

RESOLUTION NO._____

WHEREAS, CentralSquare’s NaviLine suite of applications has been the primary ERP (Enterprise Resource Planning) applications for the City for over 30 years; and

WHEREAS, CentralSquare has announced that its NaviLine suite of applications is no longer their “go-forward” product; and

WHEREAS, the ERP Steering Committee (consisting of the Assistant City Manager, and department heads from Finance, Personnel, Information Technology, Planning, Dothan Utilities, and Leisure Services) is recommending the Oracle ERP solution be implemented in partnership with Enterprise Solutions Consulting, LLC, a Certified Oracle Implementor, for an implementation services cost of \$5,637,000.00; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Dothan, Alabama, as follows:

Section 1. That upon the recommendation of the ERP Steering Committee, the City of Dothan enters into three agreements with Enterprise Solutions Consulting, LLC for “Master Consulting Services” and “Application Managed Services”, and “Contract Statement of Work” for implementation services of the Oracle ERP solution at a cost of \$5,637,000.00.

Section 2. That the sum of \$3,542,000 be appropriated in FY 2021 to the General Fund/Information Technologies Department/Citywide Computer/Other Services & Charges/Professional Services, Account Number 001-0328-503.30-42, Project #032003, and the sum of \$1,395,000 to the Utility Fund/Combined Utility Expense/Other Services & Charges/Professional Services, Account Number 401-8999-589.30-42, Project #032003, for implementation services for the Oracle ERP solution design. This appropriation is to be funded by increasing the General Fund/Non-Revenue Resources/Utilization of Fund Balance, Account Number 001-0000-391.01-00 by the sum of \$3,542,000 and the Utility Fund/Non-Revenue Resources/Utilization of Fund Balance, Account Number 401-0000-391.01-00 by the sum of \$1,395,000 in FY 2021.

Section 3. That Mark Saliba, Mayor of the City of Dothan, and in such capacity, is hereby authorized and directed to execute said contract for and in the name of the City of Dothan, which shall be attested by the City Clerk.

PASSED, ADOPTED AND APPROVED on _____.

Mayor

ATTEST:

Associate Commissioner District 1

City Clerk

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS



MASTER CONSULTING SERVICES AGREEMENT

This Master Consulting Services Agreement (“Agreement”) is entered into this June 15, 2021, (“Effective Date”) by and between Enterprise Solutions Consulting, LLC, a Delaware corporation (“Supplier”), 1130 Crosspointe Lane, Suite 9A, Webster, New York 14580, and City of Dothan, an Alabama City (“Customer”), 126 North Saint Andrews Street, Dothan, Alabama 36303.

1. SERVICES

1.1 Scope of Work. Supplier will provide the services described in one or more Statements of Work signed by an authorized representative of each party (each a “SOW”). Each SOW is incorporated by reference into, and will be governed by the provisions of, this Agreement. Supplier will perform only work that is documented in a SOW. Supplier, with prior written approval from Customer, may authorize a parent, subsidiary, or affiliate of Supplier to enter into a SOW and for purposes of that SOW, such parent, subsidiary or affiliate will be deemed “Supplier.” Unless otherwise approved by Customer, Supplier shall use ESC employees to deliver the services for this SOW. Each SOW will describe the services to be performed (“Services”), the deliverables to be provided (“Work Product”), the schedule, the charges and such additional information as the parties agree upon. In the event of inconsistency between this Agreement and a SOW, the SOW will govern as to the inconsistent matter(s).

1.2 Change Orders. If either party desires a modification to the Services, Work Product or schedule set forth in a SOW, or the addition of out-of-scope work to a SOW, such party will submit its requested modifications in writing to the other party. The recipient of requested modifications may accept or reject the requested modifications, or present a counterproposal, in its sole discretion. Rejection of change order does not relieve either party of commitments to services, deliverables or schedule as documented in any SOW. Changes to a SOW will be effective only when an authorized representative of each party executes a written amendment to the SOW that sets forth the changes to the Services and/or Work Product and any related changes to the schedule and charges (a “Change Order”). ESC will not begin any Change Order work until a Change Order is approved, which shall be immediate upon approval by Customer.

1.3 Method of Performance. Supplier will determine the method, details, and means, with review and approval by the Customer and its advisors and consultants of performing the Services and providing the Work Product, *provided that* Customer may require Supplier’s personnel to observe Customer’s safety policies and building rules when on Customer’s site. Each party has the right to control its own personnel. Designation of a Supplier or Customer individual in a SOW does not preclude Supplier or Customer from termination or re-assignment of the individual, *provided that* Supplier or Customer replaces the individual, only upon approval by Customer, with a person with appropriate skills. The cost to retrain the Supplier individual to be familiar with Customer project and SOW shall be borne by Supplier. Customer shall have the right to interview and approve any Supplier consultant.



2. CUSTOMER RESPONSIBILITIES

2.1 Access and Cooperation. Customer will provide the office accommodations, facilities, equipment, suitably configured computers (hardware and software) and personnel described in the SOW for the duration of any SOW. Customer acknowledges and agrees that Supplier's ability to perform any Services and/or provide any Work Product in a timely manner is contingent upon Customer's making available in a timely manner, as outlined in the agreed upon workplan, the resources required of it in the SOW, making available the assistance and cooperation of Customer's officers, agents, and employees and providing complete and accurate Customer information and data. In the event of a delay caused by either the Supplier's or Customer's failure to perform an obligation or make delivery of a necessary item in a timely manner, the date of performance of Supplier's work will be extended for a period of time equal to the impact of the delay on the schedule.

2.2 Health and Safety Hazards. Customer will provide Supplier with written notice of any known health and safety hazards and provide Supplier's personnel with appropriate safety procedures.

2.3 Work Rules and Conduct. Customer will provide Supplier with written copies of any applicable policies and procedures, including without limitation those that govern safety and security, use of equipment, sexual harassment and non-discrimination, alcohol and drug use, and integrity so that any personnel supplied by Supplier ("Supplier Personnel") will be aware of Customer's rules regarding workplace conduct. Customer will also report to Supplier any alleged violation of Customer's workplace conduct rules involving any Supplier Personnel and cooperate with Supplier in any investigation of an alleged violation of Customer's workplace conduct rules involving any Supplier Personnel (each such incident an "Alleged Violation"). Supplier shall comply with all City of Dothan work rules. Customer is not responsible for the supervision of Supplier Personnel.

Supplier and Customer agree that should it be determined that the Alleged Violation is a result of the action or inaction of Customer, Customer shall indemnify and hold harmless Supplier from any liability incurred as a result of said violation. Supplier and Customer further agree that should it be determined that the Alleged Violation is a result of the action or inaction of Supplier, Supplier shall indemnify and hold harmless Customer from any liability incurred as a result of said violation.

2.4 Personnel Changes

a. Personnel Schedule Changes. Customer may, in writing, request changes to the schedules of Supplier Personnel, *provided that* Supplier will charge Customer for Services that were to be performed by the affected Supplier Personnel if Customer does not provide such request at least fifteen (15) days prior to the schedule change.

b. Extensions of Assignments. Supplier considers its personnel for new deployments thirty (30) days prior to the expiration of an assignment. Supplier must notify Customer at least thirty business days in advance for any change of any supplier personnel. If Customer desires to extend the assignment of any Supplier Personnel to a Customer project, Customer must notify Supplier at least thirty (30) days before the scheduled expiration to assure continued availability. Supplier will use commercially reasonable efforts to accommodate extension requests received less than thirty (30) days in advance.



3. TERM AND TERMINATION

3.1 Term. The term of this Agreement commences on the Effective Date and continues until the date this Agreement is terminated as provided below. Termination of a SOW will not terminate the entire Agreement unless so stated in the termination notice.

3.2 Termination Without Cause. Customer may terminate any SOW without cause with thirty days written notice to Supplier.

3.3 Termination for Cause. Either party may, without prejudice to the other rights or remedies available to it, immediately terminate this Agreement if the other party:

- a. fails to perform its obligations under this Agreement, or any SOW and such failure continues for a period of thirty (30) days after written notice;
- b. ceases to carry on its business substantially as such business was conducted on the date of this Agreement;
- c. institutes or suffers the institution against it of, liquidation, receivership, insolvency or similar proceedings; or
- d. becomes generally unable to pay its debts as they become due.

Additionally, Supplier may suspend work or terminate this Agreement or any SOW if Customer fails to pay undisputed amounts to Supplier within thirty (30) days of Supplier's written notice specifying the undisputed amounts.

4. RELATIONSHIP OF THE PARTIES

Supplier is an independent contractor and nothing in this Agreement will be construed to make either Supplier or Customer partners, joint ventures, principals, agents or employees of the other. No officer, director, employee, agent, affiliate or contractor employed by Supplier to perform work on Customer's behalf under this Agreement will be deemed to be an employee, agent or contractor of Customer. Neither party will have any right, power or authority, express or implied, to bind or make representations on behalf of the other.

5. COMPENSATION

Charges for all Services, Work Product and expenses are set forth in each SOW.

5.1 Time and Materials. Customer will make payments at the hourly rates set forth in the applicable SOWs, exclusive of sales, use and similar taxes. Customer acknowledges and agrees that travel time to and from Customer's site will not be billable. Supplier will give the Customer sixty (60) days prior written notice of any change in hourly rates or prices.



5.2 Invoice and Payment. Supplier will invoice charges for third-party materials purchased pursuant to a SOW upon delivery of such materials to Customer. Supplier will invoice charges for Services or Work Product provided on a time and materials basis on a bi-weekly basis. Supplier will invoice charges for Services or Work Product provided on a fixed price basis in accordance with the agreed payment schedule set forth in the applicable SOW. All invoices will be in Supplier's standard form that's agreeable to customer and, except for amounts reasonably disputed by Customer, will be due and payable within thirty (30) days from the date of invoice. Customer must raise any concern or dispute in writing within ten (10) business days from the date of the invoice or the invoice will be presumed payable. Customer's dispute of any amounts will not delay its payment of undisputed charges and expenses to Supplier. If Customer defaults in payment of any undisputed sum due to Supplier, Supplier may suspend further performance under any or all SOWs.

5.3 Expenses. Unless expressly set forth in a SOW as included in a fixed price, Customer will reimburse Supplier for reasonable out-of-pocket expenses such as long-distance telephone charges, postage, shipping, and reasonable travel and living expenses. All prices and rates exclude costs incurred for additional requirements or expectations of the Customer not anticipated by the parties at the execution of this Agreement or a SOW; Supplier will invoice all such expenses and special charges on a bi-weekly basis.

6. CONFIDENTIALITY AND OWNERSHIP

6.1 Confidentiality. As used herein, "Confidential Information" means any and all non-public technical or business information, including third party information, furnished or disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") that, if in a tangible medium, the Disclosing Party has marked as "confidential," "proprietary" or similarly at the time of disclosure and that, if disclosed orally, the Disclosing Party indicates as confidential or proprietary at the time of disclosure and subsequently, within twenty (20) days after the date of such oral disclosure, confirms as confidential or proprietary in a writing sent to the Receiving Party that describes the information that is to be kept confidential. Each party will maintain all Confidential Information it receives from the other in confidence using commercially reasonable standards and no less care than it uses with its own information and will use and disclose such information only as contemplated by this Agreement or as authorized by the Disclosing Party. Each party will require its personnel to do likewise. These obligations do not apply to information that: (a) is generally available to the public other than by a breach of this Agreement; (b) is rightfully received from a third party lawfully in possession of the information and not subject to a confidentiality or nonuse obligation; (c) is independently developed by the Receiving Party or its personnel, *provided* the persons developing the information have not had access to the information of the Disclosing Party; or (d) was already known to the Receiving Party prior to its receipt from the Disclosing Party. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (x) approved in writing by the Disclosing Party; (y) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (z) required by law or by the order of a court of similar judicial or administrative body, *provided that* the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure. In addition, Supplier shall not be required to keep confidential any ideas, concepts, know-how or



techniques developed during the course of this Agreement by Supplier personnel or jointly by Supplier and Customer personnel.

6.2 Return of Confidential Material. Upon termination of this Agreement or the Disclosing Party's request, the Receiving Party will promptly return any Confidential Information of the other party or destroy such at the request of the Disclosing Party.

6.3 Ownership. Unless otherwise agreed to in writing, all work products shall be owned by Customer. This provision does not apply to third party works or products Supplier provides to Customer or to Supplier Materials (as defined below). Customer acknowledges that Supplier is in the business of providing information technology consulting services and has accumulated expertise in this field and agrees that Supplier will retain all right, title and interest in and to all Supplier Materials. "Supplier Materials" means all discoveries, concepts and ideas, whether or not registrable under patent, copyright or similar statutes, including, without limitation, patents, copyright, trademarks, trade secrets, processes, methods, formulae, techniques, tools, solutions, programs, data and documentation, and related modifications, improvements and know-how, that Supplier, alone, or jointly with others, its agents or employees, conceives, makes, develops, acquires or obtains knowledge of at any time before, after or during the term of this Agreement without breach of Supplier's duty of confidentiality to Customer. If Supplier Materials are included with or embodied in any Work Product, Customer will have a perpetual, irrevocable, nonexclusive, worldwide, royalty-free license to use, execute, reproduce, display, perform, distribute internally, and prepare for internal use "derivative works" as defined in the Copyright Act, 17 U.S.C. §101, based upon, the Supplier Materials in each case solely in conjunction with the Work Product delivered hereunder. Any interest in the Services and Work Products granted hereunder by Supplier to Customer shall be effective upon and to the extent of payment by Customer of the fees and expenses invoiced by Supplier pursuant to this Agreement.

6.4 Residual Rights. Notwithstanding anything to the contrary in this Agreement, Supplier and its personnel are free to use and employ their general skills, know-how, and expertise, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, or skills gained or learned during the course of this Agreement so long as they acquire and apply such information without any unauthorized use or disclosure of confidential or proprietary information of Customer.

7. LIMITATIONS OF LIABILITY

7.1 Limitations of Liability. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY LOST DATA, LOST PROFITS OR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR OTHER INDIRECT DAMAGES OF ANY KIND FOR ANY REASON WHATSOEVER INCLUDING, BUT NOT LIMITED TO, DAMAGES BASED UPON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, OR ANY OTHER THEORY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Each party agrees that the other party's liability hereunder for damages, regardless of the form of action, will not exceed the total amount actually paid for Services and Work Product with exception of gross negligence under any and all SOWs giving rise to the damages. The parties agree that amounts stated herein are fair under the circumstances and that the prices reflect this limitation of liability.



8. NONSOLICITATION

During the term of this Agreement and for a period of one (1) year after its completion of the last SOW, neither party will directly or indirectly (a) solicit for hire or engagement any of the other party's personnel who were involved in the provision or receipt of Services under this Agreement or (b) hire or engage any person or entity who is or was employed or engaged by the other party and who was involved in the provision or receipt of Services under this Agreement until one hundred eighty (180) days following the termination of the person's or entity's employment or engagement with the other party. For purposes herein, "Solicit" does not include broad-based recruiting efforts, including without limitation help wanted advertising and posting of open positions on a party's internet site. If Customer hires or engages, directly or indirectly, any personnel of Supplier in violation of (b) above, Customer will pay Supplier a finder's fee equal to three times the monthly billing rate (assuming 168 hours per month) for such personnel.

9. DISPUTE RESOLUTION PROVISIONS

9.1 Overview. Subject to each party's right to seek injunctive or equitable relief in a court of competent jurisdiction, each party agrees to attempt to resolve all disputes under this Agreement in accordance with the dispute resolution procedures set forth herein.

9.2 Informal. Each party will promptly notify the other in writing of any dispute. Each party's designated representatives will meet within ten (10) days following the receipt of such written notice and will attempt to resolve the dispute within fifteen (15) days. If the parties agree, a dispute may be mediated. The parties will select a mediator within twenty (20) days of agreeing to mediate.

9.3 Court Proceeding. Any claim or dispute arising out of or relating to this Agreement, other than a collection proceeding initiated by Supplier, shall be resolved or settled in courts of Houston County Alabama. Each party shall be responsible for the fees and expenses incurred for court proceedings. The parties may cancel or terminate this Agreement in accordance with its terms and conditions without following the procedures in this Article.

10. GENERAL PROVISIONS

10.1 Publicity. With prior written approval by Customer, Supplier may reference its general business relationship with Customer for marketing purposes.

10.2 Applicable Laws. Each party will comply with applicable foreign, federal, state, and local laws, rules, regulations, orders, ordinances and government requirements, including without limitation, Executive Order 11246 -- Equal Employment Opportunity.

10.3 Export. Neither party will knowingly export or re-export or cause to be exported or re-exported any Work Product, to any country for which the U.S. government requires an export license or other government approval without first obtaining the required license or approval.



IN WITNESS WHEREOF the parties have executed this Master Consulting Services Agreement on the date first set forth above.

CITY OF DOTHAN

ENTERPRISE SOLUTIONS CONSULTING, LLC

By: _____

By: _____

Printed Name: Mark Saliba

Printed Name: RJ Kumar

Title: Mayor, City of Dothan, AL

Title: Chief Executive Officer



CONTRACT APPLICATION MANAGED SERVICES

Customer: City of Dothan

Vendor: Enterprise Solutions Consulting, LLC
(ESC Partners)

Project: Oracle Implementation Services

Execution Date: June 15, 2021

Document Control

Owner	ESC Partners
Status	Initial Outline

Version	Description of Change	Date	Author
1	Document Outline	March 19, 2021	Jessica Speed
2	Final Version	June 9, 2021	RJ Kumar

Signature Page

STATEMENT OF WORK

THIS APPLICATION MANAGED SERVICES STATEMENT OF WORK (“SOW”) is entered into as of this _____ day of _____, 2021 (the “Effective Date”) by and between **Enterprise Solutions Consulting, LLC (ESC Partners)**, a Delaware corporation (hereinafter “VENDOR”), and **City of Dothan, an Alabama City** (“Client” or “CLIENT”).

This **SOW** is supplemental to the Master Services Agreement between VENDOR and Client (the “Master Agreement”). Capitalized terms not defined herein shall have the meanings attached to them in the Master Agreement.

If there is any inconsistency between this SOW and the Master Agreement, the SOW shall be controlling, and take precedent unless expressly otherwise provided in the SOW.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this SOW on the Effective Date.

CLIENT: CITY OF DOTHAN

VENDOR: ESC PARTNERS

By: _____

By: _____

Name: Mark Saliba

Name: RJ Kumar

Title: Mayor, City of Dothan, AL

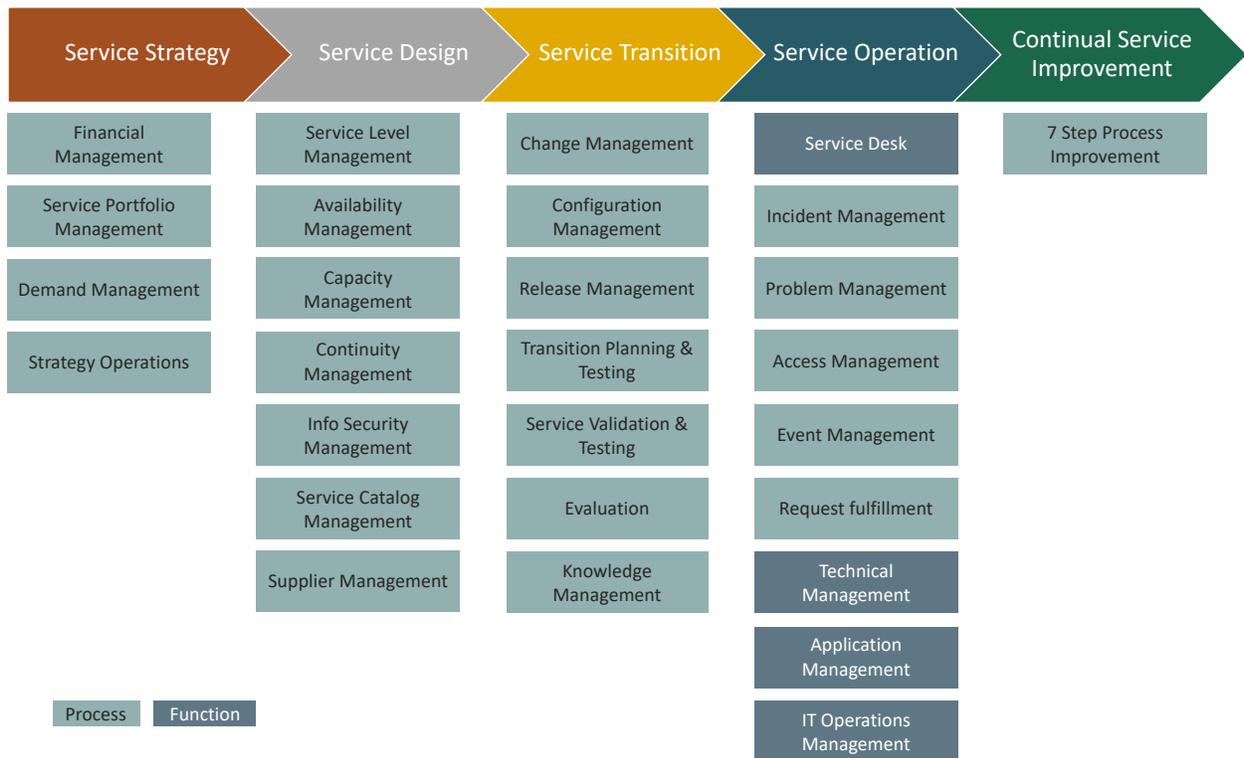
Title: Chief Executive Officer

Background

In support of ongoing operations and management of the Oracle Cloud Applications for City of Dothan (City) management, The City has requested an Application Managed Services Agreement from the Enterprise Solutions Consulting, LLC (ESC) to provide Oracle Cloud application management services.

Application Management Services Framework

ESC will provide following aspects to ensure that high quality is made available to all City users with us involving the right resources for supporting our implemented solution:



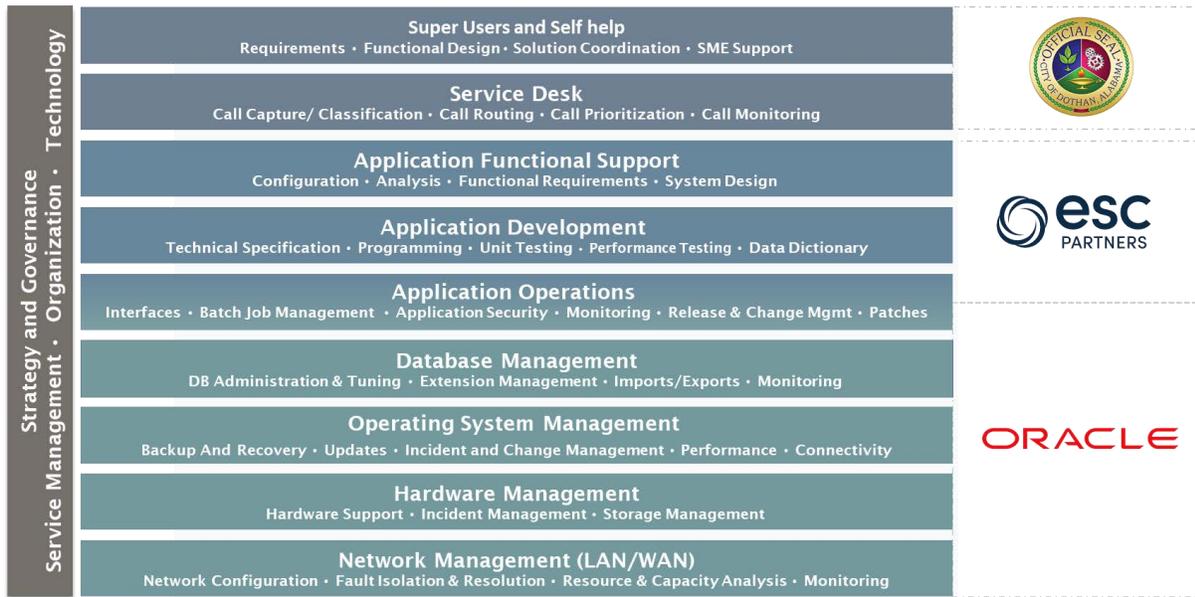
This section will describe:

- The overall approach to solution support:
 - ESC Support Team, Oracle Premier Support.
 - The use of ESC project resources (Implementation Team) through the warranty period.
- How the Application Management Services team will be prepared to support the solution.
- The team involvement throughout the project and production of deliverables necessary for support.
- ESC Application Management Services Framework, Methodologies, Tools, and Processes.

APPLICATION MANAGEMENT SERVICES FRAMEWORK

The ESC team will provide comprehensive Oracle Cloud functional and technical support services under Application Management Services 24/7 support. The ESC application support and Oracle Cloud support team will integrate with City’s IT support team. This will help to establish, operate, and provide knowledge transition associated with the application support system, adopting industry best practices.

The following graphic illustrates Application Management framework:



AMS STACK

The scope for the Application Managed Services includes:

1. Service Desk function for both application and hosting services during business hours
2. 24/7 Technical support for all standard Oracle Cloud functionality implemented during Implementation
3. 24/7 Technical Support for all enhancements and Interfaces (i.e. configuration changes, customizations, etc.) implemented
4. 24/7 System monitoring and defect resolution for batch processing
5. 24/7 Hosting support (Oracle) including hardware, operating system, network, and infrastructure security monitoring and management
6. As needed, additional development, consulting support will be provided as requested by City based on agreed upon rate card
7. All code, configuration, etc. will be owned by City and will be provided full access at all time
8. Dedicated Application Delivery Manager / Lead will be assigned by ESC for this engagement

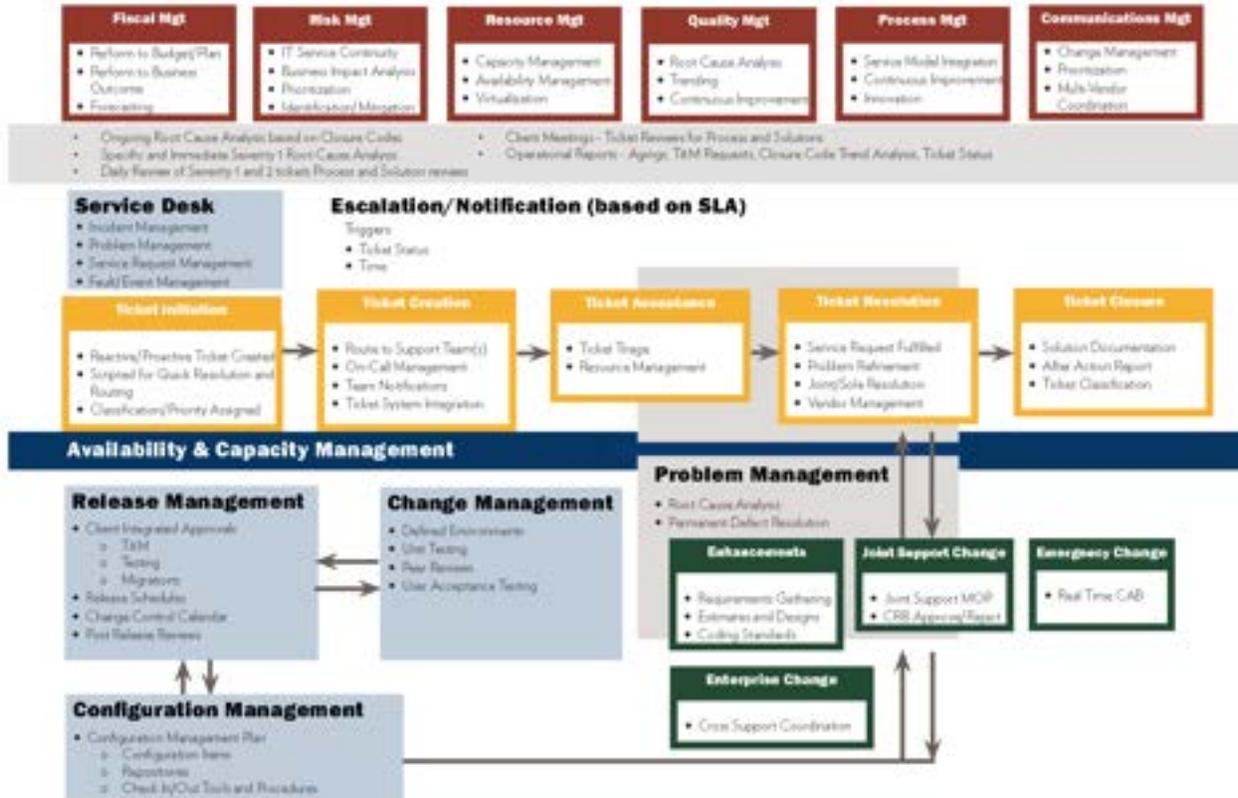
APPLICATION MANAGEMENT PROCESSES

The following provides a high-level description of the processes that will be leveraged for each City engagement:

- **ESC Integrated Support Services (EISS)** – The EISS Framework is our approach for defining, developing, and implementing managed applications. The EISS ticketing system institutionalizes our best practices and is fully conformant with ITIL's Best Practice IT Service Management models.
- **UEE** – Utilities Evolution Excellence is ESC's Systems Development Life Cycle (SDLC) methodology that will be employed for the development of enhancements or new requirements.
- **Operational Framework** – The Operational Framework details the interface/touchpoints and workflows involved in the day-to-day activities. The Operational Framework also describes the processes used for Incident and Problem Management, Change and Release Management, and Configuration Management.
- **Enterprise Human Resource Management (EHRM)** – EHRM is ESC's maintenance human resource framework, based on well-known problem-solving techniques and team dynamics. It will promote high-performing, self-directing teams who will retain knowledge of our client's applications, giving resilience to our service. One of the key benefits of this approach is the driver / rider principle which mitigates the risk of all the application knowledge residing with an individual.

ESC will provide a full suite of application services, from strategic planning and business process outsourcing, to application integration, development, maintenance, support, and service desk. ESC adheres to ISO 9001, SEI CMM Level 3, and ITIL's Best Practice IT Service Management models to ensure that we provide our clients with the highest level of quality. The information that follows will focus specifically on the Application Maintenance and Support services, highlighted in the diagram.

APPLICATION MANAGEMENT MODEL



APPLICATION MANAGEMENT SERVICES MODEL

APPLICATION MANAGEMENT SERVICE ACTIVITIES

Application Management Services program is comprised of the following activities:

	Activity	Description
Application Managed Services	Transition (During Testing)	Time spent in knowledge transition designed to inform the support team of system architecture and details to enhance our ability to support operations efficiently.
	Event	Application initiated trouble ticket indicating a break in expected operational performance.
	Incident	User initiated trouble ticket indicating a break in expected operational performance.
	Problem	Deeper investigation and repair of issues with the goal of eliminating repeat breaks in production operations.
	Access / Security (City Primary Responsibility)	Executing requests for password reset, new employee access changes, etc.
	Service request – Estimations	The provision of high-level estimations and minor enhancements to system functionality.
	Preventative Maintenance	Routine scheduled activities designed to proactively prevent breaks in the production operation.
	Vendor Management	Escalation, monitoring, and reporting of hardware/software vendor-based issues.
	IT Governance / Reporting	Oversight of the Application Managed Services operation keep activities aligned with defined business objectives.

1. TRANSITION FROM IMPLEMENTATION (RISK MITIGATION)

Transition for Application Management Services (AMS) will occur throughout the implementation services phase. Members of our AMS team will be assigned as Business Analysts, Testing, Documentation and Quality Assurance resources. These resources will bring critical knowledge to the Application Management Services team; and experience required to ensure consistent quality service. The project teams will apply processes, checklists, and controls to ensure deliverables are produced that will be necessary for the support teams. These deliverables typically include the following:

- Entity Relationship Model
- Business Process Decomposition
- Business Process Descriptions
- Data Flow Models
- System Specifications
- Program Documentation
- Database Documentation

- Knowledge Management Portal.

The ESC team has extensive expertise and experience in managing and executing Transition Projects for Application Management Services contracts. This experience will be applied to ensure support commitments are achieved as soon as the solution goes into production.

2. EVENT, INCIDENT, AND PROBLEM MANAGEMENT (BREAK/FIX)

ESC will conduct all break/fix activity within the scope of services. Break/fix activities can include, but not be limited to the following:

- Triage of a reported event or incident
- Validation of the event/incident severity and priority
- Assignment to an appropriately skilled resource
- Resolution or reassignment of the event/incident
- Root cause analysis
- Submission of a long-term problem correction request
- Status updates of open events/incidents

3. ACCESS AND SECURITY

Access/Security activities by nature are unplanned events. Access / Security activities will be primarily performed by the Customer's resources. Access / Security activities include executing requests for password reset, new employee access, access changes, etc.

4. APPLICATION SERVICE REQUEST ESTIMATIONS/PROJECTS

ESC will provide minor, incremental application implementation and integration projects on a service request basis from City. Service requests will be accepted and evaluated for generation of specific statements of work (SOW) that will describe the scope, approach, schedule, and pricing associated with the request. Customer and ESC will agree on a mutually acceptable delivery date for the requested SOW(s) during the requirements gathering activities necessary to generate the SOW response. Estimation and execution of service requests will be prioritized as secondary efforts to production support tickets.

5. PREVENTIVE MAINTENANCE (PM)

Preventive Maintenance activity, with the understanding and agreement of City, will be performed offsite. A Preventative Maintenance Checklist detailing all PM activities completed will be provided to City on a monthly basis. If all PM activities cannot be completed within the allotted month, a review with the City team will be conducted and a plan for remediation will be made.

These PM activities typically include:

- Minor config change
- Report changes
- Additional user profile setup
- Other mutually agreed activities

6. VENDOR MANAGEMENT

Vendor management activities include escalation, monitoring, and reporting of hardware/ software vendor-based issues. ESC will be responsible for coordinating and managing hosting, operating system, and software vendor for any/all issues with Oracle.

7. IT GOVERNANCE AND REPORTING

Our team will conduct IT Governance/Reporting "G/R" related to the scope of services of this agreement. The G/R activities will be performed by the designated Application Managed Services Delivery Manager. The G/R activities may include, but not be limited to the following:

- Management of the support team including staffing and personnel management
- Identification of risks and issues
- Management reporting
- IT budgeting and financial review
- Issue review and performance evaluation
- Next month planning

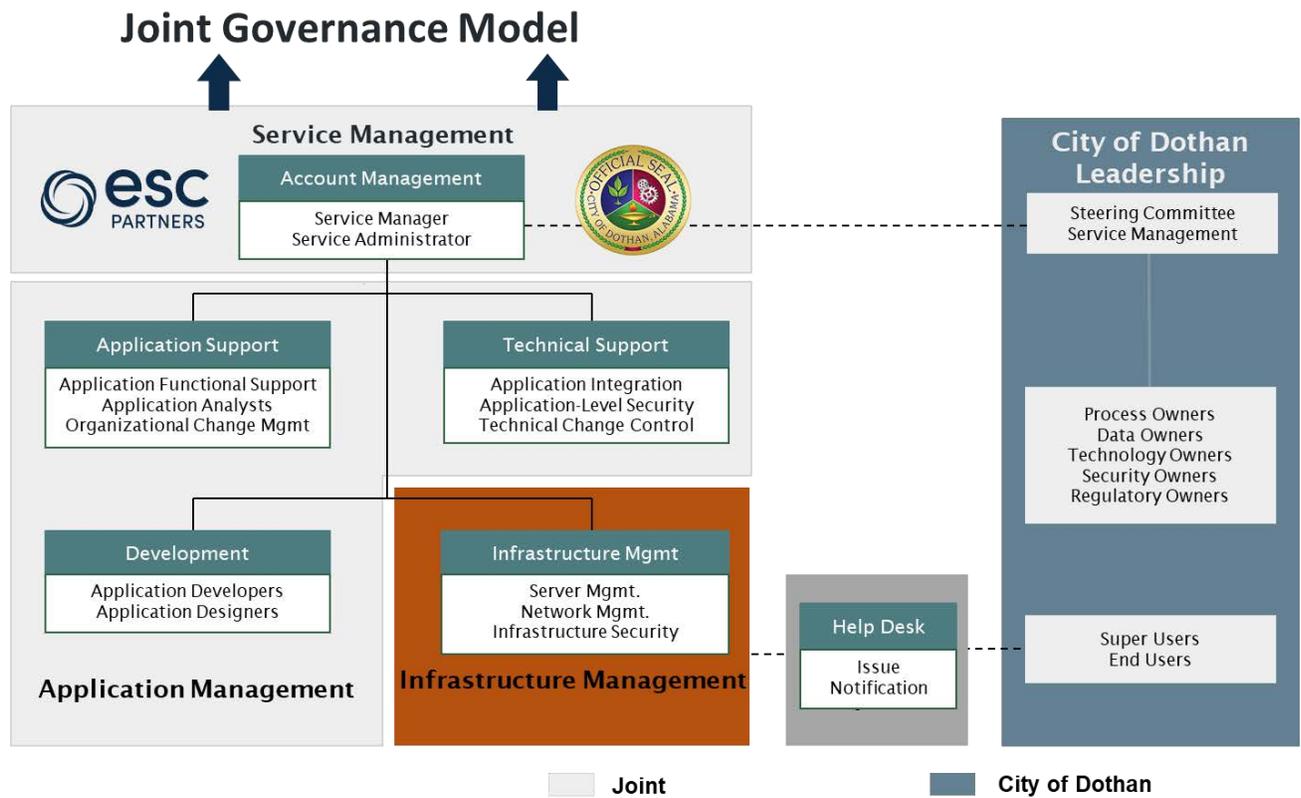
APPLICATION SERVICES SUPPORT STRUCTURE

Application support services will be provided by a strong, onshore/offshore model 24/7 support team with access to Level 3 product support from Oracle product support, as required. The diagram below describes Application Services Support in relation to the overall governance structure for the ESC team and the Oracle Cloud solution.

