SINGLE SOURCE AWARD **BID # SS-12166-22**

Subject: OGC Document Management System ("eDocs")

Department: Office of General Counsel

Description of Purchase:
Recommend approval to retroact the period of service from February 1, 2022 to date of award.
Recommend approval of Single Source Award to Open Text Inc. for Office of General Counsel to purchase a Document Management System ("eDocs"), (1) eDocs maintenance and support for licenses, (2) eDocs Managed Services and, (3) eDocs maintenance and support for Image Crawler. This provides maintenance and support for an OCR recognition software to yield quick and efficient searches for documents in the system. Period of service will be from date of award through January 31, 2025. The requested total expenditure not-to-exceed $120,000.00.

Funding Source: 55101.102103.546620.000000.00000000.00000.0000000, to be executed by formal contract through the Office of General Counsel and process by purchase order(s).

Sole Source Award To: Open Text Inc.

Price Justification: N/A

Total Award: $120,000.00 **Requisition:** GCAD-500276-22

Attachments: Recommendation Memo, Single Source Form; Vendor Proposal

Certification as to Single Source: Jason R. Teal, General Counsel, Office of General Counsel

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.

Analyst: Ruben Ola

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN ***DATE***

ACTION OF AWARDING AUTHORITY **DATE:** _____

APPROVED_____ **DISAPPROVED** _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

OFFICE OF GENERAL COUNSEL
CITY OF JACKSONVILLE
117 WEST DUVAL STREET
SUITE 480
JACKSONVILLE, FL 32202
PHONE: (904) 255-5100

MEMORANDUM

TO: Gregory Pease, Manager of Procurement
Chelsey Fleming, Assistant Manager

THRU: Margaret M. Sidman, Managing Deputy MMS

FROM: Merriane G. Lahmeur, Senior Office Administrator MGL

RE: OpenText Single Source Request

DATE: February 22, 2022

The Office of General Counsel ("OGC") purchased a Document Management System ("eDocs") with OpenText in 2016. Under this purchase, there are yearly renewals. OGC is working with OpenText on a Master Agreement for all services for a three-year renewal. The renewals are for three components used for continuing (i) eDocs maintenance and support of licenses (provides maintenance and support to previously purchased licenses), (ii) eDocs Managed Services (provides OGC with assistance in maintaining the document management system services, upgrades, technical support and assisting ITD with server migration) and (iii) eDocs maintenance and support for Image Crawler (provides maintenance and support for an OCR recognition software to yield quick and efficient searches for documents in the system). These are renewals of services which have been provided to the Office of General Counsel since February 2017.

OpenText is the owner of the proprietary software used by the Office of General Counsel. This vendor designed, setup and customized the software to OGC's specifications and with these renewals provides eDocs maintenance and support of licenses, Managed Services and eDocs maintenance and support for Image Crawler. If you should need any further information, please contact the Managing Deputy at 255-5055. Thank you for your assistance in this matter.

Approved:

Jason R. Teal
General Counsel

Ola, Ruben

From: Lahmeur, Merriane
Sent: Monday, February 28, 2022 2:29 PM
To: Ola, Ruben
Subject: FW: TD22-144 GC

Merriane G. Lahmeur
Legislative Affairs & Finance Manager
(Senior Office Administrator)
Office of General Counsel | City of Jacksonville
117 West Duval Street, Suite 480
Jacksonville, Florida 32202
Telephone: (904) 255-5057
https://www.coj.net/ogc

From: Lahmeur, Merriane
Sent: Wednesday, February 23, 2022 12:21 PM
To: Xia, Jessi <QXia@coj.net>
Subject: RE: TD22-144 GC

Hi Jessi,

OpenText is requiring us to pay for all three years up front for the licenses and maintenance of licenses, which is the $31,882.86. For the operational services they are allowing us to break that up annually and pay $40,000 per year. On page 22 of 27 of the Operational Services Program, you'll see the cost of the operational/managed services for all three years ($120K). We are asking for the $8,535 as noted below, and because we have an invoice that we know will come through in April for our Tabs billing software.

Open Text:

- Year 1: 1 year of Managed services at $40,000 + three years of license support and maintenance at $31,882.86 ($71,882.86)
- Years 2-3: $40,000 annually only for managed services

Hope that helps.

