180745JJJ

CherryRoad technologies

Proposal to Provide Enterprise Resource Planning (ERP) Product Solution(s) and Implementation Services for the City of Gainesville, FL

BID # CMGR-180083-MS

July 6, 2018

CherryRoad technologies

CherryRoad Technologies Inc.
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www.cherryroad.com

180745JJJ

July 6, 2018

Melanie Sowers, Senior Buyer
City of Gainesville
200 East University Avenue, Room 339
Gainesville, Florida 32601

Re: BID # CMGR-180083-MS, ERP Product Solution(s) & Implementation Services

Dear Ms. Sowers:

The City of Gainesville has been using a legacy system for its financial, purchasing, human resources, benefits, pensions, and payroll processes for the last 20 years. With the City's vision to move forward to the next level of technology, the goal is to reduce the need for customization, to expand capabilities, and to enhance operational efficiencies through increased system integration and access to innovative technologies. The City would like to find a solution which will accomplish the following:

- An integrated environment of data and information;
- Centralized source of data and information;
- Meet the City's current requirements and expectations for future functionalities with minimal modifications and customizations;
- Meet defined Key Success Factors (such as reduce time to fill, reduce process time, paperless processes, and reporting); and
- Start implementation in January 2019.

CherryRoad is pleased to submit our response to the City of Gainesville's ("the City") RFP for ERP Product Solution(s) and Implementation Services. We are proposing **Oracle Cloud Services** to meet the City's requirements detailed in the RFP. We are excited for the potential opportunity to partner with you 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 public sector organizations, we are 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 many like organizations.

Responding to business and citizen mandates to manage costs and improve efficiency, public sector organizations around the nation are looking to cloud computing as a long-term, cost effective solution. The Oracle Cloud application is the industry's broadest and most integrated public cloud, offering best-in-class functionality. The Oracle Cloud application 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. Oracle Cloud will enable the City to eliminate manual processes; meet your grants and project tracking/management requirements; provide a best practices chart of accounts to allow improved financial reporting and management; enable self-services capabilities; and easily integrate with the City's other systems. Today, over 300 city and county governments use Oracle software to support their financial, procurement, and HR/payroll functions. This response details how the CherryRoad Oracle solution achieves your project goals and objectives.

As part of our proposal, CherryRoad has included a complete range of implementation services outlining the analysis, configuration, training, conversion, and on-site support after the system goes "Live." Our approach emphasizes best practices around change management, workflow, and process design; all centered on

benefiting public sector organizations. Our solution is risk averse and will allow measured progression to project completion without impacting the City's day-to-day operations.

CherryRoad has spent over 25 years implementing Oracle enterprise-wide solutions for governmental institutions like the City. We will leverage our industry experience and Oracle knowledge to implement the best practices for your organization and provide the City with the future state environment you require. CherryRoad is the industry leader for public sector Oracle Cloud implementations. We will be able to bring to the City the knowledge, experience, and lessons learned from our recent Cloud clients such as Volusia County Schools, FL; Washington County, MD; St. Croix County, WI; City of Aspen, CO; City and County of Broomfield, CO; City of Roseville, CA; and Lake Havasu City, AZ. This knowledge will not only be based on best practices for small to mid-sized government organizations, but also other Florida-based public sector entities.

Contact Information

CherryRoad Contact Information	
Contact Authorized to Negotiate a Contract	**Contact for General Proposal Information**
Jeremy Gulban Chief Executive Officer **CherryRoad Technologies Inc.** 301 Gibraltar Drive, Suite 2C Morris Plains, NJ 07950 P: 973-541-4278 / F: 973-402-7808 jgulban@cherryroad.com	Kevin Teder Senior Sales Executive **CherryRoad Technologies Inc.** 2101 NW Corporate Blvd., Suite 104 Boca Raton, FL 33431 P: 317-250-1536 / F: 973-402-7808 kteder@cherryroad.com

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 **Kevin Teder**, Senior Sales Executive, by phone at 317-250-1536 or by email at kteder@cherryroad.com.

CherryRoad values the opportunity to partner with the City to ensure the success of this project.

Sincerely,

Jeremy Gulban
Chief Executive Officer
CherryRoad Technologies Inc.
301 Gibraltar Drive, Suite 2C
Morris Plains, NJ 07950
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jgulban@cherryroad.com
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Tab 1 – Cover Page

Appendix 1

Please find CherryRoad's completed and signed Appendix 1 – Cover Page on the following page.

Appendix 1 – Cover Page

Instructions

Complete form with appropriate information.

Proposal from CherryRoad Technologies Inc., under selected scenario
Company name

	Response
1. Product manufacturer can submit a proposal to provide their solution(s) and implementation services.	☐
2. Product manufacturer can submit a proposal to provide their solution(s) and preferred service implementer partner.	☐
3. Service implementer partner can submit a proposal representing themselves and the most respective product manufacturer that satisfies the City's requirements	☑

Preferred service implementer partner, if applicable _____

Respective product manufacturer, if applicable Oracle Corporation

This proposal is submitted under the authority of:

Signature

07/02/2018
Date

Name: Jeremy Gulban Title: Chief Executive Officer

Phone: 973-541-4278 E-Mail: JGulban@cherryroad.com

Proposer Point of Contact:
(This is the individual who will be the primary point of contact for the Proposer.)

Name: Kevin Teder Title: Sr. Sales Executive

Phone: 317-250-1536 E-Mail: KTeder@cherryroad.com

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Tab 3 – Company Introductions

a) Provide a brief introduction to the Company, its history, and its areas of specialization.

CherryRoad Background

CherryRoad provides comprehensive systems implementations, integrations, upgrades, and consulting services that maximize ERP system performance for the public and commercial sectors. For more than three decades, we have 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 Cloud suites and on-premise solutions.
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

CherryRoad has offices in Boca Raton, FL; Morris Plains, NJ; Chicago, IL; and Sacramento, CA. We employ more than 250 full-time consultants who manage concurrent projects, nationwide.

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 honored by the readers of *Diversity/Careers in Engineering & Information Technology Magazine* as a "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.

ORACLE **Platinum Partner** We are an Oracle certified Platinum Partner with 90 percent of our consultants Oracle certified. As such, we continue to demonstrate our expertise across key Oracle solution areas, having achieved specializations in Oracle Financials Cloud, Oracle Procurement Cloud, Oracle Project Portfolio Management Cloud, Oracle Project Portfolio Management Cloud: Fusions Project Portfolio Management Solutions, Global Human Resources Cloud, Oracle Workforce Rewards Cloud, and Oracle Planning and Budgeting Cloud. Specializations are awarded through competency development, business results, demonstrated expertise, and proven success. Specialized partners are preferred by Oracle customers.

With a long history of Oracle expertise, we have a deep understanding of people and processes, 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-Winning Solutions

Oracle Excellence Award Recipient for the 2017 Specialized Partner of the Year – Public Sector Innovation Partner of the Year – North America

CherryRoad is propelled by one driving force when it comes to helping our clients succeed in the Cloud landscape – to ensure that they achieve true business transformation through the best SaaS options available today. In recognition of our commitment, we were awarded Oracle's prestigious award which recognizes our dedication to delivering outstanding, innovative solutions that help organizations manage their financial and human capital management investments.

Oracle Award Winner for Solution of the Year

In addition, CherryRoad was previously awarded Oracle's North America Titan Award, which recognizes partners' excellence in solving real-world client challenges and their development and deployment of Oracle technology. We are 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 and act as our clients' advocate 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 Oracle sales and legal organizations. We commit that our account executive and assigned consultants will provide this same level of partnership and service to your organization.

Our Understanding of and Commitment to the Public Sector

CherryRoad's experience in the public sector is particularly strong and comprises ***95 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. We are 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 your goals and objectives, focus on delivering value, and treat you as our partner. We pride ourselves in completing engagements on or ahead of schedule and work with you to set timelines, schedules, expectations, and develop a mutually beneficial communication plan. CherryRoad has 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 Governments	• Akron, OH • Albuquerque, NM • Anchorage, AK • Aspen, CO • Broomfield, CO • Cambridge, MA • Chicago, IL • Cincinnati, OH • Cleveland, OH • Costa Mesa, CA • Denver, CO	• Kansas City, MO • Lake Havasu City, AZ • Los Angeles, CA • Norfolk, VA • Ontario, CA • Pasadena, CA • Peoria, AZ • Phoenix, AZ • Raleigh, NC • Richmond, VA • Roseville, CA

CherryRoad's Public Sector Clients – Representative List		
	• Des Moines, IA • District of Columbia • El Paso, TX • Escondido, CA • Eugene, OR • Fort Worth, TX • Fresno, CA • Glendale, AZ • Glendale, CA	• Sacramento, CA • San Diego, CA • San Francisco, CA • San Jose, CA • Santa Monica, CA • Seattle, WA • Springfield, MO • Tempe, AZ • Vancouver, WA
County Governments	• Anoka County, MN • Berks County, PA • Broomfield County, CO • Chester County, PA • Clark County, WA • Contra Costa County, CA • Denver County, CO • Frederick County, MD • Hennepin County, MN • Kings County, CA • King County, WA • Lake County, IL • Lancaster County, PA • Los Angeles County Community Development Commission (LACDC), CA • Lucas County, OH • Miami-Dade County, FL • Napa County, CA	• Niagara County, NY • Orange County, NY • Ramsey County, MN • Riverside County, CA • Rockland County, NY • Salt Lake County, UT • San Bernardino County, CA • San Diego County, CA • San Francisco County, CA • Solano County, CA • Sonoma County, CA • St. Croix County, WI • Tuolumne County, CA • Washington County, MD • Washington County, WI • Waukesha County, WI • Wayne County, MI
State Governments	• State of California • State of Connecticut • State of Delaware • State of Georgia • State of Hawaii • State of Indiana • State of Minnesota • State of Montana • State of New Mexico	• 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

CherryRoad's Public Sector Clients – Representative List	
Transit Clients	• AC Transit (Alameda-Contra Costa Transit District, CA) • Bay Area Rapid Transit, CA • Chicago Department of Transportation, IL • Chicago Transit Authority, IL • Delaware Department of Transportation • Delaware Transit Corporation • Hampton Roads Transit, VA • Kansas City Aviation Department, MO • Long Island Rail Road, NY • Massachusetts Bay Transportation Authority, MA • Massachusetts Port Authority (Massport) • Metra, IL • Metro-North Railroad, NY • Metropolitan Transportation Authority, NY • New Jersey Turnpike Authority • New Jersey Turnpike Authority • Portland Metro, OR • Port of Los Angeles Harbor Department, CA • Port of Seattle, WA • South Carolina Ports Authority
Public Entities	• 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 Sewer Department, MI • East Bay Municipal Utility District, CA • Glendale, City of, Water and Power Department, CA • Gray's Harbor Public Utility District, WA • Jacksonville Electric Authority, FL • 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 • Minneapolis Public Housing Authority, MN • New Jersey Turnpike Authority • Philadelphia Housing Authority, PA • San Diego County Water Authority, CA

CherryRoad's Public Sector Clients – Representative List	
K – 12 Organizations	• Arlington Public Schools, VA • Aurora Public Schools, CO • Chicago Public Schools, IL • Garland Independent School District, TX • Henrico County Public Schools, VA • Horry County Schools, SC • Jefferson County Public Schools, CO • Kansas City Missouri School District • Kern High School District, CA • Newark Public Schools, NJ • Philadelphia Public Schools, PA • Pittsburgh Public Schools, PA • Portland Public Schools, OR • Rochester City School District, NY • San Diego County Office of Education, CA • San Francisco Unified School District, CA • Shelby County Schools, TN • Toledo Public Schools, OH • Volusia County Schools, FL • Wichita Public Schools, KS
Higher Education	• California State University • California State University, Northridge • Clemson University • Cornell University, NY • DePaul University, IL • Grand Rapids Community College, MI • Harvard University, MA • Lone Star College System, TX • New York University • North Dakota University System • Northern Arizona University • Oregon Graduate Institute • Santa Clara University, CA • University of Delaware • University of Texas – Arlington • University of Texas – Dallas

Our clients can attest to our ability to complete complex, multiple module, and project suite implementations on-time and on-budget.

High Client Satisfaction Rate

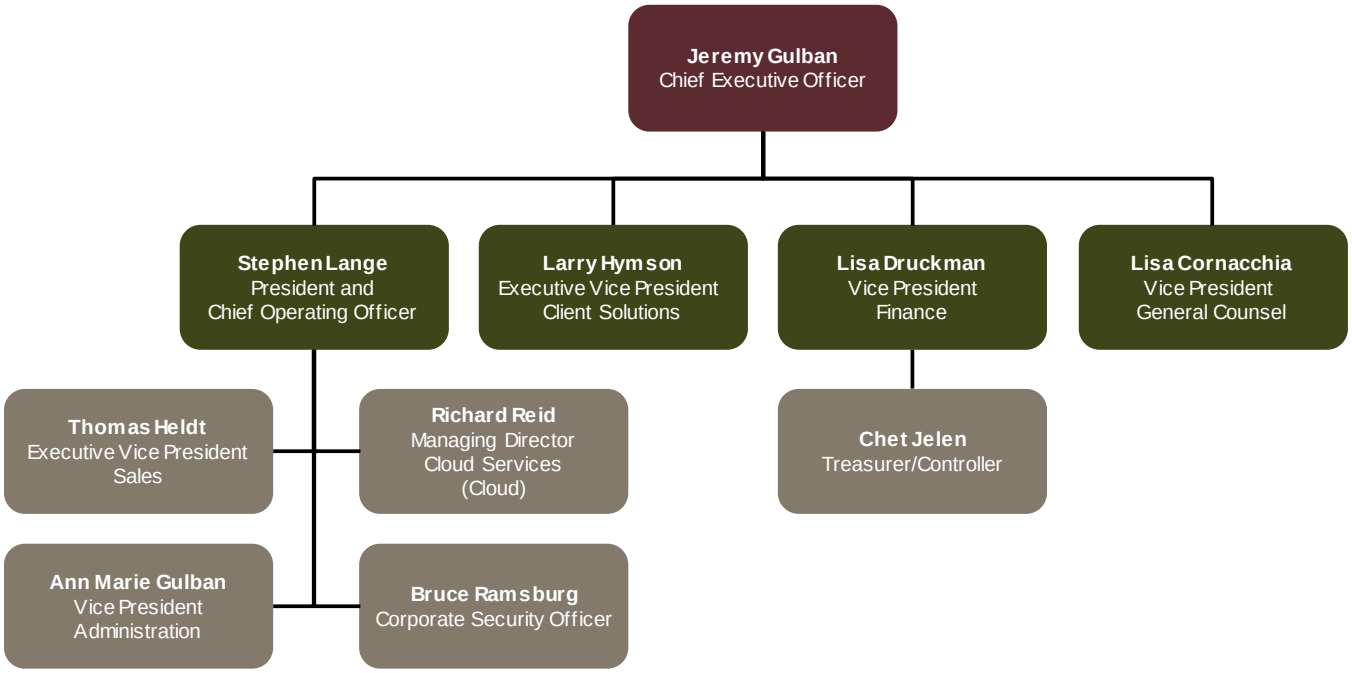
CherryRoad has successfully partnered with our clients on more than 500 engagements. Our business philosophy is to deliver world-class consulting services, on-time and within budget to every client. We work closely with our clients to understand their business needs and mitigate project risk. We approach every project as a partnership, working side-by-side with you to transfer knowledge and guide the project to a successful completion. Our clients tell us they appreciate our 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 large percentage of our business comes from recurring business and word-of-mouth referrals.

b) Provide contact name(s), titles, resumes of the proposed team member(s). Include an organizational chart beginning with your Company's management team through CEO of your Company.

Please find an organization chart below listing the CEO and further down through the executives and management team.

Following that, CherryRoad has provided a summary table of the proposed staff for the City's project and their resumes follow the table provided.



Proposed Staff

Key Resource & Proposed Role	Experience Summary
Rich Reid Executive QA	• 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. • 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.
Joe Fitts, PMP Project Manager	• Certified Project Management Professional (PMP) • Has lead multiple, large implementation projects • More than 12 years of Oracle experience • In-depth knowledge of all Oracle HCM Cloud modules • Recent projects include St. Croix County, WI; Washington County, MD; Glens Falls Hospital; Lightower; and Reading Partners
Tintu Jose HCM Lead (Core HR and other HR modules)	• Certified Oracle HCM Cloud Implementation Specialist • More than ten years of experience implementing and supporting Oracle HCM Cloud and E-Business Suite applications • In-depth training in all Oracle HCM Cloud modules • Recent projects include City and County of Broomfield, CO; Shelby County Schools, TN; Exelon; Dell Inc., Gilead Sciences; and JP Morgan Chase

Key Resource & Proposed Role	Experience Summary
Ranjit Palavalas Payroll/Time and Labor Lead	• Offers more than 14 years of Oracle implementation experience • Over ten years of experience implementing HCM and administrative systems in the public sector • Extensive knowledge of HCM development • Recent projects include Shelby County Schools, TN; Washington County, MD; City and County of Broomfield, CO; City of Aspen, CO; DMV, VA; and State of Virginia Employment Commission
Verlinda Curtis Benefits/Compensation Lead	• 35+ years of experience in Human Resources/Benefit Administration including over 15 years working with Oracle HCM Cloud, Oracle E-Business Suite, and PeopleSoft • Has lead all areas of project life cycle including implementation, conversion, Go-Live, and post-production support • Certified Oracle Application Cloud Specialist in Implementation, Security Implementation, and Reporting Implementation • Recent projects include Shelby County Schools, TN; Washington County, MD; City of Aspen, CO; Foundation Medicine; HRH Care Community Health; and Trammo
Rajan Mankame Financials Lead	• Oracle Financials Cloud 11g General Ledger Certified Implementation Specialist • 18+ years of Oracle Financials experience • Six-Sigma Green Belt Certified professional • Extensive training and knowledge of all Financials modules • Recent projects include City of Roseville, CA; City of Detroit, MI; Sanitation Districts of LA County, CA; Port of Los Angeles, CA; and Loudoun County, VA
Ramesh Govind Radhakrishnan, PMP Procurement Lead	• Oracle EBS and Cloud applications SCM technology leader with over 18+ years of industry experience spanning manufacturing and high-tech sectors • Project Management Professional (PMP) Certified • Extensive Oracle R12 training in Cloud Procurement, Advance Supply Chain Planning, and EBS • Recent projects include City of Roseville, CA; Viapath UK; NCI Building Systems; and DeKalb County, GA
Randy Krause Projects/Grants Lead	• Oracle Maser Certificate, Oracle Applications Implementation • More than 19 years of experience as an Oracle expert • Extensive knowledge of all Oracle Cloud ERP applications • Projects and Grants expert on many large public sector projects • Recent projects include Volusia County Schools, FL; City of Roseville, CA; New York State Thruway Authority, NY; and Chicago Transit Authority, IL

Key Resource & Proposed Role	Experience Summary
Bill Sheffler Supplier/Sourcing/Inventory Lead	• Experienced Solution Architect in setup and implementation of Oracle Advance Procurement, Manufacturing, MES, Distribution, Order Management, Quoting, and Warehouse Management applications • Cloud Lead for first group of consultants to train on Oracle Cloud Suite of Supply Chain • Broad functional experience in INV, LCM, Procurement, OM, Quoting, iStore, Shipping Execution, BOM, WIP, MES, EAM, Costing, WMS, Planning, and Multi-Org • More than 19+ years of experience implementing multiple Oracle solutions to various clients • Certified Oracle R12 Order Management, R12 Purchasing, and Inventory and has received accreditation on EBS 12.1 SCM and Warehouse Management, OUM Level 1, 2, 3, and 4 Certified • Recent projects include Volusia County Schools, FL; Shelby County Schools, TN; Doosan; Tyco; and GE Power & Water
Jaima Depin Planning and Budgeting Lead	• A very experienced Hyperion Solutions Professional with 10+ years implementing budgeting solutions • Demonstrated ability to successfully lead implementations, upgrades, and other business initiatives • Experienced in public sector, financial services, higher education, professional services, and healthcare industries • Recent Projects include Washington County, MD; City of Aspen, CO; San Diego County Office of Education, CA; Salt Lake County, UT; Cogentrix; and Massachusetts Port Authority
Rama Vemula Technical Lead	• More than ten years of experience with Oracle products • Oracle Cloud HCM Reporting Implementation Specialist • Certified Oracle Associate • Extensive training in Oracle Tools and all HCM modules • Recent projects include Shelby County Schools, TN; Washington County, MD; City and County of Broomfield, CO; City of Aspen, CO; Orange County, NY; Virginia Employment Commission; City of Richmond, VA; Abbott Laboratories; ACCO Brands; and Wyndham Hotels, USA

Resumes

The team members above have provided their resumes following this page.

Rich Reid

Managing Director of Cloud Services

Email: http://rreid@cherryroad.com
Mobile: 815-715-8209

CherryRoad Managing Director, Cloud Services

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.

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.

Joe Fitts

Project Manager – Cloud

TECHNICAL PROFICIENCY:

ERP Applications:	PeopleSoft Finance 9.1/8.9/8.8/8.4/7.5
ERP Modules:	Human Resources, Benefits Administration, Absence, Payroll, Time & Labor, Compensation, Performance, General Ledger, Accounts Payable, Accounts Receivable, Enterprise Asset Management, Taleo Enterprise Edition, Taleo Business Edition
ERP Tools:	PMBOK, Software Development Lifecycle, ITIL, CoBIT, OBIEE, Cognos, Business Objects
Other Tools	MS Office Suite, MS Visio, MS Project, SmartSheet

CERTIFICATIONS:

- Certified Project Management Professional (PMP), 2007

EDUCATION:

- Business Administration, California State University
- Liberal Arts, Arizona State University

PROFESSIONAL EXPERIENCE:

St. Croix County, WI
Project Manager
04/17 to Present
The County of St. Croix desires to move from a loose band of numerous systems with a lot of manual intervention into the fully integrated Oracle Cloud solutions. This implementation will be completed in multiple phases with Financials going live January 2018 and HCM/PBCS will be implemented in July 2018.

- Currently managing a team of twelve (12) functional and technical CherryRoad resources and thirty (30) client resources through a multi-phased implementation.
- Developed and maintaining the resource loaded project schedule.
- Leading weekly team status meetings and monthly client steering committee meetings.
- Managing multiple functional, technical, conversion and testing work streams.

Washington County, MD
Project Manager
03/17 to 04/17
The County of Washington desires to deploy an Enterprise Resource Planning (ERP) System that meets the administrative and business management needs of the County including Human Capital Management, Financial Management, and Budgeting. In this regard, the County has selected CherryRoad as the prime contractor to implement an Oracle Software-as-a-Service (SaaS) ERP solution to meet the needs of the County.

- Currently managing a team of ten (10) functional and technical CherryRoad resources and fifteen (15) client resources through multi-phased implementation.
- Brought Financials phase live on-time in mid-July 2017
- Driving to bring HCM and PBCS live by end of the year and be ready to produce 1st check run in 2018.
- Developed and maintained the resource loaded project schedule.
- Lead weekly team status meetings and monthly client steering meetings.

Glens Falls Hospital
Project Manager
06/16 to 02/17
Glens Falls Hospital needed to move a cloud-based solution for their HR and Payroll needs. They were using a third-party payroll vendor and numerous Excel "systems" for various functions.

- Managed a team of eight (8) internal team members as well as the client team size of nine (9).
- Brought the client up on Payroll in January 2017 with an implementation timeline of six months.
- Managed functional, technical, conversion, and testing workstreams.
- Worked with the team to tackle the very complex interfaces with HCM and their internal systems.

Lightower
Project Manager
05/16 to 02/17
Lightower moved to the cloud from a loose band of HR systems and Excel spreadsheets. Worked with an additional implementation team who was working on the Oracle Financials Cloud implementation.

- Brought the HCM system "Live" three months ahead of the Financials Cloud system, allowing the team to have some time with the new system to make the transition to cloud easier.
- Managed a team of four (4) internal and eight (8) client team members.
- Managed functional, technical, conversion, and testing workstreams.
- Successfully brought Benefits up at the same time Open Enrollment was opened.

Reading Partners
Project Manager
03/16 to 12/16
Reading Partners is a non-profit organization with a small amount of full-time employees, but a large amount of seasonal part-time employees. We brought them away from non-communicating systems to an integrated system in the cloud. The team worked through the complexities of these requirements for benefits eligibility as well as payroll and COBRA qualifications.

- Managed an internal team of three (3) and four (4) client team members.
- Lead the team through resource constraints with the client and different leads. Able to maintain the relationship with their senior leadership and various project leads.
- Managed functional, technical, conversion, and testing workstreams.

GrayWolf
Project Manager
02/16 to 06/16
GrayWolf had numerous subsidiaries that were all running their own unique HR processes and policies. We moved them to the cloud to standardize on a shared system, shared set of processes, and procedures.

- Drove requirements gathering sessions to unify the numerous subsidiaries.
- Managed a team of three (3) internal and six (6) client team members.
- Brought them to production in a four-month time span.

Alnylam Pharmaceuticals
Project Manager
02/16 to 10/16
Alnylam's need was straightforward in moving to the cloud to reduce support cost. Brought them up in a fully integrated phased approach with HCM first followed quickly by Taleo.

- Managed a team of three (3) internal and ten (10) client team members.
- Managed functional, technical, conversion and testing work streams

Rentech
Project Manager
03/15 to 11/15
Environment was one of multiple subsidiaries and many different processes and procedures. We got the company up onto a shared platform with shared processes and allowed the HR teams in various companies to be able to assist others across the environment.

- Led the requirements gathering, testing, and training sessions, build, testing and training of four (4) companies and eleven (11) distinct locations.
- Managed a team of three (3) internal IT, three (3) vendor team members, and eighteen (18) internal plant team members.

Rentech
Project Manager
01/15 to 07/15
Implemented EAM at wood manufacturing facilities to allow the reduction in cost and time for repair for maintenance for large production machinery.

- Lead the requirements gathering, planning, testing and deployment sessions of three subsidiaries to a shared maintenance schedule.
- Managed a team of three (3) internal IT, three (3) vendor team members, and twelve (12) internal plant team members.

Rentech
Project Manager
01/14 to 11/14
Drove the need to get the newest version of EBS. (Moved from 11i to R12.) This was needed to lay the groundwork for Enterprise Asset Management and greater use of Projects.

- Lead the requirements gathering, planning, testing and deployment sessions of three subsidiaries and corporate to meet all needs.
- Managed a team of four (4) internal IT, four (6) vendor team members, and twelve (12) internal subsidiary team members.
- Lead the monthly executive steering committee meetings for all system projects.
- Engaged with our International locations to make sure we met local requirements.
- Streamlined the financial reporting processes allowing closing to be completed two weeks earlier.
- Responsible for production support and maintenance after upgrade.

Tintu Jacob Jose

Senior Director – HCM Cloud

PROFESSIONAL SUMMARY:

- Certified Oracle HCM Cloud Implementation Specialist with over 11 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.
- Support HCM Cloud application and provide subject matter advice.
- Provide training for functional and technical users on HCM tools and technologies (Reporting, Fast Formula).
- Collaborate with Oracle to resolve product related issues.
- Monitor the progress of the project tasks and report to client teams and PMO.
- Identify issues and risks and propose mitigation plans.
- Conduct design workshops and gather requirements from business users and process owners.

TECHNICAL PROFICIENCY:

ERP Applications:	Oracle HCM v4-12, Oracle eBusiness Suite v11.5 -R12
ERP Modules:	HCM: Core HR, Talent Management (Performance, Goals, Talent Review), Workforce Rewards (Compensation, Benefits), Payroll eBusiness Suite: Core HR, Self Service HR (MSS/ESS), Payroll, Learning Management
ERP Tools:	JDeveloper 9i/10g/11g, PL/SQL Developer
Languages:	PS/SQL, Java, XML
Databases:	Oracle 11g/9i, SQL Server, MS Access
Reporting Tools:	Data Loaders (HDL, FBL, PBL), Reporting Tools (OTBI, BI Publisher), HCM Extracts, Fast Formulas, REST APIs/ATOM Feeds, BPM Workflows/Approvals, Oracle Application Framework (OAF), Oracle Workflow / AME, Oracle Forms and Reports, Oracle WebADI, SQL * Plus, SQL Loader
Operating Systems:	Windows XP, UNIX

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

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

PROFESSIONAL EXPERIENCE:

City of County of Broomfield, CO
HCM Lead
06/17 to Present
HCM Cloud Implementation/Support on R11/12

- Acting as HCM Lead responsible for supporting HCM Cloud application and providing subject matter advice.
- Provided training for functional and technical users on HCM tools and technologies (Reporting, Fast Formula).
- Working closely with Oracle on resolving product related issues.

Shelby County Schools, TN
HCM Functional Lead
05/17 to Present

Leading a team of 6 consultants/managers for Shelby County School Districts HCM Cloud Implementation to move the District's current in-house on-premise HR system to Cloud.

- Acting as HCM Functional Lead responsible for conducting discovery sessions, design workshops, gathering requirements and solutioning.
- Configured HCM Cloud application based on customer requirements in an iterative fashion for prototypes.
- Tracking the progress of the project tasks for each HCM modules and report to client teams and PMO.
- Responsible for identifying issues and risks and proposing mitigation plans.
- Working closely with Oracle Implementation Success Manager and Customer Success Manager to ensure proper communication and product related support from Oracle is achieved.

Exelon
Compensation & Benefits Lead
05/15 to 02/17
Engaged as a Compensation & Benefits Lead:

- Led 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.
- Provided advisory support for Core HR and Payroll workstreams.
- Managed the System Integration Testing (SIT) by coordinating with Core HR, Payroll, and external vendors.

Engaged as a Cloud Absence Consultant:

- 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.

Engaged as a HCM Cloud Compensation Lead:

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.

Dell, Inc.
HCM Cloud Compensation Lead
09/14 to 04/15

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.

State Street Corporation
Cloud Compensation Assessment Lead
08/14 to 09/14

- 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.

Gilead Sciences
HCM Consultant, Lead Consultant for Contingent Worker Management
06/14 to 08/14

HCM Cloud Assessment & Contingent Worker Management.

- 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.

Diebold, Inc.
HRMS Assessment Consultant
06/14 to 08/14

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 Reginal 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.

JP Morgan Chase, New York
SaaS Evaluation Consultant
11/13 to 03/14

- 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

Enterprise Products Partners (EPP)
Oracle Learning Management Consultant
06/14 to 08/14

- 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.

Ranjit Palavalas

Director – HCM Cloud

PROFESSIONAL SUMMARY:

- 10+ years of overall IT experience in Oracle Applications 11i and 12i along with technical development activities during large-scale ERP implementation projects.
- Possesses strong experience with interfaces, conversions, forms, reports and fast formulas primarily within Oracle HRMS, including OTL, Payroll, Benefits, HR and System Administration modules.
- 14 years HCM experience.
- 10 years in the Public Sector.

TECHNICAL PROFICIENCY:

ERP Modules:	Human Resources, Payroll, Time & Labor, Absence management, Standard and Advanced Benefits, Employee/Manager Self-Service, System Administration, User Management, Workflow
Tools:	SQL Developer/Toad, SQL and PL/SQL, SQL*Loader, jDeveloper, Workflow Builder, XML Publisher, Developer 2000, OA framework
Methodologies:	Oracle AIM Methodology, Software Development Lifecycle

CERTIFICATIONS:

- Oracle Fusion Global Human Resources Certified Implementation Specialist - 2015
- 11i Oracle Approvals Management Certified - 2010
- OA Framework Overview for Support, Certified - 2008
- 11i Oracle Time & Labor Certified Consultant - 2008

TRAINING:

- Completed R9: HCM Cloud Implementation Training, 2015

EDUCATION:

- Post-Graduate Diploma, Computer Programming, and Application
- Bachelor of Technology, Nagarjuna University, India

PROFESSIONAL EXPERIENCE:

Shelby County Schools, TN
Payroll Lead
08/17 to Present
Shelby County School District is one of the largest school district in US. They have around 15000 employees including teachers. The teachers in the school district include 12-month, 11-month, 10.5 month, and 10-month contract employees.

- Prepared and conducted Orientation Training for Payroll and TL modules.
- Designed and configured Payroll and Time and Labor modules for Prototype.
- Conducted discovery and analysis sessions for Payroll and Time and labor modules.
- Designed teachers' contract pay structure.
- Involved in documenting Payroll and Time and Labor traceability matrix.
- Module(s): Payroll

Washington County, MD
Time & Labor Lead
07/17 to Present
This is new implementation and the objective of this project was replacing clients People soft system with Oracle Cloud. The challenging aspect of this project was to handle several union employees within the county.

- Prepared and conducted Orientation Training for Payroll and TL modules.
- Designed and configured Payroll Costing and Time & Labor module.
- Designed and developed several time calculation rules to fit clients' needs (especially for union employees).
- Helped design integration between Payroll, Absence, and TL modules.
- Involved in designing few components such as elements for 457 plans, workers comp etc.
- Conducted payroll parallel testing and prepared client for payroll readiness.
- Module(s): Time & Labor

City and County of Broomfield, CO
Payroll and Time & Labor Consultant
07/16 to 08/17
The City and County of Broomfield is a consolidated city and county in the U.S. state of Colorado. This was new implementation and the objective of this project was to implement Oracle Cloud HCM. This project had typical complex functionalities related to a public-sector organization such as position control, employees with multiple positions etc.

- Prepared and conducted Orientation Training for HCM modules.
- Designed and configured Time and Labor module.
- Performed midyear payroll balance conversion.
- Configured TL module to capture time various group of employees
- Involved in conduction payroll parallel testing and go-live readiness.
- Supported payroll go live process.
- Module(s): Payroll, Time & Labor

City of Aspen, CO
HCM Lead
02/16 to 02/17
The City of Aspen, Co is a full-service city government with complete municipal services. This was a new implementation and the objective of this project was to replace the existing legacy with Oracle Cloud ERP and HCM. This project had all the features/functionalities of a large city government with positions, and multiple employee types which demanded a full system supporting complex HCM decisions, policies, and procedures.

- Conducted implementation analysis for Core HR, Payroll, and Absence Management module.
- Prepared and conducted Orientation Training for all the HCM modules.
- Designed and configured HR, Payroll, and Absence Management modules for Prototype.
- Prepared Fit / Gap document.
- Configured and conducted Prototype for the client.
- Designed and Performed data conversion for all the HCM objects.
- Configured fast formulas for leave accruals.
- Drafted setup document.
- Module(s): HR, Payroll, Absence Management

Department of Motor Vehicles (DMV), VA
Oracle Time & Labor/Absence Management Lead
06/14 to 11/16
Assigned to eTime project to lead OTL and Absence management modules. This project enabled DMV to collect time electronically and send it to payroll, thereby removing the manual time entry process. This project helped DMV in collecting employee time in timely manner and reduced all the issues that were caused earlier due to manual entry for the 2000 plus employees. In this project, managed a team of three and teamed with a business analyst to gather requirements, high-risk use cases and mentor them on creation of use case deliverables. The new time entry system was rolled out to the entire DMV employees statewide in Virginia. The entire eTime team won an award from the agency commissioner for timely completion of the project.

- Conducted implementation analysis for Oracle Time & Labor and absence Management modules.
- Designed and configured Oracle Time & Labor and Absence Management modules.
- Designed and developed an extension to handle retroactive changes in the timecard.
- Designed outbound interface to send time information to external payroll/Leave system (CIPPS).
- Configured fast formulas for leave accruals.
- Designed and developed various reports for OTL and Absence management modules.
- Drafted setup document.
- Module(s): Oracle HR, OTL and Absence Management

Orange County, NY
Oracle Time & Labor/Projects and Grants Test Lead
09/15 to 12/15
This was an upgrade project. Client was upgrading from 12.0.6 to 12.1.3 and was tasked to lead testing of Oracle Time & Labor and Projects and Grants modules. This upgrade project was completed in record time of three months.

- Identified and documented all the test case scenarios for both the modules.
- Worked with business analysts to understand their business transactions.
- Identified and resolve bugs during the testing process.

Virginia Employment Commission (VEC), VA
HR and OTL Lead
01/13 to 04/15
Brought on board to Lead HR and OTL modules for financial management System (FMS) at VEC, Virginia. This was a new Oracle implementation to replace their legacy financial system. The purpose of this project was to replace their multiple home-grown systems including mainframe with Oracle. This project helped VEC in streamlining business and minimized system maintenance. Worked closely with a business analyst to gather requirements and help them built test cases for testing. The new system enabled all the VEC employees statewide to enter time electronically.

- Conducted implementation analysis for Oracle Time & Labor module and for HR Data integration.
- Designed and configured Oracle Time & Labor module for VEC.
- Integrated client's LDAP system and Oracle HR (Employee and Assignments).
- Designed RBAC model for the client.
- Helped maintain and manage instances.
- Conducted Technical and Functional training.

