

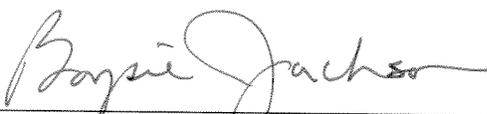
APPROVED BY FRC ON 11/23/2015

Item 11

Finance

Applications Software Technology 2901822

**3100-350072-000000-617900-13824-000000-000000
QOL**

By 
Boysie Jackson
Chief Procurement Office

By: 
Beth Niblock
Chief Information Officer

CONTRACTS GREATER THAN \$750K -- continued

Department	Contract Number	Description	Competitively Bid	Lowest Bid	City Council Approval Date	Office of the Chief Financial Officer Approval Date	Comments
6 HOUSING AND REVITALIZATION	2911480	<p>Contract Amount: \$1,050,000.00 (New)</p> <p>Contract Period: Upon FRC Approval through 6/30/2017</p> <p>Source: 100% Federal Funding</p> <p>Purpose: To Provide Construction Management Services for the City of Detroit's Planning and Development (HRD) Department</p> <p>Contractor: GS Group LLC Location: 17800 Woodward Avenue, Suite 200, Detroit, MI 48203</p>	Yes	Yes	10/13/15	11/23/2015	Contract services to include inspections to determine building hazards, lead-based paint issues and perform risk assessments
7 HOUSING AND REVITALIZATION	2915140	<p>Contract Amount: \$867,000.00</p> <p>Contract Period: 7/1/2015 through 6/30/2016</p> <p>Source: 100% City Funding</p> <p>Purpose: To Provide Professional Services to Private Companies and Organizations to Assist them in Locating/Relocating in the City of Detroit and Create/Retain Jobs to the Low and Moderate Income People of the City of Detroit</p> <p>Contractor: Detroit Economic Growth Corporation Location: 500 Griswold, Suite 2200, Detroit, MI 48226</p>	Inter-Governmental Agreement	Inter-Governmental Agreement	11/17/15	11/23/2015	
8 HUMAN RESOURCES	2877416	<p>Contract Amount: \$1,413,688.66 (Increase of Funds and Extension of Time)</p> <p>Contract Period: 7/1/2015 through 6/30/2016</p> <p>Source: 100% City Funding</p> <p>Purpose: To Provide Temporary Staffing Personnel to the City of Detroit</p> <p>Contractor: Computech Corporation Location: 101 W. Kirby St., Detroit, MI 48202</p>	Exercising Renewal Option	Exercising Renewal Option	11/3/2015	11/23/2015	Original amount \$2,700,562.67, Total Contract Amount is \$4,114,251.33 and original contract date is April 9, 2013 through June 30, 2015. Majority of Employees will be reduced through OCFD Restructuring, HR Restructuring and DDOT Paratransit Call Center Transition Q1 2016
9 HUMAN RESOURCES	2877420	<p>Contract Amount: \$2,990,217.50 (Increase of Funds and Extension of Time)</p> <p>Contract Period: Upon FRC Approval through 6/30/2016</p> <p>Source: 100% City Funding</p> <p>Purpose: To Provide Temporary Staffing Personnel to the City of Detroit</p> <p>Contractor: FutureNet Group Location: 12801 Auburn St., Detroit, MI 48223</p>	Exercising Renewal Option	Exercising Renewal Option	11/3/2015	11/23/2015	Original amount \$2,802,011.10, Total Contract Amount is \$5,792,228.60. Original contract period is April 9, 2013 through June 30, 2015.
10 HUMAN RESOURCES	2877577	<p>Contract Amount: \$627,572.56 (Increase of Funds and Extension of Time)</p> <p>Contract Period: Upon FRC Approval through 6/30/2016</p> <p>Source: 100% City Funding</p> <p>Purpose: To Provide Temporary Staffing Personnel to the City of Detroit</p> <p>Contractor: Premier Staffing Source, Inc. Location: 4640 Forbes Blvd., Suite 200 A, Lanham, MD 20706</p>	Exercising Renewal Option	Exercising Renewal Option	11/3/2015	11/23/2015	Original Contract Amount \$1,685,000.00, Total Contract Amount is \$2,312,572.56. Original contract period is April 9, 2013 through June 30, 2015.
11 	2901822	<p>Contract Amount: \$4,961,800.00 (Increase of Funds) (Continuation of ERP Support)</p> <p>Contract Period: 12/8/2014 through 12/31/2019</p> <p>Source: 100% QOL Funding</p> <p>Purpose: To Provide Implementation of the Oracle Cloud Enterprise Resource Planning (Cloud ERP) System</p> <p>Contractor: Applications Software Technology Location: 1755 Park Street, Suite 100, Naperville, IL 60563</p>	EM Order 39	EM Order 39	N/A	11/23/2015	ERP Implementation targeted for March Go Live Timing includes configuration changes for DWS-D-R, Extension of Core Financial Module, Extension of Advanced Procurement and Extension of Projects and Grant Module
12 IT	2916757	<p>Contract Amount: \$1,784,000.00 (Continuation of ERP Support)</p> <p>Contract Period: January 4, 2016 through July 11, 2016</p> <p>Source: 100% QOL Funding</p> <p>Purpose: To Provide Support to the Oracle Cloud ERP Project</p> <p>Contractor: Ernst & Young U.S. LLP Location: 777 Woodward Avenue, Detroit, MI 48226</p>	EM Order 39	EM Order 39	N/A	11/23/2015	ERP Implementation targeted for March Go Live. Additional months includes DWS-D-R. Original services were based on Fast Track Services

1. Executive Summary

This Statement of Work (SOW) is intended to document the scope, roles, responsibilities, tasks and timeframe for the implementation of the Oracle Cloud Enterprise Resource Planning (Cloud ERP) system and related technologies for the City of Detroit (City).

To achieve the intended business efficiencies and improved system performance inherent in the Software as a Service (SaaS) i.e., Oracle Cloud ERP, it is important to incorporate software driven best business processes and to eliminate redundant and duplicate data entry and manual processes to the extent possible. The Oracle Cloud ERP Systems being implemented will perform the following key business functions:

- Accounting/Finance
- Budgeting
- Procurement
- Project & Grants

1.1 Proposed Software

The following software modules are part of the proposed Cloud ERP solution:

Table 1: Software Bill of Materials

Application Area	Module
Financials Cloud Service	General Ledger
	Accounts Payable
	Accounts Receivable
	Fixed Assets
	Cash Management
	Financial Reports Center Cloud Service
	OTBI for Financials Cloud Service
	Expenses Cloud Service
	Advanced Collections Cloud Service
	Automated Invoice Processing Cloud Service
	WebCenter Forms Recognition Cloud Service
Procurement Cloud Service	Purchasing Cloud Service
	Self Service Procurement Cloud Service
	Supplier Portal Cloud Service
	Supplier Qualification Management

	Sourcing Cloud Service
	Procurement Contracts Cloud Service
	Enterprise Contracts Management Base Cloud Service
	OTBI for Procurement Cloud Service
Planning & Budgeting Cloud Services	Planning & Budgeting Cloud Services
Project Portfolio Management Cloud Services	Project Costing Cloud Service
	OTBI for Projects Cloud Service
	Project Control Cloud Service
	Grants Management Base Cloud Service
	Project Billing Cloud Service
	Project Contracts Cloud Service

The implementation plan has been broken into multiple Waves (as described in Figures 1 and 2 and referred to throughout this Statement of Work) that are logically grouped by product modules. Though most of the project Waves start at the same time to accommodate the City's desired to implement the functionality as soon as possible, grouping them in multiple Waves reduces the risk of delaying all modules, if a particular module has to be delayed.

Staggered start and end dates are designed to accommodate product and implementation interdependencies, software and organizational maturity, and to improve adoption and change management for the new system. The priority and phasing of the individual modules will be adjusted based on the City's priorities, resource availability and system prerequisites and dependencies between different modules.

The software applications implemented will be hosted by Oracle using a cloud (Software as a Service) deployment model. Oracle will be responsible for creating the various systems environments, maintaining, upgrading, patching and meeting uptime requirements (SLAs) as approved by the City.