With Oracle Cloud subscription, City is enabled with Oracle Premier Support for the Oracle Cloud application.

Key features of Oracle Premier Support include:

- New product feature and updates, fixes, security alerts, and critical patch updates
- 24-hour commitment and response guidelines for Severity 1 service requests.



ESC utilizes the following definitions within this SLA section:

Our team will achieve the requirement defined in the RFP for responding to maintenance requests as follows

ESC TERM	DEFINITION
Event	System generated alert to the ESC support team from agents monitoring equipment and/or applications within the production environment.
Severity	Classification assigned to a Service Request. Used to determine response time and priority by ESC when a service request is issued.
Defect Severity Level 1 (HIGH)	An event or service request within the production environment(s) that prevents, or otherwise severely impacts, the client's ability to conduct business, requiring the quickest response time and resolution.
Defect Severity Level 2 & 3 (MEDIUM)	An event or service request within the production environment(s) that impairs the client's ability to conduct business but has a workaround and does not require immediate resolution.
Defect Severity Level 4	A request for service that does not require immediate resolution. May be a long-term enhancement request or placeholder for later review.
Target	Defined standard for a specific SLA measurement.
Goal	Percentage of time the target is met in ideal circumstances.
Success	Percentage of time the target is met over the course of the agreement to be considered successful.
Service Request	A request for support issued by the client via ESC's Helpdesk Support Utility (Ticketing System).

City Service Level Description	City Service Level Calculation (Target Response Time)	ESC Measurement and Target	ESC Goal	ESC Success
<p>Defect Severity Level 1: Requires immediate attention– Critical production functionality is not available, or many users cannot access the Application. Causes a major business impact where service is lost or degraded, and no workaround is available, therefore preventing operation of the business.</p>	<p>Request Response Time: 30 minutes.</p> <p>Request Resolution Time Target: < 2 hours.</p> <p>Maximum Permitted Request Resolution Time: < 48 hours</p>	<p>15 minutes from receipt of alert, during business hours (8am-5pm PT, weekdays and non-holidays) with subsequent updates at intervals of no greater than 60 minutes from the latest update, until Confirmation/Close</p> <p>Request Resolution Time Target: < 2 hours.</p> <p>Maximum Request Resolution Time: < 48 hours</p>	<p>Average resolution in twenty-four (24) hours</p>	<p>95%</p>

<p>Defect Severity Level 2: Requires priority attention - Some important production functionality is not available, or a small number of users cannot access the system. Causes significant business impact where service is lost or degraded, and no workaround is available, however the business can continue to operate in a limited fashion.</p>	<p>Request Response Time: 1 hr.</p> <p>Request Resolution Time Target: < 4 hours</p> <p>Maximum Permitted Request Resolution Time: < 96 hours</p>	<p>30 minutes from receipt of alert, during business hours (8am-5pm PT, weekdays and non-holidays) with subsequent updates at each business day, by 5pm, PT, until Confirmation/Close</p> <p>Request Resolution Time Target: < 4 hours</p> <p>Maximum Permitted Request Resolution Time: < 96 hours</p>	<p>Average resolution in three (3) Business Days</p>	<p>95%</p>
<p>Defect Severity Level 3: Requires attention –There is a problem or inconvenience. Causes a business impact where there is minimal loss of service and a workaround is available such that the system can continue to operate fully, and users are able to continue business operations.</p>	<p>Request Response Time: 1 hr.</p> <p>Request Resolution Time Target: < 6 hours</p> <p>Maximum Permitted Request Resolution Time: < 7 days</p>	<p>30 minutes from receipt of alert, during business hours (8am-5pm PT, weekdays and non-holidays) with subsequent updates at each business day, by 5pm, PT, until Confirmation/Close</p> <p>Request Resolution Time Target: < 4 hours</p> <p>Maximum Permitted Request Resolution Time: < 96 hours</p>	<p>Average resolution in eight (8) business days</p>	<p>95%</p>

<p>Defect Severity Level 4: There is a problem or issue with no loss of service and no business impact.</p>	<p>Request Response Time: 1 hr.</p> <p>Request Resolution Time Target: < 24 hours</p> <p>Maximum Permitted Request Resolution Time: < 7 days</p>	<p>60 minutes from time of receipt of alert, during business hours (8am-5pm PT, weekdays and non-holidays) and once each subsequent week, until Confirmation/Close</p>	<p>Average resolution in fifteen (15) business days</p>	<p>95%</p>
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ESC AMS team will adhere to City’s holiday calendar which City will be required to provide to ESC team at the beginning of each calendar year.

Reporting is an important aspect of the overall service level management process. The ESC team will gather data by automated and manual means (depending on the tools available for this partnership) and consolidate into meaningful reports

Our standard business practice is to develop SLAs jointly with the customer. This joint development is a multi-stage process, which follows ESC’s process framework (based on ITIL). This begins with establishing Service Level Requirements (SLRs), followed by a stabilization period in which Service Level Objectives are targeted, and, finally, the SLAs are established. This practice ensures a balance for both City and ESC whereby City has an SLA tailored to their specific needs without having to over-engineer the solutions.

The following sections describe aspects of this approach and ESC’s approach to Service Level Management in more detail.

THE SLA DEFINITION PROCESS

In general, SLA definition involves:

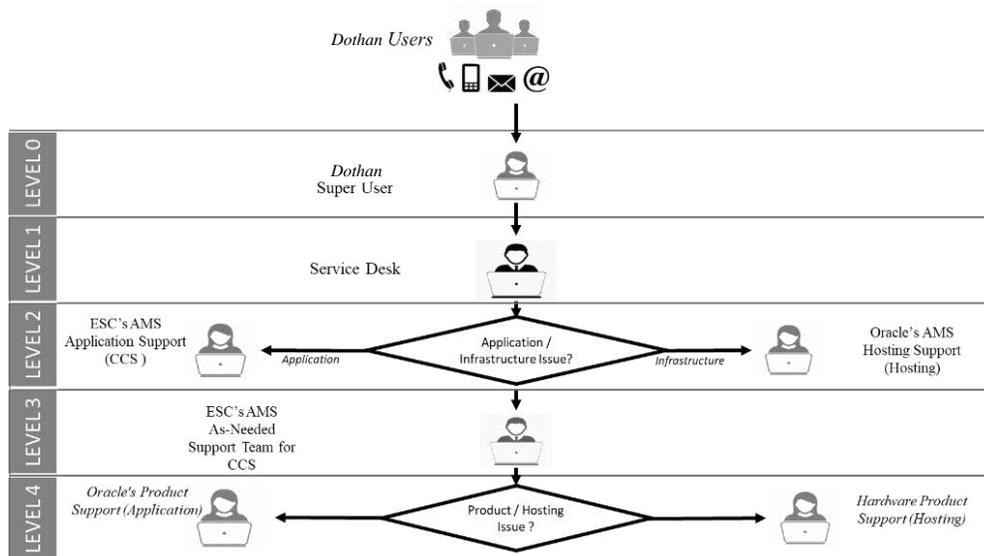
- Understanding the needs and objectives
- Determining and validating the SLR’s
- Verifying the stability of service
- Developing and obtaining agreement to the SLA

The process will vary slightly in relation to the maturity of the service level metrics and measurements at the time of transition. To rapidly manage the quality of service delivered, we propose to execute the following three-phase plan:

1. During the proposed **Converge** phase (Implementation phase), ESC and City will identify all components, elements, and severity levels, priorities subject to SLA or Key Measurements (KM). Methodologies, processes, and algorithms will also be defined. Temporary Service Level Objectives, "SLOs", will be mutually agreed upon.
2. The **Measurement** Phase will begin once agreement for the service levels have been established and will proceed to capture information for monthly reporting prior to the end of the post go-live/hyper care period. The post go-live period will last 4 months. During this phase ESC will perform the measurements agreed to and these measurements will be used to define the Service Levels Objectives for Critical (SLA) and Non-Critical (KM) components, elements, groups and services. It is expected that these measurements will be above the mentioned SLO and equal or above Industry Standards for a similar environment.
3. Based upon the results of the Measurement Phase, Service Level Agreements will be defined, negotiated, and documented.

Our team proposes that the post go-live support period be considered the Measurement Phase for the purposes of finalizing service levels. We are fully committed to SLA-based contracts supported with penalty and reward conditions.

APPLICATION SUPPORT WORKFLOW



The following chart shows the level of support involved in the Application Management Services and their responsibilities:

Level of Support	Responsible Group	Description of Support Services
Level 0	City Super User / Authorized Contact	Initial problem resolution support provided from super users to end users of the Oracle Cloud application. Where City super users cannot resolve the problem, they will contact and report the problem to ESC's Service Desk.
Level 1	ESC's or City Service Desk (Application or Hosting)	Problem resolution support for end users, which may include call triage and prioritization, navigation, password resets, "How to," or other support which can be done quickly without having to perform root cause analysis. May not be Oracle Cloud questions or issues.
Level 2	ESC's AMS Application Support (CCS)	<p>Break-fix resolution and root cause analysis support to address Oracle Cloud application problems assigned to ESC. Level 2 problems could include incidents/events, detailed how-to questions, configuration support or minor enhancements.</p> <p>Oracle Cloud break-fix resolution and root cause analysis support. Support includes hardware, network, security, access related issues.</p>
Level 3	ESC's AMS As-Needed Support Team	Major enhancements that require an estimate consisting of a full SDLC to implement, requiring scoping, planning, and management as standalone projects (e.g., introduction of a new module or sub-module).
Level 4	<p>Oracle's Product Support (Application)</p> <p>Hardware Product Support (Hosting)</p>	<p>Break-fix resolution and root cause analysis support to address Oracle Cloud and/or application problems which may require liaising with Oracle to resolve.</p> <p>Break-fix resolution and root cause analysis support to address hardware, Network or operating system related problems which may require liaising with product vendor to resolve.</p>

LEVEL 1 – SERVICE DESK RESPONSIBILITIES

Service Desk roles and responsibilities are as follows:

- Log any reported incident or inquiry and its related information in ESC's Ticketing tool.
- Transfer the incident or inquiry to the Application Support Services team. The incident or the inquiry is transferred to the application monitoring and tracking tool via an automatic interface.
- Responsible for the incident management process (from the creation to the resolution of the incident) for all incidents reported to them.

Assumption: Initial triage and problem resolution will be performed by ESC's Service Desk. The ESC Services will log, and dispatch reported incidents to Application Support or Infrastructure teams as required.

LEVEL 2 – APPLICATION SUPPORT SERVICES RESPONSIBILITIES

Application Support Services and Hosting Services roles and responsibilities include, but are not limited to, the following:

- Log updates to any reported incident or inquiry and its related information in ESC's Ticketing tool after assignment to the incident or inquiry.
- Provide answers to user inquiries and attempt resolution on application incidents where specific knowledge-base or personal expertise exists.
- Transfer the incident or inquiry to the Level 3 team (i.e., Oracle) whenever they cannot provide prompt resolution to the incident or quick answer to the inquiry, as defined in the Operational Framework.
- The Service Desk is responsible for the incident management process (from creation to resolution of the incident) for all reported incidents. They will track, report, and escalate as defined in the Operational Framework.
- Incident ownership always remains with the ESC Application Support team.

LEVEL 3 – APPLICATION AND INFRASTRUCTURE SUPPORT; ORACLE

Roles and responsibilities of Level 3 support in relation to incidents include:

- Provide SME support in incident diagnosis
- Provide SME support in the resolution of the incident
- Participate in escalations when required
- Participate in the preparation of the incident report.

The Incidents Management activity is largely reactive because the intention is to restore service to the end-users with minimum disruption to their work. Thus, the lifecycle of an incident is usually rapid from its logging to closure. Typically, incidents that cannot be resolved immediately by the service desk are also assigned to a client's business line specialist group in preparation for a work-around or resolution to be provided as

quickly as possible while the Level 2 or Level 3 support team continues the investigation and corrective measures.

LEVEL 4 – ORACLE CLOUD PRODUCT AND HOSTING HARDWARE SUPPORT

Roles and responsibilities of Level 4 support in relation to incidents include:

- Provide SME support related to Hardware and Software
- Provide patch support
- Provide hardware and software bug fixes

ESCALATION PROCESS

Hour of Day / Type of Call	Escalation	Contact Information
<p>During Business Hours (8:00am-5:00pm PST)</p> <p>Monday-Friday</p>		
<p>Primary Contact for critical and non-critical issues – email support distribution list – Please create a support ticket with all required information</p>	<p>Support email</p>	<p>CODsupport@esc-partners.com</p>
<p>Critical Problems – if no response in 30 minutes</p>	<p>Second Escalation (Call Project Lead)</p>	<p>Chen Gao, AMS Delivery Lead</p> <p>Email: chen@esc-partners.com</p>
<p>Critical Problems – if no response after three hours from initial call</p>	<p>Third Escalation (SVP of Global Delivery)</p>	<p>David Greenberg, SVP Global Delivery</p> <p>Email: david@esc-partners.com</p>

Anticipated Schedule

The term of this Application Managed Services Agreement shall commence on **each application go-live** (“Effective Date”) and shall end **twelve (12) months** from the Effective Date (“Initial Term”). Effective date will be documented via AMS Project Initiation document after go-live of each application being deployed. Thereafter the term of this Agreement shall be extended for successive one (1) year terms up to four (4) years, unless notice of nonrenewal is given ninety (90) calendar days prior to the upcoming extension date.

City of Dothan has the rights to choose the appropriate level of service based on the table below each calendar year providing ESC ninety days (90) written notice of renewal.

For clarity, City of Dothan during the testing phase of each application module will decide on what level of support services is needed and if needed even further breakdown service levels into individual components.

LEVEL OF SERVICE

ESC proposes to undertake and complete this effort as utilizing a fixed price per year over the course of twelve (12) months, starting effective date for each year.

Platinum Level – Level 1, 2, 3, 4

	Application	Yearly
Front Office	Community Development	\$150,000
	CRM	
Back Office	Finance	\$420,000
	Procurement	
	HR and Payroll	
	EPM	
	General Services	
Utilities	CCS+AMS	\$396,000
	OFSC	
	WACS	
	Portal	
	Total Cost	\$966,000.00

Gold Level – Level 2, 3, 4

	Application	Yearly
Front Office	Community Development	\$70,000
	CRM	
Back Office	Finance	\$380,000
	Procurement	
	HR and payroll	
	EPM	
	General Services	
Utilities	CCS+AMS	\$350,000
	OFSC	
	WACS	
	Portal	
	Total Cost	\$800,000.00

Silver Level – Level 3, 4

	Application	Yearly
Front Office	Community Development	\$40,000
	CRM	
Back Office	Finance	\$324,000
	Procurement	
	HR and payroll	
	EPM	
	General Services	
Utilities	CCS+AMS	\$300,000
	OFSC	
	WACS	

	Portal	
	Total Cost	\$664,000.00

Invoicing Schedule

Billing will occur on the effective date of each term year.

Travel and Expense

In an event of any travel and expense attached travel policies will be applied.

Termination

This agreement will follow the same termination procedure as the Master Service Agreement between the parties.



Fixed Price Exhibit

Oracle Contract Information

Customer: ESC Partners

Ordering Document Number: US-10942180

Exhibit Number: 1

This exhibit incorporates by reference the terms of the ordering document specified above.

1. Description of Services and Deliverables.

A. Definitions.

Within this exhibit, the following definitions will apply:

- i. **“Cloud”** is a general term meaning the delivery of hosted services over the internet.
- ii. **“Cloud Updates”** shall mean product releases of the Oracle Fusion Cloud Services.
- iii. **“Configure”** and **“Configuration”** shall mean the setup of the Oracle Cloud Application using the Standard Functionality provided within the Oracle Fusion Cloud Services release planned for Go Live.
- iv. **“Conversion”** shall mean the data conversions set forth in [Section 6.B](#) (Conversions) and subject to the complexity definitions set forth in [Section 6.C.ii](#) (Complexity Definitions).
- v. **“Countries”** or **“Country”** shall mean the country or countries set forth in [Section 1.D.v](#) (Country Assumptions).
- vi. **“Custom Reports”** shall mean the custom reports listed in [Section Error! Reference source not found.](#) (Custom Reports) below and modifications to Standard Reports and are subject to the complexity definitions set forth in [Section 6.C.iii](#) (Complexity Definitions).
- vii. **“CX”** shall mean Customer Experience.
- viii. **“Deliverable”** means the discrete output(s) of either ESC or Oracle of the City of Dothan as specified in the “Deliverable Name” column of the table in [Section 1.E](#) of this exhibit.
- ix. **“End-to-End Process”** shall mean the City of Dothan's business processes, related to, but outside of, the Oracle Cloud Applications.
- x. **“ESC”** or **“You”** shall mean the entity that executed the Agreement.
- xi. **“Existing Process”** shall mean the City of Dothan's legacy business processes prior to the onset of the project.

- xii. **“Flexfield”** is a flexible data field used to capture additional descriptive information or attributes.
- xiii. **“Global Design”** shall mean the part of the Services when (i) the To-Be Process and Oracle Cloud Applications are designed and harmonized to create the Global Template (if applicable); (ii) the strategy for Conversions, Integrations, Reports, training, and communications are developed; and (iii) the sequence and grouping of Countries/regions are confirmed. Global Design may be referred to as “Enterprise Design” if the Services are for a single Country.
- xiv. **“Global Template”** shall mean the globally consistent To-Be Process, Configurations, Conversions, Integrations, and Reports that all Countries/regions/business units will adapt to.
- xv. **“Go Live”** is complete for a Wave (as described in the timeline in [Section 1.C.i](#) of this exhibit if the project consists of more than a single Wave) when each of the Deliverables identified as “production” in the [Deliverables Section](#) below for such Wave has been accepted pursuant to the acceptance process set forth in [Section 3](#) (Acceptance of Deliverables).
- xvi. **“Integrations”** shall mean the data integrations set forth in [Section 6.A](#) (Integrations) and subject to the complexity definitions set forth in [Section 6.C.i](#) (Complexity Definitions).
- xvii. **“Ongoing Support Model”** shall mean the model (as set forth in the [Ongoing Support Model Deliverable](#) described in [Section 1.E](#) (Deliverables) below) under which the City of Dothan will support the Oracle Cloud Applications following the Post Go Live Assistance Period.
- xviii. **“Oracle Cloud Application(s)”** shall mean the in scope Oracle software application module(s) to be implemented based on the Oracle Fusion Cloud Services as listed in [Section 1.B.i](#).
- xix. **“Oracle Cloud Operations”** shall mean the Oracle organization in charge of operating the subscribed Oracle Cloud Services.
- xx. **“Oracle Cloud Services”** shall mean the Oracle hosted Cloud offering separately subscribed by the City of Dothan for the Oracle Cloud Applications.
- xxi. **“Oracle Modern Best Practices”** shall mean a collection of business processes that are pre-defined by Oracle and are designed to map to certain portions of the Standard Functionality contained in the respective Oracle Cloud Application.
- xxii. **“Oracle True Cloud Method+”** and **“TCM+”** shall mean the Oracle Cloud delivery approach (i.e., methods, Deliverables) that underpins the execution of Cloud projects.
- xxiii. **“Post Go Live Assistance”** shall mean assistance provided by Oracle during the Post Go Live Assistance Period to support the Oracle Cloud Applications and facilitate CITY OF DOTHAN’s transition to the Ongoing Support Model
- xxiv. **“Post Go Live Assistance Period”** shall mean the period beginning upon Go Live and ending after twenty-five (25) calendar days.
- xxv. **“Reports”** shall mean the Standard Reports and the Custom Reports.
- xxvi. **“Solution”** or **“solution”**, as used in this exhibit, shall mean the Oracle Cloud Applications and the Configurations, Reports, Conversions, and Integrations as specified in this exhibit and is not intended to bind Oracle to “solve” any product related issues or problems.
- xxvii. **“Sprint”** shall mean short, repeatable phases, four (4) weeks in length. Each Sprint should result in a prototype or workable version of the Oracle Cloud Application configuration for the business processes included in each Sprint. The purpose of Sprints is to break down a project into bite-sized chunks. This enables the team to plan a single Sprint at a time and adapt future Sprints based on the outcome of the Sprints already completed. There are nine (9) planned Sprints included in this exhibit.

- xxviii. **“Standard Functionality”** shall mean the standard functionality of the Oracle Cloud Applications as set forth in the relevant product documentation.
- xxix. **“Standard Reports”** shall mean the unmodified reports available in Standard Functionality of the Oracle Cloud Applications.
- xxx. **“To-Be Process”** shall mean CITY OF DOTHAN’s adapted business process flows within the Oracle Cloud Applications.
- xxxi. **“Validation”** or **“Validate”** shall mean a test or testing to confirm that the Oracle Cloud Applications are performing in accordance with the Global Template.

B. Cloud Applications and Scope of Services.

- i. Oracle Cloud Applications.

Using Oracle TCM+ and as further set forth in this exhibit, Oracle will implement Standard Functionality for the following Oracle Cloud Applications, modules, and processes:

Pillar	Application	Module(s)	Processes
CX	Oracle CX Public Sector	Community Development	Permitting, Planning, Code Enforcement & Business Licensing
CX	Oracle CX	Intelligent Advisor	Application Guide interview process
CX	Oracle CX	Digital Assistant	Standard permit search functionality

- ii. Services Overview.

Oracle will perform the following as described in this exhibit:

- a. Perform project management, governance, and deployment activities for the Oracle Cloud Applications as specified in [Section 1.C.iii](#).
- b. Design To-Be Processes that align to the Oracle Cloud Applications based on the Global Design as specified in [Section 1.C.iii](#).
- c. Configure and Validate the Oracle Cloud Applications as specified in [Section 1.C.iii](#).
- d. Design the Conversion strategy and load data as specified in [Section 1.C.iii](#) for the Oracle Cloud Applications after CITY OF DOTHAN has extracted them from CITY OF DOTHAN’s source systems, cleansed, and transformed the data (Conversions listed in [Section 6.B](#)).
- e. Design the Integration Strategy and integrate the Oracle Cloud Applications with CITY OF DOTHAN’s systems as specified in [Section 1.C.iii](#) for the Integrations.
- f. Design an organizational change management strategy and work with CITY OF DOTHAN to create training and communications to deliver to CITY OF DOTHAN’s end users as specified in [Section 1.C.iii](#).

C. Project Approach and TCM+ Stage Overview.

The Services will be provided using Oracle TCM+, which includes five (5) stages: Mobilize, Design, Localize and Validate, Go Live, and Optimize & Innovate as specified in the table in [Section 1.C.ii](#) below. The specific role of each party is set forth in [Section 1.C.iii](#).

- i. Project Timeline.

Sixteen (16) months

ii. TCM+ Stage Overview.

TCM+ Stage	Stage Overview
MOBILIZE	<p>The purpose of this stage is to ramp up the project team, establish the team culture, and confirm delivery expectations. During this stage, the team will collaborate to define how we will govern the project. This includes:</p> <ul style="list-style-type: none"> • Identifying the teammates empowered to make decisions • Agreeing on a cadence in which we monitor and report progress • Communicating the change control process • Communicating the Deliverable Acceptance Process • Drafting and confirming the Project Plan Deliverable, including planning the Global Design workshop objectives, schedule, participants, and logistics. • Establish the Project Charter
DESIGN	<p>This stage is dedicated to validating scope across the project and identifying any necessary scope changes (subject to the Change Control set forth in Section B.5 of the ordering document). The team will coordinate a series of Sprints to:</p> <ul style="list-style-type: none"> • Discuss the To-Be Process • Configuration of the Oracle Cloud Application <p>Oracle and You will work to define the Integration Strategy Deliverable which will confirm and finalize the Integration inventories.</p> <p>The Change Management Strategy Deliverable will be created and work will begin on the Communication Plan Deliverable and Training Plan Deliverable.</p>
LOCALIZE AND VALIDATE	<p>This stage is dedicated to validating the Configuration of the Oracle Cloud Applications prior to Go Live. The software will be Validated (i.e., tested) to confirm that the Configurations, and Integrations of the Oracle Cloud Applications enable the To-Be Process. The final Validation will be an end-to-end test (i.e., system Integration test, “SIT”) to confirm the Solution.</p> <p>A user acceptance test (“UAT”) is also completed, if needed, focusing on training and engaging the user community.</p> <p>Communications and training to the end user population will be drafted, finalized, and delivered.</p> <p>A Cutover Checklist Deliverable is also defined during this period in preparation for Go Live.</p>
GO LIVE	<p>During this stage, Conversions are Validated in preparation for Go Live. The team executes the Cutover Checklist to deploy the Oracle Cloud Applications, Integrations, and data to the production environment.</p> <p>Delivery of communications and training to end users will continue.</p>
OPTIMIZE & INNOVATE	<p>During this stage, Oracle will provide Post Go Live Assistance to address identified issues associated with the scope of the Services.</p>

iii. Activities.

Oracle and CITY OF DOTHAN will perform the activities specified in the Work Stream and Activities table below (the “**Activities**”). As used herein, “**Work Stream**” means a category of related Activities as set forth in the Work Stream and Activities table. As used in the Work Stream and Activities table below:

- a. “**Primary**” indicates the organization responsible for driving the completion of the Activity, including (but not limited to): authoring the associated Deliverable (if applicable), and scheduling and facilitating the necessary meetings to solicit input into the Deliverable/Activity.
- b. “**Support**” indicates the organization responsible for providing input into the completion of the Activity, including (but not limited to): reviewing and providing input into the content in the associated Deliverable/Activity, and participating in the necessary meetings to provide input into the Deliverable/Activity. Additional responsibilities specific to the support role are indicated in the table below (as needed). In the instances where Oracle is support, they can provide Deliverable examples, if needed.

#	Work Stream and Activities	Primary	Support	Notes About Support Role
#	Project Management Work Stream			
PM1	Oversee and facilitate performance of CITY OF DOTHAN's resources	CITY OF DOTHAN*	N/A	
PM2	Oversee and facilitate performance of Oracle resources	Oracle	N/A	
PM3	Provide executive sponsorship to oversee CITY OF DOTHAN's performance and resources	CITY OF DOTHAN*	N/A	
PM4	Provide executive sponsorship to oversee Oracle performance and resources	Oracle	N/A	
PM5	Prepare and execute monthly steering committee meetings	CITY OF DOTHAN*	Oracle	<ul style="list-style-type: none"> Help document and prepare materials for meetings
PM6	Document the Project Charter Deliverable as described in Section 1.F (Deliverables) below and establish a project governance committee.	Oracle	CITY OF DOTHAN*	
PM7	Execute project governance processes	Oracle	CITY OF DOTHAN*	
PM8	Document and manage the Project Plan Deliverable as described in Section 1.F (Deliverables) below	Oracle	CITY OF DOTHAN*	<ul style="list-style-type: none"> Document and manage activities owned by CITY OF DOTHAN that impact the Services Provide CITY OF DOTHAN's interdependencies for the Project Plan, including dependencies in CITY OF DOTHAN's organization with other projects and with third party vendors Co-author and provide input into the integrated Project Plan

#	Work Stream and Activities	Primary	Support	Notes About Support Role
PM9	Maintain the Project Plan and use it as the baseline to create a weekly status report (“ Status Report ”)	Oracle	CITY OF DOTHAN*	<ul style="list-style-type: none"> Assist with maintaining the Project Plan and provide accurate status of CITY OF DOTHAN-owned or interdependent activities
PM10	Compile Status Reports and jointly agree with CITY OF DOTHAN on the template and cadence to be used for the Status Reports	Oracle	CITY OF DOTHAN*	<ul style="list-style-type: none"> Document and provide input into the Status Report template Provide updates to the Status Report for CITY OF DOTHAN's owned activities
PM11	Conduct a project kick-off meeting with all project team members to review the Project Charter and Project Plan Deliverables	Oracle	CITY OF DOTHAN*	<ul style="list-style-type: none"> Provide a conference room, teleconferencing tools, and in room equipment to accommodate all participants participating at CITY OF DOTHAN locations Confirm CITY OF DOTHAN's participants and presenters for the meeting Help define the agenda and content for meeting, including confirming CITY OF DOTHAN participants who will present and endorse the project
PM12	Create an Ongoing Support Model Deliverable as described in Section F (Deliverables) below	CITY OF DOTHAN*	Oracle	<ul style="list-style-type: none"> Confirm CITY OF DOTHAN's support model for existing systems following Go Live Provide input on the impact of a proposed Ongoing Support Model Confirm the Ongoing Support Model
PM13	Manage and coordinate activities with CITY OF DOTHAN's third party vendors (Naviline, Bluebeam, Cybersource, etc.) aligning them and their delivery schedules with the project timeline	CITY OF DOTHAN*	Oracle	<ul style="list-style-type: none"> Provide input regarding third party vendor products and services with project dependencies that impact the Services
PM14	Coordinate activities with other dependent initiatives within CITY OF DOTHAN's organization, including projects being conducted in parallel or with dependencies necessary for deployment of the Oracle Cloud Applications	CITY OF DOTHAN*	Oracle	<ul style="list-style-type: none"> Provide input regarding dependent initiatives that may impact resources, schedule, scope, and/or Services
PM15	Create a Cutover Checklist Deliverable as described in Section 1.F (Deliverables) below.	Oracle	CITY OF DOTHAN*	<ul style="list-style-type: none"> Document the detailed tasks required to transition the Work Streams for which CITY OF DOTHAN is the Primary role to the new operating model, To-Be Process, and systems including resources and timing, based on input from the Work Streams Confirm all Work Streams are represented in the cutover plan Assist in maintaining the Cutover Checklist throughout Go Live

#	Work Stream and Activities	Primary	Support	Notes About Support Role
PM16	Collaborate and coordinate with resources across Oracle to address issues and questions that come up throughout the duration of the Services	Oracle	N/A	
PM17	Create an Environment Management Plan Deliverable as described in Section 1.E (Deliverables) below	Oracle	CITY OF DOTHAN*	
PM18	Execute the Environment Management Plan throughout the deployment(s), including the final deployment of the Solution into the production environment	Oracle	CITY OF DOTHAN*	<ul style="list-style-type: none"> Help coordinate and schedule environment related service requests with Oracle Cloud Operations
PM19	Confirm CITY OF DOTHAN's staff member workstation system compliance and any pre-installation activities as described in the Oracle Cloud Application documentation	CITY OF DOTHAN*	N/A	

#	Configuration/Functional Work Stream
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C1	Conduct a familiarization/education workshop during the TCM+ Design stage to demonstrate Oracle Cloud Application functionality using Oracle Modern Best Practice process flows, videos, and a pre-configured Cloud environment (where appropriate). Typical topics discussed include role based security, navigation, workflows, extensibility, and any Country/regional localizations (e.g. legal, statutory, or tax requirements) that may be required.	Oracle	CITY OF DOTHAN*	<ul style="list-style-type: none"> Help coordinate participants and confirm onsite and remote facilities
C2	Deliver As-Is End-to-End Process documentation	CITY OF DOTHAN*	N/A	
C3	Design a To-Be Process that aligns to the Oracle Cloud Applications.	Oracle	CITY OF DOTHAN*	<ul style="list-style-type: none"> Provide input into To-Be Process as part of Global Design and stakeholder reviews Maintain To-Be Process following Global Design Provide input into current state of end user experience to assess impacts
C4	Create the End-to-End Process Diagrams Deliverable as described in Section 1.F (Deliverables) below	CITY OF DOTHAN*	N/A	
C5	Identify business practice and procedure changes that will be required based on the To-Be Process and Global Template	CITY OF DOTHAN*	N/A	
C6	Identify changes to non-Oracle applications that will be required based on the To-Be Process and Global Template	CITY OF DOTHAN*	N/A	
C7	Execute Sprints to design and create the in scope Configurations. Compile a list of action items to work through, and manage any identified risks and issues.	Oracle	CITY OF DOTHAN*	<ul style="list-style-type: none"> Identify empowered and accountable resources to make decisions

#	Work Stream and Activities	Primary	Support	Notes About Support Role
C8	Execute Sprint Testing to Validate the Configuration, Integrations, and Reports in the enabling prototypes	Oracle	CITY OF DOTHAN*	<ul style="list-style-type: none"> Identify empowered and accountable resources to make decisions Validate the prototypes accurately reflect the Global Template and localizations required for each business unit/region/Country
C9	Prepare and finalize the Configuration Workbooks Deliverable as described in Section 1.F (Deliverables) below using a template provided by Oracle based on the final decisions CITY OF DOTHAN made throughout the Sprints. The Validated Configuration and corresponding Configuration Workbooks will be applied to the production environment for live business operation.	Oracle	CITY OF DOTHAN*	<ul style="list-style-type: none"> Review and Validate the final Configuration Workbooks
C10	Implement Configurations in CITY OF DOTHAN's pre-production environment for the Oracle Cloud Applications	Oracle	CITY OF DOTHAN*	
C11	Implement Configurations in CITY OF DOTHAN's production environment for the Oracle Cloud Applications	Oracle	CITY OF DOTHAN*	
C12	Implement required policy and procedure changes to support the To-Be Process and Oracle Cloud Applications	CITY OF DOTHAN*	N/A	
C13	Implement required changes to non-Oracle systems	CITY OF DOTHAN*	N/A	
C14	Assist with resolution of Configuration issues identified during testing/Validation and the Post Go Live Assistance Period	Oracle	CITY OF DOTHAN*	<ul style="list-style-type: none"> Advise on To-Be Process impacts Makes resources available for advice and guidance
C15	Prepare test scenarios for testing/Validation	Oracle	CITY OF DOTHAN*	
C16	Evaluate and test Cloud Updates	CITY OF DOTHAN*	Oracle	<ul style="list-style-type: none"> Share information about features in a Cloud Update and help advise on how to incorporate the Cloud Update into the Project Plan Deliverable

#	Conversions Work Stream	Primary	Support	Notes About Support Role
CON1	Provide information on CITY OF DOTHAN's data, including data models, data usage and legacy custom data	CITY OF DOTHAN*	N/A	
CON2	Create a Data Conversion Strategy Deliverable as described in Section 1.F (Deliverables) below	Oracle	CITY OF DOTHAN*	<ul style="list-style-type: none"> Provide insights about all data sources and quality of data Provide access to data owners across CITY OF DOTHAN's organization
CON3	Create Conversion design	Oracle	CITY OF DOTHAN*	