City of Richmond, VA
Payroll/OTL Functional Lead
05/12 to 02/13
Worked on RAPIDS team as Payroll and OTL lead. This was a new implementation and the objective of this project was to replace the existing legacy mainframe system with Oracle. Managed a team of two and was responsible to configure Payroll and Time & Labor module to handle 5000 plus city employees. Learned how to integrate external time clock with Oracle. The entire RAPIDS team won a certificate of completion upon successful implementation of the project.

- Conducted implementation analysis for Oracle Payroll and Time & Labor module.
- Designed the integration between third party time keeping system (KABA) to Oracle Time & Labor.
- Designed FLSA rules for public safety employees (police, sheriff, and fire).
- Performed payroll year-end process for both Employee and Retirees (W2's and 1099).
- Maintained creditable compensation information for City of Richmond employees.
- Designed custom Actuary module for Richmond Retirement System (RRS).
- Worked with Oracle support in resolving service request, applying patches and in managing instances.
- Module(s): Oracle Payroll and OTL

US Steel
Payroll/ACS Integration Lead
06/11 to 05/12
United States Steel Corporation is an integrated steel producer with major production operations in North America and Central Europe. The purpose of the project was to use Oracle Applications to automate client's business needs including payroll, supply chain management process and their financial systems. Was responsible for integrating Oracle Payroll system to client's benefits system (ACS). During this project, managed a team of three offshore resources and helped them develop and test interface.

- Involved in designing the integration between Oracle payroll and third-party benefit management system known as ACS.
- Documented functional design and test scripts.

- Helped RICE team develop interface.
- Involved in testing the interfaces that are related to integrating oracle Payroll and ACS.
- Mentored several junior resources and used my experience in Oracle Payroll to further develop their skill set.
- Supervised a three-person offshore team.
- Module(s): Oracle Payroll

Berks County, PA
Technical Lead
04/10 to 12/10

The objective of the project was to implement Oracle Financials along with shared HR in place of existing legacy systems. Worked on this project as a remote resource and primarily handled conversion of all the HR data. This project involved HR data conversion, development of new interface programs.

- Configured shared HR system for County of Berks.
- Designed the conversion specification Jobs, Position, Employee, Address, Phone, Assignment, Salary.
- Designed and developed an inbound interface to terminate and re-hire employees from the legacy system.
- Developed an interface to periodically refresh employee, address, phone, assignment, and salary information from the legacy system.
- Guidance to the client side functional and technical resources to test and maintain the package.
- Module(s): Oracle HR

Henrico County and Henrico Public Schools, VA
Oracle Time & Labor/Absence Management Lead
02/07 to 03/10

County of Henrico implemented Oracle project called STEPS to stream line the business conducted by both the County and the Schools. Role was to lead Oracle Time & Labor and Absence Management modules for both the county and the schools. Successfully implemented this project and was able to collect time electronically for 20,000 Henrico employees and pay them periodically.

- Conducted analysis sessions for payroll, OTL, and absence management module.
- Configured OTL and absence management modules.
- Designed and configured accrual plans for different categories of people.
- Involved in configuring approvals management engine (AME) to handle complex absence approval process through workflow.
- Designed FLSA rules for public safety employees (police, sheriff, and fire).
- Involved in the design process of OA Framework components for iRecruitment, learning management and performance appraisals.
- Developed automated process to create timekeeper groups based on location.
- Module(s): Oracle HR, Payroll, OTL and Absence Management

Arlington Public Schools, VA
OTL Techno Functional Lead
09/06 to 06/07
The purpose of this project was to implement Oracle in place of existing legacy systems. Worked on this project as Oracle Time & Labor Technical/Functional Lead. This project gave opportunity to explore the functional side of the system.

- Extended Oracle seeded time entry page to add custom LOV's.
- Successfully configured timekeeper responsibility to handle multiple assignments feature.
- Designed and developed automated processes to auto populate timecard based on employee work schedule.
- Developed several time entry rules for validating time card.
- Configured accrual plans and developed fast formulas for calculating paid time off accruals.
- Developed automated process to create timekeeper groups.
- Module(s): OTL

Equity Office
Oracle HRMS Senior Analyst
10/04 to 08/06
This was a support project for client's Oracle Applications. Day to day support involved issues from all modules in Oracle Applications. Client had a wide array of Oracle Modules starting with Oracle HRMS (HR, Payroll, OAB), Oracle Financials and non-oracle systems that interface with Oracle. As part of the support team, worked on supporting small in-house projects, and providing quick technical solutions in this role.

- Prepared technical and business mapping documents using AIM methodology.
- Solved interface production problems and involved in supporting reports.
- Worked on several Oracle SR's to resolve client needs.
- Investigated Vacation & SICK accruals production problems and fixed them.
- Involved in HRMS family pack testing.
- Involved in doing QA process for production promotion tickets.
- Module(s): Oracle HR, Payroll and OAB

Chicago Transit Authority, IL
Oracle HRMS Senior Analyst
07/03 to 09/04
The objective of the project was to implement Oracle HRMS, Payroll, OAB, and OTA along with Oracle Financials in place of existing legacy systems. This project involved data conversion, development of new interface programs, reports, forms, and customization of reports.

- Involved in user meetings for Gap Analysis and legacy field mapping.
- Prepared technical and business mapping documents using AIM methodology.
- Configured and developed Benefit FAST FORMULAS.
- Extended several Oracle seeded Payroll and PTO fast formulas.
- Involved in creating new secure responsibility for union people.
- Designed and developed Inbound and Outbound Interfaces using PL/SQL and SQL*Loader and UNIX Shell Scripts, to load/extract the data into/from Oracle tables.
- Module(s): Oracle HR, Payroll and OAB

The Great Atlantic & Pacific Tea Company
Oracle HRMS Analyst
02/02 to 07/03

The Great Atlantic & Pacific Tea Company is a family of supermarkets with over 800 stores across the U.S. and in the province of Ontario, Canada. The objective of the project was to implement Oracle HRMS, Payroll, and Benefits in place of the existing legacy systems. This project involved data conversion, development of new interface programs, reports, forms, and customization of reports.

- Implemented Oracle HRMS Security and created New Responsibilities in Oracle HRMS based on the requirements.
- Handled the Employee Conversion process using appropriate Oracle provided API's - Employee, Address, Assignments, Salaries and Salary History, Phones, Elements, Special Information Types.
- Developed and configured Benefit Fast Formula for dental family benefit coverage 4 years eligible rule.
- Worked on migrating the Code, install scripts, documents from instance to instance using PVCS (Version Control).
- Designed and developed Inbound and Outbound Interfaces using PL/SQL and SQL*Loader and UNIX Shell Scripts, to load/extract the data into/from Oracle tables.
- Customized the Check Writer and Deposit Advice reports for US and Canada.
- Module(s): Oracle HR, Payroll and OAB

Verlinda Curtis

Lead Consultant – HCM Cloud

PROFESSIONAL SUMMARY:

- 35+ years of experience in Human Resources/ Benefit Administration including over 15 years working with Oracle HCM Cloud, Oracle eBusiness Suite and PeopleSoft.
- Lead all areas of project life cycle including implementation, conversion, go-live and post-production support.
- Provided full system design lifecycle best practices, configuration, issue resolution, fit/gap, requirements gathering, design, deployment, testing, and documentation.
- Prepared technical design documents for fast formulas, carrier interface, and reporting requirements.
- Delivered end-user training.
- Performed successful go-live on time and within budget
- Proven ability to draw upon experience as benefits subject matter expert and best practice knowledge.
- Possesses strong communicative and analytical skill set.
- Results oriented, hands-on professional with a solid reputation for upholding standards of excellence.
- Experienced working in fast-paced environments demanding strong organizational and interpersonal skills.
- Highly trustworthy, ethical and discreet; committed to superior customer service.
- Proven project management skills and ability to effectively multi-task.
- Process driven individual also known for excellent analytical, problem solving and computer skills.
- Vertically flexible—able to work at both tactical and strategic levels.

TECHNICAL PROFICIENCY:

ERP Applications:	PeopleSoft Finance 9.1/8.9/8.8/8.4/7.5
ERP Modules:	Core HR, Benefits, Self-Service (ESS)
ERP Tools:	Reporting/Analytics OBIEE, BI Publisher, Spreadsheet Loader
Other Tools	Oracle Application Implementation Method, Deep Dive Workshops, Conference Room Pilots, Development Unit Testing, System Integration Testing, User Acceptance Testing

CERTIFICATIONS:

- Oracle Global Human Resources Cloud 2016 Certified Implementation Specialist

TRAINING:

- Oracle Applications Cloud 2016 Security Implementation Specialist
- Oracle Applications Cloud 2016 Reporting Implementation Specialist
- Oracle Applications Cloud Data 2016 Implementation Specialist
- Oracle Applications Cloud Extensibility 2016 Implementation Specialist
- Oracle Applications Cloud Operations 2016 Implementation Specialist
- Oracle Applications Cloud User Experience 2016 Implementation Specialist
- Oracle 2017 Benefit Capability Assessment

EDUCATION:

- Rockhurst University, Kansas City, Missouri

PROFESSIONAL EXPERIENCE:

Shelby County Schools, TN
Functional Lead
07/17 to Present

- Shelby County Schools is the largest school district in Tennessee and one of America's 25 largest public school districts.
- The school district is installing an array of Oracle Cloud products including HCM, Financials, Procurement, Inventory Management, and Budgeting.
- This project has all the features/functionalities of a large school district with 11,500 employees, multiple systems which demand a full system supporting complex HCM decisions, policies, and procedures.
- Project Lead on Oracle HCM Implementation.

Washington County, MD
Functional Lead
05/17 to Present

- Washington County, Maryland is a full-service county government with complete municipal services.
- The County is installing an array of Oracle Cloud products including Financials, Procurement, and HCM.
- This project has all the features/functionalities of a large county government with positions, unions, and multiple admin systems which demand a full system supporting complex HCM decisions, policies, and procedures.
- Project Lead on Oracle HCM Implementation.

City of Aspen, CO
Functional Lead
02/17 to Present

- The City of Aspen, CO is a full-service city government with complete municipal services.
- The City has installed an array of Oracle Cloud products, for example, Financials, Procurement, HCM, and Taleo to name a few.
- This project has all the features/functionalities of a large city government with positions, unions, and multiple admin systems which demand a full system supporting complex HCM decisions, policies, and procedures.
- Project Lead for post go-live support.

Foundation Medicine
Functional Lead
12/16 to 02/17

- Foundation Medicine, Inc. is a public American company based in Cambridge, Massachusetts which develops, manufactures, and sells genomic analysis diagnostics for solid and circulating cancers.
- Implemented Oracle HCM Human Resources, Benefits.
- Project Lead for post go-live system reconfiguration.

- Provided full system configuration, issue resolution, fit/gap, requirements gathering, design, deployment, testing, and documentation.

HRH Care Community Health
Functional Lead
05/16 to 02/17

- HRH Care delivers full lifecycle primary, preventative, behavioral and health care, and enabling and care coordination services. Implemented Oracle Human Resources, Benefits, and Absence Management.
- Project Lead on Oracle HCM Implementation and 2017 Annual Open Enrollment cycle.
- Provided full system design lifecycle best practices, configuration, issue resolution, fit/gap, requirements gathering, design, deployment, testing, and documentation.
- Prepared technical design documents for fast formulas, carrier interface, and reporting requirements.
- Delivered end-user training
- Performed successful go-live on time and within budget

Trammo, Inc.
Functional Lead
04/16 to 01/17

- Trammo is an international merchandising and trading firm that markets, trades, distributes and transports ammonia, energy products, raw materials, chemicals.
- Implemented Oracle Human Resources and Benefits.
- Project Lead for post go-live system reconfiguration.
- Provided full system configuration, issue resolution, fit/gap, requirements gathering, design, deployment, testing, and documentation.
- Delivered end-user training.

Reading Partners
Functional Lead
03/16 to 02/17

- Reading Partners is a children's literacy nonprofit based in the San Francisco Bay Area with programs in over 40 school districts throughout California, New York, Washington DC, Maryland, Texas, Colorado, South Carolina, Oklahoma, and Washington. Implemented Oracle Human Resources, Benefits, and Talent Management.
- Project Lead on Oracle HCM Implementation and 2017 Annual Open Enrollment cycle.
- Provided full system design lifecycle best practices, configuration, issue resolution, fit/gap, requirements gathering, design, deployment, testing, and documentation.
- Prepared technical design documents for fast formulas, carrier interface, and reporting requirements.
- Delivered end-user training.
- Performed successful go-live on time and within budget.

Bronco Wine Company
Functional Lead
08/15 to 12/16

- Bronco Wine Company is a vintner that produces wines under many brands and is based in Ceres, California. It is the fourth largest producer of wine in the United States.
- Implemented Oracle HCM Human Resources, Benefits, Payroll, Absence Management.
- Project Lead for the 2016 Annual Open Enrolment cycle.
- Prepared technical interface documents for carrier reporting/extracts.
- Led post-go live support.
- Designed and delivered end-user training sessions.
- Developed Benefits User Administration Guide.
- Coordinated system upgrade to R11.

SI Group, Inc.
Functional Lead
08/15 to 12/16

- SI Group, Inc. is a leading developer and manufacturer of chemical intermediates, phenolic resins, alkylphenolic resins, and alkylated phenols.
- Implemented Oracle HCM Human Resources, Benefits, and Absence Management.
- Project Lead for the 2016 Annual Open Enrolment cycle.
- Led post-go live support.
- Designed and delivered end-user training sessions.
- Developed Benefits User Administration Guide.
- Coordinated system upgrade to R11.

Rajan Mankame

Director – Cloud ERP

PROFESSIONAL SUMMARY:

- Oracle Fusion Financials General Ledger Certified Implementation Specialist with 18 years of professional experience specializing in the Oracle Financials and Projects modules.
- Adept at business process reengineering and is a Six-Sigma Certified professional who can support all aspects of Oracle E-Business project planning and execution.
- Industry experience and deep understanding of Financials, Grants, Treasury, Risk Management, Planning, and Budgeting processes enables him to interact with the user community effectively.
- Will step into a project in a critical moment to ensure a successful go-live.
- Excellent communication skills and good analytical and problem-solving capabilities that would make him valuable on any Oracle ERP project, large or small.
- Team player and leader and has the ability to work independently on a project.

TECHNICAL PROFICIENCY:

ERP Applications:	Oracle Cloud ERP R12, R11, R10, Oracle E-Business Suite 12.2, 11i, 11.0.3
ERP Modules:	Financials (GL, AR, AP, FA, BCEA CM), Oracle Treasury (XTR), Oracle Loans (LNS), Projects (Costing and Billing), Oracle Risk Management, Grants Management, Cost Management, Purchasing, Order Management
Reporting Tools:	Oracle Financial Reporting Studio (FRS), SmartView Reporting,
Operating Systems:	MS Office, Project, PowerPoint, Visio, Access
Methodologies:	EDM: Enterprise Domain Model, EAM: Enterprise Application Migration, AIM: Application Implementation Methodology

CERTIFICATIONS & TRAINING:

- Six Sigma Green Belt Project, GE Healthcare
- Oracle Fusion Financials 11g General Ledger Certified Implementation Specialist, Oracle Corporation

EDUCATION:

- Bachelor of Commerce, University of Bombay, India
- Chartered Accountant; Institute of Chartered Accountants of India

PROFESSIONAL EXPERIENCE:

CherryRoad Technologies, Inc.
Sr. Applications Consultant II
06/17 to Present

Engaged at City of Roseville, CA as a Functional Lead – Finance Cloud from 06/17 to present:
Conducted the detailed process study and requirements gathering for finance modules, GL, BCEA, FA, CM, AR, and AP.

- Oracle Cloud ERP R12
- Worked on FERC accounts mapping, and accounting process flows for the city.
- Conducted analysis and demos for budget data extraction, data clean-up and data file grouping for the budget data conversion in BCEA.
- Created end-to-end tests for all financial modules covering various business scenarios.
- Worked with city finance team for historical data conversion mapping for financial modules.
- Worked on the design mapping and initial design for the receipts interfaces from various collection systems. The designs for these interfaces were tested with various scenarios.
- Conducted Conference Room Pilots (CRPs) testing for the financial modules.
- Worked on CAFR design for the City. City must prepare an additional CAFR with FERC accounting and reporting requirements.

AST Corporation
Consulting Manager
06/07 to 06/17

Engaged at City of Detroit, MI as a Functional Lead working on Oracle Financial Cloud ERP – R11 Upgrade and Enhancements from 02/16 to 05/17:

- Conducted the detailed process study for Budgetary Control and Encumbrance Accounting (BCEA) and General Ledger (GL) process flows for the R11 upgrade changes. Prepared impact documents and required action plan on migration.
- Conducted analysis and demos for budget data extraction, data clean-up and data file grouping for the budget data conversion in BCEA. Created budget data files for fiscal 2017 and tested the budget data conversion in test instances.
- Created tests for budget adjustments covering various business scenarios in BCEA.
- Completed BCEA data migration/budget upload in Cloud R11 Production, including post conversion verification and tally.
- Opened and monitored Oracle Support Requests (SRs) for the issues in testing, data conversions and process issues that surfaced on the upgrade.
- Conducted Conference Room Pilots (CRPs) and User Acceptance Testing (UAT) for the project for GL, AR and BCEA modules including external interface testing for the upgrade for these modules.
- Created training documents for training in AR, GL, and BCEA modules.
- Conducted support user training with hand-holding support, with issue resolution, post go-live.
- Supported the client on issues relating to reports re-design, designing and testing CAFR reports in Financial Reporting Studio. Working on the deployment of the financial reports to production currently.
- Worked on Cloud R12 upgrade projects planning and execution activities.
- Worked on the design ideas and testing for integration of City's external system with cloud.

Engaged at City of Detroit, MI as a Functional Lead working on Oracle Financial Cloud ERP – R10 Implementation and Support from 02/16 to 05/17: Consolidated user meetings feedback, design information, and translated to configuration documents by each module. Conducted meeting to run thru various design ideas with client subject matter experts.

- Conducted the detailed process study for Budgetary Control and Encumbrance Accounting (BCEA) and General Ledger (GL) process flows.
- Conducted analysis and demos for budget data extraction, data clean-up and data file grouping for the budget data conversion in BCEA.
- Prepared and tested multiple alternative data migrations scenarios in test instances.
- Created tests for budget adjustments covering various business scenarios in BCEA.
- Completed BCEA data migration/budget upload in Cloud R10 Production, including post conversion verification and tally.
- Conducted design study for external interfaces to Oracle General Ledger. Designed tests for running the interfaces and troubleshooting for the interface errors.
- Opened and monitored Oracle Support Requests (SRs) for the issues in testing, data conversions and process issues that surfaced on the implementation and upgrade.
- Conducted Conference Room Pilots (CRPs) and User Acceptance Testing (UAT) for the project for GL, AR and BCEA modules including external interface testing related to these modules.
- Created training documents for training in AR, GL, and BCEA modules.
- Conducted support user training with hand-holding support, with issue resolution, post go-live.
- Supported the client on issues relating to reports re-design, designing and testing CAFR reports in Financial Reporting Studio.

Engaged at Sanitation Districts of Los Angeles County, CA as a Functional Lead from 08/14 to 05/17: Oracle EBS R12 Implementation

- Conducted detailed process study for Oracle Treasury, Cash Management, and GL flows.
- Conducted analysis and demos for investment portfolio and bonds issues with detailed plan for converting them to Oracle Treasury.
- Conducted analysis and demos for State loans, mortgages and inter-fund loans held by the county by providing the design to integrate the loans to Receivables and General Ledger.
- Conducted design study for Oracle Treasury and Cash management integration, with Oracle Projects and Receivables.
- Conducted requirement gathering and analysis for issues and refunding of bonds at CUSIP level.
- Created design documents for Treasury transaction flow and accounting in general ledger using modified accrual basis.
- Designed custom reports in Oracle Risk Management and scripts to measure and validate the conversion impact by conversion phases.
- Converted all the Treasury related data into production with data flow to general ledger.
- Provided support to General ledger for tallying the Treasury related transactions, during the implementation process.
- Designed the complex scenarios to handle the Treasury accounting under full accrual and modified accrual accounting and project drawdowns.
- Conducted in-depth training on Treasury module and assisted customer in day-to-day and the period close process.
- Supported Post go-live issue resolutions for GL, AR, AP, CM, XTR, and PA modules.
- Performed month-ends and carry forwards for the accounting.

- Helped client in preparing CAFR, Notes to accounts and schedules and audit reports, audit queries.
- Conducted training on how to perform year end and close books.

Engaged at Loudoun County, Internal Cloud Implementation as a Functional Lead from 04/14 to 05/17:
Oracle Cloud ERP Implementation – Internal project with actual scope

- Conducted the detailed process study for Oracle General Ledger and Oracle Receivables flows for Loudoun County ERP upgrade scenario.
- Conducted analysis and demos for GL value sets upload in Oracle Cloud and other GL configurations.
- Conducted analysis and mapped processes for end to end scenarios for receivables to general ledger end-to-end cycles for tax and non-tax interfaces.
- Created chart of accounts and general ledger set-up documents.
- Created test plans for testing transactions in GL, AR, AP, Cash Management modules.
- Conducted test cycles by modules for GL, BCEA, AR, AP, and Cash Management modules.

Engaged at Loudoun County, VA as a Functional Lead from 10/12 to 03/14:
Oracle EBS R12 Implementation

- Conducted detailed process study for Oracle Treasury, Cash Management, and GL flows.
- Created custom interface designs for tax and non-tax receipts for the county.
- Conducted analysis and demos for investment portfolio and bonds issues with detailed plan for converting them to Oracle Treasury.
- Conducted analysis and demos for housing loans held by the county by providing the design to integrate the loans to Receivables and General Ledger.
- Conducted design study for Oracle Treasury and Cash management integration, with Oracle Projects and Receivables.
- Conducted requirement gathering and analysis for issues and refunding of bonds at CUSIP level.
- Created design documents for Treasury transaction flow and accounting in general ledger using modified accrual basis.
- Designed custom reports and scripts to measure and validate the conversion impact by conversion phases.
- Converted all the Treasury related data into production with data flow to general ledger.
- Provided support to General ledger for tallying the Treasury related transactions, during the implementation process.
- Designed the complex scenarios to handle the treasury accounting under full accrual and modified accrual accounting.

Engaged at Port of Los Angeles, CA as a Functional Consultant from 03/12 to 10/12:
Oracle EBS R12 Upgrade

- Conducted the detailed process study for Oracle Treasury flows, investment portfolio analysis and bonds issue.
- Conducted design study for Oracle Treasury and Cash management integration.
- Conducted requirement gathering and analysis for issues and refunding of bonds.
- Created design documents for Treasury transaction flow and accounting in general ledger.
- Designed custom reports and scripts to measure and validate the conversion impact by conversion phases.
- Converted all the Treasury related data into production.

- Provided support to General ledger for tallying the Treasury related transactions, during the implementation process.
- Designed the complex scenarios to handle the treasury accounting under full accrual and modified accrual accounting.

Engaged at AOC, Administrative Office of the Courts, CA as a Functional Consultant from 09/11 to 03/12:

R12 Upgrade

- Created design document to map the process changes on the R12 upgrade for the existing customizations client had in payables.
- Coordinated with the team on the changes in the General Ledger process and accounting impact for customizations impacted on the upgrade.
- Prepared and maintained setup documents for various changes. Handled change controls for the setup changes.
- Created plans and test scripts to execute the impacts. Conducted integrated testing, including for the data from external systems flowing into General ledger.
- Monitored and tested the accounting changes in general ledger, post to upgrade.
- Trained and supported client on various process changes in General Ledger, Receivables, and Payables modules.

Engaged at City of Chicago, IL as a Functional Consultant from 01/10 to 08/11:

Oracle Grants Implementation

- Conducted design study for Projects and Grants implementation.
- Conducted complex requirement gathering and analysis for budget and expenses flow of projects and grants related transactions to Oracle General Ledger.
- Created Test Plans and Scripts for massive data conversions by City divisions.
- Conducted the data clean-up activities to close the unwanted grants in legacy and associated those to General ledger.
- Designed custom reports and scripts to measure and validate the conversion impact by conversion phases.
- Converted all the projects related data to production.
- Provided support to General ledger for tallying the project related transactions, during the conversion process.

Engaged at Overseas Private Investment Corporation (OPIC), DC as a Functional Consultant from 05/08 to 12/09:

Oracle Loans Implementation

- Involved with requirements analysis, documentation, set-up, and conference room pilot for Oracle Loans implementation.
- Created test plan and scripts for testing various loans conversions, including the amortization schedules. Principal split, set interest calculations, sub-loans etc.
- Created various interfaces for loan data flow to Oracle Receivables and general ledger module
- Created design documents for process flows for refinancing, loan write-offs, Loan mergers, and Loan split scenarios.
- Created Test scenarios for validating indirect loans such as guarantees by bank and associated accounting in general ledger.
- Lead the data conversion and validation effort.

- Created customizations for specific loan conditions, such as security-based loans.
- Designed and tested custom reports.

Engaged at City of Hurst, TX as a Functional Consultant from 03/08 to 05/08:
Oracle E-Business 11i Upgrade

- Conducted design study for Projects expenses account generator workflow design for various instances in the upgrade.
- Provided solutions against the problems on conversion and resolved Projects accounting related issues for the site. Created workflow files for PO and REQ charge account generator.

Engaged at College of American Pathologists, IL as a Functional Consultant from 05/07 to 06/07:
Integrated Data Assessment

- Conducted various department group studies, meetings, and workshops to gather information on the proposed centralized customer data hub which client wanted to design.
- Consolidated the outcome design of the customer master data and restructured in TCA design to fit in Oracle environment.
- Designed, maintained, and completed the integrated data assessment design as a central repository for the project.
- Coordinated the efforts to bring all the data in one set of records for the team.

Engaged at City of Atlanta, GA as a Functional Lead from 06/06 to 03/08:
Oracle Applications R11i Implementation

- Conducted Functional design study of legacy system (MARS\G) data and prepared functional design documents for the conversions (CV040/MD050).
- Documented future requirements and specific issues in the current design and applied BPR to enable future requirements. Mapped the Projects, Tasks, Awards, Award Budgets and projects balances for conversion, prepared conversion data file, and the cross-reference tables and handled the conversion deliverables.
- Built unique data conversion tools to facilitate, accurately measure and tally the legacy data.
- Prepared user training manuals and trained the end users, validated the accuracy after the conversion and took the corrective actions for errors to fix the same.

HCL Technologies
Business Analyst
04/05 to 05/06

Engaged at MSC Software Inc, CA as a Financials Lead from 04/05 to 05/06:
Oracle Financials Applications R11.5.10

- Coordinated with offshore team as worldwide financial leader, cascading ideas, and targets for the project.
- Prepared and maintained setup documents for various operating units. Handled change controls for the setup changes.
- Resolved production environment issues related to business transactions, processing data fixes and bug handling pertaining to transactions, customers, suppliers, open invoices, receipts, and fixed assets.

Tata Consultancy
Assistant Consultant
02/02 to 04/05

Engaged at GE Healthcare Inc., WI as a Financials Lead from 06/04 to 04/05:
Oracle Financials Applications R11.5.10

- Prepared and maintained setup docs for various operating units.
- Handled change controls for the setup changes, data conversion and migration strategies pertaining to customers, suppliers, open invoices, receipts, purchase orders, and sales orders.
- Assisted users in testing validation data. Assisted in subsequent testing activities including integrated testing, volume testing, and regression testing.
- Worked with users for setups related to AR, AP, GL, CM, and FA. Prepared and maintained setup documents. Facilitated super user and site user training.

Engaged at GE Medical Systems, WI as a Financial Consultant from 11/02 to 06/04:
Oracle Financials Applications R11i Implementation and Support

- Studied localization requirements and found best localization solutions.
- Setup AR, AP, GL, CM, and RI modules. Tested and verified financial transactions.
- Completed data conversion and handled all issues related to conversion and reconciliation.
- Monitored and tracked production migration and roll out related issues.
- Solved problems during the testing, logged, and helped resolved TARs with Oracle Support.
- Tested and verified financial transactions, resolved issues identified by users.

Ramesh Radhakrishnan, PMP

Director – Cloud ERP

PROFESSIONAL SUMMARY:

- Seasoned Oracle EBS and Fusion applications SCM technology leader with over 18+ years of industry experience spanning manufacturing and high-tech sectors.
- Has held senior leadership and management consulting roles in several large companies, which include GE, Oracle Corporation, and Big Five Consulting Organizations.
- Played several key roles that include Solution Architect, Project Lead, Delivery Management, Presales, and managing teams of Functional and Technical consultants including onsite and offshore delivery model across the globe on various Oracle ERP and application upgrade projects.
- Strong understanding of SDLC process and various project management delivery methodologies including Six Sigma, DMAIC, Tollgate Reviews, and dPMM.
- Strong expertise in Oracle Cloud/ ERP Applications (E-Business Suite R12/11i, Fusion R10/R11) – Oracle Advanced Procurement, Oracle Advanced Supply Chain Planning (ASCP), Oracle Demand Planning, Demantra, Oracle Bill of Materials (BOM), Oracle Engineering (ENG), Work in Process (WIP), Inventory (INV), Oracle Quality, Order Management, WMS, and Shipping MSCA.

TECHNICAL PROFICIENCY:

ERP Applications:	Oracle EBS R11.0.3 to R12.2.X Versions/Fusion R9/R10/R11, Supply Chain: Value chain Planning/Value chain Logistics Modules, Core Mfg.: Inventory Management (INV), BOM, WIP, APC, Quality, Others: System Administration/AOL
Other:	Workflow Builder, Discoverer, SQL Loader, Toad, Oracle Forms/Reports/Database, PL/SQL, SQL Plus, Developer 2000, UNIX, Windows (XP/2000/NT/98/95)

CERTIFICATIONS:

- PMP Certified, PMI USA
- Green Belt – Six Sigma Certified
- R12 Purchasing and Advanced Procurement Implementation Certification
- R12 Fusion Procurement – Sales and Presales Certified

TRAINING:

- R12 Fusion Procurement Implementation Training
- R12 Advanced Supply Chain Planning, Distribution Planning, Collaborative Planning, & Global Order Promising
- R12 EBS Essentials Certification from Oracle Corporation
- Oracle E-Business Suite R12 Certified Expert Consultant, Inventory and Purchasing
- Oracle E-Business Suite R12 Certified Expert Consultant Value Chain Planning

EDUCATION:

- Bachelor of Science, Metallurgical Engineering, PSG college of Technology, India

PROFESSIONAL EXPERIENCE:

City of Roseville, CA
Functional P2P Lead – Cloud
06/01 to Present
This project is to sunset City's primary financial system is SunGard Public Sector's Integrated Financial and Administrative Solution (IFAS). Implement Oracle cloud enterprise financial system will improve integration, reporting and roll-up capabilities, organizational processes, and allow for the implementation of improved business processes based on best practices.

- Cloud Procurement lead for implementing Procurement / Payments/Invoicing and Expenses applications.
- Integrate Oracle Cloud and Maximo/3rd party systems for Inventory / Procurement/Projects/Assets.
- Responsible for solution designing and implement best practices for source to settle process.
- Solution enterprise structure for multiple business lines across city of Roseville.
- Module(s): Oracle Cloud Financials/S2P/Inventory/Projects/Grants
- Environment: Oracle Cloud Release 12

Viapath – UK
PM/Solution Architect – Cloud SCM
04/16 to 01/17
Viapath business transactions were being performed in multiple disparate systems across US and UK operations. This project was to consolidate desperate systems and bring all the business applications under single cloud applications across US and UK operations.

- Designed the Enterprise and COA structure for the new implementation.
- SCM Lead for implementing Oracle cloud P2P/Inventory and Logistics offerings.
- Managed Project Team, timelines, slippages, scoping and issue log and their resolution.
- Responsible for solution design of multiple business units across US and UK operations.
- Led a team size of 15 members on the project across the globe in multiple locations.
- Module(s): Oracle Cloud Financials, P2P, SCM
- Environment: Oracle Cloud Release 11

NCI Building Systems
Functional Lead – Cloud P2P
08/15 to 06/16
NCI was looking for a consolidated application for strategic sourcing operations across the US operations at multiple locations. As a part of the project Oracle cloud sourcing, procurement contracts and OTBI was implemented which yielded an operational cost savings of close to 5 MM dollars by using the sourcing and contracts applications along with Oracle cloud OTBI.

- S2P lead for implementing Oracle cloud sourcing, contracts and OTBI offerings.
- Responsible for solution design of sourcing and contracts modules along with integrations and conversions.
- Conducted User Training and prepared end user training documents.
- Led a team size of seven members on the project.
- Module(s): Oracle Cloud – P2P

DeKalb County, GA
PM/Solution Architect
01/15 to 12/15

DeKalb County was running manual process of source to pay process. This project involved automation of their source to pay process for effectively streamlining their sourcing and procurement process for better productivity and cost savings.

- Project management, which included project plan preparation, tracking, presentation, facilitation, consensus building conflict resolution and reporting to stake holder.
- Conducted As-Is business process workshops and recommended best practice processes for source to pay process along with to be business flows for each track.
- Designed complex solutions for extensions / Customizations needed for the business requirements.
- Streamlined supplier master data process utilizing oracle supplier life cycle management application.
- Conceptualized and defined KPIs for each business area and designed solutions to attain KPI targets using the OBIA analytics.
- Managed a team of seven (7) functional and technical resources and five (5) clients.
- Resources through multi-phased implementation.
- Delivered on a multi-phased approach on-time and under-budget.
- Module(s): Oracle – P2P –Sourcing/Contracts/SLM/Services Proc/UPK/OBIA
- Environment: Oracle EBS – R12.X

Waddell & Reed
Solution Architect-P2P
11/14 to 03/15

Waddell & Reed had an organizational goal to automate the contracting process across the globe and streamline their requisitioning process to gain better user experience for requisition shopping process and seamlessly punch-out for catalog shopping process.

- Solutioned procurement contract process by building contract template wizards to comply with legal requirements.
- Designed UI for requisitioning process for intuitive shopping of local catalogs and punch outs for indirect procurement process.
- Implemented best practices for contracting and supplier collaborations for price negotiations.
- Implemented catalog maintenance process for internal and external cataloging.
- Module(s): Oracle iProc/Procurement Contracts
- Environment: Oracle R12.1.X

Biogen Idec
Project Manager/SCM
04/14 to 10/14

Bogen Idec had a business challenge of maintaining supplier master data across disparate systems. To address this this project was taken to implement Oracle supplier life cycle management as a MDM solution.

- Solution Architect for implementing MDM across the global business operations. Implemented supplier self-service process for supplier data maintenance and data validations on periodical basis.
- Developed custom extensions for capturing supplier attributes related to supplier diversity information.
- Module(s): Oracle supplier life cycle Management

Polymer Group Inc.
Delivery Lead- SCM
11/13 to 03/14
Upgraded and support Maintenance of Oracle applications for supply chain/P2P/EAM and logistics modules. This project was to simplify and retire complex customizations done in Oracle applications and leverage the new functionalities available thru the latest versions. After upgrade, AMS support was contracted for support maintenance of the project.

- Active resource management of 30 consultants and subcontractors including staffing of projects, management of resource utilization, consultant performance management.
- Worked with team to develop and manage plan to upgrade from Oracle EBS R11 to R12 versions.
- Setup the AMS support process including SLA definition and monitoring process.
- Managed all budget tracking and reporting.
- Coordinated and prepared steering committee reporting presentations.
- Managed functional, technical, conversion and testing work streams.
- Module(s): Oracle EAM/SCM/P2P/WMS
- Environment: Oracle EBS R12.1.X

Emerson Group Inc.
Solution Architect-P2P
04/13 to 10/13
Implemented Oracle Advanced supply chain for Emerson's business operations across the globe including Americas/EMEA / Asia Pacific reasons.

- Automated the Global supply chain planning process for touchless PO generation for suppliers.
- Improved turnaround time of supplies to meet the customer demands by streamlining the supply chain and logistics process.
- Automated the Picking and packing process using the Oracle warehouse management and shipping applications.
- Interfaced a pick to light system integration for better productivity and cost saving.
- Module(s): Oracle Supply chain and Logistics applications
- Environment: Oracle EBS R12

Facebook
Solution Architect-P2P
04/13 to 10/13
Facebook was on Ariba Cloud for P2P systems and they had a challenge on the scalability of the application for their expanding global operations. This project involved retiring/sun setting Ariba systems and implement Oracle source to pay modules on premises for 30 countries roll out.