CITY OF DETROIT PROJECT CHANGE REQUEST

FORM

Requestor(s) : John Hill; Beth Niblock, Denise Starr	Request Date : 11/19/2015
Change # : CR – 03	Priority : High
Functional Area: Cloud ERP and PBCS project Phase 1 Go-live	
Description of Change: Amend the Statement of Work (SOW) to extend Phase 1 Go-live date from October 2015 to November for PBCS a March 2016 for core ERP applications and a September 2016 go-live for DWSD-R enhancements.	
Reason for Change: City leadership has come to the conclusion that they would be best served if they took extra time to ensure that all program risks are mitigated. This extra time would mean that the go-live date would be moved out to March 2016 AST would use this extra time to institute additional rigor for training and testing activities. Additionally, this extra time will allow for the OCFO positions to be filled and in turn, the true users would be in place for training and testing. . It will also allow AST time to implement desired changes within DWSD-R to support the department’s additional needs. To a lesser extent, this extension will allow AST to mitigate any risk and impediments. Those services are listed below as well as the necessary hours needed to achieve the March 2016 go-live plan.	
Impact if not implemented: Without this Change Request, City of Detroit would not be able to meet the Phase 1 Go-live deliverables and DWSD-R enhancements.	
Alternative Solutions: N/A	
Recommendation Solution: AST recommends moving forward with the additional time to accommodate the list of activities listed below: <ul style="list-style-type: none"> - Delay in Chart of Accounts Structure & Value Finalization - Position Control Analysis and Repeated Reviews - Analysis for GLWA/DWSD-R Options and Separate Entity Work - Additional Effort & Sprint Delays Due to Data Extraction & Validation - Technical/Infrastructure - https Server Configuration for iExpense - Lack of City SMRs & Training Resources - Undertake Additional Data Conversion and Support Activities - Extended SIT and UAT testing for new Features and Interface Scope - 23 Additional Interfaces Identified - 38 Additional DWSD-R operational requirements identified to support DWSD-R’s business needs. 	



ERP	
Total	Comments
ERP Wave 1	See Footnotes
\$ 1,761,300	
\$ 1,761,300	Note 1
Total ERP July Go-live (Wave 1)	
AST ERP	
AST DWSD-R ONLY	
\$ 3,200,500	
Total DWSD-R ONLY	Comments
\$ 3,200,500	
Total DWSD-R ONLY	
\$ 3,200,500	

Total fees plus expenses \$ 4,961,800

Notes/Assumptions:

- Note 1:** These cost estimates are based upon an assumption that Cloud ERP (Wave 1 - including Projects and Grants and Position Budgeting) and GLWA/DWSD-R will go-live at once in July ("Big Bang").
- Note 4:** Assumes a July 2016 Go-Live for CoD/GLWA /DWSD-R with a November 2015 start date
- Note 5:** ERP Cloud implementation is static and no further requirements are added or changed with the exception of the 38 requirements for GLWA / DWSD-R
- Note 6:** CoD to perform data extractions by Business Unit/Ledger/Asset Book
- Note 7:** PPM will be implemented throughout CoD including GLWA and DWSD-R
- Note 8:** CoD will provide a dedicated PPM SMR
- Note 9:** GLWA PBCS solution requires a separate instance and requires new licenses
- Note 10:** GLWA will use same SOA/UPK/FTP environment
- Note 11:** Changes to GLWA's WAM environment for Cloud ERP environment would be GLWA's responsibility
- Note 12:** Assumes no organizational changes affecting current SMR and DoIT resources.

EXHIBIT A

SCOPE OF SERVICES

I. Notice to Proceed

The term of this Contract shall begin on December 8, 2014 and shall terminate on December 31, 2019. The Contractor shall commence performance of this Contract upon receipt of a written "Notice to Proceed" from the City and in the manner specified in the Notice to Proceed.

II. Services to be Performed

Project Description	(Statement of Work attached)
Project Objective	(Statement of Work attached)
Project Schedule	(Statement of Work attached)
Project Materials	(Statement of Work attached)
Project Coordination	(Statement of Work attached)
Project Location	(Statement of Work attached)
Project Deliverables	(Statement of Work attached)

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	Advanced Collections Cloud Service
	Automated Invoice Processing Cloud Service
	WebCenter Forms Recognition Cloud Service
Procurement Cloud Service	Purchasing Cloud Service
	Self Service Procurement Cloud Service
	Supplier Portal Cloud Service
	Supplier Qualification Management

	Sourcing Cloud Service
	Procurement Contracts Cloud Service
	Enterprise Contracts Management Base Cloud Service
	OTBI for Procurement Cloud Service
Planning & Budgeting Cloud Services	Planning & Budgeting Cloud Services
Project Portfolio Management Cloud Services	Project Costing Cloud Service
	OTBI for Projects Cloud Service
	Project Control Cloud Service
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Project Location	(Statement of Work attached)
Project Deliverables	(Statement of Work attached)

EXHIBIT B

FEE SCHEDULE

I. General

(a) The Contractor shall be paid for those Services performed pursuant to this Contract a maximum amount of Seventeen Million and 00/100 Dollars (17,000,000.00), for the term of this Contract as set forth in Exhibit A, Scope of Services.

(b) Payment for the proper performance of the Services shall be contingent upon receipt by the City of invoices for payment. Each invoice shall certify the total cost, itemizing costs when applicable. Each invoice must be received by the City not more than thirty (30) days after the close of the calendar month in which the services were rendered and must be signed by an authorized officer or designee of the Contractor.

II. Project Fees

(Statement of Work attached)

III. Project Billing

(Statement of Work attached)

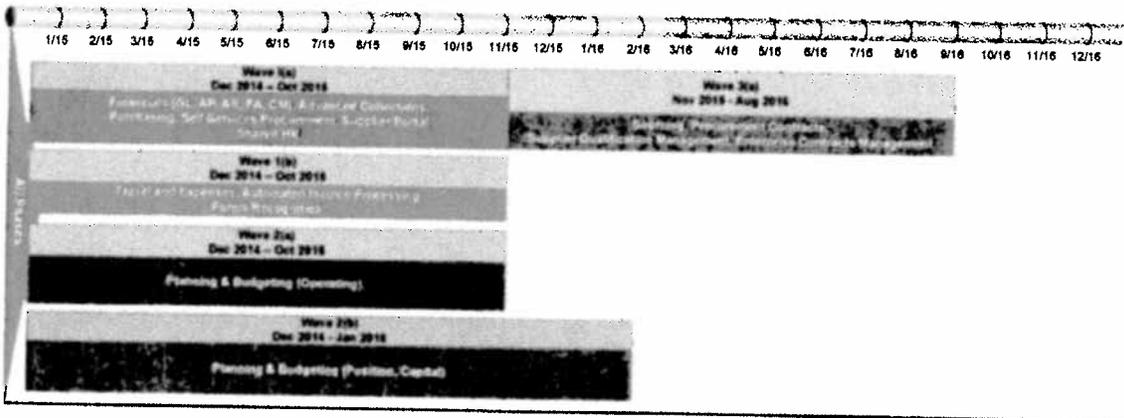
1.2 Project Timeline

The proposed Cloud ERP functionality will be implemented in a multi-wave approach in order to accommodate City's preferences and provides the following advantages:

- Enables the City to use core Cloud ERP applications by October 2015
- Synchronizes the go-live phases by functional areas to add efficiency and reduce the risk to the project
- Accommodates the use of Budgeting module for the FY2017 budget process
- Establishes core functionality and stabilizes the system before rolling out the non-core modules
- Allows for better resource utilization training and change management execution

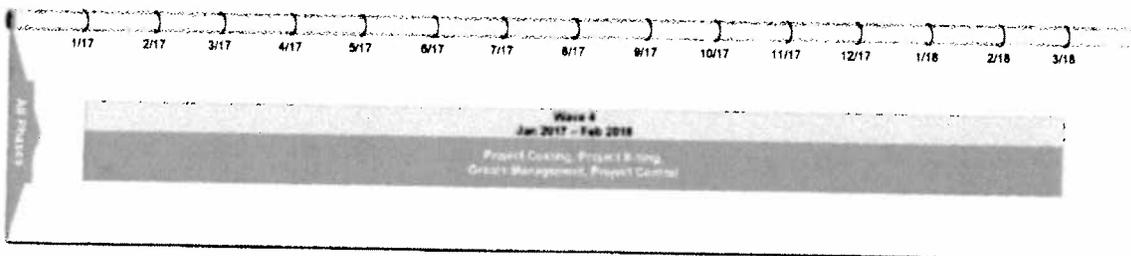
The Waves are depicted in the graphic below:

Figure 1 High-Level Project Timeline



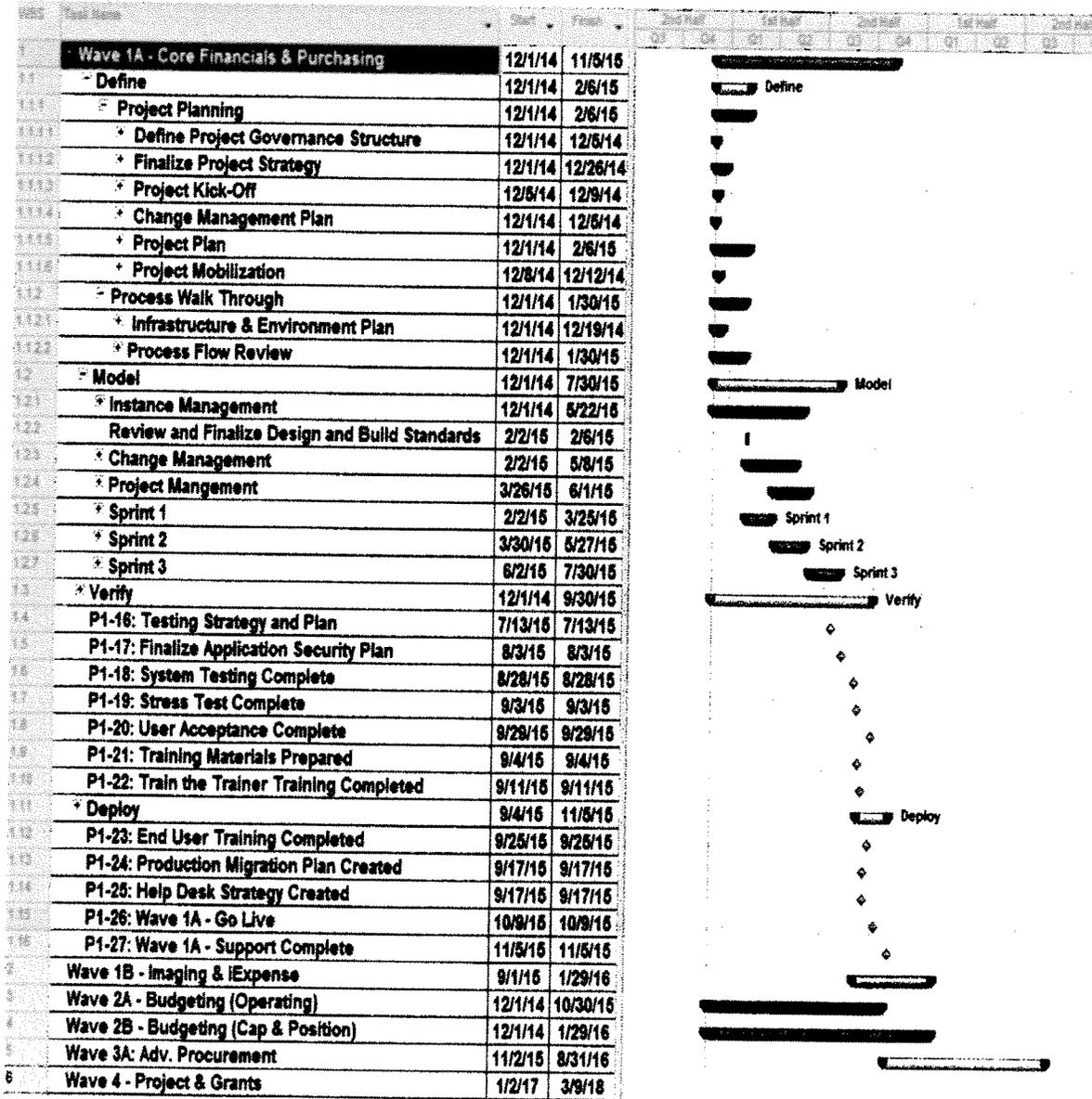
Projects and Grants implementation is being considered for implementation starting in January 2017 based on the business users preferences. During the Define phase of the project AST will capture the integration requirements with the existing legacy Projects and Grants system and broad business requirements in order to determine the final timeline and implementation parameters.

The preliminary timeline for the implementation of Project/Grants module is illustrated in the following diagram as an independent phase.



The proposed plan will be refined with City's input during the "Define" phase of the project. Proposed project Waves, key tasks and milestone of the initial project plan are shown in the illustration below:

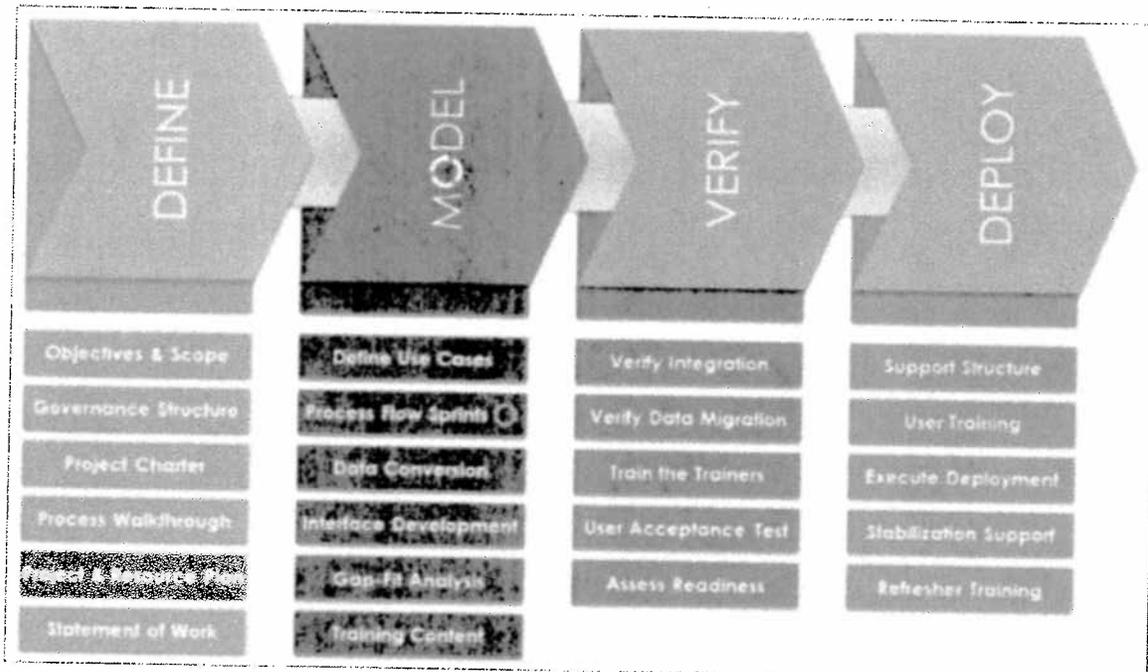
Figure 2 *High-Level Project Plan*



1.3 Project Methodology

The use of industry best practices driven software implementation methodology is key to the success of Cloud ERP system projects. AST Corporation proposes to use its proprietary EDM (Enterprise Domain Model) Methodology – with all of its tools, templates, and a repository of helpful and innovative solutions. The main objective of AST’s EDM Methodology is to provide standard methods and enforce software driven business practices to ensure that the project is conducted in a disciplined, well-managed, and consistent manner.

Figure 3 *EDM Methodology Overview*



EDM is a thorough approach to driving software implementation projects to on-time delivery. It has been developed exclusively for Oracle Cloud ERP implementations and incorporates AST’s institutional knowledge of large number of successful implementations in the Public Sector. The AST Project Team will work closely with the City’s management team to adopt the EDM templates and deliverables to meet the City’s objectives.

Since each of the City’ departments may have unique business needs, AST will monitor project’s progress and will identify potential critical path tasks to determine the best way to meet the City’ objectives and to administer the project effectively. As defined by the PMBOK method, EDM methodology is focused on managing each project with these key objectives in focus:

- Clearly identifying requirements
- Continually establishing clear and achievable objectives and managing scope
- Continually balancing competing demands for quality, scope, time, and cost

2. Scope of Services

The following services will be provided by AST during this project.

2.1 Project Governance

AST will remain committed to the Project Roles as described in Section 3 (Three) throughout the project for these keys objectives:

- Continually establishing clear and achievable objectives and managing scope
- Identifying and managing critical business processes and success factors
- Adapting best business processes and incorporating related training and change management effort to streamline the business functions
- Continually monitor the project risks so they can be addressed promptly
- Follow established change control process for any deviation in cost and timeline
- Stay engaged with the City's management and project sponsors and communicate effectively and promptly

As part of the EDM methodology, AST will work with the City to establish an overarching communication and control model whereby the project's executive leadership can establish the proper levels of ownership over operations and ensure that all policies and procedures are properly enacted. The elements of this model include processes, policy, procedures and other resources required to carry out effective governance.

AST's project management team will work with the City and Ernst & Young (EY) to support the structure for the project so that the responsibilities and accountability for the project may be clearly defined and accepted at an appropriately high level within the organization.

The main areas of coverage that the governance support structure will include are:

- **Processes** – Processes are the way that tasks are carried out.
- **Policy** – Policies reflect the rules governing Oracle Cloud ERP implementation project-related processes.
- **Procedure** – Procedures represent an implementation of policy and can evolve over time as new tools emerge, new processes are designed, and the risks associated with an area change in response to internal or external environmental changes.
- **Templates** – Forms and templates are tools that aid in the completion of procedures and maintain consistency in project communications and status reporting.