#	Work Stream and Activities	Primary	Support	Notes About Support Role
CON4	Extract data from CITY OF DOTHAN's source systems and provide to Oracle in an Oracle-specified format and location	CITY OF DOTHAN*	Oracle	<ul style="list-style-type: none"> Provide data formats, define delivery method, timing, volume, security and advise on strategy for consolidating different types of feeds
CON5	Map CITY OF DOTHAN's source data to the Oracle Cloud Applications	CITY OF DOTHAN*	Oracle	<ul style="list-style-type: none"> Answer questions about the data conversion tools Advise on Oracle Modern Best Practices Advise CITY OF DOTHAN on Oracle Cloud data structures and data requirements
CON6	Create data import scripts for the Oracle Cloud Applications	Oracle	N/A	
CON7	Validate data accuracy	CITY OF DOTHAN*	N/A	
CON8	Perform data deletion for business objects	Oracle	CITY OF DOTHAN*	<ul style="list-style-type: none"> Prepare and assist with executing related business objects
CON9	Cleanse source data provided to Oracle	CITY OF DOTHAN*	N/A	
CON10	Transform (as needed) source data provided to Oracle	CITY OF DOTHAN*	N/A	
CON11	Import data in CITY OF DOTHAN's pre-production environment for the Oracle Cloud Applications	Oracle	CITY OF DOTHAN*	<ul style="list-style-type: none"> Provide data to be imported
CON12	Import data into CITY OF DOTHAN's production environment for the Oracle Cloud Applications from source systems	CITY OF DOTHAN*	N/A	
CON13	Perform data stewardship activities in data management (e.g., cleansing, matching, and merging)	CITY OF DOTHAN*	Oracle	
CON14	Execute data load processes as part of Optimize & Innovate stage of TCM+	CITY OF DOTHAN*	Oracle	<ul style="list-style-type: none"> Answer questions about the data conversion tools Advise on Oracle Modern Best Practices
CON15	Resolve data quality issues as part of Optimize & Innovate stage of TCM+	CITY OF DOTHAN*	Oracle	<ul style="list-style-type: none"> Advise on Conversion standards
# Integrations Work Stream				
IN1	Create an Integration Strategy Deliverable as described in Section 1.F (Deliverables) below	Oracle	CITY OF DOTHAN*	<ul style="list-style-type: none"> Provide insights about CITY OF DOTHAN's systems Provide access to system owners across CITY OF DOTHAN's organization

#	Work Stream and Activities	Primary	Support	Notes About Support Role
IN2	Enable connectivity to the Oracle Cloud Applications, which includes opening firewall ports, configuring proxies, and managing all other network related data center activities	CITY OF DOTHAN*	Oracle	<ul style="list-style-type: none"> Obtain connectivity information for CITY OF DOTHAN's Oracle Cloud Applications Test and confirm connectivity
IN3	Communicate Integration requirements	CITY OF DOTHAN*	N/A	
IN4	Prepare Integration functional designs	Oracle	CITY OF DOTHAN*	<ul style="list-style-type: none"> Provide insights about CITY OF DOTHAN's systems Provide access to system owners across CITY OF DOTHAN's organization Validate and approve functional designs
IN5	Prepare Integration technical designs	Oracle	CITY OF DOTHAN*	<ul style="list-style-type: none"> Provide insights about CITY OF DOTHAN's systems Provide access to system owners across CITY OF DOTHAN's organization
IN6	Build Integrations into CITY OF DOTHAN's non-Oracle systems	Oracle	CITY OF DOTHAN*	
IN7	Implement the Integrations in CITY OF DOTHAN's production environment(s) for non-Oracle systems	Oracle	CITY OF DOTHAN*	
IN8	Prepare data extracts from the Oracle Cloud Applications for the Integrations	Oracle	CITY OF DOTHAN*	<ul style="list-style-type: none"> Make resources available for advice and guidance
IN9	Provision Test and data pre-processing environments for integrations including a database and remote desktop access via the internet as needed	CITY OF DOTHAN*	Oracle	<ul style="list-style-type: none"> Provide insight to what, if any pre-processing environments are needed
IN10	Prepare data imports into the Oracle Cloud Applications for the Integrations	Oracle	CITY OF DOTHAN*	<ul style="list-style-type: none"> Provide insights about CITY OF DOTHAN's systems Provide access to system owners across CITY OF DOTHAN's organization
IN11	Prepare data extracts from CITY OF DOTHAN's third party systems for the Integrations	CITY OF DOTHAN*	Oracle	
IN12	Prepare data imports into CITY OF DOTHAN's systems and third-party systems for the Integrations	CITY OF DOTHAN*	N/A	
IN13	Prepare unit test scripts for inbound data transfers into/from CITY OF DOTHAN's systems and third-party systems	CITY OF DOTHAN*	Oracle	
IN14	Prepare unit test scripts for outbound data transfers into/from the Oracle Cloud Applications	Oracle	CITY OF DOTHAN*	
IN15	Correct test defects with the Solution during SIT and UAT	Oracle	CITY OF DOTHAN*	<ul style="list-style-type: none"> Coordinate activities with CITY OF DOTHAN's system owners

#	Work Stream and Activities	Primary	Support	Notes About Support Role
IN16	Correct test defects with CITY OF DOTHAN's non-Oracle systems during SIT and UAT	CITY OF DOTHAN*	N/A	
IN17	Implement the Integrations in CITY OF DOTHAN's pre-production environment to facilitate Process Play Backs for the Oracle Cloud Applications	Oracle	CITY OF DOTHAN*	<ul style="list-style-type: none"> Coordinate activities with CITY OF DOTHAN's system owners
IN18	Implement the Integrations in CITY OF DOTHAN's production environment for the Oracle Cloud Applications	Oracle	CITY OF DOTHAN*	
IN19	Assist with resolution of Integration issues during the Post Go Live Assistance Period	Oracle	CITY OF DOTHAN*	<ul style="list-style-type: none"> Coordinate resolution with CITY OF DOTHAN's system owners (as needed)

#	Reports Work Stream	R1		
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RPT1	Create the Report Strategy Deliverable as described in Section 1.F (Deliverables)	Oracle	CITY OF DOTHAN*	
RPT2	Provide detailed requirements for the Reports	CITY OF DOTHAN*	Oracle	
RPT3	Prepare functional and technical designs for the Reports	Oracle	CITY OF DOTHAN*	<ul style="list-style-type: none"> Make resources available for advice and guidance
RPT4	Prepare unit test scripts for the Reports	Oracle	CITY OF DOTHAN*	<ul style="list-style-type: none"> Help correct deficiencies identified during unit testing
RPT5	Implement the Reports in CITY OF DOTHAN's pre-production environment for the Oracle Cloud Applications	Oracle	CITY OF DOTHAN*	<ul style="list-style-type: none"> Coordinate activities with CITY OF DOTHAN's system owners
RPT6	Implement the Reports in CITY OF DOTHAN's production environment for the Oracle Cloud Applications	Oracle	CITY OF DOTHAN*	<ul style="list-style-type: none"> Coordinate activities with CITY OF DOTHAN's system owners
RPT7	Assist with resolution of Report issues identified during the Post Go Live Assistance Period	Oracle	CITY OF DOTHAN*	<ul style="list-style-type: none"> Coordinate resolution with CITY OF DOTHAN's system owners (as needed)

#	Testing Work Stream	T1		
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TEST1	Create the Test Strategy Deliverable as described in Section 1.F (Deliverables) below for SIT and UAT	Oracle	CITY OF DOTHAN*	
TEST2	Create the Test Plan Deliverable as described in Section 1.F (Deliverables) below)	CITY OF DOTHAN*	Oracle	<ul style="list-style-type: none"> Provide guidance on building a test plan Provide baseline test scenarios
TEST3	Execute the Test Plan using the test scenarios	CITY OF DOTHAN*	Oracle	
TEST4	Assist with resolution of test issues during Validation and the Post Go Live Assistance Period	Oracle	CITY OF DOTHAN*	
TEST5	Correct test defects in CITY OF DOTHAN's non-Oracle systems	CITY OF DOTHAN*	N/A	

#	Work Stream and Activities	Primary	Support	Notes About Support Role
TEST6	Manage defect resolution, including assigning owners to fix the defects and managing status through resolution	CITY OF DOTHAN*	Oracle	
TEST7	Confirm the Oracle Cloud Applications and the associated Configurations, Integrations, Conversions, Extensions (if needed), and Reports are ready to be deployed in CITY OF DOTHAN's production environment	CITY OF DOTHAN*	Oracle	

Post Go-Live Support

SUP1	Provide Post Go-Live assistance during the Post Go-Live Assistance Period	Oracle	CITY OF DOTHAN*	
SUP2	Review production Oracle Cloud Application functionality weekly and recommend any corrective actions-during the Post Go-Live Assistance Period	Oracle	CITY OF DOTHAN*	
SUP3	Review functional issues weekly, document changes and request, and recommend any corrective actions during the Post Go-Live Assistance Period	Oracle	CITY OF DOTHAN*	
SUP4	Provide an assessment of issues and use reasonable efforts to assist in resolution of the issues based on the severity level of the issues during the Post Go-Live Assistance Period.	Oracle	CITY OF DOTHAN*	
SUP5	Prioritize and assist with the resolution of any system issues in Production	CITY OF DOTHAN*	Oracle	

Change Management Work Stream

CM1	Create a Change Management Strategy Deliverable as described in Section 1.F (Deliverables) below	CITY OF DOTHAN*	Oracle	
CM2	Complete a stakeholder impact assessment to confirm the To-Be Process and role alignment	Oracle	CITY OF DOTHAN*	
CM3	Create a Training Plan Deliverable	Oracle	CITY OF DOTHAN*	
CM4	Document a Communications Deliverable as described in Section 1.E (Deliverables) below	CITY OF DOTHAN*	N/A	
CM5	Provide CITY OF DOTHAN's end users the access necessary to access all virtual training	CITY OF DOTHAN*	N/A	
CM6	Deliver training content	Oracle	CITY OF DOTHAN*	
CM7	Onboard leaders, coaches, and change agents to help advocate for and drive the change globally	CITY OF DOTHAN*	N/A	
CM8	Manage training logistics (including securing locations, hardware, system access, required photocopies, and data setup in a non-production environment where appropriate, etc.)	CITY OF DOTHAN*	N/A	

#	Work Stream and Activities	Primary	Support	Notes About Support Role
CM9	Execute changes to the organizational model and roles, and measure the change across the organization	CITY OF DOTHAN*	N/A	

*For all activities in the table immediately above where City of Dothan is designated as either “Primary” or “Support”, ESC shall be solely responsible for securing City of Dothan's performance in connection with such activities.

D. Scope Assumptions.

The Services shall be subject to the assumptions set forth in this [Section 0](#).

i. Oracle Cloud Applications Assumptions.

#	Scope	Scope Assumption	Details
General Assumptions Across Oracle Cloud Applications			
G1	Countries	USA	
G2	Security Profiles	Standard Functionality	A set of criteria that identifies objects of a single type for the purposes of securing access to those objects.
G3	Standard Reports	Standard Functionality	Standard Business Intelligence Publisher (“BIP”) and Oracle Transaction Business Intelligence (“OTBI”) for the Oracle Cloud Applications.
G4	Custom Reports (including Modifications to Standard Reports)	Up to fifteen (15)	Details for custom Reports: <ul style="list-style-type: none"> • Five (5) moderate complexity • Five (5) complex complexity • Five (5) high complexity <i>NOTE: Custom Reports are listed in Section Error! Reference source not found. and complexity definitions are in Section 6.C.iii.</i>
G5	Languages	One (1)	US English
G6	Localizations	In Scope	Available localizations in Standard Functionality. Localization is the process of adapting the Oracle Cloud Applications for specific languages or regions.
G7	Data Roles	In Scope	Standard Functionality A defined set of data describing the job a user does within that defined set of data. A data role inherits job or abstract roles and grants entitlement to access data within a specific dimension of data based on data security policies.

#	Scope	Scope Assumption	Details
G8	Currencies	One (1)	US Dollar
G9	Dashboards and Infolets	In Scope	<p>Dashboards are a collection of analyses and other content, presented on one or more pages to help users achieve specific business goals.</p> <p>Infolets are used to aggregate key information.</p>
G10	Active Employees	Up to sixty (60)	<p>Details for active employees:</p> <ul style="list-style-type: none"> • Sixty (60) full time/part time
Permitting & Licensing			

LP1

Building Permit Types

Up to forty one (41)

Configuration will consist of the following components:

- Online application submittal
- Back office application submittal
- Fee assessment and payment processing both online and in back office
- Inspection scheduling, assignment, and completion including mobile inspection functionality
- Workflow and review processing

The above components are for the following Permit Types:

- Commercial New
- Commercial Alteration
- Residential New
- Residential Alteration
- Demolition
- Fence
- Fire Protection System, Automatic Fire Sprinkler
- Fire Protection System, Commercial Fire Alarm System
- Fire Protection System, Fixed Fire Suppression System
- Underground Tank
- Manufactured Housing
- Public Works, Curb Cut
- Public Works, Driveway Pipe
- Public Works, Land Disturbance
- Public Works, Paving
- Public Works, Site Development
- Public Works, Tower
- Public Works, Utilities
- Commercial Roofing/Siding
- Residential Roofing/Siding
- Sewer, New Connection
- Sewer, Repair
- Commercial Electric

#	Scope	Scope Assumption	Details
			<ul style="list-style-type: none"> - Commercial Gas - Commercial Mechanical - Commercial Plumbing - Residential Electric - Residential Gas - Residential Mechanical - Residential Plumbing - Water Tap - Lawn Sprinkler - Sign, Off-Premise - Sign, On-Premise - Sign, Temporary - Swimming Pool, Private - Swimming Pool, Public - Tent - Tree Cutting, Commercial - Tree Cutting, Residential - Water Well - Yard Sale

#	Scope	Scope Assumption	Details
LP2	Planning Permit/Entitlement Types	Up to eleven (11)	<p>Configuration will consist of the following components:</p> <ul style="list-style-type: none"> • Online application submittal • Back office application submittal • Fee assessment and payment processing both online and in back office • Inspection scheduling, assignment, and completion including mobile inspection functionality • Workflow and review processing <p>The above components are for the following Permit Types:</p> <ul style="list-style-type: none"> - Development Plan - Rezoning - Certificate of Appropriateness - Subdivision, Preliminary Plat - Subdivision, Final Plat - Subdivision, Minor - Resubdivision - Resurvey - Special Exception - Building Variance - Manufactured Home

#	Scope	Scope Assumption	Details
	Business License Types	Up to thirteen (13)	<p>Configuration will consist of the following components:</p> <ul style="list-style-type: none"> • Online application submittal • Back office application submittal • Fee assessment and payment processing both online and in back office • Workflow and review processing • License Issuance & renewal <p>The above components are for the following Permit Types:</p> <ul style="list-style-type: none"> • Out of Town • In Town Commercial, Typical • In Town Commercial, Food Service • In Town Commercial, Day Care • In Town Commercial, Group Home • In Town Commercial, Tattoo Parlor • In Town Residential, Qualified Home Occupation • In Town Residential, Non-Qualified Home Occupation, Board of Zoning Adjustment • In Town Residential, Non-Qualified Home Occupation, Non-Board of Zoning Adjustment • Alcohol Licensing • Solicitor Permit • Ambulance Driver • Gold/Silver Dealer • Taxi Driver • Going out of Business Sale

#	Scope	Scope Assumption	Details
LP3	Code Enforcement	Up to ten (10)	<p>Includes the following components:</p> <ul style="list-style-type: none"> • Online and Back Office Complaint submittal, including sub-types • Case creation and tracking • Fee assessment, invoicing and payment processing both online and in back office • Inspection scheduling, assignment, and completion including mobile inspection functionality • Workflow and review processing
LP5	Training	Up to fourteen and a half (14.5) days of total training	<p>Conduct the following training courses:</p> <ul style="list-style-type: none"> • Product Familiarization – one (1) day overview of product training that occurs at the beginning of the project to establish baseline understanding of core design concepts, usability and terminology • Methodology Training – four (4) hour session on the agile implementation methodology including how it works, what to expect, benefits and next steps • Product Administration – three (3) day review of administration toolsets including: setting up permit types, modifying and creating workflow, fee setup, user defined fields, etc. • Report Development Training - two (2) days Report Development and data model training course, using real examples and out of the box reports, to prepare You for development and deployment of report outputs required for system use. There will be up to seven (7) participants per course. • Oracle will provide four (4) end user training courses for up to two (2) days each to review daily end user functionality including: creating permits, assessing fees, creating and completing inspections, managing workflow, and issuing permits. Twenty (20) participant's maximum per course.

#	Scope	Scope Assumption	Details
LP6	User Acceptance Testing	Up to thirty (30) days	<ul style="list-style-type: none"> Provide a framework for system testing and manage the execution Seek to resolve logged system issues of medium and high priority prior to go-live unless otherwise agreed to by the implementation team Maintain a log of all system testing issues and meet to review progress with implementation team, with such meetings scheduled to occur no less frequently than once per week.
LP7	Post Go-Live Assistance	Up to twenty-five (25) days	
Intelligent Advisor			
IA1	Intelligent Advisor Processes	In Scope	Deploy up to five (5) processes/questionnaires

ii. Conversion Assumptions.

#	Item	Assumption	Details
CONV1	Data file transfer scripts	One way	Transfer scripts are from non-Oracle Cloud Application source to Oracle Cloud Application, or from Oracle Cloud Application to an external system
CONV2	Data format	Consistent	Data coming from multiple source systems is formatted the same as one (1) or a series of batch files The format will be defined during Global Design and adhered to throughout deployment
CONV3	Data Conversion mappings	Leverage delivered layouts	Utilize Oracle Cloud Application Standard Functionality layouts and handling exceptions (as necessary)
CONV4	Tools	File based data import	File based data import is a data processing tool used to load data into Oracle Cloud Financials applications from external sources Data to be converted must adhere to the file based data import standards for data loading
CONV5	Pre-production Data Conversion iterations	Up to three (3)	Data will be converted up to three (3) times following the pre-defined Conversion processes established during Enterprise/Global Design
CONV6	Production Data Conversion iterations	One (1)	

iii. Integration Assumptions.

#	Item	Assumption	Details
INT1	Integration automation	In Scope	Integrations will be automated using the Standard Functionality of the Oracle Cloud Applications and the middleware deployed Depending on Standard Functionality of the Oracle Cloud Applications and the Integration platform, all Integration design patterns will be employed
INT2	Oracle Cloud Applications	In Scope – Generally available release of Oracle Cloud Applications	Integrations will be limited to interfaces available in the generally available release of the Oracle Cloud Applications

iv. Reports Assumptions.

#	Item	Assumption	Details
RT1	Reporting tool	OTBI	Used for ad-hoc and dashboard operational reporting
RT2	Reporting tool	BIP	Used for pixel perfect and high-volume reporting

v. Country Assumptions.

#	Country
CO1	United States

E. Cloud Updates.

Cloud Updates are mandatory within the time period announced by Oracle and involve the fleet wide patching of a previous release. The available Cloud Update window is reduced once the end of the Cloud Update period nears. It is assumed that a new release Cloud Update is estimated to occur two to four (2-4) times a year.

As required, the impact of Cloud Updates is assessed at the announcement of the release and any impact on timeline or effort may be handled via the change control process to adjust timeline, effort, and cost of the project accordingly.

The Cloud Update activities will run in parallel with the regular project activities and the effort (i.e., regression testing, acceptance of new features for Oracle Cloud Applications) associated with the Cloud Update effort is included in the scope of services. Detailed plans are to be prepared jointly after the release announcement along with the impact analysis through the review of the release notes. Oracle will try and minimize impact on the project delivery. Timing is dependent on the progress of the implementation project at the moment of the release.

F. Deliverables.

Services performed by Oracle under this exhibit shall be for the purpose of providing the Deliverables where Oracle is identified as the owner in the table below. ESC will be responsible for providing the Deliverables where CITY OF DOTHAN is identified as the owner in the table below. **“Owner”** indicates the organization responsible for driving the completion of the Deliverable, including (but not limited to): authoring the Deliverable, and scheduling and facilitating the necessary meetings to solicit input into the Deliverable.

#	Deliverable Name	Owner	Deliverable Description/Acceptance Criteria
D1	Project Charter	Oracle	<p>Does the document:</p> <ul style="list-style-type: none"> • Detail the scope of the project in accordance with this exhibit – what is in and out of scope? • Articulate the delivery principles – how the team will work together to deliver the project? • Identify the key outcomes of the project – what are the business goals? • Provide a guide/mission that grounds the project work effort? • Identify project sponsor? • Identify key stakeholder groups? • Define the Status Report template, process, and meetings to enable the process? • Describe project document lifecycle and storage standards, including how risks, issues, actions, and decisions will be documented and managed to resolution? • Define the process for escalating issues, risks, and decisions? • Confirm who, within ESC's, CITY OF DOTHAN's and Oracle's organizations, is empowered to resolve/mitigate different types of issues/risks and make decisions? • Confirm the pace at which issues, risks, and decisions need to be acted on and closed? • Detail the Deliverable acceptance process (Subject to Section 3, Acceptance of Deliverables, below), including test scenarios for each applicable Deliverable, the reviewers and approvers, and the status definitions as a Deliverable moves through the acceptance process?
D2	Project Plan	Oracle	<p>Does the document:</p> <ul style="list-style-type: none"> • Define the project schedule of when activities, tasks, and Deliverables are to be completed, and identify the associated dependencies to complete the defined schedule? • Identify the resources required to execute the defined schedule?
D3	End-to-End Process Diagrams	CITY OF DOTHAN	<p>Does the document:</p> <ul style="list-style-type: none"> • Contain the End-to-End Process flow diagrams? • Specify the To-Be Process? • Specify the process steps that will be performed outside the Oracle Cloud Applications?

#	Deliverable Name	Owner	Deliverable Description/Acceptance Criteria
D4	Environment Management Plan	Oracle	<p>Does the document:</p> <ul style="list-style-type: none"> Document the process to be used to make changes to instances, including pod refreshes, access management (for Configurations, Conversions, etc.), and how Cloud Updates will be implemented? Define roles and responsibilities associated with the different environments (i.e., who has access, what type of access they have)? Define what type of data is converted into/available to which environment?
D5	Ongoing Support Model	CITY OF DOTHAN	<p>Does the document:</p> <ul style="list-style-type: none"> Define the strategy for how the Oracle Cloud Applications will be supported following the Post Go Live Assistance Period? Define the roles and responsibilities for the Ongoing Support Model?
D6	Cutover Checklist	Oracle	<p>Does the document:</p> <ul style="list-style-type: none"> Identify the list of cutover activities and tasks required to move Configurations, Conversions, Integrations, and Reports into the production environment? Define how handoffs are documented including how each cutover activity is status reported, which role completes the activity, and how notifications of cutover are reported?
D7	Configuration Workbooks	Oracle	<p>Does the document:</p> <ul style="list-style-type: none"> Contain the relevant Configurations and, if applicable, Reports for the Oracle Cloud Applications? Identify Countries/regions that will have localizations?
D8	Data Conversion Strategy	Oracle	<p>Does the document:</p> <ul style="list-style-type: none"> Detail the Conversion strategy, source systems, approach, technical conversion tools, critical dependencies, and the relevant data governance processes that will be adhered to throughout the duration of the project?
D9	Integration Strategy	Oracle	<p>Does the document:</p> <ul style="list-style-type: none"> Detail the approach, technical tools, critical dependencies, and the relevant Integration governance process that will be adhered to throughout the duration of the project? Confirm the current technical architecture and how the technical architecture changes will be implemented?
D10	Change Management Strategy	CITY OF DOTHAN	<p>Does the document:</p> <ul style="list-style-type: none"> Define the goals, expected outcomes, critical success factors, and how the change management work is organized? Confirm the stakeholders who will be impacted by the change, including an assessment of the level of impact?

#	Deliverable Name	Owner	Deliverable Description/Acceptance Criteria
D11	Communication Plan	Oracle	<p>Does the document:</p> <ul style="list-style-type: none"> Define the communications that will be delivered (and to whom) as part of the deployment? Confirm who, within CITY OF DOTHAN, will create, review, and distribute the communications?
D12	Training Plan	Oracle	<p>Does the document:</p> <ul style="list-style-type: none"> Define the training (by type) that will be delivered by Oracle (and to whom) as part of the deployment? Confirm who, within Oracle, will create, review, and distribute the training?
D13	Communications	CITY OF DOTHAN	<p>Does the document:</p> <ul style="list-style-type: none"> Contain the communications identified in the Communication Plan Deliverable? Confirm how the Countries/regions/business units can adapt the communications to meet their local needs?
D14	Report Strategy	Oracle	<p>Does the document:</p> <ul style="list-style-type: none"> Document the approach for the design, development and delivery of Reports? Outline the reporting platforms, architecture, and data sources driving the Reports? List the Report inventory?
D15	Test Strategy	Oracle	<p>Does the document:</p> <ul style="list-style-type: none"> Define the strategy for testing? Confirm the entrance and exit criteria for each cycle? Define which stakeholders to involve throughout the testing effort? Confirm the testing approach?
D16	Test Plan	CITY OF DOTHAN	<p>Does the document:</p> <ul style="list-style-type: none"> Define the testing schedule and the accountable resources to complete the work? Confirm the test data, Integrations, and Configurations that are required to execute the testing? Confirm the approach to manage defects from identification through resolution? Define the test scenarios and detailed test scripts (where needed) to execute testing?
D17	Configuration (Production)*	Oracle	<p>Do the Oracle Cloud Applications:</p> <ul style="list-style-type: none"> Contain the Configurations and, if applicable, Reports as documented in the Configuration Workbooks?

#	Deliverable Name	Owner	Deliverable Description/Acceptance Criteria
D18	Converted Data (Production)*	Oracle	Do the Oracle Cloud Applications: <ul style="list-style-type: none"> Contain the data as documented in the Data Conversion Strategy Deliverable?
D19	Integrations (Production)*	Oracle	Do the Oracle Cloud Applications: <ul style="list-style-type: none"> Contain the Integrations as documented in the Integration Strategy Deliverable?

Notes:

- * Indicates the components that make-up the Oracle Cloud Applications Go Live in the production environment. A Go Live is complete when each of the identified Deliverables for the Go Live have been accepted pursuant to the acceptance process set forth in [Section 3](#) (Acceptance of Deliverables) below.

2. ESC's Obligations and Project Assumptions.

ESC acknowledges that ESC's timely provision of and access to office accommodations, facilities, and equipment (if applicable), and assistance, cooperation, and complete and accurate information and data from ESC's officers, agents, and employees (collectively, "cooperation") are essential to the performance of any Services as set forth in this exhibit. Additionally, ESC is responsible for securing all necessary cooperation from the City of Dothan in connection with the Services. Oracle will not be responsible for any deficiency in performing Services if such deficiency results from ESC or City of DOTHAN's failure to provide full cooperation from both ESC and City of Dothan.

ESC acknowledges if Oracle's cost of providing Services is increased because of either ESC's or CITY OF DOTHAN's failure to meet the obligations listed in this exhibit, failure to provide cooperation, or because of any other circumstance outside of Oracle's control, then ESC agrees to pay Oracle for such increased costs. Such increased costs may include time during which Oracle resources are under-utilized because of delays.

ESC acknowledges that Oracle's ability to perform the Services depends on ESC's fulfillment of the obligations and assumptions set forth in this exhibit.

A. ESC's Obligations.

- i. Require City of Dothan to obtain Oracle Cloud Services subscription(s) for the Oracle Cloud Applications under separate contract prior to the commencement of Services under this exhibit and maintain such Oracle Cloud Services for the duration of the Services provided under this exhibit.
- ii. If Oracle provides ESC and/or CITY OF DOTHAN with access to a third party tool (software or cloud service) to facilitate collaboration between ESC and/or CITY OF DOTHAN and Oracle related to the Services ("Third Party Collaboration Tool"), ESC and/ or CITY OF DOTHAN agrees to comply with the applicable terms found at <https://www.oracle.com/a/ocom/docs/corporate/ocs-third-party-tools.pdf>. Such applicable terms shall become binding upon any use by ESC and/or CITY OF DOTHAN of the corresponding Third-Party Collaboration Tool.

For any other Third Party Collaboration Tools not provided by Oracle, including ESC and/or CITY OF DOTHAN's internal collaboration tools (if any) that will be utilized by project members, ESC and/or CITY OF DOTHAN will obtain the rights for Oracle resources to use such Third Party Collaboration Tools for the duration of the project.

- iii. Provide Oracle with full access to the relevant documentation and the functional, technical, and business resources with adequate skills and knowledge to support the performance of Services.

- iv. Provide or require City of Dothan to provide, for all Oracle resources performing Services at CITY OF DOTHAN's site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, legally acceptable oxygen concentration levels, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations).
- v. Provide or require City of Dothan to provide, any notices, and obtain any consents, required for Oracle to perform Services.
- vi. Limit Oracle's access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
- vii. Provide or require City of Dothan to provide, Oracle resources with remote access to CITY OF DOTHAN's systems and environments required for such the Services, using an Oracle-defined standard virtual private network or an Oracle Web Conference or similar, agreed-upon third-party web conferencing application (collectively, "Remote Access Tools"), including by: (a) installing the Remote Access Tools prior to the commencement of Services and maintaining them for the duration of the Services (e.g., by acquiring any equipment and performing labor) to ensure all components of CITY OF DOTHAN's Oracle software environment are accessible and in compliance with all Oracle's requirements; and (b) obtaining all rights to use the remote access tools for all Oracle resources providing remote Services. ESC acknowledges and agrees that: (i) Oracle is not responsible for network connections or any related problems, such as bandwidth issues, excessive latency, network outages, or any performance or other conditions caused by an internet service provider or the network connections; and (ii) all terms and conditions applicable to any third-party web conferencing application shall have no force or effect whatsoever.
- viii. As required by U.S. Department of Labor regulations (20 CFR 655.734), CITY OF DOTHAN will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on site.
- ix. The Services scope in this exhibit is limited to up to two (2) non-production environments and one (1) production environment procured separately by CITY OF DOTHAN. The final project environments will be defined in the [Environment Management Plan Deliverable](#). The pre-production environment(s) will be required to allow the flexibility needed for meeting the timelines while having parallel Configuration, Validation, and Integration/ Conversion activities. If it is determined by Oracle that additional environments are necessary, CITY OF DOTHAN will procure those environments from Oracle separately.
- x. Perform all tasks assigned to ESC in this exhibit and providing the project Deliverables identified above in a timely manner.
- xi. Provide or require City of Dothan to provide all files from CITY OF DOTHAN's existing applications for Integrations and Conversions in a format and level of detail specified by Oracle and required to load into the Oracle Cloud Applications.
- xii. Fill with ESC resources or require CITY OF DOTHAN's resources to fill the following roles:
 - a. Part-time project sponsors to help resolve escalated issues, make decisions, and set project direction
 - b. Part-time project director to oversee the project
 - c. Part-time project managers to help manage the Project Plan, execute status, and deploy the solution
 - d. Part-time solution architect to confirm the solution and validate localizations, as applicable
 - e. Part-time business process owners to confirm decisions and help shape the solution
 - f. Data leads and data specialists to help extract, cleanse, and Validate data

- g. Integrations lead and developers to help design, build, and test Integrations back to CITY OF DOTHAN's systems
 - h. Part-time change management lead to confirm and execute the [Change Management Strategy Deliverable](#)
 - i. Part-time testing lead to plan and execute testing
- xiii. If while performing Services, Oracle requires access to other vendor's products that are part of CITY OF DOTHAN's system, ESC will require CITY OF DOTHAN be responsible for acquiring all such products and the appropriate license/usage rights necessary for Oracle to access and use such products on CITY OF DOTHAN's behalf.

B. Project Assumptions.

- i. The parties estimate that the project will commence on or about July 1, 2021 and be completed on or about October 30, 2022. Any changes to the timeline will be managed through the Change Control Process set forth in Section B.5 of the ordering document.
- ii. Any timelines or completion dates discussed with ESC, referenced in this exhibit, or set forth in a document described in this exhibit are estimated dates and are intended for planning purposes only. Oracle does not guarantee that these estimated dates will be met; however, Oracle will use commercially reasonable efforts to meet the estimated dates.
- iii. Oracle resources will not typically perform Services on holidays recognized by Oracle or on weekends. However, with ESC or CITY OF DOTHAN's permission, Oracle resources may choose to perform Services during such periods.
- iv. All project Deliverables will be created using standard Oracle TCM+ templates and formats.
- v. All project documentation, presentations, and project communication will be in US English.
- vi. Any work ESC requests beyond the scope stated in this exhibit will need to be presented by ESC for approval through the agreed upon governance process. The standard Oracle Change Control Process set forth in Section B.5 of the ordering document will be followed, to make the necessary changes to this exhibit, including any changes to the fees and estimated expenses.
- vii. Oracle will, at its sole reasonable discretion, determine the number and manner in which resources are assigned to perform its obligations.
- viii. Configuration of the Oracle Cloud Applications will be limited to the Standard Functionality generally available in the base Oracle Cloud Applications release planned for Go Live.
- ix. Unless otherwise specified, common requirements and business processes will be utilized for the Services specified in this exhibit.
- x. Anything not expressly listed in the Description of Services and Deliverables is not included in the scope of, or estimated fees for, Services.

3. Acceptance of Deliverables.

Upon completion of any Deliverable owned by Oracle as set forth in [Section 1.E](#) of this exhibit, Oracle shall provide a copy thereof to ESC. At such time, if ESC requests, Oracle will demonstrate to ESC that such Deliverable conforms to the acceptance criteria specified for such Deliverable in [Section 1.F](#) of this exhibit. ESC will be responsible for any additional review and testing of such Deliverable in accordance with any mutually agreed Test Scenarios that apply to such Deliverable. If the Oracle-owned Deliverable does not conform with the acceptance criteria for such

Deliverable specified in [Section 1.F](#) of this exhibit, ESC shall have five (5) business days after Oracle’s submission of the Deliverable (“**acceptance period**”) to give Oracle written notice which shall specify the deficiencies in detail. Oracle shall use reasonable efforts to promptly cure any such deficiencies. After completing such cure, Oracle shall resubmit the Deliverable for ESC review and testing as set forth above. Upon accepting any Deliverable submitted by Oracle, ESC shall provide Oracle with written acceptance of such Deliverable. If ESC fails to provide written notice of any deficiencies within the acceptance period, as provided above, such Deliverable shall be deemed accepted at the end of the acceptance period.

4. Fees, Expenses, and Taxes.

A. Fees and Expenses.

ESC agrees to pay Oracle the fee specified below for the Services and Deliverables described in this exhibit. This fee does not include expenses or taxes. Once an Oracle Deliverable is accepted, or deemed accepted, in accordance with [Section 3](#) (Acceptance of Deliverables), the corresponding fee for such Deliverable specified below becomes due and payable and Oracle shall thereafter invoice, and ESC shall pay, such Deliverable fee; this payment obligation shall become non-cancelable and the sum paid non-refundable on such acceptance date.

Provided ESC is not in breach of any of its payment obligations under this exhibit, ESC may withhold from the amount due under each invoice a holdback equal to five percent (5%) of such invoice (the "Holdback"), provided that such Holdback may only be deducted from the amount of fees due for the applicable Deliverable detailed in this section and not from amounts due for incidental expenses including travel or other expenses, or taxes. The total amount of the Holdback (\$57,500.00) ("Holdback Invoice") shall become non-cancelable and non-refundable and shall be invoiced after all the Deliverables have been delivered and accepted. Such Holdback Invoice shall be due net thirty days from the date it is sent.

Deliverable #	Deliverable Name	Month	Fee	Holdback	Invoice Amount
D1	Project Charter	2	\$50,000.00	\$2,500.00	\$47,500.00
D2	Project Plan	1	\$50,000.00	\$2,500.00	\$47,500.00
D4	Environment Management Plan	2	\$50,000.00	\$2,500.00	\$47,500.00
D6	Cutover Checklist	13	\$100,000.00	\$5,000.00	\$95,000.00
D7	Configuration Workbooks	12	\$200,000.00	\$10,000.00	\$190,000.00
D8	Data Conversion Strategy	7	\$100,000.00	\$5,000.00	\$95,000.00
D9	Integration Strategy	5	\$100,000.00	\$5,000.00	\$95,000.00
D11	Communication Plan	3	\$50,000.00	\$2,500.00	\$47,500.00
D12	Training Plan	3	\$50,000.00	\$2,500.00	\$47,500.00
D14	Report Strategy	8	\$75,000.00	\$3,750.00	\$71,250.00
D15	Test Strategy	9	\$100,000.00	\$5,000.00	\$95,000.00
D17	Configuration (Production)	15	\$75,000.00	\$3,750.00	\$71,250.00

Deliverable #	Deliverable Name	Month	Fee	Holdback	Invoice Amount
D18	Converted Data (Production)	16	\$75,000.00	\$3,750.00	\$71,250.00
D19	Integrations (Production)	15	\$75,000.00	\$3,750.00	\$71,250.00
	Holdback	16			\$57,500.00
			Total Fixed Fee		\$1,150,000.00

Expenses related to the providing of the Oracle services and Deliverables are specified in ESC 's order. Such expenses will be invoiced monthly as they are incurred.

B. International Tax/Resource Cost.

ESC acknowledges that the performance of Services under this exhibit may involve use of resources from a country or location other than that in which the Services are to be performed (“**non-native resources**”). The use of non-native resources may create a tax reporting and filing obligation for such resource in such country or location and may cause Oracle to incur incremental tax costs and other administrative costs (e.g., costs arising from tax preparation, reporting and filing obligations) associated with placing a non-native resource in the country or location in which the Services are be performed. These costs are separate from and in addition to expenses. The costs as related to the performance of Services under this exhibit are defined as Resource Costs. Accordingly, for Services performed under this exhibit, in addition to paying Oracle the fees for Services plus taxes and expenses, ESC agrees to pay Resource Costs to Oracle within thirty (30) days of the date of an invoice(s) for such Resource Costs.

