

#### **ORDERING DOCUMENT**

Customer Name:	City of Stamford	
Customer Address:	888 Washington Boulevard	
	Stamford, CT 06901	

Oracle America, Inc. 500 Oracle Parkway Redwood Shores, CA 94065

#### ORACLE CONTRACT INFORMATION

#### Agreement: Oracle Cloud Services Agreement Reference: US-CSA-CPQ-1946700

#### Ordering Document Number: US-11498766

This order incorporates by reference the terms of the agreement specified above and all amendments thereto (the "Master Agreement"). As used in this order, "you" or "your" shall refer to the customer as defined in the Master Agreement. The following terms, as used in this order and the Master Agreement, whether or not capitalized, shall have the same meaning: "Agreement" and "Master Agreement"; "You" and "Your" and "Customer"; "Ordering Document" and "order"; "Services" and "services".

#### A. SERVICES

You have ordered the services listed below in the table and detailed in the attached exhibit(s), which are incorporated herein by reference.

All fees on this order are in US Dollars.

Services	Reference	Fees	Estimated Expenses	Total Fees and Estimated Expenses
Fixed Price Services	Exhibit 1	\$979,000.00	\$0.00	\$979,000.00
Total Fees and Estimated Expenses			\$979,000.00	

#### **B. ORDER TERMS**

1. Payment Terms.

Fees and expenses are in accordance with the referenced exhibit(s). All fees payable to Oracle are due within 45 days from the invoice date. Invoices for services performed under separate exhibits may be provided separately. Fees for any time and materials engagements listed above (if any) are estimated fees, as detailed in the referenced time and material services exhibit(s).

2. <u>Segmentation</u>.

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.

3. <u>Contact Information.</u>

Oracle Consulting Sales Contact:

Name:	Rocky Copeland		
Address:	2300 Oracle Way		
	Austin, TX 78741		
Phone:	(404) 539-7773		
Fax:	N/A		
Email:	rocky.copeland@oracle.com		

#### Your Billing/Accounts Payable Contact:

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Name:	Sandy Dennies
Address:	888 Washington Boulevard
	Stamford, CT 06901
Phone:	(203) 977-4182
Fax:	N/A
Email:	sdennies@stamfordct.gov

# 4. Order of Precedence.

In the event of any inconsistencies between (i) the Master Agreement and this order, this order shall take precedence, and (ii) this order (excluding exhibits) and any attached exhibits, the exhibits shall take precedence.

# 5. Change Control Process.

Any request for any change in services must be in writing; this includes requests for changes in project plans, scope, specifications, schedule, designs, requirements, service deliverables, software environment, hardware environment or any other aspect of your order. Oracle shall not be obligated to perform tasks related to changes in time, scope, cost, or contractual obligations until you and Oracle agree in writing to the proposed change in an amendment to this order and/or applicable exhibit(s).

# 6. 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 or other license); or other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than thirty (30) days, either of us may cancel unperformed services 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 services provided.

# 7. Export.

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs and hardware (including any integrated software and operating system(s)). You agree that such export laws govern your use of the programs (including technical data), hardware (including any integrated software and operating system(s)) and any services deliverables

provided under this order, 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, program, hardware (including any integrated software and operating system(s)) and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

# 8. Relationship Between Parties.

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. If while performing services Oracle requires access to other 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.

#### 9. <u>Rights Granted / Restrictions.</u>

Upon payment hereunder, and subject to the terms of this order and the Master Agreement, You have the non-exclusive, non-assignable, royalty free, perpetual (but only in the case of deliverables for an on premise license), worldwide (subject to any applicable restrictions under US export laws), limited right to access and use, for Your internal business operations, the services that You ordered under this order and anything developed by Oracle and delivered to You under this order ("services and deliverables"). You may allow Your agents and contractors to use the services and deliverables for this purpose and You are responsible for their compliance with this order in such use. Oracle or its licensors retain all ownership and intellectual property rights to the services and deliverables, including derivative works thereof. You do not acquire any right or license to use, or allow Your Users in the case of a managed/hosted environment, to use, any service or deliverable in excess of the scope (including but not limited to the specified service environment) or duration of the services and deliverables ordered hereunder. The services and deliverables may be related to Your license to use products owned or distributed by Oracle which You acquire under a separate order. The agreement referenced in that order shall govern Your use of such products.

# 10. Ordering Document Definitions.

10.1 **"Professional Services"** means, collectively, the consulting and other professional services which you have ordered under this order.

10.2 **"Services"** for purposes of this order shall have the same meaning as the term "Professional Services". Accordingly, notwithstanding any provision or interpretation of the Master Agreement to the contrary, for purposes of this order, the term "Services" does not include any Cloud Services.

10.3 **"Service Specifications"** as used in the Master Agreement means any exhibit(s) attached to this order.

