying time requirements and the ability to run concurrently.





#	Requirement	Response Code	Response/Comments
	 Some leaves have time-based eligibility requirements. An employee might need to use a certain amount of one kind of leave to qualify to use a different leave. An employee might not be eligible for a leave until they have worked a certain number of pay periods. There are leaves that are limited in the amount of leave available but are not associated with a depleting bank of leave. Examples include eligibility for 90 days of paid medical leave; 60 days of workers' compensation salary continuation, 12 weeks of FMLA during a 12-month period. Some of these leaves can run concurrently. For example: An employee can qualify for paid medical leave and FMLA at the same time. An employee can qualify for PTO and FMLA at the same time. An employee can qualify for PTO and FMLA, and the PTO used would need to be tracked for later paid medical leave qualification. 		



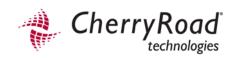


#	Requirement	Response Code	Response/Comments
4.6.9	Allow for tracking and administration of protected leaves with some types of leaves running concurrently (e.g. City's Paid Medical Leave (PML) program, FMLA and CFRA).	M	Oracle HCM Cloud Base allows for the tracking and administration of protected leaves including the ability for some types of leaves to run concurrently.

4.7 Benefits Interfaces

#	Requirement	Response Code	Response/Comments
4.7.1	The ability to electronically update pension and medical enrollment information to CalPERS and other TPA.	М	Oracle HCM Cloud Base includes the ability to generate electronic files of medical enrollment information for third-party providers.
4.7.2	Interface with benefit providers and third party administrators to enroll, discontinue, or change benefit options, notify providers when a change of address is submitted.	М	Oracle HCM Cloud Base includes the ability to generate electronic files of medical enrollment information for third-party providers.
4.7.3	Provide integration with PayFlex, the City's Third Party Administrator (TPA), to comply with COBRA requirements.	М	Oracle HCM Cloud Base includes the ability to generate electronic files of medical enrollment information for third-party providers.
4.7.4	Utilize on-line capabilities at point of hire to complete PERS ID process and verify CalPERS membership classification during CalPERS enrollment.	С	This information can be collected with Flexfields but the process to verify membership classification would need to be created at the time of implementation.





4.8 Performance Reviews/Management

#	Requirement	Response Code	Response/Comments
4.8.1	Support of electronic employee evaluation management including ability to route evaluations for approval, and to trigger visibility of evaluations to staff based on criteria, e.g. Director approval.	М	Oracle Performance Management Cloud supports electronic employee evaluation management including the ability to route evaluations for approval. Oracle Applications include business intelligence tools that can be utilized to trigger notifications to staff based on defined criteria.
4.8.2	Provide ability to create and modify one or more evaluation templates, with the option of being able to designate required fields.	М	Oracle Performance Management Cloud provides the ability to create and modify an unlimited number of evaluation templates including the option to designate certain fields as required.
4.8.3	Automated employee and supervisor notification and reminders based on established rules (e.g. initial reminder that an evaluation is required at a certain time period which may vary by bargaining unit, probationary status, etc.).	M	Oracle Performance Management Cloud includes automated employee and supervisor notifications and reminders.
4.8.4	Support the electronic completion of evaluation forms.	М	Oracle Performance Management Cloud supports the electronic completion of evaluation forms.
4.8.5	Provide the ability to electronically submit performance evaluations that will be put into workflow for review, comment, and approval.	М	Oracle Performance Management Cloud provides the ability to electronically submit performance evaluations that are routed via workflow for review, comment and approval.
4.8.6	Provide the ability to create automated notifications or alerts via email or a dashboard for past due evaluations and escalation events.	М	Oracle Performance Cloud provides the ability to create automated notifications or alerts via email or dashboard for past due evaluations and escalation events.

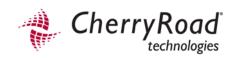




4.9 Risk Management

#	Requirement	Response Code	Response/Comments
4.9.1	Track City insurance providers.	М	Oracle's Supplier Management tool, a part of its ERP offering, is able to track insurance providers.
4.9.2	Track Vendor Certificates of Insurance and manage expirations.	М	Oracle's Supplier Management tool, a part of its ERP offering, is able to track vendor certificates of insurance details.
4.9.3	Provide electronic form and workflow with routing based on rules.	М	Oracle HR Help Desk facilitates electronic form entry and workflow with routing based on rules
4.9.4	Track life-cycle of claim.	М	Oracle HR Help Desk facilitates the tracking life-cycle of claims. HR Help Desk Cloud Service coupled with Application Builder Cloud Service
4.9.5	Allow association of electronic documents and images with claim/case.	М	Oracle HR Help Desk facilitates the association of electronic documents and images with claims and cases.
4.9.6	Manage retention of claims to meet legal requirements.	М	Oracle HR Help Desk facilitates the retention of claims to meet legal requirements.
4.9.7	Capture necessary data to generate quarterly and annual reports for insurance providers.	M	Oracle HR Help Desk facilitates the capture of necessary data to generate quarterly and annual reports for insurance providers.
4.9.8	Provide claim invoice processing and payment processing.	М	Oracle Accounts Payable solution, a part of its ERP offering, is able to provide claim processing and payment processing.

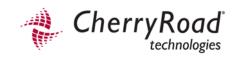




4.10 Certification/Training/Career Development Tracking

#	Requirement	Response	Response/Comments
"	requirement	Code	ixesponse, comments
4.10.	Provide the ability to administer City HR class offerings, class types, descriptions, class size / numbers, location, instructor information, associated dates, comments, attendance, etc. (Optional).	M	Oracle Learning Cloud provides the ability to administer City class offerings, class types, descriptions, class size/numbers, location, instructor information, dates, comments, and attendance as well as additional information.
4.10.2	Provide tracking of required job training and certifications (including Safety training) and position-specific mandatory training, including management of expirations dates.	М	Oracle Learning Cloud facilitates tracking of required job training and certifications and position-specific mandatory training including management of expiration dates.
4.10.3	Provide the ability to track certifications and associate certifications with applicable premium pay.	М	Oracle HCM Cloud Base provides the ability to track certifications and such certifications can be eligibility requirements for applicable premium pay.
4.10.4	Provide the ability to automate training enrollments/ attendance tracking. (Optional)	М	Oracle Learning Cloud provides the ability to automate training enrollments and attendance tracking.
4.10.5	Provide the ability to register individually or as a group, approve class registration and notify of acceptance.	М	Oracle Learning Cloud provides the ability to register individually or as a group. Approvals and notifications will be delivered within the next 12 months.
4.10.6	Provide the ability to integrate with Outlook calendar to show class on calendar.	М	Oracle Learning Cloud provides the ability to integrate with Outlook calendar to show class on calendar.
4.10.7	Provide career development plan tracking capabilities.	М	Oracle HCM Cloud Base provides career development plan tracking capabilities including suggesting future career options and identifying skill gaps as well as facilitating the creating of development goals and identifying training.





4.11 Training and Certification Interface

#	Requirement	Response Code	Response/Comments
4.11.1	Ability to import training and certification data from Target Solutions (Department of Public Safety) and/or other industry solutions.	0	Oracle Learning Cloud is able to import training and certification data from third-party solutions. This interface will need to be created at the time of implementation.

4.12 On-Boarding

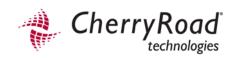
#	Requirement	Response Code	Response/Comments
4.12.1	Provide ability for hiring manager/Personnel Liaison/HR to initiate electronic personnel action form for new hire/rehire. The ability to pull employee data from NEOGOV strongly preferred, but not required.	0	Oracle HCM Cloud provides the ability to initiate electronic personnel action form for new hire/rehire including the ability to pull employee data from NEOGOV. This interface would need to be created at the time of implementation.
4.12.2	Initiate electronic and/or online completion of non-assignment specific elements (address, emergency contact, direct deposit, tax forms, I-9 compliance, background process/finger printing, etc.).	M/D	Via Employee Self-Service, employees can complete address, emergency contact, direct deposit, tax forms in Oracle HCM Cloud. Furthermore, Manage Checklist Allocations can also be used to send reminder to complete I-9 or background process/finger printing. However, there is no delivered means of automating those two processes.
4.12.3	Identify eligible discretionary pay components (premium pays such as car allowance, cell phone stipend, etc.) and initiate supervisor/manager approval request.	М	Oracle HCM Cloud uses eligibility profiles to identify what discretionary pay components an employee is eligible to receive. The approval workflow for such request can be tailored to meet the City's approval requirements.





