File No. _____15053I_____   Committee Item No. ___11___

                                  Board Item No. _____21_____

COMMITTEE/BOARD OF SUPERVISORS

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Committee: Budget & Finance Sub-Committee   Date June 10, 2015

Board of Supervisors Meeting   Date 6/16/15

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Completed by: Linda Wong   Date June 5, 2015

Completed by: Linda Wong   Date 6/11/15

945

1   [Contracts - Oracle America, Inc., and Accenture, LLP - Controller's Financial System Project
      - Not to Exceed $27,792,116 and $23,068,777]

2

3   **Resolution authorizing the Office of the Controller to enter into two contracts: a**

4   **software license and maintenance agreement with Oracle America, Inc., for a one-year**

5   **term, with nine options to extend the contract for up to one year each, in an amount not**

6   **to exceed $27,792,116; and a professional services agreement with Accenture, LLP, for**

7   **a two-year term, with one option to extend the contract for up to one year, in an amount**

8   **not to exceed $23,068,777; with both contracts to commence upon Board and Mayoral**

9   **approval, to implement and configure a comprehensive, fully-integrated Enterprise**

10   **Resource Planning System, including all services related to delivery, installation,**

11   **integration, customization, data conversion, training, documentation, deployments,**

12   **and project management, to replace the obsolete Financial Accounting and**

13   **Management Information System currently in use.**

14

15   WHEREAS, Charter, Section 9.118(b), requires the Board of Supervisors to approve

16   by resolution contracts estimated to exceed $10,000,000; and

17   WHEREAS, The Controller has conducted a Request-for-Proposal process for

18   development of the new Enterprise Resource Planning (ERP) System, including all services

19   related to delivery, installation, integration, customization, data conversion, training,

20   documentation, deployments, and project management, to replace the obsolete Financial

21   Accounting and Management Information System (FAMIS) currently in use; and

22   WHEREAS, The Controller proposes to award two contracts as follows:

23   **(1) Oracle Software License and Maintenance Agreement:** For a one-year term,

24   with nine options to extend the contract for up to one year each, with an initial commercial

25   off-the-shelf (COTS) software license and support fees purchase, a contingency for

1 | additional COTS software license and support fees, and including an optional technical

2 | support / maintenance services renewal, through the completion of the ninth option to

3 | extend, calculated at a total not-to-exceed sum of $27,792,116; and

4 | **(2) Accenture Professional Services Agreement:** For a two-year term, with one

5 | option to extend the contract for up to one year, at a not-to-exceed contract sum of

6 | $23,068,777 which includes a 20% contingency amount, to implement and configure the

7 | COTS software into a comprehensive, fully-integrated ERP System; and

8 | WHEREAS, The Board of Supervisors intends for the new ERP System to apply and

9 | be adopted City-wide to (1) enable consistent adoption and application of policies and

10 | procedures across City departments, (2) optimize the delivery of City government services,

11 | (3) enable the City to optimize resources and make better-informed decisions, (4) facilitate

12 | open and transparent City government operations and (5) reduce the amount of redundant

13 | systems and processes at the City; and

14 | WHEREAS, The referenced contracts include price-holds, perpetual and unlimited

15 | software licenses, and/or other terms sufficient to permit such broad application; and

16 | WHEREAS, The two contracts in substantially final form are on file with the Clerk of

17 | the Board of Supervisors in File No. ⎯150531⎯; now, therefore, be it

18 | RESOLVED, That the Board of Supervisors authorizes the Purchaser and the

19 | Controller to execute the two contracts for the new ERP System, with the terms described

20 | above, to commence following enactment of this Resolution, with options to extend the

21 | contracts at the discretion of the Controller as provided herein; and, be it

22 | FURTHER RESOLVED, That within 30 days of the contracts being fully executed by

23 | all parties, the Purchaser and the Controller shall provide the final contracts to the Clerk of

24 | the Board for inclusion into the official file.

25 |

| Item 11 | Department: |
| File 15-0531 | Controller's Office (Controller) |

EXECUTIVE SUMMARY

Legislative Objectives

- The proposed resolution would approve two contracts: (1) a software license and maintenance agreement with Oracle America, Inc. in an amount not to exceed $27,792,116 and (2) a professional services contract with Accenture LLP in an amount not to exceed $23,068,777, for a combined not to exceed amount of $50,860,893 in order to replace the City's financial system.

Key Points

- The City's current financial system, FAMIS, is 25 years old and needs to be replaced.

- On April 21, 2015, the Board of Supervisors approved the City's Five Year Information and Communication Technology Plan for FY 2016 – 2020 (File 15-0223), which recommends funding the proposed replacement of FAMIS.

- The Controller's Office received three bids and is now recommending awarding two contracts to Oracle and Accenture.

- The contract with Oracle would extend for one year, beginning July 1, 2015, and include nine optional one-year extensions, for a total of ten years. The software licenses in the proposed Oracle contract continue in perpetuity. The professional services contract with Accenture would extend for 27 months, from July 1, 2015 through September 30, 2017, and include one optional one-year extension.

Fiscal Impact

- The total City budget for the FY 2015-16 and FY 2016-17 for the FAMIS replacement is $58,578,196. This includes the cost of City employees, office lease and other real estate costs, and the cost of the proposed contracts over that period.

- The Controller's Office allocated 200 points or 10 percent of the total 2,000 possible points for the cost portion of the bidders' proposals. The Accenture/Oracle bid at $26,987,556 was $10,289,328 or 61.6% more than the $16,698,228 for the second place bidder, CGI. The significant difference in cost is attributable to the higher hourly rates in the Oracle/Accenture bid and the additional 40,718 work hours in the proposed Accenture/Oracle bid relative to the CGI bid.

Recommendation

- Approve the proposed resolution. While the Accenture/Oracle bid cost was $10,289,328 or 61.6% more than the second place bidder, and the total cost for both contracts was subsequently negotiated to include additional software and technical support for a total not to exceed $50,860,893, the Controller's Office went through a competitive process and, in their professional judgment, the proposed contracts represent the best option to replace the City's financial system.

MANDATE STATEMENT / BACKGROUND

Mandate Statement

City Charter Section 9.118(b) states that contracts entered into by a department, board or commission that (1) have a term of ten years or more, (2) require expenditures of $10 million or more, or (3) require a modification with a $500,000 impact or more is subject to Board of Supervisors approval.

Background

For 25 years, the City's financing and accounting information system (FAMIS) has been the City's official system for accounting, budgeting, purchasing, and financial reporting. The Controller's Office assessed the City's need for a modern financial management system and issued a request for proposals to replace FAMIS in October 2014. The Controller's Office received three bids and is now recommending awarding a contract based on the joint bid from Oracle and Accenture. See Fiscal Impact Section for details of the bid.

The Accenture/Oracle bid proposes to replace FAMIS with an Enterprise Resource Planning System (ERP System) by (1) licensing and maintaining Oracle's PeopleSoft and Business Intelligence software and (2) entering into a professional consulting services contract with Accenture LLP to help manage the ERP System's implementation, including data migration from FAMIS, customizing the system to the City's needs, and training staff to use the new system.

PeopleSoft and Business Intelligence Software

Oracle's PeopleSoft is a suite of software designed to manage an enterprise's human resources and financial data. Currently, the City uses PeopleSoft to manage human resource data. The proposed contract with Oracle would purchase licenses for PeopleSoft's financial suite of software programs, including Purchasing/Supply Chain Management. According to bid materials provided by the Controller's Office, PeopleSoft met 98 percent of the City's request for proposal requirements for replacing FAMIS. In addition, the proposed contract would license business intelligence software from Oracle designed to provide integrated reporting capabilities to the new financial system.

Accenture Implementation

According to materials provided by the Controller's Office, Accenture is a technology and management consulting firm that has implemented 200 similar ERP Systems for US public sector organizations, including the State of California, Caltrans, Alameda County, and Riverside County.

ERP System

According to Mr. Mike Dearman, Project Director at the Controller's Office, an ERP System is a fully integrated suite of programs designed to manage business processes. The proposed ERP System will include financial, purchasing and supply chain management and business intelligence, and integrated reporting functions.

Mr. Dearman notes that the Controller is seeking to replace FAMIS because it is a legacy system that can no longer be upgraded or supported. Further, many City departments have supplemented FAMIS with other financial and management applications, which have resulted in non-standardized and duplicative financial data systems across City departments. The proposed new ERP System will integrate these various financial applications into one streamlined financial and administrative system for the City.

On April 21, 2015, the Board of Supervisors approved the City's Five Year Information and Communication Technology Plan (ICT Plan) for FY 2016 – 2020 (File 15-0223), which recommends funding the proposed replacement of FAMIS.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve two contracts: (1) a software license and maintenance agreement with Oracle America, Inc. in an amount not to exceed $27,792,116 and (2) a professional services contract with Accenture LLP in an amount not to exceed $23,068,777, for a combined not to exceed amount of $50,860,893 in order to replace the FAMIS system.

The contract with Oracle would extend for one year, beginning July 1, 2015, and include nine optional one-year extensions, for a total of ten years, after which the City would need to renegotiate with Oracle regarding the terms of continuing to provide technical support for the software. The software licenses in the proposed Oracle contract continue in perpetuity. The professional services contract with Accenture would extend for 27 months, from July 1, 2015 through September 30, 2017, and include one optional one-year extension. If the proposed resolution is approved by the Board of Supervisors, for both the Oracle and Accenture contracts, the options to extend would not be subject to Board of Supervisors' approval.

The implementation of the ERP System is scheduled to take place over the next two fiscal years, in FY 2015-16 and FY 2016-17, with the ERP System scheduled to be fully implemented on July 1, 2017. As stated above, the City has the option to renew the Accenture contract for one additional year and the Oracle contract for up to nine additional years. The timeline for the implementation of the ERP System is shown below in Table 1.

Table 1: Timeline for ERP System Implementation

Project Phase	Schedule
Project Team Training	July, 2015
Business Process Analysis	August, 2015 – October, 2015
Plan/Analyze/Design Phase	October, 2015 – May, 2016
Build Phase	June, 2016 – October, 2016
Test Phase	November, 2016 – March, 2017
Change Management	June, 2016 – March, 2017
End User Training	July, 2016 – June, 2017
Deployment Phase	April, 2017 – June, 2017
Release	**July 1, 2017**
Post Release Support	July, 2017 – September 2017

The City and Accenture will jointly implement the ERP System with City staff in the Controller's Office completing approximately 50% of the work. Accenture will provide up to 44.6 FTEs and will, according to the draft contract, "staff with additional resources to complete the responsibilities as outlined in the statement of work." Accenture's staff will work in the Controller's Office and be co-located at 1155 Market on the 6th Floor with the City's Project Team.[1]

The City will provide 39 FTEs to work on the implementation, which includes no new FTE positions as all 39 authorized positions were approved in FY 2014-15; these positions are annualized in the Controller's proposed budget for FY 2015-16. According to Mr. Dearman, of the 39 authorized City staff expected to work on the system's implementation, at this time, 28 FTEs are assumed to be filled using permanent exempt recruitments to meet the two-year project implementation timing and 11 FTEs are assumed to be permanent ongoing positions. The Accenture/Oracle, CGI and Phoenix/SAP proposals were all based on an assumption of 39 FTE City staff positions.

FISCAL IMPACT

Table 2 below shows the City's budget of $58,578,196 for the ERP System and its implementation for fiscal years 2015-16 and 2016-17, including City staff as well as the proposed contracts with Oracle and Accenture. The Oracle contract budgeted amount of $12,614,814 is less than the proposed not to exceed amount of $27,792,116 because the proposed Oracle contract cost has nine options to extend, whereas the amounts shown in Table 2, are for the next two fiscal years only.

Table 2: City Budget for the ERP System, FY 2015-16 & 2016-17

Item	Amount in FY 15-16 & 16-17
Salaries and Fringe Benefits	$12,556,029
Overhead	1,118,439
Accenture contract	23,068,777
Oracle contract	12,614,814
Other professional services[1]	2,347,697
Materials, supplies, and hardware purchases[2]	2,191,510
Real estate expenses[3]	3,827,802
Other City expenses[4]	853,128
Total	**$58,578,196**

Source: Controller's Office

[1] This includes training for City employees and professional services to document existing system interfaces, project scoping, RFP consulting services, and independently verifying the success of the ERP System.

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[1] The lease for 1155 Market Street was approved by the Board of Supervisors in November 2012 (File 12-1048).

[2] This includes $2 million of data serves, related operating software, and installation to support the new ERP System.

[3] This includes $2,028,003 for office rent and $1,564,118 for renovation and furniture costs to house the implementation team at 1155 Market Street.

[4] This includes of $833,849 pass-through and allocation charges to the Department of Technology and other work order charges.

Source of Funding

Of the total $58,578,196 in City funding for the ERP System in FY 2015-16 and FY 2016-17, $20,602,729 (35%) would be funded through work orders to Enterprise Departments and self-supporting departments, $4,223,258 (7%) would come from work orders from General Fund supported Departments, and $33,752,209 (58%) would come directly from the General Fund.

Tables 3 and 4 below show the breakdown of the each of the proposed contract's budgets.

Table 3: Oracle Contract Budget

Item	Not to Exceed Amount
Total License Fees	$8,228,842
Total Support Fees Year 1	1,645,769
Total Support Fees Years 2-10	15,319,011
Subtotal License and Support Fees	**$25,193,622**
10% Contingency for License Fees	822,885
10.5% Contingency for Support Fees, Years 1-10	1,775,609
Subtotal Contingency	**$2,598,494**
Total License and Support Fees	**$27,792,116**

Source: Controller's Office

As stated above, the license fees for Oracle's PeopleSoft and Business Intelligence software suites are in perpetuity and have a one-time cost of $8,228,842, with a ten percent contingency of $822,885.[2] The balance of the Oracle contract budget is for software support services,[3] which are $1,645,769 for the first year of the contract and $1,702,112 on average per year thereafter ($15,319,011 divided by nine years), to the extent that the City exercises its option to renew the proposed Oracle contract. There is an approximate 10.5% contingency totaling $1,775,609 to cover any additional costs of support fees over the ten year period. As shown in Table 3 above, if the City exercises all nine year options to renew, and uses all the contingencies, the maximum ten-year cost for the proposed Oracle contract would be $27,792,116.

[2] License fees have a contingency budget in case the City needs to purchase additional licenses. The City has negotiated a two year price hold on the cost of additional licenses.

[3] Software support service fees are calculated as 20% of the net license fees for initial purchase and 22% for additional purchases. The services include upgrades, maintenance and technical support. According to Mr. Dearman, the project technical team would be the most likely group to request support services.

Table 4: Accenture Contract Budget

Item	FY15-16	FY16-17	FY17-18	Total Not to Exceed Amount
System Implementation Services	$8,139,183	$9,640,739	$1,027,392	$18,807,314
20% Contingency	1,627,837	1,928,148	205,478	3,761,463
Subtotal System Implementation	**$9,767,020**	**$11,568,887**	**$1,232,871**	**$22,568,777**
Software License	500,000			500,000
Total	**$10,267,019**	**$11,568,887**	**$1,232,871**	**$23,068,777**

Source: Controller's Office

Table 4 above shows the breakdown of the budget for the proposed contract with Accenture to implement the ERP System. The Accenture contract includes a one-time cost of $500,000 in fiscal year 2015-16 to license implementation software from Accenture in perpetuity. In addition, the City expects to expend $9,767,020 and $11,568,887 in fiscal years 2015-16 and 2016-17, respectively, on Accenture's consulting services to assist in implementing the ERP System, including a 20 percent contingency for additional unexpected costs.[4] Costs in fiscal year 2017-18 are estimated at $1,232,871 because the Accenture contract only extends for three months for post release support, from July through September 2017. However, as stated above, the City has the option to renew for one additional year after the contract's expiration on September 30, 2017. The optional one-year extension under the Accenture contract would not increase the total not-to-exceed $23,068,777 contract amount.

Bid Responses

As shown below in Table 5, the Controller's Office received three responses and the Accenture/Oracle bid scored 1,724 points, the highest based on a total 2,000 possible points.

Table 5: Results of FAMIS Replacement Bid[1]

	Accenture/Oracle	CGI	Phoenix/SAP
Stage 1	900	904	862
Stage 2	824	792	682
Total points	1724	1696	1544

Source: Controller's Office

[1] Scores are out of a total possible 2,000 points

The Controller's Office allocated 200 points or 10 percent of the total 2,000 possible points for the cost portion of the bidders' proposals. Table 6 below shows the proposed cost submitted by each of the three bidders. As shown in Table 6, the Accenture/Oracle bid at $26,987,556 was $10,289,328 or 61.6% more than the $16,698,228 for the second place bidder, CGI. The

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[4] Charges to the contingency would require a change order per the terms of the proposed contract and would be based on hourly rates which range from $40 per hour for offshore developers to $365 per hour for the Project Director. Hourly rates in the Accenture contract average $170 per hour, weighted by FTE.

significant difference in cost is attributable to the higher hourly rates in the Oracle/Accenture bid and the additional 40,718 work hours in the proposed Accenture/Oracle bid relative to the CGI bid.

Table 6: Proposed Project Costs and Hours

	Accenture/Oracle	CGI	Phoenix/SAP
Cost	$26,987,556	$16,698,228	$15,901,934
Hours	110,558	69,840	63,000

Source: Controller's Office

As shown in Table 6 above, costs in the proposed bid by Accenture/Oracle represents $2,366,085 of software costs, $22,568,777 of implementation costs, and $2,052,694 of software maintenance costs for five years, totaling $26,987,556. After the bid was awarded to Accenture/Oracle, the City negotiated an additional five years of software maintenance and additional software, raising the cost of the contracts to a not to exceed amount of $50,860,893 in the two proposed contracts, which includes optional contract extensions of up to one year for Accenture and up to nine additional years for Oracle.

In summary, the proposed Accenture/Oracle bid cost was 61.6% more than the second place bidder. However, the Controller's Office weighted the cost criteria to be only ten percent of the total bid package, such that the higher resource allocation of the Accenture/Oracle bid was preferred. Mr. Todd Rydstrom, Deputy Controller advises that based on the proposals evaluated, including specific demonstrations by each of the proposing firms for the City's evaluation panel, the Accenture/Oracle approach and staffing hours was commensurate with the expected workloads, outreach, training and change management anticipated for 50+ City & County departments, including all financial accounting, purchasing, contracts, projects, grants, inventory management, payables, receivables, reporting and analytics.

RECOMMENDATION

Approve the proposed resolution. While the Accenture/Oracle bid cost was $10,289,328 or 61.6% more than the second place bidder, and the total cost for both contracts was subsequently negotiated to include additional software and technical support for a total not to exceed $50,860,893, the Controller's Office went through a competitive process and, in their professional judgment, the proposed contracts represent the best option to replace the City's financial system.

CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF THE CONTROLLER

Ben Rosenfield
Controller

Todd Rydstrom
Deputy Controller

May 15, 2015

Angela Calvillo, Clerk of the Board
Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689

Dear Ms. Calvillo:

Attached please find an original and two copies of a proposed resolution for Board of Supervisors approval, which would authorize the Office of the Controller to enter into two contracts: (1) a software license and maintenance agreement with Oracle America, Inc. for $27,792,116 for a one-year term, with nine options to extend the contract for one year each; and (2) a professional services agreement with Accenture LLP for $23,068,777 for a two-year term, with one option to extend the contract for up to one year.

These contracts would allow the Office of the Controller's Financial System Project to implement and configure a comprehensive, fully-integrated Enterprise Resource Planning (ERP) System to replace the City's Financial Accounting and Management Information System (FAMIS) currently in use, pursuant to Charter, Section 9.118(b).

The following is a list of accompanying documents (three sets):
- Resolution
- Accenture LLP Contract
- Oracle America, Inc. Contract
- Form SFEC-126 for Accenture LLP & Oracle America, Inc.

The Financial System Project will follow an accelerated two year schedule, beginning in July, 2015 and concluding in September, 2017, with a crucial system go-live date at the start of the FY18 fiscal year in July, 2017. Given the importance of time to the project, we would like to request that the 30-day hold period be waived, and that the Resolution be referred and scheduled with the Budget Committee in early June.

Please contact me with any questions. You may also direct questions to the Financial System Project Director, Mike Dearman at (415) 558-7848.

Best Regards,

Ben Rosenfield
Controller

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City and County of San Francisco
Office of Contract Administration
Purchasing Division
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4685

Agreement between the City and County of San Francisco and

ACCENTURE LLP

This Agreement is made this 1st day of July 2015, in the City and County of San Francisco, State of California, by and between: Contractor LLP, 560 Mission St., Suite 1200, San Francisco CA 94105 , hereinafter referred to as "Contractor," or "Contractor" and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "City," acting by and through its Director of the Office of Contract Administration or the Director's designated agent, hereinafter referred to as "Purchasing" (collectively, "the Parties").

Recitals

WHEREAS, the Office of the Controller "Controller" ("Department") wishes to procure Financial Management System integrator professional services; and,

WHEREAS, a Request for Proposal ("RFP") was issued on October 24, 2014, and City selected Contractor as the highest qualified scorer pursuant to the RFP; and

WHEREAS, Contractor represents and warrants that it is qualified to perform the services required by City as set forth under this Contract; and,

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number 40963-14/15 on April 20, 2015

Now, THEREFORE, the Parties agree as follows:

DEFINITIONS

       Where any word or phrase defined below, or a pronoun used in place hereof, is used in any part of this Agreement or the System Specifications, it shall have the meaning herein set forth.

Acceptance	Written notice from the City's Project Director to Contractor that the configured and integrated Licensed Software, Programs, any special phase of the Project, or any Deliverable meets the requirements of this Agreement in accordance with the Acceptance Criteria section of Appendix A, SOW.
Acceptance Test	The procedures and performance standards required for Acceptance by City of the configured and integrated Licensed Software Programs as defined herein. These procedures and performance standards are set forth for each phase of Programs development in the Acceptance Test Plan section of Appendix A, SOW.

Acceptance Window	The time period specified in the Acceptance Test Plan section of Appendix A, SOW following completion of Deliverables during which Contractor must secure Acceptance of the completed Deliverables from City, pursuant to the terms of Appendix A, SOW.
Agreement	This document and any attached Appendices and Exhibits, including any City-reviewed and approved specifications, and future written and executed Amendments.
Asset License Agreement for Accenture Enterprise Services for Government ("AESG")	The limited purpose agreement attached hereto as Appendix D, granting City a limited non-transferable, non-exclusive license to install and use the AESG tool for the duration of the Project for purposes of implementing and configuring the System, only. The terms of Appendix D apply to the AESG tool, only. Under no circumstances shall any portion of Appendix D in conflict with the main Agreement take precedence over any other portion of the Agreement.
Authorization; Authorization Document	This Agreement, a Blanket Purchase Order, Contract Order, or Purchase Order of the City, properly executed by the Controller's Office and Purchasing, and certified by the Controller for the specific funding of this Agreement or any modification thereof.
Change Order	A written instrument signed by both Parties that modifies this Agreement through an adjustment to one or more of the following: (i) the Project Schedule, (ii) the Statement of Work, (iii) the Acceptance Criteria, or (iv) other requirements specified in this Agreement.
City	The City and County of San Francisco, a municipal corporation.
City's Project Director	The individual specified by the City pursuant to Section 5 hereof, as the Project Director authorized to administer this Agreement on the City's behalf.
Contractor's Project Director	The individual specified by Contractor pursuant to Section 5 hereof, as the Project Director authorized to administer this Agreement on Contractor's behalf.
Commercial Off the Shelf Software (COTS)	Computer software, hardware, technology, or computer products, which are ready-made and available for sale, lease, or license to the general public.
Controller	The Controller of the City and County of San Francisco.
Critical Milestones	Those milestones specified in the Project Schedule section of Appendix A, SOW, after which liquidated damages as specifically set forth in Section 24 below apply for failure to perform in accordance with this Agreement.

Data Conversion Plan	The formal plan to be prepared by Contractor with City support that identifies the data conversion elements: schedule, information, personnel, and any other items agreed upon as integral to the conversion of existing systems data to the configured databases by the City's Project Director and the Contractor's Project Director.
Defective Work	Work that: (i) is unsatisfactory, faulty, or deficient, arising from non-compliance with the written requirements of this agreement (ii) does not conform to the Statement of Work, (iii) does not meet the requirements of any inspection, test, or approval referred to in the Acceptance Criteria, or (iv) does not meet or exceed the requirements specified in this Agreement.
Deliverables	Those items described and itemized in the Appendices, which items Contractor commits to provide to City on the dates specified in the Project Schedule section of Appendix A, SOW, and as further defined in Section 30.
Design Specification	The written design specification to be prepared by Contractor to implement the Functional Requirements. The Design Specifications shall include descriptions of the Programs to be configured and integrated hereunder together with descriptions of the hardware and software environment in which such configured and integrated Programs may be operated and the files or databases, if any, with which such configured and integrated Programs shall function.
Documentation	The technical publications relating to the use of the Program, such as reference, installation, administrative and programmer manuals, provided by Contractor to City.
Errors, Defects and Malfunctions ("Defect")	A deviation between the function of the Programs and the Programs' Documentation furnished by Contractor, or a failure of the Programs which degrades the use of the Programs. An Error is a reproducible defect or combination of defects in the Programs that results in a failure of the Programs to function substantially in accordance with the Specifications when the Programs are used in accordance with Contractor's instructions (including, without limitation, the applicable Documentation). A reproducible defect is a defect that Contractor can reproduce using the most recent version of the Programs, as delivered by the Contractor to City, in accordance with the terms of the Agreement and the terms set forth herein.
Final Acceptance	The date on which the City delivers to Contractor the Final Acceptance Certificate.
Final Acceptance Certificate	The City's final written acceptance of the Programs and Services to be provided under this Agreement.
Fix	Repair or replacement of source, object or executable code in the Licensed Software or Programs to remedy a Defect.

Functional Requirements	The written description of City's requirements prepared by the City and attached hereto as both the Technical Requirements, Performance Specifications and the Functional Requirements for this Agreement in Appendix A, SOW. Such description shall form the basis for the Design Specifications as defined herein.
Interface Specification	The written technical specification that defines the data exchange between the System and other systems.
Licensed Software	One or more of the proprietary computer software programs licensed by City, all related materials, Documentation, all corrections, patches, fixes, updates, modifications or Upgrades thereto, and other written information received by City, whether in machine-readable or printed form. The Authorization Document may identify more than one software product or more than one copy of any product.
Object Code	Machine readable compiled form of Licensed Software provided by Contractor.
Patch	Temporary repair or replacement of code in the Licensed Software to remedy an Error, Defect or Malfunction. Patches may be made permanent and released in Subsequent Releases of the Licensed Software.
Performance Requirements	The description of the minimum Programs characteristics and performance which must be achieved by the Functional Requirements. Such description is set forth in Appendix A, SOW.
Production	The use of the System in a normal, daily, and primary operational mode with live data, and end-user interaction, and as a legal identification toolset supporting the City's processing.
Programs	The Licensed Software and other components that can be configured and integrated by the Contractor, in accordance with Appendix A, SOW and delivered to the City, in the form of executable code providing fully compatible communication with the Licensed Software engine, to operate on the Equipment for purposes of accomplishing the functional capabilities set forth in Program Specifications, Appendix A, SOW.
Project	The planned undertaking of the Financial Management System procured under this Agreement.
Project Schedule	The schedule for Contractor's completion of all phases of Work, and the Critical Milestones associated with such completion, as specified in Appendix A, SOW.
Review Period	The time period specified in Appendix A, SOW during which City shall review the completed Work and give notice to Contractor of its acceptance or rejection of the completed Deliverables.
Specifications	The functional, technical and operational characteristics of the System as described in Appendix A, SOW.

Statement of Work ("SOW")	The mutually agreed to document describing the Services to be provided by Contractor under this Agreement, including the description of Services, pricing, list of Deliverables, timeline, roles and responsibilities and such other matters agreed to by the City and Contractor.
System	The configured and integrated Programs.
System Cutover	The point at which the City approves Contractor's initiation of the System, or a phase of the Project, to a production status and the City may terminate use of the current software system in use.
Warranty Period	A period commencing with System Go Live during which reported Defect(s) are corrected without charge in accordance with the provisions of Section 32 below.
Work or Services	The configuration, implementation, assembly, installation, optimization, and integration as specifically set forth in this Agreement, whether completed or partially completed, including all labor, materials, and services provided, or to be provided by Contractor to fulfill Contractor's obligations hereunder. This term, therefore, constitutes all of the requirements, set specifically set forth herein, for providing the System and all services under this Agreement to the City.

Except to the extent otherwise specifically set forth herein, whenever the words "as directed," "as required," "as permitted," or words of like effect are used, it shall be understood as the direction, requirement, or permission of the Controller's Office. The words "sufficient," "necessary," or "proper," and the like, mean sufficient, necessary or proper in the judgment of the Controller's Office, unless otherwise specifically set forth herein.

1. **Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation.** This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year, except for Services previously provided and accepted in accordance with the terms of this Agreement, if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Except with respect to Services previously provided and accepted in accordance with the terms of this Agreement, Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

      THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

2.   Term of the Agreement. Subject to Section 1, the term of this Agreement shall be from **July 1, 2015** to **September 30, 2017** with one (1) option to extend for one (1) year.

3.   Effective Date of Agreement. This Agreement shall become effective when the Controller has certified to the availability of funds and Contractor has been notified in writing.

4.   Services Contractor Agrees to Perform. The Contractor agrees to perform the services provided for in Appendix A, "SOW" attached hereto and incorporated by reference as though fully set forth herein.

5.   Project Administration

   a.   **Project Schedule.** The Project Schedule is set forth in Appendix A, SOW and may be amended by mutual written agreement pursuant to Section 5.i. between City and Contractor.

      1)   **Delays.** To prevent slippage in the completion of the project, Contractor and City agree that if such slippage occurs, both Parties will take all steps necessary steps to bring Project back on schedule.

      2)   **Time is of the Essence.** The Parties agree that time is of the essence, and that the System will be developed and implemented in accordance with each parties' responsibilities in this Agreement and the Project Schedule

      3)   **Critical Milestones.** Contractor acknowledges and understands that the Project Schedule contains certain time-sensitive Critical Milestones that must be attained by certain dates; otherwise, the City will suffer financial harm. Milestones that are Critical Milestones are so indicated in the Project Schedule. Notwithstanding the City's ability to assess liquidated damages, as set forth in Section 24 below, for Contractor's sole failure to meet any Critical Milestone, the time period for achieving Acceptance shall not exceed the mutually defined and agreed to time period, as included in the Project Schedule. Contractor's failure to achieve Final Acceptance of the System in accordance with the Project Schedule will be cause for termination of this Agreement, in accordance with Section 26 (c) below, and the City shall be entitled to a full refund of any amounts paid to Contractor under this Agreement for the portion(s) of the Deliverables that are not Accepted due to the sole fault of Contractor.

   b.   **Project Directors.** Contractor and City shall each designate a Project Director, who shall be accessible by telephone throughout the duration of the Agreement and shall be available 9 a.m. to 5 p.m. Monday through Friday, excluding City-designated holidays. These hours may be adjusted by mutual agreement of City and Contractor.

      The City's Project Director will be authorized to make binding decisions for the City regarding this Agreement and will: (1) review all specifications, technical materials and other documents submitted by Contractor, request necessary corrections, and approve such documents; (2) provide requested City information and data and assume responsibility on the adequacy of the same; (3) advise Contractor of City's requirements; and (4) upon request provide access to City's staff, facility and hardware. City's Project Director shall have the right to manage and direct any aspect of the Project as may be necessary, in his or her opinion, to safeguard the interest of the City. City's Project Director shall communicate all of his or her concerns to Contractor's Project Director. In the event Contractor believes that any direction being given by City's Project Director shall impair the performance of the Project or any phase thereof, Contractor shall promptly inform the City's Project Director of its concern. Except as

specifically provided under this Agreement, City's Project Director's management of the Project shall not relieve Contractor of any obligations or liabilities set forth in this Agreement and the Appendices or Exhibits thereto.

Throughout the term of this Agreement, whenever the Contractor's Project Director is not on site, he or she must be available by phone or e-mail. Whenever the Contractor's Project Director will be unavoidably absent or otherwise unavailable by phone or e-mail for more than eight hours, then a substitute Project Director must be designated to respond to telephone calls and e-mails from the City. Contractor shall use its commercially reasonable efforts to maintain the same Project Director until Final Acceptance of the Programs.

Contractor's Project Director: Chris Hetzel
Suite 1600
201 East Fourth Street
Cincinnati, OH 45202
(513) 455-1114
michael.c.hetzel@accenture.com

City's Project Director: Mike Dearman
Office of the Controller
1155 Market Street, 6th Floor
San Francisco, CA 94103
(415) 558-7848
mike.dearman@sfgov.org

c.   **Changing Project Directors.** The City and Contractor shall use their commercially reasonable efforts to maintain the same Project Director until Final Acceptance of the System. However, if a party needs to replace its Project Director, the party shall provide the other party written notice thereof at least forty-five (45) calendar days prior to the date the Project Director shall be replaced, if feasible under the circumstances. Such notice shall provide all the required information above. Notwithstanding the foregoing, the Parties have the right to appoint temporary Project Directors in connection with short term unavailability, sick leave or reasonable vacations. Parties shall notify each other in advance of any such temporary appointments. City may require Contractor to replace its Project Director, by giving Contractor notification thereof and City's objective reasons therefor.

d.   **Qualified Personnel/Staffing.** Work under this Agreement shall be performed only by competent personnel appropriately trained in technical skills to perform their duties under the supervision of, and in the employment of, Contractor. Contractor will use commercially reasonable efforts to comply with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. The personnel of each party, when on the premises of the other, shall comply with the security and other personnel regulations of the party on whose premises such individual is located.

e.   **Meetings.** From the commencement date of the Project until the Final Acceptance of the System, the Project Directors shall communicate at times and locations designated by City to discuss the progress of the Project. During the term of the Project, the

Project Directors shall communicate, as required by the City, to discuss any operational problems or defects that City has encountered. City shall have the right to call a meeting at any time by providing Contractor forty-eight (48) hours written notice thereof. Such notice shall provide the time, place and the purpose of the meeting. Contractor and City's Project team must be available to meet as often as is necessary to facilitate timely completion of the Project.

f.   **Progress Reports.** Contractor's Project Director shall provide progress reports, as requested by the City, to the City's Project Director, which summarizes overall project status, and which, lists meetings that are planned, problems encountered and issues to be resolved.

g.   **Inspection.** City's Project Director shall have the right to inspect at any time, all Work, Deliverables and materials to be provided for the Project, and the manufacture, assembly and installation of such Deliverables and materials. City's Project Director's inspection shall be based on compliance with the Agreement. City's Project Director's right to inspect all aspects of the Project shall not relieve Contractor of its obligation to furnish material and workmanship in accordance with this Agreement. City's Project Director shall reject nonconforming work by providing written notice of any Defects promptly after discovery.

1)   **Defects Post-Inspection.** Notwithstanding any previous inspection, acceptance, or payment by the City, any Work or Deliverables found to be in non-compliance with the Acceptance Criteria through the conclusion of the Warranty Period shall be repaired or replaced within a reasonable period of time by Contractor at its own cost and expense.

2)   **Special Testing Tools.** Contractor shall identify and/or furnish all tools, labor and material which Contractor deems necessary to inspect any Deliverables, Work or material. Unless purchased by the City, all testing tools shall remain the property of Contractor.

h.   **Right to Stop Work.** City's Project Director shall have the right to stop any Work on the Project if City, upon two (2) business days advance written notice, notifies Contractor of a material defect in the Work or Deliverables and after such notice, Contractor fails to promptly commence correction of any identified defects in the Work or Deliverables. All stop work orders from the City shall be in writing and signed by City's Project Director. City shall specifically state the cause for the order to stop work. Upon receiving a stop work order, Contractor shall promptly cease working on that portion of the Work specified in the order, until the cause for such order has been eliminated. City's right to stop any work on the Project shall not give rise to a duty on the part of the City to exercise this right for the benefit of Contractor or any other person or entity. In the event City's Project Director orders work to be stopped without proper justification, City shall reimburse Contractor for the actual and direct costs incurred by Contractor due to the delay. Furthermore, Contractor will be entitled to a time extension equal to the number of days delay City has caused due to the unjustified work stoppage. In no event will a stop work order extend beyond 30 days.

i.   **Change Orders.**

1)   **City Proposed Change Order:** The City may at any time by written order submit a Change Order to Contractor. Within ten (10) business days, unless otherwise agreed by the Parties, of receiving a proposed Change Order, Contractor shall submit to City a

written cost estimate, which shall include any adjustments to the Project price, the Project Schedule, the Statement of Work, the Acceptance Criteria or any other obligations of Contractor, as applicable.

2)   **Contractor Proposed Change Order:** Contractor may also propose a Change Order involving either additions, deletions, or revisions to the Statement of Work, or any obligations imposed upon the Parties under this Agreement. Contractor's proposed Change Order shall be in the form of a Request for Change (RFC) which shall explain, in writing, Contractor's basis for requesting the Change Order and the impact of the proposed Change Order on the Project Schedule, the cost of Work, the contract documents and Deliverables, and any other interdependent Work, including but not limited to, the Acceptance Criteria, training, documentation, performance, resources, data conversion, users, re-engineering tasks, and all other aspects of the Project, as provided in this Agreement.

3)   Any Change Order requiring a Project price adjustment that results in an overall increase to the not to exceed Project compensation (Section 9), shall be agreed to in writing by the Parties and executed in the same manner as this Agreement pursuant to Section 53 (Modification of Agreement).

4)   All Change Orders must be approved, in writing, by the Parties' Project Directors. Contractor shall not proceed with any work contemplated in any Change Order until it receives written notification to commence such work from City's Project Director.

5)   The City shall have authority to request minor changes in the Work not involving either an adjustment in the total contract sum or an extension of the time for completion of the Work. The City's Project Director and/or Contractor may waive a variation in the Work if, in his or her reasonable opinion, such variation does not materially change the Work or the System's performance.

j.   **City Facilities.** City will provide facilities or equipment for Contractor's use during the term of the Agreement and the conditions upon which access will be granted.

k.   **City Responsibilities.** City will perform those tasks and fulfill those responsibilities described in Appendix A, SOW in connection with Contractor's performance of the Services and provision of Deliverables and Programs. City understands that Contractor's performance is dependent on City's timely and complete performance of City Responsibilities, including decisions and approvals.

6.   **Statement of Work**

The contractor shall provide a comprehensive, integrated Enterprise Resource Planning (ERP) System specifically designed for government agencies, including all services related to delivery, installation, integration, customization, data conversion, training, documentation, deployment, and project management, as further set forth in the SOW.

The System shall be compatible with the City's existing system(s) as further set forth in the SOW, and must be able to support multiple interfaces for different business application and

technical environments. The proposed System must be compatible with the City's technical infrastructure and shall be implemented on premises.

In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any SOW, this Agreement shall control.

7. Documentation Delivery

The City may withhold its issuance of the notice of Final Acceptance until City receives the completed Documentation in accordance with Appendix A, SOW.

8. Existing Systems

a. **Due Care.** Contractor shall use its best efforts to protect all existing City property and shall be responsible for correcting any damage they may cause to any equipment, facility and structure to the condition prior to the time of damage.

b. **Interruption of Service.** Contractor shall use commercially reasonable efforts to avoid any unscheduled interruption of service of the existing systems during the course of installation, testing, maintenance or servicing of the Project. If service must be interrupted to install any part of the Project, Contractor shall schedule with the City's Project Director times when service may be interrupted. City's and Contractor's Project Directors must supervise all service interruptions. With any interruption of service, Contractor and appropriate City staff will fully restore the system and verify that the system is not degraded by the interruption.

9. Compensation; Retention.

a. **Compensation.** Compensation shall be made for those Deliverables accepted by the City in accordance with the Acceptance Criteria and Payment Schedule as set forth in Appendix A, SOW. In no event shall the amount of this Agreement exceed twenty three million, sixty eight thousand, seven hundred seventy seven dollars and no cents ($23,068,777.00). This not to exceed amount includes a twenty percent (20%) contingency amount of three million, seven hundred sixty one thousand, four hundred sixty three dollars and no cents ($3,761,463.00). The breakdown of the total compensation amounts associated with this Agreement appears in Appendix B, "Calculation of Charges." No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor in accordance with Appendix A, SOW.

b. **Payment.** City will make payments to Contractor within thirty (30) days of receipt of invoices for accepted Deliverables via electronic funds transfer. If there is a good faith dispute with regard to a portion of an invoice, City will provide notice and detail of the dispute prior to the invoice due date, and will pay the undisputed portion as provided in this Agreement. After written notice the City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

c. **LBE Subcontractor Progress Payments.** The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of CMD Progress Payment Forms. If a Progress Payment Form is not submitted with Contractor's invoice, the Controller will notify the department, the Director of CMD and Contractor of the omission. If Contractor's failure to provide a CMD Progress Payment Form is not explained to the Controller's satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until

the CMD Progress Payment Form is provided. Following City's payment of an invoice, Contractor has ten days to file an affidavit using CMD Payment Affidavit verifying that all subcontractors have been paid and specifying the amount.

        d.   **Retention.** To ensure that Contractor timely completes the work according to the schedule, and the requirements and specifications set forth in Appendix A, SOW, City shall retain a percentage of each progress payment made to Contractor as detailed in Appendix A, SOW. All monies held in retention shall be released to Contractor within 30 days of the City's written issuance of Final Acceptance of the Deliverables. Contractor acknowledges and agrees that the release of retention under this section shall not reduce the responsibilities or liabilities of the Contractor under the Agreement or applicable law.

10.   **Guaranteed Maximum Costs.** The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law. Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

11.   **Invoice Format.** Invoices furnished by Contractor under this Agreement must be in a form acceptable to the City, and must include a unique invoice number. All amounts paid by City to Contractor shall be subject to audit by City. Payment shall be made by City to Contractor as specified in the section entitled "Notices to the Parties."

12.   **Submitting False Claims; Monetary Penalties.** Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

13.   **Reserved (Disallowance)**

14.   **Taxes**

        a.   Payment of any applicable taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Agreement, or the services delivered pursuant hereto, shall be the obligation of Contractor. In the event of any unforeseen

future tax obligations the Contractor may invoice and the City may reimburse the Contractor for such taxes.

      b.   Contractor recognizes and understands that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

      1)   Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest;

      2)   Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

      3)   Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

      4)   Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

15. Payment Does Not Imply Acceptance of Work. The granting of any payment by City, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work, equipment, or materials, although the unsatisfactory character of such work, equipment or materials may not have been apparent or detected at the time such payment was made.

16. Qualified Personnel. Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to complete the project within the project schedule specified in this Agreement.

17. Responsibility for Equipment. City shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by City. Contractor accepts full responsibility for and agrees to exonerate, indemnify, defend and save harmless City from and against any and all claims for any damage or injury to the extent caused by Contractor's use, misuse or failure of such equipment.

18.   Independent Contractor; Payment of Taxes and Other Expenses

a.   **Independent Contractor.** Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any authorized agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within ten (10) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure and applicable law, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

b.   **Payment of Taxes and Other Expenses.** Should City, in its reasonable discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorney's fees, arising from this section.

19. Insurance

a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

 1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than $1,000,000 each accident, injury, or illness; and

 2) Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence and $2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; policy must not exclude Contractor's liability for Abuse and Molestation; and

 3) Commercial Automobile Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractor's Owned, Non-Owned and Hired auto coverage, as applicable.

 4) Professional Errors and Omissions Liability coverage with limits not less than $20,000,000.00 per claim and in the aggregate. The policy shall at a minimum cover Contractor's liability for errors and omissions in its professional services or lack of the requisite skill required for the performance of services defined in the contract and shall not contain any exclusions (or other coverage limitations) addressing the following risks:

 (a) Liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form;

 (b) Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and

 (c) Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to the City's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must provide:

 1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

 2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

c. Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

d.   Contractor shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in the "Notices to the Parties" section.

e.   Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

f.   Should the required Commercial General Liability insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

g.   Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

h.   Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

i.   Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

j.   If a subcontractor will be used to complete any portion of this agreement, the Contractor shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the Contractor listed as additional insureds.

20.   Reserved (Performance Bond)

21.   Indemnification.

a.   **General Indemnification:**   Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all third pary claims for loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Agreement, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement and except where such loss, damage, injury, liability or claim is the result of active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related third party costs that the City necessarily incurs.

In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless,

false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

There shall be no limitation on the ability of either party to bring an action arising from or relating to this Agreement except those set forth in California Law setting forth applicable statutes of limitation.

Contractor's indemnification obligation applies only if (i) Contractor is notified in writing of the claim promptly following City receiving the claim, (ii) City reasonably assist Contractor in obtaining information about the facts underlying the claim, and (iii) Contractor has sole control over resolution of the claim.

b.   **Infringement Indemnification.**   Contractor shall indemnify and hold City harmless from all third party claims, loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of United States patent rights existing at the time of delivery of the Deliverable, or any copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by City, or any of its officers or agents, of Services, Deliverables, and/or Programs supplied by Contractor in the performance of this Agreement. The obligation shall not be applicable to the extent that an infringement claim is based solely upon (i) the City's alteration or modification of the Services, Deliverables, and/or Programs delivered by the Contractor; (ii) if the City uses the Services, Deliverables, and/or Programs in a manner not intended by, or previously approved by Licensor or Contractor or (iii) the City's failure to use corrections or enhancements made available by Contractor.

If any Deliverable is, or in Contractor's opinion is likely to be, held to be infringing, Contractor will at its expense and subject to the approval of the City either: (i) procure the right for the City to continue using it, (ii) replace it with a noninfringing equivalent, (iii) modify it to make it noninfringing, or (iv) direct the return of the Deliverable and refund to City the fees paid for such Deliverable.

22.   Reserved

23.   Liability of Parties.

a. .   **City's Liability:**   CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 9 OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

b.   **Contractor's Liability:**   NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CONTRACTOR BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT. CONTRACTOR'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING UNDER THIS AGREEMENT FOR CONTRACTOR'S NEGLIGENCE SHALL BE CAPPED AT 1.5 TIMES THE TOTAL, NOT TO EXCEED AMOUNT FOR ALL SERVICES, DELIVERABLES, AND/OR PROGRAMS AND EXPENSES TO BE PAID UNDER THIS CONTRACT SET FORTH IN SECTION 9 OF THIS AGREEMENT AND ANY LIQUIDATED DAMAGES PAID BY CONTRACTOR SHALL BE INCLUDED IN THE CAP STATED ABOVE.

CONTRACTOR'S LIABILITY LIMIT SET FORTH HEREIN SHALL NOT APPLY TO (1) DAMAGES CAUSED BY CONTRACTOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (2) CONTRACTOR'S OBLIGATION TO INDEMNIFY AND DEFEND CITY PURSUANT TO GENERAL AND INFRINGEMENT INDEMNIFICATION HEREIN, (3) STATUTORY DAMAGES AWARDED AGAINST CONTRACTOR AS A RESULT OF ITS PERFORMANCE UNDER THIS AGREEMENT, AND (4) WRONGFUL DEATH CAUSED BY CONTRACTOR.

24. Liquidated Damages.

Contractor agrees that in the event the Services to be performed by Contractor are delayed beyond any Critical Milestone as provided in Appendix A, SOW, as the sole result of Contractor's failure to perform its obligations, the City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of ten thousand dollars ($10,000) per day for each calendar day of delay beyond each such Critical Milestone (not to be assessed cumulatively, i.e. not more than ten thousand dollars per day) is not a penalty, but is a reasonable estimate of the loss that City will incur based on the delay, established in light of the circumstances existing at the time this contract was awarded. The liquidated damages shall be capped at ten million dollars ($10,000,000). Prior to the assessment of liquidated damages the Parties will conduct a root cause analysis to ascertain the cause of the delay in meeting the applicable Critical Milestone. City may deduct a sum representing the liquidated damages from any money due to Contractor. Should Contractor bring the Project back on schedule and achieve a subsequent Critical Milestone, Contractor may request and the City may release any Liquidated Damages previously withheld.

25. Default; Remedies

a. Each of the following shall constitute an event of default ("Event of Default") under this Agreement:

1) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

12.	Submitting False Claims; Monetary Penalties.	35.	Assignment
14.	Taxes	42.	Drug-free workplace policy
19.	Insurance	58.	Compliance with laws
28.	Proprietary or confidential information of City and Contractor; Nondisclosure	62.	Protection of private information

2) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of thirty (30) days after written notice thereof from City to Contractor.

3) Contractor (a) is generally not paying its debts as they become due, (b) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (c) makes an assignment for the benefit of its creditors, (d) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property or (e) takes action for the purpose of any of the foregoing.

4)   A court or government authority enters an order (a) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (b) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (c) ordering the dissolution, winding-up or liquidation of Contractor.

b.   In the event the City identifies a potential unfulfilled contract obligation or a potential Event of Default it shall provide Contractor written notice with an opportunity to cure ("Notice of Potential Claim"). The cure duration shall be thirty (30) days from the date of the Notice of Potential Claim.

c.   Following the cure period set forth in the Notice of Potential Claim, the City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement, in accordance with Section 26. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all reasonable costs and expenses incurred by City in effecting such cure, subject to the cap on damages set forth in Section 23.

d.   All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy, except as specifically set forth in Section 23.

26.   Termination

a.   **Termination for Cause.** In the event Contractor fails to cure as set forth in the Notice of Potential Claim, City may terminate this Agreement by providing ten (10) days written notice to Contractor. No new work will be undertaken after the date of written notice of termination. In the event of such termination, Contractor will be paid for those services Accepted under this Agreement up to the date of termination. However, City shall have the right to offset from any amounts due to Contractor under this Agreement all damages, losses, costs or expenses incurred by City as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement, subject to the cap on damages set forth in Section 23. Any such offset by City will not constitute a waiver of any other remedies City may have against Contractor for financial injury or otherwise.

b.   **Termination for Convenience.** City may terminate this Agreement for City's convenience and without cause at any time. Termination shall be effective thirty (30) days after the date of the City's written notice of termination ("Termination Date"). In the event of such termination, Contractor will be paid for those services Accepted under this Agreement up to the Termination Date, including Retention, a pro-rated portion for Deliverables in progress, and expenses incurred by Contractor up to the Termination Date.

c.   **Obligations upon Termination.** Upon termination of this Agreement, Contractor will submit an invoice to City. Upon approval and payment of this invoice by City, City shall be under no further obligation to Contractor monetarily or otherwise.

d.   **Survival.** This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement:

12.	Submitting false claims	28.	Proprietary or confidential information of City and Contractor; Nondisclosure
14.	Taxes	30.	Ownership of Results
15.	Payment does not imply acceptance of work		
		33.	Audit and Inspection of Records
17.	Responsibility for equipment	53.	Modification of Agreement.
18.	Independent Contractor; Payment of Taxes and Other Expenses	54.	Dispute Resolution; Government Claims
19.	Insurance	55.	Agreement Made in California; Venue
21.	Indemnification	56.	Construction
22.	Incidental and Consequential Damages	57.	Entire Agreement
23.	Liability of the Parties	61.	Severability
		62.	Protection of private information

Subject to the immediately preceding sentence, upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City. This subsection shall survive termination of this Agreement.

27.   Conflict of Interest. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will promptly notify the City if it becomes aware of any such fact during the term of this Agreement.

28.   Proprietary or Confidential Information of City and Contractor; Nondisclosure.

a.   **Proprietary or Confidential Information of City and Contractor.** Contractor and City understand and agree that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor or City may have access to private or confidential information which may be owned or controlled by City or Contractor and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City or Contractor. Contractor and City agree that all such information disclosed by City to Contractor or Contractor to City shall be held in confidence and used only in performance of the Agreement. Contractor and City shall exercise the same standard of care to protect such information as a reasonably prudent contractor or City would use to protect its own proprietary data. The Statement of Work (Appendix A) shall set forth the protocols and obligations of each party regarding the access, use and protection of protected or regulated information. Each party agrees to comply with their respective obligations under this Agreement and applicable law with respect to the security and protection of all such information.

b.   **Nondisclosure.** Subject to the San Francisco Administrative Code §67.24(e) and to any state open records or freedom of information statutes, and any other applicable laws, the

Parties agree that they shall treat private or confidential information with the same degree of care as they treat like information of their own, which they do not wish to disclose to the public. The obligations of the Parties set forth above, however, shall not apply to information which is:

1) now or hereafter becomes publicly known;
2) disclosed to the City or Contractor by a third party which the City or Contractor have reason to believe is legally entitled to disclose such information;
3) known to the City or Contractor prior to the commencement of work;
4) developed by the City or Contractor independently of any disclosures made hereunder;
5) disclosed with the other Party's prior written consent;
6) disclosed by City or Contractor to a third party without similar restrictions.