# 11. <u>Services Privacy/Services Security.</u>

In performing the Services under this order, Oracle will comply with the (a) Oracle Services Privacy Policy available at <u>http://www.oracle.com/legal/privacy/services-privacy-policy.html</u> and (b) Oracle Consulting & Advanced Customer Services Security Practices available at <u>https://www.oracle.com/corporate/contracts/consulting/policies.html</u>. Both documents are incorporated herein by reference. Oracle may update such policy and practices to reflect changes in, among other things, laws, regulations, rules, technology, and industry practices. Such updates will not materially reduce the level of performance, functionality, security, or availability of the Services. You agree to restrict Oracle's access to any content or information that imposes privacy, security or regulatory obligations greater than those specified in this order.

#### 12. Additional Third Party Subprocessors for Oracle Consulting.

To the extent You provide personal information to Oracle as part of Oracle's provision of services under this order, Oracle will comply with the applicable version of the Oracle Data Processing Agreement for Oracle Services. The version of the Data Processing Agreement applicable to Your order is available at <a href="https://www.oracle.com/corporate/contracts/cloud-services/contracts.html#data-processing">https://www.oracle.com/corporate/contracts/cloud-services/contracts.html#data-processing</a> and is incorporated herein by reference.

For the services specified in this order, in addition to the Third Party Subprocessors listed on My Oracle Support, the following Third Party Subprocessors may also process Your personal information:

Third Party Subprocessor	Location	Type of Service
N/A	N/A	N/A

#### 13. Additional Order Terms.

You acknowledge and agree that the terms and conditions of this order are contingent upon the execution of the Master Agreement on or prior to the last signature on this ordering document. If the parties do not execute the Master Agreement on or prior to the last signature on this ordering document, this order shall be deemed to have no legal effect, even if executed.

This quote is valid through 30-NOV-2021 and shall become binding upon execution by you and acceptance by Oracle.

City of Stamford	ORACLE AMERICA, INC. DocuSigned by:
Authorized Signature:	ORACLE AMERICA, INC. DocuSigned by: Jake Camarillo Sc20488AB41E4BB
Name:	Name:
Title:	Title:
Signature Date:	Signature Date:
Ordering Document Effective Date:	



#### **FIXED PRICE EXHIBIT**

#### ORACLE CONTRACT INFORMATION

Customer Name:	City of Stamford
Ordering Document Number:	US-11498766
Exhibit Number:	Exhibit 1

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

#### 1. <u>Description of Services and Deliverables.</u>

A. <u>Services.</u>

Oracle will perform the Services specified in this exhibit (the "Consulting Services" or "Services") related to the implementation for the City of Stamford (also referred to as "City") of the Oracle Public Sector Community Development & Business Licensing modules ("Permitting & Licensing") and Oracle Intelligent Advisor ("OIA") in the City's Oracle Services environment for management of the City's daily Building Permitting and Inspection, Licensing, Land Use, and Code Enforcement business processes. For purposes of this exhibit, Permitting and Licensing and OIA are collectively referred to as "Target Applications".

- 1. Project Management Planning and Design
  - a. Create the project management plan document ("Project Management Plan") with the cooperation of Your project manager which will address the following:
    - 1. Scope management;
    - 2. Work management;
    - 3. Risk management;
    - 4. Issue management;
    - 5. Change control procedures;
    - 6. Communications management;
    - 7. Configuration management; and
    - 8. Quality management.
  - b. Create the project schedule, or Implementation Plan document ("Implementation Plan") and provide such document to You. The Implementation Plan will include the following details:
    - 1. Tasks, estimated task start and end dates, and estimated task durations;
    - 2. Assigned resources from You and Oracle;
    - 3. Task dependencies as coordinated with You; and
    - 4. Project phases as described below:
      - a. Focus Project initiation activities, Sprint 0 and familiarization training;
      - b. Refine Conduct eight (8) four (4) week Sprints to configure the user stories and requirements that were developed in Sprint 0 and perform unit testing for each product increment;

- c. Enable Execute end to end test scripts to validate expected results, conduct end user training, plan go-live; and
- d. Live Operate Move configuration to production for daily operation and post-production support.
- 2. Building Permitting
  - a. Review and elaborate requirements/user stories to deploy the Cloud Services including standard functionality for the Target Applications in consideration of Your business processes. Functional areas of focus include:
    - 1. Online application submittal;
    - 2. Back office application submittal;
    - 3. Fee assessment, invoicing and payment processing both online and in back office;
    - 4. Inspection scheduling, assignment, and completion including mobile inspection functionality;
    - 5. Workflow and review processing; and
    - 6. Reporting, notices and dashboards, up to three (3) custom developed reports.
  - b. Configure up to thirty (30) permit types defined in Appendix A.
  - c. Unit test all system configuration prior to delivering to You for acceptance.
  - d. Make recommendations to You on how to utilize the standard functionality within the Target Applications.
- 3. Planning (Land Use)
  - a. Review and elaborate requirements/user stories to deploy the Cloud Services based on the standard functionality for the Target Applications in consideration of Your business processes. Functional areas of focus include:
    - 1. Online application submittal;
    - 2. Back office application submittal;
    - 3. Fee assessment, invoicing and payment processing both online and in back office;
    - 4. Workflow and review processing; and
    - 5. Reporting, notices and dashboards, up to three (3) custom developed reports.
  - b. Configure up to twenty-one (21) planning (Land Use) types defined in Appendix A.
  - c. Unit test all system configuration prior to delivering to You for acceptance.
  - d. Make recommendations to You on how to utilize the standard functionality within the Target Applications.
- 4. Code Enforcement
  - a. Review and elaborate requirements/user stories to deploy the Cloud Services including standard functionality for the Target Applications in consideration of Your business processes. Functional areas of focus include:
    - 1. Online submittal;
    - 2. Back office submittal;
    - 3. Fee assessment, invoicing and payment processing both online and in back office;
    - 4. Violation and abatement processing;
    - 5. Inspection scheduling, assignment, and completion including mobile inspection functionality;