#	Requirement	Response Code	Response/Comments
4.12.4	Provide the ability to include IT Department in appropriate workflows to initiate creation of email account, grant appropriate network access based on hiring manager designation. Ability to integrated to an IT Help Desk solution to automatically generate a help desk ticket would be preferred (this is considered optional).	M/O	Oracle HCM Cloud provides for the auto-provisioning of access to the system. In addition, the Manage Checklist Allocations function can be used to include IT Department in onboarding notifications. Integration to an IT Help Desk solution will need to be created at the time of implementation.
4.12.5	Provide ability for hiring manager to establish a checklist that identifies ID badge, building access, specific tools, programs, special access required, name plates/business cards, etc. and uses workflow to route and notify appropriate departments for approval and fulfillment. This should accommodate initiation prior to the employee's start date.	M	Oracle HCM Cloud utilizes the Manage Checklist Allocations function to establish and electronically distribute a checklist that routes and notifies appropriate departments/people. A checklist can be initiated as soon as an employee is entered into the system
4.12.6	Initiate training enrollment for a new hire for training such as new employee orientation, email training, harassment prevention, etc. This should include creating notifications and reminders to those involved.	М	Training, notifications and reminders can be found on an Employee's Learning Dashboard in Oracle Learning Cloud.





4.13 Off-Boarding

#	Requirement	Response Code	Response/Comments
4.13.1	Allow manager/Personnel Liaison/HR to initiate separation process electronically with appropriate approvals. Including the ability to provide notification of termination event so necessary steps are completed as part of overall separation process.	M	Oracle HCM Cloud Base facilitates electronically initiating the separation process with appropriate approvals including the ability to provide notifications of the termination event so that necessary steps are completed.
4.13.2	Provide notifications to designated individuals/divisions.	М	Through the Manage Allocated Checklists function, notifications can be automatically triggered to designated individuals/divisions.
4.13.3	Allow electronic cancellation of network access, voicemail/email account removal, removal from distribution lists, etc. Must be effective date driven. Ability to integrate to an IT Help Desk solution to automatically generate a help desk ticket would be preferred (this is considered optional).	M/O	Automatic cancellation of Oracle HCM Cloud access is delivered as a part of the termination process. Notifications to additional departments regarding the cancellation of access to other systems can be facilitated through the Manage Allocated Checklists functionality. Integration to an IT Help Desk solution can be facilitated but must be created at the time of implementation.
4.13.4	Allow supervisor/manager/Personnel Liaison/HR to electronically indicate collection of assigned equipment.	M	Through the Manage Allocated Checklists function, notifications can be automatically triggered to designated individuals/divisions.
4.13.5	Provide the ability to update terminated employee records post separation (address changes, etc.), including payment after separation.	M	Oracle HCM Cloud Base provides the ability to update terminated employee records post separation including payment after separation.
4.13.6	Provide an on-line service portal for exit interviews. (Optional)	M	Oracle Performance Management Questionnaires could be utilized for exit interview but must be done before termination effective date.





4.14 Employee Self-Service

#	Requirement	Response Code	Response/Comments
4.14.1	Support employee self-service (e.g. W-4 changes, access to current and past W-2's, time-off requests, cash-out requests, employee life changes, beneficiary changes, benefit initial and open enrollment, benefit changes based on qualifying event, leave taken, leave lost, leave balances, employee actions / events tracking, salary increases, reclassifications, view paystubs and paystub history, etc.). It is strongly preferred that the employee self-service exists on a responsive web design (RWD) platform to allow effective use from mobile devices.	M	Oracle HCM Cloud Base delivers self-service features designed to be accessed from any device to facilitate access to and update of employee information such as W-4, W-2, payment methods, time of requests, benefit changes and updates (including beneficiary and dependent details), leave history, employee actions, salary history, paystubs, career development, learning requirements, and performance goals.
4.14.2	For terminated employees, provide limited access to employee self service functions for a time after termination specified by the City. (Optional)	М	Oracle HCM Cloud Base permits terminated employees to have limited access to employee self service functions for a time after separation specified by the City.

4.15 HR Reporting

#	Requirement	Response Code	Response/Comments
4.15.1	Provide reporting by Position, classification, job title and distribution across the City.	М	Oracle HCM Cloud Base includes business intelligence tools to facilitate ad hoc reporting based on user security access.





#	Requirement	Response Code	Response/Comments
4.15.2	Provide reporting on budgeted position.	М	Reporting on budgeted position can be facilitated with the delivered business intelligence tools.
4.15.3	Provide tracking and reporting that identifies where all employees actually work (physical location).	М	Reporting on the physical location of employees can be facilitated with the delivered business intelligence tools.
4.15.4	Provide off-the-shelf reports that provide data on employee including employment, certification, training, evaluation, leave of absence, termination, status scenarios, etc.	M	Oracle Cloud Applications deliver numerous standard reports which can be found at: https://docs.oracle.com/en/cloud/saas/global-human-resources/r13-update17d/analyze-and-report.html To further support reporting and analytics, Oracle Cloud Applications are delivered with Oracle Transactional Business Intelligence (OTBI) and Oracle Business Intelligence Publisher (BIP), as well as, embedded analytics and role-based dashboards. The reporting tools available within Oracle Cloud applications are designed to offer the best match for any reporting requirements: whether they are transaction-based or summary reports, whether they are ad-hoc inquiries or fixed-format documents, whether they are high-level strategic indicators or focused analysis into operational details.
4.15.6	Provide multiple options for Seniority listing (years of service, time in class, time in bargaining unit, etc.).	М	Oracle HCM Cloud Base provides the ability for the City to define multiple seniority calculation rules.
4.15.7	Provide modeling tools to do what if analysis by Bargaining Units for negotiation purposes.	М	Through the use of the delivered business intelligence tool included with Oracle HCM Cloud Base, the City is able to do what if analysis for Bargaining Unit negotiation purposes.
4.15.8	Provide modeling tools to do what if analysis for staff reduction scenarios based on seniority ranking, bumping rights, etc.	М	Through the use of Oracle Workforce Modeling, included with Oracle HCM Cloud Base, the City is able to do what if analysis for staff reduction scenarios.

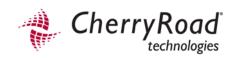




4.16 Employee Case Management/Investigations (Optional)

#	Requirement	Response Code	Response/Comments
4.16.1	Provide ability to enter/open/close/update cases (investigations, disciplinary actions, grievances).	D	Oracle HR Help Desk will provide the ability to enter/open/close/update cases.
4.16.2	Track cases by owner, employee name, entry date, status (open/closed).	D	Oracle HR Help Desk will provide the ability to track cases by owner, employee name, entry date, and status.
4.16.3	Search by varying criteria (employee name, file type, key word/phrase, etc.) to find similar issues/cases.	D	Oracle HR Help Desk will provide the ability to search by varying criteria to find similar issues/cases.



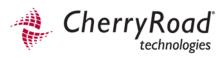


5. Technical

5.1 System Administration

#	Requirement	Response Code	Response/Comments
5.1.1	Provide an intuitive and easy to navigate interfaces to manage account information (user ID's, master files and tables) and all levels of security.	М	Oracle Functional Setup Manager provides an integrated, end-to-end process for functional administrators to manage the implementation and maintenance of Oracle Applications Cloud. The Oracle Fusion Applications Security Console is an easy-to-use administrative work area where you perform most security-management tasks.
5.1.2	Provide the ability to apply access security by role, individual or member of one or more functional groups (job, department, division, etc.) and apply rules for exception based on functions, departmental data, etc.	М	In Oracle Fusion Applications, users have roles through which they gain access to functions and data. Users can have any number of roles. In a security profile, you specify the criteria that identify data instances of the relevant type. For example, in an organization security profile, you can secure organizations by organization hierarchy, classification, or name.
5.1.3	Provide integration to MS Active Directory.	М	Oracle supports user authentication via SAML 2.0 and works with many of the major Identity Providers in the market, including ADFS.
5.1.4	Provide the ability to establish user security access permissions to include create, read, update and delete access. In addition, user security rights should be available at a module, screen, and field level.	М	Oracle Cloud Services provides a security reference implementation that is a predefined set of security definitions. If the predefined security reference implementation doesn't fully represent your enterprise, then you can make changes.
5.1.5	Provide the ability to create user defined fields.	М	Oracle allows you to add user defined fields to your Oracle Cloud Application quickly, easily and without coding. These configurable fields are a part of the Oracle Cloud Application architecture and you can make use of them to capture more information as required by your business models and processes. The layered architecture of Oracle