29. Notices to the Parties. Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the Parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To City: City and County of San Francisco
Office of the Controller
1155 Market Street, 6th Floor
San Francisco, CA 94103
Attn. Lily Conover

To Contractor: Mark Noriega
Accenture LLP
1415 L Street, #700
Sacramento, CA 95814
Email: mark.noriega@accenture.com
Phone: (916) 599-1141

Send copy of written communications to:
General Counsel
Accenture LLP
161 N. Clark St – 23rd Floor;
Chicago IL 60601

Either party may change the address to which notice is to be sent by giving written notice thereof to the other party. If e-mail notification is used, the sender must specify a Receipt notice. Any notice of default must be sent by registered mail.

30. Ownership of Results.

a.   **Definitions.** As used in this Section:

(1)   the term "Materials" means work product and other materials, including without limitation, reports, documents, templates, studies, software programs in both source code and object code, specifications, business methods, tools, methodologies,

processes, techniques, solution construction aids, analytical frameworks, algorithms, know-how, processes, products, documentation, abstracts and summaries thereof;

      (2)   the term "Deliverables" means Materials that are originated and prepared for City by Contractor (either independently or in concert with City or third-parties) and delivered to City during the course of Contractor's performance of the Services under this Agreement, all as may be specified in an SOW. Deliverables will be comprised of Custom Components and/or Contractor Knowledge Capital;

      (3)   the term "Custom Components" means Materials that are originally developed by Contractor during the course of its performance of the Services and supplied as, or as part of, a Deliverable. Custom Components do not include Contractor Knowledge Capital; and

      (4)   the term "Contractor Knowledge Capital" means Materials existing prior to commencement of Contractor's performance of the relevant Services, or developed outside the scope of such Services, that are proprietary to Contractor or to third-parties, and all associated intellectual property rights and any enhancements and modifications to such Materials, whether or not such enhancements and modifications are developed as part of the Services.

b.   **License.** After acceptance of a Deliverable by the City, and pending final payment, Contractor hereby grants to City a revocable, nontransferable, non-exclusive unpaid right and license to use, copy, modify and prepare derivative works of such Deliverable for purposes of City's internal business only. Upon final payment, Contractor will grant, and hereby does grant, to City a perpetual, irrevocable, nontransferable, non-exclusive, fully paid-up, royalty-free right and license to use, copy, modify, display, prepare derivative works of and otherwise exploit the Deliverables, for purposes of City's internal business only. All licenses granted will be subject to any restrictions applicable to any third-party materials embodied in the Deliverables, provided however that any such restrictions are identified in writing by Contractor to the City upon delivery of the applicable Deliverable. To the extent any Deliverable contains Contractor Confidential Information, it will be subject to Section 28. All Custom Components shall be owned by the City and shall be assigned to the City. All other intellectual property rights in the Deliverables remain in and/or are assigned to Contractor.

c.   **Cooperation.** The Parties will cooperate with each other to execute such other documents as may be necessary or appropriate to achieve the objectives of this Section in order to ensure that the Deliverables are appropriately assigned to the City.

d.   **Contractor Knowledge Capital.** City will have no rights in any Contractor Knowledge Capital other than: (a) to use it for purposes of performing City Responsibilities, or (b) to the extent Contractor Knowledge Capital is incorporated into a Deliverable, or is necessary for the City's intended use of the Deliverable under this Agreement. With respect to materials licensed from (i) Contractor or (ii) third parties City may use Contractor Knowledge Capital pursuant to terms acceptable to the Contractor or applicable third-party. Contractor shall provide City a written list of all third-party

software used to prepare the Deliverables. Contractor Knowledge Capital is Confidential Information of Contractor.

e.   **Residuals.** In no event will Contractor be precluded from developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the Deliverables, as long as Contractor does not use any Proprietary or Confidential Information of the City in such development. In addition, Contractor will be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of providing the Services. Residuals are limited to information that exists in non-tangible form that is retained in the unaided memory of Contractor.

31.   Reserved (Works for Hire)

32.   Warranties

a.   Contractor represents and warrants that it is a Diamond level member with Oracle America, Inc. with a specialization in implementation of PeopleSoft Financial Management and Supply Chain Management software.

b.   **Warranty of Performance Specifications; Warranty Services.** Contractor hereby warrants that the System will perform in accordance with the required functionality defined in Appendix A, SOW. The Warranty Period will commence at System Go Live, as further defined in Appendix A, SOW. The Warranty Period for each process shall commence at the first execution of each process as further defined in Appendix A, SOW and shall continue for a period of ninety (90) days. The cumulative Warranty Period will terminate no later than twenty-four (24) months after System Go Live.

c.   **Third Party Software and/or Hardware.** Contractor will not be liable for any services performed by, or software or hardware furnished by any third-party. The contracts with third party hardware and/or software providers shall be executed by and between the City and such third-party providers. Contractor does not warrant, and nothing in this Agreement shall be construed to mean that Contractor provides any warranty with respect to any third-party software or hardware.

d.   **Defect.** Upon City issuing written notice to Contractor of a Defect under the applicable Warranty Period, Contractor shall correct the Defect, at no charge to the City, within thirty (30) days following such notice, unless otherwise agreed by the Parties. The City shall conduct a root cause analysis before issuing any notice of Defect.

e.   **Warranty of Compatibility.** Contractor warrants that the System will be compatible and will interface with other existing City systems as detailed in Appendix A, SOW.

f.   **Services Warranty.** Except as provided in the foregoing warranties, the Services and Deliverables will be performed in a good and workmanlike manner in accordance with industry standards applicable to professional consulting firms such as Contractor.

g.   **No Implied Warranties.** EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT, CONTRACTOR MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR USAGE OF TRADE.

33. **Audit and Inspection of Records.** Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work under this Agreement. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Request for proprietary and confidential information unrelated to this Agreement shall be subject to Section 28.Contractor shall maintain such data and records in an accessible location and condition for a period of not fewer than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon City by this Section.

City will not use any competitors of Contractor (or any Contractor subcontractor) to conduct such audits. Upon the request of City, Contractor will promptly identify any such competitors.

34. **Subcontracting.** Contractor is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by City in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

35. **Assignment.** The Services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement.

36. **Non-Waiver of Rights.** The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

37. **Consideration of Criminal History in Hiring and Employment Decisions**

a. Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code (Chapter 12T), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at www.sfgov.org/olse/fco. A partial listing of some of Contractor's obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

b. The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, shall apply only when the physical location of the

employment or prospective employment of an individual is wholly or substantially within the City of San Francisco, and shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

c.   Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

d.   Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received base an Adverse Action on an applicant's or potential applicant for employment, or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

e.   Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 32(d), above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

f.   Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

g.   Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

h.   Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of $50 for a second violation and $100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

38.   Local Business Enterprise Utilization; Liquidated Damages

a.   **The LBE Ordinance.** Contractor, shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"), provided such amendments do not materially increase

Contractor's obligations or liabilities, or materially diminish Contractor's rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor's willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of Contractor's obligations under this Agreement and shall entitle City, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

b.   **Compliance and Enforcement**

1)   **Enforcement.** If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or $1,000, whichever is greatest. The Director of the City's Contracts Monitoring Division or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of CMD") may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's LBE certification. The Director of CMD will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17. By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the CMD shall be payable to City upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City. Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of CMD or the Controller upon request.

2)   **Subcontracting Goals.** The LBE subcontracting participation goal for this contract is five percent (5%). Contractor shall fulfill the subcontracting commitment made in its bid or proposal. Each invoice submitted to City for payment shall include the information required in the CMD Progress Payment Form and the CMD Payment Affidavit. Failure to provide the CMD Progress Payment Form and the CMD Payment Affidavit with each invoice submitted by Contractor shall entitle City to withhold 20% of the amount of that invoice until the CMD Payment Form and the CMD Subcontractor Payment Affidavit are provided by Contractor. Contractor shall not participate in any back contracting to the Contractor or lower-tier subcontractors, as defined in the LBE Ordinance, for any purpose inconsistent with the provisions of the LBE Ordinance, its implementing rules and regulations, or this Section.

3)   **Subcontract Language Requirements.** Contractor shall incorporate the LBE Ordinance into each subcontract made in the fulfillment of Contractor's obligations under this Agreement and require each subcontractor to agree and comply with provisions of the ordinance applicable to subcontractors. Contractor shall include in all subcontracts with LBEs made in fulfillment of Contractor's obligations under this Agreement, a provision requiring

Contractor to compensate any LBE subcontractor for damages for breach of contract or liquidated damages equal to 5% of the subcontract amount, whichever is greater, if Contractor does not fulfill its commitment to use the LBE subcontractor as specified in the bid or proposal, unless Contractor received advance approval from the Director of CMD and contract awarding authority to substitute subcontractors or to otherwise modify the commitments in the bid or proposal. Such provisions shall also state that it is enforceable in a court of competent jurisdiction. Subcontracts shall require the subcontractor to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination of this contract and to make such records available for audit and inspection by the Director of CMD or the Controller upon request.

4) **Payment of Subcontractors.** Contractor shall pay its subcontractors within three working days after receiving payment from the City unless Contractor notifies the Director of CMD in writing within ten working days prior to receiving payment from the City that there is a bona fide dispute between Contractor and its subcontractor and the Director waives the three-day payment requirement, in which case Contractor may withhold the disputed amount but shall pay the undisputed amount. Contractor further agrees, within ten working days following receipt of payment from the City, to file the CMD Payment Affidavit with the Controller, under penalty of perjury, that the Contractor has paid all subcontractors. The affidavit shall provide the names and addresses of all subcontractors and the amount paid to each. Failure to provide such affidavit may subject Contractor to enforcement procedure under Administrative Code §14B.17.

39. Nondiscrimination; Penalties

a. **Contractor Shall Not Discriminate.** In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

b. **Subcontracts.** Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

c. **Nondiscrimination in Benefits.** Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between

the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

      d.   **Condition to Contract.** As a condition to this Agreement, Contractor shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contracts Monitoring Division (formerly 'Human Rights Commission').

      e.   **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of $50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

40.   MacBride Principles—Northern Ireland. Pursuant to San Francisco Administrative Code §12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Contractor acknowledges and agrees that he or she has read and understood this section.

41.   Tropical Hardwood and Virgin Redwood Ban. Pursuant to §804(b) of the San Francisco Environment Code, the City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

42.   Drug-Free Workplace Policy. Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents or assigns will be deemed a material breach of this Agreement .

43.   Resource Conservation. Chapter 5 of the San Francisco Environment Code ("Resource Conservation") is incorporated herein by reference. Failure by Contractor to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

44.   Compliance with Americans with Disabilities Act. Contractor shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

45.   Sunshine Ordinance. In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors' bids, responses to solicitations and all other records of communications between City and persons or firms seeking contracts, shall be open to inspection immediately

after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

46. **Public Access to Meetings and Records.** If the Contractor receives a cumulative total per year of at least $250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Contractor agrees to open its meetings and records to the public in the manner set forth in §§12L.4 and 12L.5 of the Administrative Code. Contractor further agrees to make-good faith efforts to promote community membership on its Board of Directors in the manner set forth in §12L.6 of the Administrative Code. The Contractor acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Contractor further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

47. **Limitations on Contributions.** Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of $50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide to City the names of each person, entity or committee described above.

48. **Requiring Minimum Compensation for Covered Employees**

a.   Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Sections 12P.5 and 12P.5.1 of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is

available on the web at www.sfgov.org/olse/mco. A partial listing of some of Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

b.   The MCO requires Contractor to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Contractor.

c.   Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

d.   Contractor shall maintain employee and payroll records as required by the MCO. If Contractor fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage required under State law.

e.   The City is authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor

f.   Contractor's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

g.   Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

h.   Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

i.   If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than

$25,000, but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed $25,000 in the fiscal year.

49. Requiring Health Benefits for Covered Employees

Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of section 12Q.5.1 of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

a. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

b. Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.

c. Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify Contractor if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

d. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

e. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

f.	Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

g.	Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.

h.	Contractor shall keep itself informed of the current requirements of the HCAO.

i.	Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

j.	Contractor shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten business days to respond.

k.	Contractor shall allow City to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.

l.	City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City when it conducts such audits.

m.	If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than $25,000 ($50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City to reach $75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City to be equal to or greater than $75,000 in the fiscal year.

## 50.	First Source Hiring Program

a.	**Incorporation of Administrative Code Provisions by Reference.**

The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

b.	**First Source Hiring Agreement.**

As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

1)	Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The

agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs maybe certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

2)   Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

3)   Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

4)   Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

5)   Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

6)   Set the term of the requirements.

7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.

8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

c. **Hiring Decisions**

Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

d. **Exceptions**

Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

e. **Liquidated Damages.**

Contractor agrees:

1) To be liable to the City for liquidated damages as provided in this section;

2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;

3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to $5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.

4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to $10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;

5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

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(a)   The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of $348 per month, totaling approximately $14,379; and

(b)   In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

Therefore, liquidated damages that total $5,000 for first violations and $10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

6)   That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of $5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

f.   **Subcontracts.**

Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

51.   Prohibition on Political Activity with City Funds. In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

52.   Preservative-treated Wood Containing Arsenic. Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives

prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

53. Modification of Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with Department to submit to the Director of CMD any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form).

54. Dispute Resolution; Government Code Claims.

a. **Dispute Resolution.** City and Contractor agree to exercise their reasonable efforts, and to negotiate in good faith, to resolve amicably any dispute that may arise concerning the performance by either party of their obligations under this Agreement. If City's and Contractor's Project Directors cannot resolve disputes through such negotiations, then the Parties will escalate the dispute to their respective executives, who are at a higher management level than the Project Directors, and who shall have authority to settle the controversy.

(1) Either City or Contractor may give the other party written notice of any dispute not resolved by good faith negotiations between the Parties' respective Project Directors. Within 15 days after delivery of the notice, the receiving party shall submit to the other a written response. The receiving party's notice and response shall include: (a) a statement of that party's position; (b) a summary of arguments supporting that position; and (c) the name and title of the executive who will represent that party, along with the name of any other person who will accompany the executive to the meeting between the executives. Within 15 days of receipt of the response, the initiating party shall provide the same information to the responding party.

(2) Within 45 days after delivery of the initial notice, the executives of both Parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other will be honored. To the extent permitted by law, all negotiations pursuant to this clause are confidential and shall be treated as inadmissible compromise and settlement negotiations for purposes of applicable rules of evidence.

(3) If the executives cannot resolve the dispute to the satisfaction of both Parties, then, pursuant to San Francisco Administrative Code Section 21.35, Contractor may submit to the Contracting Officer a written request for administrative review and documentation of the Contractor's claims. Upon such request, the Contracting Officer shall promptly issue an administrative decision in writing, stating the reasons for the action taken and informing the Contractor of its right to judicial review. If agreed by both Parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. If the Parties do not mutually agree to an alternative dispute resolution process such as mediation or non-binding arbitration, or mutually select a mediator or arbitrator for the dispute, or such efforts do not resolve the dispute, then either Party may pursue any remedy available under California law. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement

and the written directions of the City. Neither Party will be entitled to legal fees or costs for matters resolved under this section.

      b.   **Government Code Claims.** No suit for money or damages may be brought against the City until a written claim therefore has been presented to and rejected by the City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the Government Code Claim requirements set forth in Administrative Code Chapter 10 and Government Code Section 900, et seq.

55.   **Agreement Made in California; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

56.   **Construction.** All paragraph captions are for reference only and shall not be considered in construing this Agreement.

57.   **Entire Agreement and Order of Precedence.** This Agreement sets forth the entire Agreement between the Parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 53, "Modification of Agreement." In the event of a conflict or ambiguity between the terms of this Agreement and the SOW, this Agreement shall prevail.

58.   **Compliance with Laws.** Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time. The City shall comply with all laws that it is subject to in connection with this Agreement.

59.   **Services Provided by Attorneys.** Any services under this Agreement to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

60.   **Reserved (Supervision of Minors).**

61.   **Severability.** Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.

62.   **Protection of Private Information.** Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the

Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

63.   Food Service Waste Reduction Requirements. Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars ($100) liquidated damages for the first breach, two hundred dollars ($200) liquidated damages for the second breach in the same year, and five hundred dollars ($500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.

64.   Reserved (Slavery Era Disclosure)

65.   Cooperative Drafting. This Agreement has been drafted through a cooperative effort of both Parties, and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

66.   Force Majeure. Contractor shall be entitled to a noncompensable time extension and liquidated damages shall not apply to delays caused by circumstances beyond Contractor's reasonable control, including without limitation, disease, war, terrorism or the public enemy, riot, civil commotion or sabotage, expropriation, condemnation of facilities, changes in law, national or state emergencies or other governmental action, strikes, lockouts, work stoppages or other such labor difficulties, floods, droughts or other severe weather, fires, explosions or other catastrophes, or accidents causing damage to or destruction, in whole or in part, of the equipment or property necessary to perform the Services.

67.   Authority to Contract. Each party hereby warrants to the other that it is authorized to enter into this Agreement and that its performance thereof will not conflict with any other agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day first mentioned above.

CITY

CONTRACTOR

Recommended by:

Accenture LLP

_____
Todd Rydstrom
Deputy Controller
Office of the Controller

By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

Approved as to Form:

Dennis J. Herrera
City Attorney

I have read and understood paragraph 40, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

By: _____
Louise S. Simpson
Deputy City Attorney

Approved:

_____
Jens C. Egerland
Managing Director, Accenture LLP

_____
Jaci Fong
Director of the Office of Contract
Administration, and
Purchaser

City vendor number: 73480

Appendices

A: Services to be provided by Contractor ("Statement of Work")
B: Calculation of Charges
C: Insurance Waiver
D: AESG Asset License Agreement
E: Business Associate Agreement

STATEMENT OF WORK

Appendix A to Financial System Project Agreement

July 1, 2015

This Statement of Work (SOW) is incorporated into and made a part of the Financial System Project Agreement between Accenture LLP ("Accenture") and City and County of San Francisco

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Appendix A – Statement of Work

1.0 Summary of Scope of Services

This Statement of Work (SOW) outlines the scope of Accenture's services to perform the Business Process Analysis, Plan, Analyze, Design, Build, Test, Deploy, and Post Go-Live phases of the Project (Work or Services) and the mutual agreement of the parties' respective responsibilities for the Project.

1.1 Functional Scope

The System will be developed to meet the requirements in the System Functional and Technical Requirements matrix (Program Specifications) as detailed in the Functional Requirements and Technical Requirements documents from Accenture's Request for Proposals (RFP) response. The System refers to both the transactional / operational and business intelligence (BI) / reporting aspects of the PeopleSoft and Oracle BI Software being implemented. The City will validate the Requirements during the Plan/Analyze phase as described below. Both parties agree that any changes to Requirements will be assessed and documented with a Change Request which specifies any impact to the project in terms of change in schedule, effort, and/or price.

1.2 Scope and Implementation

- Application Scope:
    o PeopleSoft Finance/Procurement v9.2, Oracle BI
    o Implementation: July 1, 2015 – June 30, 2017
    o Post Go-Live Support: July 1, 2017 – September 30, 2017

1.2.1 Implementation

The City has licensed the following software (Licensed Software). Specific modules to be implemented will be finalized during the Analyze phase of the project.

PeopleSoft Finance/Procurement:

PeopleSoft Financials
PeopleSoft Purchasing
PeopleSoft Contracts
PeopleSoft Project Costing
PeopleSoft Inventory
PeopleSoft Mobile Inventory Management
PeopleSoft Grants
PeopleSoft Strategic Sourcing
PeopleSoft eSupplier Connection
PeopleSoft Supplier Contract Management
PeopleSoft eSettlements
PeopleSoft Treasury
PeopleSoft Expenses
PeopleSoft eProcurement
PeopleSoft Maintenance Management
PeopleSoft Self-Service Work Requests

Oracle Business Intelligence (BI):

Oracle Business Intelligence Foundation Suite
Oracle Business Intelligence Management Pack
Oracle Data Integrator for Oracle Business Intelligence
Oracle Financial Analytics Fusion Edition
Oracle Procurement and Spend Analytics, Fusion Edition
Oracle Project Analytics
Oracle Asset Management Analytics
Oracle Human Resources Analytics Fusion Edition

User Productivity Kit (UPK) and update of UPK for City specific implementation:

Oracle User Productivity Kit Professional
PeopleSoft UPK Billing
PeopleSoft UPK Contracts
PeopleSoft UPK Expenses
PeopleSoft UPK Fundamentals for Financials and Supply Chain Management Software Modules
PeopleSoft UPK General Ledger
PeopleSoft UPK Grants
PeopleSoft UPK Inventory
PeopleSoft UPK Payables
PeopleSoft UPK Project Costing
PeopleSoft UPK Purchasing
PeopleSoft UPK Receivables
PeopleSoft UPK eProcurement
PeopleSoft UPK for Cash Management
PeopleSoft UPK for Strategic Sourcing
PeopleSoft UPK for Supplier Contract Management
PeopleSoft UPK for eSettlements
PeopleSoft UPK Asset Management
PeopleSoft UPK for eBill Payment
Micro Focus International Ltd. Server Express COBOL for UNIX

1.3 Project Phases

The Services described in this SOW will be performed in the following distinct phases consistent with the milestones as detailed below:

- **Business Process Analysis** – Activities include conducting service delivery workshops, business process assessment, readiness assessment, and leading practice workshops to identify and address policy level issues that span across multiple software modules. The intent of this Business Process Analysis (BPA) phase is to assist the City to surface issues and make decisions that will make the subsequent System Analysis and Business Process Design phase more efficient and effective.
- **Plan/Analyze** – Activities include refinement of project schedule and work plan, resource planning and onboarding, establishment of project governance and creating processes that cover risk / issue

and quality management, business process assessment, organizational readiness, training, and technology strategies. Conference Room Pilot (CRP) sessions will also be included in this phase to confirm the City's business requirements and to complete the fit/gap analysis. At the end of this phase, a project work plan, general system design, and change management strategy are defined.

- **Design Phase** – Activities include functional design of Reports, Interfaces, Customizations, Extensions, and Workflow (RICEW)
- **Build Phase** – Activities include technical design, configuration and build of Reports, Interfaces, Customizations, Extensions, and Workflow (RICEW).
- **Test Phase** – Activities include product testing, user acceptance testing, and training.
- **Deploy Phase** – Activities include deployment (System Cutover) of the System to the City entities.
- **Post Go-Live** – Activities include functional, technical, and help desk support during production operations (Production).

All project phases will be fixed price. Both parties will adopt the following guiding principles to help achieve this price target:

- The City will endeavor to keep customizations to a minimum.

- This threshold sets a target to guide decision making to maximize the value of affordable functionality

- Schedule is of the essence, excessive analysis or decision delays will have an impact on the project plan and price

- Trade-off decisions may be required to achieve this goal between different competing requirements

- Incremental requirements without an offset will result in either the allocation of City managed contingency and/or an increase to the not to exceed price

1.4 Project Schedule

1.4.1 Gantt Chart

The high-level Gantt chart below illustrates how the different phases interact with each other and will complete at different times, but will share integrated solution design and use common tools, templates and approaches.

The Project is expected to be conducted with the following schedule:

- Project Team Training: July, 2015

- Business Process Analysis: August, 2015 – October, 2015

- Plan/Analyze/Design Phase: October, 2015 – May, 2016

- Build Phase: June, 2016 – October, 2016

- Test Phase: November, 2016 – March, 2017

- Change Management: June, 2016 – March, 2017

- End User Training: July, 2016 – June, 2017

- Deploy Phase: April, 2017 – June, 2017

- Release: Go-Live planned for July 1, 2017

- Post Go-Live: July, 2017 – September 2017

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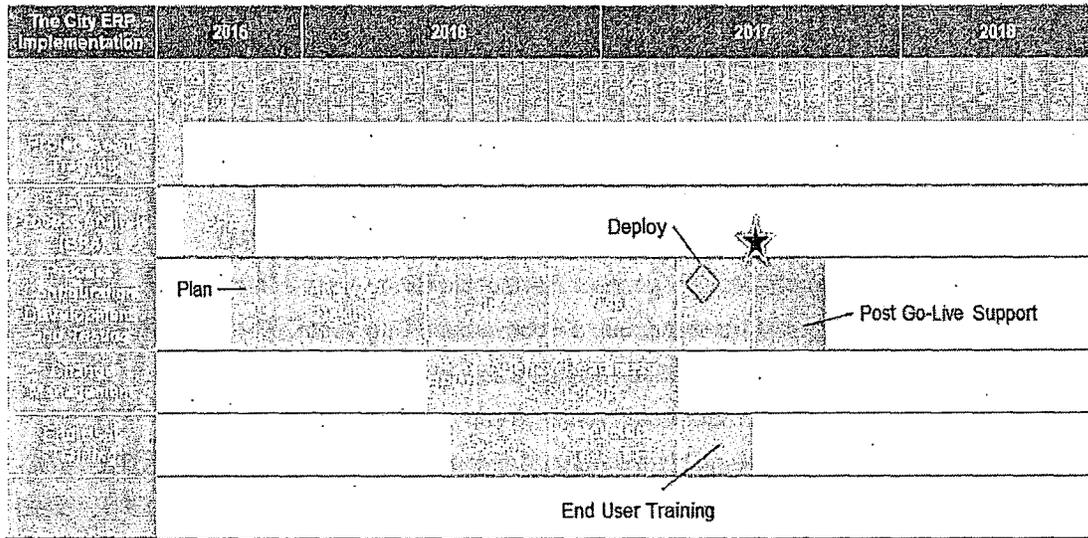
1.4.2   Schedule Updates

Accenture will provide updates to the Schedule as necessary throughout the project to accurately reflect the status of activities, tasks, events, Services, and projected completion dates for such activities, tasks, events and Services. Any such update changes must be agreed upon by the City prior to their final incorporation into the Schedule. However, unless otherwise specifically agreed to in writing, the City's agreement on a change to the official Schedule shall not relieve Accenture of liability for liquidated damages and other damages arising from such failures to perform its obligations as required herein. Accenture shall collaborate with the City's Project Director to confirm the Schedule contains all Accenture tasks and is accurate.

1.5   Project Staffing

1.5.1   Organization Chart

The project will be organized as depicted in the Organization Chart below. The project will be delivered through a joint execution from both Accenture and City resources. While Accenture will take the lead on most tasks and activities, Accenture will be dependent on the City completing the work assigned to City resources for the project to be successful. This approach will maximize knowledge transfer and minimize Accenture costs. Accenture is dependent on the City completing the work assigned to City resources.

The organization chart has been developed with a "2 in the box" concept, where an Accenture resource and a City resource will be placed in each box with joint responsibilities to execute and complete the tasks and activities of that specific role. City resources will work side-by-side with Accenture resources to design, build and test the system. Each entity will have specific roles and responsibilities, which are outlined in the remainder of this SOW. See Exhibit 1 (Project Org Chart) for the project team structure.

1.5.2   City Staffing – Project Team

The City will commit thirty-nine (39) Full Time Employees to the Project. The City will provide resources to fill roles in the following areas. Throughout the project, the Functional, Technical, Business Intelligence and Reporting Teams will also fill the roles of Interface, Deployment, Development, Security, and Test Teams.

- Project Director – Mike Dearman
- Project Management Office (PMO) :
  - Lily Conover – PMO Manager
    - Senior Administrative Analyst, Steve Lee

- Senior Clerk, Demetrice McCardell
- Administrative Support Team – Four (4) FTE

- Functional Team:
  - o Functional Manager – Alan Pavkovic
    - Purchasing/Contracts/Vendor Lead – Patrick Rice
    - Purchasing/Contracts/Vendor Team – Four (4) FTE - TBD
    - Projects/Grants/Accounts Receivable Billing Lead – One (1) FTE - TBD
    - Projects/Grants/Accounts Receivable Billing Team - Three (3) FTE – TBD
    - General Ledger/Fixed Assets Lead – Mabel Lew
    - General Ledger/Fixed Assets Team - Two (2) FTE – TBD
    - Accounts Payable/Inventory/Cash Management Lead – One (1) FTE – TBD
    - Accounts Payable/Inventory/Cash Management Team – Two (2) FTE - TBD
- Change Management and Training Team:
  - o Change Management and Training Manager – One (1) FTE - TBD
    - Change Management and Training Team - Two (2) FTE – TBD
- Technical Team:
  - o Technical/Conversion Manager – One (1) FTE – TBD
    - Technical/Conversion Team – Six (6) FTE - TBD
    - Infrastructure Lead – One (1) FTE - TBD
    - Infrastructure Team – One (1) FTE - TBD
- Business Intelligence and Reporting Team:
  - o Business Intelligence and Reporting Manager – Jeff Pera
    - Business Intelligence and Reporting Lead – One (1) FTE – TBD
    - Business Intelligence and Reporting Team – One (1) FTE - TBD

1.5.3   Accenture Staffing

Accenture shall employ professional staff to perform or manage the tasks and activities described in this SOW.

Accenture resources will perform work in the following primary locations:

- On-site at 1155 Market Street, 6th Floor, San Francisco, CA
- Off-site at Accenture Delivery Center in Manila, Philippines

The following Accenture resources are Key Personnel, and will be on-site in San Francisco, California during Analyze, Design, Build, Test, Deploy, and Post Go-Live Support phases per the Project Schedule. Details of the FTE's of Accenture resources can be found in Exhibit 2 (Projected Staffing Chart).

- Engagement Manager – Paul Lavery
- Project Director – Chris Hetzel
- Quality Assurance Director – Glenn Rogers
- Deputy Project Director – Jeff Haisley

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- Functional Manager– Amanda Swim

- General Ledger/ Asset Management Lead – Stanley Witkowski

- Projects/ Grants/ AR/ Billing Lead – Torrey Beatty

- PO/ Contracts/ Vendor Lead – Hashawn Epps

- AP/ Cash/ Expenses/ Inventory Lead – TBD

- Change Management and Training Manager – Ana Luisa Aldana Sechell

- Business Process Assessment (BPA) Lead - Bill Kilmartin

- Business Intelligence and Reporting Lead – Ben Gettinger

- Technical Manager – Derek Miller

- ERP Industry Lead – Dave Andrews

- Client Account Manager – Mark Noriega

Accenture will staff the project with additional resources to complete the responsibilities as outlined in this SOW.

The projected staffing model is included in Exhibit 2 (Projected Staffing Chart).

1.6 Accenture Enterprise Services for Government

The Accenture Enterprise Services for Government (AESG) platform provides the project a jumpstart set of materials spanning multiple business processes. AESG components include business process flows, business process narratives, conference room pilot, configuration designs/rationale, configuration workbooks, pre-designed and built/unit tested conversions and interfaces, test conditions, and test scripts. Where available in AESG for the applicable City business processes, the project team will leverage the AESG content as a starting point and should minimize changes to the documentation format.

1.7 Pricing

The total price of the contract prior to the 20% contingency is $19,307,314, which includes $18,807,314 for implementation services, and $500,000 for software license (AESG).

The fixed price amount per deliverable is included in Appendix B (Calculation of Charges) of the Agreement. Accenture will invoice after deliverable acceptance. The City shall retain ten percent (10%) of the fixed price amount per deliverable. Fifty percent (50%) of monies held in retention shall be released at each Critical Milestone. The remaining monies held in retention shall be released at Final Acceptance.

1.8 Critical Milestones

Critical Milestones for the project are as follows:

Critical Milestone #	Critical Milestone	Critical Milestone Date
1	End of Design Phase	June 1, 2016
2	Beginning of Test Phase	November 1, 2016
3	Beginning of Deployment Phase	April 1, 2017

4	Go-Live	July 1, 2017

1.9 Deliverables Management

1.9.1 Deliverables

The full list of Deliverables is included in Appendix B (Calculation of Charges) of the Agreement.

1.9.2 Deliverable Acceptance Criteria

Acceptance of all Deliverables identified in the SOW will be based on predefined Delivery Acceptance Criteria confirmed by Accenture and the City.

As part of the planning for each Deliverable, the City and Accenture Project Team will develop a detailed, mutually agreed upon Deliverable Acceptance Criteria document (DAC). A sample is included in Exhibit 5. The DAC will be jointly developed and finalized prior to commencing work upon each Deliverable unless mutually agreed to by the City and Accenture.

1.9.3 Delivery Acceptance Process

1.9.3.1 Written Approval

All Deliverables require formal written approval by the City, in accordance with the following procedures. Formal approval by the City requires that the Deliverable be confirmed in writing by the City to conform to its Specifications. The City will operate with the intent of providing timely approval to allow for timely progress against the project plan.

The parties acknowledge that the approval process set forth herein will be facilitated by ongoing consultation between the parties, visibility of interim and intermediate Deliverables and collaboration on key decisions.

1.9.3.2 Inspection

Before commencement of its review or testing of a Deliverable, the City may inspect the Deliverable to confirm that all components of the Deliverable (e.g., software, associated documentation, and other materials) have been delivered. If the City determines that the Deliverable is materially incomplete, the City may refuse delivery of the Deliverable without performing any further inspection or testing of the Deliverable. Otherwise, the review period will be deemed to have started on the day the City receives the Deliverable and the applicable certification by Accenture in accordance with this Section.

1.9.3.3 Delivery

Upon delivery and receipt of a Deliverable from Accenture that the Deliverable satisfies its Acceptance Criteria, the City will promptly review or perform Acceptance Tests on the Deliverable, as applicable, to determine whether the Deliverable conforms to its Acceptance Criteria. The City will provide acceptance for a Deliverable per the DAC. A Deliverable must (1) address all components required by the DAC, (2) address any content subsequently agreed upon and updated in the DAC through meetings and planning sessions, (3) be written in the level of detail and quality as defined in this SOW or other documents attached to or referred to in the Agreement, (4) have a table of contents and executive summary and be tabbed and paginated and (5) be consistent in style and quality. If the document is the composite work of many people from the Project Team, the document must be edited for style and consistency.

The City, at any time and in its own discretion, may halt the approval process if such process reveals deficiencies in or problems with a Deliverable in a sufficient quantity or of a sufficient severity as to make the continuation of such process unproductive or unworkable. In such case, the City may return the applicable Deliverable to Accenture for correction and re-delivery prior to resuming the review process and, in that event, Accenture will correct the deficiencies in such Deliverable in accordance with the Agreement, as the case may be.

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1.9.4   Process for Approval of Written Deliverables

The City Review Period for Written Deliverables (Acceptance Window) shall be five (5) Business Days for Written Deliverables of one hundred (100) pages or less and ten (10) Business Days for Written Deliverables of more than one hundred (100) pages, unless mutually agreed to by the Project Directors. The duration of the City Review Periods will be doubled if the City has not had an opportunity to review an interim draft of the Written Deliverable prior to its submission to the City. The City agrees to notify Accenture in writing by the end of the City Review Period either stating that the Written Deliverable is approved in the form delivered by Accenture or describing any deficiencies that shall be corrected prior to approval of the Written Deliverable (or at the City's election, subsequent to approval of the Written Deliverable). If the City delivers to Accenture a notice of deficiencies, Accenture will correct the described deficiencies as defined in 1.9.5 Deficiency Correction.

Upon receipt of a corrected Written Deliverable from Accenture, the City will have a reasonable additional period of time, not to exceed the length of the original City Review Period, to review the corrected Written Deliverable to confirm that the identified deficiencies have been corrected.

1.9.5   Deficiency Correction

If a deficiency (Defective Work) is found, the City will notify Accenture in an email or other document within two (2) business days after the Review Period of the consolidated list of deficiencies used as grounds for the City's decision not to give Acceptance (Notice of Potential Claim). The City may, but shall not be required to, conditionally approve in writing a Deliverable that contains deficiencies if the City elects to permit Accenture to rectify them post-approval. In any case, Accenture will be responsible to correct all deficiencies in the Deliverable that remain outstanding at the time of City approval.

Accenture shall correct deficiencies and submit a corrected Deliverable to the City within five (5) business days of receiving the changes sought by the City. The City may, at its discretion, allow a period longer than five (5) business days in consideration of the scope of the change.

1.9.6   Remedies for Deficiencies

If Accenture is unable to correct all deficiencies within thirty (30) days of the Notice of Potential Claim (thirty (30) day cure period), the City may follow the procedures outlined in Section 25 Default;Remedies of the Agreement.

1.9.7   Interpretive Differences

The City and the Contractor shall diligently work together to resolve interpretive differences of the Functional Requirements, Technical Requirements, Design Specifications, or Acceptance Tests. In the event City and Contractor cannot resolve their differences, the matter shall be handled in accordance with Section 54 Dispute Resolution; Government Code Claims of the Agreement.

1.9.8   Protection from Damage

Accenture shall continuously protect all Deliverables and backups prior to their Acceptance and while in Accenture's possession or control from damage, destruction or loss to the extent caused by the acts or omissions of Accenture in connection with the Services. After the City provides Acceptance for a Deliverable, the risk of loss or damage shall be borne by the City, except loss or damage attributable to Accenture's acts or omissions.

1.9.9   Warranty

The City and Accenture shall mutually agree prior to System Go-Live on the list of processes by business cycle (Daily, Monthly, Quarterly, Yearly) that will be covered under Warranty.

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1.10 Governance

The levels of project governance are delineated below:

The project governance structure identifies how the project should be governed and organized, including executive management, project management and project team personnel. The structure also provides direction for project management, timely decision-making, and ultimately, project success.

The levels of project governance are delineated below:

- Executive Sponsors Oversight Committee (ESOC) – The committee with responsibility for overseeing the strategic governance and city-wide deliverables for the project as a whole. Major and significant changes (in terms of functionality, schedule and cost) to the project will be approved by this committee. In addition, the proposed independent risk mitigation and oversight advisor will report into this group, with the responsibility for advising the ESOC of significant risk factors that could jeopardize the project's delivery, schedule and cost. The ESOC members will include department heads from key general and enterprise fund departments and agencies.

- Project Steering Committee (PSC) - The committee with responsibility for approving the overall business process realignment and change management program on a city-wide basis, overseeing overall technical and functional capabilities, and vetting business process realignment on a city-wide basis. This committee will also oversee the project's change management program and ensure that overall change management goals are achieved. Major and significant changes (in terms of functionality, schedule and cost) to the project will be vetted by this committee. The PSC members will include CFO or deputy department heads from key general and enterprise fund departments and agencies.

- Project Team – The Project Team is composed of the City and Accenture Project Directors, Project Team Managers, Team Leads, Team Members, and administrative staff. The Project Directors and Project Team Managers, with input from the Team Leads, prioritize work and approve, reject, or escalate requested customizations and changes to scope to the Project Steering Committee

  - Project Directors – The City Project Director escalates issues to the Project Steering Committee, when needed. In addition, the Project Directors supports the Project Steering Committee with interactions with the City's Subject Matter Advisors. The Project Directors meets with the Project Team Managers on a weekly basis to discuss status and high priority risks/issues, and potential changes in scope.

  - Project Team Managers - The Project Team Managers provide daily program oversight over the Teams, approval of requirements, and escalation of major change requests to the Project Director. Project Team Managers meets with Team Leads on a weekly basis.

  - Team Leads and Team Members - This group consists of both City and Accenture Team members who work closely together on a daily basis to identify any issues or decisions that should be escalated to the Project Team Managers.

1.11 Change Order Process

Either the City or Accenture may request changes to the SOW at any time. Because such changes could significantly affect critical aspects of the work being performed, all changes requested must follow the formal project Change Order Process to gain approval. The Project Team is responsible for completing all required documentation to request and justify changes.

No charges may be made against the 20% contingency except upon a fully executed and approved Change Order made in accordance with the terms of this section. Any services performed by Contractor that result in Contractor's request for additional compensation, beyond the not-to-exceed Compensation amount set forth in paragraph 9.a of the Agreement ($18,807,314), shall be billed at the individual rates based on staff position set forth in Exhibit 3 (Implementation Hourly Rates).

The following process shall be used for scope, schedule or cost changes.

- Change Requests (CR) are submitted by City Project Team Managers to the City Project Director and the Accenture Project Director.

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- CRs must be sponsored by a City Project Team Manager (i.e. Financial, Technical, Business Intelligence, and Change Management). To initiate a CR, the City Project Team Manager shall send an email request to the City Project Director and Accenture Project Director. The request should include a priority designation.
  - Priority 1 – Urgent and Major Impact
  - Priority 2 – Urgent and Minor Impact
  - Priority 3 – Not Urgent and Major Impact
  - Priority 4 – Not Urgent and Minor Impact
- The Project Team Manager must receive authorization from the City Project Director and Accenture Project Director to proceed with the CR.
- CRs shall be developed using the template in Exhibit 4 - Change Request Template). Analysis will include impacts to business requirements, cost, schedule and City and Accenture resources. CRs will be presented to the City Project Director and Accenture Project Director and the merits of each CR shall be discussed collaboratively between the City Project Director, Accenture Project Director, the sponsor, Accenture and affected stakeholders.
- Within five(5) business days the City Project Director and Accenture Project Director shall either:
  - Approve the CR
  - Disapprove the CR
  - Request additional information
  - Present the CR to the Project Steering Committee
- CRs and their disposition shall be documented in the Change Order Log.
- Approved CRs shall become Change Orders to the SOW. Accenture will recommend if the approved change order shall be designated as: 1) a fixed-price change order, 2) a trade-off of hours from scope reduction, 3) a "time and materials" change order, 4) a reduction in scope change, or 5) a schedule impact change order (e.g. a time extension for a deliverable).
- After the change has been implemented and accepted, the CR shall be closed.

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2.0 Project Management

2.1 Overview

The Project Team will consist of the Project Directors, Project Team Managers, Team Leads, Team Members, and administrative staff, as appropriate, representing the City, Independent Validation and Verification (IV&V) and Accenture. The IV&V will be selected by the City to assist with project management, oversight and related activities.

The Project Team shall be responsible for providing project management services. The Project Team will generate and provide project management analysis and information to the Project Steering Committee.

2.2 Major Activities

The following activities occur throughout the entire execution of the project.

2.2.1 City Oversight

The City will provide oversight and Governance for the entire project as described below:

- Accenture's Project Director will report to the City's Project Director.
- All issues and decisions that cannot be resolved or made by the City's Project Director will be escalated to the Project Steering Committee who will then make the required decision or escalate further to the Executive Sponsors Oversight Committee, who shall be the final authority. The City's Project Director and Executives will be responsible for making consultations within the City when needed.
- City Project Director review and approval will be required to close milestones and to begin work on the next milestone.
- The City's Project Steering Committee will meet monthly and may meet more frequently when necessary to review milestone completion.
- The City's Project Director will set the agenda for all Steering Committee Meetings. Accenture will be consulted on agenda items and will support the City's Project Director and Executives, as required.
- Accenture's Project Director and designated Accenture executives will attend Steering Committee Meetings and present status, provide analysis and recommendations related to needed decisions or issues requiring resolution, and answer questions that may arise during the course of the meeting. Other Accenture personnel may attend if needed to provide background, analysis, or a presentation on a topic scheduled for a particular meeting. However, the City reserves the right to hold meetings or to discuss a particular topic without Accenture personnel or representatives in attendance. In such situations, Accenture Project Director will be notified.
- No Accenture personnel will be members of the Steering Committee.

2.2.2 Project Work Plan

The Project Work Plan will outline a plan for the entire project, including: project management activities, tasks, schedules, dependencies, critical paths, responsible parties, roles and responsibilities, detailed staffing plan, Deliverables, estimated work effort, duration, start and end dates, and milestones. The work plan will be accessible via Microsoft Project.

Throughout the project, Accenture's Project Director will be responsible for monitoring and updating the project plan continuously, and revising and developing further detail as appropriate.

The Project Work Plan will not be used to manage the day-to-day tasks of each project team member. The Project Work Plan will be supplemented by a Sharepoint document management collaboration tool and Excel tracking inventories. Where possible, duplication in tracking activities will be minimized to provide the team with an efficient and effective approach to managing deliverables and status. The Accenture team leads will be responsible for day-to-day management of their team. The team leads will break day-to-day oversight down into manageable tasks and will assign those tasks to team members. The respective team leads will report status, risks, and issues to the Project management.

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The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
• Create Project Work Plan • Routinely monitor and update the Project Work Plan • Capture actual hours worked and estimates to completion • Report on Project Work Plan metrics	• Review and approve changes to the Project Work Plan • Report actual hours worked and estimates to completion into the Project Work Plan

2.2.3 Status Reporting and Status Meetings

Accenture's Project Director will provide weekly and monthly status reports relative to the Project Plan to the City project leadership for the duration of the project. Project weekly and monthly Status Reports will show the project's progress and provide information from the previous week's activities as well as upcoming activities. Weekly status reports are due by end of day on Wednesday the week following the reporting period. Monthly status reports are due by the end of the day on the first Thursday of the following month. If a City holiday occurs during one of the report preparation days, a grace period of one day will be allowed for the submittal of the report

Status reports will contain the following items:

- A listing of departures from the Project Schedule with explanations of causes and effects on other areas, and remedies to achieve realignment
- Changes to project objectives, scope, schedule, or budget
- A listing of tasks completed since the last report
- Updates for previously delayed tasks
- Planned activities for the next scheduled period
- Summary of major concerns, risks, and issues encountered, and resolutions
- Identification and discussion of security issues
- Any other topics that require attention from the City Project Director and/or City Governance Structure

Weekly status meetings will be held on Thursday morning. The Project Team Managers and Team Leads as needed from Accenture and the City will attend those meetings. The Accenture Project Director will drive the meeting. A resource will be designated to capture the meeting minutes to be approved by both parties. The weekly status report will drive the discussion.

Project Steering Committee meetings will occur monthly. The Accenture Project Director and Project Team Managers as needed are expected to attend these meetings. The City Project Director will be responsible for the development of the Steering Committee Meeting presentation and will drive the meeting. The Accenture Project Director will provide assistance in developing the presentation.

The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
• Create status report template • Provide weekly status reports • Provide monthly status reports • Conduct weekly status meetings • Attend Steering Committee meetings	• Review and approve status report template • Attend weekly status meetings • Create Steering Committee presentations • Conduct monthly Steering Committee meetings • Review and approve weekly and monthly status reports

2.2.4 Documentation Plan

The Project Team will develop a Documentation Plan during the Plan/Analyze phase and use the plan to facilitate the management of documents and Deliverables for the Project. Documents and Deliverables (Documentation) will be stored in project-specific SharePoint. SharePoint will be provided by the City.

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The Project Team will use project documents to define and refine project scope, to communicate status, design decisions, business process flows, and many other critical aspects of the project. Managing and maintaining documentation, manuals, and source code libraries is a normal part of the project activities.

Accenture's management methodology and practices include:

- Establishing and communicating a standard directory structure
- Establishing and monitoring document naming conventions and standards
- Capturing and reporting on standard document elements, such as: version number, author, change history and rationale, participants in document creation, and approvals
- Establishing and enforcing procedures for updates to existing documents and Deliverables, including notifications and approvals

The Project Team will be responsible for organizing project documentation.

The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
• Develop the Documentation Plan	• Review and approve the Documentation Plan
• Set up SharePoint directory structure	• Provide SharePoint
• Provide, and update as necessary, documentation templates	• Review and approve documentation templates
• Develop documents that conform to formats and standards as agreed upon with the City	• Review and approve documentation during the project lifecycle produced by both Accenture and the City in a timely and efficient manner.
• Provide documentation content from Accenture's Enterprise Services for Government	

2.2.5   Risk Management

Accenture will lead risk management activities with the active participation of the City in the process. The Project Team will develop and maintain a Risk Management Plan that shall include a Risk Tracking Document. The Plan shall identify key risk elements and rank these risks based on the probability of occurrence and impact should the risk element be realized. The Plan shall also include mitigation measures to monitor identified risks.

The Project Team shall update the Risk Tracking Document to report on the status of identified risks and any proposed or implemented risk mitigation activities. The updated Risk Tracking Document shall be reviewed on a monthly basis, unless a risk element occurs, in which case it shall be reflected in the updated risk tracking document which shall be provided as part of the weekly status report.

The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
• Create Risk Management Plan	• Review and approve Risk Management Plan
• Create Risk Tracking Document	• Participate in Risk Management activities
• Conduct Risk Tracking Document review meeting on at least a monthly basis	• Identify risks and mitigation strategies
• Identify risks and mitigation activities	
• Report on major risks in the weekly status report	

2.2.6   Issue Management

Accenture will lead issue management activities with the active participation of the City in the process. The Project Team will develop and maintain an Issue Management Plan. The Plan shall identify the processes for issue identification, tracking, resolution, and approval if required. The Plan also incorporates the incident management procedures as they relate to the problems and issues. It addresses responsible parties and specific steps to address issues or disputes that arise throughout the implementation.

Issues that arise during the project will be logged in the Issue Tracking Tool, reviewed and monitored on a weekly basis. The Project Team will lead the implementation of an issue management process that focuses on early issue identification, tracking and reporting, prioritizing and analyzing, escalation and prompt resolution procedures. The Accenture and City agreed upon open "Critical" and "High" issues should be included as a subsection on the weekly track status reports.

The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
• Create Issue Management Plan	• Review and approve the Issue Management Plan
• Create Issue Tracking Tool	• Participate in Issue Management activities
• Identify issues and resolutions	• Identify issues and resolutions
• Report on major issues in the weekly status report	

2.2.7 Quality Management

Accenture's Quality Assurance approach combines leading industry practices with internal proprietary practices that provide:

- Tools to evaluate quality and monitor performance
- Processes that help to provide an early warning/detection system to identify and address issues
- Standard quality methodologies and performance metrics
- Quality reviews throughout the lifecycle

The approach includes layers of quality review, client satisfaction surveys and adherence to quality guidelines and standards.

The Quality Assurance approach includes the following major activities:

- Develop quality guidelines for development and testing
- Conduct monthly Process and Project Quality Assurance (PPQA) reviews
- Conduct quarterly client quality assurance (QA) reviews from an outside observer that also includes the establishment and evaluation of stakeholder expectations
- Conduct annual client satisfaction survey
- Conduct Expectations Management sessions with City executives
- Work with agencies to ensure adoption of and adherence to project QA standards.

The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
• Provide QA training to the Project Team	• Communicate project quality standards to agencies
• Conduct quality reviews per the project plan	• Make the appropriate client stakeholders available for periodic meetings
	• Respond to the annual client satisfaction survey
	• Assist agencies in meeting project QA standards

2.3 Responsibility Matrix

The table below summarizes the responsibilities for Accenture and the City:

Area	Activity	Accenture Team	City
Program and Project Management	Develop and Maintain Project Work Plan	Lead	Assist and Approve
	Develop Status Report Templates	Lead	Assist and Approve
	Develop and Submit Weekly Status Reports	Lead	Review and ·

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Area	Activity	Accenture Team	City
			Approve
	Develop and Maintain Documentation Plan	Lead	Assist and Approve
	Develop and Maintain Program Management Plan	Lead	Assist and Approve
	Develop and Maintain Quality Management Plan	Lead	Assist and Approve
Risk Management	Develop and Maintain Risk Management Plan	Lead	Assist and Approve
	Track Risk Factors in Risk Register	Lead	Assist and Approve
	Develop Risk Factor Avoidance and Mitigation Plans	Lead	Assist and Approve
	Implement Risk Factor Avoidance and Mitigation Plans	Lead	Assist and Approve
Issue Management	Develop and Maintain Issue Management Plan	Lead	Assist and Approve
	Track Issues in Issue Log	Lead	Assist and Approve
	Develop Issue Resolution Plans	Lead	Assist and Approve
	Implement Issue Resolution Plans	Lead	Assist and Approve
	Escalate Issues	Lead	Assist and Approve
	Develop Decision Analysis and Resolution Document	Lead	Assist and Approve
Quality Management	Participate in Client Satisfaction Survey	Conduct	Complete
	Conduct Stage/Phase Review	Lead	Assist and Approve

2.4 Deliverables

Phase	Deliverable Grouping	Deliverables	Description
Plan/Analyze	Project Work Plan	Project Work Plan	This Deliverable includes the project tasks, Deliverables, schedule, milestones, and resources assigned to the tasks in Microsoft Project.
	Project Management Plan	Project Management Plan	This Deliverable provides an overall summary of the project management approach and includes the following sections: Quality Management Plan, Risk/Issue Management Plan, Status Reporting Plan, and Documentation Plan

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Phase	Deliverable Grouping	Deliverables	Description
	Project Management and Status Reports	Project Management, Administration and Status Reports	This Delivery provides a current status of the Project on weekly and monthly basis, and also includes overall direction and management of resources required to meet the Schedule.