Hardware Software Line

Current Balance		$67,847.00
TABS3 Maintenance		$4,500.00
OpenText		$71,882.86
	Remaining	-$8,535.86

Merriane G. Lahmeur
Legislative Affairs & Finance Manager
(Senior Office Administrator)
Office of General Counsel | City of Jacksonville
117 West Duval Street, Suite 480
Jacksonville, Florida 32202
Telephone: (904) 255-5057
https://www.coj.net/ogc

From: Xia, Jessi <QXia@coj.net>
Sent: Wednesday, February 23, 2022 12:09 PM
To: Lahmeur, Merriane <MLahmeur@coj.net>
Subject: RE: TD22-144 GC

Merriane,

Sine Jessica is out of office, I am reviewing this TD.

The two invoices are totaling $31,882.86 ($3,986.21+$27,896.65), which looks like are covering 3 year's of expenses.
But you stated below wanting to cover only year one of the 3-year renewal, so I'm assuming the total needed is $10,627.62 ($31,882.86/3)?
I'm seeing $67,847 available in account 546620 'hardware-software maintenance', can you tell me why the transferring of $8,535.86 is needed?

Thank you.

Jessi Xia
Management and Budget Analyst - Systems
City of Jacksonville
117 W. Duval Street, Suite 325
Jacksonville, Fl 32202
Office: (904) 255-5287
*Please note that under Florida's public records law, communications to and from City of Jacksonville officials are subject to public disclosure

From: BudTdrc <BudTdrc@coj.net>
Sent: Wednesday, February 23, 2022 11:39 AM
To: Xia, Jessi <QXia@coj.net>
Subject: FW: TD22-144 GC
Importance: High

From: Lahmeur, Merriane <MLahmeur@coj.net>
Sent: Tuesday, February 22, 2022 2:21 PM
To: BudTdrc <BudTdrc@coj.net>
Cc: Fields, Jessica <JessicaF@coj.net>; Sidman Martin, Margaret <PSidman@coj.net>
Subject: OGC TD Request - OpenText 3-Year Renewal
Importance: High

Good afternoon,

Please see the attached TD request from OGC. Happy to make any revisions or answer any questions. We have also attached the various backup material that the Budget Office may need. The transfer will be needed to cover the year one costs of a three year renewal.

Items attached:

1. TD
2. OpenText Invoice 9002924801
3. OpenText Invoice 9002924802
4. Open Text Scope of Work for Operational Services for three-year renewal.

Thank you,

Merriane G. Lahmeur
Legislative Affairs & Finance Manager
(Senior Office Administrator)
Office of General Counsel | City of Jacksonville
117 West Duval Street, Suite 480
Jacksonville, Florida 32202
Telephone: (904) 255-5057
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SINGLE SOURCE REQUEST

Pursuant to the City of Jacksonville Procurement Code § 126.206 & § 126.312, when requesting a purchase from a Supplier subject to the referenced sections, please complete this form to justify your request and submit to Procurement with applicable attachments.

PROVIDE A SUMMARY OF THE SCOPE OF GOODS/SERVICES TO BE PROVIDED; IDENTIFY EACH ITEM, COMPONENT OR SERVICE BEING PROCURED (ATTACH QUOTE/PROPOSAL):

The Office of General purchased a Document Management System ("eDocs") with OpenText in 2016. This purchase went through Procurement and there is a contract with OpenText. Under this purchase, there are yearly expenses that arise. (1) eDocs maintenance and support for licenses; (2) eDocs Managed Services and (3) eDocs maintenance and support for Image Crawler. Attached is the invoice for each of these items. OGC is working with OpenText for a three-year renewal.

PROVIDE A DETAILED JUSTIFICATION AS TO WHY THE REQUESTED GOODS/SERVICES CAN ONLY BE EFFICIENTLY AND EFFECTIVELY PROCURED THROUGH THE RECOMMENDED SINGLE SOURCE PROVIDER:

OpenText is the owner/licensor of the propriety software used by OGC and provides necessary follow-up professional services to the City for that system. (1) Open Text provides eDocs maintenance and support for the licenses purchased initially with installation of the program; (2) OpenText designed and setup the system used by OGC, customized the software and assisted OGC in transferring the data into the Microsoft Azure Cloud. Through the Managed Services, OpenText continues to provide OGC with assistance in maintaining the document management system services, upgrading software, assisting with technical support for software issues and assisting with ITD with server migration. (3) OpenText provides maintenance for an Image Crawler system that uses OCR to create searchable text within all documents for accurate searches. The vendor OpenText is the only vendor that can provide these three services above. These services are yearly renwals required to maintain OGC's document management system.