#	Requirement	Response Code	Response/Comments
			Cloud Applications ensures that configurations are protected through upgrades.
5.1.6	Provide multiple system environments including, at a minimum, production, test, and training.	M	Oracle Cloud customers are provisioned two environments – a Production Environment for the execution of their Cloud Application and a Stage Environment for the testing of new releases. Additional environment subscription licenses are available for an extra fee.
5.1.7	Provide a system that is both PCI and HIPAA compliant.	A	Oracle Cloud Applications provide the capability to be configured in a manner that is consistent with regulatory compliance requirements. Oracle currently holds SSAE audit reports (SOC1/SOC2) for verification of internal security controls for all facilities and installations where we manage SaaS instances. Oracle Cloud Applications secures personally identifiable information (PII) in the user interface and the database. Role definitions carry authorization to access PII attributes. Data security policies define entitlement for a role to access PII attributes wherever they are stored or displayed. Personally identifiable information (PII) tables are secured at the database level using virtual private database (VPD) policies. Network encryption provides protections of PII data in transit. Oracle Transparent Data Encryption (TDE) prevents access to personally identifiable information (PII) in the file system or on backups or disk by encrypting data at rest. Oracle offers an option for HIPAA compliance: HIPAA Advanced Security for Fusion SaaS in the Oracle Public Cloud. Oracle offers an option for Data Masking to also protect PII and sensitive data in cloned databases: Data Masking for Fusion Cloud Services



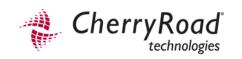


#	Requirement	Response Code	Response/Comments
			Oracle Cloud does not store credit card information and is not currently PCI compliant.
5.1.8	Provide the ability to configure help text	М	Applications Help works without you having to set anything up. Additionally, you can also customize help text that appears on the page, for example hints, and users with the appropriate roles can customize predefined help or add their own files to help.

5.2 System Audit

#	Requirement	Response Code	Response/Comments
5.2.1	Provide the ability to track and log detailed user transaction activity and maintain an audit log based on defined retention period.	М	Customers may configure audit policies to select specific business objects and attributes to be audited.
5.2.2	Create audit trails for transactions processed through the system.	M	Customers may configure audit policies to select specific business objects and attributes to be audited.
5.2.3	Provide authorized users access to audit log to allow staff to easily determine the source of each transaction to include identifying user ID and data / time for all table changes and data before and after change.	М	Using audit history you can view changes to the application data such as the business objects that were created, updated, and deleted. To view the history or to create a report, you must have special access rights to the application.





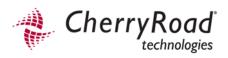
5.3 Desktop Hardware and Software Compatibility

#	Requirement	Response Code	Response/Comments
5.3.1	Function on a Windows 10 or higher desktop operating system.	M	Oracle Cloud applications are accessible via the most common Internet browsers such as Chrome, Microsoft Internet Explorer, Safari, and Firefox.
5.3.2	Function using Microsoft 2016 Exchange email.	М	Oracle hosts/configures the SMTP server for emails sent from the Cloud Applications. Users may use their email of choice to receive notifications and approval workflows.
5.3.3	Function using Microsoft Office 365.	М	Oracle Cloud applications desktop integration supports the installed option of Office 365 only, as the online version does not support addins.
5.3.4	Function using current versions of Internet Explorer and Chrome.	М	Browser support is available at: http://www.oracle.com/us/products/system-requirements/overview/index.html .

5.4 Documentation

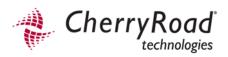
#	Requirement	Response Code	Response/Comments
5.4.1	Provide and maintain up-to-date System Administration / Operations documentation including, but not limited to: Installation Manuals Configuration Manuals Upgrade and Maintenance Manuals	M	The proposed solution is for a SaaS deployment, therefore Installation, Maintenance, Back-up and Restore manuals are not applicable. Implementation Documentation may be found at: https://docs.oracle.com/en/cloud/





#	Requirement	Response Code	Response/Comments
	Back-up and Restore Manuals		
5.4.2	Provide System Technical Documentation implemented for the City – including, but not limited to:	M	Architecture diagrams and documentation are available through Oracle. CherryRoad will provide documentation regarding configurations. No customizations are anticipated.
	 Architecture diagrams Hardware and software specifications As-built documentation for configurations and customizations 		
5.4.3	Provide application Documentation, including, but not limited to:	М	Implementation Documentation may be found at: https://docs.oracle.com/en/cloud/
	 User Functional Guides System Administrator Technical Guides		You can also access Oracle Applications Help at https://fusionhelp.oracle.com
5.4.4	Provide documentation required to support the generation of custom reports and the development and maintenance of information exchanges including, but not limited to: Database schema	М	Documentation re: data schemas may be found at: http://www.oracle.com/webfolder/technetwork/docs/HTML/oer-redirect.html
	Entity-relationship diagramsData Dictionary		
5.4.5	Provide training materials, including, but not limited to:	М	CherryRoad will provide training materials as required.
	Online tutorials and other seminars provided by the vendor		
	 Self-help/tutorial features available in the application 		





#	Requirement	Response Code	Response/Comments
	 Course materials that can be used by City tutors/super-users for continuing training 		

5.5 Ongoing System Performance, Security, Support, and Maintenance

#	Requirement	Response Code	Response/Comments
5.5.1	Ensure the system is available 24 hours a day, 7 days a week except for an agreed upon maintenance schedule.	М	The Cloud Services are designed to be available 24 hours a day, 7 days a week, 365 days a year, except during maintenance periods, technology upgrades and as otherwise set forth in the agreement.
5.5.2	The system must be operational 99.9 percent (99.9%) of the time (excluding agreed upon downtime for maintenance).	D	Oracle works to meet a Target System Availability Level of 99.5% of the production service, for the measurement period of one calendar month, commencing at Oracle's activation of the production environment. Actual results have exceeded this measure at 99.9%.
5.5.3	Ninety five percent (95%) of end user online display screen and record update response times shall not exceed two (2) seconds and none shall exceed ten (10) seconds.	D	Oracle monitors cloud service activity 24x7x365 within the Oracle Cloud and takes immediate action to correct any performance inhibiting event. Oracle has also deployed specific strategies to minimize response times coming from Oracle to the customer by performing Load Balancing across all instances, monitoring the specific performance of each customer instance on a 24x7 basis taking proactive measures in the Data Center to ensure optimal performance of each instance, and have deployed Oracle Enterprise Manager to ensure that all components of our cloud are operating optimally. In addition, Oracle has also deployed tools like Akamai's TERRA Alta as a transaction accelerator to further minimize any latency on our solutions.





#	Requirement	Response Code	Response/Comments
			However, Oracle does not offer any explicit performance guarantees, as Oracle is not responsible for a customer's network connection or for conditions or problems arising from or related to a customer's network connection (e.g., bandwidth issues, excessive latency, network outages), or caused by the Internet. Customers may open up service requests for performance issues and Oracle can work jointly with the customer to resolve the issue.
5.5.4	Provide help desk support from 7 AM – 6 PM PST, Monday – Friday available via phone, email, and online	М	Oracle has well-defined Support policies, as outlined in section 5 of the Oracle Cloud Enterprise Hosting and Delivery Policies. Please refer the following document for additional details: http://www.oracle.com/us/corporate/contracts/ocloud-hosting-delivery-policies-3089853.pdf
5.5.5	Provide for upgrades or updates that address changes in laws, regulations, best practices, and new technology.	М	Oracle provides ongoing software maintenance and new software releases periodically at no additional charge. Oracle works to provide timely updates with Federal and State requirements.
5.5.6	Provide near or real time mirroring for disaster recovery services to an off-site location that is geographically diverse from primary site.	M	Oracle has two separate data centers that function as primary and secondary sites for Oracle Cloud Services. Customer's production standby (secondary site) environment will reside in a data center separate from Customer's primary site. Oracle will commence the disaster recovery plan under this Policy upon its declaration of a disaster, and will target to recover the production data and use reasonable efforts to re-establish the production environment at the secondary site. Customer data is replicated in physically separate facilities in order to restore full services in the event of a disaster at a primary site. Secondary sites are architected to the same performance standards as primary sites. Backups are for Oracle's sole use in the event of a disaster.