5. Project Management.

ESC and Oracle each agree to designate a project manager and ESC agrees to require City of Dothan to designate a project manager whom shall be responsible for coordinating its activities under this exhibit. ESC and Oracle each shall direct all inquiries concerning the Services to the other party's project manager. ESC's project manager shall have the authority to approve Services on ESC's behalf. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

6. Reference Tables.

A. Integrations.

#	Integration	Source	Target(s)	Complexity
INTE1	Payment Processing	Oracle Community Development	Cybersource or Paypal	Moderate
INTE2	Electronic Document Review	Oracle Community Development	Bluebeam	Simple
INTE3	Address/Parcel/Owner	County Assessor	Oracle Community Development	Moderate
INTE4	Financials	Oracle Community Development	Naviline	Moderate

#	Integration	Source	Target(s)	Complexity
INTE5	CRM	Oracle Engagement Cloud	Oracle Community Development	Simple
INTE6	GIS	ESRI	Oracle Community Development	Simple

B. Conversions

#	Business Objects	From System(s)	Complexity
CNV1	Historical Building and Planning Permits and Active Business Licenses	<ul style="list-style-type: none"> Central Square Naviline 	Moderate

C. Complexity Definitions.

i. Integrations.

Extensibility Type	Parameters/ Effort Type	Simple	Moderate	Complex
Inbound Integration (Representation- al State Transfer (“REST”) Application Programming Interface (“API”))	<ul style="list-style-type: none"> Number of REST requests REST API call is CITY OF DOTHAN’s responsibility for point-to-point Integrations For Oracle Integration Cloud-based integrations, REST API calls are Oracle’s responsibility 	<ul style="list-style-type: none"> Up to three (3) REST requests 	<ul style="list-style-type: none"> Up to (7) PSCR REST requests PSCR API calls abstracted via OIC web service 	<ul style="list-style-type: none"> Up to twelve (12) PSCR REST requests PSCR API calls abstracted via OIC web service OIC fault handling implemented
Outbound Integration (BIP Extract)	<ul style="list-style-type: none"> Number of output columns Data selection criteria and exclusion rules Need for specific delivery options Need to pass the extract data to Business Intelligence (“BI”) report Complexity of the BI template (etext, RTF formats) 	<ul style="list-style-type: none"> Up to twenty (20) output columns One (1) selection criteria Simple custom extraction logic Simple delivery method No BI template or simple BI template with basic or no validations or conditional logic Standard Functionality scheduling logic 	<ul style="list-style-type: none"> Up to thirty (30) output columns Up to three (3) selection criteria Moderate custom extraction logic with simple scheduling logic BI report template required to format and present the extracted data in required format and layout Moderate BI template with basic validations and conditional logic 	<ul style="list-style-type: none"> Up to sixty (60) output columns Up to seven (7) selection criteria Complex custom extraction logic BI report template required to format and present the extracted data in required format and layout Complex BI template with complex validations and conditional logic

Extensibility Type	Parameters/ Effort Type	Simple	Moderate	Complex
PaaS Inbound Batch Integration – Oracle Integration Cloud (“OIC”) Inbound Integration	<ul style="list-style-type: none"> Source file format e.g., (csv, Fixed width vs database) Source file has all required field mapping (A to B) or enrichment is required Volume of records Error notification, summary report, file archival requirements Type of data load (setup or transaction) Number of records to be loaded 	<ul style="list-style-type: none"> File received requires very simple A to B field transformation using Extensible Stylesheet Language Transformations (“XSLT”) Low volume of up to 1,000 records and less than 10MB file One (1) to five (5) business objects No database transformation required No enrichment required 	<ul style="list-style-type: none"> Single file with simple transformation and simple enrichment Moderate record volume of greater than ten (10) MB and database transformation is required Error report and notification One (1) to seven (7) business objects 	<ul style="list-style-type: none"> Multiple source files that require enrichments and transformations Complex conditions and business validations High volume interfaces, batching/ chunking of vendor files Database Integration or File Server Integration Error report and notification. One (1) to fifteen (15) business objects
PaaS Outbound Integration – OIC Outbound Integration	<ul style="list-style-type: none"> Volume of records Transformation requires database transformation File delivery location e.g. SFTP, on-prem file server, database Number of entities (e.g., records, inspections, payments) Number of output columns Data selection criteria and exclusion rules Scheduled vs near-real time (triggered by Business Rules Framework or Process Cloud) 	<ul style="list-style-type: none"> Up to three (3) entities Up to twenty (20) output columns Simple custom extraction logic No or simple BI template with very basic or no validations or conditional logic Standard Functionality scheduling logic 	<ul style="list-style-type: none"> Up to six (6) entities Up to thirty (30) output columns Moderate custom extraction logic Moderate BI templates required with basic validations and conditional logic 	<ul style="list-style-type: none"> OIC sends final summary notification Database integration Up to eight (8) entities Up to forty (40) output columns Complex custom extraction logic Complex BI report template required to format and present the extracted data in the required format and layout Complex BI template with moderate validations and conditional logic

ii. Conversions.

Extensibility Type	Parameters/ Effort Type	Simple	Moderate	Complex
Data Conversion	<ul style="list-style-type: none"> Number of sub-entities Data structure (hierarchy) Number of data attributes per entity Number of years-worth of historical data 	<ul style="list-style-type: none"> One (1) data source Up to five (5) record types Up to fifty (50) data attributes Ten (10) years of data 	<ul style="list-style-type: none"> One (1) data source Up to fifteen (15) record types Up to 150 data attributes Twenty five (25) years of data 	<ul style="list-style-type: none"> One (1) to three (3) data sources Up to fifty (50) record types Up to 1,000 data attributes Fifty (50) years of data

iii. Reports.

Extensibility Type	Parameters/ Effort Type	Simple	Moderate	Complex
BIP Reports (New Custom Report)	<ul style="list-style-type: none"> Report layout Number of parameters (prompts)/LOVs (List of Values) Number of tables involved Drill-down features Multiple level of grouping and sorting Language translation (multi-lingual reporting) Graphical representation Conditional formatting 	<ul style="list-style-type: none"> Simple list/tabular report with totals Up to three (3) parameters or LOVs Up to five (5) tables No drill-down feature No grouping of data No conditional formatting and graphs 	<ul style="list-style-type: none"> Detailed list/tabular report Up to five (5) parameters or LOVs Requires up to eight (8) tables Up to six (6) simple calculation logics and three totals No drill-down features No sorting or grouping of data required 	<ul style="list-style-type: none"> Cross Tab (Pivot table) Reports with hierarchies and multiple conditions Requires up to ten (10) parameters and/or ten (10) LOVs Requires more than ten (10) tables Requires up to six (6) sets of moderate calculation logic and up to four (4) totals Report query having many joins, item classes, drilling, summaries and parameters from multiple standard business areas Multiple levels of grouping and sorting of data

Extensibility Type	Parameters/ Effort Type	Simple	Moderate	Complex
BIP Reports (Modified Standard Report)	<ul style="list-style-type: none"> • Data extraction logic • Report layout • Number of parameters (prompts) • Number of LOV (List of Values) • Calculation logic • Drill-down features • Multiple level of grouping and sorting 	<ul style="list-style-type: none"> • Layout changes - label/logo/ header/footer changes • Column changes - additions [Delete this row if Reports will not be provided] Configuration (Production)* (from existing table in query; no new joins), deletions, column format changes • Addition of two (2) parameters (prompts) • Simple calculation logics and up to two (2) calculations 	<ul style="list-style-type: none"> • Simple changes to data extraction logic • Layout changes from simple to tabular format • Dynamic sorting of results • Moderate calculation logics and up to three (3) calculations • Addition of five (5) parameters (prompts) • Additional LOVs registration up to two (2) numbers 	<ul style="list-style-type: none"> • Extensive changes to data extraction logic • Layout changes from simple to Cross-Tab format • Dynamic layout (based on parameters) and dynamic sorting of results • Complex calculation logics and up to five (5) calculations • Reports with multiple layouts • Additional LOVs registration up to five (5) numbers • Addition of five (5) parameters (prompts)

Extensibility Type	Parameters/ Effort Type	Simple	Moderate	Complex
OTBI Reports (New Custom Reports)	<ul style="list-style-type: none"> • Report layout • Filter conditions • Drill-down features • Calculation logic • Multiple levels of grouping and sorting • Specific view requirements • Dashboard functionality 	<ul style="list-style-type: none"> • Simple list OR Cross tab (Pivot table) report layout • Up to five (5) filter conditions (prompts) • No Drill-down features • No calculation logic • No multiple level of grouping and sorting • No specific view requirements • No dashboard 	<ul style="list-style-type: none"> • Cross tab (Pivot table) or tabular format Reports • Up to five (5) filter conditions (prompts) • Reports allowing up to one level of drill-down • One (1) simple calculation; up to one (1) total • No multiple level of grouping and sorting • No specific view requirements • Simple dashboard 	<ul style="list-style-type: none"> • Cross Tab (Pivot table) Reports with hierarchies and multiple conditions • Up to ten (10) filter conditions (prompts) • Reports allowing up to three (3) levels of drill- down • Up to three (3) calculations and up to five (5) totals • Multiple levels of grouping and sorting of data • Report show data specific to login user and max to one level of directs • Complex dashboard functionality with multiple attributes

Extensibility Type	Parameters/ Effort Type	Simple	Moderate	Complex
OTBI Reports (Modified Standard Report)	<ul style="list-style-type: none"> Report layout additions/ changes Filter condition additions/ changes Drill-down feature additions/ changes Calculation logic additions/ changes Multiple level of grouping and sorting Specific view requirements 	<ul style="list-style-type: none"> Layout changes - label/logo/ header/footer changes Layout change from simple to tabular format Addition of up to two (2) filter conditions (prompts) Addition of simple calculation logics up to two (2) calculations 	<ul style="list-style-type: none"> Layout changes - label/logo/ header/footer changes Layout change from simple to tabular format Addition of up to five (5) filter conditions (prompts) Addition of simple calculation logics up to four (4) calculations 	<ul style="list-style-type: none"> Layout changes - from simple to Cross Tab format Addition of up to five (5) filter conditions (prompts) Report changes to allow up to one (1) level of drill-down Changes to show data specific to user logged in Multiple levels of grouping and sorting of data Addition of simple calculation logics up to four (4) calculations



CONTRACT STATEMENT OF WORK

Customer: City of Dothan

Vendor: Enterprise Solutions Consulting, LLC
(ESC Partners)

Project: Oracle Implementation Services

Execution Date: 06/15/2021

Document Control

Owner	ESC Partners
Status	Initial Outline

Version	Description of Change	Date	Author
1	Document Outline	March 19, 2021	Jessica Speed
2	Updates	June 8, 2021	City of Dothan
3	Final Version	June 9, 2021	RJ Kumar

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Signature Page

STATEMENT OF WORK

THIS FIXED PRICE, FIXED SCOPE STATEMENT OF WORK (“SOW”) is entered into as of this ____ day of _____, 2021 (the “Effective Date”) by and between **Enterprise Solutions Consulting, LLC (ESC Partners)**, a Delaware corporation (hereinafter “VENDOR”), and **City of Dothan, an Alabama City** (“Client” or “**CLIENT**”).

This **SOW** is supplemental to the Master Services Agreement between VENDOR and Client (the “Master Agreement”). Capitalized terms not defined herein shall have the meanings attached to them in the Master Agreement.

If there is any inconsistency between this SOW and the Master Agreement, the SOW shall be controlling, and take precedent unless expressly otherwise provided in the SOW.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this SOW on the Effective Date.

CLIENT: CITY OF DOTHAN

VENDOR: ESC PARTNERS

By: _____

By: _____

Name: Mark Saliba

Name: RJ Kumar

Title: Mayor, City of Dothan, AL

Title: Chief Executive Officer

1.0 OVERVIEW

1.1 Project Major Components Summary

Client has embarked on this project for the purpose of implementing and integrating Oracle Front Office, Back office and Utilities applications ("Oracle Cloud Application Suite") to replace Client's current legacy system through Enterprise Solutions Consulting, LLC. ESC will provide program management, change management, and implementation services for implementation of Oracle Cloud Application Suite for Client.

Vendor has reviewed and concurred to the schedule, their planned resource levels and Client planned resource levels documented in this SOW. Vendor represents that adequate time and resources have been accounted for in this SOW to meet the overall twenty-eight (28) month Go-Live schedule with three (3) months of post implementation approach for the program.

The services to start this SOW will start no later than the second Monday after Contract execution or mutually agreed date by Client and Vendor [the "Commencement Date"]. Any dates specified in this SOW will be adjusted accordingly based on the actual Commencement Date. The current SOW schedule assumes a July 5, 2021 Commencement Date; and all schedule dates will be pushed out accordingly from this date.

Vendor has reviewed the Oracle Ordering Documents and has confirmed and approved that Client is ordering the necessary modules and quantities from Oracle to implement the Solution and Go-Live schedule to meet their requirements. Vendor has also confirmed and approved that Client production configuration will meet the specifications required for Vendor to meet the Performance Criteria in Section 3.0.

1.2 Business Objectives of the Project

Client has set forth several major requirements that Vendor agrees shall be met by Vendor for this project:

- Delivers an economical long-term solution with flexible cloud options allowing the Client to grow without concerns of partner or information technology limitations
- Improves the customer experience – Digital Experience
- Enables efficient business management now and in the future
- Offers state of the art functionality to improve internal efficiency
- Provides a modern technological platform that can easily integrate with ancillary solutions
- Limits customizations and adopts best practices
- Becomes the system of record for all customer related interactions.

1.3 Guiding Principles for the Project

Client and Vendor agree to the following overarching principles to guide the project.

All Vendor and Client team members need to understand the methodology described in this document, so everyone agrees to the same approach.

When there are tasks or deliverables that are dependent upon completion of prior tasks and the delivery of prior deliverables, Vendor and Client will follow the agreed upon sequence as outlined in Section 5 of this SOW.

Keep the project moving forward by making decisions in an expedient manner. If additional team members are required to make a decision, identify those parties early to keep decisions being made in a timely manner.

The Vendor and Client will not try to reinvent the legacy system, but rather will incorporate best practices, when possible, as long as they do not conflict with regulatory requirements, and maximize the capability of the system to manage our business.

The Vendor and Client will continuously ask why the standard best practices won't work and be open minded in considering alternatives.

The Vendor and Client will avoid custom programming wherever possible to minimize scope change and reduce system maintenance.

The Vendor and Client will focus on today's business requirements while considering potential future requirements.

The Vendor and Client will not take shortcuts and will focus on performing work right the first time.

There will be problems during the project, always address those problems head on and openly with each other. The Vendor and Client need to build a strong working relationship between all parties. All parties will conduct themselves honestly and with respect in all situations.

The Vendor and Client will minimize waste on this project. Everything the Vendor and Client does, as part of this project should be necessary and provide value to something else. For example, the Vendor and Client will not conduct meetings without an agenda and a clearly defined purpose and outcome.

Always remain focused on our project goals, focus on activities that will continue to move the project forward.

1.4 Deliverable Acceptance Criteria

The following Acceptance Process will apply for all Vendor deliverables, whether in document form or other form.

Microsoft Project Schedule will be utilized to plan and track the Deliverable Acceptance Process and tasks will be built into the initial schedule for the process. The Schedule will allocate a five (5)

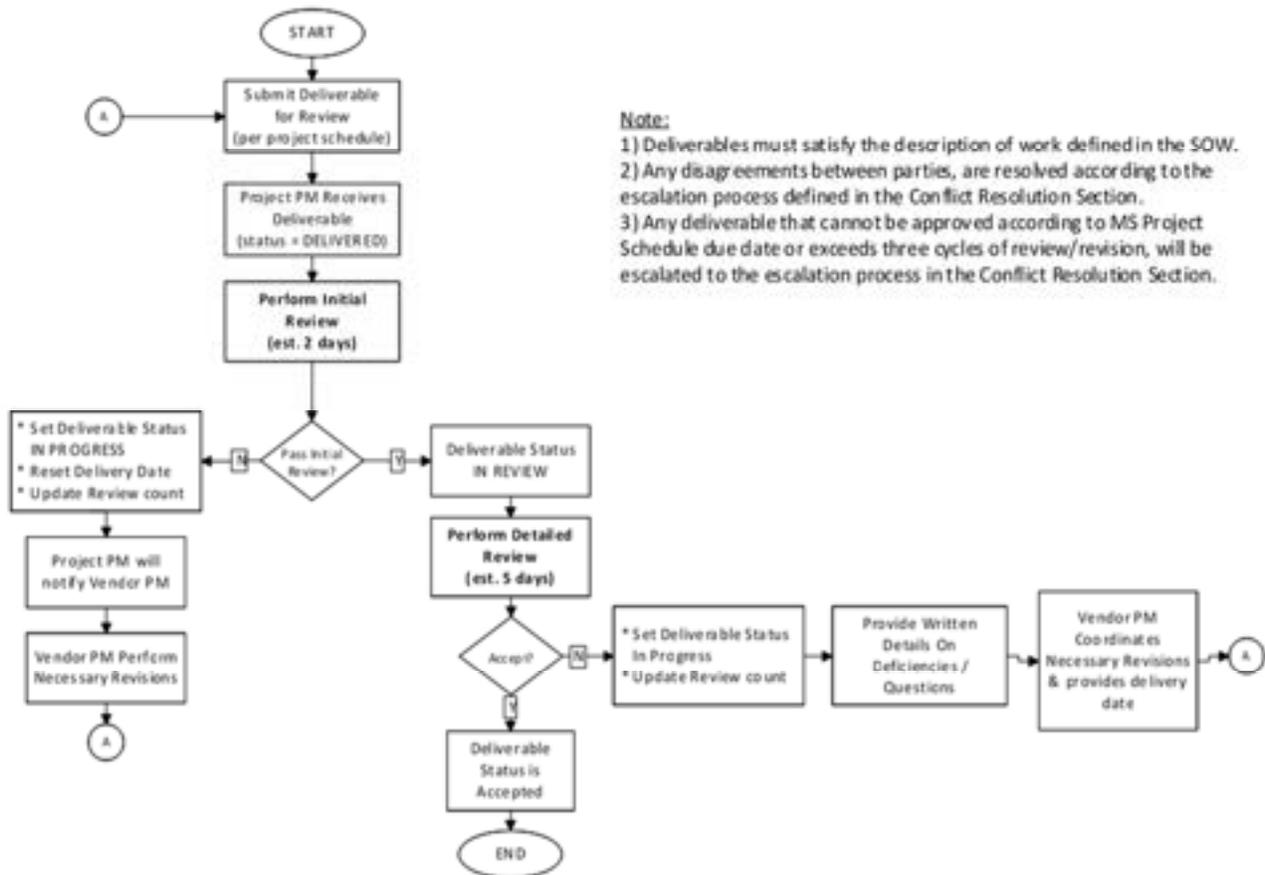
business day approval duration by the receiving party, unless otherwise negotiated. The Client and Vendor's project managers will develop the Microsoft Project Schedule and define the approval durations mutually based on the type and complexity of the Deliverable. The approval duration will assume a Walkthrough is being performed. If multiple deliverables are scheduled for the same timeframe for the same approvers, additional time will be allocated if deemed necessary by the Client and Vendor's project managers.

If there are significant quality issues with a deliverable, the Microsoft Project Schedule may require additional tasks or resource additions for the best tracking of that deliverable's approval process. The Client project manager will work with the Vendor project manager on determining when and if additional updates are required to the Microsoft Project Schedule.

Deliverables will be delivered according to the Project Schedule in most cases but may be delivered early at the discretion of the responsible party. Deliverables delivered early will be initially reviewed (see below) but may not be reviewed (based on resource availability) in depth until the due date specified in the MS Project Schedule.

Both parties will adhere to the following process.

Deliverable Acceptance



Note:
 1) Deliverables must satisfy the description of work defined in the SOW.
 2) Any disagreements between parties, are resolved according to the escalation process defined in the Conflict Resolution Section.
 3) Any deliverable that cannot be approved according to MS Project Schedule due date or exceeds three cycles of review/revision, will be escalated to the escalation process in the Conflict Resolution Section.

Process	Details
<p>Delivery</p>	<p>The Vendor will collaborate with the subject matter experts and Client as the Deliverable is created, to ensure that it is properly tailored for the Client and this Project. This collaboration period may involve reviewing sections of the Deliverable, or even the entire Deliverable, but these are working sessions and do not constitute “Delivery” of the Deliverable.</p> <p>When the Vendor deems the applicable Deliverable to meet the Specifications and to be complete, it will be delivered to the approving Client Project Manager. This is considered the formal “Delivery.” The initial review would now begin.</p> <p>When the Deliverable is formally delivered, the Client will change the status of the Deliverable in the Deliverable List to “Delivered” and will note the delivery date.</p>
<p>Initial Review</p>	<p>Within two business (2) days of delivery, the Client Project Manager will perform a brief, high-level review to see if it generally meets the Specifications and is complete and accurate enough to be considered “Delivered”. This initial review is expected to take less than thirty (30) minutes.</p> <p>If the Client Project Manager determines that the Deliverable does not meet the Specifications or is not complete and accurate enough to be considered “Delivered” for a detailed review by the Client, he or she will notify the Vendor Project Manager in writing, will reset the status in the Deliverable List to “In Progress” and will reset the delivery date.</p> <p>If the Client Project Manager determines that it does generally meet the Specifications and is complete and accurate enough to be considered “Delivered”, he or she will discuss with the Vendor Project Manager the need for a group Walkthrough or individual review and change the status of the Deliverable in the Deliverable List to “In Review” and provide to the Client for start of the detailed review.</p>
<p>Detailed Review</p>	<p>The in-depth review and approval of Deliverables will be scheduled and carried out according to the MS Project Schedule. Any Deliverable Walkthrough or review that requires a total (all parties) of time exceeding a half-day must be scheduled in the MS Project Schedule and included in resource leveling.</p> <p>The Vendor Project Manager will schedule the Walkthrough according to the MS Project Schedule. At the Walkthrough, the Vendor will provide an orientation to the Deliverable, review major points, and respond to questions.</p> <p>The Client will review the Deliverable in detail and determine whether it fully conforms to the Specifications. The reviewing party will review the Deliverable based on the schedule duration as defined in the MS Project Schedule. This constitutes the first review.</p> <p>In the event that the Deliverable is incomplete, unclear or deficient, the Client will provide a detailed list in writing of the Deficiencies and questions, before the end of the review period as defined in the MS Project Schedule. The Vendor shall have five (5) Business Days (or such other period as specified in the Project Schedule) from the date excluding the receipt date it receives the list of Deficiencies, to respond to all such questions and otherwise complete corrective actions in order for such Deliverable to conform to the applicable Specifications and other applicable requirements of this SOW, and to again Deliver the Deliverable to the Client. The Acceptance Process set forth in this Section shall be repeated until such time as all Deficiencies are resolved.</p> <p>Because the Vendor has collaborated with the Client during development and the Client Project Manager has done an initial review, the risk of a complete re-write is reduced. However, in the unlikely case that a complete re-write of the document is required, the delivery date will be reset, and the process will restart with development of the Deliverable.</p> <p>After the expiration of the planned review period for the Deliverable as scheduled in the MS Project Schedule; if Client has not provided feedback or requested an extension date and Client has neither Accepted nor Rejected such Deliverable, Vendor may give written notice thereof to</p>

Process	Details
	<p>Client and, if Client has neither Accepted nor Rejected such Deliverable within two (2) Business Days following such written notice, the Deliverable will be deemed to have been Accepted.</p> <p>Acceptance of a Deliverable means that during the applicable review period, Client has not identified any Deficiencies with respect to such Deliverable. Acceptance of a Deliverable (i) does not waive any rights or remedies of Client under this Agreement, or relieve Vendor of any of its obligations under this Agreement, with respect to the other Deliverables, and (ii) shall not be deemed to modify any such Deliverable except to the extent set forth in a Change Order approved by each Party.</p>
<p>Revision / Review Cycle</p>	<p>The number of cycles of revision/review will be tracked using the PMIS. Each additional cycle of revision and review increases the review count (the tool will automatically track this).</p> <p>Within two business days (2) of receiving the response or revisions, the Client will review them. If the Deliverable still does not meet Specifications, the Client Project Manager will notify the Vendor in writing. This restarts the revision/review cycle and increases the review count.</p> <p>If the Deliverable now fully meets the Specifications and is complete, the Client Project Manager will sign off on the Deliverable, change the status in the Deliverable list to “Approved” and note the Approval date.</p>
<p>Acceptance</p>	<p>A Deliverable will be accepted by the Client if it meets the Specifications, satisfies the description of work described in the SOW, and includes the contents listed for the Deliverable in the SOW Deliverables section 8.3.</p> <p>In the event that the Vendor and Client disagree on whether the Deliverable is complete, the conflict management escalation process will be followed as outlined in the Conflict Resolution section of this SOW Agreement.</p> <p>Any Deliverable that cannot be approved within the MS Project Schedule due date or which exceeds three cycles of review/revision will be escalated following the conflict management escalation process defined in the Conflict Management section of this SOW Agreement.</p>

1.4.1 Go Live Criteria

Before the new system (including converted data, base software, and customizations) can move to the production environment and be implemented in day-to-day production processing, the following criteria must be met.

- Successful completion and Client’s acceptance of all functional tests and all integration tests, and sign-off by Client of all user acceptance tests.
- Successful Mock Go Live dress rehearsal as determined by Client.
- End users have been trained and, in the opinion of Client, are confident in their ability to conduct transactions.
- The data conversion has been balanced or adequately explained by Vendor to the satisfaction of Client, in its sole discretion.
- Testing that parallels a production example - sample of all customer type rates (business units, commercial, industrial, residential, etc.); meter reads will be compared to the legacy calculations and the new system calculations. The results to be to the satisfaction of Client, in its sole discretion.
- No open Level 1 defects or Level 2 defects.

- Post-implementation support plan in place with a staffing plan.

1.4.2 Post Implementation Criteria

The post implementation period shall be three (3) months from the Go-Live date for each application.

Before the project and Vendor’s obligations under the Agreement can be considered fully performed, the following criteria must be met to the satisfaction of Client, in its sole discretion. The following criteria apply to the post-implementation:

- Day-to-day operations, including daily and monthly financial reconciliations, have no less than the levels of efficiency and accuracy in the legacy systems existing prior to the implementation. Level of efficiency and accuracy is defined by the Client’s baselined data from the Application Testing: Integrated Test Cycle 1 phase of the project.
- No open Level 1 defects or Level 2 defects.
- Open Level 3 and higher-level defects have been converted to production support defects in the appropriate Client and Vendor systems and have a mutually agreed to resolution plan.
- Vendor Post-implementation support plan is in place. Formal handoff of production support, including outstanding issues, risks, and other concerns, has been made from Vendor implementation staff to Client support staff and approved and accepted by Client, in its sole discretion. Relationships and procedures have been established between Client staff, software Vendor, and ongoing Vendor staff as appropriate.

1.5 Vendor Software Modules and Versions

Application Name	Version	Implementation Responsible and Scope
Oracle Utilities Customer Cloud Services	<<Oracle>>	ESC , Included in this document
Oracle Fusion Enterprise Resource Planning Cloud Service	<<Oracle>>	ESC , Included in this document
Oracle Fusion Procurement Cloud Service	<<Oracle>>	ESC , Included in this document
Oracle Enterprise Performance Management Enterprise Cloud Service	<<Oracle>>	ESC , Included in this document
Oracle Fusion Human Capital Management	<<Oracle>>	ESC , Included in this document
Oracle Work and Asset Management Cloud Services	<<Oracle>>	ESC , Included in this document
Oracle Field Services Cloud	<<Oracle>>	ESC , Included in this document
Oracle CX Service – Community Development	<<Oracle>>	ESC, SOW Attachment 6
Oracle CX CRM	<<Oracle>>	ESC, SOW Attachment 7

1.6 Project Assumptions

Certain assumptions were taken into account to determine the level of effort to perform the scope of services included in these SOW's. These assumptions fall into the areas described below.

1.6.1 General

- Client is committed to implementing Oracle Cloud Application Suite native process flows in order to minimize the need for customizations.
- Vendor will implement the in-scope functionality with no system customizations.
- Client recognizes that competing external to this SOW initiatives may be a risk and a challenge to the project team and the implementation. Client will be responsible to ensure that the appropriate actions are taken to avoid any impact to the project schedule, staffing, and costs related to any competing projects.
- Client and Vendor understand the project scope and project timelines and agree to use commercially reasonable efforts to communicate, and adhere to those objectives internally.

1.6.2 Project Structure

- Client will have a dedicated Project Manager (PM) to oversee all components of this project. Vendor will also have a dedicated PM, who will report to Client PM.
- All Vendor consultants except for the Vendor PM shall report to the Vendor PM.
- Client's Steering Committee will designate one member as a Project Sponsor. Client Project Sponsor will provide senior guidance to the Client Project Manager.
- Client will have a Steering Committee that will be comprised of key Client executives and project stakeholders. Client PM will report to Client Project Sponsor. Client Project Manager in conjunction with Vendor Project Manager will develop and present a report to the Steering Committee on a monthly basis regarding the status of the project.
- Vendor will designate a senior manager to act as a Vendor Engagement Manager/Account Executive for Vendor.
- Vendor Engagement Manager will participate in monthly Steering Committee meetings virtually and/or in person.

1.6.3 Staffing

- Vendor will staff the project's with the ESC qualified personnel.
- Given current government restrictions due to COVID-19, on-site Vendor project work will not start until these activities are mutually agreed upon in writing by the Client Project Manager, and Vendor Project Manager/Engagement Manager.
- Client and Vendor project teams will primarily be located in a single facility located at

Client's office (the "Project Office"). There will also be project activities conducted at the other Client business offices throughout the project subject to the control and approval of Client. Some work will be conducted by Client and Vendor project team members in offsite facilities with remote access to the hardware environment.

- Vendor has proposed a plan that does not require additional work outside of normal working hours; however, both the Client and Vendor acknowledge that modest (four to sixteen hours a week) amounts of work outside of normal working hours may be necessary at critical points to maintain the project schedule. If work outside of normal working hours is required, it will not be for extended periods of time (consistently greater than two weeks). Vendor and Client PMs will mutually agree to when work outside of normal working hours applies.
- Client will empower Client Project Core Team to make decisions related to configuration and business processes.
- All Client and Vendor project team members are expected to take normal vacation and holiday days throughout the course of the project except during stages of the project where their presence is critical. The project calendar will follow Client's Holiday schedule.
- If and when on-site travel begins, the majority of project tasks will be done at the Project Office, including post go-live support, except for those development activities performed at off-site solution centers. Go-Live Support work will be a combined at the Project Office, at other Client sites as approved by Client, and off-site presence as deemed appropriate by Client. Client will provide remote access for Vendor consultants working off-site.
- Vendor has proposed a program that will complete three major workstreams of the project within twenty eight (28) months to Go-Live. Vendor warrants that Vendor staffing reflected in this SOW is adequate to meet the project schedule, and acknowledges and confirms that Client staffing reflected in this SOW is sufficient to meet the project schedule. The Vendor reserves the right to apply additional Vendor resources in support of maintaining and/or accelerating completion of project deliverables within the construct of the agreed to fixed price contract. Prior to allocating additional Vendor resources to accelerate project deliverables will be consulted with Client PM. Changes to project staffing that necessitate modification to the contract fixed price are subject to the change approval process described herein section 6.4.
- Vendor should be notified of any third-parties brought on by the Client to be involved in the project.

1.6.4 Project Management

- Vendor is responsible for managing, updating and communicating the project plan. Vendor has been retained to lead Client through the implementation process based on Vendor's experience and expertise.
- Vendor is responsible for maintaining the MS Project Schedule for both Vendor and Client resources.

- All project documents will be maintained in electronic versions and hard copies in accordance with Client’s requirements. All final version documents will be clearly marked as the “Final” version.
- The Project Management Section of this document provides additional information regarding how the project will be managed.

1.6.5 Technology

- Vendor is responsible for providing access to the software during the initial Core Team training.
- Client will be responsible for the procurement of the Oracle Cloud Applications to support the project.
- Client resources will provide network setup and network management support.
- Vendor will provide all instances Development, Testing and Production required for the implementation of the Oracle solution throughout the project. This will include, but is not limited to, separate instances for development, test, quality assurance, training, and production.
- Vendor will implement a formal configuration management process.
- The responsibility for configuration and code movement between application environments belongs to Vendor through Go Live. The Vendor will use code moves prior to Go Live as knowledge transfer opportunities with the Client staff.

2.0 DEFINITIONS

Acceptance	“Acceptance” as used within this SOW is meant as an industry term and is not a legal conclusion.
As-Is Business Process	A Document that describes the steps, people, and resources involved in completing specific business activities. The as-is business process is the knowledge on how the existing process is executed in the current project environment.
Change Control	The process that will be used throughout the project for controlling project scope. Changes can be time, scope, cost changes that impact the original project scope. Vendor will prepare order of magnitude estimates for changes with “small”, “medium” and “large” cost estimates to support Client’s decision on moving forward with a requested change. The preparation of order of magnitude estimates is not billable by Vendor.
Client	References all business units of City of Dothan.
Configuration	Process of performing table updates and algorithm changes to the System in order to have the system perform Client’s specific user requirements. Configuration does not require programmatic software changes.

Conversion Validation	A component of the data conversion process to ensure the data from the legacy system to the new Vendor system has been completed accurately.
Core Team	Client employees dedicated to be available to work on the project allocated time based on schedule.
Courseware	End-User Training Materials that will be developed to facilitate end-user training execution.
Cut-Over	The Cut-Over includes all activities required to prepare the systems for the transition of testing the new Vendor system to production processing with the new solution. The activities will include ensuring security is set, user profile established, close-out of pending data in the legacy system, manual data conversions if required, rollout of system access to end users and other automated or manual activities required.
Cycle Parallel Testing	Process of comparing data generated from the legacy system and the new Vendor system to compare mass volumes transactional data.
Data Mapping	The process of assigning source system data elements to target data elements in the system data model for purpose of conversion. The data model is the visual representation and description of data objects, their attributes, and the relationships between other data objects.
Defect	An imperfection or deficiency in a project component where that component does not meet its requirements or specifications and needs to be either repaired or replaced. Defects that were identified and require correction by the Vendor and/or the Client. The Level 1, 2 and 3 definitions provide the classification criteria for defects. Defect level will be initially defined by the Client.
Deliverable	Project component that is prepared specific to the project to support the completion of the project.
Fixed Price	The total cost for implementation services to be paid to Vendor. These costs cannot increase as long as the scope corresponds to all of the items in this SOW.
Functional Scope	Document that contains Client functional requirements to be delivered by Vendor for this software implementation.
Functional Design	Document that describes, in business terms, changes Vendor will make to meet Client’s business requirements. These documents will include a definition of the change; screen and report layouts; descriptions of searching, sorting, filtering; and a general explanation of how the change will be accomplished.
Functional Test	Test of a system feature or function such as credit card payments, move out, or billing. Functional Tests will be performed for all base system features to be used by Client, as well as configurations, modifications, interfaces, and data conversions.
Go-Live	Project date when all Client acceptance criteria has been met for system deployment to full production.
Interface	Passing of data between two separate and distinct systems; can be accomplished via real time or in batch mode.
Integration Test	Integration testing tests the integrated system – By business process all features and functions, configurations, modifications, interfaces, custom code developed working together with all associated reports, screens, transactions, and interfaces, and integrated with the manual business processes. Integration testing shall also test a variety of scenarios covering different types of customers, accounts, locations, user categories, dates, etc. Integration testing is structured in nature and has expected results.
Legacy System	References Client system that is being replaced.

