

Title Page



Proposal for ERP Solution and Related Implementation Services for the City of Garden Grove, CA RFP No. S-1225

**Submitted by CherryRoad Technologies on
August 16, 2017**

Cover Letter & Statement of Qualifications

August 16, 2017

Ms. Sandra Segawa, Purchasing Agent
City of Garden Grove
11222 Acacia Parkway, Room 220
Garden Grove, CA 92840

Re: RFP No. S-1225 ERP Solution & Related Implementation Services

Dear Ms. Segawa:

CherryRoad is pleased to submit our response to the City of Garden Grove's RFP for an ERP Solution & Related Implementation Services. We are excited for the potential opportunity to partner with the City to assist with this implementation project while providing business improvements made available through the most recent release of Oracle's Cloud application. It is our intention to deliver the quality of services that our clients have come to expect from CherryRoad and to ensure the success of your project.

As a leading provider of Oracle application services targeted exclusively at mid-sized public sector organizations, we are well aware of the significance of this project. We have done this before for many other similar city governments facing comparable challenges.

We offer the City specialized public sector implementation expertise and the knowledge of our staff, who have previously and successfully implemented major ERP systems within like organizations including the City of Aspen, CO; the City of Roseville, CA; and many others.

In addition, CherryRoad also has prior experience in California public sector through our successful implementations of similar Oracle solutions for the San Diego County Office of Education, CA; City and County of San Francisco, CA; the City of San Jose, CA; Contra Costa County, CA; Napa County, CA; and Solano County, CA just to name a few.

Cover Letter Requirements

Requirement	CherryRoad Answer
Indicate the intention of the Vendor to adhere to the provisions described in the RFP without modification.	Acknowledged and Confirmed, CherryRoad has included certain contract exceptions for the City's review.
Provide acknowledgement that the RFP and the proposal submitted, including responses to the Requirements worksheets, will be included as part of the contract terms, and identify exceptions or "deal breakers."	Acknowledged and Confirmed
Acknowledge the proposal is considered firm for one hundred and eighty (180) days after the due date for receipt of proposals or receipt of the last best and final offer submitted.	Acknowledged and Confirmed
Acknowledge completion of the Cost Worksheets.	Acknowledged and Confirmed



City of Garden Grove
Sandra Segawa, Purchasing Agent
Re: RFP No. S-1225 ERP Solution & Related Implementation Services
August 16, 2017
Page 2 of 2

CherryRoad Contact Information	
Contact Authorized to Negotiate a Contract	Contact for General Proposal Information
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We trust that during your review of our response, you will consider CherryRoad's credentials, people, and legacy of exceeding our clients' expectations. We look forward to speaking with you during the next steps of your evaluation and stand ready to answer any questions you may have.

If you should wish to discuss any aspect of our proposal, please do not hesitate to contact **Robert Cockrum**, Client Manager, at 916-715-6504 or rcockrum@cherryroad.com. CherryRoad values the opportunity to partner with the City to ensure the success of this project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeremy Gulban", is written over a light blue rectangular background.

Jeremy Gulban
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Table of Contents

Title Page.....	1
Cover Letter & Statement of Qualifications	2
Table of Contents	4
Executive Summary.....	5
CherryRoad – Achieving the City’s Objectives.....	5
Solution.....	9
1.0 Company/Staffing, Background, Organization, and Experience	13
CherryRoad Background.....	13
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[REDACTED]	
4.0 Implementation Plan.....	46
Implementation Methodology	46
[REDACTED]	
[REDACTED]	
b. Cost Worksheet – Appendix B.....	84
c. Proposal Letter/Certificate of Acceptance – Appendix C.....	89
d. Bidder/Contractor Statement Regarding Insurance – Appendix D	90
e. Company Profile – Appendix E.....	91
f. Resumes of Key Personnel – Appendix F	96
g. Client References – Appendix G	119
h. Completed W-9 Form – Appendix H.....	127
i. Key Outside Consultants – Appendix I.....	128
j. Vendor’s Standard Software License Agreement – Appendix J	129
k. Vendor’s Standard Support/Maintenance Agreement – Appendix K	143
l. Vendor’s Professional Services Agreement – Appendix L	144
Attachment A: Exceptions to the RFP.....	158
General Exceptions.....	158
Specific Exceptions.....	158
Attachment B: Acknowledgement Receipt of Addenda.....	162
Attachment C: Additional Oracle Information.....	163
Data Sheets	163
Attachment D: CherryRoad Ongoing Support.....	164
CherryRoad On-Going Support – Year 1.....	164

Executive Summary

Provide a brief summarized overview of the proposal which will provide the City's Evaluation Committee with the key elements (i.e.: the Vendor's capabilities, cost, company information, composition of the proposed team, the ability to meet the needs of the City, the timeline, etc.) of the proposal and a brief explanation of how the work called for in this RFP will be implemented.

CherryRoad Technologies Inc. ("CherryRoad"), in partnership with Oracle Corporation ("Oracle"), is pleased to present this proposal to the City of Garden Grove, CA ("the City").

CherryRoad is the **industry leader** in public sector Oracle Cloud implementations. We have partnered with organizations like the **City of Aspen, CO and the City of Roseville, CA** to implement the Oracle Cloud solution. In addition to those similar organizations, we are currently implementing Oracle Cloud for organizations including Washington County, MD; St. Croix, WI; Shelby County Schools, TN; and many others. We will bring to the City the team members, knowledge, experience, and lessons learned from our other clients. Our experience brings with it the best practices for implementing enterprise software for small to mid-sized government organizations.

We believe our solution is a true "value-add" to the City because of the following factors:

- Oracle Cloud represents a true SaaS solution and a solid government ERP application.
- CherryRoad has developed and implemented a host of Cloud-specific best practices for the public sector.
- CherryRoad's **proprietary long-term support solution**:
 - CherryRoad has included long-term support services to cover additional months of continued support beyond the one-month provided in this proposal. Included in our long-term solution is:
 - Lifetime training program
 - 100 hours annual for additional reporting/interfaces/enhancements
 - Help desk functionality

CherryRoad - Achieving the City's Objectives

It is very important for us to understand the City's objectives so they can be incorporated into our proposal. We have reviewed the City's RFP and incorporated its requirements and our proposed solution into our bid. The following table summarizes how CherryRoad's solution will address each of the objectives identified in the RFP.

Goal	CherryRoad Solution
Replace core and shadow systems with a fully integrated software solution.	The intent of systems like Oracle's Fusion SaaS Cloud Services are to provide clients with a comprehensive suite of products that provide the systems capabilities to run all aspects of the organization's operations through a single set of applications. The robust business capabilities of the Oracle applications, coupled with tightly integrated nature of these products provides the City with just these benefits.

Goal	CherryRoad Solution
<p>Provide cost effective, long term solution which the City will be able to sustain, use, leverage, support, and upgrade into the future.</p>	<p>The Oracle solutions are time tested over many years and are constantly upgraded to meet expanding client demands. The City should feel comfortable that the Oracle solutions are going to be around and supported well into the future. One of the benefits of the SaaS Cloud model is that there is not the very significant upfront cost of software licensing required for on-premise solutions. The subscription pricing model allows for even distribution of costs over the years. The organization can know exactly how much the SaaS fees will be looking forward year after year.</p>
<p>Improve quality and accessibility of information for decision support.</p>	<p>Access to timely information through an ERP/HCM system is critical to many aspects of the organization and individuals responsible for carrying out the organizations operational functions. The Oracle applications are designed to provide broad access to information, while at the same time providing data security so that only those individuals who have been granted permission can access certain data. Profiles are established during implementation which determine access to data.</p> <p>Although users have different expectations from their HCM and ERP transactional applications, the one thing they have in common is that they all need relevant, timely information to help the business be more productive. In Oracle Cloud, Business Intelligence analytics are woven into the fabric of your business processes so that you can work naturally and intuitively. The flexible, pre-delivered operational reports use real-time transactional data and let you include your own ad hoc queries. Business analytics are embedded on key pages and in transactional flows throughout Oracle Cloud and are linked directly to transactions and other decision points.</p> <p>The reporting tools available within Oracle Cloud applications are designed to offer the best match for any reporting requirements: whether they are transaction-based or balance-based financial reports, whether they are ad hoc inquiries or fixed-format documents, whether they are high-level strategic indicators or focused analysis into operational details.</p>

Goal	CherryRoad Solution
<p>Take advantage of best practices built into newer solutions to improve operational effectiveness and productivity.</p>	<p>In 2008, Oracle recognized the future emergence of Cloud computing. They began an aggressive program to develop a new application suite using the most advanced technology built on open standards. They initially called them “Fusion” applications as they were designed to take advantage of best practices and processes that evolved over time from our on-premise applications. Oracle released the first Cloud applications in 2011. Since then they have enhanced and improved the applications approximately every six months. Public Sector agencies require specific functionality related to fund accounting, encumbrance accounting, and budget checking. This functionality became available over three years ago with Release 9.</p> <p>Designed from the ground up, using the latest technology advances and incorporating best practices gathered from thousands of customers, Oracle Cloud applications are completely open, service-enabled enterprise applications. Built on a foundation of 100% standards-based middleware, using a service-oriented architecture approach and a common data model, Oracle Cloud applications set a new standard for the way you innovate, work, and adopt technology. Oracle's complete, modern Cloud applications are uniquely:</p> <ul style="list-style-type: none"> • Personalized – gives you options to extend beyond what’s in the box and personalize your applications, user interface, and upgrade schedule based on the needs of your organization. • Connected – connect your business and processes, and connect any person anywhere, via built-in social, mobile, and analytic capabilities. • Secure – won’t mix your data or applications with those of other customers, and will ensure complete data isolation and security at multiple technology layers. <p>For more information on Best Practices, refer to: https://www.oracle.com/applications/modern-best-practice/index.html</p>

Goal	CherryRoad Solution
<p>Leverage citizen, customer, employee, and vendor self-service software capabilities.</p>	<p>The Oracle applications are designed to incorporate self-service capabilities in several areas. Examples of the self-service capabilities include:</p> <ul style="list-style-type: none"> • Self-Service Procurement – Oracle Fusion Self-Service Procurement provides a user-friendly approach to managing employee requests for goods and services and automates and simplifies the receiving process. • Fusion Human Resources – Delivers seamless management of employees, contingent workers, and other persons across the enterprise that may have simple or complex work relationships with the organization. Best-in practice processes, interactive organizational charts, collaborative tools, predictive analytics, and productive self-service are natively delivered out-of-the box. Benefits self-service presents the employee with an intuitive process that guides them through selection of their eligible benefits. • Fusion Supplier Portal – An integral part of Oracle Fusion Procurement, Oracle Fusion Supplier Portal improves the way you interact and collaborate with suppliers. With Oracle Fusion Supplier Portal, your suppliers gain access to a secure, integrated work area that provides full visibility to transactions, offers closed loop collaboration, and enables electronic invoicing. Suppliers can be quickly on-boarded through a simple online registration process. And once they are active, suppliers can easily manage their contact information to ensure that you have up to date and accurate information. Suppliers can also manage their business classifications during registration.

Goal	CherryRoad Solution
Provide significant greater efficiencies to ongoing operations.	<p>Improvements in the efficiencies in ongoing operations can be brought about in many ways as the result of implementing Oracle's Fusion SaaS Cloud Service solutions.</p> <p>Some of the ways that efficiencies can be gained immediately are through implementation and configuration of management workflows and electronic approvals. These are areas that are often time consuming and inefficient in many organizations.</p> <p>Oracle ERP Cloud Service leverages a standards-based workflow service to deliver robust workflow processes that enable complex rules and routings. Approval workflows are fully configurable to allow a variety of approvers to be involved in a particular business process. FYI or approval notifications can be sent to a single user, group of users, or through a specific hierarchy based on configurable rules and conditions within the workflow. Role-based dashboards and work areas actively monitor processes to provide a consolidated view of timely and relevant information. For example, a buyer's work center directs a buyer's attention to key actions and problematic hotspots using graphical views of key performance indicators (KPIs), dynamic summaries of required actions, role-based alerts, and personalized watch lists and work lists.</p>
Reduce paper-intensive processes.	<p>There are many areas within the solution where reductions in paper are realized. Two examples are identified above in workflow approvals and electronic approvals.</p>

Solution

Based on the material included in the City's RFP, we are familiar with the challenges you face with your existing legacy systems.

We believe that we offer the City the three elements necessary to make such a critical initiative successful. Those elements are:

- A robust cloud-based software solution that addresses the full range of City requirements in an integrated user-friendly fashion that the City can count on for years to come.

CherryRoad Technologies – Oracle ERP is all we do

25
plus years
implementing
Oracle applications

85
percent of our
business in the
public sector

500
plus implementation/
upgrade engagements



Cities



Counties



States



K-12

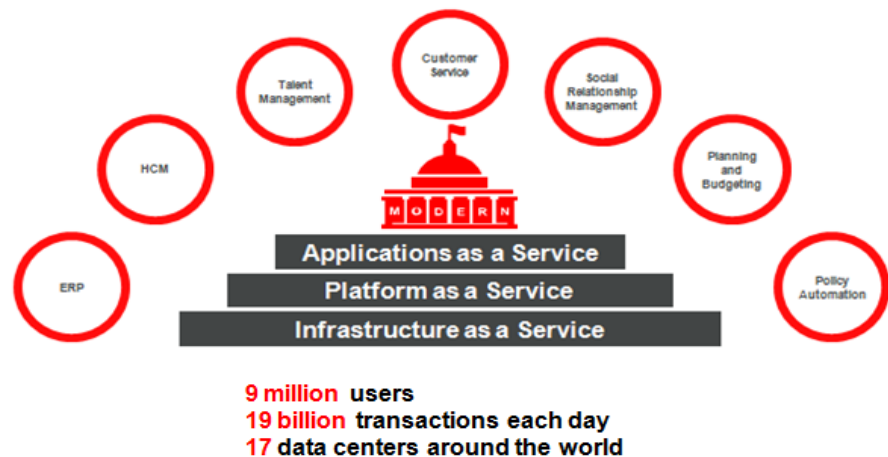
- An implementation partner that thoroughly understands the business of local government and has a proven track record of successfully implementing the solution being proposed within the public sector.
- Reasonable cost that is competitive and provides the City the level of support you require to successfully complete this project.

Software Solution

As software vendors continue to invest in the growth of their companies, the vast majority of software R&D funds are being directed away from on-premise products to Software-as-a-Service (SaaS) solutions. There is a major shift underway in government from costly, difficult to maintain, on-premise solutions maintained by limited in-house technical resources, to less expensive, flexible, and easier to implement SaaS solutions which are hosted within the vendor's cloud and supported by experienced resources.

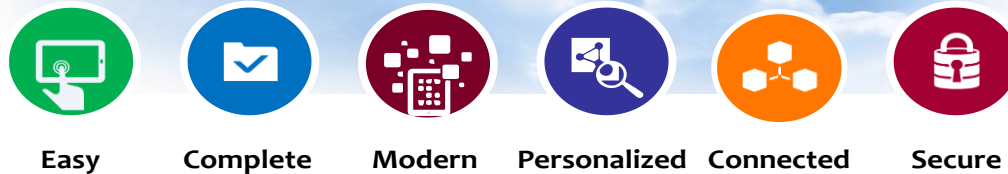
CherryRoad has proposed a Cloud/SaaS solution that offers a broad range of ERP applications in the Oracle Cloud. Since these applications can be consumed as a subscription-based service, there is no large upfront software license payment or hardware to purchase. The purchase can be treated as an operational expense.

Very little, if any, involvement from your IT department is needed to get started. This empowers lines of business to efficiently drive these projects and adopt the latest functionality very quickly. Oracle offers a variety of rich functionality that can be consumed in a SaaS model. This includes financial management, procurement, projects/grants, and related applications, and integrated social collaboration tools.



Our proposed technology solution is based on Oracle's Software as a Service (SaaS) and Platform as a Service (PaaS) offerings. Oracle Cloud Applications are 100 percent SaaS, providing capabilities customers expect out of SaaS applications including lower total cost of ownership, with no hardware to purchase or software to manage, and automatic upgrades and rapid feature advancement. Oracle's cloud services are architected from the ground up to operate in the Cloud.

ORACLE CLOUD SERVICES



Easy

Complete

Modern

Personalized

Connected

Secure

The Oracle Cloud application is the industry's broadest and most integrated public cloud, offering best-in-class functionality across Software as a Service. The Oracle Cloud applications will provide the City with a unified environment providing flexible infrastructure, a powerful standards-based platform, and a comprehensive portfolio of business applications, all on a subscription basis.

CherryRoad has proposed the latest, technologically advanced, Fusion Cloud/SaaS solution from Oracle as the foundation for your new system. Over 500 public sector clients use Oracle software to support their HCM functions, making them the leading public sector software provider in the nation.

Implementation Partner

While the capabilities of the software provide the foundation for the overall solution, the ultimate success of your new system comes from your implementation partner's ability to successfully implement the solution to address the City's requirements. If the implementation partner does not have the knowledge or expertise to take advantage of the software capabilities and configure the system to meet your full range of requirements, the overall success of the project will be compromised.

Key Strategy – Operate in Partnership with the City of Garden Grove

The City's new ERP System can only be successfully implemented through a **partnership** between the selected vendor and the City. We have found that such partnerships provide substantial two-way benefits. CherryRoad brings proven application software and functional expertise based on work with other similar clients, a rigorous and proven approach for implementation projects like this, and staff that is well versed in applying the methodology as well as applicable technologies.

The City brings the critical knowledge of your unique business functions and needs. When applied together in a partnership-based relationship the result is a set of systems and new business processes that provide tangible improvements in the basic operations of the City.

We offer the City specialized public sector implementation expertise and the knowledge of our staff, who have previously and successfully implemented major ERP systems within like organizations including recently for the City of Aspen, CO; the City of Richmond, VA; and many more.

We have included in our proposal a complete range of implementation services from analysis; configuration; training; conversion and on-site support after the system goes Live. Our SaaS implementation approach is efficient and emphasizes best practices for city governments. Our proposed schedule is phased, risk averse, and allows for a measured progression to project completion without affecting the day-to-day operations within the City.

As the leading implementation partner of Oracle solutions in the public sector, CherryRoad has spent years developing SaaS Cloud methodologies, incorporating our experiences and lessons learned from working with other public sector clients. We will bring to the City this comprehensive experience for the overall benefit of your new ERP solution.

We have also proposed a very focused, risk-averse implementation schedule which will ensure a successful implementation incorporating specific milestones and deliverables. An overview of the recommended implementation schedule is below.

CHERRYROAD IMPLEMENTATION SCHEDULE - GARDEN GROVE ERP/HCM/BUDGET																
	2018												2019			
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Phase I - ERP																
Planning & Discovery																
Solution Configuration and Prototyp(s)																
Solution Deployment and Testing																
Training & Implementation - Go-Live																
Production Support																
Quality Assurance																
Ongoing/Extended Support																
Phase II - HCM																
Planning & Discovery																
Solution Configuration and Prototyp(s)																
Solution Deployment and Testing																
Training & Implementation - Go-Live																
Production Support																
Quality Assurance																
Ongoing/Extended Support																

Reasonable Cost

CherryRoad offers the City a very reasonable total cost including both the Oracle Fusion SaaS Cloud software subscription fees and the full range of required implementation services. We believe that our pricing provides the City the best overall value. Paying less for an inferior product, and potentially a less qualified implementation partner, could end up being a higher risk, and ultimately, a costlier alternative.

CherryRoad believes we offer the right products, with the right implementation approach, at the right cost that will protect the City's investment and provide the lowest total cost of ownership for many years to come. We trust that during your review of our response, you will consider CherryRoad's credentials, integrity, people, and legacy of exceeding our public sector clients' expectations. We look forward to speaking with you during the next steps of your evaluation and stand ready to answer any questions you may have.

1.0 Company/Staffing, Background, Organization, and Experience

This section of the proposal should establish the ability of the Vendor to satisfactorily perform the required work by reasons of experience in performing work of a similar nature, demonstrated competence in the services to be performed, strength and stability of the firm, staffing capability, and record of meeting expectations on similar projects. City, at its option, may require a Vendor to provide additional support and/or clarify requested information. The Vendor should provide:

a. A brief profile of the company

- ✓ A brief description of the organization structure and primary products and services provided.
- ✓ Other major products or services offered.
- ✓ Company's strategic direction in software design and support.
- ✓ Describe how long the Vendor has been in business.
- ✓ Company's experience in performing work of a similar nature to that solicited in this RFP.

CherryRoad Background

CherryRoad provides comprehensive systems implementations, integrations, upgrades, and consulting services that maximize ERP system performance for the public and commercial sectors. For three decades, CherryRoad has earned a solid reputation for combining our technological, organizational, functional, and vertical market expertise into practical solutions that deliver results, specifically with Oracle's applications. Our flexible approach and methodologies enable us to structure engagements that best meet our clients' specific needs.

We are particularly proud of our high customer retention rate. When asked why they keep returning, a common thread ran through all our clients' responses – it all comes down to CherryRoad's people. We only employ seasoned professionals who stay focused on our clients' business issues and consistently perform to exceed their expectations. We do what it takes to get the job done – on-time and on-budget.

Key Services	
Enterprise Solutions	Strategy assessments, enterprise application integration, software implementations, upgrades, training, and production support for Oracle Enterprise Resource Planning (ERP), E-Business, and Cloud suites.
Oracle Fusion Implementation Services	Dedicated certified team to provide best practice implementations and guidance for net new adoption, co-existence, or migration from existing systems.
Cloud Services	Application hosting services for the entire technology stack including physical infrastructure, security network, communications infrastructure, hardware, operating systems, database, and disaster recovery in our world-class data centers.
Application Support Services	Oracle application on-site and remote functional and technical support services backed by 24x7 help desk support.
Management Consulting	Strategy/Visioning, Change Management, Software Selection, and Business Process Optimization services.
Enterprise Architecture	Current and future state architecture definitions, future state roadmap development, and overall information technology (IT) and IT strategy assessment services.

Office Locations

Headquartered in Morris Plains, NJ, CherryRoad has additional offices in Boca Raton, FL; Chicago, IL; and Sacramento, CA.

Steady Growth

CherryRoad's financial strength is demonstrated by our consistent stability and growth. In 2015, we acquired the Oracle practice, including the E-Business and Cloud activities, of Strategic Information Solutions, Inc. This purchase was preceded by our acquisition in 2009 of the Oracle practice of Towers Watson, a global provider of HR consultancy services, and our 2010 acquisition of the Maximus ERP Solutions Division, a top provider of Oracle implementation services at the state level.

CherryRoad has a stable management team charting its course. The firm's founders and original executive management team are actively involved in the day-to-day management of the business.


Best Diversity Company Award Winner

CherryRoad was recently voted by the readers of *Diversity/Careers in Engineering & Information Technology Magazine* as a 2014 "Best Diversity Company" in recognition of our support of minorities, women, veterans, attention to work/life balance, and commitment to diversity.



Oracle Partnership Status

CherryRoad has been implementing and optimizing Oracle solutions since 1992. Our proven expertise spans more than 500 successful engagements in a variety of public sector and commercial markets.

 **Platinum Partner** CherryRoad is an Oracle certified Platinum Partner with 90 percent of our consultants Oracle certified. As such, CherryRoad continues to demonstrate expertise across key Oracle solution areas, having achieved specializations in Financial Management, Human Capital Management, Oracle DBA, and Public Sector. Specializations are awarded through competency development, business results, demonstrated expertise, and proven success. Specialized partners are preferred by Oracle customers.

CherryRoad has a long history of Oracle expertise, a deep understanding of people and processes, a proven implementation methodology, and a continually trained team of highly skilled consultants. This winning combination enables us to deliver solid Oracle solutions for maximizing enterprise performance.

Oracle Award Winner for Solution of the Year

Oracle's North America Titan Awards recognize partner companies for their excellence in solving real-world customer challenges and for their development and deployment of Oracle technology.



CherryRoad is proud to be distinguished in the **Oracle Enterprise** category for our achievement in delivering an outstanding solution which exemplifies our ability to develop and implement best practices that drive business and produce exceptional customer value.

How Our Customers Benefit from Our Partnership with Oracle

As an **Oracle Platinum Partner**, we maintain excellent relationships with Oracle. We act as our clients' advocate to Oracle whether it is to escalate issues within the global support network, work with the product development and industry business unit for product enhancements, or resolve general contractual issues with the sales and legal organizations of Oracle. We commit that our account executive and assigned consultants will provide this same level of partnership and service to the City.

History of Delivering Solutions

CherryRoad has significant experience in delivering quality services for Oracle projects in the public sector. **Currently, 90 percent of our engagements are in the public sector**, including those for state and local governments and educational institutions. We have successfully managed fixed-cost engagements for full implementations as well as upgrades.

Our Understanding of and Commitment to the Public Sector

CherryRoad's experience in the public sector is particularly strong and comprises 90 percent of our revenue. We understand the unique issues and challenges that public agencies face. Technology is advancing at a rapid pace, qualified labor resources are more difficult to find and retain, budget pressures grow, and government oversight and regulations continue to increase. These factors, combined with a heightened demand for services by constituents, make consistent management and standardized processes a challenge to achieve. CherryRoad is the solution. Our Enterprise Solutions team is comprised of experienced professionals from both the business world and public sector.

We have developed a consulting philosophy that is rare to this industry. We adopt our clients' goals and objectives, focus on delivering value, and treat our customers as partners. At CherryRoad, we pride ourselves in completing engagements on or ahead of schedule. We work with our clients to set timelines, schedules, expectations, and develop a mutually beneficial communication plan. We have performed more than 500 engagements for many large and small organizations.

Our client list includes the following entities:

CherryRoad's Public Sector Clients – Representative List		
City Government	<ul style="list-style-type: none"> • Akron, OH • Albuquerque, NM • Anchorage, AK • Aspen, CO • Broomfield, CO • Cambridge, MA • Chicago, IL • Cleveland, OH • Costa Mesa, CA 	<ul style="list-style-type: none"> • Kansas City, MO • Los Angeles, CA • Norfolk, VA • Ontario, CA • Pasadena, CA • Peoria, AZ • Phoenix, AZ • Raleigh, NC • Richmond, VA

CherryRoad's Public Sector Clients – Representative List

	<ul style="list-style-type: none"> • Denver, CO • Des Moines, IA • District of Columbia • El Paso, TX • Escondido, CA • Eugene, OR • Fresno, CA • Glendale, AZ • Glendale, CA 	<ul style="list-style-type: none"> • Sacramento, CA • San Diego, CA • San Francisco, CA • San Jose, CA • Santa Monica, CA • Seattle, WA • Springfield, MO • Tempe, AZ • Vancouver, WA
County Government	<ul style="list-style-type: none"> • Anoka County, MN • Berks County, PA • Chester County, PA • Clark County, WA • Contra Costa County, CA • Frederick County, MD • Hennepin County, MN • King County, WA • Lake County, IL • Lancaster County, PA • Los Angeles County Community Development Commission (LACDC), CA • Lucas County, OH • Miami-Dade County, FL 	<ul style="list-style-type: none"> • Napa, County of, CA • Niagara County, NY • Ramsey County, MN • Riverside County, CA • Rockland County, NY • Salt Lake County, UT • San Diego County, CA • San Francisco, CA • Solano County, CA • Tuolumne County, CA • Washington County, MD • Washington County, WI • Waukesha County, WI • Wayne County, MI
State Government	<ul style="list-style-type: none"> • State of California • State of Connecticut • State of Delaware • State of Georgia • State of Illinois • State of Indiana • State of Minnesota • State of Montana • State of New Mexico 	<ul style="list-style-type: none"> • State of New York • State of North Dakota • State of Ohio • State of Oklahoma • Commonwealth of Pennsylvania • State of Tennessee • State of Vermont • Commonwealth of Virginia
Transit Clients	<ul style="list-style-type: none"> • Alameda-Contra Costa Transit District, CA • Bay Area Rapid Transit, CA • Chicago Department of Transportation, IL • Chicago Transit Authority, IL • Delaware Transit Corporation • Delaware Department of Transportation • Hampton Roads Transit, VA • Kansas City Aviation Department, MO • Long Island Rail Road, NY 	<ul style="list-style-type: none"> • Massachusetts Port Authority (Massport) • Metra, IL • Metro-North Railroad, NY • Metropolitan Transportation Authority, NY • New Jersey Turnpike Authority • Portland Metro, OR • Port of Seattle, WA

CherryRoad's Public Sector Clients – Representative List

Public Entities	<ul style="list-style-type: none"> • Broward Sheriff's Office, FL • Chelan County Public Utility District, WA • Chicago Police Department, IL • Cleveland Department of Public Utilities, OH • Des Moines Water Works, IA • Detroit Water and Sewage Department, MI • East Bay Municipal Utility District, CA • Glendale, City of, Water and Power Department, CA • Gray's Harbor Public Utility District, WA • Hampton Roads Transit, VA • Kansas City Water Services, MO • Metropolitan Council, Saint Paul, MN • Metropolitan Water District of Southern California • Miami-Dade Aviation Department, FL • Miami-Dade Water and Sewer Department, FL • Philadelphia Housing Authority, PA • San Diego County Water Authority, CA
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CherryRoad's clients can attest to our ability to complete complex, multiple module, and project suite implementations on-time and on-budget.

High Client Satisfaction

CherryRoad has successfully partnered with its clients on more than 500 engagements. Our business philosophy is to deliver world-class consulting services, on-time and within budget to every client. We work closely with our clients to understand their business needs and mitigate project risk. We approach every project as a partnership, working side-by-side with our clients to transfer knowledge and guide the project through to a successful completion. Our clients tell us they appreciate CherryRoad's delivery of practical IT solutions that work, consistently competent people, deep knowledge of business and IT, and our passion for understanding and satisfying their specific needs.

We have a strong record of client satisfaction, and our clients repeatedly serve as references for us. Today, a high percentage of our business comes from recurring business and word-of-mouth referrals.

This section shall also identify key personnel who will be assigned to the project, including an organization chart for the project team. The chart shall indicate how the Vendor intends to structure the project effort, and identify the Project Director/Engagement Manager, Project Manager, Technical Team Members, Trainers, and all other key personnel.

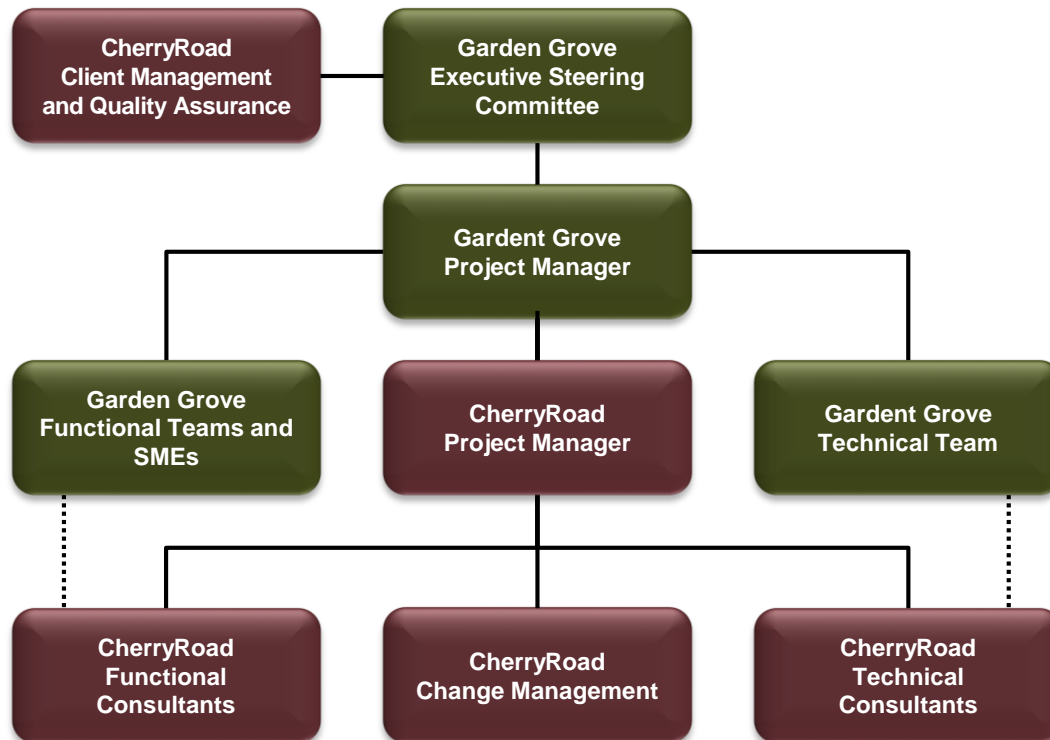
The Project Manager designated by the Vendor shall have the overall responsibility to the City. The Project Manager shall have the responsibility for the day-to-day communications with the City to coordinate the activities of the installation and implementation team, and to accomplish the scope of work within the contract budget and project schedule. The Project Manager must have at least three (3) years of experience in administering project management services of the proposed software. A resume of the Project Manager must be provided detailing the work history for the last 10 years. The Project Manager is desired to have PMP (Project Management Professional) certification or evidence of sufficient PMP certified project management training to completely satisfy the education requirement of a PMP certification track.

*Each team member included in the project organization chart shall be identified by name, and a resume or profile shall be provided for each key person. Each resume or profile shall be complete and concise, featuring experience that is most relevant to the task responsibility the individual will be assigned. If an individual is assigned to more than one position, the relevant experience shall be indicated for each task assigned. **The project technical team must have a minimum of three (3) years of experience with an installation of the current (or one previous) version of the proposed software for similar organizations.***

For all proposed project team members, please also indicate other projects these individuals will most likely be engaged in at the time this project commences, as well as anticipated completion dates for those other projects, and how that may impact the amount of time the individuals will be spending on the City's implementation. Please also indicate the anticipated percentage of time each team member will be dedicated to the City's implementation throughout the course of the project.

The specific staff identified in the original Proposal may not be changed prior to commencement of work or during the course of the project without the specific approval of the City and at least two weeks prior notice. Replacement candidates must have the same or higher level of similar experience as the original project team member they replace. Resumes of replacements shall be submitted with all applicable information.

The following chart represents CherryRoad's recommended organization chart for this engagement. With initiatives as critical as replacing an organization's ERP and HCM applications, it is important to have some level of involvement of key executives and senior management stakeholders. As such, we recommend the creation of an executive steering committee to provide guidance during the implementation and to address any important issues that might cross operating department boundaries.



Anticipated City Staffing

City Project Manager

The City will assign a dedicated project manager. CherryRoad's primary point of contact in matters of project management will be the City Project Manager. In his or her project management role, the City Project Manager will be responsible for:

- Coordinating the reporting, review, and quality control processes.
- Facilitating the effective participation of City staff.
- Resolving questions raised by CherryRoad requiring clarification of City requirements, policies, and procedures.
- Monitoring the progress of all principal project participants.
- Facilitating the timely resolution of issues raised by CherryRoad.
- Reviewing and accepting or rejecting milestones, deliverables, and the system.

The City Project Manager shall be the person to whom CherryRoad shall request review and acceptance of milestones and deliverables.

City Functional Team Leads/Subject Matter Experts (SMEs)

The City will assign individuals as Functional Team Leads for each of the modules or major business areas being implemented. One Functional Team Lead will be assigned to each of the Oracle modules. These individuals will work closely with CherryRoad during all activities and tasks, and will be the City's

primary point of contact relative to their particular module responsibilities. It is not expected that the Functional Team leads will be assigned full-time; however, the implementation project will be their primary responsibility, during the implementation process. These individuals will participate in all aspects of the implementation including lead roles from the City side during:

- The Configuration Mapping/Gap Analysis sessions and workshops.
- Assistance and support to CherryRoad in the prototype system setup and configuration.
- Participate in the prototype presentation sessions provided by CherryRoad.
- Take a lead role in the City acceptance test of each module.
- Participate in train-the-trainer and other training sessions.
- May act as the City's trainers to train the end-user community.
- Provide implementation and post-implementation support to end-users.

City Non-Lead Project Members

The City should also assign additional individuals to support the overall implementation team effort (as needed). These individuals will bring additional departmental and subject matter experience and insight and participate during the various stages of implementation. The exact number of Non-Lead Project Members to be assigned will be at the discretion of the City based upon resource availability and the interest of the City in involving a larger number of employees during the implementation.