#	Requirement	Response Code	Response/Comments
5.5.7	Provide an environment that is compliant with National Institute of Standards and Technology (NIST) 800-53 moderate control set standards.	A	Oracle offers an option for customers that have outlined specific requirements for adherence to Federal security controls such as NIST compliance or FedRAMP: Fusion for United States Government Cloud Service
5.5.8	Provide an environment that is SSAE 16 certified.	М	Oracle currently holds SSAE audit reports (SOC1/SOC2) for verification of internal security controls for all facilities and installations where we manage SaaS instances.
5.5.9	Encrypt data both in the database and while in transit over the Internet.	М	Your access to Oracle Cloud Services is through a secure communication protocol provided by Oracle. If access is through a TLS enabled connection, that connection is negotiated for at least 128 bit encryption or stronger. Transparent Data Encryption (TDE) provides an additional layer of protection, by encrypting Oracle Cloud applications data when it is saved to disk.
5.5.10	Ensure data and backups are be stored in the Continental U.S.	М	In support of Oracle's Cloud Disaster Recovery practices, Oracle periodically makes backups of production data in Customer's Cloud Service for Oracle's sole use to minimize data loss in the event of a disaster. Database backups are stored at the primary site used to provide the Oracle Cloud Services, as well as at an alternate location for redundancy purposes.
5.5.11	Upon discovery or reasonable belief of any data breach, notify the City by the fastest means available and in writing within 24 hours. Notifications must comply with current and future Federal and State requirements. In addition, provide daily updates regarding findings and actions performed until the breach has been effectively resolved.	A	Per the Data Processing Agreement found at: http://www.oracle.com/us/corporate/contracts/cloud-dpa-110315-2759732.pdf , Oracle will inform Customer within 24 hours if Oracle determines that Personal Data has been subject to a Security Breach (including by an Oracle employee) or any other circumstance in which Customer is required to provide notification under applicable law, unless otherwise required by law.





#	Requirement	Response Code	Response/Comments
			The Cloud Security team is service-oriented and communicates and works with customers on security incidents. They frequently meet with customers on service requests and keep them abreast of ongoing analysis and investigations as it pertains to their IaaS/PaaS/SaaS instances and data-criticality and priority.

5.6 Integrations

#	Requirement	Response Code	Response/Comments
5.6.1	Provide two-way integration to support the City's budget system.	С	CherryRoad will work with the City to define the specific interface requirements and develop an interface accordingly.
5.6.2	Integrate the City's Construction Management System, eBuilder, to include the ability to initiate a PO through eBuilder and provide update back to eBuilder. In addition, the ability to initiate a payment through eBuilder and the ability to obtain updates on payments received in eBuilder.	С	CherryRoad will work with the City to define the specific interface requirements and develop an interface accordingly.
5.6.3	Integrate the following systems that require a cashiering interface: Vermont Systems Inc. (VSI), Millennium (Integrated Library System), and Land Management System (in-house developed solution).	С	CherryRoad will work with the City to define the specific interface requirements and develop an interface accordingly.
5.6.4	Provide two-way integration to support for Neogov.	С	CherryRoad will work with the City to define the specific interface requirements and develop an interface accordingly.

CHERRYROAD/ORACLE PUBLIC SECTOR CLOUD SERVICES AGREEMENT TERMS V.1

THESE ORACLE CLOUD SERVICES AGREEMENT TERMS APPLY TO THE ORACLE CLOUD SERVICES THAT YOU ORDER. THESE ORACLE CLOUD SERVICES AGREEMENT TERMS SHALL TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN AN ORDER, ANY ORDERING DOCUMENTATION, ANY CHANGE ORDER OR ANY OTHER AGREEMENT BETWEEN THE PARTIES.

1. AGREEMENT DEFINITIONS

- **1.1.** "Ancillary Software" means any software agent or tool that Oracle makes available to You for download for purposes of facilitating Your access to, operation of, and/or use with, the Services Environment.
- 1.2. "Auto Renew" or "Auto Renewal" is the process by which the Services Period of certain Cloud Services under an order is automatically extended for an additional Services Period unless such Services are otherwise terminated in accordance with the terms of the order or this Agreement. The Service Specifications incorporated into your order define which Cloud Services are eligible for Auto Renewal as well as any terms applicable to such renewal.
- **1.3.** "Cloud Services" or "Services" means, collectively, the Oracle cloud services (e.g., Oracle software as a service offerings and related Oracle Programs) listed in Your order and defined in the Service Specifications. The term "Cloud Services" does not include Professional Services.
- **1.4.** "Data Center Region" refers to the geographic region in which the Services Environment is physically located. The Data Center Region applicable to the Cloud Services is set forth in Your order.
- **1.5.** "Oracle" is a first tier subcontractor under this Agreement for the Oracle Cloud Services identified in Your order.
- **1.6.** "Oracle Programs" refers to the software products owned or licensed by Oracle to which Oracle grants You access as part of the Cloud Services, including Program Documentation, and any program updates provided as part of the Cloud Services.
- 1.7. "Program Documentation" refers to the user manuals referenced within the Service Specifications for Cloud Services, as well as any help windows and readme files for the Oracle Programs that are accessible from within the Services. The Program Documentation describes technical and functional aspects of the Oracle Programs. For Oracle Infrastructure-as-a-Service (laaS) Cloud Services, "Program Documentation" includes documentation, help windows and readme files for the laaS hardware products. You may access the documentation online at http://oracle.com/contracts or such other address specified by Oracle.
- **1.8.** "Services Environment" refers to the combination of hardware and software components owned, licensed or managed by Oracle to which Oracle grants You and Your Users access as part of the Cloud Services which You have ordered. As applicable and subject to the terms of this Agreement and Your order, Oracle Programs, Third Party Content, Your Content and Your Applications may be hosted in the Services Environment.
- 1.9. "Service Specifications" means the descriptions on www.oracle.com/contracts, or such other address specified by Oracle, that are applicable to the Services under Your order, including any Program Documentation, hosting, support and security policies (for example, Oracle Cloud Hosting and Delivery Policies), and other descriptions referenced or incorporated in such descriptions or Your order.
- **1.10.** "Services Period" refers to the period of time for which You have ordered Cloud Services as specified in Your order.
- 1.11. "Third Party Content" means all text, files, images, graphics, illustrations, information, data, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Oracle and made available to You through, within, or in conjunction with Your use of, the Cloud Services. Examples of Third Party Content include data feeds from social network services, rss feeds from blog posts, data libraries and dictionaries, and marketing data.

- **1.12.** "Users" means those employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use the Cloud Services in accordance with this Agreement and Your order. For Cloud Services that are specifically designed to allow Your clients, agents, customers, suppliers or other third parties to access the Cloud Services to interact with You, such third parties will be considered "Users" subject to the terms of this Agreement and Your order.
- **1.13.** "You" and "Your" refers to the entity that has ordered Oracle Cloud Services under this Agreement.
- **1.14.** "Your Applications" means all software programs, including any source code for such programs, that You or Your Users provide and load onto, or create using, any Oracle "platform-as-a-service" or "infrastructure-as-a-service" Cloud Services. Services under this Agreement, including Oracle Programs and Services Environments, Oracle intellectual property, and all derivative works thereof, do not fall within the meaning of the term "Your Applications."
- **1.15.** "Your Content" means all text, files, images, graphics, illustrations, information, data (including Personal Data as that term is defined in the Data Processing Agreement for Oracle Cloud Services described in Section 11.2 below), audio, video, photographs and other content and material (other than Your Applications), in any format, provided by You or on behalf of Your Users that reside in, or run on or through, the Services Environment.

2. TERM OF AGREEMENT

Unless this Agreement is terminated earlier as described below, You may place orders governed by this Agreement for a period of ten (10) years from the effective date of this Agreement (indicated below in Section 24). This Agreement will continue to govern any order for the duration of the Services Period of such order.

3. RIGHTS GRANTED

- 3.1 For the duration of the Services Period and subject to Your payment obligations, and except as otherwise set forth in this Agreement or Your order, You have the non-exclusive, non-assignable, worldwide limited right to access and use the Services that You ordered, including anything developed by Oracle and delivered to You as part of the Services, solely for Your internal business operations and subject to the terms of this Agreement and Your order, including the Service Specifications. You may allow Your Users to use the Services for this purpose and You are responsible for Your Users' compliance with this Agreement and the order.
- 3.2 You do not acquire under this Agreement any right or license to use the Services, including the Oracle Programs and Services Environment, in excess of the scope and/or duration of the Services stated in Your order. Upon the end of the Services ordered, Your right to access and use the Services will terminate.
- 3.3 To enable Oracle to provide You and Your Users with the Services, You grant Oracle the right to use, process and transmit, in accordance with this Agreement and Your order, Your Content and Your Applications for the duration of the Services Period plus any additional post-termination period during which Oracle provides You with access to retrieve an export file of Your Content and Your Applications. If Your Applications include third party programs, You acknowledge that Oracle may allow providers of those third party programs to access the Services Environment, including Your Content and Your Applications, as required for the interoperation of such third party programs with the Services. Oracle will not be responsible for any use, disclosure, modification or deletion of Your Content or Your Applications resulting from any such access by third party program providers or for the interoperability of such third party programs with the Services.
- 3.4 Except as otherwise expressly set forth in Your order for certain Cloud Services offerings (e.g., a private cloud hosted at Your facility), You acknowledge that Oracle has no delivery obligation for Oracle Programs and will not ship copies of such programs to You as part of the Services.
- 3.5 As part of certain Cloud Services offerings, Oracle may provide You with access to Third Party Content. The type and scope of any Third Party Content is defined in Your order or applicable Service Specifications. The third party owner, author or provider of such Third Party Content retains all ownership and intellectual property rights in and to that content, and Your rights to use such Third Party Content are subject to, and governed by, the terms applicable to such content as specified by such third party owner, author or provider, unless otherwise specified in Your order.