- 6. Workflow and review processing; and
- 7. Reporting, notices and dashboards, up to three (3) custom developed reports.
- b. Up to thirty-three (33) complaint types defined in Appendix A.
- c. Standardized violation and abatement process.
- d. Unit test all system configuration prior to delivering to You for acceptance.
- e. Make recommendations to You on how to utilize the standard functionality within the Target Applications.

# 5. Licensing

- a. Review and elaborate requirements/user stories to deploy the Cloud Services including standard functionality for the Target Applications in consideration of Your business processes. Functional areas of focus include:
  - 1. Online submittal;
  - 2. Back office submittal;
  - 3. Fee assessment, invoicing and payment processing both online and in back office;
  - 4. Renewals; and
  - 5. Expiration of licenses.
- b. Reporting, notices and dashboards, up to three (3) custom developed reports.
- c. Configure up to sixteen (16) business license types defined in Appendix A.
- d. Unit test all system configuration prior to delivering to You for acceptance.
- e. Make recommendations to You on how to utilize the standard functionality within the Target Applications.

# 6. Data Conversion

- a. Conversion of seven (7) years of permit and licensing data from View Permit.
- b. Assist You in reviewing legacy systems data and documenting the required mapping to permitting module in the Conversion Specification.
- c. Provide recommendations on required legacy data cleanup effort to be completed by You in order to help prepare the data for a clean migration to the Permitting module.
- d. Develop and execute the program to migrate legacy data to the Permitting module, including up to three (3) test runs of the data conversion.
- e. Unit test each run of the data conversion prior to turning over to Your team to validate and test.
- f. Address conversion/mapping issues as discovered and agreed upon, based on the approved Conversion Specification document as defined in Section 1.B Deliverables.
- g. Plan and execute final conversion as part of the go-live.
- 7. System Integrations
  - a. Conduct up to seven (7) four (4) hour analysis sessions for up to twelve (12) participants to determine and document interface requirements in the Interface Specification document for the following integrations:

Integration Name	Type (Inbound/Outboun d)	Method (Web Services, Application Programming Interface ("API"), etc.)	Frequency (RealTime/Batch)
Payment Processing – Cybersource/PayPal	Inbound/Outbound	API	Real Time
Electronic Document Review - Bluebeam	Inbound/Outbound	API	Real Time
GIS - ESRI	Inbound/Outbound	API	Real Time
Address, Parcel, Owner (APO)	Inbound	API	Batch
Oracle ERP	Outbound	API	Real Time
DMV Vehicle Registration	Inbound	API	Real Time
State Licensing Board	Inbound	API	Batch

# Table 1 – In Scope Integrations

- b. Develop and execute the program to move data between third-party systems and Permitting and Licensing.
- c. Unit test each interface prior to turning over to Your team to validate and test.
- d. Address interface issues as discovered and agreed to based on approved Interface Specification document.
- e. Setup and test of final integrations in production as part of the preparation for the go-live.

# 8. System Testing

- a. Provide a framework for system testing, and manage the execution of up to six (6) weeks of system testing.
- b. Seek to address all logged system issues of medium and high priority prior to go-live unless otherwise agreed to by the implementation team.
- c. Maintain a log of all system testing issues and meet to review progress with implementation team, with such meetings scheduled to occur no less frequently than once per week.

# 9. Go-Live

- a. Assist with developing and performing dry run and final execution of the go-live plan/checklist.
- b. Schedule and facilitate go/no-go decision meeting prior to go-live with Your appropriate leadership and stakeholders.
- c. Lead the coordination of go-live activities for both You and Oracle staff for transition from Your product to Permitting and Licensing.

# 10. Training

a. Conduct the following training courses:

- 1. Product Familiarization one (1) day overview of product training that occurs at the beginning of the project to establish baseline understanding of core design concepts, usability and terminology.
- 2. Methodology Training four (4) hour session on the agile implementation methodology including how it works, what to expect, benefits and next steps.
- 3. Product Administration two (2) day review of administration toolsets including: setting up permit types, modifying and creating workflow, fee setup, user defined fields, etc.
- 4. Train the Trainer three (3) day session to prepare appropriate City staff to conduct enduser training.
- 5. End User Training Conduct two (2) end user training courses. Courses are up to two (2) days.
- 11. Post Production Support
  - a. Provide up to one hundred sixty (160) person hours, over a period not to exceed two (2) months, of assistance Services following the go-live on business days during business hours, unless otherwise as mutually agreed upon between Oracle and You ("Post Production Support Period"), for issues arising from the Oracle configurations and interfaces that Oracle provides under this exhibit (collectively "Post Production Support").
  - b. During the Post Production Support Period, Oracle will review your production Services environment functionality weekly and recommend any corrective actions to You via a weekly status report. Examples of Post Production Support may further include:
    - 1. Monitor application servers, database, batch process monitoring;
    - 2. Facilitate application/system administration such as adding/removing users, manage access control, List of Values , etc.;
    - 3. Review functional issues weekly with You, document changes and enhancements, and recommend any corrective actions to You;
    - 4. Provide guidance to the You about the configured Target Applications; and
    - 5. Provide an assessment of issues and use reasonable efforts to assist in resolution of the issues based on the severity level of the issues.
- B. <u>Deliverables.</u> Services performed by Oracle under this exhibit shall be for the purpose of providing the following deliverables:

No.	Deliverable Name	Deliverable Description	Acceptance Criteria
1	Project Management Plan	procedures and component plans agreed upon and signed off by Oracle and the	Oracle has provided one (1) electronic copy of a document detailed in the Deliverable Description column to the left, to the City's project manager.

No.	Deliverable Name	Deliverable Description	Acceptance Criteria
2	Implementation Plan	This MS Project document includes the approach to plan and execute the delivery of the Consulting Services. The baselined plan will be accepted by the City, however, this is a living document that will be versioned and updated no less than twice a month, posted for the project team's reference and leveraged as an input to the status meeting.	Oracle has provided one (1) electronic copy of a document detailed in the Deliverable Description column to the left, to the City's project manager.
3	Product Backlog Report – Sprint O	Define, create and organize the product backlog of user stories including; link to requirements for traceability, creation of acceptance criteria, assign baseline story points, prioritization and designate a sprint. The output of Sprint 0 is the initial Product Backlog Report.	Oracle has provided one (1) electronic copy of a document detailed in the Deliverable Description column to the left, to the City's project manager.
4	Sprint Package – Sprint 1	<ul> <li>Each Sprint includes the following documents which makes up the Sprint Package:</li> <li>Sprint planning meeting</li> <li>Sprint status report</li> <li>Product backlog report</li> <li>Product increment report including release notes</li> <li>Sprint review meeting</li> <li>Sprint retrospective meeting</li> </ul>	Oracle has provided one (1) electronic copy of a document detailed in the Deliverable Description column to the left, to the City's project manager.

No.	Deliverable Name	Deliverable Description	Acceptance Criteria
5	Sprint Package – Sprint 2	<ul> <li>Each Sprint includes the following documents which makes up the Sprint Package:</li> <li>Sprint planning meeting</li> <li>Sprint status report</li> <li>Product backlog report</li> <li>Product increment report including release notes</li> <li>Sprint review meeting</li> <li>Sprint retrospective meeting</li> </ul>	Oracle has provided one (1) electronic copy of a document detailed in the Deliverable Description column to the left, to the City's project manager.
6	Sprint Package – Sprint 3	<ul> <li>Each Sprint includes the following documents which makes up the Sprint Package:</li> <li>Sprint planning meeting</li> <li>Sprint status report</li> <li>Product backlog report</li> <li>Product increment report including release notes</li> <li>Sprint review meeting</li> <li>Sprint retrospective meeting</li> </ul>	Oracle has provided one (1) electronic copy of a document detailed in the Deliverable Description column to the left, to the City's project manager.
7	Sprint Package – Sprint 4	<ul> <li>Each Sprint includes the following documents which makes up the Sprint Package:</li> <li>Sprint planning meeting</li> <li>Sprint status report</li> <li>Product backlog report</li> <li>Product increment report including release notes</li> <li>Sprint review meeting</li> <li>Sprint retrospective meeting</li> </ul>	Oracle has provided one (1) electronic copy of a document detailed in the Deliverable Description column to the left, to the City's project manager.

No.	Deliverable Name	Deliverable Description	Acceptance Criteria
8	Sprint Package – Sprint 5	<ul> <li>Each Sprint includes the following documents which makes up the Sprint Package:</li> <li>Sprint planning meeting</li> <li>Sprint status report</li> <li>Product backlog report</li> <li>Product increment report including release notes</li> <li>Sprint review meeting</li> <li>print retrospective meeting</li> </ul>	Oracle has provided one (1) electronic copy of a document detailed in the Deliverable Description column to the left, to the City's project manager.
9	Sprint Package – Sprint 6	<ul> <li>Each Sprint includes the following documents which makes up the Sprint Package:</li> <li>Sprint planning meeting</li> <li>Sprint status report</li> <li>Product backlog report</li> <li>Product increment report including release notes</li> <li>Sprint review meeting</li> <li>Sprint retrospective meeting</li> </ul>	Oracle has provided one (1) electronic copy of a document detailed in the Deliverable Description column to the left, to the City's project manager.
10	Sprint Package – Sprint 7	<ul> <li>Each Sprint includes the following documents which makes up the Sprint Package:</li> <li>Sprint planning meeting</li> <li>Sprint status report</li> <li>Product backlog report</li> <li>Product increment report including release notes</li> <li>Sprint review meeting</li> <li>Sprint retrospective meeting</li> </ul>	Oracle has provided one (1) electronic copy of a document detailed in the Deliverable Description column to the left, to the City's project manager.