Level 1 Defect	This classification designates a programmatic or Configuration defect that renders a component of the System unusable or inoperable. Level1 defects have any of the following characteristics: (i) this defect is a loss of the capability of the System to perform a function; (ii) a workaround does not exist and testing this function cannot be performed until the problem has been corrected. Level 1 defects include those errors that (i) impact the Client's ability to perform financial reporting, customer billing; and (ii) customers facing errors that impact the Client's ability to deliver accurate and professionally presented information to its customers or any other core business functions.
Level 2 Defect	This programmatic or Configuration defect renders a key component of the System unusable or inoperable. This error is a loss of the capability of the System to perform an important business function. Level 2 defects occur when a workaround does not exist, or the workaround is so difficult that if the System were in production, this defect would result in a serious impact to the Client's business.
Level 3 Defect	This classification designates a programmatic or Configuration defect that significantly limits the System's ability to conform to the documented capabilities including but not limited to the application, the application modules, the System and its features. This limitation stops the user from performing the normal use of the System; however, a mutually agreed upon workaround does exist. Testing can continue a module of the System with a workaround.
Level 4 Defect	These program or Configuration errors limit the capability of the application or function but are cosmetic or minor in nature. There is a practical work-around or the defect does not impact the Client's operation of the System in any significant respect.
Mock Go Live	A test of all activities (automated and manual) to be completed as part of cut-over to production process, and is staged in the exact manner as the pre-go-live steps and procedures including data validation.
Modification	Custom code that is inserted into the standard System or code that is exited to from the standard system.
Organizational Change Management	The activities, events, processes and procedures that are employed for handling transformation from one system environment to another. This relates primarily to people and business processes.
Performance Testing	This testing will exercise the system to ensure Client will achieve the stated performance.
Process Design	The process design is conducted during business process modeling activities and focuses on conducting business process design work in the context of the System environment. This design work will address operational and organizational changes required to implement the proposed solution.
Project Management Team	Vendor PM and Client PM comprise the Project Management Team.
Quality Assurance	The process of verifying that the proper processes and procedures have been adhered to on the project from a methodology as well as project management perspective and that the deliverables included the appropriate content and meet expectations.
Solution or Oracle Solution	The combination of the implementation of the Oracle modules described in this SOW, the described scope and all other activities and deliverables described in this SOW.

or Vendor Solution	
Steering Committee (SC)	Executive group assigned to attend a monthly/quarterly review of project related reports and activities. Generally, this group consists of senior executives from each branch of the organization i.e., Finance, Information Technology, etc. The composition of the Steering Committee may change from time to time based upon the scope of the issues then being presented to the Steering Committee.
System	See Solution.
Technical Specification	Documents that describes in technical terms how a Functional Specification will be developed. These documents identify code, data elements, indices, etc. that will require changes and detail inputs, outputs, processing, calculations, data names, module names, and other appropriate technical specifications such as security considerations, backup and recovery, and restore functions.
Test Case	A set of conditions or variables that allow a tester to determine whether the system being tested is working as expected and satisfies associated requirements.
Test Conversion	A test conversion is an execution of the conversion processes and programs for the entire dataset to be converted. All conversion validation is executed as well as part of the test conversion.
Test Plan	Document that outlines a strategy or approach for testing. A project test plan would describe the schedule, platforms, staffing, requirements, tools, testing stages, and defect tracking for all project testing. Test plans for specific tests states detail groups of test scripts to be used and include key set-up issues, dependencies, schedules, platforms, data requirements, etc.
Test Script	A document that describes what steps and actions are required to test a particular feature or function. The document also describes the specified expected results.
To-Be Business Process	A Document that describes the steps, people, and resources involved in completing specific business activities. The to-be process documents how the process will be executed in the future project environment.
User Acceptance Test	A final testing step that is the final test prior to go-live. This test is all inclusive of the project scope and all scope items must be completed prior to the beginning of this test.
Vendor	Systems Integrator (ESC) responsible for leading the technical portion of the Project, which includes developing the solution, configuring the system, developing modifications and interfaces as well as providing training.
Walkthrough	Process where Vendor conducts a meeting to review a deliverable with Client. These meetings are intended to facilitate the communication process regarding the specific deliverable contents.
Work Breakdown Structure (WBS)	As defined by the Project Management Institute, a work breakdown structure is a deliverable-oriented hierarchical decomposition of the work to be executed by the project team to accomplish the project objectives and create the required deliverables. It organizes and defines the total scope of the project. Each descending level represents an increasingly detailed definition of the project work.

3.0 PERFORMANCE CRITERIA

During the Performance Testing portion of the Project these service levels will be measured; ESC will tune the System to ensure these performance levels are consistently met:

- The System will support the Client's existing number of customers and services, with consideration for growth and retention.
- The nightly billing Batch processing (all needed modules), will be completed within a four (4) hour window. The amount of time needed to complete batch processing will be evaluated during parallel testing. This includes all Billing Batch Processing, including the generation of XML or other Client defined files needed to print bills, letters, or other output documents needed for processing. All nightly batch jobs and system processing will be completed by 6:00 AM ET.
- If performance criteria is not met, Level 1 defect will be logged and go-live decision will be impacted.

4.0 PROGRAM SCOPE

4.1 General Scope Overview

The implementation will consist of Oracle Cloud Application Suite Services. The system functionality included in this implementation are detailed in Attachment 3, Functional Scope. The in-scope functionality will be delivered per the project assumptions that no customizations will be employed unless it's regulatory or mandatory requirements. Rather, the Vendor will employ the standard functionality of the system and standard available configurations to deliver the functionality. Any additions or changes to the Functional Scope, including the underlying detailed requirements may result in a Change Order (see Section 6.4, Change Control Process).

Vendor will deliver this project as the lead for the services being provided. Client has engaged Vendor based on its industry expertise, experience, and its knowledge of the Oracle products to be used in the project and its professional services capability.

Vendor will provide all services, whether specifically set forth herein or not, that are typically required to implement the solutions that are described within this SOW.

4.2 Program Structures

4.2.1 Project Organization Structure

The management structure of the project will consist of team members from Client and Vendor. Vendor project team members will report to Vendor PM (regarding task assignments) and Vendor PM will report to Client PM.

All communications by the Vendor to the Client related to the project will be directed to the Client PM and then follow the project chain of command.

The project organization structure chart later in this document outlines the project chain of command.

4.2.2 Client Staffing

The following table identifies the required roles of the Client on the project. A Client resource can assume more than one role.

	Title/Role	Roles and Responsibilities
PMO	Project Manager (PM)	Overall responsibility for the day to day project activities. Jointly responsible for sign-off of project deliverables as described in this SOW.
Utilities	Customer Care SME	Subject Matter expert responsible for customer care, account management activities. Participate in functional requirement gatherings and conduct research of functional issues. Responsible for approval or rejection of requirements that are related to customer care functionality. Overall solution approval.
	Billing SME	Subject matter expert responsible for identification of areas that include Billing, Rates, and Credit and Collections processing. Participate in all functional requirement gathering; conduct research of functional issues as required. Responsible for approval or rejection of requirements that are related to the billing, rates and credit and collection processing functionality. Approval of billing processes and deliverables. CIS Super User.
	Metering SME	Subject matter expert responsible for identification of areas that include inventory management, metering, AMR/AMI, and validations. Participate in all functional requirement gathering; conduct research of functional issues as required. Responsible for approval or rejection of requirements that are related to inventory management, metering, AMR/AMI, and validations functionality. Definition and approval of metering processes and deliverables.
	Finance SME	Subject Matter expert responsible for financial transaction activities. Participate in functional requirement gatherings and conduct research of functional issues. Responsible for approval or rejection of requirements that are related to financial transaction functionality. Approval of financial processes and deliverables.
	Field Service SME	Responsible for testing all required Customer and Field Service functionality, documenting relevant procedures, and developing and conducting training modules for Customer and Field Service in the new CIS.

	Title/Role	Roles and Responsibilities
	Test Lead	Person responsible for the Client for the overall testing process. This resource will be focused on the processes of test planning, development and test execution.
	Tester (Functional Team)	All above SME's will be part of the test execution.
	Network and Security	Responsible for the overall application security definition and enforcement. Networking team will be responsible for integration and provisioning of Oracle cloud applications into the Client's network including network setup and security.
	Interface Lead	Integration lead responsible for coordination of activities between third-parties and CIS team.
	Data Conversion Lead	Responsible for the legacy system data extract and timely cleansing of the data in preparation for conversion.
Back Office	Accounting SME	Subject Matter expert responsible for accounting activities. Participate in functional requirement gatherings and conduct research of functional issues. Responsible for approval or rejection of requirements that are related to financial transaction functionality.
	Budgeting/Planning SME	Subject Matter expert responsible for budgeting/planning activities. Participate in functional requirement gatherings and conduct research of functional issues. Responsible for approval or rejection of requirements that are related to financial transaction functionality.
	Purchasing SME	Subject Matter expert responsible for purchasing activities. Participate in functional requirement gatherings and conduct research of functional issues. Responsible for approval or rejection of requirements that are related to financial transaction functionality.
	Asset Management SME	Responsible for testing all required Customer and Asset Management functionality, documenting relevant procedures, and developing and conducting training modules for Customer and Asset Management in the new CIS.
	Technical Lead	Responsible for leading technical analysts with creating technical design documents and reviewing design documents for accuracy.
	Technical Analyst	Responsible for developing technical design documents.
	Human Resources SME	Subject Matter expert responsible for Human Resource activities. Participate in functional requirement gatherings and conduct research of functional issues. Responsible for approval or rejection of requirements that are related to financial transaction functionality.

Title/Role		Roles and Responsibilities
Community Development	Planning SME	Subject Matter expert responsible for Planning activities. Participate in functional requirement gatherings and conduct research of functional issues. Responsible for approval or rejection of requirements that are related to financial transaction functionality.
	Permitting SME	Subject Matter expert responsible for Permitting activities. Participate in functional requirement gatherings and conduct research of functional issues. Responsible for approval or rejection of requirements that are related to financial transaction functionality.
	Zoning SME	Subject Matter expert responsible for Zoning activities. Participate in functional requirement gatherings and conduct research of functional issues. Responsible for approval or rejection of requirements that are related to financial transaction functionality.
	Field Services SME	Responsible for testing all required Customer and Field Service functionality, documenting relevant procedures, and developing and conducting training modules for Customer and Field Service in the new CIS.
	Technical Lead	Responsible for leading technical analysts with creating technical design documents and reviewing design documents for accuracy.
	Technical Analyst	Responsible for developing technical design documents.
Infrastructure	Network Administrators	

4.2.3 Vendor Staffing

Vendor will provide the necessary resources in order to deliver the in-scope functionality within the timeline detailed in this SOW. Vendor expects to provide the following roles throughout the life of the project:

- Engagement Manager
- Project Manager
- Solution Architect
- Functional Architect(s)
- Technical Architect(s)
- Testing Lead
- Tester(s)

Vendor has the right to decide which Vendor resources are assigned to the project. If, during the project, Client determines a particular Vendor consultant is not working well with the team or not performing, Client has the right to request that Vendor consultant be replaced. Client can make this request to Vendor PM or Engagement Manager and Vendor will discuss the replacement with Client and determine if the resource should be replaced; after the discussion, if Client still deems the consultant should be replaced, Vendor will replace the consultant. Vendor will replace the consultant pursuant to section 1.6.3 of this document.

5.0 IMPLEMENTATION METHODOLOGY FOR SCOPE DELIVERY

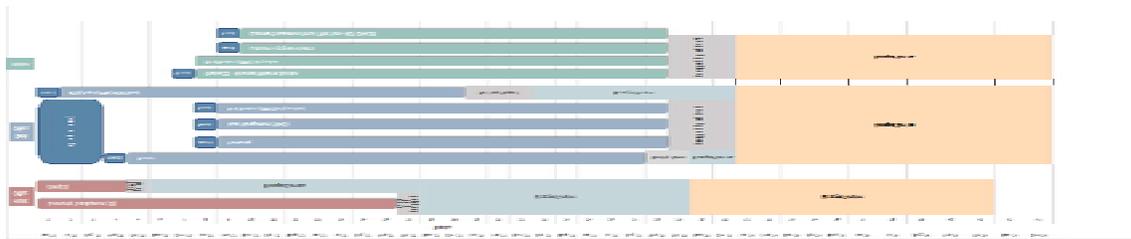
5.1 General Description

The project will use Vendor’s general implementation methodology. This section explains key items that are considered critical to a successful implementation.

5.2 High Level Schedule

5.2.1 Gantt Chart

This chart represents the major activities and the planned timeline for those activities.



5.2.2 Key Schedule Commitments by Project and Phase Per Workstream

Phase	Phase Description	Phase Entry/Exit Criteria
1.1 Initialize	Planning Core Team Training Environment Setup	Contracts have been signed and Vendor and Client PMs are committed to the project full time.
1.2 Converge	Functional Workshops Review Existing Reports Analysis Validate Custom Mods and Interfaces To Be Process Design Legacy Data Analysis Data Mapping Functional Design (screens, reports, forms, transactions, letters, conversion)	Project schedule from planning phase has been completed. Core team has been identified and committed to the project.
1.3 Clarify	Base Configuration Technical Design (mods, interfaces) Mod Development Interface Development Conversion Development (includes initial test conversions)	No technical design or development of a feature or function will begin until the associated analysis and functional design have been approved by Client. Application configuration will proceed in an iterative fashion as a natural product of requirements workshops with approvals obtained via milestone acceptance defined throughout the analysis phase.
1.4 Enable	Test Planning Functional Test Development Integrated Test Development UAT Test Development	Test Planning can start prior to when the To Be Process Design and key functional designs have been approved by Client. Test development will not start prior to to Be Process Design and key functional designs have been approved by Client.
1.5 Enable	Functional Test Execution (includes test conversion) 2 Cycles Integrated Test Execution Cycle 1 (includes test conversion) Integrated Test Execution Cycle 2 (includes test conversion) UAT Test Execution (6 Weeks) (includes test conversion) Defect Tracking and Correction	Test Planning is complete. Functional test execution of any function will not begin until the associated development, unit testing, and test development have been completed and approved. Integrated Test execution will not begin until all development is complete and all known Level1 and 2 defects have been corrected, retested and closed. User Acceptance Test execution will not begin until Integration Testing has been signed off by Client. There must not be any Level 1 or Level 2 Defects.

Phase	Phase Description	Phase Entry/Exit Criteria
<p>1.6 Enable</p>	<p>Training Planning Training Development Training Delivery</p>	<p>Training Planning can start prior to when the To Be Process Design and key functional designs have been approved by Client.</p> <p>Development and delivery activities will not start prior to when the To Be Process Design and key functional designs have been approved by Client.</p>
<p>1.7 Live</p>	<p>Deployment Planning Deployment Preparation (includes mock go lives) Deployment (includes 2 weeks after go live)</p>	<p>Integration Testing has been signed off by Client.</p> <p>System will not be deployed until all go live criteria have been met.</p>
<p>1.8 Operate</p>	<p>Post-Implementation Planning Post-Implementation Support Deferred Analysis and Design Deferred Development Deferred Testing Deferred Training Deferred Deployment</p>	<p>Daily and monthly financial reconciliations must be 100 percent accurate.</p> <p>All accounts are billing on schedule, with accuracy.</p> <p>Batch Processing performance targets are met.</p> <p>All Severity 1 and 2 Defects corrected, retested, and closed.</p> <p>All processes, interfaces, and systems are performing as designed.</p> <p>Day-to-day operations have returned to the levels of efficiency or better and accuracy existing prior to the implementation.</p> <p>Deferred features and functionality that may have been agreed to during the implementation have been provided, tested, implemented and accepted by the Client.</p>
<p>1.9 Project Close</p>	<p>Project Close out</p>	<p>Project Close out report Lessons Learned</p>

5.2 Project Deliverables

The projects deliverables for each phase are detailed in section 8.3.

6.0 PROJECT MANAGEMENT APPROACH

6.1 Project Management Overview

Client has selected Vendor to support the implementation of this new technology effort based on their overall proposal and specifically based on their ability to successfully manage these types of projects. Vendor shall manage all aspects of this SOW in order to achieve the expected results outlined in this SOW regarding scope, quality, cost and the schedule.

Vendor will provide leadership in executing the project based on their experience and best practices for successfully implementing this type of technology. Vendor PM will be pro-active in their management style and in working with the Client PM. Client and Vendor PMs will make the project management decisions together, with Client PM being the final decision-maker regarding these processes.

6.2 Project Organization and Reporting Structure

The chart below outlines the project structure and the reporting structure that will be used for the project.

Vendor PM will be responsible for all project activities, schedules and staffing of those activities. Client Core Team will have a “dotted-line” relationship to Vendor PM, which represents Vendor PM’s responsibility to manage the work activities that are assigned to Client Core Team. Client PM will be responsible for ensuring Client Core Team is available for the needed assignments. Client PM will also manage all project administrative duties associated with Client Core Team.

Client and Vendor PMs are jointly responsible for the day-to-day planning and execution of the project activities. Vendor Engagement Manager and Client Project Manager will provide senior management project oversight.

The purpose of this reporting structure is to centralize and streamline all project related decision-making activities. If a conflict occurs and the Client and Vendor PMs cannot resolve the issue, the Conflict Escalation Process can be initiated through the escalation matrix.

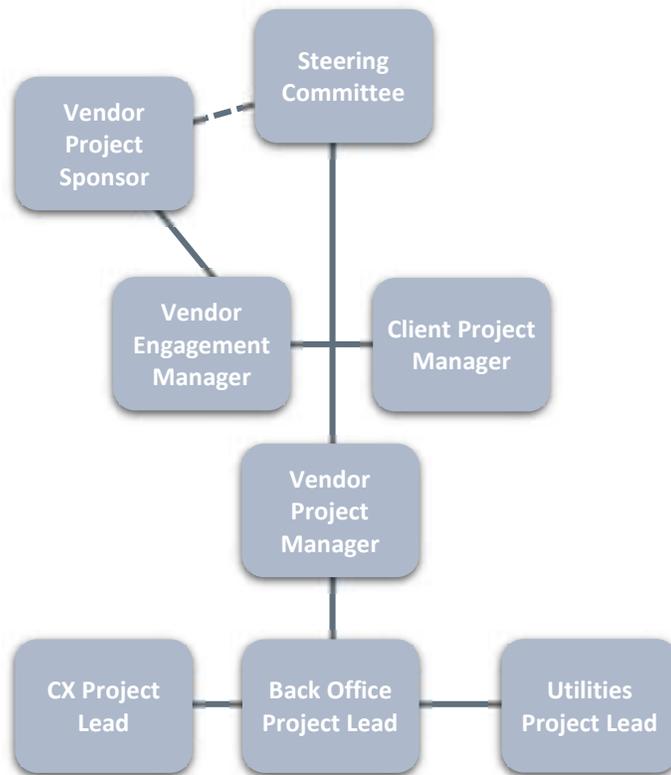
6.2.1 Vendor Escalation Matrix

Level	Name	Designation	Contact Details
1	RJ Kumar	Executive Sponsor	rj@esc-partners.com
2	David Greenberg	Engagement Manager	david.greenberg@esc-partners.com

6.2.2 Client Escalation Matrix

Level	Name	Designation	Contact Details
1	Jack Mason	Project Sponsor	jmason@dothan.org
2	Paul Smith	Project Manager	pcsmith@dothan.org

6.2.3 Project Organizational Chart



NOTE: The diagram depicts the reporting relationships only. It is not meant to depict the size or composition of the teams supporting this project effort.

6.3 Project Governance & Escalation

6.3.1 Work Assignments & Tracking

Vendor PM will develop a detailed Microsoft Project schedule that will drive all work assignments for the program/project. The work assignments will be printed or provided electronically to the individual team members by Vendor PM. The work performed by the team will directly correlate to the project schedule managed by the project management team.

Weekly, Vendor and Client PMs will conduct group meetings with team members to review their assigned project tasks. The purpose of these meetings is to gather information regarding the overall project status, to identify obstacles to successful completion of tasks, and to provide needed assistance and coaching. Assignments will be distributed via the Microsoft Project schedule to ensure the team members are using the same task list as the project management team. Assigned tasks, risks, issues and any other project issues will be reviewed during these meetings.

6.3.2 Weekly PM Meetings

The project management team, along with other lead project team members will meet weekly. The purpose of these meetings will be to discuss the project work items and the current status, using the Microsoft Project Schedule data as a driving tool of the meeting. Examples of topics to be covered in this meeting are listed below, but not limited to:

- Vendor PM will be responsible for the Weekly Status Reporting
- Review Scope
- Prior week accomplishments
- Project metrics (deliverable status, percent complete, etc.)
- Status of major project tasks
- Review of open project Issues
- Review of the risk log
- Identification any level defects and schedule for cure
- Review organization readiness
- Review of the project calendar for scheduling purposes (resource availability, on-site time, etc.)
- Project concerns and or management action points
- Action items from this meeting

6.3.3 Monthly Steering Committee Meetings

On a monthly basis, Client Steering Committee will host a status review meeting. The project management team will develop a series of PowerPoint slides that communicate the current project status and a forecast.

These slides will communicate a detailed view of the current project metrics and a brief status of each major phase and component of the project, as appropriate. Vendor project management team will have responsibility to develop slides for the meeting as well as integrate key slides/input from Client into the overall presentation.

Approximately three days prior to the meeting, a review of all the slides will be conducted in person or via online meeting technology with the project management team. No later than the day prior to the Steering Committee, the presentation slides will be reviewed with Client Project Manager.

The Monthly Steering committee meetings will be conducted no less than once per month.

6.3.4 Conflict Escalation Process

Both Vendor and Client will promptly notify the other in writing of any conflict. Each party's designated representatives will meet within ten (10) days following the receipt of such written notice and will attempt to resolve the dispute within fifteen (15) days.

6.4 Change Control Process

6.4.1 Process Overview

Both the Vendor and the Client may request a Change Order. Such a request must be in writing and identify the business and other reasons for the requested change and the impacts it would have if the change is agreed upon. No Change Order shall become effective unless mutually agreed to in writing by the parties.

After any request for a Change Order is made, the parties will have seven (7) business days or any additional, mutually agreed upon period to consider the request (the "Change Order Review Period"). The Change Order Review Period will commence the day the Change Order request is received in writing by the party being asked for the Change Order. During the Change Order Review Period, the Vendor will timely provide the Client with all information material to the requested Change Order, regardless of which party initiated the Change Order, including but not limited to any additional fees that would be incurred, the impacts on the relevant Deliverables, and any alteration of the Project Schedule that would result if the Change Order were agreed to. The Vendor will also, during the Change Order Review Period, provide Fixed Price cost. The effort for Vendor to research and provide a cost estimate is at the Vendor's expense.

Change Order requests not approved or rejected by the non-requesting party before the expiration of the Change Order Review Period shall be deemed rejected.

During the Change Order Review Period, the Client will provide the Vendor with any information reasonably requested by the Vendor to evaluate any Change Order requested by the Client.

Any Change Order that will alter either the overall scope, schedule, or cost of the Project must be approved by the Client's Project Sponsor and Vendor's Engagement Manager. Any other Change Order may be approved by the Client's Project Manager and Vendor's Project Manager.

If both the Client and the Vendor agree to the change, all relevant terms shall be documented in the Change Order. Any charges not already specified in the Statement of Work or which are different than those in this Statement of Work will be noted in the Change Order. Any additional services performed by Vendor as a result of a Change Order will require the payment to the Vendor of additional fees as agreed.

If agreement on a requested Change Order does not occur by the end of the Change Order Review Period, either party may initiate the conflict resolution process set forth in this Statement of Work regarding the requested Change Order, unless the change solely regards a Deliverable that was completed and accepted before the request for the Change Order was made.

Any Deliverables that have already been completed and accepted by the Client that are subsequently altered as a result of a Change Order must be appropriately revised, pursuant to the Change Order, with the change number and date noted. An updated version of such a Deliverable will then be signed and stored with the project documentation.

Additional services will be made available as per the Services Rates included in Section 8.2, and Change Orders will include any travel related costs per the Master Services Agreement.

Change Order Requests will be tracked and reviewed weekly as part of Project Management Meetings.

6.5 Project Controls

Vendor in conjunction with Client PM will provide the project baselines and controls outlined in this section to support the monitoring and controlling of the project progress and identify and prioritize issues arising during the project.

If Client does not accept any of the deliverables identified in Project Management “PM” section of section 8.3, as described in the acceptance process, Client will provide details that outline the items that need to be resolved.

If Vendor has not provided and Client has not accepted the Project Management deliverables by the date required, the associated Vendor Project Management milestone payment for these deliverables may be forfeited based on the sole discretion of Client.

Vendor will provide metrics for controlling the project including schedule metrics, defect metrics, and metrics related to the completion of project deliverables, such as counts of business processes documented, test cases written, and requirements tested, etc. The tracking of these items will be maintained as special use fields in the project plan and then uploaded into the project-tracking tool. Additional metrics may also be implemented to support project tracking.

6.5.1 Communication of Deliverables

The status of project deliverables will be maintained in the WBS as well as in the agreed upon project tracking tool. As each deliverable is completed, the status will be updated to note that the deliverable is ready for the other party, typically Client, to review.

The developer of the deliverable will also be required to contact (via email and phone) the other party to schedule a walkthrough to review the deliverable as soon as deliverable is ready for review. In the case of document deliverables, the developer will ensure that the other party has access to the deliverable and will allow up to five (5) business days for deliverable review prior to the walkthrough. This timeframe can be changed by the project management team.

If multiple complex deliverables are delivered at the same time, the PMs will agree if additional review time will be added.

There may be several iterations of reviews as a deliverable is being prepared. For example, Vendor and Client should review an early draft of a deliverable to ensure both parties agree to the general direction taken by the preparer of the deliverable.

At the conclusion of the formal final deliverable walkthrough, the acceptance process and timeframe begin.

6.5.2 Deliverable Acceptance Process

The acceptance procedure for all deliverables outlined in this SOW will be as follows:

Vendor will work with Client personnel to gather input and review draft deliverables as they are developed. Client personnel involved with a deliverable will be Client team members or persons authorized to approve a specific deliverable.

When a deliverable is complete, Vendor will conduct a detailed walkthrough of the deliverable with Client team members that are appropriate to the deliverable length and complexity. The intent of this walkthrough is to confirm that the deliverable is correct and complete. Walkthroughs can consist of document reviews, design reviews, presentation reviews, program demos and other activities to confirm that the deliverable is ready for Client acceptance.

After the walkthrough with Client, Client will have up to five (5) business days or mutually agreeable timeframe to accept the deliverable. The Acceptance Form should be physically signed and archived with the project documentation.

If Client is not able to approve a deliverable, Client will provide Vendor with a description of what the deficiencies of the deliverable are, via the defect tracking tool. If required, the parties will meet to discuss the deficiency of the deliverable in detail. Vendor will then remedy the deficiencies within three (3) business days and this process will start again.

7.0 CLIENT PROVIDED ASSISTANCE

This section describes the assistance Client will supply to enable Vendor to provide the defined services and meet its obligations under this SOW. In the event that the Client fails to provide the required assistance, there may be material impact on Vendor's ability to deliver the project. This impact will be assessed, and an appropriate change request will be raised to reflect the likely impact on the cost, scope or schedule of the project.

Client required assistance includes:

- The project infrastructure, such as connectivity to the Oracle software, etc.
- Secure remote access
- Other information and assistance, such as access to subject matter expert

8.0 PROGRAM PRICING

8.1 Fixed Price for Project

The total program cost for this project is **\$5,637,000.00**.

Program Cost Breakdown

	#	Solution	Total Fee
Community Development & CX CRM	1	Oracle Community Development	\$1,200,000
	2	Oracle CX CRM	\$487,000
	3	Document Management	\$150,000
	Subtotal		\$1,837,000
Back Office	1	Finance	\$650,000
	2	Procurement	\$570,000
	3	HR & Payroll	\$724,000
	4	EPM	\$250,000
	5	General Services – WACS	\$211,000
	Subtotal		\$2,405,000
Utilities	1	CCS + AMS	\$775,000
	2	OFSC	\$250,000
	3	WACS	\$250,000
	4	Portal	\$120,000
	Subtotal		\$1,395,000
Total			\$5,637,000
Includes building and loading of legacy data into DW database			

8.2 Additional Service Rates

Below are the hourly rates that Vendor would use to estimate and provide additional work (including Change Orders) that is out of the scope of this SOW.

Title	Role Description	Hourly Rate
Project Manager	Project Management	\$150.00
Solution Architect	Solution Ownership	\$155.00
Functional Architect	Business Process Design, Configuration	\$135.00
Technical Integration Architect	Cloud Integration Architect	\$125.00
Designer/Developer	Development of Modification and Interfaces	\$65.00
Data Conversion Lead	Data Conversion	\$85.00
Data Conversion Developer	Data Conversion	\$65.00
Test Lead	Testing Plan, Strategy and Execution	\$110.00
Tester	Testing Support	\$75.00

The above rates are effective for 28 continuous months. Annual increases after the 28 month will not exceed 5% per year.

8.3 Structure for Milestone Payments and Deliverables

This is a Fixed Price agreement for services and actual expenses as incurred.

Vendor has entered into this SOW to provide services for the Oracle software described within this SOW. Client and Vendor have agreed to the tasks, activities, responsibilities and the Deliverables described below.

All Vendor duties described in this document must be completed to receive the full payments described below. The process for receiving payments will consist of the completion of the Deliverables in table below and the approval of Client as described in this document.

The project management milestones are estimated for twenty-eight (28) months. If the project finishes earlier and all the deliverables are completed and approved by Client, the remaining project management deliverables will be paid as part of the last project management deliverable. The approval by Client of the milestone payments described below will be the event to trigger payments to Vendor.

Vendor will invoice Client once per month in which deliverables have been accepted in accordance with procedures detailed in this document.

Oracle CX CRM	
Deliverable	Milestone Fee
1 Contract Execution	\$142,500
D1 - Project Charter	
D2 - Governance Model	
D3 - Project Plan	
D4 - Deliverable Acceptance Framework	
D6 - Environment Management Plan	\$152,000
D9 - Data Conversion Strategy	
D10 - Integration Strategy	
D17 - Report Strategy	
D7 - Cutover Checklist	\$114,000
D8 - Configuration Workbooks	
4 D20 - Configuration (Production)	\$54,150
D21 - Converted Data (Production)	
D22 - Integrations (Production)	
Hold Back (5%)	\$24,350
Total	\$487,000

Document Management

Deliverable	Milestone Fee
Document Management	\$150,000

Oracle CX Community Development

Deliverable	Milestone Fee
D1 - Project Charter	\$67,500.00
D2 - Project Plan	\$67,500.00
D4 - Environment Management Plan	\$57,500.00
D6 - Cutover Checklist	\$95,000.00
D7 - Configuration Workbooks	\$190,000.00
D8 - Data Conversion Strategy	\$95,000.00
D9 - Integration Strategy	\$95,000.00
D11 - Communication Plan	\$47,500.00
D12 - Training Plan	\$47,500.00
D14 - Report Strategy	\$71,250.00
D15 - Test Strategy	\$95,000.00
D17 - Configuration (Production)	\$71,250.00
D18 - Converted Data (Production)	\$71,250.00
D19 - Integrations (Production)	\$71,250.00
Hold Back (5%)	\$57,500.00
Total	\$1,200,000.00

Back Office - Oracle HCM

Deliverables	Payment Milestone	Schedule	
Kick off Meeting	7%		\$68,180.00
Project Management	18%	Monthly	\$175,320.00
Project organization and roles	3%		\$29,220.00
Issues, risk, and change request log templates	1%		\$9,740.00
Core team training	5%		\$48,700.00
Detailed design phase project plan	2%		\$19,480.00
Oracle Cloud Provisioning Completed	3%		\$29,220.00
Business requirements	8%		\$77,920.00
Gap analysis and solution recommendations - Workshops			
Reports, Interfaces, Conversions, and Extensions (RICE) build list	2%		\$19,480.00
Data migration strategy and integration strategy	3%		\$29,220.00
Functional test script template	1%		\$9,740.00
Detailed Phase Project plan	1%		\$9,740.00

Conversion Plan	1%		\$9,740.00
Conversion Scripts Development - Round 1	2%		\$19,480.00
Successful Conversion Run 1	3%		\$29,220.00
Functional Design Document	2%		\$19,480.00
Technical Design Documents and Packages for RICEFW components	3%		\$29,220.00
Application Security Documentation	2%		\$19,480.00
Testing Strategy/Plan	2%		\$19,480.00
Test Scripts	3%		\$29,220.00
Test execution - Functional	2%		\$19,480.00
Training Plan	1%		\$9,740.00
Training Documentation	2%		\$19,480.00
End-user training	4%		\$38,960.00
User acceptance test plan, scripts, and results	3%		\$29,220.00
Cutover strategy, plan, and schedule	2%		\$19,480.00
Go-Live end-user support plan	1%		\$9,740.00
Configured Production environment			\$19,480.00
Integrations (Production)	2%		
Migrated data from legacy systems (Go-Live)			\$0.00
Go-Live end-user support	1%		\$9,740.00
Hold Back (2nd month after go-live with meeting Post Implementation Criteria)	10%		\$97,400.00
Milestone %	100%	Total	\$974,000.00

Back Office - Oracle Finance

Deliverables	Payment Milestone	Schedule	
Kick off Meeting	7%		\$45,500.00
Project Management	18%	Monthly	\$117,000.00
Project organization and roles	5%		\$32,500.00
Issues, risk, and change request log templates	1%		\$6,500.00
Core team training	5%		\$32,500.00
Detailed design phase project plan	2%		\$13,000.00
Oracle Cloud Provisioning Completed	3%		\$19,500.00
Business requirements	8%		\$52,000.00
Gap analysis and solution recommendations - Workshops			
Reports, Interfaces, Conversions, and Extensions (RICE) build list	2%		\$13,000.00
Data migration strategy and integration strategy	3%		\$19,500.00
Functional test script template	1%		\$6,500.00
Detailed Phase Project plan	1%		\$6,500.00
Conversion Plan	1%		\$6,500.00
Conversion Scripts Development - Round 1	2%		\$13,000.00
Successful Conversion Run 1	3%		\$19,500.00
Functional Design Document	2%		\$13,000.00
Technical Design Documents and Packages for RICEFW components	3%		\$19,500.00
Application Security Documentation	2%		\$13,000.00
Testing Strategy/Plan	2%		\$13,000.00
Test Scripts	3%		\$19,500.00
Test execution - Functional	2%		\$13,000.00
Training Plan	1%		\$6,500.00
Training Documentation	2%		\$13,000.00
End-user training	2%		\$13,000.00
User acceptance test plan, scripts, and results	3%		\$19,500.00
Cutover strategy, plan, and schedule	2%		\$13,000.00
Go-Live end-user support plan	1%		\$6,500.00
Configured Production environment			\$13,000.00
Integrations (production)	2%		
Migrated data from legacy systems (Go-Live)			\$0.00
Go-Live end-user support	1%		\$6,500.00
Hold Back (2nd month after go-live with meeting Post Implementation Criteria))	10%		\$65,000.00
Milestone %	100%	Total	\$650,000.00

Back Office - Oracle Procurement and General Services

Deliverables	Payment Milestone	Schedule	
Kick off Meeting	7%		\$54,670.00
Project Management	18%	Monthly	\$140,580.00
Project organization and roles	3%		\$23,430.00
Issues, risk, and change request log templates	1%		\$7,810.00
Core team training	5%		\$39,050.00
Detailed design phase project plan	2%		\$15,620.00
Oracle Cloud Provisioning Completed	3%		\$23,430.00
Business requirements	6%		\$46,860.00
Gap analysis and solution recommendations - Workshops			
Reports, Interfaces, Conversions, and Extensions (RICE) build list	2%		\$15,620.00
Data migration strategy and integration strategy	3%		\$23,430.00
Functional test script template	1%		\$7,810.00
Detailed Phase Project plan	1%		\$7,810.00
Conversion Plan	1%		\$7,810.00
Conversion Scripts Development - Round 1	2%		\$15,620.00
Successful Conversion Run 1	3%		\$23,430.00
Functional Design Document	4%		\$31,240.00
Technical Design Documents and Packages for RICEFW components	3%		\$23,430.00
Application Security Documentation	2%		\$15,620.00
Testing Strategy/Plan	2%		\$15,620.00
Test Scripts	3%		\$23,430.00
Test execution - Functional	2%		\$15,620.00
Training Plan	1%		\$7,810.00
Training Documentation	2%		\$15,620.00
End-user training	4%		\$31,240.00
User acceptance test plan, scripts, and results	3%		\$23,430.00
Cutover strategy, plan, and schedule	2%		\$15,620.00
Go-Live end-user support plan	1%		\$7,810.00
Configured Production environment	2%		\$15,620.00
Integrations (production)			
Migrated data from legacy systems (Go-Live)		\$0.00	
Go-Live end-user support	1%		\$7,810.00
Hold Back (2nd month after go-live with meeting Post Implementation Criteria)	10%		\$78,100.00
Milestone %	100%	Total	\$781,000.00

Utilities

Deliverables	Payment Milestone	Schedule	
Project Kick off Meeting	7%		\$97,650.00
Project Management	19%	Monthly	\$265,050.00
Project organization and roles	1%		\$13,950.00
Issues, risk, and change request log templates	1%		\$13,950.00
Core team training	4%		\$55,800.00
Detailed design phase project plan	3%		\$41,850.00
Oracle CCS Cloud Provisioning	3%		\$41,850.00
Business requirements	6%		\$83,700.00
Gap analysis and solution recommendations - Workshops			
Reports, Interfaces, Conversions, and Extensions (RICE) build list	2%		\$27,900.00
Data migration strategy and integration strategy	3%		\$41,850.00
Functional test script template	1%		\$13,950.00
Detailed Phase Project plan	1%		\$13,950.00
Conversion Plan	1%		\$13,950.00
Conversion Scripts Development - Round 1	2%		\$27,900.00
Successful Conversion Run 1	3%		\$41,850.00
Initial Financial Balancing Reports - Conversion	1%		\$13,950.00
Functional Design Document	4%		\$55,800.00
Technical Design Documents and Packages for RICEFW components	3%		\$41,850.00
Application Security Documentation	2%		\$27,900.00
Testing Strategy/Plan	2%		\$27,900.00
Test Scripts	3%		\$41,850.00

Test execution - Functional and SIT	2%		\$27,900.00
Training Plan	1%		\$13,950.00
Training Documentation	2%		\$27,900.00
End-user training	4%		\$55,800.00
User acceptance test plan, scripts, and results	3%		\$41,850.00
Cutover strategy, plan, and schedule	2%		\$27,900.00
Go-Live end-user support plan	1%		\$13,950.00
Configured Production environment			\$27,900.00
Integrations (production)	2%		
Migrated data from legacy systems (Go-Live)			\$0.00
Go-Live end-user support	1%		\$13,950.00
Hold Back (2 nd month after go live with meeting Post Implementation Criteria)	10%		\$139,500.00
Milestone %	100%	Total	\$1,395,000.00

9.0 TRAVEL AND EXPENSE POLICIES

9.1 General Travel Guidelines

Due to current government restrictions along with both Client and Vendor travel restrictions due to COVID-19, travel will not start any earlier than July 2021. Changes to this start date, given a change in government and corporate travel restrictions due to COVID-19, will be mutually agreed upon in writing by the Client Project Manager/Project Manager, and Vendor Project Manager/Project Manager based on needed changes in the travel budget for offsite project personnel.