- Designed and implemented to be business processes.
- Led fit/gap sessions, collected requirements and developed gap resolutions.
- Designed, verified, and approved specifications and designs for new customizations, reports, interfaces, and conversions.
- Integrated Oracle SLM with Dun & Bradstreet for supplier validations and fetch data packets for WBE/MBE classified vendors as per federal requirement.
- Created and coordinated test scripts for modules listed above in all testing cycles.
- Troubleshot new modifications and improve their design.
- Provided knowledge transfer and trained user.

Alticor Inc.
Logistics Lead
07/08 to 01/12

Engaged with Oracle R12 Implementation R 12.0.4 and Upgrade:

Logistics lead for Global Implementation of R12.1.3 on Value Chain Planning (ASCP/DRP Planning), Value Chain Execution Logistics (WMS/Inventory), Manufacturing (WIP/BOM Quality), Costing Advanced Procurement modules implementation. This Implementation was a Global implementation for Amway Corporation across worldwide global Business operations located in various countries.

- Responsible for design, build, test, and deploy areas of RICEw components and Application setup configurations including conversions.
- Responsible for preparing AIM documents including BR100, MD50, MD120, MD30, System Integration Test case documents.
- Logistics lead for R12.1.3 upgrade project, which includes driving Retrofit design of RICEw Components. Conduct System Integration Testing, User Acceptance, Performance Testing.
- Validation of Entry and exit criteria for testing.
- Design of Test Scripts TE10/TE40.

Oracle USA Inc.
Functional Lead
10/07 to 06/08

Engaged on Oracle 11i Implementation(R11.5.10):

- Responsible for Inventory, Planning Mfg. and all Procurement applications.
- Designed a solution to restructure applications enabling integration of different Business Units into a single Global Instance.
- Designed New Processes for capture and tracking of Country of Origin from Purchase Order Approval through Inventory.
- Customized workflows to automate Item Definition Processes reducing processing time from 3 to 0.5 days.
- Implemented Notification processes for Costing and Pricing Processes reducing processing time while improving controls.
- Automated the Costing Process and designed a Solution to transfer costs from One Organization to multiple Organizations.

Engaged on Oracle R12 Upgrade (R11.5.10 to R12.0.3):

Project involved working in Purchasing (PO), Inventory (INV), ASCP, Bill of Materials (BOM), and Oracle Engineering (ENG).

- Involved in impact analysis of customized code to comply with R12.
- Performed porting of code and changes to extensions.
- Involved in creating test documents and accordingly testing the functionality in R12 environments.
- Reviewed the new features and communicating to business the importance and use of up taking.

Engaged on Oracle 11i Implementation (R11.5.9):

- Responsible for Implementing Procurement, Inventory, Costing, Order Mgmt. & ASCP.
- Preparing BR100, MD50, MD120, MD30, System Integration Test case documents.
- Responsible for coordination between DBA's & Sys Admin with Functional & Technical Teams and the Business community.

Engaged on Oracle 11i Implementation (R11.5.10):

- Functional Lead for Inventory, Outside Processing integration, BOM, WIP, PO, and Receiving training documentation (customized AIM deliverables, i.e. current baseline, future business flow processes, GAP analysis, Report Mapping, Set-Up Docs, and Test Scripts. Overview Presentations for all modules.
- Setup, and trained STD Modules MRP/Planning, Purchasing, procurement, supplier, and supplier scheduling. Scoped and jointly designed quality module, and jointly scoped Flow Mfg. for customer fit.

Engaged on Oracle 11i Demand Planning:

- Conducted Post Go-Live Support on Oracle Demantra (7.1.1) Planning performance for Troubleshooting and analysis.
- Recommended setup changes for ODP plan setups. Improve Demand Planning Engine Master Workflow performance. Create/Update detailed APS business process flows (Level 0, 1, 2).
- Review overall business process to validate the critical sequential path and process steps dependencies.

GE Energy USA
Consulting Team Lead
04/03 to 09/07

Engaged as a Consulting Team Lead working on Oracle R11i Implementation (R11.5.8):
Consulting team lead for the implementation manufacturing modules across five manufacturing divisions of a large US based corporation operating in the Energy sector.

- Modules implemented included Purchasing, i-SUPPLIER Portal, ASCP, Order Management, Shipping, Inventory, Work in Process, Bills of Material, and Cost Management.
- Engagement encompassed the full implementation lifecycle, across operations in three countries; US, UK, and Germany, and managed application upgrade to 11.5.10.2 (from 11.5.6).

Engaged as a Functional Team Lead working on Oracle R11i Implementation (R11.5.8):
Functional Lead Consultant for Inventory, Sourcing and ASCP Modules. I was OTR Team Lead for the Hungary Project Team in GE ENERGY Business.

- Managed a team of 10 Functional Consultants carrying out integration of other Business units, Enhancement Activities and Testing for Distribution/Supply Chain and Financial Modules in Oracle.
- The team was a combination of Offshore and Onsite.

Engaged as a Functional Team Lead working on Oracle 11i Enhancement (R11.5.8):

- Involved in mapping business requirements and simplify part creation process.
- Process was implemented, where part creation was simplified by automating many activities by intelligent use of Import Item API.
- Using value sets for defaulting values in Item Master fields, which have similar value. This overcame limitation of template.
- Involved in working on Inventory management and creating test scripts for checking end to end integration with various modules using Inventory items and various manufacturing modules – INV, BOM, ENG.
- Testing Order Management (OM) cycle from entering Orders to fulfillment.

Engaged as a Functional Team Lead working on Oracle 11i Upgrade (R11.5.8):

- Functional Team Lead for all the Enhancements requested by the Business to streamline or automate the Existing Processes in a quarterly release.
- Gathered Business Requirements, performed GAP Analysis, and designed a solution to meet existing business Processes.
- Performed Unit Testing, Stress Testing, and UAT for Components Training of End-Users and Owners.
- Designed a Solution for various business requirements in OM, shipping, and planning modules.

Engaged with GE Nuclear Energy USA as a Functional Team Lead working on Oracle 11i Implementation (R11.5.10):

- The Scope of this project was to start a fresh implementation on 11.5.10 and retiring the 11.5.4 application.
- Apart from this, the scope was to regulate the export compliances and simplification on the customizations to leverage the latest Oracle functionalities.
- Responsibilities included driving the business and project teams for design and deliverables of the manufacturing and distribution modules via: OM/ASCP/PO/Sourcing/i-Supplier/WMS/INV/Quality Modules.

Engaged with GE Nuclear Energy USA as a Functional Lead working on Oracle 11i Implementation (R11.5.8):

- Functional lead role for implementing the complete manufacturing suite and supply chain planning applications.
- This project involved extensive integration with the existing manufacturing legacy systems and automate the supply chain planning for all the manufacturing facilities across various locations in US.
- Introduced the logistics for mobile receiving and shop floor transactions.

Engaged with GE Nuclear Energy USA as a Functional Lead working on Oracle 11i Implementation (R11.5.8):

- Upgrade and Implementation of Oracle MPS/MRP, BOM, Oracle capacity, Oracle Shop Floor Mgmt. Configured BOM to support co-products, which MRP considers during planning.
- Configured BOM for Bin yields and down binning relevant to Semi-conductor industry requirements. System study & Gap Analysis. Design of BOM structures routing designed Items resource configurations. Shopped floor management set-ups Co- Products Designing.

Alliance Semiconductors USA
Functional Lead
05/01 to 01/02

Engaged with Oracle 11.03 Implementation (R11.0.3):

- Implemented Oracle full suite of Mfg. apps. Designed simple process using standard functionality with very minor customization.
- Functional Lead for setup, documentation, and Training for Std Modules INV, WIP, BOM and Purchasing. Mapped Item Interface for client conversion.
- Set-Up Test Environment.
- Developed Documentation in AIM, Testing Criteria, Training Documentation.

Randy Krause

Director – Cloud ERP

PROFESSIONAL SUMMARY:

- Over eighteen years consulting experience in Oracle ERP Applications and Cloud Services (SaaS). Functional expert with more than twenty full life cycle implementations and upgrades. Primarily focused on Oracle Projects and Grants in Oracle E-Business Suite (EBS) including Project Costing, Project Billing and Grants Accounting, AutoAccounting and Account Generator Workflow.
- Most recently working with Cloud PPM Grants Management and Project Financial Management offerings including Project Foundation, Project Control Project Costing, Project Contract Billing and Subledger Accounting (SLA). Successfully led the first public sector implementation of Oracle Project Portfolio Management (PPM) Cloud Services with Grants Management.
- In addition to being a functional expert, is also techno savvy and have built a number of client-specific Business Rules using Oracle Forms Personalization and customized Workflows.
- Over the course consulting career have been involved in all stages of the business cycle, from pre-sales to delivery and support.
- Clients from the public sector as well as commercial clients have benefited from in-depth knowledge of Oracle Applications, team spirit and dedication to the customer success.
- More than 19 years of Oracle experience with over 17 years of public sector experience.

TECHNICAL PROFICIENCY:

Oracle Applications:	Cloud Enterprise Resource Planning, E Business Suite
Oracle Modules:	Project Portfolio Management Cloud Services: Grants Management, Project Financial Management, Project Foundation, Project Costing, Project Billing, Project Contracts, Project Control, Project Performance, e Business Suite: Grants Management, Project Costing, Project Billing, Financials (GL, AP, AR, FA), Sub-Ledger Accounting
Oracle Tools:	Form Personalization, SQL Developer, TOAD (Tool for Oracle Application Developers), User Productivity Kit (UPK), Workflow: Account Generator, Approvals, Customizations
Methodologies:	AIM: Application Implementation Methodology; EAM: Enterprise Application Model; EDM: Enterprise Domain Model
Operating Systems:	Microsoft Office Suite: Excel, Word, PowerPoint, Visio, Project
Other Software:	DataLoad

CERTIFICATIONS & TRAINING:

Oracle University

- Oracle Master Certificate, Oracle Applications Implementation
- 11i10 Projects Implementation Champion
- Oracle Applications Cloud User Experience 2016 Implementation Specialist
- 11i10 Projects Implementation Champion
- Oracle E-Business Suite Implementation Champion for E-Business Suite Essentials
- 11i10 Projects – Oracle Technical Pre-Sales Champion

EDUCATION:

- Bachelor of Science, Electronics Engineering; DeVry University

PROFESSIONAL EXPERIENCE:

Volusia County Schools, FL
PPM Function Lead
08/17 to Present

This is a full implementation of Oracle Cloud scheduled to go-live July 2018. The project includes Project Portfolio Management (PPM) as well as Financial and Procurement Cloud Services.

- Currently working on prototype design.

City of Roseville, CA
PPM Functional Lead
07/17 to Present

This is a full implementation of Oracle Cloud including Project Portfolio Management (PPM) as well as Financial and Procurement Cloud Services. The City will use PPM to track Capital Improvement Projects. The project is scheduled to go-live July 2018.

- Conducted Orientation Training.
- Designed and built Prototype instance.
- Developed Test Scripts.
- Delivered Conference Room Pilots (CRP1 & CRP2).
- Currently working on CRP3.

New York State Thruway Authority, NY
Projects & Grants Functional Lead
06/17 to 07/17

The Thruway was upgrading from E-Business Suite Release 11.5.10 to 12.2.6. The following tasks were performed before rolling-off the project.

- Conducted Assessment Workshops.
- Delivered Upgrade Functional Assessment document.
- Performed R12 delta setups for Grants Accounting.
- Led Conference Room Pilot
- Modified GMS Security Extension to allow non-key members of an Award to view Award Status Inquiry.

Chicago Transit Authority, IL
Projects & Grants Functional Lead
05/16 to 05/17

The upgrade of CTA Financial Management System (FMS) and Human Capital Management (HCM) systems from Oracle E-Business Suite (EBS) Release 11.5.10.2 to 12.2.5 was part of a multi-phase project. In addition to the upgrade, there was a requirement to satisfy the Federal Transit Administration's (FTA) request for CTA to change from the Simplified Method to the Multiple Allocation Based Method to provide more granular level of detail in their Cost Allocation Plan (CAP) also known as the Indirect Cost Rate Proposal (ICRP). The upgrade was completed ahead of schedule.

- Conducted assessment of Grants Accounting current usage.
- Provided Impact Analysis of R12 as well as Gap/Fit Analysis.

- Developed Testing Plan and created Test Scripts.
- Supervised SIT and UAT testing.
- Performed delta setups for R12
- Built Business Rule to default Billable Flag on Sponsored Project Subtasks.
- Redesigned Burden Costing functionality to meet FTA's requirements.

City of Detroit, MI
PPM Team Lead
12/14 to 04/16

The City replaced their existing Oracle E-Business Suite (EBS) Release 11.5.10.2 environment with Oracle Enterprise Resource Planning (ERP) Cloud Release10 including Financial, Procurement and Project Portfolio Management (PPM) Cloud Services. Notably, this was the first Public Sector implementation of Grants Management Cloud offering within PPM which includes Project Foundation, Project Control, Project Costing, Project Billing, and Contracts as well as Project Performance.

- Successfully managed team of four (4) consultants (2 Functional, 2 Technical).
- Completed full life cycle implementation of Grants Management.
- Gathered requirements, documented fit/gap, and presented solution options.
- Conducted several Sprints using Agile Methodology.
- Designed and configured system to meet requirements.
- Setup Sub-Ledger Accounting.
- Wrote conversion and interface specs.
- Performed Unit Testing.
- Developed testing plan and test scripts.
- Supervised System Integration Testing (SIT) and User Acceptance Testing (UAT).
- Directed development of User Training materials using Oracle's User Productivity Kit (UPK).
- Worked closely with Oracle Development and Support to resolve system issues.
- Provided production support.

Loudon County, VA
Projects & Grants Functional Lead
03/14 to 01/15

The County had a Managed Services Support Agreement. All work was performed remotely.

- Resolved Support Tickets.
- Identified Bugs and logged Oracle Service Requests.
- Worked with Oracle Support to close SR's.
- Validated Bug and Data Fix Patches recommended by Oracle.
- Worked with users to clear process exceptions.
- Diagnosed issue in Sub-Ledger Accounting (SLA) setup which caused 200,000 accounting errors.
- Provided production support.

Jacksonville Aviation Authority, FL
Projects Functional Lead
05/13 to 02/14

The Jacksonville project was an upgrade of Oracle E-Business Suite 11.5.9 to 12.1.3 including Financials, Purchasing, Grants and HR modules.

- Performed upgrade Impact Analysis.
- Conducted Conference Room Pilot (CRP).
- Developed Form Personalizations in Purchasing and Payables that prohibits Users from entering project-related Charge Accounts without entering Project fields to prevent Grants and GL from becoming out-of-sync.
- Modified Grants Security to allow non-key members read-only access to Award Status Inquiry.
- Documented and performed module configuration setups for R12.
- Facilitated System Integration Testing.
- Prepared and delivered R12 Delta Training for Grants.
- Prepared and delivered UPK Developer Training.

Dallas County, TX
Projects Functional Lead
06/13 to 08/13

Dallas County upgraded from Oracle E-business Suite Release 11.5.10 to 12.1.3.

- Conducted requirements gathering.
- Delivered EBS R12 Upgrade Assessment document.
- Performed and documented required configuration changes for R12.
- Prepared R12 Delta Training Manual.

Greater Orlando Aviation Authority, FL
Projects & Grants Functional Lead
10/12 to 08/13

There had been several projects with Greater Orlando Aviation Authority (GOAA). This project was an upgrade from Oracle E-business Suite Release 11.5.10 to 12.1.3. Following the upgrade was a Change Order to redesign accounting to derive Account at a more granular level (Task instead of Project) reducing the number of Projects and simplifying reporting.

- Gathered requirements and conducted CRP.
- Provided Gap/Fit analysis and designed solutions for product Gaps.
- Built numerous client-specific Business Rules using Form Personalizations.
- Documented R12 configuration changes.
- Prepared R12 Delta Training material.

Polk County, FL
Projects & Grants Functional Lead
09/12 to 04/13

Polk County upgraded from Oracle E-business Suite Release 11.5.10 to 12.1.3 for 18 modules.

- Provided Impact Analysis and resolved functional requirements.
- Documented R12 configuration changes.
- Prepared Month End Closing procedure.

City of Yonkers and Schools, NY
Projects & Grants Functional Lead
07/11 to 08/12

The project was a full cycle implementation of Oracle E-Business Suite Release 12.1.3 with GL, Purchasing, Payables and Grants Accounting. The challenge with this project was that it was two separate projects (one for City and one for Schools). However, there was only one team of consulting resources for both and making it more challenging was the fact that they were in two places.

- Gathered business requirements and developed current and future models.
- Conducted multiple conference room pilots.
- Provided Gap/Fit analysis and designed solutions for product Gaps.
- Designed custom Labor Cost Interface for two Payroll Systems.
- Designed and built numerous client-specific Business Rules using Form Personalization.
- Documented and performed module configuration setups.

City of Chicago, IL
Projects & Grants Functional Lead
02/10 to 07/11

There had been several projects with the City of Chicago. This project was a full life cycle implementation of Oracle Grants Accounting Release 11.5.10. Roll-out was done in phases beginning with one (1) pilot organization in Phase 1 then followed by sixteen (16) more departments in Phase 2.

- Managed team of two (2) consultants (1 Functional, 1 Technical).
- Gathered business requirements and developed current and future models.
- Conducted multiple conference room pilots.
- Provided Gap/Fit analysis and designed solutions for product Gaps.
- Designed custom Payroll Labor Cost Interface.
- Designed custom Cost Adjustment Interface based on Excel spreadsheet.
- Designed custom GL Interface Override solution to pass user-defined Journal Name to GL.
- Designed and built over 30 client-specific Business Rules using Form Personalization functionality including “Automatic Smart Numbering” of Awards, Projects, and Tasks to name a few.
- Documented and performed module configuration setups.
- Developed inter-active Training Materials using Oracle's UPK (User Productivity Kit).
- Provided End-User Training for all Grants functionality utilized by the City.
- Provided production support and issue resolution.

Pace Suburban Bus, IL
Projects & Grants Functional Lead
03/08 to 02/10

Pace is the suburban bus division of the Regional Transportation Authority in the Chicago metropolitan area. When Pace went live with Oracle E-Business Suite Release 12.0.5 it was the first Public Sector implementation of Grants Accounting Release 12.

- Full Lifecycle implementation of Oracle Grants accounting application.
- Gathered business requirements and developed current and future models.
- Conducted multiple conference room pilots.
- Provided Gap/Fit analysis and designed solutions for product Gaps.

- Built solution for tracking associated capital parts using encumbrance batches.
- Built “Look but don’t touch” security between 2 user groups in same operating unit using Form Personalization.
- Developed list of values for top tasks and automatic numbering of subtasks solution.
- Designed/built purchasing and payables account generator workflows.
- Designed data conversion and migrated data using DataLoad utility.
- Coordinated multiple rounds of testing.
- Assisted with production migration strategy.
- Developed inter-active Training Materials using Oracle's UPK (User Productivity Kit).
- Provided End-User Training for all Grants functionality utilized by the City.
- Provided production support and issue resolution.

City of Atlanta, GA
Projects & Grants Functional Lead
10/05 to 02/08

Pace is the suburban bus division of the Regional Transportation Authority in the Chicago metropolitan area. When Pace went live with Oracle E-Business Suite Release 12.0.5 it was the first Public Sector implementation of Grants Accounting Release 12.

- Full Lifecycle implementation of Oracle Grants accounting application.
- Gathered business requirements and developed current and future models.
- Conducted multiple conference room pilots.
- Provided Gap/Fit analysis and designed solutions for product Gaps.
- Built solution for tracking associated capital parts using encumbrance batches.
- Built “Look but don’t touch” security between two user groups in the same operating unit using Form Personalization.
- Developed list of values for top tasks and automatic numbering of subtasks solution.
- Designed/built purchasing and payables account generator workflows.
- Designed data conversion and migrated data using DataLoad utility.
- Coordinated multiple rounds of testing.
- Assisted with production migration strategy.
- Developed inter-active Training Materials using Oracle's UPK (User Productivity Kit)
- Provided End-User Training for all Grants functionality utilized by the City
- Provided production support and issue resolution

William (Bill) Sheffler

Senior Consultant – Cloud ERP

PROFESSIONAL SUMMARY:

- Experienced Solution Architect in setup and implementation of Oracle Advance Procurement, Manufacturing, MES, Distribution, Order Management, Quoting, and Warehouse Management applications.
- Fusion Lead for first group of consultants to train on Oracle Fusion Suite of Supply Chain which includes DOO, GOP, and PIM Implementation.
- Has broad functional experience in INV, LCM, Procurement, OM, Quoting, iStore, Shipping Execution, BOM, WIP, MES, EAM, Costing, WMS, Planning, and Multi-Org.
- More than 30 years in materials management, has also held positions from the shop floor to upper management, thus providing a broad understanding of business solutions.
- While utilizing a strong background in manufacturing and distribution, has performed extensive system implementation consulting at a variety of companies, including discrete and high-volume repetitive manufacturers, regulated industries, and distribution.
- Over 19 years implementing multiple Oracle solutions to various clients.

TECHNICAL PROFICIENCY:

ERP Applications:	R12
ERP Modules:	Inventory, Bill of Materials, Work in Process, WMS Expert, MES, Material Resource Planning, Engineering, Oracle Alerts, Oracle Advance Procurement 11i10, Oracle Advance Procurement 12i10, Procurement, Advance Procurement, Procurement Contracts, Shipping Execution, Order Management, iStore, ASCP, Contract Life Management, Advanced Pricing, Quoting, Service Contracts, Supplier Lifecycle Management, Approvals Management, Purchasing, Accounts Payables
ERP Tools:	SQL/PLSQL, HTML, JSP/XML, Data Loader, TOAD

CERTIFICATIONS:

- Oracle E-Business Suite R11, R12 Certified Expert Consultant, Order Management, Purchasing, and Inventory, OUM Level 1, 2, 3, and 4 Certified

TRAINING:

- EBS R12.1 Order Management, Purchasing 12.1 and Warehouse Management, Fusion Black Belt, trained by Oracle Development on SCM Cloud and Endeca

EDUCATION:

- AS, Management Science, West Virginia University, USAF Inventory and Logistics Management

PROFESSIONAL EXPERIENCE:

CherryRoad Technologies
Inventory Functional Lead
12/17 to Present
Engaged at Volusia County Schools, FL and Shelby County Schools, TN:

- Lead implementations.
- Produce setups for inventory.
- Conduct validation, testing and loading data.
- Frequently interact and collaborate with senior management at the client site and within CherryRoad.
- Manage work efforts at the client site.
- Identify and resolve issues.

Doosan & Tyco
Billing Lead
01/16 to 10/17

- Led EAM, ASCP, and MFG tracks during these upgrades.
- Key Solution Architect lead for entire project and client leaned heavily on for knowledge transfer and resolving issues prior to upgrade.
- EAM removed some Work Order customizations and Custom Asset Tracking.
- ASCP provided new functionality for planning.
- Within the Supply Planning Work Area, “Favorite” exceptions defined by specifying suitable filter conditions for the types of exceptions that you want to review and the items, resources, customers, suppliers’ client wanted included as part of reviewing these exception types.
- Client can now drill down directly to the various Supply Planning Work Area screens such as Material Plan, Resource Plan, Supplies and Demands and additionally also drill down to review the Exception Details in a new Exceptions screen now available in Supply Planning Work area.
- Mfg. added new Mass Change functionality.
- Many new features enabled for client to retire CEMLIs.
- Planning and Mfg. benefitted from new capabilities and retiring customizations, Performance much better too.

GE Power & Water
Billing Lead
02/15 to 01/16

- Led the Mfg. and WMS phases of this project.
- Also, the PM and overall Solution Architect.
- Phases included requirements gathering, solution design, and integration of items and MBOM’s.
- Responsible for overseeing solution design for the D2B track.
- CEMLIs were built by GSD, designed functional design.
- In addition, OBIEE was a part of the solution. The methodology used was OUM.
- Other important critical processes included as-built records required in a highly-regulated environment with high levels of lot and serial control.

- The solution involved the use of quality collection plans and MES capture. The solution also involved the use of MES to provide detailed instructions to the shop floor as well as providing solution to routings.
- Project was across WI, TX, and Germany.

Boeing Military
Fusion SCM Lead
01/11 to 04/13

- Implemented DOO, GOP, and PIM.
- Set up and tested Oracle Fusion instance for Distributed Order Orchestrator and Global Order Promise.
- Involved in various business development opportunities related to Fusion DOO and other Fusion SCM modules.
- Spearheaded a DOO solution discussion for a leading media and entertainment company during a business development opportunity.
- Worked directly with Oracle Fusion Developers for the customer requirements, functional designs for RICE elements, collaborated with Oracle GSD team.

Alcoa
SCM Lead
04/06 to 12/10

- Implementation Role R12.1.3 EAM Implementation Relevant Experience.
- Solution Architect for this extremely large high-tech company with presence across the globe. Deployment included country specific localizations.
- A very challenging project working across different time zones and diverse group of people.
- Another major challenge on the project was the need to very quickly assimilate the requirements stemming out of the local laws and statutory reporting requirements and turn them into meaning solutions.
- Defining and setup of Maintenance Plans and Schedules from the activities defined and configured business applications to support business requirements.
- 4 locations, IA, PA, TX, and UK.

Alcoa
WMS/MFG
09/05 to 04/06

- Implementation Role – WMS implementations R12.1.3
- Responsible for MFG solution design, business process changes, test scripts, technical architecture, conversions, coordinating with off shore development, and post production support.
- Created BR-100 and BR-030 documents for WMS.
- Worked on set-ups for WMS replenishment tasks. Created WMS picking rules and all WMS set ups.
- Designed extensions for WMS, BOM.
- Created functional design documents (MD.050), Business Requirement Documents for the enhancements.
- Identified Test Scenarios and developed Unit Test case documents.
- Performed Demo about Oracle WMS to the business users.

- Worked on designing new label formats (LPN labels and Material labels).
- Integrated Mobile scanners
- Provided WMS solution to the business which is suitable for their requirements.
- Handle the tasks of planning testing strategies and identifying software issues.
- Responsible for setting up standard testing environment as well as perform monitoring of system test phase.

Xerox
Implementation Lead
01/99 to 08/05

- Led implementation team using AIM methodology in a Configure to Order environment spread across three countries (US, Germany, and Mexico).
- Interviewed senior business process owners to collect requirements, designed processes in Oracle to support these requirements, and worked with internal clients to verify processes for acceptance.
- Conducted multiple CRP's with business users to validate the system configuration as per the business requirements.
- Interacted frequently with development team and aided with the enhancement requests and customizations, interfaces, and data conversions.
- Interviewed senior business process owners to collect requirements, designed processes in Oracle to support these requirements, and worked with internal clients to verify processes for acceptance.
- Performed GAP Analysis for the existing system and recommendations for improvements & customization
- Responsible for data conversion for Operations objects (Items, BOMs, Routing, QOH, Stock Locators, and Work Orders). Managed activities for four different sites across US, UK, Germany, and France over a two-phase implementation period.
- Conducted multiple CRP's with business users to validate the system configuration as per the business requirements.
- Interacted frequently with development team and aided with the enhancement requests and customizations, interfaces, and data conversions.
- Worked on developing specifications for an automated B2B EDI interface between the company and their Contract Manufacturing Partner.
- Production support role – OM, Inventory, Pricing, Shipping
- Developed functional specifications for various custom reports and forms. E.g. Proforma Invoice, Bill of Lading, Packing Slip and Quoting Form Customizations.
- Implemented Oracle Quoting for the International Customer Department.
- Interacted frequently with development team and aided with the enhancement requests and customizations, interfaces, and data conversions.
- Conducted end user training for the B2B Order Entry department.
- Implementation Role – Inventory, WIP, Shipping
- Interacted with users in related departments and carried out system study to understand the business process and gather business requirements
- Documented the current as is process flow in the BP040 template of AIM.
- Documented the future business process flow in the BP080 template of AIM
- Conducted the Fit/Gap analysis for the business requirements and suggested workarounds for the nonstandard processes.
- Recommended the solution for their facility in Ireland in terms of inventory org structure.

- Production Support Role – iStore, Pricing
- Studied the existing asp website and mapped the functionalities.
- Studied the user requirements, related Oracle Applications modules, found out the GAPs and generated a detailed GAP analysis document and a time frame for implementation.
- Involved in setting up of Merchant UI and hierarchy and setting up the Product Catalog.
- Customized the Store, Shopping Cart, Product Presentation at the Category Level, and Item.
- Involved in preparing training aids such as navigational paths and other useful information on application and business process flows.

Jaima Depin, MBA

Director – EPM Cloud

PROFESSIONAL SUMMARY:

- Oracle Planning and Budgeting Cloud Service Professional with demonstrated ability to successfully lead implementations, upgrades, and other business initiatives.
- The ability to listen, learn and understand an organization's goals, coupled with the ability to educate, propose, and recommend solutions to drive consensus, demonstrates commitment for the best solution to a client's end goal.
- Experienced in public sector, financial services, higher education, professional services, and healthcare industries.
- 18 years consulting experience in Hyperion.

TECHNICAL PROFICIENCY:

ERP Applications:	Oracle Planning and Budgeting Cloud Service, Hyperion Planning
ERP Modules:	Oracle Planning and Budgeting Cloud Service, Hyperion Planning Public Sector, Project Management, Oracle SmartView, Hyperion EPMA, Oracle Essbase, Oracle Calc Manager, Oracle Business Rules, Oracle Financial Reporting
Other Tools	Interview Business Users and Stakeholders, Lead Design Sessions, Business Requirements Data Gathering, Design Documentation, Creating and Delivering Training, Process Re-Engineering, Training Stand-Up, and Web, Solution Selling, Staff Augmentation

CERTIFICATIONS:

- Oracle Planning and Budgeting Cloud Service Specialist
- Enterprise Performance Reporting 2016 Cloud Service Specialist
- Oracle Hyperion Planning 11.1 Implementation Specialist
- Oracle Hyperion Planning 11.1.2 Presales Specialist
- Oracle Hyperion Planning 11.1.2 Sales Specialist
- Oracle General Product Support Specialist 4.0
- Hyperion Certified Developer

TRAINING:

- Speaking Presenter at Hyperion Solutions Conference Orlando, FL - 2006

EDUCATION:

- MBA; Sacred Heart University
- Bachelor of Science, Accounting; University of Bridgeport

PROFESSIONAL EXPERIENCE:

St. Croix County, WI
Director - EPM Cloud
01/18 to Present

- St. Croix County, WI is currently implementing Oracle Planning and Budgeting Cloud Service for their Operating, Capital, and Human Capital budgets across 130 cost centers, 700 employees and 200 positions.
- St. Croix County's implementation plan includes requirements gathering, development, prototyping, testing, reporting, and training before their go-live in July 2018.

Washington County, MD
Director – EPM Cloud
08/17 to 12/17

- Washington County, MD implemented Oracle Planning and Budgeting Cloud Service for their Operating, Capital, and Human Capital budgets across 175 cost centers.
- One of the successes during this implementation was that we created a script to automatically rank their CIP Projects (a previously time-consuming process for them).
- Washington County's implementation plan included requirements gathering, development, prototyping, testing, reporting, and training before their go-live in November 2017.

City of Aspen, CO
Director – EPM Cloud
01/16 to 09/17

- The City of Aspen implemented Oracle Planning and Budgeting Cloud Service for their Operating, Capital, and Human Capital budgets across 50 cost centers.
- The City of Aspen's implementation plan involved requirements gathering, development, prototyping, testing, reporting, and training before their go-live in July 2017.

San Diego County Office of Education, CA
Hyperion Director
04/15 to 06/15

- SDCOE has implemented Hyperion Planning Plus, Hyperion Public Sector Planning, and Budgeting (PSPB) to streamline the budgeting process for 50 districts.
- The implementation process was a phased approach.
- Called in to provide training to the districts that are currently live and evaluate whether additional efficiencies could be achieved.
- Continue to assist with Development for the remaining districts.

Salt Lake County, UT
Hyperion Project Director
11/13 to 08/15

- Salt Lake County implemented Hyperion Planning Plus, Hyperion Public Sector Planning, Budgeting, and Financial Data Quality Management to streamline the budgeting process.
- During the requirements gathering sessions it was evident that the County needed to have workout sessions with their different Agencies to implement a more state of the art budget process that is sustainable for the years to come.

Cogentrix
Managed Services Hyperion Team Member
05/14 to 12/14

- Hyperion Financial Management v11.1.2
- Cogentrix recently chose CherryRoad to be their Managed Services Provider.
- Hyperion Financial Management team member assigned to Cogentrix to aid them in resolving any Hyperion open tickets.

Massachusetts Port Authority
Hyperion Project Director
04/12 to 12/14

- Massport is an $8 billion entity that owns and operates Boston Logan International Airport, Hanscom Field and Worcester Regional Airport as well as other maritime terminals.
- As part of Massport's upgrade, they decided to implement Hyperion Public Sector Planning and Budgeting for their Operating and Capital budgets to streamline the budgeting process.
- Performed the requirements gathering, fit/gap document, design documentation, implementation, training, and knowledge transfer.

University
Project Manager/Solution Architect/Developer
02/11 to 05/11

- Led this ivy-league University thru its Proof of Concept (POC) to assess Hyperion Planning, Essbase, SmartView, Calc Scripts, Financial Reporting, and Hyperion Planning Pubic Sector Planning and Budgeting over a three-month period for six departments.
- Later the specs were changed so they could assess performance bandwidth to go across the entire University and its School of Medicine.
- This was successfully done in a three-month period due to the hard work and dedication of the implementation team.

Healthcare
Team Member
02/11 to 03/11

- This well-known Medical Faculty Practice upgraded its Hyperion Planning application from v 9.2 to 11.1.1.3 to leverage its investment and take advantage of the latest features in Hyperion Planning.

University
Lead
12/10 to 03/11

- This University, one of the nation's five largest, implemented Hyperion Public Sector Budgeting through a three-phased approach.
- Lead in implementing the first phase consisted of the Responsibility Center Management budget.
- Led the design session, wrote the design document, created the applications, forms, and calc scripts.
- This University was relying on the Hyperion system capabilities to ease their manual burden and ensure accuracy of state allocations based on different drivers such as student credit hours and weights.

- Calc scripts were written to facilitate and automate this process.

University
Team Member
09/10 to 11/10

- This 100+ year old State University decided to implement Hyperion Planning as part of a University wide initiative to replace its current business systems with a web-based, user-friendly solution.
- As a team member, reviewed business rules to calculate the tuition model for efficiency, web forms for completeness and accuracy, participated in the conference room pilot, performed regression testing, and wrote financial reports.

Human Services/Healthcare
Manager
2005 to 2010

- Selected to manage the implementation of this company's first formal software solution for the budgeting and forecasting process.
- As the client was in continuous growth mode, they needed to move away from the spreadsheet budgeting approach and wanted to move towards being Sarbanes -Oxley compliant.
- Helped them achieve these goals as well as implementing process improvements which helped them become consistent across business lines and reducing their budgeting cycle from three months to six weeks.

Rama Krishna Vemula

Cloud Technical Lead

PROFESSIONAL SUMMARY:

- 12 years of Oracle experience.
- 5 years of Public Sector experience.

TECHNICAL PROFICIENCY:

ERP Applications:	Oracle
ERP Modules:	Human Resources, Projects and Grant Accounting, Purchasing, Cash Management, General Ledger, Accounts Payable, Accounts Receivable, Inventory Management, Benefits, Absence Management, Payroll
ERP Tools:	Workflow Engine, Process Scheduler, XML Publisher, Discoverer, SQL, HDL, PBL, OTBI
Other Tools	Software Development Lifecycle, Agile

CERTIFICATIONS:

- Oracle Certified Associate - 2009
- Oracle Fusion HCM 2014 Reporting Implementation Specialist - 2015
- Oracle Fusion Financials: Accounts Payable 2014 Certified Implementation Specialist
- Oracle Fusion Financials: Accounts Payable 2014 Certified Implementation Specialist
- Oracle Applications Cloud Data 2016 Implementation Specialist
- Oracle Fusion HCM 2014 Data Implementation Specialist

EDUCATION:

- Master of Computer Applications; Osmania University
- Bachelor of Science; Kakatiya University

PROFESSIONAL EXPERIENCE:

Shelby County Schools, TN
Technical Lead
07/17 to Present

This is an engagement that consists of implementing the Oracle Fusion application for the Shelby County Schools. The implementation is for AP, Project, GL, HCM modules including Benefits, Core HR, Absence Management, Payroll, etc. As part of the implementation below tasks were performed by me. Several custom reports were built in OTBI.

- Techno-functional subject matter expert for Conversion activities.
- Issue/error analysis of raised by business users.
- Root cause analysis and code fixing.
- Regression and system testing support.