CherryRoad recommends no more than four-to-five individuals per module or business area. Types of tasks that these individuals may participate in include:

- Initial Project Team Training
- Configuration Mapping/Gap Analysis Sessions and Workshops
- Prototype Workshops
- Acceptance Testing
- End-User Training

City Technical Staff

The City will assign a Technical Lead who will be responsible for coordinating all of the City's technical responsibilities regarding this project. Particular responsibilities of this individual will be to:

- Coordinate the installation and setup of City system hardware (if any).
- Coordinate City technical efforts associated with the Oracle Cloud.
- Coordinate and oversee the duties of other City technical team members assigned to the project for interface, conversion, and report writing responsibilities.

The City will assign other technical staff to the project on an as needed basis to complete the City's responsibilities regarding interface and conversion file preparation and report writing.

Estimating the best allocation of client resources is a difficult task during the initial proposal process. Each client has a different set of goals and objectives for a new system, and a different internal operation and culture. Some clients desire to keep their project teams relatively small with involvement



by a relatively small number of key individuals. Other clients desire to give a broader group of individuals the opportunity to participate, therefore the teams may be larger.

CherryRoad will work with the City to identify the best project team makeup, given the interests of the City and the availability of knowledgeable resources.

CherryRoad Project Staffing

We have included a very experienced project team to for the Garden Grove project. Key members of our project team will be dedicated 100% to this project.

See Appendix F. Resumes of Key Personnel.

4.0 Implementation Plan

The City recognizes that ERP implementation is a significant undertaking. In order for the City to be successful with sustainably leveraging the system over the long- term, the City expects its staff will need to gain the appropriate level of understanding and expertise in the system during the implementation, to prepare the City for ongoing operation of the system as well as planning future upgrades.

As such, Vendor shall leverage their experience implementing the proposed solution at public sector agencies of similar size/complexity, and propose an appropriate level of implementation services for the City to be successful with its long term objective.

The City does not expect the implementation to be performed solely by the Vendor and understands that responsibilities for the implementation will be shared between the Vendor and City staff. The City is interested in proposals which will maximize the City's opportunity for a successful long term solution.

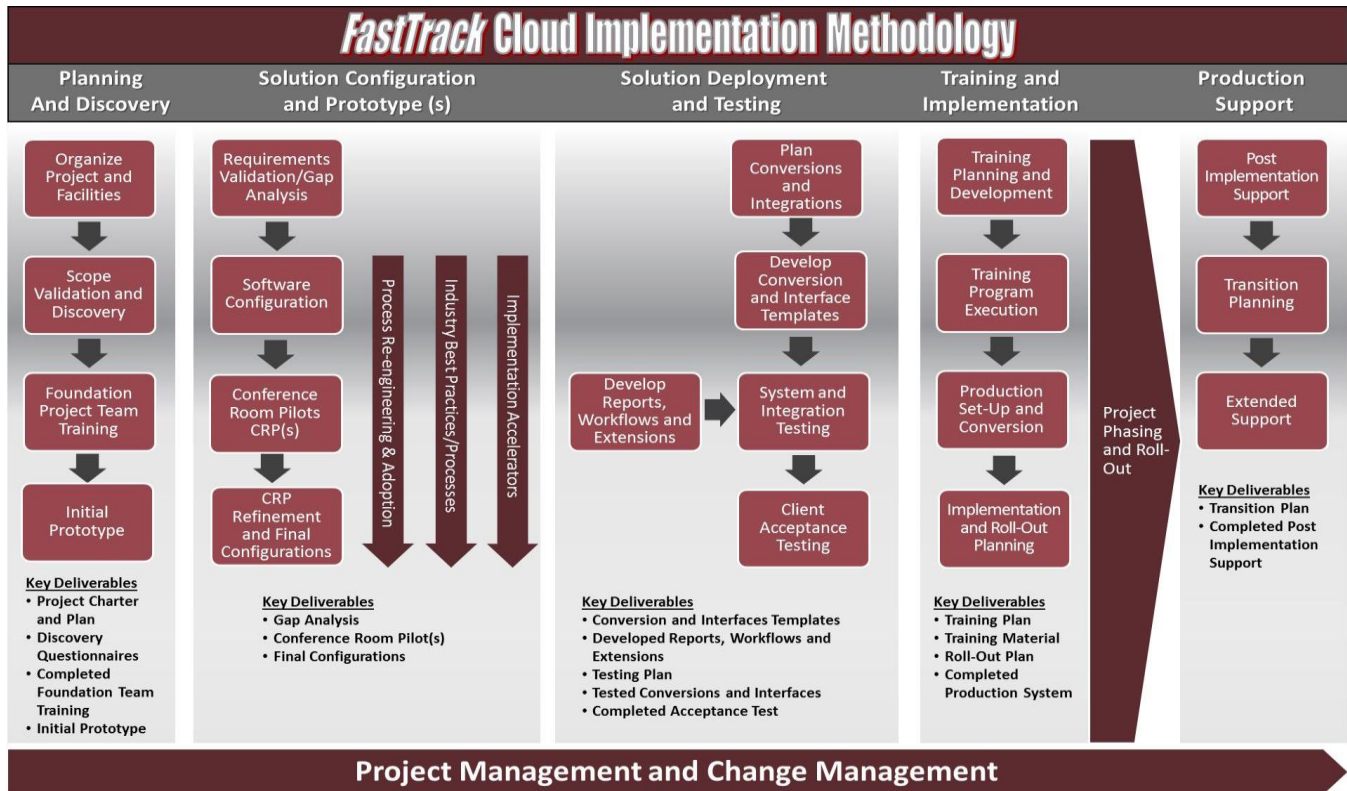
The Vendor is to provide an implementation plan in narrative format supported by an activity-level project plan using Microsoft Project or similar tool that details how the proposed solution is to be implemented. It is expected that the Vendor will lead the efforts in each of the implementation areas described below unless stated otherwise: (Please refer to Part II – Scope of Work – for detailed explanation of each effort.)

- *Project management*
- *System configuration*
- *Operational design*
- *Hardware, software, storage design and installation*
- *Data conversion*
- *Report development*
- *Data interfaces*
- *Training*
- *Testing*
- *System documentation development*
- *Disaster recovery plan*
- *Go live support/post go live stabilization*
- *Knowledge transfer*
- *Staffing plan*
- *Ongoing services*

Implementation Methodology

CherryRoad will use our own *FastTrack* Fusion Implementation Methodology as a guide for the implementation of Oracle-Cloud based applications and technology at the City of Garden Grove. *FastTrack* embodies the experiences of over 100 person years of successful implementation expertise at CherryRoad. Offering a comprehensive methodology and support tools specifically for Oracle Cloud/SaaS software implementations, *FastTrack* addresses the entire implementation lifecycle, from strategic systems planning through system support.

The following diagram illustrates the major phases/tasks in the *FastTrack* Fusion Implementation Methodology and the key deliverables/milestones in each phase.



Description of *FastTrack* Implementation Methodology

The *FastTrack* Implementation Methodology consists of five key project phases essential for a Cloud software implementation. The major phases include:

Project Planning and Discovery

The Project Planning and Discovery phase ensures that all the facets of the project are directed towards meeting the defined goals and objectives. This includes the people, the deployed technology, and the methods and approach for completing the tasks and activities associated with the project.

As one of the first step in this phase, a detail Project Charter and Plan is prepared and approved by all parties. This final plan provides a schedule and resources for the project and serves as an overall guide to monitor project progress and track the completion of milestones and deliverables.

Prior to the official Project Kick-Off, CherryRoad will prepare a deliver a set of Discovery Questionnaires for a client to complete. These questionnaires are designed to get basic answers from a client related to data, processes and business rules, and organizational considerations.

1. Core HR Data			
	Question	Question Response	Comments
3.1	Which of the following represents your Employment model? <ul style="list-style-type: none"> • 2 tier – Work Relationship and Assignment • 3 tier – Work Relationship, Employment Terms and Assignments 		•
3.5	Of the following HR actions, which do you use? <ul style="list-style-type: none"> • Hire • Rehire • Promotion • Demotion • Transfer • Pay Rate Change • Leave of Absence • Return from Leave • Termination • Status Change • Supervisor Change • Work Location Change • Job Reclassification 		

CherryRoad will conduct a series of workshops to review the completed Discovery Questionnaires and use this information to prepare, configure and deliver an initial Best Practices Prototype System that will be used as a baseline to design and configure the client's final solution.

As part of these workshops, CherryRoad will conduct a series of overview training sessions for the client Project Team that demonstrate the initial Cloud prototype, basic navigation and processing capabilities and the pre-configured data and workflows in the software.

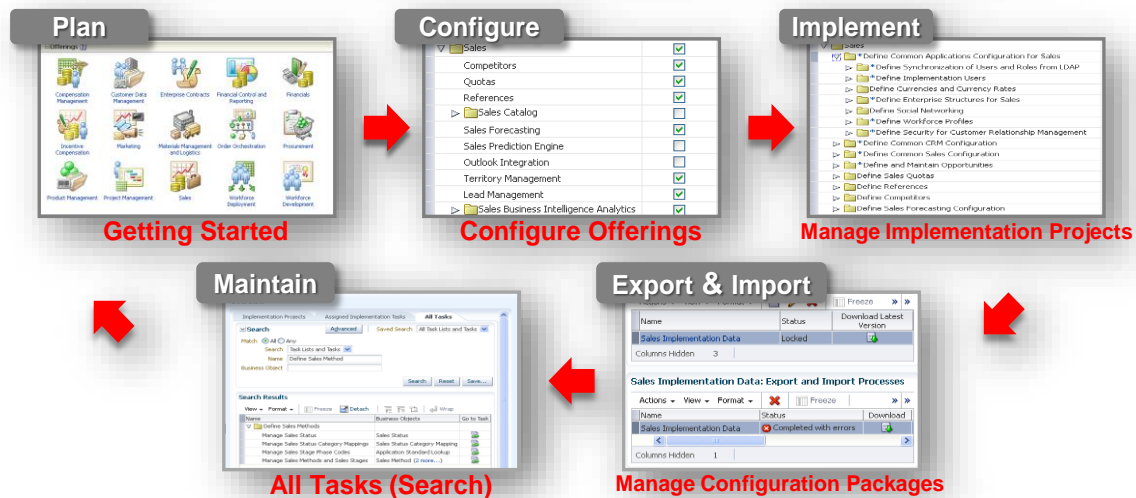
Solution Configuration and Prototype(s)

The Solution Configuration and Prototype(s) phase is a critical component of the CherryRoad *FastTrack* methodology and sets the stage for all future phases of the project. This phase incorporates all of the tasks necessary to analyze and review the "Best Practices software configuration" and make necessary changes to address a client's business requirements. This includes finalizing a new chart-of-accounts, adjusting standard workflow, and adding additional fields on transactions and screens/forms that are specific to each client.

Oracle Cloud/SaaS applications include a specific tool to support rapid configuration for a SaaS/Cloud based solution including. CherryRoad will use and leverage the Oracle Fusion Functional Setup Manager to rapidly configure the Cloud applications to meet the requirements of the Client. Using this productivity tool, you can implement the Oracle Fusion applications through a standard and consistent process:

- Learn about and analyze implementation requirements and steps.
- Configure Cloud applications to meet requirements.
- Get complete visibility to setup requirements and steps through guided, sequential lists, downloadable into Excel for project management and planning.
- Enter all required setup data from links available directly from the task list to user interfaces.
- Export and import data from one database instance to another for rapid setup of alternate environments for testing, training, etc.
- Validate all setups by reviewing setup data reports.

Functional Setup Manager provides a fully integrated guided process for end-to-end applications implementation



The approach to be followed for the Solution Configuration and Prototype phase consists of a set of structured analysis sessions with key users to validate new system requirements and analyze how the Cloud software applications can be tailored to meet the unique requirements of a client's business. Because the Cloud/SaaS solution database is already configured with basic public sector best practices – the analysis typically focuses on gaps and the changes and additions required to incorporate a client's specific functions and business needs. The initial Prototype system prepared in the prior phase will be used as a baseline during this analysis process.

Key activities in the Gap Analysis include:

- A review and validation of system requirements.
- Mapping of user requirements to baseline software capabilities and Best Practices configurations.
 - Gap Analysis
 - Re-engineering of business processes
 - Review and incorporation of industry "best practices"
 - Change management impacts
- Solution Designs to address gaps, new extensions, and reports.

Once the gap analysis is completed, the initial prototype is re-configured and updated to meet the unique requirements identified in the previous tasks. Solutions for addressing gaps in functionality are developed.

This includes setting-up and configuring a fully functioning software application with:

- Business Rules
- City-specific Codes and Configuration Options

- New or Additional Fields on Forms/Screens
- Approval Rules
- Workflow and Routing
- Specific Validation Requirements
- Typical Users and Security

Typical configurations to address the unique requirements of a customer's business include the deployment and enablement of:

- **Flexfields** – Oracle Flexfields allow you to add user defined fields to your Oracle Cloud Applications quickly and without coding. These customizable fields are part of the Oracle Cloud Applications Architecture and can be used to capture more information that is unique to a customer business models and processes. Once setup, Flexfields automatically appear on the appropriate screens and data capture. The can also be used in workflows, ad hoc reports and for integration with external systems. Since Flexfields are a delivered component of the application, they are fully upgrade safe.
- **Tailoring Applications Look and Feel** – Oracle Cloud Applications also provide the ability to tailor the look and feel of the application to suit business needs. Some of the available configurations include the ability to hide, enable, reorder, rename, and highlight the elements of the application. Oracle applications support two types of “tailoring;” one that is controlled and mandated by the organization; and one that allows individuals to “personalize” the application to their requirements. In both cases, an Oracle tool that is part of the Cloud Applications to make these configurations quickly and easily.
- **Workflow Configurations** – Oracle Cloud Applications contain a number of built-in workflows that are based on commonly used best practices. The solution also allows users to manage workflow processes to their specific requirements. A graphical user interface is available for users to easily modify and customize workflows.
- **Personalizations** – Are used to change an individual's view of a portal or application page. Other users are not affected by this change. Oracle Composer is a delivered tool to simplify the personalization process by displaying information in a role-based view, so that users only see components relevant to them.

Once the configuration of Cloud Applications has been completed, the final step in this phase is the preparation and demonstration of one or more Prototypes or Conference Room pilots (CRPs). In this activity, CherryRoad creates a working CRP of a fully configured application and demonstrates the prototype to key users. This prototype is subsequently used to make refinements and changes as demonstrated in subsequent CRP activities until the entire system represents a fully working and functioning solution.

The CRPs are also useful tools for key user to gain hand-on access and “come up the learning curve” by processing real transactions and reviewing new and re-engineered business processes within the new system well before implementation.

Solution Deployment and Testing

In the Solution Deployment and Testing phase, all development activity needed for the new system is planned and executed. Typical development activity will include:

- Integration/Interfaces
- Conversion processes
- New Workflows, Extensions, and Reports (if any)

For Interface and Conversions to be developed, this phase incorporates the following key activities:

- Interface and Conversion Specifications and Design where all required interfaces and automated conversion programs are designed and processing specification documented.
- Interface and Conversion Development where interfaces and automated conversions programs or spreadsheet templates are developed.
- Interface and Conversion Testing where interfaces and automated conversion processes are unit tested with test data.



Standard Oracle tools to support Integrations/Interfaces and Conversions for Fusion Cloud implementations include:

- **File Based and Spreadsheet Loader** – File Based Loader or Spreadsheet Loader as a powerful and efficient method of importing bulk data into Oracle Cloud Applications. The upload process can be scheduled to reduce manual intervention in the integration process. In addition, File Based Loader and Spreadsheet Loader leverage the core business objects that serve as the foundation for the Cloud solution – meaning that all edits, business rules and validation logic that an online user would be subject to also govern all data being loaded into the Cloud Applications as well. Spreadsheet Loader allows business users to work with data within a familiar Excel format and upload bulk data into the system.
- **System Extract** – Outbound data can be extracted using System Extract or built-in reporting tools like Oracle Transactional Business Intelligence. System Extract consists of a set of prebuilt templates delivered by Oracle on certain defined Oracle data objects. It is ideal for complex reporting and extraction needs, such as distribution of data to third-party systems. Customers can also easily modify existing templates or create their own templates to extract virtually any data in their Cloud service.

- **Web Services** – Web Services are utilized as a standardized way of integrating Cloud services with other disparate application systems. These Web Services, when invoked or initiated by an event, carry out business process functions. The function of each Web service is described in a Web Service Description Language (WSDL) file. This simple architecture ensures that users need only invoke the required web services and expect the correct results, without going into further complexities. Delivered Oracle Cloud Application web services are documented and available for review within the Oracle Enterprise Repository.

Once the development of conversion and integration processes and extended capabilities are completed, they are thoroughly tested. The CherryRoad Testing task in our *FastTrack* methodology covers all the tasks necessary to plan and execute all the testing necessary before production operations. Tests are conducted from both a functional (does it do what it is specified to do?) and a performance (does it adversely impact system performance or does it meet performance requirements?) perspective.

The four kinds of tests performed are:

- **Unit Tests** – performed on individual programs to validate the program logic.
- **System/Integration Tests** – performed on a logical component of programs to validate the accuracy and completeness at performing the designed functions as well as testing interaction between programs and subsystems.
- **Performance Tests** – performed on the entire system to verify the ability of the software to perform under "stress" conditions.
- **User Functional Tests** – performed on the entire system by users and management representatives to verify system functionality and usability.

Training and Implementation

The CherryRoad training and change management approach is designed to help mobilize an organization for change and assess the landscape for change issues.

Under the CherryRoad Training approach, there are four key tasks that needed to be completed for the development and execution of an effective training program.

- **Training Assessment** – where the training needs of an organization and the logistics are determined and a Training Plan is prepared.
- **Training Development** – where standard CherryRoad Training Material is customized to reflect a specific City's configuration and business rules.
- **Training Delivery and Execution** – where training classes are conducted and delivered.
- **Training Evaluation** – where the effectiveness of the Training program is measured and any remedial training needed is conducted.

The CherryRoad training approach is designed to provide the City of Garden Grove with the training they need to effectively use the new system in their defined roles. CherryRoad's general philosophy is to use "customized" train-the-trainer training delivered by CherryRoad staff using custom developed training materials.

Concurrent with the execution of a training program, a variety of Production preparation activities occur including:

- Establishing the Production environment.
- Performing final configurations in Production.
- Migrating all extensions and City specific business objects to Production.
- Establishing users and related security profiles.
- Running and validating final conversions.
- Preparing Go-Live Checklists for the user organizations and validating readiness.
- Preparing a post-production support strategy.

Production Support

CherryRoad recognizes the importance of proving on-site support to end-users and technical staff after live operations and our methodology specifically incorporates these activities. The goals of this phase are to make City “self-sufficient” functionally and technically in the operations and use of the new system.

To facilitate this, CherryRoad provides the following support:

- Question and answer type of support
- Help desk support
- System monitoring
- Performance tuning
- Remedial training
- Transition documentation and planning

One of the key components of this phase is the preparation of a Transition Plan document. This deliverable provides comprehensive documentation of the software status (release levels, patches applied, etc.), City-specific Extensions and project documentation (libraries where project designs and deliverables are maintained).

CherryRoad will end its implementation assistance by debriefing management on our assessment of the current status of the project and by offering recommendations, which will enhance the overall use of the system in the future.

CherryRoad Support

In addition to the support provided by Oracle as described above, CherryRoad will provide one month of dedicated post-implementation support by the project team who had been involved in the implementation.

In addition to the standard one-month post-production support, CherryRoad is providing an additional 11-month managed service support from Phase 1 Go-Live which is included as part of our maintenance/support cost. Combining our unparalleled experience in the public sector and Oracle’s Cloud offerings with our established processes and procedures for Help Desk support, we have developed a holistic support solution for the City. Our support team will be led by our Service Delivery

Manager who will ensure all agreed upon SLAs are met and will provide weekly, monthly, and quarterly reporting.

This extended support is described in more detail in Attachment D at the end of this response.

Project Management and Change Management

Project Management refers to those tasks accomplished by the management team to administer and control the overall project, manage project resources, and to track, document and communicate project issues.

The CherryRoad project management approach is designed to focus on a client's project and organizational objectives, the structures necessary for sustaining a partnership through and beyond the project, and the tracking processes needed to meet our quality, schedule, and budgetary commitments. Our Project Management approach seeks to ensure that the project is driven by a client's objectives.

Accomplishing this means more than merely checking that correct tasks are in the work plan. It means involving our clients in the process of scope control, design tradeoffs, and issue resolution. A fundamental requirement for the success of any project is to build a partnership environment with a single, unified Project Team. Close coordination and open communication are critical to the project and can only be achieved through a true partnership between CherryRoad and or clients.

The CherryRoad approach to managing project resources is open, proactive, and requires day-to-day involvement of management. This task usually involves one or more of the following activities:

- **Task Management:** managing the team activities so as to meet project goals on schedule and within budget.
- **Risk Management:** identifying risks, devising a strategy for mitigating them, and constantly monitoring their changing status.
- **Quality Management:** adapting to Client's definition of quality and also complying with City standards.
- **Financial Management:** ensuring that the project is managed according to the contract provisions.

The following table provides a list of the major milestones and deliverables delivered as part of CherryRoad's implementation methodology.

Deliverables/Milestones and Responsibilities

No	Deliverable	Vendor Role	City Role	Comments
1	Project Plan/Charter (Deliverable)	Lead	Assist	<p>CherryRoad will prepare a detailed Project Work Plan that will identify each specific deliverable and milestone in the Schedule of Deliverables as well as intermediate tasks and deliverables as necessary for effective project scheduling and control. This Plan will consist of an MS Project Gantt chart, saved used as the "save as baseline" option, identifying each of the phases/tasks, milestones and deliverables associated with each task, estimated duration of each phase/task and, the type and level of participation of CherryRoad and client staff necessary to achieve the plan objectives. The Work Plan will include specific responsibilities for both CherryRoad and City staff.</p> <p>Each deliverable and milestone listed in the Schedule of Deliverables will appear within the Work Plan with its own completion date. Upon acceptance by City of Work Plan, the completion dates for each milestone and deliverable will be entered into the Schedule of Deliverables as the agreed delivery date.</p>
2	Initial Discovery Questionnaires – by Module (Deliverable)	Lead	None	CherryRoad will provide a series of questionnaires for each module so that module leads can document City expectations, key business flows, data, and basic processes.
3	Completed Foundation Team Training – each module (Milestone)	Lead	Participate	<p>Training provided to the City project team on the basic system architecture (e.g., look and feel of the system, tool bars and icons, drop down lists, etc.) and system navigation.</p> <p>Training is intended to provide City Project Team members with the exposure to the Oracle Cloud architecture and navigation very early in the project in order for them to be able to effectively participate in the subsequent gap analysis and prototype processes.</p>

No	Deliverable	Vendor Role	City Role	Comments
				Training is also provided to the project team on the basic operations and transaction flow of each of the Cloud Applications modules individually, as well as how these modules work in an integrated fashion.
4	Initial Prototype – each module (Milestone)	Lead	Participate	<p>An initial baseline prototype will be established and demonstrated showing functions, features, and capabilities of the Cloud Applications.</p> <p>A review of best practice configurations, workflows and delivered capabilities will be demonstrated and assessed.</p>
5	Gap Analysis – each Module (Deliverable)	Lead	Participate	<p>For each application, a Gap Analysis will be prepared that identifies gaps between the requirements and delivered functionality and best practice configurations.</p> <p>This will include:</p> <ul style="list-style-type: none"> • Mapping of City requirements to Oracle Cloud functionality, including a mapping of workflow requirements • Identification of how each requirement is met • Identification of Gaps • Design of how each map will be address via configuration changes and additions, new reports, or extensions to the application
6	Conference Room Pilot(s) – By Module or Business Area (Milestone)	Lead	Participate	<p>Specific system setup requirements identified in the Gap Analysis Document will be configured within the prototype system for all of the application modules. In addition, any flexfields or new user-defined fields will be developed within the prototype and workflow changes and personalizations will be added.</p> <p>CherryRoad will configure all of the unique City requirements in a Prototype application and also demonstrate the prototype system to the project team showing how the requirements have been incorporated within the prototype setup.</p> <p>The prototype will be closely examined and exercised by the project team to identify any requirements overlooked or misunderstood</p>

No	Deliverable	Vendor Role	City Role	Comments
				during analysis. Corrections will be added to the prototype and demonstrations continued until all requirements are identified and included.
7	Final Configurations – each Module (Deliverable)	Lead	Participate	The Final Configurations deliverable documents all of the final configurations in the Cloud Application including all changes, additions and new workflows incorporated.
8	Conversion Process Templates – by module (Deliverable)	Lead	Assist	CherryRoad will analyze and prepare a series of templates to support the City in preparing conversion data and files. These templates will be either in a File Loader or Spreadsheet Loader format. A map from existing files or tables will be provided with each template to assist the City in filling up each spreadsheet or preparing a file for loading.
9	Interface Templates – by module (Deliverable)	Lead	Assist	<p>CherryRoad will analyze and prepare a series of templates to support the City in preparing interface data and files for Interface into Oracle Cloud. These templates will be either in a File Loader or Spreadsheet Loader format. A map from existing files or tables will be provided with each template to assist the City in filling up each spreadsheet or preparing a file for loading.</p> <p>For Interfaces/Integration requirements from Oracle Cloud – CherryRoad will prepare data extracts using standard Data Extract utilities for transmission to external systems.</p>
10	Testing Plan	Lead	Assist	CherryRoad will prepare an Acceptance Test Plan describing how the City will prepare for and execute the acceptance test. This plan provides a description of the testing approach, the tools, and techniques to be used and a preliminary schedule for the testing effort. The Acceptance Test will serve as the City's basis for accepting the system and beginning full production operations.
11	Tested Conversion Processes – By Phase (Milestone)	Share	Share	This milestone represents completed testing of all conversion processes using the standard Oracle Cloud file and spreadsheet loader processes.

No	Deliverable	Vendor Role	City Role	Comments
12	Tested Interfaces and Integrations – by Phase (Milestone)	Share	Share	This milestone represents completed testing of all Interface/Integration processes using the standard Oracle Cloud file and spreadsheet loader processes and data extract capabilities.
13	Completed Acceptance Test (By Phase)	Participate	Lead	This milestone represents completion of the City Acceptance Test and certification that the system is ready for go live.
14	Training Plan (By Phase)	Lead	Assist	<p>This document presents the overall training strategy to be adopted for the implementation and presents an overview of the recommended training courses and schedule for the training program.</p> <p>The Training Plan will contain a detailed discussion of the following topics:</p> <ul style="list-style-type: none"> • Training Assessment – Presents a review of the overall training needs of the City's ERP and identifies the types of training needed. • Description of Training Courses – Provides a brief synopsis of the individual training courses, topics to be presented, prerequisites, timing, etc. • Training Facilities – Discusses the facilities, equipment, and forms, needed to execute, and manage the training program. • Training Schedule – Presents a detailed schedule and calendar for the training program (train-the-trainer and final end-user training).
15	Training Material – by module (Deliverable)	Lead	Assist	CherryRoad will prepare Training Material for each module for the “train-the-trainer” training program which CherryRoad will execute. The City will work with the CherryRoad Training Material to prepare and execute all end-user training.

No	Deliverable	Vendor Role	City Role	Comments
16	Roll-Out Plan (Deliverable) (By Phase)	Lead	Assist	<p>The objectives of this document are to summarize the final implementation steps and provide a recommended strategy for providing post implementation support for the project after it is put into production on the Oracle Cloud. This includes the following sections:</p> <ul style="list-style-type: none"> • Implementation Checklist – which provides a final checklist of the remaining implementation activities as well as a contingency procedure in the event that cannot be brought live according to the current schedule. • Post-Implementation Support Strategy – which describes how support will be provided to users after production operation begins.
17	Completed Production System – By Phase (Milestone)	Lead	Assist	This milestone represents deliver of a completed Production database ready for go live, with all configurations and conversions.
18	Transition Plan – for each Phase (Deliverable)	Lead	Participate	<p>This document provides an outline of the post-implementation activities necessary to maintain the production system for all of the applications. In addition, it will provide the information necessary to facilitate the transition of these activities from CherryRoad to the City.</p> <p>The document will cover the following topics: Issue Identification and Resolution Procedures; System Administration; Oracle Support; Software Patches and Upgrades; Documentation on Modification and Interfaces; and final configurations.</p>
19	Completed Post Implementation Support – for each Phase (Milestone)	Lead	None	This milestone represents completion of the post-implementation support period.
20	Project Status Reports - weekly	Share	Share	CherryRoad will prepare a formal Project Status Report and conduct weekly status meetings with the CherryRoad and City Team and Leads.

As presented earlier in the Executive Summary, the following presents a phase/activity level project schedule. The milestones and deliverables included in CherryRoad's implementation methodology are presented earlier in this section. These will be finalized as part of the Statement of Work to be developed by CherryRoad and approved by the City.

CHERRYROAD IMPLEMENTATION SCHEDULE - GARDEN GROVE ERP/HCM/BUDGET																
	2018											2019				
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Phase I - ERP																
Planning & Discovery																
Solution Configuration and Prototyp(s)																
Solution Deployment and Testing																
Training & Implementation - Go-Live																
Production Support																
Quality Assurance																
Ongoing/Extended Support																
Phase II - HCM																
Planning & Discovery																
Solution Configuration and Prototyp(s)																
Solution Deployment and Testing																
Training & Implementation - Go-Live																
Production Support																
Quality Assurance																
Ongoing/Extended Support																

Disaster Recovery Plan

Vendor shall describe their disaster recovery services, if any, as part of their proposed solution. The City's disaster recovery plan utilizes a VMWare-based virtual stack (vmdk/Nimble/VEEAM/Exagrid). The proposed solution must be able to run in VMWare virtual server environment in order to comply with this plan.

Oracle has well-defined Service Continuity policies, as outlined in section 2 of the Oracle Cloud Enterprise Hosting and Delivery Policies. Please refer the following document for details:

<http://www.oracle.com/us/corporate/contracts/ocloud-hosting-delivery-policies-3089853.pdf>

Oracle Cloud Services High Availability Strategy – Oracle deploys the Oracle Cloud Services on resilient computing infrastructure designed to maintain service availability and continuity in the case of an incident affecting the services. Data centers retained by Oracle to host Oracle Cloud Services have component and power redundancy with backup generators in place, and Oracle may incorporate redundancy in one or more layers including network infrastructure, program servers, database servers, and/or storage.

Oracle Cloud Services Backup Strategy – Oracle periodically makes backups of Your production data in the Oracle Cloud Services for Oracle's sole use to minimize data loss in the event of an incident. Backups are stored at the primary site used to provide the Oracle Cloud Services, and may also be stored at an alternate location for retention purposes. A backup is typically retained online or

offline for a period of at least 60 days after the date that the backup is made. Oracle typically does not update, insert, delete, or restore Your data on Your behalf. However, on an exception basis and subject to written approval and additional fees, Oracle may assist You to restore data which You may have lost as a result of Your own actions.

Disaster Recovery – Disaster Recovery (DR) services for Oracle SaaS Public Cloud Services are intended to provide service restoration capability in the event of a major disaster, as declared by Oracle. Oracle will determine whether an event constitutes a disaster requiring the execution of the DR plan for the affected service. Customer data is replicated in physically separate facilities in order to restore full services in the event of a disaster at a primary site.

On-going Services

See the ‘Oracle Cloud Support Policy’ beginning on p. 27 for a detailed discussion of Oracle’s ongoing support services. CherryRoad’s extended support services are described in Attachment D.

Knowledge Transfer

The transfer of knowledge to the client is an explicit objective addressed by our project methodology and assumed in our project approach for the City’s ERP project. A system implementation project cannot achieve complete success unless the user community and the client’s IS organization is able to assume full responsibility for the new system and provide effective administration and support for it.

Under our methodology, knowledge transfer is accomplished in six fundamental ways:

- **Formal Training** – for the entire user community (casual and regular users as well as IT staff).
- **Informal Training** – through one-on-one working sessions with users, regular briefings, and continued communications with management, and through extended user support.
- **User Communications Program** – that create awareness of the project and informs all users of project progress.
- **Assignment of City Staff** – to Appropriate Project Tasks - and their planned and active participation in key areas throughout the project.
- **Maintenance of a Project Library and Training Database** – with all project documentation, designs, issue papers and the like developed during the course of the project.
- **Transition Plan Deliverable** – which represents a comprehensive transition document delivered to City staff.

Formal Training

Training is provided at key points throughout the project covering functional, technical, and procedural aspects of the system. While CherryRoad will design and deliver a comprehensive, customized, and formal training program, CherryRoad believes in the concept of “continuous training” throughout the project. This implies that key users who actively participate in the analysis stages of the project will receive formal and informal training throughout the project. Specifically, CherryRoad will conduct formal training for key users during various stages of the project to facilitate knowledge transfer and to allow users “to come up the learning curve” gradually.

Some of the formal training conducted includes:

- **Foundation Team Training** – conducted at the start of the project to provide an overview of the new software, key concepts, etc.
- **SME/Train-the-Trainer Training** – where CherryRoad will conduct a comprehensive customized training program for City trainers and develop a permanent training database for continued long-term use.
- **Acceptance Test Training** – where CherryRoad will train users who will be conducting City's acceptance test.
- **Transition Training** – informal training conduct at the end of the project to assist IS staff in assuming operational responsibilities for the new system.

Formal training is a critical component of our knowledge transfer approach and has been incorporated into our project plan accordingly.

Informal Training

Often on projects like this, informal, one-on-one training between CherryRoad analysts and key users is an effective way to facilitate knowledge transfer. This type of training can encompass a review of a particular functional component of a module with a single user to a group session where users are prototyping specific modules. Such informal training and knowledge transfer will occur throughout the project phases.

In addition, we have proposed a significant level of user support to assist City during the first few critical months of live operations. The objective of this support is to work cooperatively with personnel assigned by the City so that they can learn and build confidence by doing while still having the availability of CherryRoad support personnel if needed.

User Communications Program

Creating awareness of City's ERP project early in the system lifecycle and then, sustaining that awareness through regular communications and progress reports is an important mechanism to build acceptance for the new system. These communication programs can also be an effective vehicle for knowledge transfer, from the Project Team to schools, other City administrators and executives who may not be involved with the day-to-day aspects of the project.

For example:

- A regular ERP Newsletter that has wide distribution can be used to convey the scope of the new system, its benefits, impact on operations, schedule, etc. A Q & A column can also provide useful information and surface potential problems.
- Technical Bulletins can be used to inform the project team about key technical issues and decisions.
- Training Bulletins can be used to notify users in remote locations about upcoming training courses and sign-up procedures.

In these ways, an effective User Communications Program can significantly supplement other knowledge transfer activities.

Assignment of City Staff

Mere training, however, is rarely sufficient to ensure the skill level necessary to effectively perform activities such as systems administration, user support, or system maintenance on an independent basis. Assisted on-the-job training is required to allow classroom training to “sink-in.” CherryRoad believes that active participation on the project is necessary by City staff to fully facilitate the knowledge transfer process over the project timeframe.

By participating in the analysis and decision-making process of the project, City staff team members learn why the system was configured and implemented in the way it was and not simply how it was set-up. This knowledge greatly improves City’s ability to assume “ownership” and support roles once the system is live. With this perspective, City staff are able to respond to new issues and requirements which emerge and they can continue the evolution of the system.

CherryRoad has assumed and accommodated City staff in all major areas of the project to facilitate this type of knowledge transfer.

Maintenance of a Project Library

Finally, while formal training and on-the-job training produce qualified staff, they need a documentation and design repository which describes and preserves the design, policies, procedures, and guidelines associated with the new system. These materials provide a foundation for researching and resolving design and operational issues in the present and they perpetuate knowledge transfer for staff who become involved in the future.

Throughout the project, CherryRoad will maintain and preserve project documentation in a project library that can be accessed by all authorized users and the project team. This includes:

- Design documents
- Issue papers
- User documentation
- Project deliverables
- Training material
- System documentation

When we turnover the system to City, we will inventory and review these materials with City to ensure that City’s maintenance and support staff are aware of the library materials which will be critical for future administration, support, and maintenance of the system.

Transition Plan Deliverable

The CherryRoad methodology specifically acknowledges the needs to formally transition operations and support to City after completion of the project. We develop and deliver a Transition Plan as a formal deliverable of the project that contains all pertinent information related to:

- **Technical Information** – with respect to releases, patch levels, directories, databases, and other software related information
- **Oracle Support Information** – that provides documentation on the Oracle Support program, how to contact Oracle for support, how to report problems, on-line downloading of patches, etc.
- **Training Environment** – that describes how the training environment is to be used and maintained
- **Project Libraries and Documentation** – that identifies and classifies all project documentation and libraries.