Vendor and Client will agree to an initial “Not to Exceed” payment agreement of \$350,000 for the travel arrangements as incurred for this SOW with the contingency to renegotiate should the total approved travel expenses reach at least 70% of the overall “Not to Exceed” limit within an unreasonable timeframe. Vendor and Client will mutually agree to a Change Order Request prompted by the Vendor to increase the “Not to Exceed” limit based on the remaining time of the project and estimated future travel expenses. To further reduce unnecessary travel expenses, Vendor and Client will discuss and agree to a travel schedule based on required on-site activities versus those that can be performed remotely.

The incidence of recoverable business expenses should be governed by what is reasonable and/or appropriate. Vendor consultants shall seek value through the least expensive, yet most reasonable and/or appropriate alternatives, and are expected to use preferred suppliers (i.e., airline, hotel, car rental, etc.) where negotiated rates (Vendor or Client) have been established. All single travel related expenses will be supported by receipts.

9.2 General Expense Guidelines

When Vendor consultant is traveling for Client, the consultant will follow the travel related expense guidelines and regulations established by Client. All travel expenses, reimbursements, and reporting will be consistent with the rules and regulations of the Internal Revenue Code.

All billing for travel related expenses will be on a separate invoice from all service invoices from Vendor. Vendor PM will be required to maintain a database or spreadsheet of all travel expenses that corresponds to Vendor invoices for travel.

9.3 Vendor On-Site Visits

9.3.1 Local Travel

On occasion, it may be necessary for Vendor consultants to travel to Client facilities other than the Project Office, if requested by Client.

- Mileage for travel to/from Vendor Client facilities within the local area, excluding normal commuting travel to/from the personnel's home is recoverable and reimbursable. Mileage will be expensed at the standard rate established by the Internal Revenue Code. Mileage will only be charged if a personal car is used and pre-approved by Client.
- Parking fees, tolls, and other road tariffs encountered while traveling to/from the Vendor Client facilities within the local area, excluding normal commuting travel to/from the personnel's home, are recoverable and reimbursable.

9.3.2 Out of Town Travel

Vendor personnel will follow all travel guidelines and regulations established by Client and/or Vendor. All ordinary and reasonable travel expenses incurred by Vendor personnel related to this project shall be recoverable and reimbursable as follows:

- Air Travel
 - All air travel shall be "coach class" or the class that offers the lowest overall fare for the given itinerary.
 - All travel shall be booked as far in advance as possible to take advantage of the air carrier's best rate.
 - Weekend overnight stays may be appropriate when economically advantageous (i.e., airfare savings justifies expense associated with additional lodging, meals, etc.).
 - If an employee elects to change a flight for his own convenience after the ticket has been approved and booked, the employee will be responsible for paying any charges incurred to change the airline ticket.
 - If Client or a Vendor Managers' request makes it is necessary to change a flight after it has been approved and booked, the employee will not be responsible for the charges incurred to change the airline ticket, provided they receive prior approval from the Vendor and Client PMs to change the ticket.
- Travel To and From Airports
 - Travel to/from airports shall be via a shuttle bus, available rail links, personal automobile, taxis and/or car service at the least cost option.
 - Parking fees, tolls, and other road tariffs encountered while traveling to/from airports are recoverable and reimbursable.
- Hotels
 - When overnight stay is appropriate, the associated hotel expense shall be recoverable and reimbursable.
 - Taxes and other tariffs associated with hotel stays are recoverable and reimbursable.
 - Vendor will seek out a reasonable hotel chain and negotiate a corporate hotel rate.
 - Vendor will seek out a reasonable corporate housing and negotiate corporate rate.

- Rental Cars
 - Rental cars may be used for local travel at the destination city and the associated expenses shall be recoverable and reimbursable, pursuant to Client’s standard rental car policy.
 - Should two or more Vendor personnel travel to the destination city, a rental car shall be shared whenever travel and work schedules permit.
 - Employees must ensure that anyone that drives the rented vehicle is approved by the rental car company as a driver for that vehicle. Vendor is responsible to ensure that the Vendors corporate automobile insurance will cover any accidents that may happen while traveling on location at one of Client sites.
- Per Diem
- Vendor will bill per diem expenses (per GSA Tables) for meals and incidental expenses while traveling to the CLIENT site or other CLIENT approved travel.

#	Item	Description	Method
1.	Meals	While Vendor employees are away from their home offices, traveling on CLIENT business related to the project, a daily meal per diem is charged to the CLIENT project.	\$35 per day
2.	Lodging	While Vendor employees are away from their home offices, traveling on CLIENT business related to the project, a nightly rate is charged to the Client project.	\$96 per night
3.	Incidental Allowance	Vendor employees may incur additional non-meal related costs for personal expenses while away from their home offices for CLIENT - project related travel. Vendor has a fixed daily incidental allowance of \$5.00 per day out of town. This allowance is intended to cover minor costs such as laundry, personal items of necessity, short-term parking meters and other personal travel related expenses that are incurred during out of town travel.	\$0
4.	First & Last Day of Travel	Amount received on the first and last day of travel and equals 75% of total Meals & Incidentals.	\$26.25 per day

ATTACHMENTS

Attachment 1 Change Control Form

CO Number		CO Name	
Project Name		Date Submitted	
Project Director		Change Order Expiration Date	
Client Name	Dothan	Requested By	
Change Order Type	<input type="checkbox"/> New Requirement <input type="checkbox"/> Requirement Change <input type="checkbox"/> Scope/Resource Change <input type="checkbox"/> Other	Priority	<input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low
Business Description			
Change Benefits and Justification			
Analysis Information			
Proposed Resolution			
Actions Required to Execute Change			
Effort Impact	<input type="checkbox"/> Yes <input type="checkbox"/> No Provide Explanation An additional XX resource will be available to participate in collaboration meetings.		
Schedule Impact	<input type="checkbox"/> Yes <input type="checkbox"/> No Provide Explanation		
Cost Impact	<input type="checkbox"/> Yes <input type="checkbox"/> No Provide Explanation		
Resource Impact	<input type="checkbox"/> Yes <input type="checkbox"/> No Provide Explanation		
Impact to Project if NOT Approved			
Final Disposition			
Change Order Status	<input type="checkbox"/> Approved <input type="checkbox"/> Rejected <input type="checkbox"/> Future Enhancement		
Reason if Not Approved			
Approvals			
Title	Name	Signature	Date
Dothan Project Manager			
ESC Project Manager			
Dothan Project Director			

Attachment 2 Program Deliverable Acceptance Form

This form will simply state the number, name and date the deliverable was accepted. The form will be presented after final delivery for Client to sign for approval.

City of dothan

Oracle Cloud Application Suite Implementation

DL-01-XXX Deliverable Sign-off

Deliverable Description

Number	DL-01-XXX Deliverable Name
Description	Cut and paste Deliverable Description and Purpose Cut and paste Deliverable Contents/Activities
Reference(s)	Attachments: Add any document name(s) of final accepted deliverable, etc.

ESC has delivered the aforementioned project deliverable.

Further details or explanation of deliverable can be added here.

<hr/> Name ESC Project Manager	<hr/> Date
--	-------------------

<hr/> Name City of Dothan Project Manager	<hr/> Date
--	-------------------

City of Dothan has reviewed the described deliverable and has confirmed that the deliverable has been completed in accordance with the City & ESC Statement of Work, Signed XXXX, as part of the implementation Project.

The described deliverable above is deemed accepted by City of Dothan.

<hr/> Name City of Dothan Project Director	<hr/> Date
---	-------------------

Attachment 3 Functional and Data Conversion Scope

Back Office Solution Scope

Finance Workstream	Procurement Workstream	HCM and Payroll Workstream	Enterprise Performance Management Workstream	General Service Workstream
Accounts Payable	Requisition	Benefits	Planning and Budgeting	Inventory Management
Accounts Receivable	Contract Management	Human Resource		Enterprise Asset Management
Asset Management	Sourcing	Talent Management		
Cash Management	Purchasing	Position Management		
Travel & Expense	Supplier	Payroll Processing for US		
General Ledger		Recruiting		
Grants and Project Costing		Time and Labor		
		Health and Safety		
		Compensation		
		Absence Management		
		Employee Performance Management		

Utilities Solution Scope

Utilities CCS	AMS/MDM	Oracle Field Services	Work and Asset Management	Customer Portal
Customer Management	AMI	Field Activity Management	Asset Management	Utility Account Management
Rates Management	VEE	Dispatch	Asset Maintenance	Online Bill Display
Billing				Payment
Payments				Prepay
Credit and Collection				Other Service Payment

Data Conversion Scope

	Application	In Scope History Conversion	Additional Cost for Conversion (Not in scope)
Front Office	Community Development	All required legacy data	
	CRM	All required legacy data	
Back Office	Finance	5 Year	\$100,000
	Procurement	2 Year	\$100,000
	HR and payroll	All Active and Regulatory (TBD)	
	EPM	2 Year	\$75,000
	General Services	2 Year	\$100,000
Utilities	CCS+AMS	2 Year	\$100,000
	OFSC	1 Year (Active)	\$50,000
	WACS	2 Year	\$100,000
		**Historical data which are not migrated into Oracle suite will be loaded into a read only database. There is no additional cost for this database build out.	

Attachment 4

Oracle CX Community Development

Attachment 5

Oracle CX CRM

Attachment 6

Fishbowl Solution - Document Management

Fixed Price Exhibit

Oracle Contract Information

Customer Name: ESC Partners

Ordering Document Number: US-11002327

Exhibit Number: Exhibit 1

This exhibit incorporates by reference the terms of the ordering document specified above.

1. Description of Services and Deliverables.

A. Definitions.

Within this exhibit, the following definitions will apply:

- i. **“ESC Partners”** or **“ESC”** or **“You”** shall mean the entity that executed the Agreement.
- ii. **“Cloud”** is a general term meaning the delivery of hosted services over the internet.
- iii. **“Cloud Updates”** shall mean product releases of the Oracle Fusion Cloud Services.
- iv. **“Configure”** and **“Configuration”** shall mean the setup of the Oracle Cloud Application using the Standard Functionality provided within the Oracle Fusion Cloud Services release planned for Go Live.
- v. **“Conversion”** shall mean the data conversions set forth in [Section 6.B](#) (Conversions) and subject to the complexity definitions set forth in [Section 6.D.ii](#) (Complexity Definitions).
- vi. **“Countries”** or **“Country”** shall mean the country or countries set forth in [Section 1.D.v](#) (Country Assumptions).
- vii. **“Custom Reports”** shall mean the custom reports listed in [Section 6.C](#). (Custom Reports & Dashboard) below and modifications to Standard Reports and are subject to the complexity definitions set forth in [Section 6.D.iii](#) (Complexity Definitions).
- viii. **“CX”** shall mean Oracle Fusion Cloud Customer Experience.
- ix. **“Data Governance”** shall mean a set of disciplines, processes and technologies, for ensuring the accuracy, completeness, timeliness and consistency of multiple domains of ESC Partners’ data across the Oracle Cloud Applications, Non-Oracle applications, systems and databases, and across ESC Partners’ business processes, functional areas, organizations and geographies.
- x. **“Deliverable”** means the discrete output(s) of either ESC Partners or Oracle for the City of Dothan as specified in the “Deliverable Name” column of the table in [Section 1.F](#) of this exhibit.
- xi. **“End-to-End Process”** shall mean City of Dothan’s business processes related to, but outside of, the Oracle Cloud Applications.

- xii. **“Existing Process”** shall mean the City of Dothan’s legacy business processes prior to the onset of the project.
- xiii. **“Global Design”** shall mean the part of the Services when (i) the To-Be Process and Oracle Cloud Applications are designed and harmonized to create the Global Template (if applicable); (ii) the strategy for Conversions, Integrations, Reports, training, and communications are developed; and (iii) the sequence and grouping of Countries/regions are confirmed. Global Design may be referred to as “Enterprise Design” if the Services are for a single Country.
- xiv. **“Global Template”** shall mean the globally consistent To-Be Process, Configurations, Conversions, Integrations, and Reports that all Countries/regions/business units will adapt to.
- xv. **“Go Live”** is complete for a Wave (as described in the timeline in [Section 1.C.i](#) of this exhibit if the project consists of more than a single Wave) when each of the Deliverables identified as “production” in the [Deliverables Section](#) below for such Wave has been accepted pursuant to the acceptance process set forth in [Section 3](#) (Acceptance of Deliverables).
- xvi. **“Integrations”** shall mean the data integrations set forth in [Section 6.A](#) (Integrations) and subject to the complexity definitions set forth in [Section 6.D.i](#) (Complexity Definitions).
- xvii. **“Ongoing Support Model”** shall mean the model (as set forth in the [Ongoing Support Model Deliverable](#) described in [Section 1.F](#) (Deliverables) below) under which the City of Dothan will support the Oracle Cloud Applications following the Post Go Live Assistance Period.
- xviii. **“Oracle Cloud Application(s)”** shall mean the in scope Oracle software application module(s) to be implemented based on the Oracle Fusion Cloud Services as listed in [Section 1.B.i](#).
- xix. **“Oracle Cloud Operations”** shall mean the Oracle organization in charge of operating the subscribed Oracle Cloud Services.
- xx. **“Oracle Cloud Services”** shall mean the Oracle hosted Cloud offering separately subscribed by the City of Dothan Partners for the Oracle Cloud Applications.
- xxi. **“Oracle Modern Best Practices”** shall mean a collection of business processes that are pre-defined by Oracle and are designed to map to certain portions of the Standard Functionality contained in the respective Oracle Cloud Application.
- xxii. **“Oracle True Cloud Method+”** and **“TCM+”** shall mean the Oracle Cloud delivery approach (i.e., methods, Deliverables) that underpins the execution of Cloud projects.
- xxiii. **“Post Go Live Assistance”** shall mean assistance provided by Oracle during the Post Go Live Assistance Period to support the Oracle Cloud Applications and facilitate City of Dothan’s transition to the Ongoing Support Model.
- xxiv. **“Post Go Live Assistance Period”** shall mean the period beginning upon Go Live and ending after fourteen (14) calendar days.
- xxv. **“Process Play Back”** or **“PP”** shall mean a TCM+ activity designed to tailor aspects of the Solution and demonstrate, and Validate the Solution as further described in this Exhibit. Process Play Backs are supported by prototypes.
- xxvi. **“Reports”** shall mean the Standard Reports and the Custom Reports.
- xxvii. **“Solution”** as used in this exhibit, shall mean the Oracle Cloud Applications and the Configurations, Reports, Conversions, and Integrations as specified in this exhibit and is not intended to bind Oracle to “solve” any product related issues or problems.
- xxviii. **“Standard Functionality”** shall mean the standard functionality of the Oracle Cloud Applications as set forth in the relevant product documentation.

- xxix. **“Standard Reports”** shall mean the unmodified reports available in Standard Functionality of the Oracle Cloud Applications.
- xxx. **“To-Be Process”** shall mean ESC Partners’ adapted business process flows within the Oracle Cloud Applications.
- xxxi. **“Validation”** or **“Validate”** shall mean a test or testing to confirm that the Oracle Cloud Applications are performing in accordance with the Global Template.

B. Cloud Applications and Scope of Services.

- i. Oracle Cloud Applications.

Using Oracle TCM+ and as further set forth in this exhibit, Oracle will implement Standard Functionality for the following Oracle Cloud Applications, modules, and processes:

Pillar	Application	Module(s)	Processes
CX	Oracle CX Service	Service Automation Intelligent Advisor	Service Request Management, Service Request Queue Management, and Knowledge Management, Address Validation, Design Policy Rules, Personalized Interviews & Self Service

- ii. Services Overview.

Oracle will perform the following as described in this exhibit:

- a. Perform project management, governance, and deployment activities for the Oracle Cloud Applications as specified in [Section 1.C.iii](#).
- b. Design To-Be Processes that align to the Oracle Cloud Applications based on the Global Design as specified in [Section 1.C.iii](#).
- c. Configure and Validate the Oracle Cloud Applications as specified in [Section 1.C.iii](#).
- d. Design the Conversion strategy and load data as specified in [Section 1.C.iii](#) for the Oracle Cloud Applications after ESC Partners has extracted them from ESC Partners’ source systems, cleansed, and transformed the data (Conversions listed in [Section 6.B](#)).
- e. Design the Integration Strategy and integrate the Oracle Cloud Applications with ESC Partners’ systems as specified in [Section 1.C.iii](#) for the Integrations.
- f. Design an organizational change management strategy and work with ESC Partners to create training and communications to deliver to ESC Partners’ end users as specified in [Section 1.C.iii](#).

C. Project Approach and TCM+ Stage Overview.

The Services will be provided using Oracle TCM+, which includes five (5) stages: Mobilize, Design, Localize and Validate, Go Live, and Optimize & Innovate as specified in the table in [Section 1.C.ii](#) below. The specific role of each party is set forth in [Section 1.C.iii](#).

- i. Project Timeline.

The following diagram provides a high-level timeline for the project that will be further defined as part of the [Project Plan Deliverable](#). The timelines and completion dates shown in the diagram are estimates and intended for planning and scheduling purposes only.

Plan on a page



ii. TCM+ Stage Overview.

TCM+ Stage	Stage Overview
MOBILIZE	<p>The purpose of this stage is to ramp up the project team, establish the team culture, and confirm delivery expectations. During this stage, the team will collaborate to define how we will govern the project. This includes:</p> <ul style="list-style-type: none"> • Identifying the teammates empowered to make decisions • Agreeing on a cadence in which we monitor and report progress • Communicating the change control process • Communicating the Deliverable Acceptance Framework Deliverable • Drafting and confirming the Project Plan Deliverable, including planning the Global Design workshop objectives, schedule, participants, and logistics • Establishing the Project Charter

TCM+ Stage	Stage Overview
<p>DESIGN</p>	<p>This stage is dedicated to validating scope across the project and identifying any necessary scope changes (subject to the Change Control set forth in Section B.5 of the ordering document). The team will coordinate a series of workshops to:</p> <ul style="list-style-type: none"> • Discuss the To-Be Process • Discuss Configuration of the Oracle Cloud Applications • Review the Global Template with Country/region/business unit resources and identify where Country/region/business unit localizations may be required (e.g. legal, statutory, or tax requirements), if applicable <p>These workshops are referred to as Process Play Back 1 (“PP1”) and are supported by a prototype (“P1”).</p> <p>The technology teammates will work to define the Integration Strategy Deliverable and Data Conversion Strategy Deliverable which helps to confirm and finalize the Integration and Conversion inventories.</p> <p>The Change Management Strategy Deliverable will be created and work will begin on the Communication Plan Deliverable and Training Plan Deliverable.</p>
<p>LOCALIZE AND VALIDATE</p>	<p>This stage is dedicated to refining the Configuration of the Oracle Cloud Applications. The team facilitates design workshops to discuss and adapt the Existing Process and requirements to local (e.g., regional, Country, business unit) specifications. These design sessions build upon the Global Template from the Design stage to help:</p> <ul style="list-style-type: none"> • Identify business unit- and Country-specific legal, regulatory, union, or works council requirements to be addressed by the Configuration Workbooks Deliverable • Define additional local (e.g., regional, Country, business unit) To-Be Process integration points • Identify technology, forms, or other documentation required to enable the To-Be Process locally <p>Two Process Play Backs (“PP2” and “PP3”) and supporting prototypes (“P2” and “P3”) will be completed. Each Process Play Back will be Validated (i.e., tested) to confirm that the Configurations, Conversions, and Integrations of the Oracle Cloud Applications enable the To-Be Process. The final Validation will be an end-to-end test (i.e., system Integration test, “SIT”) to confirm the Solution.</p> <p>ESC Partners continuously cleanses the data as it is iteratively converted and Validated with each Process Play Back.</p> <p>A user acceptance test (“UAT”) is also completed, if needed, focusing on training and engaging the user community.</p> <p>Communications and training to the end user population will be drafted, finalized, and delivered.</p> <p>A Cutover Checklist Deliverable is also defined during this period in preparation for Go Live.</p>
<p>GO LIVE</p>	<p>During this stage, Conversions are Validated in preparation for Go Live. The team executes the Cutover Checklist to deploy the Oracle Cloud Applications, Integrations, and data to the production environment.</p> <p>Delivery of communications and training to end users will continue.</p>
<p>OPTIMIZE & INNOVATE</p>	<p>During this stage, Oracle will provide Post Go Live Assistance to address identified issues associated with the scope of the Services.</p>

iii. Activities.

Oracle and ESC Partners will perform the activities specified in the Work Stream and Activities table below (the “**Activities**”). As used herein, “**Work Stream**” means a category of related Activities as set forth in the Work Stream and Activities table. As used in the Work Stream and Activities table below:

- a. “**Primary**” indicates the organization responsible for driving the completion of the Activity, including (but not limited to): authoring the associated Deliverable (if applicable), and scheduling and facilitating the necessary meetings to solicit input into the Deliverable/Activity.
- b. “**Support**” indicates the organization responsible for providing input into the completion of the Activity, including (but not limited to): reviewing and providing input into the content in the associated Deliverable/Activity, and participating in the necessary meetings to provide input into the Deliverable/Activity. Additional responsibilities specific to the support role are indicated in the table below (as needed). In the instances where Oracle is support, they can provide Deliverable examples, if needed.

#	Work Stream and Activities	Primary	Support	Notes About Support Role
#	Project Management Work Stream			
PM1	Oversee and facilitate performance of ESC Partners’ resources	ESC Partners	N/A	N/A
PM2	Oversee and facilitate performance of Oracle resources	Oracle	N/A	N/A
PM3	Provide executive sponsorship to oversee ESC Partners’ performance and resources	ESC Partners	N/A	N/A
PM4	Provide executive sponsorship to oversee Oracle performance and resources	Oracle	N/A	N/A
PM5	Prepare and execute monthly steering committee meetings	ESC Partners	Oracle	<ul style="list-style-type: none"> Help document and prepare materials for meetings
PM6	Document the Project Charter Deliverable as described in Section 1.F (Deliverables) below.	Oracle	ESC Partners	N/A
PM7	Document the project Governance Model Deliverable as described in Section 1.F (Deliverables) below and establish a project governance committee	Oracle	ESC Partners	N/A
PM8	Execute project governance processes	Oracle	ESC Partners	N/A

#	Work Stream and Activities	Primary	Support	Notes About Support Role
PM9	Document and manage the Project Plan Deliverable as described in Section 1.F (Deliverables) below	Oracle	ESC Partners	<ul style="list-style-type: none"> Document and manage activities owned by ESC Partners that impact the Services Provide ESC Partners' interdependencies for the Project Plan, including dependencies in ESC Partners' organization with other projects and with third party vendors Co-author and provide input into the integrated Project Plan
PM10	Maintain the Project Plan and use it as the baseline to create a weekly status report (" Status Report ")	Oracle	ESC Partners	<ul style="list-style-type: none"> Assist with maintaining the Project Plan and provide accurate status of ESC Partners-owned or interdependent activities
PM11	Compile Status Reports and jointly agree with ESC Partners on the template and cadence to be used for the Status Reports	Oracle	ESC Partners	<ul style="list-style-type: none"> Document and provide input into the Status Report template Provide updates to the Status Report for ESC Partners' owned activities
PM12	Document the Deliverable Acceptance Framework Deliverable as described in Section 1.E (Deliverables) below	Oracle	ESC Partners	<ul style="list-style-type: none"> Confirm Deliverable contributors, reviewers and sign-off resources Provide input into the Deliverable Acceptance Framework Deliverable
PM13	Conduct a project kick-off meeting with all project team members to review the Project Charter , Governance Model , and Project Plan Deliverables	ESC Partners	Oracle	<ul style="list-style-type: none"> Provide a conference room, teleconferencing tools, and in room equipment to accommodate all participants participating at ESC Partners locations Confirm ESC Partners' participants and presenters for the meeting Help define the agenda and content for meeting, including confirming ESC Partners participants who will present and endorse the project

#	Work Stream and Activities	Primary	Support	Notes About Support Role
PM14	Create an Ongoing Support Model Deliverable as described in Section 1.F (Deliverables) below	ESC Partners	Oracle	<ul style="list-style-type: none"> Confirm ESC Partners' support model for existing systems following Go Live Provide input on the impact of a proposed Ongoing Support Model Confirm the Ongoing Support Model
PM15	Manage and coordinate activities with ESC Partners' third party vendors aligning them and their delivery schedules with the project timeline	ESC Partners	Oracle	<ul style="list-style-type: none"> Provide input regarding third party vendor products and services with project dependencies that impact the Services
PM16	Coordinate activities with other dependent initiatives within ESC Partners' organization, including projects being conducted in parallel or with dependencies necessary for deployment of the Oracle Cloud Applications	ESC Partners	Oracle	<ul style="list-style-type: none"> Provide input regarding dependent initiatives that may impact resources, schedule, scope, and/or Services
PM17	Create a Cutover Checklist Deliverable as described in Section 1.F (Deliverables) below.	Oracle	ESC Partners	<ul style="list-style-type: none"> Document the detailed tasks required to transition the Work Streams for which ESC Partners is the Primary role to the new operating model, To-Be Process, and systems including resources and timing, based on input from the Work Streams Confirm all Work Streams are represented in the cutover plan Assist in maintaining the Cutover Checklist throughout Go Live
PM18	Create and manage the project business case	ESC Partners	N/A	N/A
PM19	Collaborate and coordinate with resources across Oracle to address issues and questions that come up throughout the duration of the Services	Oracle	N/A	N/A
PM20	Create an Environment Management Plan Deliverable as described in Section 1.F (Deliverables) below	Oracle	ESC Partners	N/A

#	Work Stream and Activities	Primary	Support	Notes About Support Role
PM21	Execute the Environment Management Plan throughout the deployment, including the final deployment of the Solution into the production environment	Oracle	ESC Partners	<ul style="list-style-type: none"> Help coordinate and schedule environment related service requests with Oracle Cloud Operations
PM22	Confirm ESC Partners' staff member workstation system compliance and any pre-installation activities as described in the Oracle Cloud Application documentation	ESC Partners	N/A	N/A
PM23	Create the Non-Oracle Requirements Deliverable as described in Section 1.F (Deliverables) below	ESC Partners	N/A	N/A
PM24	Work directly with Oracle Cloud Operations for the following: enablement of single-sign-on; provisioning of new environments; cloning of environments (i.e., pre-production to production, or production to pre-production); updates and patches; Pretty Good Privacy encryption for data extracts and Business Intelligence Publisher extracts; and any issues related to the above activities	ESC Partners	N/A	N/A
#	Configuration/Functional Work Stream			
C1	Conduct a familiarization/education workshop during the TCM+ Design stage to demonstrate Oracle Cloud Application functionality using Oracle Modern Best Practice process flows, videos, and a pre-configured Cloud environment (where appropriate). Typical topics discussed include role-based security, navigation, workflows, extensibility, and any Country/regional localizations (e.g. legal, statutory, or tax requirements) that may be required.	Oracle	ESC Partners	<ul style="list-style-type: none"> Help coordinate participants and confirm onsite and remote facilities
C2	Complete business questionnaires (via business subject matter experts) to help inform the design of the Oracle Cloud Applications	ESC Partners	Oracle	<ul style="list-style-type: none"> Answer questions about the questionnaire template Advise on Oracle Modern Best Practices
C3	Design the End-to-End Process	ESC Partners	N/A	N/A
C4	Design a To-Be Process that aligns to the Oracle Cloud Applications	ESC Partners	Oracle	N/A
C5	Create the End-to-End Process Diagrams Deliverable as described in Section 1.F (Deliverables) below	ESC Partners	N/A	N/A
C6	Identify business practice and procedure changes that will be required based on the To-Be Process and Global Template	ESC Partners	N/A	N/A

#	Work Stream and Activities	Primary	Support	Notes About Support Role
C7	Identify changes to non-Oracle applications that will be required based on the To-Be Process and Global Template	ESC Partners	N/A	N/A
C8	Execute Global Design culminating in Process Play Back 1 to make key decisions about the Configurations, Reports, Conversions, and Integration designs. As a result of Global Design, document decisions, compile a list of action items to work through, and manage any identified risks and issues.	Oracle	ESC Partners	<ul style="list-style-type: none"> Identify empowered and accountable resources to make decisions Confirm the final Global Template
C9	Execute iterative Process Play Back sessions (PP2 and PP3) to Validate the Configuration, Conversions, Integrations, and Reports in the enabling prototypes (P2 and P3)	Oracle	ESC Partners	<ul style="list-style-type: none"> Identify empowered and accountable resources to make decisions Validate the prototypes accurately reflect the Global Template and localizations required for each business unit/region/Country
C10	Prepare and finalize the Configuration Workbooks Deliverable as described in Section 1.E (Deliverables) below using a template provided by Oracle based on the final decisions ESC Partners made throughout the Process Play Backs. The Validated Configuration and corresponding Configuration Workbooks will be applied to the production environment for live business operation.	Oracle	ESC Partners	<ul style="list-style-type: none"> Answer questions about the Configuration Workbook template Review and Validate the final Configuration Workbooks
C11	Implement Configurations in ESC Partners' pre-production environment for the Oracle Cloud Applications	Oracle	ESC Partners	<ul style="list-style-type: none"> Make resources available for advice and guidance Set-up additional Configuration(s)
C12	Implement Configurations in ESC Partners' production environment for the Oracle Cloud Applications	Oracle	ESC Partners	<ul style="list-style-type: none"> Make resources available for advice and guidance Set-up additional Configuration(s)
C13	Implement required policy and procedure changes to support the To-Be Process and Oracle Cloud Applications	ESC Partners	N/A	N/A
C14	Implement required changes to non-Oracle systems	ESC Partners	N/A	N/A
C15	Assist with resolution of Configuration issues identified during testing/Validation and the Post Go Live Assistance Period	Oracle	ESC Partners	<ul style="list-style-type: none"> Advise on To-Be Process impacts Makes resources available for advice and guidance

#	Work Stream and Activities	Primary	Support	Notes About Support Role
C16	Prepare test scenarios for testing/Validation	ESC Partners	Oracle	N/A
C17	Evaluate and test Cloud Updates	ESC Partners	Oracle	<ul style="list-style-type: none"> Share information about features in a Cloud Update and help advise on how to incorporate the Cloud Update into the Project Plan Deliverable
C18	Schedule and accept product features in a Cloud Update	ESC Partners	Oracle	<ul style="list-style-type: none"> Demonstrate the features and functionality of the Cloud Updates
# Conversions Work Stream				
CON1	Provide information on ESC Partners' data, including data models, data usage and legacy custom data	ESC Partners	Oracle	N/A
CON2	Develop and/or modify ESC Partners' Data Governance approach and provide to Oracle prior to the commencement of Global Design	ESC Partners	N/A	N/A
CON3	Create a Data Conversion Strategy Deliverable as described in Section 1.F (Deliverables) below	Oracle	ESC Partners	<ul style="list-style-type: none"> Provide insights about all data sources and quality of data Provide access to data owners across ESC Partners' organization
CON4	Create Conversion design	Oracle	ESC Partners	N/A
CON5	Extract data from ESC Partners' source systems and provide to Oracle in an Oracle-specified format and location	ESC Partners	Oracle	<ul style="list-style-type: none"> Provide data formats, define delivery method, timing, volume, security and advise on strategy for consolidating different types of feeds
CON6	Map ESC Partners' source data to the Oracle Cloud Applications	ESC Partners	Oracle	N/A
CON7	Create data import scripts for the Oracle Cloud Applications	Oracle	N/A	N/A
CON8	Validate data accuracy	ESC Partners	N/A	N/A
CON9	Cleanse source data provided to Oracle	ESC Partners	N/A	N/A
CON10	Transform (as needed) source data provided to Oracle	ESC Partners	N/A	N/A
CON11	Import data in ESC Partners' pre-production environment for the Oracle Cloud Applications	Oracle	ESC Partners	<ul style="list-style-type: none"> Provide data to be imported
CON12	Import data into ESC Partners' production environment for the Oracle Cloud Applications from source systems	Oracle	ESC Partners	Provide data to be imported

#	Work Stream and Activities	Primary	Support	Notes About Support Role
CON13	Execute data load processes as part of Optimize & Innovate stage of TCM+	ESC Partners	Oracle	<ul style="list-style-type: none"> Answer questions about the data conversion tools Advise on Oracle Modern Best Practices
CON14	Resolve data quality issues as part of Optimize & Innovate stage of TCM+	ESC Partners	Oracle	<ul style="list-style-type: none"> Advise on Conversion standards
# Integrations Work Stream				
IN1	Create an Integration Strategy Deliverable as described in Section 1.F (Deliverables) below	Oracle	ESC Partners	<ul style="list-style-type: none"> Provide insights about ESC Partners' systems Provide access to system owners across ESC Partners' organization
IN2	Enable connectivity to the Oracle Cloud Applications, which includes opening firewall ports, configuring proxies, and managing all other network related data center activities	ESC Partners	Oracle	<ul style="list-style-type: none"> Obtain connectivity information for ESC Partners' Oracle Cloud Applications Test and confirm connectivity
IN3	Identify Integration requirements	ESC Partners	N/A	N/A
IN4	Prepare Integration functional designs	Oracle	ESC Partners	<ul style="list-style-type: none"> Provide insights about ESC Partners' systems Provide access to system owners across ESC Partners' organization Validate and approve functional designs
IN5	Prepare Integration technical designs	Oracle	ESC Partners	<ul style="list-style-type: none"> Provide insights about ESC Partners' systems Provide access to system owners across ESC Partners' organization
IN6	Build Integrations into ESC Partners' non-Oracle systems	ESC Partners	N/A	N/A
IN7	Implement the Integrations in ESC Partners' production environment(s) for non-Oracle systems	ESC Partners	N/A	N/A
IN8	Correct test defects with the Solution during SIT and UAT	Oracle	ESC Partners	<ul style="list-style-type: none"> Coordinate activities with ESC Partners' system owners
IN9	Correct test defects with ESC Partners' non-Oracle systems during SIT and UAT	ESC Partners	N/A	N/A
IN10	Implement the Integrations in ESC Partners' pre-production environment to facilitate Process Play Backs for the Oracle Cloud Applications	Oracle	ESC Partners	<ul style="list-style-type: none"> Coordinate activities with ESC Partners' system owners

#	Work Stream and Activities	Primary	Support	Notes About Support Role
IN11	Implement the Integrations in ESC Partners' production environment for the Oracle Cloud Applications	Oracle	ESC Partners	N/A
IN12	Assist with resolution of Integration issues during the Post Go Live Assistance Period	Oracle	ESC Partners	<ul style="list-style-type: none"> Coordinate resolution with ESC Partners' system owners (as needed)
# Reports Work Stream				
R1	Create the Report Strategy Deliverable as described in Section 1.F (Deliverables)	Oracle	ESC Partners	N/A
R2	Provide detailed requirements for the Reports	ESC Partners	Oracle	N/A
R3	Prepare functional and technical designs for the Reports	Oracle	ESC Partners	<ul style="list-style-type: none"> Make resources available for advice and guidance
R4	Implement the Reports in ESC Partners' pre-production environment for the Oracle Cloud Applications	Oracle	ESC Partners	<ul style="list-style-type: none"> Coordinate activities with ESC Partners' system owners
R5	Implement the Reports in ESC Partners' production environment for the Oracle Cloud Applications	Oracle	ESC Partners	<ul style="list-style-type: none"> Coordinate activities with ESC Partners' system owners
R6	Assist with resolution of Report issues identified during the Post Go Live Assistance Period	Oracle	ESC Partners	<ul style="list-style-type: none"> Coordinate resolution with ESC Partners' system owners (as needed)
# Testing Work				
T1	Create the Test Strategy Deliverable as described in Section 1.F (Deliverables) below for SIT and UAT	ESC Partners	N/A	N/A
T2	Create the Test Plan Deliverable as described in Section 1.F (Deliverables) below)	ESC Partners	Oracle	<ul style="list-style-type: none"> Provide guidance on building a test plan
T3	Create the Test Scenarios Deliverable as described in Section 1.F (Deliverables) below	ESC Partners	Oracle	N/A
T4	Create the Test Scripts Deliverable as described in Section 1.F (Deliverables) below	ESC Partners	Oracle	<ul style="list-style-type: none"> Provide baseline test scenarios
T5	Execute the Test Scripts	ESC Partners	Oracle	N/A
T6	Create the Test Results Deliverable as described in Section 1.F (Deliverables) below	ESC Partners	Oracle	<ul style="list-style-type: none"> Review and validate Test Results
T7	Assist with resolution of test issues during Validation and the Post Go Live Assistance Period	Oracle	ESC Partners	N/A
T8	Correct test defects in ESC Partners' non-Oracle systems	ESC Partners	N/A	N/A

#	Work Stream and Activities	Primary	Support	Notes About Support Role
T9	Manage defect resolution, including assigning owners to fix the defects and managing status through resolution	ESC Partners	Oracle	N/A
T10	Confirm the Oracle Cloud Applications and the associated Configurations, Integrations, Conversions, and Reports are ready to be deployed in ESC Partners' production environment	ESC Partners	Oracle	N/A
# Change Management Work Stream				
CM1	Create a Change Management Strategy Deliverable as described in Section 1.F (Deliverables) below	ESC Partners	N/A	N/A
CM2	Complete a stakeholder impact assessment to confirm the To-Be Process and role alignment	ESC Partners	N/A	N/A
CM3	Create a Training Plan Deliverable as described in Section 1.F (Deliverables) below	ESC Partners	N/A	N/A
CM4	Create a Communication Plan Deliverable as described in Section 1.F (Deliverables) below	ESC Partners	N/A	N/A
CM5	Document a Communications Deliverable as described in Section 1.F (Deliverables) below	ESC Partners	N/A	N/A
CM6	Create a Training Materials Deliverable as described in Section 1.F (Deliverables) below to augment (separately contracted) Oracle University Guided Learning training	ESC Partners	N/A	N/A
CM7	Provide ESC Partners' end users the access necessary to access all virtual training	ESC Partners	N/A	N/A
CM8	Deliver training content, including confirming trainer readiness (if trainers are required)	ESC Partners	N/A	N/A
CM9	Onboard leaders, coaches, and change agents to help advocate for and drive the change globally	ESC Partners	N/A	N/A
CM10	Manage training logistics (including securing locations, hardware, system access, required photocopies, and data setup in a non-production environment where appropriate, etc.)	ESC Partners	N/A	N/A
CM11	Execute changes to the organizational model and roles, and measure the change across the organization	ESC Partners	N/A	N/A

D. Scope Assumptions.

The Services shall be subject to the assumptions set forth in this [Section 1.D](#).