- Technical/functional documentation.
- Reports development and validation.
- AP Check template creation.
- Convert the HR data into Fusion system.
- Loading work force structures into Fusion system using HDL.

Washington County, MD
Technical Consultant
03/17 to Present

This is an engagement that consists of implementing the Oracle Fusion application for the County Commissioners of Washington County. The implementation is for AP, Project, GL, HCM modules including Benefits, Core HR, Absence Management, Payroll, etc. As part of the implementation below tasks were performed by me. Several custom reports were built in OTBI.

- Techno-functional subject matter expert for Conversion activities.
- Issue/error analysis of raised by business users.
- Root cause analysis and code fixing.
- Regression and system testing support.
- Technical/functional documentation.
- Reports development and validation.
- AP Check template creation.
- Convert the HR data into Fusion system.
- Loading work force structures into Fusion system using HDL.

City and County of Broomfield, CO
Technical Consultant
06/16 to Present

This is an engagement that consists of implementing the Oracle Fusion application for the City and County of Broomfield. The implementation is for HCM modules including Benefits, Core HR, Absence Management, Payroll, etc. As part of the implementation below tasks were performed by me. Several custom reports were built in OTBI.

- Techno-functional subject matter expert for Conversion activities.
- Issue/error analysis of raised by business users.
- Root cause analysis and code fixing.
- Regression and system testing support.
- Technical/functional documentation.
- Reports development and validation.
- Payroll Check template creation.
- Convert the HR data into Fusion system.
- Convert Payroll information into Fusion system using PBL.
- Loading work force structures into Fusion system using HDL.
- Writing post-election edit rules for the Benefit elections.

City of Aspen, CO
Technical Consultant
10/15 to Present

This is an engagement that consists of implementing the Oracle Fusion application for City of Aspen. The implementation is for HCM and Financial modules including AP, PO, GL, PA, etc. As part of the implementation below tasks were performed by me. Several custom reports were built in OTBI.

- Techno-functional subject matter expert for Financial modules.
- Issue/error analysis of raised by business users.
- Root cause analysis and code fixing.
- Regression and system testing support.
- Technical/functional documentation.
- Reports development and validation.
- Check template creation for Invoice Payments.
- TAB rules creation for Procurement.
- Approval rules creation for Procurement and AP invoice.
- Post-Edit rules for the benefit elections.
- Payroll Check template creation.
- Create the template for the Benefit extract in HIPAA format.
- Customize Benefit open enrollment pages to meet client needs.
- Pay Slip customization and Email Payslip.
- Create AP Invoice approval workflow rules.

Orange County, NY
Technical Consultant
09/15 to 01/16

This is an engagement that consists of upgrading the Oracle product for Orange County. The upgrade impacted several modules including AP, PO, INV, AR, GL, PA, etc. As part of the upgrade several conversion programs were written for AR, PO, and AP modules. Several custom reports were built in Discoverer for Projects and AP and GL modules.

- Techno-functional subject matter expert for Financial modules.
- Issue/error analysis of raised by business users.
- Root cause analysis and code fixing.
- Regression and system testing support.
- Technical/functional documentation.
- System enhancements.
- Conversion and interface design, development, and testing.
- Reports development and validation.

Virginia Employment Commission
Technical Consultant
08/13 to Present

This is an engagement that consists of implementing the Oracle product for the VEC which handles the Employment needs for the State of Virginia. Modules include AP, PO, INV, AR, GL, PA etc. for several divisions. Day to day work involves enhancements requests, bug fixes and maintenance tasks, code

changes, version control, user assistance. As part of this project, created interfaces for AP, AR, and Project modules.

Several conversion programs written for AR, PO, and AP modules. Several custom reports have been built in Discoverer for Projects, AP, and GL modules.

- Techno-functional subject matter expert for Financial modules
- Issue/Error Analysis of raised by Business users
- Root cause analysis and code fixing
- Regression and System Testing Support
- Technical / Functional Documentation
- System Enhancements
- Conversion and Interface Design, Development and Testing
- Reports Development and Validation

City of Richmond, VA
Technical Consultant
10/13 to 10/14

Project is implement the financial system of the City of Richmond; this phase of the project is to create few interfaces for the system Built in the phase1. Several conversion programs have been written. Data validation reports helped City to create their financial reports easily.

- Techno-functional subject matter expert for Financial modules
- Issue/Error Analysis of raised by Business users
- Root cause analysis and code fixing
- Technical/Functional Documentation
- System Enhancements
- Conversion and Interface Design, Development and Testing
- Reports Development and Validation

Abbott Laboratories
Technical Consultant
07/12 to 07/13

Abbott creates new drugs. The Company has businesses worldwide. Company has R&D division and manufacturing section which create new Drugs to market. Implemented the Oracle solution for Client. This is an engagement that consists of multiple projects and systems maintenance. Client has multiple installations of Oracle 11i which are being converted to R12. Modules include AP, PO, INV, AR, GL, PA etc. Several divisions. Day to day support involves enhancements requests, bug fixes and maintenance tasks, ticket monitoring, code changes, version control, user assistance etc. Several in house projects like AP Automation implementation for new divisions, 11i to 12i conversions, PO implementation for a division, legacy to R12 conversions are being done as part of this engagement.

- Onsite Lead & Techno-functional subject matter expert for Financials
- Issue/Error Analysis of raised by Business users
- Root cause analysis and code fixing
- Regression and System Testing Support
- Technical / Functional Documentation
- System Enhancements
- New process development & Testing

Maritz Inc.
Technical Consultant
01/10 to 06/12

This is a support project for Media and Entertainment industry client. Day to day support involves issues from all modules and areas in Oracle Applications as used here. Client is using a wide array of Oracle Modules starting with Oracle Financials (AR, GL, and AP, etc.), Supply Chain (INV, PO, MRP, BOM, WIP) and also a number of non-oracle systems for Warehouse management, Project Accounting etc. which are interfacing with Oracle. As part of the support team, supporting small in-house projects, and providing quick technical solutions are included in the role. This project involves plenty of System enhancement opportunities across all modules.

- Onsite Lead & Techno expertise
- Issue/Error Analysis of raised by Business users
- Root cause analysis and code fixing
- Regression and System Testing Support
- Technical / Functional Documentation
- System Enhancements
- New process development & Testing

ACCO Brands Inc.
Technical Consultant
11/07 to 12/09

This is a support project for client's Oracle Applications. Day to day support involves issues from all modules and areas in Oracle Applications as used here. Client is using a wide array of Oracle Modules starting with Oracle Financials (AR, GL, AP etc.), Order Management, Service Contracts, Supply Chain (INV, PO, MRP, BOM) and also a number of non-oracle systems for Shipping, receiving, planning which are interfacing with Oracle, thereby, the code base is large. As part of the support team, supporting small in-house projects, and providing quick technical solutions are included in the role

- Onsite Lead & Techno expertise
- Issue/Error Analysis of raised by Business users
- Root cause analysis and code fixing
- Regression and System Testing Support
- Technical / Functional Documentation
- System Enhancements
- New process development & Testing

Phones 4U
Technical Consultant
02/07 to 10/07

Client is the UK's fastest growing independent mobile phone retailer with more than 380 stores across the UK and Northern Ireland and a website featuring constantly updated exclusive deals. Oracle Applications will be used to automate Client's supply chain management process as well their financial systems. The application processes the orders from customers through warehouse (outbound), manages returns, manages inventories, plans inventories, provides ATP (Available to Promise), manages financial activities and accounts.

There will be a Siebel solution primarily used by the call center agent. It will act as a frontend application in conjunction with the web portal for order completion cycle which would include Oracle Order Management, Inventory, Advanced Pricing, and warehouse management modules after which. Incentive Compensation will be used for calculating the commission accrued by Call Center agent. Oracle Receivables gets invoice/credit memo generated through Workflow from completed Orders/Returns.

- Requirement Analysis
- Report and Interface design and development
- Forms Personalization
- Testing
- Technical and Migration documentation

c) *Provide information about experience with similar current or former projects, including but not limited to Florida. Provide current and former client reference names and key contact information. This list must include the name, address, telephone, and email address of the client contract administrator. Detail which specific area your strengths were with each listed reference. Disclose any conflicts of interest or limitations that may exist should the Company be selected to provide services to the City.*

As noted in the CherryRoad Background section above, we have led over 500 Oracle projects over the last 25 years. With the recent emergence of cloud, our focus over the last several years has moved from Oracle's on-premise solutions to Oracle Cloud Services. Below is a summary of CherryRoad's recent Oracle Cloud projects that have included a similar scope to this project, including financials, planning and budgeting, procurement, inventory, supply chain management, and human capital management.

- **Volusia County Schools, FL**
- **Jacksonville Electric Authority, FL**
- City and County of Broomfield, CO
- City of Aspen, CO
- City of Fort Worth, TX
- City of Roseville, CA
- City of San Jose, CA
- Clark County School District, NV
- DuPage County, IL
- Town of Hempstead, NY
- Lake Havasu City, AZ
- Shelby County Schools, TN
- State of Montana
- St. Croix County, WI
- Washington County, MD

We have provided our business references, which include contact names and information, in Tab 6, Exhibit G, Business References. If the City would like to contact any CherryRoad customers in addition to those provided in Exhibit G, please reach the proposal contact, Kevin Teder, at 317-250-1536 or kteder@cherryroad.com, to coordinate any contact with our customers.

Tab 4 – Executive Summary

State and local governments around the nation are facing some of most difficult challenges in the financial management arena today. Financial and human resources managers seldom complain about a shortage of data. Rather, the difficulty has been the ability to assimilate and make sense of all of this information so that it can be used to make more informed, timely business decisions. With the RFP, the City has taken the first step in selecting a standardized solution to support management operations for many years to come.

CherryRoad is eager to participate in this process. We offer the City unmatched qualifications, a state-of-the-art, functionally rich Oracle Cloud Services solution, over 500 similar projects for other city, county, and state governments, and a total corporate commitment to the success of this effort.

CherryRoad has proposed a Cloud/SaaS solution that offers a broad range of financial, supply chain, and human capital applications in the Oracle Cloud. Since these applications can be consumed as a subscription-based service, there is no software license or hardware to purchase and manage, and supporting underlying technologies are provided, thereby reducing the need for additional internal technical support. 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, planning and budgeting, human resources, payroll and related applications, and integrated social collaboration tools.

Our proposed SaaS/Cloud solution includes a comprehensive ERP solution that addresses all the business areas required in the RFP.

Oracle Cloud applications are 100% 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.

Our solution includes the following major Cloud applications:

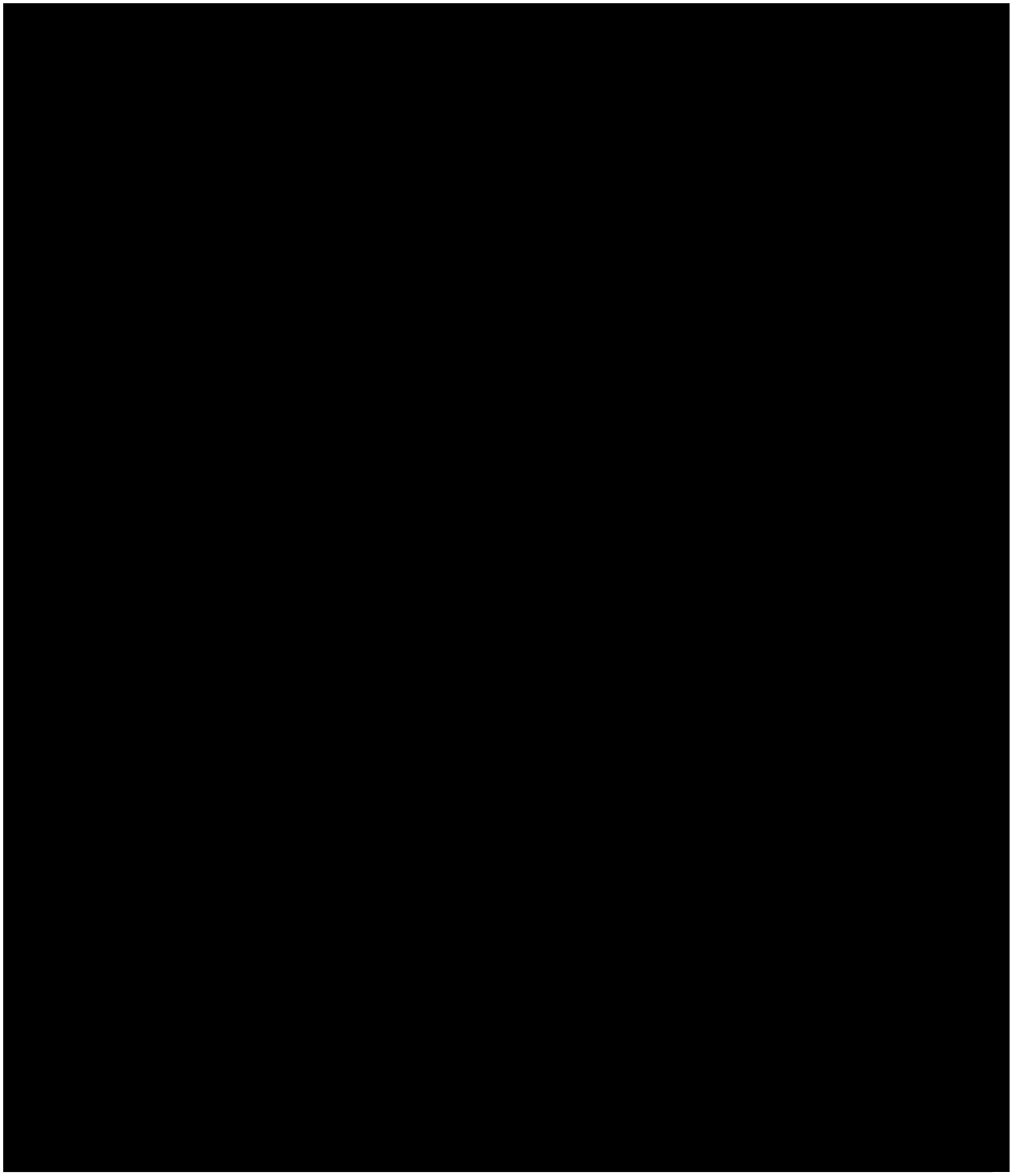
- Financials Cloud Service (General Ledger, AP, AR, Assets, Cash Management)
- WebCenter Forms Recognition Cloud Service\
- Cloud Procurement Cloud Service (Purchasing, Self-Service Procurement, Procurement Contracts, Sourcing, Supplier Portal, Supplier Qualification Management Cloud Service)
- Inventory Management Cloud Service
- Planning and Budgeting Cloud Service / Enterprise Performance Reporting Cloud Service
- Time and Labor Cloud Service
- Human Resources Help Desk Cloud Service
- Goal Management Cloud Service
- Workforce Health and Safety Incidents Cloud Service
- Performance Management Cloud Service
- Transparent Data Encryption for Oracle Cloud Security Cloud Service
- Cloud Automated Invoice Processing Cloud Service
- Expense Cloud Service
- Project Portfolio Cloud Service (Project Financials, Project Contract Billing, Grants)
- Maintenance Cloud Service
- Human Capital Management Base Cloud Service
- Payroll Cloud Service for United States
- Performance Management Cloud Service
- Workforce Compensation Cloud Service
- Talent Acquisition Cloud Service
- Oracle Learning Cloud
- Strategic Workforce Planning Cloud Service
- Talent Review and Succession Management Cloud Service

While software is a key element of the CherryRoad solution, we understand that it takes much more than software to achieve a successful implementation. With this in mind, we have proposed a project strategy that is founded on several key principles.

- **Operate in Partnership with the City –** enabling a collaborative team achieving City objectives.
- **Deploy a Cloud/SaaS Solution –** achieving lower computing costs, improved quality of service, and faster deployment.
- **Comprehensive Services Delivered by Experienced Staff –** who are highly experienced in implementing ERP systems in the public sector environment.
- **Risk Averse, Phased Implementation Schedule –** We have proposed a phased implementation approach in order to minimize risk and promote knowledge transfer.

And above all, we offer the City our commitment to go the extra step to deliver success for this visible technology initiative – to implement a solution that is complementary with the skills of staff; to improve the quality and timeliness of information; and most important, to enhance the quality of service provided to the citizens served by the City.

[redacted]



Tab 6 – ITN Specific Minimum Qualifications

Section 3.1.2

To be considered responsible to perform the work, proposer must have the following qualifications. Please limit your responses to Yes, No, or N/A and provided ALL requested documentation.

#	Qualification	Answer
A	Must have no less than two (2) years' experience in providing ERP solution(s) for governmental entities and must have successfully implemented ERP solution(s) for no less than three (3) government municipalities. For details, please complete Exhibit G.	Yes
B	Must be able to be supported on multiple operating systems and browsers	Yes
C	Must be able to supply ERP products incorporating robust and verifiable security features	Yes
D	Must provide and implement data migration services	Yes
E	Must provide and implement interface and integration services	Yes
F	Must provide and conduct training services	Yes
G	The service implementer must be able to provide key implementation services on-site at the City through use of an on-site implementation team. Proposers must provide experienced and qualified professionals with in-depth knowledge of ERP product(s) and service implementation. Include profiles of the proposed implementation team(s) in Tab 3, Company Introduction.	Yes
H	The service implementer must be a certified partner of the product manufacturer. Provide documentation in Tab 11, Certifications and Qualifications.	Yes
I	Must support all the source codes for customization and enhancements.	Yes (Configuration and Enhancement)
J	Must disclose any and all complaints or pending actions, legal or otherwise, against the Respondent within the last two (2) years	N/A

Exhibit G – Business References

Please find CherryRoad's completed Exhibit G – Business References on the following pages.

Exhibit G – BUSINESS REFERENCES

PROPOSER: CherryRoad Technologies Inc.

PROJECT: ERP Product Solution(s) and Implementation Services

BID#: CMGR-180083-MS BID DUE DATE: ~~June 26, 2018~~ July 6, 2018

Provide the following business reference information for three clients that a same or similar project has been provided within the past five years. You may include photos or other pertinent information.

The City reserves the right to check references with current customers as provided by the Proposer and with any customers the City identifies as necessary to understand prior performance at any time throughout the process.

#1 Service dates (i.e. 6/2009 to 9/2009): Project See Profile Below Amount $ Confidential

Project Client Name:	St. Croix County, WI
Project Location:	1101 Carmichael Road
City, State Zip:	Hudson, WI 54016
Client Contact Name:	Jane Bond, Financial Systems Manager
Phone Number:	715-381-4417
Fax Number:	N/A
Email Address (if available):	Jane.bond@sccwi.gov

#2 Service dates (i.e. 6/2009 to 9/2009): Project See Profile Below Amount $ Confidential

Project Client Name:	Washington County, MD
Project Location:	100 W Washington Street
City, State Zip:	Hagerstown, MD 21740
Client Contact Name:	This client has requested all references be coordinated through CherryRoad Technologies.
Phone Number:	
Fax Number:	
Email Address (if available):	

#3 Service dates (i.e. 6/2009 to 9/2009): Project See Profile Below Amount $ Confidential

Project Client Name:	City of Aspen, CO
Project Location:	130 S. Galena Street
City, State Zip:	Aspen, CO 81611
Client Contact Name:	This client has requested all references be coordinated through CherryRoad Technologies.
Phone Number:	
Fax Number:	
Email Address (if available):	

CherryRoad technologies

Project Description
St. Croix County, WI

Modules

- **Financials**: General Ledger, Purchasing/Contracts, Accounts Payable, Accounts Receivable/Misc Billing, Project/Grant Accounting, Fixed Assets, Planning and Budgeting, Cash Management, Expenses, Inventory Management, WebCenter Forms Recognition, Self-Service Purchasing, Procurement Contracts, Supplier Portal, Grants Management, Contracts Billing
- **HCM**: Personnel Administration, Position Control, Benefit Administration, Leave Management, Personnel Evaluations, Time and Labor, Payroll, Applicant Tracking, Workforce Compensation, Performance Management, Goal Management, Taleo Talent Acquisition, Taleo Learn
- **Planning & Budgeting Cloud Service**

Project Timeframe

- **Phase I Financials and Procurement:** Mar 2017 - Jan 2018
- **Phase II HCM and PBCS:** Nov 2017 - Jul 2018

Client Size

- **35 users; 720 full-time employees**

St. Croix County, WI is the fastest-growing county in Wisconsin, with a population of more than 84,000 citizens, per the 2010 census. Created in 1840, and organized in 1849, the County is part of the Minneapolis-St. Paul-Bloomington, MN-WI Metropolitan Statistical Area, and covers 729 square miles. The County is situated in the north-western area of the state and has 21 towns and ten villages. St. Croix has an operating budget of $80M.

The County desired to deploy and implement an ERP system that meets the administrative and business management needs of the County including Financial Management, Procurement, Human Capital Management, and Budgeting.

CherryRoad was selected to help the County improve business processes, gain efficiencies, and simplify and standardize use of systems.

Key goals and success indicators include:

- Improve and implement business processes based on best practices
- Implement best practices to improve internal controls within the organization
- Electronic workflow
- System and role-based security
- Eliminate duplication of data entry
- Access to source data, with user friendly reporting tools
- Access to real-time data
- Employee Self-Service
- Major functions performed and tracked in integrated solution and elimination of standalone shadow systems such as Access and Excel

ORACLE CLOUD SOLUTIONS

CherryRoad is implementing Oracle ERP Cloud Service including Fusion General Ledger, Payables and Payments, Receivables, and Assets. In addition, we are also implementing Oracle HCM Cloud Service including Fusion Human Resources, Benefits, Payroll, and Time and Labor

"We are embracing the cloud for its business transformational impact. Beyond lowering upfront costs, the cloud promises to deliver greater agility and free-up resources, so we can focus on our core competencies, moving us forward, instead of running and maintaining systems. We're proud to be working with CherryRoad, a leading Oracle implementer for the public sector cloud. Everyone on their team is dedicated to our success."

John Allegro,
Information Technology Director

Client Contact

Jane Bond,
Financial Systems Manager
1101 Carmichael Road
Hudson, WI 54016
Phone: 715-381-4417
jane.bond@sccwi.gov

CherryRoad technologies

Project Description
Washington County, MD

Modules

- **Financials Cloud**: General Ledger, Accounts Payable, Procurement, Fixed Assets
- **HCM Cloud**: Core HR, Benefits, Time & Labor, Absence, Payroll
- **PBCS**: Planning & Budgeting

Project Timeframe

- **Implement Financials Cloud R11: Phase I -** February 2017 - July 2017
- **Implement HCM Cloud R12: Phase II -** May 2017 - December 2017
- **Implement PBCS: Phase III -** August 2017 - December 2017

Client Size

- **950 users including retirees**

Client Contact:

This client has requested all references be coordinated through CherryRoad Technologies.

Washington County, founded in 1776, is situated in northwestern Maryland. The County is 460 square miles with a population of approximately 149,574. Major services provided by the County include planning and community development, public safety, public works, economic development, and recreation.

The County selected CherryRoad to perform the migration from their current on-site PeopleSoft platform to a provisioned Oracle Fusion Cloud Services environment.

The County is a long-time Oracle PeopleSoft HCM and Financials applications client with minimal customizations and has successfully operated these applications for many years. However, the County saw the need to improve delivery of services and reduce operational costs using modern technology. The migration to the Oracle Cloud will address the entire suite of administrative management requirements of the County over the next decade, through a hosted, state-of-the-art technology and software infrastructure managed and maintained by Oracle.

Project Goals:

- **Like for Like Migration**
  Implementation of Cloud functions to replicate existing PeopleSoft capabilities and County processes.
  - o Chart of accounts
  - o Procurement processes
  - o Validation rules
  - o Business workflows
  - o Payroll rules
  - o Benefit plans
  - o Conversion of existing PeopleSoft data including vendors, customers, employees, etc.
  - o Re-implementation of existing interfaces to PeopleSoft with new interfaces to Cloud applications.
  - o Training of County staff on the new Cloud user interfaces and processes.
  - o Implementation of new Real-Time Business Intelligence Analytics capabilities now available with the Oracle Cloud applications.
- **Implementation of Integrated Time and Labor Functionality**
  - o Implement Oracle Time and Labor Cloud Service to support a fully integrated timekeeping capability with the new HCM and Payroll Cloud applications.
- **Integrated Operational and Capital Budgeting Capabilities**
  - o Implement Oracle Planning and Budgeting Cloud Service (PBCS) for operational and capital budgeting.
- **Replicate existing PeopleSoft interfaces** with new Cloud applications interfaces and any other interfaces required
- **Improve and implement Business Processes based on Best Practices**

The use of these business processes eliminates the need for redundant data entry, increases efficiencies, and can help the County streamline core business processes through business process re-engineering, standardizing business processes and practices, and capturing and providing timely business intelligence information to key users.

CherryRoad technologies

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:** Oct 2015 - Jan 2017
- **Phase II HCM, Payroll, and Planning and Budgeting:** Apr 2016 - Jan 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

This client has requested all references be coordinated through CherryRoad Technologies.

[redacted]

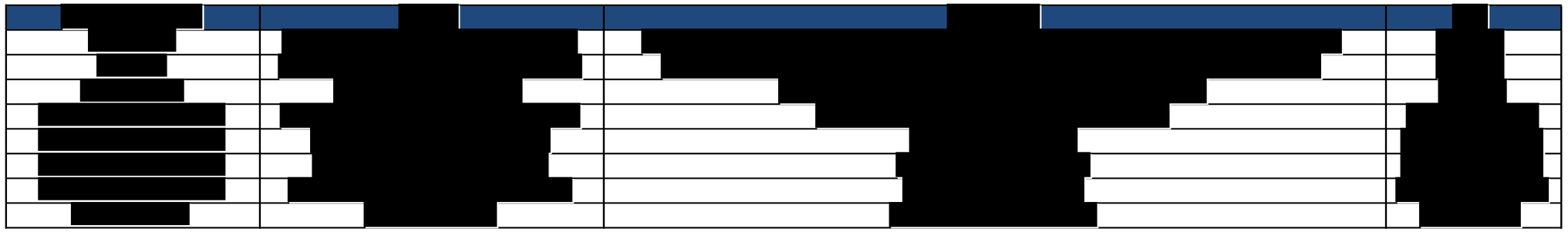
[redacted]

[redacted]

[redacted]

Reference

Vendor Response - this column and criteria is only for vendor purposes when they submit their proposal
R1.x refers to HR Requirements
R2.x refers to Finance Requirements
R3.x refers to Risk Requirements
R4.x refers to General Requirements



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Requirement Description	Vendor Response	Is the functionality included in the proposed price (yes or no)	Name of the module that provides the functionality	If not included, provide the solution to capture the needed funtionality (best-of-breed)	Version	Vendor Notes	Product/Preferred Service Implementer
Ability to generate a report on remitted union dues (e.g., by year, month, employee, union, etc.	S - Standard	Yes	Oracle HCM Cloud Base		Release 13 (18B)		

Ability to track training attendance online	S - Standard	Yes	Oracle Learning Cloud Service		Release 13 (18B)		

Ability to maintain full-time employee allotments in adherence to Citys Commission's budget approval	S - Standard	Yes	Oracle HCM Cloud base		Release 13 (18B)		

Ability to manage changes to the employee record (e.g., W2, W4, employee access, position changes, etc..)	S - Standard	Yes	Oracle HCM Cloud Base		Release 13 (18B)		

[redacted]

Ability to manage EHS records (e.g., leave, return to work, drug testing, pre-employment and any communication	S - Standard	Yes	Oracle Workplace Health & Safety		Release 13 (18B)		

Ability to manage beneficiary information for designated plans (employee and employer plans	S - Standard	Yes	Oracle HCM Cloud Base		Release 13 (18B)		

[redacted]

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[redacted]

maintain service availability and continuity in the case of an incident affecting services.

[redacted]

[redacted]

[redacted]

[redacted]

4.2.8 Implementation

1. Provide a detailed Service Level Agreement (SLA) matrix or a sample that is applicable for this solicitation.

Oracle policies and SLAs specific to Oracle Cloud can be found at:
http://www.oracle.com/us/corporate/contracts/ocloud-hosting-delivery-policies-3089853.pdf.

The following agreements would be part of any Oracle Cloud purchase and implementation:

- CherryRoad/Oracle Cloud Services Agreement
- Cloud Implementation Service Agreement

We have included templates for each of the above contracts in section Attachment B: Sample Agreements of this response.

2. Provide an overview of the software components.

This section provides an overview of the software products being proposed.

ERP / HCM / EPM Cloud	
Financials Cloud Service	• Oracle Financials Cloud Service is a complete and integrated suite. • It offers a general ledger to process journals and allocations, accounts payable to process and pay supplier invoices, accounts receivables to invoice customer and receive payments, and so on. • Oracle Financials Cloud Service transforms process automation and information access to simplify controls, increase productivity, and improve business decisions. • It includes a broad suite of capabilities including general ledger, accounts payable, accounts receivable, fixed assets, expenses, collections and cash management as well as centralized accounting, tax, payment and interfund engines. • Oracle Financials Cloud Service delivers a unique reporting platform that is built with a multi-dimensional data model – embedded within the General Ledger. .
Expenses Cloud Service	• Oracle Expenses Cloud is a robust travel and expense solution that automates travel spend management and establishes policy-driven controls for expense reimbursement. • Oracle Expenses Cloud is a seamless and comprehensive business solution that helps you manage a large controllable category of enterprise spend and is part of Oracle's Cloud Financials.
Automated Invoice Processing Cloud Service and WebCenter Forms Recognition Cloud Service	• Oracle Automated Invoice Processing Cloud Service and Fusion WebCenter Forms Recognition Cloud Service provide out-of-the-box invoice imaging integration within Oracle Payables Cloud (part of Oracle Financials Cloud Service). • Supplier invoices can be scanned with intelligent document recognition and then automatically completed, validated, approved, and paid without any user intervention. • Invoices requiring attention can be automatically routed to the appropriate finance personnel for faster completion, approval, and payment processing.

ERP / HCM / EPM Cloud	
	• You can view the invoice image directly within Oracle Fusion Payables while creating an invoice – so it is easy to complete the task quickly and accurately. • Upon saving, the invoice images are automatically linked to the invoice so you can easily view them throughout the invoice's lifecycle, such as during approval and audit.
Purchasing Cloud Service	• Oracle Purchasing Cloud Service will enable the City to automate purchasing transactions, and also includes a robust work area for buying professionals to manage exceptions. • It includes a broad suite of capabilities including purchasing, supplier portal, purchasing contracts, sourcing, and self-service requisitioning. • The City can execute routine transactions without manual intervention, increase productivity, and enforce every step. • The City can leverage supplier and agreement controls to automate creation from requisitions and communicate purchase orders to suppliers. This allows you to spend less time processing paper and spend more time discovering and exploiting new savings opportunities.
Procurement Contracts Cloud Service	• Oracle Procurement Contracts Cloud helps you create quality contracts faster and reduce risk with consistent enterprise standards, policies that govern their use, and flexible tools. • You can boost contract quality by ensuring that your contract creators adhere to established contracting policies. You can use flexible approval rules to ensure that every contract gets the right amount of review. • Oracle Procurement Contracts expedites the contracting process by automating these rules and policies, enabling your contract authors and legal department to focus energy on higher-value and higher-risk areas while streamlining routine agreements. Oracle Fusion Procurement Contracts allows you execute best practices consistently across all of your contracting activity by establishing a library of standard contract terms and preapproved templates. Templates also provide consistent style and layout. Completed contracts may be output in PDF, hardcopy, or Microsoft Word format for consistent printing or email transmission.
Sourcing Cloud Service	• Oracle Sourcing Cloud inspires adoption and simplifies sourcing processes by providing users with step-by-step guidance throughout the negotiation lifecycle. • It enables sourcing professionals to tailor negotiations to the organization's needs, leverage information from past events, and collaborate with subject matter experts from across the business. This reduces negotiation cycle times and accelerates the rate of realized savings. • Oracle Sourcing Cloud's intuitive user experience also benefits suppliers. A comprehensive overview of sourcing activity makes it easy for suppliers to understand current status and to take action. • Support for commonly used applications, such as spreadsheets, makes submitting bid responses very straightforward. Oracle Sourcing Cloud offers embedded online training that makes it easy for suppliers engage in every part of the sourcing processes.
Supplier Portal Cloud Service	• An integral part of Oracle Procurement Cloud, Oracle Supplier Portal Cloud improves the way you interact and collaborate with suppliers. This dynamic, secure solution provides superior supplier and performance management.

ERP / HCM / EPM Cloud	
	• Oracle Supplier Portal Cloud is the next generation application for enabling smarter supplier interactions. • It is a browser-based, supplier self-service solution that brings a holistic approach to supplier management by removing communication barriers between you and your suppliers. • Your suppliers gain access to a secure, integrated work area that provides full visibility to transactions, offers closed loop collaboration, and enables electronic invoicing. Instead of struggling with disparate systems, faxes, emails, or voice messages, suppliers can access a secure work area that provides a complete summary of all transactions that require attention.
Self-Service Purchasing Cloud Service	• An integral part of Oracle's Procurement suite, Oracle Self-Service Procurement Cloud provides a user-friendly approach to managing employee requests for goods and services. • Oracle Self Service Procurement Cloud provides the best capabilities of an e-commerce web site with the tools to control spend. • This functionality increases the level of satisfaction for your employees, reduces your support cost, and ensures the highest level of compliance.
Supplier Qualification Management Cloud Service	• Oracle Supplier Qualification Management Cloud Service, an integral part of Oracle's Procurement Cloud solution, provides a complete solution for managing your suppliers' qualifications and capabilities, including monitoring compliance with the City's policies, requirements, and storing any supporting documentation.
Inventory Management Cloud Service	• Oracle Inventory Management Cloud offers an integrated inventory, fulfillment, cost, and financial trade management suite that is designed to automate, streamline, and control inventory, manage complex demand and supply scenarios, cost processes and internal trade end-to-end without expensive hardware and system management overhead costs.
Grants Management Cloud Service	• Oracle Grants Management Cloud allows you to have complete visibility into the all aspects of your awards. • Quickly visualize the current spending status and drill into funding, budget, commitment, and expenditure details, as well as all related conversations and documents, all from any device, anywhere. • Build and access analytics and reports on award and sponsored project related activity using a comprehensive, user-friendly business intelligence platform. • Embed analytics within transactional pages, or view as a dashboard on any screen.
Project Financials Cloud Service	• Oracle Project Financials Cloud takes a user-oriented approach to the critical activity of managing the financial and budgeting aspects of projects, leveraging the strengths of an intuitive interface to provide simplified planning and budgeting for superior financial control. • It forms the core of the project lifecycle, supporting efficient project initiation, while delivering full-function project planning, progress management, budgeting and forecasting. • A highly automated and streamlined project costing solution allows project-centric organizations to capture and account for project costs and commitments from across the Oracle Cloud applications as well as supporting third party integrations,

ERP / HCM / EPM Cloud	
	delivering standardized cost collection processes for expedited project costing and timely visibility into validated expenditures.
Oracle Project Contract Billing Cloud Service	• Oracle Project Contract Billing Cloud delivers a highly flexible approach to project contract-based billing, segregating the planning and execution of project work with a comprehensive, integrated solution providing full control over contract terms, rates and limits including when and how to recognize revenue and generate invoices.
Planning and Budgeting Cloud Service (PBCS)	• Oracle PBCS streamlines the planning process in an enterprise by aligning plans created across the organization. • Cost center plans can be linked to line of business plans, which in turn can be linked to the agency level plan. • The impact of changes to key plan assumptions can be evaluated instantaneously, and the revised plan can be made immediately available to all stakeholders without a time lag or risk of manual error. • Oracle PBCS leverages the powerful Oracle Essbase calculation and business rules engine that can be used to express a range of business logic from simple arithmetic formulae to complex procedural multidimensional allocation rules.
Enterprise Performance Reporting Cloud Service (EPRCS)	• Oracle EPRCS streamlines the narrative reporting process by providing a flexible, intuitive method for creating a secured and auditable report package. • Whether you are using your existing documents, a previous report package, or letting the system automatically create doclets for users, you can quickly create a report package in mere minutes and with minimal information. • The system walks you through the setup to enable the phases you need for your report package. • You set the due dates, add doclets, assign users to their roles (Owner, Author, Approver, Reviewer, and Viewer), and you are ready. • The Report Center is the single interface for the report package owner to define, manage, monitor, and interact with the content.
Transactional Business Intelligence Cloud Service	With Oracle Fusion Transactional Business Intelligence embedded analytics, role-based dashboards, and on-the-fly ad hoc reporting capabilities make data access and interpretation easier than ever before. Users are able to see updates in real-time, and their impact, through embedded analytics. This eliminates the guesswork with dashboards that deliver in-line information while you do your work. Pre-delivered operational reports are enriched with robust and flexible ad hoc query capabilities that access real-time transactional data – no need to push data to a separate warehouse or engage the IT department for a custom report: it's easy, and right at your fingertips. Fusion Transactional Business Intelligence is a real time, self-service reporting solution for Oracle Fusion Applications transactions. With Oracle Business Intelligence Enterprise Edition (Oracle BI EE) as the standard Oracle query and reporting tool, business users are provided an easy-to-use interface to perform current state analysis in Fusion Applications. In ad-hoc reports, business users can also easily drill on predefined hierarchies, enable action links, compose a dashboard, schedule reports or export the data or reports – all in real-time.