The following table summarizes the knowledge-transfer opportunities and techniques CherryRoad will use over the life of the project to ensure City staff are capable of supporting the system after production.

Knowledge Transfer Opportunity & Content	Recommended Participants	When	After this opportunity, the target audience should have skills needed to:	Number of Participants	Functional or technical?
Formal Training	Core Users End users	Training Phase	Use each of the Oracle applications for the daily work	All users and Core team	Both
Informal User Training	Core users, SME's	Entire project	Become more familiar and comfortable with entire system	N/A	Functional
Informal Technical Training	IT staff	Provisioning, Dev. Of Interfaces and Conversion	Familiar with Oracle installation, tools, how to resolve problems, apply patches, use API's, and develop complex Oracle interface programs	2-3	Technical
User Communications Program	All affected personnel	Entire project	To become aware of project progress, training schedules and locations and in general, an awareness of project goals and objectives	All users	Functional
Assignment of City Staff to Project	Core Users, SMEs, IS staff	Entire project	By participating, City staff team members learn <u>why</u> the system was configured and implemented in the way it was and not simply <u>how</u> it was set-up. This knowledge greatly improves the City' ability to assume "ownership."	Core team	Both

Knowledge Transfer Opportunity & Content	Recommended Participants	When	After this opportunity, the target audience should have skills needed to:	Number of Participants	Functional or technical?
Maintenance of Project Library	All affected personnel	Entire project	A documentation and design repository which describes and preserves the design, policies, procedures, and guidelines associated with the new system provides a foundation for researching and resolving design and operational issues in the present and they perpetuate knowledge transfer for staff who become involved in the future.	N/A	Both
Transition Plan	Core users and IS staff	During Post Impel. Support	Manage and maintain both functional and technical aspects of the new system	As needed	Both

For Vendors who are proposing a hosted or SaaS options, please describe:

- *The application administration, management, and support*

End-User Configurations (i.e. Personalizations)

Oracle Cloud Applications has a unique architecture that allows the application to be configured quickly and easily. Oracle Cloud Application's integrated configuration capability is achieved via a unique layered architecture. This allows for maximum flexibility while preserving your configurations through upgrades. Organizations may configure the Oracle Cloud Applications to match their business practices while individual users can personalize their experience to maximize individual productivity. This includes:

- Oracle User-Defined Fields – allow you to add user defined fields to your Oracle Cloud Application quickly, easily and without coding. These customizable fields are a part of the Oracle Cloud Application architecture and you can make use of them to capture more information as required by your business models and processes.
- User Interface – Oracle Cloud Applications also provide organizations with the ability to tailor the look and feel of the application to suit their needs. Some of the available configurations include the ability to hide, enable, reorder, rename, and highlight the elements of the application. Oracle Cloud Applications offer two types of “tailoring:” one that is controlled and mandated by the organization, and another that allows individuals to personalize the applications to their requirements. In both cases, organizations can use an Oracle tool that is part of Oracle Cloud Applications to make these configurations quickly and easily. The layering architecture of Oracle Cloud Applications ensures that configurations are protected through upgrades.

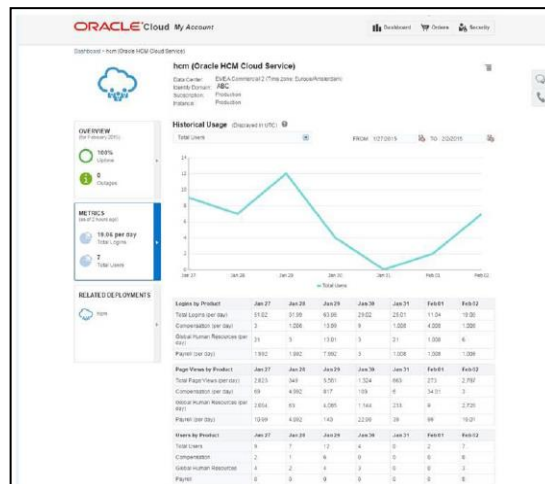
Compliance Management Tools

The proposed solution is for a SaaS deployment. Oracle Cloud Services operate under Policies which are aligned with the ISO/IEC 27002 Code of Practice for information security controls, from which a comprehensive set of controls are selected, as described by ISO/IEC 27001.

System Health and Diagnostic Tools

The proposed solution is for a SaaS deployment. Oracle Cloud applications are 100 percent SaaS, providing capabilities customers expect out of SaaS applications including lower TCO, with no hardware to purchase or software to manage and automatic upgrades and rapid feature advancement. Operational tasks such as installation, patches, ongoing maintenance, upgrades, monitoring, and backup and recovery are managed by Oracle Cloud Operations and those costs are included as part of the subscription costs.

As part of the Oracle Cloud offering, Oracle provides Customer Support for the Cloud Service through the Cloud Customer Support Portal designated for that Cloud Service. The Oracle Cloud Customer Portal would provide the City with a number of different cloud management functions ranging from the real-time monitoring of the uptime and performance metrics of your cloud service to managing your subscription and notifications. All relevant service notifications and alerts are posted on this portal.



Online Help and Tutorials

Oracle Cloud Documentation provides documentation, tutorials, and videos so that you can learn about Oracle Cloud services. You can find all of these resources and more on the Oracle Help Center at: <http://docs.oracle.com/cloud/latest/index.html?tab=2>.

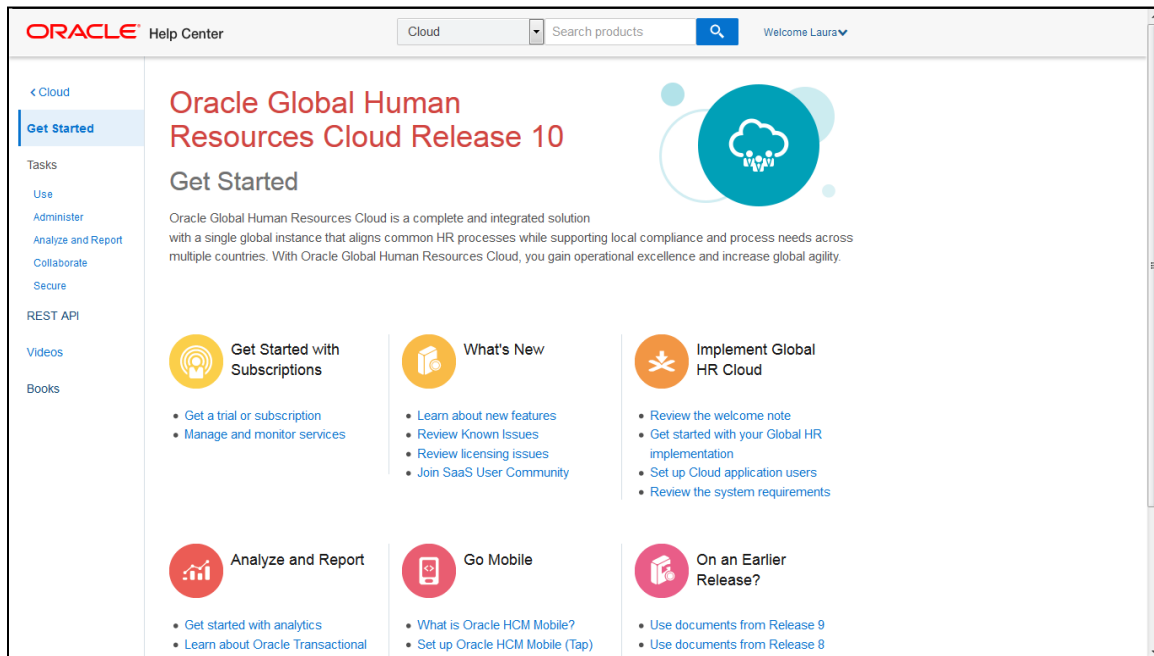


FIGURE 1: ORACLE GLOBAL HUMAN RESOURCES CLOUD RELEASE 10


Applications Help

Applications Help delivers many types of help content including: examples, FAQs, glossary terms, help topics, PDF guides, and videos, and is fully integrated into the application.

- Examples can provide:
 - Real use cases to illustrate how and when to do something
 - Scenarios to explain abstract concepts
 - Worked examples show exactly what you do to achieve a specific result. They emphasize decisions that you make and values that you enter.
- FAQs, or frequently asked questions, provide brief answers to questions that you might have about a task or page. For example, they can explain:
 - What a term means
 - Why something happened
 - How you can perform an action
 - What happens if you perform the action
- Glossary terms provide definitions for words or phrases used in help content. When you read help and see terms underlined with dots, you can hover over the term to see its definition.
- Help topics can:
 - Explain key concepts
 - Tell you the steps to follow to perform tasks
 - Help you make decisions by explaining points to consider or describing the options you have
 - Show you how application components work together
 - Provide reference, overview, and other information

- PDF guides provide information in a book format. The guides in Applications Help contain content that you usually can't find in other help types.
- Videos, or tutorials, show you how to complete a short task or part of a task. Videos can also give you an overview of complex dashboards and work areas.

Applications Help works without you having to set anything up. You can do the optional setup, mainly if you want to customize help. You can review the predefined help and see if you want to add or customize any content. You can also customize help text that appears on the page, for example hints, and users with the appropriate roles can customize predefined help or add their own files to help.

Use the help icon  to access Oracle Applications Help in the application. You can also access Oracle Applications Help at <https://fusionhelp.oracle.com>.

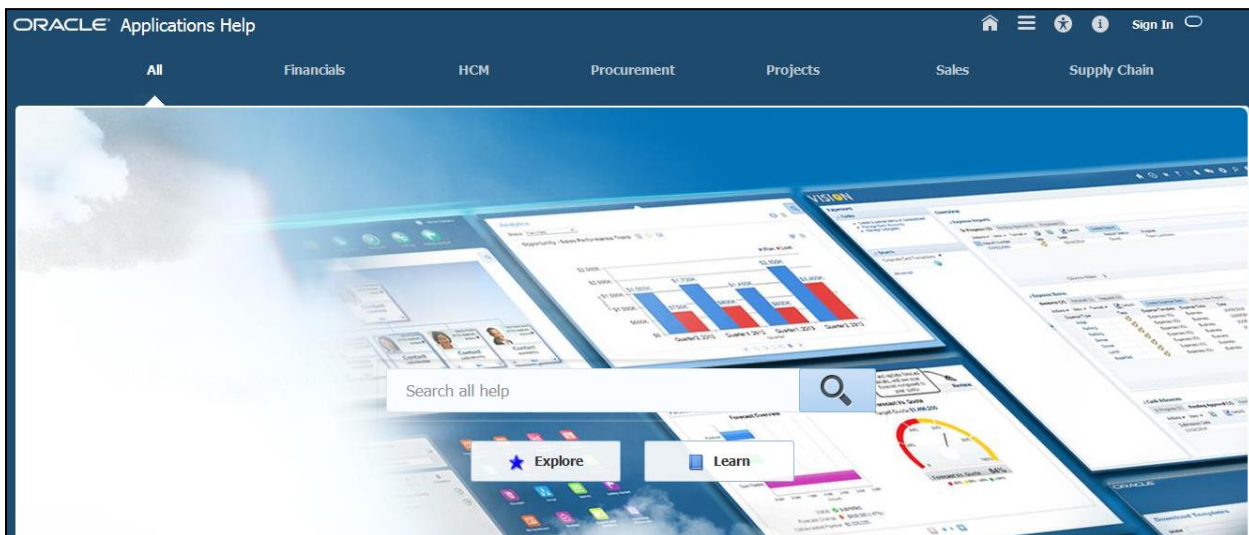


FIGURE 2: APPLICATION HELP

My Oracle Support

My Oracle Support is Oracle's one-stop online technical support portal that offers a wealth of resources for Oracle customers and allows you to search knowledge, participate in communities, log/track service requests, sign up for alerts, view product health recommendations, take advantage of Oracle Maintenance and Upgrade Advisors, and much, much more.

Oracle Applications Customer Connect

Oracle Applications Customer Connect is a community gathering place for collaboration spanning several solutions. Whether you are looking for the latest release information for Human Capital Management solutions, upcoming events related to Enterprise Resource Planning, answers to use-case questions specific to Supply Chain Management, or executive messaging on Customer Experience, our community is your one-stop-shop. It includes:

- **Peer-to-Peer Support** – We know that our customers expect to find the answers they need quickly and easily, share each other's experiences, and work with peers to solve problems and gain efficiencies. We have made it easy to do just that. Visit the community discussion forums to pose questions, explore ideas, and discuss Oracle Applications – help each other resolve issues by sharing unique insights and experiences.
- **Be the First to Know** – Be the first to know about upcoming events that showcase new release functionality, industry and solution best practices, strategies for your business, and more. Learn about maintenance windows, upgrades, and other important information through news and announcements. Stay abreast of all community activity by subscribing to one or more content areas, and easily update your subscription preferences as your needs and interests change over time.
- **Connect with Oracle Experts** – Tap directly into the expertise of Oracle employees by connecting with a business area owner or product experts through forums to explore product functionality and best practices. Take advantage of numerous learning opportunities offered directly through the community or Oracle University, and then choose the option that best fits your schedule and needs. Get connected to instructor led classroom experiences, interactive live virtual courses, self-paced training on demand, and self-study courses.
- **Executive Insights** – Missed Oracle OpenWorld or other events? Watch keynotes and session highlights on demand directly from the community at your convenience. Follow tweets from our executives and product area experts. Become part of the conversation.
- **Be Heard** – You are an integral part of the Oracle brand. We value your insights and want to hear what you have to say. Share your expertise and let your passion help drive the future of Oracle Applications.
- **Join the Conversation** – The Oracle Applications Customer Connect community is a private community, exclusive to Oracle Applications customers and the Oracle resources that you trust and value. Talk to your Account Manager about membership and join the conversation today.

• *Hosting services*

100% SaaS Solution

The proposed solution is for a SaaS deployment. Oracle Cloud applications are 100% SaaS, providing capabilities customers expect out of SaaS applications including lower TCO, with no hardware to purchase or software to manage and automatic upgrades and rapid feature advancement. Operational tasks such as installation, patches, ongoing maintenance, upgrades, monitoring, and backup and recovery are managed by Oracle Cloud Operations and those costs are included as part of the subscription costs. Painless upgrades and frequent enhancements are automatically delivered at the rate of two per year keeping customers current with all other cloud users.

Oracle performs changes to Cloud hardware infrastructure, operating software, product software, and supporting application software to maintain operational stability, availability, security, performance, and currency of the Oracle Cloud Services. Oracle follows formal change management procedures which include the management of regular and ongoing application upgrades and updates, coordinated customer specific changes where required, and system and service maintenance. Oracle requires that the software versions of Oracle Cloud Services be kept current with the versions that Oracle designates as generally available to its commercial customers.

Broad Network Access

Oracle Cloud applications are accessible via the most common Internet browsers such as Chrome, Microsoft Internet Explorer, Safari, and Firefox. Browser support is available at: <http://www.oracle.com/us/products/system-requirements/overview/index.html>.

Oracle Cloud applications also offer anytime, anywhere access to users via mobile device. Oracle Cloud applications provide mobile capabilities to users in a number of ways.

- Oracle Cloud applications are accessible via a web browser, thus users can utilize their mobile devices to access any part of the Oracle Cloud applications. Oracle Cloud applications provide a simplified UI design for the casual user, allowing them to easily navigate to the functions they need to access. Simplified UI screens are minimalistic in nature and are suitable for mobile device access, however further drill down into more detailed, transactional screens is also available on mobile devices. Oracle Cloud applications can be run on any type of mobile device, such as iOS and Android.
- In addition, Oracle Cloud applications also include native applications for popular mobile devices such as iPhone, iPad, and Android devices. Users get powerful functionality and insight, optimized for their specific device. For example, HCM Cloud Mobile is a native iPad and Android application which provides users key functionalities to remain productive and to keep business moving, even when away from the desk.

Resource Pooling

Oracle Cloud applications leverage the next generation tenancy model which we refer to as 'Advanced Virtualized Tenancy'. In this model, each customer accesses their own private database instance, not a database shared with other cloud customers. Our customers still enjoy the advantages and benefits of the cloud in terms of broad network access, hardware resource pooling for unlimited performance and rapid elasticity for unexpected demand. Oracle engineered its Cloud on its own highly performance hardware and leading technology, offering the best possible performance and security controlled environment.

The benefits of this approach, apart from securing the customer's data are:

- Virtualized segregation of your data so that only you can access them.
- The possibility to upgrade when convenient for the customer (for instance if you're on an intense recruitment campaign, you can request a delay of the upgrade).
- With virtualization, Oracle is able to scale the resources allocated to each customer individually. Oracle monitors the resources with Enterprise Manager and is thus able to adapt allocated resources. For instance, if you plan to bulk upload data, add more users, or manage more employees after a merge and acquisition.

Rapid Elasticity

Oracle's Cloud Services are architected from the ground up to serve the needs of large enterprises. Our elastic cloud architecture supports independent scaling at each of 3 tiers: Web, Application, and Database. Our provisioning and load balancing processes dynamically add additional resources based on current and anticipated usage, allowing us to meet our customers changing resource needs.

Additionally, Oracle Cloud Services maintains a redundant and resilient infrastructure designed to maintain high levels of availability and to recover services in the event of a significant disaster or disruption. Oracle designs its cloud services using principles of redundancy and fault-tolerance with a goal of fault-tolerance of a single node hardware failure.

Measured Service

Oracle Cloud Applications are offered through simple, subscription-based pricing ensuring lower initial costs, deployment on preconfigured environments, and faster time to benefit. Since the proposed solution is consumed as a subscription-based service, there is no software license or hardware to purchase and manage.

- *Development services*

Oracle Cloud Applications has a unique architecture that allows the application to be configured quickly and easily. Oracle Cloud Application's integrated configuration capability is achieved via a unique layered architecture. This allows for maximum flexibility while preserving your configurations through upgrades. Organizations may configure the Oracle Cloud Applications to match their business practices while individual users can personalize their experience to maximize individual productivity. This includes:

- **Oracle User-Defined Fields** – Allow you to add user defined fields to your Oracle Cloud Application quickly, easily and without coding. These customizable fields are a part of the Oracle Cloud Application architecture and you can make use of them to capture more information as required by your business models and processes.
- **User Interface** – Oracle Cloud Applications also provide organizations with the ability to tailor the look and feel of the application to suit their needs. Some of the available configurations include the ability to hide, enable, reorder, rename, and highlight the elements of the application. Oracle Cloud Applications offer two types of "tailoring:" one that is controlled and mandated by the organization, and another that allows individuals to personalize the applications to their requirements. In both cases, organizations can use an Oracle tool that is part of Oracle Cloud Applications to make these configurations quickly and easily. The layering architecture of Oracle Cloud Applications ensures that configurations are protected through upgrades.

Keep in mind that according to SaaS model, Oracle doesn't provide development environment because our solution is designed to be fully configurable.

To add additional functionality, The City could decide to invest in the Oracle Platform as a Service (PaaS) tool such as Application Builder Cloud Service or Process Cloud Service.

The Oracle PaaS provides an enterprise-grade platform to develop and deploy business applications in the cloud. With Oracle PaaS, businesses can maximize productivity with instant access to Cloud environments that support any Java EE application, complete with integrated security and database access.

It allows businesses to reap all the benefits of Platform as a Service including subscription-based, self-service access to reliable, scalable, and elastic Cloud environments.

- *Help Desk services (via telephone, web portal, email, etc.)*

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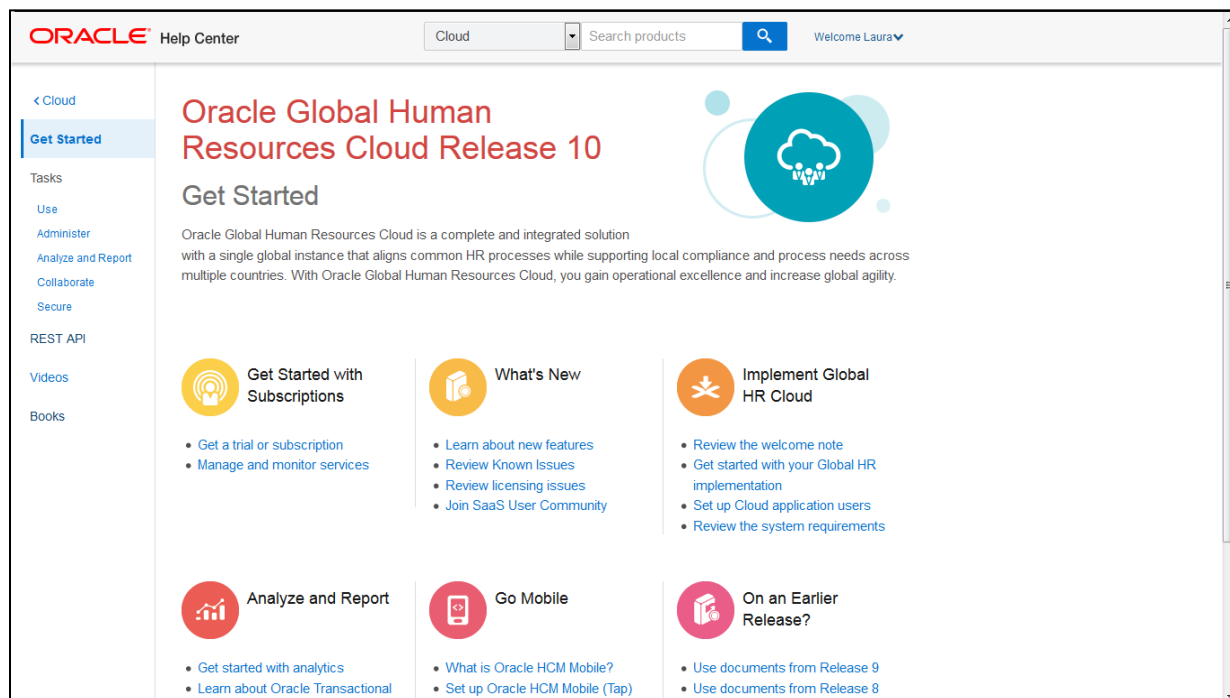


FIGURE 3: ORACLE GLOBAL HUMAN RESOURCES CLOUD RELEASE 10


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- Examples can provide:
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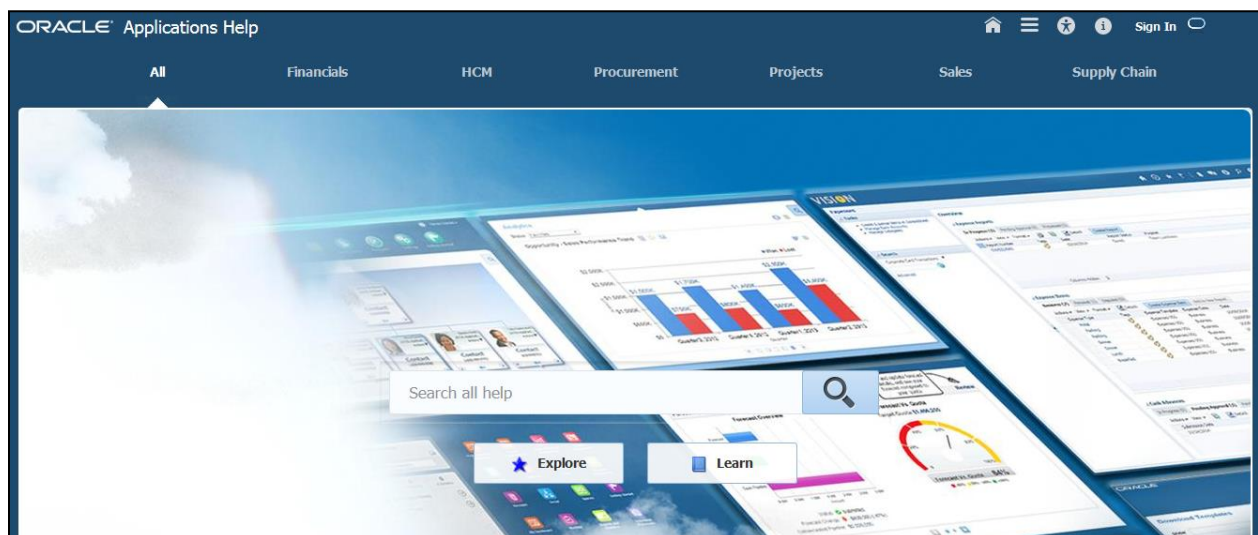


FIGURE 4: APPLICATION HELP

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- **Be the First to Know** – Be the first to know about upcoming events that showcase new release functionality, industry and solution best practices, strategies for your business, and more. Learn about maintenance windows, upgrades, and other important information through news and announcements. Stay abreast of all community activity by subscribing to one or more content areas, and easily update your subscription preferences as your needs and interests change over time.
- **Connect with Oracle Experts** – Tap directly into the expertise of Oracle employees by connecting with a business area owner or product experts through forums to explore product functionality and best practices. Take advantage of numerous learning opportunities offered directly through the community or Oracle University, and then choose the option that best fits your schedule and needs. Get connected to instructor led classroom experiences, interactive live virtual courses, self-paced training on demand, and self-study courses.
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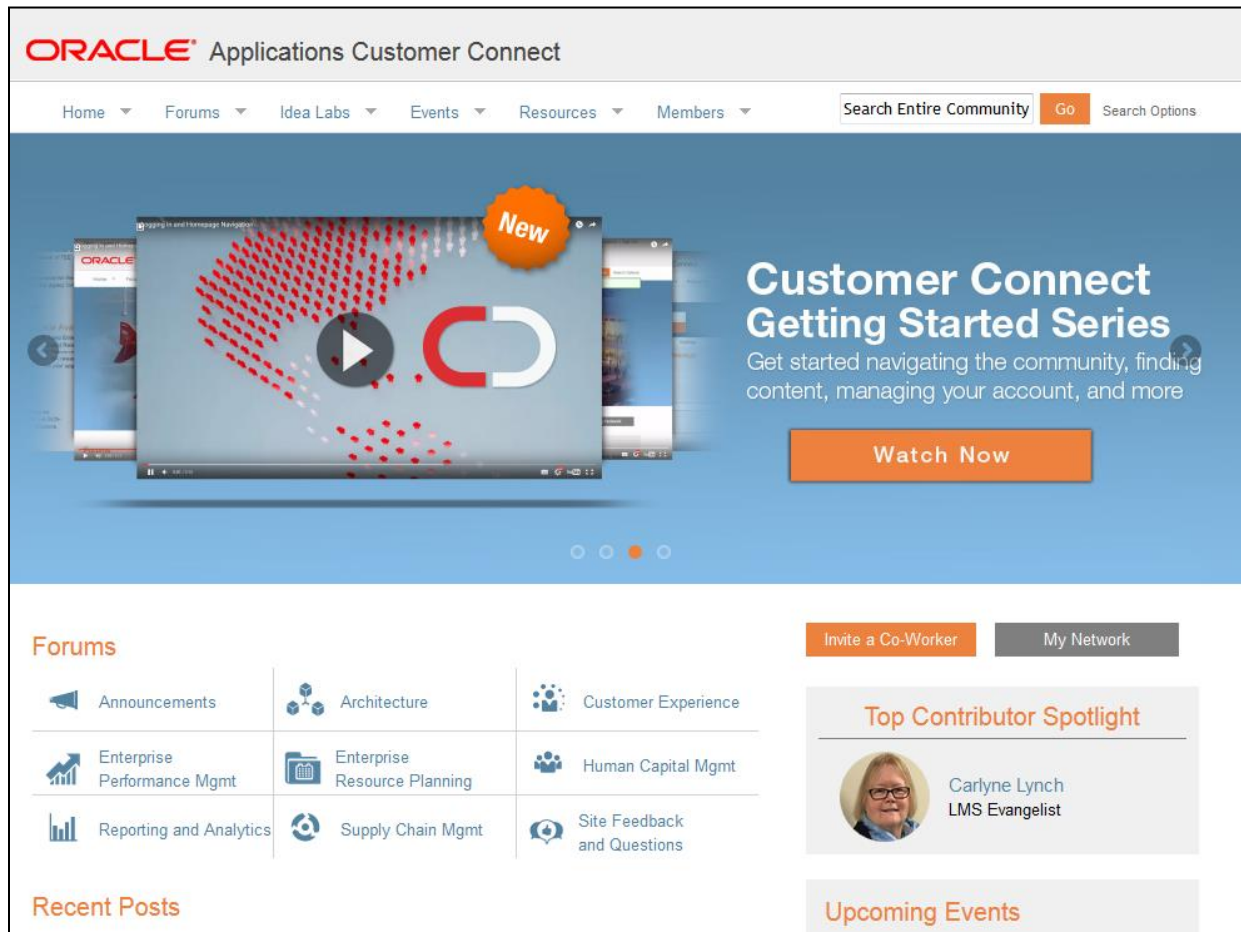


FIGURE 5: ORACLE APPLICATIONS CUSTOMER CONNECT

- *System security administration*

Built with security in mind, Oracle Cloud applications offer a robust security model that encompasses industry standards, regulatory requirements, industry best practices, and leverages the security capabilities of the Oracle database.

Oracle takes a holistic approach to application and data security. Oracle's unique Advanced Virtual Tenancy architecture allows for complete data isolation, ensuring your data is not co-mingled with that of other customers. By leveraging Oracle technology, the Oracle Cloud ensures protection of sensitive data, such as Personally Identifiable Information (PII) and other sensitive information. Additionally, Oracle's Data Centers adhere to industry best practices and submit to industry certifications such as the SSAE 16 (Statement on Standards for Attestation Engagements), which reports on the controls in place at a service organization.

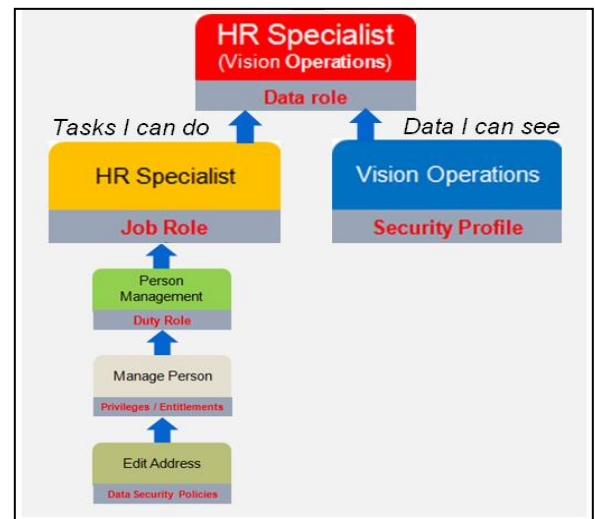
Application-Level Security

The application-level security features offered by the Oracle Cloud reduce compliance risk and enforce access policies. All interaction with the database is accomplished via the delivered tools, so no direct connection to the underlying database is required or allowed.

Oracle Cloud leverages the security principle of least privilege using the industry best practice of Role Based Access Control (RBAC). Using RBAC, application administrators control access to application functions and data (create, read, update, delete), ensuring that a given user only sees systems functions and rows of data pertinent to his/her job.

The approach grants access to content based on abstract, job duty and data roles.

- **Job Role:** Defines the job that a person is hired to do, for example HR Specialist, Lawyer, etc.; Job roles are decomposed into their constituent duties and are provisioned to a user.
- **Duty Role:** Defines a logical grouping of tasks that a user with a particular job must perform, for example, Manage Person duty. Duties should be recognizable as a line on a job description.
- **Abstract Role:** Associated with a user irrespective of their job and duty roles, for example, Employee, Contractor, etc.



Data roles allow users access to the data needed to do their job, for example, business units may be used by HCM Cloud to implement data security to limit the records of employees within a business unit. You can define Security Profiles in HCM data roles to identify the data that users with those roles can access, including by Organization, Position, Person, etc.

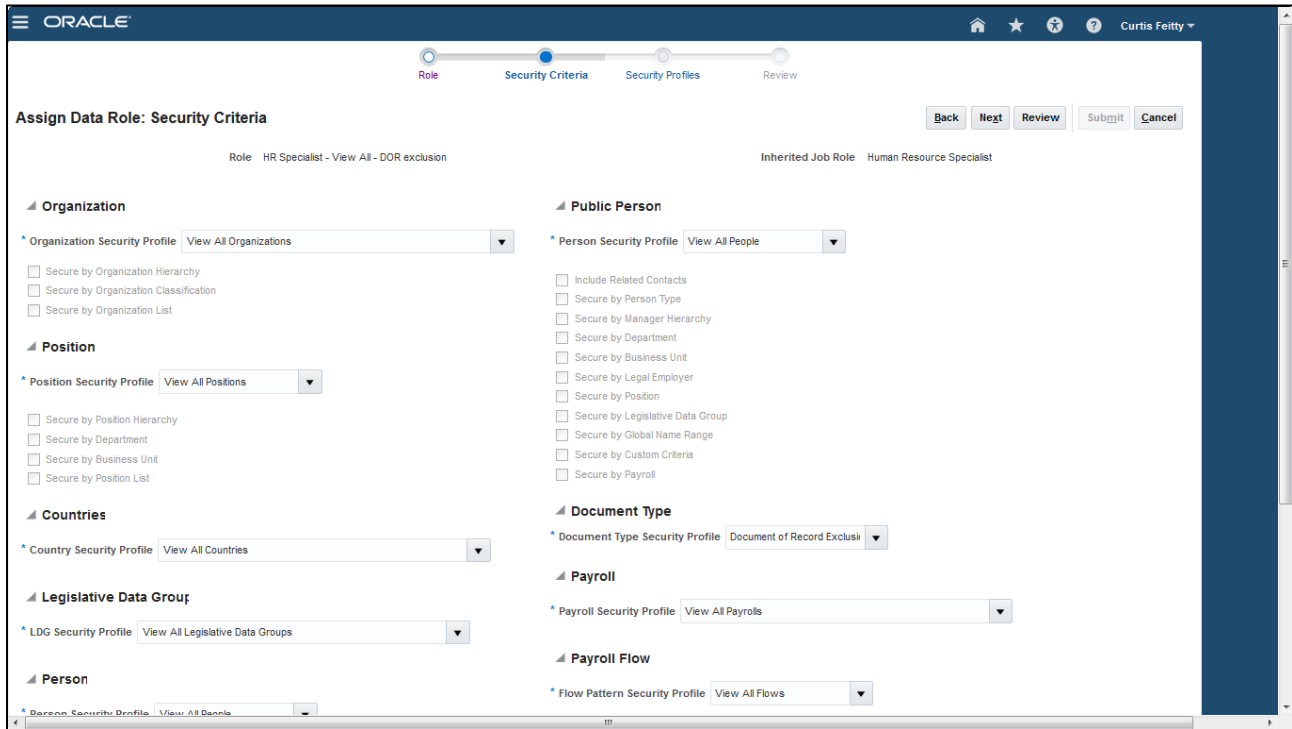


FIGURE 6: YOU INCLUDE SECURITY PROFILES IN HCM DATA ROLES TO IDENTIFY THE DATA THAT USERS WITH THOSE ROLES CAN ACCESS

Roles can also be setup to 'AutoProvision' – i.e. mapping rules can be invoked automatically when a user hires or transfers into a specific position. Using RBAC greatly simplifies the process of adding users or changing a user's department or organization. It also increases security by ensuring that one central location and method is used to quickly and easily grant/revoke access to corporate applications.

- *Configuration management*

Oracle Cloud Applications has a unique architecture that allows the application to be configured quickly and easily. Oracle Cloud Application's configuration capability is achieved via a unique layered architecture. This allows for maximum flexibility while preserving your configurations through upgrades. Organizations may configure the Oracle Cloud Applications to match their business practices while individual users can personalize their experience to maximize individual productivity. This includes:

- **Oracle User-Defined Fields** – Allow you to add user defined fields to your Oracle Cloud Application quickly, easily and without coding. These customizable fields are a part of the Oracle Cloud Application architecture and you can make use of them to capture more information as required by your business models and processes.
- **User Interface** – Oracle Cloud Applications also provide organizations with the ability to tailor the look and feel of the application to suit their needs. Some of the available configurations include the ability to hide, enable, reorder, rename, and highlight the elements of the application. Oracle Cloud Applications offer two types of "tailoring": one that is controlled and mandated by the organization, and another that allows individuals to personalize the applications to their requirements. In both

cases, organizations can use an Oracle tool that is part of Oracle Cloud Applications to make these configurations quickly and easily. The layering architecture of Oracle Cloud Applications ensures that configurations are protected through upgrades.