ASSERT THAT YOU HAVE RESEARCHED THE AVAILABILITY OF THE REQUESTED GOODS/SERVICES FROM OTHER SOURCES IN APPLICABLE MARKETS AND HAVE DISCUSSED AND EVALUATED THE SAME WITH COJ'S PROCUREMENT AND EBO DIVISIONS:

For the reasons described above, there is no other comparable source for these services with any knowledge or experience with the proprietary software and thereby maintenance and support for OGC's customized document management system. These are the necessary follow up services to OGC's purchase and use of the document management system purchased from OpenText.

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eDOCS Operational Services Program

For:

City of Jacksonville
Office of General Counsel,
117 W. Duval Street,
Suite 480 Jacksonville,
FL 32202

Prepared by: **Rob Howson**
Reviewed by: **Nigel Smith**
Reference: **COJ-eDOCS Operational Services Program_SOW_20220131**
Date of Issue: **3rd February 2022**

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GLOSSARY OF TERMS 4

1 INTRODUCTION 6

1.1 Background 6

1.2 Executive Summary 6

1.3 References 7

2 TARGET OPERATING MODEL 7

2.1 Definition of Working Days 7

2.2 Definition of Operational Services Hours 8

2.3 Overview of Operational Services Program Scope 8

2.4 Out of Scope 10

3 OPERATIONAL SERVICE PROGRAM MANAGEMENT 11

3.1 Operational Services Program Manager (OSPM) 11

3.2 Program Governance 11

3.3 Reporting 12

3.4 Escalation Process 12

4 OPERATIONAL SERVICES PROGRAM (OSP) 13

4.1 Problem Management 13

4.2 Change Management 14

4.3 Availability Management 14

4.3.1 Application Operations 14

4.3.2 Capacity Planning 15

4.3.3 Health Check 15

5 EXPERT CONSULTANCY SERVICES 16

6 ON-BOARDING PHASE 17

6.1 On-Boarding Approach 18

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6.2 Setup Service Program Management 18

7 ENVIRONMENTS AND INSTANCES 19

7.1 Covered Application 19

7.2 Platform for Covered Application 19

7.3 Covered Application Environments 19
7.3.1 Environment Specifications 19

7.4 Customizations 20

8 OPERATIONAL PERFORMANCE 21

8.1 General Availability Considerations 21

9 PRICING 22

9.1 Fixed Program Fee 22

9.2 Additional Fees 22

10 ASSUMPTIONS 23

10.1 Renewal 25

Acknowledgement and Agreement 26

Contact Information 27

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Glossary of Terms

Abbreviation	Full Description
Application Release	Means a release which may include one or multiple Patches for the Covered Application as well as changes to functionality: 1. The main source for release content is a list of Patches and updates recommended by the OpenText team. This list will mainly include all Customer specific solutions or general product fixes relevant for Customer , security patches and other important updates. 2. Non-Standard Work Request(s) (see above) can also be part of an Application Release
Change Request	A formal proposal for a change directly or indirectly related to the Covered Application. A Change Request needs to include details of the proposed change.
Covered Application	The software licensed by OpenText and the application developed by OT Professional Services incl. Customizations. For detailed information see Section 7
Customer	Customer name whose registered address is shown on the first page of this document
Customizations	Customizations to the Covered Application, documented under the specifications set out in section 7
Error	Refers to any verifiable and reproducible failure of the Covered Application to substantially conform to the documentation
Hotfix	A change to the Covered Application that is deployed to address an urgent Problem or issue
Incident	An unplanned interruption or a reduction in the quality of the IT service related to the Covered Application. Failure of a Covered Application configuration that has not yet impacted Covered Application service is also an Incident.
Major Upgrade	A significant upgrade to the Covered Application (replacement with the newer version) that adds additional functionality as well as addresses defects/issues
MySupport	OpenText MySupport portal