ERP / HCM / EPM Cloud	
Human Capital Management Base Cloud Service	As the foundation of Oracle HCM Cloud, Human Capital Management Base Cloud Service (which includes Benefits and Absence Management) meets many of the fundamental requirements that your Agency requests, including: Personnel Information Management and Actions, Position Management, Benefits Management, Leave Management, Employee Self Service and Manager Self Service, and Reporting and Analytics. Key features include: • Support for multiple work relationships that employees or contingent workers may have with multiple legal employers, multiple assignments, or individual contract agreements • Single global person record, Comprehensive Position Management, robust workflow, approvals and delegation engine • Composite, role based, interactive views of worker information, automatic Grade Step Progression and role based dashboards with embedded analytics
Payroll Cloud Service for United States	• Payroll Cloud Service for United States is required to meet your Agency's stated Payroll requirements. • Payroll delivers the payroll, tax reporting, and regulatory rules required to accurately process payroll and remain in compliance. • Payroll gives you the flexibility to determine what should be included in your payroll processes rather than forcing you through a series of steps and reports that may not be meaningful to your agency.
Performance Management Cloud Service	• Performance Management is designed to support employees, managers, and business leaders with point-in-time evaluation of worker performance. Organizations can configure the performance process to match their business practices. • An industry-leading user experience enables employees and managers to easily see where they are and move smoothly through the process. • Guidance and decision support are provided to users in context to help them easily and intelligently complete evaluations. • Embedded intelligence supports managers and HR administrators in efficiently monitoring and managing the overall performance management process, enabling them to take action at the point it is needed.
Goal Management Cloud Service	• Goal Management enables the setting and tracking of goals across the various levels of an organization, supporting an ongoing performance conversation throughout the year. • Business leaders communicate high-level initiatives, and managers and employees can collaborate to set goals that align to the organization's direction. • Personal development plans are delivered to allow employees to track their personal growth and career development. • Goal Management seamlessly integrates with Oracle Fusion Performance Management to enable a point-in-time evaluation of goal achievement.
Talent Review and Succession Management Cloud Service	• Talent Review and Succession Management enables senior management and HR professionals to assess talent, evaluate organizational trends, identify and mitigate talent risk, develop a leadership pipeline, and review individual talent details such as potential and risk of loss.

ERP / HCM / EPM Cloud	
	• Succession plans and talent pools are part of a seamless succession process that includes talent review meetings. • Talent Review and Succession Management allows you to use formal data, such as past Performance reviews, as well as informal data such as kudos shared by peers to make informed talent decisions. • Using the talent review dashboard, you get a complete picture of your talent, which shows you a snapshot of each person - including their career aspirations, experience, succession, performance, and compensation details.
Workforce Health and Safety Cloud Service	• Workforce Health and Safety Incidents enables rapid incident reporting of incident event types such as vehicle incident, environmental spills or releases, near misses, property damage, and notice of violation. • The modules also Identifies unsafe working conditions to prevent an actual injury or illness occurring in the future.
Human Resource Help Desk Cloud Service	• Natively developed, HR Help Desk Cloud is the HR case management solution for our HCM customers to provide the superior service your workers expect. • HR Help Desk Cloud is built in the Oracle Cloud leveraging the common data model and supporting our unified cloud strategy. • While ensuring data privacy and minimal maintenance, our HR Help Desk Cloud is specifically developed to support your HR and workforce needs in this growing, competitive, and modern environment.
Fusion Workforce Compensation Cloud Service	• Workforce Compensation allows you to allocate compensation across a group of employees, regardless of different geographies, divisions, or programs. • Multiple components of pay including merit and promotion increases, lump sum adjustments, and incentives awards can be viewed and adjusted in one comprehensive view. • Embedded analytics provide immediate comparisons to budget, pay history and other markers like compa-ratio and position-in-range. • Alerts and other messages help provide feedback to managers, so they can make decisions that support business objectives. • A configurable, global approvals process assures accountability and summarizes lower level decisions for approving managers to get more detail if needed.
Oracle Time and Labor Cloud Service	• Oracle Time and Labor Cloud Service is a comprehensive, easy to use, rules-based time recording, and management system designed to give you maximum visibility and control over your most valuable asset, your people. • Fully integrated with Oracle Human Capital Management Cloud Service, Oracle Absence Management Cloud Service, Oracle Payroll Cloud Service, and Oracle Project Costing Cloud Service, Time and Labor supports a wide range of time recording needs. • The real-time rules engine and rule templates provide an extensible and easy to configure method for validating time entries and applying pay rules, with the results included on the time card. • Integration with Absence Management means scheduled absences will be shown on the calendar and time card and absences can be reported through both the calendar and the time card.

ERP / HCM / EPM Cloud	
	• With integration to Payroll, including support for retroactive changes, and recording time against valid up-to-date project information, Time and Labor provides accurate and consistent time related data to the Enterprise.
Learn Cloud Service	• Oracle Learn Cloud Service is a comprehensive learning solution for delivering, managing, and tracking your learning initiatives.

3. Provide an overview of the software deployment model; including a complete detailed timeline.

- Oracle is proposing our Cloud Enterprise Resource Planning (ERP), Human Capital Management (HCM), and Enterprise Performance Management (EPM) Cloud solutions.
- The figure below illustrates the breadth of the entire product portfolio. The Oracle Cloud provides a complete solution with an enterprise-wide approach.

- Built with public sector best practices including fund accounting, encumbrance accounting, and budget checking.
- 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.
- The proposed Oracle Cloud Services are delivered via a SaaS deployment.

4. Provide an approach to data mapping and data conversion.

- See data conversion in section 4.2.1 above.
- The City's ERP system conversion process will consist of loading various tables in Oracle Cloud applications using existing legacy data.
- Much of the data to be loaded will be derived from existing legacy applications and/or other department shadow and stand-alone systems.

- Other information to be loaded may be new to the City (e.g., new approval hierarchy in Purchasing) and will be defined during the subsequent stages of the project.
- There will be two primary methods used for loading the City's ERP system tables: manual and automated conversions.

5. Describe your methodology for documenting and developing integration between the solution and other systems (i.e., Application Program Interfaces, batch processes, etc.).

Oracle offers multiple ways to integrate Oracle Cloud applications with your existing infrastructure and information technology assets, whether integrations call for real-time or batch interaction.

- **Inbound Integration** – For moving data into the Oracle Cloud applications, Oracle offers two simple solutions: File Based Loaders and Spreadsheet Loaders. These solutions allow for error correction and support the same common set of objects that are required for integration.
- **Outbound Integration** – To export data from the Oracle Cloud applications, Oracle offers solutions, including HCM Extract and Oracle Transactional Business Intelligence (OTBI). Oracle also delivers module-specific extracts for Payroll and Benefits, reducing the amount of time customers need to spend on them.
- **Web Services** – Oracle Cloud applications support the use of Web Services to provide a standardized way of integrating Cloud Services with other disparate application systems. Web Services are defined in the documentation located at: http://www.oracle.com/webfolder/technetwork/docs/HTML/oer-redirect.html.

6. Describe your recommended testing methodology, approach, and tools.

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.

7. Describe your approach to training.

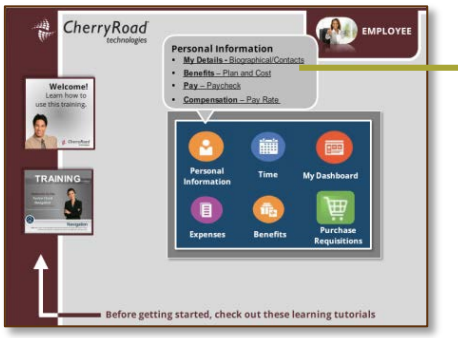
- The two targeted audiences are: (1) project team members who will participate in the implementation process, and (2) end-users who will interact with the new system.
- Two training methods are used:
  - **Foundational Team Training (FTT)** – This training is a conceptual overview of Oracle Cloud products depicting its look and feel and high-level functionality for key business processes.

- **End-User Training (EUT)** – Methods for training end-users must ensure that learning experiences and supporting documentation are clear, concise, and user-friendly.

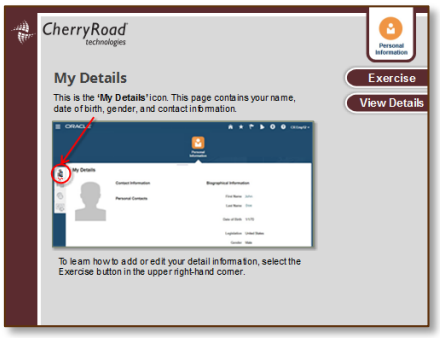
- An End-User Training Plan is developed. An effective training program must ensure the right users, get the right training, at the right time. CherryRoad takes utilizes a 'train-the-trainer' approach.
- CherryRoad provides a Content Library and User Roadmaps as part of our Cloud Training Program and contains best practice, role-based, pre-developed end-user training content.

CherryRoad Content Library – User Role Based

Seamless Across Modules



Hands-on Exercises; Custom Content



8. Provide an overview of resource hour estimate for both implementation team and City staff as well as estimated timeline for overall project.

- The CherryRoad implementation team will consist of an executive QA, project manager, change manager, functional leads, technical leads, and a training team.
- In total, approximately 20 CherryRoad consultants will be on the project totaling 17,776 hours.
- The City team will consist of a project manager, business leads and subject matter experts from each functional area, and a technical team.
- The number of City project team members will vary depending upon your respective roles and responsibilities. The total number of hours could range from 10,000-14,000 hours.

9. Provide the description of the system and application architect (List all hardware/operating system/database platforms upon which the product is supported. List which industry standard benchmarks or guidelines measures are used to establish this recommendation)

- The Oracle Cloud Services run on Oracle Engineered Systems, providing customers and partners with a high-performance, reliable, elastic, and secure infrastructure for their critical business applications.
- Oracle uniquely owns and manages the entire infrastructure of its Cloud applications: from the application to the middleware, database, operating system, hardware, and data center facility itself.
- Oracle chose to guarantee the data security by virtualizing customers' environments. Oracle's Cloud architecture is based on virtualization providing the advantages of multi-tenancy without the risks.
- Customer data is run on a shared Exadata server that houses many customer databases in a secure manner and enables Oracle to improve performance of the data layer of the cloud solution.
- 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.

10. Describe the ongoing maintenance and support level that is being proposed (refer to 3.2(C) Preferences).

- The Oracle Cloud Services are designed to be available 24 hours a day, 7 days a week, 365 days a year, except during maintenance periods, technology upgrades, and as otherwise set forth in the Oracle agreement, your order, and the Oracle Cloud Service Level Objective Policy, located in the Oracle Cloud Hosting and Delivery Policies found here: http://www.oracle.com/us/corporate/contracts/ocloud-hosting-delivery-policies-3089853.pdf.
- Commencing at Oracle's activation of your production Oracle Cloud Service, Oracle works to meet the Target Service Availability Level, or Target Service Uptime, of 99.5% in accordance with the terms set forth in the Cloud Service Pillar documentation for the applicable Oracle Cloud Service.
- 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 Cloud Operations perform changes to cloud hardware infrastructure, operating software, product software, and supporting application software that is provided by Oracle as part of the Services, at no additional cost, to maintain operational stability, availability, security, performance, and currency of the Oracle Cloud. Oracle follows formal change management procedures to review, test, and approve changes prior to application in the production service.
- Oracle Cloud Services perform upgrades to your environments approximately twice a year. Oracle offers a four to six-month upgrade window, so you can select an upgrade schedule that works for your business.
- In addition to the standard one-month post-production support provided as part of the implementation, CherryRoad provides managed services support over the life of the contract.

Tab 9 – Pricing

Exhibit 5

Complete Exhibit 5. Please include this Excel document on your electronic format version (unlocked).

Please find CherryRoad's completed Exhibit 5 on the following pages.

Proposals must lay out all of the cost with no hidden fees (if you are proposing mutiple hosting methods, you ***must*** complete Exhibit 5, Pricing for each method)

Total Price

Category	Price
HR	$169,034
Financials	$169,272
Payroll	$40,320
Time and Attendance	$20,736
Document Management	Not in Scope
Benefits	Included in HR
Implementation Services	$2,470,156.00
Maintenance	None
Support	Included Subscription Fees
License	Included Subscription Fees
Data Conversion	$122,224
Integration, Interface, and File Import/Export	$200,000.00
Third-party Software/Services	$20,360
Software Customization	None
Hardware	None - SaaS
Software Hosting	Included in Subscription Fees
Travel	Included in Implementation Services
Other (please itemize)	$31,200

Notes:

1. Oracle Cloud Represents Subscription Service Fees. These annual subscription fees are included in the HR, Financials, Payroll, and Time and Attendance prices
2. Other represents annual subscription fees for the following Oracle technical services: Transparent Data Encryption for Oracle Fusion Security Cloud Service and 2 Additional Test Environments for Oracle Fusion Cloud Servic
3. Implementation Services includes all implementation services, including project management, change management, and training
4. The support services provided by Oracle and CherryRoad over the life of the contract are included in the subscription services
5. Implementation services includes project management, change management, quality assurance, training, one month post go live support for each phase and the implentation of all HR, Financials, Payroll, Time & Attendence, and Benefits Module
6. Oracle standard reports are in the scope of the project. In addition, CherryRoad will provide 200 hours of reporting training and additional report assistance for any non-standard report requirements
7. CherryRoad implementation services, including data conversion and intergration/interface services, are fixed fee. Professional fee payments are based upon mutually agreable deliverables during the implementatior

Gainesville Exhibit 5 - CRT Pricing - Final.xlsx

Application Software		Implementation Services			Maintenance		Support		Total Cost	
One-time Cost	On-Going Annual Cost	Estimated Hours	Hourly Rate	Extended Cost	One-time Cost	On-Going Annual Cost	One-time Cost	On-Going Annual Cost	One-time Cost	On-Going Annual Cost
	$61,776									$61,776
	$13,104									$13,104
	$19,008									$19,008
	$8,640									$8,640
	$4,320									$4,320
	$4,320									$4,320
	$4,320									$4,320
	$2,160									$2,160
	$4,320									$4,320
	$4,320									$4,320
	$18,986									$18,986
	$23,760									$23,760
		3400	$165.17	$561,580						**$169,034**

5. Implementation services includes project management, change management, quality assurance, training, one month post go live support for each phase and the implentation of all HR, Financials, Payroll, Time & Attendence, and Benefits Modules

Application Software		Implementation Services			Maintenance		Support		Total Cost	
One-time Cost	On-Going Annual Cost	Estimated Hours	Hourly Rate	Extended Cost	One-time Cost	On-Going Annual Cost	One-time Cost	On-Going Annual Cost	One-time Cost	On-Going Annual Cost
	$30,240									$30,240
	$10,080									$10,080
	$1,411									$1,411
	$1,210									$1,210
	$1,210									$1,210
	$1,512									$1,512
	$10,584									$10,584
	$12,096									$12,096
	$11,592									$11,592
	$13,104									$13,104
	$8,165									$8,165
	$1,613									$1,613
	$15,120									$15,120
	$19,656									$19,656
	$9,072									$9,072
	$7,056									$7,056
	$10,368									$10,368
	$5,184									$5,184
		5,832	$163.07	$ 951,000						**$169,272**

5. Implementation services includes project management, change management, quality assurance, training, one month post go live support for each phase and the implentation of all HR, Financials, Payroll, Time & Attendence, and Benefits Modules

Gainesville Exhibit 5 - CRT Pricing - Final.xlsx

Application Software		Implementation Services			Maintenance		Support		Total Cost	
One-time Cost	On-Going Annual Cost	Estimated Hours	Hourly Rate	Extended Cost	One-time Cost	On-Going Annual Cost	One-time Cost	On-Going Annual Cost	One-time Cost	On-Going Annual Cost
	$33,264									$33,264
	$7,056									$7,056
		1,172	160	$187,520						$40,320

5. Implementation services includes project management, change management, quality assurance, training, one month post go live support for each phase and the implentation of all HR, Financials, Payroll, Time & Attendence, and Benefits Modules

Gainesville Exhibit 5 - CRT Pricing - Final.xlsx

Application Software		Implementation Services			Maintenance		Support		Total Cost	
One-time Cost	On-Going Annual Cost	Estimated Hours	Hourly Rate	Extended Cost	One-time Cost	On-Going Annual Cost	One-time Cost	On-Going Annual Cost	One-time Cost	On-Going Annual Cost

5. Implementation services includes project management, change management, quality assurance, training, one month post go live support for each phase and the implentation of all HR, Financials, Payroll, Time & Attendence, and Benefits Modules

Gainesville Exhibit 5 - CRT Pricing - Final.xlsx

Application Software		Implementation Services			Maintenance		Support		Total Cost	
One-time Cost	On-Going Annual Cost	Estimated Hours	Hourly Rate	Extended Cost	One-time Cost	On-Going Annual Cost	One-time Cost	On-Going Annual Cost	One-time Cost	On-Going Annual Cost
	$14,256									$14,256
	$6,480									$6,480
		1,172	160	$187,520						$20,736

5. Implementation services includes project management, change management, quality assurance, training, one month post go live support for each phase and the implentation of all HR, Financials, Payroll, Time & Attendence, and Benefits Modules

Gainesville Exhibit 5 - CRT Pricing - Final.xlsx

Application Software		Implementation Services			Maintenance		Support		Total Cost	
One-time Cost	On-Going Annual Cost	Estimated Hours	Hourly Rate	Extended Cost	One-time Cost	On-Going Annual Cost	One-time Cost	On-Going Annual Cost	One-time Cost	On-Going Annual

5. Implementation services includes project management, change management, quality assurance, training, one month post go live support for each phase and the implentation of all HR, Financials, Payroll, Time & Attendence, and Benefits Modules

Tab 10 – Purchasing Forms

Attach all other completed purchasing forms

N/A

Tab 11 – Certifications and Qualifications

Section 3

Exhibit 9 – Qualified Local Small Business Unavailability Form

Please find CherryRoad's Exhibit 9 following this page.

3.1 Minimum Qualifications

A. Must be authorized to transact business in the State of Florida. Please submit registration from Florida Department of State, Division of Corporations.

Please find CherryRoad's certificate from the Florida Department of State of the following page.

State of Florida
Department of State

I certify from the records of this office that CHERRYROAD TECHNOLOGIES INC. is a corporation organized under the laws of the State of Florida, filed on June 20, 2006.

The document number of this corporation is P06000083970.

I further certify that said corporation has paid all fees due this office through December 31, 2018, that its most recent annual report/uniform business report was filed on February 20, 2018, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-ninth day of May, 2018

Ken Detzner

Secretary of State

Tracking Number: CU9258505573

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

3.1.2 ITN Specific Qualifications

H. The service implementer must be a certified partner of the product manufacturer. Provide documentation in Tab 11, Certifications and Qualifications.

Please find CherryRoad's Oracle Certification below.

All Other Required Forms

CherryRoad has included the following completed and signed forms on the next pages:

- Section 7 – 7.1 Certification of Proposal
- Signed Addenda
- Exhibit B – Local Small Business
- Exhibit D – Drug Free Workplace
- Exhibit E – Affidavit of Non-Collusion
- Exhibit F – Debarred and Suspended Respondents

bid are considered to be available for public inspection and copying unless the public record is confidential and/or exempt.

6.42 How to Designate Information as Confidential and/or Exempt

If a proposer believes that its response contains information that is confidential and/or exempt (as defined by Florida or Federal law) and should be withheld from disclosure to the public, in such cases the proposer must:

1. Provide a **redacted** hard copy of its response which will be available for public inspection.
2. Provide an electronic copy of the **redacted** document in a pdf format (CD or flash drive).
3. Provide one (1) original and nine (9) **unredacted** copies of the proposal in a separate envelope, with the confidential and/or exempt information highlighted in yellow.
4. On the outside of the envelope containing the **unredacted** document, provide a general description of the information proposer has designated as confidential and/or exempt, and provide a reference to the appropriate Florida or Federal statute supporting the confidential and/or exempt classification.

6.43 How the City will Handle Material Identified as Confidential and/or Exempt

The City's evaluators will be provided with the complete proposal, including any confidential and/or exempt information. The City evaluators will maintain the confidentiality of the information through the evaluation process, including any recorded evaluation Committee meetings. In the event a public record request is made to view the information which proposer claims is confidential and/or exempt, the City will notify the proposer and give the proposer a reasonable opportunity (generally 2 business days) to institute appropriate legal action to prevent the disclosure of the information claimed as confidential and/or exempt.

All public records submitted to the City, including those claimed as confidential and/or exempt, will be retained by the City and will not be returned to a proposer at the conclusion of the bidding process.

6.44 City's Position Regarding Claims of Confidential and/or Exempt Information

The City offers no opinion as to whether a proposer's reference to any Florida or Federal statute is correct and/or accurate. The City does not warrant or guarantee that any information designated by a proposer as confidential and/or exempt from disclosure conforms to the requirements of Florida or Federal law.

6.45 Proposer to Defend, Indemnify, and Hold City Harmless in the Event of a Public Records Request

Proposer should be aware that the designation of information as confidential and/or exempt may be challenged in court by any person or entity. By designating information as confidential and/or exempt, the proposer agrees to defend the City, its employees, agents and elected and appointed officials ("Indemnified Parties") against all claims and actions (whether or not a lawsuit is commenced) related to a proposer's designation of information as confidential and/or exempt, and to hold harmless the Indemnified Parties for any award to a plaintiff for damages, costs and attorneys' fees, and for costs and attorneys' fees (including those of the City Attorney's office) incurred by the City by reason of any claim or action arising out of or related to a proposer's designation of information as confidential and/or exempt.

6.46 Waiver of Claim of Confidential and/or Exempt

Failure to comply with the requirements above shall be deemed a waiver by a proposer to claim that the information in its proposal is confidential and/or exempt.

7 Certifications and Forms

7.1 Certification of Proposal

Explanation: This certification attests to the proposer's awareness of, and agreement to the content of this ITN and all accompanying provisions contained herein.

Action: Proposer is to ensure that the following certificate is duly completed and correctly executed by an authorized officer of your Company.

This proposal is submitted in response to Invitation to Negotiate CMGR-180083-MS issued by the City of Gainesville. The undersigned, as a duly authorized officer, hereby certifies that

CherryRoad Technologies Inc.
(Respondent Company Name-Legal and d/b/a Name of Responding Entity)

301 Gibraltar Drive, Suite 2C, Morris Plains, NJ 07950
Respondent Company Address

P06000083970
Respondent's License Number (if applicable)

agrees to be bound by the content of this proposal and agrees to comply with the terms, conditions and provisions of the referenced Invitation to Negotiate (ITN) and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the ITN. The proposal shall remain in effect for a period of one hundred sixty (160) calendar days as of the Due Date for responses to the ITN.

The undersigned certifies that to the best of his/her knowledge: (check one pf the below and provide information if required)

✓ There is no Commissioner or employee of the City of Gainesville who has, or whose Relative has, an Interest in the entity or entities making this proposal.

___ There are Commissioner(s) and/or employee(s) of the City of Gainesville who have, and/or whose Relative(s) have, an Interest in the entity or entities making this proposal. Describe the nature of the interest held by each trustee, employee, or Relative of the trustee or employee (for example, grandson of Employee X owns the Company or spouse of Employee Y is a director of the Company).

"Interest" for purposes of this disclosure includes the following: director, trustee, officer, or employee of an entity, any contract with an entity (including consulting), or any partner, proprietor, stock, equity, or other ownership interest in an entity.

"Relative" for the purpose of this disclosure is an individual who is related to the trustee or employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great grandchild, person who is engaged to be married to the trustee or employee or who otherwise holds himself or herself out as or is generally known as the person whom the trustee or employee intends to marry or with whom the trustee or employee intends to form a household, or any other natural person having the same legal residence as the trustee or employee"

The undersigned further certifies that their firm (check one) ___**IS** *or* ✓**IS NOT** currently debarred, suspended, or proposed for debarment by any federal entity. The undersigned agrees to notify the City of any change in this status, should one occur, until such time as an award has been made under this procurement action.

Person(s) authorized to negotiate in good faith on behalf of this firm for purposes of this Invitation to Negotiate are:

Name: Stephen Lange Title: President & COO

Signature: [signature] Date: 07/03/2018

Email: SLange@cherryroad.com

Name: Lisa Cornacchia Title: VP General Counsel

Signature: [signature] Date: 07/03/2018

[signature] Date: 07/03/2018

Signature of Authorized Officer

Stephen Lange Email: SLange@cherryroad.com

Printed Name

7.2 Addenda

The Bidder hereby acknowledges receipt of Addenda Nos. 1, 2, 3, 4, 5, 6, 7 & 8, to these Specifications.

7.3 Taxes

The Bidder agrees that any applicable Federal, State and Local sales and use taxes, which are to be paid by City of Gainesville, are included in the stated bid prices. Since the City of Gainesville is generally exempt from taxes for equipment, materials and services, it is the responsibility of the Contractor to determine whether sales taxes are applicable. The Contractor is liable for any applicable taxes which are not included in the stated bid prices.

Note: THE CITY RESERVES THE RIGHT TO ADD OR DELETE LOCATIONS, SERVICES, ITEMS, MATERIALS OR ANY OTHER ASPECTS OF CONSIDERATION FROM THIS CONTRACT SHOULD IT BE IN THE BEST INTEREST OF THE CITY. THE CONTRACT PRICE WILL BE ADJUSTED ACCORDINGLY UPON MUTUAL NEGOTIATION AND AGREEMENT OF THE CONTRACTOR AND THE CITY'S REPRESENTATIVE.

7.4 Local Preference (check one)

Local Preference requested: ☐ YES ☑ NO

A copy of your Business tax receipt and Zoning Compliance Permit should be submitted with your bid if a local preference is requested. (see Exhibit C)

7.5 Qualified Local Small and/or Disabled veteran Business Status (check one)

Is your business qualified as a Local Small Business in accordance with the City of Gainesville Small Business Procurement Program? (see attached Exhibit A) ☐ YES ☑ NO

Is your business qualified as a Local Service-Disabled Veteran Business in accordance with the City of Gainesville Small and Service-Disabled Veteran Business Procurement Program? (see attached Exhibit A) ☐ YES ☑ NO

SIGNATURE ACKNOWLEDGES THAT: (check one)

☐ Bid is in full compliance with the Specifications.

☑ Bid is in full compliance with specifications except as specifically stated and attached hereto.

Signature also acknowledges that Bidder has read the current City of Gainesville Debarment/Suspension/Termination Procedures and agrees that the provisions thereof shall apply to this bid.

(CORPORATE SEAL)

ATTEST:

Lisa Druckman

Signature

By: Lisa Druckman

Title: Vice President Finance

BIDDER:

Stephen Lange

Signature

By: Stephen Lange

Title: President & COO

180745JJJ

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ADDENDUM NO. 1

Date: May 31, 2018

Bid Date: June 26, 2018
at 3:00 p.m. (Local Time)

Bid Name: ERP Product Solution(s) and Implementation Services

Bid No.: CMGR-180083-MS

NOTE: This Addendum has been issued only to the holders of record of the specifications.

The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

1. Any questions shall be submitted in writing to the City of Gainesville Purchasing Division by 3:00 p.m. (local time), June 7, 2018. Questions may be submitted as follows:
   Email: sowersma@cityofgainesville.org
   or
   Faxed (352) 334-3163
   Attention: Melanie Sowers

2. Please find attached:

   a) Copy of the black-out period information (Financial Procedures Manual Section 41-423 Prohibition of lobbying in procurement matters) distributed during mandatory Pre-Bid meeting.
   b) Copy of the Pre-Bid sign-in sheet for your information.
   c) Copy of the Pre-Bid meeting presentation.

3. Melanie Sowers, Purchasing Division, discussed bid requirements.

   a. Sign-in Sheet is circulating.
   b. Bids are to be received by the Purchasing office no later than 3:00 p.m. on June 26, 2018. Any bids received after 3:00 p.m. on that date will not be accepted.
   c. Send questions in writing to Melanie Sowers via email.
      i. All communication through Melanie only. Do not communicate with other City staff.
   d. Discussed bid due date, time and delivery location.
      i. Deliver (or have delivered) to Purchasing by 3:00 p.m. on June 26, 2018.
   e. Various forms (i.e. Tabulation of Subcontractor and Material Suppliers) are to be completed and returned with your bid.
      i. Sign, date and return all Addenda.
   f. Exhibit 1, Functional Requirements – the Vendor Response column contains a drop-down menu. Exhibit 5, Pricing Sheet – make sure you complete all tabs on the bottom of the screen.

4. Ginny Ahuja discussed the project (see below slide presentation). The City is looking for an all-inclusive solution to achieve the City's vision; this is the first step to building the necessary baseline to achieve this vision. The City has 2200 employees total; however General Government and GRU (utilities) function separately. GRU does support our IT services.

The following are answers/clarifications to questions received at the mandatory pre-bid conference:

5. Question: You mentioned you already have an IT Consultant chosen; are you at liberty to say who that is?
   Answer: Berry Dunn McNeil & Parker, LLC

6. Question: Are they involved in the selection process or just helping in other capacities?
   Answer: Yes, they are also involved in the selection process.

7. Question: You mentioned your budget is 7 million. What does that include?
   Answer: It includes IT Consulting Firm, Personnel, Capital, this bid. However, a specific amount for the software and implementation services portion has not yet been determined

8. Question: If we have more than one product we are recommending, those must be in two separate proposals?
   Answer: The City is looking for one package solution. If you have one product and 3rd party products then City accepts one package solution in one proposal.

4. Question: Is your local preference requirement City or State?
   Answer: City – Exhibit C of the bid document lists all requirements to claim local preference.

5. Question: Who is the executive sponsor?
   Answer: Anthony Lyons, City Manager

6. Question: GRU is currently supporting your legacy ERP system. Will they be supporting the new system?
   Answer: There has been no distinction of ownership yet. GRU will support the new system, unless we go a different direction.

7. Question: Do you have a preference whether the solution is housed onsite or on a cloud?
   Answer: There is no preference. It all depends on the proposals

8. Question: Do you have an idea of how much data conversion is needed?
   Answer: This has not yet been determined; at minimum, we would need to comply with the state retention requirements.

9. Question: There can also be other retention strategies as well.
   Answer: Yes, we are looking for a comprehensive solution.

The following attended the pre-bid meeting via telephone:

Brian Kelly – Workday

Jameson Greiner – EPI-USE America, Inc.

Mary Hako – Infor Services

Bo Zimmerman - Superion

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CITY OF GAINESVILLE
GENERAL GOVERNMENT PURCHASING DIVISION
PRE-BID CONFERENCE
ERP Product Solution(s) and Implementation Services
DATE: May 31, 2018 @ 10:00 AM LOCAL TIME
BID #CMGR-180083-MS
DUE DATE: June 26, 2018 @ 3:00PM LOCAL TIME

YOUR ***COMPANY'S*** NAME, ADDRESS & PHONE NUMBER	***YOUR*** SIGNATURE, PRINTED ***NAME***, EMAIL ADDRESS & FAX NUMBER
1) Red Clark City Staff PHONE # (____)	SIGNATURE PRINTED NAME E-MAIL: FAX # (____)
2) Alisa Tolbert City Staff PHONE # (____)	SIGNATURE PRINTED NAME E-MAIL: FAX # (____)
3) Oracle, Inc 1831 Whitecap Cir N Ft Myers, FL 33903 PHONE # (239) 292-6907	John J Kazmin John Kazmin PRINTED NAME E-MAIL: john.kazmin@oracle.com FAX # (____)
4) Cherry Road Technologies 2101 NW Corporate Blvd Boca Raton, FL 33431 PHONE # (317) 250-1536	Kevin Teder Kevin Teder PRINTED NAME E-MAIL: Kteder@cherryroad.com FAX # (561) 988-9066
5) SAP 3999 Westchester Pike Newtown Square, PA 19014 PHONE # (484 639 5089	Benjamin Tatterson Benjamin Tatterson PRINTED NAME E-MAIL: Benjamin.Tatterson@sap.com FAX # (____)

180745JJJ

CITY OF GAINESVILLE
GENERAL GOVERNMENT PURCHASING DIVISION
PRE-BID CONFERENCE
ERP Product Solution(s) and Implementation Services
DATE: May 31, 2018 @ 10:00 AM LOCAL TIME
BID #CMGR-180083-MS
DUE DATE: June 26, 2018 @ 3:00PM LOCAL TIME

YOUR ***COMPANY'S*** NAME, ADDRESS & PHONE NUMBER	***YOUR*** SIGNATURE, PRINTED ***NAME***, EMAIL ADDRESS & FAX NUMBER
6) City of Gainesville PHONE # (____)	SIGNATURE GUNNY AHUJA PRINTED NAME E-MAIL: FAX # (____)
7) PHONE # (____)	SIGNATURE PRINTED NAME E-MAIL: FAX # (____)
8) City of Gainesville PHONE # (____)	SIGNATURE PRINTED NAME E-MAIL: FAX # (____)
9) PHONE # (____)	SIGNATURE PRINTED NAME E-MAIL: FAX # (____)
10) PHONE # (____)	SIGNATURE PRINTED NAME E-MAIL: FAX # (____)

Key Notes

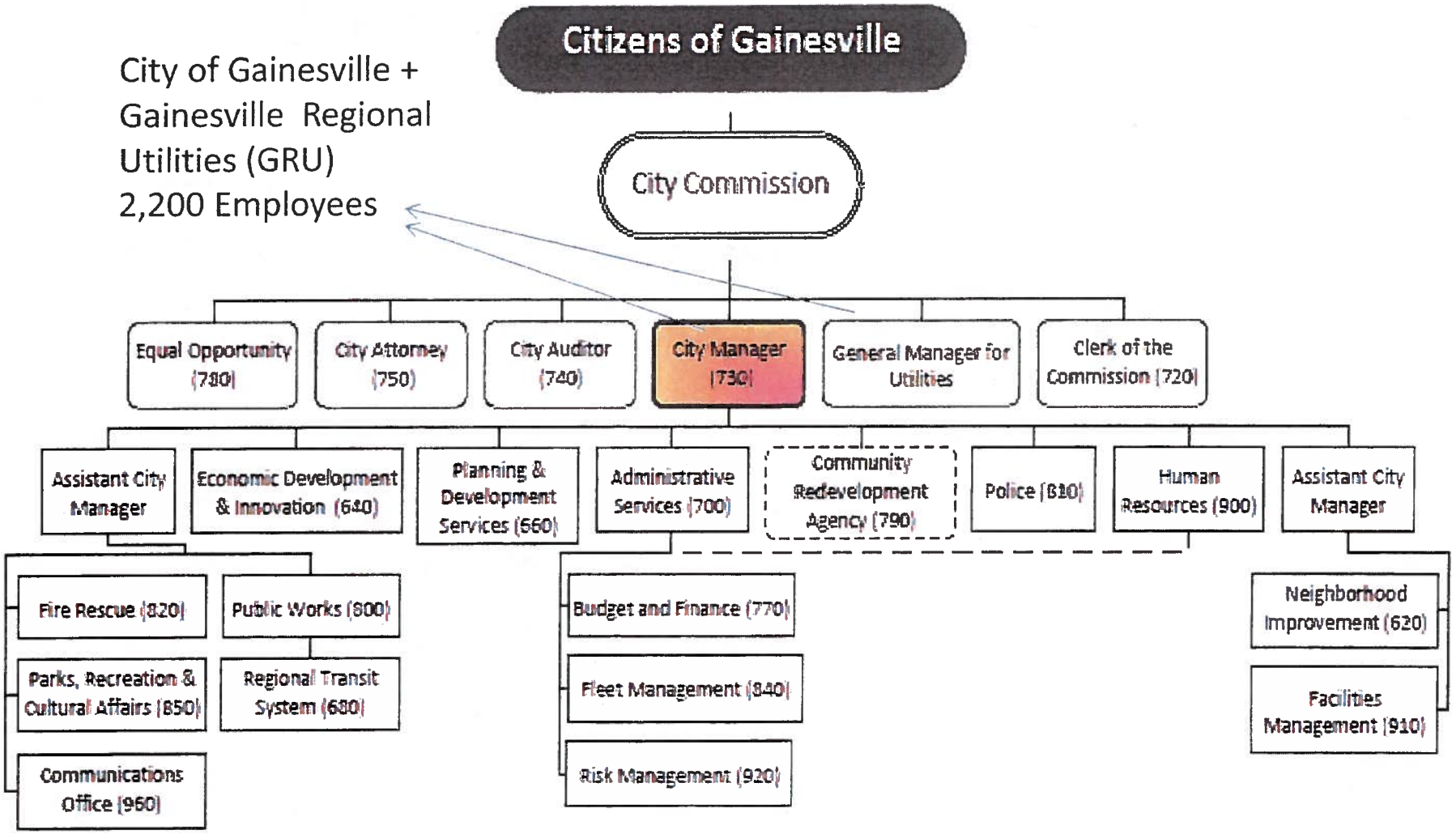
- ✓ The City has been on the existing technology from last 20-30 years
- ✓ Evaluation of the City's "as-is" state is in progress in terms of processes and technology
- ✓ Process mapping is in progress
- ✓ Data streamlining initiative is in progress

Accepted Proposal Scenarios

- ✓ Product manufacturer can submit a proposal to provide their solution(s) and implementation services
- ✓ Product manufacturer can submit a proposal to provide their solution(s) and preferred service implementer partner
- ✓ Service implementer partner can submit a proposal representing themselves and respective product manufacturer

*Must select one option

City of Gainesville + Gainesville Regional Utilities (GRU)
2,200 Employees



ERP Project Overview

- ✓ Project Timeline – Implementation planned to start before Jan 2019 by onboarding experts
  - IT Consulting Firm Selected
  - Product Selection
  - Service Implementer Selection

- ✓ Total ERP Project Budget – ***$7 million*** (a specific amount for the software and implementation services portion has not yet been determined)

- ✓ City's ERP Team – Executive Sponsor, Sponsors, Project Manager, and Functional Leads

City of Gainesville

Enterprise Resource Planning (ERP) Product Solution(s) and Implementation Services ITN

ITN NO. CMGR-180083-MS

Non-Mandatory Pre-bid call

5/31/2018

10:00AM EST

Purpose of ITN

To solicit Proposals to satisfy the City of Gainesville's (City) needs for software and professional services to implement an Enterprise Resource Planning (ERP) in City's core service areas (HR, Finance and Risk) and partner alongside a product manufacturer and service implementer to be apart of the City's vision of becoming the New American City through a strong technological baseline.