AST will effectively manage the day to day operation of the project with the help of the joint EY and the City team as described in Section 3 (Three) for each of the following tracks:

- Time/Schedule Management
- Communication Management

- Scope Management
- Integration Management
- Cost Management
- Subject Matter Resource Management
- Quality Management
- Risk and Issue Management
- Stakeholder Engagement

2.1.1 Organizational Change Management

Given the indeterminate nature of change, there is no single best approach. However, a structured approach that has been proven for similar implementations does allow for a methodical evaluation of the potential consequences of the change and to eventually achieve successful organizational change.

2.1.2 Project Change Control Process

Any change in scope of the project as described in the Statement of Work, or changes that would affect the scope, timeline, resources or cost would be processed using this Project Change Request process. This would include:

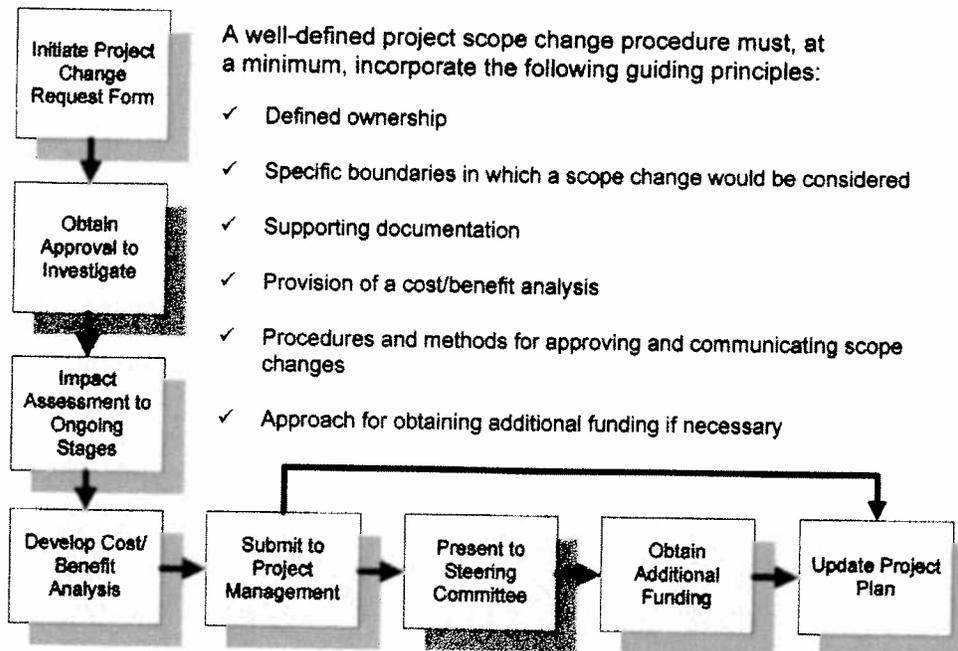
- Customizations
- Extensions
- Amendments
- Additional Reporting
- Other Changes

For each customization and extension that gets approved, the following will be provided:

- Functional Design
- Technical Design
- Test Scripts

The PCR contains a description of the desired change, the business reason for the change, alternatives to the desired change, and estimates of resources, time, and/or cost to incorporate the change as well as any other pertinent information. This will allow the City to make a decision whether to approve and incorporate the change into the project or not.

The framework for the change control process is illustrated in the following diagram.



- A well-defined project scope change procedure must, at a minimum, incorporate the following guiding principles:
- ✓ Defined ownership
 - ✓ Specific boundaries in which a scope change would be considered
 - ✓ Supporting documentation
 - ✓ Provision of a cost/benefit analysis
 - ✓ Procedures and methods for approving and communicating scope changes
 - ✓ Approach for obtaining additional funding if necessary

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the project. It will also include the scope of the change, a description of the activities to be completed as part of the project change request, an outline of the responsibilities of the parties involved and the estimated level of effort (and cost) to complete.
- The City Project Manager shall be authorized on behalf of the City to approve Change Orders that do not increase the cost of the Project or delay the completion of the Project.
- If a change request has an impact on budget or schedule, it will be presented to the City steering committee for approval. The steering committee will determine whether the benefits of the proposed change merit the investment, and whether they are willing to provide additional funding. Resolution (acceptance or rejection) of the PCR will be documented on the PCR in the Resolution section.
- If approved, a written Project Change Request (PCR) will be signed by both AST and **Error! Unknown document property name.**'s Project Managers to authorize implementation of the requested change.
- Approved Project Change Requests will be incorporated into the project work plan and assigned to the appropriate resources.
- Upon receiving an approved Change Order, AST shall promptly commence performing the Services described in the Change Order.

The change control form template is attached below. The city will adopt this template based on internal protocol and approval requirements.

Exhibit A: Statement of Work

Requestor : <name of person requesting change>		Request Date : <Enter Date>	
Change # : <Reference for CC Master List>		Target Release: <Enter Date>	
Priority : <Indicate high, low or medium Priority>			
Functional Area:			
Description of Change: <This section may be a cross-reference to a spec but a summary should nevertheless be contained here>			
Reason for Change:			
Impact if not implemented:			
Alternative Solutions: <State if alternate solutions were considered>			
Recommendation Solution: <State the proposed solution with reason for choosing the same>			
Schedule Impact			
Milestone/Task	Orig. Date	New Date	Change
Resource impact			
Cost Impact			
<ul style="list-style-type: none"> • Documentation • Development • Testing 			
Approvals			
Name	Title	Initials	Date Approved

2.2 Interface Development

The following is an initial list of interfaces that have been identified by the City and EY for this project.

Table 2: Identified Interfaces

Identifier	Functional Area/Department	Interface Description	Source System	Target System	Scope
INT-01	GL	DAH interface transferring violation tickets from DAH system to Oracle DRMS	DAH	Oracle DRMS	One-way
INT-02	Procurement	Requisitions from Work Order Asset Management system to Oracle DRMS	WAM	Oracle DRMS	One-way
INT-03	Procurement	Purchase Orders from Oracle DRMS to Work Order Asset Management system	Oracle DRMS	WAM	One-way
INT-04	Procurement	Receipts from Oracle DRMS to Work Order Asset Management system	Oracle DRMS	WAM	One-way
INT-05	GL, Projects and Grants	Distribution of cost to GL, Projects and Grants from Labor Distribution System	LDS	Oracle DRMS	One-way
INT-06	GL, Projects and Grants	Capital Investment Projects to GL, Projects and Grants	CIP	Oracle DRMS	One-way
INT-07	AP	Data file from MobileEyes to Oracle DRMS for invoice creation	MobileEyes	Oracle DRMS	One-way
INT-08	AP	Paid invoice information from Oracle DRMS to MobileEyes	Oracle DRMS	Mobile Eyes	One-way
INT-09	AR	Lockbox file from banks	Banks	Oracle DRMS	One-way
INT-10	TCM	Bank statement interface to TCM	Banks	Oracle DRMS	One-way
INT-11	AP	ACH interface from Oracle DRMS to banks	Oracle DRMS	Banks	One-way
INT-12	AP	Positive Pay file from Oracle DRMS to banks	Oracle DRMS	Banks	One-way
INT-13	AR	MobileEyes invoice data from Oracle DRMS to Wolverine (third party)	Oracle DRMS	Wolverine	One-way
INT-14	Procurement	Purchase Orders from Oracle DRMS to DDOT M5	Oracle DRMS	DDOT M5	One-way
INT-15	Procurement	Requisitions from DDOT M5 to Oracle DRMS	DDOT M5	Oracle DRMS	One-way
INT-16	Procurement	Receipts from DDOT M5 to Oracle DRMS	DDOT M5	Oracle DRMS	One-way

Exhibit A: Statement of Work

INT-18	AP	BS&A file upload to AP	BS&A	Oracle DRMS	One-way
INT-19	AP	Police Department Payable information file to AP	Police Dept.	Oracle DRMS	One-way
INT-20	AP	Garnishments payable information file to AP	Garnishments	Oracle DRMS	One-way
INT-21	AP	Jury duty payable information file to AP from 36th District Court	36th District Court	Oracle DRMS	One-way
INT-22	AP	Property Tax information file to AP (Past-year receivables)	Property Tax	Oracle DRMS	One-way
INT-23	AP	Medical bills payable information file to AP from Risk Management	Risk Mgmt.	Oracle DRMS	One-way
INT-24	AP	Advance Pay payable information file to AP	Payroll	Oracle DRMS	One-way
INT-25	AP	Check data payable history information file to AP from Comerica	Comerica	Oracle DRMS	One-way
INT-26	AP	Third party payable information file to AP	City of Detroit	Oracle DRMS	One-way
INT-27	AP	Poll Work payment information file to AP	Poll Work	Oracle DRMS	One-way
INT-28	AP	Employee Refund (Mileage, etc.) payment information file to AP	Employee Refunds	Oracle DRMS	One-way
INT-29	AP	Fire Mileage payment information file to AP	Fire Dept.	Oracle DRMS	One-way
INT-31	TBD	Tidemark			TBD
INT-32	TBD	MIP			TBD
INT-34	TBD	REVS			TBD
INT-35	TBD	AIM	AIM		TBD
INT-38	TBD	GIS			TBD
INT-39	TBD	Debt & Investment Solution interface inbound to new Cloud ERP solution	Debt & Investment Solution	New Cloud ERP solution	One-way
INT-40	TBD	Debt & Investment Solution interface outbound from new Cloud ERP solution	New Cloud ERP solution	Debt & Investment Solution	One-way
INT-41	Finance - Treasury	Netvantage	Point of Sale (POS) system	Oracle DRMS	One-way
INT-42	Finance -	Point & Pay	POS system	Oracle	One-way