No.	Deliverable Name	Deliverable Description	Acceptance Criteria	
11	Sprint Package – Sprint 8	<ul> <li>Each Sprint includes the following documents which makes up the Sprint Package:</li> <li>Sprint planning meeting</li> <li>Sprint status report</li> <li>Product backlog report</li> <li>Product increment report including release notes</li> <li>Sprint review meeting</li> <li>Sprint retrospective meeting</li> </ul>	Oracle has provided one (1) electronic copy of a document detailed in the Deliverable Description column to the left, to the City's project manager.	
12	Conversion Specification	This document describes the data entities to be migrated to the Target Application prior to go live, and the technical approach, including extraction criteria, data mapping, and transformation rules to facilitate the conversion of these entities into the Oracle Public Sector Compliance and Regulation module.	Oracle has provided one (1) electronic copy of a document detailed in the Deliverable Description column to the left, to the City's project manager.	
13	Interface Specifications	The document includes interface design that describes the input and output, as well as the mapping of fields that are exchanged between the Oracle modules and the City's third-party systems.	electronic copies of a document detailed in the Deliverable	
14	Test Plan	This document includes information to help the City plan, prepare for and conduct the City's system test for the project.	Oracle has provided one (1) electronic copy of a document detailed in the Deliverable Description column to the left, to the City's project manager.	

No.	Deliverable Name	<b>Deliverable Description</b>	Acceptance Criteria
15	Final Test Results Report	This document includes the results of system testing including all retesting.	Oracle has provided one (1) electronic copy of a document detailed in the Deliverable Description column to the left, to the City's project manager.
16	Final Implementation Report	This document summarizes the cut-over and production strategy, and documents the high level expected operations of the production environment upon go-live.	electronic copy of a document detailed in the Deliverable Description column to the left, to
17	Post Production Support Status Reports	The Post Production Support Monthly Status Reports provide the project risks, project issues, work performed, work planned, accomplishments, and encountered issues during Post Production Support Period.	electronic copies of a document detailed in the Deliverable Description column to the left, to

2. <u>Your Obligations and Project Assumptions.</u> You acknowledge that Your timely provision of and access to office accommodations, facilities, and equipment (if applicable), and assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees (collectively, "cooperation") are essential to the performance of any Services as set forth in this exhibit. Oracle will not be responsible for any deficiency in performing Services if such deficiency results from Your failure to provide full cooperation. You acknowledge that if Oracle's cost of providing Services is increased because of Your failure to meet the obligations listed in this exhibit, failure to provide cooperation, or because of any other circumstance outside of Oracle's control, then You agree to pay Oracle for such increased costs. Such increased costs may include time during which Oracle resources are under-utilized because of delays.

You acknowledge that Oracle's ability to perform the Services depends upon Your fulfillment of the following obligations and the following project assumptions:

- A. Your Obligations.
  - 1. If the Services are provided in an Oracle hosted cloud environment, obtain Cloud Services under separate contract prior to the commencement of Services under this exhibit and maintain such Cloud Services for the duration of the Services provided under this exhibit.
  - 2. Provide Oracle with full access to the relevant documentation and the functional, technical, and business resources with adequate skills and knowledge to support the performance of Services.
  - 3. Provide any notices, and obtain any consents, required for Oracle to perform Services.
  - 4. Limit Oracle's access to any production environments or shared development environments to the

extent necessary for Oracle to perform Services.

- 5. If Services are performed remotely, provide Oracle resources with remote access to Your systems and environments required for such Services, using an Oracle-defined standard virtual private network or an Oracle Web Conference or similar, agreed-upon third-party web conferencing application (collectively, "remote access tools"), including by: (a) installing the remote access tools prior to the commencement of Services and maintaining them for the duration of the Services (e.g., by acquiring any equipment and performing labor) to ensure all components of Your Oracle software environment are accessible and in compliance with all Oracle's requirements; and (b) obtaining all rights to use the remote access tools for all Oracle resources providing remote Services. You acknowledge and agree that: (i) Oracle is not responsible for network connections or any related problems, such as bandwidth issues, excessive latency, network outages, or any performance or other conditions caused by an internet service provider or the network connections; and (ii) all terms and conditions applicable to any third-party web conferencing application shall have no force or effect whatsoever.
- 6. As required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on site.
- 7. If while performing Services Oracle requires access to other vendor's products, systems, and/or information that are part of Your system, then You will be responsible for acquiring all such products, systems, and/or information and the appropriate license rights and authorizations necessary for Oracle to access such products on Your behalf, at no charge to Oracle.
- 8. Review and approve all content and functionality, both internal and public facing, prior to any rollout or go live.
- 9. Provide Oracle with access to legacy data and the criteria for validating/mapping the legacy data to the Community Development system.
- 10. Provide sufficient data variety and scenarios to adequately test application logic of configured modules.
- 11. If a deliverable is delayed or deficient as a result of any non-Oracle resource's failure to complete task(s) assigned to You, Oracle will work with the You to assess the impact to the project timeline and implement the change control procedures if necessary.
- 12. Complete both unit and acceptance testing of final solution prior to go live.
- 13. Establish a project management steering committee to meet not less than once a month and at major points in the project, e.g., project milestones, to review process and address issues. Your executive sponsor will be a member of the project management steering committee, along with designated representatives from Oracle. The steering committee will review and access progress and risks on the project and make appropriate determinations on course correction that may be required moving forward.
- 14. Provide input to the workshops as required in accordance with the mutually agreed upon workshop agenda and schedules. The change control procedures will be utilized if input required from You to support the expected outcome of the workshops is not delivered in the expected period in accordance with the Implementation Plan.
- B. Project Assumptions.
  - 1. Owing to the uncertainties of the evolving Covid-19 situation, the provision of any on-site Services under this order is subject to the delivery resources being permitted and able to perform such Services taking into consideration applicable laws and regulations, including those pertaining to