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 1 by his or her signature below, **and a copy of this Addendum to be returned with proposal.**

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 1 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER: CherryRoad Technologies Inc.

BY:

DATE: 07/02/2018

41-424 Prohibition of lobbying in procurement matters

Except as expressly set forth in Resolution 060732, Section 10, during the black-out period as defined herein no person may lobby, on behalf of a competing party in a particular procurement process, City Officials or employees except the purchasing division, the purchasing designated staff contact. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

Black out period means the period between the issue date which allows for immediate submittals to the City of Gainesville Purchasing Department for an invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, and the time the City Officials and Employee awards the contract.

Lobbying means when any natural person for compensation, seeks to influence the governmental decision making, to encourage the passage, defeat, or modification of any proposal, recommendation or decision by City Officials and Employees, except as authorized by procurement documents.

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ADDENDUM NO. 2

Date: June 5, 2018

Bid Date: ~~June 26, 2018~~
June 29, 2018
at 3:00 P.M. (Local Time)

Bid Name: ERP Product Solution(s) and Implementation Services

Bid No.: CMGR-180083-MS

NOTE: This Addendum has been issued only to the holders of record of the specifications.

The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

Please find attached:

a) Copy of the black-out period information (Financial Procedures Manual Section 41-423 Prohibition of lobbying in procurement matters) distributed during pre-bid meeting.

The following are answers/clarifications to questions received since the pre-bid meeting:

1. Question: Would the City consider extending the deadline by one week?
   Answer: The bid due date will be changed to June 29 at 3:00 p.m. (local time). See below revised timeline; this will replace the timeline in Section 2.2. These dates are tentative and subject to change.

2.2 Revised Schedule

Distribution of ITN	May 24, 2018
Non-Mandatory Pre-Proposal Discussion	May 31, 2018
Deadline for receipt of questions	June 14, 2018 – 3:00 pm local time
Deadline for receipt of proposals	June 29, 2018 – 3:00 pm local time
Evaluation of Written Proposal/Selection process	*July 23, 2018
Oral presentations/Evaluation, if conducted	*Aug 13-17, 2018
Product Demonstrations by Review Teams/Evaluation	*Sept 4 – Oct 5, 2018
Negotiations Commence	*October 8, 2018
Recommendation to City Commission/Approval	*TBD
Projected award date	*TBD
Projected contract start date	*TBD

2. Question: Would we be able to get all of the documents in Word Document format instead of the pdf versions?
   Answer: The City publishes all documents in pdf in order to maintain the integrity of the documents and they are easily viewable for anyone with Adobe.

3. Question: Could the City please clarify this instruction – or at least provide a guideline that instead sets a total page limit for responses to sections 4.2.1 through 4.2.8 as some responses will require more detail than others?
   Answer: This is meant to be a high-level-overview of your response. We expect that we will get into the greater detail of these questions at Orals. Please use the suggested 5 bullet points with each bullet point limited to a maximum of 25 words (i.e. 125 words per question).

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 2 by his or her signature below, **and a copy of this Addendum to be returned with proposal.**

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 2 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER: CherryRoad Technologies Inc.

BY:

DATE: 07/02/2018

41-424 Prohibition of lobbying in procurement matters

Except as expressly set forth in Resolution 060732, Section 10, during the black out period as defined herein no person may lobby, on behalf of a competing party in a particular procurement process, City Officials or employees except the purchasing division, the purchasing designated staff contact. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

Black out period means the period between the issue date which allows for immediate submittals to the City of Gainesville Purchasing Department for an invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, and the time the City Officials and Employee awards the contract.

Lobbying means when any natural person for compensation, seeks to influence the governmental decision making, to encourage the passage, defeat, or modification of any proposal, recommendation or decision by City Officials and Employees, except as authorized by procurement documents.

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ADDENDUM NO. 3

Date: June 11, 2018

Bid Date: ~~June 26, 2018~~
June 29, 2018
at 3:00 P.M. (Local Time)

Bid Name: ERP Product Solution(s) and Implementation Services

Bid No.: CMGR-180083-MS

NOTE: This Addendum has been issued only to the holders of record of the specifications.

The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

Please find attached:

a) Copy of the black-out period information (Financial Procedures Manual Section 41-423 Prohibition of lobbying in procurement matters) distributed during pre-bid meeting.

The following are answers/clarifications to questions received since the pre-bid meeting:

General

1. Question: What is your targeted start date?

   Answer: If the questions is referring to the start of implementation, please refer to Addendum 1.

2. Question: What is your targeted Go Live date?

   Answer: The "go-live" date depends on the proposers approach; however, the City intends to have the "go-live" during the first quarter of calendar year 2019.

3. Question: What is driving the dates above – fiscal year, contracts, etc?

   Answer: The dates above are contingent on numerous factors (i.e., City Commission, City's need, technology upgrade, fiscal year closing, etc.)

4. Question: How many employees are in scope? How many contingent workers are in scope?

   Answer: Please refer to Addendum 1 and Exhibit 3, Data Volume in the ITN for estimate number of employees/workers

5. Question: Please describe the Project Team resources that will be allocated by the City, and their estimated FTE allocation to the deployment project.

   Answer: Please refer to Addendum 1 for current Project Team structure. Resource estimation will be conducted per the proposals.

HCM

6. Question: How many unions does the City have? How many bargaining agreements?
   Answer: Please refer to Exhibit 3, Data Volume
7. Question: Do any city employees have multiple jobs requiring different pay rates?
   Answer: Yes
8. Question: How does the City pay contingent workers if applicable?
   Answer: The City currently pays contingent workers through Purchase Orders; however, the City is continuing to explore options for improvements with this Project

Recruiting

9. Question: How many Job Posting Templates will you need?
   Answer: The City currently has 5+ job posting templates. This will be a design phase determination. The City expects the vendor to understand the City's current needs and challenges to recommend solutions aligning with the market best practices. The City will review and approve the vendor's recommendation which will lead to streamlining the City's current processes. Please refer to Section 1 of the ITN.
10. Question: How many Offer Templates will you need? How many variations of each offer template do you have (where the text dynamically changes based on logic)?
    Answer: The City currently has 10+ offer templates. This will be a design phase determination. The City expects the vendor to understand the City's current needs and challenges to recommend solutions aligning with the market best practices. The City will review and approve the vendor's recommendation which will lead to streamlining the City's current processes. Please refer to Section 1 of the ITN.
11. Question: Will you utilize questionnaires on the external job application? If yes, how many questions per questionnaire? Do you have specific questions for specific jobs or functional areas?
    Answer: The City currently utilizes a questionnaire for external job applications. This will be a design phase determination. The City expects the vendor to understand the City's current needs and challenges to recommend solutions aligning with the market best practices. The City will review and approve the vendor's recommendation which will lead to streamlining the City's current processes. Please refer to Section 1 of the ITN.
12. Question: How many Active estimated candidates are in your current ATS system today? Do you want to import all active candidates into Workday?
    Answer: The City estimated number of candidates in our current ATS system is ~10,000+. The City has not yet determined the ERP product but in general the City would like to have integration between the systems instead of duplication of data.
13. Question: How many unique recruiting business processes are in place today? For example, do you have different processes for hourly, executive, professional, intern or college hires? We are looking to see if your company has different recruiting process steps for some positions such as screening questions, background checks, drug testing, or other recruiting process steps that can be different by role or perhaps if they are standardized for all positions.

Answer: The City currently has different recruiting business processes in place; however, the City desires a standardized process for all positions. This will be a design phase determination. The City expects the vendor to understand the City's current needs and challenges to recommend solutions aligning with the market best practices. The City will review and approve the vendor's recommendation which will lead to streamlining the City's current processes. Please refer to Section 1 of the ITN.

Compensation

14. Question: How many compensation plans do you need (hourly, salary, allowance, one-time payments, etc.)?

    Answer: Please refer to Exhibit 3, Data Volume. The City currently has a breadth of different compensation plans (200+); including longevity, special and active assignments, car allowances, injury, etc.

15. Question: How many Ad-hoc payment types will be needed?

    Answer: Please refer to Exhibit 1, Functional Requirements

16. Question: How many Merit plans do you want configured?

    Answer: This will be a design phase determination. The City expects the vendor to understand the City's current needs and challenges to recommend solutions aligning with the market best practices. The City will review and approve the vendor's recommendation which will lead to streamlining the City's current processes. Please refer to Section 1 of the ITN.

17. Question: How many Bonus plans do you want configured?

    Answer: The City does not currently utilize any bonus plans

18. Question: How many Stock plans do you want configured?

    Answer: The City is not a publically traded company, so we do not utilize stock plans

19. Question: How many Grades (Pay Ranges) do you want configured?

    Answer: The City currently has 40+ pay grades; however, this will be a design phase determination. The City expects the vendor to understand the City's current needs and challenges to recommend solutions aligning with the market best practices. The City will review and approve the vendor's recommendation which will lead to streamlining the City's current processes. Please refer to Section 1 of the ITN.

20. Question: Do you need any customized compensation statements? If so, how many?

    Answer: Yes, This will be a design phase determination. The City expects the vendor to understand the City's current needs and challenges to recommend solutions aligning with the market best practices. The City will review and approve the vendor's recommendation which will lead to streamlining the City's current processes. Please refer to Section 1 of the ITN.

Benefits

21. Question: How many Benefit Plans will you need?

    Answer: The City currently has 5 benefit plans

22. Question: How many Benefit Providers will you have?

    Answer: The City currently has 8 benefit providers

23. Question: How many Benefit Groups are anticipated? (ex. administrative employees get a different benefit package than engineer employees)

    Answer: This will be a design phase determination. The City expects the vendor to understand the City's current needs and challenges to recommend solutions aligning with the market best practices. The City will review and approve the vendor's recommendation which will lead to streamlining the City's current processes. Please refer to Section 1 of the ITN.

24. Question: How many Enrollment Events will need to be configured (passive and life events)?

    Answer: The City currently has 6+ enrollment events; however, this will be a design phase determination. The City expects the vendor to understand the City's current needs and challenges to recommend solutions aligning with the market best practices. The City will review and approve the vendor's recommendation which will lead to streamlining the City's current processes. Please refer to Section 1 of the ITN.

25. Question: How many Enrollment Rules will you need (ex. Spouse life can only be up to 50% of employee life)?

    Answer: This will be a design phase determination. The City expects the vendor to understand the City's current needs and challenges to recommend solutions aligning with the market best practices. The City will review and approve the vendor's recommendation which will lead to streamlining the City's current processes. Please refer to Section 1 of the ITN.

26. Question: Do you have any Grandfathered workers? If so, how many plans?

    Answer: Yes, the City currently has 4+ plans

27. Question: Do you have Benefit Credits such as Wellness? If so, how many?

    Answer: Yes, the City currently has 10+ credits

Payroll

28. Question: How many Earning Codes?

    Answer: Please refer to Exhibit 3, Data Volume Row #74

29. Question: How many Deduction Codes?

    Answer: Please refer to Exhibit 3, Data Volume Row #74

30. Question: How many FEINs?

    Answer: The City currently has 1 FEIN

31. Question: How many employees do you have with local taxes?

    Answer: Further clarification needed

32. Question: How often do your employees get paid (bi-weekly, monthly, etc.)? Are there populations that get different frequencies?

    Answer: Active City's employee get paid bi-weekly and retirees get paid monthly

33. Question: How many Pay Groups?

    Answer: The City has 2 pay groups (General Government and Gainesville Regional Utilities)

34. Question: How many employees have garnishments?

    Answer: The City has multiple employees with garnishments

35. Question: Are you outsourcing Taxes, Garnishments, check printing or any other part of your payroll process?

    Answer: No, the City currently process all payroll end-to-end

Time Tracking

36. Question: How many time entry codes (hours worked, meetings, etc.) do you want configured?

    Answer: This will be a design phase determination. The City expects the vendor to understand the City's current needs and challenges to recommend solutions aligning with the market best practices. The City will review and approve the vendor's recommendation which will lead to streamlining the City's current processes. Please refer to Section 1 of the ITN.

37. Question: How many calculations and validations do you want configured?

    Answer: This will be a design phase determination. The City expects the vendor to understand the City's current needs and challenges to recommend solutions aligning with the market best practices. The City will review and approve the vendor's recommendation which will lead to streamlining the City's current processes. Please refer to Section 1 of the ITN.

38. Question: How many time entry templates will you need?

    Answer: This will be a design phase determination. The City expects the vendor to understand the City's current needs and challenges to recommend solutions aligning with the market best practices. The City will review and approve the vendor's recommendation which will lead to streamlining the City's current processes. Please refer to Section 1 of the ITN.

39. Question: How many different work schedules do you have?

    Answer: The City has similar work schedules as other municipalities (i.e., fire, police, etc.)

40. Question: How many different periods for entering time do you have?

    Answer: Currently, time entry is decentralized; however, there is a centralized final due day for time entry completion. This will be a design phase determination. The City expects the vendor to understand the City's current needs and challenges to recommend solutions aligning with the market best practices. The City will review and approve the vendor's recommendation which will lead to streamlining the City's current processes. Please refer to Section 1 of the ITN.

41. Question: Do your employees use web clocks, web entry, time clocks, all or other? If other, please explain.

    Answer: Yes. There are different sources for entering time

Absence

42. Question: How many accruing time off plans do you need configured?

Answer: The City has 2 accruing time off plans

43. Question: How many non-accruing time off plans do you need configured?

    Answer: The City currently has 10+ non-accruing time off plans

44. Question: How many Leave Families or groups of leave types do you have?

    Answer: The City currently has 4 leave families or groups

45. Question: How many Leave Types do you have?

    Answer: The City currently has 32 leave types

Talent Management

46. Question: How many review types (PIP, performance review, disciplinary, development, etc.) will you want configured?

    Answer: The City does not have a definite number of review types; however, this will be a design phase determination. The City expects the vendor to understand the City's current needs and challenges to recommend solutions aligning with the market best practices. The City will review and approve the vendor's recommendation which will lead to streamlining the City's current processes. Please refer to Section 1 of the ITN.

47. Question: How many different performance review templates do you need?

    Answer: The City is the process of generating templates; however, this will be a design phase determination. The City expects the vendor to understand the City's current needs and challenges to recommend solutions aligning with the market best practices. The City will review and approve the vendor's recommendation which will lead to streamlining the City's current processes. Please refer to Section 1 of the ITN.

48. Question: Do you perform review calibrations?

    Answer: The City is utilizing this project as a baseline to determine this process; however, this will be a design phase determination. The City expects the vendor to understand the City's current needs and challenges to recommend solutions aligning with the market best practices. The City will review and approve the vendor's recommendation which will lead to streamlining the City's current processes. Please refer to Section 1 of the ITN.

49. Question: Do you store competencies on the employee or job level?

    Answer: Please refer Exhibit 1, Functional Requirements

50. Question: Do you collect feedback on your employees? Annually for performance reviews or on an ongoing basis?

    Answer: Yes, the City does collect feedback from employees on an annual basis. The City is utilizing this project as a baseline to determine this process; however, this will be a design phase determination. The City expects the vendor to understand the City's current needs and challenges to recommend solutions aligning with the market best practices. The City will review and approve the vendor's recommendation which will lead to streamlining the City's current processes. Please refer to Section 1 of the ITN.

51. Question: If you plan to review talent, in addition to performance, do you have a need for differing templates? If so, how many?

    Answer: The City is utilizing this project as a baseline to determine this process; however, this will be a design phase determination. The City expects the vendor to understand the City's current needs and challenges to recommend solutions aligning with the market best practices. The City will review and approve the vendor's recommendation which will lead to streamlining the City's current processes. Please refer to Section 1 of the ITN.

52. Question: Do you plan to utilize succession?

    Answer: Yes, This will be a design phase determination. The City expects the vendor to understand the City's current needs and challenges to recommend solutions aligning with the market best practices. The City will review and approve the vendor's recommendation which will lead to streamlining the City's current processes. Please refer to Section 1 of the ITN.

Learning Management

53. Question: How many segmented topics or courses do you have?

    Answer: The City has 50 segmented topics or courses that are offered to our employees

54. Question: Do you have any courses that are part of a grouping where a learner must take them in a specific order? If so, how many groupings would you have?

    Answer: Yes, the City does have courses that are part of a grouping where a learner must take them in a specific order; however, there is no exact determination at this point on the total number of groupings.

55. Question: How many learning instructors will need to be loaded?

    Answer: The City would like to utilize the active directory to pull learning instructors

56. Question: How many course templates, course offerings and lessons will be needed?

    Answer: The City offers numerous training course offerings based on the organizational need

57. Question: How many records of historical learner completion records or data will you want loaded?

    Answer: Please refer to Exhibit 1, Functional Requirements

58. Question: How much content (GB) will you want loaded?

    Answer: This will be a design/data migration phase determination. The City expects the vendor to understand the City's current needs and challenges to recommend solutions aligning with the market best practices. The City will review and approve the vendor's recommendation which will lead to streamlining the City's current processes. Please refer to Section 1 of the ITN.

Financials

59. Question: Can the City please supply the following Financial volumes and information?
    a. The number of Ledger Accounts
    b. The number of Legal Entities and/or Business Units
    c. The number of departments (cost centers)

d. The number of divisions
e. The number of journals added per month
f. The number of vendors (suppliers)
g. The number of vendor (supplier) contracts
h. The number of purchase orders created per month
i. The number of vendor (supplier) invoices created per month
j. Do you have capital projects?
   i. If yes, please describe process the City follows to create a capital project.
   ii. Are there any asset integrations?
   iii. The total number of Projects and the average amount added per year
   iv. Are projects tracked at a granular level (Phases, tasks)?
k. The number of customers
l. The number of current and active customer contracts
m. The total number of current and active Grants
n. The volume of Grants established per year
o. The number of current and active funds
p. The number of current and active programs
q. The number of banks (financial institutions)
r. The number of bank accounts per financial institution
s. The number of business assets
t. How are business assets depreciated?
u. Does the City track assets by employee, location, etc.?

Answer: Please refer to Exhibit 3, Data Volume. This will be a design phase determination. The City expects the vendor to understand the City's current needs and challenges to recommend solutions aligning with the market best practices. The City will review and approve the vendor's recommendation which will lead to streamlining the City's current processes. Please refer to Section 1 of the ITN.

60. Question: Is the City using procurement cards? If so, please explain the process.

Answer: Yes, This will be a design phase determination. The City expects the vendor to understand the City's current needs and challenges to recommend solutions aligning with the market best practices. The City will review and approve the vendor's recommendation which will lead to streamlining the City's current processes. Please refer to Section 1 of the ITN.

61. Question: Is the City using Travel/Expense cards? If so, please explain the process.

Answer: No

62. Question: How does the City currently track their gifts/investments (if any)?

Answer: The City currently track gifts/investments through chart of accounts

63. Question: Do you have a centralized A/P structure?

Answer: Yes

64. Question: Do you have a centralized A/R structure?

Answer: Yes

65. Question: Do you have multiple systems of record for finance (I.e., sub systems and/or access databases/additional accounting entries that are not in your current PeopleSoft environment)? If so, how many and what types?

    Answer: The City does not utilize PeopleSoft. Please refer to Exhibit 2, Department Diagrams.

66. Question: Which accounting dimensions does the City use to balance their financial reporting (i.e., Fund/Grant/etc.)?

    Answer: Further clarification needed

67. Question: What types of reporting or analytics are you unable to generate today, using your current systems?

    Answer: The City is in the process of streamlining its reporting capabilities; however, this will be a design phase determination. The City expects the vendor to understand the City's current needs and challenges to recommend solutions aligning with the market best practices. The City will review and approve the vendor's recommendation which will lead to streamlining the City's current processes. Please refer to Section 1 of the ITN.

68. Question: Under current processes, how long does it take the City to close a period?

    Answer: The City currently closes the monthly period in 15 days and the closes the quarterly period in 30 days

69. Question: Under current processes, how long does it take the City to close a year?

    Answer: The City currently closes the year in 3 months

70. Question: What is the estimated volume of A/R and A/P carryover to the next year?

    Answer: This will be a design phase determination. The City expects the vendor to understand the City's current needs and challenges to recommend solutions aligning with the market best practices. The City will review and approve the vendor's recommendation which will lead to streamlining the City's current processes. Please refer to Section 1 of the ITN.

Data Conversion

71. Question: Please explain your data conversion strategy and if the City has a data warehouse in place today.

    Answer: This will be a design phase determination. The City expects the vendor to understand the City's current needs and challenges to recommend solutions aligning with the market best practices. The City will review and approve the vendor's recommendation which will lead to streamlining the City's current processes. Please refer to Section 1 of the ITN.

72. Question: Do you plan to load transactional history for any areas? If so, how many years?

    Answer: Please refer to Exhibit 1, Functional Requirements (Florida Sunshine Law)

Integrations

73. Question: Please identify the internal and external systems that the new system will need to integrate with. Common integration types include:
    i. Active Directory / Identify Management Systems
    ii. Internal or external systems for employee awards and recognition
    iii. Background check providers
    iv. E-Verify
    v. State and/or Federal reporting
    vi. Other internal and external systems that require HR/Demographic
    vii. Other internal and external systems that require Financial/Budget data
    viii. Banks and third-party payroll service providers

    Answer: The City would prefer to integrate with most internal and external systems to streamline City's processes and maintain the data integrity. The identification of all the system will be in the design phase. Please refer to Section 4.3.2 in the ITN

74. Question: Does the City wish to use Single Sign On (SSO)?

    Answer: Yes. This will be a design phase determination. The City expects the vendor to understand the City's current needs and challenges to recommend solutions aligning with the market best practices. The City will review and approve the vendor's recommendation which will lead to streamlining the City's current processes. Please refer to Section 1 of the ITN.

Organizational Change and Training

75. Question: How many internal resources will be dedicated to the Change Management Team tasks after product selection and during your implementation cycle and what is the anticipated FTE allocation percentage?

    Answer: The City's project team consists of 4 resources; however, the additional resource determination will be contingent on the proposed implementation plan

76. Question: Do you have an internal training team that would be leveraged for end-user training development and/or delivery?

    Answer: Not yet

77. Question: Have you conducted any Stakeholder or Readiness Assessments related to this initiative?

    Answer: Yes

78. Question: Have you used a Change Champion Network successfully in past initiatives?

    Answer: No

79. Question: Once the selection of the new ERP system has been made, do you have a strategy in place to evaluate staffing, change management, timeline, and other needs related to the implementation process itself?

    Answer: Yes

80. Question: How many internal, dedicated change management, communications and training resources will be provided for the Workday implementation?

Answer: The City has not selected the ERP product

81. Question: Briefly describe your organization's culture and estimated level of resistance to change/adoption of technology.

    Answer: As mentioned in ITN, City has been on the current technical environment for the last 20 years. Exposure to the latest technology has been limited, however 80% of the stakeholder are looking forward to this change.

82. Question: Have you engaged end-users in a Change Champion network previously?

    Answer: Yes

83. Question: Will development of training materials (job aids, Captivate simulation videos, PPTs, etc.) be created internally or by your partner?

    Answer: Need further clarification

Other

84. Question: We would like to request a 2 week extension on the ITN proposal submission. This will allow us to better prepare the response for the City of Gainesville.
    Answer: See addendum 2.
85. Question: Can the City please provide the current name of the Risk Management system that is used at the City? Name of system and Company that provided.
    Answer: The City currently utilizes CGI Advantage and OHM (PureSafety and Underwriters Lab)

86. Question: We take our commitment to sustainability very seriously. We do always ask that prospective customers receive sales proposals from us in electronic form only in order to save paper. You have stipulated that you require printed copies of our response, which we will provide if it absolutely essential, but assuming that it is not we would propose to provide an electronic copy only. Please let me know if this is acceptable.
    Answer: The City is taking steps to become more sustainably responsible, but at this time we do not have the resources to only accept electronic copies. Please provide the required 10 copies plus 1 electronic version.
87. Question: Do you withhold state tax for Retirees? We understand that Florida does not have a state income tax, but just wanted to check if you have Retirees is another state which requires withholding state tax.

    Answer: The City does not withhold state tax for Retirees
88. Question: Section4.2 Technical Requirements - This section of the ITN states that responses should be limited to 5 bullet point of 25 words max each. Many of these questions cannot be answered in that brief format. Would the City consider removing the response limitation?
    Answer: Please refer to Addendum 2
89. Question: Section 4.2.8 Implementation, Question 2 - Please clarify what this question is asking: "Provide an overview of the software components."

    Answer: During the implementation of the ERP product, the City would like to know the overview of the all of the modules that will be implemented with any additional software that would be required for implementation
90. Question: Response Organization, Tab 10 - Please clarify which "forms" are

Purchasing Forms
Answer: Pages 17-39 of the bid document and Exhibit 9-Tabulation of Subs

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 3 by his or her signature below, **and a copy of this Addendum to be returned with proposal.**

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 3 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER: CherryRoad Technologies Inc.

BY:

DATE: 07/02/2018

41-424 Prohibition of lobbying in procurement matters

Except as expressly set forth in Resolution 060732, Section 10, during the black out period as defined herein no person may lobby, on behalf of a competing party in a particular procurement process, City Officials or employees except the purchasing division, the purchasing designated staff contact. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

Black out period means the period between the issue date which allows for immediate submittals to the City of Gainesville Purchasing Department for an invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, and the time the City Officials and Employee awards the contract.

Lobbying means when any natural person for compensation, seeks to influence the governmental decision making, to encourage the passage, defeat, or modification of any proposal, recommendation or decision by City Officials and Employees, except as authorized by procurement documents.

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ADDENDUM NO. 4

Date: June 12, 2018

Bid Date: ~~June 26, 2018~~
June 29, 2018
at 3:00 P.M. (Local Time)

Bid Name: ERP Product Solution(s) and Implementation Services

Bid No.: CMGR-180083-MS

NOTE: This Addendum has been issued only to the holders of record of the specifications.

The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

Please find attached:

a) Copy of the black-out period information (Financial Procedures Manual Section 41-423 Prohibition of lobbying in procurement matters) distributed during pre-bid meeting.

The following are answers/clarifications to questions received since the pre-bid meeting:

1. Question: Exhibit 1 – City's ERP Functional Requirements: The list of options in the drop down of column C, Vendor Response, doesn't contain "N – Not Available" as it says it should in the instructions. Please provide a copy with this option.

   Answer: An updated "Exhibit 1- v 1.1" has been uploaded on DemandStar to include the Not Available drop down option.

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 4 by his or her signature below, **and a copy of this Addendum to be returned with proposal.**

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 4 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER: CherryRoad Technologies Inc.

BY:

DATE: 07/02/2018

41-424 Prohibition of lobbying in procurement matters

Except as expressly set forth in Resolution 060732, Section 10, during the black out period as defined herein no person may lobby, on behalf of a competing party in a particular procurement process, City Officials or employees except the purchasing division, the purchasing designated staff contact. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

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ADDENDUM NO. 5

Date: June 14, 2018

Bid Date: ~~June 26, 2018~~
June 29, 2018
at 3:00 P.M. (Local Time)

Bid Name: ERP Product Solution(s) and Implementation Services

Bid No.: CMGR-180083-MS

NOTE: This Addendum has been issued only to the holders of record of the specifications.

The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

Please find attached:

a) Copy of the black-out period information (Financial Procedures Manual Section 41-423 Prohibition of lobbying in procurement matters) distributed during pre-bid meeting.

The following are answers/clarifications to questions received since the pre-bid meeting:

1. Question: Can you direct me to the page and section where it stipulates Vendors are to include all addendum(s) with their RFP response?
   Answer: We prefer to have each addenda signed and attached, but you can also acknowledge in Section 7.2 that you received each one.

2. Question: Just a clarification on a few questions in the addendums. In Addendum #3, question #2 in the general section, it states the City would like to go live during the first quarter of 2019. But in addendum #1, it is stated the City wants to start the implementation before Jan 2019.

   Answer: Jan- March 2019 – First quarter of calendar year 2019.

3. Question: Can you provide additional information on the following functional requirements?

- R2.78 - Ability to activate and deactivate budget lines
  Answer: Ability to activate and deactivate the CoA elements

- R2.24 - Ability to manage multiple Payroll numbers (GG and GRU)

Answer: Please refer to the organizational hierarchy structure in Addendum #1. CoA for City of Gainesville(GG) is different from CoA of Gainesville Regional Utility(GRU) , however GG does the payroll for GRU.

4. Question: The following functional requirements reference either an internal City policy number or Florida Statue. Can you please provide additional information on the policy or specifically what within the policy you are trying to meet with the requested requirement? We attempted searching on the City of Gainesville and State of FL websites but need more specific information as search produced multiple results etc.

- R1.23 - Policy C-6
- R1.26 - Policy B-4
- R1.32 - Policy E-4
- R1.40 - FS 119
- R1.67 - Policy L-3
- R1.68 - Policy L-3 and L-4
- R1.71 - Policy B-1 and State of FL University System Credit-hour rates
- R1.74 - Policy B-1
- R1.150 - FL Department of Revenue (Florida Statue 409)
- R1.170 - Policy E-5
- R2.21 - Payroll based on **City policies**

Answer: Please see additional Policy uploads in DemandStar for your use.

- Based on union contracts. Please refer to this link http://www.cityofgainesville.org/HumanResources.aspx

- R2.26 - Ability to automatically calculate, track and distribute OT **based on policy**

- Based on union contracts. Please refer to this link http://www.cityofgainesville.org/HumanResources.aspx

- R3.32 - City Code of Ordinance Article 7, Chapter 5, Division 2
- R3.39 - Accident Analysis Form (DWC-1)?

Please refer to Appendix 2, Glossary

- R3.41 - Ability to handle **per policies**?

- Please refer to this link http://www.cityofgainesville.org/HumanResources.aspx

  - R3.58 - Policy 22.3
  - R3.73 - City Ordinance Article 7, Chapter 2, Division 5
  - R3.95 - City Policy L3, L4
  - R3.127 - Policy L-5
  - R3.157 - City Pension Plan Policy Article 7, Chapter 2, Division 5
    - Please refer to this link https://library.municode.com/fl/gainesville/codes/code_of_ordinances
  - R2.162 - Ability to publish end-to-end solicitation process (e.g., original and updates) via different sources per FL Statue and Policy

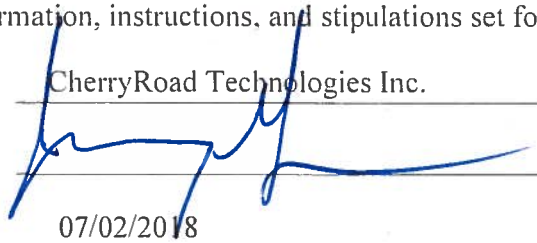
Answer: Please see additional Policy uploads in DemandStar for your use.

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 5 by his or her signature below, **and a copy of this Addendum to be returned with proposal.**

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 5 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER: CherryRoad Technologies Inc.

BY: 

DATE: 07/02/2018

41-424 Prohibition of lobbying in procurement matters

Except as expressly set forth in Resolution 060732, Section 10, during the black out period as defined herein no person may lobby, on behalf of a competing party in a particular procurement process, City Officials or employees except the purchasing division, the purchasing designated staff contact. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

Black out period means the period between the issue date which allows for immediate submittals to the City of Gainesville Purchasing Department for an invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, and the time the City Officials and Employee awards the contract.

Lobbying means when any natural person for compensation, seeks to influence the governmental decision making, to encourage the passage, defeat, or modification of any proposal, recommendation or decision by City Officials and Employees, except as authorized by procurement documents.

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ADDENDUM NO. 6

Date: June 20, 2018

Bid Date: ~~June 26, 2018~~
June 29, 2018
at 3:00 P.M. (Local Time)

Bid Name: ERP Product Solution(s) and Implementation Services

Bid No.: CMGR-180083-MS

NOTE: This Addendum has been issued only to the holders of record of the specifications.

The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

Please replace sections 4.3.1 and 4.3.2 from the ITN with the below language:

~~4.3.1 Business Process Mapping~~
~~Business process mapping is in progress by the project functional leads and will be provided prior to award of bid.~~

~~4.3.2 Environment Assessment~~
~~Assessment of the current "as-is" environment (e.g., number of applications, infrastructure environment) is in progress by an IT Consulting firm and will be provided prior to award of bid.~~

4.3.1 Business Process Mapping
Business process mapping is in progress by the project functional leads and will be completed prior to award of bid.

4.3.2 Environment Assessment
Assessment of the current "as-is" environment (e.g., number of applications, infrastructure environment) is in progress by an IT Consulting firm and will be completed prior to award of bid.

Please find attached:
Copy of the black-out period information (Financial Procedures Manual Section 41-423 Prohibition of lobbying in procurement matters) distributed during pre-bid meeting.

The following are answers/clarifications to questions received since the pre-bid meeting:

1. Question: R3.2 – Please define what type of Fraud Cases?
   Answer: Worker's Compensation Injury Cases

2. Question: R.3.12/13/14/15 – Please define the nurse and clinic relation to the city. City Employee? Clinic for city employees?
   Answer: The City has in-house urgent care clinic for all the City Employees (GG + GRU)
3. Question: R3.143 - What type of data and from what source?
   Answer: The City has employee's health benefit data, worker's compensation data etc.; the details will be discussed during the design tasks of the Implementation phase. The data is required to be shared with different source like ICMA, Florida Blue etc.
4. Question: R4.14 - Please define the data and the external system?
   Answer: Employee and Financial Data is required to be shared with various external sites e.g. Gainesville Regional Utility(GRU), Banks, Decentralized departments
5. Question: R2.61- What is the strategy for uploading or attaching invoices and payment requests? SAP offers several solutions such as DMS (Doc Mgmnt Serv), Upload directly in to SAP, as well as offer third party like OpenText.
   Answer: The City prefers to utilize out of the box functionality for most of the City's requirements. We expect the proposals should be able to specify the strategies based on the product.
6. Questions: R2.71- Drilldown is available, including for budgeting line items. But, not clear on the expectation of drilling down on a budgeted line item and that line item would show some actual cost value?
   Answer: The City would like to do analytics based on the details of every budget line-item expenditure. The City is looking to be able to do all this in one user screen instead of toggling between screens/different sources.
7. Questions: R2.88 - The assumption is that the inflators are reflective from plan, budgeted, or actual values?
   Answer: All of the above and deflaters.
8. Questions: R2.126 - What is the process flow today for payment processing? In that, where in the flow should the supporting documentation be attached?
   Answer: The City's process flow will be discussed in detail during the design task of the Implementation phase. The City would prefer to have the upload functionality at the time of submitting a payment request.
9. Questions: R2.134 - Need to understand the process flow and the services used by 3rd Party to know when and how attachments are being entered. What 3rd party is being considered?
   Answer: The City's process flow will be discussed in detail during the design task of the Implementation phase. The City is looking for proposals to include one package solution to meet almost all the City's requirements that may include any 3rd party recommendations. Examples have been mentioned in the requirement of the existing 3rd party applications, however the City is open to explore other options based on proposals. Also, please refer to Exhibit 2.
10. Questions: R2.226 - What is defined as "capturing subcontractor utilization at the time of AP entry"? Is there a desire for a report to see or some other method?
    Answer: The City requires subcontractor information to be shared with Commission, Grants, public etc. for decision making purposes.
11. Questions: R2.228 - What is considered as "insufficient sources" in order to disallow transactions from occurring? This is common but need to make sure what these sources are.