Exhibit A: Statement of Work

	Treasury			DRMS	
INT-44	Finance - Treasury	BS&A Tax.net	POS system	Oracle DRMS	One-way
INT-45	Human Resources	HR interface(s)	HR solution	ERP solution	One-way
INT-46	Human Resources	HR interface(s)	ERP solution	HR solution	One-way
INT-47	DWSD	Enquesta	Enquesta	ERP solution	One-way
INT-48	DWSD	Inovah	Inovah	ERP solution	One-way
INT-50	Grants	eCivis	eCivis	Oracle DRMS	One-way
INT-51		iLookabout		Oracle DRMS	One-way
INT-52	AP	Void payment register from Oracle DRMS to banks	Oracle DRMS	Banks	One-way
INT-53	AR	DAH AR interface transferring violation tickets from DAH system to Oracle DRMS	DAH	Oracle DRMS	One-way
INT-56	AR	City Tax/TAS	City Tax	Oracle DRMS	One-way
INT-57		HRS.PRO interface from DRMS	Oracle DRMS	HRS.PRO	One-way
INT-58	Procurement	BidSync – Bridge system interface	Oracle Fusion	BidSync	Two-way

AST will provide the overall design and implementation guidance for the interfaces and develop the interface programs to/from Oracle Cloud ERP. The City will be responsible for the interfaces to/from the legacy systems and making any changes to the City's legacy systems to support the interfaces.

2.3 Data Conversion

The City can fully utilize the new Oracle system only if the essential data is converted from the City's current legacy system to the new Oracle Cloud ERP Applications. Required master data and balances will be converted as per the final scope definition documented created during the Define phase of the project.

This following table identifies the roles and responsibilities related to data conversion tasks.

Table 3: AST and the City Data Conversion Responsibilities

Activity	Primary	Secondary
Conversion Planning	AST	City

Exhibit A: Statement of Work

Analysis	AST	City
Data Cleansing	City	AST
Design & Data Mapping	AST	City
Validation of Mapping Elements	City	AST
Data Extraction from the legacy systems	City	AST
Develop Conversion Programs for Oracle Cloud ERP	AST	City
Test Conversion Programs	AST	City
Data Loading	AST	City
Data Validation	City	AST
Data Acceptance	City	Not Applicable

2.4 Reports Development

To the extent possible, the City reporting requirements will be met through standard reports and embedded analytics that come pre-built with the Cloud ERP system. In addition to standard reports, the City's end users will be trained to perform transactional ad-hoc queries and reports directly from their application screens. Additional custom reports may be developed to support the future business processes, however at this time a full scope of reports development effort cannot be determined.

2.5 Training Services

The training scope of work includes formal classroom training using the "Train-the-Trainer" model. AST shall create training material based on the software package configuration, and shall provide training to the City's designated training leads. Training delivery will be instructor-led, including lectures, presentation material, and exercise work for each session. Such training will address certain unique City processes as approved by the project Steering Committee.

Designated trainers from the City will conduct the training sessions after participating in the formal Train-the-Trainer sessions with AST. All training will be performed at the City's sites. The training locations should include training aids such as a projector, whiteboard and workstations. The City will designate a training coordinator to ensure that the training schedules are executed efficiently, participation is maximized and the attendees receive the full value of training services.

Training will consist of the following key activities:

- Determine who needs training on what topic.
- Determine course curriculum and work with the City to customize the training material to map to the application configuration to be deployed.
- Coordinate the training program to ensure maximum attendance and value from the training (City Responsibility).

- Organize and publish a training schedule, inform staff of where and when their attendance is required (City Responsibility).
- Deliver Train-the-Trainer courses.
- Deliver the end-user training according to the schedule (City Responsibility).
- Review and improve the training throughout the duration as needed.

2.6 Production Deployment & Support

Production deployment includes moving the Wave of users and functions from the pre-production environment to the live production environment, support for critical first days and weeks of live operation, system monitoring, and optimizations as needed. In preparation for production go-live for each of the project Wave City's preparedness is thoroughly accessed particularly for the help desk structure, change management and user training activities.

AST has included at least 1 month of stabilization and post production support after go-live of each Wave of the project. The post production support will begin at go-live of each phase and will continue for thirty (30) consecutive calendar days and in addition to issue resolution will include as needed refresher training for users.

The priority assigned to a Service Requests is primarily determined by the following factors:

- The impact on the business in size and scope; e.g., financial impact (loss)
- The urgency to the business in time-dependent operations
- The AST and City resource requirements and availability

The following are the definitions that will guide how system issues will be prioritized by AST and the City to make the best use of help desk and consulting resources.

Table 4: Service Request (SR) Priority Definitions

Severity	Description of Service Request Severity (Priority) Code
Priority 1	Defined as an incident that renders a production system inoperable. Users are unable to connect to or use the system to support the City business functions (for example, payroll cannot be processed). Priority 1 issues will be continuously worked upon by AST Analysts 24x7 basis until it moved to a stage where user acceptance/input or Oracle support analyst's work is required.
Priority 2	Defined as an intermittent outage and/or failure of the Production System, interfering with normal operation. May also be defined as a system/application that is operating but with severe restriction (for example, performance is unacceptably slow), or affects a time sensitive function. Priority 2 issues will be worked during City's business hours until the issue is resolved. In case of multiple outstanding issues and limitation of resources, Priority 2 issues will be handled after Priority 1 issues.
Priority 3	Defined as a production system/application problem affecting multiple users. The majority of the functions are still usable. Some circumvention may be required to reestablish normal service (for example some users are no longer in the approval hierarchy). Priority 3 issues will be worked during City's business hours. AST will work with City in prioritizing the issues and the resolution time. In case of multiple outstanding issues and limitation of resources, Priority 3 issues will be handled after Priority 1 and Priority 2 issues.

Exhibit A: Statement of Work

Severity	Description of Service Request Severity (Priority) Code
Priority 4	Defined as a production system/application problem isolated to a few people, performing non-critical tasks and an alternative workaround exists. The majority of the functions for most users are still usable. (For example, a particular user cannot print reports.) Priority 4 issues will be worked during City's business hours. AST will work with City in prioritizing the issues and the resolution time. In case of multiple outstanding issues and limitation of resources, Priority 4 issues will be handled after Priority 1, Priority 2 and Priority 3 issues.
Priority 5	Defined as informational only or scheduled system downtime for maintenance. No users are adversely impacted. Priority 5 issues will be handed as per published maintenance schedule to minimize the system down time and may be combined with other patches for application to the system in a batch mode.

The priority of a Service Request does not necessarily determine how soon an issue will be resolved; it merely indicates the urgency and order in which the issues will be undertaken for resolution. The resolution time will depend on several factors including the complexity of the problem, dependency on users' input, ease of replication in test environment, Oracle's support organization etc. Resolution of issues may require the software or hardware vendor to provide patches or replacement parts, and therefore may not be within the control of AST. However, it will be the responsibility of AST during the Support periods to coordinate the resolution of Cloud ERP System issues.

2.7 Planning & Approval Protocol

AST will adhere to the following protocols with respect to Wave planning, execution and validation:

- ▶ During the Define phase of the project (see Section 4, Table 10), the general outline of the work performed and expected outcome for each Wave will be identified and documented.
- ▶ Prior to the beginning of each Wave, the work plan, outcomes and deliverables for that Wave will be formally presented to the steering committee for their approval. AST will begin work once the steering committee approves the work plan.
- ▶ AST will present the outcomes and deliverables of the work plan to the steering committee for validation before beginning another Wave.
- ▶ The City understands that work on multiple project Waves may be simultaneously performed.

3. Project Responsibilities

For the successful execution of the project, the cooperation, support and interaction with the City of Detroit project team members and Independent Verification and Validation (IV&V) vendor – EY, will be valuable to the AST consultants working on the project. Listed below are the expected staff member roles for AST Corporation and the City.