HCM Cloud leverages virtual sandboxes to deal with customizations made. A sandbox allows you to make user interface changes without affecting other users on the instance/site – all changes are stored in a metadata layer. To make customizations to the application artifacts, you need to first store them in an active sandbox. You can either create a sandbox or select an existing sandbox, and designate it as an active sandbox. The active sandbox holds the context for all the changes. The sandbox uses a database to store the actual changes. After testing your changes, you can publish the sandbox, or deploy the flexfield, and the changes are merged into the mainline metadata.

• *Release management*

Oracle requires all Cloud Services Customers to keep the software versions of the Oracle Cloud Services current with the software versions that Oracle designates as generally available (GA). Software updates will follow the release of every GA release and are required to maintain version currency. During an upgrade cycle, customers are notified that a new release is available. Customers can then select an upgrade slot through My Oracle Support that works in support of their business needs. Oracle offers a sizable window within which customers can select their upgrade slot. Customers can then remain on their current release (N-1) until their selected upgrade time; while at the same time, other customers are up-taking the latest release (N).

We perform upgrades to your environments approximately twice a year. We offer a four to six month upgrade window, so you can select an upgrade schedule that works for your business. Standard updates are applied to your environments on a predefined schedule – they are first applied to non-production environments and then to production environments two weeks later, depending on the type of update. This gives you time to test the updates, and identify and report any issues before the updates are applied to your production environment. If you need additional time to test the upgrade in your non-production environment, you can request additional testing time during the upgrade scheduling process.

Customers may use/implement the new functionality within the Cloud Services purchased as it is introduced. Each new release is preceded by a "Release Content Document" and a "What's New in Release NN Guide", amongst others, to provide the details about what is new and/or changed in the upcoming release. These documents will allow you to review the functionality and provide time for you to become familiar with changes. Where possible, Oracle allows you to control when the new feature is exposed to your end users. This allows you to upgrade first, and then manage the introduction and use of new features at a pace that works for you.

Oracle releases readiness documentation on upcoming new releases so customers can plan and prepare for upgrades. Documentation includes white papers, manuals, release content documents as well as videos or webcasts from Development. An example of a Release Readiness documentation may be found at: https://cloud.oracle.com/en_US/saasreadiness/erp?readinessRID=1445271675962.

Information is also available to customers via Oracle Applications Customer Connect, a portal for customers to interact with other cloud customers as well as Oracle. Oracle Applications Customer Connect is a community gathering place for collaboration spanning several solutions. Whether you are looking for the latest release information for Human Capital Management solutions, upcoming events, answers to use-case questions, or executive messaging, and our community is your one-stop-shop.

• *Access management*

Oracle supports an open standards-based Identity Management solution that enables Oracle Cloud customers to use their existing enterprise identities and credentials (stored in LDAP repositories) to gain SSO access to Oracle Cloud Services.

Oracle Cloud Applications can integrate with on-premise identity management platforms via SAML 2.0. Oracle supports Microsoft Active Directory Federation Servers (ADFS) 2.0 for authentication, as well as others listed below. An interface may be created to synchronize with Active Directory (AD) using the delivered integration tools and delivered REST services. Oracle Cloud applications do not currently utilize OAuth for authorization. REST APIs in Oracle Cloud Applications use the SAML 2.0 global server-side security policy. Oracle Cloud Applications support SSO via SAML 2.0 for customers that want to use their current LDAP repositories for authenticating their employees in Oracle Cloud. This simplifies Single Sign-On (SSO) to Oracle Cloud services by using their existing authentication methods and credentials, for all access established via web browsers or mobile devices. Customers who wish to implement two-factor authentication can utilize their on-premise IdM solution as an authentication mechanism, which can then pass a SAML assertion to the Cloud Applications.

Federated Identity Management

Oracle Cloud supports Federated SSO, an access method that supports Federated Identity using Security Assertion Markup Language (SAML) 2.0. The Oracle HCM Cloud acts as the Service Provider (SP). Customers must leverage their own on-premise Identity Provider (IdP).

The federation service is not enabled on Oracle Cloud Services, by default. Customers raise a standard Support Request (SR) to enable this service. The Single Sign-On (SSO) Enablement Service Request enables the Oracle Cloud Service to be part of the cross domain Single Sign-On (SSO). By enabling SSO for the Oracle Cloud Service, your users need to sign in only once and can access the service without having to remember a different password.

Oracle's Single Sign-On enablement policy and service fulfillment process varies based on Identity Provider (IdP) requested. IdPs fall into 3 categories: Preapproved, Supported, and Other.

- **Preapproved:** Your request is automatically approved and Oracle begins service fulfillment upon receipt of your Service Request (SR). Preapproved IdPs are listed below:
 - ADFS 2.0+
 - Oracle Identity Federation (OIF) 11g+
 - Oracle Access Management (OAM) 11gR2 PS3+
 - Shibboleth 2.4.0+
 - Ping Federate 6.0+
 - Ping One
 - Okta 6.0+
 - Microsoft Azure Active Directory (Azure AD)
 - IBM Tivoli Access Manager
- **Supported:** Your request is automatically approved. Oracle begins service fulfillment upon receipt of your request and verification that the setup fee has been paid as part of your Cloud Service subscription agreement. Contact your Oracle Sales Team if you need to add this service. List of supported federation servers:

- BigIP F5 APM
- CA Siteminder
- Centrify
- Entrust GetAccess
- Keystone
- NET IQ Access Manager
- One Login
- OpenAM
- Open SAML
- RSA FIM
- Salesforce
- SecureAuth
- SSO Easy Connect
- SURFContext
- SimpleSAMLPhp
- Symplified

• *System performance management*

The Oracle Cloud services have application, network, and system monitoring conducted by the Oracle Enterprise Manager Suite of tools. Customer monitor tools are not necessary. Oracle provides a customer portal where response time and other events can be viewed.

Oracle uses a variety of software tools to monitor the availability and performance of the Oracle Cloud production service as applicable and the operation of infrastructure and network components. Oracle does not monitor, or address deviations experienced by, any non-Oracle components used by You in the Services, such as non-Oracle applications.

Oracle monitors the hardware that supports the Oracle Cloud Services, and currently generates alerts for monitored network components, such as CPU, memory, storage, database, and other components. Oracle's Operations staff monitors alerts associated with deviations to Oracle defined thresholds, and follows standard operating procedures to investigate and resolve underlying issues.

• *Training support*

With each new release Oracle provides a "Release Content Document" and a "What's New in Release NN Guide," amongst others, to provide the details about what is new and/or changed in the upcoming release. These documents will allow you to review the functionality and provide time for you to become familiar with changes.

In addition, Oracle releases readiness documentation on upcoming new releases so customers can plan and prepare for upgrades. Documentation includes white papers, manuals, release content documents as well as videos or webcasts from Development. An example of a Release Readiness documentation may be found at:

https://cloud.oracle.com/en_US/saasreadiness/erp?readinessRID=1445271675962.

Oracle also offers ongoing training through Oracle University. Oracle University is the premier provider of training for Oracle technologies and products. We offer thousands of courses for learners around the world. Oracle University offers classroom, online training courses and certifications. Additional information can be found at: <http://education.oracle.com>.

• *Technical support*

My Oracle Support is Oracle's one-stop online technical support portal that offers a wealth of resources for Oracle customers and allows you to search knowledge, participate in communities, log/track service requests, sign up for alerts, view product health recommendations, take advantage of Oracle Maintenance and Upgrade Advisors, and much, much more.

• *Database support*

Database – The Oracle Cloud Services use the industry leading Oracle database engineered with Exadata hardware. The Oracle Cloud Service provides over 13,000 virtual machines, 70+ petabytes of storage, and 60.5 million transactions per day.

The Oracle Cloud applications do not have any limits on the database size or storage. Customers can transfer as much legacy data as needed.

• *Responsibilities which the Vendor would expect the City to perform*

The City's responsibilities for the Application are the same as if the application was on-premise, except that the City no longer needs to procure, configure, and administer the underlying application hardware for the application and database; nor create and destroy non production environments. The City will no longer have to plan for long and costly software upgrades. Those functions are now the responsibility of Oracle as the SaaS provider.

The City will still be required to configure the SaaS applications; a few examples are: exporting data from the legacy application so it can be transformed and imported into the SaaS application; configuring the base modules, configuring workflow, determining the reports that need to be generated, mapping security to existing job roles within the City, configuring necessary integrations to legacy and third-party applications. All these functions will be done in conjunction with the System Implementer.

b. Cost Worksheet – Appendix B

Costs for the Vendor's proposed solution should be submitted on the proposal Cost Worksheets appended to this RFP. As mentioned earlier, the City is open to an on premise, hosted or SaaS technical model.

If multiple solution options are proposed, please include a separate Cost Worksheet for each hosting/licensing model.

Vendors should provide a not-to-exceed pricing based on the functionality and scope of work described under Part II of this RFP.

To the extent possible, Vendors shall provide price information by module, including services. If this is not always possible, then the bundled pricing should at least be broken out by the separate components as listed under Part II of this RFP.

In the event the product or service is provided at no additional cost, the item should be noted as "no charge" or words to that effect.

In the event the product or service is not being included in the proposal, the item should be noted as "not included."

If software license fees are being proposed, Vendor should explain all factors that could affect license fees and make clear what type of licenses is offered for each price (named user, concurrent user, installed copies, site licenses, etc.)

CherryRoad Price Proposal

CherryRoad has completed all of the Appendix B – Cost Worksheet forms and are submitting those as required. We believe that we have offered the City very competitive pricing. While the software/SaaS fees are obviously a key element of the overall selection process, working with a partner who has the experience and expertise to successfully configure and implement the software to address the client's needs is critical to the ultimate success of the initiative. We believe that CherryRoad is that kind of partner.

Pricing Model

We have proposed a firm, fixed price solution. Our proposal anticipates that specific milestones and deliverables will be developed, as agreed to between CherryRoad and the City, with specific payment amounts associated with each milestone and deliverable. These milestones and deliverables will be included in the final project plan and schedule. As such, both CherryRoad and the City will be able to monitor and manage progress of the project toward successful completion. As milestones get accomplished and deliverables developed, CherryRoad will review each with the City. The City will accept each prior to invoicing by CherryRoad. To the extent that milestones or deliverables are not completed to the City's satisfaction, within the approval conditions identified within the contract, the City does not have to pay until steps have been taken to correct any deficiencies. Once accepted by the City, CherryRoad will invoice for payment of the completed and accepted milestone or deliverable.

This payment model provides the City with the maximum level of protection in that you do not pay for work until you have accepted the milestones and deliverables. Under a 'pay as you go' model based upon hours worked, the City could conceivably pay out considerable amounts of money without any measure of progress toward completion.

Price Hold Years 2-5

CherryRoad/Oracle are able to offer the City year-over-year price holds for years 2 through 5. Meaning, that the SaaS fees for years 2 through 5 will not increase at all over the first year SaaS fees.

Assumptions

The costs shown on the Pricing Spreadsheet are based on the following assumptions:

- CherryRoad has proposed a Cloud/SaaS solution to the City of Garden Grove. Thus, no on-premise server and related infrastructure hardware will be required. The City of Garden Grove is responsible for the procurement and proper functioning, maintenance and installation of all other workstations and related equipment, communications, and operating system software required to effectively connect to the Oracle Cloud/SaaS solution and any proposed third-party solutions. Peripheral equipment such as scanners, bar code readers, printers, etc. will be the responsibility of the City of Garden Grove.
- The general approach for the City of Garden Grove ERP System implementation assumes that the City of Garden Grove will adapt their business processes and use the delivered best practices, reports, and workflows to meet their needs. In this regard:
 - Costs for specific custom reports have not been included. The Oracle Cloud/SaaS application products come complete with a large number of standard reports for each module. It is assumed that any custom reports will be developed by the City of Garden Grove using the ad-hoc reporting tools available with the Oracle software. CherryRoad will provide training to the City of Garden Grove in the use of Oracle report development and workflow tools. In addition, CherryRoad has included 200 hours to support the development of custom reports and to support any the City of Garden Grove efforts in this area. Any custom report requirements will be identified in the Gap Analysis phase.
 - Oracle SaaS/Cloud applications come with standard workflows based on industry "best practices." These workflows can be configured to support the City of Garden Grove specific routing and approval needs and will address the majority of the City of Garden Grove requirements for workflow. Custom developed workflows are not permitted with SaaS/Cloud applications.
 - If there are any unique workflow requirements that cannot be configured through standard delivered workflow configuration tools, the City of Garden Grove will change basic business processes as needed or use procedural workaround to use the standard workflows as delivered and configured.
- We have not included specific costs for any customizations/extensions that may be implied in the functional requirements. This is because:
 - It is our general belief that the vast majority of the functional requirements as stated in the RFP can be met using existing functionality and the flexibility of the Oracle SaaS applications.

- Customizations to the SaaS software are not permitted by Oracle.
- In many cases, “procedural work-arounds” using existing module capabilities or business process changes will allow for requirements to be met without customization.
- CherryRoad assumes that the City of Garden Grove will make available all required licensing for any PC-based software (Windows-7/8, MS Office, Explorer, etc.) based on the number of users desired throughout the City of Garden Grove.
- All costs shown in this section do not include any Use and Local Sales Tax which will be the responsibility of the City of Garden Grove.
- CherryRoad will implement the proposed SaaS solutions using a combination of on-site and remote staff as is typical for Cloud based implementations. This has been proposed to keep travel and related costs as economical as possible. We have included travel and related expenses in our costs that assume:
 - Two to three on-site staff resources available on-site Monday-Thursday or as scheduled.
 - Remaining Staff Resources who will be assigned full-time to the project but will be on-site as scheduled and needed based on project activities.

If the City of Garden Grove requires additional staff to be on-site on a full-time basis – our travel and related expenses will be increased.

- For all on-site work, the City of Garden Grove will provide the following space and facilities:
 - Project Space and Facilities – to accommodate three (3) CherryRoad Consultants
 - Desks
 - Chairs
 - Parking at project site
 - Conference/Meeting Rooms
 - Availability of two (2) conference rooms holding 8-10 people with white boards
 - Training Room – with PC/Workstations connected to Cloud applications to support up to 12 trainees
 - One (1) Data show projector for training and analysis
 - PC/Workstations
 - Three (3) PCs/Workstations for CherryRoad staff configured as follows:
 - Dual Core or better, 1GHz + processor
 - 2G of RAM
 - 100G Hard Drive
 - Network connectivity to the Oracle Cloud where software is installed
 - Network disk space for project files and documentation library
 - MS Office 2010+
 - MS Project – on Project Manager’s PC
 - Explorer/Safari/Chrome Browser
 - Internet Access
 - E-Mail internal and external
 - Office Supplies
 - Copying

- Telephone access including long distance for project purposes only
 - General office supplies for the project
- The City of Garden Grove will review all deliverables within five (5) working days. CherryRoad will continue working on subsequent steps as deliverables are being reviewed.
- CherryRoad has included all applicable discounts into our cost proposal. Any out-of-scope or additional services work requested of CherryRoad by the City will be billed at the following rates:
 - Work performed during 2017 – \$176/hr including expenses
 - Work performed during 2018 – \$180/hr including expenses
- The City of Garden Grove will assign other staff resources including Subject Matter Experts, technical staff, and other City personnel to support project efforts as described in our proposal. This includes but is not limited to:
 - **Project Management and Coordination** – The City of Garden Grove will designate an individual who will act as the City of Garden Grove Project Manager who will work with the CherryRoad team in scheduling interviews, facilitating completion of work efforts, coordinating meetings and training sessions, and resolving any City specific issues.
 - **User Resources/Subject Matter Experts** – The City of Garden Grove will provide user resources for key project tasks throughout the implementation process. This includes the following:
 - Subject Matter Experts (SMEs) and other needed user resources from the department to support and participate in the CherryRoad implementation efforts.
 - Core Users or Module Leads to participate in analysis and serve as key decision makers for their modules.
 - Active user participation and support during system prototyping.
 - City users will be responsible for conducting an Acceptance Test during each phase of the project.
 - City users will be responsible for all necessary data cleansing, manual conversion, and conversion reconciliation tasks with support from CherryRoad.
 - **Technical Resources** – The City will provide the following technical resources to support the CherryRoad project team:
 - Conversion – the City of Garden Grove will create all extract files (with the necessary data and in the appropriate format based on CherryRoad specifications) for automated conversion processes.
 - Interfaces – The City of Garden Grove will create all extract files (with the necessary data and in the appropriate format based on CherryRoad specifications) for automated interfaces with existing systems.
 - Installation – The City of Garden Grove will provide network and related support to CherryRoad during provisioning of the SaaS/Cloud software.
 - General Network and DBA Support – The City of Garden Grove will provide general Network and support to CherryRoad during the life of the project.



CherryRoad's completed Appendix B has been included on the USB flash drive. A supplemental worksheet is also provided on the USB flash drive which provides additional product pricing information.

c. Proposal Letter/Certificate of Acceptance – Appendix C

The Vendor must certify that it has examined and is fully familiar with all of the provisions of the RFP Documents and is satisfied that they are accurate; that it has carefully checked all the words and figures and all statements made in the Proposal Requirements; that it has satisfied itself with respect to other matters pertaining to the proposal which in any way affect the Work or the cost thereof. The Vendor must agree that the City will not be responsible for any errors or omissions in these RFP Documents.

Please find CherryRoad's Certificate of Acceptance – Appendix C following this cover page.

Appendix C

CITY OF GARDEN GROVE PROPOSAL REQUIREMENTS

PROPOSAL LETTER/CERTIFICATE OF ACCEPTANCE

PROPOSER NAME:

CherryRoad Technologies Inc.

SANDRA SEGAWA, PURCHASING AGENT
CITY OF GARDEN GROVE
11222 ACACIA PARKWAY
GARDEN GROVE, CALIFORNIA 92840

In response to the request to Provide ERP Solution and Related Implementation Services, we the undersigned hereby declare that we have carefully read and examined the RFP documents including the Scope of Work, and hereby propose to perform and complete the Work as required in the Contract.

This Contract is not exclusive. The CITY expressly reserves the right to contract for performance of services such as those described herein through other Contractors.

The undersigned agrees to supply the Scope of Work at the costs indicated in its cost proposal if its Proposal is accepted within 180 days from the date specified in the RFP for receipt of proposals.

The undersigned has reviewed the enclosed contract terms and conditions and agrees to accept all terms and conditions of the CITY's contract unless otherwise noted in the proposal response.

If recommended for Contract award, the undersigned agrees to execute a contract which will be prepared by the CITY for execution within 10 calendar days following Notification of Award. It is understood that the recommendation for contract award will not be placed on the agenda for consideration by the City Council until the CITY has received the executed contract. The CITY will fully execute the contract subject to resolution of Protest filings, if any, and approval by the City Council.

The undersigned will also deliver the necessary original Certificates of Insurance to the CITY

prior to the commencement of work. If services are authorized to commence prior to the execution of the Contract pursuant to a Notice to Proceed issued by the CITY, pending the execution of the Contract, the services shall be subject to the terms and conditions of the Scope of Work and the Contract.

Incorporated herein and made a part of this Proposal are the Response Data and Proposal Forms required by the Proposal Requirements.

The undersigned acknowledges receipt, understanding, and full consideration of the following Addenda to the RFP Documents:

Addenda No. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10

Proposer represents that the following person is authorized to negotiate on its behalf with the CITY in connection with this RFP:

<u>Jeremy Gulban</u>	<u>Chief Executive Officer</u>	<u>973-541-4278</u>
(Name)	(Title)	(Phone)

The undersigned certifies that it has examined and is fully familiar with all of the provisions of the RFP Documents and is satisfied that they are accurate; that it has carefully checked all the words and figures and all statements made in the Proposal Requirements; that it has satisfied itself with respect to other matters pertaining to the proposal which in any way affect the Work or the cost thereof. The undersigned hereby agrees that the CITY will not be responsible for any errors or omissions in these RFP Documents.

Proposer's Business Address 301 Gibraltar Drive, Suite 2C, Morris Plains, NJ 07950
and Telephone/Fax Numbers: 973-402-7802/ fax: 973-402-7808

BY:  08/08/2017
(Signature)

<u>Jeremy Gulban</u>	<u>Chief Executive Officer</u>
(Type or Print Name)	(Title)

JGulban@cherryroad.com
(Email Address)

d. Bidder/Contractor Statement Regarding Insurance – Appendix D

The Vendor must certify that it can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agree to name the City and its other agencies as additional insureds as per the agreement for the work specified and it will comply with the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, before commencing the performance of the work specified.

Please find CherryRoad's Contractor Statement Regarding Insurance – Appendix D following this cover page.

Appendix D

Bidder/Contractor Statement Regarding Insurance

Insurance requirements.

- 1.1 **COMMENCEMENT OF WORK.** CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.
- 1.2 **WORKERS COMPENSATION INSURANCE.** During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- 1.3 **INSURANCE AMOUNTS.** CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
 - (a) Commercial general liability in an amount of \$10,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
 - (b) Automobile liability in an amount of \$1,000,000.00 combined single limit (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
 - (c) Professional liability in an amount not less than \$1,000,000. Insurance companies must be admitted and licensed In California and have a Best's Guide Rating of A-, Class VII or better, as approved by the City. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the

agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 1.3 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 1.3 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.

**BIDDER/CONTRACTOR STATEMENT
REGARDING INSURANCE COVERAGE
(Submit with IFB/RFP Package)**

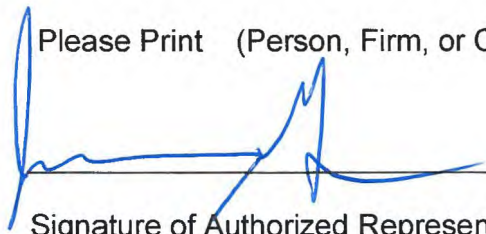
This signed document must be included with your bid package in order for your bid/proposal to be considered complete!

BIDDER/CONTRACTOR HEREBY CERTIFIES that he/she has reviewed and understands the insurance coverage requirements specified in Appendix D.

Should we/I be awarded the contract, we/I certify that we/I can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agree to name the City as per the agreement for the work specified and we/I will comply with the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, before commencing the performance of the work specified.

CherryRoad Technologies Inc.

Please Print (Person, Firm, or Corporation)



Signature of Authorized Representative

Jeremy Gulban, Chief Executive Officer

Please Print (Name & Title of Authorized Representative)

08/08/2017

973-541-4278

JGulban@cherryroad.com

Date

Phone Number

Email

Insurance Certificates and Endorsements will also be accepted via email and must be emailed to the following email address only: sandras@garden-grove.org . This is the

preferred and quickest method of submitting insurance certificates and endorsements.

Insurance Certificates and Endorsements can also be mailed to: City of Garden Grove
Attention: Sandra Segawa
Purchasing Division
11222 Acacia Parkway
Garden Grove, CA 92840

NOTE: All insurance certificates and endorsements must be received by the City of Garden Grove Purchasing Division within ten (10) City working days of the original request or the City reserves the right to proceed with the next lowest responsible bidder or the next highest scoring proposer in the process.

e. Company Profile – Appendix E

Under this section, Vendors shall complete the Company Profile Questionnaire referred to in Appendix C of this RFP. If subcontractors are being proposed, please complete a Company Profile Questionnaire for each subcontractor as well. The Questionnaire includes the following information:

- *Name, address, telephone and fax numbers, Federal Employer I.D. Number*
- *Number of years of experience your company has had in providing related, or equivalent services*
- *A list of all individuals who will be working on this project, indicating level/title, experience, and responsibility*
- *The names of California cities your company has worked with and what modules these California cities purchased*
- *The names of the California cities and the areas of the consulting project the consultant(s) who will be assigned to Garden Grove's contract have experience with/in*
- *The top three ERP systems by name your company has the most experience with*

Each vendor shall complete the "Appendix E - Company Profile" template. If multiple firms or sub-contractors are being proposed, please complete a questionnaire for each firm / sub-contractor company as well.

CherryRoad

Question	Answer
Organization name and corporate location.	CherryRoad Technologies Inc. 301 Gibraltar Drive, Suite 2C Morris Plains, NJ 07950 P: 973-402-7802 F: 973-402-7808 www.cherryroad.com
Role in proposed project.	Prime Contractor
What is your organization's primary business?	Enterprise Solutions, Oracle Fusion Implementation Services, Cloud Services, Application Support Services, Management Consulting, and Enterprise Architecture
Is your organization a subsidiary to a larger parent company? If so, whom? and for how long?	No
If your response to the above question is yes, then how long has your parent company been providing similar software solutions? How long does your parent company plan to support the software being proposed and if your parent company guarantees the supporting and maintaining of the proposed software solution?	N/A

Question	Answer			
Length of time your organization (not parent) has been in business providing this software solution.	35+ years			
Organization Ownership / Legal Form (For Corporation – State of Incorporation)	CherryRoad is a privately owned C corporation in the state of Florida.			
Number of employees:	U.S.	Worldwide		
• Total	209	0		
• Development	51	0		
• Product Support	63	0		
• Professional Services	56	0		
Office locations U.S.	Morris Plains, NJ Chicago, IL Sacramento, CA Boca Raton, FL			
Financial Strength Summary:	2013	2014	2015	2016
• Total Revenue	45.8m	40.4m	47.5m	56.2m
• License Revenue	0	0	0	0
• Services Revenue	45.8m	40.4m	47.5M	56.2m
• Maintenance Rev.	0	0	0	0
• Net Profit	<5.2m>	<2.0m>	.5m	.4m
• Proposed Solution R&D Spending	0	0	0	0

Please find Oracle's information and licensing numbers on the following page.

f. Resumes of Key Personnel - Appendix F

The City, in its assessment of the proposal, will place considerable emphasis on the commitment by the vendors to provide qualified personnel for the execution of the contract. The proposal format should be as follows:

- *Name and Role on Project*
- *Previous Project Assignments*
- *Years of Experience*
- *Education (including Degrees and Specialization)*
- *Other Experience Relevant to the Proposed Project*

Vendors shall complete the Resume of Key Personnel using the form provided. Please only include experience that is relevant to this project.

Provide a brief resume of key persons, specialists, and individual consultants that shall be assigned with the project. Copy the table below and complete it for each staff member that will be key to this project.

Key CherryRoad Resource & Proposed Role	Experience Summary
Rich Reed Client Manager	<p>Rich Reid leads CherryRoad's Cloud Services group. Rich has had a long career advising clients and managing the successful delivery of business applications in the cloud and on-premise. Over his career, Rich has been responsible for setting strategy, solutioning, management consulting, industry verticals, PMO, organizational change management and providing thought leadership to clients. He brings more than 26 years of experience in business applications and technology across a wide range of specialties including EPM, BI/Analytics, ERP, HCM, PMO and IT. Rich is excellent at managing client relationships as a trusted advisor. Rich has also been part of company executive teams and has previously lead delivery organizations and headed Strategy & Innovation.</p> <p>Rich has also played a key role in business development and marketing for the past 18 years. Responsible for many large accounts, Rich is excellent at managing client relationships and has deep knowledge of systems integration. He can cross technical and functional boundaries and has an innate ability to relate to client needs. Rich is very active in blogging, messaging, go-to-market strategy, key presentations and managing channel relationships. He graduated with a BA in Computer Science from Northern Illinois University.</p>

Key CherryRoad Resource & Proposed Role	Experience Summary
Joe Kor Project Manager	Joseph Kor, proposed project manager, is a seasoned ERP professional who has managed public sector implementations for more than 19 years. He has performed all phases of project management from strategic development and implementation to operations. Specializing in the public sector, he is PMP-certified and his list of recent projects include City of Boston – Environmental Services, MA; City of Las Vegas – Environmental Oversight Services, MA; LA Metropolitan Transit, CA; City of Oakland, CA; and Eastern Municipality Water District, CA
Brenda Morgart Financials Lead	Brenda Morgart, Financials Lead, brings more than 22 years of Oracle implementation and upgrade experience to the CherryRoad team. A CPA, she has in-depth knowledge of all Oracle Financial models, and specializes in the Public Sector. Recent projects include Family Health Network; Presbyterian Medical Services; University of Texas; and City of Philadelphia, PA
Tintu Jose HCM/Payroll Lead	Tintu Jose is proposed as the HCM/Payroll Lead. Offering more than 10 years Oracle HCM Cloud and E-Business implementation experience, he brings in-depth knowledge of all Oracle HCM modules. Recent projects include Exelon; Dell Inc., Gilead Sciences; and JP Morgan Chase.

Name and Role on Project	Rich Reed Client Manager
Previous Project Assignments and Role	Please see Experience Summary above.
Years of Experience	26 years
Education Degree(s)/Specialization	BA in Computer Science from Northern Illinois University Specialties include EPM, BI/Analytics, ERP, HCM, PMO, and IT
Other Experience & Qualifications relevant to the proposed project	Rich has also played a key role in business development and marketing for the past 18 years. Responsible for many large accounts, Rich is excellent at managing client relationships and has deep knowledge of systems integration. He can cross technical and functional boundaries and has an innate ability to relate to client needs. Rich is very active in blogging, messaging, go-to-market strategy, key presentations and managing channel relationships.

<i>Name and Role on Project</i>	Joseph Kor, PMP Project Manager
<i>Previous Project Assignments and Role</i>	City of Boston – Environmental Services, MA – Project Manager City of Las Vegas – Environmental Oversight Services, MA – Project Manager City of Boston – City Clerk & Weights and Measure, MA – Project Manager LA Metropolitan Transit, CA – Project Manager
<i>Years of Experience</i>	19+
<i>Education Degree(s)/Specialization</i>	Master's degree in business administration from Kansas University <ul style="list-style-type: none"> • Certified Project Manager, PMP (2005 – Present) • Working on Certified HR Cloud Implementation Specialist (2017) • Oracle Global Human Resource Cloud Implementation Essentials (2016) • Oracle Fusion HCM Base Cloud Service (2016), Oracle Fusion HCM Talent Management Cloud Service (2016), and Oracle Fusion HCM Workforce Compensation Cloud Service (2016) • Oracle BI 11g Overview (2014) • Oracle e-Business Suites R12 Essentials Implementation Bootcamp (2012) • Oracle Procure-to-Pay R.12 (2010) • Oracle 9i Database (2010) • Oracle Hyperion Financial Management (2008) • Oracle 11i e-Business Suite Essentials for Implementers (2003)
<i>Other Experience & Qualifications relevant to the proposed project</i>	Seasoned Senior Manager of Business and Information Technology; subject matter expert on business systems and business process redesign. Has been working with Oracle Applications and managing Public Sector implementations for 19 years, working in multiple capacities including extensive project management. Has performed all phases of project management including strategic development, planning design, implementation, and maintenance and operations. His management specialization spans State and Local system upgrades, implementations, and training of employees. Experienced with managing both large and small groups. In addition to strong understanding of various best practices and implementation methodologies, he is skilled in specific functional and technical subjects, across Oracle Cloud, EBS, and PeopleSoft.

Name and Role on Project	Tintu Jose HCM/Payroll Lead
Previous Project Assignments and Role	Excelon, Chicago, IL - HCM Cloud Benefits Implementation HCM Cloud Compensation Implementation Please see Experience Summary above.
Years of Experience	10+
Education Degree(s)/Specialization	<ul style="list-style-type: none"> • Master of Science in Management Information Systems, University at Buffalo, State University of New York • Bachelor of Technology in Electronics and Communications Engineering, Government College of Engineering Kannur, Kerala, India • Lean Six Sigma Green Belt • Oracle Fusion HCM Cloud Implementation Specialist • Oracle Fusion HCM Cloud Compensation Implementation Specialist • Oracle Fusion HCM Security Implementation Specialist • Oracle Fusion HCM Data Implementation Specialist • Oracle Fusion HCM Reporting Implementation Specialist • Speaker at Oracle HCM World 2016 (Chicago) on Workforce Analytics
Other Experience & Qualifications relevant to the proposed project	Certified Oracle HCM Cloud Implementation Specialist with over 10 years of experience in implementing and supporting Oracle HCM Cloud and E-Business Suite applications. Proven ability to lead seamless implementations and deliver high-end technical solutions improving productivity and reducing cost. Excelled in both technical and functional roles during implementations with hands-on experience in Oracle HCM Cloud tools and technologies.

Name and Role on Project	Brenda Morgart Financials Lead
Previous Project Assignments and Role	Recent projects include Family Health Network; Presbyterian Medical Services; University of Texas; and City of Philadelphia, PA
Years of Experience	22 + years
Education Degree(s)/Specialization	<ul style="list-style-type: none"> • Bachelor of Science, Computer Science & Accounting, University of Tampa • Specialized in Federal, Public and Private Sector Accounting • Certified Novell Network Administrator • Oracle Training: General Ledger, Project Costing/Billing, Receivables • SQL • Certified Public Accountant
Other Experience & Qualifications relevant to the proposed project	<ul style="list-style-type: none"> • In-depth knowledge of all Oracle Financial modules • Specialized in Public Sector Accounting

JOSEPH G. KOR, PMP **Manager – Oracle Cloud**

Experience Profile

Seasoned Senior Manager of Business and Information Technology; subject matter expert on business systems and business process redesign. Has been working with Oracle Applications and managing Public Sector implementations for 19 years, working in multiple capacities including extensive project management. Has performed all phases of project management including strategic development, planning design, implementation, and maintenance and operations. His management specialization spans State and Local system upgrades, implementations, and training of employees. Experienced with managing both large and small groups. In addition to strong understanding of various best practices and implementation methodologies, he is skilled in specific functional and technical subjects, across Oracle Cloud, EBS, and PeopleSoft. Has served as project manager for many public sector projects and is a Certified Project Manager who holds a master's degree in business administration from Kansas University.

Project Summary

Clients

City of Boston – Environmental Services, MA
City of Las Vegas – Environmental Oversight Services, MA
City of Boston – City Clerk & Weights and Measure, MA
LA Metropolitan Transit, CA
City of Oakland, CA
Eastern Municipality Water District, CA
California Department of General Services, CA
National Renewal Energy Lab (NREL), CO
New York University Langone Medical Center, NY
Rentech, CA
Garland Independent School District, TX
Eastern Municipality Water District, CA
Tri-State Transmission & Generation, CO
City of Omaha, NE
Texas Biomedical Research Institute
City of Englewood, CO
Dallas County, TX
Exelon Energy
Nomura Financials
Bobcat of America
Visa - USA
Blue Cross Blue Shield of North Dakota
LPL Financials
City of Salem, OR
Tri-State Generation and Transmission Association, CO
New York State Thruway Authority, NY
Civil Service Employee Association, NY
GE Access Distribution, CO
Ventana Medical Systems
Johnson County Government, KS
Garmin
LabOne

Role On Project

Project Manager
Project Manager
Project Manager
Project Manager
Functional Lead
Project Manager
Project Manager
Testing Lead
BI Lead
Project Manager
Project Manager
Project Manager
Engagement Manager
Engagement Manager
Engagement Manager
Engagement Manager
Engagement Manager
Principal Consultant
Functional Lead
Functional Lead
Functional Lead
Governance PMO Lead
Functional Lead
Project Manager
Project Manager
Project Manager
Project Manager
Project Manager
Principal Consultant
Senior Manager
Functional Lead
Director IT

Dates On Project

08/16 - 06/17
08/16 - 11/16
05/16 - 08/16
01/16 - 04/16
08/15 - 01/16
01/15 - 08/15
10/14 - 12/14
10/14 - 03/15
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02/07 - 06/07

Skills Summary

Key Skills:

- Strategy and Direction, Approach, and Governance
- Finance & HR Transformation
- Solution Focus Management
- Business Intelligence

Certifications & Training:

- Certified Project Manager, PMP (2005 – Present)
- Working on Certified HR Cloud Implementation Specialist (2017)
- Oracle Global Human Resource Cloud Implementation Essentials (2016)
- Oracle Fusion HCM Base Cloud Service (2016), Oracle Fusion HCM Talent Management Cloud Service (2016), and Oracle Fusion HCM Workforce Compensation Cloud Service (2016)
- Oracle BI 11g Overview (2014)
- Oracle e-Business Suites R12 Essentials Implementation Bootcamp (2012)
- Oracle Procure-to-Pay R.12 (2010)
- Oracle 9i Database (2010)
- Oracle Hyperion Financial Management (2008)
- Oracle 11i e-Business Suite Essentials for Implementers (2003)

Other:

- Advanced Project Management skills in entire SDLC initiatives, from conception through implementation.
- Skilled in the various financial and HR package applications – PeopleSoft Financials 8.0, SQL Financials, Oracle Financials 10.7, 11i, 11.5.9, 11.5.10, Release 12, HCM Cloud prep work, Oracle HRMS 5.0, HCM, Self-Service HR, OAB, Order Entry, Projects and Grants, Inventory modules, Hyperion Enterprise 5.0, Hyperion Planning, Requisite Pro, and several other software packages.
- Managed Oracle Financial modules: GL, AP, AR, Advanced Benefits, AIM Methodology, Cash Management, Databases 7.5/8/8i/9/9i/10/10g, Financials Intelligence, Fixed Asset FA, iExpenses (Expenses) Inventory, iProcurement (Procurement) Order Management OM, Project Billing, Public Sector Budgeting, Purchasing, Grants Accounting GA, Daily Business Intelligence, Oracle 9i App. Server Enterprise Edition, OPM.
- Managed HR, iLearning, Labor Distribution, Payroll, Time & Labor, Time Management, Training Admin.
- Competent in several financial and analytic application packages – OBIEE, OBIA, SOA, Oracle GL, AP, AR, FA, PO Modules, Oracle Financial Analyzer, Oracle Discoverer, End User Layer (EUL), Oracle GLDI, ADI, ODBC, Hyperion Retrieve, Hyperion Analyzer, SPSS & SAS adopted for management planning and control.