3.0 Technical Architecture and Infrastructure Design

3.1 Overview

The Technical Team, comprised of Technical and BI/Reporting staff, is responsible for planning, designing and building the System technical infrastructure for the project, including the following services:

- Installation and maintenance of planned database instances / environments, as per the schedule below.
- Structure and maintenance of planned database instances / environments, as per the schedule below. These environments include:

Environments	Projected Available Date
PeopleSoft Financials CRP	October 2015
PeopleSoft Financials Demo	October 2015
PeopleSoft Financials Configuration	January 2016
PeopleSoft Financials Development	April 2016
PeopleSoft Financials Conversion	April 2016
PeopleSoft Financials System/Integration Test	September 2016
PeopleSoft Financials Performance Test	December 2016
PeopleSoft Financials Acceptance Test	January 2017
PeopleSoft Financials Training	January 2017
PeopleSoft Financials Production	April 2017
BI Apps Demo	October 2015
BI Apps Development	April 2016
BI Apps Test	December 2016
BI Apps Production	April 2017
Phire Testing/Patching	April 2016
Phire Production	April 2017

- Standard methodology for developing a business continuity plan, continuity capabilities and high-availability infrastructure, as well as a detailed explanation of the related approach, activities, procedures, tools, and templates.
- Disaster recovery guidance and execution (if necessary) for the duration of the project in accordance with the City's disaster recovery plan.
- Performance tuning of databases, application servers, web servers, and other software and devices deployed as part of the proposed solution. This includes batch and online software tuning, as well as data conversion software tuning.
- Software upgrade methodology, as well as a detailed explanation of the related approach, activities, procedures, tools, and templates.
- Leverage Accenture Enterprise Services for Government pre-configured environments as baselines as appropriate (i.e. for CRP or base Development environment).

3.2 Major Activities

3.2.1 Plan/Analyze Phase Environments

The City will provide a Technical Team to provide technical leadership and resources for building and supporting the technical hardware infrastructure for the project, including the following services:

- Manage the standard technical infrastructure configuration, environment setup, online availability, user access grants, and user management.
- Knowledge and access to existing network environment security infrastructure and identify management solution.
- Initial software installation to support design, configuration, and testing.
- Establishment/Allocation of storage space, memory, and network infrastructure for necessary System environments with respect to the implementation to support the project teams.

- Environment and network support (or delegated support access) during non-standard working hours for project team members.
- Technical assistance with the integration of external software outside the scope of the System core implementation.

Accenture will provide the AESG pre-configured Conference Room Pilot (CRP) environments for four (4) months of the Plan/Analyze phase. This environment will be used for the fit-gap sessions. The Technical Team will work closely with the City's infrastructure team to provide the hosting and access to the CRP environments. In addition, the Technical Team will provide the maintenance and support of these environments.

The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
• Install PeopleSoft AESG CRP environments • Install additional software needed for CRP • Maintain CRP environments	• Provide infrastructure for CRP installation • Maintain CRP infrastructure

3.2.2   Technical Fit/Gap Analysis

The Technical Team will perform a Technical Fit/Gap Analysis. The Technical Fit/Gap Analysis involves analyzing the technical architecture gaps within the System and determining the possible resolutions of those gaps, which often include things such as manual workarounds and customization. The Technical Fit/Gap Analysis will detail any additional technical software or hardware needs required by the project.

The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
• Perform a technical application Fit/Gap Analysis needed to meet the City requirements. • Facilitate Fit/Gap sessions • Provide Subject Matter Experts (SMEs) for the technical application requirements • Participate in review of technical infrastructure gaps • Determine gaps resolutions • Produce technical application Fit/Gap documents assigned to Accenture • Confirm and adjust Project Plan based on the outcomes of the Plan/Analyze Phase	• Review requirements for technical infrastructure gaps • Participate in Fit/Gap sessions • Participate in gap resolutions • Provide Subject Matter Experts (SMEs) that can efficiently and accurately document/describe City infrastructure components • Produce Technical infrastructure Fit/Gap documents assigned to the City • Identify work-around that will help limit the number of modifications required to support City technical requirements • Make design decisions in a timely manner

3.2.3   Design – Deploy Phase Environments

The Technical Team will create the environments that will be used during the Design Phase of the project. The Technical Team will build out the applications, hardware, and network infrastructure for the Design Phase environments. These environments will be fully built-out environments with dedicated web, application and database servers. Additionally, the Technical Team will provide the maintenance and support of these environments, including applying patches and bundles.

The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
• Install PeopleSoft Design Phase environments • Install additional software needed for Design Phase environments • Provide infrastructure requirements for Design Phase environments • Maintain and support Design Phase applications	• Provide infrastructure for Design installation • Install infrastructure components for Design Phase • Maintain and support Design Phase infrastructure

The Technical Team will provide technical leadership and resources for building and supporting the technical hardware infrastructure for the project, including the following services:

- Manage the standard technical infrastructure configuration, environment setup, online availability, user access grants, and user management.
- Knowledge and access to existing network environment security infrastructure and identify management solution.
- Initial software installation supporting build through deployment.
- Establishment/Allocation of storage space, memory, and network infrastructure for necessary System environments with respect to the implementation to support the project teams.
- Environment and network support (or delegated support access) during standard and non-standard working hours for project team members.
- Technical assistance with the integration of external software outside the scope of the System core implementation.

The Technical Team will provide the hosting and access to all of the environments. In addition, the Technical Team will provide the maintenance and support of these environments.

The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
• Install PeopleSoft environments	• Provide infrastructure environment installations
• Install other Accenture responsibility software as identified in this SOW	• Maintain and support environment infrastructure
	• Install Oracle database
• Maintain and support new environments	• Create Oracle instances needed by the applications and the tools.

3.2.4 Technical Architecture Design

The Technical Team will create and document the design of the application and infrastructure architectures, including hardware, software, and networks.

The Technical Blueprint deliverable will be created to describe the components of the technical architecture that supports the System business applications. This document provides information as to the use of these components and how they integrate with each other.

The Technical Blueprint includes the following sections:

- **Application Architecture Specification**: Defines the existing and planned application structure, describes functional software solutions, and their interactions needed to support business processes.
- **Technical Architecture Specification**: Details the scope of the technical and process options proposed by the technical architect.
- **Development Environment Specification**: Documents the design specifics for the selected development environment components and services.
- **Execution Environment Specification**: Consists of execution service designs and the infrastructure platform design.
- **Operations Environment Specification**: Documents the design specifics for the selected operations environment components and services.

The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
• Create Technical Blueprint	• Provide infrastructure SME's to provide detailed information on infrastructural components
• Create initial Application Architecture Specification	
• Create initial Technical Architecture Specification	• Assist with creation of the Technical Blueprint and its included sections

- Create initial Development Environment Specification
- Create initial Execution Environment Specification
- Create initial Operations Environment Specification

- Review Technical Architecture deliverable in a timely manner.

3.2.5 Development Standards

The Technical Team will provide programming guidance through the Development Standards deliverable. This document will detail the standards that will be used when customizing the delivered System. As a rule, no System delivered objects (e.g., page, record, field, PeopleCode, SQR) or bolt-on application objects will be modified, except via the procedures described in the Deliverable. Enhancements to delivered objects will be properly tracked in order to expedite system maintenance, maintain system and data integrity, and to assist in the upgrade/patching process. Valid values and validation rules will be stored in the Application Designer tool, promoting a single location for these values. These can be exported for reporting purposes.

Examples of items covered in the Application Development Standards include:

- Naming Standards
- Commenting Standards
- Online Development Standards
- SQL Standards
- SQR Reporting Development Standards
- Application Engine Programs Standards
- Application Messaging Standards
- Lists of common abbreviations to use when creating new elements
- Performance guidelines

The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
• Review current City standards • Create Development Standards	• Provide current standards that may impact Development Standard. For instance, current naming conventions. • Assist with creation of Development Standards • Review Development Standards

3.2.6 Disaster Recovery

The Technical Team will provide Disaster Recovery (DR) guidance and participate in execution (if necessary) in accordance with the City's disaster recovery plan. The DR plan should include testing of the disaster recovery capabilities for production prior to going live for each phase. The City will be responsible for planning and executing the disaster recovery testing.

Accenture Responsibilities	City Responsibilities
• Contribute technical application guidance to Disaster Recovery • Participate in the DR plan creation and execution	• Provide Disaster Recovery infrastructure • Create the Disaster Recovery plan • Create DR Execution Plan for the DR test exercise • Develop DR procedures, providing detail steps necessary to bring DR site to Production Status • Execute the DR plan

3.2.7 Infrastructure and Applications Technical Support

Throughout the Project the Technical Team will be required to provide the ongoing technical support of the infrastructure and applications. The infrastructure components include hardware (hosting, network, etc.), as well network connections and configurations. Environment, network, and application support (or delegated support access) during standard and non-standard working hours for project team members will be required.

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The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
• Establish application monitoring • Monitor and respond to alerts for the application • Respond and perform application service requests • Assist with infrastructure support as required to resolve application issues. • Report on application technical support activities and statistics as required	• Establish infrastructure monitoring • Implement network changes, such as Load Balancer, DNS entries, DHCP servers • Process firewalls changes • Coordinate infrastructure support required to resolve application issues. • Monitor and respond to alerts from infrastructure • Respond and perform infrastructure service requests in a timely fashion • Report on infrastructure support activities and statistics as required

3.2.8 Upgrades, Patches, and Fixes

The Technical Team will establish software upgrade, patch, and fix methodologies (Fix or Patch) for use on the Project. The Technical Team will establish criteria and plan for applying software upgrades from Oracle (PeopleSoft, etc.). These upgrades include:

- Service Packs
- Application Bundles
- Patches & Fixes
- Applying software upgrades

Work products will be created explaining the related approach, activities, procedures, tools, and templates. These work products include:

- Configuration migration procedures
- Object/code migration procedures
- Develop software patches and fixes methodology

Throughout the Project, the Technical Team will apply fixes, patches and bundles as needed, when available from Oracle (PeopleSoft, etc.), and in consultation and coordination with the overall project team). Fixes, patches, and bundles will not be applied after the start of testing and before the end of production stabilization, except for when the fix, patch, or bundle addresses a particular critical or high priority defect and has Project Team approval.

The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
• Establish criteria and plan for applying software upgrades from Oracle (PeopleSoft, etc.) • Establish plan for applying database upgrades from Oracle • Develop software patches and fixes methodology • Apply fixes, patches and bundles as needed (when provided & available from Oracle and in consultation w/ team) • Assist in establishing criteria and plan for applying fixes and patches to infrastructure components. • Assist in developing infrastructure component patches and fixes methodology	• Assist in development of criteria and plan for applying software upgrades from Oracle (PeopleSoft, etc.) • Assist in plan for applying database upgrades from Oracle • Assist in developing software patches and fixes methodology • Establish criteria and plan for applying fixes and patches to infrastructure components. • Develop infrastructure component patches and fixes methodology • Apply fixes and patches required of infrastructure components

3.2.9 City Infrastructure Responsibilities

The City will provide the following items for the duration of the project:

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- The City will provide all the infrastructure, software, and tools required by the project unless otherwise specified
- The City will provide appropriate user access rights to Accenture team personnel to allow them to carry out their responsibilities
- The City's enterprise batch scheduling tool will be used for batch scheduling, if available.
- The City will provide secure id tokens at no cost to Accenture project team members who require remote access to City's network to enable them to comply with any City security rules
- The City infrastructure will be accessible via remote access by Accenture's resources through VPN over the internet using Cisco (or a similar tool provided by the City) based on mutually agreed upon security provisions
- The City will provision the infrastructure required for all environments and build it up through OS and network before handing it over to Accenture. The City will remain responsible for all infrastructure (such as network, storage, servers) maintenance and support
- The City will provide hardware sized for development by the beginning of the project and sized for production by the beginning of the test phase
- The City will be responsible to decommission legacy applications that are being replaced.
- The City will provide necessary licenses and skills to facilitate the utilization an Identity and Access Management solution for the System
- The City is responsible for any changes or updates to its security software.

3.3 Responsibility Matrix

Roles and responsibilities for managing the technical infrastructure and related activities are delineated in the table below. It is assumed that applicable scope elements listed below apply to all instances of the hardware, databases and applications without specifying each, as appropriate.

Area	Activity	Accenture Team	City
Technical Architecture Design and Build	Install PeopleSoft (per environment)	Lead	Assist and Approve
	Setup PeopleSoft – to include applicable functionality, processes, components and programs (per environment)	Lead	Assist and Approve
	Install Oracle Databases	Assist	Lead
	Setup Oracle Databases	Assist	Lead
	Implement Load Balancer(s)	Assist	Lead
	Establish firewalls	Assist	Lead
	Apply application fixes, patches and bundles as needed (when provided & available from PeopleSoft and in consultation w/ team)	Lead	Assist and Approve
	Install Business Intelligence software	Lead	Assist and Approve
	Setup Business Intelligence	Lead	Assist and Approve
	Apply security to the DB level	Assist	Lead
	Document strategy for building and maintaining environments	Lead	Assist and Approve
	Create production system database administration procedures	Lead	Assist and Approve
	Create technical readiness document	Lead	Assist and Approve
	Evaluate WAN capacity as it relates to the System	Assist	Lead

Area	Activity	Accenture Team	City
	implementation		
	Create the standard technical infrastructure configuration	Assist	Lead
	Create database instances: • Demo • Sandbox • CRP • Configuration • Development • System/Integration Testing • Acceptance • Sandbox/CRP • Development • Training • Conversion • Performance Test • Production	Assist	Lead
	Application Servers Setup: • Application Servers • Web Servers	Lead	Assist and Approve
	Performance tuning: • Databases • Application servers • Web servers • Batch processes • Online processes	Lead	Assist and Approve
	Develop software patches and fixes methodology	Lead	Assist and Approve
	Maintain Application Databases and Environments	Assist	Lead
	Create backup and recovery plan	Assist	Lead
	Test and validate backup and recovery procedures in all environments (instances)	Assist	Lead
	Develop Database change policies	Assist	Lead
	Harden the web infrastructure components; install security patches, turn off unused services, etc.	Assist	Lead
	Establish remote access to development environments in accordance to City policies	Assist	Lead
	Develop hardware installation strategy & plan	Assist	Lead
	Install & configure hardware	Assist	Lead
	Install & configure operating system software	Assist	Lead
	Setup SAN drives	Assist	Lead
	Install SAN drivers	Assist	Lead
	Install backup system	Assist	Lead
	Manage Technical Infrastructure Configuration	Assist	Lead
	Develop configuration migration procedures	Lead	Assist and Approve
	Develop standard technical infrastructure configuration	Assist	Lead

Area	Activity	Accenture Team	City
	and change management methodologies		
	Document technical architecture for PeopleSoft	Lead	Assist and Approve
	Document infrastructure design	Assist	Lead
	Develop and document standard technical infrastructure configuration	Lead	Assist and Approve
	Maintain Technical Infrastructure Configuration	Assist	Lead
	Create the Disaster Recovery plan	Assist	Lead
	Develop DR Procedure to bring up applications	Assist	Lead
	Develop DR procedures, providing detail steps necessary to bring DR site to Production Status	Assist	Lead
	Conduct DR development meetings	Assist	Lead
	Create DR Execution Plan for the DR test exercise	Assist	Lead
	Architect, implement and test a disaster recovery process	Assist	Lead
	Identify technical requirements	Lead	Assist and Approve
	Define application architecture	Lead	Assist and Approve
	Define technical architecture	Lead	Assist and Approve
	Assess technical architecture gaps	Lead	Assist and Approve
	Confirm technical architecture analysis and Deliverables	Lead	Assist and Approve
	Transition technical architecture analysis Deliverables	Lead	Assist and Approve
	Size hardware for implementation	Assist	Lead
	Design batch processing	Lead	Assist and Approve
	Confirm hardware sizing for implementation	Lead	Assist and Approve
	Confirm hardware sizing for production	Lead	Assist and Approve
Upgrades, Patches, and Bundles (for application components)	Identify Patches and Bundles	Lead	Assist and Approve
	Determine applicability to environment(s) including impact, dependencies, and risk	Lead	Assist and Approve
	Confirm application of Patch or Bundle	Assist	Lead
	Develop Patch or Bundle package	Lead	Assist and Approve
	Apply Patch or Bundle package	Lead	Assist and Approve
	Test Patch or Bundle package	Assist	Lead
	Deploy Patch or Bundle package	Lead	Assist and Approve
Operations	Create production Application system administration procedures	Lead	Assist and Approve
	Create production Application system operation procedures	Lead	Assist and Approve

Area	Activity	Accenture Team	City
	Perform Nightly Operations: • Operating System backups • Database backups • Web backups • Other server backups	Assist	Lead

3.4 Deliverables

The following Deliverables will be created.

Phase	Deliverable Grouping	Deliverables	Description
Plan/ Analyze	Tech Arch Plan	Technical Fit/Gap Analysis	The Technical Fit/Gap Analysis involves analyzing the technical architecture gaps within the System and determining the possible resolutions to each gap, which often include things such as manual workaround or customization. The Technical Fit/Gap analysis will detail any technical software or hardware needs required by the project.
		Technical Environment Setup for Design Phase	The Technical Environment Setup for Design Phase is the delivery of the Design environments where the Project Team conduct design sessions and build configuration. The environments built for the applications include Demo, Configuration, and Development.
Design	Tech Arch Design & Technical Environment Setup	Technical Blueprint	The Technical Blueprint describes the components of the technical architecture that supports the System business applications. This document provides information as to the use of these components and how they integrate with each other.
		Environment Support Status Report for Design Phase	The Environment Support Status Report deliverable summarizes the environment support that was provided during the phase.
		Development Standards	The Development Standards deliverable describes the standards and process for making modifications to the applications.
		Technical Environment Setup for Build Phase	The Technical Environment Setup for Build Phase is the delivery of the Build environments. The environments built for the applications include Conversion, Training, and the Phire environments.
		Technical Environment Setup for Test Phase	The Technical Environment Setup for Test Phase is the delivery of the Test environments. The environments built for the applications include System/Integration Test, Acceptance Test, and Performance Test,
Build	Technical Env Setup and Execution of Dev Env Support	Environment Support Status Report for Build Phase	The Environment Support Status Report deliverable summarizes the environment support that was provided during the phase.
		Technical Environment Setup for Deploy Phase	The Technical Environment Setup for Deploy Phase is the delivery of the Deploy environments. The environments built for the applications include Production.

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Phase	Deliverable Grouping	Deliverables	Description
Test	Technical Env Setup and Execution of Dev Env Support	Environment Support Status Report for Test Phase	The Environment Support Status Report deliverable summarizes the environment support that was provided during the phase.

4.0 Business Process Analysis

4.1 Overview

The Business Process Analysis (BPA) team will complete service delivery workshops, business process assessment, readiness assessment, and leading practice workshops to identify and address policy level issues that span across multiple software modules. The intent of this BPA phase is to assist the City to surface issues and make decisions that will make the subsequent System Analysis and Business Process Design phase more efficient and effective.

4.2 Major Activities

4.2.1 Service Delivery Workshops

Accenture will conduct two (2) service delivery workshops. The purpose of the workshops is to determine the operating principles to align the City's service delivery strategy with the System business strategy. Accenture will employ our strategy framework in these workshops. This framework examines the organization's DNA.

Our framework is grounded in the belief that organizations produce exactly the results they are designed to produce, and none other. To get a different result requires a different design – a different set of organizational DNA and operating principles. Our approach divides an organization's DNA into five components:

- **Purpose**: how does the organization define its purpose
- **Accountability**: to whom is the organization accountable
- **Incentives**: what matters and how are they made to happen
- **Power**: what is controlled and by whom
- **Culture**: what are the unwritten rules

The DNA of the City is manifested in its operating principles – they determine the way work actually gets done. In the workshops Accenture will work with the City to understand the current DNA and operating principles and either refine or develop new DNA and operating principles aligned with the strategy of the new financial system.

Accenture will prepare for the first workshop by consulting with City leaders to gather baseline information. Accenture will deliver materials prior to the first workshop to prepare City participants. The first workshop will be a full day of curated discussions led by Accenture facilitators using "prompting questions" from our strategy framework. Accenture will capture the results of the workshop and use the material to prepare for the second workshop, which will also be a full day. The objective of the second workshop is to create an agreed upon set of operating principles.

The table below summarizes the responsibilities for Accenture and the City.

Accenture Responsibilities	City Responsibilities
• Prepare materials for pre-read for Service Delivery workshops • Lead two (2) Service Delivery workshops • Analyze and document results from Service Delivery workshops	• Participate in Service Delivery workshops • Provide Subject Matter Experts (SMEs) that can efficiently and accurately document/describe current operating principles

4.2.2   Business Process Assessment

Using the AESG Capability Assessment Model tool, Accenture will conduct an assessment of finance and procurement business processes in scope. This tool is a survey questionnaire. The BPA team will work with the City to tailor the tool (if needed). The tool will be distributed to City agencies and responses will be sent back to Accenture. The BPA team will analyze responses, and conduct follow up interviews with agencies if needed. The BPA will summarize results and findings (i.e. a "heat map" that compares current city capability to leading practices) and review with City leadership.

The table below summarizes the responsibilities for Accenture and the City.

Accenture Responsibilities	City Responsibilities
• Prepare and if necessary tailor the AESG tool • Conduct agency training on the survey questions • Address questions agencies might have when completing the survey • Conduct follow up interviews with agencies if needed • Analyze and summarize results and findings • Present findings for review and discussion with City leadership	• Provide Subject Matter Experts (SMEs) to determine what tailoring is merited to the tool, if any • Identify agency personnel who will respond to the survey • Manage timely and complete agency responses to the survey, including scheduling of follow up interviews if needed • Participate in review of the findings

4.2.3   Organizational Readiness Assessment

Using the AESG Organizational Readiness Assessment Model tool, Accenture will conduct an assessment of the readiness for agencies in scope along the dimensions of culture, people, process, and technology. This tool is a survey questionnaire. The BPA team will work with the City to tailor the tool (if needed). The tool will be distributed to City agencies and responses will be sent back to Accenture. The BPA team will analyze responses, and conduct follow up interviews with agencies if needed. The BPA will summarize results and findings (i.e. a "heat map" which helps answer the question "how much change management should we plan for") and review with City leadership.

The table below summarizes the responsibilities for Accenture and the City.

Accenture Responsibilities	City Responsibilities
• Prepare and if necessary tailor the AESG tool • Conduct agency training on the survey questions • Address questions agencies might have when completing the survey • Conduct follow up interviews with agencies if needed • Analyze and summarize results and findings • Present findings for review and discussion with City leadership	• Provide Subject Matter Experts (SMEs) to determine what tailoring is merited to the tool, if any • Identify agency personnel who will respond to the survey • Manage timely and complete agency responses to the survey, including scheduling of follow up interviews if needed • Participate in review of the findings

4.2.4   Leading practice workshops

Accenture will conduct nine (9) leading practice workshops. Each workshop will run approximately three hours and focus on the following topics:

- **Chart of Accounts:** This workshop would review mandatory coding block elements across the City, including the taxonomy and hierarchy for funds, organizations, expenditure accounts, revenue accounts, commodities, programs, and outcomes. This also includes the provision for optional (but

consistent) coding block elements for departments to include the taxonomy and hierarchy for projects and grants, and department-based options for lower levels of the mandatory hierarchy (e.g., lower levels of detail that are useful to departments but not mandated by the City).

- **"Payee" master data:** This workshop would review standard data definitions for all classes of payees (whether in a master database or across multiple databases) such as vendors, employees, recipients, beneficiaries, fiduciaries, bondholders, other governments, and entities receiving revenue refunds. There are three components in this workshop. First, identify the sources and uses of payee data. Second, address policy issues such as data privacy, security, and access. Lastly, develop an agreed upon governance and management structure for payee master data.

- **"Customer" master data:** This workshop would review standard data definitions for all classes of customers (whether in a master database or across multiple databases) such as taxpayers, other governments, and entities remitting revenue associated with fees, fines, licenses, sales, rents, and assessments. The three components in this process are the same as the payee data. First, identify the sources and uses of customer data. Second, address policy issues such as data privacy, security, and access. Lastly, develop an agreed upon governance and management structure for customer master data.

- **Reporting strategy for in-scope business processes:** This activity involves three key steps to integrate data and analytics into business processes as discussed with stakeholders during the Service Delivery workshops. The first step is to identify the most important things to measure. Part of this initial step is to confirm that processes are compliant with relevant statutes and policies. Next, identify the sources of information (digital, manual, non-existent) – based on the source of information, related activities may need to be established to create a process for collecting relevant data, or to transition manually available data to a digitized format. Finally, confirm the use of data to identify issues related to the consumption and reporting of data that may stem from access, organizational hierarchy and scope of reporting.

- **Accounts Payable:** This workshop will review leading practices in the procure-to-pay chain of activities. The focus is to identify opportunities to standardize, optimize, or innovate.

- **Accounts Receivable:** This workshop will review leading practices in the order-to-cash chain of activities. The focus is to identify opportunities to standardize, optimize, or innovate.

- **Grants Management:** This workshop will review leading practices in the chain of activities with the City acting as grantee and the City acting as grantor. The focus is to identify opportunities to standardize, optimize, or innovate.

- **Strategic sourcing:** This workshop will review leading practices in strategic sourcing. The focus is to identify opportunities to standardize, optimize, or innovate.

- **PeopleSoft Business Units:** This workshop will review leading practices in establishing and implementing PeopleSoft Business Units for government

Accenture will prepare for each workshop by consulting with City leaders to gather baseline information. Accenture will deliver materials prior to each workshop to prepare City participants. Each workshop will be a half day of presentations and curated discussions led by Accenture facilitator and Subject Matter Experts. Accenture will capture the results of each workshop and transition that material to the project team.

The table below summarizes the responsibilities for Accenture and the City.

Accenture Responsibilities	City Responsibilities
- Prepare pre-read materials - Conduct the workshops - Present findings for review and discussion with City leadership	- Provide Subject Matter Experts (SMEs) to review and comment on pre-read materials before distribution - Identify and schedule agency personnel who will participate in the workshops - Participate in the workshops - Participate in review of the findings

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4.3 Responsibility Matrix

The table below summarizes the responsibilities,

Area	Activity	Accenture Team	City
BPA phase	Prepare for service delivery workshops	Lead	Assist
	Identify and schedule City participants for service delivery workshops	Assist	Lead
	Conduct service delivery workshops	Lead	Assist
	Document findings and review with the City	Lead	Assist and Approve
	Prepare for business process assessment	Lead	Assist
	Identify and schedule City participants for business process assessment	Assist	Lead
	Conduct business process assessment	Lead	Assist and Approve
	Document findings and review with the City	Lead	Assist and Approve
	Prepare for readiness assessment	Lead	Assist
	Identify and schedule City participants for readiness assessment	Assist	Lead
	Conduct readiness assessment	Lead	Assist and Approve
	Document findings and review with the City	Lead	Assist and Approve
	Prepare for each leading practice workshop	Lead	Assist
	Identify and schedule City participants for readiness assessment	Assist	Lead
	Conduct each leading practice workshop	Lead	Assist and Approve
	Document findings and review with the City	Lead	Assist and Approve
	"Stress test" the City governance process by bringing BPA results for review and approval as needed	Assist	Lead
	Transition results of the BPA phase to the project team	Lead	Assist and Approve

4.4 Deliverables

The following Deliverables will be created:

Phase	Deliverable Grouping	Deliverables	Description
BPA	Service Delivery Workshops	Documentation of the results of the service delivery workshops	Documents the agreed upon operating principles that will be used to guide the alignment of the City's service delivery strategy with the strategy for the new financial system
BPA	Business Process Assessment	Heat map	A comparison of the current City business processes to leading practices. These findings will be used to guide the System Analysis and Business Process design phase.
BPA	Readiness Assessment	Heat map	A comparison of the current City readiness for change along the dimensions of culture, people, process, and technology. These findings will be used to guide the System Analysis and Business Process design phase.
BPA	Leading Practice	Documentation of the results of each workshops	Documents the agreed upon leading practices that will be used to guide System Analysis and

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Phase	Deliverable Grouping	Deliverables	Description
	Workshops		Business Process design phase of the new financial system

5.0 System Analysis and Business Process Design

5.1   Overview

The Functional Team, comprised of Functional and BI/Reporting staff, will analyze the City's business requirements, demonstrate the proposed software's ability to meet those requirements, and perform a formal fit/gap analysis documenting the disposition of each identified gap as part of the System Analysis and Business Process Design effort.

Accenture will assist the City in identifying appropriate business process improvement opportunities inherent in the use of software leading practices, documenting the desired changes, and planning and implementing the business process changes leveraging our change management methodology.

5.2   Major Activities

5.2.1   Requirements

The Functional Team will organize and conduct sessions with key City Subject Matter Experts and Managers to review, validate, update and format the System requirements for use in guiding design, configuration, and testing activities on the Project. The Functional Team will then document the updated requirements, annotate each with a brief description of how the validated requirement will be met, and submit and revise the documentation as required to obtain City approval. The Functional Team shall use the updated requirements as the base of the Requirements Traceability Matrix (RTM). This document will be updated throughout the project.

5.2.2   Conference Room Pilots and Fit/Gap Analysis

The Functional Team will map the City's requirements to the in-scope modules and assess the business processes against the System capabilities across the different functions. This is accomplished through a series of Conference Room Pilot (CRP) sessions prepared and conducted for each functional team. The steps used to prepare and conduct the CRP will be as follows:

- Organize the functional requirements into logical business process groupings. The Functional Team will develop a list of business processes to demonstrate using the delivered functionality and configuration.

- Prepare a schedule of CRP sessions organized around the identified business processes. This inventory of business processes becomes the foundation for the organization and scheduling of the conference room pilot sessions.

- Identify the appropriate CRP participants and send invitations with sufficient lead time. While preparing for the CRP sessions, the audience will be identified and invitations sent out in advance. The City will want to identify a mix of CRP participants that represent a variety of agency needs, including both functional and technical SMEs from the agencies.

- Prepare for the CRP sessions, leveraging existing As-Is and AESG To-Be process documentation. The teams will review existing process documentation to become familiar with current City processes and work done to date to identify and document To-Be business processes. The teams will prepare agendas and scripts to plan and prepare for how the functionality will be demonstrated to the participants and how the requirements will be reviewed. The AESG Pre-configured PeopleSoft environment and supporting documentation will be used to support the To-Be processes.

- Conduct the CRP sessions and identify gaps between the requirements, To-Be business processes and delivered functionality. The Functional Team will use the live software and the configuration to explain how the business processes work in the delivered environment. The applicable requirements will be reviewed, and gaps will be identified.

- Document possible solution options for the identified gaps. After a CRP session is complete, the team will review the gaps and identify possible solution options for resolving the gaps. Possible solutions may include a business process change, a modification to the requirement to conform to the delivered software, a work around, a policy change or a modification to the software.

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- For gaps where modifications are proposed, estimate the modification effort and prioritize the modification. For gaps where modifications are proposed, the teams will estimate the modifications and assign a priority to the modifications along with any appropriate justification for the modification.
- Document the results of the fit/gap analysis in the RTM.
- Conduct Interface strategy workshops and document plan.

The proposed modifications arising from the CRP process will follow the standard documentation and approval process as described in this document. Approved modifications will be documented in the inventories of reports, interfaces, conversions, extensions, and workflows (RICEW objects) needed to meet the System requirements. The inventory of approved modifications will become the basis for the modification designs and build documents to be developed throughout the course of the Project.

At the end of the phase, the Project Workplan will be updated to reflect any scope changes.

The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
• Perform a Fit/Gap Analysis of the System software, and validate inventories of the reports, interfaces, conversions, extensions, and workflows (RICEW) needed to meet the City requirements.	• Provide Subject Matter Experts (SMEs) that can efficiently and accurately document/describe current As-Is business processes and San Francisco legal and administrative rules across the City in all departments.
• Produce To-Be Business Process documents assigned to Accenture as part of CRPs for Financial Business Processes.	• Produce To-Be Business Process documents assigned to the City as part of CRPs for Business Processes.
• Identify and document the roles affected by the business processes designed during the conference room pilots.	• Identify work-arounds that will help limit the number of modifications required to support City business processes.
• Support the City in identifying required modifications to existing City systems based on Interface requirements.	• Review, rationalize, prioritize, and approve the RICEW inventory.
• Validate existing System requirements and document the mechanism for meeting those requirements, i.e. RICEW, Business process change, etc.	• The City will take responsibility for modifications to existing City systems.
• Conduct Interface strategy workshops and BI/Reporting strategy workshops. Document plan and approach.	• Make design decisions in a timely manner.
• Confirm and adjust Project Plan based on the outcomes of the Analyze Phase.	

5.2.3 Chart of Accounts

The Functional Team will conduct analysis on the Chart of Accounts structure and create an initial design. The following steps are conducted to create the Chart of Accounts (COA) analysis and design.

- Review existing COA Structure
- Discuss Agency usage of COA
- Gather reporting requirements
- Map existing COA to PeopleSoft ChartFields
- Define new ChartFields and usage
- Resolve issues
- Develop representative list of valid values

The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
• Lead Chart of Accounts activities	• Participate in Chart of Accounts activities
	• Provide Subject Matter Experts (SMEs) that can

efficiently and accurately document/describe current chart of accounts usage

5.3 Responsibility Matrix

The table below summarizes the responsibilities.

Area	Activity	Accenture Team	City
Fit / Gap	Populate preliminary configuration templates and provide sample data for process driven interations	Assist	Lead
	Provide existing Business Process Documentation and subject matter expertise on current processes	Assist	Lead
	Coordinate City and other agency participation in workshops	Assist	Lead
	Conduct business process area workshops, document requirements, fit/ gap analysis	Lead	Assist and Approve
	Document findings in RTM Fit/Gap columns	Lead	Assist and Approve
	Coordinate the City and other agency participation in workshops	Assist	Lead
	Document Master Inventory of Customization Objects	Lead	Assist and Approve
	Update Business Process Design Documents	Assist	Lead
	Conduct Interface strategy workshops and document plan	Lead	Assist and Approve

5.4 Deliverables

The following Deliverables will be created.

Phase	Deliverable Grouping	Deliverables	Description
Plan/Analyze	General System Design	Conference Room Pilot Results	Design sessions that evaluate the fit of PeopleSoft with the City's present operations and workforce. The conference room pilot tests PeopleSoft using the City's requirements in a controlled environment, provides information required to develop the implementation, and serves as a gap analysis exercise.
		Requirements Traceability Matrix	The Requirements Traceability Matrix maps from the high-level requirements and the detailed product requirements to the various analyses, design, build, and test components (e.g., designs and test conditions), product functions/components and business areas throughout all stages of the project. All project phases will map back to the Requirements Traceability Matrix to ensure that all requirements are tracked and properly reflected in the System.
		Fit Gap Analysis Document	The Functional Fit/Gap Analysis involves analyzing each business process gap within the System and determining the possible resolutions to each gap, which often include things such as manual workaround or customization. The Functional Fit/Gap Analysis is the result of the Conference Room Pilot.
		Customization Inventory	This is the initial list of customizations that would be used as an input to estimate the remainder of the project.

6.0 System Configuration

6.1 Overview

The Functional Team will create the configuration design and configure the System.

6.2 Major Activities

6.2.1 Configuration Design

The Functional Team will create configuration approach documents that will detail the approach to configuring PeopleSoft to meet the City's business requirements.

The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
• Produce configuration approach documents for configuration work units assigned to Accenture in each business process. • Review the Configuration Approach Documents. • Work closely with City project management, team members, subject matter experts and technical personnel in meeting process, workflow, functional, technical, and security requirements via software configuration to the extent possible.	• Produce configuration approach documents for configuration work units assigned to the City in each business process. • Review and approve the Configuration Approach Documents. • Provide SMEs that can efficiently and accurately document/describe existing configuration requirements.

6.2.2 Configuration Build

The Functional Team will create configuration data entry documents to define the detailed values that will be loaded into the System. The Functional Team will upload or manually key configuration data values into the configuration environment and automatically distributed to other environments as needed.

The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
• Produce configuration data-entry documents for configuration work units assigned to Accenture in each business process. • Review the Data Entry Documents. • Develop data load programs to insert values from the data-entry documents into the tables in the configuration environment for configuration work units assigned to Accenture. • Manually key configuration values contained in the data-entry documents for configuration work units assigned to Accenture. • Configure security definitions using the City System Security Functionality. • Validate configuration data after it is entered or loaded for configuration work units assigned to Accenture	• Produce configuration data-entry documents for configuration work units assigned to the City in each business process. • Review and approve the Data Entry Documents. • Provide SMEs that can efficiently and accurately document/describe existing configuration requirements. • Manually key configuration values contained in the data-entry documents for configuration work units assigned to the City. • Validate configuration data after it is entered or loaded for configuration work units. • Provide table values for population into the System configuration tables.

6.3 Responsibility Matrix

The table below summarizes the responsibilities.

Area	Activity	Accenture Team	City
Configuration	Design configuration	Lead	Assist and Approve
	Build configuration	Assist	Lead

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6.4 Deliverables

The following Deliverables will be created.

Phase	Deliverable Grouping	Deliverables	Description
Design	Detail System Design (by module)	Configuration Design	The Configuration Design is the repository for all configurations done in the System sorted by module and business process. This document will serve as quick reference guide for all project personnel involved in system maintenance post go-live. Project personnel will utilize this guide to quickly identify all configuration aspects of a business process that will be impacted by a change to the existing business process or application upgrade.
Build	Application Build (by module)	Build Exit Report containing an inventory of: - Modules Configured	The Build Exit Report will list the configured modules in preparation for the beginning of System Test.

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7.0 Customizations (Extensions, Workflow)

7.1 Overview

The Functional and Technical Teams will be responsible for the functional and technical designs, coding, unit testing, integration testing, and knowledge transfer associated with modifications assigned to Accenture in accordance with agreed upon standards. Modifications will be documented in such a way that they can be reproduced when the City upgrades to new releases of the proposed software.

The City and Accenture will work collaboratively to plan and implement Business Process Reengineering where ever possible, and as defined in the applicable Deliverables, to leverage the best practices inherent in the chosen COTS System solution to meet the City's goal to: 1) minimize software customizations, 2) adopt industry best practices; 3) minimize downstream upgrade costs, and 4) entertain workable solutions that do not require customization of the software.

A Customization Pool of Hours will be created to manage the customizations to be developed by Accenture. Customization work units will be identified, estimated, reviewed, and approved during the Plan/Analyze Phase of the project to establish the size of the Customization Pool of Hours. If approved, and the work unit is assigned to Accenture, the estimate for the functional design, technical design, build/unit test, and system test effort of the work unit will be deducted from the available hours in the pool. Accenture will endeavor to have all software customizations incorporated into the software baseline to be compatible with future system upgrades. The Customization Pool of Hours will be included in the Fixed Price.

7.2 Major Activities

7.2.1 Functional Designs

The Functional Team will produce Functional Design Specifications for each Extension and Workflow object that was approved at the end of the Plan/Analyze Phase. The designs include comparing the City's specifications to the abilities delivered in the standard application, and validating design plans with project stakeholders.

Functional Design Specification documents will include the following sections:

- Document History
- Category of customization (i.e. report, interface, conversion, extension, workflow)
- Application Overview, including Business Process Impacts and Processing Overview
- Application Flow Diagram
- RTM Cross Reference
- Legacy System, Conversion, Configuration, Change Management, Security, and Technical Impacts (if any)
- Related Work Units (if any)
- Testing Scenarios

The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
• Produce Functional Design Specifications for software modifications assigned to Accenture and identified in the City-approved RICEW inventory.	• Produce Functional Design Specifications for software modifications assigned to the City and identified in the City-approved RICEW inventory.
• Develop the testing approach for the approved modifications.	• Review and approve the Functional Design Specifications Document.

7.2.2 Technical Designs

The Technical Team will produce Technical Design documents for the modifications approved during the Analyze Phase. Unlike Functional Design Specifications documents, these detailed (technical) designs

are intended as technical specifications that can be executed by application developers. Technical Designs include the following sections not included in the Functional Design Specification:

- Program Flows
- Program Pseudo Code
- Error Logic
- Custom Objects

The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
• Produce Technical Design documents for each work unit assigned to Accenture.	• Produce Technical Design documents for each work unit assigned to the City.
• Review and approve each of the Technical Design Documents.	• Review and approve each of the Technical Design Documents.

7.2.3 Customization Build and Unit Test

The Technical Team will code and unit test customizations having an approved RICEW Technical Design Document. The scope of Unit Testing is to test each piece in the customization work unit (e.g., line of code) that has more than one possible outcome, including error processing. A detailed set of test conditions and expected results will be created in close collaboration with the City based on the original design and functionality of the program as stated in the functional design documentation. A comparison of the actual results against the expected results will be completed and any discrepancies will be noted. Any discrepancies discovered will be resolved and the program will be re-tested.

The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
• Code and unit test each customization assigned to Accenture.	• Code and unit test each customization assigned to the City.
• Document changes made in the system.	• Document changes made in the system.
• Conduct and document unit testing as part of the development documentation.	• Review and approve the code, unit test scripts and unit test results.
• Conduct a code review to confirm proper coding standards are followed.	
• Review code for performance enhancements.	

7.3 Responsibility Matrix

The table below summarizes the responsibilities.

Area	Activity	Accenture Team	City
Custom Reports, Extensions, Workflows	Create functional designs for customizations	Lead	Assist and Approve
	Create technical designs for customizations	Lead	Assist and Approve
	Build and Unit Test customizations	Lead	Assist and Approve

7.4 Deliverables

The following Deliverables will be created.

Phase	Deliverable Grouping	Deliverables	Description
Design	Functional Detail System Design	Functional Design Specifications for Customizations (Group A and	This deliverable is intended to be the repository for the functional design for a given development object associated with customizations. This

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Phase	Deliverable Grouping	Deliverables	Description
	(by module)	Group B)	document will serve as quick reference guide for project personnel involved in system maintenance post go-live. Project personnel will utilize this guide to quickly identify all modification aspects of a business process that will be impacted by a change to the existing business process or application upgrade. The customizations will be classified and prioritized into logical groups to balance resources and timelines..
Build	Application Build (by module)	Build Exit Report containing an inventory of: - Tech Designs and Build of Customizations - Unit Test Plans and Results	The Build Exit Report will list the completed technical designs, build of customizations, unit test plans, and unit test results that have been placed into the development repository.

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8.0 Automated Interfaces

8.1 Overview

The Interface Team, comprised of resources from the Functional and Technical teams, will be responsible for the design, configuration, and testing of interfaces to and from the System, including: requirements validation, design specifications, build test, unit test, and acceptance test (Interface Specifications).

The Interface Team will be comprised of representatives from the City and Accenture. Agency system's functional and technical resources will also play an active role in defining and developing interfaces from agency based systems to and from the System. These resources will be responsible for identifying required agency interfaces, mapping data elements from agency systems to the System file layouts, and creating interface extract programs from legacy systems.

The Interface Team is responsible for providing a solution to the identified interfaces, either as a fully documented out-of-the-box component of the System, utilizing Accenture Enterprise Services for Government pre-defined and built interfaces, or by providing additional development required to support the proposed solution.

Inbound and outbound interfaces will be processed using standard templates, to be designed during the project. The City agency system's functional and technical resources will be responsible for accepting the standard outbound interfaces and creating programs to provide data to other systems. Similarly, the City agency's systems functional and technical resources will provide inbound interface data from source systems in the prescribed format

8.2 Major Activities

8.2.1 Interface Strategy

The Interface Team will create an Interface Strategy that defines the fundamental concepts and activities related to interfacing between the System and retained legacy systems or other external systems. The document is expected to address, at a minimum, the following:

- The assumptions made when developing the Interface Strategy.
- Opportunities for consolidation or integration; for example, recommendations for additional modules and/or configurations and retiring interfaces that supply data which can be retrieved from the System by other means (e.g. data downloads).
- Revised interfacing requirements based on the adopted implementation strategy.
- Identification of risks with mitigation strategies.
- Installing, maintaining and operating for the duration of the Project, tools to support the design, development, and testing of interfaces.
- An error correction methodology for rejected interface data that ensures that data is not lost (i.e. an on-line suspense file).
- Definition of the formats and protocols that should be observed between ETL components for example Comma Separated Value (.csv) or Extensible Markup Language (XML).
- Audit controls that are expected to be built into the interface processing to ensure completeness and accuracy of transferred data.
- Standards for transactions to/from the agency administrative systems not replaced by the new System and for temporary interfaces to/from legacy systems required as a result of the agreed deployment approach.
- Communication and coordination methodology to be used with agencies and external entities.

The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
• Conduct meetings with agency system's SMEs to identify interface requirements. • Document high-level requirements for each standard inbound and outbound interface routine for the in	• Provide Subject Matter Experts (SMEs) for each agency system's interface that can efficiently and accurately document/describe current As-Is processes

scope interfaces listed above.	● The City Project Team will document the high-level requirements for each agency system's interface.
● Support interface resources in documenting the high-level requirements for each system interface.	
● Support the City in identifying required modifications to existing agency systems based on Interface requirements.	● The City Project team will assist in the development of high-level test conditions and expected results for each agency system's interface.
● Develop high level test conditions and expected results.	● Review, rationalize, prioritize, and approve the interface inventory.
	● Identify any changes needed to legacy systems. (It is expected that this work will be completed by City legacy system resources that are not full-time on the Project.)
	● Make design decisions in a timely manner.

8.2.2   Interface Functional Design Specifications

The Interface Team will produce Functional Design Specifications for each Interface object that was approved at the end of the Plan/Analyze Phase. The designs include comparing the City's specifications to the abilities delivered in the standard application, and validating design plans with project stakeholders.

Functional Design Specification documents will include the following sections:

- Document History
- Category of customization (i.e. report, interface, conversion, extension, workflow)
- Application Overview, including Business Process Impacts and Processing Overview
- Application Flow Diagram
- RTM Cross Reference
- Legacy System, Conversion, Configuration, Change Management, Security, and Technical Impacts (if any)
- Related Work Units (if any)
- Testing Scenarios

The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
● Produce Functional Design Specifications for each standard interface upload and extract routine assigned to Accenture.	● Produce Functional Design Specifications for each standard interface upload and extract routine assigned to City project team resources.
● Plan Testing for approved interfaces.	● Produce Functional Design Specifications for the outbound interfaces from agency legacy systems and inbound interfaces to agency legacy systems. (It is expected that this work will be completed by City legacy system resources that are not full-time on the project.)
● Develop Interface layouts for data to be loaded into the System, and for the data extracts to be provided to external systems.	
● Develop interface specific layouts for custom built interfaces.	
	● Provide transaction volumes and interface volumes to be used in planning the Performance Test.

8.2.3   Interface Technical Designs

The Interface Team will produce Technical Design documents for the interfaces approved during the Plan/Analyze Phase. Unlike Functional Design Specifications documents, these detailed (technical) designs are intended as technical specifications that can be executed by application developers. Technical Designs include the following sections not included in the Functional Design Specification:

- Program Flows
- Program Pseudo Code
- Error Logic
- Custom Objects

The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
• Produce Technical Design documents for data upload and data extract work units assigned to Accenture. • Review City developed Technical Design documents for agency system extract and upload work units. • Prepare Technical Design information to agencies and answer agency questions.	• Produce Technical Design documents for data upload and data extract work units assigned to City project team resources. • Produce Technical Design documents for the agency system data extract and upload work units and any modifications required to those systems. (It is expected that this work will be completed by City legacy system resources that are not full-time on the Project.) • Review and approve each of the Technical Design Documents. • Present Technical Design information to agencies.

8.2.4 Interface Build and Unit Test

The Interface Team will code and unit test interfaces having an approved Interface Technical Design Document. The scope of Unit Testing is to test each piece in the interface work unit (e.g., line of code) that has more than one possible outcome, including error processing. A detailed set of test conditions and expected results will be created in close collaboration with the City based on the original design and functionality of the program as stated in the functional design documentation. A comparison of the actual results against the expected results will be completed and any discrepancies will be noted. Any discrepancies discovered will be resolved and the program will be re-tested.

The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
• Code and unit test each interface assigned to Accenture. • Document changes made in the system. • Conduct and document unit testing as part of the development documentation. • Conduct a code review to confirm proper coding standards are followed. • Review code for performance enhancements.	• Code and unit test each interface assigned to the City. • Code and unit test the agency system data extract and upload work units and any modifications required to those systems. (It is expected that this work will be completed by City legacy system resources that are not full-time on the Project.) • Document changes made in the system. • Review and approve the code, unit test scripts and unit test results.

8.2.5 Plan Interface Test

The Interface Test planning stage follows a clearly defined process. It includes the following steps:

- Define Test Approach – Describes the methodology, standards, and structure of the Interface Test effort.
- Define Test Conditions – Test conditions are high-level descriptions of functional areas that will be tested. Every condition has a corresponding high-level expected result. Multiple test conditions can be tested on a single submission of a file.
- Identify Data Requirements – During Interface Test Planning, configuration data required to execute the test script for each stage will be identified. The exact process of creating, maintaining, and refreshing data will be coordinated by the Interface Test Lead in conjunction with the Technical Team and Functional team.

  In addition, transactional data required to execute the test script for each stage will be identified during Interface Test Planning. For inbound interfaces, agencies (or appropriate external entity) will provide the transactional files. For outbound interfaces, the City System will provide the transactional files. Where possible, the outbound interfaces will use data from the inbound interfaces to generate the outbound transactions.
- Define Test Scripts – A test script details the exact steps that a tester must follow to complete testing (i.e., to test the conditions), and each will usually describe either a test condition or a test stage. Test scripts also include the data that will be used for testing as well as the expected results.

8.2.6 . Execute Interface Test

The Test Execution task will concentrate on executing the test scripts documented during the Test Preparation task. The Test Execution task will begin once the Test Preparation exit criteria are met, and will end once the Test Execution exit criteria are met.

Agencies will coordinate with the Interface team to send and receive files from the City System. The Interface team will process the Agency files in the City System and provide the Agency with the test results. For interfaces to external entities (i.e. banks), the City will coordinate with the Interface Team and external entity to execute and validate the results of the testing.

The Interface team will execute test scripts when processing files in the City System for agencies. The Interface team tester will document the actual results and validate the actual results against the expected results. Discrepancies uncovered during the Interface Test will be documented by the Interface team member responsible for that interface and logged in Phire according to the defect process.

Agencies will be notified when discrepancies occur while processing their files. The Interface team tester will send the related error file from the City System to the City Staging area so that agencies can pick up the file and review the errors. Errors in the error file will contain the field name in error and a system message describing the error.

8.2.7 City Interface Responsibilities

The City will be responsible for subject matter knowledge of existing interfaces and associated data. City subject matter experts are expected to be available to consult with the Interface Team during the development of the interface strategy and to assist with the determination and adoption of acceptable alternatives to interfaces wherever feasible.

For agency legacy applications that will remain, the Agencies will provide resources that are separate from the Project Team to code and unit test interface programs that extract data from the legacy applications using the formats and protocols defined by the Interface Team for use in the transformation and load processes. The Agencies will code and unit test interface programs that load data into the legacy applications using the formats and protocols defined by the Interface Team. Additionally, the City will be responsible for verifying the accuracy of the interfaces through participation in all levels of testing.

8.3 Responsibility Matrix

The table below summarizes the responsibilities.

Area	Activity	Accenture Team	City
Integration Management	Develop Interface Strategy	Lead	Assist and Approve
	Identify required agency interfaces	Assist	Lead
	Develop interface standards, documentation and security	Lead	Assist and Approve
	Identify interface requirements type of interface/frequency/data elements	Lead	Assist and Approve
	Create data mapping	Lead	Assist and Approve
	Hold workshops for agencies	Lead	Assist and Approve
	Build interface testing environment	Lead	Assist and Approve
	Provide technical assistance for agencies developing interfaces	Assist	Lead
	Develop interface validation procedures for source/receiving systems	Lead	Assist and Approve
	Develop interface testing plans	Lead	Assist and Approve
	Code and test System interfaces	Lead	Assist and

Area	Activity	Accenture Team	City
			Approve
	Code and test legacy system interfaces (Agencies)	N/A	Lead
	Develop reports/queries for validation	Lead	Assist and Approve
	Develop and maintain master list of agency interfaces	Assist	Lead
	Determine interface schedule requirements and document	Lead	Assist and Approve
	Performance test interfaces to simulate a nightly job	Lead	Assist and Approve
Interface Testing	Provide examples of integration test scripts and lists of scenario topics developed from AESG	Lead	Assist and Approve
	Develop Interface Test Plan	Lead	Assist and Approve
	Develop Interface test scripts	Lead	Assist and Approve
	Execute Interface Test	Assist	Lead
	Perform issue resolution for forms, reports, conversion components, extensions, and work flows	Lead	Assist and Approve
	Manage and track status of activities	Lead	Assist and Approve

8.4 Deliverables

The following Deliverables will be created.

Phase	Deliverable Grouping	Deliverables	Description
Plan/Analyze	General System Design	Interface Strategy	The Interface Strategy defines the data and operations of an application or component that is used to interact with PeopleSoft. It details the overall interfacing approach and expectations of the System and the agencies including standard interface formats, resource expectations, and interface design/development timelines.
Design	Functional System Design (by module)	Interface Functional Design Specifications	This deliverable is intended to be the repository for the functional design for a given development object associated with interfaces. This document will serve as quick reference guide for project personnel involved in system maintenance post go-live. Project personnel will utilize this guide to quickly identify all modification aspects of a business process that will be impacted by a change to the existing business process or application upgrade.
Build	Application Build (by module)	Build Exit Report containing an inventory of: - Tech Designs and Build of Interfaces - Unit Test Plans and Results	The Build Exit Report will list the completed technical designs, build of interfaces, unit test plans, and unit test results that have been placed into the development repository.