Abbreviation	Full Description
OSP	The program of activities to be supplied by OpenText, as further described in this document. Operational Services Program
OSPM	Operational Services Program Manager
OSPT	Operational Services Program Team
OpenText (OT)	OpenText, Inc
OSI	Operational Service Indicators
Problem	A cause of one or more Incidents.
Problem Management	This process aims to manage the lifecycle of all Problems. The primary objectives of Problem Management are to prevent Incidents from happening and to minimize the impact of Incidents that cannot be prevented.
Patch	A piece of software that is targeted to resolve one or more Incidents or Problems. A Patch will not provide any new or enhanced functionality.
Restoration	Taking action to return the IT service provided by the Covered Application to the users after repair and recovery from an Incident. This could include, but is not limited to, creating a new or applying an existing Workaround. The Incident can be closed if the work can be continued, any root cause analysis or permanent fix of the Incident is handled via Problem Management.
Routine Maintenance Window	A period of time designated in advance by the OSP team in agreement with Customer, during which preventive maintenance of the Covered Application may be performed
Workaround	Addresses a Covered Application Error by bypassing the issue in the system (software technical bypass). A workaround is typically a temporary fix and OT may subsequently correct the Error in the Covered Application through a Hotfix or an Application Release. If OpenText provides a Workaround then it shall: • as soon as reasonably practicable, provide Customer with a plan to produce a fix in respect of the relevant Incident; and Use all reasonable endeavours to produce the fix as soon as reasonably possible in line with priorities agreed with Customer (provided that the Parties agree that it is economical to do so and that OpenText should do so).

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Statement of Work ("SOW")

SERVICES AND COMPENSATION

BETWEEN

Open Text Inc. ("OT")

and

City of Jacksonville ("Customer")

for
eDOCS Operational Services Program ("Project")

This SOW between OT and Customer, hereby incorporates by reference those terms and conditions of the Professional Services Agreement ("the Agreement") between the parties dated 3rd February 2022. Pricing provided in this SOW will remain in effect for thirty (30) days from date of issue: 3rd February 2022. Prior to execution by both parties, OT reserves the right to make changes in specifications and other information contained in this SOW.

1 Introduction

1.1 Background

Customer has requested OT to assist with providing operational support of their eDOCS DM production environment. In order to ensure this key system remains stable, performant and available to end-users, Customer has requested OT Professional Services based in North America to provide a comprehensive range of operational services over a 3-year period.

1.2 Executive Summary

OpenText offers an Operational Services Program (OSP) that includes:

- One-time on-boarding service (only applicable to new OSP customers)
- A service providing technical management of the Covered Application (See Section 7)
    - Support Customer problem management
    - Support Customer change management
    - Support Customer availability management
        - Application Operations
        - Capacity planning
        - Health Check
- Application Releases each program year

- One Minor Upgrade per year

Additionally, OpenText can complement an OSP with one or more optional "Expert Consultancy Services". Customer benefits from first-hand product provider know-how and expertise. These services may include:

- Customer-tailored OpenText product roadmap consultancy
- User adoption guidance
- Major Upgrades
- Professional service days – for feature extension or additional configuration
- Business analysis
- User and administrator training

1.3 References

The following documents are referenced herein and act as the basis for the scope of the OSP and contain the platforms and Covered Application:

- As built document
- Support Handbook
- Product documentation

2 Target Operating Model

The following section describes the OSP target operating model.

2.1 Definition of Working Days

Working Days are the days that the OpenText OSP works for Customer

Working days:	Monday to Friday except public holidays
Non-working days (weekends):	Saturday 0:00 to Sunday 24:00

2.2 Definition of Operational Services Hours

Abbreviation	Full Description
Many Time zone	Eastern Standard Time (US)
Standard Services Hours	Monday to Friday from 09:00 to 18:00 on each Working Day
Extended Services Hours*	Monday to Friday from 07:00 to 09:00 and from 18:00 to 21:00 on each Working Day
Weekends Services Hours**	Saturday and Sunday from 09:00 to 18:00

* Surcharges apply **Weekend Services must be agreed at least 4 weeks in advance and surcharges apply

Table 1: Program Hours

2.3 Overview of Operational Services Program Scope

In the event that any of the following limits are exceeded, OpenText reserves the right to charge for additional effort with prior agreement of Customer.