Professional Experience Summary

Client Name: *City of Boston – Environmental Services, MA*

Role(s) on Project: *Project Manager*

- Conducted a detailed functionality assessment of the City's needs for Permits and Licensing. Created detailed project plan to track progress and budget and complete future-state Applications.
- Configured, designed, tested, and rolled-out application for City.
- Oversaw post-production support and transition to the City.

Client Name: *City of Las Vegas – Environmental Oversight, MA*

Role(s) on Project: *Project Manager*

- Conducted a detailed functionality assessment of the City's needs for Permits and Licensing. Created detailed project plan to track progress and budget and complete future-state Applications.
- Configured, designed, tested, and roll-out application for City.
- Oversaw post production support and transition to the City.

Client Name: *City of Boston – Weights & Measure, MA*

Role(s) on Project: *Project Manager*

- Conducted a detailed functionality assessment of the City's needs for Permits and Licensing. Created detailed project plan to track progress and budget and complete future-state Applications.
- Configured, designed, tested, and roll-out application for City.
- Oversaw post production support and transition to the City.

Client Name: *Los Angeles Metropolitan Transit, CA*

Role(s) on Project: *Project Manager*

- Managed the full implementation for an Oracle Business Intelligence project (OBIEE) for Los Angeles Metropolitan Transit.
- The project moved its entire reporting requirement from static reports to a robust ad hoc report platform with drill down and drill through features.

Client Name: *City of Oakland, CA*

Role(s) on Project: *HCM Functional Lead*

- Managed an HCM Upgrade for the City to modernize its HR and Payroll functionalities.
- Conducted a current state assessment and a design document to outline all the new features and functionalities.

Client Name: *Eastern Municipal Water District, CA*

Role(s) on Project: *Project Manager*

- Conducted fit/gap and oversaw an ERP Oracle upgrade for the Eastern Municipal Water District of Southern California.
- Create Design Document, configured Oracle with the upgraded features and functionalities.

Client Name: *California Department of General Services, CA*

Role(s) on Project: *Project Manager*

- Managed an Oracle EBS upgrade to Release 12 for the Department of General Services in Sacramento, CA.
- Ran project governance and program management to include all the portfolios considered for this upgrade.
- Modules include GL, AP, AR, FA, Labor Distribution, Projects & Grants, Projects Billing, PO, SLA, and HR.

Client Name: *National Renewable Energy Laboratory (NREL), CO*

Role(s) on Project: *Testing Lead – Oracle*

- Led a testing strategy exercise and conducted a full cycle end-to-end test of an Oracle Finance Systems.
- Results are validated against documented outcomes and defects and issues are resolved and re-tested.

Client Name: *New York University Langone Medical Center, NY*

Role(s) on Project: *Business Intelligence Lead*

- Managed a PeopleSoft project and OBIEE/OBIA project for NYU Medical Center, gathered requirements, prioritize types of reports, and delivered on-time, on-budget project.

Client Name: *Rentech Inc.*

Role(s) on Project: *Project Manager*

- Managed an Oracle EBS implementation for a Finance system upgrade for Rentech Renewable Energy Technology Inc., a wood fiber processing and nitrogen fertilizer manufacturing businesses.
- Managed all aspect of the implementation from creating a Project Charter through Post Production support.
- Modules include GL, EAM, AR, AP, FA, Inventory, HR, and OAB.

Client Name: *Garland Independent School District, TX*

Role(s) on Project: *Project Manager*

- Managed an upgrade for Oracle Finance and Payroll for Garland Independent School District, a large school district in Dallas, TX.
- Performed and monitored all aspects of the upgrade including billing and receivables.

Client Name: *Eastern Municipal Water District, CA*

Role(s) on Project: *Project Manager*

- Conducted fit/gap and oversaw an ERP Oracle upgrade for the Eastern Municipal Water District of Southern California.

Client Name: *Tri-State Transmission & Generation, CO*

Role(s) on Project: *Project Manager*

- Managed an Oracle HR implementation of HR Self Service and Advanced Benefits in Release 12, for Tri-State Transmission & Generation, a co-op plant in Thornton, CO.
- The successful implementation led to an additional continuing support for the client.

Client Name: *City of Omaha, NE*

Role(s) on Project: *Engagement Manager, Senior Practice Manager - Oracle*

- Administered an ERP Oracle upgrade for the City of Omaha, Nebraska.

Client Name: *Texas Biomedical Research Institute*

Role(s) on Project: *Principal Consultant, Senior Practice Manager - Oracle*

- Conducted an Oracle upgrade and support for Texas Biomedical Research Institute, a genome research company.

Client Name: *City of Englewood, CO*

Role(s) on Project: *Engagement Manager, Senior Practice Manager - Oracle*

- Supervise an Oracle upgrade for City of Englewood, Colorado.

Client Name: *Dallas County, TX*

Role(s) on Project: *Engagement Manager, Senior Practice Manager - Oracle*

- Supervised an Oracle upgrade for Dallas County, Texas.

Client Name: *Exelon Energy*

Role(s) on Project: *Principal Consultant, Enterprise Architecture*

- Managed the installation, training, and completion of an Open Systems Virtual Tape Library (VTL) and assist in the training and transition of the VTL to the network operations team.
- Integrate the SAN storage into daily network operations, including designing a daily operations handbook.

Client Name: *Nomura Financials – New York*

Role(s) on Project: *Finance Functional Lead, PM*

- Led consultant for Global Program Management Office tracking all PeopleSoft modules upgrades and integration across the business units of Nomura Financials in London, Hong Kong, and New York.
- Worked across several time zones to perform a daily project updates as well as a weekly budget vs actual progress reports on activities completed.

Client Name: *Bobcat of America USA*

Role(s) on Project: *Finance Functional Lead, PM*

- Performed a Total Cost of Ownership and a cost and benefit based on options of using Oracle vs. SAP for both the intermediate future and the longer term future for Bobcat of America.
- Assessment also covered choosing a Dealer System for the client Corporate HQ and its subsidiaries.

Client Name: *VISA – USA*

Role(s) on Project: *Finance Functional Lead, PM*

- Led Project management and Procure to pay section of proposal to for the Finance Transformation and the implementation of Oracle for Visa Worldwide in San Francisco, CA.

Client Name: *Blue Cross Blue Shield of North Dakota*

Role(s) on Project: *Governance PMO Lead*

- Managed the setup and execution of a PMO office for Blue Cross Blue Shield of North Dakota.
- Programs and projects are prioritized objectively, tracked consistently, and results and benefits communicated to all levels of management.

Client Name: *LPL Financials*

Role(s) on Project: *Finance Functional Lead*

- Led a total cost of ownership project for LPL Financials to look at the total cost to implement and maintain Oracle. Performed cost assessment on Technology stack, Oracle application modules, hardware, and infrastructure cost as well as maintenance cost for five years.
- Designed a future state blue print and road map for LPL to use.

Client Name: *City of Salem, OR*

Role(s) on Project: *Project Manager*

- Provided program oversight to the City of Salem, OR for an Oracle Time and Labor assessment. Managed hands-on a phase I assessment and secure phase II and III implementation as well.

Client Name: *Tri-State Transmission & Generation*

Role(s) on Project: *Managing Consultant – Oracle*

- Managed a successful Oracle HR, Benefits, and Payroll implementation for Tri-State Generation Transmission in Westminster, CO.
- Projects came in on budget and on schedule.

Client Name: *New York State Thruway Authority, NY*

Role(s) on Project: *Managing Consultant – Oracle*

- Led in proposal development, presentation and closing of New York State Thruway Authority for the implementation of Oracle supply chain and Asset Management.
- Managed team of 10 consultants on a Supply Chain, Finance, and Asset Management Project for New York State toll highway. Performed a company-wide hardware assessment, configuration, and implementation as well as software design and fit/gap discussion.

Client Name: *Civil Service Employee Association Union Association, NY*

Role(s) on Project: *Managing Consultant – Oracle*

- Directed and led the implementation of Oracle Human Resources at Civil Service Employee Association Union Association in Upstate New York. The project completed on time and under budget.

Client Name: *GE Access Distribution*

Role(s) on Project: *Managing Consultant – Oracle*

- Managed an Oracle vs SAP due diligence on features and functionalities.
- Researched software standard features and assess fit/gap across the two systems. Measured cost/benefit across the two systems.
- Presented to senior management.

Client Name: *Ventana Medical Systems*

Role(s) on Project: *Managing Consultant – Oracle*

- Managed an Oracle Human Resources and iRecruitment project for Ventana Medical systems in Tucson, AZ. Brought up additional Self-service modules to assist with workflow schedules and improve response time on the system.

Client Name: *Johnson County, KS*

Role(s) on Project: *Oracle Administrator, Director of Oracle Apps Support*

- Directed and managed a Company-wide implementation and operation of Oracle database, Financials, and HR application. Responsible for stabilizing the databases, the applications, the operating systems as well as the UNIX platform it operates on.
- Provided strategic and tactical direction as a Thought Leader on Enterprise Resource Planning Systems (ERP), hardware infrastructure, and application architecture including load balance on all application tiers.

Client Name: *Garmin*

Role(s) on Project: *Oracle Finance Consultant*

- Assisted as a staff consultant in the implementation of an ERP system for Garmin, a manufacturer of GPS Navigation.
- Documented and mapped user requirements for an Oracle Finance implementation for Company's subsidiary in Taiwan. Performed a business process walkthrough, taught Oracle Navigation, and gather current requirements.
- Responsible for coordinating multiple projects.

Client Name: *LabOne Inc.*

Role(s) on Project: *Oracle Finance Consultant*

- Provided guidance on existing Oracle Applications (Financials, Order Entry, and Inventory) and Database environment.
- Performed a current state assessment, wrote an RFP for potential vendors to bid on an Oracle 11i reinstall for these modules. Performed a gap analysis and compared this with the vendors' matrix to narrow selection process. Negotiated for fixed fee on this Oracle 11i upgrade service.

Education

- MBA Miller-Tanaka Scholar, KU Business School Scholar, University of Kansas
- Bachelor of Science, International Business (Outstanding Young Men of America), University of Kansas
- Bachelor of Arts, Economics National Honor Society, University of Kansas

TINTU JACOB JOSE Director – Oracle Cloud



Experience Summary

Certified Oracle HCM Cloud Implementation Specialist with over 10 years of experience in implementing and supporting Oracle HCM Cloud and eBusiness Suite applications. Proven ability to lead seamless implementations and deliver high-end technical solutions improving productivity and reducing cost. Excelled in both technical and functional roles during implementations with hands-on experience in Oracle HCM Cloud tools and technologies.

Areas of Expertise

Oracle HCM Cloud (Release 4 – Release 11) **Functional:**

- Core HR
- Talent Management (Performance, Goals, Talent Review)
- Workforce Rewards (Compensation, Benefits)
- Payroll

Technical:

- Data Loaders (HDL, FBL, PBL)
- Reporting Tools (OTBI, BI Publisher)
- HCM Extracts
- Fast Formulas
- REST APIs/ATOM Feeds
- BPM Workflows/Approvals

Oracle eBusiness Suite (11.5.10 – R12) **Functional:**

- Core HR
- Self Service HR (MSS/ESS)
- Payroll
- Learning Management

Technical:

- Oracle Application Framework (OAF)
- Oracle Workflow / AME
- Oracle Forms and Reports
- Oracle WebADI
- SQL * Plus
- SQL Loader

Skills Summary

Certifications & Training:

- Lean Six Sigma Green Belt
- Oracle Fusion HCM Cloud Implementation Specialist
- Oracle Fusion HCM Cloud Compensation Implementation Specialist
- Oracle Fusion HCM Security Implementation Specialist
- Oracle Fusion HCM Data Implementation Specialist
- Oracle Fusion HCM Reporting Implementation Specialist
- Speaker at Oracle HCM World 2016 (Chicago) on Workforce Analytics

Programming Languages:

- PS/SQL
- Java
- XML

Operating Systems:

- Windows XP
- UNIX

Tools:

- JDeveloper 9i/10g/11g
- PL/SQL Developer
- MS Office

Technologies:

- OAF
- ADF
- SOA

Professional Experience Summary

Client: *Exelon, Chicago, IL*

Project: *HCM Cloud Benefits Implementation*

May '16 – Present

- Leading the HCM Cloud Benefits workstream of Exelon's PHI Merger System Consolidation and HCM Cloud project to implement Core HR, Benefits, and Payroll for Exelon's 30,000+ employees and Pepco Holding Inc. (PHI)'s 5000+ employees, replacing legacy PeopleSoft (Exelon) and SAP (PHI) HR systems.
- Conducted requirement workshops with Benefit Operations team and process owners of Exelon and PHI.
- Identified inbound and outbound interfaces for both systems and created the future-state integration architecture.
- Configured benefit program, plans, eligibility profiles and life events for Benefits.
- Developed fast formulas to handle complex eligibility rules for union employees.
- Created HCM Extracts for outbound Benefits interfaces to external benefit providers.
- Used Benefits Enrollment spreadsheet loader to load historical benefit enrollments.
- Providing advisory support for Core HR and Payroll workstreams.
- Managing the System Integration Testing (SIT) by coordinating with Core HR, Payroll, and external vendors.

Project: *"eTime to ETL"*

May '16 – Nov '16

- Conducted requirement gathering session with ETL (a cloud based non- Oracle custom time entry system) business system owners and documented the requirements.
- Architected the solution to use cloud Absence Management module to identify leave plan eligibility with an outbound integration to eTime to send employee leave plan eligibility.
- Configured leave plans and eligibility rules for the various plans in the system - created fast formulas for determining complex eligibility rules.
- Managed end-to end testing of the system during the Systems Integration and User Acceptance testing cycles.

Project: *HCM Cloud Compensation Implementation*

May '15 – May '16

- Led the full life cycle implementation of Cloud Compensation (Workforce & Individual Compensation) of Exelon's HCM Cloud project to implement HCM Cloud (co-exist with PeopleSoft) for 30,000+ US employees.
- Conducted design workshops and gathered requirements from business users and process owners.
- Configured workforce compensation plans for merit, performance based bonus and long term incentives following the iterative prototyping approach - incrementally building the solution in each prototype.
- Created fast formulas for determining complex eligibility rules and calculating bonus payouts based on key performance indicators for each business unit and union population.
- Created configuration workbooks, security role matrix, and functional designs for reports and interfaces.
- Developed custom operational reports in BI Publisher and OTBI for planning managers and compensation team.
- Configured custom security and data roles for different employee populations
- Acted as a Subject Matter Advisor for conversions, integration, and reporting teams.
- Managed end-to end testing of the system during the Systems Integration and User Acceptance testing cycles.
- Worked closely with deployment team and optimized the deployment process using Functional Setup Manager.

Client: *Dell Inc., Round Rock, TX*

Project: *Oracle Fusion Compensation Implementation*

Sep '14 – Apr '15

- Acted as the Functional Lead for the HCM Cloud Compensation in implementing the compensation module co-existing with PeopleSoft for 100,000+ employees in 110 countries.

- Conducted functional design workshops and gathered requirements from Compensation SMEs from all regions.
- Supported data conversion team in loading data using File Based Loader (FBL)
- Configured the workforce compensation plans for merit, promotions, performance bonus and long term incentives for the annual planning.
- Configured individual compensation plans for off-cycle bonuses.
- Created Fast Formulas for plan eligibility, component eligibility and defaulting complex bonus calculation results in the planning worksheet.
- Developed OTBI and BI Publisher reports for operational reporting.
- Conducted Train-the-Trainer sessions for HR Technology and Compensation teams.
- Provided support throughout the cycle from annual compensation planning and printing of statements.

Client: State Street Corporation, Boston, MA

Project: HCM Cloud Compensation Assessment Aug '14 – Sep '14

- Acted as the Subject Matter Advisor for Cloud Assessment for State Street in evaluating HCM Cloud Compensation to replace performance and compensation planning tool.
- Documented current state business processes, rules and requirements for performance management and compensation planning.
- Conducted a detailed fit-gap analysis and provided creative solutions the gaps identified.
- Presented the findings of evaluation and recommendation to the leadership team.

Client: Gilead Sciences, Foster City, CA

Project: HCM Cloud Assessment & Contingent Worker Management Jun '14 – Aug '14

- Assisted with evaluating options to replace the current vendor management system.
- Conducted a market analysis and pros and cons for each option based on Accenture's clients' experience
- Provided an analysis of Managed Service Provider (MSP) market and best practice for rollout of MSP program for Gilead based on Accenture's prior experience.

Client: Diebold Inc., Canton, OH

Project: HR Systems Assessment Mar '14 – Apr '14

- Led the HR Systems Assessment project for Diebold and analyzed the current state HR Systems landscape to provide a global, integrated and data focused future state roadmap.
- Met with HR and IT senior leadership team to align on vision and expectations
- Conducted interviews of HR Regional leads from US, LATAM, APAC and EMEA to identify current pain points and business processes.
- Developed and presented a 2-year roadmap, recommended timeline, risks involved and recommendation on where to invest in the near future to the leadership team.

Client: JP Morgan Chase, New York, NY

Project: SaaS Evaluation (Oracle Fusion HCM vs Workday HCM) Nov '13 – Mar '14

- Prepared detailed requirements inventory for each HCM capabilities in scope and conducted a Fit-Gap analysis
- Coordinated vendor demonstrations by Oracle and Workday to the business teams
- Mapped HR Operating Model Leading practices to JP Morgan Chase's HR processes.
- Documented and consolidated vendor demonstration scoring results and prepared quantitative numbers for vendor responses to requirements inventory.
- Developed materials for tollgates and final recommendation.

Client: *Enterprise Products Partners (EPP), Houston, TX*

Project: *Oracle Learning Management Implementation Phase 2* *Jun '13 – Nov '13*

- Assisted Enterprise Products as the OLM Technical Lead for the Oracle Learning Management Implementation Phase 2 project in migrating learning and certifications data for 8,000+ employees from legacy system and customizing the system for compliance on specific certifications.
- Provided technical and management support for the Phase I of the implementation.

Client: *PHH Corporation (PHH), Sparks, MD*

Project: *Oracle Fusion HCM Implementation* *May '13 – Oct '13*

- Led the Core HR and Talent Management implementation for the Fusion HCM Talent Management project for PHH Corporation.
-
- Worked with the key stakeholders in defining the key design decisions for Core HR and Talent Management system configuration.
- Conducted boot camps and design workshops to capture current state Core HR and Talent business processes and mapped them to the fusion delivered processes.
- Conducted detailed fit/gap analysis and provided creative solutions to achieve specific requirements.
- Used Functional Setup Manager (FSM) to configure Enterprise, Legal Entities, Business Units, Actions/Action Reasons, Grade, Flexfields (Descriptive and Extensible), and Value sets
- Developed data conversion strategies using File Based Loader (FBL) for initial data conversion and incremental updates for work structures (Business Units, Departments, Jobs, Grades, and Locations), Person and Work Relationship data from legacy system to Fusion HCM; Prepared CV40 and CV60 for data conversion.
- Performed data conversion activities to load the data to Fusion using FBL and prepared detailed error reports for business users to fix data issues in the source system.
- Built Custom Security for Fusion HCM which includes Create/Modify Data roles and its Security Profiles, Job Roles, Application Roles, and Duty Roles.
- Provided Fusion HCM Extracts and Oracle BI Publisher training on custom report development to PHH team.

Client: *Underwriters Laboratories (UL), Northbrook, IL*

Project: *Oracle HR R12 Re-Implementation* *Jan '13 – Apr '13*

- Assisted UL as the Technical Consultant for the Oracle HR R12 re-implementation project in migrating HR data for 10,000+ employees and 3000+ contingent workers along with 10 years of historical data in 54 counties.
- Conducted Conference Room Pilots (CRP) with HR/Legal departments and end user groups.
- Developed data conversion scripts/concurrent programs to extract data from 11i instance, move data from 11i to R12 staging tables and conversion programs to call Oracle APIs to perform data load into R12 base tables.
- Prepared detailed error reports for business users to fix data issues in the source system; developed one-off scripts for mass data issue fixes.
- Worked closely with other project teams dependent on HR data during development and system integration testing to make sure HR data is available for their activities.

Client: *Endurance Specialty Insurance Ltd., New York, NY*

Project: *Oracle HRMS R12 Implementation* *Nov '12 – Jan '13*

- Acted as Oracle HRMS Technical Lead for the Oracle HRMS R12 Implementation project in migrating HR data for 1000+ employees and 500+ consultants in 5 counties to KBACE's Mentor Oracle HR environment; a subscription based SaaS model.
- Conducted CRPs for business and end users on the application capabilities and functionalities.
- Designed and documented the data extraction and migration strategies for data conversion. (CV040, CV060)

- Gathered requirements and designed an inbound interface from Endurance Active Directory (AD) to KBACE Mentor and an outbound interface from KBACE Mentor to Endurance Active Directory. (MD050, MD070)
- Managed a development team of four members and ensured all deliverables are delivered on-time and with quality.
- Set up UAT sessions with end users and business owners and assisted in executing the test scripts for UAT.
- Assisted project manager in keeping track of project tasks, status reports and overall project documentations.

Client: *BioMarin Pharmaceutical Inc., Novato, CA*

Project: *Oracle HR R12 Implementation*

Sep '12 – Jan '13

- Acted as HR Tech Lead/Analyst for the Oracle HR R12 Implementation project in migrating HR data for 1000+ employee, 500+ consultants and 600+ temporary workers which were managed in UltiPro HR system and in various spreadsheets to Oracle HRMS R12 environment.
- Designed data extraction, data massaging and conversion strategies for the data from various sources to Oracle. (CV040 and CV060)
- Designed and documented outbound interfaces to UltiPro and Data Warehouse (DWH). (MD050, MD070)
- Designed and implemented 20+ notifications for various business events including new hire notification, termination notification, job change notification etc.
- Managed an offshore development team of five members for the duration of the project.

Client: *Regeneron Pharmaceuticals, Tarrytown, NY*

Project: *Oracle Payroll Implementation*

Aug '12 – Dec '12

- Acted as Payroll Lead for the Oracle Payroll Implementation project in converting payroll data (Payment methods, Federal, State and City tax) from Ceridian payroll system to Oracle Payroll for 1000+ US employees.
- Lead the US employee address clean up initiative for Regeneron to correct all US employee addresses to successfully convert the W-4 data.
- Gathered requirements and designed two outbound interfaces; one for employee FSA contributions and other for 401k contributions to respective vendors. Designed one inbound interface for employee expenses.
- Prepared test scripts for UAT and assisted end –users in executing test scripts.

Client: *Liberty Mutual, Dover, NH*

Project: *Oracle HR R12 Upgrade*

Feb '12 – Jun '12

- Reviewed, documented, and designed the changes in Oracle EBS R12 upgrade project in the areas of Oracle Workflow notifications, Oracle Alerts and other notifications sent from the system.
- Implemented changes to workflow notifications, alerts and notifications sent through CCM jobs to meet the new business requirements.
- Implemented self-service personalizations and OA extensions to Oracle SSHR transactions to meet business needs in the R12 environment.
- Coordinated with business users in testing the changes, managed change control processes and version controlling using CVS.

Client: *Advantage Sales and Marketing (ASM), Anaheim, CA*

Project: *Oracle HR R12 Implementation*

Dec '11 – Jan '12

- Acted as HR Tech lead support providing ad-hoc technical support to the team in resolving technical issues faced by team during development and testing.
- Worked closely with Oracle On-Demand and acted as a point-of-contact for the team with On-Demand
- Assisted project manager in keeping track of project tasks.

Client: *GE Corporate Information Services, Albany, NY*

Project: *GE Document Management*

- Designed and developed a web application for GE's initiative for managing wet and electronic documents.
- Conducted QFD analysis to better understand the customer requirements and to decide the best fit technology stack for the new applications
- Gathered complex business requirements from business users/functional team and prepared detailed business requirements documents to help application design phase
- Designed the document management application using Oracle ADF and Adobe Flex technologies which allows document owners to create 'electronic' documents, assign to employees, capture employee responses, upload scanned documents and generate PDF version of both electronic and scanned documents.
- Developed proof of concepts to prove technological capabilities. (Flex and ADF integration, customizing ADF Security framework, BlazeDS configuration for Flex)
- Prepared detailed design documents, estimation, traceability matrix, development tracker, test plans and deployment plans for the application.
- Gained in-depth knowledge in ADF BC, ADF Rich UI components, JSF, ADF task flows, JAXB 2.0, web services and ADF Security.
- Worked with infrastructure team in setting up WebLogic development and staging environments

Project: *Single Business Group – BG Simplification project*

- Provided IT solutions for General Electric's (GE) Oracle HRMS System simplification projects.
- Designed and executed strategies for harmonizing unused Oracle HRMS DFFs/KFFs/SITs/EITs configured in 54 different active business groups to help GE's business group simplification (54 business groups to one business group) project.

Client: *GE Corporate Information Services, Albany, NY*

- Provided IT consulting for GE's high profile Human Capital Management (HCM) functions.

Consulting & Project Management

- Provided end-user support for GE's Oracle HRMS system in problem resolution, implementation of fixes and enhancements by interacting with the users across the globe.
- Presented Monthly Business Reviews to client regarding project estimations, transitions, schedules, and major milestones to support planning and decision-making.
- Initiated, created, and documented project proposals, project plans, and standard operating procedures.
- Managed and led a team of six members throughout the project design, development, and testing.

System Development & Administration

- Designed, developed, and implemented various web applications using Oracle Applications Framework (OAF) which are now extensively used by Human Resource Managers across GE.
- Coordinated follow-up with Oracle for TAR resolution for bug fixes and new enhancement requests related to Oracle HRMS Configurations and Security.
- Customized Oracle SSHR web applications using Oracle personalization and extension framework.
- Implemented ad-hoc and periodic BI Publisher (XML Publisher) reports for HR Managers and IT Managers which can be generated through core application as well as custom self-service applications.
- Performed code review, performance tuning and testing to ensure efficient and defect free code is implemented.

Enterprise-wide Projects

- Headed GE's second largest Re-Organization project to re-align the HR data in Oracle HR system.
- Designed and implemented 'GE Job Type Library,' a web application developed in OAF to centrally manage the employee job details across GE, thereby eliminating redundant tools managed by individual GE businesses.
- Developed and maintained a custom role based access control system for the Oracle HR system.

Process Improvements

- Suggested and implemented a new process and Oracle WebADI tool for employee job type creation in GE's Oracle HR system, which reduced the process turnaround time by 40%.
- Executed a Lean Six Sigma DMAIC project to automate the concurrent job monitoring process in Oracle HR system, with an annual cost saving of USD 25,000 for GE.

Other Contributions

- Analyzed the implementation feasibility of various technologies and products for GE; including ILOG Rules engine and Oracle User Management module.
- Presented a proof-of-concept to GE Corporate for service enabling the Oracle HR System and its integration with downstream applications using Oracle Service Oriented Architecture.

Education

- Master of Science in Management Information Systems, University at Buffalo, State University of New York
- Bachelor of Technology in Electronics and Communications Engineering, Government College of Engineering Kannur, Kerala, India

BRENDA MORGART

Senior Applications Consultant II

Project Summary

Client Names	Role On Project	Dates On Project
Family Health Network	SME	4/16 – Present
Presbyterian Medical Services, Inc.	Principal Consultant	01/15 – 06/17
University of Texas – Rio Grande Valley	R12 Functional/Project Lead	04/15 – 10/15
City of Philadelphia, PA	Oracle Financial Functional Lead	01/15 – 03/15
TransformaCon, Inc.	Financial Functional Consultant	09/14 – 12/14
Hawaii Department of Transportation	Principal Consultant	02/14 – 09/14
University of Texas – Pan American	Principal Consultant	04/13 – 01/14
Allscripts, Inc.	Principal Consultant	06/12 – 01/13
Montgomery County, MD	Principal Consultant	02/10 – 03/12
National Gallery of Art (NGA)	Manager/E-Business Functional Analyst	08/07 – 01/10
Office of Federal Housing Enterprise Oversight	Sr. Functional Lead	02/05 – 05/07
Department of Transportation (DOT)	Sr. Consultant & Functional Analyst	08/00 – 01/05
Oracle, Inc.	Sr. Technical Application Support Analyst	01/97 – 08/00
SunTrust Bankcard, N.A.	Business System Analyst	02/94 – 01/97

Skills Summary

Certifications & Training:

- Specialized in Federal, Public and Private Sector Accounting
- Certified Novell Network Administrator
- Oracle Training: General Ledger, Project Costing/Billing, Receivables
- SQL
- Certified Public Accountant

Oracle Experience:

- 22+ years

Oracle Modules:

- General Ledger
- Accounts Receivable/iReceivables
- Cash Management
- Advanced Collection
- Project Costing/Billing
- Grants Accounting
- (All above are both Federal and Public Sector)

Oracle Tools:

- Oracle e-Business Application Release
- Oracle e-Business Application Versions 10.7 to R12.1.3
- Oracle Fusion Cloud Release R10 to 12

Other:

- “Big 4” Accounting Firm experience
- 4 Oracle e-Business and 2 Oracle Fusion Cloud full implementation lifecycles - Analysis, Design, Build, Test, Implement, Training, and Post-Production Support
- Microsoft Office Suite, MS Visio
- SQL

Professional Experience Summary

Client Name: *Family Health Network, Chicago, IL*

Role(s) on Project: *General Ledger Lead and Subject Matter Expert*

Module(s): *Fusion Cloud General Ledger, Cash Management*

- Served as the General Ledger Lead for the full lifecycle implementation of Fusion Cloud General Ledger and Cash Management.
- Served as a Subject Matter Expert (SME) to configure the financial system using Ciber's Straight A's Cloud Delivery Methodology.
- Gathered business requirements to develop a solution design that met the client's requirements.
- Managed the data conversion from the legacy system to the Oracle Fusion Cloud financial system.
- Managed the transformation and validation of inbound period activity from legacy systems.
- Developed the Account Hierarchy for financial reports to insure the proper recording of accounting transactions when creating financial statements (Balance Sheet, Income Statement, and Cash Flow).
- Provided Business Process models, UAT scripts, and Month and Year End Closing Procedures.

Client Name: *Presbyterian Medical Services, Inc.*

Role(s) on Project: *Principal Consultant*

Module(s): *General Ledger, Account Receivables, Fixed Assets, Cash Management*

- Principal Consultant who delivered a full lifecycle Fusion Cloud implementation of General Ledger, Account Receivables, Fixed Assets, and Cash Management.
- Served as a Subject Matter Expert (SME) to configure the financial system using Ciber's Straight A's Cloud Delivery Methodology.
- Managed the definition and configuration of Standard Financial Accounting based on the standard accounting rules for the accounting rules repository.
- Managed the custom development of multiple consolidated financial reports to monitor the company's financial performance and position.
- Reviewed the Financial Reporting system and individual module components to determine the appropriate structure for capturing corporate accounting transactions in the proper categories and subsequent classification in conformity with the Generally Accepted Accounting Principles (GAAP) requirements.
- Tested and documented "Key" application business processes and system controls to validate the mapping, design, and effectiveness of the financial system.
- Gathered business requirements to develop a solution design that met the client's requirements.
- Provided UAT scripts, and Month and Year End Closing Procedures.
- Assisted in interfacing Payroll Costing Journal to General Ledger, configuring Payroll Partial Accrual, and analyzing and reconciling Payroll with General Ledger.
- Provided End User training and Post Production support
- Performed and assisted in the preparation of Audit requirements.
- Built strong relationships with key stakeholders and functional staff to deliver the end-to-end financial Cloud environment.

Client Name: *University of Texas – Rio Grande Valley*

Role(s) on Project: *R12 Functional /Project Lead*

Module(s): *GL, AR, AP, PO, CE, PA/GMS*

- Provided solution design to operate the current Legal Entity (UTPA) as "it is" and consolidate the existing university with other universities and a school of medicine by creating a new Legal Entity for a go-live of September 1, 2015.
- Lead the Financial team through implementing the solution to support the new university's financial operations.

- Oversighted and assisted with the Business Analysis to configure financial modules (GL, AR, AP, PO, CE, and PA/GMS) to meet the new business requirements.
- Troubleshoot any issues arising within the financial modules.
- Provided guidance to the Managers in decision-making on changes needed to support the new operation.
- Assisted with conversion testing of the financial modules.
- Coordinated and worked with HRMS team through system configuration.
- Redesigned Custom Personalization forms for all financial modules

Client Name: *City of Philadelphia, PA*
Role(s) on Project: *R12 Oracle Financial Functional Lead*
Module(s): *Benefits*

- Provided Functional Fringe custom solution design to replace the existing Fringe Benefits system. The Fringe Benefit is an external system that is used by the Finance Department to calculate and pay various employer side benefits for City Employees.
- Worked with Technical team to build the custom Fringe Technical Design Specification.
- Assisted with designing payroll costing interface to FAMIS.

Client Name: *TransformaCon, Inc.*
Role(s) on Project: *Oracle Financial Functional Consultant*
Module(s): *R12 (12.1.3), AP, AR, GL, Assets – Transition separation of client from subsidiary*

- High Level Design and Business Process Architecture for key financial operations.
- Provided Functional design to the technical resources and helped to build as per the requirements.
- Provided financial applications (AP, AR, GL, and Assets) test scripts for SIT and UAT.
- Worked closely with business and project management teams to develop a cutover strategy into Production environment.
- Provided assistance to the end users and business partners with day to day issues regarding financial applications.
- Created Functional Extension Design (MD50) and User Test Scripts (TE40).

Client Name: *Hawaii Department of Transportation*
Role(s) on Project: *Principal Consultant*
Module(s): *R12 (12.2), GL, AR – Implementation (Audit/ Design Phase)*

Note: HIDOT is a hybrid of Federal and State agency

- Performed health check on General Ledger, Receivables and Budgeting configuration/setup and provided advice and recommendation.
- Managed and led General Ledger, Receivables, and Budgeting systems audit.
- Performed requirements analysis for General Ledger, Receivables, and Public Sector Budgeting.
- Performed Gap Analysis and identified workaround solutions for General Ledger, Receivables, and Public Sector Budgeting.

Client Name: *University of Texas – Pan American*
Role(s) on Project: *Principal Consultant*
Module(s): *R12 (12.2), GL, AR, CE, AP, PO, SLA, PA/GMS – upgrade/post support*

- R12 upgrade and oversight of Ciber team members and Contractors.
- Reworked PA/GMS Burdening Process.
- Created User Acceptance Test scripts for Burdening Process.
- Provided migration steps.
- Production support for financial applications: PA/GMS, GL, AR, CE AP, PO, and SLA.
- Conducted training for Users and Managers in Application Diagnostic, Financial modules interrelationship, System Administrator, Accounts Receivables, Cash Management, and SLA.

- Assisted users creating Business Procedures for each financial module.
- Involved in documentation of Future PA/GMS Burdening Process (BP-80), Function Extension Design document (MD-50), User Test Scripts (TE-40), Business Procedure (BP-90) and updated BR-100 for the reworked as per AIM Methodology.
- Provided end user training and developed the user training manual/exercise documents.