9.0 Data Conversion

9.1 Overview

The Conversion Team, comprised of resources from the Functional and Technical teams, will be responsible for design, configuration, and testing of the agency system's data conversion programs, including requirements validation, functional design, technical design, build and unit test, and mock conversion test.

The Conversion Team will develop a comprehensive Data Conversion Strategy & Approach that defines the fundamental concepts and activities related to converting data from retired legacy applications to the new System. The data conversion strategy & approach is expected to encompass all phases of the conversion effort from initial designs and strategies through the development and testing of automated conversion programs and support for the commencement of live operations.

The Conversion Team will be comprised of representatives from the City and Accenture. Agency system functional and technical resources will also play an active role in defining and developing conversions from agency based systems to the System. These resources will be responsible for identifying required agency data extracts, mapping data elements from agency systems to the System file layouts, and creating conversion extract programs from legacy systems. Data conversion requirements and extracts from legacy systems will be consistent across agencies.

The Conversion Team is responsible for providing a solution to the identified conversions, either as a fully documented out-of-the-box component of the System, utilizing Accenture Enterprise Services for Government pre-defined and built interfaces, or by providing additional development required to support the proposed solution.

9.2 Major Activities

9.2.1 Conversion Strategy & Approach

The Conversion Team will create a Conversion Strategy & Approach document that defines a high-level data mapping between the legacy systems and the System applications, as well as a high level conversion approach.

The Data Conversion Strategy & Approach will include the following components:

- Assumptions made when developing the Data Conversion Strategy & Approach.
- Confirmation of which applications are expected to be retired or retained based on the adopted implementation plan.
- Confirmation of detailed data mapping required to support ongoing business transactions.
- Identification of detailed historical data required to be converted and the business case to support their conversion.
- Identification of conversion risks with mitigation strategies.
- Pre-conversion activities such as archiving, purging, and cleansing of legacy data.
- The architectural components of the data conversion including estimated sizing in terms of processing power and amount of data storage required.
- An error correction methodology for rejected conversion data, for example an on-line suspense file that will ensure that data is not lost.
- Definition of the data formats and protocols that are expected to be observed between ETL components for example Comma Separated Value (.csv) or Extensible Markup Language (XML).
- Determination of which data is expected to be converted using a manual, automated, or semi-automated method.
- Audit controls that will be built in to permit the accurate completion of data conversion processing and reconciliation.
- Communication and coordination methodology to be used with agencies and other external parties.

The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
• Conduct meetings with agency system SMEs to identify conversion requirements.	• Cleanse existing data to be converted and complete prior to the Build phase of the project.
• Document high-level requirements for each standard conversion routine.	• Provide Subject Matter Experts (SMEs) for each system that requires conversion.
• Create a Conversion Strategy & Approach.	• Assist in the documentation of high-level requirements for each agency system that requires conversion data.
• Support the City in identifying required modifications to existing systems based on City System conversion requirements.	
• Develop high level test conditions and expected results.	• Assist in the development of high-level test conditions and expected results for each agency system that requires data conversion. The City will take responsibility for the portions of these tests that deal with the legacy systems.
	• Review, rationalize, prioritize, and approve the conversion inventory.
	• Make design decisions in a timely manner.

9.2.2 Conversion Functional Design Specifications

The Conversion Team will produce Functional Design Specifications for each conversion work unit that was approved at the end of the Plan/Analyze Phase. The designs include file structure and data mapping for each conversion.

Functional Design Specification documents will include the following sections:

- Document History
- Category of customization (i.e. report, interface, conversion, extension, workflow)
- Application Overview, including Business Process Impacts and Processing Overview
- Application Flow Diagram
- RTM Cross Reference
- Legacy System, Conversion, Configuration, Change Management, Security, and Technical Impacts (if any)
- Related Work Units (if any)
- Testing Scenarios

The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
• Produce Functional Design Specifications for each conversion work unit identified in the City-approved conversion inventory assigned to Accenture.	• Produce Functional Design Specifications for each conversion work unit identified in the City-approved conversion inventory assigned to the City.
• For delivered uploads that will be used to populate data into the City System application, a data map document will be created.	• Evaluate the source data for conversion. Document its structure and schedule availability for conversion activities. Ensure that it has been cleansed in time for the conversion process.
• Plan Testing for approved conversions.	
• Develop conversion file layouts for data to be loaded into the System.	• Develop the extract specifications and file specifications for the legacy system from which data will be extracted to load into City System. (It is expected that this work will be completed by City legacy system resources that are not full-time on the Project.)
	• Collect transaction and balance volumes to be used in planning the Mock Conversion Test.

9.2.3 Conversion Technical Designs

The Conversion Team will produce Technical Design documents for the conversions approved during the Plan/Analyze Phase. Unlike Functional Design Specifications documents, these detailed (technical)

designs are intended as technical specifications that can be executed by application developers.
Technical Designs include the following sections not included in the Functional Design Specification:

- Program Flows
- Program Pseudo Code
- Error Logic
- Custom Objects

The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
• Produce Technical Design documents for conversion work units assigned to Accenture. • Review City developed Technical Design documents conversion work units. • Prepare Technical Design information to agencies and answer agency questions.	• Produce Technical Design documents for conversion work units assigned to City project team resources. • Produce Technical Design documents for the agency system's data extract work units and any modifications required to those systems. (It is expected that this work will be completed by City legacy system resources that are not full-time on the Project.) • Review and approve each of the Technical Design Documents. • Present Technical Design information to agencies.

9.2.4 Conversion Build and Unit Test

The Conversion Team will code and unit test conversions having an approved RICEW Technical Design Document. The scope of Unit Testing is to test each piece in the conversion work unit (e.g., line of code) that has more than one possible outcome, including error processing. A detailed set of test conditions and expected results will be created in close collaboration with the City based on the original design and functionality of the program as stated in the functional design documentation. A comparison of the actual results against the expected results will be completed and any discrepancies will be noted. Any discrepancies discovered will be resolved and the program will be re-tested.

The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
• Code and unit test each conversion assigned to Accenture. • Code and unit test reconciliation reports. • Document changes made in the system. • Conduct and document unit testing as part of the development documentation. • Conduct a code review to confirm proper coding standards are followed. • Review code for performance enhancements.	• Code and unit test each conversion assigned to the City. • Code and unit test the agency system data extract work units and any modifications required to those systems. (It is expected that this work will be completed by City legacy system resources that are not full-time on the Project.) • Document changes made in the system. • Review and approve the code, unit test scripts and unit test results.

9.2.5 Plan Conversion Test

Following unit testing, extract and import programs are executed jointly. Conversion Test will be conducted to verify that conversion programs "talk" to each other. Counts will be taken for input and output operations to determine if any records were lost. The Conversion Test is expected to be an iterative process.

The Conversion Test planning stage follows a clearly defined process. It includes the following steps:

- Define Test Approach – Describes the methodology, standards, and structure of the Conversion Test effort.
- Define Test Conditions – Test conditions are high-level descriptions of functional areas that will be tested. Every condition has a corresponding high-level expected result. Multiple test conditions can be tested on a single submission of a file.

- Identify Data Requirements – During Conversion Test Planning, configuration data required to execute the test script for each stage will be identified. The exact process of creating, maintaining, and refreshing data will be coordinated by the Conversion Test Lead in conjunction with the Technical Team and Functional team.

  In addition, transactional data required to execute the test script for each stage will be identified during Conversion Test Planning. Agencies (or appropriate external entity) will provide the transactional files.

- Define Test Scripts – A test script details the exact steps that a tester must follow to complete testing (i.e., to test the conditions), and each will usually describe either a test condition or a test stage. Test scripts also include the data that will be used for testing as well as the expected results.

9.2.6   Execute Conversion Test

The Conversion Team will execute up to three (3) Mock Conversions. The goal of the mock conversions will be to verify that the conversion routines and delivered interface(s) can be used to load information for the integration testing and subsequent go live.

Reconciliation will be performed to compare the target data with the existing Legacy data and to resolve any discrepancies/ exceptions identified during the conversion process. Key users from the City, as well as Accenture resources will review and reconcile data issues resulting from testing and/or mock conversions utilizing validation reports and control reports generated by conversion programs and the Legacy source systems.

The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
• Prepare a schedule of mock conversion activities that outlines the tasks and timeframes for the mock conversions. • Execute mock conversions. • Support the City as it executes data cleaning by identifying data elements to be "cleansed". • Produce validation and reconciliation report(s) as part of each scheduled mock conversion to document data discrepancies. • Prepare a mock conversion results document after each mock conversion.	• Correct defects for extract programs that arise from mock conversions. • Complete the data cleansing and purification of data contained in the legacy systems as required to support the data conversions. • Produce the source data files required to support each mock conversion. • Verify and validate the results of the mock conversions. • Review and approve the mock conversion results document

9.2.7   City Conversion Responsibilities

The City will be responsible for subject matter knowledge of existing applications and associated data. If correction of any of the City-provided data is expected, those tasks are the responsibility of the City, although direction from the Conversion Team may be required.

The City will perform all data cleansing and manual conversion processes, with the insight and guidance of the Conversion Team. Manual conversions are defined as "manual" when Accenture and the City agree that the volume is too low to justify the cost of developing an automated conversion program. The City will take responsibility for loading data that is not converted or loaded automatically and for certifying the production database as being accurate.

The City will provide legacy system resources that are separate from the Project Team to code and unit test conversion programs that extract data from the legacy applications and output the data using the formats and protocols defined by the Conversion Team for use in the transformation and load processes.

The City agencies will be responsible for verifying the accuracy of the converted / loaded data through participation in all levels of testing. In support of conversion 'dress rehearsals', City staff responsible for manual entry and correction, data reconciliation and acceptance, technical support, issue resolution and executive level go / no go decision making will be available to role play their tasks in real time. The Project Team will define the timing, requirements, and acceptance criteria for the test conversions.

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9.3 Responsibility Matrix

The table below summarizes the responsibilities.

Area	Activity	Accenture Team	City
Data Conversion	Manage conversion activities	Lead	Assist and Approve
	Create a Data Conversion Strategy and Assessment	Lead	Assist and Approve
	Provide subject matter knowledge for Legacy System data	N/A	Lead
	Design and Document Data Mappings	Lead	Assist and Approve
	Extract data from Legacy Systems	N/A	Lead
	Provide subject matter knowledge for Legacy System data	N/A	Lead
	Load extracted data into System; Create Crosswalk Structures	Lead	Assist and Approve
	Perform data cleansing	N/A	Lead
	Provide guidance to the City on performing required data cleansing efforts identified through the mock data conversion process	Lead	Assist and Approve
	Execute test conversions and production conversion automated processes and perform reconciliation	Lead	Assist and Approve
	Validate quality and accuracy of converted data for mock conversions and production conversion	Assist	Lead
	Perform manual conversion of data (including non-electronic data) and crosswalks	Assist	Lead
Conversion Testing	Develop Conversion Test Plan	Lead	Assist and Approve
	Gather conversion files from departments	Assist	Lead
	Schedule conversion testing activities with departments	Assist	Lead
	Execute conversion test	Lead	Assist and Approve
	Setup and support conversion test environment	Lead	Assist and Approve
	Perform issue resolution for conversion defects	Lead	Assist and Approve
	Manage and track status of activities	Lead	Assist and Approve

9.4 Deliverables

The following Deliverables will be created.

Phase	Deliverable Grouping	Deliverables	Description
Plan/Analyze	General System Design	Data Conversion Strategy & Approach	The Data Conversion Strategy & Approach documents the requirements, manual and automatic procedures, and programs needed to extract data from the current applications. The strategy and approach will include itemized tasks, required resources, conversion strategy and required certification.
Design	Functional Design (by module)	Conversion Functional Design Specifications	This Deliverable is intended to be the repository for the functional design for a given development object associated with conversions, including the

Phase	Deliverable Grouping	Deliverables	Description
			manual and automatic procedures and programs needed to extract data from the current applications, cleanse it, and load it into the new application. Coordination with all involved parties, conversion timeline and possible issues and risks will be specified. Conversion tools and infrastructure requirements will be also be included.
Build	Test Plan and Approach	Mock Conversion Test Plan	The Mock Conversion Test Plan describes the test strategy for the mock conversions including the sequence and methodology of testing. The plan addresses at a high level the test environment, the tests to be performed, and schedule for test activities.
	Application Build (by module)	Build Exit Report containing an inventory of: - Tech Designs and Build of RICEW (Group A, Group B, & Group C) - Unit Test Plans and Results	The Build Exit Report will list the completed technical designs, build of conversions, unit test plans, and unit test results that have been placed into the development repository.
Test	Application Test 2	Mock Conversion Test Results	This Deliverable documents the results of the mock conversion scripts and the fixes identified due to the mock conversion. Data integrity as well as data quality issues will be addressed.

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10.0 Business Intelligence and Reports

10.1 Overview

The Business Intelligence and Reporting Team will be responsible for design, configuration, and testing of business intelligence and reports. Their tasks will include requirements validation, functional design, technical design, build and unit test, and system testing. The Oracle Business Intelligence Tools (OBIEE) will be used for business intelligence reporting. It is expected that the OBIEE delivered tools and reports will be used.

Report Scope

- Any reports specifically identified in the requirements matrices that can be addressed by the System's standard reports without customization;
- Any reports added or modified using the Customization Pool of Hours described in the Customizations section of this SOW.

Business Intelligence Scope

- Data will be loaded from the PeopleSoft System. Data from agency-specific systems will not be made available in Business Intelligence.
- Delivered ETL mappings and routines will be used to move data from PeopleSoft Financials, Procurement, and HCM source systems.
- The Project will focus efforts on building the Business Intelligence platform, primarily used on core Financial data supplied by PeopleSoft FSCM 9.2.

10.2 Major Activities

10.2.1 Reporting Requirements

The Business Intelligence and Reporting Team will work closely with the Functional Team as described in Section 5 System Analysis and Business Process Design to inventory and define System reporting requirements. This serves to identify the nature and degree of the report development work.

The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
• During CRP conduct meetings with Functional Team members and City Functional SMEs to identify reporting requirements.	• Provide a BI and Reporting team for the duration of the SOW. • Provide Subject Matter Experts (SMEs) for each functional area that can efficiently and accurately document/describe required reporting requirements. • Assist in the documentation of high-level reporting requirements for each functional area.

10.2.2 Reporting Strategy

As described in Section 5 System Analysis and Business Process Design, the Business Intelligence and Reporting Team will define the strategy for use of the different reporting capabilities of the System, and will describe the strategy for using either the production system or the business intelligence tool for reporting purposes.

The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
• Develop the Reporting Strategy used for the transactional system versus Business Intelligence. • Define the types of reports and the purpose for the reporting and online analytical tools.	• Provide a BI and Reporting team for the duration of the SOW. • Provide Subject Matter Experts (SMEs) for each functional area that can efficiently and accurately document/describe required reporting requirements.

Accenture Responsibilities	City Responsibilities
	• Make design decisions in a timely manner.

10.2.3   Report Inventories

As described in Section 5 System Analysis and Business Process Design, the Business Intelligence and Reporting Team will create an inventory of Reports and tables to be moved into Business Intelligence.

The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
• Create an inventory of reports. • Document high-level requirements for each report. Requirements should include intended use, frequency, and volume of transactions. • Identify and document the roles for each report. • Develop high level test conditions and expected results.	• Provide a BI and Reporting Team for the duration of the SOW. • Provide Subject Matter Experts (SMEs) for each functional area that can efficiently and accurately document/describe required reporting requirements. • Review, rationalize, prioritize, and approve the report inventory. • Work with the Business Intelligence and Reporting Team to identify data hierarchies (roll-ups) that will be used for reporting. • Work with the Business Intelligence and Reporting Team to define data level security for reporting (e.g. Department, Account). • Identify frequency of incremental updates of reporting data in the EPM Warehouse (daily, weekly, monthly). • Assist in the development of high-level test conditions and expected results for each report. • Make design decisions in a timely manner.

10.2.4   Report Functional Design Specifications

The Business Intelligence and Reporting Team will produce Functional Design Specifications for each Business Intelligence and Report object that was approved at the end of the Plan/Analyze Phase. The designs include comparing the City's specifications to the abilities delivered in the standard application, and validating design plans with project stakeholders.

Functional Design Specification documents will include the following sections:

- Document History
- Category of customization (i.e. report, interface, conversion, extension, workflow)
- Application Overview, including Business Process Impacts and Processing Overview
- Application Flow Diagram
- RTM Cross Reference
- Legacy System, Conversion, Configuration, Change Management, Security, and Technical Impacts (if any)
- Related Work Units (if any)
- Testing Scenarios

The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
• Produce Functional Design Specifications for Report modifications assigned to Accenture and identified in the City-approved RICEW inventory. • Develop the testing approach for the approved Reports.	• Produce Functional Design Specifications for Report modifications assigned to the City and identified in the City-approved RICEW inventory. • Review and approve the RICEW Development Specification Documentation.

10.2.5   Report Technical Designs

The Business Intelligence and Reporting Team will produce Technical Design documents for the Reports approved during the Analyze Phase. Unlike Functional Design Specifications documents, these detailed (technical) designs are intended as technical specifications that can be executed by application developers. Technical Designs include the following sections not included in the Functional Design Specification:

- Report Content
- Prompts and Parameters
- Filters
- Report Layout
- Sort Order
- Additional Report Features

The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
• Produce Technical Design documents for each work unit assigned to Accenture. • Review and approve each of the Technical Design Documents.	• Produce Technical Design documents for each work unit assigned to the City. • Review and approve each of the Technical Design Documents.

10.2.6   Customization Build and Unit Test

The Development Team will code and unit test Reports having an approved RICEW Technical Design Document. The scope of Unit Testing is to test each piece in the Report work unit (e.g., line of code) that has more than one possible outcome, including error processing. A detailed set of test conditions and expected results will be created in close collaboration with the City based on the original design and functionality of the program as stated in the functional design documentation. A comparison of the actual results against the expected results will be completed and any discrepancies will be noted. Any discrepancies discovered will be resolved and the program will be re-tested.

The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
• Code and unit test each Report assigned to Accenture. • Document changes made in the system. • Conduct and document unit testing as part of the development documentation. • Conduct a code review to confirm proper coding standards are followed. • Review code for performance enhancements.	• Code and unit test each Report assigned to the City. • Document changes made in the system. • Review and approve the code, unit test scripts and unit test results.

10.3   Responsibility Matrix

The table below summarizes the responsibilities.

Area	Activity	Accenture Team	City
Business Intelligence and Reporting	Analyze Reporting Requirements	Lead	Assist and Approve
	Define Reporting Strategy	Lead	Assist and Approve
	Define Report Inventories	Lead	Assist and Approve
	Design Reports	Lead	Assist and

Area	Activity	Accenture Team	City
			Approve
	Plan Assembly Test	Lead	Assist and Approve
	Build and Unit Test Reporting Customizations	Lead	Assist and Approve
	Develop Test Conditions and Scripts	Lead	Assist and Approve
	Execute Assembly Test	Lead	Assist and Approve
	Execute System Test	Lead	Assist and Approve

10.4 Deliverables

The following Deliverables will be created.

Phase	Deliverable Grouping	Deliverables	Description
Plan/Analyze	General System Design	Reporting Strategy	The Reporting Strategy defines the strategy for use of the different reporting capabilities of the System, and will describe the strategy for using either the production system or business intelligence for reporting purposes. It details the overall expectations of the System and the agencies including standard reporting formats, resource expectations, and report design/development timelines.
Design	Detail System Design (by module)	Reporting Functional Design Specifications	This deliverable is intended to be the repository for the functional design for a given development object associated with Reports. This document will serve as quick reference guide for project personnel involved in system maintenance post go-live. Project personnel will utilize this guide to quickly identify all modification aspects of a business process that will be impacted by a change to the existing business process or application upgrade.
	Business Intelligence Design	Business Intelligence Design	This deliverable is intended to be the repository for the functional design for a given development object associated with Business Intelligence. This document will serve as quick reference guide for project personnel involved in system maintenance post go-live. Project personnel will utilize this guide to quickly identify all modification aspects of a business process that will be impacted by a change to the existing business process or application upgrade.
Build	Application Build (by Module)	Build Exit Report containing an inventory of: - Tech Designs and Build of RICEW - Unit Test Plans and Results	The Build Exit Report will list the completed technical designs, build of Reports, unit test plans, and unit test results that have been placed into the development repository.
	Business Intelligence Build	Build Exit Report containing an inventory of: - Technical Designs	The Build Exit Report will list the completed technical designs, build of Reports and ETLs, unit test plans, and unit test results that have been

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Phase	Deliverable Grouping	Deliverables	Description
		- Build of Reports and ETLs	placed into the development repository.

11.0 Security Configuration

11.1 Overview

The Security Team, comprised of resources from the Functional, Business Intelligence and Reporting, and Technical teams, will design a security solution that will provide application controls to prohibit unauthorized use of the system, maintain system process controls, and log transactions. In addition, the system will provide security to limit availability to application functionality, software screens, data records, data elements, and date element values where appropriate. The Security Team will comply with applicable City IT Security Policies.

11.2 Major Activities

11.2.1 Security Approach

The security approach will define the high-level approach the Project team intends to use towards the security of the application, its supporting architecture, and remote access.

The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
• Create Security Approach leveraging AESG security model as a starting point	• Provide City security policies and requirements • Confirm Security Approach complies with City security policies and requirements

11.2.2 Data Classification

Data classification will focus on classifying the data that will reside in the System as Unrestricted Data, Confidential Data, and Highly Confidential Data. This classification will be based on City requirements regarding Confidential Information and Personally Identifiable Information.

The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
• Define data classifications • Assist with data classification	• Classify System data according to the defined data classifications

11.2.3 Plan/Analyze Environment Security

Security will be set up to for the Plan/Analyze environments to allow the necessary role access by users and administrators to perform the activities to these phases.

The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
• Setup and administer security for the Demo, Prototype, CRP, Configuration, and Development environments	• Assist

11.2.4 Security Design

During the Design phase of the project, the security profiles for the user roles will be defined by members of the Functional Team. This includes defining the user's roles and permissions in the System, and similar configurations in other application components such as Business Intelligence.

The technical architecture security components will be defined by members of the Technical Team. This includes the design of how the new System applications will authenticate against current City security, and securing the system components across the application tiers, as well as single sign-on design options.

The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
• Design Production and Project Team security (Permissions, Roles, Userids)	• Assist with security designs • Provide expertise in City security policies

• Design PeopleTools Security • Design Business Intelligence security	• Provide expertise in City security infrastructure, and how to interface with it

11.2.5 Security Build

During the Build phase, defined security roles and permissions will be implemented in the application's test environments. Preliminary unit testing of this setup will be performed at this time.

Security of the infrastructure components will be built out during this phase.

The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
• Build and unit test PeopleSoft User Roles and Authorizations • Build out other application security • Configure/modify applications to work with City security components (e.g., LDAP) • Configure single sign-on	• Configure City provided enterprise security tools • Build out additional security infrastructure as needed • Build out infrastructure security • Assist in allowing applications to interface with current security components

11.2.6 Data Masking and Encryption

The AESG Data Obfuscation tool will be used to scrub sensitive data as production data is copied into non-production environments, replacing sensitive data with realistic data. Production data will be copied into non-production environments for testing and validation. The AESG Obfuscation configuration provides a baseline for the City to confirm and change if required.

The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
• Assist in determining data required to be scrubbed by the AESG Data Obfuscation tool when creating non-production environments from copies of production	• Implement and test Oracle Advanced Security Option on the databases • Maintain and confirm masked field settings for AESG Data Obfuscation Tool on a periodic basis • Maintain and confirm encrypted column or tablespace settings for Oracle Advanced Security Option on a periodic basis

11.3 Responsibility Matrix

Roles and responsibilities for security activities are delineated in the table below.

Area	Activity	Accenture Team	City
Security Management			
	Setup System security for Plan/Analyze phase environments	Lead	Assist and Approve
	Setup timeout parameters in Plan/Analyze phase environments	Lead	Assist and Approve
	Develop System security plan	Lead	Assist and Approve
	Develop Business Intelligence security approach	Lead	Assist and Approve
	Develop Query security approach	Lead	Assist and Approve
	Determine appropriate Security classifications for System data	Assist	Lead
	Confirm Security Approach meets City Security Policies	Assist	Lead
	Analyze Network Security	Assist	Lead
	Develop Security Audit Procedures	Assist	Lead
	Develop incident handling procedures	Lead	Assist and

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Area	Activity	Accenture Team	City
			Approve
	Setup PeopleSoft security	Assist	Lead
	Meet City Security Policies	Assist	Lead
	Develop Production and Project Team security: • Permissions • Roles • User IDs	Assist	Lead
	Implement Production and Project Team security: • Permissions • Roles • User IDs	Assist	Lead
	Define and create PeopleTools Security	Assist	Lead
	Setup timeout parameters	Assist	Lead
	Implement and maintain Oracle Advanced Security Option on the databases.	Assist	Lead
	Protect data in non-production environments (data masking)	Assist	Lead
	Protect data in non-production environments (data encryption)	Assist	Lead
	Protect data in production environments (data encryption)	Assist	Lead
	Build, Test and Validate User Roles and Authorizations	Assist	Lead
	Conduct Penetration Testing	Assist	Lead
	Load and test production Security, including roles and permissions	Lead	Assist and Approve

11.4 Deliverables

The following Deliverables will be created.

Phase	Deliverable Grouping	Deliverables	Description
Plan/Analyze	Tech Arch Plan	Security Plan	This deliverable documents the high-level approach for accomplishing the security requirements for the System.
Design	Detail System Design (by module)	Security Configuration Design	This deliverable is the design of the application role security in the System. For each role, the access to specific menus, panels, and data will be defined.
Build	Application Build (by module)	Build Exit Report containing an inventory of: - Security Configuration and Build	The Build Exit Report will list the configured security in preparation for the beginning of System Test.

12.0 Testing

12.1 Overview

The Test Team, comprised of resources from the Functional, Business Intelligence and Reporting, and Technical teams, will be responsible for planning and management of the project testing activities. Testing is comprised of nine (9) components.

12.2 Major Activities

12.2.1 Test Strategy & Approach

The Test Team will develop a Test Strategy & Approach that will document the overall approach for testing the application, technical architecture, training, and performance support. The Test Strategy & Approach will identify the test stages, test stage objectives, scope of the test, entry and exit criteria, environments, resources, and key dates.

The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
• Create Test Strategy & Approach	• Assist with creating the Test Strategy & Approach

12.2.2 Unit Test

The Unit Test is conducted to verify each work unit against its functional design specifications and to validate the work unit for expected outputs given certain inputs. The idea is to focus on a relatively small segment at a time and exercise valid exception and error conditions for decision statements and business logic.

The Unit Test is conducted by the developers based on a set of scenarios agreed upon with the Functional team. For the more complex work units, the Unit Test is also conducted with the Functional team that is responsible for gathering and designing the work units for the Project. AESG includes pre-built functional designs that include unit test scenarios.

12.2.3 System Test

The System Test validates that the software solutions were successfully integrated together. It checks that the integrated solutions are operable, addresses in-scope business requirements, and is capable of supporting the business needs. It includes testing of business processes, requirements, configurations, reports, interfaces, extensions, converted data, and user security.

Application security testing is part of system testing as well. Application security testing includes confirming roles have access to the correct online pages, have the proper level of authority on those pages (e.g., read-only vs. add/update), do not have access to restricted pages, and confirms separation of duties. Further, it tests that departments cannot access each other's data, where required.

The test team will function as system users during system testing and will evaluate in-scope test outcomes. The test team will direct system testing and operate the system in accordance with the system testing plans. The test team must provide error resolution and other technical support as required.

During the system test phase, the Functional team will execute test scripts based on the test conditions and cycles. The Functional team will create the test conditions and test scripts based on the test cycles and module business processes during the Build phase of the project. These work products will be used in the System Test Execution.

Test cycles will build upon each other in functionality and complexity. During test execution, System Incident Reports (SIRs) will be documented for any defects found and assigned a priority. The goal is to correct critical and high priority SIRs prior to the next test cycle.

Fixes include corrections to approved modifications or to the approved configuration that are not working as designed. Fixes to delivered functionality or enhancements that go beyond the scope of approved modifications will require a mutually agreed change order.

Appendix A – Statement of Work

The proposed System Test cycles are the following. They will be refined during the development of the System Test plan.

#	Cycle Name	Cycle Description
0	Configuration	This cycle would be used to populate setup tables for the System Test environment. The data that is derived from this cycle would be used in the subsequent test cycles. This cycle would contain at least one script per functional module to test table and system configuration.
1	Simple End to End Processing	This cycle would include test scripts that would test a broad range of functionality across the Finance and Business Intelligence application modules. The major processes would be run in this cycle. This cycle would primarily stay within the modules for the Financial and Business Intelligence applications. The main objective for this cycle is to test that the Finance and Business Intelligence application as a whole continues to function together properly and that processes execute correctly. These applications would be tested separate from each other.
2	Complex End to End Processing	This cycle would be the first vertical test cycle group of System Test. The test scripts that would be grouped in this cycle would include in-depth scenarios that would fully test the solutions for a specific business process/module. This cycle can also house any mock interface tests. The objective of this cycle is to functionally test the delivered and customized components within each business process.
3	Conversion	This cycle would be used to populate the tables with converted data for the System Test environment. Data derived from this cycle would be used in the subsequent test cycles. This cycle would contain at least one script per functional module to test table and system configuration for conversion. The converted data would mimic the values and detail derived from the Conversion Designs.
4	Simple End to End Processing using Converted Data	This cycle would retest the fully functionality of the Finance and Business Intelligence systems. The difference for this group of test scripts would be the use of converted data versus configured data. The same types of scenarios and objectives as Cycle 2 would be tested.
5	Complex End to End Processing using Converted Data	This cycle would retest the specific functionality of each business process for the City. The difference for this group of test scripts would be the use of converted data versus configured data. The same type of scenarios and objectives as Cycle 2 would be tested.
6	Security	This cycle would contain test scripts that concentrate on the roles and permission list. These scripts would verify that the configuration roles address the City' security requirements.
7	Cross Functional Integration	This cycle would be used to group test conditions that focus solely on interfaces. Scripts within this cycle would test the production and acceptance of the complete set of data in Finance and Business Intelligence. In addition to testing external PeopleSoft interfaces, this cycle would test the connection between the HCM and Finance application.
8	Reporting	This cycle would contain test scripts that focus on the Finance and Business Intelligence reporting functionality. These scripts would verify that the delivered and custom reports address the City's business requirements.
9	Exception Processing	The test scripts executed in this cycle would be used to highlight valid error processing in the Finance applications.
10	Year End Processing	The test scripts executed in this would be used to highlight year end processing in the Finance and Business Intelligence applications for the City.

The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
• Document the test conditions, scripts and the expected results assigned to Accenture. • Execute the test conditions and scripts assigned to Accenture and identify discrepancies between expected results and actual results • Prepare documentation for City review for each executed System cycle. • Coordinate test execution and SIR fixes with City and Accenture module and development leadership.	• Provide SMEs to participate in the planning and execution of the integration tests as defined in the City-approved System Test Plan. • Document the test conditions, scripts and the expected results assigned to the City. • Provide transactional data from legacy systems to support testing activities. • Execute the test conditions and scripts assigned to the City

12.2.4   Integration Test

The Integration Test validates that the solution works across systems (e.g., including legacy systems). The Integration Test expands on system test to verify the use of the system in the broader application environment. The Functional Team would test end-to-end business requirements to verify the integration of the PeopleSoft, and Business Intelligence systems with other internal and external applications. As part of the Integration Test, the Functional Team would coordinate with internal and external Agencies and vendors, and test the integration between the Human Capital Management (HCM) and Finance applications to confirm the end-to-end interface processing. This testing phase enables scrutiny of internal business process as well as the critical inbound and outbound systems.

12.2.5   Conversion Test

The Conversion Test validates the programs and procedures defined to convert data from the legacy systems for use in the System. This process would test the extract, transform, and load process. Agencies would participate in the Conversion Testing process along with the project Conversion team. The Conversion team would plan for up to three (3) mock Conversion Test cycles to validate the conversion data against expected results.

12.2.6   User Acceptance Test (UAT)

The User Acceptance Test enables the business owners to formally verify that the capabilities in scope were properly designed and implemented. It checks that the stakeholders are satisfied with the solution, allowing a final review of the system prior to deployment. The scope of UAT includes testing of business processes and requirements, reports, configured data, workflow, and user security.

The City will conduct a User Acceptance Test of each Application in accordance with the following procedures to determine whether it satisfies the criteria for City approval – i.e., whether it conforms to and performs in accordance with its specifications without material deficiencies.

Within thirty (30) days (or such other number of days as the parties may agree to in writing) prior to the beginning of UAT, Accenture shall provide to the City a subset of Accenture's System Test plans, including test cases, scripts, data and expected outcomes, for the City's use (which the City may supplement in its own discretion) in conducting UAT of the Application. Accenture, upon request by the City, shall provide the City with assistance and support during the UAT process.

The City's UAT will consist of executing test scripts from the proposed testing submitted by Accenture, but may also include any additional testing deemed appropriate by the City. If the City determines during the UAT that the Application contains any deficiencies, the City will notify the Project Team of the deficiency by making an entry in an incident reporting system available to both Accenture and the City. The Project Team will modify the Application to correct the reported deficiencies, conduct appropriate System Testing (including, where applicable, Regression Testing) to confirm the proper correction of the deficiencies and re-deliver the corrected version to the City for re-testing in UAT. The Project Team will coordinate the re-delivery of corrected versions of Applications with the City so as not to disrupt the City's UAT process. The City will promptly re-test the corrected version of the Application after receiving it from the Project Team. The Project Team will correct Critical Defects and High Defects as part of the UAT process.

12.2.7   Performance Test

The Performance Test is conducted to validate that the technical design of the business capabilities are capable of processing expected volumes and load levels specified by the Performance Requirements. It consists of load, stress and recovery tests. This test stage monitors the real performance of the hardware and software with the objective to maximize transaction speed and to reduce response times for the end user.

The Technical Team would pay special attention to the nightly batch processing and to high data volume/high traffic online transactions. The end goal of this test is to confirm that the System would be able to perform in the City's production environment.

12.2.8   Testing Tools

Problem and Incident Management

Appendix A – Statement of Work

The Test Team will define and manage the Problem and Incident Management process (also known as Defect Tracking). Defects generally fall within a few categories of break/fix, patches/bundles, configuration, or user misunderstanding. Depending on the defect, the team that addresses the fixes can be the Development Team, correcting break/fix or patches/bundles, or Functional Team, correcting configuration or helping a user to understand the proper mechanism for execution.

The project teams will log defects as they are identified, prioritize defects, manage defects, assign defects for resolution, and resolve defects. The project teams will strive to resolve critical and high defects before go-live, will have a disposition for medium defects before go-live, and may not resolve low defects before go-live.

Defects will be prioritized according to the following levels of priority:

Level of Priority	Description
1-Blocker	A defect that causes total failure of the software or unrecoverable data loss; production cannot be continued and possibilities of missing deadline with financial impact; or critical processes or reports that affect a large population do not function.
2-Critical	A significant error in business processing that may affect processing of the entire system and there is no workaround.
3-High	Important business logic does not function properly and no Efficient Workaround exists.
4-Medium	Business logic does not function properly but an Efficient Workaround exists, or problem identified affects a non-core business process.
5-Low	Cosmetic change or minor issue.

12.3 Responsibility Matrix

Area	Activity	Accenture Team	City
Testing	Create Test Strategy & Approach	Lead	Assist and Approve
Unit Testing	Unit Testing for RICEW components developed by Accenture	Lead	Assist and Approve
	Unit Testing for RICEW components developed by the City (e.g., extract processes from legacy and external systems and load processes to legacy and external systems)	Assist	Lead
	Manage and Track status of activities	Lead	Assist and Approve
System Testing	Provide examples of test scripts and lists of scenario topics developed from AESG	Lead	Assist and Approve
	Develop System Test Plan	Lead	Assist and Approve
	Develop system test scripts for forms, reports, interfaces, conversion components, extensions and workflows	Lead	Assist and Approve
	Develop test scripts for interfaces and conversion components developed by the City legacy system developers	Assist	Lead
	Test forms, reports, interfaces, conversion components, extensions, and work flows	Assist	Lead
	Test interfaces and conversion components developed by the City	Assist	Lead
	Setup and support system test environment	Lead	Assist and Approve.
	Perform issue resolution for forms, reports, interfaces, conversion components extensions, and work flows	Lead	Assist and Approve

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Area	Activity	Accenture Team	City
	Perform issue resolution for interfaces and conversion components developed by the City	Assist	Lead
	Manage and track status of activities	Lead	Assist and Approve
Integration Testing	Provide examples of integration test scripts and lists of scenario topics developed from AESG	Lead	Assist and Approve
	Develop Integration Test Plan	Lead	Assist and Approve
	Develop integration test scripts	Lead	Assist and Approve
	Execute integration test	Lead	Assist and Approve
	Perform issue resolution for forms, reports, conversion components, extensions, and work flows	Lead	Assist and Approve
	Manage and track status of activities	Lead	Assist and Approve
Conversion Testing	Develop Conversion Test Plan	Lead	Assist and Approve
	Gather conversion files from departments	Assist	Lead
	Schedule conversion testing activities with departments	Assist	Lead
	Execute conversion test	Lead	Assist and Approve
	Setup and support conversion test environment	Lead	Assist and Approve
	Perform issue resolution for conversion defects	Lead	Assist and Approve
	Manage and track status of activities	Lead	Assist and Approve
User Acceptance Testing (UAT)	Provide examples of UAT test scripts and lists of scenario topics developed from AESG	Lead	Assist and Approve
	Develop UAT plan	Assist	Lead
	Develop UAT scripts	Assist	Lead
	Schedule UAT activities with departments	Assist	Lead
	Execute UAT	Assist	Lead
	Support UAT Testers	Assist	Lead
	Setup and support the UAT environment	Lead	Assist and Approve
	Provide issue resolution for reports, interfaces, conversion components, extensions, and work flows	Lead	Assist and Approve
	Provide issue resolution for interfaces and conversion components developed by the City	Assist	Lead
	Manage and track status of activities	Assist	Lead
Performance Testing	Develop Performance Test Plan	Lead	Assist and Approve
	Document procedures to capture and monitor user-response time metrics	Lead	Assist and Approve
	Conduct performance test	Lead	Assist and Approve

Area	Activity	Accenture Team	City
	Setup and support the performance test environment	Lead	Assist and Approve
	Perform issue resolution as required to address performance requirements	Lead	Assist and Approve
	Manage and track status of activities	Lead	Assist and Approve
Problem and Incident Management	Define Problem and Incident Management process and procedures	Lead	Assist and Approve
	Identify System Investigation Requests (SIRs) and record in tracking tool	Lead	Assist and Approve
	Manage SIRs from identification to closure	Lead	Assist and Approve
	Resolve and retest SIRs	Lead	Assist and Approve

12.4 Deliverables

The following Deliverables will be created.

Phase	Deliverable Grouping	Deliverables	Description
Plan/Analyze	General System Design	Testing Strategy & Approach	The Testing Strategy & Approach describes the test strategy for the Project including the sequence and methodology of testing. The strategy and approach addresses at a high level the test environment, the tests to be performed, and schedule for test activities. It also includes a list of business processes per module to be tested.
Build	Test Plan and Approach	System / Integration Test Plan	This deliverable documents the steps a tester will follow to execute a group of test conditions defined for a system test scenario. The test scripts reference test conditions and document expected results of each testing step. The scripts also include areas to indicate the status of each testing step and to document transaction reference information and testing input data.
Test	Application Test	System / Integration Test Results	This deliverable documents the results of the system test conditions and scripts and the fixes or SIRs identified due to system test. It details number of test scripts executed and number, type and status of identified SIRs during the system testing process.
		Performance Test Plan	This deliverable documents the steps a tester must follow to execute a group of performance test conditions defined for a performance test scenario. Processing requirements will identify and address the issues that must be tested. Actual data will be provided to complete performance test scripts.
		Performance Test Results	This deliverable documents the results of the performance test conditions and the fixes or SIRs identified due to performance test.

13.0 Training Services

13.1 Overview

The Training Team will be responsible for both Project Team and End User Training. Project team training entails coordination of the Project Kick-off and orientation, City System overview training, project methodology training, and the process and templates for informal on-the-project training. End User training consists of analyzing the training needs, defining the training curriculum, designing and building the training materials and training environment, testing training materials, training-the-trainer, providing and supporting a preconfigured training environment, and supporting City trainers.

The Training Team will define a strategy for project team training and end user training that appropriately integrates with Accenture's methodology and timeline. Although the City intends to deliver most of the end user training sessions, Accenture must provide support to the Training Team for training to the City project team, developing the end user training materials, and conducting the train-the-trainer sessions.

The Training Team will be comprised of representatives from the City and Accenture.

13.2 Major Activities

13.2.1 Project Team Training and Project Kick-off for Project Team Members

The Project Team training is a joint effort between the City and Accenture with the assistance of Maverick Solutions. Accenture and Maverick Solutions will provide training on the architecture of the PeopleSoft system, the basic functionality of the system, and basic navigation.

Depending on the project team roles, members of the Project Team will attend sessions to orient them to their specific specialty areas in the software. The City business process SMEs will attend sessions that describe the software modules that are relevant to their role(s). Each PeopleSoft module will be presented introducing the key terms, concepts, key functions, and key decision points that would be anticipated.

The Project Kick-off session, conducted at the start of the project, will provide project team members the foundational vision and basic start-up information about the Project. The City will provide the overview of the project including the vision, values, governance, and expectations for the Project. Project Team members attend the project kick off at the start of the project. The kick-off session introduces the project and its goals, the solution, overall project schedule, scope, the teams, general roles and responsibilities, and discusses Accenture's Accenture Delivery Methods (ADM) and Accenture Enterprise Services for Government (AESG). During the kick off session, the project processes, procedures, and protocols are also introduced. An orientation packet containing information from this session is made available for project members who join the Project Team at a later date.

The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
• Provide training on the architecture of the PeopleSoft system, the basic functionality of the system, and basic navigation	• Assist in the preparation of Kick-off materials by providing City input, content, and context
• Prepare the materials for the project kick-off session	• Co-conduct the project team kick-off meeting
• Co-conduct the project kick-off session for project team members	• Coordinate all logistics, including facility, scheduling, notifications, and reproduction of any hand-out materials etc. for the kick-off session
• Create an orientation packet that will be made available for project team members who join the project team at a later date	• Ensure City availability and project team member attendance at the Kick-off session

13.2.2 Methodology Training for Project Team Members

Project team members will receive training on Accenture's ADM methodology as used for the Project. Additionally, project team members will receive training on the respective tools and processes used to complete project work. This training occurs over the life of the project, beginning with formal methodology introductory training during the project kick-off. Once the project kick-off is completed, subsequent

methodology training occurs on a team-by-team basis, with each team addressing methods, tools and processes relevant to the work being performed by that specific team during that phase of the project.

The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
• Prepare and conduct project methodology training for City project team members	• Provide input and context to the training in support of Accenture
	• Provide logistics support for the training
	• Ensure attendance of City project team members

13.2.3 Informal Project Team Training

Throughout the project lifecycle, project team members receive informal training on specific work activities and processes. This includes, for example, informal training or coaching on how to create design specifications, write test scripts, create training exercises etc. Informal training is team-specific and will be integrated with the Knowledge Transfer activities.

The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
• Prepare and conduct informal training, including team meetings, hands-on coaching, etc.	• Provide input and context to the training in support of Accenture
• Provide training to City project team members on use of the project tools relevant to the specific project work	• Ensure active participation of City project team members in the informal training activities

13.2.4 Develop Training Plan

The training team will gather information about the current skills and knowledge of the System stakeholders and define the skills required to use the new System to perform the City's business processes. The team will assess the current systems users. Once conducted, the assessment data will be reviewed and summarized. This data will become input to the Training Plan, which describes the overall approach, audiences, training needs/content areas, goals, objectives, methods/tools, high-level curriculum, development approach and schedule, and training delivery approach.

The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
• Define the skills required for the new System roles	• Assist Accenture by providing assistance and input into the definition of the new roles and the development of the skills assessment tools and process
• Use an assessment tool for agencies to assess the skill level of their System users	
• Collect and analyze the assessment data and summarize and report the results	• Administer skills assessment developed during the Analyze phase and assist Accenture in the analysis and summarization of the data
• Create the Training Plan which will document the overall scope and strategy for the System training program	• Agencies shall complete the assessment and provide the data back to the project for an analysis of the System end user audience, identifying the financial users, their characteristics and associated learning needs
	• Provide City context and content and assist in the preparation and development of the Training Plan

13.2.5 Online Help

The following PeopleSoft-delivered online help tools will be available to all project members during and after the project life cycle:

- **PeopleBooks** —detailed documentation about specific PeopleSoft functionality, accessible through the demo, development, and test environments reflect the application and tools as delivered. In Accenture's experience, the project team members have used PeopleBooks, in addition to AESG, on a regular basis for such tasks as writing CRP narratives and flows, test scripts, and training materials.

- **UPKs** – a collaborative development environment for creating: interactive simulations and assessments, in-application performance support, classroom and web-based training materials, manual test scripts/cases, instructional web sites and custom document outputs. The Project will use this application, standard with the Oracle suite, to develop training for all aspects of the solution.

Throughout the project, the project team tailors content to document the customizations specific to the City. We use the UPK tool as our contextual online help. End users access contextual online help through the Production environment. Contextual help means that end users automatically access UPKs and job aids relevant to the screen they are using. This online help reflects the configuration and customizations specific to the City.

The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
• Install and support UPK & PeopleBooks infrastructure	• Provide UPK licenses for project team use

13.2.6 Training Curriculum

The Training Team will define the detailed training curriculum for the End User training Program. It will incorporate the relevant business processes. The end user training curriculum and support materials will be defined based on the Training Plan created in the Plan/Analyze phase.

The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
• Create the System training curriculum, which lists the training classes, anticipated delivery method, and intended content needed to support the System functionality and business processes • Define the preliminary End User roles	• Assist Accenture in defining the curriculum, which includes providing City context and content, providing input regarding method, as well as assisting in the development of the deliverable

13.2.7 Training Tools Training

The City Training Team members will be trained to use the tools and methods that will be used to design, and build the System end user training. This entails training the training team members on training methodology as well as the use of the PeopleSoft User Productivity Kit (UPK) tools for training development.

The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
• Teach the training team members the use of the tools and methods used for designing and building the end user training	• Ensure City training team members attend and participate in the training

13.2.8 Training Designs

Training designs will contain information regarding learning objectives, suggested content, estimated duration, and validate the suggested deployment method. Training Designs consider the To-Be business processes, enhancements to the system and City configuration values. The Training Designs will also outline the scope and organization of the System online help. The team will define the specific content for the procedures to be included. The design will be based on the standard, delivered templates provided by the UPK.

The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
• Accenture and the City shall have shared responsibility for the design of the training and support materials.	• The City and Accenture shall have shared responsibility for the design of the training and support materials.
• Additionally provide methods, tools, and guidance in design process	• Additionally provide the necessary City content and context to the training materials

13.2.9 Training Build

Leveraging AESG, the Training Team shall create the training and support materials as articulated in the approved training designs. Once developed, SMEs review the materials and provide feedback. Once the feedback has been addressed, the materials are finalized and are ready for testing.

The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
• Provide training development methods, tools, and process guidance as well as City System	• Develop training materials assigned to the City
• Provide assistance by defining and supporting the methods and tools the developers will use to build City-specific UPKs	• Provide input to the training materials and support tools. The input will include City content and context to the materials.
• Develop training materials assigned to Accenture	• Provide City content and context to the training materials
• Create the training end user job aides assigned to Accenture	• Create the training end user job aides assigned to the City
• Set up and perform maintenance of the data in the training environment	• Assist in defining exercise scenarios and data used in the training database
• Designate functional SMEs to review the training materials for system accuracy	• Perform administration of the training environments
• Update the training materials developed by Accenture developers based on the SME-reviewer feedback	• Designate SMEs to review the training materials for City context, content and process accuracy
	• Update the training materials developed by the City developers based on the SME-reviewer feedback
	• Agencies shall create any agency-specific training content required to supplement the System Enterprise training program

13.2.10 Training Deployment Plan

The Training Team will create a plan that describes the approach for deploying the System training program. This training delivery schedule consists of the training logistics for System and aligns with the Project Work Plan and schedule. The plan describes the train-the-trainer approach, how trainers will be prepared for training delivery, and the training evaluation approach. Additional information in the plan includes training locations, trainers, registration, and deployment of training materials.

The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
• Create the Training Deployment Plan	• Provide input regarding training logistics, schedule, trainers, materials reproduction, as well as provide assistance in the development of the plan
	• Execute Training Deployment Plan

13.2.11 Pilot Training

The Training team conducts Pilot training sessions, or "mock delivery," of each training course, to confirm the course duration and to validate that the objectives of the course are met as designed. Each pilot will include the respective training developer conducting one practice session of each course to the trainers who are being prepared for training delivery and/or to other selected participants. Observers from the training team will validate course duration and identify any issues. Comments and observations will be captured throughout the delivery. Results will be summarized, analyzed, and prioritized. Recommended

changes will then be made to correct issues where training did not perform as designed or where content was incorrect. Other changes mutually agreed upon by the City and Accenture will be made prior to the training deployment to end users.

The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
• Create the Pilot Training Plan and schedule • Conduct pilot courses for courses developed by an Accenture developer • Review the pilot training results and prioritize changes • Accenture and the City shall respectively share responsibility for updating the courses each originally created	• Provide input to the development of the Pilot Training Plan and schedule • Identify pilot training participants and identify and provide space for the pilot training conduct • Conduct pilot courses for courses developed by a City developer • Participate in the review of the pilot training results and work together with Accenture to prioritize changes • The City and Accenture shall respectively share responsibility for updating the courses each originally created

13.2.12 Train-the-Trainer

The Train-the-Trainer (TTT) program will prepare the City trainers for System training delivery to the end users. Trainer prep consists of providing information on basic instructor skills, training logistics, and participation in the Pilot training. The TTT also consists of a "teach-back" where each trainer will prepare for and deliver a topic of training to his or her trainer peers. Trainers will receive constructive feedback from their peers and the training leads.

As part of the TTT effort, the Training Team will provide:

- Classroom materials to support the classroom training effort that have been customized to address specific software configuration and customizations made as part of the Project.
- Training for City trainer candidates that includes:
  - Leading practices on training for the proposed software;
  - Practice training sessions;
  - The business processes and system functionality on which they are expected to provide training; and
  - How to customize the training materials and set-up specific reference data in the training environment.
- A stable, tested training environment pre-loaded with representative converted reference and historical data that can become a starting point for creating training materials (including screen prints showing user actions and processing outcomes). Note: For training purposes, the City will take responsibility for entering representative reference data that is impractical or impossible to convert automatically.
- Support to City trainers prior to and during training.
- Back up, restore and troubleshooting assistance in the training environment as materials are prepared and customized and as end user training proceeds.

The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
• Develop and conduct the System train-the-trainer program, which shall be used to prepare the City's System trainers. This includes a one-day Instructor Skills Workshop and an instructor checklist for advance preparation. • Prepare constructive feedback for each trainer in the train-the-trainer program and provide that information	• Recruit the trainers who will conduct the end user training • Assist Accenture in the development and conduct of the System train-the-trainer program, which includes providing City content and context input to the materials

to the City	• Ensure availability and attendance of the City trainers

13.2.13   Training Delivery

Training delivery includes City trainers conducting the end user training courses to the City's System end users. A summary of training evaluation results will be included.

The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
• Provide support to the City's trainers during delivery. Support could include for example: Assisting trainers in processes for handling or streamlining delivery issues, assisting in trouble-shooting and resolving issues or questions that were asked during a training session, or assisting in capture recommendations for future updates of training materials.	• Conduct all of the end-user training using the final training materials resulting from Pilot training • Agencies shall ensure user availability to attend the required System training

13.2.14   Training Administration

Training administration will involve the activities associated with managing and administering the System end user training program. It includes for example, training registration, reproduction of materials, collecting training evaluation results, identification and set up of training classrooms, scheduling courses and scheduling trainers. It also includes administering, collecting, analyzing and reporting the training evaluations.

The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
• Establish the processes and setting up the tools used for training administration • Assist in the analysis of the training evaluation results and recommendations for remediation	• Execute all end user training administration and manage training logistics • Agencies shall ensure appropriate and timely completion of end user training registration

13.3   Responsibility Matrix

The table below summarizes the responsibilities associated with training:

Area	Activity	Accenture Team	City
Training	Conduct Project Team Kickoff and Methodology Training	Lead	Assist and Approve
	Conduct informal project team training	Lead	Assist and Approve
	Develop Training Plan	Lead	Assist and Approve
	Conduct Training Requirements Assessment	Lead	Assist and Approve
	Develop Training Curriculum	Lead	Assist and Approve
	Develop Train the Trainer Plan	Lead	Assist and Approve
	Conduct Train the Trainer Sessions	Lead	Assist and Approve
	Manage Learner Registrations and Training Logistics	Assist	Lead
	Conduct End User Training	Assist	Lead
	Train Department end users	Assist	Lead

13.4   Deliverables

The following Deliverables will be created.