3.1 AST Project Roles

Table 5: Definitions of Key AST Roles

AST Role	Responsibilities
Project Executive	This individual have ultimate authority over the Project, and are responsible for ensuring appropriate funding and resource commitment. The Executive Sponsor work with the Steering Committee and Project Managers to ensure that the project meets the company's Goals and Objectives.
Project Director	Will have overall responsibility over the team members on the project. Provide leadership for the project throughout its duration. Strategically oversees, monitors and manages the project from an executive level. Provides support for the Project Manager, assists with major issues, problems
Project Manager	Accountable for planning, management and execution of the project. Serves as the City's main point-of-contact for project communications and directs all day-to-day activities of the project team. Duties include risk and scope management, building and maintaining project plans, coordinating priorities with team leads, monitoring project progress and compliance with budget and time constraints, assigning tasks to resources, monitoring staff performance and participating in quality assurance of the deliverables.
Solution Architect	Provides the design link between and engagement's consultancy phase, when the client's needs are explored and defined, and implemented under the direction of a project manager. Plans, conducts, and analyzes unique problems in a broad system; prepares overall project recommendations; determines a design strategy and ensures consistency across all configuration streams; designs and monitors testing and implementation plans; studies broad areas of projected work processes which cut across systems; conducts continuing review of computer technological developments applicable to system design; and prepares long range forecasts.
Change Management Lead	Evaluates and assists with the City's organizational readiness during the systems implementation process. Identifies the business/personnel impact and proactively addresses the related change management issues.
Training Lead	Leads the training strategy analysis and the development of training materials. Leads the delivery of training. Oversees the development of daily training curriculum. Also provides oversight to those project participants that are contributing to the training material, instruction, and other training related content. Selects the training aids and medium by which

Exhibit A: Statement of Work

AST Role	Responsibilities
	aids are delivered. Utilizes relevant evaluation data to revise or recommend changes in instructional objectives and methods.
Module/Track Lead	Responsible for team coordination, scheduling and planning module specific and cross module configuration, testing and other implementation tasks. Maps system features of an implementation to the desired business functionality. Manages Conference Room Pilots. Coordinates system requirement definitions across all modules. Designs interfaces between systems. Supervises test cases and system testing. Creates the requirements definition and/or gap analysis for a project and defines the approach to resolution of functional issues. Interfaces with the client users and other functional and technical analysts to gather and clarify requirements.
Functional Consultants	Provide mapping for business requirements and processes to application functionality, understand application integration for the modules in their area of experience, as well, as the interfaces and batch programs. Defines all reporting requirements, determines the existence of gaps in functionality and provides options on best business practices. Assists the City's users in systems requirement definitions for modules. Design, test, and validates data conversions and interfaces and tests the overall application functionality in his/her specific area of expertise.
Technical Architect	Establish design and development standards and ensures the adherence of programs to the quality standards and specifications. Conducts unit and integration testing, knowledge transfer and troubleshooting of system issues. Assist with production cutover activities.
Technical Consultant	Creates technical design documents for various system components including data conversion, interfaces and personalization. Creates interfaces and conversion programs. Assists with the data extraction and load during the implementation process. Assist with personalization, workflow and reports development. Support application testing cycles. Assist with post-production support.
Security Analyst	Provides guidance to the project team on configurations related to system and network security, access to data and application menus, reports and features. Creates process and documentation to support ongoing system access management. Helps test the features and functions related to data and system security.
System Administrator	Create new users, roles and responsibility as needed for the various access functions. Creates procedures for managing and monitoring background jobs, workflows and system alerts. Assists the developers in registration and migration of programs and data. Manages various system environments during the project and helps resolve system problems.

3.2 City's Roles

Table 6: Definitions of Key City Roles

City Role	Responsibilities
Project Sponsors	Maintain the project vision, act as the project champions, These individuals will have ultimate authority over the Project, and are responsible for ensuring appropriate funding and resource commitment. The Project Sponsor work with the Steering Committee and Project Managers

Exhibit A: Statement of Work

City Role	Responsibilities
	to ensure that the project meets the company's Goals and Objectives.
Steering Committee	The Executive Steering Committee provides directions to the City-wide staff to view the project as a top priority. They provide project oversight, address issues presented by the Project Managers, clear roadblocks that jeopardize project success. Review and decide on major changes to the project. Set and maintain alignment of project goals and expectations. Provide insight and counsel in addressing policy and cross-functional issues. Provide assistance in managing the expectations of the organization in terms of the challenges, issues and benefits of an integrated system.
Project Manager	Accountable for planning, management and execution of the project. Is the City's main point-of-contact for project communications and directs all day-to-day activities of the City project team. Duties include risk and scope management, building and maintaining project plans, coordinating priorities with team leads, monitoring project progress and compliance with budget and time constraints, assigning tasks to resources, monitoring staff performance and participating in quality assurance of the deliverables.
Contract Manager	Evaluates and measures Vendor's performance against project timeline deliverables and agreed upon project metrics. Responsible for negotiation of pricing/validation of additions to Scope of Project.
Subject Matter Expert (SME), One (1) per Module per business area.	Responsible for describing desired business functionality, processes and procedures specific to their subject area. Assist with application configuration and Conference Room Pilots. Takes a leadership role in the analysis, cleanup, and validation of legacy data. Assists with the analysis, design and development of end-user reports. Works interactively with the AST Functional Lead in the resolution of Functional issues. Assists with the creation of testing scripts, participates in both unit and integration testing. Takes the lead in parallel and acceptance testing of modules within their subject area. Will assist in the creation of training material and take a leadership role in the delivery of the training of end-users. Will be the lead in the configuration of the production environment.
Business Analysts	Participate in the requirements, design and configuration sessions. Assist in identifying and supporting the implementation of processes within the business. Assist in resolving data conversion issues. Assist in data cleansing, interface design and testing activities. Participate in user acceptance testing activities. The Business Analyst's role is to support the SME on an as needed basis, however in cases of specialized applications and to represent their departments, they may have to assume a leadership role typically performed by SMEs.
Network / System Admin	Monitors and tunes systems software, peripherals and local networks. Resolves local system problems. Takes a leadership role in the end-user desktop configuration. Monitors and supports the local network bandwidth.
Technical Staff	Assists with interface design and development. Provide legacy data extraction and load during the implementation process. Review and resolve technical issues. Support application testing cycles. Assist with production cutover activities. Assist with post-production support.
Change Management Lead	Evaluates and assists with the City's organizational readiness during the systems implementation process. Assists with the creation and execution of the communication plan. Identifies the business/personnel impact and proactively addresses the related change management issues. Provides feedback and analysis to implementation team as it relates to

Exhibit A: Statement of Work

City Role	Responsibilities
	impact of organizational change. Assists with creation of the training plan, training delivery, and coordination of feedback on effectiveness of training deliverables.

The following is the projected staffing requirements from the City:

Table 7: City Staffing Requirement

CoD Personnel Role	Project Phase						
	Define	Model Sprint1	Model Sprint2	Model Sprint3	Verify Test/Train	Production	Post Go-Live
Steering Committee	10% 4 hr/Week	5% 2 hr/Week					
Project Manager	100% 40 hr/Week	30% 12 hr/Week					
Project Administrator	100% 40 hr/Week	10% 4 hr/Week					
Change Management Lead	100% 40 hr/Week	30% 12 hr/Week					
Training Lead	20% 8 hr/Week	20% 8 hr/Week	20% 8 hr/Week	50% 20 hr/Week	100% 40 hr/Week	100% 40 hr/Week	30% 12 hr/Week
Team Leads / SMEs (1 per Business Area)	80% 32 hr/Week	50% 20 hr/Week					
Business Analysts / Users (1 per Business Area, Dept.)	30% 12 hr/Week	30% 12 hr/Week	30% 12 hr/Week	25% 10 hr/Week	50% 20 hr/Week	30% 12 hr/Week	20% 8 hr/Week
Legacy System Developers (4-5 FTE) based on number of source systems	30% 12 hr/Week	50% 20 hr/Week	50% 20 hr/Week	100% 40 hr/Week	100% 40 hr/Week	100% 40 hr/Week	25% 10 hr/Week
Network / System Administrator (1 FTE)	20% 8 hr/Week	20% 8 hr/Week	10% 4 hr/Week	10% 4 hr/Week	20% 8 hr/Week	20% 8 hr/Week	5% 2 hr/Week

3.3 IV&V Service Provider (EY) Role

EY will have program management and functional Subject Matter Resources participate and monitor various activities that culminate in these defined milestones. EY will assist in the identification, documentation and tracking of major project issues and risks. Through weekly status reports, risk logs, and steering committee meetings EY will help to communicate the issues and identify dependencies and other related components such as time, scope and budget related to project risks. EY will work with the City to develop a simple reporting dashboard of key project metrics. Proper contingency planning will help the City understand what options are available should there be a risk that affects a deadline, dependency or impact to the timeline in general. EY will work with the City to outline where contingencies might be desired and put together plans to address the contingencies factoring the macro view of the City and the many stakeholders in this complex project.