Client Name: *Allscripts, Inc.*

Role(s) on Project: *Principal Consultant*

Module(s): *R12 (12.1.3), Receivables – Implementation*

- Provided Oracle implementation support for Allscripts, EDI Billing Team.
- Oracle EBS implementation responsible for applying AIM methodology to create EDI BPR design including Business Requirement/mapping, Fit/Gap analysis, future process flow, and application configuration.
- Provided subject matter expertise for converting EDI 3 source system and 3rd-party system to Oracle Receivables.
- Gathered the complexity of metering calculation and configured it in Oracle Receivables.
- Designed custom Invoice Statement.
- Involved in documentation of Future Business (BP-80), Present Business Requirements (RD-20), Conversion (CV-40), Function Extension Design document (MD-50), Test Scripts (TE-40) and System Setup Document (BR-100) as per AIM Methodology.

Client Name: *Montgomery County, MD*

Role(s) on Project: *Principal Consultant*

Module(s): *R12 (12.1.3), Oracle Public Sector Receivables, Cash Management, iReceivables, Advanced Collections – Implementation*

- Gathered software requirements and interviewed users.
- Created requirements documentation.
- Developed solution designs and prototypes.
- Configured Receivables, Cash Management, iReceivables, and Advanced Collections.
- Trained system users to reconcile Lockbox with bank deposit.
- Provided training documents via Oracle UPK.
- Conducted and coordinated user testing.
- Involved in developing a custom program for interfacing invoice transactions from an external system.
- Provided User Acceptance Test scripts for Receivables, Cash Management, iReceivables, and Advanced Collections.
- Provided Month End and Year End closing procedures.
- Provided a business process solution for Receivables as it was never in the legacy system.
- Introduced to the clients the functionality of various Oracle standard tools to accommodate a new business requirement.
- Provided a solution for the client to use “Multi-Find” in AR to accommodate the generation of different funds.
- Configured the Subledger Accounting (SLA) setups.
- Involved in preparing System Setup document (BR100), Function Extension Design document (MD50), Test Scripts (TE40) and the “To-Be” process flow.

Client Name: *National Gallery of Art (NGA)*

Role(s) on Project: *Manager/Oracle E-Business Functional Analyst*

Module(s): *11i (11.5.10), Federal Administrator, GL, AR – Production Support*

- Day-to-day support of Federal application 11.5.10 (Federal Administrator, General Ledger, and Accounts Receivables).
- Trained client in the use of Federal Year-End Closing Processing.
- Provided client with Month-End and Year-End procedures.

- Reconciled the GL accounts for client.
- Conducted training session on how to use Metalink and how to log an SR with Oracle Support.
- Performed analysis and documented mandatory Federal financial reports.
- Developed and documented all patch testing.
- Introduced the functionality of various Oracle standard tools to accommodate a new business requirement. For example, the staff had been using Excel spreadsheets to calculate the expenses each month then they performed a manual entry into the journal in General Ledger. Pointed out the "Allocation" features in General Ledger.
- Guided Agency to the correct way to record Appropriation for Continuing Resolution by Oracle Budget Execution Module.
- Supported Oracle implementations, upgrades, and migrations as required.
- Provided Treasury and OMB guidelines to Agency.
- Provided documentation in Function Extension Design document (MD-50), Document Business Procedure (BP-90) and Update System Setup (BR100).

Client Name: *Office of Federal Housing Enterprise Oversight (OFHEO)*

Role(s) on Project: *Senior Functional Lead*

Module(s): *11i (11.5.10), Federal Administrator, General Ledger – Implementation*

- Configured Federal Administrator and General Ledger.
- Conducted CRP1, CRP2, User Acceptance Testing, and System Integration Testing.
- Tested the customized payroll interface data from "NFC" to the General Ledger.
- Documented the payroll interface procedure.
- Created Federal Year-End Closing Procedure for system users.
- Created Business process procedure for FACTSI, FACTII, and SF224 to meet Federal requirements.
- Created the System Setup (BR100), Functional Extension Design document (MD50) and Test scripts (TE40).
- Facilitated end-user training.

Client Name: *Department of Transportation (DOT)*

Role(s) on Project: *Senior Consultant & Functional Analyst*

Module(s): *11i (11.5.9), Federal Administrator, GL, Project Billing – Upgrade*

Key elements of this support included analyzing and documenting mandatory Federal financial reports (FACTS I and FACTS II, etc.) and training client personnel in their creation and use; developing system integration and acceptance test cases, test procedures and test data as well as participating in closing for Month-End as well as Year-End cycle; and executing and documenting integration test plans and results.

- Performed upgrade for Oracle Federal Financials.
- Performed Gap Analysis.
- Upgraded and configured Projects Costing/Billing.
- Developed test scripts.
- Conducted CRPs sessions and supervised UAT.
- Provided training to system users.
- Assisted GL/Budgeting/Financial Reporting team in aggressively researching and resolving production issues including troubleshooting, testing, TAR management, patch research in coordination with technical team.
- Acted as a single point of contact for Oracle "Bug" reporting/resolution.
- Developed Month-End and Year-End Business Procedure.
- Provided Function Extension Design document (MD50), Test Scripts (TE40), and System Setup document (BR-100).

Client Name: *Oracle, Inc.*

Role(s) on Project: *Senior Oracle Technical Application Support Analyst*

Module(s): *R10.7 – 11i, Project Costing/Billing, General Ledger – Support*

- Oracle technical support for Project Costing/Billing and General Ledger.

- Provided key analysis and resolution to the Oracle clients.
- Served as technical liaison between Oracle clients and Development to facilitate a quick resolution.
- Tracked the progress of corrective solutions for Oracle Forms errors and/or incorrect table data and provided proactive support to the clients' base.
- Interacted with Oracle clients to resolve critical issues through SR/TAR.
- Provided 24 x 7 support to clients.

Education

- Bachelor of Science, Computer Science & Accounting, University of Tampa

g. Client References – Appendix G

Please list detailed client references of at least three (3) clients or government agency clients that you have provided the same type of services to within the last five years, including contract dates, agency name, address, contact person's name, contact person's phone number and email address. Please make sure that the information provided for your references is current and accurate. References will not be considered if the information provided is inaccurate. Please Do Not Use the City of Garden Grove as a reference.

Please list three (3) references for ERP implementations that most closely reflect the scope of work as described in this RFP. Customer sites should be using the same major version of the software being proposed to the City, similar in scope and complexity, and geographically close the City if possible. At least three (3) of the references should be for sites at which the software has been fully implemented within the past 5 years.

The City prefers references for previous implementation of the same base version that will be proposed for the City (i.e. if the Vendor is proposing version 11.5, references for versions 11.0 thru 11.5 would be preferred).

REFERENCE #1	
Project Name & Location	City of Aspen, CO
Completion Date (Original and Actual. If Different, please explain cause.)	Project Timeframe: <ul style="list-style-type: none"> Phase I Financials, Procurement, and Projects SaaS Modules: October 2015 – January 2017 Phase II HCM, Payroll, and Planning and Budgeting: April 2016 – January 2017
Project Owners Name & Address	Ms. Alice Hackney, Controller 130 S. Galena Street Aspen, CO 81611
Project Owner's Contact Person, Title, Telephone Number, and email address	Ms. Alice Hackney, Controller 130 S. Galena Street Aspen, CO 81611 Phone: 970-920-5044 alice.hackney@cityofaspen.com
Estimated Cost for Entire Project	\$2.6 M
Estimated Cost for Work Which Firm was/is Responsible	100%
Scope of Entire Project (Please give quantitative indications wherever possible)	<p>This implementation is the first successful Oracle SaaS Payroll for a City/County in the United States. With our deployment of HCM and Financials, CherryRoad is also the first System Integrator to bring a client Live with multiple pillars in the public sector.</p> <p>The scope of the project, which included an ahead of schedule deployment of the HCM system in November 2016, allowed the City to fully automate their Open Enrollment for the first time ever. Building on that momentum, our team initiated a Time and Absence integration</p>

REFERENCE #1

with Kronos Time Keeping in production on December 26th and processed the first successful citywide payroll in the new software on January 12th! Ensured the first Payroll was accurate and on-time despite some significant last minute hurdles.

The scope of the Financials implementation included General Ledger, Budgetary Control, Accounts Payable, Accounts Receivable, Assets, Cash Management, Self-Service Procurement, Expenses, fully automated P-Card processing, Supplier Contract Management, Project Portfolio Management, and Project Contracts.

In the first week of the Financials system being Live, the team successfully processed Accounts Payable checks for the City of Aspen, as well as the four (4) component units representing separate legal entities. A key implemented feature was the fully automated requisition to check B2B processing for Staples and Amazon. Invoices are now automatically created and paid once the items are received eliminating all manual data entry.



Project Description **City of Aspen, CO**

Comprehensive Oracle SaaS/Cloud Implementation

Environment

- **Software** – Oracle Cloud/SaaS Applications, version 11
 - Financials Cloud – General Ledger, Accounts Payable, Accounts Receivable, Assets, Cash Management, Expenses
 - Projects Cloud
 - HCM Cloud – HR, Self-Service HR, Payroll, Benefits, Compensation
 - Taleo Cloud – Recruiting, Onboarding
 - Planning and Budgeting Cloud
- **Technology/Hardware** – Hosted Sun Solaris, Virtual

Services

- Full range of functional and technical implementation services, analysis, configuration, training and change management support, and interfaces/conversions

Project Timeframe

- **Phase I Financials, Procurement, and Projects SaaS Modules:** October 2015 – January 2017
- **Phase II HCM, Payroll, and Planning and Budgeting:** April 2016 – January 2017

Client Size

- **550 users; 700 employees**



The City of Aspen, CO selected CherryRoad as the prime contractor for the implementation of the full Oracle Cloud SaaS solution including the Financials Cloud, Project Portfolio Cloud, Procurement Cloud, Project Portfolio Cloud, HCM Cloud, Planning and Budgeting Cloud, Taleo Cloud, and third-party software.

ORACLE CLOUD SOLUTIONS With continued growth projected over the next decade, the City recognized the need to improve its ability to deliver services and reduce operational costs using modern technology. Oracle cloud applications incorporate the best capabilities and functionality from these enterprise applications and offer the most comprehensive cloud available, with a complete suite of enterprise-grade applications, deployed on a common platform, enhanced with modern, socially enabled technologies and applications.

The project went live in January 2017 and was the first successful Oracle SaaS implementation to include Payroll for a City/County in the U.S. This deployment allowed the City to fully automate their Open Enrollment for the first time.

The new ERP system meets administrative management requirements of the City extending into the next decade through a state-of-the-art technology and software infrastructure.

Specific goals established by the City for this initiative include:

- Eliminate stand-alone systems with an integrated SaaS solution
- Improve outdated technology

- Deploy industry “best practices” and processes
- Increase e-Government capabilities
- Reduce manual and paper based processes
- Provide easy information access

CherryRoad deployed the Oracle SaaS solution using our FastTrack Cloud Implementation Methodology designed for rapid, agile, and iterative implementations in the public sector.

CherryRoad provided a comprehensive range of implementation services including:

- Project planning
- Implementation of public sector best practices
- Rapid prototyping
- Conversion
- Integrations
- Testing
- Training
- Roll-out and deployment

It has been clear from the beginning that CherryRoad is invested in the City of Aspen's ERP project. CherryRoad has aligned its resources to ensure a successful implementation. We are pleased that the project team members from CherryRoad are exclusively dedicated to the City of Aspen for the duration of the implementation. We look forward to building a long-term relationship with CherryRoad.

Alice Hackney, Controller

Client Contact:

Ms. Alice Hackney, Controller
130 S. Galena Street
Aspen, CO 81611
Phone: 970-920-5044
alice.hackney@cityofaspen.com

REFERENCE #2	
Project Name & Location	City of Albuquerque, NM
Completion Date (Original and Actual. If Different, please explain cause.)	<p>Project Timeframe:</p> <ul style="list-style-type: none"> • City-Wide Reporting Strategy: Ongoing • Implement ERP Support Protocols and Associated Processes: Ongoing • Procurement Remediation: March 2014 – June 2016 • Implement Treasury Cash Management and Deal Management: April 2015 – June 2016 • Complete HCM Remediation including Talent Management Implementation: September 2014 – May 2016 • Recruiting Implementation: October 2013 – May 2014 • HCM Enhancement: October 2013 – May 2014 • Implement Workflow: October 2013 – May 2014 • Fully Deploy Inventory: October 2013 – May 2014 • Complete Deployment of ESS: October 2013 – May 2014 • Fully Implement Asset Management: October 2013 – May 2014 • Implement Accounts Receivable: October 2013 – May 2014 • Upgrade Financials 9.0 to 9.2: October 2013 – May 2014 • Upgrade HCM 9.0 to 9.2: October 2013 – May 2014 • Remediate Remaining Financial Areas: June 2012 – August 2013 • Preliminary GL Remediation: June 2012 – August 2013 • Remediation Pilot – Payroll, Time, and Labor: June 2012 – August 2013
Project Owners Name & Address	<p>Chris Daniel, CFA, CPA, ERP Program Manager 1 Civic Plaza, Room 8057 P.O. Box 1293 Albuquerque, NM 87102</p>
Project Owner's Contact Person, Title, Telephone Number, and email address	<p>Chris Daniel, CFA, CPA, ERP Program Manager 1 Civic Plaza, Room 8057 P.O. Box 1293 Albuquerque, NM 87102 Phone: 505-768-3394 cdaniel@cabq.gov</p>
Estimated Cost for Entire Project	<p>HCM and FMS Upgrades: \$1,464,000 Entire Remediation Engagement: \$9,100,000</p>
Estimated Cost for Work Which Firm was/is Responsible	100%
Scope of Entire Project (Please give quantitative indications wherever possible)	<p>The City of Albuquerque partnered with CherryRoad to remediate, complete, and enhance its PeopleSoft ERP implementation. The City went live with the implementation of PeopleSoft ERP version 9.0 in January 2009. The City utilizes both the HCM and FMS suite of applications. Since go-live, the City has experienced a myriad of problems related to its deployment of PeopleSoft. While a number of</p>

REFERENCE #2

fixes and improvements have been made, significant issues and challenges remain. In response to these circumstances, the City developed a multi-year Roadmap to transform PeopleSoft into an asset for the organization. The Roadmap consists of a wide range of initiatives to remediate existing functionality currently utilized by the City, complete the implementation of base modules for the integrated solution, and deploy value added functionality.

The City chose to complete the PeopleSoft remediation project using individual work orders. A task order was issued to CherryRoad to begin each of the individual remediations, which include:

- Remediation Pilot – Payroll, Time and Labor
- Preliminary GL Remediation
- Remediate Remaining Financial Areas
- Implement ERP Support Protocols and Associated Processes
- Upgrade FMS and HCM from 9.0 to 9.2
- Implement Accounts Receivable
- Fully Implement Asset Management
- Complete Deployment of ESS
- Replace PARS
- Implement Hyperion Financial Management Plus
- Fully Deploy Inventory
- Implement Workflow
- HCM Enhancement
- Recruiting Implementation
- City-Wide Reporting Strategy



Project Description **City of Albuquerque, NM**

Modules

- **HCM:** Human Resources, Payroll for North America, Benefits Administration, Time and Labor, Employee Self-Service
- **FMS:** General Ledger, Purchasing, Accounts Payable, Inventory, Project Costing, Commitment Control, Asset Management, Treasury

Project Timeframe

- **City-Wide Reporting Strategy:** Ongoing
- **Implement ERP Support Protocols and Associated Processes:** Ongoing
- **Procurement Remediation:** March 2014 – June 2016
- **Implement Treasury Cash Management and Deal Management:** April 2015 – June 2016
- **Complete HCM Remediation including Talent Management Implementation:** September 2014 – May 2016
- **Recruiting Implementation:** October 2013 – May 2014
- **HCM Enhancement:** October 2013 – May 2014
- **Implement Workflow:** October 2013 – May 2014
- **Fully Deploy Inventory:** October 2013 – May 2014
- **Complete Deployment of ESS:** October 2013 – May 2014
- **Fully Implement Asset Management:** October 2013 – May 2014
- **Implement Accounts Receivable:** October 2013 – May 2014
- **Upgrade Financials 9.0 to 9.2:** October 2013 – May 2014
- **Upgrade HCM 9.0 to 9.2:** October 2013 – May 2014
- **Remediate Remaining Financial Areas:** June 2012 – August 2013
- **Preliminary GL Remediation:** June 2012 – August 2013
- **Remediation Pilot – Payroll, Time and Labor:** June 2012 – August 2013

Client Size

- 5,800 users; 5,800 employees



The City of Albuquerque, NM is the 35th largest in the United States with a population of more than 500,000. Approximately 25% of the State's population resides in Albuquerque. The City has an annual operating budget of approximately \$900M and employs a Mayoral-Council form of government. The City Council is comprised of nine Councilors who serve staggered four-year terms. The City has approximately 5,800 employees in 17 municipal departments.



The City of Albuquerque partnered with CherryRoad to remediate, complete, and enhance its PeopleSoft ERP implementation. The City went Live with the implementation of PeopleSoft ERP version 9.0 in January 2009. The City utilizes both the HCM and FMS suite of applications. Since Go-Live, the City has experienced a myriad of problems related to its deployment of PeopleSoft. While a number of fixes and improvements have been made, significant issues and challenges remain. In response to these circumstances, the City developed a multi-year roadmap to transform PeopleSoft into an asset. The roadmap consists of a wide range of initiatives to remediate existing functionality currently utilized by the City, complete the implementation of base modules for the integrated solution, and deploy value-added functionality.

The City chose to complete the PeopleSoft remediation project

using individual work orders. A task order was issued to CherryRoad to begin each of the remediation, which include:

- Remediation Pilot – Payroll, Time and Labor
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- Replace PARS
- Implement Hyperion Financial Management Plus
- Fully Deploy Inventory
- Implement Workflow
- HCM Enhancement
- Recruiting Implementation
- City-wide Reporting Strategy

Client Contact:

Chris Daniel, CFA, CPA, ERP
Program Manager
1 Civic Plaza, Room 8057
P.O. Box 1293
Albuquerque, NM 87102
Phone: 505-768-3394
cdaniel@cabq.gov

REFERENCE #3	
Project Name & Location	Napa County, CA
Completion Date (Original and Actual. If Different, please explain cause.)	Project Timeframe: <ul style="list-style-type: none"> • HCM Health Check: January 2012 – March 2012 • Upgrade HCM 8.3 to 8.9: November 2006 – April 2007 • Upgrade Financials 7.5 to 8.4: September 2003 – September 2004 • Implement Time & Labor 8.3: July 2003 – November 2003 • Implement Benefits Administration 8.3: July 2003 – October 2003 • Upgrade HCM 7.5 to 8.3: July 2002 – October 2002 • Assess HCM Upgrade 7.5 to 8.3: March 2002 • Implement Financials 7.0 to 7.5: January 2001 – April 2001
Project Owners Name & Address	Jon Gjestvang, Chief Information Officer 650 Imperial Way, Suite 201 Napa, CA 94559
Project Owner's Contact Person, Title, Telephone Number, and email address	Jon Gjestvang, Chief Information Officer 650 Imperial Way, Suite 201 Napa, CA 94559 Phone: 707-253-4066 jgjestvang@co.napa.us
Estimated Cost for Entire Project	\$2.9 M
Estimated Cost for Work Which Firm was/is Responsible	100%
Scope of Entire Project (Please give quantitative indications wherever possible)	Please see the following profile.



Project Description Napa County, CA

Modules

- **HCM:** HR, Payroll, Benefits Administration, Time & Labor
- **Financials:** Asset Management, Accounts Payable, Accounts Receivable, General Ledger, Inventory, Purchasing, Projects

Project Timeframe

- **HCM Health Check:** January 2012 – March 2012
- **Upgrade HCM 8.3 to 8.9:** November 2006 – April 2007
- **Upgrade Financials 7.5 to 8.4:** September 2003 – September 2004
- **Implement Time & Labor 8.3:** July 2003 – November 2003
- **Implement Benefits Administration 8.3:** July 2003 – October 2003
- **Upgrade HCM 7.5 to 8.3:** July 2002 – October 2002
- **Assess HCM Upgrade 7.5 to 8.3:** March 2002
- **Implement Financials 7.0 to 7.5:** January 2001 – April 2001

Client Size

- 20 users; 3,500 employees



Created in 1850, the County of Napa is located north of the San Francisco Bay Area and spans 754 square miles. The County is recognized worldwide for its award-winning wines.

Napa County is a long-time CherryRoad client, having partnered together since 2001.



Most recently, CherryRoad performed a HCM Health Check on version 9.1 for the County. This effort reviewed current business processes and outlined areas for change to make the department more efficient. Additionally, CherryRoad made recommendations to take advantage of functionality not currently being utilized in HCM, and focused on specific pain points such as Step Advancement, Leave Management, and Self-Service.

Earlier projects included:

- Assisted the County with an upgrade of PeopleSoft HCM from version 8.3 to 8.9.
- Implemented PeopleSoft Time & Labor and Benefits Administration version 8.3.
- Provided assistance to upgrade PeopleSoft Financials from version 7.5 to 8.4 by reviewing table setup, testing, and troubleshooting.
- Conducted the upgrade of PeopleSoft HRMS from version 7.5 to 8.3 in conjunction with the County's platform change from Informix to SQL server.
- Conducted a Readiness Assessment for the upgrade of PeopleSoft HRMS to version 8.3, including a review of business processes.

CherryRoad also conducted the PeopleSoft Financials upgrade from version 7.0 to 7.5. After County staff performed the initial upgrade, CherryRoad quickly assessed the situation and provided direction and structure to their functional approach. We also provided testing, project planning and management, status meeting facilitation, issue resolution, and troubleshooting. The County agreed to extend the Go-Live date in order to continue with testing and functional enhancements that delivered a much better working system to the users. The CherryRoad and County teams successfully completed the test moves and final move to production, applied Service Pack 1, and met the new Go-Live date.

"CherryRoad's broad base of public sector experience has assisted us in re-engineering our business process to take advantage of best practices. Their expertise has saved the County both time and money. I highly recommend CherryRoad Technologies for your ERP implementation."

Bennett Wilson, Director
Napa County Information Technology Services

Client Contact:

Jon Gjestvang, Chief Information Officer
650 Imperial Way, Suite 201
Napa, CA 94559
Phone: 707-253-4066
jgjestvang@co.napa.us



h. Completed W-9 Form - Appendix H

Please find CherryRoad's completed W-9 form following this cover page.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
CherryRoad Technologies Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☒ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
301 Gibraltar Drive, Suite 2C

6 City, state, and ZIP code
Morris Plains, NJ 07950

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			-			-			
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or

Employer identification number

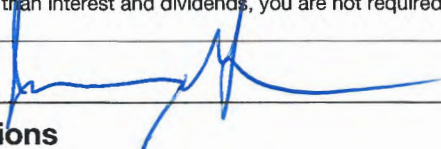
2	0	-	5	0	8	4	3	8	9
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ 

Date ▶ **8/11/17**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

i. Key Outside Consultants – Appendix I

Vendors shall provide information regarding the utilization of Key Outside Consultants using the form provided. Please note that it is the responsibility of the prime contractor to ensure that the contract terms and conditions extend to its proposed outside consultants.

Each vendor must complete this form for all proposed subcontractors. If no subcontractors are proposed, then this form does not have to be submitted.

Subcontractor #1	
Name & Address	N/A
Specialty / Role with this Project	
Worked with Lead Firm Before (including scope and role)	
Year Firm Established	
Years of Experience providing software services	

CherryRoad will not be using any outside consultants for this project.

j. Vendor's Standard Software License Agreement - Appendix J

Vendors shall provide a copy of its Standard Software Licensing Agreement.

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

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

1. AGREEMENT DEFINITIONS

- 1.1. **"Ancillary Software"** means any software agent or tool that Oracle makes available to You for download for purposes of facilitating Your access to, operation of, and/or use with, the Services Environment.
- 1.2. **"Auto Renew" or "Auto Renewal"** is the process by which the Services Period of certain Cloud Services under an order is automatically extended for an additional Services Period unless such Services are otherwise terminated in accordance with the terms of the order or this Agreement. The Service Specifications incorporated into your order define which Cloud Services are eligible for Auto Renewal as well as any terms applicable to such renewal.
- 1.3. **"Cloud Services" or "Services"** means, collectively, the Oracle cloud services (e.g., Oracle software as a service offerings and related Oracle Programs) listed in Your order and defined in the Service Specifications. The term "Cloud Services" does not include Professional Services.
- 1.4. **"Data Center Region"** refers to the geographic region in which the Services Environment is physically located. The Data Center Region applicable to the Cloud Services is set forth in Your order.
- 1.5. **"Oracle"** is a first tier subcontractor under this Agreement for the Oracle Cloud Services identified in Your order.
- 1.6. **"Oracle Programs"** refers to the software products owned or licensed by Oracle to which Oracle grants You access as part of the Cloud Services, including Program Documentation, and any program updates provided as part of the Cloud Services.
- 1.7. **"Program Documentation"** refers to the user manuals referenced within the Service Specifications for Cloud Services, as well as any help windows and readme files for the Oracle Programs that are accessible from within the Services. The Program Documentation describes technical and functional aspects of the Oracle Programs. For Oracle Infrastructure-as-a-Service (IaaS) Cloud Services, "Program Documentation" includes documentation, help windows and readme files for the IaaS hardware products. You may access the documentation online at <http://oracle.com/contracts> or such other address specified by Oracle.
- 1.8. **"Services Environment"** refers to the combination of hardware and software components owned, licensed or managed by Oracle to which Oracle grants You and Your Users access as part of the Cloud Services which You have ordered. As applicable and subject to the terms of this Agreement and Your order, Oracle Programs, Third Party Content, Your Content and Your Applications may be hosted in the Services Environment.

- 1.9. **“Service Specifications”** means the descriptions on www.oracle.com/contracts, or such other address specified by Oracle, that are applicable to the Services under Your order, including any Program Documentation, hosting, support and security policies (for example, Oracle Cloud Hosting and Delivery Policies), and other descriptions referenced or incorporated in such descriptions or Your order.
- 1.10. **“Services Period”** refers to the period of time for which You have ordered Cloud Services as specified in Your order.
- 1.11. **“Third Party Content”** means all text, files, images, graphics, illustrations, information, data, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Oracle and made available to You through, within, or in conjunction with Your use of, the Cloud Services. Examples of Third Party Content include data feeds from social network services, rss feeds from blog posts, data libraries and dictionaries, and marketing data.
- 1.12. **“Users”** means those employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use the Cloud Services in accordance with this Agreement and Your order. For Cloud Services that are specifically designed to allow Your clients, agents, customers, suppliers or other third parties to access the Cloud Services to interact with You, such third parties will be considered “Users” subject to the terms of this Agreement and Your order.
- 1.13. **“You”** and **“Your”** refers to the entity that has ordered Oracle Cloud Services under this Agreement.
- 1.14. **“Your Applications”** means all software programs, including any source code for such programs, that You or Your Users provide and load onto, or create using, any Oracle “platform-as-a-service” or “infrastructure-as-a-service” Cloud Services. Services under this Agreement, including Oracle Programs and Services Environments, Oracle intellectual property, and all derivative works thereof, do not fall within the meaning of the term “Your Applications.”
- 1.15. **“Your Content”** means all text, files, images, graphics, illustrations, information, data (including Personal Data as that term is defined in the Data Processing Agreement for Oracle Cloud Services described in Section 11.2 below), audio, video, photographs and other content and material (other than Your Applications), in any format, provided by You or on behalf of Your Users that reside in, or run on or through, the Services Environment.

2. TERM OF AGREEMENT

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

3. RIGHTS GRANTED

3.1 For the duration of the Services Period and subject to Your payment obligations, and except as otherwise set forth in this Agreement or Your order, You have the non-exclusive, non-assignable, worldwide limited right to access and use the Services that You ordered, including anything developed by Oracle and delivered to You as part of the Services, solely for Your internal business operations and subject to the terms of this Agreement and Your order, including the Service Specifications. You may allow Your Users to use the Services for this purpose and You are responsible for Your Users’ compliance with this Agreement and the order.

3.2 You do not acquire under this Agreement any right or license to use the Services, including the Oracle Programs and Services Environment, in excess of the scope and/or duration of the Services stated in Your order. Upon the end of the Services ordered, Your right to access and use the Services will terminate.

3.3 To enable Oracle to provide You and Your Users with the Services, You grant Oracle the right to use, process and transmit, in accordance with this Agreement and Your order, Your Content and Your Applications for the duration of the Services Period plus any additional post-termination period during which Oracle provides You with access to retrieve an export file of Your Content and Your Applications. If Your Applications include third party programs, You acknowledge that Oracle may allow providers of those third party programs to access the Services Environment, including Your Content and Your Applications, as required for the interoperation of such third party programs with the Services. Oracle will not be responsible for any use, disclosure, modification or deletion of Your Content or Your Applications resulting from any such access by third party program providers or for the interoperability of such third party programs with the Services.

3.4 Except as otherwise expressly set forth in Your order for certain Cloud Services offerings (e.g., a private cloud hosted at Your facility), You acknowledge that Oracle has no delivery obligation for Oracle Programs and will not ship copies of such programs to You as part of the Services.

3.5 As part of certain Cloud Services offerings, Oracle may provide You with access to Third Party Content. The type and scope of any Third Party Content is defined in Your order or applicable Service Specifications. The third party owner, author or provider of such Third Party Content retains all ownership and intellectual property rights in and to that content, and Your rights to use such Third Party Content are subject to, and governed by, the terms applicable to such content as specified by such third party owner, author or provider, unless otherwise specified in Your order.

4. OWNERSHIP AND RESTRICTIONS

4.1 You retain all ownership and intellectual property rights in and to Your Content and Your Applications. Oracle or its licensors retain all ownership and intellectual property rights to the Services, including Oracle Programs and Ancillary Software, and derivative works thereof, and to anything developed or delivered by or on behalf of Oracle under this Agreement.

4.2 You may not, and may not cause or permit others to:

- a) remove or modify any program markings or any notice of Oracle's or its licensors' proprietary rights;
- b) make the programs or materials resulting from the Services (excluding Your Content and Your Applications) available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific Services You have acquired);
- c) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, distribute, republish or download any part of the Services (the foregoing prohibitions include but are not limited to review of data structures or similar materials produced by programs), or access or use the Services in order to build or support, and/or assist a third party in building or supporting, products or Services competitive to Oracle;
- d) perform or disclose any benchmark or performance tests of the Services, including the Oracle Programs;
- e) perform or disclose any of the following security testing of the Services Environment or associated infrastructure: network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, or penetration testing; and

- f) license, sell, rent, lease, transfer, assign, distribute, host, outsource, permit timesharing or service bureau use, or otherwise commercially exploit or make available the Services, Oracle Programs, Ancillary Software, Services Environments or Oracle materials to any third party, other than as expressly permitted under the terms of the applicable order.

5. SERVICE SPECIFICATIONS

5.1 The Services are subject to and governed by Service Specifications applicable to Your order. Service Specifications may define provisioning and management processes applicable to the Services (such as capacity planning), types and quantities of system resources (such as storage allotments), functional and technical aspects of the Oracle Programs, as well as any Services deliverables. You acknowledge that use of the Services in a manner not consistent with the Service Specifications may adversely affect Services performance and/or may result in additional fees. If the Services permit You to exceed the ordered quantity (e.g., soft limits on counts for Users, sessions, storage, etc.), then You are responsible for promptly purchasing such additional quantity to account for Your excess usage. For any month that You do not promptly purchase such additional quantity, Oracle may require You to pay, in addition to the fees for the additional quantity, an excess usage fee for those Services equivalent to 10% of the fees for the additional quantity in the month in which such excess usage occurred.

5.2 Oracle may make changes or updates to the Services (such as infrastructure, security, technical configurations, application features, etc.) during the Services Period, including to reflect changes in technology, industry practices, patterns of system use, and availability of Third Party Content. The Service Specifications are subject to change at Oracle's discretion; however, Oracle changes to the Service Specifications will not result in a material reduction in the level of performance, security or availability of the applicable Services provided to You for the duration of the Services Period.

5.3 Your order will specify the Data Center Region in which Your Services Environment will reside. As described in the Service Specifications and to the extent applicable to the Cloud Services that You have ordered, Oracle will provide production, test, and backup environments in the Data Center Region stated in Your order. Oracle and its affiliates may perform certain aspects of Cloud Services, such as service administration and support, as well as other Services (including Professional Services and disaster recovery), from locations and/or through use of subcontractors, worldwide.

6. USE OF THE SERVICES

6.1 You are responsible for identifying and authenticating all Users, for approving access by such Users to the Services, for controlling against unauthorized access by Users, and for maintaining the confidentiality of usernames, passwords and account information. By federating or otherwise associating Your and Your Users' usernames, passwords and accounts with Oracle, You accept responsibility for the confidentiality and timely and proper termination of user records in Your local (intranet) identity infrastructure or on Your local computers. Oracle is not responsible for any harm caused by Your Users, including individuals who were not authorized to have access to the Services but who were able to gain access because usernames, passwords or accounts were not terminated on a timely basis in Your local identity management infrastructure or Your local computers. You are responsible for all activities that occur under Your and Your Users' usernames, passwords or accounts or as a result of Your or Your Users' access to the Services, and agree to notify Oracle immediately of any unauthorized use. You agree to make every reasonable effort to prevent unauthorized third parties from accessing the Services.

6.2 You shall not use or permit use of the Services, including by uploading, emailing, posting, publishing or otherwise transmitting any material, including Your Content, Your Applications and Third Party Content, for any purpose that may (a) menace or harass any person or cause damage or injury to any person or property, (b) involve the publication of any material that is false, defamatory, harassing or obscene, (c) violate privacy rights or promote bigotry, racism, hatred or harm, (d) constitute unsolicited bulk e-mail, "junk mail", "spam" or chain letters; (e) constitute an infringement of intellectual property or other proprietary rights, or (f) otherwise violate

applicable laws, ordinances or regulations. In addition to any other rights afforded to Oracle under this Agreement, Oracle reserves the right, but has no obligation, to take remedial action if any material violates the restrictions in the foregoing sentence (the "Acceptable Use Policy"), including the removal or disablement of access to such material. Oracle shall have no liability to You in the event that Oracle takes such action. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of Your Content and Your Applications. To the extent not prohibited by law, You agree to defend and indemnify Oracle against any claim arising out of a violation of Your obligations under this section.

6.3 You are required to accept all patches, bug fixes, updates, maintenance and service packs (collectively, "Patches") necessary for the proper function and security of the Services, including for the Oracle Programs, as such Patches are generally released by Oracle as described in the Service Specifications. Oracle is not responsible for performance or security issues encountered with the Cloud Services that result from Your failure to accept the application of Patches that are necessary for the proper function and security of the Services. Except for emergency or security related maintenance activities, Oracle will coordinate with You the scheduling of application of Patches, where possible, based on Oracle's next available standard maintenance window.

7. TRIAL USE AND PILOT CLOUD SERVICES

7.1 For certain Cloud Services, Oracle may make available "trials" and "conference room pilots" for non-production evaluation purposes. Cloud trials and conference room pilots must be ordered under a separate agreement.

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

8. SERVICES PERIOD; END OF SERVICES

8.1 Services provided under this Agreement shall be provided for the Services Period defined in Your order, unless earlier suspended or terminated in accordance with this Agreement or the order. If stated in the Service Specifications, certain Cloud Services that are ordered will Auto Renew for additional Service Periods unless (i) You provide CherryRoad Technologies with written notice no later than thirty (30) days prior to the end of the applicable Services Period of Your intention not to renew such Cloud Services, or (ii) CherryRoad Technologies provides You with written notice no later than ninety (90) days prior to the end of the applicable Services Period of its intention not to renew such Cloud Services.

8.2 Upon the end of the Services, You no longer have rights to access or use the Services, including the associated Oracle Programs and Services Environments; however, for a period of up to 60 days after the end of the applicable Services Period, Oracle will make available Your Content and Your Applications then in the Services Environment for the purpose of retrieval by You. At the end of such 60 day period, and except as may be required by law, Oracle will delete or otherwise render inaccessible any of Your Content and Your Applications that remain in the Services Environment.

8.3 Oracle may temporarily suspend Your password, account, and access to or use of the Services if You or Your Users violate any provision within the 'Rights Granted', 'Ownership and Restrictions', 'Fees and Taxes', 'Use of the Services', or 'Export' sections of this Agreement, or if in Oracle's reasonable judgment, the Services or any component thereof are about to suffer a significant threat to security or functionality. Oracle will provide advance notice to You of any such suspension in Oracle's reasonable discretion based on the nature of the circumstances giving rise to the suspension. Oracle will use reasonable efforts to re-establish the affected Services promptly after Oracle determines, in its reasonable discretion, that the situation giving rise to the suspension has been cured; however, during any suspension period, Oracle will make available to You Your

Content and Your Applications as existing in the Services Environment on the date of suspension. Oracle may terminate the Services under an order if any of the foregoing causes of suspension is not cured within 30 days after Oracle's initial notice thereof. Any suspension or termination by Oracle under this paragraph shall not excuse You from Your obligation to make payment(s) under this Agreement.