Appendix A – Statement of Work

Phase	Deliverable Grouping	Deliverables	Description
Plan/Analyze	Change Management Strategy	Training Plan	The Training Plan describes the end user training approach and high-level curriculum. The training plan will provide training course recommendations, estimated duration, training methods and tools, and the training development and delivery approach and schedule.
Design	Change Management Design & Training Approach	Training Curriculum	The Training Curriculum deliverable establishes specific course recommendations for End Users based on their anticipated roles and responsibilities in the System.
Build	Change Management Execution and Training Design	Training Design	The Training Design contains a design for each course identified in the training plan and curriculum document. Each training design provides an outline of the course and the contents to be included, including: • Course objectives • Estimated duration and delivery method • Role(s) attending the course. • Key course topics • Key exercises and UPKs to develop. • Job aids to develop for the course
Test	Change Execution and Training Build	Training Build	The Training Build includes the training materials and support developed for the System end user training program as defined by the Training Designs. It includes UPKs, training environment, presentations, and job aids.
Deploy	Training Deployment	Training Execution Status Report	The Training Delivery deliverable provides a summary of the training conducted prior to go-live, a summary of the training evaluation results and any corrective actions or remediation that may need to be put in place.

14.0 Communications, Cultural Change Management and Knowledge Transfer

14.1 Overview

The Change Management team will be responsible for activities that will help to prepare the City agencies and users for transition to and the use of the new System. It includes activities in the following areas:

- Communications
- Agency Readiness
- Knowledge Transfer

The Change Management team will be comprised of representatives from the City project team and Accenture.

During the Plan/Analyze Phase, the Change Management team reviews existing agency information already collected and performs additional analysis to determine the change impact of the System. The team also documents the communications and change management approaches that will facilitate readiness and help to transition the affected agencies and System users smoothly.

14.2 Major Activities

14.2.1 Change Management Strategy

The Change Management team creates the Change Management Strategy, which describes the capabilities that the City agencies may require to use the new System business processes and the tasks required to achieve those capabilities. The Change Management Strategy describes the overall approach to identifying readiness tasks, conducting Change Management activities, preparing the City agencies, and assessing readiness. It describes the readiness tools and processes and provides a high-level schedule of the overall readiness activities.

The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
• Create the Change Management Strategy	• Support Accenture in development of the Change Management Strategy by providing City input, content and context

14.2.2 Agency Surveys

Leveraging Accenture's Change Measurement Workbench tool, the Change Management team gathers information about the City's current stakeholders and processes in order to help establish a baseline. Information collected typically includes, current understanding and/or attitudes, specific data about current practices and processes, current characteristics, knowledge and skill levels of user groups. Surveys are prepared and administered to collect the data. Results are compiled, analyzed, and summarized for input into the Change Management Strategy, Training Approach and Communications Strategy. One baseline survey is recommended, followed by one survey for each of the change phases.

The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
• Create the survey and processes used to collect data from the agencies • Compile the survey data, analyze it and summarize the results	• Support Accenture in creating the questions for the survey • Distribute and administer the agency surveys • Support agencies in the completion of timely and accurate surveys • Assist Accenture in the compilation and assessment of the survey results • Complete the agency surveys with accurate and complete information in the timely manner

14.2.3   Change Impact Analysis

The Change Management team reviews data about the System users and agencies that has been collected via agency surveys or via data that the City has already collects. The team also assesses that information against the anticipated new System processes and technology to identify high-level change impacts, by functional area, that will result from the implementation of System. The team identifies initiatives to help address the impacts and plots them on a schedule. This information becomes input into the Change Management Strategy.

Based on the type of impact, level of impact and audience group, the impacts will be addressed in one or more of the following ways: Communications, Training, Role Changes, Performance Support or Other Methods. Some examples of impact classifications and potential solutions include:

- Cultural impact (cultural additions and exclusions) – targeted change agent activities
- Skill impact (increased/decreased skill) – end user training
- Responsibility impact (increased/decreased responsibility) – revised PeopleSoft role descriptions

In order to reach all audiences and examine the effectiveness of all parts of the Change Management Strategy, the Change Management team will use multiple methods to monitor and measure the effectiveness of the change leadership and change readiness activities. The methods include:

- Leadership activities and leadership scorecards – visibly engaged leadership
- Communications, surveys, and feedback forms – informed organization and stakeholders
- Change agent activities, change readiness activities and action items, and change readiness assessments/scorecards – This program will be designed and facilitated by Accenture and owned and championed by the City.

The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
• Conduct a change impact analysis and document the enterprise impacts of the System, defining initiatives to address the impacts, developing the System Roadmap and documenting in the Change Management Strategy	• Support Accenture in the impact analysis activities • Assist Accenture in defining and articulating the enterprise impacts and identifying initiatives to help address the impacts • Assist with the development of the System Roadmap

14.2.4   Communications Strategy

The Project Team will create the System Communications Strategy. The strategy will identify stakeholders, information needs, key messages, methods, senders, and schedule. It will also describe methods for collecting feedback.

The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
• Create the Communications Strategy and define the messages and delivery methods • Monitor and assist in refining the Communications Plan	• Assist Accenture in the development of the System Communications Strategy. Assistance could include identification and input regarding stakeholders, messages, and delivery methods. • Execute Communications plan tasks and actions • Monitor and refine plan based on Accenture guidance and stakeholder input from surveys and other qualified data sources

14.2.5   Provide Communications / Update Communication Strategy

The Project Team creates and delivers specific communication messages, materials and events as outlined in the updated Communications Strategy. The team reviews and updates the Communication Strategy quarterly to include specific stakeholder information and specific communications messages, timing, and events.

The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
• Update the Communications Strategy on a quarterly basis to address stakeholder feedback and to reflect new information regarding specific stakeholders and specific communications messages, timing, and events • Support the City as it delivers meetings specified in the Communications Strategy.	• Maintain the agency contact list • Provide meeting logistics • Create and maintain communication tools and materials as outlined in the updated Communications Strategy. Communication tools could include web sites, email lists, newsletters, etc. Communication materials could include posters, postcards, project swag, etc.

14.2.6 Knowledge Transfer Plan

The Change Management team will document the Knowledge Transfer approach that will be used to prepare the designated Project Team resources for roles in the Post Go-Live Organization. The Plan will include information regarding the ongoing support organization, roles and skills and capabilities needed by each role. The Plan will also include the knowledge transfer methods, critical milestones, personal learning plan templates, and the knowledge transfer scorecard template. The Plan will also include the processes used to conduct and assess the knowledge transfer activities.

The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
• Document the Knowledge Transfer Plan and develop the templates and processes to support the knowledge transfer process.	• Define the Post Go-Live organizational structure (technical and functional) • Identify the City resources targeted to fill roles in the Post Go-Live Organization • Handle all personnel-related communications and interactions with candidates and their transition to the Post Go-Live organization • Create the Personal Learning Plans for each targeted team member identified for role in the Post Go-Live organization

14.2.7 Establish and Launch Change Agent Network

The Change Management team identifies and confirms changes agents to represent each agency that will use the System. A change agent could represent one or more than one agency. The Change Management team will mobilize the change agents and introduce them to their role via a Change Agent Kick-off. The kick-off meeting will be a conducted in a meeting presentation format. The meeting will provide such information as an introduction to the project, timeline, roles and responsibilities, expectations, and introduce the Readiness Liaison assignments.

The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
• Assist the City in identifying change agents by provide a detailed description of the change agent role • Prepare materials for the Change Agent Kick-off session • Support the City in the conduct of the Change Agent Kick-off session • Assist with conducting cadence change agent meetings throughout duration of the project	• Identify and confirm resources to represent one or more agencies as change agents • Conduct the Change Agent Kick-off meeting • Provide logistics and administration associated with the Kick-off session • Schedule and conduct cadence change Agent meetings throughout duration of the project

14.2.8 Business Process Workshops

The Change Management team creates Business Process Workshops (BPW) and delivers them to agency representatives. The workshops are intended to provide an overview of the new enterprise System business processes and will provide tools and aids to facilitate the agencies in identifying impacts, re-engineering opportunities and specific actions to prepare for System.

The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
• Develop BPW content and material • Support the City in the delivery of the BPWs to agency representatives	• Support Accenture in the development of the BPW materials. • Schedule and Conduct all sessions of the BPWs to agencies • Provide and manage logistics associated with the BPWs • Identify the appropriate agency representatives to attend and actively participate the BPW sessions and ensure attendance • Identify agency-specific business process changes and taking specific and timely action to make sure the appropriate redesign activities are completed and implemented

14.2.9 Role Mapping Approach

The Change Management team defines and documents the approach that describes the process for assisting agencies in assigning System end users to the new System roles. The approach identifies the tools and templates, communications, and timing required to perform this activity.

The Change Management team documents the new System roles. Role mapping includes include role definition, high level description of responsibilities, system skill/knowledge requirements, relationships to other roles, and a summary of change impacts associated with the role. Once role descriptions are complete, the team uses the role mapping process defined during the Design phase to implement the role mapping activities. Using the defined process and tools, designated City agency representatives will assign end users from their respective organizations to System roles.

The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
• Assist City in defining the Role Mapping approach • Provide the tools, templates and processes defined in the Role Mapping approach. • Support the City in role mapping activities by helping to troubleshoot the process and/or answer role-related questions. • Coordinate the receipt of the role mapping information with the Security team.	• Develop the Role Mapping approach • Identify the roles and define and document descriptions for each role. This also includes defining the process for the agency role mapping activities. • Use the Role Definitions and Role Mapping processes and tools to map agency end-users to appropriate System roles within the timeframe suggested.

14.3 Responsibility Matrix

The table below summarizes the responsibilities associated with Change Management services:

Area	Activity	Accenture Team	City
Change Management	Develop Change Management Strategy	Lead	Assist and Approve
	Assess Leadership Readiness	Lead	Assist and Approve
	Change Readiness Surveys	Lead	Assist and Approve

Area	Activity	Accenture Team	City
	Develop Workforce Readiness Approach	Lead	Assist and Approve
	Develop Communications Strategy	Lead	Assist and Approve
	Develop Communications	Assist	Lead
	Deliver Communications	Assist	Lead
	Review and Approve Communications	Assist	Lead
	Respond to public and/or press inquiry	Assist	Lead
	Identify and involve Stakeholders	Assist	Lead
	Business Process workshops	Assist	Lead
	Conduct Stakeholder Analysis Sessions	Lead	Assist and Approve
	Coordinate Stakeholder Activities	Assist	Lead
	Create and maintain project website	Advise	Lead
Knowledge Transfer	Develop Knowledge Transfer Strategy	Lead	Assist and Approve
	Coordinate the City's Participation in Knowledge Transfer activities	Assist	Lead
	Review and Approve Knowledge Transfer progress	Assist	Lead
Deployment and Support	Train City Help Desk personnel	Assist	Lead

14.4 Deliverables

The following Deliverables will be created.

Phase	Deliverable Grouping	Deliverables	Description
Plan/Analyze	Change Management Strategy	Knowledge Transfer Plan	The Knowledge Transfer Plan will define the approach used to prepare the designated Project Team resources for roles in the Post Go-Live Organization. The Plan will include: • Overall project approach to knowledge transfer and milestones • Methods, tools, and processes used to facilitate knowledge transfer • Description of the Post Go-Live Support Organization structure, roles and capabilities needed • Personal Learning Plan template • Knowledge transfer scorecard template and processes used to conduct and assess the knowledge transfer activities
		Communications Strategy	The Communication Strategy describes the communication approach, structure, and methods that will be used on the project. The Strategy includes such information as: • Communication Goals and Objectives • Stakeholders • Communication methods • Anticipated messages and timeline • Feedback mechanisms • Suggested communication process, tools and templates; including process for quarterly updates
		Agency / Workforce	The Agency / Workforce Readiness Approach

Phase	Deliverable Grouping	Deliverables	Description
		Readiness Approach	details the approach for preparing the City for the System implementation and associated changes. The Approach will include such information as: • Enterprise readiness goals, objectives, and overall approach • Initial impacts, initiatives to address, and timeline • Change Network description and associated roles and responsibilities • Readiness Liaison description and associated roles and responsibilities • Methods for preparing agencies • Preliminary readiness checklist • Approach for assessing readiness
		Change Impact Analysis	The Change Impact Analysis identifies the impacts of the planned process changes, identify who is impacted, define how they would be impacted, and propose methods to address the impacts.
		Stakeholder / Leadership Analysis	The Stakeholder / Leadership Analysis describes how each Stakeholder / Leadership group is impacted by the Project, along with messages and timing that could help prepare the stakeholders for the impact.
Design	Change Management Design & Training Approach	Role Mapping	The Role Descriptions deliverable provides detailed descriptions of the new System roles. Detailed descriptions will include for example: • Description of the role • High level responsibilities, system skill/knowledge requirements, relationships to other roles • Change impacts associated with the role • Type of security access associated with the role
		Change and Communication Execution Status Report	This deliverable summarizes the readiness, outreach, and communication activities for the phase and provides a forecast of the change and communication activities planned for the coming phase. It will include for example: • Change agents and readiness liaison agency assignments • Change Agent Kick-off meeting materials • Monthly Change Agent meeting materials • Summary of the readiness activities completed • Communications distributed
Build	Change Management Execution and Training Design	Change and Communication Execution Status Report	This deliverable summarizes the readiness, outreach, and communication activities for the phase and provides a forecast of the change and communication activities planned for the coming phase. It will include for example: • Change agents and readiness liaison agency assignments • Change Agent Kick-off meeting materials • Monthly Change Agent meeting materials • Summary of the readiness activities

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Phase	Deliverable Grouping	Deliverables	Description
			• completed • Communications distributed
Test	Change Execution and Training Build	Change and Communication Execution Status Report	This deliverable summarizes the readiness, outreach, and communication activities for the phase and provides a forecast of the change and communication activities planned for the coming phase. It will include for example: • Change agents and readiness liaison agency assignments • Change Agent Kick-off meeting materials • Monthly Change Agent meeting materials • Summary of the readiness activities completed • Communications distributed
Deploy	Change Commitment (or Change Sustainment)	Change and Communication Execution Status Report	This deliverable summarizes the readiness, outreach, and communication activities for the phase and provides a forecast of the change and communication activities planned for the coming phase. It will include for example: • Change agents and readiness liaison agency assignments • Change Agent Kick-off meeting materials • Monthly Change Agent meeting materials • Summary of the readiness activities completed • Communications distributed

Appendix A – Statement of Work

15.0 Deployment Support

15.1 Overview

The Project Team will provide onsite support throughout the deployment period.

15.2 Major Activities

15.2.1 Deployment Plan

The Project will include a Deployment Team, comprised of resources from the Functional, Business Intelligence and Reporting, and Technical teams, that will produce a detailed Deployment Plan to reflect all project activities that impact deployment of the System into the production environment. This document lists all steps required to make a successful cut-over to the production environment, including specific cut-over tasks, planned and actual dates for tasks completed, task responsibilities, task dependencies, estimated work effort required to complete each task, task status, results of task completion, and party sign-off for each task completed.

The Deployment Team will also develop a Contingency Plan for mitigating and resolving those risks that have been identified as impacting deployment. The Contingency Plan will address the strategies for business and system continuity planning as a result of implementation issues. For each risk identified, the contingency plan will include one or more alternate solutions that are acceptable to the project stakeholders. The Deployment Team is responsible for executing the contingency plan as issues arise during deployment, upon approval of the City.

The Deployment Plan will detail the approach for coordinating the following:

- Data Conversion activities.
- Technical preparation and system changeover activities.
- Development of a cut-over activities checklist.
- Staffing requirements, by role and responsibilities, for both Accenture and City staff for the deployment / cut-over activities.
- Deployment schedule.
- The process for developing a contingency plan for identifying, communicating, resolving risks and maintaining then current production capability if the deployment is delayed

The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
• Develop the Detailed Deployment Plan • Review the plan with project team members, key stakeholders, and agency personnel to identify potential issues and be proactive about taking corrective action.	• Assist in the development of the Detailed Deployment Plan • Arrange for meetings with key stakeholders and agency personnel to discuss the Plan

15.2.2 Operational Readiness Testing

The goal of the Operational Readiness test is to confirm that the joint Accenture/City team is ready to support the System in production -- that the personnel, processes and procedures are in place to be able to support the new System. Operational Readiness Test is addressed in more detail in the Testing section of this SOW.

The table below summarizes the responsibilities for Accenture and the City:

Accenture Responsibilities	City Responsibilities
• Identification of business processes and test scripts • Documentation of test execution and results	• Assist in identification of test conditions and creation of scripts • Assist Accenture in planning and execution of the Operational Readiness Test. The City will take primary responsibility for operational testing of legacy systems where required by the City-approved

Operational Test Plan.
- Create or modify any batch processing

15.2.3 System Rollout

Perform the work to move the System into production as follows:

Accenture Responsibilities	City Responsibilities
• Coordinate the production configuration of the Execution environment in preparation for deployment. • Develop a Move to Production Readiness Checklist. • Schedule and execute one Dry Run of this Checklist prior to actual go live. • Provide readiness support to the City, specifically to the agency change agents identified by the City. • In conjunction with the agency change agents, produce monthly scorecards, illustrating each agency's progress against each of the identified readiness tasks required for implementation. • Provide support to the City identified trainers. • Load production security in all applications. • Turn over security administration process to City. • Deploy System	• Participate in the development of the Move to Production Readiness Checklist, and perform activities during the actual move to production. • City SME staff will verify and validate the results of Accenture's actual conversion to production execution. • Deliver training to the end-users. • Test production security in production. • Take on Security Administration process. • Deploy Infrastructure

15.3 Responsibility Matrix

The table below summarizes the responsibilities associated with deployment support:

Area	Activity	Accenture Team	City
Deployment and Support	Develop Deployment Plan	Lead	Assist and Approve
	Develop Deployment Checklist	Lead	Assist and Approve
	Execute Deployment Plan for System components	Lead	Assist and Approve
	Execute Deployment Plan for components owned by the City	Assist	Lead

15.4 Deliverables

The following Deliverables will be created.

Phase	Deliverable Grouping	Deliverables	Description
Build	Technical Env Setup and Execution of Dev Env Support	Deployment Approach	The Deployment Approach contains the high-level approach for transitioning the in-scope processes into production. It includes: • Deployment preparation • Cutover planning • Stabilization planning for Post Go-Live support
Test	Application Test	Deployment Plan	The Deployment Plan details when and how the System gets rolled out to the target deployment groups and sites, as well as the tasks necessary to prepare for the roll-out. It also considers agency impacts and deployment task dependencies. The plan will cover the timeframe forty-five (45) calendar days before Go-Live and thirty (30)

Phase	Deliverable Grouping	Deliverables	Description
			calendar days after Go-Live.
			The plan will detail the following for each task: • Task name • Owner • Target date for completion • Critical path indicator The types of tasks will include: • Knowledge transfer/training tasks • Operational cutover tasks (i.e., converting data, etc.) • Technical Architecture (i.e., PeopleSoft) tasks including readiness, mock deployments and production cutover • Post Go-Live support tasks
Deploy	Application Deployment	Deployment Exit Report	The Deployment Exit Report will list the applications and modules that are deployed at Go-Live as defined by the Deployment Plan. This will indicate the beginning of the City's Deliverable Acceptance Process for Go-Lives.

16.0 Post Go-Live

16.1 Overview

Accenture will provide onsite post-implementation maintenance and operations support for three (3) months after go-live. Using a knowledge transfer approach with formal checkpoints along the way, Accenture will transfer responsibilities to the City over the three (3) months of post implementation support. This post-implementation maintenance and support will consist of technical, functional, business intelligence and reporting, and operational support.

16.2 Major Activities

16.2.1 Post Go-Live support

The Post Implementation Support Phase includes the following major activities:

Performance Support Level	Responsibilities	Types of Issues Resolved	Primary
Tier 1 Help Desk	• Answer Help Desk phones • Log Help Desk tickets • Troubleshoot user errors • Log ticket resolutions • Determine ticket escalation target	• Forgotten password • Access • Navigation	• City
Tier 2 Functional Support	• Resolve non-technical issues that could not be resolved by the City's Help Desk • Determine if ticket requires escalation • Log ticket resolutions	• Field usage • Business processes	• City with Accenture assistance
Tier 2 Technical Support	• Resolve technical issues that could not be resolved by the City's Help Desk • Determine if ticket requires escalation • Log ticket resolutions	• Errors in batch job processing • System outage	• Accenture with the City assistance
Tier 3 Production Support	• Resolve technical and functional issues that could not be resolved by Tier 2 • Determine if ticket requires system fix • Assign to appropriate team for issue resolution • Track system fix through development, test, and migration to production • Log ticket resolutions • Track Help Desk metrics • Create action plan based on Help Desk metrics • Develop troubleshooting scripts for frequently asked questions	• System enhancement • New configuration values • Configuration restructure • Conversion fix • Creation and scheduling of new batch jobs	• Accenture with the City assistance

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Accenture Responsibilities	City Responsibilities
- Manage and provide application support for the in scope modules of the deployed release within the System - Manage, guide and direct low risk support activities to the City - Perform identified fixes to the System - Provide advisory support on organization change management impacts - Help confirm any changes to the production environment are reflected as required in ongoing development (i.e., migration and change order)	- Operate the Help Desk, which would be single point of contact for user requests and incident handling. The Help Desk team collects the user details logging the call/ticket, determines the nature of problem or information needed, and resolves common problems that are categorized as Level 1 tickets - Track problem reports - Manage user security profiles - Provide super users with appropriate knowledge of the System and the City's business processes to perform initial problem identification and act as the initial point of contact with the user community - Provide required additional training of end users, leveraging training materials developed by the Accenture team - Manage organizational change impacts, with advisory support from the Accenture team - Establish and monitor the knowledge transfer plan with the Accenture team

16.2.2   Deliverable Acceptance Process – Post Go-Live

After System Go-Live the City shall determine whether the System performs with no Blocker, Critical or High defects. Accenture will assist the City as requested.

Following System Go-Live, the System shall undergo a production stability period of compliance with Acceptance Criteria for ninety (90) calendar days. However, if a Blocker, Critical or High Defect occurs during the production stability period, the City shall give Accenture notice of its non-acceptance, with such notice delineating the Blocker, Critical or High Defects used as the grounds for the City's decision. The Contractor shall promptly correct such Blocker, Critical or High Defects described in the notice of non-acceptance from the City at no additional cost.

After Accenture has corrected deficiencies delineated in a notice of non-acceptance, the City shall verify whether the System satisfies the Acceptance Criteria. If Accenture has corrected all Blocker, Critical, or High Defects and the System undergoes compliance with Acceptance Criteria for the remainder of the ninety (90) calendar days following correction of the deficiencies, or an alternate time period as approved by the City, the City shall give Final Acceptance therefor.

If Accenture is unable to correct all deficiencies (except for Cosmetic Deficiencies) in the System within ninety (90) calendar days from System Go-Live, the City may, at its option: (i) require Accenture to continue revising the Application until deficiencies are corrected; (ii) follow the termination procedures determined in Section 26 Termination.

16.3 Responsibility Matrix

The table below summarizes the responsibilities associated with deployment support:

Area	Activity	Accenture Team	City
Post Implementation Support	Provide Level 1 Support	N/A	Lead
	Provide Level 2 Functional Support	Assist	Lead
	Provide Level 2 Technical Support	Lead	Assist and Approve
	Provide Level 3 Support	Lead	Assist and Approve

17.0 Basis of Estimate

17.1 Overview

The Basis of Estimate represents Accenture's understanding in determining the level of effort to perform the services specified in this SOW. These items provide the basis for our understanding of scope, and for estimating the work effort required to address the City's requirements detailed in the Functional Requirements and Technical Requirements. Any changes to these understandings may impact the project scope, work effort, resources, timeline, or costs provided in this SOW.

17.2 Scope and Implementation

- Application Scope:
    o Release: PeopleSoft Finance/Procurement, Oracle Business Intelligence (OBI)
- Timeline:
    o Release: July 6, 2015 – June 30, 2017, plus Post Go-Live Support Jul 1, 2017 – Sept 30, 2017
- Eight (8) key departments in scope: Airport Commission, Controller's Office, Department of Public Health, Department of Public Works, Municipal Transportation Agency, Office of Contract Administration, Port of San Francisco, and Public Utilities Commission. These entities will have consistent requirements including:
    o All agencies will follow standard processes
    o All agencies will use the same security rules and permission lists per application
    o The Chart of Accounts (COA) design will leverage the existing COA and is consistent across all agencies
- The Accenture Enterprise Services for Government (AESG) platform will be used as an accelerator to deliver this project. The AESG assets would be the starting point of the System deliverables that the project team would create.
- The AESG PeopleSoft 9.2 Image 8 – PeopleTools 8.54 environment will be hosted by Accenture for four (4) months to conduct Conference Room Pilots; after which the environment will be transitioned to the City's hardware for subsequent environment builds.
- The City will provide thirty-nine (39) skilled Full-time Equivalents (FTEs) to work within the project team as depicted in the resource plan in the response. City resources will be expected to work side-by-side Accenture resources and be responsible for producing assigned deliverables.

17.3 PeopleSoft Finance/Procurement

- Modules in scope for PeopleSoft FSCM 9.2 based on the City's Functional Requirements and Technical Requirements: Accounts Payable, Billing, Accounts Receivable, Asset Management, Cash Management, Deal Management, eSettlements, Expenses, General Ledger, Project Costing, Contracts, Grants, eSupplier Connection, Strategic Sourcing, Supplier Contract Management, eProcurement, Purchasing, Inventory, Maintenance Management
- The solution is based on a fiscal year go-live.
- AESG system process flows, where delivered by AESG, will be the baseline to-be flows from a system perspective. Only minor modifications will be made.
- The City provided Functional and Technical requirements will be validated. Any changes will be considered a scope change and will go through the change order process.
- Integrated solutions for scanning are not included in this SOW.
- Document Management will leverage delivered PeopleSoft document attachment capabilities. Our solution does not include a separate Document Management System. We will use attachment capabilities within PeopleSoft to attach external system documents.
- Labor Distribution will be accomplished leveraging the delivered PeopleSoft Human Capital Management (HCM) and Financial Supply Chain Management (FSCM) integrations and

functionality utilizing HCM Payroll/ Time and Labor and FSCM General Ledger/ Project Costing. All department Labor Distribution transactions will interface into the HCM Payroll/ Time and Labor system and would then interface into the PeopleSoft FSCM system. Changes required to the City's existing PeopleSoft HCM environment or feeder environments are not included in this SOW.

- o City will perform necessary time and payroll retrofitting of interfaces into PeopleSoft Time & Labor to ensure delivered PeopleSoft integrations are utilized.
- o PeopleSoft Time and Labor will be the system of record for time and task transactions. Other department time entry systems will interface with Time and Labor.
- o PeopleSoft HCM interfaces employee data to the agency time entry systems that are not PeopleSoft Time and Labor currently.
- o The City will provide the necessary PeopleSoft HCM Time and Labor resources to confirm the labor distribution data will integrate with PeopleSoft FSCM.

- P-Cards will be loaded from the City's bank file as Accounts Payable vouchers if required. P-card reconciliation will be performed on the bank software. This reconciliation will be performed outside of the new System, and therefore credit card data would not be stored in the System. P-card accounting would be done in the new System. Administration of P-card issuance, limits, rescission, and termination will be handled outside the System.

- Payment Card Industry (PCI) and Health Insurance Portability and Accountability Act (HIPPA) related data will not be loaded into the PeopleSoft Financial System.

- The City owns any changes to external applications required to integrate to the PeopleSoft FSCM solution.

- RICEW (Reports, Integrations, Conversions, Extensions, Workflows):
  - o Includes 15,300 hours effort, split between 10,710 Accenture hours and 4,590 City hours, from Plan to Deploy, to create custom reports, extensions and workflow. These hours will be managed through the Customization Pool of Hours.
  - o Interfaces: includes a total of 57 interfaces (12 Inbound and 35 Outbound) with the following complexities: 15 Simple, 36 Medium, and 6 Complex
  - o Conversions: included a total of 16 conversions with the following complexities: 16 Medium
  - o Reports, Interfaces, Conversions, Extensions, and Workflow (RICEW) factors based on requirements from the RFP:

	Simple	Medium	Complex	Total
Reports	25	51	2	78
Interfaces	15	36	6	57
Conversions	0	16	0	16
Extensions	12	0	0	12
Workflow	3	9	3	15

  - o Total RICEW work from Plan to Deploy represents 40,000 hours of work; split between 28,000 Accenture hours and 12,000 City hours.

17.4 Business Intelligence – Oracle BI

- The City will implement Oracle's Business Intelligence (OBI). OBI includes Oracle Business Intelligence Enterprise Edition (OBIEE), Oracle Business Intelligence Application (OBIA) and Oracle Data Integrator (ODI).
- Included are 448 Accenture hours for a BI Assessment, and 4,640 Accenture hours for BI delivery. Details describing the BI Delivery will be a product of the BI Assessment.
- Data archiving is out of scope.

17.5 General Functional

- ADA (Americans with Disabilities Act) software compliance as delivered by Oracle in the PeopleSoft application satisfies the needs of the City.
- Implementation and integration to the PeopleSoft system for the following applications: Imaging / Document Management, Faxing, Barcoding, IVR, Point of Sale (POS), Single Sign-On, Time Collection Device will be the responsibility of the City if required.
- The PeopleSoft application will send confirmed payments (pay checks, vendor/supplier payments, etc.) files to the City's check print application. Check printing and distribution will be the responsibility of the City.
- Implementation and integration to PeopleSoft Portal is out of scope.

17.6 Interfaces

- The City will be responsible for coordinating development and testing of interfaces to and from third parties (e.g., the City's legacy applications, Banks)
- Accenture will test of each of the main interface types for a targeted agency (e.g. inbound voucher, inbound general ledger). The City will be responsible for testing all remaining agencies.
- The City will be responsible for the development and testing impacts to legacy systems.
- Inbound and outbound interfaces will be processed using standard templates, either to be designed during the project or using pre-built AESG. When AESG templates (e.g., inbound voucher) are available it is expected that minimal changes are made. The City will be responsible for accepting the standard outbound interfaces and creating programs to provide data to other external systems. Similarly, the City will provide inbound interface data from source systems in the prescribed format.
- Data cross-walks will be handled by external, sending or receiving, systems when required – unless those systems change their configuration to handle the PeopleSoft data.
- The total number of Interfaces has been capped at 57:

Work Item #	Interface Name/Short Description	# of Interfaces Units
Interface 1	Apnd. B - Inbound - PeopleSoft FIN - Billing - AESG: AR016 - Customer Load	1
Interface 2	Apnd. B - Inbound - PeopleSoft FIN - Billing - AESG: BI_INT_001 - Billing interface	1
Interface 3	Apnd. B - Inbound - PeopleSoft FIN - Cash Management - AESG: CM001 - Inbound Treasury Data	1
Interface 4	Apnd. B - Inbound - PeopleSoft FIN - General Ledger - AESG: GL001 - Ledger Balances and Transactions	1
Interface 5	Apnd. B - Inbound - PeopleSoft FIN - General Ledger - AESG: GL065 - Budget Journal Upload	1
Interface 6	Apnd. B - Inbound - PeopleSoft FIN - Grants - Interface	1
Interface 7	Apnd. B - Inbound - PeopleSoft FIN - Payables - AESG: AP011 - Vendor Certification Upload - DMBE	1
Interface 8	Apnd. B - Inbound - PeopleSoft FIN - Payables - AESG: AP257 - Inbound Voucher	1
Interface 9	Apnd. B - Inbound - PeopleSoft FIN - Payables - AESG: FIN001, FIN003 - Dynamic Data Upload, Data Update Utility	1
Interface 10	Apnd. B - Inbound - PeopleSoft FIN - Project Costing - AESG: FIN003 - Data Update Utility	1
Interface 11	Apnd. B - Inbound - PeopleSoft FIN - Receivables - AESG: AR009/AR_INT_002 - Inbound Accounts Receivable Payments/Cash Deposit into AR	1
Interface 12	Apnd. B - Inbound - PeopleSoft SCM - Inventory - AESG: PR021 - Purchasing Categories and Items Conversion	1
Interface 13	Apnd. B - Inbound - PeopleTools - AESG: - PSFT FSCM / HCM Web Services	10
Interface 28	Apnd. B - Outbound - PeopleSoft FIN - Asset Management - Interface	2
Interface 29	Apnd. B - Outbound - PeopleSoft FIN - General Ledger - AESG: GL102a - GL102a - COA Extract	1

Appendix A – Statement of Work

Work Item #	Interface Name/Short Description	# of Interfaces Units
Interface 30	Apnd. B - Outbound - PeopleSoft FIN - General Ledger - AESG: GL288a - GL288a - Actuals Ledger extract	1
Interface 31	Apnd. B - Outbound - PeopleSoft FIN - General Ledger - AESG: GL288b - GL288b - Budget ledger extract	1
Interface 32	Apnd. B - Outbound - PeopleSoft FIN - Grants - Interface	1
Interface 33	Apnd. B - Outbound - PeopleSoft FIN - Payables - AESG: AP933/AP904 - Data Point Extract - Auditory of Public Accounts (APA)/EDI Remittance Extract	1
Interface 34	Apnd. B - Outbound - PeopleSoft FIN - Payables - Interface	1
Interface 35	Apnd. B - Outbound - PeopleSoft FIN - Payables - AESG: RAP519 - Stale Dated Petty Cash Checks	1
Interface 36	Apnd. B - Outbound - PeopleSoft FIN - Project Costing - Interface	1
Interface 37	Apnd. B - Outbound - PeopleSoft FIN - Project Costing - Interface	1
Interface 38	Apnd. B - Outbound - PeopleSoft SCM - Purchasing - AESG: PR549 - PO/CO Extract	1
Interface 39	Apnd. B - Outbound - PeopleSoft SCM - Purchasing - Interface	1
Interface 40	Apnd. B - Outbound - PeopleSoft SCM - Purchasing - Interface	1
Interface 41	Apnd. B - Outbound - PeopleSoft PeopleTools - Interface	1
Interface 42	Apnd. B - Misc. Module Interfaces – Interface (Simple)	3
Interface 43	Apnd. B - Misc. Module Interfaces – Interface (Medium)	6
Interface 44	Apnd. B - Misc. Module Interfaces – Interface (Difficult)	5
Interface 45	Apnd. B - Outbound - PeopleSoft FIN - Payables - Interface	2
Interface 50	Att III - Inbound - PeopleSoft SCM - Inventory - Fuel	1
Interface 51	Att III - Outbound - PeopleSoft SCM - Inventory - Barcoding	1
Interface 52	Att III - Inbound - PeopleSoft SCM - Purchasing - AESG: PR481 - Inbound Purchase Orders	1
Interface 53	Apnd.B – Inbound – Cognos Budget – Interface	1

17.7 Conversions

- The City will perform legacy system data cleanup, reconciliation, and data extract required for conversion.
- Included three (3) mock conversions to test conversion programs.
- Data conversion requirements and extracts from legacy systems would be consistent across agencies.
- The City will extract legacy system data required for conversion in a pre-defined format provided by AESG and will provide a single data set per data type to be converted into the new System.
- The majority of the conversion data will be sourced from FAMIS.
- Accenture will test of each of the main conversion types for a targeted agency (e.g. vendor, general ledger). The City will be responsible for testing all remaining agencies.
- A minimal amount of active/open data will be converted into the PeopleSoft System from legacy systems, including conversion of current balances and required data for open transactions.
- The City will provide adequate resources to complete the data conversion activities in time to meet project milestones including data cleanup, data for testing, data for UAT, reconciliation and validation of data.

Appendix A – Statement of Work

- Data cleanup activities performed by the City will be completed before the beginning of Testing.
- The AESG automated conversion will not perform data cleansing or consolidation.
- The AESG Data Obfuscation tool will be used if scrambling or masking of data is required. A third party tool (i.e. Oracle Data Mask) has not been included in our price. The AESG Obfuscation configuration provides a baseline for the City to confirm and change if required.
- The total number of Conversions has been capped at 16:

Conversion Functional Area	Conversion Name/Short Description	CCSF RFP Minimum Conversion Requirements	Estimate Assumptions
Conversion 1 - ESA - Contracts	Agreement Conversion, Open Customer Contracts/Agreements		Open active customer contracts
Conversion 2 - ESA - Grants	Open/Active Grants Conversion	Open projects, grants and job orders	Open active grants
Conversion 3 - ESA - Project Costing	Project LTD Billed Amounts Conversion	Open projects, grants and job orders	Open active projects
Conversion 4 - ESA - Project Costing	Projects Conversion	Open projects, grants and job orders	Open active projects
Conversion 5 - FM - Accounts Payable	Vendor Master Records Conversion	Vendor information	Conversion includes active suppliers with activity in the last 16 months, or assigned to converted open P2P transactions
Conversion 6 - FM - Accounts Receivable	A/R Balance Conversion		Conversion includes open receivables, on-account
Conversion 7 - FM - Accounts Receivable	Customer Conversion		Conversion includes active customers with activity in the last 16 months, or assigned to converted open OTC transactions
Conversion 8 - FM - Asset Management	Fixed Assets Conversion		Open active assets
Conversion 9 - FM - General Ledger	Budget Journal Entries Conversion	Beginning balances for GL accounts / Detailed financials for one year	Current and prior year of data
Conversion 10 - FM - General Ledger	Ledger Balances and Transactions Conversion	Beginning balances for GL accounts / Detailed financials for one year	Ledger balances or journal lines for current and prior fiscal year
Conversion 11 - SCM – Inventory	Inventory Balances Conversion		
Conversion 12 - SCM – Inventory	Purchasing Categories and Items Conversion	Commodity detail	Active Items/Commodity
Conversion 13 - SRM – Purchasing	Contract Conversion	Active procurement documents	Open active purchasing contracts
Conversion 14 - SRM – Purchasing	Purchase Order Conversion	Active procurement documents	Open active purchase orders
Conversion 15 - FM - Accounts Payable	1099 Conversion	Vendor information	Convert 1099 information since 1099s are due on a Calendar Year and not a Fiscal Year. This conversion converts directly to the withholding transaction table and does not include the invoice nor payment details.
Conversion 16 - SRM – Purchasing	Bidder Conversion	Active procurement documents	Conversion includes active bidders with activity in the last 16 months planned to be used at go-live.

Notable out of scope conversions:
- Accounts Payable Voucher/Invoice/Payment: Conversion out of scope
- Cash Management: Conversions out of scope
- Billing: Conversion out of scope
- PO Requisitions: Conversion out of scope
- PO Receipts: Conversion out of scope
- Maintenance Management: Conversion out of scope
- Travel and Expenses: Conversion out of scope
- Loan: Conversion out of scope

17.8 Extensions

- The total number of Extensions has been capped at 12:

Work Item #	Extension Name/Short Description	# of Extension Units
Extension 1	Att III - GM - Mass Close Grants - AESG: FIN003 - AESG Data Update Utility	1
Extension 2	Att III - PA - Mass Close Projects - AESG: FIN003 - AESG Data Update Utility	1
Extension 7	Record/View Placeholder	10

17.9 Workflow

- The total number of Workflow has been capped at 15:

Work Item #	Workflow Name/Short Description	# of Workflow Units
Workflows 13 - FM - Accounts Payable	Voucher Approvals	1
Workflows 23 - FM - eSettlements	Invoice Header Approval	1
Workflows 25 - FM - Expenses	Cash Advance Approval Process	1
Workflows 27 - FM - Expenses	Expense Rpt Approval Process	1
Workflows 31 - FM - Expenses	Travel Auth Approval Process	1
Workflows 33 - FM - General Ledger	GL Journal Approval Process	1
Workflows 35 - FM - General Ledger	KK Journal Approval Process	1
Workflows 62 - SRM - eProcurement	Requisition	1
Workflows 63 - SRM - Purchasing	Purchase Order	1
Workflows 69 - SRM - Strategic Sourcing	Bidder Registration Approvals	1
Workflows 70 - SRM - Strategic Sourcing	Sourcing Event Approval	1
Workflows 72 - SRM - Strategic Sourcing	Supplier Registration Approval	1
Workflows 74 - SRM - Supplier Contract Management	Clause Approval	1
Workflows 75 - SRM - Supplier Contract Management	Document	1
Workflows 76	Grant Approval	1

17.10 Testing

- Parallel testing is out of scope.

- Automated functional testing is out of scope. The PeopleSoft Test Framework (as delivered by Oracle) will suffice for automated testing if required. The effort to record and execute automated testing is not included in this SOW.
- AESG provides pre-defined test conditions and scripts for the AESG available modules – it is expected to leverage these assets and formats for development of conditions and scripts for execution. Deviation from AESG including RICEW or changes from the AESG design in functionality may require development or amendment of conditions and scripts.
- Performance testing will use software either procured or leased by the City for the Project.

17.11 Technical Architecture

- The City will be responsible for the design, specification, procurement, installation, management, and maintenance of all hardware required for the project, up through the operating system, network, and firewalls. Accenture will be responsible for the design of the System environment architecture above the operating system, network, and firewalls.
- The City will own all technical architecture, infrastructure and environment support work for business intelligence stack including OBI, San Francisco OpenBook, and associated databases.
- The City will provide all infrastructure, operational, administrative, and security tools which are used by the City today to support the PeopleSoft HCM and Payroll solution. These tools will be extended to include PeopleSoft Finance and Procurement functionality. It is assumed that these tools will meet the infrastructure, operational, administrative, and security requirements of the City.
- The City will be responsible for networks, network equipment, software and tools.
- The City will be responsible for the planning, development, testing, and support of Disaster Recovery technologies and processes.
- The City will provide appropriate user access rights to Accenture team personnel to allow them to carry out their responsibilities.
- The City's batch scheduling tool will be used for batch scheduling, and the City will provide resources skilled in this tool for the integration with PeopleSoft.
- The City will provide secure identification tokens at no cost to Accenture project team members who require remote access to City's network to enable them to comply with any City security rules.
- The City's infrastructure will be accessible via remote access, on-shore and off-shore, by Accenture's resources through VPN over the internet using Citrix (or a similar tool provided by the City) based on mutually agreed upon security provisions.
- The City will provision the infrastructure required for all environments and build it up through OS and network before handing it over to the Project Team. The City will remain responsible for all infrastructure (such as network, storage, servers) maintenance and support.
- The City will provide hardware sized for development by the beginning of the development phase of the project and sized for production by the beginning of the test phase.
- The City will be responsible for installation, configuration and support of any additional OBI environments.
- The City will be responsible for the installation, configuration and support of PeopleSoft. The Accenture Tech team will assist in these activities.
- The following PeopleSoft non-production environments are included: 1. Baseline (Demo), 2. Sandbox, 3. Configuration, 4. Development, 5. Conversion, 6. System/Integration Test, 7. Acceptance Test, 8. Training Development, 9. Training, 10. Performance Test
- Non-production application environments for usage by functional team will be available according to the project schedule.
- The City's migration and version control process used for PeopleSoft HCM will be leveraged for PeopleSoft FSCM (e.g. Phire).
- PeopleSoft Integration Broker will be leveraged for Web Services.
- The City is responsible for archiving of legacy data that is not being converted.

- Data archiving is out of scope.
- The City will provide data transfer technologies (e.g. FTP).
- The City is responsible for the implementation, configuration, support, and maintenance of all database software components and tools.
- The City will be responsible to decommission legacy applications that are being replaced.
- The City will be responsible for implementing and managing any security solutions and applications outside of the core financial system.
- The City is responsible for any changes or updates to security software.

17.12 Cultural Change Management and Training

- Accenture's Change Management Workbench tool will be used to monitor readiness.
- Changes to jobs, and interactions with labor unions will be handled by the City.
- Assume any System informational project website design, build and maintenance is the responsibility of the City (includes content).
- Communication content, materials, and dissemination will be handled by the City.
- The project will adopt a train-the-trainer approach for end-user training. Accenture will train the City's trainers, and the City's trainers will train the end-users without direct involvement from Accenture.
- Accenture, partnering with Maverick Solutions, will provide training on PeopleSoft FSCM 9.2 at the onset of the project to the City's project team. The table below provides the proposed training curriculum. The City may exchange courses for like courses to provide the needed training for the Project Team, but must stay within the total of the course duration days.

Process Area	Course ID	Course Name	Course Duration (Days)
Finance	PSF642	General Ledger	4
	PSF643	Treasury	3
	PSF645	Accounts Payable	3
	PSF646/PSF647	Accounts Receivables/Billing Accelerated	5
	PSF648	Expenses	3
	PSF649/PSF650	Grants/Project Costing Accelerated	5
	PSF651	Contracts	3
	PSF653	eSettlements	2
	PSF654	Asset Management	4
	PSF655	Query for Financials	2
Supply Chain	PSF662	Inventory	3
	PSF663	Purchasing	3
	PSF664	eProcurement	3
	PSF665	Strategic Sourcing	3
	PSF667	Supplier Contract Management	3
	PSF668	eSupplier	1
	PSF675	Maintenance Management	3

- Accenture will use its Knowledge Transfer approach to assist the City's project team members with filling knowledge gaps where needed.
- Oracle User Productivity Kit (UPK) and all necessary licenses will be purchased by the City and leveraged as the basis for training material development.
- Web-based training (WBT) and training simulations will be developed using the City's provided tools and licenses.

Appendix A – Statement of Work

- The training approach will be blended, consisting of web-based training (WBT), instructor led training (power point based), training exercises, simulations (UPKs), and job-aids. The courses will consist of a blend of modules that cover overview concepts and detailed subject training.
- The City will determine the number of participants and classes needed for training execution.
- The City will be responsible for the following:
    o Provide all training rooms and equipment necessary to run training (e.g. PCs, projectors)
    o Printing/publication and distribution of all training materials
    o Scheduling participants to training sessions and securing training rooms
    o Logistics including registration, identification of trainers and identification and setup of training delivery facilities (e.g., Set-up and manage the City's Learning Management System)

17.13 City Staffing

The City will provide 39 skilled Full-time Equivalents (FTEs) to work within the project team as depicted in the resource plan in the response. City resources will be expected to work side-by-side with Accenture resources and be responsible for producing assigned deliverables. Based on this staffing level, City resources will accomplish 50% of the work.

Exhibit 1 - Project Org Chart

Engagement Manager
Paul Lavery

Steering Committee
TBD

Project Director
Chris Hetzel

Project Director
Mike Dearman

Architect/Advisors
Glenn Rogers – Quality Assurance
Bill Kilmartin – BPA Lead
Pari Sabety – Organizational Change

Deputy Project Director
Jeff Haisley

Finance & Admin
Lily Conover
Steve Lee
Demetrice McCardell

Functional Mgr
Amanda Swim

Functional Mgr
Alan Pavkovic

BI Reporting
Ben Gettinger

BI Reporting
Jeff Pera

Tech Lead
Derek Miller

Tech Lead
TBD

Change & Training Lead
Ana Luisa Aldana

Change & Training Lead
TBD

GL/AM
Stan Witkowski

GL/AM
Mabel Lew

Project/Grants/AM
Torrey Beatty

Project/Grants/AM
TBD

PO/Contracts/Vendor
Hashawn Epps

PO/Contracts/Vendor
Patrick Rice

AP/Cash/Purchase/Inventory
TBD

AP/Cash/Equipment/Inventory
TBD

BI Architect
Jonathan Talwar

BI Lead
TBD

Infrastructure Lead
Joseph Agabin

Infrastructure Lead
TBD

Dev Lead
Henry Wang

Dev Lead
TBD

Change Mgmt
TBD

Change Mgmt
TBD

GL/KK
TBD

GL/KK
TBD

Proj, Cont, Grants
Anta Johnson

Proj, Cont, Grants
TBD

Purchasing
Alfredo Pasillas

Purchasing
TBD

Accounts Payable
TBD

Accounts Payable
TBD

BI Developers
TBD

BI Team
TBD

Infrastructure
TBD

Developers
TBD

Developers
TBD

Training
TBD

Training
TBD

Asset Mgt
TBD

Asset Mgt
TBD

Proj, Cont, Grants
TBD

Proj, Cont, Grants
TBD

Purchasing
TBD

Services
TBD

Cash Management
TBD

Cash Management
TBD

Functional Support
TBD

AR/Billing
Rachel Flanagan

AR/Billing
TBD

Purchasing
TBD

Construction
TBD

Inventory
TBD

Functional Support
TBD

AR/Billing
TBD

Purchasing
TBD

Purchasing
TBD

Legend
= Accenture
= City

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Exhibit 2 - Projected Staffing Chart

Staffing Load																										
PMO	1.4	1.7	2.7	2.9	4.1	3.6	3.8	3.6	4.0	4.1	4.5	3.5	3.7	3.4	3.4	3.6	3.4	3.4	3.6	3.4	3.4	2.5	2.3	2.5		
BPA	1.3	2.9	2.9	1.9																						
Process Configuration & Testing					2.0	7.0	10.0	11.0	12.0	13.0	15.0	17.0	18.0	18.0	18.0	18.0	18.0	18.0	17.0	13.0	13.0	12.0	11.0	11.0		
Development & Conversion					1.0	2.0	3.0	3.0	3.0	2.0	3.0	8.0	8.0	8.0	8.0	8.0	7.0	6.0	6.0	6.0	5.0	4.0	3.0	3.0		
Business Intelligence							1.0	1.0	1.0				1.5	2.0	3.8	5.0	5.0	5.0	4.0	3.0						
Change Management					0.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.0	1.0	1.0				
Training					0.5	0.5	0.5	0.5	0.5	1.5	2.5	3.5	5.5	5.5	5.5	5.5	5.5	3.5	3.5	1.0	1.0	1.0				
Technical Architecture					1.1	1.1	2.1	3.0	4.0	4.0	4.0	4.0	4.0	4.0	3.0	3.0	4.2	5.2	5.2	5.2	3.0	3.0	2.0	2.0		
PGES																									9.4	7.4	6.8
Accenture Total																										

Total FTEs																											
Accenture	2.6	4.6	5.6	4.7	8.2	13.7	19.9	23.6	26.0	26.1	28.5	35.5	37.7	39.9	41.4	43.3	44.6	44.6	43.7	36.5	32.4	23.5	20.3	20.5	9.4	7.4	6.8
City and County of San Francisco (Estimated) FTEs	26.0	26.0	26.0	35.0	35.0	35.0	39.0	39.0	39.0	39.0	39.0	39.0	39.0	39.0	39.0	39.0	39.0	39.0	39.0	39.0	39.0	39.0	39.0	39.0	39.0	39.0	39.0
Total FTE																											

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Appendix A – Statement of Work

Exhibit 3 - Implementation Hourly Rates

Staff Position	Hourly Rate for Implementation
Project Manager / Project Director	$365
BPA Team	$365
Functional Manager	$345
Functional Module Lead	$295
Functional Module Lead (Offshore to Onshore)	$215
Functional/Technical Analyst	$195
Functional/Technical Analyst (Offshore)	$40
Change Management/Training Manager	$345
Change/Training Team Lead	$295
Change/Training Analyst	$235
Change/Training Specialist	$195
Training Developer (Offshore)	$65
Business Intelligence Manager	$345
Business Intelligence Architect	$215
Technical Manager	$345
Technical Architect Lead	$295
Development/Conversion Team Lead	$295
Developer (Offshore)	$40

Exhibit 4 - Change Request Template

Sample

CHANGE REQUEST No. CRXXX – (TITLE)

GENERAL INFORMATION
Date Requested: (Date)
Requested by: (City project resource making the request)
Assigned to: (project team member who completed the change request form)
Priority: (priority number – description, e.g. 1 – Urgent and Major Impact, 2 – Urgent and Minor Impact, 3 – Not Urgent and Major Impact, 4 – Not Urgent and Minor Impact)

BACKGROUND
(Describe the current situation and the problem.)

FULL WORK DESCRIPTION
(Describe detailed solution, reason for the change, implications of not making the change, assumptions, and list business requirements.)

DELIVERABLES
Below is a list of deliverables identified by the City that requires development or revision by the Contractor due to this work authorization. The parties understand and agree that additional deliverables requiring development or revision may be identified at a later date.

The Contractor shall exercise a good-faith effort to identify and list in this work authorization deliverables that require development or are impacted by this work authorization.

The Contractor shall develop or revise, as applicable, each identified deliverable in accordance with the Agreement. The Contractor shall complete the development or revision within a timeframe to be mutually agreed upon by the parties.

New Deliverables (City defined)

EXAMPLES:

- Work Authorization Design Specification (WADS)

- Work Plan

- Test scenarios and test results

Deliverable Revisions

Deliverable Title	Approved Deliverable Acceptance Criteria (DAC)	Deliverable Update (ready for distribution prior to work authorization implementation)
1.		
2.		
3.		