4. OWNERSHIP AND RESTRICTIONS

- 4.1 You retain all ownership and intellectual property rights in and to Your Content and Your Applications. Oracle or its licensors retain all ownership and intellectual property rights to the Services, including Oracle Programs and Ancillary Software, and derivative works thereof, and to anything developed or delivered by or on behalf of Oracle under this Agreement.
- 4.2 You may not, and may not cause or permit others to:
- a) remove or modify any program markings or any notice of Oracle's or its licensors' proprietary rights;
- b) make the programs or materials resulting from the Services (excluding Your Content and Your Applications) available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific Services You have acquired);
- c) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, distribute, republish or download any part of the Services (the foregoing prohibitions include but are not limited to review of data structures or similar materials produced by programs), or access or use the Services in order to build or support, and/or assist a third party in building or supporting, products or Services competitive to Oracle;
- d) perform or disclose any benchmark or performance tests of the Services, including the Oracle Programs;
- e) perform or disclose any of the following security testing of the Services Environment or associated infrastructure: network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, or penetration testing; and
- f) license, sell, rent, lease, transfer, assign, distribute, host, outsource, permit timesharing or service bureau use, or otherwise commercially exploit or make available the Services, Oracle Programs, Ancillary Software, Services Environments or Oracle materials to any third party, other than as expressly permitted under the terms of the applicable order.

5. SERVICE SPECIFICATIONS

- 5.1 The Services are subject to and governed by Service Specifications applicable to Your order. Service Specifications may define provisioning and management processes applicable to the Services (such as capacity planning), types and quantities of system resources (such as storage allotments), functional and technical aspects of the Oracle Programs, as well as any Services deliverables. You acknowledge that use of the Services in a manner not consistent with the Service Specifications may adversely affect Services performance and/or may result in additional fees. If the Services permit You to exceed the ordered quantity (e.g., soft limits on counts for Users, sessions, storage, etc.), then You are responsible for promptly purchasing such additional quantity to account for Your excess usage. For any month that You do not promptly purchase such additional quantity, Oracle may require You to pay, in addition to the fees for the additional quantity, an excess usage fee for those Services equivalent to 10% of the fees for the additional quantity in the month in which such excess usage occurred.
- 5.2 Oracle may make changes or updates to the Services (such as infrastructure, security, technical configurations, application features, etc.) during the Services Period, including to reflect changes in technology, industry practices, patterns of system use, and availability of Third Party Content. The Service Specifications are subject to change at Oracle's discretion; however, Oracle changes to the Service Specifications will not result in a material reduction in the level of performance, security or availability of the applicable Services provided to You for the duration of the Services Period.
- 5.3 Your order will specify the Data Center Region in which Your Services Environment will reside. As described in the Service Specifications and to the extent applicable to the Cloud Services that You have ordered, Oracle will provide production, test, and backup environments in the Data Center Region stated in Your order. Oracle and its affiliates may perform certain aspects of Cloud Services, such as service administration and support, as well as other Services (including Professional Services and disaster recovery), from locations and/or through use of subcontractors, worldwide.

6. USE OF THE SERVICES

6.1 You are responsible for identifying and authenticating all Users, for approving access by such Users to the Services, for controlling against unauthorized access by Users, and for maintaining the confidentiality of usernames, passwords and account information. By federating or otherwise associating Your and Your Users' usernames, passwords and accounts with Oracle, You accept responsibility for the confidentiality and timely and proper termination of user records in Your local (intranet) identity infrastructure or on Your local computers. Neither Oracle nor CherryRoad Technologies Inc. ("CherryRoad") is responsible for any harm caused by Your Users, including individuals who were not authorized

to have access to the Services but who were able to gain access because usernames, passwords or accounts were not terminated on a timely basis in Your local identity management infrastructure or Your local computers. You are responsible for all activities that occur under Your and Your Users' usernames, passwords or accounts or as a result of Your or Your Users' access to the Services, and agree to notify Oracle immediately of any unauthorized use. You agree to make every reasonable effort to prevent unauthorized third parties from accessing the Services.

- 6.2 You shall not use or permit use of the Services, including by uploading, emailing, posting, publishing or otherwise transmitting any material, including Your Content, Your Applications and Third Party Content, for any purpose that may (a) menace or harass any person or cause damage or injury to any person or property, (b) involve the publication of any material that is false, defamatory, harassing or obscene, (c) violate privacy rights or promote bigotry, racism, hatred or harm, (d) constitute unsolicited bulk e-mail, "junk mail", "spam" or chain letters; (e) constitute an infringement of intellectual property or other proprietary rights, or (f) otherwise violate applicable laws, ordinances or regulations. In addition to any other rights afforded to Oracle under this Agreement, Oracle reserves the right, but has no obligation, to take remedial action if any material violates the restrictions in the foregoing sentence (the "Acceptable Use Policy"), including the removal or disablement of access to such material. Oracle shall have no liability to You in the event that Oracle takes such action. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of Your Content and Your Applications. To the extent not prohibited by law, You agree to defend and indemnify Oracle and CherryRoad against any claim arising out of a violation of Your obligations under this section.
- 6.3 You are required to accept all patches, bug fixes, updates, maintenance and service packs (collectively, "Patches") necessary for the proper function and security of the Services, including for the Oracle Programs, as such Patches are generally released by Oracle as described in the Service Specifications. Oracle is not responsible for performance or security issues encountered with the Cloud Services that result from Your failure to accept the application of Patches that are necessary for the proper function and security of the Services. Except for emergency or security related maintenance activities, Oracle will coordinate with You the scheduling of application of Patches, where possible, based on Oracle's next available standard maintenance window.

7. TRIAL USE AND PILOT CLOUD SERVICES

- 7.1 For certain Cloud Services, Oracle may make available "trials" and "conference room pilots" for non-production evaluation purposes. Cloud trials and conference room pilots must be ordered under a separate agreement.
- 7.2 Oracle may make available "production pilots" for certain Cloud Services under this Agreement. Production pilots ordered by You are described in the Service Specifications applicable to Your order, and are provided solely for You to evaluate and test Cloud Services for Your internal business purposes. You may be required to order certain professional services as a prerequisite to an order for a production pilot.

8. SERVICES PERIOD; END OF SERVICES

- 8.1 Services provided under this Agreement shall be provided for the Services Period defined in Your order, unless earlier suspended or terminated in accordance with this Agreement or the order. If stated in the Service Specifications, certain Cloud Services that are ordered will Auto Renew for additional Service Periods unless (i) You provide CherryRoad Technologies with written notice no later than thirty (30) days prior to the end of the applicable Services Period of Your intention not to renew such Cloud Services, or (ii) CherryRoad Technologies provides You with written notice no later than ninety (90) days prior to the end of the applicable Services Period of its intention not to renew such Cloud Services.
- 8.2 Upon the end of the Services, You no longer have rights to access or use the Services, including the associated Oracle Programs and Services Environments; however, for a period of up to 60 days after the end of the applicable Services Period, Oracle will make available Your Content and Your Applications then in the Services Environment for the purpose of retrieval by You. At the end of such 60 day period, and except as may be required by law, Oracle will delete or otherwise render inaccessible any of Your Content and Your Applications that remain in the Services Environment.
- 8.3 Oracle may temporarily suspend Your password, account, and access to or use of the Services if You or Your Users violate any provision within the 'Rights Granted', 'Ownership and Restrictions', 'Fees and Taxes', 'Use of the Services', or 'Export' sections of this Agreement, or if in Oracle's reasonable judgment, the Services or any component thereof are about to suffer a significant threat to security or functionality. Oracle will provide advance notice to You of any such suspension in Oracle's reasonable discretion based on the nature of the circumstances giving rise to the

suspension. Oracle will use reasonable efforts to re-establish the affected Services promptly after Oracle determines, in its reasonable discretion, that the situation giving rise to the suspension has been cured; however, during any suspension period, Oracle will make available to You Your Content and Your Applications as existing in the Services Environment on the date of suspension. Oracle may terminate the Services under an order if any of the foregoing causes of suspension is not cured within 30 days after Oracle's initial notice thereof. Any suspension or termination by Oracle under this paragraph shall not excuse You from Your obligation to make payment(s) under this Agreement.