3.4 Roles & Responsibilities Matrix

The tasks and activities that each of the roles are responsible for are identified in the following table. The purpose of this table is to delineate the primary and secondary roles for each of the tasks. A designation of "Participate" includes optional involvement by the representative of the organization.

Table 8: Roles & Responsibilities Matrix

Key Tasks	Organization		
	AST	EY	City
Project Governance & Management			
Scope & Budget Control	Assist	Lead	Assist
Project Management	Assist	Lead	Assist
Project Plan Creation & Maintenance	Assist	Lead	Assist
AST Resource Allocation	Lead	Assist	Assist
City Resource Allocation	Assist	Assist	Lead
Project Status Monitoring and Reporting	Assist	Lead	Assist
Project Communication	Assist	Assist	Lead
Solution Definition & Build			
Reporting Analysis and Design	Lead	Participate	Assist
Business Requirements Analysis and Definition	Lead	Participate	Assist
Deliverable Acceptance	Assist	Assist	Lead
Reporting Requirements Analysis	Assist	Participate	Lead
Solution Design	Lead	Participate	Assist
Functional and technical specifications creation and validation	Lead	Participate	Assist
Application Setup	Lead	Participate	Assist
Conference Room Pilot (Sprints)	Lead	Participate	Assist
Data Conversion, Interfaces & Reports			
Interface Design	Lead	Participate	Assist
Data Conversion Extracts from Legacy	Assist	Participate	Lead
Data Conversion Programs Development	Lead	Participate	Assist
Data Cleanup and Validation	Assist	Assist	Lead
Interface Development	Lead	Participate	Assist

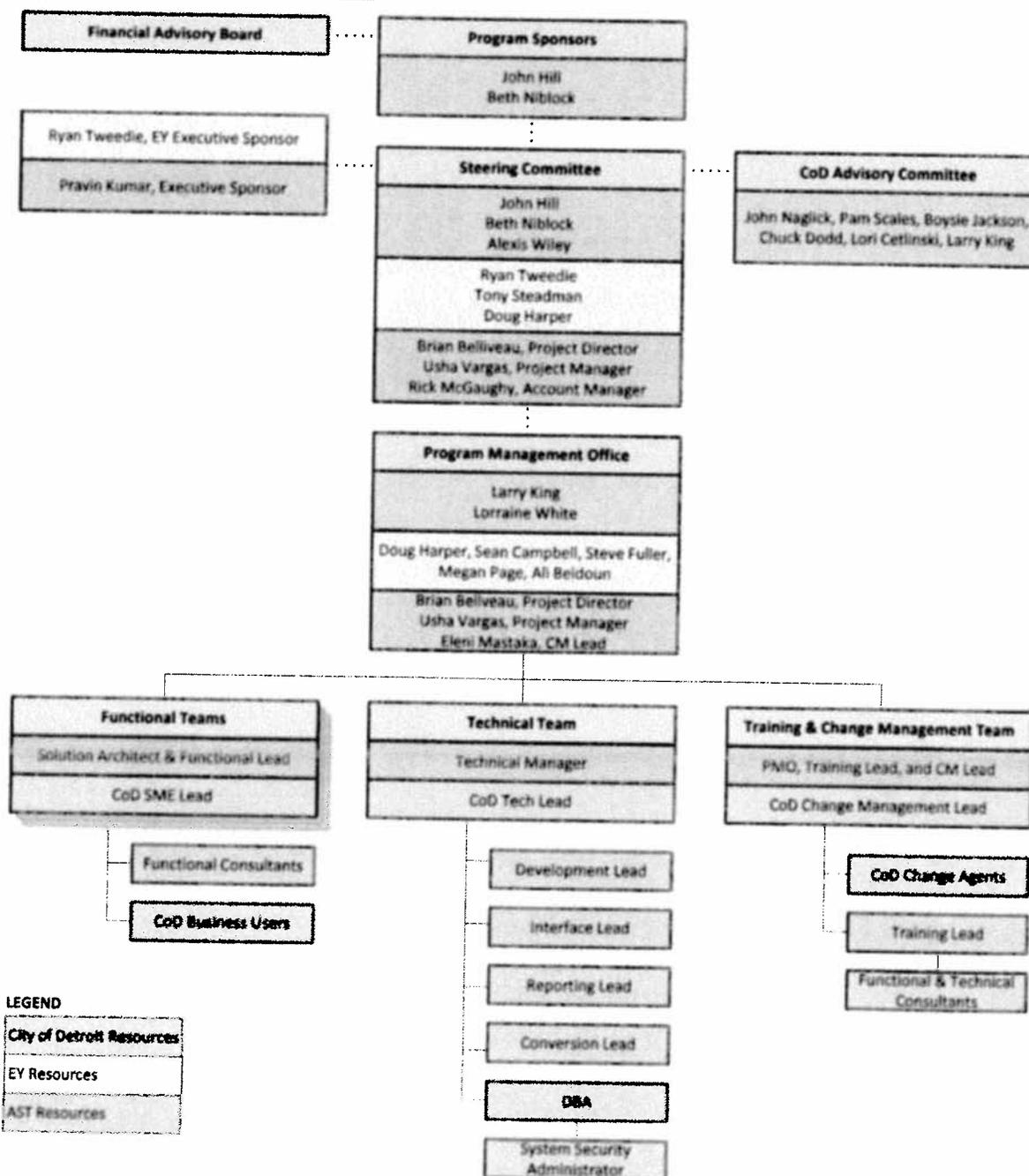
Exhibit A: Statement of Work

Reports Development	Lead	Participate	Assist
User Procedure Documentation	Assist	Assist	Lead
Testing			
Test Script Creation (UAT)	Assist	Lead	Assist
Testing Issue Resolution	Lead	Assist	Assist
System (Unit) Test	Lead	Participate	Assist
Integration Test	Lead	Participate	Assist
Stress Testing	Lead	Assist	Assist
Parallel Test	Lead	Assist	Assist
User Acceptance Test Execution	Assist	Assist	Lead
Training & Change Management			
Create and Manage Training Plan	Lead	Assist	Assist
Training Coordination and Feedback	Assist	Assist	Lead
Training Material Development	Lead	Participate	Assist
Training Delivery & Knowledge Transfer (TTT)	Lead	Participate	Assist
End User Training Delivery	Assist	Lead	Assist
Change Management Analysis and Planning	Lead	Assist	Participate
Change Management Execution	Assist	Assist	Lead
Change Management Feedback Analysis	Assist	Lead	Assist
Technical & Architecture Tasks			
Instance Planning and Architecture	Lead	Assist	Assist
Desktop, Handhelds and Peripheral Support	Assist	Participate	Lead
Monitor and Ensure Network Performance	Assist	Participate	Lead
Technical Issues Resolution	Lead	Participate	Assist
Patch Management & Regression Testing	Lead	Participate	Assist
Production Configuration Migration	Lead	Participate	Assist

3.5 Project Organization Chart

The following organizational chart represents the joint AST, EY and the City's team structure in support of the previously mentioned tasks and responsibilities. This following organization chart for the project is preliminary and will be refined with input from all parties as the project progresses.

Figure 5 *Project Organization Chart*



4. Project Deliverables

Key project deliverables required for Cloud ERP implementations are outlined in this section. The list of required and optional deliverables will be finalized with City's input. AST will create a detailed work plan to support the desired deliverables and maintain and update the plan as needed for each of the project Waves as outlined in Figure 1.

Table 9: List of Deliverables

Phase (Step)	Identifier	Deliverable
Definition	W1.01	Project Kick-off Presentation
Definition	W1.02	Project Charter Contribution
Definition	W1.03	Change Management Strategy
Definition	W1.04	Requirements, BPR & Future State Analysis
Definition	W1.05	Change Management Plan
Sprint	W1.05	Data Conversion Requirements
Sprint	W1.07	Interface Requirements
Sprint	W1.08	Personalization Requirements
Sprint	W1.09	Reporting Requirements
Sprint	W1.10	Interface Design Document(s)
Sprint	W1.11	Configuration Document
Sprint	W1.12	Test Strategy and Plan
Sprint	W1.13	Data Conversion Programs Developed
Sprint	W1.14	Interface Programs Developed
Sprint	W1.14	Personalization Developed
Sprint	W1.15	Prototype (CRP) Completed
Sprint	W1.16	System Testing Completed
Sprint	W1.17	User Acceptance Test Completed
Sprint	W1.18	Training Plan
Sprint	W1.10	Project Team Training Delivered
Training	W1.20	Training Materials Prepared
Training	W1.21	Train-the-Trainer Training Delivered
Training	W1.22	End User Training Delivered
Production	W1.23	Develop Production Support Strategy
Production	W1.24	System Go-Live

5. Proposed Staffing & Cost

The following table outlines the estimated staffing levels by project Wave and the resulting cost estimate. The cost estimate is provided on a time and materials basis and the City will be billed based on actual resource utilization and travel expenses incurred.