OSP Element	Quantity	Comments
OSP Management		
Operational Services Program Manager	Continuous	On request of Customer, limited to service described in section 4
On-Boarding		
Service Transition	N/A	Customer already on-boarded
Problem Management		
Problems	20	Per year Within Standard Services Hours Additional 10 Problem packages can be purchased
Manage communication with OT Customer Support	When requested by Customer	Within Standard Services Hours
Change Management		
Evaluate Change Requests	Included	once a month
Change Management	1 per year	Application Release (Major or Minor Upgrade) per 1 Year term

OSP Element	Quantity	Comments
Availability Management		
Application Operations	Weekly	Per contract year. On production environment only
Capacity Planning	Once per month	On production environment only
Health Check	Once per year	On production environment only
Expert Consultancy Services		
Additional services	Not Included	Available at additional cost

Table 2: OSP Elements in Scope

OSP Element	Location	Availability	Days	Language	Comment
Operational Services Program Manager (SPM)	North America	Standard Services Hours	Working Days	English	Email / Phone / In Person
Problem Management	UK/North America	Standard Services Hours	Working Days	English	Agreed ticketing tool (MySupport)
Change Management	UK/North America	On Demand	Working Days / Routine Maintenance Windows	English	All interactions may be via SPM, not directly to any of the teams
Availability Management	UK/North America	Standard Services Hours	Working Days	English	Agreed ticketing tool (MySupport)
Expert Consultancy Services	On Demand	On Demand	On Demand	English	Available at additional cost. Communication from Customer on any requirement to go via SPM, not directly to any of the teams

Table 3: OSP Elements Location and Language

2.4 Out of Scope

The following tasks are performed by Customer and are considered outside the scope of this Program:

- User account management function (e.g. creation of accounts)
- Lookup table management (e.g. import of clients and matters)
- Third party integrations
- Organization of AD structure and allocation of access rights
- System management of Customer's IT infrastructure (i.e., maintenance of OS, DB, Webservers, application servers):
    - Hardware setup and configuration
    - Operating system administration activities
    - Database administration activities (including copying the production database to test environments)
    - Test environment infrastructure support (activities like operating system, database, application server and web server installation and configuration management)
- Backup of the data and the servers
    - including verification of the successful backup if the department that oversees the backups provides the corresponding log-files
- Solution architecture, business analysis/solutions, quality assurance testing
- Data migration and data masking
- End user training
- Support and administration of non-OT products or systems
- Support of any other Customizations, unless specified in sections above
- Gathering log files from the client workstations/server environments and provide those to a member of the OSP team or an OpenText Support engineer
- Implementation of new feature technologies
- Business process review
    - Review of system usage e.g. end user methods and practices when accessing the system, average number of users accessing the system, most frequently used end user interfaces
- User adoption services
- On-boarding

3 Operational Service Program Management

3.1 Operational Services Program Manager (OSPM)

The Operational Services Program Manager (OSPM) is the main OpenText contact person for Customer in the event of operational issues impacting the Covered Application as well as administrative issues regarding the OSP.

The OSPM is part of the regional OpenText team and has the following key responsibilities:

- Management of the Operational Services Program
- Frequent / regular personal contact with Customer
- Planning of resources for and scheduling of OSP activities
- Regular status reports
- Propose, discuss, and implement measures for OSP optimization
- Coordination and resolution of escalations and critical issues
- Support Customer Change Management

To facilitate easy and direct communication, Customer will be provided with contact details of the OpenText OSPM. In the event of absence, OpenText will execute appropriate routing and processing of communications. All planned absences (e.g. vacation) will be communicated to and aligned with Customer in advance.

3.2 Program Governance

Regular meetings are used to verify that the OSP elements are on track, ensuring that any necessary adjustments can be made early and alignment with program occurs whenever needed.

The meetings are normally held via Web-Meeting or phone calls, though on-site visits are possible (travel expenses will apply).

The following recommended meeting types / schedules are based on OT best practice for larger Customer program, but these can be adjusted if requested or required.