health, safety and mobility (whether in the country of service provision and/or the country of location of the delivery resources). If the provision of any on-site Services is negatively impacted due to circumstances related to or arising from the Covid-19 situation, Oracle and You agree to cooperate in good faith to review such impact and, if necessary, amend any resource plans, work plans, service specifications, time schedules and the like in accordance with the change control process of this order, including possibly putting in place an infrastructure (e.g. VPN) to enable a remote delivery of services. For the avoidance of doubt, this section is without prejudice to the parties' rights and obligations under the force majeure clause.

- 2. The performance of Consulting Services does not require or involve the processing of personal data.
- 3. An agile implementation methodology will be leveraged where the bulk of the analysis, configuration and unit testing will be conducted during "Sprints" with larger technical efforts such as conversions and integrations running simultaneously but across Sprints. Agile Methodology training will be conducted during the Focus phase of the project.
- 4. All user interface elements will be written and presented in English only.
- 5. All Oracle Policy Automation rules will be written using one (1) currency (USD) and one (1) language (English) only.
- 6. Business day means the core business hours of 8:30 am to 4:30 pm EST/EDT, Monday through Friday, excluding City holidays. Business hour means any hour during a business day.
- 7. You and Oracle will work together to review and mutually agree upon the baseline Implementation Plan, including estimated schedule timelines, tasks, dependencies, and resource assignments within fifteen (15) days after the project start date.
- 8. With mutual agreement, You and Oracle may alter the baseline Implementation Plan, including the estimated schedule. Finalized changes to the baseline will be saved as the new baseline Implementation Plan. Any changes to the Implementation Plan that affect the effort or fees will be handled through the change control procedures.
- 9. "Standard functionality" shall mean the standard functionality and processes for the Target Application as described in the relevant Oracle documentation.
- 10. "Configure" and "configuration" with respect to a Target Application shall mean the setup of the Target Application using the standard functionality provided within the Target Application release planned for the project.
- 11. The estimated timeline, work effort, and fees assume use of the standard functionality, templates, features, tools, and reports that are delivered with the Target Applications. Any desired customizations or extensions that may be identified during the project, including, but not limited to, new or changed forms, reports, workflows, alerts, etc. are outside of the scope of Services.
- 12. The implementation will be performed using our standard implementation method, True Cloud Method ("TCM"). Oracle development standards and Oracle documentation standards will be used in the creation of project deliverables.
- 13. This estimated timeline for this project is twenty (20) months as listed in the table below:
  - a. Focus: two (2) months;
  - b. Refine: thirteen (13) months;
  - c. Enable: two (2) months;
  - d. Live-Operate: one (1) month; and
  - e. Post Production Support: two (2) months

14. The City must meet the turnaround times for specific request types as described in the table below. In the event that the turnaround times are infeasible in regard to a specific request, You and the Oracle project manager will mutually agree on an alternative timeframe in accordance with the implementation plan. If no mutual agreement as to an alternative time frame can be reached within five (5) business days, the change control procedures will be utilized. Oracle will make reasonable efforts to provide You with the lead time when applicable before making the requests.

Request Type	Turnaround Time (Business Days)
Requests for design decisions Requests for information/documentation on City's systems and processes	Two (2) to four (4) days Two (2) to four (4) days
Requests for meetings Deliverable approval	Two (2) to four (4) days Five (5) days