Table 10: Proposed Resource Plan and Cost

Resource Type	Bill Rate	Hours by Wave						Total By Resource	
		1a	1b	2a	2b	3a	4	Hours	Cost
Project Management Team									
Project Executive	\$200	445	101	59	59	76	101	841	\$168,240
Project Director	\$200	1,760	398	232	232	299	398	3,319	\$663,720
Project Manager	\$190	1,760	398	232	232	299	398	3,319	\$630,534
PMO Lead	\$150	1,760	398	232	232	299	398	3,319	\$497,790
Solution Architect	\$175	1,760	398	232	232	299	398	3,319	\$580,755
Change Management Lead	\$150	890	202	118	118	151	202	1,681	\$252,210
Training Lead	\$150	1,738	394	230	230	295	394	3,281	\$492,210
Technical Architect	\$160	1,760	398	232	232	299	398	3,319	\$530,976
Module Leads									
Financials Functional Lead	\$175	1,376	344					1,720	\$301,000
Procurement Functional Lead	\$175	1,376	344				1,600	3,320	\$581,000
Budget Functional Lead	\$175			1,720	480			2,200	\$385,000
Projects/Grants Functional Lead	\$175					2,040		2,040	\$357,000
Conversion Lead	\$160	1,600						1,600	\$256,000
Interface Lead	\$160	1,600						1,600	\$256,000
Reports Lead	\$160	1,720						1,720	\$275,200
Functional Team									
Functional Consultant(GL)	\$165	1,720						1,720	\$283,800
Functional Consultant (Payables)	\$165	1,720						1,720	\$283,800
Functional Consultant (AR & CM)	\$165	1,720						1,720	\$283,800
Functional Consultant(Fixed Assets)	\$165	1,720						1,720	\$283,800
Functional Consultant (SS Proc)	\$165	1,600						1,600	\$264,000
Functional Consultant(Supplier Portal)	\$165	1,600						1,600	\$264,000
Functional Consultant (HR Shared)	\$165	1,600						1,600	\$264,000
Functional Consultant(Expenses)	\$165		1,600					1,600	\$264,000
Functional Consultant(AP Imaging)	\$165		1,600					1,600	\$264,000

Exhibit A: Statement of Work

Functional Consultant(Budget)	\$165			1,720				1,720	\$283,800
Functional Consultant(Budget)	\$165				2,080			2,080	\$343,200
Functional Consultant(Budget Book)	\$165				1,120			1,120	\$184,800
Functional Consultant (Sourcing)	\$165						1,600	1,600	\$264,000
Functional Consultant(Contracts)	\$165						1,600	1,600	\$264,000
Functional Consultant(PA/Grants)	\$165					1,920		1,920	\$316,800
Technical Team									
Technical Analysts (Conversion)	\$160	3,200		1,120	800	960	800	6,880	\$1,100,800
Technical Analysts (Interfaces)	\$160	4,800	1,600			960		7,360	\$1,177,600
Technical Analysts (Reports)	\$160	3,200		480	1,120	0	800	5,600	\$896,000
Technical Analysts (Workflow)	\$160	2,400						2,400	\$384,000
Technical Analysts (Personalization)	\$160	1,600				0		1,600	\$256,000
Technical Analysts (WebCenter)	\$160		1,600					1,600	\$256,000
Security Analyst	\$160	800		400	200	200		1,600	\$256,000
System Administrator	\$175	860		215	215	215	215	1,720	\$301,000
Total		48,084	9,775	7,222	7,582	8,312	9,302	90,277	\$14,966,835
Estimated Travel Expenses									\$2,031,300
Grand Total									\$16,998,135

5.1 Billing Rate for Additional Services

Any changes to the original Scope of the Project will be defined on a cost and duration basis using the hourly rates provided below. These services will be provided only upon notification of an approved Contract Amendment should the requested change add time or costs beyond that which is already approved. The amendment will be based on the costs tabulated for the estimated duration of the requested change per resource utilized.

Table 11: Billing Rate for Additional Work

Resource Type	Hourly Rate
Project Director	\$ 200
Project Manager	\$ 190
Solution Architect	\$175
Change Management/PMO Lead	\$150
Technical Architect/Lead	\$ 160
Functional Lead	\$ 175
Functional Consultant	\$165
Technical Consultant	\$ 160
System Administrator	\$ 165
Database Administrator	\$ 165
Security Analyst	\$175
Training Lead	\$150
Trainer	\$145

6. Assumptions

Detailed in this section is a listing of the project assumptions that drive the enclosed project timeline and resource plan.

1. The City's objective is to implement the Oracle Cloud ERP without modifications and conform to the best business practices support by the software. This may require changes in certain business processes and operating procedures which will be supported by the City's management.
2. The City will assign the required personnel as per an agreed upon staffing profile as outlined in Table 7. Key users and management time will be available for the duration of the project for interview, system demonstrations, system testing, decision-making and other tasks related to this project.
3. The City will provide adequate workspace and infrastructure for the AST consultants assigned to the project including but not limited to training computers, telephone, internet, connection, remote/VPN access to all project related applications, network and existing documentation, training facilities and conference rooms.
4. Any changes to the overall solution which are not identified in the SOW would have an impact on the implementation timeline and costs.
5. Software and SaaS vendor(s) will provide their warranty and Service Level Agreements (SLAs) in accordance with their negotiated agreements with the City. AST's Service Levels and Warranty will be limited to the duration of the post production support period, based solely on the implementation services being provided.
6. AST is not responsible for procuring any software or hardware for the City. All software and hardware including Oracle Cloud ERP software and third-party software and tools required for testing etc. will be procured directly by the City.
7. The City will be responsible for developing any programs required to extract and/or import the data to/from the City's legacy systems or to make any required changes to the legacy systems.
8. Due to tax implications, AST consultants traveling to the same project for twelve (12) months of work must be cycled for at least twenty-two (22) consecutive business days. The City and AST will jointly plan the logistics to handle such situations, so that project is not adversely affected.
9. AST consultants will typically work on a 4-day/10-hour schedule onsite. Adjustments to this work schedule will be coordinated between the City and AST on an as needed basis.
10. AST in partnership with the City and EY will jointly develop work plans and assign resources.
11. Cost estimates have been provided on a Time and Materials (T&M) basis using the scope of work known at this time and articulated in this statement of work. Travel costs will be billed based on actual incurred cost and applicable IRS per-diem rates for meals and incidental expenses.
12. The City will make timely decisions on the issues raised by the project team. All deliverables will be approved in a timely manner (5 business days) once submitted by AST.

EXHIBIT C

Changes to the Professional Services Agreement on December 9, 2014

- I. All references to the "Department of Information Technology" in the Professional Services Agreement shall now read the "Department of Innovation & Technology".
- II. In Provision 7.02, the City employee from whom payment should be requested is shall now be the following:

John Hill
Chief Financial Officer
Woodward Ave., Detroit, MI 48226
Telephone: (313) 224- 3382
Facsimile: (313) 224-2135
- III. Provision 8.02(b)(ii) shall now read as the follows:

"if the deficiency concerns performance of the Services, such remedy plan must indicate why the remedy cannot be accomplished within the first fifteen days of notification, such as, a deficiency caused by Oracle or another third party supplier of software or other necessary technology to the City for purposes of this Contract where such deficiency could not have been known by, or was not under the control of, the Contractor. Any remedy plan provided under this subsection must indicate that the remedy shall be accomplished as soon as possible."
- IV. Provision 8.02(b)(iii) shall be struck from the Agreement.
- V. On the Signature Page, the title of the Detroit signatory title shall now be the Chief Information Officer.

Boysie Jackson - Re: Revised EY Contract Amounts

From: John Hill <hillj@detroitmi.gov>
To: Sofia Panagiotakis<Sofia.Panagiotakis@ey.com>
Date: 11/11/15 7:34 PM
Subject: Re: Revised EY Contract Amounts
Cc: Boysie Jackson<JacksonBo@detroitmi.gov>; Doug Harper<DOUGLAS.HARPER@ey.c...>

Boysie these have been discussed with me and are consistent with the schedules approved by the SteerCo. Thanks

John W. Hill
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Michael E. Duggan, Mayor

On Nov 11, 2015, at 6:47 PM, Sofia Panagiotakis <Sofia.Panagiotakis@ey.com> wrote:

Boysie,

Below, please find the revised contract amounts for the EY contracts:

	Fees	Expenses	Total
ERP	\$ 1,553,000	\$ 231,000	\$ 1,784,000
HR	\$ 465,000	\$ 55,500	\$ 520,500

Please note, the HR fees and expenses are only through March.

We also recommend the following fees and expenses for AST:

	Fees	Expenses	Total
AST	\$ 4,300,300	\$ 661,500	\$ 4,961,800*