REFERENCES

- (Contract sections, other work authorizations, request for proposal, etc.)

SCHEDULE DATES

Appendix A – Statement of Work

Estimated Start Date	Estimated Completion Date *

* Completion date is defined as the date the Contractor implements change(s) into the production environment. The completion date does not imply acceptance criterion is met or the work authorization is approved for payment.

WORK AUTHORIZATION PROPOSED WORK PLAN

City's Proposed Work Plan Schedule	
Milestone	**Estimated Completion Date ***
Initiation Deliverable	
Work Authorization Execution (requirements review/approval)	
Deliver Work Plan	
Implementation Deliverables	

* Estimated completion dates are determined by the City in coordination with the Contractor; however, the actual dates will reside in the mutually agreed upon Work Plan to be provided five(5) business days from the date of work authorization approval to commence work.

PRICING

Staff Assigned	Staff Position	Materials	Labor Hours	Hourly Labor Rate	COST
1.					
2.					
3.					

CONTRACTOR TASK AND RESPONSIBILITIES
1. (to be completed by the Contractor)
2. (to be completed by the Contractor)

COMPLETION CRITERIA
1. (to be completed by the City)
2. (to be completed by the City)

CITY RESPONSIBILITIES
1. Participate in and oversee the Contractor tasks and responsibilities.
2. (to be completed by the City)
3. This work authorization will be performed in accordance with the applicable provisions of the Agreement.

Appendix A – Statement of Work

<u>APPROVALS</u>

CITY AND COUNTY OF SAN FRANCISCO   **CONTRACTOR**

_____   _____
PROJECT DIRECTOR NAME   PROJECT DIRECTOR NAME
City Project Director   Accenture Project Director

_____   _____
Date   Date

Exhibit 5 - Deliverable Acceptance Criteria Document (DAC)

Sample

Deliverable #XX – <Description>

Revision History

Person	Date	Version	Description of Change
<name>	<mm/dd/yyyy>	1	Initial Draft

1. Deliverable Description from SOW
<Deliverable Description>
2. Level of Detail of the Deliverable
<High/Medium/Low>
3. Deliverable Format
<Word Document/Excel/Powerpoint>
4. Deliverable Acceptance Criteria
The City will evaluate the following criteria for Deliverable acceptance:

Criterion	City Check-off (to be used during review)
Does the Deliverable address the contents described in this DAC?	☐ Yes ☐ No ☐N/A
Is the Deliverable written to the level of detail and quality as described in this DAC?	☐ Yes ☐ No ☐N/A
Does the Deliverable contain a revision history, table of contents, executive summary, and introduction?	☐ Yes ☐ No ☐N/A
Is the Deliverable consistent in style and quality?	☐ Yes ☐ No ☐N/A

5. Approach to Deliverable Development

5.1 Content

Specific Component of Deliverable	Clarifying Description of Component

Appendix A – Statement of Work

Specific Component of Deliverable	*Clarifying Description of Component*

5.2 Process (Collaboration needs if necessary)

City and Accenture resources will work together to create this deliverable.

5.3 Input Deliverables

5.3 Outputs to Deliverables

5.4 Deliverable Updates (if applicable)

5.5 Resources Needed

City and Accenture resources will work together to create these deliverables.

6. Interdependence with other Deliverables and Schedule

This Deliverable should be completed during the .<XX> phase.

7. Assumptions and Open Items

None

8. Critical Success Factors

None

9. Review Committee

The following City project resources will review this Deliverable:

10. DAC Approvals

This DAC was completed according to the requirements of the Agreement

_____   _____   _____
Submitted by (Contractor signature)   Position title   Date

_____   _____   _____
Approved by (City signature)   Position title   Date

Appendix D

ASSET LICENSE AGREEMENT (Accenture Enterprise Services for Government)

This **ASSET LICENSE AGREEMENT** ("Agreement") is made and entered into as of INSERT DATE, ("Effective Date") by and between **Local Accenture Entity**, with offices at Enter Local Address ("Accenture") and **CLIENT**, with offices at Enter Client Address ("Licensee").

Party Contact Information

Licensee   **Accenture**

Contact Name: _____   Contact Name: _____

Contact Address: _____   Contact Address: _____

Telephone Number: _____   Telephone Number: _____

Fax Number: _____   Fax Number: _____

Contact E-Mail: _____   Contact E-Mail: _____

In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. LICENSES

1.1 Certain Definitions. As used herein,

Asset means the materials licensed hereunder, which consist of the Source Code, Configurations, any Configuration Scripts, the Process Models, and the Documentation as detailed in Annex 1.

Source Code means a text listing of commands to be compiled or assembled into an executable computer program.

Configurations means the templates that show how to implement the applicable Third Party Dependent Software

Configuration Scripts mean any configuration scripts designed by Accenture to enable implementation of the applicable Third Party Dependent Software.

Documentation means business process definitions, conference room pilot scenarios, requirements, designs, test scripts, test conditions, expected test results, and training materials applicable to the Asset.

Improvements mean any adaptation, translation or derivative work of the Asset other than Licensee-Specific Customizations.

Licensee-Specific Customizations mean any customizations to an element of the Asset that are made in order to adapt the Asset to the Licensee's environment and that cannot by their nature be used by others, and are made exclusively for the Licensee under a separate services agreement with Accenture.

Process Models mean the processes, sub-processes and activities that the Licensee would perform to do a particular function (e.g. general ledger).

Third Party Dependent Software means the third party software identified in the applicable Schedule hereto.

1.2 License Grants. Subject to payment in full of the License Fee as set forth in the applicable Schedule and compliance with the terms of this Agreement, Accenture hereby grants to Licensee the following licenses ("Licenses"). The Licenses granted hereunder are limited. All rights not expressly granted to Licensee in this Agreement and the applicable Schedule are reserved to Accenture.

1.2.1 Asset. Accenture hereby grants Licensee a limited, non-transferable, non-exclusive license to access, install and use the Asset provided by Accenture solely for Licensee's internal business purposes and in accordance with the terms of this Agreement. Except as otherwise expressly set forth in this Section 1.2, this grant does not include the rights to reproduce or distribute or make Improvements; any Improvements shall become part of the Asset and shall remain the exclusive property of Accenture. Source code, if provided, may be used solely for Asset maintenance and support purposes and in no event may it be used for development purposes beyond the scope of the limited license granted herein. The Asset excludes any Third Party Dependent Software as identified in the applicable Schedule. Licensee will be responsible for acquiring its own license to all Third Party Dependent Software prior to the applicable License Effective Date identified in the applicable Schedule. For avoidance of doubt, when Source Code is provided under this agreement, no additional Escrow arrangements are necessary.

1.2.2 Licensee-Specific Customizations. Except as may otherwise be provided in an applicable services agreement with Accenture, Licensee shall own any Licensee-Specific Customizations.

1.3 Back-up Copies. Licensee may make a reasonable number of non-production copies of the Asset solely for testing, backup and archival purposes. Such copies must retain all copyright and proprietary notices and legends contained in and on the original copy and are subject to all the terms and conditions in this Agreement.

1.4 Accenture Audit Rights. Accenture reserves the right, upon reasonable prior notice to Licensee and during normal business hours, to audit usage of the Asset for the purpose of verifying Licensee's compliance with the terms of this Agreement. Licensee shall audit its use of the Asset on an annual basis and shall certify to Accenture that its use of the Asset is in compliance with the obligations set forth in this Agreement and the applicable Schedule. In addition, Licensee shall also annually certify the then-current and attested amount specific to the form of calculation identified in the applicable Schedule.

1.5 Export Restrictions. Notwithstanding any other provision of this Agreement each party shall retain responsibility for its compliance with all applicable export control laws and economic sanctions programs relating to its respective business, facilities, and the provision of services to third parties.

1.6 U.S. Government Use. The Software licensed under this Agreement is "commercial computer software" as that term is defined in 48 CFR 2.101. All US Government end users acquire the Software with only those rights set forth in this Agreement, in accordance with 48 CFR 12.212(b) and/ or 48 CFR 227.7202-1(a) and 48 CFR 227.7202-4, as applicable.

2. TERM

The term of the License granted hereunder in Section 1.2.1 for use of the Asset is as specified in the applicable Schedule ("Term").

3. LICENSE FEE AND TAXES

3.1 License Fee. In consideration of the License granted for the Term, Licensee shall pay Accenture a License Fee (exclusive of all taxes, tariffs, duties or similar charges) in the amount and manner specified in the applicable Schedule. In the event Licensee fails to pay any amount not the subject of a good faith dispute when due, Licensee agrees to pay interest on the unpaid amount (inclusive of taxes and/or duties) at a rate of one and a half percent (1½%) or the highest rate allowed by applicable law, whichever is less, for each month that payment is overdue.

3.2 Taxes and Other Charges. Licensee agrees to pay in addition to the license fees all duties, tariffs, and taxes including, but not limited to, sales, use, excise, value-added, goods and services, consumption, entity level withholding, business and other similar taxes and charges, except taxes based on Accenture's own income or property. Licensee will reimburse Accenture for any deficiency relating to taxes and other charges that are the Licensee's responsibility under this Agreement. In a timely manner, each party shall provide and make available to the other party any direct pay permits, resale exemption certificates, multiple points of use certificates, treaty certification, withholding tax certificates and other information reasonably requested by the other party. All Software or Services will be electronically delivered to Client under this Agreement.

4. DELIVERY AND INSTALLATION

4.1 Delivery. To be determined in the applicable service agreement.

4.2 Upgrades or Enhancements. Any enhancements or Software upgrades provided by Accenture as its sole discretion during the maintenance period contracted in accordance with Schedule 2, such enhancements and Software upgrades are provided and shall be deemed a part of the Asset hereunder.

5. PROPRIETARY PROTECTION AND RESTRICTIONS.

5.1 Ownership. Accenture (and/or Accenture's licensors as applicable) shall have sole and exclusive ownership and all rights, title and interest in and to the Asset and all derivative works, modifications and enhancements thereof (including ownership of all trade secrets, patents, copyrights and any other intellectual property rights pertaining thereto), subject only to the license rights expressly granted pursuant to this Agreement. Licensee hereby assigns to Accenture all rights and title to any adaptations, additions, collective works, compilations, derivative works, enhancements, modifications and translations of the Asset, regardless of when, or by whom created, and shall execute whatever documents are required by Accenture to affect such result. Licensee shall keep the Asset free and clear of all claims, liens, and encumbrances. To the extent Licensee creates any derivative works of the Asset at any time, and to the extent Accenture does not retain all rights to such derivative works, Licensee hereby assigns all rights in such derivative works to Accenture. In consideration of such assignment, Accenture shall grant Licensee a nontransferable, nonexclusive, limited license to use and copy such derivative works of the Asset in accordance with the license terms and restrictions set forth in this Agreement and the applicable Schedule. Notwithstanding the foregoing, Licensee shall own any Licensee-Specific Customizations, subject to the license granted to Accenture in Section 1.2.2

5.2 Restrictions. Licensee may not use, copy, modify, or distribute the Asset (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by this Agreement. Licensee may not (and shall not permit others to) reverse assemble, reverse engineer, reverse compile, or otherwise translate the Asset in any manner except to the extent that applicable law specifically prohibits such restrictions. Licensee's rights herein may not be transferred, leased, encumbered, or assigned. The License granted herein permits Licensee to use the Asset solely for its own benefit and its own internal business operations. No hosted work, multiple-user license, multi-party access arrangement, aggregation, or similar purpose for the benefit of a third party is authorized by the License granted herein.

5.3 Confidentiality. Each party acknowledges that in the course of this business relationship it may have access to information which is proprietary, secret, private, and confidential ("Confidential Information") and which belongs to the other party. Without limitation, the Asset and the terms of this Agreement are Confidential Information of Accenture. Each party agrees not to disclose any Confidential Information of the other received as a result of this Agreement to any third party without the written consent of the other party provided, however, each party may permit access to Confidential Information to employees and agents who have a need to know such information of that party and who have agreed to keep such information confidential under confidentiality obligations consistent with this Agreement. Confidential Information does not include any information which: (a) is or becomes generally available to the public through no disclosure in breach of this Agreement; (b) is wholly and independently developed by the receiving party without the use of the disclosing party's Confidential Information; (c) becomes available to the receiving party from a source not a party to this Agreement, provided that such source is not violating any contractual or legal obligation; (d) was known on a lawful, non-confidential basis by the receiving party prior to disclosure; or (e) is required, based upon the reasonable advice of counsel, to be disclosed by any applicable law, regulation or competent judicial, governmental, or other authority. If the receiving party becomes legally required to disclose any Confidential Information, the receiving party shall, to the extent practicable, provide the disclosing party with prompt written notice of such requirement so that the disclosing party may seek a protective order or other appropriate remedy and/or waive compliance with respect to that disclosure. Each party will exercise commercially reasonable efforts not to disclose any personal data to the other party and to restrict the other party's access to its personal data, but if a party is given access to the other party's personal data, the receiving party will protect such personal data using a reasonable standard of care.

5.4 Access by Contractors. Licensee may only disclose the Asset to third parties performing services for Licensee and with a need to know, provided the third parties sign a nondisclosure agreement with Accenture prior to their use or access. Any use or access by such third parties shall be solely for the purpose of

conducting, or assisting Licensee with the conduct of, its internal business operations. Licensee shall be jointly and severally liable with any such third party contractors for any loss, misuse, or misappropriation of Accenture's Confidential Information. Any such loss, misuse, or misappropriation shall be deemed a material breach of this Agreement and shall be just cause for termination of this Agreement and any License(s) granted hereunder. Under no circumstances may Licensee disclose Accenture Confidential Information to any entity that might be a Competitor of Accenture.

6. DISCLAIMER

THE ASSET IS PROVIDED "AS IS". ACCENTURE MAKES NO WARRANTIES OF ANY KIND AND EXPRESSLY DISCLAIMS ANY WARRANTY, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE ASSET AND/OR SERVICE QUALITY INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT OF THIRD PARTY RIGHTS, AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. NO WARRANTY IS MADE THAT USE OF THE ASSET WILL BE UNINTERRUPTED OR THAT ANY ERRORS OR DEFECTS IN THE ASSET WILL BE CORRECTED, OR THAT THE ASSET'S FUNCTIONALITY WILL MEET LICENSEE'S REQUIREMENTS. LICENSEE ACCEPTS RESPONSIBIILTY FOR THE SELECTION OF THE ASSET TO ACHIEVE ITS INTENDED RESULTS.

Warranty for the solution/service, which the Asset is part of, will be addressed in the applicable service agreement.

7. LIMITATION OF LIABILITY

7.1 Limitation of Liability. ACCENTURE'S LIABILITY TO LICENSEE UNDER EACH SPECIFIC SCHEDULE ATTACHED TO THIS AGREEMENT SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE LICENSE FEE PAID BY LICENSEE FOR THE THEN CURRENT TERM (OR RENEWAL TERM, AS THE CASE MAY BE) FOR THAT SPECIFIC SCHEDULE.

7.2 Disclaimer of Consequential Damages. IN NO EVENT WILL ACCENTURE BE LIABLE TO LICENSEE (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) FOR ANY LOSS OF PRODUCTION, LOSS OF OR CORRUPTION OF DATA, LOSS OF PROFITS OR OF CONTRACTS, LOSS OF BUSINESS OR OF REVENUES, LOSS OF OPERATION TIME, WASTED MANAGEMENT TIME, LOSS OF GOODWILL OR REPUTATION, IN EACH CASE WHETHER CAUSED DIRECTLY OR INDIRECTLY, OR TO GIVE AN ACCOUNT OF PROFITS TO LICENSEE, OR FOR ANY INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS, DAMAGE, COST OR EXPENSE WHATSOEVER AND WHETHER OR NOT ACCENTURE HAS BEEN ADVISED OF THEIR POSSIBILITY

7.3 Time Limit. No action, regardless of form, arising out of this Agreement may be brought by either party more than one (1) year after that party knew or should have known of the event which gave rise to the cause of action.

8. TERMINATION

8.1 Termination for Breach. Either party may terminate this Agreement and the License hereunder if the other party breaches a material provision of this Agreement and fails to correct the breach within thirty (30) days following written notice of the breach provided, however, that the License shall remain in force post-termination of the Agreement as long as Licensee continues to comply with the License grant and use restrictions set forth herein.

8.2 Effect of Termination. Notwithstanding the forgoing, if the termination is by Accenture based on a material breach by Licensee then, in addition to any other remedies available to Accenture, Licensee shall have three (3) months to cease using and return or destroy the Licensed Materials and any Confidential Information disclosed hereunder and, after said three months, the License is rescinded.

9. GENERAL

9.1 Modification of the Agreement. The terms of this Agreement may only be modified by a written agreement duly signed by both parties hereto. Variance from the terms and conditions of this Agreement in any Licensee purchase order or other written notification will be of no effect.

9.2 Assignment. This Agreement may not be assigned or transferred by Licensee, including by operation of law, without the prior written consent of Accenture.

9.3 Compliance with Laws. Licensee shall be solely responsible for its use of the Asset including ensuring that such use complies with all laws applicable to it in the operation of its business activities, including, without limitation, data protection and privacy laws. Licensee understands that the Asset are not designed to achieve or contribute to Licensee's compliance with these or other laws or regulations of any jurisdiction, including the Territory.

9.4 Dispute Resolution. The parties agree that in the event of a dispute or alleged breach of this Agreement, prior to resorting to litigation, they will work together in good faith to promptly resolve the matter by escalating it to higher levels of management as needed. This provision shall not apply to disputes involving confidentiality or infringement by either party of the other's intellectual property rights.

9.5 Force Majeure. Except for payment obligations, each party shall be excused from failure to perform its obligations under this Agreement if such failure results from causes beyond its reasonable control including without limitation, Acts of God, civil unrest, riots, war, boycott, economic sanctions or other "force majeure" events.

9.6 Survival. The provisions of Sections 1, 2, 3, 5, 6, 7, 8 and 9 and any other provisions which by their nature are intended to survive termination shall survive any termination or expiration of this Agreement.

9.7 Governing Law. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of *the State of Illinois* without giving effect to its conflict of law rules. The applicability of the UN Convention on Contracts for the International Sale of Goods, including any domestic law that implements such UN Convention in the Territory, is hereby excluded.

9.8 Notices. All notices under this Agreement are to be delivered in writing: (a) in person; (b) by registered mail, postage prepaid; or (c) a nationally recognized courier service to the recipient and address noted in the applicable Schedule. Notice shall be deemed sufficient upon receipt, when delivered personally or by courier or overnight delivery service.

9.9 Severability; Waiver. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the balance of the Agreement shall be enforceable in accordance with its terms. No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights or of any other rights hereunder.

9.10 Relationship of the Parties. Nothing in this Agreement is to be construed as creating an agency, partnership, or joint venture relationship between the parties hereto.

9.11 Costs. If any action at law or in equity (including arbitration) is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

9.12 Entire Agreement. This Agreement, including all Schedules hereto (which form part of this Agreement) constitute the entire agreement between the parties pertaining to the subject matter hereof and merges all prior agreements and discussions of the parties with regard to the transactions contemplated herein. Licensee acknowledges that it is entering into this Agreement solely on the basis of the agreements and representations contained herein, and for its own purposes and not for the benefit of any third party. This Agreement and the applicable Schedule(s) may be executed by facsimile and in any number of counterparts, each of which will be considered an original for all purposes, and all of which when taken together will constitute a single agreement. Terms and conditions in Schedules that conflict with, or are in addition to, the main Agreement shall control but with respect to that Schedule only.

9.13 Precedence. In case of a conflict between the terms of any Schedule, attachment, addendum, or amendment to this Agreement and the Agreement itself, the Schedule, attachment, addendum or amendment shall control with respect only to that Schedule, attachment, addendum, or amendment and to the subject matter thereof.

Acknowledged and Agreed:

ACCENTURE	**LICENSEE**
Local Accenture Entity	Client Legal Entity Name

By: _____   By: _____

Name: _____   Name: _____
     (typed or printed)   (typed or printed)

Title: _____   Title: _____

Date: _____   Date: _____

Appendix D

Schedule 1
Description of Asset and License Terms

License Effective Date: ▓▓▓▓▓▓▓▓▓▓▓
Schedule Effective Date: ▓▓▓▓▓▓▓▓▓▓

Asset means the materials licensed hereunder, which consist of the Source Code, Configurations, any Configuration Scripts, the Process Models, and the Documentation as detailed in Annex 1.

Source Code means a text listing of commands to be compiled or assembled into an executable computer program.

Configurations means the templates that show how to implement the applicable Third Party Dependent Software

Configuration Scripts mean any configuration scripts designed by Accenture to enable implementation of the applicable Third Party Dependent Software.

Documentation means business process definitions, conference room pilot scenarios, requirements, designs, test scripts, test conditions, expected test results, and training materials applicable to the Asset. .

Process Models mean the processes, sub-processes and activities that the Licensee would perform to do a particular function (e.g. general ledger).

Third Party Dependent Software means the third party software identified below.

"Term": The Term of the License granted hereunder is perpetual and shall commence on the Effective Date.

"License Fee": The license fee for the Asset for the Term as provided in this Schedule is *note currency and amount*. No additional maintenance services fees are attributable. The License Fee shall be payable in its entirety no later than thirty (30) calendar days after the Schedule Effective Date.

Restrictions:

[Sample restrictions]

    Number of Copies/Instances: ▓▓▓▓▓▓▓▓▓▓▓▓

    Authorized Users: *Licensee personnel authorized to use the Asset*

    Location: *local address where Asset will be delivered/ used – see Section 4.1 for context*

    "Territory": *Typically, this will be the country where Asset will be installed/used*

    "Designated Equipment": *equipment on which the Asset will be installed – see Section 6.1 for context*

    Field of Use: *Typically, this will be a function or department*

Addresses For Notices:

    Notice to **Accenture** shall be sent to: *note name and address of Accenture individual designated to receive notices*

    Notice to **Licensee** shall be sent to: *note name and address of Licensee individual designated to receive notices*

"Third Party Dependent Software":

The Asset may be delivered with, or require Third Party Dependent Software, which is not a part of the Asset (or derivative works thereof). or part of Accenture's confidential information and is not licensed, provided or otherwise made available to Licensee by Accenture under the terms of this Agreement and the applicable Schedule. ANY SUCH SOFTWARE SHALL BE SUBJECT TO THE TERMS OF A SEPARATE AGREEMENT (A COPY OF WHICH MAY BE PROVIDED TO LICENSEE BY ACCENTURE) BETWEEN THE LICENSEE AND THE APPLICABLE THIRD PARTY SOFTWARE. PROVIDER OR DISTRIBUTOR, AND NOT BETWEEN LICENSEE AND ACCENTURE.

Third Party Dependent Software Component List *(NOTE: Delete if unnecessary)*
TPDS Component 1
TPDS Component 2
Or attach list

Acknowledged and Agreed:

ACCENTURE	LICENSEE
Local Accenture Entity	Client Legal Entity Name

By: _____   By: _____

Name: _____   Name: _____
      (typed or printed)   (typed or printed)

Title: _____   Title: _____

Date: _____   Date: _____

Appendix D

ANNEX 1

[ENTER DETAILED ASSET LICENSED MATERIALS]

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SECTION 1. SCOPE OF AGREEMENT AND DEFINITIONS.

1.1 Definitions.

For purposes of this Schedule, the following terms shall have the following meanings:

"Documentation" means the then current user manuals, reference manuals, operating guides, release notes and design notes associated with the Licensed Software and any applicable Enhancements.

"Enhancements" shall mean Version Releases, Revision Releases, and Maintenance Releases as defined in this Section 1.1 that Client is eligible to receive according to this Schedule which Accenture at its sole discretion provides.

"Licensed Software" means the version of the Asset covered by this Agreement along with any Enhancements. For clarity any open source or 3rd party material incorporated into software will not be considered Licensed Software, and may be subject to their own applicable licensing and support terms.

"Maintenance Services" means those maintenance services to be provided remotely by Accenture regarding the Licensed Software, which services are more fully defined in Sections 3 and 4, below.

"Version" shall mean the version level used when new features are added to the product. Minor Versions are identified by the numbers following the first decimal and before the second decimal, if any, in the version number.

"Revision Release" means changes and code revisions to the Licensed Software that provide minor operational enhancements that do not change the overall utility, functionality, capability or application of the Licensed Software and that are made commercially available by Accenture to existing Maintenance Services clients.

"Maintenance Services" means the collective reference to Maintenance Services.

"Supported Version" shall mean any Version of the Licensed Software which is within twenty-four (24) months of the date the general availability/production release of the next new Version that is made generally available to licensees receiving Maintenance Services (including, without limitation, Client) together with written notice to Client that Version is available to Client. Beta releases of any Version shall not be considered a Supported Version of the Licensed Software, whether or not such Version was made generally available to licensees.

1.2 Scope of Services: This Agreement is applicable only to Maintenance Services related to the unmodified code of the Licensed Software (including any valid Enhancements). Accenture will have no obligation to provide Maintenance Services for any modification to the Licensed Software that is not created and made available to Client as an Enhancement. The specifications for the Licensed Software (the **"Specifications"**) shall be identified in the applicable Schedule 1 or in the Documentation associated with any Enhancement, as applicable. The decision as to whether, when, how and at what cost to develop any release will be matters entirely within Accenture's sole and absolute discretion.

1.3 Accenture Affiliates and Subcontractors. It is agreed by the parties that Maintenance Services may be provided by Accenture, an Accenture affiliate, or a subcontractor employed by Accenture. However, Accenture will be responsible for the performance of such subcontractors or affiliates.

SECTION 2. RESERVED

SECTION 3. MAINTENANCE SERVICES.

3.1   Enhancements.

3.1.1 Availability of Enhancements. Accenture will make Enhancements available to Client as they are generally released through Revision Releases, Versions releases.

3.1.2 Release of Enhancements. If Client elects to obtain an Enhancement and its related Documentation for which it is eligible, Accenture shall make it available to Client via web download, FTP, or related electronic transmission.

3.1.3 Fees for Enhancements. Client shall not be charged any development or licensing fee or charge, nor shall it be charged a separate Maintenance Services fee for any generally released Enhancement which Client is eligible to receive.

SECTION 4. MAINTENANCE SERVICES GENERALLY.

4.1   Implementation of Enhancements. Client shall be responsible for installing and configuring any Enhancements or other software provided to Client pursuant to this Agreement. It is further understood and agreed by the parties that Client shall have the sole responsibility for the development of interfaces between the Licensed Software and any and all other software used by Client, regardless of who licenses the other software.

IF ANY OPEN SOURCE OR THIRD PARTY SOFTWARE IS MADE AVAILABLE TO CLIENT PURSUANT TO THIS AGREEMENT: I) SUCH SOFTWARE WILL BE MADE AVAILABLE IN AN "AS IS" CONDITION AND WITHOUT EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, AND II) CLIENT SHALL COMPLY WITH THE OBLIGATIONS OF THE APPLICABLE OPEN SOURCE OR THIRD PARTY LICENSE AGREEMENT.

4.2   License Software Versions. Nothing in this Agreement shall be deemed to obligate Accenture to provide Maintenance Services for the Licensed Software other than a Supported Version of the Licensed Software. Accenture will not be required to provide Maintenance Services if Accenture makes available a Maintenance Release that resolves an Error, but Client does not install it.

4.3 Limitations and Exclusions to Maintenance Services. The Maintenance Services do not include any of the following services:

    4.3.1   on-site support;

    4.3.2   Support services;

    4.3.3   the creation or support of customizations to the Licensed Software; or

    4.3.4   Errors and/or other issues in the Licensed Software caused by:

        i.   misuse or improper use, alteration or damage of the Licensed Software by Client or persons not authorized by Accenture with specific reference to this Agreement;

        ii.   Modifications to the Licensed Software (including without limitation any modifications to the base code) not created by Accenture;

        iii.   failure to maintain the necessary networking, hardware, software, and/or environmental conditions for use of the Licensed Software;

        iv.   failure of the Client to maintain standard operational procedures including regular back-ups of its data, and Errors made more difficult by such failure;

        v.   use of the Licensed Software in combination with any equipment or software not provided by or approved by Accenture with specific reference to this Agreement, or any fault with such equipment or software;

        vi.   relocation or installation of the Licensed Software by any person other than Accenture or a person acting under Accenture's instruction;

        vii.   the Client not installing and using any Enhancement that has been made available under this Agreement that resolves the Error or using or attempting to use the Licensed Software other than as documented;

        viii.   Client and/or its personnel failing to use the Licensed Software correctly, including in accordance with any user Documentation;

        ix.   any breach by Client of its obligations under this Agreement; or

        x.   any matters outside Accenture's control.

SECTION 5. TERM ANDTERMINATION

5.1 Term

The Term of this Schedule shall start upon signature of the license agreement and remain in effect until expiration or termination of the applicable service agreement.

5,2 Termination
The Licensee may cancel the Maintenance Services without cause and on 30 days written notice. Cancellation will no affect the license already in effect under License Agreement. .

San Francisco Department of Public Health
Business Associate Agreement

This Business Associate Agreement ("Agreement") supplements and is made a part of the contract or Memorandum of Understanding ("CONTRACT")] by and between the City and County of San Francisco, Covered Entity ("CE") and Contractor, Business Associate ("BA"). To the extent that the terms of the Contract are inconsistent with the terms of this Agreement, the terms of this Agreement shall control.

RECITALS

A. CE wishes to disclose certain information to BA pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).

B. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the CONTRACT in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated there under by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws, including, but not limited to, California Civil Code §§ 56, et seq.; California Health and Safety Code § 1280.15, California Civil Code §§ 1798, et seq., California Welfare & Institutions Code §§5328, et seq., and the regulations promulgated there under (the "California Regulations").

C. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(a) and (e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Agreement.

D. BA enters into agreements with CE that require the CE to disclose certain identifiable health information to BA. The parties desire to enter into this Agreement to permit BA to have access to such information and comply with the BA requirements of HIPAA, the HITECH Act, and the HIPAA Regulations.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. **Definitions.**

   a. **Breach** means the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information, and shall have the meaning given to such term under the HITECH Act and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402], as well as California Civil Code Sections 1798.29 and 1798.82.

   b. **Breach Notification Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.

   c. **Business Associate** is a person or entity that performs certain functions or activities that involve the use or disclosure of protected health information received from a covered entity, and shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

   d. **Covered Entity** means a health plan, a health care clearinghouse, or a health care provider who transmits any information in electronic form in connection with a

San Francisco Department of Public Health
Business Associate Agreement

transaction covered under HIPAA Regulations, and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

e. **Data Aggregation** means the combining of Protected Information by the BA with the Protected Information received by the BA in its capacity as a BA of another CE, to permit data analyses that relate to the health care operations of the respective covered entities, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

f. **Designated Record Set** means a group of records maintained by or for a CE, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

g. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 C.F.R. Section 160.103. For the purposes of this Agreement, Electronic PHI includes all computerized data, as defined in California Civil Code Sections 1798.29 and 1798.82.

h. **Electronic Health Record** means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given to such term under the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.

i. **Health Care Operations** means any of the following activities: i) conducting quality assessment and improvement activities; ii) reviewing the competence or qualifications of health care professionals; iii) underwriting, enrollment, premium rating, and other activities related to the creation, renewal, or replacement of a contract of health insurance or health benefits; iv) conducting or arranging for medical review, legal services, and auditing functions; v) business planning development; vi) business management and general administrative activities of the entity. This shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

j. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

k. **Protected Health Information or PHI** means any information, including electronic PHI, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Sections 160.103 and 164.501. For the purposes of this Agreement, PHI includes all medical information and health insurance information as defined in California Civil Code Sections 56.05 and 1798.82.

l. **Protected Information** shall mean PHI provided by CE to BA or created, maintained, received or transmitted by BA on CE's behalf.

m. **Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system, and shall have the meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304.

n. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

o. **Unsecured PHI** means PHI that is not secured by a technology standard that renders PHI unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute, and shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

2. **Obligations of Business Associate.**

a. **Permitted Uses.** BA may use, access, and/or disclose PHI only for the purpose of performing BA's obligations for or on behalf of the City and as permitted or required under the Agreement, or as required by law. Further, BA shall not use PHI in any manner that would constitute a violation of the Privacy Rule or the HITECH Act. However, BA may use Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE [45 C.F.R. Sections 164.502, 164.504(e)(2). and 164.504(e)(4)(i)].

b. **Permitted Disclosures.** BA shall disclose Protected Information only for the purpose of performing BA's obligations for or on behalf of the City and as permitted or required under the Agreement, or as required by law. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; or (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Agreement and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to promptly notify BA of any breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with paragraph 2. k. of the Agreement, to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)]. BA may disclose PHI to a BA that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit Protected Information on its behalf, if the BA obtains satisfactory assurances, in accordance with 45 C.F.R. Section 164.504(e)(1), that the subcontractor will appropriately safeguard the information [45 C.F.R. Section 164.502(e)(1)(ii)].

c. **Prohibited Uses and Disclosures.** BA shall not use or disclose PHI other than as permitted or required by the Agreement, or as required by law. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a) and 45 C.F.R. Section 164.522(a)(1)(vi)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE

and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.

d. **Appropriate Safeguards.** BA shall take the appropriate security measures to protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of the CE, and shall prevent any use or disclosure of PHI other than as permitted by the Contract or this Agreement, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including, but not limited to, 45 C.F.R. Sections 164.306, 164.308, 164.310, 164.312, 164.314 164.316, and 164.504(e)(2)(ii)(B). BA shall comply with the policies and procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316, and 42 U.S.C. Section 17931. BA is responsible for any civil penalties assessed due to an audit or investigation of BA, in accordance with 42 U.S.C. Section 17934(c).

e. **Business Associate's Subcontractors and Agents.** BA shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of BA, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph 2.d. above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2) through (e)(5); 45 C.F.R. Section 164.308(b)]. BA shall mitigate the effects of any such violation.

f. **Accounting of Disclosures.** Within ten (10) calendar days of a written request by CE for an accounting of disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents and subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935 (c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents and subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure [45 C.F.R. 164.528(b)(2)]. If an individual or an individual's representative submits a request for an accounting directly to BA or its agents or subcontractors, BA shall forward the request to CE in writing within five (5) calendar days.

g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of request by CE to enable CE to fulfill its obligations under state law [Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains

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Protected Information in electronic format, BA shall provide such information in electronic format as necessary to enable CE to fulfill its obligations under the HITECH Act and HIPAA Regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. 164.524.

h. **Amendment of Protected Information.** If BA maintains PHI in a Designated Record Set, then within ten (10) days of a request by CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA and its agents and subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment or other documentation to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R Section 164.526. If an individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request and of any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

i. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with HIPAA [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. BA shall provide CE a copy of any Protected Information and other documents and records that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

j. **Minimum Necessary.** BA, its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the intended purpose of such use, disclosure, or request. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)]. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary" to accomplish the intended purpose in accordance with HIPAA and HIPAA Regulations.

k. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.

l. **Notification of Breach. BA shall notify CE within 5 calendar days of any breach of Protected Information;** any use or disclosure of Protected Information not permitted by the Agreement; any Security Incident (except as otherwise provided below) related to Protected Information, and any use or disclosure of data in violation of any applicable federal or state laws by BA or its agents or subcontractors; provided that notice is hereby deemed given for attempted but Unsuccessful Security Incidents and no further notice of such Unsuccessful Security Incidents will be given. "Unsuccessful Security Incidents" include but are not limited to firewall pings and other broadcast attacks, port scans, unsuccessful log-on attempts, denial-of-service attacks, and any combination of the foregoing that do not result in unauthorized access, acquisition, Use, or Disclosure of PHI. The notification shall include, to the extent reasonably available, the identification of each individual whose unsecured Protected Information has been, or is reasonably believed by the BA to have been, accessed, acquired, used, or disclosed, as well as any other available information that CE is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited, to 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408, at the time of the notification required by this

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Business Associate Agreement

paragraph or promptly thereafter as information becomes available. BA shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws. [42 U.S.C. Section 17921; 42 U.S.C. Section 17932; 45 C.F.R. 164.410; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]

m. **Breach Pattern or Practice by Business Associate's Subcontractors and Agents.** Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e)(1)(iii), if the BA knows of a pattern of activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or this Agreement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the contractual arrangement with its subcontractor or agent, if feasible.

3. **Termination.**

a. **Material Breach.** A breach by BA of any provision of this Agreement, as reasonably determined by CE, shall constitute a material breach of the CONTRACT and this Agreement and shall provide grounds for immediate termination of the CONTRACT and this Agreement, any provision in the CONTRACT to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].

b. **Effect of Termination.** Upon termination of the CONTRACT and this Agreement for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA and its agents and subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, BA will notify CE in writing, BA shall continue to extend the protections and satisfy the obligations of Section 2 of this Agreement to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(2)(ii)(J)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI.

c. **Civil and Criminal Penalties.** BA understands and agrees that it may be subject to civil or criminal penalties applicable to BA for unauthorized use, access or disclosure or Protected Information in accordance with the HIPAA Regulations and the HITECH Act including, but not limited to, 42 U.S.C. 17934 (c).

d. **Disclaimer.** CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations or corresponding California law provisions will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI. BA makes no warranty or representation that compliance by either party with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations or corresponding California law provisions will be adequate or satisfactory for CE's own purposes. CE is solely responsible for all decisions made by CE regarding the safeguarding of PHI.

4. **Amendment to Comply with Law.**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the CONTRACT or this Agreement may be required to provide for procedures to ensure compliance with such

San Francisco Department of Public Health
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developments. Each party agrees to take such action applicable to its operations as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable state or federal laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable state or federal laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the CONTRACT or this Agreement when requested by CE pursuant to this section or (ii) BA does not enter into an amendment to the Contract or this Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

5. Reimbursement for Fines or Penalties.

In the event that CE pays a fine to a state or federal regulatory agency, and/or is assessed civil penalties or damages through private rights of action, to the extent caused by a breach by BA of any of its obligations under applicable law, after all permissible appeals have been exhausted, then BA shall reimburse CE in the amount of such fine or penalties or damages within thirty (30) calendar days.

San Francisco Department of Public Health
Office of Compliance and Privacy Affairs
101 Grove Street, Room 330
San Francisco, California 94102
415-554-2787

Appendix C
Insurance Waiver

AMENDMENT ONE

City and County of San Francisco
OFFICE OF CONTRACT ADMINISTRATION

Purchasing Division
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4685

SOFTWARE LICENSE AND MAINTENANCE AGREEMENT
AMENDMENT TO ORACLE MASTER AGREEMENT
BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND

Oracle America, Inc.

This amendment one (the "Amendment") is made as of this 1st day of July, 2015, in the City and County of San Francisco, State of California, by and between: **Oracle America, Inc.,** 500 Oracle Parkway, Redwood City, California, 94065, hereinafter referred to as "Oracle" or "Contractor," and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "City," acting by and through its Director of the Office of Contract Administration, hereinafter referred to as "Purchasing."

Recitals

WHEREAS, the San Francisco Office of the Controller ("Controller") wishes to license certain software from Contractor and obtain technical / maintenance services; and,

WHEREAS, Contractor represents that it is qualified to provide such software and services required by City as set forth under this Agreement and as specified by the applicable Ordering Document (Appendix A); and,

WHEREAS, the parties agree that purchases under this Agreement shall be limited to those made by the Office of the Controller for software and technical / maintenance services for the City's Financial System Project, only;

Now, THEREFORE, the parties agree as follows:

1.   **Definitions – Related to Software License**

Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement, it shall have the meaning herein set forth.

ACCEPTANCE	City's Acceptance of the Licensed Software shall be deemed to have occurred upon the effective date of the Ordering Document.
AGREEMENT	The Oracle pre-printed Oracle Master Agreement, comprised of General Terms – Public Sector [v012015] and Schedule P – Public Sector [v012015] (collectively, "OMA," Oracle reference number US-GMA-298554), and this Amendment One shall be construed together as this "Agreement."

AMENDMENT	This document, which contains City's express terms that both (i) supplement and (ii) control over any conflict or clear inconsistency with the terms of the OMA.
AUTHORIZATION; or AUTHORIZATION DOCUMENT	This Agreement, a Blanket Purchase Order, Contract Order, or Purchase Order of the City, properly executed by Controller and Purchasing, and certified by the Controller for the specific funding of this Agreement or any modification thereof. A Purchase Order certified by the Controller indicates full funding for that order.
DOCUMENTATION	Shall have the same definition as "Program Documentation" in the paragraph 1 (Definitions), part 1.7 (Program Documentation) of General Terms of the OMA.
LICENSED SOFTWARE	One or more of the proprietary computer software programs identified in the Authorization Document, all related materials, Documentation, all corrections, patches or updates thereto, and other written information received either under the respective Ordering Document(s) or by virtue of being a current customer of Contractor's Software Update License and Support (Support) by City from Contractor, whether in machine-readable or printed form. The Authorization Document may identify more than one software product or more than one copy of any product.
PRECEDENCE	Notwithstanding the terms of any other document executed by the parties as a part of this Agreement, including the Ordering Document (Appendix A), the terms of this Amendment shall control over any conflicting or inconsistent terms set forth in any other Oracle Pre-Printed document.
THE ORDERING DOCUMENTS	The Contractor ordering form attached to this Amendment as Appendix A.
SPECIFICATIONS	The functional and operational characteristics of the Licensed Software as described in Contractor's current published Documentation.
WARRANTY PERIOD	The warranty period shall commence on (i) the effective date of the Ordering Document and continue for 12 (twelve) months for the Licensed software and each related update to the Licensed software and (ii) the date of performance of technical services and continue for 90 (ninety) days thereafter for technical services, unless greater periods for (i) and (ii) are specified in the Ordering Document (Appendix A).

Whenever the words "as required," "as permitted," or words of like effect are used, it shall be understood as the direction, requirement, or permission of Controller. The words "sufficient," or "necessary," and the like, mean sufficient, necessary or proper in the judgment of Controller, unless otherwise indicated by the context.

2. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation

This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. City's delivery of a purchase order to Contractor manifests such certifications and authorizations.

This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated.

City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration of this Agreement.

3. City's Payment Obligation

The City will pay all invoices within 30 days of the invoice date. However, failure to pay within the 30 days of the invoice date shall not be deemed a default or material breach of this Agreement without notice to the City and a reasonable opportunity to cure. In no event shall City be liable for interest or late charges for any late payments made after such 30-day period.

Contractor and the City understand and intend that the obligations of the City to pay fees for Support hereunder shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of the City.

No fees or expenses will be paid except those specifically agreed upon, in writing, in the Ordering Document (Appendix A). Under no circumstances shall the fees and expenses result in payment of an amount that exceeds the total amount of this Agreement as set forth below.

Notwithstanding anything in this Agreement to the contrary, City shall pay any sales and use taxes that may be imposed upon the services and commodities obtained under this Agreement. The City shall not be required to pay sales taxes directly to the tax assessing authority. City shall not pay any taxes based on Contractor's income.

The City shall pay fees for Support, exclusively from legally available funds, to Contractor or, in the event of an authorized assignment by Contractor to its assignee, according to the terms of the Agreement, upon presentation of invoices furnished by Contractor in a form acceptable to the Controller. Payments will be made by warrant drawn on the Treasurer of the City.

a. Initial Purchase Amount

In no event shall the amount of the initial Software License payment exceed eight million, two hundred twenty eight thousand, eight hundred forty two dollars and no cents ($8,228,842.00). In no event shall the fees for Support for year one (1) of the initial Software

License exceed one million, six hundred forty five thousand, seven hundred sixty nine.dollars and no cents ($1,645,769.00). In no event shall the fees for Support for years two (2) through ten (10) of the initial Software License exceed fifteen million, three hundred nineteen thousand, and eleven dollars and no cents ($15,319,011.00).

b. **Contingency Amount**

In no event shall the contingency amount for any additional Software Licenses exceed eight hundred twenty two thousand, eight hundred eighty five dollars and no cents ($822,885.00). In no event shall the fees for Support for years one (1) through ten (10) of any additional Software Licenses exceed one million, seven hundred seventy five thousand, six hundred and nine dollars and no cents ($1,775,609.00).

c. **Maximum Not to Exceed Amount**

In no event shall the total amount for all software and services paid under this contract exceed twenty seven million, seven hundred ninety two thousand, one hundred sixteen dollars and no cents ($27,792,116.00).

The City shall pay the fee for the Software Licensed pursuant to this Agreement in one lump sum after the Controller has certified the funds and issued a Purchase Order. Payments of fees for Support shall be invoiced by Contractor in arrears on a quarterly basis.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

4. **Term and Scope of the Agreement**

a. **Purchases of Software and Technical Support / Maintenance Services**

Purchases under this Agreement shall be limited to those made by the Office of the Controller up to the total not to exceed amount as set forth in Section 3 for the purchase of software and technical support / maintenance services for the City's Financial System Project only.

The Controller may place orders for software licenses under the terms of this Agreement for two (2) years from the effective date of this Agreement. No orders for software licenses will be placed or accepted after that time.

The Controller may renew technical support / maintenance services for up to nine (9) renewal years under the terms of this Agreement.

Any orders placed prior to the expiration or termination of the Agreement shall continue, per their terms, until completed.

b. **Term of the License**

Subject to Section 5, the license granted under this Agreement shall commence upon Acceptance of the Licensed Software and shall continue in perpetuity. All licenses granted under this Agreement shall be perpetual unless otherwise stated in the specific Ordering Document. In addition to the licenses procured via the Ordering Document (Appendix A), City has the option to procure additional licenses and related support noted on the Ordering Document's price hold exhibit, subject to subsection a immediately above.

c.   **Term of the Technical Support / Maintenance Services**

Subject to Section 5, the initial term of the Technical Support / Maintenance Services shall be one (1) year and may be renewed annually at City's option for additional one year terms (with the price caps set forth in the Ordering Document (Appendix A) for up to nine (9) renewal years.

d.   **Scope of the Agreement**

This Agreement is limited to the purchases set forth in the applicable Ordering Document (Appendix A) for software and technical / maintenance services for the City's Financial System Project.

5.   **Effective Date of the Agreement**

This Agreement shall become effective when the Controller has certified to the availability of funds and Contractor has been notified in writing.

6.   **License**

a.   **Grant of License.** Subject to the terms and conditions of the Agreement, Contractor grants City a non-exclusive and non-transferable perpetual license to use the Licensed Software unless a different term is specified in the Ordering Document (Appendix A). City acknowledges and agrees that the Licensed Software is the proprietary information of Contractor and that this Agreement grants City no title or right of ownership in the Licensed Software.

For the purpose of any bona fide City disaster recovery plan or with respect to the use of computer software in its municipal operations, City may make one copy of the Licensed Software for archival purposes.

b.   **Restrictions on Use.** City is authorized to use the Licensed Software only for City's internal purposes. The City shall be authorized to use the Licensed Software at any City business location. In addition, City shall be authorized to use the Licensed Software at any non-City location in the United States if required due to emergency circumstances as determined by City.

c.   **Documentation.** Contractor shall provide City with the Licensed Software specified in the Authorization Document. Contractor grants to City permission to duplicate all Documentation for City's internal use.

d.   **Authorized Modification.** City shall also be permitted to develop, use and modify Application Program Interfaces (API's), macros and user interfaces. For purposes of this Agreement, such development shall be deemed an authorized modification. Contractor shall make no claim under this Agreement to ownership of any APIs, macros or other interfaces developed by or at the direction of the City.

For purposes of services related to City's development, use and modification, the City may make the programs or materials provided by Contractor available to a third party. In addition the City may cause or permit such actions as required by law for interoperability, disassembly or decompilation of the programs, and; subject to Oracle's review and right to respond, the City may disclose results of any internal program benchmark tests prepared by or on behalf of the City for

the development, use and modification authorized herein to requestors, provided such disclosure is made in accordance with the law(s) requiring disclosure of public information.

Oracle has no general objection to the City's use of third party programs in conjunction with the software licensed under this Agreement. Oracle recognizes that City has and will license third party programs that City will use with Oracle products. Based on information provided to Oracle as of the effective date, Oracle agrees that such use does not constitute an unauthorized modification or violate the licenses granted under this Agreement.

7.   Delivery. Contractor shall make the Licensed Software products available to download by City beginning no later than the date specified in the Ordering Document, after certification of the purchase order and notice to Contractor.

8.   Reserved (Acceptance Testing)

9.   Reserved

10.   Changes in Operating System. In the event City desires to obtain a version of the Licensed Software that operates under an operating system or hardware that differs from that specified in the respective Ordering Document, City may select and download such alternative version from those on the Contractor website without paying any charge or fee to Contractor, provided City (i) has remained a continuous, compliant subscriber to Support and is not in breach of the terms of this Agreement, (ii) pays any third party fees associated with the migration, (iii) agrees to any mutually agreeable terms different from the terms of the Agreement which relate to such version, (iv) may use both the original and the alternate versions simultaneously to the extent such use does not violate the quantity or similar metrics for the Licensed Software specified in the Ordering Documents, and (v) executes any additional documentation reasonably requested by Contractor regarding the alternative version, and (vi) such different operating system or hardware is permitted by the documentation for the affected Licensed Software.

11.   Warranties:

a.   **Right to Grant License:** Contractor hereby warrants that it has title to and/or the authority to grant a license of the Licensed Software to the City, and the exclusive and complete remedy for breach of such warranty is stated in paragraph 12 of this Agreement.

b.   **Warranties for Software and Services:** The warranties for the Licensed Software (Programs) and Services Offerings are set forth in Section 7 of Schedule P of the OMA.

12.   Infringement Indemnification

If notified promptly in writing of any judicial action brought against City based on an allegation that City's use of the Licensed Software infringes a patent, copyright, or any right of a third party or constitutes misuse or misappropriation of a trade secret or any other right in intellectual property (Infringement), Contractor will hold City harmless and defend such action at its own expense. Contractor will pay the costs and damages awarded in any such action or the cost of settling such action, provided that Contractor shall have sole control of the defense of any such action and all negotiations or its settlement or compromise and that the Office of the Controller will cooperate to provide the information and assistance Contractor needs to defend or settle the claim at Contractor's sole expense. If notified promptly in writing of any informal claim (other than a judicial action) brought against City based on an allegation that City's use of the Licensed Software constitutes Infringement, Contractor will pay the costs associated with resolving such claim and will pay the settlement amount (if any), provided that Contractor shall

have sole control of the resolution of any such claim and all negotiations for its settlement and that the Office of the Controller will cooperate to provide the information, authority and assistance Contractor needs to defend or settle the claim at Contractor's sole expense.

In the event a final injunction is obtained against City's use of the Licensed Software by reason of Infringement, or in Contractor's opinion City's use of the Licensed Software is likely to become the subject of Infringement, Contractor may at its option and expense: (a) procure for City the right to continue to use the Licensed Software as contemplated hereunder, (b) replace the Licensed Software with a non-infringing, functionally equivalent substitute Licensed Software, or (c) suitably modify the Licensed Software to make its use hereunder non-infringing while retaining functional equivalency to the unmodified version of the Licensed Software. If none of these options is reasonably available to Contractor, then the applicable Authorization Document or relevant part of such Authorization Document may be terminated at the option of either party hereto and Contractor shall refund to City all amounts paid under this Agreement for the license of such infringing Licensed Software.

Oracle understands that the City is obtaining the Licensed Software to modify for its internal business needs. Oracle's duty to indemnify the City regarding the Licensed Software will not be voided or limited by the City's alteration of the Licensed Software or use outside the scope of use identified in Oracle's user documentation.. However, Oracle will not indemnify the City to the extent that an infringement claim is based solely upon the City's alteration of the Licensed Software or upon the combination of any material with any product or services not provided by Oracle.

This section provides the City's exclusive remedy for any infringement claims or damages.

13. Guaranteed Maximum Costs.

a. The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification.

b. Except as may be provided by City ordinances governing emergency conditions, the City and its employees and officers are not authorized to request Contractor to perform services or to provide materials, equipment and supplies that would result in Contractor performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract unless the agreement is amended in writing and approved as required by law to authorize additional services, materials, equipment or supplies. The City is not required to reimburse Contractor for services, materials, equipment or supplies that are provided by Contractor which are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract and which were not approved by a written amendment to the agreement having been lawfully executed by the City.

c. The City and its employees and officers are not authorized to offer or promise to Contractor additional funding for the contract which would exceed the maximum amount of funding provided for in the contract for Contractor's performance under the contract. Additional funding for the contract in excess of the maximum provided in the contract shall require lawful approval and certification by the Controller of the City and County of San Francisco. The City is not required to honor any offered or promised additional funding for a contract which exceeds the maximum provided in the contract which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained.

d. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

14. Invoice Format

Invoices furnished by Contractor under this agreement must be emailed or original invoices on Contractor's letterhead with the following information: City purchase order number, vendor's invoice number, invoice date, invoice amount; Ship- and Bill -To address specified on the purchase order; description of item or service; date shipped or period covered; vendor's remittance address and terms of payment. All amounts paid by City to Contractor shall be subject to audit by City.

Payment shall be made by City to Contractor at the address specified in the section entitled "Notices to the Parties."