- 3. <u>Acceptance of Deliverables.</u> Upon completion of any deliverable set forth in Section 1.B of this exhibit, Oracle shall provide a copy thereof to You. At such time, if You request, Oracle will demonstrate to You that the deliverable conforms to the description specified for such deliverable in Section 1.B of this exhibit. You will be responsible for any additional review and testing of such deliverable in accordance with any mutually agreed test scripts as may be included in Oracle's project management plan. If the deliverable does not conform with the description for such deliverable specified in Section 1.B of this exhibit and/or any such test scripts, You shall have five (5) business days after Oracle's submission of the deliverable ("acceptance period") to give Oracle written notice which shall specify the deficiencies in detail. Oracle shall use reasonable efforts to promptly cure any such deficiencies. After completing such cure, Oracle shall resubmit the deliverable for Your review and testing as set forth above. Upon accepting any deliverable submitted by Oracle, You shall provide Oracle with written acceptance of such deliverable. If You fail to provide written notice of any deficiencies within the acceptance period, as provided above, such deliverable shall be deemed accepted at the end of the acceptance period.
- 4. Fees, Expenses, and Taxes.
  - A. <u>Fees and Expenses</u>. You agree to pay Oracle the fee specified below for the Services and deliverables described in this exhibit. This fee does not include expenses or taxes. Once a deliverable is accepted, or deemed accepted, in accordance with Section 3 (Acceptance of Deliverables), the corresponding fee for such deliverable specified below becomes due and payable and Oracle shall thereafter invoice, and You shall pay, such deliverable fee; this payment obligation shall become non-cancelable and the sum paid non-refundable on such acceptance date.

Deliverable No.	Deliverable Name	Deliverable Fee
1	Project Management Plan	\$40,000.00
2	Implementation Plan	\$40,000.00
3	Product Backlog Report – Sprint 0	\$65,000.00

Deliverable No.	Deliverable Name	Deliverable Fee
4	Sprint Package – Sprint 1	\$65,000.00
5	Sprint Package – Sprint 2	\$65,000.00
6	Sprint Package – Sprint 3	\$65,000.00
7	Sprint Package – Sprint 4	\$65,000.00
8	Sprint Package – Sprint 5	\$65,000.00
9	Sprint Package – Sprint 6	\$65,000.00
10	Sprint Package – Sprint 7	\$65,000.00
11	Sprint Package – Sprint 8	\$65,000.00
12	Conversion Specifications	\$54,000.00
13	Interface Specifications	\$54,000.00
14	Test Plan	\$54,000.00
15	Final Test Results Report	\$54,000.00
16	Final Implementation Report	\$54,000.00
17	Post- Production Support Status Reports	\$44,000.00
	Total Fixed Fee	\$979,000.00

Expenses related to the providing of the Services and deliverables are specified in Your order. Such expenses will be invoiced monthly as they are incurred.

- B. <u>Compensatory Tax.</u> The parties acknowledge that temporary living reimbursements to Oracle provided resource(s) may be deemed compensatory under federal, state, and local tax laws if a resource's assignment in a particular location will exceed or has exceeded one year. Where reasonably possible, Oracle will plan with You to limit the duration of a resource's assignment in a particular location to less than one year. If the requirements of the Services are such that it becomes necessary for a resource's Services in a particular location to continue for a year or more and as a result, the reimbursement of such resource's living expenses are deemed compensatory for tax purposes, then You agree to pay Oracle the amount of additional compensation provided to such resource to compensate for taxes imposed.
- C. <u>International Tax.</u> You acknowledge that the performance of services under this exhibit may involve use of resources from a country or location other than that in which the services are to be performed ("non-native resources"). The use of non-native resources may create a tax reporting and filing obligation for such resource in such country or location and may cause Oracle to incur incremental tax costs and other administrative costs (e.g., costs arising from tax preparation, reporting and filing obligations) associated with placing a non-native resource in the country or location in which the services are be performed. These costs are separate from and in addition to expenses. The costs as related to the performance of services under this exhibit are defined as Resource Costs. Accordingly, for services performed under this exhibit, in addition to paying Oracle the fees for services plus taxes and expenses, you agree to pay Resource Costs to Oracle within 30 days of the date of an invoice(s) for such Resource Costs.
- 5. <u>Project Management.</u> You and Oracle each agree to designate a project manager who shall be responsible for coordinating its activities under this exhibit. You and Oracle each shall direct all inquiries concerning

the Services to the other party's project manager. Your project manager shall have the authority to approve Services on Your behalf. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

# Appendix A – Application types

Permit / Process Name	Department	Permit/License/Other/Complaint
CBO Review	Building Department	Permit
Demolition Permit	Building Department	Permit
Electrical Permit	Building Department	Permit
Fire Alarm System Permit	Building Department	Permit
Fire Suppression Permit	Building Department	Permit
Mechanical Permit	Building Department	Permit
Plumbing Permit	Building Department	Permit
Building Permit	Building Department	Permit
Residential License	Clerk	License
Certificate of Inspection	Clerk	Other
Architects	Contractor Registration	Other
Contractors	Contractor Registration	Other
Engineers	Contractor Registration	Other
Utilities	Contractor Registration	Other
Annual Food Establishment License	Department of Health	License
Assisted Living License	Department of Health	License
Barbershop, Hairdressing, or Cosmetology License	Department of Health	License
Certificate of Apartment Occupancy	Department of Health	License
Hotel/Motel License	Department of Health	License