- **Quarterly OSP management review meetings:** In these meetings the overall OSP strategy, OSP performance and implementation plans for new features will be discussed Incident and Problem reviews will be contained in the relevant reports.
- **Monthly meetings:** Review current activities and issues
- **Ad-hoc meetings:** Customer can request Ad-hoc meetings to review problems/ongoing activities

3.3 Reporting

An essential part of the OSP management is appropriate reporting that facilitates the management & coordination of the OSP and the tracking of outstanding tasks. OpenText provides proven sets of reports that cover many aspects of the OSP. The frequency of reports will be monthly.

As part of the OSP, regular service reporting will be provided by the OSPM. This will include a management summary of the OSP:

- Highlights from reporting period
- Change summary
- Problem summary
- Recommendations
- Professional service days details
- Capacity Planning

3.4 Escalation Process

The OSP escalation process is used when a business-critical Incident requires a higher level of attention from OpenText. This should be used when:

- Customer encounters a critical roadblock or showstopper
- Customer urgently needs to communicate important business issues to managers in OpenText
- Customer is dissatisfied with the OT response to a service request
- Customer wants to call attention to a critical event e.g. expected high load, business critical event

The manager responsible for the OSP within the organization of Customer should contact the dedicated SPM (Level 1) from OpenText by email. The nature and status of the Incident should be briefly described.

Most escalations are successfully resolved at this level. If the action plan fails to deliver expected results, then the Customer is encouraged to contact the next escalation level as shown:

Escalation	Escalation Point	Name
Level 1	Services Program Manager	TBC
Level 2	Senior Director / Manager	Mike Patton
Level 3	Vice President	Eric Willis

Table 4: Escalation Level

4 Operational Services Program (OSP)

Through its OSP OT offers Customer a holistic management of OT standard products as well as Customer specific OT product adjustments (Customizations) as defined in Section 7.

In this section, a standard set of services is described that the OSP team will deliver to support and maintain the Covered Application. These services are based on OT best practices. Customer will benefit from OT expertise and experience as a first-hand software and services provider to reduce the operating cost and improve the service quality of the Covered Application.

To deliver a cost-effective service, OpenText performs the OSP using resources located across a number of global OT office locations. This requires the ability of OSP team members to remotely access the Covered Application with no prior notice to Customer as and when required. This is an essential requirement for a successful program delivery.

4.1 Problem Management

OSP team will provide a team of specialists who are qualified and familiar with the Covered Application and its related use-cases. The OSP team will assist where required with the management of problems that occur.

Firstly, Customer raises a ticket with the OpenText Support team through the MySupport portal. The OpenText Support team will respond to the ticket in line with Customer support agreement. Please refer to the support handbook

OT Support will own the ticket to resolution. If they need OSPT assistance in resolution, or the issue is deemed to be outside of support, then they will escalate to OSPT.

As part of Problem Management, the following actions may be taken by the OSPT:

- Managing communication with the OpenText Support team until the ticket is resolved.
- Assisting with the deployment of hotfixes to resolve Problems in line with Customer's change management process
- Assisting in investigating the root cause of a Problem
  Please note: Root cause analysis and resolution for Problems not related to the Covered Application is not part of this Operational Services Program. However, OSP team will provide reasonable assistance to the Customer's team in their investigations.
- Assisting in recommending configuration changes or other correcting activities to resolve the Problem
- Open Support tickets if a Problem is identified by the OSPT.

Up to 20 tickets can be referred to the OSPT per year by OT Support, or Customer. Once the number has been reached, further Problem packages can be purchased, the price is listed in Section 9.

4.2 Change Management

OSPT will perform all Hotfixes in accordance with Customer's change management processes.

OSPT member(s) will participate in Customer's change management process including reviewing and providing information regarding Change Requests that may impact the Covered Application, as well as changes to be executed directly by OSPT.

To minimise disruption to the business users, where achievable, changes to be executed by OSPT will be scheduled into Routine Maintenance Windows. These windows will typically be scheduled to take place outside of Customer's business hours.

Every change to the operating environment may affect the performance and stability of the Covered Application and therefore needs to be approved by the OSPM as far as possible in advance.

The details of the stability tests as well as the planning for the deployment of changes in the production environment shall be agreed on a case-by-case basis by both parties.