- 8.4 If either of us breaches a material term of this Agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate the order under which the breach occurred. If CherryRoad terminates the order as specified in the preceding sentence, You must pay within 30 days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services under such order plus related taxes and expenses. Except for nonpayment of fees, the nonbreaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under this Agreement, You may not use those Services ordered.
- 8.5 Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, indemnification, payment and others which by their nature are intended to survive.

9. NONDISCLOSURE

- 9.1 By virtue of this Agreement, both parties, and Oracle, may have access to information that is confidential to one another ("Confidential Information"). Both parties, and Oracle, agree to disclose only information that is required for the performance of obligations under this Agreement. Confidential information shall be limited to Your Content and Your Applications residing in the Services Environment, and all information clearly identified as confidential at the time of disclosure.
- 9.2 A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.
- 9.3 Subject to the requirements of the California Public Records Act (Govt Section 6250 et seg.) or other applicable law, both parties, and Oracle, agree not to disclose each other's Confidential Information to any third party other than as set forth in the following sentence for a period of three years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party; however, Oracle will hold Your Confidential Information that resides within the Services Environment in confidence for as long as such information resides in the Services Environment. Both parties, and Oracle, each may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement. Oracle will protect the confidentiality of Your Content or Your Applications residing in the Services Environment in accordance with the Oracle security practices defined as part of the Service Specifications applicable to Your order. In addition, Your Personal Data will be treated in accordance with the terms of Section 10 below. Nothing shall prevent any party from disclosing the terms or pricing under this Agreement or orders placed under this Agreement in any legal proceeding arising from or in connection with this Agreement or from disclosing the Confidential Information to a governmental entity as required by law. Should You receive a request under the California Public Records Act or other applicable law for Oracle's Confidential Information, You agree to give Oracle adequate prior notice of the request, and before releasing Oracle's Confidential Information to a third party, in order to allow Oracle sufficient time to seek injunctive or other relief against such disclosure.

10. DATA PROTECTION

- 10.1 In performing the Services, Oracle will comply with the *Oracle Services Privacy Policy*, which is available at http://www.oracle.com/html/Services-privacy-policy.html and incorporated herein by reference. The *Oracle Services Privacy Policy* is subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of protection provided for Your Personal Data provided as part of Your Content during the Services Period of Your order.
- 10.2 Oracle's Data Processing Agreement for Oracle Cloud Services (the "Data Processing Agreement"), which is available at http://www.oracle.com/dataprocessingagreement and incorporated herein by reference, describes the

parties', and Oracle's respective roles for the processing and control of Personal Data that You provide to Oralce as part of the Cloud Services. Oracle will act as a data processor, and will act on Your instruction concerning the treatment of Your Personal Data residing in the Services Environment, as specified in this Agreement, the Data Processing Agreement and the applicable order. You agree to provide any notices and obtain any consents related to Your use of the Services and Oracle's provision of the Services, including those related to the collection, use, processing, transfer and disclosure of Personal Data.

- 10.3 The Service Specifications applicable to Your order define the administrative, physical, technical and other safeguards applied to Your Content residing in the Services Environment, and describe other aspects of system management applicable to the Services. You are responsible for any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content and Your Applications, including any viruses, Trojan horses, worms or other programming routines contained in Your Content or Your Applications that could limit or harm the functionality of a computer or that could damage, intercept or expropriate data. You may disclose or transfer, or instruct Oracle to disclose or transfer, Your Content or Your Applications to a third party, and upon such disclosure or transfer Oracle is no longer responsible for the security or confidentiality of such content and applications outside of Oracle.
- 10.4 You may not provide Oracle access to health, payment card or similarly sensitive personal information that imposes specific data security obligations for the processing of such data unless specified in Your order. If available, You may purchase services from Oracle (e.g., Oracle Payment Card Industry Compliance Services, Oracle HIPAA Security Services, Oracle Federal Security Services, etc.) designed to address particular data protection requirements applicable to Your business or Your Content.

11. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

- 11.1 Oracle and CherryRoad warrant that Oracle will perform Cloud Services in all material respects as described in the Service Specifications. If the Services provided to You were not performed as warranted, You must promptly provide written notice to Oracle that describes the deficiency in the Services (including, as applicable, the service request number notifying Oracle of the deficiency in the Services).
- 11.2 ORACLE AND CHERRYROAD DO NOT GUARANTEE THAT (A) THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT ORACLE WILL CORRECT ALL SERVICES ERRORS, (B) THE SERVICES WILL OPERATE IN COMBINATION WITH YOUR CONTENT OR YOUR APPLICATIONS, OR WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS, SERVICES OR DATA NOT PROVIDED BY ORACLE, AND (C) THE SERVICES WILL MEET YOUR REQUIREMENTS, SPECIFICATIONS OR EXPECTATIONS. YOU ACKNOWLEDGE THAT NEITHER ORACLE NOR CHERRYROAD CONTROLS THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. NEITHER ORACLE NOR CHERRYROAD IS RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. NEITHER ORACLE NOR CHERRYROAD IS RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT, YOUR APPLICATIONS OR THIRD PARTY CONTENT.
- 11.3 FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND ORACLE'S AND CHERRYROAD'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND CHERRYROAD WILL REFUND TO YOU, THE FEES FOR THE TERMINATED SERVICES THAT YOU PAID TO CHERRYROAD FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION.
- 11.4 TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

12. LIMITATION OF LIABILITY

NEITHER PARTY, NOR ORACLE, SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS, DATA, OR DATA USE.

CHERRYROAD'S AND ORACLE'S AGGREGATE LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE TOTAL AMOUNTS ACTUALLY PAID TO ORACLE FOR THE SERVICES UNDER THE ORDER GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY LESS ANY REFUNDS OR CREDITS RECEIVED UNDER SUCH ORDER.

13. INDEMNIFICATION

- 13.1 Subject to the terms of this Section 13 (Indemnification) and to the extent not prohibited by law, if a third party makes a claim against either You or Oracle ("Recipient" which may refer to You or Oracle depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively, "Material") furnished by either You or Oracle ("Provider" which may refer to You or Oracle depending on which party provided the Material) and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:
- a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
- b. gives the Provider sole control of the defense and any settlement negotiations; and
- c. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.
- 13.2 If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the right to access or license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially affects Oracle's ability to meet its obligations under the relevant order, then Oracle may, at its option and upon 30 days prior written notice, terminate the order. If such Material is third party technology and the terms of the third party license do not allow Oracle to terminate the license, then Oracle may, upon 30 days prior written notice, end the Services associated with such Material and refund to CherryRoad Technologies, and CherryRoad Technologies Inc. will in turn refund to You any unused, prepaid fees for such Services.
- 13.3 The Provider will not indemnify the Recipient if the Recipient (a) alters the Material or uses it outside the scope of use identified in the Provider's user or program documentation or Service Specifications, (b) uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was made available to the Recipient, or (c) continues to use the applicable Material after the end of the license to use that Material. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, service, data, hardware or material not furnished by the Provider. Neither Oracle nor CherryRoad will indemnify You for any portion of an infringement claim that is based upon the combination of any Material with any products or Services not provided by Oracle. Oracle and CherryRoad will not indemnify You to the extent that an infringement claim is based on Third Party Content or any Material from a third party portal or other external source that is accessible or made available to You within or by the Services (e.g., a social media post from a third party blog or forum, a third party Web page accessed via a hyperlink, marketing data from third party data providers, etc.). Oracle and CherryRoad will not indemnify You for infringement caused by Your actions against any third party if the Services as delivered to You and used in accordance with the terms of this Agreement would not otherwise infringe any third party intellectual property rights. Oracle and CherryRoad will not indemnify You for any intellectual property infringement claim(s) known to You at the time Services rights are obtained.
- 13.4 This Section 13 provides the parties' exclusive remedy for any infringement claims or damages.

14. THIRD PARTY WEB SITES, CONTENT, PRODUCTS AND SERVICES

14.1 The Services may enable You to link to, transmit Your Content to, or otherwise access, other Web sites, platforms, content, products, services, and information of third parties. Oracle does not control and is not responsible for such Web sites or platforms or any such content, products, services and information accessible from or provided through the Services, and You bear all risks associated with access to and use of such Web sites and third party content, products, services and information.