15. Submitting False Claims; Monetary Penalties

Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

16. Payment Does Not Imply Acceptance of Work

Subject to the warranty stated in the Agreement, the granting of any payment by City, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work, the Licensed Software, although the unsatisfactory character of such work, or Licensed Software may not have been apparent or detected at the time such payment was made. During the respective Warranty Period, Software, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay.

17. Maintenance Scope of Service Coverage

Oracle shall perform the Support obligations referenced in of the Ordering Document (Appendix A). Software that is properly configured to perform the functionality stated in the program documentation is understood to be "unaltered" as that term is used in the Oracle Technical Support Policies.

18. Taxes.

Payment of any taxes, including California sales and use taxes, levied upon this Agreement, the transaction, or the services delivered pursuant hereto, shall be the obligation of Contractor provided that such taxes have been collected by Contractor.

19. Left Blank by Agreement of the Parties.

20. Qualified Personnel

Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor shall assign adequate personnel resources to provide the level of service in this Agreement.

City, in its reasonable discretion, may request that Oracle remove particular persons who are providing services under this Agreement, and Oracle shall comply with such requests if the City reasonably considers that the continued assignment is not in the best interest of the City and notifies Oracle of the foregoing, and Oracle cannot otherwise address the City's concerns to the City's reasonable satisfaction.

21. Responsibility for Equipment

City shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of Oracle's employees, even though such equipment may be furnished, rented or loaned to Contractor by City.

22. Independent Contractor; Payment of Employment Related Taxes and Other Expenses

a. **Independent Contractor.** Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor.

b. **Payment of Employment Related Taxes and Other Expenses.** Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority.

Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability).

A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Contractor is an

employee for any other purpose, then Contractor agrees to a reduction in City's financial liability so that City's total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

23.   Insurance

a.   Without in any way limiting Contractor's liability pursuant to the "Indemnification and General Liability," section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(1)   Workers' Compensation, with Employers' Liability limits not less than $1,000,000 each accident, injury, or illness; and

(2)   Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(3)   Automobile Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned and Non-owned and hired auto coverage, as applicable.

b.   Commercial General Liability and Commercial Automobile Liability Insurance policies must provide the following:
(1)   Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(2)   That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

c.   All policies shall provide thirty (30) days advance written notice to City of cancellation, non-renewal or reduction in coverage, mailed to the following address:

> City and County of San Francisco
> Office of the Controller
> 1155 Market Street, 6th Floor
> San Francisco, CA 94103
> Attn. Lily Conover

d.   Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

e.   Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

f.   Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the

lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

g. , Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement. Policy shall be indorsed and insurer shall provide written notice to City of policy cancellation for any reason. Insurer shall also provide thirty days' advance written notice to City of any reduction in coverage or nonrenewal of coverage.

h. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

24. Indemnification and General Liability

Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Agreement, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement and except where such loss, damage, injury, liability or claim is the result of active negligence or willful misconduct of City and in not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related third party costs that the City necessarily incurs.

In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

There shall be no limitation on the ability of either party to bring an action arising from or relating to this Agreement except those set forth in the state or federal law setting forth the applicable statutes of limitation.

Contractor's indemnification obligation applies only if (i) Contractor is notified in writing of the claim promptly following City receiving the claim, (ii) City reasonably assists Contractor in obtaining information about the facts underlying the claim, and (iii) Contractor has sole control over resolution of the claim.

25. Liability of the Parties

a. **City's Liability:** CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 14 OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN

CONNECTION WITH THIS AGREEMENT.

   b.   **Contractor's Liability:**   NOTWITHSTANDING ANY OTHER
PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CONTRACTOR BE LIABLE,
REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR
ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES,
INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN
CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN
CONNECTION WITH THIS AGREEMENT. CONTRACTOR'S MAXIMUM LIABILITY
FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL
BE CAPPED AT THE GREATER OF FEES THE CITY PAID TO CONTRACTOR UNDER
APPENDIX A FOR THE LICENSE, SERVICES AND MAINTENANCE OR NINETEEN
MILLION SEVEN HUNDRED FORTY NINE THOUSAND TWO HUNDRED
TWENTY DOLLARS AND NO CENTS ($19,749,220.00).

   CONTRACTOR'S MONETARY LIABILITY LIMIT SET FORTH HEREIN SHALL
NOT APPLY TO (1) DAMAGES CAUSED BY CONTRACTOR'S GROSS NEGLIGENCE OR
WILLFUL MISCONDUCT, (2) CONTRACTOR'S OBLIGATION TO INDEMNIFY AND
DEFEND CITY PURSUANT TO GENERAL AND INFRINGEMENT INDEMNIFICATION
HEREIN, (3) LIMIT CLAIMS OR GENERAL DAMAGES THAT FALL WITHIN THE
INSURANCE COVERAGE OF THIS AGREEMENT, (4) STATUTORY DAMAGES
SPECIFIED IN THIS AGREEMENT, AND (5) WRONGFUL DEATH CAUSED BY
CONTRACTOR.

Contractor's liability to the City for loss of the City's data attributable to the City's use of the
Licensed Software shall be limited to the Contractor's making reasonable efforts to assist the City
in restoring such data from the City's back-up system without Contractor charging a fee for such
assistance; the City must be current on Support while such assistance is provided.

26.   Nondisclosure

   a.   City agrees that it shall treat the Licensed Software with the same degree of care
as it treats like information of its own, which it does not wish to disclose to the public, from the
date the Licensed Software is accepted by the City until the license is terminated as provided
herein.

   b.   The obligations of the City set forth above, however, shall not apply to the
Licensed Software, or any portion thereof, which:

   (1)   is now or hereafter becomes publicly known;

   (2)   is disclosed to the City by a third party which the City has no reason to
      believe is not legally entitled to disclose such information;

   (3)   is known to the City prior to its receipt of the Licensed Software;

   (4)   is subsequently developed by the City independently of any disclosures
      made hereunder by Contractor;

   (5)   is disclosed with Contractor's prior written consent;

   (6)   is disclosed by Contractor to a third party without similar restrictions.

27. Proprietary or Confidential Information of City

Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Contractor agrees that all information disclosed by City to Contractor that is confidential or proprietary by law or City designation shall be held in confidence and used only in the performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent Contractor would use to protect its own proprietary data.

28. Protection of Private Information

Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12M of the San Francisco Administrative Code ("Protection of Private Information"), including the remedies provided. The provisions of Chapter 12M are incorporated herein by reference and made a part of this Agreement as though fully set forth. Capitalized terms used in this section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12M. Consistent with the requirements of Chapter 12M, Contractor agrees to all of the following:

a. Neither Contractor nor any of its Subcontractors shall disclose Private Information obtained from the City in the performance of this Agreement to any other Subcontractor, person, or other entity, unless one of the following is true: ..

(1) The disclosure is authorized by this Agreement;

(2) The Contractor received advance written approval from the Contracting Department to disclose the information; or

(3) The disclosure is expressly required by a judicial order.

b. Any disclosure or use of Private Information authorized by this Agreement shall be in accordance with any conditions or restrictions stated in this Agreement. Any disclosure or use of Private Information authorized by a Contracting Department shall be in accordance with any conditions or restrictions stated in the approval.

c. Private Information shall mean any information that: (1) could be used to identify an individual, including without limitation, name, address, social security number, medical information, financial information, date and location of birth, and names of relatives; or (2) the law forbids any person from disclosing.

d. Any failure of Contractor to comply with Chapter 12M shall be a material breach of this Agreement. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate this Agreement, debar Contractor, or bring a false claim action against Contractor.

29. Termination

a. **Basis for Termination by City.** City shall have the right, without further obligation or liability to Contractor (except as specified in Sections 28 (Protection of Private

Information): (i) to immediately terminate this Agreement or the applicable Authorization Document if Contractor commits any material breach of this Agreement and fails to remedy such breach within thirty (30) days after written notice by City of such breach, in which event, Contractor shall reimburse City for any prepaid fees for Support.

b. **Survival.** Expiration or termination of this Agreement, for any reason other than non-payment of the fee for the perpetual license or an uncured violation of the license grant after a thirty (30)-day written notice from Contractor to cure the violation, shall not revoke the perpetual licenses granted under this agreement. This section and the following sections of this Agreement shall survive termination or expiration of this Agreement:

12.	Infringement Indemnification;
15.	Submitting False Claims; Monetary Penalties;
16.	Payment Does Not Imply Acceptance of Work;
21.	Responsibility for Equipment;
28.	Protection of Private Information;
38.	Non-Waiver of Rights;
39.	Modification of Agreement;
40.	Administrative Remedy for Agreement Interpretation;
42.	Construction; and
43.	Entire Agreement.

30. Notice to the Parties

Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, e-mail or fax, and shall be addressed as follows:

To City:
City and County of San Francisco
Office of the Controller
1155 Market Street, 6th Floor
San Francisco, CA 94103
Attn. Lily Conover

To Contractor:
Oracle America, Inc.
500 Oracle Parkway
Redwood City, California, United States, 94065
Attention: General Counsel, Legal Department

All payments shall be made by City to Contractor (with reference number 3048894 on City's remittance) to the following:

Mail Checks To:
Oracle America, Inc.
P.O. Box 44471
San Francisco, Ca 94144

Wire Transfers To:
Wells Fargo Bank
ABA 121000248
Acct 4522-020841

Either party may change the address to which notice is to be sent by giving written notice thereof to the other party.

If email notification is used, the sender must specify a Receipt notice.

Any notice of default must be sent by registered mail.

31. Reserved (Bankruptcy)

32. Subcontracting

Contractor is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by City in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

33. Assignment

The services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement.

34. Compliance with Americans with Disabilities Act

Contractor acknowledges the City's assertion that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement, if any, in a manner that complies with the ADA and any and all other expressly applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement, if any, and further agrees that any material violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

35. Sunshine Ordinance

In accordance with San Francisco Administrative Code Section 67.24(e), contracts, contractors' bids, responses to requests for proposals and all other records of communications between City and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

36. Limitations on Contributions

Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City

elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of $50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide to City the names of each person, entity or committee described above.

37. Conflict of Interest

Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

38. Non-Waiver of Rights

The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

39. Modification of Agreement

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

40. Administrative Remedy for Agreement Interpretation

Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Purchasing who shall attempt to reconcile the disagreement by promptly offering a meaning and intent of the Agreement that is based on a good faith, independent consideration. The parties recognize that referring to Purchasing does not preclude court redress of the disputed interpretation.

41. Agreement Made in California; Venue

The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

42. Construction

All paragraph captions are for reference only and shall not be considered in construing this Agreement.

43. Entire Agreement

This contract, including all attached documents which are incorporated herein by reference, sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. If any provision of this Agreement is held to be unenforceable, this Agreement shall be construed without such provision.

44. Compliance with Laws

Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and laws as are applicable.

45. OMA (General Terms – Public Sector and Schedule P – Public Sector)
Paragraph 9, "Entire Agreement," is deleted in its entirety.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first
mentioned above.

CITY

Recommended by:

CONTRACTOR

Oracle America, Inc.

Todd Rydstrom	**Peter K. Roy**
Deputy Controller	**Senior Director**
Office of the Controller	**Oracle America, Inc.**
	500 Oracle Parkway
	Redwood City, California 94065

Approved as to Form:

City vendor number: 41827

Dennis J. Herrera
City Attorney

By   _____

    Louise S. Simpson
    Deputy City Attorney

Approved:

_____

Jaci Fong
Director of the Office of Contract
Administration, and
Purchaser

Appendix A: Ordering Document with Certificate of Electronic Delivery
Appendix B: General Terms – Public Sector
Appendix C: Schedule P – Public Sector

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ORDERING DOCUMENT

Oracle America, Inc.
500 Oracle Parkway
Redwood Shores, CA 94065

Your Name	City and County of San Francisco Office of the Controller	**Your Contact**	Lily Conover
Your Location	Financial System Project Office of the Controller 1155 Market Street, 6th Floor San Francisco, CA 94103	**Phone Number**	(415) 558-7845
		Email Address	lily.conover@sfgov.org

Table I. Applications Programs

Product Description	Quantity
Enterprise Programs & Quantity-Based Programs	
PeopleSoft Enterprise Financials - Enterprise $M in Operating Budget Perpetual	10200
PeopleSoft Enterprise Purchasing - Enterprise $M in Operating Budget Perpetual	10200
PeopleSoft Enterprise Contracts - Enterprise $M in Operating Budget Perpetual	10200
PeopleSoft Enterprise Project Costing - Enterprise $M in Operating Budget Perpetual	10200
PeopleSoft Enterprise Inventory - Enterprise $M in Operating Budget Perpetual	10200
PeopleSoft Mobile Inventory Management - Enterprise $M in Operating Budget Perpetual	10200
PeopleSoft Enterprise Grants - Enterprise $M in Operating Budget Perpetual	10200
PeopleSoft Enterprise Strategic Sourcing - Enterprise $M in Operating Budget Perpetual	10200
PeopleSoft Enterprise eSupplier Connection - Enterprise $M in Operating Budget Perpetual	10200
PeopleSoft Enterprise Supplier Contract Management - Enterprise $M in Operating Budget Perpetual	10200
PeopleSoft Enterprise eSettlements - Application User Perpetual	100
PeopleSoft Enterprise Treasury - Application User Perpetual	10
eopleSoft Enterprise Expenses - Expense Report Perpetual	36000
PeopleSoft Enterprise eProcurement - Application User Perpetual	10000
Oracle User Productivity Kit Professional - UPK Developer Perpetual	4
PeopleSoft Enterprise UPK Billing (over 4K employees and/or over $1 billion in revenue) - UPK Module Perpetual	1
PeopleSoft Enterprise UPK Contracts (over 4K employees and/or over $1 billion in revenue) - UPK Module Perpetual	1
PeopleSoft Enterprise UPK Expenses (over 4K employees and/or over $1 billion in revenue) - UPK Module Perpetual	1
PeopleSoft Enterprise UPK Fundamentals for Financials and Supply Chain Management Software Modules (over 4K employees and/or over $1 billion in revenue) - UPK Module Perpetual	1
PeopleSoft Enterprise UPK General Ledger (over 4K employees and/or over $1 billion in revenue) - UPK Module Perpetual	1
PeopleSoft Enterprise UPK Grants (over 4K employees and/or over $1 billion in revenue) - UPK Module Perpetual	1
PeopleSoft Enterprise UPK Inventory (over 4K employees and/or over $1 billion in revenue) - UPK Module Perpetual	1
PeopleSoft Enterprise UPK Payables (over 4K employees and/or over $1 billion in revenue) - UPK Module Perpetual	1
PeopleSoft Enterprise UPK Project Costing (over 4K employees and/or over $1 billion in revenue) - UPK Module Perpetual	1
PeopleSoft Enterprise UPK Purchasing (over 4K employees and/or over $1 billion in revenue) - UPK Module Perpetual	1
PeopleSoft Enterprise UPK Receivables (over 4K employees and/or over $1 billion in revenue) - UPK Module Perpetual	1
PeopleSoft Enterprise UPK eProcurement (over 4K employees and/or over $1 billion in revenue) - UPK Module Perpetual	1
PeopleSoft Enterprise UPK for Cash Management (over 4K employees and/or over $1 billion in revenue) - UPK Module Perpetual	1
PeopleSoft Enterprise UPK for Strategic Sourcing (over 4K employees and/or over $1 billion in revenue) - UPK Module Perpetual	1
PeopleSoft UPK for Supplier Contract Management (over 4K employees and/or over $1 billion in revenue) - UPK Module Perpetual	1
PeopleSoft User Productivity Kit for eSettlements (over 4K employees and/or over $1 billion in revenue) - UPK Module Perpetual	1
PeopleSoft Enterprise UPK Asset Management (over 4K employees and/or over $1 billion in revenue) - UPK Module Perpetual	1
PeopleSoft User Productivity Kit for eBill Payment (over 4K employees and/or over $1 billion in revenue) - UPK Module Perpetual	1
Micro Focus International Ltd. Server Express COBOL for UNIX for 5 Named Users (Mfr is Microfocus; Third Party Program)	1
PeopleSoft Enterprise Maintenance Management - Application User Perpetual	150
PeopleSoft Enterprise Self-Service Work Requests - Application User Perpetual	150

Fee Description	Table I Net Fees
Net Program License Fees	2,835,105.27
Net Technical Support Fees	567,021.06
Table I Subtotal	3,402,126.33

Table II. Business Intelligence and Analytics Programs

Product Description	Quantity
Enterprise Programs & Quantity-Based Programs	
Oracle Business Intelligence Foundation Suite - Named User Plus Perpetual	50
Oracle Business Intelligence Foundation Suite - Processor Perpetual	12
Oracle Business Intelligence Management Pack - Named User Plus Perpetual	50
Oracle Business Intelligence Management Pack - Processor Perpetual	12
Oracle Data Integrator for Oracle Business Intelligence - Processor Perpetual	36
Oracle Data Integrator for Oracle Business Intelligence - Named User Plus Perpetual	50
Oracle Financial Analytics Fusion Edition - Enterprise $M in Operating Budget Perpetual	10200
Oracle Procurement and Spend Analytics, Fusion Edition - Enterprise $M in Operating Budget Perpetual	10200
Oracle Project Analytics - Enterprise $M in Operating Budget Perpetual	10200
Oracle Enterprise Asset Management Analytics - Enterprise $M in Operating Budget Perpetual	10200
Oracle Human Resources Analytics Fusion Edition - Enterprise Employee Perpetual	32000

Fee Description	Table II Net Fees
Net Program License Fees	2,478,561.14
Net Technical Support Fees	495,712.21
Table II Subtotal	2,974,273.35

Table III. Unlimited Deployment Programs

Product Description	Quantity
Unlimited Deployment Programs	
* Oracle Application Management Suite for PeopleSoft - Processor Perpetual	Unlimited
* Oracle Database Enterprise Edition - Processor Perpetual	Unlimited
* Oracle Audit Vault and Database Firewall - Processor Perpetual	Unlimited
* Oracle Database In-Memory - Processor Perpetual	Unlimited
* Oracle Database Lifecycle Management Pack - Processor Perpetual	Unlimited
* Oracle Database Vault - Processor Perpetual	Unlimited
* Oracle Real Application Clusters - Processor Perpetual	Unlimited
* Oracle Advanced Security - Processor Perpetual	Unlimited
* Oracle Partitioning - Processor Perpetual	Unlimited
* Oracle Secure Backup - Stream Perpetual	Unlimited
* Oracle Multitenant - Processor Perpetual	Unlimited
* Oracle Diagnostics Pack - Processor Perpetual	Unlimited
* Oracle GoldenGate - Processor Perpetual	Unlimited
* Oracle Tuning Pack - Processor Perpetual	Unlimited

Fee Description	Table III Net Fees
Net Program License Fees	2,915,175.00
Net Technical Support Fees	583,035.00
Table III Subtotal	3,498,210.00

Table IV. Total for All Programs

Fee Description	Net Fees
Net Program License Fees	8,228,841.41
Net Technical Support Fees	1,645,768.27
Total	9,874,609.68

A. Agreement and Ordered Programs

1. Agreement

This order incorporates by reference the terms of the Oracle Master Agreement by and between City and County of San Francisco and Oracle America, Inc. ("Oracle"), dated _____, and all amendments and addenda thereto (the "Master Agreement," Oracle reference number: US-GMA-298554). The defined terms in the Master Agreement shall have the same meaning in this order unless otherwise specified herein.

2. Applicable Schedule(s)

Programs and Program-Related Service Offerings are governed by Schedule P – Program.

3. Programs and Services

The Programs designated above with an asterisk ("*") are for use by an unlimited number of the associated license type(s) as specified in Table III above section A during the Unlimited Deployment Period (as defined in section C.1.a below), subject to the fixing requirements and all other terms and condition of this order (each such Program being referred to as an "**Unlimited Deployment Program**" and collectively as the "**Unlimited Deployment Programs**",

All other programs, i.e., the programs without any asterisk denotation, are quantity-based or enterprise programs licensed for the quantity of the license type indicated in the Tables I and II above section A for each such program.

B. General Terms

1. Customer Definition and Limited Use

ι. <u>Customer Definition</u>. Notwithstanding anything to the contrary in the Master Agreement, for purposes of this order only, "**You**" and "**Your**" shall mean the **City and County of San Francisco Office of the Controller**, and You will be the only entity allowed to use the Unlimited Deployment Programs licensed under this order. Except as provided for in section C.2, no other entities may access or use any of the Unlimited Deployment Programs and such Programs may not be used for the benefit of (e.g., to track or process the data of or for) such entities.

b. <u>Limited Use</u>. The Unlimited Deployment Programs listed in the Table III above section A are limited to be used only with the PeopleSoft and Business Intelligence applications acquired under this order in direct support of Your "Financial Systems Project".

2. Summary of Fees

You have ordered the Program licenses and 12 months of technical support services. Listed in Table IV above section A is a summary of net fees due under this order. These fees are in US Dollars and are exclusive of any applicable shipping charges or applicable taxes.

3. Territory

The Program licenses included on this order are for use in the U.S.

4. Fees, Invoicing, and Payment Obligation

Provided that You comply with the delivery terms in the Delivery and Installation Section of this ordering document, Oracle shall not invoice You for sales tax pursuant to California tax law based on the net license fees and net technical support fees for the programs listed in Tables I, II, and III above section A and all updates to these programs delivered by electronic download; however, You agree to indemnify and hold Oracle harmless from and against any claims, losses, damages, costs, and expenses arising from imposition of sales tax based on the net license fees and net technical support fees listed Table IV above section A and any updates to these programs delivered by electronic download.

5. Fees

Once placed, Your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Master Agreement.

6. Delivery and Installation

a. Oracle has made available to You for electronic download at the electronic delivery web site located at the following Internet URL:http://edelivery.oracle.com/exempt the programs listed in Tables I, II, and III above section A. Through the Internet URL, You can access and electronically download to Your California location the current production release as of the effective date below of the software and related program documentation for each program listed in Tables I, II, and III above section A. You shall have 60 days from the effective date of this ordering document to complete the download of the software and program documentation. Please be advised that not all programs are available on all hardware/operating system combinations. For current program availability, please check the electronic delivery web site specified above. You acknowledge that Oracle is under no further delivery obligation under this ordering document, electronic download or otherwise. You agree to execute and return the attached Certificate of Electronic Delivery simultaneously with the execution and return of this ordering document.

Provided that You have continuously maintained technical support for the programs and in the licensed quantities listed in Tables I, II, and III above section A, Oracle will make available to You for electronic download the updates provided under technical support to the programs listed in Tables I, II, and III above section A.

Should You require a replacement copy of the software or program documentation, such replacement copy shall also be delivered electronically. You shall not be entitled to any replacement copy in the form of tangible media for the software or the program documentation.

You acknowledge and agree that (a) You have not received any tangible media for the programs listed in Tables I, II, and III above section A as of the effective date, (b) any rights to receive tangible media granted under the Master Agreement shall not be applicable to or provided for the programs listed in in Tables I, II, and III above section A or any updates for these programs and (c) You are solely responsible for ensuring that tangible media is not ordered by You from Oracle for the programs listed in Tables I, II, and III above section A or any updates to these programs.

You acknowledge and agree that You have requested to receive all updates provided by Oracle under Oracle's Technical Support Services via electronic delivery and You are solely responsible for ensuring that You do not order tangible media from Oracle for the programs which You receive via electronic delivery. In the event that You order updates for delivery via tangible media shipment (i.e., shipment of CD Pack(s)), sales taxes and interest may be due and You agree to reimburse Oracle for any applicable sales taxes and interest (interest rate used will be the applicable state's rate on sales tax underpayments) related to acquisition of such updates as specified in the Master Agreement.

7. Total Support Stream

For purposes of this order, the "**Total Support Stream**" shall mean: (i) the technical support for the Program licenses specified in the Tables I, II, and III above section A, including the Unlimited Deployment Programs; (ii) technical support for all Oracle Programs licensed as a result of Your reorganization, as described in section C.2 below; and (iii) technical support for any Program licenses purchased under section D.1 (Price Hold).

8. Order of Precedence

In the event of any inconsistencies between the Master Agreement and this order, the ordering document shall take precedence.

9. Offer Validity

This order is valid through 28-AUG-2015, and shall become binding upon execution by You and acceptance by Oracle.

10. Customer Reference

Oracle may refer to You as an Oracle customer of the ordered Products and Service Offerings in sales presentations, marketing vehicles and activities.

11. Oracle's License Definitions and Rules

A copy of Oracle's Definitions and Licensing Rules is attached hereto and incorporated by reference. To fully understand Your license grant, You need to review the definition for the licensing metric and term designation as well as the licensing rules, which are listed below in the attached **Oracle License Definitions and Rules Exhibit.**

C. Unlimited Deployment

1. Unlimited Deployment Right

a. **General.** In consideration of the payment to Oracle of the license and technical support fees specified in the Table IV above section A, for two (2) yea\ from the effective date of this order (or such earlier period as set forth below in sections C.1.c or C.2) (the "**Unlimited Deployment Period**"), You w.. receive the right to use the Unlimited Deployment Programs on or by an unlimited number of the associated license type (the "**Unlimited Deployment Right**"), provided that (i) deployment is limited to hardware that is either owned or leased by You; (ii) Your use of such Unlimited Deployment Programs shall be in compliance with the terms of the Master Agreement and this order; and (iii) You continuously maintain the Total Support Stream.

On the second anniversary of the effective date of this order (or earlier as set forth below in sections C.1.c or C.2), the Unlimited Deployment Period and Unlimited Deployment right shall terminate, and within 30 days of such second anniversary (or earlier as set forth in sections C.1.c or C.2) (the "**Certification Date**"), You and Oracle shall follow the certification process set forth in section C.1.b below.

b. **Certification Process.** On the Certification Date (or Accelerated Certification Date (as defined below), if applicable), You shall furnish Oracle with a certification signed by a C-level executive of Your entity verifying the quantities of the applicable license type(s) for each Unlimited Deployment Program (limited to the license type accompanying each Unlimited Deployment Program as shown in the Table III above section A) installed and running (or otherwise in production use as measured and allowed by each respective license type) by You as of the date on which the Unlimited Deployment Period ends (such certified quantity, the "**Certified Deployment**"). On the date the Unlimited Deployment Period ends, Your quantity of licenses of the Unlimited Deployment Programs shall be fixed and limited as set forth in the Certified Deployment. As part of the certification process under this section, You agree to provide Oracle with such additional information and assistance as may be reasonably requested by Oracle to validate the information contained in the Certified Deployment.

c. **Breach of Unlimited Deployment Terms.** Upon the date that You first fail to meet any of the conditions specified in section C.1.a above (the "**Non-Compliance Date**"), then the Unlimited Deployment Period and the Unlimited Deployment Right shall immediately terminate, the Certification Date shall be accelerated to 15 business days after the Non-Compliance Date (the "**Accelerated Certification Date**"), and You and Oracle shall follow the certification process set forth in section C.1.b above.

You shall not be entitled to any credit or refund as a result of such termination of the Unlimited Deployment Period. If Your non-compliance is due to failure to maintain the Total Support Stream, Your Program licenses after the Non-Compliance Date and all desupported licenses will be subject to Oracle's technical support pricing and policies in effect on the Non-Compliance Date.

d. **End of Unlimited Deployment Period.** Following the end of the Unlimited Deployment Period, Your use of the Programs licensed and certified pursuant to the certification process set forth in section C.1.b will continue to be in accordance with the Master Agreement and this order.

Following the end of the Unlimited Deployment Period, and regardless of the quantity of Program licenses in Your Certified Deployment, Your annual technical support fee for the Programs licensed under this order shall be based on but shall in no event be less than the annual technical support fee You paid for such Program licenses at the support renewal immediately prior to the end of the Unlimited Deployment Period.

If at any time after the end of the Unlimited Deployment Period Your use of the Programs licensed and certified pursuant to the certification process set forth in section C.1.b exceeds the Certified Deployment, then You must acquire additional licenses and technical support for such Program(s) for suc\ exceeded use in accordance with Oracle's then current prices and policies.

If at any time after the end of the Unlimited Deployment Period Your use of the Programs licensed and certified pursuant to the certification process set forth in section C.1.b decreases such that such use is below the Certified Deployment, You shall not be entitled to a refund or credit of any license and/or technical support fees paid under this order.

e. **Restriction on Assignment.** Notwithstanding anything to the contrary in the Master Agreement and except as provided in section C.2 below, during the Unlimited Deployment Period You may not assign any of the Program licenses acquired under this order (including, without limitation, the Unlimited Deployment Programs), or give or transfer an interest in them to another individual or entity.

2. Your Reorganization

a. If You assume responsibility for another department, agency or entity, the additional department, agency and/or entity shall be included in Your Unlimited Deployment Right for the remainder of the Unlimited Deployment Period, subject to the terms and conditions of this ordering document and the Master Agreement, provided that, (i) You have continuously maintained the Total Support Stream, (ii) the additional department, agency or entity is required to convert and replace all of its licenses of any versions or releases of the Unlimited Deployment Programs in accordance with Oracle's then current migration and technical support policies (including reinstatement fees and/or back support fees if technical support has lapsed), (iii) You and Oracle execute an amendment to this ordering document that adds additional license and technical support fees as agreed to by the parties and adds the annual technical support fee for the additional department, agency or entity's converted and replaced licenses to the Total Support Stream.

b. If a department, agency or entity of Yours is transferred to another agency ("Transferred Entity"), then upon written notice to Oracle such Transferred Entity may use a portion of the licenses of the Unlimited Deployment Programs acquired under this ordering document during the Unlimited Deployment Period for up to six (6) months following the transfer date, (the "Transfer Period") provided that: (i) the Transferred Entity agrees in writing to the terms and conditions of the Master Agreement and this ordering document, and (ii) the Transfer Period shall not extend beyond the Unlimited Deployment Period (i.e., the Transfer Period shall terminate at the end of the Unlimited Deployment Period). During the Transfer Period, the Transferred Entity may use the programs only for either its internal business operations or Your internal business operations. At the end of the Transfer Period, the Transferred Entity shall have no rights under this ordering document. If the Transferred Entity wishes to continue its use of the Unlimited Deployment Programs beyond the Transfer Period, the Transferred Entity must acquire licenses and technical support for the same (in accordance with Oracle's then current prices and policies) pursuant to a mutually agreeable license agreement and ordering document with Oracle, which will govern its use of the programs.

c. Should You be subsumed by another agency during the Unlimited Deployment Period ("Parent Agency"), the Unlimited Deployment Right shall not terminate early as set forth above provided:

(i)   Your use of the Unlimited Deployment Programs remains in accordance with this ordering document, including but not limited to section B.1 above;

(ii)   You provide Oracle with written notice of Your transfer to the Parent Agency within thirty (30) days of the transfer date;

(iii)   the Parent Agency continues to operate You as an entity independent from the Parent Agency;

(iv)   Your employees are not merged into the general employee population of the Parent Agency;

(v)   Your software and systems remain independent from the software and systems of the Parent Agency; and

(vi)   the Parent Agency does not access or use the Unlimited Deployment Programs and such programs are not accessed or used for the benefit of the

Parent Agency.

In the event that You do not follow the provisions of (i) – (vi) above, the provisions of sections C.1.b and C.1.c above shall apply.

₃. Should You be dissolved or any of Your department, agencies or entities be transferred to multiple agencies, then the Certification Date shall be accelerated to thirty (30) business days after the dissolution date (the "Accelerated Certification Date"), and You and Oracle shall follow the certification process set forth in section C.1.b above. You shall not be entitled to any credit or refund as a result of such early termination of the Unlimited Deployment Period.

D. Future Purchases

1. Price Hold

a. For a period of two (2) years from the effective date of this order, You may order licenses for the Programs (and first year of Software Update License & Support (SULS) for the Programs) at the appropriate license and support fees specified on the attached **Price Hold Exhibit**, provided (i) such Programs are available in production release when ordered, and (ii) You have continuously maintained the Total Support Stream.

b. Limited Use. Any program licenses acquired pursuant to this section are limited to be used only in direct support of Your "Financial System Project."

c. All technical support for Program licenses acquired under the terms of this section shall be deemed part of the Total Support Stream.

d. Each order placed pursuant to this section will specify Oracle's delivery obligation. If the order specifies delivery, the Programs will be delivered via electronic download. If electronic download is not possible or otherwise agreed to by the parties, tangible media will be delivered. Whenever the delivery of tangible media is required, You are charged for media and the shipping terms are FCA: **Shipping Point, Pre-paid and Add.**

e. Technical Support Caps. On each order(s) placed pursuant to this section D.1, should you elect to renew SULS for the support years specified in the table below, the annual fee for SULS for the applicable period will not increase by more than the percentages stated in the following table over the prior year's fee:

First Day of Technical Support is Between:	Not to Exceed Annual Increase Over Prior Year's SULS Fee
August 28, 2016 – August 27, 2017	0%
** August 28, 2017 – August 27, 2018	0%
*** August 28, 2018 – August 27, 2025	Pursuant to then-current Oracle technical support policies

** All technical support services ordered between August 28, 2017 and August 27, 2018 will be pro-rated to an end date of August 27, 2018 (for support period and technical support fee).

*** You agree and acknowledge that the parties have not agreed to any technical support caps for program license(s) acquired pursuant to this section D.1 for annual renewal years that commence between August 29, 2018 and August 27, 2025. Annual technical support fees for program license(s) acquired ursuant to this section D.1 for the annual renewal years that commence between August 29, 2018 and August 27, 2025 shall be calculated according to ₃en-current Oracle technical support policies.

2. Expansion of Enterprise Programs

a. If You exceed Your licensed quantity You must order the Programs (and first year SULS for the Programs) at the appropriate license and support fees specified on the attached **Expansion Exhibit**. The number of additional Program licenses to be ordered shall be equal to the actual number of Enterprise Employees or the actual dollar amount of Enterprise $M in Operating Budget as of the order date less the total number of licensed quantity (under this order or other orders) rounded up to the next increment on the attached Expansion Exhibit.

b. Oracle has no delivery obligation for Program licenses ordered pursuant to this section.

c. The license definitions and program specific terms contained in the **Oracle License Definitions and Rules Exhibit** of this order will apply to Program licenses ordered pursuant to this section.

E. Other

1. Technical Support Cap

a. Notwithstanding anything to the contrary in the Master Agreement, SULS (or any successor technical support offering to SULS) for the Programs acquired under this order may be renewed annually and, if You renew such technical support, then for the first through fourth renewal years the annual fees for such technical support will not increase by more than 0% over the prior year's fees; and for the fifth through ninth renewal years the annual fees for such technical support will not increase by more than 2% over the prior year's fees. The technical support caps set forth in the preceding sentence are granted, provided that, (i) with respect to each technical support renewal year that occurs during the Unlimited Deployment Period, You renew the Total Support Stream, and (ii) with respect to each technical support renewal year that occurs after the end of the Unlimited Deployment Period, You renew the total technical support due under this order for the same number of licenses for the same Programs as the previous year.

b. For the purposes of the first renewal year, the amount of the prior year's fees is equal to $1,645,768.27.

c. Notwithstanding anything to the contrary in this section, the technical support fees owed by You for the Program licenses acquired under this order may increase as a result of Your reorganization in accordance with section C.2 of this order, and/or the purchase of Program licenses under section D.1 of this order.

2. Accessibility

As of April 27, 2015, the Oracle products being provided under this order are, at the time of delivery, capable of providing comparable access to individuals with disabilities consistent with the applicable provisions of the Architectural and Transportation Barriers Compliance Board standards set out in 36 CFR Part 1194 (known as "Section 508"), in effect as of the date of this order, and the Web Content Accessibility Guidelines (WCAG) version 1.0 level AA, subject to the comments and exceptions (if any) noted on the applicable Voluntary Product Accessibility Templates (VPATs) (available at www.oracle.com/us/corporate/accessibility) for each Oracle product, when they are used in accordance with Oracle's associated documents and other written information, and provided that any assistive technologies and any other products used with them properly interoperate with them. For the product "User Productivity Kit" (UPK), these statements only apply to the typical content deployed using the HTML Web Site style published by UPK; this information does not apply to other deployment formats (such as UPK Player) or the authoring application (UPK Developer.) No other terms, conditions,

statements or any other such representations regarding or related to accessibility shall apply to the Oracle products provided under this order.

Notwithstanding the above, Oracle cannot make any representations regarding the accessibility status of the following products:

- Oracle Enterprise Asset Management Analytics
- Oracle Audit Vault and Database Firewall
- Oracle Audit Vault and Database Firewall
- Oracle Management Pack for Oracle Data Integrator
- Oracle WebCenter Sites
- Oracle WebCenter Sites Mobile Option
- Oracle WebCenter Adapter for Microsoft SharePoint for WebCenter Sites
- Oracle WebCenter Adapter Framework for Enterprise Application Adapter Framework
- Oracle Functional Testing Suite for Oracle Applications
- Oracle Load Testing Suite for Oracle Applications
- Oracle Enterprise Governance, Risk, and Compliance Manager
- Oracle Fusion Governance, Risk, and Compliance Intelligence
- Oracle Big Data Discovery
- Oracle Endeca Information Discovery Integrator

Nonetheless, Oracle cannot make any commitments about future product directions, including plans to address accessibility or the availability of VPATs. Product direction remains at the sole discretion of Oracle.

Oracle makes no representations regarding the accessibility status of the following product that is developed by a third party company:

- Micro Focus International Ltd. Server Express COBOL for UNIX
- Oracle WebCenter Forms Recognition

City and County of San Francisco Office of the Controller	Oracle America, Inc.
Signature _____	**Signature** _____
Name _____	**Name** _____
Title _____	**Title** _____
Signature Date _____	**Signature Date** _____
Effective Date (to be completed by Oracle) _____	

Appendix A

CERTIFICATE OF ELECTRONIC DELIVERY

This Certificate of Electronic Delivery for ordering document is executed as of the effective date set forth below by **City and County of San Francisco Office of Controller** ("You") and relates to the electronic delivery of certain software programs provided by Oracle America, Inc. ("Oracle"). This Certificate of Electronic Delivery for ordering document shall be governed by the terms of the Oracle Master Agreement, dated _____, and all amendments and addenda thereto (the "Master Agreement," Oracle reference number: US-GMA-298554).

As of the date of this Certificate of Electronic Delivery for ordering document, You agree that Oracle has provided You with an Internet URL through which You can download all the programs provided in the ordering document between Oracle and You dated _____. [to be completed by Oracle] You will have 60 days from the effective date of the ordering document to complete Your download of the programs provided.

You agree that Oracle has completed all of the delivery responsibilities required by the ordering document and the Master Agreement and no additional shipment of the programs on tangible media (CD's, Disks, Tapes, etc.) shall be provided or is required.

The effective date of this Certificate of Electronic Delivery for ordering document is _____. [to be completed by Oracle]

City and County of San Francisco Office of the Controller

Signature: _____

Name: _____

Title: _____

EXPANSION EXHIBIT

Program Description	License Type / Metric	Incremental Quantity	Incremental Net License Fees	Incremental Net SULS Fees
• PeopleSoft Enterprise Financials • PeopleSoft Enterprise Purchasing • PeopleSoft Enterprise Contracts • PeopleSoft Enterprise Project Costing • PeopleSoft Enterprise Inventory • PeopleSoft Mobile Inventory Management • PeopleSoft Enterprise Grants • PeopleSoft Enterprise Strategic Sourcing • PeopleSoft Enterprise eSupplier Connection • PeopleSoft Enterprise Supplier Contract Management • Oracle Financial Analytics Fusion Edition • Oracle Procurement and Spend Analytics, Fusion Edition • Oracle Project Analytics • Oracle Enterprise Asset Management Analytics	Enterprise $M in Operating Budget Perpetual	1,020	385,840.53	84,884.92
• Oracle Human Resources Analytics Fusion Edition	Enterprise Employee Perpetual	3,200	22,319.62	4,910.32

Appendix A

PRICE HOLD EXHIBIT

Program Description	Quantity	Net License Fees	Net SULS Fees
cle Real Application Testing - Processor Perpetual	1	4,025.00	885.50
ᴜracle Advanced Compression - Processor Perpetual	1	4,025.00	885.50
Oracle Spatial and Graph - Processor Perpetual	1	6,125.00	1,347.50
Oracle Data Masking and Subsetting Pack - Processor Perpetual	1	4,025.00	885.50
Oracle Cloud Management Pack for Oracle Database - Processor Perpetual	1	2,625.00	577.50
Oracle Audit Vault and Database Firewall - Processor Perpetual	1	2,100.00	462.00
Oracle WebLogic Suite - Processor Perpetual	1	15,750.00	3,465.00
Oracle WebLogic Server Enterprise Edition - Processor Perpetual	1	8,750.00	1,925.00
Oracle Data Integrator Enterprise Edition - Processor Perpetual	1	10,500.00	2,310.00
Oracle Data Integration Suite - Processor Perpetual	1	24,500.00	5,390.00
Oracle GoldenGate for Mainframe - Processor Perpetual	1	35,000.00	7,700.00
Oracle SOA Suite for Oracle Middleware - Processor Perpetual	1	20,125.00	4,427.50
Oracle Unified Business Process Management Suite - Processor Perpetual	1	20,125.00	4,427.50
Oracle WebLogic Server Management Pack Enterprise Edition - Processor Perpetual	1	4,200.00	924.00
Oracle SOA Management Pack Enterprise Edition - Processor Perpetual	1	8,750.00	1,925.00
Oracle Management Pack for Oracle Coherence - Processor Perpetual	1	1,225.00	269.50
Oracle Management Pack for Oracle GoldenGate - Processor Perpetual	1	1,225.00	269.50
Oracle Cloud Management Pack for Oracle Fusion Middleware - Processor Perpetual	1	2,625.00	577.50
Oracle Management Pack for Oracle Data Integrator - Processor Perpetual	1	2,415.00	531.30
Oracle GoldenGate Application Adapters for Base24 - Processor Perpetual	1	7,000.00	1,540.00
Oracle WebCenter Portal - Processor Perpetual	1	43,750.00	9,625.00
Oracle WebCenter Content - Processor Perpetual	1	60,375.00	13,282.50
Oracle WebCenter Sites - Processor Perpetual	1	35,000.00	7,700.00
Oracle WebCenter Imaging - Processor Perpetual	1	32,200.00	7,084.00
Oracle WebCenter Forms Recognition - Processor Perpetual	1	35,000.00	7,700.00
Oracle WebCenter Enterprise Capture - Processor Perpetual	1	21,000.00	4,620.00
Oracle WebCenter Sites Mobile Option - Processor Perpetual	1	7,000.00	1,540.00
Oracle WebCenter Applications Adapter for Oracle E-Business Suite - Processor Perpetual	1	7,000.00	1,540.00
Oracle WebCenter Adapter for Microsoft SharePoint for WebCenter Sites - Processor Perpetual	1	4,025.00	885.50
Oracle WebCenter Adapter Framework for Enterprise Application Adapter Framework - Processor Perpetual	1	4,025.00	885.50
ᴜcle Management Pack for WebCenter - Processor Perpetual	1	4,200.00	924.00
ᴜpleSoft Enterprise Treasury - Application User Perpetual	1	10,148.25	2,232.62
PeopleSoft Enterprise eSettlements - Application User Perpetual	1	682.50	150.15
PeopleSoft Enterprise Transaction Billing Processor - Application User Perpetual	1	558.25	122.82
PeopleSoft Enterprise Expenses - Expense Report Perpetual	1	2.10	0.46
PeopleSoft Enterprise Program Management - Application User Perpetual	1	1,013.25	222.92
PeopleSoft Enterprise Resource Management - Application User Perpetual	1	1,223.25	269.12
PeopleSoft Enterprise Order Management - Application User Perpetual	1	1,785.00	392.70
PeopleSoft Enterprise Services Procurement - Application User Perpetual	1	1,048.25	230.62
PeopleSoft Enterprise eProcurement - Application User Perpetual	1	28.00	6.16
PeopleSoft Enterprise IT Asset Management - Application User Perpetual	1	369.25	81.24
PeopleSoft Enterprise Maintenance Management - Application User Perpetual	1	1,608.25	353.82
PeopleSoft Enterprise Real Estate Management - Application User Perpetual	1	1,608.25	353.82
PeopleSoft Enterprise Self-Service Work Requests - Application User Perpetual	1	201.25	44.28
Oracle Utilities Customer Care and Billing Integration to PeopleSoft Enterprise Financials for General Ledger and Accounts Payable - Processor Perpetual	1	12,250.00	2,695.00
Oracle Functional Testing Suite for Oracle Applications - Named User Plus Perpetual	1	4,200.00	924.00
Oracle Load Testing Suite for Oracle Applications - Named User Plus Perpetual	1	43.75	9.63
PeopleSoft Enterprise UPK Order Management (over 4K employees and/or over $1 billion in revenue) - UPK Module Perpetual	1	12,250.00	2,695.00
Oracle User Productivity Kit Professional - UPK Developer Perpetual	1	6,125.00	1,347.50
Oracle Advanced Controls for PeopleSoft - Monitored user Perpetual	1	735.00	161.70
Oracle Enterprise Governance, Risk, and Compliance Manager - Application User Perpetual	1	1,748.25	384.62
Oracle Fusion Governance, Risk, and Compliance Intelligence - Application User Perpetual	1	1,608.25	353.82
Oracle Hyperion Financial Close Suite - Application User Perpetual	1	5,248.25	1,154.62
Oracle Hyperion Planning Plus - Application User Perpetual	1	1,225.00	269.50
Oracle Hyperion Public Sector Planning and Budgeting - Application User Perpetual	1	700.00	154.00
Oracle Supply Chain and Order Management Analytics Fusion Edition - Application User Perpetual	1	2,030.00	446.60
Oracle UPK for Hyperion Planning Plus (over 4K employees and/or over $1 billion in revenue) - UPK Module Perpetual	1	24,500.00	5,390.00
Oracle Big Data Discovery - Processor Perpetual	1	17,500.00	3,850.00
ᴂcle Big Data Discovery - Named User Plus Perpetual	1	7,000.00	1,540.00
ᴂacle Business Intelligence Foundation Suite - Named User Plus Perpetual	1	1,286.25	282.98
Oracle Business Intelligence Foundation Suite - Processor Perpetual	1	105,000.00	23,100.00

Appendix A

Program Description	Quantity	Net License Fees	Net SULS Fees
Oracle Business Intelligence Management Pack - Named User Plus Perpetual	1	80.50	17.71
Oracle Business Intelligence Management Pack - Processor Perpetual	1	4,025.00	885.50
Oracle Business Intelligence Mobile - Named User Plus Perpetual	1	126.00	27
Oracle Business Intelligence Suite Enterprise Edition Plus - Processor Perpetual	1	77,437.50	17,036..
Oracle Business Intelligence Suite Enterprise Edition Plus - Named User Plus Perpetual	1	700.00	154.00
Oracle Data Integrator for Oracle Business Intelligence - Named User Plus Perpetual	1	241.50	53.13
Oracle Data Integrator for Oracle Business Intelligence - Processor Perpetual	1	8,050.00	1,771.00
Oracle Endeca Information Discovery Integrator - Named User Plus Perpetual	1	241.50	53.13
Oracle Endeca Information Discovery Integrator - Processor Perpetual	1	8,050.00	1,771.00
Oracle Essbase Plus - Named User Plus Perpetual	1	1,015.00	223.30
Oracle Data Relationship Management - Record Perpetual	1	5.60	1.23
Oracle Data Relationship Steward - Application User Perpetual	1	2,030.00	446.60
Oracle Data Relationship Governance - Application User Perpetual	1	1,750.00	385.00
Oracle Data Relationship Management Read Only Access - Record Perpetual	1	1.40	0.31
Oracle Hyperion Financial Data Quality Management, Enterprise Edition - Application User Perpetual	1	1,015.00	223.30
Oracle Hyperion Financial Data Quality Management, Enterprise Edition Adapter Suite - Application User Perpetual	1	210.00	46.20
Oracle Essbase Plus - Processor Perpetual	1	48,300.00	10,626.00

Appendix A

Oracle License Definitions and Rules Exhibit

A. Order Specific License Definitions and Rules

.med User Plus / Named User: is defined as an individual authorized by You to use the Programs which are installed on a single server or multiple ⌐ervers, regardless of whether the individual is actively using the Programs at any given time. All of the remaining provisions of this definition apply only with respect to Named User Plus licenses, and not to Named User licenses. A non human operated device will be counted as a named user plus in addition to all individuals authorized to use the Programs, if such devices can access the Programs. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end. Automated batching of data from computer to computer is permitted. You are responsible for ensuring that the named user plus per processor minimums are maintained for the Programs contained in the user minimum table in the licensing rules section; the minimums table provides for the minimum number of named users plus required and all actual users must be licensed.

For the purposes of the following Programs: Configuration Management Pack for Applications, System Monitoring Plug-in for Non Oracle Databases, System Monitoring Plug-in for Non Oracle Middleware, Management Pack for Non-Oracle Middleware and Management Pack for WebCenter Suite, only the users of the Program that is being managed/monitored are counted for the purpose of determining the number of Named User Plus licenses required.

With respect to the following Programs: Load Testing, Load Testing Developer Edition, Load Testing Accelerator for Web Services, Load Testing Accelerator for Oracle Database, Load Testing Suite for Oracle Applications and Oracle Test Starter Kit for Utilities (Load Testing), each emulated human user and non human operated device shall be considered as a virtual user and shall be counted for the purpose of determining the number of Named User Plus licenses required.

For the purposes of the following Programs: Data Masking and Subsetting Pack and Data Masking and Subsetting Pack for Non-Oracle Databases, only (a) the users of the database servers where masked data or data subsets originate and (b) the users of the database servers performing the masking or subsetting operations (via GUI or command line) must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Application Management Suite for Oracle E-Business Suite, Application Management Suite for PeopleSoft, Application Management Suite for Siebel, Application Management Suite for JD Edwards EnterpriseOne, Real User Experience Insight and Application Replay Pack, all users of the respective managed application Program must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Oracle GoldenGate, only (a) the users of the Oracle database from which You capture data and (b) the users of the Oracle database where You will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Oracle GoldenGate for Big Data, only the users of the source Oracle or non Oracle database(s) from which You capture data must be counted for the purpose of determining the number of licenses required. For multiple source databases, all users for all sources must be counted.

For the purposes of the following Programs: Oracle GoldenGate for Mainframe and Oracle GoldenGate for Teradata Replication Services, only (a) the users of the database from which You capture data and (b) the users of the database where You will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Oracle GoldenGate for Non Oracle Database only (a) the users of the Non Oracle database from which You ⌐ture data and (b) the users of the Non Oracle database where You will apply the data must be counted for the purpose of determining the number of ⌐nses required.

For the purposes of the following Programs: Data Integrator Enterprise Edition and Data Integrator Enterprise Edition for Oracle Applications, only the users that are running or accessing the data transformation processes must be counted for determining the number of licenses required.

For the purposes of the following Programs: Oracle Mobile Client Runtime and Application Development Framework Mobile, only the end users of each Application Developed must be counted for the purposes of determining the number of licenses required, regardless of the choice of the mobile application development tool or the framework used to build the Application Developed.

1, 2, 3, 4, 5 Year Terms: A Program license specifying a 1, 2, 3, 4 or 5 Year Term shall commence on the effective date of the order and shall continue for the specified period. At the end of the specified period the Program license shall terminate.

Enterprise Employee: is defined as Net Funded Positions reflected in the City and County of San Francisco fiscal year adopted budget (under the City and County of San Francisco Budget and Appropriation Ordinance), as applicable solely to the Oracle Human Resources Analytics Fusion Edition - Enterprise Employee Perpetual program acquired under this order or under the terms of section D.1 (Price Hold) of this order. The quantity of the licenses required is determined by the number of Enterprise Employees and not the actual number of users. In addition, if You elect to outsource any business function(s) to another company, the following must be counted for purposes of determining the number of Enterprise Employees: all of the company's full-time employees, part-time employees, temporary employees, agents, contractors and consultants that (i) are providing the outsourcing services and (ii) have access to, use, or are tracked by the Programs. The value of these Program licenses is determined by the number of Enterprise Employees. For these Program licenses, the licensed quantity purchased must, at a minimum be equal to the number of Enterprise Employees as of the effective date of Your order. If at any time the number of Enterprise Employees exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the number of Enterprise Employees is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the number of Enterprise Employees. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise Employees as of such date.

Enterprise $M Operating Budget: is defined as one million U.S. Dollars ($1,000,000) of Your Net Regular Expenditures reflected in the City and County of San Francisco fiscal year adopted budget (under the City and County of San Francisco Budget and Appropriation Ordinance). The value of these Program licenses is determined by the amount of Enterprise $M in Operating Budget. For these Program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Enterprise $M in Operating Budget as of the effective date of Your order. If at any time the amount of Enterprise $M in Operating Budget exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise $M in Operating Budget is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise $M in Operating Budget. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise $M in Operating Budget as of such date.

Term Designation: If Your Program license does not specify a term, the Program license is perpetual and shall continue unless terminated as otherwise ⌐rovided in the Master Agreement.