Customizations covered in this SoW (Section 7) will be updated when needed. For Application Releases the OSPT will update technical documentation as part of this service element.

4.3 Availability Management

The OSPT will support Customer in maintaining the availability, stability, and appropriate performance of the Covered Application. This is achieved by performing application operations, capacity planning and a health check as detailed below.

4.3.1 Application Operations

The OSPT will advise Customer which appropriate environmental parameters and services of the Covered Application should be included in the in-house enterprise monitoring.

Furthermore, the OSPT will give advice on optimizing the existing monitoring based on information and data provided by Customer.

Note that as standard practice, the OSPT will review on the agreed frequency (detailed in Section 2.3) some other parameters / services including (but not necessarily limited to):

- Review applicable server logs
- Monitor LDAP integration synchronization (if applicable)
- Index server
    - Monitor logs
    - Monitor index queue
- Monitor disk usage (where applicable)
    - Monitor index disk usage
    - Monitor document server disk usage

4.3.2 Capacity Planning

Recommendations for the future architecture and resource requirements for the Covered Application will be provided by OSPT at least once in the calendar year.

A capacity adjustment can be any of the following (but not limited to) as well as combinations of those measures:

- Adding disk space
- Increase memory
- Add servers
- Index optimization
- Load balancing optimization

The performance of the Covered Application is dependent on some or all of following parameters:

- Metadata
- Usage profile
- Network load
- Number of documents
- Number of users (concurrent)

If the recommendations made by the OSPT to eliminate potential capacity or performance issues are not carried out by Customer in a timely manner, then OSPT cannot be held liable for related issues.

4.3.3 Health Check

This OSP element supports the proactive identification of potential problems in the configuration and usage of the Covered Application. A check will be carried out on the Covered Application architecture and will deliver following outcomes:

- Review of the basic product architecture/installation/configuration
- Review of the main software components and supporting sub-components
- Review of standard library data objects e.g., summary, detailed and usage reports for Document profiles, people and groups, applications, document types, forms, activity log and folders

The result of this verification will be summarized in a written report that provides an overview of the checks performed and any recommendations for improvement.

5 Expert Consultancy Services

Five Professional Services Days are included with this OSP. This provides easy and quick access to OT Professional Services consultants to perform activities on the Covered Application that are not within the scope of the OSP without the need to establish a statement of work for each request. Such services include, but are not limited to:

- Customer-tailored OpenText product roadmap consultancy
- User adoption guidance
- Additional Major Upgrades
- Professional service days – for feature extension or additional configuration
- Business analysis
- User and administrator training

6 On-Boarding Phase

For the contracted service to be successfully delivered, several prerequisite activities must be completed prior to service commencement. This is known as Service On-Boarding, the objective of which is to confirm the operational readiness of both the environment and the processes used to deliver and govern the service (Only applicable to new OSP customers)

This section describes the technical aspect of the on-boarding process. During the Definition phase, the OSPT will share more detailed checklists and will follow the standard OT best practice on-boarding approach.

The OSPT will endeavor to adopt Customer's existing processes during the onboarding phase. Issues identified during on-boarding may need to be resolved as a prerequisite prior to the OSP commencing.

Customer Responsibilities:

- Provide unsupervised remote access to Covered Application
- Provide admin rights to the Covered Application (defined in Section 7)
- Provide contact details of the necessary Customer resources who administer and support the Covered Application
- Provide details of all processes impacting the OSP. OpenText reserves the right to issue a change request to Customer if the customers processes add administrative overhead to the OSP not anticipated

6.1 On-Boarding Approach

The standardized OpenText OSP on-boarding process consists of the following phases:

- **Definition**

  Working with Customer, the OSPM identifies all third-party involvement and / or components, all existing application documentation and all processes and administration tools relevant to the on-boarding process. Furthermore, the OSPM works with Customer to confirm any additional required take-over checklists, core resources and the Communication / Go-Live plan.

- **Planning**

  The OSPM defines a detailed take-over plan including resource assignment and agrees it with Customer and all / any other relevant stakeholders. The take-over plan may include an upgrade and/or an issue resolution plan.

- **Execution**

  OSP team becomes familiarized with the Covered Application and Customer's processes.