- i. Oracle Cloud Applications Assumptions.

#	Scope	Scope Assumption	Details
General Assumptions Across Oracle Cloud Applications			
G1	Countries	One (1)	See Country list in Section 1.D.v .
G2	Security Rules	Standard Functionality	Control access to data that is tagged with the value set values associated with any segment in the chart of accounts. Oracle will provide the predefined security data specified in Oracle product documentation (i.e. Standard Functionality) for the Oracle Cloud Applications.
G3	Security Profiles	Standard Functionality	A set of criteria that identifies objects of a single type for the purposes of securing access to those objects. Oracle will provide the predefined security data specified in Oracle product documentation (i.e. Standard Functionality) for the Oracle Cloud Applications.
G4	Standard Reports & Dashboards	Standard Functionality	Oracle Transaction Business Intelligence (“ OTBI ”) for the Oracle Cloud Applications.
G5	Custom Reports (including Modifications to Standard Reports)	Up to five (5)	Details for custom Reports: <ul style="list-style-type: none"> Five (5) moderate complexity <i>NOTE: Custom Reports are listed in Section 6.C and complexity definitions are in Section 6.D.iii.</i>
G6	Custom Dashboards (including Modifications to Standard dashboards)	Up to three (3)	Details for custom Dashboards: <ul style="list-style-type: none"> Three (3) moderate complexity <i>NOTE: Custom Dashboards are listed in Section 6.C and complexity definitions are in Section 6.D.iii.</i>
G7	Languages	One (1)	US English
G8	Data Roles	Standard Functionality	A defined set of data describing the job a user does within that defined set of data. A data role inherits job or abstract roles and grants entitlement to access data within a specific dimension of data based on data security policies.
G9	Currencies	One (1)	US Dollar
G10	Business Units	Up to one (1)	A unit of an enterprise that performs one or many business functions that can be rolled up in a management hierarchy.
G11	Legal Entities	Up to one (1)	Identified and given rights and responsibilities under commercial law, through the registration with the country's appropriate authority.

#	Scope	Scope Assumption	Details
G12	Dashboards and Infolets	Standard Functionality	Dashboards are a collection of analyses and other content, presented on one or more pages to help users achieve specific business goals. Infolets are used to aggregate key information.
G13	Active Users	Up to twenty-five (25)	N/A
Oracle Intelligent Advisor			
IA1	Oracle Intelligent Advisor Processes	In Scope	Enable the processes specified in Section 1.B.i .
IA2	Interviews	Up to two (2)	N/A
Oracle Service Center			
SVA1	Oracle Service Center Processes	In Scope	Enable the processes specified in Section 1.B.i .
SVA2	Service Request Queues	Up to five (5)	A holding place for service requests that a service agent can take action on. These queues support manual or automated assignments to a pool of service agents.
SVA3	Knowledge Articles	Up to ten (10)	Searchable content for agents to research within the context of a service request. Oracle to set up ten (10) knowledge articles and show ESC Partners how to set up additional knowledge articles.
Oracle Field Service Cloud Core Manage			

ii. Conversion Assumptions.

#	Item	Assumption	Details
CONV1	Data file transfer scripts	One way	Transfer scripts are from non-Oracle Cloud Application source to Oracle Cloud Application, or from Oracle Cloud Application to an external system
CONV2	Data format	Consistent	Data coming from multiple source systems is formatted the same as one (1) or a series of batch files The format will be defined during Global Design and adhered to throughout deployment
CONV3	Data Conversion mappings	Leverage delivered layouts	Utilize Oracle Cloud Application Standard Functionality layouts and handling exceptions (as necessary)
CONV4	Tools	Import Management	Import Management is a data processing tool used to load data into Oracle Cloud applications from external sources Data to be converted must adhere to the data import standards for data loading

#	Item	Assumption	Details
CONV5	Pre-production Data Conversion iterations	Up to three (3)	Data will be converted up to three (3) times following the pre-defined Conversion processes established during Design

iii. Integration Assumptions.

#	Item	Assumption	Details
INT2	Oracle Cloud Applications	In Scope – Generally available release of Oracle Cloud Applications	Integrations will be limited to interfaces available in the generally available release of the Oracle Cloud Applications without any changes, customizations, or enhancements

iv. Reports Assumptions.

#	Item	Assumption	Details
RT1	Reporting tool	OTBI	Used for ad-hoc and dashboard operational reporting

v. Country Assumptions.

#	Country
CO1	United States

E. Cloud Updates.

Cloud Updates are mandatory within the time period announced by Oracle and involve the fleet wide patching of a previous release. The available Cloud Update window is reduced once the end of the Cloud Update period nears. It is assumed that a new release Cloud Update is estimated to occur two to four (2-4) times a year.

As required, the impact of Cloud Updates is assessed at the announcement of the release and any impact on timeline or effort may be handled via the change control process to adjust timeline, effort, and cost of the project accordingly.

The Cloud Update activities will run in parallel with the regular project activities and the effort (i.e., regression testing, acceptance of new features for Oracle Cloud Applications) associated with the Cloud Update effort is included in the scope of services. Detailed plans are to be prepared jointly after the release announcement along with the impact analysis through the review of the release notes. Oracle will try and minimize impact on the project delivery. Timing is dependent on the progress of the implementation project at the moment of the release.

F. Deliverables.

Services performed by Oracle under this exhibit shall be for the purpose of providing the Deliverables where Oracle is identified as the owner in the table below. ESC Partners will be responsible for providing the Deliverables where ESC Partners is identified as the owner in the table below. “**Owner**” indicates the organization responsible for driving the completion of the Deliverable, including (but not limited to): authoring the Deliverable, and scheduling and facilitating the necessary meetings to solicit input into the Deliverable.

#	Deliverable Name	Owner	Deliverable Description/Acceptance Criteria
D1	Project Charter	Oracle	<p>Does the document:</p> <ul style="list-style-type: none"> • Detail the scope of the project in accordance with this exhibit – what is in and out of scope? • Articulate the delivery principles – how the team will work together to deliver the project? • Identify the key outcomes of the project – what are the business goals? • Provide a guide/mission that grounds the project work effort? • Identify project sponsor? • Identify key stakeholder groups?
D2	Governance Model	Oracle	<p>Does the document:</p> <ul style="list-style-type: none"> • Identify project sponsor(s)? • Describe how the project team will communicate with each other throughout the delivery of the Services? • Define the Status Report template, process, and meetings to enable the process? • Describe project document lifecycle and storage standards, including how risks, issues, actions, and decisions will be documented and managed to resolution? • Define the process for escalating issues, risks, and decisions? • Confirm who, within ESC Partners’ and Oracle’s organizations, is empowered to resolve/mitigate different types of issues/risks and make decisions? • Confirm the pace at which issues, risks, and decisions need to be acted on and closed?
D3	Project Plan	Oracle	<p>Does the document:</p> <ul style="list-style-type: none"> • Define the project schedule of when activities, tasks, and Deliverables are to be completed, and identify the associated dependencies to complete the defined schedule? • Identify the resources required to execute the defined schedule?
D4	Deliverable Acceptance Framework	Oracle	<p>Does the document:</p> <ul style="list-style-type: none"> • Detail the Deliverable acceptance process (Subject to Section 3, Acceptance of Deliverables, below), including test scenarios for each applicable Deliverable, the reviewers and approvers, and the status definitions as a Deliverable moves through the acceptance process?
D5	End-to-End Process Diagrams	ESC Partners	<p>Does the document:</p> <ul style="list-style-type: none"> • Contain the End-to-End Process flow diagrams? • Specify the To-Be Process? • Specify the process steps that will be performed outside the Oracle Cloud Applications?

#	Deliverable Name	Owner	Deliverable Description/Acceptance Criteria
D6	Environment Management Plan	Oracle	<p>Does the document:</p> <ul style="list-style-type: none"> • Document the process to be used to make changes to instances, including pod refreshes, access management (for Configurations, Conversions, etc.), and how Cloud Updates will be implemented? • Define roles and responsibilities associated with the different environments (i.e., who has access, what type of access they have)? • Define what type of data is converted into/available to which environment?
D7	Cutover Checklist	Oracle	<p>Does the document:</p> <ul style="list-style-type: none"> • Identify the list of cutover activities and tasks required to move Configurations, Conversions, Integrations, and Reports into the production environment? • Define how handoffs are documented including how each cutover activity is status reported, which role completes the activity, and how notifications of cutover are reported?
D8	Configuration Workbooks †	Oracle	<p>Does the document:</p> <ul style="list-style-type: none"> • Contain the relevant Configurations and, if applicable, Reports for the Oracle Cloud Applications? • Identify Countries/regions that will have localizations?
D9	Data Conversion Strategy †	Oracle	<p>Does the document:</p> <ul style="list-style-type: none"> • Detail the Conversion strategy, source systems, approach, technical conversion tools, critical dependencies, and ESC Partners' Data Governance processes that apply to the Oracle Cloud Applications that will be adhered to throughout the duration of the project?
D10	Integration Strategy †	Oracle	<p>Does the document:</p> <ul style="list-style-type: none"> • Detail the approach, technical tools, critical dependencies, and the relevant Integration governance process that will be adhered to throughout the duration of the project? • Confirm the current technical architecture and how the technical architecture changes will be implemented
D11	Non-Oracle Requirements	ESC Partners	<p>Does the document:</p> <ul style="list-style-type: none"> • Define requirements (i.e., process, non-Oracle application, technology, people, policies) that need to be addressed as they relate to scope outside of the Services in this exhibit?
D12	Change Management Strategy	ESC Partners	<p>Does the document:</p> <ul style="list-style-type: none"> • Define the goals, expected outcomes, critical success factors, and how the change management work is organized? • Confirm the stakeholders who will be impacted by the change, including an assessment of the level of impact?

#	Deliverable Name	Owner	Deliverable Description/Acceptance Criteria
D13	Communication Plan	ESC Partners	<p>Does the document:</p> <ul style="list-style-type: none"> Define the communications that will be delivered (and to whom) as part of the deployment? Confirm who, within ESC Partners, will create, review, and distribute the communications?
D14	Training Plan	ESC Partners	<p>Does the document:</p> <ul style="list-style-type: none"> Define the training (by type) that will be delivered by ESC Partners (and to whom) as part of the deployment? Confirm who, within ESC Partners, will create, review, and distribute the training?
D15	Communications	ESC Partners	<p>Does the document:</p> <ul style="list-style-type: none"> Contain the communications identified in the Communication Plan Deliverable? Confirm how the Countries/regions/business units can adapt the communications to meet their local needs?
D16	Training Materials	ESC Partners	<p>Does the document/tool:</p> <ul style="list-style-type: none"> Contain the materials identified in the Training Plan to be used for training different stakeholder groups? Include ESC Partners' specific content (for guided learning training)? Confirm how the Countries/regions/business units can adapt the training to meet their local needs?
D17	Report Strategy	Oracle	<p>Does the document:</p> <ul style="list-style-type: none"> Document the approach for the design, development and delivery of Reports? Outline the reporting platforms, architecture, and data sources driving the Reports? List the Report inventory?
D18	Test Strategy	ESC Partners	<p>Does the document:</p> <ul style="list-style-type: none"> Define the strategy for testing? Confirm the entrance and exit criteria for each cycle? Define which stakeholders to involve throughout the testing effort? Confirm the testing approach
D19	Test Plan	ESC Partners	<p>Does the document:</p> <ul style="list-style-type: none"> Define the testing schedule and the accountable resources to complete the work? Confirm the test data, Integrations, and Configurations that are required to execute the testing? Confirm the approach to manage defects from identification through resolution?

#	Deliverable Name	Owner	Deliverable Description/Acceptance Criteria
D20	Configuration (Production)*	Oracle	Do the Oracle Cloud Applications: <ul style="list-style-type: none"> Contain the Configurations and, if applicable, Reports as documented in the Configuration Workbooks?
D21	Converted Data (Production)*	Oracle	Do the Oracle Cloud Applications: <ul style="list-style-type: none"> Contain the data as documented in the Data Conversion Strategy Deliverable?
D22	Integrations (Production)*	Oracle	Do the Oracle Cloud Applications: <ul style="list-style-type: none"> Contain the Integrations as documented in the Integration Strategy Deliverable?

Notes:

- * Indicates the components that make-up the Oracle Cloud Applications Go Live in the production environment. A Go Live is complete when each of the identified Deliverables for the Go Live have been accepted pursuant to the acceptance process set forth in [Section 3](#) (Acceptance of Deliverables) below.

2. ESC Partners' Obligations and Project Assumptions.

ESC Partners acknowledges that ESC Partners' timely provision of and access to office accommodations, facilities, and equipment (if applicable), and assistance, cooperation, and complete and accurate information and data from ESC Partners' officers, agents, and employees (collectively, "cooperation") are essential to the performance of any Services as set forth in this exhibit. Additionally, ESC Partners is responsible for securing all necessary cooperation from your client in connection with the Services. Oracle will not be responsible for any deficiency in performing Services if such deficiency results from ESC Partners' or your client's failure to provide full cooperation.

ESC Partners acknowledges if Oracle's cost of providing Services is increased because of ESC Partners' or your client's failure to meet the obligations listed in this exhibit, failure to provide cooperation, or because of any other circumstance outside of Oracle's control, then ESC Partners agrees to pay Oracle for such increased costs. Such increased costs may include time during which Oracle resources are under-utilized because of delays.

ESC Partners acknowledges that Oracle's ability to perform the Services depends on ESC Partners' and its client's fulfillment of the obligations and assumptions set forth in this exhibit.

A. ESC Partners' Obligations.

- i. Obtain Oracle Cloud Services subscription(s) for the Oracle Cloud Applications under separate contract prior to the commencement of Services under this exhibit and maintain such Oracle Cloud Services for the duration of the Services provided under this exhibit.
- ii. If Oracle provides ESC Partners with access to a third party tool (software or cloud service) to facilitate collaboration between ESC Partners and Oracle related to the Services ("Third Party Collaboration Tool"), ESC Partners agrees to comply with the applicable terms found at <https://www.oracle.com/a/ocom/docs/corporate/ocs-third-party-tools.pdf>. Such applicable terms shall become binding upon any use by ESC Partners of the corresponding Third Party Collaboration Tool.

For any other Third Party Collaboration Tools not provided by Oracle, including ESC Partners' internal collaboration tools (if any) that will be utilized by project members, ESC Partners will obtain the rights for Oracle resources to use such Third Party Collaboration Tools for the duration of the project.

- iii. Provide Oracle with full access to the relevant documentation and the functional, technical, and business resources with adequate skills and knowledge to support the performance of Services.

- iv. Provide, for all Oracle resources performing Services at ESC Partners' site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, legally acceptable oxygen concentration levels, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations).
- v. Provide any notices, and obtain any consents, required for Oracle to perform Services.
- vi. Limit Oracle's access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
- vii. Provide Oracle resources with remote access to ESC Partners' systems and environments required for such the Services, using an Oracle-defined standard virtual private network or an Oracle Web Conference or similar, agreed-upon third-party web conferencing application (collectively, "Remote Access Tools"), including by: (a) installing the Remote Access Tools prior to the commencement of Services and maintaining them for the duration of the Services (e.g., by acquiring any equipment and performing labor) to ensure all components of ESC Partners' Oracle software environment are accessible and in compliance with all Oracle's requirements; and (b) obtaining all rights to use the remote access tools for all Oracle resources providing remote Services. ESC Partners acknowledges and agrees that: (i) Oracle is not responsible for network connections or any related problems, such as bandwidth issues, excessive latency, network outages, or any performance or other conditions caused by an internet service provider or the network connections; and (ii) all terms and conditions applicable to any third-party web conferencing application shall have no force or effect whatsoever.
- viii. As required by U.S. Department of Labor regulations (20 CFR 655.734), ESC Partners will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on site.
- ix. The Services scope in this exhibit is limited to up to One (1) non-production environments and One (1) production environment procured separately by ESC Partners. The final project environments will be defined in the [Environment Management Plan Deliverable](#). The pre-production environment(s) will be required to allow the flexibility needed for meeting the timelines while having parallel Configuration, Validation, and Integration/ Conversion activities. If it is determined by Oracle that additional environments are necessary, ESC Partners will procure those environments from Oracle separately.
- x. Perform all tasks assigned to ESC Partners in this exhibit and providing the project Deliverables identified above in a timely manner.
- xi. Provide all files from ESC Partners' existing applications for Integrations and Conversions in a format and level of detail specified by Oracle and required to load into the Oracle Cloud Applications.
- xii. ESC Partners' resources will fill the following roles as required for the Services:
 - a. Part-time project sponsors to help resolve escalated issues, make escalated decisions, and set project direction
 - b. Part-time project director to oversee the project
 - c. Full-time project managers to help manage the Project Plan, identify status, and deploy the solution
 - d. Part-time solution architect to confirm the Solution and validate localizations, as applicable
 - e. Full-time business process owners to confirm decisions and help shape the Solution
 - f. Part-time security leads to confirm the security design and validate security within the in-scope Countries/regions, as applicable
 - g. Part-time reporting lead to confirm the reporting approach and validate the local variances, as applicable

- h. Full-time reporting developers to help develop Reports in the in-scope Countries/regions, as applicable
 - i. Part-time technical architect to confirm the architecture
 - j. Data leads and data specialists to help extract, cleanse, and Validate data
 - k. Integrations lead and developers to help design, build, and test Integrations with ESC Partners' systems
 - l. Part-time change management lead to confirm and execute the [Change Management Strategy Deliverable](#)
 - m. Full-time training resources to design, develop, and execute training
 - n. Full-time communications resources to design, develop, and execute training
 - o. Part-time testing lead to plan and execute testing
 - p. Part-time test scenario/script developers to create test scenarios/scripts and then execute them
- xiii. If while performing Services, Oracle requires access to other vendor's products that are part of ESC Partners' system, ESC Partners will be responsible for acquiring all such products and the appropriate license/usage rights necessary for Oracle to access and use such products on ESC Partners' behalf.
 - xiv. ESC Partners requires any security assessment or audit that may impact Oracle's performance of Services, then ESC Partners will complete such assessment or audit prior to the commencement of Global Design.

B. Project Assumptions.

- i. The parties estimate that the project will commence on or about June 2021 and be completed on or about October 2021. Any changes to the timeline will be managed through the Change Control Process set forth in Section B.5 of the ordering document.
- ii. Any timelines or completion dates discussed with ESC Partners, referenced in this exhibit, or set forth in a document described in this exhibit are estimated dates and are intended for planning purposes only. Oracle does not guarantee that these estimated dates will be met; however, Oracle will use commercially reasonable efforts to meet the estimated dates.
- iii. Oracle resources will not typically perform Services on holidays recognized by Oracle or on weekends. However, with ESC Partners' permission, Oracle resources may choose to perform Services during such periods.
- iv. All project Deliverables will be created using standard Oracle TCM+ templates and formats.
- v. All project documentation, presentations, and project communication will be in US English.
- vi. Any work ESC Partners requests beyond the scope stated in this exhibit will need to be presented by ESC Partners for approval through the agreed upon governance process (per the [Governance Model Deliverable](#)). The standard Oracle Change Control Process set forth in Section B.5 of the ordering document will be followed, to make the necessary changes to this exhibit, including any changes to the fees and estimated expenses.
- vii. The Services shall be performed on-site at ESC Partners' facilities located in Dothan, Alabama and remotely. Staffing is based on a blended delivery approach leveraging local, onshore, and offshore resources, and a majority of Services will be performed by remote onshore or offshore resources. Offshore effort will be delivered from Oracle's offices in India, and work schedules of offshore resources will be per their respective time zones.

- viii. Oracle will, at its sole reasonable discretion, determine the number and manner in which resources are assigned to perform its obligations.
- ix. Configuration of the Oracle Cloud Applications will be limited to the Standard Functionality generally available in the base Oracle Cloud Applications release planned for Go Live.
- x. Unless otherwise specified, common requirements and business processes will be utilized for the Services specified in this exhibit.
- xi. Anything not expressly listed in the description of Services and Deliverables is not included in the scope of, or estimated fees for, Services.
- xii. Owing to the uncertainties of the evolving COVID-19 situation, the provision of any on-site Services under this exhibit is subject to the delivery resources being permitted and able to perform such Services taking into consideration applicable laws and regulations, including those pertaining to health, safety and mobility (whether in the country of service provision and/or the country of location of the delivery resources). If the provision of any on-site Services is negatively impacted due to circumstances related to or arising from the COVID-19 situation, Oracle and ESC Partners agree to cooperate in good faith to review such impact and, if necessary, amend any resource plans, work plans, the Project Plan, service specifications, time schedules and the like in accordance with the Change Control process set forth in Section B.5 of the ordering document, including possibly putting in place an infrastructure (e.g. VPN) to enable a remote delivery of services. For the avoidance of doubt, this Section is without prejudice to the parties' rights and obligations under the force majeure clause of the Agreement
- xiii. ESC Partners grants Oracle the right to refer to ESC Partners as a customer in sales presentations, marketing vehicles and activities. In addition ESC Partners agrees to become part of Oracle's reference program by working with a representative from Oracle Marketing to develop a customer profile for use on Oracle.com and for other promotional activities as reviewed and agreed to by ESC Partners. The profile will include a quote from an executive of ESC Partner's company and ESC Partners grants Oracle the right to use ESC Partners' company name and company logo.

3. Acceptance of Deliverables.

Upon completion of any Deliverable owned by Oracle as set forth in [Section 1.F](#) of this exhibit, Oracle shall provide a copy thereof to ESC Partners. At such time, if ESC Partners requests, Oracle will demonstrate to ESC Partners that such Deliverable conforms to the acceptance criteria specified for such Deliverable in [Section 1.F](#) of this exhibit. ESC Partners will be responsible for any additional review and testing of such Deliverable in accordance with any mutually agreed Test Scenarios that apply to such Deliverable. If the Oracle-owned Deliverable does not conform with the acceptance criteria for such Deliverable specified in [Section 1.F](#) of this exhibit, ESC Partners shall have five (5) business days after Oracle's submission of the final Deliverable ("**acceptance period**") to give Oracle written notice which shall specify the deficiencies in detail. Oracle shall use reasonable efforts to promptly cure any such deficiencies. After completing such cure, Oracle shall resubmit the Deliverable for ESC Partners' review and testing as set forth above. Upon accepting any Deliverable submitted by Oracle, ESC Partners shall provide Oracle with written acceptance of such Deliverable. If ESC Partners fails to provide written notice of any deficiencies within the acceptance period, as provided above, such Deliverable shall be deemed accepted at the end of the acceptance period.

4. Fees, Expenses, and Taxes.

A. Fees and Expenses.

ESC Partners agrees to pay Oracle the fee specified below for the Services and Deliverables described in this exhibit. This fee does not include expenses or taxes. Once an Oracle Deliverable is accepted, or deemed accepted, in accordance with [Section 3](#) (Acceptance of Deliverables), the corresponding fee for such Deliverable specified below becomes due and payable and Oracle shall thereafter invoice, and ESC Partners shall pay, such Deliverable

fee; this payment obligation shall become non-cancelable and the sum paid non-refundable on such acceptance date.

Provided ESC Partners is not in breach of any of its payment obligations under this exhibit, ESC Partners may withhold from the amount due under each monthly invoice a holdback equal to five percent (5%) of such invoice (the "Holdback"), provided that such Holdback may only be deducted from the amount of fees due for the Deliverables detailed in Section 4.A and not from amounts due for incidental expenses including travel or other expenses, or taxes. The total amount of the Holdback shall not exceed \$24,350.00 and shall be invoiced, non-cancelable, and non-refundable after all the Deliverables specified in Section 4.A have been accepted pursuant to Section 3. Such invoice shall be due and payable thirty (30) days from the date it is sent.

Deliverable #	Deliverable Name	Month	Fee	Holdback	Invoice Amount
N/A	Contract Execution				
	D1 - Project Charter				
	D2 - Governance Model	1	\$150,000.00	\$7,500.00	\$142,500.00
	D3 - Project Plan				
	D4 - Deliverable Acceptance Framework				
D1	D6 - Environment Management Plan				
	D9 - Data Conversion Strategy	2	\$160,000.00	\$8,000.00	\$152,000.00
	D10 - Integration Strategy				
	D17 - Report Strategy				
D2	D7 - Cutover Checklist	3	\$120,000.00	\$6,000.00	\$114,000.00
	D8 - Configuration Workbooks				
D3	D20 - Configuration (Production)	4	\$57,000.00	\$2,850.00	\$54,150.00
	D21 - Converted Data (Production)				
	D22 - Integrations (Production)				
	Holdback	4			\$24,350.00
		Total Fixed Fee			\$487,000.00

Expenses related to the providing of the services are specified in ESC Partners' order. Such expenses will be invoiced monthly as they are incurred.

B. International Tax/Resource Cost.

ESC Partners acknowledges that the performance of Services under this exhibit may involve use of resources from a country or location other than that in which the Services are to be performed ("**non-native resources**"). The use of non-native resources may create a tax reporting and filing obligation for such resource in such country or location and may cause Oracle to incur incremental tax costs and other administrative costs (e.g., costs arising from tax preparation, reporting and filing obligations) associated with placing a non-native resource in the country or location in which the Services are be performed. These costs are separate from and in addition to expenses. The costs as related to the performance of Services under this exhibit are defined as

Resource Costs. Accordingly, for Services performed under this exhibit, in addition to paying Oracle the fees for Services plus taxes and expenses, ESC Partners agrees to pay Resource Costs to Oracle within thirty (30) days of the date of an invoice(s) for such Resource Costs.

5. Project Management.

ESC Partners and Oracle each agree to designate a project manager who shall be responsible for coordinating its activities under this exhibit. ESC Partners and Oracle each shall direct all inquiries concerning the Services to the other party's project manager. ESC Partners' project manager shall have the authority to approve Services on ESC Partners' behalf. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

6. Reference Tables.

A. Integrations.

#	Integration	Target	Source	Direction	Complexity
INTE1	Property Address Mapping	Geographic Information System (GIS)	Oracle CX Service	Outbound	Moderate
INTE2	Constituent Text Notifications	SMS Gateway	Oracle CX Service	Outbound	Moderate

B. Conversions.

#	Business Object	From System(s)	Complexity
CNV1	Property Address	<ul style="list-style-type: none"> Up to twenty-five thousand (25,000) records 	Easy
CNV2	Property Service Requests	<ul style="list-style-type: none"> Up to twenty-five thousand (25,000) records 	Easy

C. Custom Reports & Dashboard.

#	Custom Report Name	Description	Complexity
CR1	Service Request Reports	Up to five (5)	Moderate
CR2	Service Request Dashboard	Up to three (3)	Moderate

D. Complexity Definitions.

- i. Integrations.

Extensibility Type	Parameters/ Effort Type	Very Easy	Easy	Moderate	Complex	Very Complex
Inbound Integration (HCM Data Loader (“HDL”)-based)	<ul style="list-style-type: none"> Type of data load (setup or transaction) Number of records to be loaded Languages - single/multi-byte characters Descriptions are for point-to-point Integrations Automation of file transfer can be accomplished by a custom script 	<ul style="list-style-type: none"> One (1) to three (3) business objects Number of records is less than one hundred (100) rows One (1) language 	<ul style="list-style-type: none"> One (1) to five (5) business objects One hundred (100) to two hundred (200) records Current row is only for transaction data Up to two (2) languages 	<ul style="list-style-type: none"> One (1) to seven (7) business objects Up to five hundred (500) employees Up to five thousand (5,000) rows Current row is only for transaction data Up to four (4) languages 	<ul style="list-style-type: none"> One (1) to ten (10) business objects Up to two thousand (2,000) employees Up to ten thousand (10,000) rows Current/historic transaction data may involve multiple legal entities Up to seven (7) languages 	<ul style="list-style-type: none"> One (1) to fifteen (15) business objects Up to 5000 employees Up to fifty thousand (50,000) rows Current/Historic Transaction data may involve multiple legal entities More than seven (7) languages
Inbound Integration (Representation -al State Transfer (“REST”) Application Programming Interface (“APIs”))	<ul style="list-style-type: none"> REST operations Number of entities REST API call is ESC Partners’ responsibility for point-to-point Integrations For Oracle Integration Cloud-based integrations, REST API calls are Oracle’s responsibility 	<ul style="list-style-type: none"> For work structure GET Hypertext Transfer Protocol (“HTTP”) objects Up to two (2) entities 	<ul style="list-style-type: none"> For work structure GET and POST HTTP objects Up to five (5) entities 	<ul style="list-style-type: none"> For worker, time entries, Oracle Absence Management, or Oracle Benefits Up to seven (7) entities 	<ul style="list-style-type: none"> For worker, time entries, Oracle Absence Management, or Oracle Benefits (GET and POST HTTP) Up to seven (7) entities Multiple REST calls 	<ul style="list-style-type: none"> For worker, time entries, Oracle Absence Management, or Oracle Benefits (GET and POST HTTP) Up to twelve (12) entities Multiple REST calls

Extensibility Type	Parameters/ Effort Type	Very Easy	Easy	Moderate	Complex	Very Complex
Outbound Integration (HCM or BIP extracts)	<ul style="list-style-type: none"> Number of Entities such as department, employees, assignments, etc. Number of output columns Data selection criteria and exclusion rules Need for custom extraction/ scheduling logic such as Fast Formula or Balance Groups Need for specific delivery/ bursting options Need to pass the extract data to BI Report Complexity of the BI template (etext, RTF etc.) 	<ul style="list-style-type: none"> Number of entities up to two (2) Number of output columns up to ten (10) Selection criteria up to three (3) at each level, without exclusion rules No custom extraction logic No bursting options No BI Report template required No transformation using XSLT Adapter based connectivity and service invocation Asynchronous transaction architecture, with no response or call back functionality No process orchestration within the process flow Not an event driven flow 	<ul style="list-style-type: none"> Number of entities up to four (4) Number of output columns up to twenty (20) Selection criteria up to five (5) at each level, without exclusion rules Simple custom extraction logic using Fast Formula with seeded scheduling No bursting options BI template required Simple BI template with very basic or no validations or conditional logic Adapter based connectivity and service invocation Asynchronous transaction architecture, with no response or call back functionality No process orchestration within the process flow Not an event driven flow 	<ul style="list-style-type: none"> Number of entities up to six (6) Number of output columns up to thirty (30) Selection criteria up to five (5) at each level, with exclusion rules Moderate custom extraction logic using Fast Formula with simple custom scheduling logic No bursting options BI Report template is required to format and present the extracted data in required format and layout Moderate BI template with basic validations and conditional logic May involve extraction of balances Adapter based connectivity and service invocation Asynchronous transaction architecture, with no response or call back functionality No process orchestration within the process flow Can be an event driven flow (events published via Oracle Cloud ERP adapter only) 	<ul style="list-style-type: none"> Number of entities up to eight (8) Number of output columns up to forty (40) Selection criteria up to five (5) at each level, with exclusion rules Moderate custom extraction logic using Fast Formula or Balance Groups Moderate custom scheduling logic With bursting option BI Report template is required to format and present the extracted data in required format and layout Complex BI template with moderate validations and conditional logic May involve extraction of balances Adapter based connectivity and service invocation (technology adapters accounted) Synchronous transaction architecture, with no response or call back functionality No process orchestration within the process flow Can be an event driven flow. (ATOM and published) 	<ul style="list-style-type: none"> Number of entities up to eight (8) Number of output columns up to sixty (60) Selection criteria up to seven (7) at each level, with exclusion rules Complex custom extraction logic using Fast Formula or Balance Groups Moderate custom scheduling logic With bursting option BI Report template is required to format and present the extracted data in required format and layout Complex BI template with complex validations and conditional logic May involve extraction of balances Adapter based connectivity and service invocation (technology adapters accounted) Synchronous transaction architecture Minimal process orchestration accounted Can be an event driven flow (ATOM and published)

Extensibility Type	Parameters/ Effort Type	Very Easy	Easy	Moderate	Complex	Very Complex
Inbound Integration	<ul style="list-style-type: none"> • Number of employees to be loaded • Type of data load (setup or transaction) • Volume of data • Number of attributes in template 	<ul style="list-style-type: none"> • Number of employee specific data • Configuration data load only • Volume of data is less than one hundred (100) rows • Does not include Flexfield load • Number of attributes less than fifteen (15) 	<ul style="list-style-type: none"> • Number of employees less than one hundred (100) • Configuration or transaction data load • Volume of data is less than five hundred (500) rows • May include Flexfields • Number of attributes less than thirty (30) 	<ul style="list-style-type: none"> • Number of employees less than two hundred (200) • Configuration or transaction data load • Volume of data is less than one thousand (1000) rows • May include Flexfields • Number of attributes less than one hundred (100) 	<ul style="list-style-type: none"> • N/A 	<ul style="list-style-type: none"> • N/A

<p>PaaS Outbound Integration – OIC Outbound Integration</p>	<ul style="list-style-type: none"> • Transmit standard HCM payroll flow files (i.e., bank files) from one SFTP to a vendor's SFTP using OIC after calling HCM extract services and encrypting files • Volume of records • Transformation from HCM Cloud format to vendor's format for heavy database transformation • Data replication from HCM Cloud format to a third party system with multiple business objects • Used to generate complex reconciliation/ audit reports from HCM Cloud for multiple HCM extracts or payroll flows, and file transmission • Transmit files • Number of entities (e.g., department, employees, assignments) • Number of output columns • Data selection criteria and exclusion rules • Custom extraction/scheduling logic such as Fast Formula or balance groups 	<ul style="list-style-type: none"> • OIC triggers the HCM extract or BIP report • Third party delivery • Up to two (2) entities • Up to ten (10) output columns • No selection criteria • No custom extraction logic • No bursting options • No BI report template • Standard Functionality scheduling logic 	<ul style="list-style-type: none"> • OIC triggers the HCM extract or BIP report • OIC reads files from SFTP, renames file and file encryption provided by banks • Send files to a third party server and archive them • Up to four (4) entities • Up to twenty (20) output columns • Up to three (3) selection criteria at each level • No exclusion rules • Simple custom extraction logic using Fast Formula • No bursting options • BI report template • Simple BI template with very basic or no validations or conditional logic • Standard Functionality scheduling logic 	<ul style="list-style-type: none"> • OIC triggers the HCM extract or BIP report • Multiple BI report calls for transformation • Use database to transform a file into a different format in accordance with vendor requirements • Following transformation, FTP the file from vendor STP and then archive the file • Up to six (6) entities • Up to thirty (30) output columns • Up to three (3) selection criteria at each level • Exclusion rules • Moderate custom extraction logic using Fast Formula with simple custom scheduling logic • Two (2) unique definitions for bursting options • BI report template required to format and present the extracted data in the required format and layout • Moderate BI template with basic validations and conditional logic • May involve extraction of up to three (3) balances • May involve HDL load from HCM extract flow • Custom scheduling logic 	<ul style="list-style-type: none"> • Data replication/data synch integrations: OIC triggers the HCM extract and generates multiple files in UCM or FTP • OIC downloads files from UCM, and reads and loads the file into the database for data synchronization purposes used for PaaS Extensions • OIC sends final notifications for data replication summary reports • Database integration • Up to eight (8) entities • Up to forty (40) output columns • Up to five (5) selection criteria at each level with exclusion rules • Moderate custom extraction logic using Fast Formula or balance groups and moderate custom scheduling logic • Five (5) unique definitions for bursting options • BI report template required to format and present the extracted data in the required format and layout • Complex BI template with moderate validations and conditional logic • May involve extraction of up to five (5) balances • May involve HDL load from HCM extract flow • Custom scheduling logic 	<ul style="list-style-type: none"> • Complex condition • Data sent to multiple systems, audit, data storage, reconciliation • Source and target field level mapping • OIC triggers payroll flows, HCM extracts, multiple files generated into UCM or FTP • OIC will read the files and load them into the database • OIC generates reconciliation/ audit reports from data loaded and transfers them to a vendor • OIC sends final notification for data replication summary report
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ii. Conversions.