- 14.2 Any Third Party Content made accessible by Oracle is provided on an "as-is" and "as available" basis without any warranty of any kind. Third Party Content may be indecent, offensive, inaccurate, infringing or otherwise objectionable or unlawful, and You acknowledge that Oracle is not responsible for and under no obligation to control, monitor or correct Third Party Content; however, Oracle reserves the right to take remedial action if any such content violates applicable restrictions under Section 6.2 of this Agreement, including the removal of, or disablement of access to, such content. Oracle disclaims all liabilities arising from or related to Third Party Content.
- 14.3 You acknowledge that: (i) the nature, type, quality and availability of Third Party Content may change at any time during the Services Period, and (ii) features of the Services that interoperate with third parties such as Facebook™, YouTube™ and Twitter™, etc. (each, a "Third Party Service"), depend on the continuing availability of such third parties' respective application programming interfaces (APIs) for use with the Services. Oracle may update, change or modify the Services under this Agreement as a result of a change in, or unavailability of, such Third Party Content, Third Party Services or APIs. If any third party ceases to make its Third Party Content or APIs available on reasonable terms for the Services, as determined by Oracle in its sole discretion, Oracle may cease providing access to the affected Third Party Content or Third Party Services without any liability to You. Any changes to Third Party Content, Third Party Services or APIs, including their availability or unavailability, during the Services Period does not affect Your obligations under this Agreement or the applicable order, and You will not be entitled to any refund, credit or other compensation due to any such changes.
- 14.4 Any Third Party Content that You store in Your Services Environment will count towards any storage or other allotments applicable to the Cloud Services that You ordered.

15. SERVICES TOOLS AND ANCILLARY SOFTWARE

- 15.1 Oracle may use tools, scripts, software, and utilities (collectively, the "Tools") to monitor and administer the Services and to help resolve Your Oracle service requests. The Tools will not collect or store any of Your Content or Your Applications residing in the Services Environment, except as necessary to provide the Services or troubleshoot service requests or other problems in the Services. Information collected by the Tools (excluding Your Content and Your Applications) may also be used to assist in managing Oracle's product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license and Services management.
- 15.2 Oracle may provide You with on-line access to download certain Ancillary Software for use with the Services. If Oracle licenses Ancillary Software to You and does not specify separate terms for such Ancillary Software, then, subject to Your payment obligations, (i) You have the non-exclusive, non-assignable, worldwide limited right to use such Ancillary Software solely to facilitate Your access to, operation of, and/or use of the Services Environment, subject to the terms of this Agreement and Your order, including the Services Specifications, (ii) Oracle will maintain such Ancillary Software as part of the Cloud Services, and (iii) Your right to use such Ancillary Software will terminate upon the earlier of Oracle's notice (which may be through posting on https://support.oracle.com or such other URL designated by Oracle) or the end of the Cloud Services associated with the Ancillary Programs. If Ancillary Software is licensed to You under separate third party license terms, then Your use of such software is subject solely to such separate terms.

16. SERVICE ANALYSES

Oracle may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services Environment in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as "Service Analyses"). Oracle may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content or Confidential Information in a form that could serve to identify You or any individual, and Service Analyses do not constitute Personal Data. Oracle retains all intellectual property rights in Service Analyses.

17. EXPORT

17.1 Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Services. You agree that such export laws govern Your use of the Services (including technical data) and any Services deliverables provided under this Agreement, and You agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, software programs and/or materials resulting from Services (or direct product thereof) will be exported, directly or indirectly, in

violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

17.2 You acknowledge that the Cloud Services are designed with capabilities for You and Your Users to access the Services Environment without regard to geographic location and to transfer or otherwise move Your Content and Your Applications between the Services Environment and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts, as well as export control and geographic transfer of Your Content and Your Applications.

18. FORCE MAJEURE

Neither of us, nor Oracle, shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancelation of any export, import or other license); or other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of us may cancel unperformed Services and affected orders upon written notice. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for the Services.

19. GOVERNING LAW AND JURISDICTION

This Agreement is governed by the substantive and procedural laws of the State of California and You and Oracle agree to submit to the exclusive jurisdiction of, and venue in, the courts of Santa Clara county in California in any dispute arising out of or relating to this Agreement.

20. NOTICE

- 20.1 Any notice required under this Agreement shall be provided to the other party, and Oracle, in writing. If You have a legal dispute with Oracle or if You wish to provide a notice under the Indemnification Section of this Agreement, or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to: Oracle America, Inc., 500 Oracle Parkway, Redwood Shores, CA 94065. Attention: General Counsel, Legal Department. The parties shall provide notice to each other as set forth in Section 16 of the Services Agreement.
- 20.2 To request a termination of Services in accordance with this Agreement, You must submit a service request to Oracle at the address specified in Your order or the Service Specifications.
- 20.3 Oracle may give notices applicable to Oracle's Cloud Services customer base by means of a general notice on the Oracle portal for the Cloud Services, and notices specific to You by electronic mail to Your e-mail address on record in Oracle's account information or by written communication sent by first class mail or pre-paid post to Your address on record in Oracle's account information.

21. ASSIGNMENT

You may not assign this Agreement or give or transfer the Services (including the Oracle Programs) or an interest in them to another individual or entity. If You grant a security interest in any portion of the Services, the secured party has no right to use or transfer the Services or any deliverables.

22. OTHER

22.1 Oracle and CherryRoad are independent contractors and we agree that no partnership, joint venture, or agency relationship exists between Oracle, CherryRoad, and You. We are each responsible for paying our own employees, including employment related taxes and insurance. You understand that Oracle's business partners and other third parties, including any third parties with which Oracle has an integration or that are retained by You to provide consulting or implementation services or applications that interact with the Cloud Services, are independent of Oracle and are not Oracle's agents. Oracle is not liable for, bound by, or responsible for any problems with the Services, Your Content or Your Applications arising due to any acts of any such business partner or third party, unless the business partner or third party is providing Services as an Oracle subcontractor on an engagement ordered under this Agreement and, if so, then only to the same extent as Oracle would be responsible for Oracle resources under this Agreement. This Agreement is entered exclusively between You and CherryRoad. While Oracle has no contractual relationship with You, Oracle is a third party beneficiary of this Agreement.

- 22.2 If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of this Agreement.
- 22.3 Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than two years after the cause of action has accrued.
- 22.4 Oracle Programs and Services are not designed for or specifically intended for use in nuclear facilities or other hazardous applications. You agree that it is Your responsibility to ensure safe use of Oracle Programs and Services in such applications.
- 22.5 You shall obtain at Your sole expense any rights and consents from third parties necessary for Your Content, Your Applications, and Third Party Content, as well as other vendor's products provided by You that You use with the Services, including such rights and consents as necessary for Oracle to perform the Services under this Agreement.
- 22.6 You agree to provide Oracle with all information, access and full good faith cooperation reasonably necessary to enable Oracle to provide the Services and You will perform the actions identified in Your order as Your responsibilities.
- 22.7 You remain solely responsible for Your regulatory compliance in connection with Your use of the Services. You are responsible for making Oracle aware of any technical requirements that result from Your regulatory obligations prior to entering into an order governed by this Agreement. Oracle will cooperate with Your efforts to determine whether use of the standard Oracle Services offering is consistent with those requirements. Additional fees may apply to any additional work performed by Oracle or changes to the Services.
- 22.8 Oracle may audit Your use of the Services (e.g., through use of software tools) to assess whether Your use of the Services is in accordance with Your order and the terms of this Agreement. You agree to cooperate with Oracle's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations. You agree to pay within 30 days of written notification any fees applicable to Your use of the Services in excess of Your rights. If you do not pay, Oracle can end Your Services and/or Your order. You agree that Oracle shall not be responsible for any of Your costs incurred in cooperating with the audit.
- 22.9 The purchase of Cloud Services, or other service offerings, programs or products are all separate offers and separate from any other order. You understand that You may purchase Cloud Services, or other service offerings, programs or products independently of any other order. Your obligation to pay under any order is not contingent on performance of any other service offerings or delivery of programs or products.

23. ENTIRE AGREEMENT

- 23.1 You agree that this Agreement and the information which is incorporated into this Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, is the complete agreement for the Services ordered by You and supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Services.
- 23.2 It is expressly agreed that the terms of this Agreement and any order shall supersede the terms in any purchase order, procurement internet portal, or other similar non-Oracle document and no terms included in any such purchase order, portal, or other non-Oracle document shall apply to the Services ordered. In the event of any inconsistencies between the terms of an order and the Agreement, the Agreement shall take precedence; however, unless expressly stated otherwise in an order, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in an order and this Agreement. Except as otherwise permitted in Section 5 (Service Specifications), Section 10 (Data Protection) and Section 14 (Third Party Web Sites) with respect to the Services, this Agreement and orders hereunder may not be modified and the rights and restrictions may not be altered or waived except in a writing signed by authorized representatives of You and CherryRoad. Except as set forth in Section 22.1, no third party beneficiary relationships are created by this Agreement.