Answer: Please refer to the requirement as it does mention the examples of sources (appropriations, funds etc.)

12. Questions: R2.146 - Need a deep dive on the types of outgoing messages and the use of 3rd party services
Answer: The City is looking for improving their current processes. Deep dive to current City's processes is considered to be explored during the design tasks of the Implementation.
13. Question: May we submit a cover letter to precede the Cover Page?
Answer: The City requests to follow the standard format as provided.
14. Question: May we include an Appendix after Tab 11 to include supplemental information?
Answer: No
15. Question: Does the City require Exhibit 1 and Exhibit 5 (Excel files) to be included in the hard copy submission (printed) or is an electronic submission-only sufficient?
Answer: These two Excel files are very large and will be difficult to print. Please submit in electronic format.
16. Question: Should we include Exhibit H in the submission if we are bidding?
Answer: No, only if you decide not to bid.
17. Question: May we include Exhibit G in our response to "C" in Tab 3?
Answer: Yes, references can be included in Tab 3 in "C".
18. Question: Can you clarify which forms should be in Tab 10?
Answer: All the forms from the ITN pages 18-36, plus Exhibit 9-Tabulation of Subcontractors
19. Question: Can you clarify which questions should be addressed in Tab 11? The RFP refers to section 3; however, a majority of section 3 (3.1.1 and 3.1.2) are to be included I Tab 5, respectively.
Answer: Section 3.1.2 bullet point "H" needs to be included in Tab 11
20. Question: In which section/Tab would you like exhibit 9 and the Good Faith Effort to be in the final submission?
Answer: Tab 10
21. Question: Which Exhibits must be returned with the ITN? Specifically, Exhibit 8 – does the draft NDA need to be completed, acknowledged or reviewed at this time.
Answer: No, this does not need to be returned at this time. This was only an example of what you can expect to see attached to the final contract.
22. Question: Please clarify the response the City requires when asking for, "Bonding Capability up to $250,000.00
Answer: Letter from surety company showing you have the capability to bond up to $250,000.00
23. Question: We see the Q&A deadline has moved to June 14. When will the City post the results of the final Q&A?
Answer: As soon as we can gather all the answers to questions received from vendors. This addenda includes all questions received before the 3 pm questions deadline.
24. Question: Our solution may include one or two third party products to fulfill all solution requirements (e.g. document management). Is the City amenable to signing an agreement with a third-party solution provider that we propose with whim we have numerous years

of experience? The advantage to the City would be direct product support from that vendor.
Answer: The City is open to explore options to meet all our requirements.

25. Question: At the ITN response stage, can you clarify the good faith effort the City is anticipating? Typically, with the solution we are proposing, subcontractors are not required and can add coat/complexity to our clients.
Answer: The City will decide the implementation order of the functionality based on the proposals strategy. The City is looking to start the Implementation Phase in first quarter of 2019 which includes the following at a high level: Preparation, Design/Business Blueprint, System Realization, System Final Preparation, Go-Live Support Strategy

26. Question: Can you define what you mean by implementation is to begin January 2019?
Answer: We are referring to the start of the Implementation Phase which includes the following at a high level: preparation, design/business blueprint, system realization, system final preparation, go-live support strategy

27. Question: We understand from the pre-bidders' conference call that the City has an approximate budget of $7m for this program. Can the City elaborate as to how much of the $7m is allocated for ERP software acquisition (and if SaaS, how many years) and one-time consulting implementation costs.
Answer: Please refer Addendum#1 question7 and the pre-bid slide deck.

28. Question: Can you clarify your expectation for the unredacted hardcopies? The ITN reads: "3. Provide one (1) original and nine (9) unredacted copies of the proposal in a separate envelope, with the confidential and/or exempt information highlighted in yellow." Is this request for 10 hard copies in addition/different to the 10 copies of the proposal response?
Answer: This requirement is only if you have confidential information. Yes, it is in addition to the response.

29. Question: What is the breakout percentage of employees that will require access to the systems - Financials/Accounting Users, HR Time Approvers, Time entry/self-service, HR admin/Risk Management (Position management, forecasting, payroll)?
Answer: The City prefers to have all City employees to have access to the system, however it will be role based security access with an approval workflow to request access.

30. Question: Can you provide the Requirements to Business Process Mapping outlined in the RFP document?
Answer: The City is still working on it and will be completed prior to the award of the bid for this ITN (not RFP).

31. Question: Can you provide an integration diagram to show integrations between internally managed systems by the city and external systems/vendors?
Answer: The City is still working on it and will be completed prior to the award of the bid for this ITN.

32. Question: What file handling solution if any is currently being used to send and receive flat files?
Answer: The City is looking to improve its current processes. The City currently does not have any solution to handle flat files.

33. Question: What tool is being used for e-Signature functionality if any?

Answer: The City is looking to improve its current processes The City currently does not have any tool for e-signature.

34. Question: What is your current state document management (Hummingbird (Exceed)) solution and do you have any timeline restrictions on how long you have to keep attachments and what type of sensitive data is stored there (PHI, PII, etc.)
Answer: Hummingbird is our current DMS. The City's abides to the Florida Statue for the retention schedule. The City is looking to explore options for ECM solutions to secure/encrypt sensitive data.

35. Question: What is the RTE interface/tool used for in the current state environment?
Answer: RTE (Remote Time Entry) is an in house system used for time entry by all City/GRU departments.

36. Question: What is the data flow (inbound/outbound), type of data and method of transport for RTE interface/tool?
Answer: The City is looking to explore options to replace RTE. Currently; all the communication with RTE is manual through flat files.

37. Question: How does Change Gear current integrate with your system - flat file, api, etc. and what data is sent/received from this system?
Answer: Change Gear is the incident tracking system used by IT. Employee data is uploaded to ChangeGear by utilizing the data from the nightly data extracts from the current HT ERP system. GRU IT maintains the updated to ChangeGear.

38. Question: What is the Lynda.com interface/tool used for in the current state environment?
Answer: The City is currently using Lynda.com for training requirements for few courses. It is not used extensively.

39. Question: What is the data flow (inbound/outbound), type of data and method of transport for Lynda.com interface/tool?
Answer: Currently, there is no data flow from Lynda.com to any of the City's interface. However, the City's admin rarely utilizes the employee certificates to be uploaded to the employee record manually. The City is looking to improve its current processes.

40. Question: What is the Visa Works interface/tool used for in the current state environment?
Answer: The City has the P-card program with Bank of America. Visa Works is a system provided by Bank of America to administer the Visa changes.

41. Question: What is the data flow (inbound/outbound), type of data and method of transport for Visa Works interface/tool?
Answer: Currently, there is no data flow from VisaWorks to any of the City's interface. The data from VisaWorks in inputted in the current City's system by manual/batch process. The City is looking to improve its current processes.

42. Question: How is the NEOGOV system solution used in today's current state, does it integrate with CGI and how is that being done?
Answer: NEOGOV is used for the HR functions like Onboard, Performance Management. It is not integrated with CGI. The City is looking to improve its current processes.

43. Question: What is the Actuary Site interface/tool used for in the current state environment?
Answer: Currently, the City is using the Actuary firm for the City's retirement plans like General Pension Plan, Consolidated Plan

44. Question: What is the data flow (inbound/outbound), type of data and method of transport for Actuary Site interface/tool?
Answer: We have a FTP site to the Actuary firm to send the data to the firm. The City is looking to improve its current processes.
45. Question: What is the ICMA E2 Link interface/tool used for in the current state environment?
Answer: Currently, the City is using the ICMA tool for the following retirement plans 401, 457, IRA
46. Question: What is the data flow (inbound/outbound), type of data and method of transport for ICMA E2 interface/tool?
Answer: There is no data flow from ICMA. On need basis the data is downloaded and used for reports. We do bi-weekly upload a text file into ICMA E2 Link for payroll purposes.
47. Question: What is the Granicous interface/tool used for in the current state environment and what is the type of data and data flow (inbound/outbound)?
Answer: This tool is used for uploading the safety training videos and pdf to the website.
48. Question: What is the data flow (inbound/outbound), type of data and method of transport for Granicous interface/tool?
Answer: The City uploads data into Granicous but there's no outbound data flow.
49. Question: What is the Risk Master System and how does it work with the CGI system and any other integrating points?
Answer: Risk master System is the claims processing software tool provided by City's Third Party Administrator (TPAs). The City has limited access to that tool for reporting, tracking and TPA supports the City to upload the claims for processing. The City looking to improve the process. It is not integrated with our current system.
50. Question: What is the data flow (inbound/outbound), type of data and method of transport for Risk Master System interface/tool?
Answer: There is no data flow. The documents/files are sent to TPAs for processing.
51. Question: What is the ADP interface/tool used for in the current state environment?
Answer: ADP interface is used for time entry for RTS.
52. Question: What is the data flow (inbound/outbound), type of data and method of transport for ADP interface/tool?
Answer: Time keeping data is manually/batch transferred to process payroll. The data is exported from ADP, transformed into the required format through an in-house program and is loaded into the in-house RTE (Remote Time Entry) system.
53. Question: What is the Inovah interface/tool used for in the current state environment what type of data and direction of the data flow (inbound, outbound)?
Answer: iNovah interface is used as a cashiering system for the City.
54. Question: What is the data flow (inbound/outbound), type of data and method of transport for Inovah interface/tool?
Answer: iNovah data gets to the CGI through a batch process. All funds received by t the City is done through iNovah.
55. Question: What is the Jet Pay interface/tool used for in the current state environment?
Answer: Jetpay is one of the source of funds to iNovah.
56. Question: What is the data flow (inbound/outbound), type of data and method of transport for Jet Pay interface/tool?

Answer: : JetPay is building online payment system.The data from JetPay is manually entered into iNovah.

57. Question: What is the Payeezy interface/tool used for in the current state environment?
Answer: The City's parking garage payment system

58. Question: What is the data flow (inbound/outbound), type of data and method of transport for Payeezy interface/tool?
Answer: The payment data is inputted into the iNovah system manually through batch processing.

59. Question: What is the Paychex interface/tool used for in the current state environment?
Answer: Parks, Recreation & Cultural Affairs time entry system

60. Question: What is the data flow (inbound/outbound), type of data and method of transport for Paychex interface/tool?
Answer: The data is exported from Paychex, transformed into the required format through an in-house program and is loaded into the in-house RTE (Remote Time Entry) system.

61. Question: What is the Telestaff interface/tool used for in the current state environment?
Answer: Telestaff tool is a scheduling software used by few City's department to provide input to RTE for payroll processing.

62. Question: What is the data flow (inbound/outbound), type of data and method of transport for Telestaff interface/tool?
Answer: Telestaff is not integrated with any of the current City's systems. All the data entry is done manually.

63. Question: What is the CSI interface/tool used for in the current state environment?
Answer: CSI is now called JetPay. Please refer to #55

64. Question: What is the data flow (inbound/outbound), type of data and method of transport for CSI interface/tool?
Answer: CSI is now called JetPay. Please refer to #26

65. Question: What is the T-2 interface/tool used for in the current state environment?
Answer: T-2 tool is used for citations and decals.

66. Question: What is the data flow (inbound/outbound), type of data and method of transport for T-2 interface/tool?
Answer: T-2 data gets into iNovah manually/batch process.

67. Question: What is the SAP interface/tool used for in the current state environment?
Answer: SAP is the Financial and Customer Care ERP systems used by Gainesville Regional Utilities (GRU). The City does not have a SAP interface/tool

68. Question: What is the data flow (inbound/outbound), type of data and method of transport for SAP interface tool?
Answer: Payroll accounting data for GRU employees is exported from the City's current HR ERP system, transformed into the required format through an in-house program and is sent to GRU for import into the SAP Financial system.

69. Question: What is the Web Apps interface/tool used for in the current state environment?
Answer: The City uses WebApps for business tax online payment.

70. Question: What is the data flow (inbound/outbound), type of data and method of transport for Web Apps interface/tool?
Answer: Batch process gets the data from WebApps to iNovah.

71. Question: What is the B2G Now Interface/tool used for in the current state environment?

Answer: B2GNow is a system used by the City to certify vendors for the Small Business Procurement program.

72. Question: What is the data flow (inbound/outbound), type of data and method of transport for B2G interface/tool?
Answer: Vendor expenditure data is exported from the City's current Financial ERP system, transformed into the required format through an in-house program and sent to B2GNow for import into the B2GNow system.

73. Question: What is the Convey Interface/tool used for in the current state environment?
Answer: Convey is used by the Payroll/Accounts Payable (AP) division to process W2, 1099R, and 1099M forms for employees as well as generate required IRS files.

74. Question: What is the data flow (inbound/outbound), type of data and method of transport for Convey interface/tool?
Answer: W2 data is processed in the current HR ERP system, exported, transformed into the required format through an in-house program and imported into Convey. 1099R data is processed in the current Retiree HR ERP system, exported, transformed into the required format through an in-house program and imported into Convey. 1099M data is processed in the current Financial ERP system, exported, transformed into the required format through an in-house program and imported into Convey.

75. Question: What is the Legistar Interface/tool used for in the current state environment?
Answer: This tool is used to upload the Commission Agenda, videos, legislative file , backups etc. This is accessible by public . It interfaces with Granicus tool.

76. Question: What is the data flow (inbound/outbound), type of data and method of transport for Legistar interface/tool?
Answer: We upload and download the files on a need basis.

77. Question: What is the Suntrust system used for and how does it integrate with CGI and other interface partners?
Answer: SunTrust is the City's banking institution. The current HR and Financial ERP system creates EFT Bank files by transforming the data into a format that can be submitted to the bank for processing. The bank files are uploaded to SunTrust via a secure website provided by SunTrust.

78. Question: What is the Expert Pay system used for and how does it integrate with CGI and other interface partners?
Answer: The Expert Pay system is used to report child support payments. The child support payments are taken as deductions during the payroll process in the current HR ERP. The data is exported from the current HR ERP, transformed into the required format through an in-house program and uploaded to the Expert Pay website.

79. Question: What is the Master Parcel system used for and how does it integrate with CGI and other interface partners?
Answer: The City's system to track landlord payments. There's no integration with CGI.

80. Question: What is the 3rd Party Scheduling system used for and how does it integrate with CGI and other interface partners?
Answer: The City has several 3rd party scheduling systems (e.g., Telestaff, Redwood, Fleetnet). None of the 3rd party scheduling systems integrate with CGI.

81. Question: What is the Visa Works system used for and how does it integrate with CGI and other interface partners?
Answer: Please refer to question 40

82. Question: What is the Demand Star system used for and how does it integrate with CGI and other interface partners?
Answer: This is used to publicly advertise solicitations. It does not integrate with CGI.
83. Question: What is the Open Gov system used for and how does it integrate with CGI and other interface partners?
Answer: OpenGov tool is used for budget forecasting. It does not integrate with CGI.
84. Question: What is the Info Advantage system used for and how does it integrate with CGI and other interface partners?
Answer: InfoAdvantage is the name of the reporting tool for the current HR and Financial ERP systems. It is actually Business Objects. The current HR and Financial ERP vendor provides the ETL and standard reports for InfoAdvantage/Business Objects. There is an in-house extract from the current HR and Financial ERP databases that is connected to Business Objects to allow users to create custom reports.
85. Question: How is the Shared Drive leveraged (document repository, location for batch / file handling file integrations)
Answer: Documents are typically stored on domain shares in secured and unsecured folders, depending on data sensitivity. Also, various output file formats (text, spreadsheet, PDF) are generated and stored on domain folders (shares) that are not considered local to the server. Inputs are mostly XML and Excel formatted and located in folders considered local to the server processing the data.
86. Question: How is SharePoint used and what level of sensitive data is held here (PII, PHI, etc.)
Answer: Shared drive is used for document repository. There is no sensitive data stored on the SharePoint.
87. Question: What is the BIRT & RTE interface/tool used for in the current state environment?
Answer: BIRT (Business Intelligence and Reporting Tools) is used to design and print forms for the current HRM/RET/Financial ERP systems. The BIRT report designer is used within the Eclipse application. The forms are delivered and configured in the ERP by the current vendor and customized by the City. Examples of forms are Payroll paystubs and checks, Vendor paystubs and checks, Purchase Orders, Invoices, etc.
88. Question: What is the data flow (inbound/outbound), type of data and method of transport for BIRT & RTE interface/tool?
Answer: The current HRM/RET/Financial ERP systems are configured by the vendor to work with BIRT to process and print the forms through the ERP system's batch jobs. There are also email capabilities to email pdfs instead of printing.
89. Question: What is the OHM system used for and how does it integrate with CGI and other interface partners?
Answer: OHM (Occupational Health Management System) is used for store, schedule, creating reports for Employee Health Information only. It does not integrate with other systems.
90. Question: What is the G-Suite interface/tool used for in the current state environment?
Answer: Google docs are used to share program details with all employees and retirees. Also used to schedule evaluations, to do reporting .Specially used for Wellness division.
91. Question: What is the data flow (inbound/outbound), type of data and method of transport for G-Suite interface/tool if applicable?

Answer: The City download and uploads files

92. Question: What is the 834 Format Vendor Files interface/tool used for in the current state environment?
Answer: The 834 format is used to send health insurance enrollment and maintenance to the City's insurance administrator.

93. Question: What is the data flow (inbound/outbound), type of data and method of transport for 834 Format Vendor Files interface/tool?
Answer: The data is exported from the current HR ERP, transformed into the required 834 format through an in-house program and sent to the insurance administrator.

94. Question: What is the IRS File Transfer interface/tool used for in the current state environment?
Answer: The IRS File Transfer tool is a website provided by the IRS.

95. Question: What is the data flow (inbound/outbound), type of data and method of transport for IRS File Transfer interface/tool?
Answer: Convey generates the applicable IRS and SSA file transfer documents and they are uploaded to the Fire.IRS.gov and SSA.gov websites.

96. Question: What is the relationship between Exhibit 2 (with all the systems listed by area) and Exhibit 1 (functional requirements)? Do we have to address every "bubble" on the exhibit 2 diagram?
Answer: The exhibits are interrelated in terms of the information from processes to requirements.

97. Question: How many employees will need access to HR and how many will need access to Accounting?
Answer: The City prefers to have all City employees to have access to the system; however, it will be role based security access with an approval workflow to request access.

98. Question: Does the city have a document storage solution that will stay in place or would the proposed system be required to host files? If files are required to be hosted, what volume of file storage is required?
Answer: The City is expecting the proposed system to host the files. The volume of the file storage is dependent on the proposals received to meet the City's requirements.

99. Question: If data is to be hosted in a cloud environment, is a Government dedicated cloud preferred or required?
Answer: The City is open to explore the option, please submit your best proposal that meets the City's requirements.

100. Question: Is Section 508 Compliance required or preferred for the user interface?
Answer: Yes, 508 Compliance is required.

101. Question: What existing systems/servers/databases will stay in place that this system will need to integrate with?
Answer: Please refer to the ITN, Section 4.

102. Question: Bonding Capability up to $250,000 - please provide further clarification on what City of Gainesville are expecting
Answer: Letter from surety company showing you have the capability to bond up to $250,000.00

103. Question: Credit Rating or Financial Statements - Which financial statements? Income Statement and Balance Sheet? For how many years?

Answer: Audited financial statements, to include all statements and schedules, for most current completed year.

104. Question: Time entry vs. time keeping (one is in Finance and Risk, one in HR processes)? Are there different systems per department for entering time now?
Answer: In reference to Exhibit 2, Department Diagrams; time entry vs timekeeping is the same across each department. No, there are not different systems for the core areas per the scope of the ITN.

105. Question: What vendors, if any, has the City of Gainesville met with?
Answer: The City has only viewed Product Demo's while conducting market research prior to this bid, but has not met with any vendors.

106. Question: What process/systems do you have in place for employee training? Are they wanting to keep/replace current training systems? Do you provide training for anyone other than employees?
Answer: The City is looking to see the proposals for recommendations to improve efficiency. Please refer to Exhibit 2, Department Diagrams. The City does not currently offer training to the public.

107. Question: Are you looking for an LMS system for the training
Answer: Yes

108. Question: What current solution do you have in place to handle your public record requests?
Answer: The City's current solution is an "on need" basis for public records request; however, the City has a parallel effort to help streamline this process.

109. Question: Please send us your Organizational chart - City Wide
Answer: Please refer to Addendum#1 and the presentation slide deck from pre-bid call.

110. Question: Have you established decision criteria or requirements list that you'll utilize to evaluate vendors?
Answer: Yes

111. Question: How will you compare and score the different options you explore to determine a partner?
Answer: Details to this will be provided in an ITN handbook.

112. Question: What workflows would you like to see automated?
Answer: The City is looking to see the proposals for recommendations to improve efficiency. Please refer to the ITN.

113. Question: What are the typical HR Reports you run?
Answer: The City's HR runs reports prevalent to federal, state and local compliance; in addition to, any reports requested by City Commission for decision making. Additionally, the City's HR runs reports for any public records request.

114. Question: How many hourly (non-exempt), salaried and contractor employees do you have?
Answer: Please refer to Exhibit 3, Data Volume

115. Question: Is there a need for employees to clock in/out from outside of work locations (mobile)?
Answer: Yes

116. Question: How many supervisors approve timecards, corrects errors etc.?
Answer: Currently, the City has one layer of approval for their timecards. The City is looking to see the proposals for recommendations to improve efficiency.

117. Question: What if any shift premiums are paid?
Answer: Please refer to Addendum#5
118. Question: Do employees transfer departments?
Answer: Yes
119. Question: Do they earn different rates for transfers?
Answer: Yes
120. Question: How are meals and breaks managed?
Answer: This is contingent upon union contracts. Please refer to Addendum#5.
121. Question: What (if any) are the eligibility rules for paid Holidays?
Answer: This is contingent upon union contract agreements. Please refer to Addendum#5.
122. Question: Do you need to track absence events?
Answer: Yes
123. Question: What methods do you utilize to collect time worked for your salaried or exempt employees?
Answer: As per the scope of this ITN (HR, Finance, and Risk); the City does not collect time worked for salaried or exempt employees.
124. Question: Could you share a copy of your written time policies?
Answer: Please refer to Addendum#5
125. Question: Are there any other unique time capture factors we need to understand?
Answer: The details will be discussed during the design phase when more details will be provided. Please refer to Addendum#5.
126. Question: Are employees scheduled in current system? Who creates schedules? Who can view?
Answer: Yes, as per the union contracts.
127. Question: What are the labor categories that employee's time may be assigned to?
Answer: Exempt, non-exempt
128. Question: What is the process for documenting and allocating their time to these labor categories?
Answer: The documenting of these labor categories and allocating time is done at the employee record level.
129. Question: Can any combination of categories be utilized or are there dependencies between selections?
Answer: No
130. Question: Should all employees be able to select from each labor category or does it need to be filtered to eligible categories for various employees?
Answer: This is set from when the employee record is generated
131. Question: Is there a start and end date for when labor categories should be active?
Answer: Yes
132. Question: Besides capturing hours, are you needing wages, tax and deduction entries to be allocated to the labor categories?
Answer:Yes
133. Question: Do you have any "time theft" concerns, buddy-punching, etc.?
Answer: Yes
134. Question: What reports/data are critical needed to manage time and labor?

Answer: The City is still assessing its current environment to get the details. The City is looking to see the proposals for recommendations to improve efficiency.

135. Question: How do you mitigate against the additional cost of overtime?
Answer: The City is looking to see the proposals for recommendations to improve efficiency. Currently, there is no way to mitigate as of now.

136. Question: What paid leave benefits do your employees receive?
Answer: Please refer to Addendum#5

137. Question: Could you share your policy of how paid leave time is earned?
Answer: Please refer to Addendum#5

138. Question: How do employees submit their requests for time off?
Answer: Currently, the employees submits their request in paper form. The City is looking to see the proposals for recommendations to improve efficiency.

139. Question: Who approves?
Answer: Time off is approved by the manager.

140. Question: How much time is devoted to requests for information from managers/executives?
Answer: Considerable amount of time. The City is looking to see the proposals for recommendations to improve efficiency.

141. Question: Besides benefits, what are other common payroll deductions?
Answer: LifeQuest, Union Dues, Charitable deductions, court ordered , uniforms etc

142. Question: How are wage garnishments managed?
Answer: Currently, the City uses ExpertPay as one of the tools to manage garnishments.

143. Question: Can you describe the steps for preparing payroll?
Answer: Currently, the City has a manual payroll process. The City is looking to see the proposals for recommendations to improve efficiency.

144. Question: Besides hours, salaries, what other types of earnings are part of employee compensation?
Answer: Please refer to the following link for the current compensation parameters http://www.cityofgainesville.org/HumanResources/WhyWorkforUs.aspx.
The City is working with Korn Ferry-Hay.

145. Question: Are supplemental earnings keyed or imported?
Answer: The City is looking to see the proposals for recommendations to improve efficiency. Currently, the data is keyed.

146. Question: What steps do you take to check the accuracy of the payroll?
Answer: The City is looking to see the proposals for recommendations to improve efficiency.

147. Question: How are reports/checks delivered and distributed?
Answer: The City is looking to see the proposals for recommendations to improve efficiency.

148. Question: What's the process for getting journal entries into the General Ledger to record payroll expenses?
Answer: Currently, the City has 3 ways to get payroll into the General Ledger
File from RTE to CGI (manual/batch)
File from GRU ERP to CGI (manual/batch)
Direct entry to CGI

149. Question: How long does the process take?

Answer: Currently, it takes 3-4 days. The City is looking to improve its processes.

150. Question: In which steps do you think there is an opportunity to save time or improve accuracy?
Answer: The City is looking to see the proposals for recommendations to improve efficiency.

151. Question: What are some of the critical reports that you utilize from your current systems? Please provide the name and Data Contained and Purpose for each report
Answer: The City is still assessing its current environment to get the details. Please refer to ITN section 4.

152. Question: What is your PCard integration partner?
Answer: VisaWorks. However, the City is open to explore options to meet our requirements or improve our processes.

153. Question: What are you credit card providers that support the city as considered outside sources as outlined in R2.138?
Answer: The City's requirement R2.138 refers to the Accounts Receivable not credit cards.

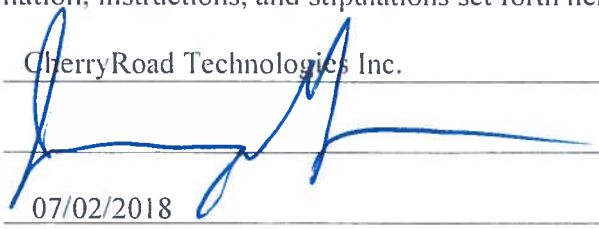
154. Question: Can you give clarification on how you use the NDT (National Transit Database Report)
Answer: NDT is a system utilized by the City to report its regional transit system data to the Federal Transit Administration (FTA).

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 6 by his or her signature below, **and a copy of this Addendum to be returned with proposal.**

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 6 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER: CherryRoad Technologies Inc.

BY: 

DATE: 07/02/2018

41-424 Prohibition of lobbying in procurement matters

Except as expressly set forth in Resolution 060732, Section 10, during the black out period as defined herein no person may lobby, on behalf of a competing party in a particular procurement process, City Officials or employees except the purchasing division, the purchasing designated staff contact. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

Black out period means the period between the issue date which allows for immediate submittals to the City of Gainesville Purchasing Department for an invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, and the time the City Officials and Employee awards the contract.

Lobbying means when any natural person for compensation, seeks to influence the governmental decision making, to encourage the passage, defeat, or modification of any proposal, recommendation or decision by City Officials and Employees, except as authorized by procurement documents.

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People empowered

ADDENDUM NO. 7

Date: June 22, 2018

Bid Date: ~~June 26, 2018~~
~~June 29, 2018~~
July 6, 2018
at 3:00 P.M. (Local Time)

Bid Name: ERP Product Solution(s) and Implementation Services

Bid No.: CMGR-180083-MS

NOTE: This Addendum has been issued only to the holders of record of the specifications.

The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

Correction to Question/Answer #28 in Addendum 6:

28. Question: Can you clarify your expectation for the unredacted hardcopies? The ITN reads: "Provide one (1) original and nine (9) unredacted copies of the proposal in a separate envelope, with the confidential and/or exempt information highlighted in yellow." Is this request for 10 hard copies in addition/different to the 10 copies of the proposal response?
Answer: ~~This requirement is only if you have confidential information. Yes, it is in addition to the response.~~
Corrected Answer: If you have confidential information within your proposal, please provide: a) a redacted original (in both hard copy and electronic format) and
b) 9 unredacted hard copies with the yellow highlighting.
This is instead of not in addition to the requirements in Section 6.2 (A).

Revised Schedule:

2.2 Revised Schedule

Distribution of ITN	May 24, 2018
Non-Mandatory Pre-Proposal Discussion	May 31, 2018
Deadline for receipt of questions	June 14, 2018 – 3:00 pm local time
Deadline for receipt of proposals	~~June 29, 2018~~ July 6, 2018 3:00 pm local time
Evaluation of Written Proposal/Selection process	*July 23, 2018

Oral presentations/Evaluation, if conducted	*Aug 13-17, 2018
Product Demonstrations by Review Teams/Evaluation	*Sept 4 – Oct 5, 2018
Negotiations Commence	*October 8, 2018
Recommendation to City Commission/Approval	*TBD
Projected award date	*TBD
Projected contract start date	*TBD

Please find attached:
Copy of the black-out period information (Financial Procedures Manual Section 41-423 Prohibition of lobbying in procurement matters) distributed during pre-bid meeting.

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 7 by his or her signature below, **and a copy of this Addendum to be returned with proposal.**

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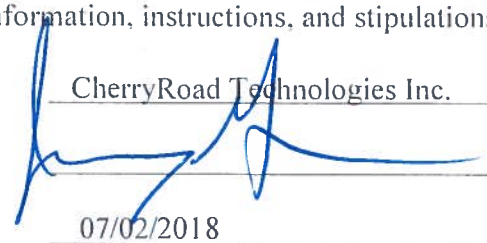
The undersigned acknowledges receipt of this Addendum No. 7 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER: CherryRoad Technologies Inc.

BY: 

DATE: 07/02/2018

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People empowered

ADDENDUM NO. 8

Date: July 3, 2018

Bid Date: ~~June 26, 2018~~
~~June 29, 2018~~
July 6, 2018
at 3:00 P.M. (Local Time)

Bid Name: ERP Product Solution(s) and Implementation Services

Bid No.: CMGR-180083-MS

NOTE: This Addendum has been issued only to the holders of record of the specifications.

The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

Please find attached:
ITN handbook to be used for the ERP Product Solution(s) and Implementation Services
Copy of the black-out period information (Financial Procedures Manual Section 41-423 Prohibition of lobbying in procurement matters) distributed during pre-bid meeting.

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 8 by his or her signature below, **and a copy of this Addendum to be returned with proposal.**

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 8 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER: ___CherryRoad Technologies Inc,_____

BY: _____

DATE: ___07/03/2018_____

41-424 Prohibition of lobbying in procurement matters

Except as expressly set forth in Resolution 060732, Section 10, during the black out period as defined herein no person may lobby, on behalf of a competing party in a particular procurement process, City Officials or employees except the purchasing division, the purchasing designated staff contact. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

Black out period means the period between the issue date which allows for immediate submittals to the City of Gainesville Purchasing Department for an invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, and the time the City Officials and Employee awards the contract.

Lobbying means when any natural person for compensation, seeks to influence the governmental decision making, to encourage the passage, defeat, or modification of any proposal, recommendation or decision by City Officials and Employees, except as authorized by procurement documents.

ITN Process for the ERP Product Solution(s) and Implementation Services

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The City has chosen the Invitation to Negotiate ("ITN") as the process to best procure the Enterprise Resource Planning Product. The ITN is used when a Request for Proposal will not provide appropriate mechanism to purchase the needed services or commodities. This process brings together vendors, which may be capable of providing the required services/commodities. If one or more of the following criteria apply, the ITN is the most applicable purchasing method.

- The scope of work cannot be accurately or completely defined. This often occurs for acquisitions of rapidly changing technology, outsourcing, or complex services.
- The services/commodities can be provided in several different ways, any of which could be acceptable.
- Contractor qualifications and the quality of the services/commodities to be provided can be considered more important than the contract price.
- The expected responses may contain innovative solutions that differ from what the agency may have requested and this process allows for those type of alternatives to be considered.

This addendum lays out the process the City will use in reaching its final negotiated contract. This addendum is to give all participants a clear understanding of the review and selection process.

1. Participants:

The City will use multiple City employees and independent contractors to review, evaluate and negotiate the final contract. Below is a description of the various groups of City employees and independent contractors and each's functional role.

a) Evaluation Team: The Evaluation Team is responsible for reviewing, evaluating, and selecting the vendors who will be invited to give oral presentations, and to give demonstrations. The Evaluation Team will negotiate with the final selected vendor(s) until a Best and Final Offer is reached. The Evaluation Team will consist of representatives from: ERP Project Team, Director of Information Technologies, City Manager's Office, Finance, HR, Risk, Strategic Initiatives and two IT Consultants. While The Evaluation Team meetings are subject to the Florida Sunshine Law (section 286.011, Florida Statutes) most meetings of the Evaluation Team will be exempt from the public meetings requirements (section 286.0113, Florida Statutes). See Paragraph 5 below.

b) Procurement Representative: The Procurement Division representative or designee will attend the ITN opening, all Evaluation Team meeting(s), Oral Presentations, Scheduled Product Demonstrations, and Negotiation Meetings by serving as the facilitator to the selection process, not a voting member.

c) Reviewers: Reviewers are members of user departments who will attend the demonstrations, ask questions, and provide user feedback. Reviewers are not subject to Public Meetings as they do not have decision making authority regarding the products.

d) City Attorney: The City Attorney or designee may attend meetings as requested to provide legal advice.

2. Process:

a) Attendance:

Evaluation Team members will participate in public evaluation team meeting(s), and scheduled oral presentation(s)/interview(s). If a team member is unable to attend a scheduled meeting the meeting will be postponed until all present. In the event an Evaluation Team member is no longer able to serve on the Evaluation Team, a new member will be selected to continue the process.

b) Evaluation Criteria:

Each Bidder will be scored throughout the review process based on the criteria set out in the ITN. The evaluation criteria described below in descending order of importance will be the basis for evaluation in each Phase:

Functional Requirements (Section 4.1)
Technical Qualifications/ References (Section 4.2)
Qualifications above the minimum qualifications listed in (Section 3)

c) Phases of the Negotiation Process:

Pre-Evaluation – Procurement Representative will review the submittals to determine if the bid is responsive and if the bidder meets minimum qualifications in Sections 3.1 and 3.1.1. Evaluation Team will review the submittals to determine if the bidder meets minimum qualifications set forth in Section 3.1.2. Bids that are not responsive will not be considered, unless the Evaluation Team determines that the missing information is a minor irregularity. Bidders who do not meet the qualifications listed in Sections 3.1, 3.1.1., and 3.1.2 will not be considered.

Phase I - Written and Technical Evaluations: Scoring of Written and Technical Responses: All evaluators will complete the written and technical evaluations individually. The Evaluation Team will meet to review the written scores and the technical scores. Based on these discussions, scores may be adjusted. The written and technical scores will be combined and vendors will be ranked based on scores. A competitive range may be used to determine which vendors will move forward in the negotiation process and receive invitations to oral presentations. Maximum score for written evaluation is 100 points, maximum scores for technical evaluation is 100 points. During the scoring of initial responses and at subsequent meetings of the Evaluation Team, the Team will discuss the information to be obtained in the oral presentations and the types and lengths of presentations to be provided. In addition to the oral presentations, the Evaluation Team may send clarifying questions to each vendor as part of the negotiation process.