⌐pplication User: is defined as an individual authorized by You to use the applicable licensed application Programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the Programs at any given time. If You license the Oracle Self Service Work Request option in conjunction with Oracle Enterprise Asset Management, You are required to maintain licenses for the equivalent number of Application Users licensed and You are granted unlimited access to initiate work requests, view work request status and view scheduled completion dates for Your

entire employee population. Application Users licensed for Oracle Order Management are allowed to manually enter orders directly into the Programs but any orders entered electronically from other sources must be licensed separately. For Oracle Sourcing, Oracle Fusion Sourcing, Oracle iSupplier Portal, Oracle Fusion Supplier Portal, Oracle Services Procurement, PeopleSoft eSupplier Connection, PeopleSoft Strategic Sourcing and JD Edwards Supplier Self Service Programs, use by Your external suppliers is included with Your application user licenses. For the purposes of the Oracle Financial Services Operational Risk Solution Program, employees who are just contributing information to the Program via the applicable user interface shall not be counted as application users.

Expense Report: is defined as the total number of expense reports processed by Internet Expenses during a 12 month period. You may not exceed the licensed number of expense reports during any 12 month period.

UPK Developer: is defined as an individual authorized by You to use the Programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the Programs at any given time. UPK Developers may create, modify, view and interact with simulations and documentation.

UPK Module: is defined as the functional software component described in the product documentation.

Oracle Financing Contract: is a contract between You and Oracle (or one of Oracle's affiliates) that provides for payments over time of some or all of the sums due under Your order.

Technical Reference Manuals ("TRMs"): are Oracle's confidential information. You shall use the TRMs solely for Your internal data processing operations for purposes of: (a) implementing applications Programs, (b) interfacing other software and hardware systems to the applications Programs and (c) building extensions to applications Programs. You shall not disclose, use or permit the disclosure or use by others of the TRMs for any other purpose. You shall not use the TRMs to create software that performs the same or similar functions as any of Oracle products. You agree: (a) to exercise either at least the same degree of care to safeguard the confidentiality of the TRMs as You exercise to safeguard the confidentiality of Your own most important confidential information or a reasonable degree of care, whichever is greater; (b) to maintain agreements with Your employees and agents that protect the confidentiality and proprietary rights of the confidential information of third parties such as Oracle and instruct Your employees and agents of these requirements for the TRMs; (c) restrict disclosure of the TRMs to those of Your employees and agents who have a "need to know" consistent with the purposes for which such TRMs were disclosed; (d) maintain the TRMs at all times on Your premises; and (e) not to remove or destroy any proprietary or confidential legends or markings placed upon the TRMs. Oracle shall retain all title, copyright and other proprietary rights in the TRMs. TRMs are provided to You "as-is" without any warranty of any kind. Upon termination, You shall cease using, and shall return or destroy, all copies of the applicable TRMs.

Processor: shall be defined as all processors where the Oracle Programs are installed and/or running. Programs licensed on a processor basis may be accessed by Your internal users (including agents and contractors) and by Your third party users. The number of required licenses shall be determined by multiplying the total number of cores of the processor by a core processor licensing factor specified on the Oracle Processor Core Factor Table which can be accessed at http://oracle.com/contracts. All cores on all multicore chips for each licensed Program are to be aggregated before multiplying by the appropriate core processor licensing factor and all fractions of a number are to be rounded up to the next whole number. When licensing Oracle Programs with Standard Edition One or Standard Edition in the product name (with the exception of Java SE Support, Java SE Advanced, and Java SE Suite), a processor is counted equivalent to an occupied socket; however, in the case of multi-chip modules, each chip in the multi-chip module is counted as one occupied socket.

For example, a multicore chip based server with an Oracle Processor Core Factor of 0.25 installed and/or running the Program (other than Standard Edition One Programs or Standard Edition Programs) on 6 cores would require 2 processor licenses (6 multiplied by a core processor licensing factor of .25 equals 1.50, which is then rounded up to the next whole number, which is 2). As another example, a multicore server for a hardware platform not specified in the Oracle Processor Core Factor Table installed and/or running the Program on 10 cores would require 10 processor licenses (10 multiplied by a core processor licensing factor of 1.0 for 'All other multicore chips' equals 10).

For the purposes of the following Program: Healthcare Transaction Base, only the processors on which Internet Application Server Enterprise Edition and Healthcare Transaction Base Programs are installed and/or running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: iSupport, iStore and Configurator, only the processors on which Internet Application Server (Standard Edition and/or Enterprise Edition) and the licensed Program (e.g., iSupport, iStore and/or Configurator) are running must be counted for the purpose of determining the number of licenses required for the licensed Program; under these licenses You may also install and/or run the licensed Program on the processors where a licensed Oracle Database (Standard Edition and/or Enterprise Edition) is installed and/or running.

For the purposes of the following Programs: Configuration Management Pack for Applications, System Monitoring Plug-in for Non Oracle Databases, System Monitoring Plug-in for Non Oracle Middleware, Management Pack for Non-Oracle Middleware and Management Pack for WebCenter Suite, only the processors on which the Program that is being managed/monitored are running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Data Masking and Subsetting Pack and Data Masking and Subsetting Pack for Non-Oracle Databases, only (a) the processors running the database servers where masked data or data subsets originate and (b) the processors running the database servers performing the masking or subsetting operations (via GUI or command line) must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Application Management Suite for Oracle E-Business Suite, Application Management Suite for PeopleSoft, Application Management Suite for Siebel, Application Management Suite for JD Edwards EnterpriseOne, Application Management Pack for Utilities and Application Management Pack for Taxation and Policy Management, all processors on which the middleware and/or database software that support the respective managed application Program are running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Application Replay Pack and Real User Experience Insight, all processors on which the middleware software that supports the respective managed application Program are running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Informatica PowerCenter and PowerConnect Adapters, and Application Adapter for Warehouse Builder for PeopleSoft, Oracle E-Business Suite, Siebel, and SAP, only the processor(s) on which the target database is running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Data Integrator Enterprise Edition, Data Integrator Enterprise Edition for Oracle Applications, Data Integrator and Application Adapter for Data Integration and Application Adapters for Data Integration, only the processor(s) where the data transformation processes are executed must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: In-Memory Database Cache, only the processors on which the Times Ten In-Memory Database component of the In-Memory Database Cache Program is installed and/or running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Oracle GoldenGate, only (a) the processors running the Oracle database from which You capture data and (b)

the processors running the Oracle database where You will apply the data must be counted for the purpose of determining the number of licenses required.

⌐or the purposes of the following Programs: Oracle GoldenGate for Mainframe and Oracle GoldenGate for Teradata Replication Services, only (a) the ocessors running the database from which You capture data and (b) the processors running the database where You will apply the data must be ⌐ounted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Oracle GoldenGate for Non Oracle Database, only (a) the processors running the non Oracle database from which You capture data and (b) the processors running the non Oracle database where You will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Oracle GoldenGate Application Adapters and Oracle GoldenGate for Big Data, only the processors running the source Oracle or non Oracle database(s) from which You capture data must be counted for the purpose of determining the number of licenses required. For multiple source databases, all processors for all sources must be counted.

For the purposes of the following Program: Audit Vault and Database Firewall, only the processors of the sources which are protected, monitored or audited must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Oracle ATG Web Commerce Search, only the processors on which queries are processed must be counted. You do not need to count processors on which the Program is running for indexing content in configured content sources as long as the foregoing is the only use of the Program on all the processors installed in a given server

1 Year Subscription: A Program license specifying a 1 Year Subscription shall commence on the effective date of the order and shall continue for a period of 1 year. At the end of the 1 year the Program license shall terminate.

Applications National Language Support (NLS) Supplement Media Packs: Please be advised that only a subset of the products included on an Applications NLS Supplement Media Pack have been translated. For existing supported customers, My Oracle Support has information on which products have been translated for the supported languages (https://support.oracle.com). For new or unsupported customers, please contact Your Oracle Account Manager for this information.

B. Licensing Rules for Oracle Technology Programs and Oracle Business Intelligence

Failover: Subject to the conditions that follow below, Your license for the Programs listed on the US Oracle Technology Price List, which may be accessed at http://www.oracle.com/us/corporate/pricing/price-lists/index.html, includes the right to run the licensed Program(s) on an unlicensed spare computer in a failover environment for up to a total of ten separate days in any given calendar year (for example, if a failover node is down for two hours on Tuesday and three hours on Friday, it counts as two days). The above right only applies when a number of machines are arranged in a cluster and share one disk array. When the primary node fails, the failover node acts as the primary node. Once the primary node is repaired, You must switch back to the primary node. Once the failover period has exceeded ten days, the failover node must be licensed. In addition, only one failover node per clustered environment is at no charge for up to ten separate days even if multiple nodes are configured as failover. Downtime for maintenance purposes counts towards the ten separate days limitation. When licensing options on a failover environment, the options must match the number of licenses of the associated database. Additionally, when licensing by Named User Plus, the user minimums are waived on one failover node only. Any use beyond the ⌐ght granted in this section must be licensed separately. In a failover environment, the same license metric must be used for the production and failover ⌐des when licensing a given clustered configuration.

Testing: For the purpose of testing physical copies of backups, Your license for the Oracle Database (Enterprise Edition, Standard Edition or Standard Edition One) includes the right to run the database on an unlicensed computer for up to four times, not exceeding 2 days per testing, in any given calendar year. The aforementioned right does not cover any other data recovery method - such as remote mirroring - where the Oracle Program binary files are copied or synchronized.

C. You are responsible for ensuring that these restrictions are not violated:

Programs that contain "for Oracle Applications" in the Program name are limited use Programs. These limited use Programs may only be used with "eligible" Oracle application Programs that contain the following prefixes in the Program name: Oracle Fusion, Oracle Communications*, Oracle Documaker, Oracle Endeca*, Oracle Knowledge, Oracle Media, Oracle Retail*, Oracle Enterprise Taxation*, Oracle Tax, Oracle Utilities*, Oracle Financial Services*, Oracle FLEXCUBE, Oracle Reveleus, Oracle Mantas, Oracle Healthcare*, Oracle Health Sciences, Oracle Argus, Oracle Legal, Oracle Insurance, Oracle Primavera, Oracle Hospitality, Oracle XBRi, and Oracle Relate. For those prefixes designated above with a "*" not all Programs with that prefix are eligible for use with the "for Oracle Applications" limited use Programs. For a list of excluded Programs please review the Applications Licensing Table, which may be accessed at http://oracle.com/contracts. Notwithstanding anything above, Oracle Business Intelligence Suite Enterprise Edition Plus for Oracle Applications may only be used with "eligible" Oracle application Programs that contain "Oracle Fusion Human Capital Management" as a prefix in the Program name provided that the Oracle Fusion Human Capital Management Programs are the only Programs configured to run against the database instance Oracle Business Intelligence Foundation Suite for Oracle Applications may also be used with the Oracle Product Information Management Analytics, Fusion Edition, Oracle Customer Data Management Analytics, Fusion Edition and Oracle Product Lifecycle Analytics Programs. Oracle Business Intelligence Foundation Suite for Oracle Applications may also be used with the following Programs provided that the Oracle Fusion Applications are the only data source: Oracle Sales Analytics, Fusion Edition; Oracle Partner Analytics, Fusion Edition; Oracle Supply Chain and Order Management Analytics; Oracle Financial Analytics, Fusion Edition; Oracle Procurement and Spend Analytics, Fusion Edition; Oracle Human Resources Analytics, Fusion Edition and Oracle Project Analytics. Any use of limited use Programs containing "for Oracle Applications" by other Oracle applications or third party applications is not permitted.

The number of Hyperion Program option licenses must match the number of licenses of the associated Hyperion Program.

If You purchase Named User Plus licenses for the Programs listed below, You must maintain the following user minimums and user maximums:

Program	Named User Plus Minimum
Oracle Database Enterprise Edition	25 Named Users Plus per Processor
NoSQL Database Enterprise Edition	25 Named Users Plus per Processor
imes Ten In-Memory Database	25 Named Users Plus per Processor
Rdb Enterprise Edition	25 Named Users Plus per Processor

Appendix A

CODASYL DBMS	25 Named Users Plus per Processor
Data Integrator Enterprise Edition	25 Named Users Plus per Processor
GoldenGate	25 Named Users Plus per Processor
GoldenGate for Non Oracle Database	25 Named Users Plus per Processor
GoldenGate for Mainframe	25 Named Users Plus per Processor
GoldenGate Veridata	25 Named Users Plus per Processor
GoldenGate for Teradata Replication Services	25 Named Users Plus per Processor
Data Integrator Enterprise Edition for Oracle Applications	25 Named Users Plus per Processor
GoldenGate for Oracle Applications	25 Named Users Plus per Processor
Endeca Discovery Foundation for Oracle Applications	25 Named Users Plus per Processor
Java SE Advanced	10 Named Users Plus per Processor
Java SE Suite	10 Named Users Plus per Processor
WebLogic Server Standard Edition	10 Named Users Plus per Processor
WebLogic Server Enterprise Edition	10 Named Users Plus per Processor
WebLogic Suite	10 Named Users Plus per Processor
Web Tier	10 Named Users Plus per Processor
Coherence Standard Edition	10 Named Users Plus per Processor
Coherence Enterprise Edition	10 Named Users Plus per Processor
Coherence Grid Edition	10 Named Users Plus per Processor
TopLink and Application Development Framework	10 Named Users Plus per Processor
GlassFish Server	10 Named Users Plus per Processor
Internet Application Server Standard Edition	10 Named Users Plus per Processor*
Internet Application Server Enterprise Edition	10 Named Users Plus per Processor*
API Gateway	10 Named Users Plus per Processor
BPEL Process Manager	10 Named Users Plus per Processor
WebLogic Integration	10 Named Users Plus per Processor
Service Registry	10 Named Users Plus per Processor
Enterprise Repository	10 Named Users Plus per Processor
Forms and Reports	10 Named Users Plus per Processor
Managed File Transfer	10 Named Users Plus per Processor
Tuxedo	10 Named Users Plus per Processor
Event Processing	10 Named Users Plus per Processor
SOA Suite for Non Oracle Middleware	10 Named Users Plus per Processor
Unified Business Process Management Suite for Non Oracle Middleware	10 Named Users Plus per Processor
Business Process Management Standard Edition	10 Named Users Plus per Processor

Application Adapters	10 Named Users Plus per Processor
Oracle E-Business Suite Adapter	10 Named Users Plus per Processor
Integration Adapter for SAP R/3	10 Named Users Plus per Processor
Integration Adapter for JD Edwards World	10 Named Users Plus per Processor
Cloud Adapters	10 Named Users Plus per Processor
B2B for RosettaNet	10 Named Users Plus per Processor
B2B for EDI	10 Named Users Plus per Processor
Healthcare Adapter	10 Named Users Plus per Processor
B2B for ebXML	10 Named Users Plus per Processor
WebCenter Suite Plus	10 Named Users Plus per Processor
WebCenter Portal	10 Named Users Plus per Processor
WebCenter Content	10 Named Users Plus per Processor
WebCenter Sites	10 Named Users Plus per Processor
WebCenter Sites Satellite Server	10 Named Users Plus per Processor
WebCenter Universal Content Management	10 Named Users Plus per Processor
WebCenter Imaging	10 Named Users Plus per Processor
WebCenter Forms Recognition	10 Named Users Plus per Processor
WebCenter Enterprise Capture	10 Named Users Plus per Processor
WebCenter Distributed Capture	10 Named Users Plus per Processor
WebCenter Real-Time Collaboration	10 Named Users Plus per Processor
WebCenter Sites Mobile Option	10 Named Users Plus per Processor
Enterprise Identity Services Suite	10 Named Users Plus per Processor
Identity Governance Suite	10 Named Users Plus per Processor
Access Management Suite Plus	10 Named Users Plus per Processor
Entitlements Server	10 Named Users Plus per Processor
Entitlements Server Security Module	10 Named Users Plus per Processor
Beehive Enterprise Collaboration Server	10 Named Users Plus per Processor

*The Named User Plus Minimum does not apply if the Program is installed on a one processor machine that allows for a maximum of one user per Program.

Program	Named User Plus Maximum
Personal Edition	1 Named User Plus per database
Business Intelligence Standard Edition One	50 Named Users Plus

If licensing by Named User Plus, the number of licenses for the Programs listed below in column A must match the number of licenses of the associated Program listed in column B. In the case where the minimum number of Named User Plus licenses are/were purchased, the number of licenses may not match due to variance in core factors between the time the respective Programs were licensed. If licensing by Processor, the number of licenses for the Programs listed below in column A must match the number of licenses of the associated Program listed in column B. In the case where the Programs are licensed at different times, the number of licenses may not match due to variance in core factors between the time the respective Programs were licensed; that case the number of cores used to determine the number of licensed processors for the Programs listed below in column A must match the number of cores used to determine the number of licensed processors of the associated Program listed in Column B. Associated Programs are those Programs being used in conjunction with the Program in Column A.

Column A	Column B
Database Enterprise Edition Options*- Multitenant, Real Application Clusters, Real Application Clusters One Node, Partitioning, OLAP, Spatial and Graph,@ Advanced Security, Label Security, Database Vault, Active Data Guard, Real Application Testing, Advanced Compression, Advanced Analytics, Database In-Memory, Retail Data Model, Communications Data Model, Airlines Data Model, Utilities Data Model **Database Enterprise Management***-Diagnostics Pack, Tuning Pack, Database Lifecycle Management Pack, Cloud Management Pack for Oracle Database	Oracle Database Enterprise Edition
RDB Server Options*- TRACE	Rdb Enterprise Edition, CODASYL DBMS
WebLogic Suite Options**- BPEL Process Manager Option, Service Bus, SOA Suite for Oracle Middleware, Unified Business Process Management Suite, WebLogic Coherence Grid Edition Option	WebLogic Suite
Application Server Enterprise Management**- WebLogic Server Management Pack Enterprise Edition, SOA Management Pack Enterprise Edition, Cloud Management Pack for Oracle Fusion Middleware, Management Pack for Oracle Data Integrator	Associated application server Program being managed by the Program in Column A.
Management Pack for Oracle Coherence**	Coherence Enterprise Edition, Coherence Grid Edition
Management Pack for Oracle GoldenGate*	GoldenGate, GoldenGate for Non Oracle Database, GoldenGate for Mainframe
Business Intelligence Server Enterprise Edition Options- Interactive Dashboard, Delivers, Answers, Office Plug-in, Reporting and Publishing	Business Intelligence Server Enterprise Edition
Business Intelligence Suite Enterprise Edition Plus Option- Business Intelligence Management Pack	Business Intelligence Suite Enterprise Edition Plus
Beehive Platform Options- Beehive Messaging, Beehive Team Collaboration, Beehive Synchronous Collaboration, Beehive Voicemail	Beehive Platform
Management Pack for Oracle Data Integrator	Data Integrator Enterprise Edition, Data Integrator and Application Adapter for Data Integration, or Oracle Data Integrator Enterprise Edition for Oracle Applications
Hyperion Financial Data Quality Management Options- Hyperion Financial Data Quality Management Adapter for Financial Management, Hyperion Financial Data Quality Management Adapter Suite, Hyperion Financial Data Quality Management Adapter for SAP	Hyperion Financial Data Quality Management
Hyperion Financial Data Quality Management for Hyperion Enterprise Option-Hyperion Financial Data Quality Management - Enterprise Edition Adapter for Financial Management, Hyperion Financial Data Quality Management – Enterprise Edition Adapter Suite, Hyperion Financial Data Quality Management – Enterprise Edition ERP Source Adapter for SAP	Hyperion Financial Data Quality Management for Hyperion Enterprise

*If licensing by Named User Plus You must maintain, at a minimum, 25 Named Users Plus per Processor per associated Program.

** If licensing by Named User Plus You must maintain, at a minimum, 10 Named Users Plus per Processor per associated Program.

D. Licensing Rules for Applications

You are responsible for ensuring compliance with the application licensing prerequisites as specified in the Applications Licensing Table, which may be accessed at http://oracle.com/contracts.

E. Licensing Rules for JD Edwards Applications

a. Your license for the program(s) may include additional license rights. Please review the additional license rights listed on the PeopleSoft / JD Edwards program table located at http://oracle.com/contracts for additional information.

b. The Programs include GNU libgmp library; copyright 1991 Free Software Foundation, Inc. This library is free software that can be modified and redistributed under the terms of the GNU Library General Public License contained in the Programs. The Programs may also contain other third party products.

c. Notwithstanding anything in the Master Agreement to the contrary, (i) the license granted herein is limited for use by the licensed number of named users for the purpose of performing compilation tasks; and (ii) only 1 instance of the Server Express for UNIX compiler may be installed per named user. The license granted herein is for use by an unlimited number of users for purposes other than performing compilation tasks, such as runtime use, and You may use any number of Application Servers in connection with PeopleSoft programs. You may only use this program with PeopleSoft and JD Edwards programs that You have licensed. "Named user" shall mean only 1 uniquely identified person having access to the program. More than one individual may not share named user profiles. Notwithstanding anything herein to the contrary: (a) this third party program is a supportable program; and

(b) technical support fees are the rates in effect at time of renewal, and are not dependent on number of employees or revenues.

F. Licensing Rules for PeopleSoft Applications

Your license for the Program(s) may include additional license rights. Please review the additional license rights listed on the PeopleSoft / JD Edwards rogram table located at http://oracle.com/contracts for additional information.

b. You may use PeopleTools – Restricted Development to develop interfaces and modifications, including creation of new application data tables, only to the PeopleSoft Enterprise Programs You have licensed. Oracle will deliver this Program to You per the delivery terms in Your order.

c. Notwithstanding anything in the Master Agreement to the contrary, (i) the license granted herein is limited for use by the licensed number of named users for the purpose of performing compilation tasks; and (ii) only 1 instance of the Server Express for UNIX compiler may be installed per named user. The license granted herein is for use by an unlimited number of users for purposes other than performing compilation tasks, such as runtime use, and You may use any number of Application Servers in connection with PeopleSoft programs. You may only use this program with PeopleSoft and JD Edwards programs that You have licensed. "Named user" shall mean only 1 uniquely identified person having access to the program. More than one individual may not share named user profiles. Notwithstanding anything herein to the contrary: (a) this third party program is a supportable program; and (b) technical support fees are the rates in effect at time of renewal, and are not dependent on number of employees or revenues.

G. Licensing Rules for Programs Licensed per UPK Module

Oracle grants to You a non-exclusive, nontransferable license for Your UPK Developer(s) to: (i) use those User Productivity Kit ("UPK") Programs licensed as UPK modules (collectively referred to as "UPK content") only as necessary to create and provide training solely for Employee and/or Application Users to use the underlying Programs for Your benefit; (ii) make an unlimited number of copies of the UPK content only as necessary to create and provide training solely to Employees and/or Application Users to use the underlying Programs for Your benefit; and (iii) develop modifications and customizations to the UPK content, if applicable, all subject to the terms and conditions set forth in the Master Agreement, provided all copyright notices are reproduced as provided on the original. You represent and warrant that You have a valid license for the underlying Program(s). You are prohibited from reselling or distributing the UPK content to any other party or using the UPK content other than as explicitly permitted in the Master Agreement. Oracle represents that the UPK content and any content created by You using the UPK content contains valuable proprietary information. Oracle retains title to all portions of the UPK content and any copies thereof. You shall use UPK content modifications created by You solely for Your internal use in accordance with the terms of the Master Agreement. You may provide access to and use of the UPK content only to those third parties that are licensed as Application Users and that: (a) provide services to You concerning Your use of the UPK content; (b) have a need to use and access the UPK content; and (c) have agreed to substantially similar non-disclosure obligations imposed by You as those contained in the Master Agreement. Application and Employee User(s) of UPK Programs may view and interact with simulations and documentation but may not create or modify simulations or documentation.

Oracle General Terms Reference:	US-GMA-298554

These General Terms (these "General Terms") are between Oracle America, Inc. ("Oracle") and the entity identified below in the signature block ("You"). To place orders subject to these General Terms, at least one Schedule (as defined below) must be incorporated into these General Terms. If a term is relevant only to a specific Schedule, that term will apply only to that Schedule if and/or when that Schedule is incorporated into these General Terms.

1. DEFINITIONS

1.1 **"Hardware"** refers to the computer equipment, including components, options and spare parts.

1.2 **"Integrated Software"** refers to any software or programmable code that is (a) embedded or integrated in the Hardware and enables the functionality of the Hardware or (b) specifically provided to You by Oracle under Schedule H and specifically listed (i) in accompanying documentation, (ii) on an Oracle webpage or (iii) via a mechanism that facilitates installation for use with Your Hardware. Integrated Software does not include and You do not have rights to (a) code or functionality for diagnostic, maintenance, repair or technical support services; or (b) separately licensed applications, operating systems, development tools, or system management software or other code that is separately licensed by Oracle. For specific Hardware, Integrated Software includes Integrated Software Options (as defined in Schedule H) separately ordered.

1.3 **"Master Agreement"** refers to these General Terms (including any amendments thereto) and all Schedule(s) incorporated into the Master Agreement (including any amendments to those incorporated Schedule(s)). The Master Agreement governs Your use of the Products and Service Offerings ordered from Oracle or an authorized reseller.

1.4 **"Operating System"** refers to the software that manages Hardware for Programs and other software.

1.5 **"Products"** refers to Programs, Hardware, Integrated Software and Operating System.

1.6 **"Programs"** refers to (a) the software owned or distributed by Oracle that You have ordered under Schedule P, (b) Program Documentation and (c) any Program updates acquired through technical support. Programs do not include Integrated Software or any Operating System or any software release prior to general availability (e.g., beta releases)

1.7 **"Program Documentation"** refers to the Program user manual and Program installation manuals. Program Documentation may be delivered with the Programs. You may access the documentation online at http://oracle.com/documentation.

1.8 **"Schedule"** refers to all Oracle Schedules to these General Terms as identified in Section 2.

1.9 **"Separate Terms"** refers to separate license terms that are specified in the Program Documentation, readmes or notice files and that apply to Separately Licensed Third Party Technology.

1.10 **"Separately Licensed Third Party Technology"** refers to third party technology that is licensed under Separate Terms and not under the terms of the Master Agreement.

1.11 **"Service Offerings"** refers to technical support, education, hosted/outsourcing services, cloud services, consulting, advanced customer support services, or other services which You have ordered. Such Service Offerings are further described in the applicable Schedule.

1.12 **"You"** and **"Your"** refers to the entity that has executed these General Terms.

2. MASTER AGREEMENT TERM AND APPLICABLE SCHEDULES

Orders may be placed under the Master Agreement for five years from the Effective Date (indicated below in Section 17). As of the Effective Date, the following Schedules are incorporated into the Master Agreement: ~~(example)~~ Schedule P – Program ~~and Schedule H – Hardware.~~

The Schedules set forth terms and conditions that apply specifically to certain types of Oracle offerings which may be different than, or in addition to, these General Terms.

3. SEGMENTATION

The purchase of any Products and related Service Offerings or other Service Offerings are all separate offers and separate from any other order for any Products and related Service Offerings or other Service Offerings You may receive or have received from Oracle. You understand that You may purchase any Products and related Service Offerings or other Service Offerings independently of any other Products or Service Offerings. Your obligation to pay for (a) any Products and related Service Offerings is not contingent on performance of any other Service Offerings or delivery of any other Products or (b) other Service Offerings is not contingent on delivery of any Products or performance of any additional/other Service Offerings. You acknowledge that You have entered into the purchase without reliance on any financing or leasing arrangement with Oracle or its affiliate.

4. OWNERSHIP

Oracle or its licensors retain all ownership and intellectual property rights to the Programs, Operating System, Integrated Software and anything developed or delivered under the Master Agreement.

5. INDEMNIFICATION

5.1 To the extent not prohibited by law and subject to sections 5.5, 5.6 and 5.7 below, 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, 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, to the extent permitted by law; and
   c. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

5.2 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 license for, and require return of, the applicable Material and refund any fees the Recipient may have paid to the other party for it and, if Oracle is the Provider of an infringing Program, any unused, prepaid technical support fees You have paid to Oracle for the license of the infringing Program, if any. 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.

5.3 Notwithstanding the provisions of section 5.2 and with respect to hardware only, if the Provider believes or it is determined that the hardware (or portion thereof) may have violated a third party's intellectual property rights, the Provider may choose to either replace or modify the hardware (or portion thereof) to be non-infringing (while substantially preserving its utility or functionality) or obtain a right to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may remove the applicable hardware (or portion thereof) and refund the net book value and, if Oracle is the Provider of infringing Hardware, any unused, prepaid technical support fees You have paid to Oracle for the Hardware, if any.

5.4 In the event that the Material is Separately Licensed Third Party Technology and the associated Separate Terms do not allow termination of the license, in lieu of ending the license for the Material, Oracle may end the

license for, and require return of, the Program associated with that Separately Licensed Third Party Technology and shall refund any Program license fees You may have paid to Oracle for the Program.

5.5 Provided You are a current subscriber to Oracle technical support services for the Operating System (e.g., Oracle Premier Support for Systems, Oracle Premier Support for Operating Systems or Oracle Linux Premier Support), then for the period of time for which You were a subscriber to the applicable Oracle technical support services (a) the phrase "Material" above in section 5.1 shall include the Operating System and the Integrated Software and any Integrated Software Options that You have licensed and (b) the phrase "Program(s)" in this section 5 is replaced by the phrase "Program(s) or the Operating System or Integrated Software or Integrated Software Options (as applicable)" (i.e., Oracle will not indemnify You for Your use of the Operating System and/or Integrated Software and/or Integrated Software Options when You were not a subscriber to the applicable Oracle technical support services). Notwithstanding the foregoing, with respect solely to the Linux operating system, Oracle will not indemnify You for Materials that are not part of the Oracle Linux covered files as defined at http://www.oracle.com/us/support/library/enterprise-linux-indemnification-069347.pdf.

5.6 The Provider will not indemnify the Recipient if the Recipient alters Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of Material which was provided to the Recipient, or if the Recipient 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, data, or material not furnished by the Provider. Oracle will not indemnify You for any portion of an infringement claim that is based upon the combination of any Material with any products or services not provided by Oracle. Solely with respect to Separately Licensed Third Party Technology that is part of or is required to use a Program and that is used: (a) in unmodified form; (b) as part of or as required to use a Program; and (c) in accordance with the license grant for the relevant Program and all other terms and conditions of the Master Agreement, Oracle will indemnify You for infringement claims for Separately Licensed Third Party Technology to the same extent as Oracle is required to provide infringement indemnification for the Program under the terms of the Master Agreement. Oracle will not indemnify You for infringement caused by Your actions against any third party if the Program(s) as delivered to You and used in accordance with the terms of the Master Agreement would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify You for any intellectual property infringement claim(s) known to You at the time license rights are obtained.

5.7 This section provides the parties' exclusive remedy for any infringement claims or damages.

6. TERMINATION

6.1 If either of us breaches a material term of the Master 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 Master Agreement. If Oracle terminates the Master Agreement as specified in the preceding sentence, You must pay within 30 days all amounts which have accrued prior to such termination, as well as all sums remaining unpaid for Products ordered and/or Service Offerings received under the Master Agreement plus related taxes and expenses. Except for nonpayment of fees, the non-breaching 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 the Master Agreement, You may not use those Products or Service Offerings ordered.

6.2 You may terminate this Master Agreement at any time without cause by giving Oracle 30 days prior written notice of such termination. If You end this Master Agreement as specified in the preceding sentence, You agree You must pay within 30 days all amounts which have accrued prior to the end of this Master Agreement, as well as all sums remaining unpaid for Products ordered and/or Service Offerings received under this Master Agreement plus applicable related taxes and expenses (if any).

6.3 If You have used a contract with Oracle or an affiliate of Oracle to pay for the fees due under an order and You are in default under that contract, You may not use the Products and/or Service Offerings that are subject to such contract.

6.4 Provisions that survive termination or expiration are those relating to limitation of liability, infringement indemnity, payment and others which by their nature are intended to survive.

7. FEES AND TAXES; PRICING, INVOICING AND PAYMENT OBLIGATION

7.1 All fees payable to Oracle are due within 30 days from the invoice date. You agree to pay any sales, value-added or other similar taxes imposed by applicable law that Oracle must pay based on the Products and/or Service Offerings You ordered, except for taxes based on Oracle's income. Reimbursement of expenses related to the provision of any Service Offering, if any, will be addressed in the relevant ordering document and/or statement of work for such services.

7.2 You understand that You may receive multiple invoices for the Products and Service Offerings You ordered. Invoices will be submitted to You pursuant to Oracle's Invoicing Standards Policy, which may be accessed at http://oracle.com/contracts.

8. NONDISCLOSURE

8.1 By virtue of the Master Agreement, the parties may have access to information that is confidential to one another (**"Confidential Information"**). We each agree to disclose only information that is required for the performance of obligations under the Master Agreement. Confidential Information shall be limited information clearly identified as confidential at the time of disclosure.

8.2 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.

8.3 Subject to the applicable law, we each agree not to disclose each other's Confidential Information to any third party other than those 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. We may disclose Confidential Information only to those employees or agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than under the Master Agreement. Nothing shall prevent either party from disclosing the terms or pricing under the Master Agreement or orders submitted under the Master Agreement in any legal proceeding arising from or in connection with the Master Agreement or disclosing the Confidential Information to a governmental entity as required by law. In the event You receive a valid request for Oracle's Confidential Information pursuant to applicable law, You will provide Oracle with reasonable notice of such request and give Oracle an opportunity to object to or limit any such disclosure.

9. ENTIRE AGREEMENT

9.1 You agree that the Master Agreement and the information which is incorporated into the Master Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, are the complete agreement for the Products and/or Service Offerings ordered by You and supersede all prior or contemporaneous agreements or representations, written or oral, regarding such Products and/or Service Offerings.

9.2 It is expressly agreed that the terms of the Master Agreement and any Oracle order shall supersede the terms in any purchase order, procurement internet portal or any other similar non-Oracle document and no terms included in any such purchase order, portal or other non-Oracle document shall apply to the Products and/or Service Offerings ordered. In the event of inconsistencies between the terms of any Schedule and these General Terms, the Schedule shall take precedence. In the event of any inconsistencies between the terms of an order and the Master Agreement, the order shall take precedence. The Master Agreement and orders may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online through the Oracle Store by authorized representatives of You and of Oracle. Any notice required under the Master Agreement shall be provided to the other party in writing.

10. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. ORACLE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THE MASTER AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID ORACLE UNDER THE SCHEDULE GIVING RISE TO THE LIABILITY, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF PRODUCTS OR SERVICE OFFERINGS, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID ORACLE FOR THE DEFICIENT PRODUCT OR SERVICE OFFERINGS GIVING RISE TO THE LIABILITY.

11. EXPORT

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Products. You agree that such export laws govern Your use of the Products (including technical data) and any Service Offerings deliverables provided under the Master 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, Product and/or materials resulting from Service Offerings (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.

12. FORCE MAJEURE

Neither of us 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 cancellation of any export, import or other license); 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 Service Offerings 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 Products and Service Offerings ordered or delivered.

13. GOVERNING LAW AND JURISDICTION

The Master Agreement is governed by the laws of the State of California.

14. NOTICE

If You have a dispute with Oracle or if You wish to provide a notice under the Indemnification section of these General Terms, 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 City, California, United States, 94065, Attention: General Counsel, Legal Department.

15. ASSIGNMENT

You may not assign the Master Agreement or give or transfer the Programs, Operating System, Integrated Software and/or any Service Offerings or an interest in them to another individual or entity. If You grant a security interest in the Programs, Operating System, Integrated Software and/or any Service Offerings deliverables, the secured party has no right to use or transfer the Programs, Operating System, Integrated Software and/or any Service Offerings deliverables, and if You decide to finance Your acquisition of any Products and/or any Service Offerings, You will follow Oracle's policies regarding financing which are at http://oracle.com/contracts. The foregoing shall not be construed to limit the rights You may otherwise have with respect to the Linux operating system, third party technology or Separately Licensed Third Party Technology licensed under open source or similar license terms.

16. OTHER

16.1 Oracle is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between us. We each will be responsible for paying our own employees, including employment related taxes and insurance.

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

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

16.4 Products and Service Offerings deliverables 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 Products and Service Offerings deliverables in such applications.

16.5 If requested by an authorized reseller on Your behalf, You agree Oracle may provide a copy of the Master Agreement to the authorized reseller to enable the processing of Your order with that authorized reseller.

16.6 The Uniform Computer Information Transactions Act does not apply to the Master Agreement or orders placed under it.

16.7 You understand that Oracle's business partners, including any third party firms retained by You to provide consulting services, are independent of Oracle and are not Oracle's agents. Oracle is not liable for nor bound by any acts of any such business partner unless (i) the business partner is providing services as an Oracle subcontractor in furtherance of an order placed under the Master Agreement and (ii) only to the same extent as Oracle would be responsible for the performance of Oracle resources under that order.

16.8 For software (i) that is part of Programs, Operating Systems, Integrated Software or Integrated Software Options (or all four) and (ii) that You receive from Oracle in binary form and (iii) that is licensed under an open source license that gives You the right to receive the source code for that binary, You may obtain a copy of the applicable source code from https://oss.oracle.com/sources/ or http://www.oracle.com/goto/opensourcecode. If the source code for such software was not provided to You with the binary, You may also receive a copy of the source code on physical media by submitting a written request pursuant to the instructions in the "Written Offer for Source Code" section of the latter website.

17. MASTER AGREEMENT EFFECTIVE DATE

The Effective Date of the Master Agreement is _____. (DATE TO BE COMPLETED BY ORACLE)

City and County of San Francisco	Oracle America, Inc.
Signature _____	Signature _____
Name _____	Name _____
Title _____	Title _____
Signature Date _____	Signature Date _____

ORACLE

Oracle America, Inc. ("Oracle")
500 Oracle Parkway
Redwood Shores, CA 94065

Your Name:	City and County of San Francisco
General Terms Reference:	US-GMA-298554

This Public Sector Program Schedule (this "Schedule P") is a Schedule to the General Terms referenced above. The General Terms and this Schedule P, together with any other Schedules that reference the General Terms, are the Master Agreement. This Schedule P shall coterminate with the General Terms.

1. DEFINITIONS

1.1 "**Commencement Date**" refers to the date of shipment of tangible media or the effective date of the order if shipment of tangible media is not required.

1.2 Capitalized terms used but not defined in this Schedule P have the meanings set forth in the General Terms.

2. RIGHTS GRANTED

2.1 Upon the full signing of Your order by both Oracle and You, You have the non-exclusive, non-assignable, royalty free, perpetual (unless otherwise specified in the order), limited right to use the Programs and receive any Program-related Service Offerings You ordered solely for Your internal operations and subject to the terms of the Master Agreement, including the definitions and rules set forth in the order and the Program Documentation.

2.2 Upon payment for Program-related Service Offerings, You have the non-exclusive, non-assignable, royalty free, perpetual, limited right to use for Your internal operations anything developed by Oracle and delivered to You under this Schedule P ("deliverables"); however, certain deliverables may be subject to additional license terms provided in the order.

2.3 You may allow Your agents and contractors (including, without limitation, outsourcers) to use the Programs and deliverables for Your internal operations and You are responsible for their compliance with the General Terms and this Schedule P in such use. For Programs that are specifically designed to allow Your customers and suppliers to interact with You in the furtherance of Your internal business operations, such use is allowed under the General Terms and this Schedule P.

2.4 You may make a sufficient number of copies of each Program for Your licensed use and one copy of each Program media.

3. RESTRICTIONS

3.1 The Programs may contain or require the use of third party technology that is provided with the Programs. Oracle may provide certain notices to You in Program Documentation, readmes or notice files in connection with such third party technology. Third party technology will be licensed to You either under the terms of the Master Agreement or, if specified in the Program Documentation, readmes or notice files, under Separate Terms. Your rights to use Separately Licensed Third Party Technology under Separate Terms are not restricted in any way by the Master Agreement. However, for clarity, notwithstanding the existence of a notice, third party technology that is not Separately Licensed Third Party Technology shall be deemed part of the Programs and is licensed to You under the terms of the Master Agreement.

If You are permitted under an order to distribute the Programs, You must include with the distribution all such notices and any associated source code for Separately Licensed Third Party Technology as specified, in the form and to the extent such source code is provided by Oracle, and You must distribute Separately Licensed Third Party Technology under Separate Terms (in the form and to the extent Separate Terms are provided by Oracle). Notwithstanding the foregoing, Your rights to the Programs are solely limited to the rights granted in Your order.

3.2 You may not:

   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 Service Offerings 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 Program license or materials from the Service Offerings you have acquired);

c. cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the Programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by Programs);

d. disclose results of any Program benchmark tests without Oracle's prior written consent, except as required by applicable law, provided that You give Oracle prior notice and an opportunity to oppose such disclosure (unless prohibited by law).

3.3 The prohibition on the assignment or transfer of the Programs or any interest in them under section 15 of the General Terms shall apply to all Programs licensed under this Schedule P, except to the extent that such prohibition is rendered unenforceable under applicable law.

4. TRIAL PROGRAMS

You may order trial Programs, or Oracle may include additional Programs with Your order which You may use for trial, non-production purposes only. You may not use the trial Programs to provide or attend third party training on the content and/or functionality of the Programs. You have 30 days from the Commencement Date to evaluate these Programs. To use any of these Programs after the 30 day trial period, You must obtain a license for such Programs from Oracle or an authorized reseller. If You decide not to obtain a license for any Program after the 30 day trial period, You will cease using and promptly delete any such Programs from Your computer systems. Programs licensed for trial purposes are provided "as is" and Oracle does not provide technical support or offer any warranties for these Programs.

5. TECHNICAL SUPPORT

5.1 For purposes of an order, technical support consists of Oracle's annual technical support services You may have ordered from Oracle or an authorized reseller for the Programs. If ordered, annual technical support (including first year and all subsequent years) is provided under Oracle's technical support policies in effect at the time the technical support services are provided. You agree to cooperate with Oracle and provide the access, resources, materials, personnel, information and consents that Oracle may require in order to perform the technical support services. The technical support policies are incorporated in this Schedule P and are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of technical support services provided for supported Programs during the period for which fees for technical support have been paid. You should review the policies prior to entering into the order for the applicable technical support services. You may access the current version of the technical support policies at http://oracle.com/contracts.

5.2 Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with Your order may be renewed annually and, if You renew SULS for the same number of licenses for the same Programs, for the first and second renewal years the fee for SULS will not increase by more than 4% over the prior year's fees. If Your order is fulfilled by an authorized reseller, the fee for SULS for the first renewal year will be the price quoted to You by Your authorized reseller; the fee for SULS for the second renewal year will not increase by more than 4% over the prior year's fees.

5.3 If You decide to purchase technical support for any Program license within a license set, You are required to purchase technical support at the same level for all licenses within that license set. You may desupport a subset of licenses in a license set only if You agree to terminate that subset of licenses. The technical support fees for the remaining licenses will be priced in accordance with the technical support policies in effect at the time of termination. Oracle's license set definition is available in the current technical support policies. If You decide not to purchase technical support, You may not update any unsupported Program licenses with new versions of the Program.

6. PROGRAM-RELATED SERVICE OFFERINGS

In addition to technical support, You may order a limited number of Program-related Service Offerings under this Schedule P as listed in the Program-Related Service Offerings document, which is at http://oracle.com/contracts. You agree to provide Oracle with all information, access and full good faith cooperation reasonably necessary to enable Oracle to deliver these Service Offerings and You will perform the actions identified in the order as Your responsibility. If while performing these Service Offerings Oracle requires access to another vendor's products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf. Service Offerings provided may be related to Your license to use Programs owned or distributed by Oracle which You acquire under a separate order. The agreement referenced in that order shall govern Your use of such Programs.

7. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

7.1 Oracle warrants that a Program licensed to You will operate in all material respects as described in the applicable Program Documentation for a period of one year after delivery (i.e., via physical shipment or electronic download). You must notify Oracle of any Program warranty deficiency within one year after delivery. Oracle also warrants that technical support services and Program-related Service Offerings (as referenced in section 6 above) ordered and provided under this Schedule P will be provided in a professional manner consistent with industry standards. You must notify Oracle of any technical support service or Program-related Service Offerings warranty deficiencies within 90 days from performance of the deficient technical support service or Program-related Service Offerings.

7.2 ORACLE DOES NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT ORACLE WILL CORRECT ALL PROGRAM ERRORS.

7.3 FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE: (A) THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE ERRORS OF THE APPLICABLE PROGRAM LICENSE IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END YOUR PROGRAM LICENSE AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE PROGRAM LICENSE AND ANY UNUSED, PREPAID TECHNICAL SUPPORT FEES YOU HAVE PAID FOR THE PROGRAM LICENSE; OR (B) THE REPERFORMANCE OF THE DEFICIENT PROGRAM-RELATED SERVICE OFFERINGS; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE DEFICIENT PROGRAM-RELATED SERVICE OFFERINGS AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE DEFICIENT PROGRAM-RELATED SERVICE OFFERINGS.

7.4 TO THE EXTENT NOT PROHIBITED BY LAW, THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. **AUDIT**

Upon 45 days written notice, Oracle may audit Your use of the Programs. 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 Programs in excess of Your license rights. If You do not pay, Oracle can end (a) Program-related Service Offerings (including technical support), (b) Program licenses ordered under this Schedule P and related agreements and/or (c) the Master Agreement. You agree that Oracle shall not be responsible for any of Your costs incurred in cooperating with the audit.

9. **ORDER LOGISTICS**

9.1 Delivery and Installation

9.1.1 You are responsible for installation of the Programs unless the Programs have been pre-installed by Oracle on the Hardware You are purchasing under the order or unless You purchase installation services from Oracle for those Programs.

9.1.2 Oracle has made available to You for electronic download at the electronic delivery web site located at the following Internet URL: http://edelivery.oracle.com the Programs listed in the Programs and Program Support Service Offerings section of the applicable order. Through the Internet URL, You can access and electronically download to Your location the latest production release as of the effective date of the applicable order of the software and related Program Documentation for each Program listed. Provided that You have continuously maintained technical support for the listed Programs, You may continue to download the Programs and related Program Documentation. Please be advised that not all Programs are available on all hardware/operating system combinations. For the most recent Program availability please check the electronic delivery web site specified above. You acknowledge that Oracle is under no further delivery obligation with respect to Programs under the applicable order, electronic download or otherwise unless otherwise stated in Your Order.

9.1.3 If ordered, Oracle will deliver the tangible media to the delivery address specified on the applicable order. You agree to pay applicable media and shipping charges. The applicable shipping terms for the delivery of tangible media are: FCA Shipping Point, Prepaid, and Add.

9.2 Territory

The Programs shall be used in the United States.

9.3 Pricing, Invoicing and Payment Obligation

9.3.1 In entering into payment obligations under an order, You agree and acknowledge that You have not relied on the future availability of any Program or updates. However, (a) if You order technical support, the preceding sentence does not

Appendix C

relieve Oracle of its obligation to provide such technical support under the Master Agreement, if and when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to You under an order and the Master Agreement.

9.3.2 Program fees are invoiced as of the Commencement Date.

9.3.3 Program-related Service Offering fees are invoiced after the performance of the Program-related Service Offering performance; specifically, technical support fees are invoiced quarterly in arrears. The period of performance for all Program-related Service Offerings is effective upon the Commencement Date.

9.3.4 In addition to the prices listed on the order, and unless specified otherwise in the Order, Oracle will invoice You for any applicable shipping charges or applicable taxes and You will be responsible for such charges and taxes.

TO: Angela Calvillo, Clerk of the Board of Supervisors

FROM: Mayor Edwin M. Lee

RE: Contracts - Oracle America, Inc., and Accenture LLP - Controller's Financial System Project - Not to Exceed $27,792,116 and $23,068,777

DATE: May 19, 2015

Attached for introduction to the Board of Supervisors is a resolution authorizing the Office of the Controller to enter into two contracts: (1) a software license and maintenance agreement with Oracle America, Inc. for a one-year term, with nine options to extend the contract for up to one year each, in an amount not to exceed $27,792,116; and (2) a professional services agreement with Accenture LLP for a two-year term, with one option to extend the contract for up to one year, in an amount not to exceed $23,068,777, with both contracts to commence upon Board and Mayoral approval, all to implement and configure a comprehensive, fully-integrated Enterprise Resource Planning System, including all services related to delivery, installation, integration, customization, data conversion, training, documentation, deployments, and project management, to replace the obsolete Financial Accounting and Management Information System currently in use.

Please note this item is co-sponsored by Supervisor Farrell.

I respectfully request a waiver of the 30-day hold on this resolution, and the scheduling in Budget & Finance Committee on June 10th, 2015.

Should you have any questions, please contact Nicole Elliott (415) 554-7940.

FORM SFEC-126
NOTIFICATION OF CONTRACT APPROVAL
(S.F. Campaign and Government Conduct Code § 1.126)

City Elective Officer Information (*Please print clearly*)	
Name of City elective officer(s): Members, San Francisco Board of Supervisors	City elective office(s) held: Members, San Francisco Board of Supervisors

Contractor Information (*Please print clearly*)

Name of Contractor: Accenture LLP

Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent of more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.

Accenture LLP is an Illinois limited liability partnership, with two entity partners: Accenture Inc., a Delaware corporation, acts as Managing Partner and Accenture LLC, a Delaware limited liability company, is general partner. As a partnership with "entity" partners, Accenture LLP has no officers. Here is a link to the list of officers of Accenture, plc, the parent company of Accenture LLP: http://www.accenture.com/us-en/company/people/executive-leadership/Pages/index.aspx

Accenture has a political action committee, Accenture Inc. Political Action Committee, Federal Election Commission ID C00300707. This PAC contributes solely to candidates for federal congressional offices and does not contribute to any state or local candidates.

Contractor address: 560 Mission Street, Suite 1200, San Francisco, CA 94105

Date that contract was approved:	Amount of contract: $23,068,777

Describe the nature of the contract that was approved:

Accenture will provide implementation services for a comprehensive Enterprise Resource Planning (ERP) software solution for a new City-wide financial management system for the City and County of San Francisco. The term of the contract is 27 months from July 1, 2015 to September 30, 2017 with one option to extend for one (1) year.

Comments:

This contract was approved by (check applicable)

☐ The City elective officer(s) identified on this form

☑ A board on which the City elective officer(s) serves   San Francisco Board of Supervisors
                                                                        Print Name of Board

☐ The board of a state agency (Health Authoirty, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on the form sits

                                      Print Name of Board

Filer Information (*Please print clearly*)	
Name of filer: Clerk of the San Francisco Board of Supervisors	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: BOS.Legislation@sfgov.org
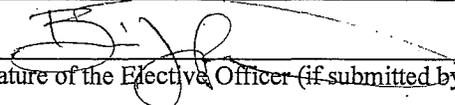
	5-14-15
Signature of the Elective Officer (if submitted by City elective officer)	Date Signed

Signature of Board Secretary or Clerk (if Submitted by Board Secretary or Clerk)	Date Signed

City and County of San Francisco

Financial Systems Project

Board of Supervisors
Budget & Finance

June 10, 2015

1

Today's New Technologies

- Transparent Reporting
- User Friendly
- Mobile

3
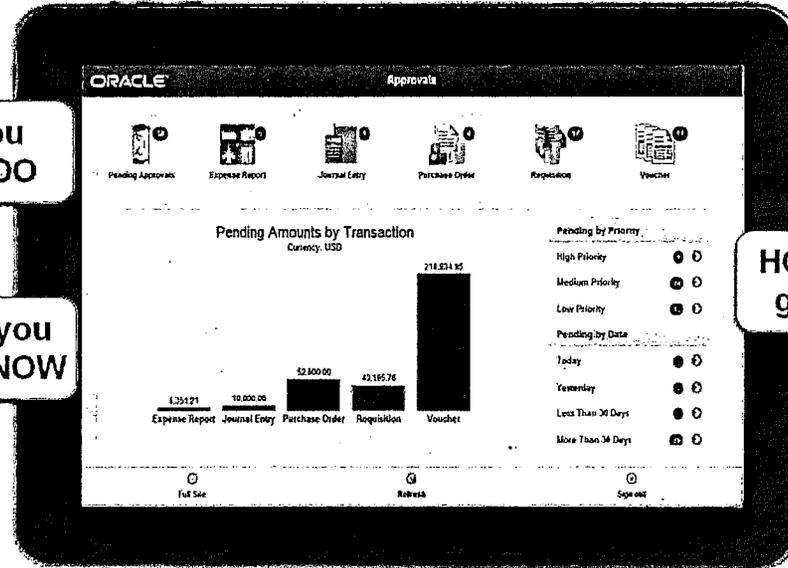
Citywide Project with 20+ Year Impact

- 98% of the City's 1,950 requirements met
- 85% Discounted Oracle License Pricing
- 2-year Price Holds on Addt'l Licenses
- Support Prices, 0% Increase yrs. 1-5, 2% 6-10
- Business Intelligence added with no added Accenture implementation costs.

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