Extensibility Type	Parameters/ Effort Type	Very Easy	Easy	Moderate	Complex	Very Complex
Data Conversion	<ul style="list-style-type: none"> • Number of sub-entities • Data structure (hierarchy) • Number of data attributes per entity 	<ul style="list-style-type: none"> • No sub-entities • Only open transactions/active records • No header-child relationship between records • Up to ten (10) data attributes 	<ul style="list-style-type: none"> • Number of sub-entities: one (1) • Only open transactions/active records • No header-child relationship between data • Up to thirty (30) data attributes 	<ul style="list-style-type: none"> • Number of sub-entities: two (2) to four (4) • Only open transactions/active records • Header-child relationship between data exists • More than thirty (30) data attributes 	<ul style="list-style-type: none"> • Number of sub-entities: five (5) to nine (9) • Only open transactions/active records • Header-child relationship between data exists 	<ul style="list-style-type: none"> • Number of sub-entities: more than ten (10) • Only open transactions/active records • Header-child relationship between data exists

iii. Reports.

Extensibility Type	Parameters/ Effort Type	Very Easy	Easy	Moderate	Complex	Very Complex
BIP Reports (New Custom Report)	<ul style="list-style-type: none"> Report layout Number of parameters (prompts)/LOVs (List of Values) Number of tables involved Drill-down features Multiple level of grouping and sorting Language translation (multi-lingual reporting) Graphical representation Conditional formatting 	<ul style="list-style-type: none"> Simple list report with no totals or calculations No parameters or LOVs Up to two (2) tables No drill-down features No grouping of data required No language translation No conditional formatting and graphs 	<ul style="list-style-type: none"> Simple list/tabular report with totals Up to three (3) parameters or LOVs Up to five (5) tables No drill-down feature No grouping of data No language translation No conditional formatting and graphs 	<ul style="list-style-type: none"> Detailed list/tabular report Up to five (5) parameters or LOVs Requires up to eight (8) tables Up to six (6) simple calculation logics and three totals No drill-down features No sorting or grouping of data required Translation up to four (4) languages 	<ul style="list-style-type: none"> Cross Tab (Pivot table) reports with hierarchies and multiple conditions Requires up to seven (7) parameters and/or eight (8) LOVs Requires up to ten (10) tables Requires up to six (6) moderate calculation logics and up to four (4) totals Report query having many joins, item classes, drilling, summaries and parameters from multiple standard business areas Multiple levels of grouping and sorting of data Translation up to six (6) languages 	<ul style="list-style-type: none"> Cross Tab (Pivot table) Reports with hierarchies and multiple conditions Requires up to ten (10) parameters and/or ten (10) LOVs Requires more than ten (10) tables Requires up to six (6) moderate calculation logics and up to four (4) totals Report query having many joins, item classes, drilling, summaries and parameters from multiple standard business areas Multiple levels of grouping and sorting of data Translation up to six (6) languages Involves Payroll functionality

Extensibility Type	Parameters/ Effort Type	Very Easy	Easy	Moderate	Complex	Very Complex
BIP Reports (Modified Standard Report)	<ul style="list-style-type: none"> Data extraction logic Report layout Number of parameters (prompts) Number of LOV (List of Values) Calculation logic Drill-down features Multiple level of grouping and sorting 	<ul style="list-style-type: none"> Layout changes - label/logo header/footer changes Column deletions, column format changes 	<ul style="list-style-type: none"> Layout changes - label/logo/header/footer changes Column changes - additions [Delete this row if Reports will not be provided] Configuration (Production)* (from existing table in query; no new joins), deletions, column format changes Addition of two (2) parameters (prompts) Simple calculation logics and up to two (2) calculations 	<ul style="list-style-type: none"> Simple changes to data extraction logic Layout changes from simple to tabular format Dynamic sorting of results Moderate calculation logics and up to three (3) calculations Addition of five (5) parameters (prompts) Additional LOVs registration up to two (2) numbers 	<ul style="list-style-type: none"> Extensive changes to data extraction logic Layout changes from simple to Cross-Tab format Dynamic layout (based on parameters) and dynamic sorting of results Complex calculation logics and up to five (5) calculations Reports with multiple layouts Additional LOVs registration up to five (5) numbers Addition of five (5) parameters (prompts) 	<ul style="list-style-type: none"> N/A

Extensibility Type	Parameters/ Effort Type	Very Easy	Easy	Moderate	Complex	Very Complex
OTBI Reports (New Custom Reports)	<ul style="list-style-type: none"> Report layout Filter conditions Drill-down features Calculation logic Multiple levels of grouping and sorting Specific view requirements Dashboard functionality 	<ul style="list-style-type: none"> Simple list report layout No filter conditions Drill-down features No calculation logic No multiple levels of grouping and sorting No specific view requirements No dashboard 	<ul style="list-style-type: none"> Simple list OR Cross tab (Pivot table) report layout Up to five (5) filter conditions (prompts) No Drill-down features No calculation logic No multiple level of grouping and sorting No specific view requirements No dashboard 	<ul style="list-style-type: none"> Cross tab (Pivot table) or tabular format Reports Up to five (5) filter conditions (prompts) Reports allowing up to one level of drill-down One (1) simple calculation; up to one (1) total No multiple level of grouping and sorting No specific view requirements Simple dashboard 	<ul style="list-style-type: none"> Cross Tab (Pivot table) Reports with hierarchies and multiple conditions Up to ten (10) filter conditions (prompts) Reports allowing up to three (3) levels of drill- down Up to three (3) calculations and up to five (5) totals Multiple levels of grouping and sorting of data Report show data specific to login user and max to one level of directs Moderate dashboard 	<ul style="list-style-type: none"> Cross Tab (Pivot table) Reports with hierarchies and multiple conditions Up to ten (10) filter conditions (prompts) Reports allowing up to three (3) levels of drill- down Up to three (3) calculations and up to five (5) totals Multiple levels of grouping and sorting of data Report show data specific to login user and max to one level of directs Complex dashboard functionality with multiple attributes
OTBI Reports (Modified Standard Report)	<ul style="list-style-type: none"> Report layout additions/ changes Filter condition additions/ changes Drill-down feature additions/ changes Calculation logic additions/ changes Multiple level of grouping and sorting Specific view requirements 	<ul style="list-style-type: none"> Layout changes - label/logo/ header/footer changes Column additions, deletions, column format changes 	<ul style="list-style-type: none"> Layout changes - label/logo/ header/footer changes Layout change from simple to tabular format Addition of up to two (2) filter conditions (prompts) Addition of simple calculation logics up to two (2) calculations 	<ul style="list-style-type: none"> Layout changes - label/logo/ header/footer changes Layout change from simple to tabular format Addition of up to five (5) filter conditions (prompts) Addition of simple calculation logics up to four (4) calculations 	<ul style="list-style-type: none"> Layout changes - from simple to Cross Tab format Addition of up to five (5) filter conditions (prompts) Report changes to allow up to one (1) level of drill-down Changes to show data specific to user logged in Multiple levels of grouping and sorting of data Addition of simple calculation logics up to four (4) calculations 	<ul style="list-style-type: none"> N/A

iv. Other.

Extensibility Type	Parameters/ Effort Type	Very Easy	Easy	Moderate	Complex	Very Complex
Flexfields	<ul style="list-style-type: none"> Number of segments Number of validations 	<ul style="list-style-type: none"> Up to three (3) segments No segment values validation 	<ul style="list-style-type: none"> Up to five (5) segments Only seeded validations 	<ul style="list-style-type: none"> Up to seven (7) segments Up to three (3) custom validations 	<ul style="list-style-type: none"> More than seven (7) segments Up to seven (7) custom validations 	<ul style="list-style-type: none"> N/A
Fast Formulas (New)	<ul style="list-style-type: none"> Fast Formula requires custom setups Complexity of calculation logic Number of LDGs under scope Retrofit/Reuse % of the new code 	<ul style="list-style-type: none"> Fast Formula does not require additional custom setups Complexity of the calculation logic: Very Easy Number of LDGs in scope: one (1) 	<ul style="list-style-type: none"> Fast Formula requires few additional custom setups Complexity of calculation logic: Easy Number of LDGs in scope: one (1) 	<ul style="list-style-type: none"> Fast Formula requires additional custom setups Complexity of the calculation logic: Moderate Number of LDGs in scope: one (1) 	<ul style="list-style-type: none"> Fast Formula requires additional custom setups Complexity of the calculation logic: Complex Number of LDGs in scope: one (1) 	<ul style="list-style-type: none"> N/A
Fast Formulas (Modified)	<ul style="list-style-type: none"> Fast Formula requires additional custom setups Complexity of change to the calculation logic Number of LDGs added to scope Retrofit/Reuse % of the changed code 	<ul style="list-style-type: none"> Fast Formula does not require few additional custom setups Complexity of change to the calculation logic: Very Easy Number of LDGs added to scope: one (1) 	<ul style="list-style-type: none"> Fast Formula requires few additional custom setups Complexity of change to the calculation logic: Easy Number of LDGs added to scope: one (1) 	<ul style="list-style-type: none"> Fast Formula does not require additional custom setups Complexity of change to the calculation logic: Moderate Number of LDGs added to scope: one (1) 	<ul style="list-style-type: none"> Fast Formula requires additional custom setups Complexity of change to the calculation logic: Complex Number of LDGs added to scope: one (1) 	<ul style="list-style-type: none"> N/A
User-Defined Tables	<ul style="list-style-type: none"> Number of columns Number of rows 	<ul style="list-style-type: none"> Number of columns less than or equal to three (3) Number of rows for each column less than or equal to twenty (20) 	<ul style="list-style-type: none"> Number of columns less than or equal to five (5) Number of rows for each column less than or equal to fifty (50) 	<ul style="list-style-type: none"> Number of columns less than or equal to ten (10) Number of rows for each column less than or equal to one hundred (100) 	<ul style="list-style-type: none"> Number of columns less than or equal to fifteen (15) Number of rows for each column less than or equal to two hundred (200) 	<ul style="list-style-type: none"> N/A

Extensibility Type	Parameters/ Effort Type	Very Easy	Easy	Moderate	Complex	Very Complex
Workflow	<ul style="list-style-type: none"> • Customize existing Approval rules <ul style="list-style-type: none"> - Delete rules - change rules (modify conditions and approvers) • Add New rules (conditions and approvers) within existing seeded ruleset 	<ul style="list-style-type: none"> • Change/Add rules by adding/removing/ changing conditions and approvers - up to two (2) rules 	<ul style="list-style-type: none"> • Change/Add rules by adding/removing/ changing conditions and approvers - up to three (3) rules 	<ul style="list-style-type: none"> • Change/Add rules by adding/removing/ changing conditions and approvers - up to four (4) rules 	<ul style="list-style-type: none"> • Change/Add rules by adding/removing/ changing conditions and approvers - up to six (6) rules 	<ul style="list-style-type: none"> • N/A

Page Personalization

<ul style="list-style-type: none"> • Change number of rows displayed in a table • Change product branding (image) • Change region header icon • Hide or show regions and items • Change layout order of regions and items within the boundaries of the parent region • Include or exclude descriptive Flexfield segments • Filter (restrict querying of) tabular data • Change item labels and region headers • Change required state of non-mandatory items • Update allowed state for updateable items • Enable totals for table columns, when applicable • Alter the item cascading style sheet (CSS) - to personalize the look and feel of an item • Set a default value for an item • Define tips (in line instructions 	<ul style="list-style-type: none"> • Change of Labels • Hide/Unhide of Fields • Any other minor changes 	<ul style="list-style-type: none"> • Change number of rows displayed in a table • Hide or show regions and items • Include or exclude descriptive Flexfield segments 	<ul style="list-style-type: none"> • Change product branding (image) • Change layout order of regions and items within the boundaries of the parent region • Change item labels and region headers • Change required state of non-mandatory items • Update allowed state for updateable items • Enable totals for table columns, when applicable • Set a default value for an item • Define tips (in line instructions and usage help) for associated items • Add new items to an existing region, typically, as part of an extensibility project, where new items are Limited to specific styles • System personalizations – branding, images, messages 	<ul style="list-style-type: none"> • Change region header icon • Filter (restrict querying of) tabular data • Alter the item cascading style sheet (CSS) - to personalize the look and feel of an item • System personalizations - style sheets, delivered Flexfields, customizing look and feel 	<ul style="list-style-type: none"> • N/A
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Extensibility Type	Parameters/ Effort Type	Very Easy	Easy	Moderate	Complex	Very Complex
	<ul style="list-style-type: none"> and usage help) for associated items Add new items to an existing region, typically, as part of an extensibility project, where new items are Limited to specific styles System personalizations – branding, style sheets, images, messages, delivered Flexfields, customizing look and feel 					
Elements	<ul style="list-style-type: none"> Type of elements - Recurring, Non-Recurring & Information Eligibility criteria Costing Information Status processing rules Balances & balance Feeds Database Items 	<ul style="list-style-type: none"> Non-recurring elements or information element Open/No eligibility criteria No costing information Up to three (3) Input values No balance feeds 	<ul style="list-style-type: none"> Recurring/ Information/ non-recurring element Multiple eligibility criteria - only seeded data No costing Up to five (5) Input values No balance feeds 	<ul style="list-style-type: none"> Recurring/ Information/ Non-recurring element Multiple eligibility criteria No costing Up to five (5) Input values Classification based balance feed 	<ul style="list-style-type: none"> Recurring/ Information/ Non-recurring element Multiple eligibility criteria Costing information up to seven (7) Input values Custom balance feeds 	<ul style="list-style-type: none"> N/A
Custom Security profile	<ul style="list-style-type: none"> SQL code complexity 	<ul style="list-style-type: none"> No custom SQL Require 	<ul style="list-style-type: none"> Custom SQL code complexity: Easy 	<ul style="list-style-type: none"> Custom SQL code complexity: Moderate 	<ul style="list-style-type: none"> Custom SQL code complexity: Complex 	<ul style="list-style-type: none"> N/A
Custom Data Roles	<ul style="list-style-type: none"> Complexities would involve creation custom job roles, duty roles, privileges and permissions 	<ul style="list-style-type: none"> Additional/Removal of five (5) privileges per role 	<ul style="list-style-type: none"> Additional/Removal of ten (10) privileges per role 	<ul style="list-style-type: none"> Additional/Removal of fifteen (15) privileges per role 	<ul style="list-style-type: none"> Additional/Removal of twenty (20) privileges per role 	<ul style="list-style-type: none"> N/A
Dynamic Columns	<ul style="list-style-type: none"> Calculation logic 	<ul style="list-style-type: none"> Calculation logic: Very Easy 	<ul style="list-style-type: none"> Calculation logic: Easy 	<ul style="list-style-type: none"> Calculation logic: Moderate 	<ul style="list-style-type: none"> Calculation logic: Complex 	<ul style="list-style-type: none"> N/A

Extensibility Type	Parameters/ Effort Type	Very Easy	Easy	Moderate	Complex	Very Complex
Business Rules	<ul style="list-style-type: none"> Steps 	<ul style="list-style-type: none"> N/A 	<ul style="list-style-type: none"> Two (2) – four (4) steps to complete 	<ul style="list-style-type: none"> Five (5)-eight (8) steps to complete 	<ul style="list-style-type: none"> Nine (9)-16 steps to complete 	<ul style="list-style-type: none"> N/A
Web Data Entry Forms (WDEFs)	<ul style="list-style-type: none"> Business rules Dimensions Run time prompts 	<ul style="list-style-type: none"> N/A 	<ul style="list-style-type: none"> Simple list layout No business rules attached to the form No dashboards Up to two (2) dimensions in rows 	<ul style="list-style-type: none"> Business rule attached to the form No run on save attached to the business rule on the form Up to two (2) dimensions in rows of form Includes run time prompts 	<ul style="list-style-type: none"> Business rule attached to form Business rules set to run on save Dashboard created from web form Multiple dimensions allowed in rows (up to three (3)) Includes run time prompts 	<ul style="list-style-type: none"> N/A
Test Cases	<ul style="list-style-type: none"> Pre-requisites Number of steps Number of interfaces Number of verification points Need for dataset creation 	<ul style="list-style-type: none"> N/A 	<ul style="list-style-type: none"> No pre-requisites Three (3) transactions No interfaces Two (2) to three (3) verification points Creation of baseline data for testing is not required Less than twenty-five (25) clicks per test case 	<ul style="list-style-type: none"> Previous test cases must be run Three (3) to six (6) transactions One (1) to two (2) interfaces Three (3) to six (6) verifications Creation of baseline data for testing is required Twenty-six to fifty (50) clicks per test case 	<ul style="list-style-type: none"> Previous test cases to must be run Six (6) to eight (8) transactions Two (2) to four (4) interfaces Six (6) to eight (8) verification points Creation of baseline data for testing is required Fifty-one (51) to one hundred (100) clicks per test case 	<ul style="list-style-type: none"> Previous test cases must be run More than eight (8) transactions Four (4) to six (6) interfaces More than eight (8) verification points Creation of baseline data for testing is required Greater than one hundred (100) clicks per test case

Absence Management Assumptions



Statement of Work

This Statement of Work ("SOW") is entered into by Enterprise Solutions Consulting, LLC (the "Customer" or the "Client") and Fishbowl Solutions, Inc. Fishbowl Solutions and Enterprise Solutions Consulting, LLC agree that this SOW constitutes the complete agreement regarding the Services described herein. Fishbowl Solutions Inc. will not begin performance of this Statement of Work until a binding order has been received from Enterprise Solutions Consulting, LLC, and the cover page of this SOW is signed.

Scope

The goal of this project is to configure two 12c WEC and two OCE environments (non-production, production) as described within this Statement of Work. Fishbowl will work with Enterprise Solutions Consulting, LLC (and others they determine are needed for this project) to define and prioritize some or all of these objectives. Fully defined activities will be mapped to project budget and timeline during the analyze and design phase of the project.

Fishbowl Solutions recommends the following services as part of this engagement:

Assessment

- Define and prioritize project requirements and plan the project
- Requirements document
- Review and Confirm Design Session(s) Technical Design Document

Installation of WebCenter Enterprise Capture (WEC) server

- Enterprise Capture will be installed and running off Oracle's latest available version.

Configuration of WebCenter Enterprise Capture (WEC) server

- Three WEC workspaces
- Two document types per workspace
- Fifteen metadata fields per workspace
- One Database lookup per workspace
- Two choice list metadata fields per workspace with a maximum of twenty options
- One PDF/TIFF conversion job per workspace
- Two commit profiles per workspace
 - Documents can be committed and organized up to an additional two categories below the root folder, dictated by metadata values.

Configuration of Oracle Content Experience Cloud (OCE)

- WEC will be committing to the "Documents" storage section of OCE
- Eight native Capture properties will be mapped to custom properties in OCE
- Two custom properties profiles per workspace to match WEC configurations
- Fifteen custom properties per profile to match WEC configurations
- All documents being committed from WEC to OCE will be organized into a folder structure not to exceed a depth of three:
 - Root Folder > Level Two > Level Three

LaserVault Content Migration Importing Strategy for the Exported LaserVault Data

- Develop a strategy and import a small subset of data exported from LaserVault into OCE

Oracle Content Experience Cloud Integration with SaaS

- Leveraging Embedded UIs, create integrations or views to Oracle Content and Experience Cloud from Oracle SaaS applications (ERP, CX, CD, CCS)



Training & Education

- Up to (32) hours for knowledge transfer and training sessions on the solution that has been configured.

Additional Scope

- Additional tasks may be included in the scope of this project as mutually agreed between City of Dothan and Fishbowl Solutions assuming there is adequate labor budget to perform the work.

Out of Scope

Fishbowl Solutions will *not* provide the following services through execution of this SOW as they have been deemed out of scope:

- Maintenance, upgrades, or enhancement activities to existing City of Dothan environments.
- Provisioning or upgrading OCE or other Oracle services/platforms.
- Provisioning or preparing host VMs in OCI.
- Provisioning database(s) for use by WebCenter.
- Provisioning users/groups within IDCS or other access management service.
- Exporting content from LaserVault.
- Performing network access configurations/maintenance on Oracle VMs/databases.
- Core software and hardware procurement.
- Integrations with any 3rd party software.
- Creation of OCE Sites, or Sites custom components.
- Configuration of custom analytics/reporting features not provided out-of-the-box from Oracle Content Experience.
- Any additional training sessions/documentation not listed in the in-scope Knowledge Transfer phase.

DELIVERY APPROACH

Fishbowl Solutions follows a standard approach, the Fishbowl Delivery Framework, for delivering projects, noted below in the phases, activities, and deliverables. The work effort estimates and proposed timeline for this project follow the Fishbowl Delivery Framework.

PLAN

Approach

Planning involves the up-front, project-level planning activities required to define the delivery approach and confirm the project scope.

As part of the Planning phase, the Project Manager, Technical Lead, and members of the project team (where required) complete the following activities and deliverables.

Activities:

- Planning sessions between Enterprise Solutions Consulting, LLC PM, Fishbowl PM, and project stakeholders, including an External Project Kick off
- Building a Microsoft Project plan which includes tasks / activities assigned to the full project team
- Documented meeting cadence for the project team for the duration of the project

Deliverables:

- External Kick Off Deck
- Project Plan



ANALYZE

The goal of the Analysis phase is to determine what the specific business problems are and documenting clear business requirements and functional designs which are used as input into the technical design of the solution.

As part of the Analysis phase, the Project Manager, Technical Lead, and members of the project team (where required) complete the following activities and deliverables:

Activities:

- Outline, review, and document customer requirements
- Complete analysis and functional design sessions
- Gather information for the Functional Design Document
- Hold Review & Signoff Meetings

Deliverables:

- Requirement's document – *assumption is the Requirements document will be co-authored between City of Dothan and Fishbowl Solutions*

DESIGN

Approach

The goal of the Design phase is to turn business requirements into detailed technical design documentation.

Activities:

- Facilitate technical design sessions
- Document Technical Design and Specifications
- Hold Review & Signoff Meetings

Deliverables:

- Technical Design Document

BUILD

Approach

The solution will be configured and built to the specifications provided during the Design phase.

Activities:

- Complete code development and configuration
- Complete code and configuration review
- Complete Unit testing

Deliverables:

- Completed code



TEST & KNOWLEDGE TRANSFER

Approach

Testing confirms that the technology solution has been built to support the documented business requirements, functional designs, and technical designs. Multiple rounds of testing may occur during this phase, including System / Integration Testing, Regression Testing, Performance Testing, and User Acceptance Testing (UAT).

Activities:

- Log defects with appropriate levels of detail to allow for development team to re-create
- Resolve defects
- Perform Build validation / Smoke testing, and Regression testing
- Support additional phases of testing, primarily Performance and UAT
- Knowledge transfer on how the solution works

Deliverables:

- Test Results
- Knowledge Transfer documentation

DEPLOY

Approach

The Deploy phase is when the technology solution is deployed to the Production environment. Fishbowl Solutions plays a support role during this phase; it is assumed the migration of the solution to the Production environment will be completed by Enterprise Solutions Consulting, LLC resources.

Activities:

- Create a Deployment Plan
- Provide instructions on how to deploy updates / customizations
- Provide support in the form of knowledge transfer and Q & A regarding deployments from lower environments to Production

Deliverables:

- Deployment Plan – assumed to be a joint deliverable completed by the Enterprise Solutions Consulting, LLC and Fishbowl teams

POST GO LIVE SUPPORT

Approach

Fishbowl will provide a fixed number of hours to support the solution post Go Live to resolve any issues or defects identified during the specified period for the solution that was deployed into Production. Fishbowl will also use this phase to perform final project close out activities after the warranty period is completed.

Note: The work effort during the Warranty period is not intended to be used for building new code or enhancements for out of scope functionality, nor is it intended to resolve defects that may have remained open prior to Go Live.

Activities:

- Resolve issues or defects identified during the warranty period



- Project close out activities

PROJECT MANAGEMENT

Project Management time has been factored into the estimates and will be billed as hours are incurred.

Fishbowl shall provide project management for the Fishbowl responsibilities in this SOW. The purpose of Fishbowl project management is to provide direction and control of Fishbowl project personnel and to provide a framework for project planning, communications, reporting, and procedural / contractual activity. This includes the following activities:

Basic Project Management Tasks

- Establish project schedule / plan, including start and end dates, and dependencies
- Assign Fishbowl resources and manage the schedule of Fishbowl resources
- Develop and assign Jobs, Tasks, and Activities to project resources

Project Related Project Management Tasks

- Track progress against tasks associated with a work stream and maintain team accountability for milestone completion
- Track critical path issues and items and ensure that the team is getting and receiving information, along with articulating ramifications of a slip to all Stakeholders; identify ways to mitigate schedule risk
- Facilitate status meetings to visibly track project tasks and issues
- Manage the Governance Process and project scope and change control
- Ensure all documented deliverables in this SOW are delivered and approved by the client

COMPLETION CRITERIA

An electronic sign-off document will be used to indicate formal acceptance of deliverables. Any needed sign-off or written notice of issues that need to be addressed will occur within 10 business days following the distribution of these deliverables to the responsible contact. If, within 10 business days after delivery to the responsible contact, no written notice is provided by the responsible contact identifying basis for not approving the deliverables, Fishbowl Solutions shall escalate the issue(s) to the "Project Executive" or other appropriate executive at Enterprise Solutions Consulting, LLC, in writing (including all relevant issues) to resolve the issue(s) and document the resolution(s). All deliverables will be deemed accepted by Enterprise Solutions Consulting, LLC if, within 10 business days after this escalation, no written notice is provided to Fishbowl Solutions identifying a basis for not approving or approving the deliverables.

Fishbowl Solutions shall have fulfilled its obligations under this SOW when Fishbowl Solutions accomplishes the activities and delivers the items described in the sections entitled Activities and Deliverables. To provide formal closure to the project, the customer project manager, or representative, will sign a Customer Acceptance Form as a record of the successful completion of the project to its defined scope (See Appendix A).

Fishbowl Solutions is committed to the successful completion of the defined work and will make a good faith effort in doing so. Any changes to this Statement of Work must be agreed upon by Fishbowl Solutions and Enterprise Solutions Consulting, LLC in writing (See Appendix B).



PREREQUISITES

The work described in this SOW needs to have the following prerequisites satisfied prior to starting the work.

- Enterprise Solutions Consulting, LLC will have the latest version of Oracle Cloud Infrastructure.
- Enterprise Solutions Consulting, LLC will have **two** Windows VMs provisioned in OCI, and available via RDP connection (non-production, production).
- Enterprise Solutions Consulting, LLC will have **two** databases provisioned which are compatible with Oracle WebCenter Enterprise Capture 12c (OFM 12.2.1.4 as designated by official [Oracle Certification Matrix](#)) and accessible via the Windows VMs provisioned on OCI (non-production, production).
- Enterprise Solutions Consulting, LLC will have **two** instances of Oracle Content Experience on the latest versions provisioned (non-production, production).
- Enterprise Solutions Consulting, LLC will provide administrative login/access to each of the VMs, and OCE environments.
- City of Dothan will provide administrative access to the existing LaserVault environment intended for migration.
- Enterprise Solutions Consulting, LLC will have current licenses installed (or easy access to any licenses) for all software to be used during the implementation of the scope in this SOW.

ASSUMPTIONS

This SOW and Fishbowl estimates to perform the work are based on the assumptions below:

- The implementation will follow a document capture-release model. WebCenter Capture will release to the "Documents" storage of OCE, not Assets nor Business Assets.
- A budget of \$6,000 has been allocated for travel expenses. Should any or all of this budget go unused, the remainder will be rolled into the labor budget.
- Enterprise Solutions Consulting, LLC is responsible for any security testing or assessment of the system configuration in addition to user acceptance testing.
- Enterprise Solutions Consulting, LLC will be using the latest version of Oracle Content Experience.
- Any observations and recommendations made by Fishbowl Solutions regarding 3rd party products (non-Oracle) will be made to the best of our knowledge and experience as it relates to their interaction with Oracle products, and are therefore not intended to substitute for the product manufacturer guidelines, documentation, and support.
- If lack of access to Enterprise Solutions Consulting, LLC staff or if Enterprise Solutions Consulting, LLC delays or reschedules the Services requested as part of this Statement of Work, the project will be extended by the timeframe equivalent to the schedule delay and additional costs may be incurred.
- Enterprise Solutions Consulting, LLC shall reimburse Fishbowl Solutions for its reasonable and actual out-of-pocket costs and expenses incurred in connection with the performance of the Services, including, without limitation actual travel expenses incurred by Fishbowl Solutions employees in accordance with Fishbowl Solutions' corporate travel policy.
- Cost, purchase, and delivery of hardware and software are not part of this SOW; however, the successful delivery of services is dependent on the availability of the hardware and software. Any delay in obtaining hardware and/or software will impair Fishbowl's ability to carry out the terms of this SOW in a timely manner.
- Enterprise Solutions Consulting, LLC is responsible for ensuring that all software versions and required third-party applications are compatible with the software being deployed. Fishbowl is available to help confirm.
- Enterprise Solutions Consulting, LLC will be responsible for providing Fishbowl personnel with administrative access to the servers involved in this project. This includes any remote access, login credentials, or passwords that might be required.
- If assumptions prove to be incorrect, project may be delayed, and additional costs incurred.



Warranty

Fishbowl Solutions warrants for a period of thirty (30) days following their delivery to Customer (the "Warranty Period") that the deliverables included in this proposal will be free from errors. During this 30-day period, Fishbowl Solutions will make their best effort to repair the errors, provided notice of the error is received by Fishbowl Solutions within the Warranty Period and Customer supplies additional information regarding the error as Fishbowl Solutions may reasonably request. After the warranty period, maintenance and support for modifications or custom software may be obtained from Fishbowl Solutions on a time and materials basis. Client understands that the Customized Code may have to be modified or upgraded if the underlying Oracle WebCenter product is modified or upgraded.

Ownership

The term "Work" means any materials, including, without limitation, any computer programs, whether in the source code or object code version, together with any algorithm, flowchart, schematic, diagram, specification, annotation or other documentation connected therewith, and/or any work of authorship, invention, innovation, idea, concept, design, process, analysis, technique, or know-how, created or developed by Fishbowl Solutions, either individually or jointly, in connection with the performance of Services pursuant to this Agreement.

The term "Other Intellectual Property" means any computer software code or programs, whether in source code or object code version, together with any algorithm, flowchart, schematic, diagram, specification, annotation or other documentation connected therewith, and/or any routines, libraries, tools, methodologies, work of authorship, invention, innovation, idea, concept, design, process, analysis, technique, or know-how, acquired or developed by Fishbowl Solutions prior to or independently of its performance of Services pursuant to this Agreement. The entire right, title and interest in and to the Work and the Other Intellectual Property, including without limitation, all copyrights, patent rights, trade secrets and all other worldwide intellectual property rights therein, shall be and remain in Fishbowl Solutions.

Change Orders

The scope of work specified in this work order, may be modified or extended by mutual agreement between Fishbowl Solutions and Client. All modifications or extensions to this Statement of Work shall be in writing; no verbal changes to the scope of work shall be permitted. Fishbowl Solutions will receive compensation at a mutually agreeable rate for any effort expended toward accomplishing mutually agreed upon project modifications or extensions.

Non-Solicitation

Client will not solicit for business or offer employment to Fishbowl Solutions sub-contractors or employees performing services under this Agreement. Client agrees to pay Fishbowl 25% of the sub-contractor's or employee's first year annual base salary in the event that Client either directly or indirectly hires any such organization or individual performing Services during the term of this Agreement and for a period of twelve months thereafter. Client acknowledges that this amount represents fair and reasonable compensation to Fishbowl Solutions for the loss of business of such individual.

Limitations on Liability

In no event will either party be liable to the other for any indirect, incidental, consequential, special or punitive damages arising out of or related to the transactions contemplated by this agreement, whether the claim is based in tort (including negligence or strict liability), or in contract, at law or in equity, including without limitation, loss of profit, income or savings, even if advised of the possibility thereof. Notwithstanding the foregoing, there are no limitations on liability for indemnities, personal injury, or property damages. In all other respects, the parties intend and agree to limit their respective liability to direct damages only, to the maximum extent allowed by law.



Complete Agreement

This Agreement contains the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties, or other matters, oral or written, purportedly agreed to or represented by or on behalf of Fishbowl Solutions by any of its employees, agents, or subcontractors, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof. Client acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein.

Applicable Law and Venue

This Agreement shall be construed in accordance with the laws of the state of Minnesota and venued in a court situated in the state of Minnesota.

Termination

If Client does not make payment or otherwise does not fulfill its obligations under this Agreement, Fishbowl Solutions will provide a 30-day written notice before terminating the contract. Client's obligation to pay all charges which have accrued will survive any termination of this Agreement.

Contract terminates once 156 hours are billed or terminated with 30-day written notice.

Confidentiality

Except as required in the course of performing services for Client, Fishbowl Solutions will not use or disclose to any third party any confidential or proprietary information of Client. Client will likewise not use or disclose to any third party any confidential or proprietary information of Fishbowl Solutions without express written authorization of Fishbowl Solutions. Confidential and proprietary information includes data, records, reports, specifications, business strategies, trade secrets, financial information, marketing information, information about products and pricing, computer programs including source code and object code versions, as well as any information or materials that are clearly marked "Confidential."