Massage Establishment License	Department of Health	License
Multiple Family Dwelling License	Department of Health	License
Public Pool License	Department of Health	License
Refuse Trucks License	Department of Health	License
Rooming House License	Department of Health	License
School & Daycare Facility Licensing	Department of Health	License
Taximeter	Department of Health	License
Temporary or Mobile Food Establishment License	Department of Health	License
Truck Meters	Department of Health	License
Weights & Measures	Department of Health	License
Change or Dissolution of Ownership or Business Name	Department of Health	Other
Inspection Food Establishments CTDPH FDA	Department of Health	Other
Noise Waiver	Department of Health	Other
Plan Review for Retail Food Store	Department of Health	Other
Central Sewage System Exception Application	Department of Health	Permit
Code Complying Area (19- 13 B100a)	Department of Health	Permit
Food Establishment & Retail Food Plan Review	Department of Health	Permit
Septic Permit (Subsurface Sewage Disposal System)	Department of Health	Permit
Soil Test	Department of Health	Permit

Well Permit	Department of Health	Permit
Addressing	Engineering	Other
5G Approval	Engineering	Permit
Excavation Permit	Engineering	Permit
<b>Obstruction Permit</b>	Engineering	Permit
Fire Suppression Permit	Fire	Permit
Сору		
<b>Coastal Site Plan Review</b>	Land Use	Other
<b>General Development Plan</b>	Land Use	Other
Site and Architectural Plan	Land Use	Other
Zoning Map Change	Land Use	Other
Zoning Text Change	Land Use	Other
Sustainability Score Card	Land Use	Other
<b>Development Review</b>	Land Use	Other
Traffic Demand	Land Use	Other
Management Plans		
Parking Management	Land Use	Other
Plans		
Appeal from Decision of	Land Use	Other
Zoning Enforcement Officer		
Extension of Time	Land Use	Other
Motor Vehicle Approval	Land Use	Other
Historic Preservation	Land Use	Other
Advisory Commission		
(HPAC)		
Master Plan Text change	Land Use	Other
Master Plan Map change	Land Use	Other
Subdivision	Land Use	Other
Master Plan	Land Use	Other
<b>Conservation Easement</b>	Land Use	Other
Contractor's Compliance	Land Use	Other
Statement		
Drainage Maintenance	Land Use	Other
Agreement		
Landscape Maintenance Agreement	Land Use	Other
Agreement Zoning Board Applications	Land Use	Permit
Special Permit	Land Use	Permit
Variances	Land Use	Permit
Special Permit	Land Use	Permit
Special Ferning		r crimit

Historic Site and Architectural Plan Review Application	Land Use	Permit
Inland Wetland Application	Land Use	Permit
Bond Permit Compliance (EPB)	Land Use	Permit
Bond Permit Compliance (Planning Board)	Land Use	Permit
Bond Permit Compliance (Zoning Board)	Land Use	Permit
Zoning Permit (standalone, as part of a building permit, refer to the Building Permit)	Land Use	Permit
Sign Permit	Land Use	Permit
Patio Café Permit	Land Use	Permit
Temporary Outdoor Dining Permit (COVID)	Land Use	Permit
Stamford Community Development Citizen Participation Plan and Public Hearing/Application Schedule	Land Use	Permit
City of Stamford - Neighborhood Stabilization Program	Land Use	Permit
Sidewalk Cafe Permit	Zoning (in progress)	Permit
Temporary Outdoor Patio Permit (COVID-19)	Zoning (in progress)	Permit
Air Quality	Code Enforcement	Complaint
Bed Bugs	Code Enforcement	Complaint
Blight	Code Enforcement	Complaint
Building Permit Investigations	Code Enforcement	Complaint
Cosmetology/Barber Shops	Code Enforcement	Complaint
Daycares & Assisted Living	Code Enforcement	Complaint

<b>EPB Information Request</b>	Code	Complaint
Li b information request	Enforcement	Complaint
Flood Zone Determination	Code Enforcement	Complaint
General Housing	Code Enforcement	Complaint
Hoarding	Code Enforcement	Complaint
Illegal Units	Code Enforcement	Complaint
Insect Infestations	Code Enforcement	Complaint
Land Modification	Code Enforcement	Complaint
Lead Concerns	Code Enforcement	Complaint
Leaking Garbage Trucks	Code Enforcement	Complaint
Massage Establishment	Code Enforcement	Complaint
Mold	Code Enforcement	Complaint
Mosquito Infestation	Code Enforcement	Complaint
No Heat	Code Enforcement	Complaint
No Water	Code Enforcement	Complaint
Noise	Code Enforcement	Complaint
Overcrowding	Code Enforcement	Complaint
Regulated Areas	Code Enforcement	Complaint
Restaurant Sidewalk Patio	Code Enforcement	Complaint
Restaurant/Food Service/Food Truck	Code Enforcement	Complaint
Retaining Wall Failure	Code Enforcement	Complaint

Road Patch Failure	Code Enforcement	Complaint
Sediment/Erosion Control	Code Enforcement	Complaint
Septic	Code Enforcement	Complaint
Stagnant Water	Code Enforcement	Complaint
Weights/Measures	Code Enforcement	Complaint
Wetland Investigation	Code Enforcement	Complaint
Zoning Enforcement	Code Enforcement	Complaint