24. CLOUD SERVICES EFFECTIVE DATE

The Effective Date of this Cloud Services Agreement is on the date of execution by You.

CHERRYROAD TECHNOLOGIES INC.

CLIENT

CLOUD SERVICES ORDERING DOCUMENT

Name CherryRoad Technologies Contact Jim Haag

Address 301 Gibraltar Drive Phone Number 973-541-4213

Morris Plains NJ

Email Address jhaag@cherryroad.com

07950

End User Name CITY OF SUNNYVALE End User Technical Contact Kathleen Boutté Foster

End User Address Information Technology Dept Phone Number 408-730-3041

650 W Olive Ave SUNNYVALE CA

94086

Email Address KBFoster@sunnyvale.ca.gov

New Subscription

Service Perid: 12 Months Data Center Region - North America						
	Cloud Service	Quantity	Term	Net Fee		
B86836	Oracle Fusion Financials Cloud Service	Hosted Employee	1350	12	\$ 60,450.00	
B86845	Oracle Fusion Supplier Qualification Management Cloud Service	Hosted Employee	1350	12	\$ 22,498.56	
B86846	Oracle Fusion Sourcing Cloud Service	Hosted Employee	1350	12	\$ 22,498.56	
B86847	Oracle Fusion Procurement Contracts Cloud Service	Hosted Employee	1350	12	\$ 22,498.56	
B86856	Oracle Fusion Inventory Management Cloud Service	Hosted Employee	1350	12	\$ 48,211.20	
B86839	Oracle Fusion Advanced Collections Cloud Service	Hosted Employee	1350	12	\$ 12,052.80	
B86840	Oracle Fusion Automated Invoice Processing Cloud Service	Hosted Employee	1350	12	\$ 6,026.40	
B86841	Oracle Fusion WebCenter Forms Recognition Cloud Service	Hosted Employee	1350	12	\$ 6,026.40	
B86843	Oracle Fusion Purchasing Cloud Service	Hosted Employee	1350	12	\$ 22,498.56	
B86844	Oracle Fusion Supplier Portal Cloud Service	Hosted Employee	1350	12	\$ 22,498.56	
B86848	Oracle Fusion Self Service Procurement Cloud Service	Hosted Employee	1350	12	\$ 5,624.64	
B86850	Oracle Fusion Project Financials Cloud Servie	Hosted Employee	1350	12	\$ 28,123.20	
B86849	Oracle Fusion Project Contract Billing Cloud Service	Hosted Employee	1350	12	\$ 22,498.56	
B86855	Oracle Fusion Grants Management Cloud Service	Hosted Employee	1350	12	\$ 14,061.60	
B85800	Oracle Human Capital Management Base Cloud Service	Hosted Employee	1350	12	\$ 39,171.60	
B86334	Oracle Payroll Cloud Service for United States	Hosted Employee	1350	12	\$ 21,092.40	
B75365	Oracle Fusion Time and Labor Cloud Service	Hosted Named User	1350	12	\$ 9,039.60	
B67293	Oracle Fusion Performance Management Cloud Service	Hosted Named User	1350	12	\$ 6,026.40	
B84490	Oracle Additional Test Environment for Oracle Fusion Cloud Serivce	Each	1	12	\$ 13,950.00	
B84494	Oracle Transparent Data Encryption Security Cloud Service	Each	1	12	\$ 4,650.00	
B85242	Oracle Learning Cloud Service	Hosted Named User	1350	12	\$ 6,026.40	
B84490	Oracle Additional Test Environment for Oracle Fusion Cloud Serivce	Each	1	12	\$ 13,950.00	
B86838	Oralce Fusion Expenses Cloud Service	Hosted Employee	1350	12	\$ 6,026.00	

Cloud Service Fees: \$435,500.00

A. Terms of Your Order

1. Agreement

a. The City of Sunnyvale ("You" or "end user"), has ordered the cloud services described above for your use consistent with the CherryRoad Services Agreement, dated August 31, 2018, (the "Agreement") and CherryRoad/Oracle Public Sector Cloud Services Agreement ("CSA") Dated August 31, 2018.

2. Payment Terms:

a. Net 30 days from invoice date

3. Payment Frequency:

Annual

4. Currency:

US Dollars

5. Offer Valid through:

31-AUGUST-2018

6. Services Period

The Services Period for the Services commences on the date stated in this order. If no date is specified, then the "Cloud Services Start Date" for each Service will be the date that you are issued access that enables you to activate your Services, and the "Consulting/Professional Services Start Date" is the date that Oracle begins performing such services.

7. Service Specifications

The Service Specifications applicable to the Cloud Services and the Consulting/Professional Services ordered may be accessed at http://www.oracle.com/contracts.

B. Additional Order Terms

1. Terms:

All products and services listed on this ordering document are provided by CherryRoad under, and subject to, the terms of this ordering document, the Agreement and the CSA. Any terms and conditions on your purchase order are void and have no legal effect. For cloud services, You may not reduce the quantity of services purchased hereunder (e.g., user or record counts, storage, etc.), in whole or in part, during the services period set forth above. The services period for the cloud services commences on the date stated in the ordering document, or, if none is provided in the ordering document, the day the end user login names and password are issued to the end user to access the cloud services under the ordering document (the "Cloud Services Start Date").

2. Option Years

For clarification purposes, you shall have an option to renew your subscription for the services listed in the table above at the same usage limits for nine (9) additional 12-month renewal periods, each an ("Option Year") for the fees listed above. Professional Services are not included in the Option Years.

The Cloud Services listed above may not be renewed at the option year pricing listed above if: (i) Oracle is no longer making such Cloud Services generally available to customers, or (ii) You are seeking to cancel or reduce the number of user licenses of the Cloud Services set forth in this Ordering Document.

3. Opt Out of Auto Renewal

Notwithstanding any statement to the contrary in the Services Specifications, the parties expressly agree that the Cloud Services acquired under this order will not Auto-Renew.

4. Price Hold

For a period of 12 from the Cloud Services Start Date of this order, You may order the Cloud Services specified below at the appropriate fee specified below, provided this Cloud Services are available in production release when ordered.

Product Part Number	Description	Monthly Unit Price
B73946	Planning and Budgeting Cloud Service	22
B79785	Enterprise Performance Reporting Cloud Service	18

5. Other

a. Order of Precedence

In the event of inconsistencies between the terms contained in this ordering document and the agreement referenced above, this ordering document shall take precedence. This ordering document will control over the terms contained in any purchase order.

b. Option Years

For clarification purposes, you shall have an option to renew your subscription for the services listed in the table above at the same usage limits for nine (9) additional 12-month renewal periods, each an ("Option Year") for the fees listed below. Professional Services are not included in the Option Years.

• Option Year One: \$435,500

• Option Year Two: \$435,500

• Option Year Three: \$435,500

• Option Year Four: \$435,500

• Option Year Five: \$435,500

Option Year Six: \$435,500

• Option Year Seven: \$435,500

• Option Year Eight: \$435,500

• Option Year Nine: \$435,500

The Cloud Services listed above may not be renewed at the option year pricing listed above if: (i) Oracle is no longer making such Cloud Services generally available to customers, or (ii) You are seeking to cancel or reduce the number of user licenses of the Cloud Services set forth in this Ordering Document.

6. Entire Agreement

By signing below, we each agree that the agreement and this ordering document constitute the entire agreement between you and CherryRoad with regard to the subject matter herein and as such, no other preprinted, non-negotiated or other terms and conditions on any document provided by partner or end user (e.g., on a purchase order or elsewhere) shall apply. This order is placed subject to the terms of the agreement. By placing this order, you confirm that you have entered into a completed order that references and incorporates the terms of a valid end user agreement with the end user identified on page one of this ordering document and that this order will not be materially changed in any manner that will affect CherryRoad after your submission of this order to CherryRoad.

The signature below affirms your commitment to pay for the cloud services ordered in accordance with the terms of this ordering document and the agreement.

City of Sunnyvale	CherryRoad Technologies Inc.
Authorized Signature:	Authorized Signature:
Name:	Name:
Title:	Title:
Signature Date:	Signature Date:
Signature Date:	Signature Date:

BILL TO / SHIP TO INFORMATION

Bill To		Ship To	
Customer Name	CherryRoad Technologies	Customer Name	CITY OF SUNNYVALE
Customer Address	301 Gibraltar Drive Morris Plains NJ 07950	Customer Address	Information Technology Dept 650 W Olive Ave SUNNYVALE CA 94086
Contact Name	Jim Haag	Contact Name	Kathleen Boutté Foster
Contact Phone	973-541-4213	Contact Phone	408-7303041
Contact Email	jhaag@cherryroad.com	Contact Email	KBFoster@sunnyvale.ca.gov