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

8.5 Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, indemnification, payment and others which by their nature are intended to survive.

9. NONDISCLOSURE

9.1 By virtue of this Agreement, both parties, and Oracle, may have access to information that is confidential to one another ("Confidential Information"). Both parties, and Oracle, agree to disclose only information that is required for the performance of obligations under this Agreement. Confidential information shall be limited to the terms and pricing under this Agreement, Your Content and Your Applications residing in the Services Environment, and all information clearly identified as confidential at the time of disclosure.

9.2 A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

9.3 Subject to the requirements of the California Public Records Act (Govt Section 6250 et seq.) or other applicable law, both parties, and Oracle, agree not to disclose each other's Confidential Information to any third party other than as set forth in the following sentence for a period of three years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party; however, Oracle will hold Your Confidential Information that resides within the Services Environment in confidence for as long as such information resides in the Services Environment. Both parties, and Oracle, each may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement. Oracle will protect the confidentiality of Your Content or Your Applications residing in the Services Environment in accordance with the Oracle security practices defined as part of the Service Specifications applicable to Your order. In addition, Your Personal Data will be treated in accordance with the terms of Section 10 below. Nothing shall prevent any party from disclosing the terms or pricing under this Agreement or orders placed under this Agreement in any legal proceeding arising from or in connection with this Agreement or from disclosing the Confidential Information to a governmental entity as required by law. Should You receive a request under the California Public Records Act or other applicable law for Oracle's Confidential Information, You agree to give Oracle adequate prior notice of the request, and before releasing Oracle's Confidential Information to a third party, in order to allow Oracle sufficient time to seek injunctive or other relief against such disclosure.

10. DATA PROTECTION

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

10.2 Oracle's Data Processing Agreement for Oracle Cloud Services (the "Data Processing Agreement"), which is available at <http://www.oracle.com/dataprocessingagreement> and incorporated herein by reference, describes the parties', and Oracle's respective roles for the processing and control of Personal Data that You provide to Oracle as part of the Cloud Services. Oracle will act as a data processor, and will act on Your instruction concerning the treatment of Your Personal Data residing in the Services Environment, as specified in this Agreement, the Data Processing Agreement and the applicable order. You agree to provide any notices and obtain any consents related to Your use of the Services and Oracle's provision of the Services, including those related to the collection, use, processing, transfer and disclosure of Personal Data.

10.3 The Service Specifications applicable to Your order define the administrative, physical, technical and other safeguards applied to Your Content residing in the Services Environment, and describe other aspects of system management applicable to the Services. You are responsible for any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content and Your Applications, including any viruses, Trojan horses, worms or other programming routines contained in Your Content or Your Applications that could limit or harm the functionality of a computer or that could damage, intercept or expropriate data. You may disclose or transfer, or instruct Oracle to disclose or transfer, Your Content or Your Applications to a third party, and upon such disclosure or transfer Oracle is no longer responsible for the security or confidentiality of such content and applications outside of Oracle.

10.4 You may not provide Oracle access to health, payment card or similarly sensitive personal information that imposes specific data security obligations for the processing of such data unless specified in Your order. If available, You may purchase services from Oracle (e.g., Oracle Payment Card Industry Compliance Services, Oracle HIPAA Security Services, Oracle Federal Security Services, etc.) designed to address particular data protection requirements applicable to Your business or Your Content.

11. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

11.1 Oracle warrants that Oracle will perform Cloud Services in all material respects as described in the Service Specifications. If the Services provided to You were not performed as warranted, You must promptly provide written notice to Oracle that describes the deficiency in the Services (including, as applicable, the service request number notifying Oracle of the deficiency in the Services).

11.2 ORACLE DOES NOT GUARANTEE THAT (A) THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT ORACLE WILL CORRECT ALL SERVICES ERRORS, (B) THE SERVICES WILL OPERATE IN COMBINATION WITH YOUR CONTENT OR YOUR APPLICATIONS, OR WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS, SERVICES OR DATA NOT PROVIDED BY ORACLE, AND (C) THE SERVICES WILL MEET YOUR REQUIREMENTS, SPECIFICATIONS OR EXPECTATIONS. YOU ACKNOWLEDGE THAT ORACLE DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. ORACLE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. ORACLE IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT, YOUR APPLICATIONS OR THIRD PARTY CONTENT.

11.3 FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND ORACLE WILL REFUND TO CHERRYROAD TECHNOLOGIES, THE FEES FOR THE TERMINATED SERVICES THAT CHERRYROAD TECHNOLOGIES PAID TO ORACLE FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION AND CHERRYROAD TECHNOLOGIES WILL IN TURN REFUND TO YOU THE FEES FOR THE TERMINATED SERVICES THAT YOU PAID TO CHERRYROAD TECHNOLOGIES FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION.

11.4 TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

12. LIMITATION OF LIABILITY

NEITHER PARTY, NOR ORACLE, SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS, DATA, OR DATA USE. ORACLE'S AGGREGATE LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE TOTAL AMOUNTS ACTUALLY PAID TO ORACLE FOR THE SERVICES UNDER THE ORDER GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY LESS ANY REFUNDS OR CREDITS RECEIVED UNDER SUCH ORDER.

13. INDEMNIFICATION

13.1 Subject to the terms of this Section 13 (Indemnification) and to the extent not prohibited by law, if a third party makes a claim against either You or Oracle ("Recipient" which may refer to You or Oracle depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively, "Material") furnished by either You or Oracle ("Provider" which may refer to You or Oracle depending on which party provided the Material) and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

- a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
- b. gives the Provider sole control of the defense and any settlement negotiations; and
- c. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

13.2 If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the right to access or license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially affects Oracle's ability to meet its obligations under the relevant order, then Oracle may, at its option and upon 30 days prior written notice, terminate the order. If such Material is third party technology and the terms of the third party license do not allow Oracle to terminate

the license, then Oracle may, upon 30 days prior written notice, end the Services associated with such Material and refund to CherryRoad Technologies, and CherryRoad Technologies Inc. will in turn refund to You any unused, prepaid fees for such Services.

13.3 The Provider will not indemnify the Recipient if the Recipient (a) alters the Material or uses it outside the scope of use identified in the Provider's user or program documentation or Service Specifications, (b) uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was made available to the Recipient, or (c) continues to use the applicable Material after the end of the license to use that Material. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, service, data, hardware or material not furnished by the Provider. Oracle will not indemnify You for any portion of an infringement claim that is based upon the combination of any Material with any products or Services not provided by Oracle. Oracle will not indemnify You to the extent that an infringement claim is based on Third Party Content or any Material from a third party portal or other external source that is accessible or made available to You within or by the Services (e.g., a social media post from a third party blog or forum, a third party Web page accessed via a hyperlink, marketing data from third party data providers, etc.). Oracle will not indemnify You for infringement caused by Your actions against any third party if the Services as delivered to You and used in accordance with the terms of this Agreement would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify You for any intellectual property infringement claim(s) known to You at the time Services rights are obtained.

13.4 This Section 13 provides the parties' exclusive remedy for any infringement claims or damages.

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

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

14.2 Any Third Party Content made accessible by Oracle is provided on an "as-is" and "as available" basis without any warranty of any kind. Third Party Content may be indecent, offensive, inaccurate, infringing or otherwise objectionable or unlawful, and You acknowledge that Oracle is not responsible for and under no obligation to control, monitor or correct Third Party Content; however, Oracle reserves the right to take remedial action if any such content violates applicable restrictions under Section 6.2 of this Agreement, including the removal of, or disablement of access to, such content. Oracle disclaims all liabilities arising from or related to Third Party Content.

14.3 You acknowledge that: (i) the nature, type, quality and availability of Third Party Content may change at any time during the Services Period, and (ii) features of the Services that interoperate with third parties such as Facebook™, YouTube™ and Twitter™, etc. (each, a "Third Party Service"), depend on the continuing availability of such third parties' respective application programming interfaces (APIs) for use with the Services. Oracle may update, change or modify the Services under this Agreement as a result of a change in, or unavailability of, such Third Party Content, Third Party Services or APIs. If any third party ceases to make its Third Party Content or APIs available on reasonable terms for the Services, as determined by Oracle in its sole discretion, Oracle may cease providing access to the affected Third Party Content or Third Party Services without any liability to You. Any changes to Third Party Content, Third Party Services or APIs, including their availability or unavailability, during the Services Period does not affect Your obligations under this Agreement or the applicable order, and You will not be entitled to any refund, credit or other compensation due to any such changes.

14.4 Any Third Party Content that You store in Your Services Environment will count towards any storage or other allotments applicable to the Cloud Services that You ordered.

15. SERVICES TOOLS AND ANCILLARY SOFTWARE

15.1 Oracle may use tools, scripts, software, and utilities (collectively, the “Tools”) to monitor and administer the Services and to help resolve Your Oracle service requests. The Tools will not collect or store any of Your Content or Your Applications residing in the Services Environment, except as necessary to provide the Services or troubleshoot service requests or other problems in the Services. Information collected by the Tools (excluding Your Content and Your Applications) may also be used to assist in managing Oracle’s product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license and Services management.

15.2 Oracle may provide You with on-line access to download certain Ancillary Software for use with the Services. If Oracle licenses Ancillary Software to You and does not specify separate terms for such Ancillary Software, then, subject to Your payment obligations, (i) You have the non-exclusive, non-assignable, worldwide limited right to use such Ancillary Software solely to facilitate Your access to, operation of, and/or use of the Services Environment, subject to the terms of this Agreement and Your order, including the Services Specifications, (ii) Oracle will maintain such Ancillary Software as part of the Cloud Services, and (iii) Your right to use such Ancillary Software will terminate upon the earlier of Oracle’s notice (which may be through posting on <https://support.oracle.com> or such other URL designated by Oracle) or the end of the Cloud Services associated with the Ancillary Programs. If Ancillary Software is licensed to You under separate third party license terms, then Your use of such software is subject solely to such separate terms.

16. SERVICE ANALYSES

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

17. EXPORT

17.1 Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Services. You agree that such export laws govern Your use of the Services (including technical data) and any Services deliverables provided under this Agreement, and You agree to comply with all such export laws and regulations (including “deemed export” and “deemed re-export” regulations). You agree that no data, information, software programs and/or materials resulting from Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

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

18. FORCE MAJEURE

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

19. GOVERNING LAW AND JURISDICTION

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

20. NOTICE

20.1 Any notice required under this Agreement shall be provided to the other party, and Oracle, in writing. If You have a legal dispute with Oracle or if You wish to provide a notice under the Indemnification Section of this Agreement, or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to: Oracle America, Inc., 500 Oracle Parkway, Redwood Shores, CA 94065. Attention: General Counsel, Legal Department.

20.2 To request a termination of Services in accordance with this Agreement, You must submit a service request to Oracle at the address specified in Your order or the Service Specifications.

20.3 Oracle may give notices applicable to Oracle's Cloud Services customer base by means of a general notice on the Oracle portal for the Cloud Services, and notices specific to You by electronic mail to Your e-mail address on record in Oracle's account information or by written communication sent by first class mail or pre-paid post to Your address on record in Oracle's account information.

21. ASSIGNMENT

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

22. OTHER

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

responsible for Oracle resources under this Agreement. This Agreement is entered exclusively between You and CherryRoad Technologies. While Oracle has no contractual relationship with You, Oracle is a third party beneficiary of this Agreement.

22.2 If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of this Agreement.

22.3 Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than two years after the cause of action has accrued.

22.4 Oracle Programs and Services are not designed for or specifically intended for use in nuclear facilities or other hazardous applications. You agree that it is Your responsibility to ensure safe use of Oracle Programs and Services in such applications.

22.5 You shall obtain at Your sole expense any rights and consents from third parties necessary for Your Content, Your Applications, and Third Party Content, as well as other vendor's products provided by You that You use with the Services, including such rights and consents as necessary for Oracle to perform the Services under this Agreement.

22.6 You agree to provide Oracle with all information, access and full good faith cooperation reasonably necessary to enable Oracle to provide the Services and You will perform the actions identified in Your order as Your responsibilities.

22.7 You remain solely responsible for Your regulatory compliance in connection with Your use of the Services. You are responsible for making Oracle aware of any technical requirements that result from Your regulatory obligations prior to entering into an order governed by this Agreement. Oracle will cooperate with Your efforts to determine whether use of the standard Oracle Services offering is consistent with those requirements. Additional fees may apply to any additional work performed by Oracle or changes to the Services.

22.8 Oracle may audit Your use of the Services (e.g., through use of software tools) to assess whether Your use of the Services is in accordance with Your order and the terms of this Agreement. You agree to cooperate with Oracle's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations. You agree to pay within 30 days of written notification any fees applicable to Your use of the Services in excess of Your rights.. If you do not pay, Oracle can end Your Services and/or Your order. You agree that Oracle shall not be responsible for any of Your costs incurred in cooperating with the audit.

22.9 The purchase of Cloud Services, or other service offerings, programs or products are all separate offers and separate from any other order. You understand that You may purchase Cloud Services, or other service offerings, programs or products independently of any other order. Your obligation to pay under any order is not contingent on performance of any other service offerings or delivery of programs or products.

23. ENTIRE AGREEMENT

23.1 You agree that this Agreement and the information which is incorporated into this Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, is the complete agreement for the Services ordered by You and supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Services.

23.2 It is expressly agreed that the terms of this Agreement and any Oracle order shall supersede the terms in any purchase order, procurement internet portal, or other similar non-Oracle document and no terms included in any such purchase order, portal, or other non-Oracle document shall apply to the Services ordered. In the event of any inconsistencies between the terms of an order and the Agreement, the Agreement shall take precedence; however, unless expressly stated otherwise in an order, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in an order and this Agreement. Except as otherwise permitted in Section 5 (Service Specifications), Section 10 (Data Protection) and Section 14 (Third Party Web Sites) with respect to the Services, this Agreement and orders hereunder may not be modified and the rights and restrictions may not be altered or waived except in a writing signed by authorized representatives of You and CherryRoad Technologies. Except as set forth in Section 22.1, no third party beneficiary relationships are created by this Agreement.



24. CLOUD SERVICES EFFECTIVE DATE

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

CLIENT

Authorized

Signature: _____

Name: _____

Title: _____

Signature Date: _____

Agreement No.: _____

CHERRYROAD TECHNOLOGIES INC.

Authorized

Signature: _____

Name: _____

Title: _____

Signature Date: _____



k. Vendor's Standard Support/Maintenance Agreement – Appendix K

Vendors shall provide a copy of its Standard Support/Maintenance Agreement

Please refer to the CherryRoad/Oracle Public Sector Cloud Services Agreement provided in Appendix J.

1. Vendor's Professional Services Agreement - Appendix L

Vendors shall provide a copy of its Standard Professional Services Agreement.



SERVICES AGREEMENT

THIS AGREEMENT made the ____ day of _____, 2017, by and between _____, having its principal offices at _____, hereinafter referred to as "Client," and CherryRoad Technologies Inc., with offices located at 301 Gibraltar Drive, Suite 2C, Morris Plains, New Jersey 07950, hereinafter referred to as "Consultant" in the following manner:

WITNESSETH:

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

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

- 1. Scope of Services:** The Statement of Work, attached as Exhibit A and incorporated as part of this Agreement, shall define the scope of services ("Services") for this engagement. Client acknowledges that the performance of the Services under this Agreement will be an interdependent effort with employees and agents from both Consultant and Client working together to perform the Services. Both parties agree to fully cooperate with each other in the performance of the Services and to meet the obligations assigned to each party in Exhibit A. Each party shall be responsible for the acts and omissions of its own employees and agents.
- 2. Payment Terms:** A schedule of deliverables and progress payments has been defined based on the pricing outlined in Exhibit A to this Agreement. Exhibit A explicitly overrides any pricing and payment schedules referenced in Consultant's original proposal and in the Client's RFP. Consultant will invoice Client as identified in Exhibit A. Actual travel expenses are subject to the expense guidelines identified in Exhibit A and are additionally billable. Client agrees to remit payment for properly submitted invoices within thirty (30) days of receipt of invoice.
- 3. Order of Precedence:** If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) the terms and conditions set forth in this Agreement; 2) the Statement of Work; 3) Consultant's Proposal 4) Client's RFP No. ____ and all associated addenda.
- 4. Work Stoppage:** In the event Client fails to pay Consultant for work successfully completed in accordance with the terms of this Agreement, or if Client fails to meet its obligations identified in Exhibit A of this Agreement Consultant may temporarily cease any and all work under this Agreement ("Work Stoppage"), provided Consultant gives Client at least ten (10) calendar days' notice and Client

fails to cure within such ten (10) calendar days. In such event, if the period of time for such Work Stoppage is more than ten (10) calendar days, Consultant shall have the right to terminate for cause. In the event Client cures by making full payment after the Work Stoppage and/or demonstrates to Consultant's satisfaction its ability to meet its obligations prior to any termination, Consultant will return to work within a reasonable time, but in no event more than thirty (30) calendar days thereafter.

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

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

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

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

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

8. Termination: This Agreement may be terminated upon the following events:

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

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

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

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

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

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

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

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

9. Insurance: INSERT CLIENT’S INSURANCE REQUIREMENTS

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

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

11. Records to be kept by Consultant: Insert Client’s Record Keeping and Audit Language

12. Force Majeure: Neither party shall be liable to the other for any failure or delay in performance hereunder due to circumstances beyond its reasonable control including, but not limited to acts of God; labor disputes; and governmental and judicial action not the fault of the party causing such failure or delay in performance. Upon receipt of notice of failure or delay in performance caused by the foregoing, performance time shall be considered extended for a period of time equivalent to the time lost as a result of any such delay. If either party is unable to continue to perform for a period of thirty (30) calendar days from the date such notice was issued, then either party may terminate this Agreement.

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

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

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

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

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

- 14. Dispute Resolution:** Any dispute, disagreement, claim or controversy between the parties arising out of or relating to this Agreement (the "Disputed Matter") shall be resolved by mutual agreement by first having the Project Manager for Consultant and the Project Manager or Project Leader for Client meet to endeavor to resolve such dispute. If a resolution to such dispute does not occur during such meeting or within three (3) business days thereafter, the parties agree to elevate the dispute to a meeting of the Client's Project Steering Committee. If a resolution of such dispute does not occur during such meeting or within five (5) business days thereafter, the parties agree to elevate the dispute to the Vice President or President level of Consultant and Client's Chairman of the Executive Committee. If either of the representatives at this level concludes, after a good faith attempt to resolve the Disputed Matter, that amicable resolution through continued negotiation does not appear likely, then, the parties agree to try in good faith to settle the Disputed Matter by mediation under the Commercial Mediation Rules of the American Arbitration Association. No formal proceedings for the judicial resolution of such Disputed Matter, except for the seeking of equitable or injunctive relief, may begin until this dispute resolution procedure is completed. If any such Disputed Matter cannot be settled by mutual agreement as described hereinabove, the parties may decide to enter into binding arbitration or seek legal or equitable remedies.
- 15. Non-Discrimination:** Consultant agrees that it will not discriminate against any person(s) because of age, ancestry, race, color, creed, marital status, political affiliation, religion, disability, national origin, citizenship, sex, or sexual orientation.
- 16. Notice:** Any notice hereunder by one party to the other party shall be given in writing by personal delivery, facsimile, regular mail, overnight mail, or certified mail with proper postage, to the party at the address designated in this Agreement. Any notice shall be effective on the date it is received by the addressee. Either party may change its address for notice purposes by giving the other party notice of such change in accordance with this paragraph.

Notices shall be addressed as follows:

CLIENT:

Contract Administrator
Client's Office
Client's Address

CONSULTANT:

CherryRoad Technologies Inc.
301 Gibraltar Drive, Suite 2C
Morris Plains, NJ 07950
Attn: Barbara M. Robinson
Phone: (973) 541-4212
Fax: (973) 541-2545

17. Waiver or Modification of Agreement:

- a) Both parties understand and agree that any and all changes and modifications to the terms and conditions of this Agreement shall be by mutual written agreement of both parties.
- b) No waiver or modification of this Agreement or of any covenant, condition, or limitation contained herein shall be valid unless it is reduced to written form and duly executed by the parties. No evidence of any waiver or modification of the terms herein shall be offered or received into evidence in any proceeding, mediation, arbitration, or litigation between the parties arising, in any manner, out of this Agreement, unless such waiver or modification is in writing and duly executed by the parties.
- c) No waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement nor as a waiver of any other default, breach, condition precedent, or any other right hereunder.

18. Governing Law: The validity, performance and enforcement of this Agreement shall be governed by and be construed in accordance with the laws of the State of New Jersey, without regard to the conflicts of law rules thereof and the state courts or the federal courts of New Jersey shall have exclusive jurisdiction and venue over the parties with respect to any dispute or Disputed Matter arising under this Agreement. By signing this Agreement, each party consents to personal jurisdiction in state and federal courts located in New Jersey and agrees to not raise any defense to same.

19. Non-Solicitation of Employees: Consultant and Client agree that neither party shall directly or indirectly solicit for employment any employee of the other party. This clause shall remain in effect during the term of this agreement and for a period of one year after the termination of this agreement, unless prior written consent of the other party is first obtained.

20. Independent Contractor Status: Client expressly acknowledges that Consultant is an "independent contractor", and nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing Client to exercise control or direction over the manner or method by which Consultant or its subcontractor performs hereunder. Client shall neither have nor exercise any control or direction

over the methods by which the Consultant shall perform its work and functions other than as provided in this Agreement. No party shall have the authority to bind the other or otherwise incur liability on behalf of each other.

- 21. Change Orders:** Modifications to the Statement of Work shall be mutually agreed upon in writing between the parties and will be governed by the terms and conditions of this Agreement. Changes in scope will be dealt with on a time and materials basis using rates consistent with the roles identified in Exhibit A and will result in the issuance of a Change Order by Client. Consultant shall not be obligated to provide the work required by the change in the Statement of Work until such time as the Change Order is agreed to in writing by both Consultant and Client.
- 22. Severability:** A determination for any reason that any provision of this Agreement is void, invalid, or unenforceable by a court of appropriate jurisdiction shall not affect the enforceability or validity of any other provision of this Agreement or the whole of this Agreement, but such term(s) or provision(s) shall be deemed modified to the extent necessary. The parties shall cooperate and use their best efforts to amend this Agreement in such a way as to confer upon the parties (to the greatest extent possible) the benefits and rights which they would have possessed under the Agreement as a whole, had the invalidated provisions remained in effect. Failing such agreement by the parties, the Agreement shall be construed by the court (to the greatest extent possible) in such a way as to confer upon the parties the benefits and rights which they would have possessed under the Agreement as a whole, had the invalidated provision(s) remained in effect.
- 23. Headings or Captions:** The paragraph headings or captions used in this Agreement are for identification purposes only and do not limit or construe the contents of the paragraphs.
- 24. Limitation on Liability:** EXCEPT WITH RESPECT TO THE INDEMNIFICATION AND NON-DISCLOSURE OBLIGATIONS SET FORTH HEREIN AND NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES OR OTHER MONETARY LOSS, ARISING OUT OF OR RELATED TO THIS AGREEMENT AND ANY ACTIONS OR OMISSIONS WITH RESPECT THERETO, WHETHER OR NOT ANY SUCH MATTERS OR CAUSES ARE WITHIN A PARTY'S CONTROL OR DUE TO NEGLIGENCE OR OTHER FAULT ON THE PART OF A PARTY, ITS AGENTS, AFFILIATES, EMPLOYEES OR OTHER REPRESENTATIVES, AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN TORT, CONTRACT, BREACH OF WARRANTY OR OTHERWISE. ANY LIABILITY INCURRED BY CONSULTANT IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO ALL FEES AND EXPENSES PAID BY CLIENT TO CONSULTANT UNDER THIS AGREEMENT.
- 25. Work Products:** Consultant shall grant Client, upon full payment, including all retainage, a perpetual, irrevocable, non-assignable, non-exclusive license to all work product and deliverables created by Consultant for Client under this Agreement ("Work"). Consultant shall acquire no rights in any property or information of Client or licensors of Client, except as otherwise expressly provided in this Agreement.

Further, Consultant will retain ownership of all intellectual property, knowledge, techniques, procedures, routines, templates, and methods which have been developed by Consultant in its regular course of business and not for specific use in performance of this Contract, and used in the provision of services ("Consultant Tools"). Consultant shall grant Client, upon full payment, including

all retainage, a perpetual, irrevocable, non-assignable, non-exclusive license to all Contractor Tools that Consultant embeds in or provides with any Work or that are otherwise used in connection with the Services.

26. Point of Contact: Should an occasion arise wherein a management decision is necessary to proceed, Client's Project Manager shall serve as the Client point of contact on all matters to be reviewed and considered.

27. Term of Agreement: TBD

28. Entire Agreement: This Agreement, together with the exhibits constitutes the entire agreement between the parties hereto and is a complete and exclusive statement, and all prior agreements, discussions, and understandings are merged herein.

29. Binding Effect: Each party, and each person signing on behalf of a party, represents and warrants that it, he or she has full legal capacity and authority on its own behalf and on behalf of its predecessors, successors, and assigns heretofore and hereafter, to enter into and perform the respective obligations under this Agreement without any additional consent or approval. In addition, each of the parties hereby agrees, represents, and warrants that the execution, delivery, and performance of this Agreement do not conflict in any material respect with or constitute a material breach or material default under the terms and conditions of any material documents, agreements, or other writings to which it is a party. This Agreement shall be binding upon, and inure to the benefit of the parties hereto, their representatives, employees, agents, independent contractors, successors and assigns.

30. Counterparts: This Agreement may be executed in one or more counterparts. All executed counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument.

31. Participation by Other Local Government Agencies: Consultant agrees to allow other government entities or agencies to purchase services pursuant to the terms and conditions of this Agreement if such agencies are authorized, by law or their governing bodies, to execute such purchases. Client shall not be a party to such purchases and assumes no liability or responsibility associated with such purchases.

32. Good Faith of Parties: In the performance of this Agreement or in considering any requested approval, acceptance, or extension of time, the parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, or extension of time required or requested pursuant to this Agreement.

33. CherryRoad/Oracle Public Sector Cloud Services Agreement v.1: The CherryRoad/Oracle Public Sector Cloud Services Agreement v.1 (the "CherryRoad CSA") is attached hereto as Exhibit B and its terms are fully incorporated herein. The terms and conditions of the CherryRoad CSA shall govern any Cloud Services ordered by Client through the CherryRoad CSA and Cloud Services Ordering Document. Except where such refers to Oracle's intellectual property rights, all references in the CherryRoad CSA to Oracle shall be deemed references to Consultant for purposes of this Agreement. The CherryRoad CSA terms and conditions shall take precedence in the event of a conflict with the terms and conditions of this Agreement including any exhibits. Consultant may amend the

CherryRoad CSA at any time which shall be incorporated herein. For the avoidance of doubt, Consultant shall invoice Client for Cloud Services and Client agrees to remit payment to Consultant for submitted invoices within thirty (30) days of receipt of invoice. Any additional Cloud Services that Client wishes to purchase shall be incorporated into an amendment to this Agreement.

34. Cloud Services Ordering Document: The Cloud Services Ordering Document is attached hereto as Exhibit C and its terms are fully incorporated herein.

35. ADP GMSA: The Global Master Services Agreement ("GMSA") executed between the Client and ADP is attached hereto as Exhibit D and is hereby incorporated by reference and forms a part hereof. The terms and conditions of the GMSA shall govern any services provided by ADP ("ADP Services") and ordered by Client through the GMSA. Regarding ADP Services, the GMSA shall take precedence over any conflicting terms in an order, any change order or any other agreement between the parties.

All rights given to ADP under the GMSA shall also be rights given to Consultant. All obligations of the Client to indemnify ADP in the GMSA shall also be an obligation of the Client to indemnify Consultant under the same terms and conditions. Consultant's warranties are limited to those warranties made by ADP in the GMSA. Consultant's limit on liability for all damages arising out of or related to any ADP Services whether in contract or tort, or otherwise, shall be limited in the same manner that ADP's liability is limited in section 7 of the GMSA. Any notification required to be given by the Client to ADP under the GMSA shall also be required to be given by the Client to Consultant.

For the avoidance of doubt, Consultant shall invoice Client for the ADP Services and Client agrees to remit payment to Consultant for submitted invoices within thirty (30) days of receipt of invoice. Any additional ADP Services that Client wishes to purchase shall be incorporated into another Change Request.

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

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



Agreed to by:

CHERRYROAD TECHNOLOGIES INC.

CLIENT

(Signature)

(Signature)

(Name & Title)

(Name & Title)

(Date)

(Date)



EXHIBIT A STATEMENT OF WORK



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



EXHIBIT C CLOUD SERVICES ORDERING DOCUMENT



EXHIBIT D

ADP Global Master Services Agreement

Attachment A: Exceptions to the RFP

CherryRoad takes exception to the following terms and conditions identified in the Request for Proposal (RFP) and looks forward to negotiating mutually acceptable language prior to execution of the Contract:

General Exceptions

CherryRoad would anticipate developing a detailed mutually agreed upon Statement of Work (SOW) reflecting revisions to this proposal that would be included as part of the Agreement and delineate the implementation services that CherryRoad would provide (the “Services”). The SOW would replace any specific descriptions of the services, payment terms, and acceptance criteria identified in RFP.

CherryRoad’s proposal contemplates that it will provide implementation services and Oracle shall provide cloud services and maintenance and support services. All terms regarding software and cloud services will be governed by the CherryRoad/Oracle Public Sector Cloud Services Agreement Terms v.1 (the “CSA”). Thus, CherryRoad takes a blanket exception to all terms in the Software License, Implementation and Support and Maintenance Agreement and the RFP that govern software and the cloud services. The CSA and accompanying ordering document shall be incorporated and added as exhibits to any services agreement between the City and CherryRoad.

Specific Exceptions

Software License, Implementation and Support and Maintenance Agreement

Recitals – CherryRoad does not own the software. CherryRoad’s proposal contemplates that it will provide implementation services and Oracle shall provide cloud services and maintenance and support services.

1.1 Definition – CherryRoad requests that the definitions section be reworked in light of the fact that CherryRoad will be providing implementation services and Oracle will be providing cloud services and maintenance and support services under the CSA.

1.2 Time of the Essence – CherryRoad will make all commercially reasonable efforts to comply with the time requirements set forth in this Agreement.

Article II – Software Licenses – All terms regarding software and cloud services will be governed by the CSA.

2.7 Ownership and Disposition of Documents – CherryRoad will agree to grant the City either ownership rights to or a perpetual, non-assignable license to use all work product produced by CherryRoad under the Agreement; however, the grant will be tied to receipt of full payment for the work product.

CherryRoad will retain ownership of all intellectual property, knowledge, techniques, procedures, know-how, methodologies, routines, templates, and methods, which have been developed by CherryRoad in its regular course of business and not for specific use in performance of this Contract, and used in the

provision of services ("Consultant Tools"). CherryRoad shall grant the City, upon full payment, a perpetual, irrevocable, non-assignable, non-exclusive license to all Consultant Tools that CherryRoad embeds in or provides with any work product or that are otherwise used in connection with the Services.

Article III Consulting Services – CherryRoad would anticipate developing a detailed mutually agreed upon SOW reflecting revisions to this proposal that would be included as part of the Agreement and delineate the implementation services that CherryRoad would provide (the "Services"). The SOW would replace any specific descriptions of the services, payment terms, and acceptance criteria identified in RFP.

3.4 Support and Maintenance of the cloud services shall be handled by Oracle. All terms regarding software and cloud services will be governed by the CSA.

3.6 Bonds and Insurance

(a) As company policy, CherryRoad does not provide performance bonds. CherryRoad would be willing to discuss alternative means of protecting the City in its investment for this project. CherryRoad has successfully negotiated alternative terms that have been acceptable to past clients in place of performance bonds.

Article IV – Hardware -- CherryRoad is not providing hardware under this Agreement

Article V – System Software – All terms regarding software and cloud services will be governed by the CSA.

Article VI – Representations and Warranties – All terms regarding software and cloud services will be governed by the CSA.

CherryRoad will provide the following warranty regarding its implementation services: CherryRoad warrants that for 30 days after Final Acceptance of each module: (a) all work performed in connection with this agreement shall be performed in a competent, professional and workmanlike manner, and shall be of industry standard or better quality; (b) all work performed and all deliverables shall comply with applicable laws; and (c) all work performed and all deliverables shall be provided in accordance with and shall conform in all material respects to any specifications and requirements set forth in this Contract.

To receive warranty remedies, the City must report any deficiencies to CherryRoad in writing within the warranty period. CherryRoad shall correct all deficiencies in the services or work identified by the City during the warranty period provided that the defective services or work is not caused any inappropriate, improper, or unforeseen usage of the work or services by the City unless such actions are taken at the express direction of CherryRoad.

If the deficiency is related to a software issue beyond the control of CherryRoad, CherryRoad shall work in good faith with Oracle to resolve the situation or develop a work around solution that materially meets the City's requirements as set forth in the SOW.

CherryRoad requests a standard disclaimer of warranties for all implied or express warranties not explicitly contained in the Agreement.

Article VII – Fees and Payments – CherryRoad would anticipate developing a detailed mutually agreed upon SOW reflecting revisions to this proposal that would be included as part of the Agreement and delineate the Services that CherryRoad would provide. The SOW would replace any specific descriptions of the services, payment terms, and acceptance criteria identified in RFP.

CherryRoad requests payment terms of net 30 unless there is a good faith dispute.

7.1(g) All prices quoted for implementation services and software are stand-alone prices prepared by CherryRoad and Oracle based on factors exclusive and unique to the project. As such, the pricing for each project is developed specifically for that project and therefore the prices charged to other customers are not applicable to the establishment of the prices quoted to the City.

Article VIII Remedies and Liability

8.1(b) (i) CherryRoad also requests to limit the amount of the direct damages for implementation services to the amount of all fees paid by the City to CherryRoad. CherryRoad also requests to limit the amount of the direct damages for any cloud services to the fees paid by the City for the preceding twelve months.

8.1(b) (ii) CherryRoad requests that punitive damages also be excluded.

Article IX Indemnity – All terms regarding software and cloud services, including any software warranty, will be governed by the CSA.

CherryRoad will agree to the indemnifications for third party actions only to the extent that it is directly responsible for the willful misconduct or negligent action or omission requiring indemnification.

10.2 Confidentiality – CherryRoad requests that this provision be mutual in order to protect CherryRoad's confidential information.

CherryRoad will disclose information if required to by law, court order or subpoena.

10.3 Termination – CherryRoad requests 30 days' notice for all terminations and payment for all services rendered through the date of termination.

CherryRoad requests that this Contract only be terminated for cause upon a material breach by CherryRoad which it does not cure within thirty (30) days after written notice.

10.4 Procedure on Termination – All terms regarding software and cloud services, including any software warranty, will be governed by the CSA.

10.6 Accounts and Records – CherryRoad requests that any audit or inspection be conducted during normal business hours with reasonable advance notice.

10.9 Reorganizations – All terms regarding software and cloud services, including any software warranty, will be governed by the CSA.

10.18 RFP Response – CherryRoad also requests that its proposal be incorporated into the Contract and that an order of precedence be negotiated between the parties.

Schedule D – Support and Maintenance Agreement - All terms regarding software and cloud services, including any software warranty, will be governed by the CSA.

CherryRoad would like to discuss the inclusion of various standard contract terms in a final contract, including but not limited to:

- A non-solicitation provision
- A force majeure provision



Attachment B: Acknowledgement Receipt of Addenda

Please find all addenda received, signed as acknowledgement, following this cover page.

ADDENDUM No. 1

Covering

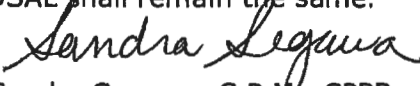
CHANGE IN SPECIFICATIONS AND/OR PLANS

Date Issued: July 17, 2017
Date Effective: July 17, 2017
RFP No: S-1225
Contract: Provide an Enterprise Resource Planning (ERP) Solution and Implementation Services.