Phase II – Oral Presentations: Oral presentations will allow proposers to elaborate on what they originally proposed as well as give a high-level product demonstration. Oral presentations will then be scored and ranked individually by all evaluators using the City of Gainesville Professional & Other Services Evaluation Handbook. The Evaluation Team will meet and discuss; rankings may be adjusted at this time. This combined ranking will determine which vendors will receive an invitation to give product demonstrations.

Phase III – Product Demonstrations: Note: After Oral Presentations are finalized, proposers who are invited to continue the negotiation process will be required to provide a product demonstration. This may include providing electronic format demonstrations and videos or a live presentation to demonstrate each scenario the City will be viewing, or a combination of the two.

Evaluators and Reviewers will attend the live demonstration. Proposers should be prepared to respond to questions raised during the session. The live demonstration session is a Sunshine Meeting and will be open to the public. Reviewers will provide written critique. The City may then request electronic format demonstrations and videos as a follow up to the live demonstration.

Upon conclusion of the electronic and video demonstrations, the Evaluation Team members will meet to discuss the Reviewers critique. Proposers will be asked to respond to any additional clarifying questions in writing and may request additional video demonstrations. The Evaluation Team will then determine which vendors will proceed to negotiations.

Phase IV – Negotiations: The City reserves the right to conduct negotiations with one or more proposers concurrently. For concurrent negotiations, the Evaluation Team may negotiate simultaneously with one or more proposers until the Evaluation Team and the successful vendor reach a Best and Final Offer.

An outline of negotiation points for discussion may be provided to Firm(s) prior to the scheduled negotiation session(s).

All phases of the evaluation process are to be followed, unless otherwise approved by the Purchasing Manager.

3. Posting Intent to Award:

After negotiations have been completed, the official intent to award will be posted on the DemandStar website.

4. Commission Approval:

The Evaluation Team will submit the best and final offer to the City Commission for approval. City Commission may approve the award or require the Evaluation Team to continue negotiations.

5. Sunshine Law:

(a) All participants are advised that meetings of the Evaluation Team are subject to the Florida Sunshine Law, unless specifically exempted. Unless exempted, Evaluation Team meetings will:

Be publicly noticed as all other public meetings of the City Of Gainesville
Open and accessible to the public
Minutes will be taken of the meeting and promptly recorded

(b) Any portion of an Evaluation Team meeting at which:
A negotiation with a vendor is conducted
A vendor makes an oral presentation
A vendor answers questions
The Team discusses negotiation strategies are exempt from the public meeting requirement. Exempt meetings will be recorded.

The recording of, and any records presented at the exempt meeting, are also exempt from the public records law until such time as the City provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies. For purposes of this Invitation to Negotiate, the recordings, and any records presented at the exempt meetings, will be available within 30 days after the notice of an intended decision or 30 days after the City receives its Best and Final Offer (see Phase IV above) whichever is sooner.

Evaluators will not discuss the proposals in writing or verbally unless the meetings are noticed pursuant to paragraph (a) above or recorded pursuant to paragraph (b) above.

6. No Lobbying:

The City strictly adheres to an anti-lobbying policy. Bidders who lobby a city employee, agent or Official during the bid process will be disqualified and removed from the selection process.

Exhibit B - QUALIFIED LOCAL SMALL BUSINESS UNAVAILABILITY FORM

This form will assist you in meeting your Good Faith Efforts requirements. *Please TYPE or PRINT legibly. Use additional sheets as necessary.*

***Note:** Keep all relevant documentation that verifies opportunities were provided to Qualified Local Small Businesses. If it is not evident that your firm made Good Faith Efforts to maximize the Qualified Local Small Businesses, you will be asked to submit documentation.

BUSINESS RESPONSES: **1** -Did not bid in response to the invitation; **2** -Submitted a bid which was not the low responsible bid; **3** - Please specify other.

Qualified Local Small Business Name	Business Phone Number	Description of Work/Material Sought	Response of Business (1, 2 or 3)	Notes:
None			1	

The undersigned representative of the prime contractor confirms that the above Qualified Local Small Businesses were invited to participate as subcontractors and/or materials suppliers in the prime contractor's the bid/proposal for the City of Gainesville. Bidding/Proposing Company: CherryRoad Technologies Inc. Form Completed By: Stephen Lange Title: President & COO Signature: Date: 07/03/2018

CITY OF GAINESVILLE

Exhibit D - DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

CherryRoad Technologies Inc. does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty of nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United State or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Respondent's Signature

07/02/2018

Date

CITY OF GAINESVILLE

Exhibit E - AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under the penalty of perjury:

(1) That I am the respondent (if the respondent is an individual), a partner of the respondent (if the respondent is a partnership), or an officer or employee of the bidding corporation with authority to sign on its behalf (if the respondent is a corporation);

(2) That the attached proposal or proposals have been arrived at by the respondent independently, and have been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition.

(3) That the contents of the bid or bids have not been communicated by the respondent or its employees or agents to any person not an employee or agent of the respondent or its surety on any bond furnished with the bid or bids; and

(4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed: _____

Firm Name: CherryRoad Technologies Inc.

Subscribed and sworn to before me this 2nd day of July 20 18

Barbara M. Robinson

Notary Public

My Commission expires April 1, 2023.

Respondent's E.I. Number: 20-5084389

(Number used on Employer's Quarterly Federal tax return)

Exhibit F - DEBARRED AND SUSPENDED RESPONDENTS

Breach of Contract

1. Scope.

This policy prescribes policies and procedures relating to:

(a) the debarment of respondents for cause;

(b) the suspension of respondents for cause under prescribed conditions;

and,

(c) the rejection of bids, revocation of acceptance and termination of contracts for cause.

It is directly applicable to the advertised and negotiated purchases and contracts, for equipment and services of the City.

2. General.

Debarment and suspension are measures which may be invoked by the City either to exclude or to disqualify respondents and contractors from participation in City contracting or subcontracting. These measures should be used for the purpose of protecting the interests of the City and not for punishment. To assure the City the benefits to be derived from the full and free competition of interested respondents, these measures should not be instituted for any time longer than deemed necessary to protect the interests of the City, and should preclude awards only for the probably duration of the period of non-responsibility.

2.1 Definitions.

(a) "Debarment" means, in general, an exclusion from City contracting and subcontracting for a reasonable, specified period of time commensurate with the seriousness of the offense, improper conduct or the inadequacy of performance.

(b) "Suspension" means a disqualification from City contracting and subcontracting for a temporary period of time because a concern or individual is suspected upon adequate evidence (See Section 6) of engaging in criminal, fraudulent, improper conduct or inadequate performance.

(c) A "debarment list" or "debarred bidders list" means a list of names of concerns or individuals against whom any or all of the measures referred to in this policy have been invoked.

(d) "Bidders" means, wherever the term is used in this policy, an offerors bidding pursuant to an invitation for bids or a request for proposals.

(e) "Affiliates" means business concerns which are affiliates of each other when either directly or indirectly one concern or individual controls or has the power to control another, or when a third party controls or has the power to control both.

(f) "Business operations" means commercial or industrial activity engaged in regularly and continuously over a period of time for the purpose of receiving pecuniary benefit or otherwise accomplishing an objective. "Business operations" constitute and are equivalent to "carrying on business", "engaged in business", "doing business".

3. Establishment and Maintenance of a List of Concerns or Individuals Debarred or Suspended.

(a) The Procurement Department shall establish and maintain on the basis contained in Sections 6 and 6.1, a consolidated list of concerns and individuals to whom contracts will not be awarded and from whom bids or proposals will not be solicited.

(b) The list shall show as a minimum the following information:

(1) the names of those concerns or individuals debarred or suspended (in alphabetical order) with appropriate cross-reference where more than one name is involved in a single action;

(2) the basis of authority for each action;

(3) the extent of restrictions imposed; and,

(4) the termination date for each debarred or suspended listing.

(c) The list shall be kept current by issuance of notices of additions and deletions.

4. Treatment to be Accorded Firms or Individuals Debarred or Suspended

Firms or individuals listed by the Purchasing Department as debarred or suspended shall be treated as follows.

(a) Total restrictions. A contract shall not be awarded to a concern or individual that is listed on the basis of a Section 5(a)(1), (2) or (3) felony "conviction", or to any concern, corporation, partnership, or association in which the listed concern or individual has actual control or a material interest; nor shall bids or proposals be solicited therefrom. However, when it is determined essential in the public interest by the City Commission, an exception may be made with respect to a particular procurement action where the individual or concern is effectively the sole source of supply or it is an emergency purchase.

(b) Restrictions on subcontracting. If a concern or individual listed on the debarred and suspended bidders list is proposed as a subcontractor, the Purchasing Department shall decline to approve subcontracting with that firm or individual in any instance in which consent is required of the City before the subcontract is made, unless it is determined by the City to grant approval City Commission essential to public interest and the individual or concern is effectively the sole source of supply or it is an emergency purchase.

5. Causes and Conditions Applicable to Determination of Debarment.

Subject to the following conditions, the Department of Management and Financial Services is authorized to debar a firm or individual in the public interest for any of the following causes occurring with ten (10) years of debarment.

(a) Causes

(1) "Conviction" for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract, or subcontract thereunder, or in the performance of such contract or subcontract.

(2) "Convictions" of embezzlement, theft, forgery, issuance of worthless checks, bribery, falsification or destruction of records, perjury, or receiving stolen property where the conviction is based upon conduct which arose out of, or was related to, business operations of the respondent.

(3) "Conviction" for bid-rigging activities arising out of the submission of bids or proposals.

(4) Violation of contract provisions, as set forth below, of a character which is regarded by the City to be so serious as to justify debarment action:

(i) willful failure to perform in accordance with the specifications or within the time limit provided in the contract;

(ii) a record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts. Failure to perform or unsatisfactory performance caused by acts beyond the control of the firm or individual as a Vendor shall not be considered to be a basis for debarment.

(5) Debarment by any other governmental agency.

(b) Conditions.

(1) Debarment for any of the causes set forth in this section shall be made only upon approval of the Department of Management and Financial Services.

(2) The existence of any of the causes set forth in (a) of this section does not necessarily require that a firm or individual be debarred except as provided in 4(a). In each instance, whether the offense or failure, or inadequacy of performance, be of criminal, fraudulent, or serious nature, the decision to debar shall only be made if supported by a preponderance of the credible evidence available. Likewise, all mitigating factors may be considered in determining the seriousness of the offense, failure, or inadequacy of performance, in deciding whether debarment is warranted. The actual or apparent authority of an involved individual, the present relationship of involved individuals with the respondent, the past performance of the individual or concern, and the relationship of the violation to the services or materials involved shall be considered.

(3) The existence of a cause set forth in (a)(1), (2), and (3) of this section shall be established by criminal "conviction" by a court of competent jurisdiction. In the event that an appeal taken from such conviction results in reversal of the "conviction", the debarment shall be removed upon the request of the respondent (unless other causes for debarment exists). for the purposes of this policy, the following shall have the same effect as a "conviction": pleading guilty or nolo contendere, or being found guilty by a jury or court of, the offense in question, regardless of whether probation is imposed and adjudication withheld.

(4) The existence of a cause set forth in (a)(4) and (5) of this section shall be established by a preponderance of credible evidence by the Department of Management and Financial Services.

(5) Debarment for the cause set forth in (a)(5) of this section (debarment by another agency) shall be proper if one of the causes for debarment set forth in (a)(1) through (4) of this section was the basis for debarment by the original debarring agency. Such debarment may be based entirely on the record of facts obtained by the original debarring agency, or upon a combination of such facts and additional facts.

5.1 Period of Debarment.

(a) Debarment of a firm or individual shall be for a reasonable, definitely stated period of time commensurate with the seriousness of the offense or the failure or inadequacy or performance. As a general rule, a period of debarment shall not exceed five (5) years. However, when partial or total debarment for an additional period is deemed necessary, notice of the proposed additional debarment shall be furnished to that concern or individual in accordance with Section 8.

(b) A debarment may be removed or the period thereof may be reduced by the City Manager upon the submission of an application supported by documentary evidence, setting forth appropriate grounds for the granting of relief; such as newly discovered material evidence, reversal of a conviction, bona fide change of ownership or management, or the elimination of the causes for which the debarment was imposed. The City Manager may request additional information, shall consider all relevant facts, and shall render a decision within twenty (20) days of receipt of the application unless a longer period is warranted under the circumstances.

6. Suspension of Respondents.

(a) Suspension is a drastic action and, as such, shall not be based upon an unsupported accusation. In assessing whether evidence exists for invoking a suspension, consideration should be given to the amount of credible evidence which is available, to the existence or absence of corroboration as to important allegations, as well as to the inferences which may properly be drawn from the existence or absence of affirmative facts. This assessment should include an examination of basic documents, such as contracts, inspection reports, and correspondence. In making a determination to suspend, the Department of Management and Financial Services shall consider the factors set forth in Section 5(b)(2). A suspension may be modified by the City Manager as described in Section 5.1(b).

6.1 Causes and Conditions Under Which the City May Suspend Contractors

(a) The Department of Management and Financial Services may, in the interest of the City, suspend a firm or individual when the firm or individual is suspected, upon credible evidence, of having committed one or more the following act(s) within three (3) years of the date of suspension:

(1) Commission of fraud or a criminal offense as an incident to obtaining, attempting to obtain, or in the performance of a public contract;

(2) Violation of statutes concerning bid-rigging activities out of the submission of bids and proposals; and,

(3) Commission of embezzlement, theft, forgery, issuance of worthless checks, bribery, falsification, or destruction of records, perjury, receiving stolen property. Commission of any other offense indicating a lack of business integrity or business honesty which seriously and directly affects the question of present responsibility as a City contractor.

6.2 Period of Suspension.

(a) All suspension shall be for temporary period pending the completion of an investigation and such legal proceedings as may ensue. In the event that prosecution has not been initiated within twelve (12) months form the date of the suspension, the suspension shall be terminated. Upon removal of suspension, consideration may be given to debarment in accordance with Section 5 of this policy.

7. Scope of Debarment or Suspension.

(a) A debarment or suspension may include all known affiliates of a concern or individual.

(b) Each decision to include a known affiliate within the scope of a proposed debarment or suspension is to be made on a case-by-case basis, after giving due regard to actual or apparent authority of the controlling concern or individual and similarity of the services provided by the affiliate to those provided by the debarred individual or concern.

(c) The criminal, fraudulent, or seriously improper conduct of an individual may be imputed to the business concern with which he is connected, where such impropriety was accomplished within the course of his official duty or apparent authority, or was effected by him with the knowledge and approval of that concern. When the individual was an officer of the concern, knowledge and approval may be presumed. Likewise, where a concern is involved in criminal, fraudulent, or seriously improper conduct, any individual who was involved in the commission of the impropriety may be debarred or suspended.

8. Notice of Debarment of Suspension.

When the Department of Management and Financial Services seeks to debar or suspend a concern or individual (or any affiliate thereof) for cause, it shall furnish that party with a written notice:

(1) stating that debarment or suspension is being considered;

(2) setting forth the reasons for the proposed action;

(3) indicating that such party will be afforded an opportunity for a hearing if he so requests one within ten (10) days; and,

(4) indicating that such party may make a written response in accordance with Section 9 (a).

9. Response to Notice of Debarment or Suspension.

(a) In lieu of requesting a hearing within the prescribed ten (10) day period, the party may, within said ten (10) day period, notify the City of its intent to provide a written reply and submit written evidence to contest the debarment or suspension. Such written evidence must be submitted within twenty (20) days after receipt of the notice of proposed debarment or suspension in order for it to be considered.

(b) Whatever response is received to the notice of intent to debar or suspend, such will be considered in determining whether debarment or suspension action will be made. Where a reply is received to the notice of intent to debar or to suspend, and evidence to refute such action is furnished but no hearing is requested, the information furnished will be considered in determining the action to be taken.

(c) If a hearing is requested, it shall be conducted by the City Manager. The hearing will be held at a location convenient to the City as determined by the City Manager and on a date and at a time stated. An opportunity shall be afforded to the firm or individual to appear with witnesses and counsel, to present facts or circumstances showing cause why such firm or individual should not be debarred or suspended. The proceeding shall be of an informal nature as determined by the City Manager. After consideration of the facts, the City Manager shall notify the firm or individual of the final decision.

(d) If no response is made to the notice of debarment or suspension within the first ten (10) day period, the decision of the Department of Management and Financial Services shall be deemed final and the party so notified.

10. Rejection of Bids, Breach of Contract.

(a) Previously solicited and/or accepted bids may be rejected or acceptance revoked prior to beginning of performance upon discovery by the City that the respondent or its affiliates have committed any act which would have been cause for debarment.

(b) If after a contract is awarded and performance has been begun the City discovers that the respondent or its affiliates have committed any act prior to award or acceptance which would have been cause for debarment had it been discovered prior to solicitation or acceptance, the City may consider such to be a material breach of the contract and such shall constitute cause for termination of the contract.

(c) If after bids have been solicited and/or accepted or after a contract is awarded and performance begun, the City discovers that the respondent or its affiliates committed any act prior to award or acceptance which would have been cause for disbarment or suspension had it been discovered prior to solicitation or acceptance, the City may require additional satisfactory assurances that such act(s) have not occurred and that the contract can and will be faithfully performed. If additional assurances are requested and are not satisfactory or if the respondent or its affiliates fail to immediately cooperate with all reasonable requests, including requests for information reasonably calculated to lead to the discovery of relevant evidence, then such may be considered a material breach of the contract and such shall constitute cause for termination of the contract.

CITY OF GAINESVILLE

CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Primary Participant (potential contractor for a major third-party contract), CherryRoad Technologies Inc. certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission or any of the offenses enumerated in paragraph (2) of this certification; and

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(If the primary participant (potentially third-party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification).

THE PRIMARY PARTICIPANT (POTENTIAL CONTRACTOR FOR A MAJOR THIRD-PARTY CONTRACT), CherryRoad Technologies Inc., CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTION 3801 ET. SEQ. ARE APPLICABLE THERETO.

Jeremy Gulban, CEO

Signature and Title of Authorized Official

Attachment A: Exceptions to 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 Contract and delineate the implementation services that CherryRoad would provide. 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 Contract Terms v.1 (the "CSA"). Thus, CherryRoad takes a blanket exception to all terms in 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 Contract between CITY and CherryRoad.

Specific Exceptions to the RFP

3.1.1 – Pursuant to CherryRoad's letter submitted with its proposal, CherryRoad has bonding capability up to $250,000. However, 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. We have successfully negotiated alternative terms that have been acceptable to past clients in place of performance bonds.

Exhibit 6 – Draft Contract Terms and Conditions

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

1.2 Termination. – CherryRoad requests clarification.

1.3 Termination for Default. – CherryRoad requests 30 days' notice of all terminations and payment for all services performed 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.

CherryRoad believes that it should have the right to temporarily stop work and ultimately terminate the Contract in the event that CITY fails to perform its obligations under the Contract and does not cure the breach within thirty (30) days.

1.5 Determination of Willful Conduct – CherryRoad requests clarification of this section.

1.6 Automatic Termination – CherryRoad will agree to automatic termination upon notice if it is adjudicated as bankrupt.

1.8 Intellectual Property, Confidentiality, and Non-Disclosure

a. Work for Hire and Assignment and b. Consultant Pre-existing Intellectual Property – All terms regarding software and cloud services will be governed by the CSA.

CherryRoad will agree to grant CITY either ownership rights to or a perpetual, non-assignable license to use all work product produced by CherryRoad under the Contract; 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 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

CherryRoad requests clarification of the City System.

CherryRoad will execute all reasonable necessary documents and performs all acts as reasonably necessary for assignment.

CherryRoad's employees cannot execute Exhibit 7. CherryRoad's employees already contractually assign the intellectual property and work product created at CherryRoad to CherryRoad. CherryRoad in turn assigns such intellectual property to the client in accordance with the terms herein.

c. Indemnification and d. – All terms regarding software and cloud services will be governed by the CSA.

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

The indemnification obligation for infringement shall not be applicable to the extent the infringement is attributable to the acts or omissions of CITY including, without limitation, materials, specifications, or products provided by CITY, modifications made by CITY to any of the products or services delivered by CherryRoad or if CITY uses the products or the services in a manner not intended by the Contract.

CherryRoad requests clarification of ITN, Section V.B.4.

1.10 Payment – CherryRoad anticipates developing a detailed mutually agreed upon SOW reflecting revisions to this proposal that would be included as part of the Contract. The SOW would replace any specific descriptions of the payment terms identified in RFP.

The CITY may reasonably withhold any payment due under this Contract to CherryRoad for the purpose of setoff but only to the extent of the amount in dispute. If the CITY withholds more than the amount for the disputed work, then CherryRoad may suspend its performance until such amount is paid.

1.11 Acceptance of Delivery – CherryRoad would anticipate developing a detailed mutually agreed upon SOW reflecting revisions to this proposal that would be included as part of the Contract and would replace any specific descriptions of the services, payment terms, and acceptance criteria identified in RFP.

CherryRoad shall correct all defects in the services or work identified by CITY provided that the defective services or work are not caused by any inappropriate, improper, or unforeseen usage of the work or services by CITY.

If the defect 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 cannot agree to a refund as a warranty remedy because doing so would prevent it from recognizing any revenue for the services performed.

To the extent that CherryRoad cannot correct any defects and the CITY hires a third party, CherryRoad will be responsible for all reasonable additional costs.

1.12 Prompt Payment Assurance – CherryRoad requests clarification of the term "Material Supplier." CherryRoad requests clarification that it shall make payment to its subcontractors within 10 days of receipt of payment by CITY unless there is a good faith dispute. CherryRoad cannot agree to any penalty amounts.

1.14 Records/Audit – CherryRoad requests that any audit be done during normal business hours with reasonable advance notice. Only documents pertaining to this Contract shall be reviewed and CherryRoad requests that the documents be maintained as confidential.

1.15 Public Records Law – CherryRoad requests clarification of this section. CherryRoad will agree to the indemnification for third party actions to the extent that CherryRoad directed the CITY to protect its confidential information from disclosure in that instance.

1.17 Data Security and Breach – All terms regarding software and cloud services are governed by the CSA.

1.18 Security Breach Procedures – All terms regarding software and cloud services are governed by the CSA.

1.19 Representations and Warranties of Consultant – 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 Contract 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 defects to CherryRoad in writing within the warranty period. CherryRoad shall correct all defects in the services or work identified 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 defect is related to a software issue beyond the control of CherryRoad, CherryRoad shall work in good faith with Oracle to resolve.

a. All Services performed shall be provided in accordance with and shall conform in all material respects to any specifications and requirements set forth in this Contract.

d. CherryRoad requests clarification of this provision.

1.20 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES BY CITY – CherryRoad requests that this provision be mutual, as is industry standard.

1.21 LIMITATION OF LIABILITY – CherryRoad requests that this provision be mutual, as is industry standard.

1.22 Dispute Resolution – CherryRoad requests clarification of Section 7.13.

1.24 Entire Agreement; Amendment
b. Third-party Beneficiaries – The CSA's terms and conditions make Oracle a third party beneficiary of the CSA.

f. Survival – CherryRoad requests to revisit once the Contract has been negotiated.

g. Assignment – CherryRoad requests that any written consent not be unreasonably withheld. CherryRoad cannot agree that any reassignment or removal of personnel shall be deemed an assignment. Any termination shall be in accordance with the terms and conditions in the Contract. CherryRoad requests written notice of any assignment by the CITY.

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

Exhibit 7 – Draft Assignment of Intellectual Property

CherryRoad's employees cannot execute Exhibit 7. CherryRoad's employees already contractually assign the intellectual property and work product created at CherryRoad to CherryRoad. CherryRoad in turn assigns such intellectual property to the client in accordance with the terms herein.

CherryRoad requests the inclusion of the following provisions which have not been addressed in the RFP:

- CherryRoad requests the inclusion of a non-solicitation provision.
- CherryRoad requests the inclusion of a force majeure provision.

Attachment B: Sample Agreements

The following agreements would be part of any Oracle Cloud purchase and implementation:

- CherryRoad/Oracle Cloud Services Agreement
- Cloud Implementation Service 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. Neither Oracle nor CherryRoad Technologies Inc. ("CherryRoad") is responsible for any harm caused by Your Users, including individuals who were not authorized to have access to the Services but who were able to gain access because usernames, passwords or accounts were not terminated on a timely basis in Your local identity management infrastructure or Your local computers. You are responsible for all activities that occur under Your and Your Users' usernames, passwords or accounts or as a result of Your or Your Users' access to the Services and agree to notify Oracle immediately of any unauthorized use. You agree to make every reasonable effort to prevent unauthorized third parties from accessing the Services.

6.2 You shall not use or permit use of the Services, including by uploading, emailing, posting, publishing or otherwise transmitting any material, including Your Content, Your Applications and Third Party Content, for any purpose that may (a) menace or harass any person or cause damage or injury to any person or property, (b) involve the publication of any material that is false, defamatory, harassing or obscene, (c) violate privacy rights or promote bigotry, racism, hatred or harm, (d) constitute unsolicited bulk e-mail, "junk mail", "spam" or chain letters; (e) constitute an infringement of intellectual property or other proprietary rights, or (f) otherwise violate applicable laws, ordinances or regulations. In addition to any other rights afforded to Oracle under this Agreement, Oracle reserves the right, but has no obligation, to take remedial action if any material violates the restrictions in the foregoing sentence (the "Acceptable Use Policy"), including the removal or disablement of access to such material. Oracle shall have no liability to You in the event that Oracle takes such action. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of Your Content and Your Applications. To the extent not prohibited by law, You agree to defend and indemnify Oracle and CherryRoad against any claim arising out of a violation of Your obligations under this section.

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

7. TRIAL USE AND PILOT CLOUD SERVICES

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

7.2 Oracle may make available "production pilots" for certain Cloud Services under this Agreement. Production pilots ordered by You are described in the Service Specifications applicable to Your order and are provided solely for You to evaluate and test Cloud Services for Your internal business

purposes. You may be required to order certain professional services as a prerequisite to an order for a production pilot.

8. SERVICES PERIOD; END OF SERVICES

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

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

8.3 Oracle may temporarily suspend Your password, account, and access to or use of the Services if You or Your Users violate any provision within the 'Rights Granted,' 'Ownership and Restrictions,' 'Fees and Taxes,' 'Use of the Services,' or 'Export' sections of this Agreement, or if in Oracle's reasonable judgment, the Services or any component thereof are about to suffer a significant threat to security or functionality. Oracle will provide advance notice to You of any such suspension in Oracle's reasonable discretion based on the nature of the circumstances giving rise to the suspension. Oracle will use reasonable efforts to re-establish the affected Services promptly after Oracle determines, in its reasonable discretion, that the situation giving rise to the suspension has been cured; however, during any suspension period, Oracle will make available to You Your Content and Your Applications as existing in the Services Environment on the date of suspension. Oracle may terminate the Services under an order if any of the foregoing causes of suspension is not cured within 30 days after Oracle's initial notice thereof. Any suspension or termination by Oracle under this paragraph shall not excuse You from Your obligation to make payment(s) under this Agreement.

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

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

9. NONDISCLOSURE

9.1 By virtue of this Agreement, both parties, and Oracle, may have access to information that is confidential to one another ("Confidential Information"). Both parties, and Oracle, agree to disclose only information that is required for the performance of obligations under this Agreement. Confidential information shall be limited to 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 and CherryRoad warrant that Oracle will perform Cloud Services in all material respects as described in the Service Specifications. If the Services provided to You were not performed as warranted, You must promptly provide written notice to Oracle that describes the deficiency in the Services (including, as applicable, the service request number notifying Oracle of the deficiency in the Services).

11.2 ORACLE AND CHERRYROAD DO NOT GUARANTEE THAT (A) THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT ORACLE WILL CORRECT ALL SERVICES ERRORS, (B) THE SERVICES WILL OPERATE IN COMBINATION WITH YOUR CONTENT OR YOUR APPLICATIONS, OR WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS, SERVICES OR DATA NOT PROVIDED BY ORACLE, AND (C) THE SERVICES WILL MEET YOUR REQUIREMENTS, SPECIFICATIONS OR EXPECTATIONS. YOU ACKNOWLEDGE THAT NEITHER ORACLE NOR CHERRYROAD CONTROLS THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. NEITHER ORACLE NOR CHERRYROAD IS RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. NEITHER ORACLE NOR CHERRYROAD IS RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT, YOUR APPLICATIONS OR THIRD PARTY CONTENT.

11.3 FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND ORACLE'S AND CHERRYROAD'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF ORACLE CANNOT

SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND CHERRYROAD WILL REFUND TO YOU, THE FEES FOR THE TERMINATED SERVICES THAT YOU PAID TO CHERRYROAD FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION.

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

12. LIMITATION OF LIABILITY

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

13. INDEMNIFICATION

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

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

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

and the terms of the third party license do not allow Oracle to terminate the license, then Oracle may, upon 30 days prior written notice, end the Services associated with such Material and refund to CherryRoad Technologies, and CherryRoad Technologies Inc. will in turn refund to You any unused, prepaid fees for such Services.

13.3 The Provider will not indemnify the Recipient if the Recipient (a) alters the Material or uses it outside the scope of use identified in the Provider's user or program documentation or Service Specifications, (b) uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was made available to the Recipient, or (c) continues to use the applicable Material after the end of the license to use that Material. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, service, data, hardware or material not furnished by the Provider. Neither Oracle nor CherryRoad will indemnify You for any portion of an infringement claim that is based upon the combination of any Material with any products or Services not provided by Oracle. Oracle and CherryRoad will not indemnify You to the extent that an infringement claim is based on Third Party Content or any Material from a third party portal or other external source that is accessible or made available to You within or by the Services (e.g., a social media post from a third party blog or forum, a third party Web page accessed via a hyperlink, marketing data from third party data providers, etc.). Oracle and CherryRoad will not indemnify You for infringement caused by Your actions against any third party if the Services as delivered to You and used in accordance with the terms of this Agreement would not otherwise infringe any third party intellectual property rights. Oracle and CherryRoad will not indemnify You for any intellectual property infringement claim(s) known to You at the time Services rights are obtained.

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

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

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

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

14.3 You acknowledge that: (i) the nature, type, quality and availability of Third Party Content may change at any time during the Services Period, and (ii) features of the Services that interoperate with third parties such as Facebook™, YouTube™ and Twitter™, etc. (each, a "Third Party Service"), depend on the continuing availability of such third parties' respective application programming interfaces (APIs) for use with the Services. Oracle may update, change or modify the Services under this Agreement as a result of a change in, or unavailability of, such Third Party Content, Third Party

Services or APIs. If any third party ceases to make its Third Party Content or APIs available on reasonable terms for the Services, as determined by Oracle in its sole discretion, Oracle may cease providing access to the affected Third Party Content or Third Party Services without any liability to You. Any changes to Third Party Content, Third Party Services or APIs, including their availability or unavailability, during the Services Period does not affect Your obligations under this Agreement or the applicable order, and You will not be entitled to any refund, credit or other compensation due to any such changes.

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

15. SERVICES TOOLS AND ANCILLARY SOFTWARE

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

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

16. SERVICE ANALYSES

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

17. EXPORT

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

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

18. FORCE MAJEURE

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

19. GOVERNING LAW AND JURISDICTION

This Agreement is governed by the substantive and procedural laws of the State of California and You and Oracle agree to submit to the exclusive jurisdiction of, and venue in, the courts of 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. The parties shall provide notice to each other as set forth in Section 16 of the Services Agreement.

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

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

21. ASSIGNMENT

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

22. OTHER

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

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

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

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

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

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

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

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

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

23. ENTIRE AGREEMENT

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

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

24. CLOUD SERVICES EFFECTIVE DATE

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

CLIENT

Authorized
Signature:_____

Name:_____

Title: _____

Signature Date: _____

Agreement No.: _____

CHERRYROAD TECHNOLOGIES INC.

Authorized
Signature:_____

Name: _____

Title: _____

Signature Date: _____

CherryRoad technologies

SERVICES AGREEMENT

THIS AGREEMENT made the ____day of _____, 2018, 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:

W I T N E S S E T H:

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

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

1. **Scope of Services:** The Statement of Work, attached as Exhibit A and incorporated as part of this Agreement, shall define the scope of services ("Services") provided by Consultant for this engagement. Client acknowledges that the performance of the Services under this Agreement will be an interdependent effort with employees and agents from both Consultant and Client working together to perform the Services. Both parties agree to fully cooperate with each other in the performance of the Services and to meet the obligations assigned to each party in Exhibit A. Each party shall be responsible for the acts and omissions of its own employees and agents.

2. **Payment Terms:** A schedule of deliverables and progress payments has been defined based on the pricing outlined in Exhibit A to this Agreement. Exhibit A explicitly overrides any pricing and payment schedules referenced in Consultant's original proposal and in the Client's RFP. Consultant will invoice Client for its Services as identified in Exhibit A. 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 Statement of Work; 2) the terms and conditions set forth in this Agreement.

4. **Work Stoppage:** In the event Client fails to pay Consultant for work successfully completed in accordance with the terms of this Agreement, or if Client fails to meet its obligations identified in Exhibit A of this Agreement Consultant may temporarily cease any and all work under this Agreement ("Work Stoppage"), provided Consultant gives Client at least ten (10) calendar days' notice and Client fails to cure within such ten (10) calendar days. In such event, if the period of time for such Work Stoppage is more than ten (10) calendar days, Consultant shall have the right to terminate for cause. In the event Client cures by making full payment after the Work Stoppage and/or demonstrates to

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

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

5. **New Services:** For a period extending 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 by any inappropriate, improper or unforeseen usage of the Work or Services by the Client unless such actions are taken at the direction of the Consultant. If the deficiency is related to a software issue beyond the control of Consultant, Consultant shall work in good faith with Oracle to resolve the situation or develop a work around solution that materially meets the Client's requirements as set forth in the Statement of Work.

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

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

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

   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:** CLIENT TO INSERT ITS 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:** CLIENT TO INSERT ITS RECORD KEEPING/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 County Board Chairman. If either of the representatives at this level concludes, after a good faith attempt to resolve the Disputed Matter, that amicable resolution through continued negotiation does not appear likely, then, the parties agree to try in good faith to settle the Disputed Matter by mediation under the Commercial Mediation Rules of the American Arbitration Association. No formal proceedings for the judicial resolution of such Disputed Matter, except for the seeking of equitable or injunctive relief, may begin until this dispute resolution procedure is completed. If any such Disputed Matter cannot be settled by mutual agreement as described hereinabove, the parties may decide to enter into binding arbitration or seek legal or equitable remedies.

15. **Non-Discrimination:** Consultant agrees that it will not discriminate against any person(s) because of age, ancestry, race, color, creed, marital status, political affiliation, religion, disability, national origin, citizenship, sex, or sexual orientation.

16. **Notice:** Any notice hereunder by one party to the other party shall be given in writing by personal delivery, facsimile, regular mail, overnight mail, or certified mail with proper postage, to the party at the address designated in this Agreement. Any notice shall be effective on the date it is received by the addressee. Either party may change its address for notice purposes by giving the other party notice of such change in accordance with this paragraph.

Notices shall be addressed as follows:

CLIENT:

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 THE IMPLEMENTATION SERVICES UNDER THIS AGREEMENT SHALL BE LIMITED TO ALL FEES AND EXPENSES PAID BY CLIENT TO CONSULTANT UNDER THIS AGREEMENT. ANY LIABILITY INCURRED BY CONSULTANT IN CONNECTION WITH CLOUD SERVICES SHALL BE LIMITED TO THE TOTAL AMOUNTS ACTUALLY PAID TO CONSULTANT FOR THE CLOUD SERVICES UNDER THE ORDER GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY LESS ANY REFUNDS OR CREDITS RECEIVED UNDER SUCH ORDER.

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

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

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

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

27. **Term of Agreement:** 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 and the Cloud Services Ordering Document shall govern any Cloud Services ordered by Client through CherryRoad. The CherryRoad CSA terms and conditions shall take precedence in the event of a conflict with the terms and conditions of this Agreement including any exhibits. Consultant may amend the CherryRoad CSA at any time which shall be incorporated herein. Consultant shall invoice Client for Cloud Services in accordance with the CherryRoad CSA and Cloud Services Ordering Document, and Client agrees to remit payment to Consultant for submitted invoices within thirty (30) days of receipt of invoice. Any additional Cloud Services that Client wishes to purchase shall be incorporated into an amendment to this Agreement.

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

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

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

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

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

Agreed to by:

CHERRYROAD TECHNOLOGIES INC.	**CLIENT**
(Signature)	(Signature)
(Name & Title)	(Name & Title)
(Date)	(Date)

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