INTENT

1. This addendum is issued prior to receipt of proposals to provide for modifications in plans and/or specifications. Acknowledgment of this addendum shall be made and cost for work included in proposer's submittal.
2. The following questions were asked regarding the Scope of Work. ***The City's response can be found in bold and italicized font.***
 1. Whether companies from Outside USA can apply for this? (like from India or Canada)? ***The City does not prohibit international companies from bidding or doing the work, however, the implementation/project plan and company background scores may be affected.***
 2. Whether we need to come over there for meetings? ***Please see the RFP for this information since it has already been provided.***
 3. Can we perform the tasks (related to RFP) outside USA? (like from India or Canada). ***The City does not prohibit international companies from bidding or doing the work, however, the implementation/project plan and company background scores may be affected.***
 4. Can we submit the proposals via email? ***Please see the RFP for this information since it has already been provided.***
3. The contractor is hereby notified that Addendum No. 1 must be acknowledged and submitted as part of the proposal. Failure to do so could result in the City designating said proposal as "Non Responsive". All the terms and conditions of the PROPOSAL shall remain the same.

Issued by:


Sandra Segawa, C.P.M., CPPB
Purchasing Agent, City of Garden Grove

The undersigned acknowledges receipt of this Addendum No.1
CherryRoad Technologies Inc.


Jeremy Gulban, Chief Executive Officer

ADDENDUM No. 2

Covering

CHANGE IN SPECIFICATIONS AND/OR PLANS

Date Issued: July 24, 2017

Date Effective: July 24, 2017

RFP No: S-1225

Contract: Provide an Enterprise Resource Planning (ERP) Solution and Implementation Services.

INTENT

1. This addendum is issued prior to receipt of proposals to provide for modifications in plans and/or specifications. Acknowledgment of this addendum shall be made and cost for work included in proposer's submittal.
2. The following questions were asked regarding the Scope of Work. ***The City's response can be found in bold and italicized font.***
 1. Number of W2s processed per year is 800 – can we assume 800 EEs for Human Resources and Payroll purposes. ***Please refer to the amended Transactional Volume table below which replaces the table on pages 11-12 of the RFP.***

Type	Volume (Original)	Volume (Revised)
# of AP checks processed per year	19,000	22,500
# of paychecks per pay period	900	900
# of W2's processed per year	800	900
# of vendors	16,500	16,500
# of purchase orders processed per year	1,300	1,400
# of non-utility customers	6,000	6,000
# of false alarm customers	6,000	6,000
# of users currently being supported by the IT Department	900	900

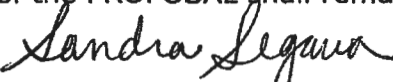
2. Do you have unions that are paid by the City? ***Please reference the City Memoranda of Understanding which can be found at: <http://www.ci.garden-grove.ca.us/hr/mou>***

3. In addition to training during the project, is the City looking for on-going training? **Training related to implementation only. Potential vendors are welcome to provide on-going training options and corresponding pricing.**
4. Once the project is live, does the City expect to provide level 1 or level 2 help desk or should that be included as part of the proposal? **Vendors should propose an appropriate level of post implementation help desk support for an agency of Garden Grove's size and enterprise solution needs.**
5. Can we expect the city to extract data elements required for data conversion? **City will extract data required for data conversion.**
6. Number of expected users for: Financials, Procurement and Human Resources (number of employees – same as question 1) **Please refer to the amended Transactional Volume table below which replaces the table on pages 11-12 of the RFP.**

Type	Volume (Original)	Volume (Revised)
# of AP checks processed per year	19,000	22,500
# of paychecks per pay period	900	900
# of W2's processed per year	800	900
# of vendors	16,500	16,500
# of purchase orders processed per year	1,300	1,400
# of non-utility customers	6,000	6,000
# of false alarm customers	6,000	6,000
# of users currently being supported by the IT Department	900	900

7. Can we please get the City of Garden Grove ERP RFP in Microsoft Word format? **No. This will not be provided to prevent changes.**
8. Can we please get Appendix A Functional Requirements in an unprotected Excel format? **Appendix A was provided in protected format to prevent changes and to facilitate comparisons and calculations. As such, Appendix A will not be provided in an unprotected MS Excel format.**
9. Can we please get Appendix E Company Profile in Microsoft Word format? **No. This will not be provided to prevent changes.**
10. Can we please get Appendix G Client References in Microsoft Word format? **No. This will not be provided to prevent changes.**

11. Through which source will the City fund the ERP system (budget, grants, etc.)? If an estimated cost has been identified are you able to provide that information? ***The funding source is the budget and estimated cost has not been identified.***
 12. The City released RFP S-1198 for Consulting Services. Can you provide which vendor was awarded the contract, contract date, amount and respondent information? ***You will have to do a public records request on the City's website to obtain this information.***
 13. The RFP indicates that the In-house Tcl/Tk Application will be replaced with a third party vendor; does the City expect to release a solicitation for this as well? ***As needs assessment and resource requirements are in process, it is unknown at this time.***
 14. Do you expect any interfaces/integration besides those listed in the RFP? ***Interface/integration needs will be determined based on the modules the City purchases. As an example, if the City continues to use its in-house cashier system, an interface will be required. However, if the City purchases the cashiering module, then multiple new interfaces may be required.***
3. The contractor is hereby notified that Addenda numbers 1 and 2 must be acknowledged and submitted as part of the proposal. Failure to do so could result in the City designating said proposal as "Non Responsive". All the terms and conditions of the PROPOSAL shall remain the same.

Issued by: 
Sandra Segawa, C.P.M., CPPB
Purchasing Agent, City of Garden Grove

The undersigned acknowledges receipt of this Addendum No. 2.
CherryRoad Technologies Inc.


Jeremy Gulban, Chief Executive Officer

ADDENDUM No. 3

Covering

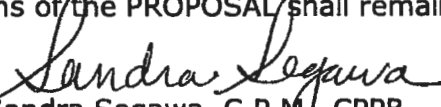
CHANGE IN SPECIFICATIONS AND/OR PLANS

Date Issued: July 24, 2017
Date Effective: July 24, 2017
RFP No: S-1225
Contract: Provide an Enterprise Resource Planning (ERP) Solution and Implementation Services.

INTENT

1. This addendum is issued prior to receipt of proposals to provide for modifications in plans and/or specifications. Acknowledgment of this addendum shall be made and cost for work included in proposer's submittal.
2. The City is requesting a confirmation of attendance from those who plan to participate in the mandatory telephone conference call scheduled for July 25, 2017 at 1:30 p.m., local time. *Please send an email with the following information to Sandra Segawa at sandras@garden-grove.org by the close of the business day on July 24, 2017. The conference call is mandatory and attendance will be verified.*
 - a. Company Name
 - b. Names and titles of those who will be participating in the conference call.
3. Please see the attached "Telephone Conference Call Information and Guidelines" for more information on the conference call which will take place on July 25, 2017.
4. The contractor is hereby notified that Addenda 1, 2 and 3 must be acknowledged and submitted as part of the proposal. Failure to do so could result in the City designating said proposal as "Non Responsive". All the terms and conditions of the PROPOSAL shall remain the same.

Issued by:


Sandra Segawa, C.P.M., CPPB
Purchasing Agent, City of Garden Grove

The undersigned acknowledges receipt of this Addendum No. 3.


CherryRoad Technologies Inc.

Jeremy Gulban, Chief Executive Officer



RFP No. S-1225

ERP SOLUTION AND RELATED IMPLEMENTATION SERVICES

TELEPHONE CONFERENCE CALL INFORMATION AND GUIDELINES

In order to make conference calls productive for all participants, the City has established the following guidelines for conference call facilitators and participants.

1. Conference Call Information

- a. Date and Time: 07/25/2017 01:30 PM - (Pacific Time)
- b. Dial-in Number: United States (712) 770-4010
- c. Access Code: 330961

2. Confirmation of Meeting Attendance

- a. At the beginning of the conference call, the facilitator will read off the names of those companies that are expected to be in attendance. A response allows the facilitator to know who is on the conference call.
- b. Before the conference call concludes, a final list of attendee will be confirmed.
- c. Participants should not leave the mandatory conference call before its conclusion.

3. Meeting Preparation

- a. Participants should read and familiarize themselves with the RFP document prior to the conference call.
- b. Prepare questions prior to the meeting.
- c. Participants should read all addenda posted to date. As of July 24, 2017 three addenda have been posted.

4. Materials Needed

- a. Please have a copy of the City's RFP document handy to reference during the conference call.
- b. Please call from a LAN line and avoid using cell phones. The potential for reception issues, static and interference can be very distracting to other participants.

- c. Please keep a notepad and pen handy for taking notes and recording thoughts so they do not escape you as you listen to other speakers.

5. Standards of Behavior

- a. Please refrain from holding sidebar conversations, typing on a computer keyboard, shuffling papers, etc. since it can be very distracting to other participants.
- b. Avoid talking over or interrupting other speakers.
- c. Please state your name and your company name each time you wish to ask a question or make a comment.
- d. When referencing the RFP document, please provide the page number and section being addressed.
- e. Professional language is expected.

6. Questions During the Conference Call

- a. City staff will make best effort to answer questions that are asked during the conference call. There may be times when City staff may need to utilize the mute button to hold internal discussions during the meeting.
- b. For those questions that City staff may need to discuss or research, the participants will be asked to email those questions to Sandra Segawa at sandras@garden-grove.org. Responses to any unanswered questions during the conference call will be posted in the form of an addendum on the City's website.

Please email any questions regarding the mandatory conference call to Sandra Segawa at sandras@garden-grove.org.

ADDENDUM No. 4

Covering

CHANGE IN SPECIFICATIONS AND/OR PLANS

Date Issued: July 27, 2017
Date Effective: July 27, 2017
RFP No: S-1225
Contract: Provide an Enterprise Resource Planning (ERP) Solution and Implementation Services.

INTENT

1. This addendum is issued prior to receipt of proposals to provide for modifications in plans and/or specifications. Acknowledgment of this addendum shall be made and cost for work included in proposer's submittal.

2. Pages 1 and 4, Proposal Submittal Date, Revise item as follows:

The Proposal Submittal Date is hereby changed from 4:00 p.m., local Pacific (PST) time, on Friday, August, 11, 2017, to a new Proposal Submittal Date of **4:00 p.m., local Pacific (PST) time, on Wednesday, August, 16, 2017**. Please be advised that the deadline for submitting questions on August 3, 2017 will remain the same. *All other deadlines such as the on-site demonstrations from October 9, 2017-October 26, 2017, as per page 28 of the RFP document, will be strictly adhered to.*

3. The following questions were asked during the mandatory telephone conference call on July 25, 2017. ***The City's response can be found in bold and italicized font.***

1. On the conference call yesterday, it was confirmed that best of breed as it pertains to this comment above on page 17, will not Win the Award even if they are able to integrate with all other Vendors responding and the Vendor the City of Garden Grove Awards the Bid to? ***The City will accept best-of-breed, but there must be a primary vendor in order to make contract negotiations, schedule coordination, project management, etc. more manageable for the City. For example, if one vendor submits a proposal for Financials but partners up with another vendor for HR/Payroll and yet another vendor for Time***

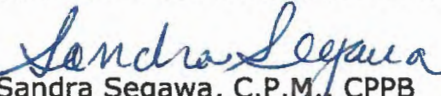
Entry/Scheduling, this would be acceptable as long as the plan is submitted in a single proposal by the primary vendor.

2. Would you also be able to provide the minutes and the participants from the conference call on an Addendum? ***The City does not provide minutes for pre-proposal meetings. As stated during the conference call, the only information that the City would be posting as an addendum were responses to those questions that were not answered during the conference call.***

The list of companies that participated in the mandatory telephone conference call is attached. The list has also been posted on the City's PlanetBids site.

4. The contractor is hereby notified that Addenda 1, 2, 3 and 4 must be acknowledged and submitted as part of the proposal. Failure to do so could result in the City designating said proposal as "Non Responsive". All the terms and conditions of the PROPOSAL shall remain the same.

Issued by:


Sandra Segawa, C.P.M., CPPB
Purchasing Agent, City of Garden Grove

The undersigned acknowledges receipt of this Addendum No. 4.
CherryRoad Technologies Inc.


Jeremy Gulban, Chief Executive Officer

MANDATORY CONFERENCE CALL PARTICIPANTS:
Tuesday, July 25, 2017
1:30 p.m.

City Council Conference Room
RFP NO: S-1225: ERP Solution and Implementation Services

COMPANY NAME	ATTENDEE(S) NAME
1. Tyler Technologies	Jennifer Wahlbrink
2. Infor	Stephen Bury
3. Superion	Matt Chavez, Laura Hoffman
4. Oracle	Dan Morgan
5. Kinsey and Kinsey	Brad Kinsey, Todd Phillips, Brett Miller
6. AST LLC	Sheila Lee, Subash Krishnaswamy
7. Kronos	Gareth Lewis, Howard Stohlman, Melissa Minich
8. Navigator Business Solutions	Grant Fraser, Johnathon Corey
9. GNC Consulting	Sheila Nasser, Gary Lyons, Steve Glawe, Frank Smith
10. Cherry Road Technologies	Robert Cockrum

MANDATORY CONFERENCE CALL PARTICIPANTS:
Tuesday, July 25, 2017
1:30 p.m.

City Council Conference Room
RFP NO: S-1225: ERP Solution and Implementation Services

COMPANY NAME	ATTENDEE(S) NAME
11. Creoa Consulting	Kelley Simkiss
12. Mindteck	Ritesh Patel
13. eVerge Group, LLC	Edward Richa

ADDENDUM No. 5

Covering

CHANGE IN SPECIFICATIONS AND/OR PLANS

Date Issued: July 31, 2017

Date Effective: July 31, 2017

RFP No: S-1225

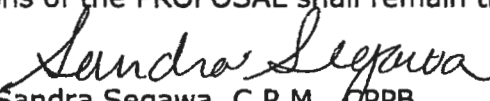
Contract: Provide an Enterprise Resource Planning (ERP) Solution and Implementation Services.

INTENT

1. This addendum is issued prior to receipt of proposals to provide for modifications in plans and/or specifications. Acknowledgment of this addendum shall be made and cost for work included in proposer's submittal.
2. The following questions were asked regarding the Scope of Services. ***The City's response can be found in bold and italicized font.***
 1. How many full-time and part-time employees (including seasonal or temporary) does the City have? ***The City has approximately 625 full-time employees and may have up to 300 part-time employees.***
 2. Do retirees interact with the City's HCM system at all? Are there any payments issued to retirees through the HCM system? If so, how many retirees interact with the system including the number of retirees receiving payment through the HCM system? ***The City has a limited number of retirees who receive post-retiree medical payments (currently less than 20). These retirees are tracked in the current (PICK) system and their post-retiree medical payments are processed through payroll. The City also conducts Cobra billing for retirees. Cobra billing receivables are tracked in the current (PICK) system by retiree.***
 3. Do part-time (including seasonal or temporary) employees participate in programs such as career/goal development, performance management, and/or learning or outside education management? Or are these programs only available to full-time employees? ***These programs are currently available to full-time employees.***

3. The contractor is hereby notified that Addenda 1, 2, 3, 4 and 5 must be acknowledged and submitted as part of the proposal. Failure to do so could result in the City designating said proposal as "Non Responsive". All the terms and conditions of the PROPOSAL shall remain the same.

Issued by:


Sandra Segawa, C.P.M., CPPB
Purchasing Agent, City of Garden Grove

The undersigned acknowledges receipt of this Addendum No. 5.
CherryRoad Technologies Inc.


Jeremy Gulban, Chief Executive Officer

ADDENDUM No. 6

Covering

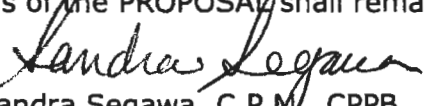
CHANGE IN SPECIFICATIONS AND/OR PLANS

Date Issued: August 1, 2017
Date Effective: August 1, 2017
RFP No: S-1225
Contract: Provide an Enterprise Resource Planning (ERP) Solution and Implementation Services.

INTENT

1. This addendum is issued prior to receipt of proposals to provide for modifications in plans and/or specifications. Acknowledgment of this addendum shall be made and cost for work included in proposer's submittal.
2. The following question was asked regarding the Scope of Services. ***The City's response can be found in bold and italicized font.***
 1. It appears one of the questions is missing some text: Appendix A Tab 3 Budget BU19 requirement is missing some text. BU19 states: The system should allow for a variety of methods by which Can you please clarify and correct?? ***Please skip functional requirement BU19 "The system should allow for a variety of methods by which ..." on Appendix A - Budget Tab. A response to BU19 is not required and can be left blank.***
3. The contractor is hereby notified that Addenda 1, 2, 3, 4, 5 and 6 must be acknowledged and submitted as part of the proposal. Failure to do so could result in the City designating said proposal as "Non Responsive". All the terms and conditions of the PROPOSAL shall remain the same.

Issued by:


Sandra Segawa, C.P.M., CPPB
Purchasing Agent, City of Garden Grove

The undersigned acknowledges receipt of this Addendum No. 6.
CherryRoad Technologies Inc.


Jeremy Gulban, Chief Executive Officer

ADDENDUM No. 7

Covering

CHANGE IN SPECIFICATIONS AND/OR PLANS

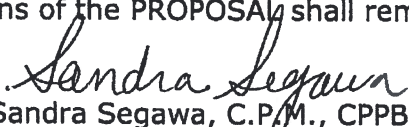
Date Issued: August 3, 2017
Date Effective: August 3, 2017
RFP No: S-1225
Contract: Provide an Enterprise Resource Planning (ERP) Solution and Implementation Services.

INTENT

1. This addendum is issued prior to receipt of proposals to provide for modifications in plans and/or specifications. Acknowledgment of this addendum shall be made and cost for work included in proposer's submittal.
2. The following questions were asked regarding the Scope of Services. ***The City's responses can be found in bold and italicized font.***
 1. How many total Employees (FT, PT, Contractors, etc.)? ***Please refer to Addendum 6.***
 2. How many Financials users (AP, AR, FA, GL, etc.)? How many expense reports generated per year? How many Budgeting users? How many people managing Grants? Inventory? Projects? How many core Purchasing users? ***Please estimate your software pricing based on an average number of users in each of these functional areas for a city of Garden Grove's size and ERP System needs. The City is not able to provide an accurate estimate as we recognize the roles of our employees may change as a result of improved work flows and increased automation. The City is also not able to accurately determine how many expense reports are being generated each year as the preparation of these reports is currently a decentralized function.***
 3. Will all employees have access to self-service purchasing? If not, how many? Will all employees participate in the performance appraisal process with goal management? If not, how many? Will learning management be rolled out to all employees? If not, how many? ***The City is relying on the expertise of the selected software vendor to help us make these decisions.***

3. The contractor is hereby notified that Addenda 1, 2, 3, 4, 5, 6 and 7 must be acknowledged and submitted as part of the proposal. Failure to do so could result in the City designating said proposal as "Non Responsive". All the terms and conditions of the PROPOSAL shall remain the same.

Issued by:


Sandra Segawa, C.P.M., CPPB
Purchasing Agent, City of Garden Grove

The undersigned acknowledges receipt of this Addendum No. 7.
CherryRoad Technologies Inc.


Jeremy Gulban, Chief Executive Officer

ADDENDUM No. 8

Covering

CHANGE IN SPECIFICATIONS AND/OR PLANS

Date Issued: August 7, 2017
Date Effective: August 7, 2017
RFP No: S-1225
Contract: Provide an Enterprise Resource Planning (ERP) Solution and Implementation Services.

INTENT

1. This addendum is issued prior to receipt of proposals to provide for modifications in plans and/or specifications. Acknowledgment of this addendum shall be made and cost for work included in proposer's submittal.
2. The following questions were asked regarding the Scope of Services. ***The City's responses can be found in bold and italicized font.***
 1. Pages 13 - 16 lists categories of software that the City plans to replace, consider (replacing), maintain and interface. I do not see PlanetBids on this list. Can the City tell us what category this software falls in? ***The Migration Plan for PlanetBids is "M" (Maintain).***
3. The contractor is hereby notified that Addenda 1, 2, 3, 4, 5, 6, 7 and 8 must be acknowledged and submitted as part of the proposal. Failure to do so could result in the City designating said proposal as "Non Responsive". All the terms and conditions of the PROPOSAL shall remain the same.

Issued by: 
Sandra Segawa, C.P.M., CPPB
Purchasing Agent, City of Garden Grove

The undersigned acknowledges receipt of this Addendum No. 8.

CherryRoad Technologies Inc.


Jeremy Gulban, Chief Executive Officer

ADDENDUM No. 9

Covering

CHANGE IN SPECIFICATIONS AND/OR PLANS

Date Issued: August 8, 2017
Date Effective: August 8, 2017
RFP No: S-1225
Contract: Provide an Enterprise Resource Planning (ERP) Solution and Implementation Services.

INTENT

1. This addendum is issued prior to receipt of proposals to provide for modifications in plans and/or specifications. Acknowledgment of this addendum shall be made and cost for work included in proposer's submittal.
2. The following questions were asked regarding the Scope of Services. ***The City's responses can be found in bold and italicized font.***
 1. There is a discrepancy about how many references are required. The RFP document indicates 3 and the References form 5. Please clarify. ***Appendix G has been revised and has been posted on the PlanetBids website under the "Documents & Attachments" tab as "APPENDIX G REVISED-CLIENT REFERENCES."***
3. The contractor is hereby notified that Addenda 1, 2, 3, 4, 5, 6, 7, 8 and 9 must be acknowledged and submitted as part of the proposal. Failure to do so could result in the City designating said proposal as "Non Responsive". All the terms and conditions of the PROPOSAL shall remain the same.

Issued by: *Sandra Segawa*
Sandra Segawa, C.P.M., CPPB
Purchasing Agent, City of Garden Grove

The undersigned acknowledges receipt of this Addendum No. 9.
CherryRoad Technologies Inc.


Jeremy Gulban, Chief Executive Officer

ADDENDUM No. 10

Covering

CHANGE IN SPECIFICATIONS AND/OR PLANS

Date Issued: August 9, 2017

Date Effective: August 9, 2017

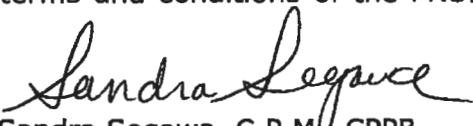
RFP No: S-1225

Contract: Provide an Enterprise Resource Planning (ERP) Solution and Implementation Services.

INTENT

1. This addendum is issued prior to receipt of proposals to provide for modifications in plans and/or specifications. Acknowledgment of this addendum shall be made and cost for work included in proposer's submittal.
2. The following questions were asked regarding the Scope of Services. ***The City's responses can be found in bold and italicized font.***
 1. We would like to request just a two day extension to ensure the proposal transportation. ***The City is unable to grant any further extensions to the due date.***
 2. Are local references mandatory or can we provide references specific to this solution implementation outside of the US? ***Local references are preferred but not required.***
 3. I am unable to increase the length of a cell to be able to see what I type in to prove out my calculations. Additionally, based on the requirements, I need to list out some additional modules. I am unable to add rows or even update the "Other" to note what module I am pricing out. Is there any chance that some items in the spreadsheet can be opened up for modification? ***If additional lines are needed on any of the cost worksheet tabs, please do the following:***
 - ***Create Supporting Detail Workbook: Copy the relevant tab into a separate unprotected workbook and create additional rows as necessary in order to provide the additional detailed information. Only the overflow/additional information needs to be included in the new workbook.***

- ***Tie Appendix B to Supporting Detail: Within the original Appendix B workbook, use the "Other" row to tie back to the (copied) supporting workbook. On the "Other" row, summarize totals all the way across that agree to the detail provided in the supporting workbook. In the "Additional Comments" column, please reference the supporting workbook name and worksheet/tab name. The City will incorporate the additional information prior to tabulation.***
4. The RFP states Appendix A should be submitted electronically in its native format, Excel, as part of the Vendor's proposal. Does that mean that no additional hard copy of Appendix A is required? ***Per page 5 of the RFP, Appendices A & B should be in Excel format. Thus, no additional hard copy of Appendix A is required.***
3. The contractor is hereby notified that Addenda 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 must be acknowledged and submitted as part of the proposal. Failure to do so could result in the City designating said proposal as "Non Responsive". All the terms and conditions of the PROPOSAL shall remain the same.

Issued by: 
Sandra Segawa, C.P.M., CPPB
Purchasing Agent, City of Garden Grove

The undersigned acknowledges receipt of this Addendum No. 10

CherryRoad Technologies Inc.


Jeremy Gulban, Chief Executive Officer

Attachment C: Additional Oracle Information

Data Sheets

- Oracle Data Visualization
https://cloud.oracle.com/downloads/Datasheet_DataVisualization_1/DVCS_datasheet.pdf
- Oracle Data Masking Cloud Service
<http://www.oracle.com/technetwork/database/options/data-masking-subsetting/overview/ds-security-dms-2245926.pdf>
- Oracle Advanced Security - Transparent Data Encryption
<http://www.oracle.com/technetwork/database/options/advanced-security/advanced-security-ds-12c-1898873.pdf>
- Oracle Integration Cloud Service
<https://cloud.oracle.com/opc/paas/datasheets/Oracle+Integration+Cloud+Service+Datasheet.pdf>

Attachment D: CherryRoad Ongoing Support

CherryRoad On-Going Support – Year 1

In addition to the standard one-month post-production support, CherryRoad is providing an additional 11-month managed service support from Phase 1 Go-Live. Combining our unparalleled experience in the public sector and Oracle's Cloud offerings with our established processes and procedures for Help Desk support, we have developed a holistic support solution for the City. Our support team will be led by our Service Delivery Manager who will ensure all agreed upon SLAs are met and will provide weekly, monthly, and quarterly reporting. Support will focus on two distinct areas:

1. Incident-based Support
2. Release Management for Oracle Cloud

Incident-Based Support

Incident-based support will cover the management and resolution of Level (or Tier) 2, 3, and 4 support for Application and Technical issues. Beyond normal break-fix incidents, we recognize the special care that is required for release management for the Cloud solution.

A key component to meeting the City's requirements is ensuring issues or incidents are properly recorded, managed, and resolved. Our aim is to restore the City as quickly as possible while finding and addressing the root cause of the problem, as summarized below.

Incident Management	Problem Management	Change Control Management
Restore functionality as quickly as possible	Find the underlying cause	Correct Root Cause / Improve
<ul style="list-style-type: none"> ▪ Detection and Recording ▪ Classification and Support ▪ Investigation and Diagnosis ▪ Resolution and Recovery ▪ Incident Closure ▪ Monitoring ▪ Oracle SR Tracking 	<ul style="list-style-type: none"> ▪ Problem Control ▪ Error Control ▪ Proactive Management ▪ Major Incident / Problem Review 	<ul style="list-style-type: none"> ▪ Create and Review Request for Change ▪ Evaluate Change ▪ Authorize and Schedule Change ▪ Prepare and Implement ▪ Review and Close

Knowledge Management – Identify and Standardize Solutions

CherryRoad's Help Desk approach is a tiered approach. The following defines the various tiers/levels of the support services and responsible party throughout this engagement.

Tiered Approach to Support

Level/Tier 1 Support (supplied by the City)

From a client standpoint, your Level 1 Support Staff should consist of a System Administrator that will handle all Application Security related Service Requests (SR). The remaining Level 1 Support Analysts should have the necessary knowledge of the application in order to assist in resolving non-complex issues such as account lock outs, re-setting passwords, issues accessing the system, and questions regarding how to use the application. All SRs are filtered through the Level 1 systems administrator.

Level/Tier 2 Support (supplied by CherryRoad)

Level 2 Support will be provided by CherryRoad Managed Services, with assistance from the City support team. When a SR requires more in-depth analysis, it will be routed to the Level 2 Support Staff either by phone, email, or via ServiceNow. The Level 2 Support Staff, which consists of experienced Cloud Generalists, will complete an initial triage of the request, determine the cause, and begin developing a solution. In the cases where a full code analysis is needed or actual coding changes are required, the SR will be routed to Level 3.

If required, the City will need to complete the final testing of all implemented solutions and sign off on deployment to the production environment.

Level/Tier 3 Support (supplied by CherryRoad)

Level 3 Support will be provided by CherryRoad Managed Services. If during the analysis by the Level 2 Support Staff, it is determined that further detailed technical analysis is required, the Level 3 Support Staff will take over the SR. The Level 3 Support Staff, fully equipped to resolve the most complex of SRs, will include both experienced Functional Resources and Technical Expertise covering a wide range of areas. Level 3 will complete any remaining analysis and will find, implement, and unit test the solution. Level 3 resources will work with Oracle as needed to facilitate resolution.

The City will be required to complete the final testing of all implemented solutions and sign off on deployment to the production environment.

Level/Tier 4 Support (supplied by Oracle)

If during the analysis it is determined that the issue needs to be escalated to Oracle Support, CherryRoad will log the SR with Oracle and manage all communication with Oracle regarding the SR. Once Oracle determines a solution, CherryRoad will provide details of the solution to the City and then move forward to implement and test the solution as part of Level 3 Support.

Help Desk Ticket Lifecycle

All SRs will flow through one or more of the following steps during its lifecycle.

Initiation

Whether the contact is to request documentation or to report a problem, the first stage of the process is to create the SR and capture all the relevant information necessary to either service the request, resolve the problem, or escalate it to the next tier with sufficient information to resolve the problem.

Assignment

If the requested service or problem is not resolved on the initial call, the SR is assigned to the appropriate tier/team/resource for the City with the expertise of the effected application or module.

Resolution

Since an SR can range from a simple request with a documented resolution to an Oracle bug, the various tasks, the timeframe, and even the tier producing the resolution will vary with each SR. However, in general, this stage involves the analysis, research, and the action taken to fix the root cause of a problem or to identify a suitable workaround until the problem can be resolved.

Testing

Depending on the resolution, significant testing and even regression testing may be required before receiving approval to implement the solution. Most typically, it involves a functional analyst testing the solution in a non-production environment, followed by SMEs and/or end-user testing in another non-production environment to ensure the original problem is solved, and no new problems have been introduced.

Approval

Approval for the SR can be entered by the City as a comment in the ServiceNow SR or via email to the assigned CherryRoad resource and entered into the ServiceNow SR. Approval of an SR indicates the solution has been tested and can now be scheduled for deployment to the production environment, or the SR has been resolved to the originator's satisfaction through explanation or discussion.

Implementation

This step represents the actual resolution. Examples would be the documented steps being executed, configurations deployed to production, or the deployment of a vendor patch, code modification, etc.

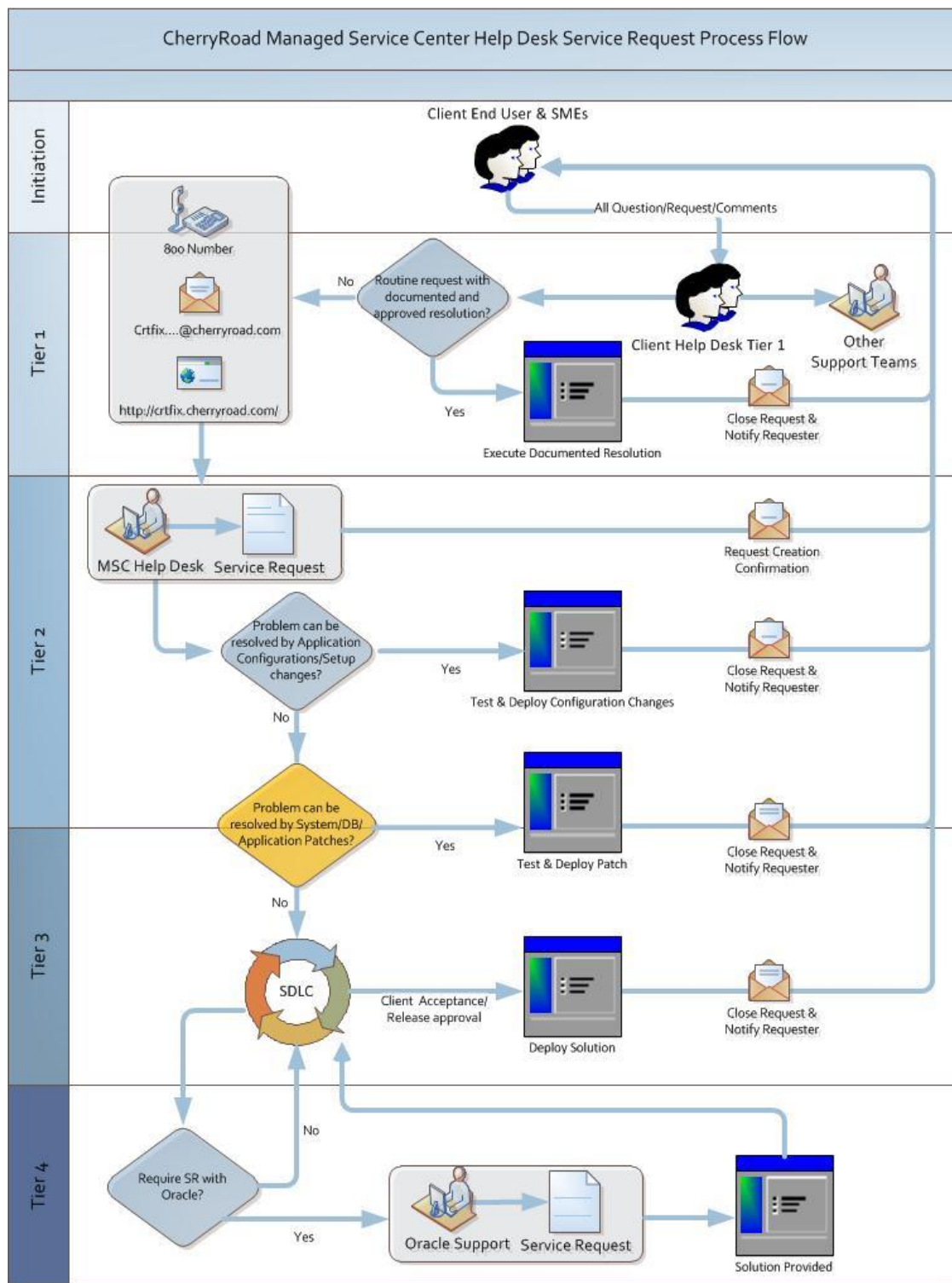
Closure

After the resolution has been provided and the City confirms, the SR is closed.

From initiation to closure, each SR within ServiceNow will be updated with relevant notes and status changes. In addition, email messages will be sent upon initiation and at each status change during the process. At any time, the City can log into the system or call the CherryRoad Help Desk to get the current status on the SR.

The CherryRoad Help Desk Ticket Process Flow below illustrates the stages and support levels involved during the lifecycle of an SR.

CherryRoad Help Desk Ticket Process Flow Diagram



Release Management for Cloud

While Oracle will be responsible for applying all patches and delivering upgrades as part of the SaaS Cloud agreement, the City needs to be aware of the schedules and be prepared to undertake testing.

The Cloud model is different from on-premise, and this is by design. For less cost, some independence is given up. While historically, with an on-premise ERP solution, the user could wait long periods of time to apply releases; in the Cloud, managing the release schedule is critical. There are a few key concepts our team will be sure to enforce and is uniquely qualified to deliver.

Release Schedule – With the Oracle Cloud, a flexible but prescribed release schedule is enforced. Familiarity and a cadence with this schedule are necessary. Our team will bring these aspects to the City.

Promoting to Production – Whereas with on-premise, the City could promote to production whenever it desired, now scheduling needs to occur with Oracle as they are stewards of the Cloud.

Integration with Cloud – Integration with the Cloud has more constraints than a traditional on-premise solution, and our team brings the tools, methods, and experience to work effectively with the constraints. Our team also brings experience with integration from the Cloud to other systems, whether it is banks or other vendors.

Security Patches – It is vital that the City stays current on security patches with any system, and the Cloud is no exception. If Oracle is recommending a patch, then it should be applied.

Oracle Tickets – It is important to understand the Oracle Cloud ticket process and what levers are available to escalate if needed. Our team brings this knowledge.

In each area above, our team brings unmatched experience working with Oracle's Cloud Solution and Oracle's team to ensure your application is updated while not impacting day-to-day activities.

This long-term support includes:

- One seat license to CherryRoad Cloud Success platform for ticket management is included with the proposed Annual SaaS Subscription Fees.
- One Release Management services for one release
- 200 hours of Incident-based Support

Additional seat licenses, Release Management services, or Incident-based Support hours may be added at an additional fee. In addition, CherryRoad is able to provide Level 1 Support, if desired by the City.