- **Go Live and Stabilization**

  The OSPT assume responsibility for the Covered Application as contracted, enhanced effort to provide service quality and improvement on the job.

OpenText drives all phases - however, it is crucial to OSP success to have strong Customer commitment and participation in all phases.

6.2 Setup Service Program Management

During the on-boarding phase the OSPM acts as a project manager to set up the overall program as described in this document. The OSPM is the first contact for all concerns and requests regarding the OSP.

The OSPM will align with Customer's service manager for all tasks, duties and responsibilities as per OpenText best practices. A communication plan for the coordination of the OSP including any relevant OSP reporting, escalation process and channels will be agreed and published.

To be able to flexibly manage potential future requests for any OSP change offered in this document, the OSPM will agree an appropriate change request with Customer's service manager during the on-boarding phase.

7 Environments and Instances

Based on the documentation provided by Customer the following components will be supported by OSP. The list is based on the information provided by Customer but is in any case limited to OpenText standard products and any Customizations detailed in Chapter 7.4.

7.1 Covered Application

eDOCS DM Servers 16.7.7

eDOCS SearchServer 16.7.7

eDOCS DM Exts 16.7.7

eDOCS InfoCenter 21.4

eDOCS Image Crawler

Tabs3 Matter Import Service

7.2 Platform for Covered Application

Windows 2019

Office 365 Integration

MS SQL 2019

7.3 Covered Application Environments

The following environments will be supported (coverage for additional environments may be included at an incremental cost):

Application name
Production

Table 5: Covered Application Environment Summary

7.3.1 Environment Specifications

7.3.1.1 Development

No development environment

7.3.1.2 Staging

No staging environment

7.3.1.3 Production

Primary eDOCS DM Server
GCODMPRD05 – 4x CPU, 12GB RAM, Windows 2019
Primary eDOCS Server used for all user access
DM Server
InfoCenter Web

Indexing eDOCS DM Server
GCODMPRD06– 4x CPU, 12GB RAM, Windows 2019
DM Server
eDOCS DM SearchServer (fulltext indexer)
Tab3 Matter Import Service

Document Server
GCIMGPRD02 – 4x CPU, 12GB RAM, Windows 2019
DM Server
eDOCS Document Store
eDOCS Image Crawler Service.

MS SQL Server
GCSQLPRD02 – 4x CPU, 16GB RAM, Windows 2019
MS SQL 2009 Standard

7.4 Customizations

The customizations configured on Customer production environments are as follows:

Customizations	Version	Comment
Tabs3 Client\Matter Import Service	2.0	Service is used to access the COJ's Client\Matter system for the importation of new Clients and Matters into eDOCS
Practice Area	N/A	Practice Area is a custom field on the profile table

Table 6: Customizations

8 Operational Performance

OpenText will work with Customer infrastructure teams to aim for the maximum availability for the Covered Application. To support this operational performance objective, the OSPT will advise on recommendations for Customer infrastructure teams responsible for the underlying hardware and software upon which the eDOCS DM application services rely.

8.1 General Availability Considerations

OpenText shall not be deemed responsible for system unavailability due in whole or in part to any event or condition not caused by OpenText or wholly within the control of OpenText. This includes but is not limited to:

- Any failures that require assistance from Customer and cannot be corrected because a necessary designated Customer contact is inaccessible
- Customer-caused outages or disruptions
- The acts or omissions, negligence or willful misconduct of Customer, its users, employees, agents, third party contractors or vendors
- Outages caused by disruptions attributable to force majeure events (i.e., unforeseeable events outside of OT's reasonable control and unavoidable even by the exercise of reasonable care)
- Modifications to Covered Application not recommended or approved by OT OSPT, or changes implemented by Customer that do not adhere to OpenText's standard practices (i.e., change management process) or not authorized by OT OSPT.
- Viruses or malicious code introduced into the supported environment by persons other than OT personnel
- Customer exceeding the Software licensing restrictions, limitations, or parameters
- Planned Maintenance activities and downtime requested by Customer or defined as maintenance window
- Customer's infrastructure, system environment, operating system, database, web server and/or software configurations that are not supported by OSPT
- Planned facility and equipment upgrades and migration, which are scheduled in advance with Customer's approval (and in such case, only during the period of scheduled downtime)
- Network connectivity or unavailability or delay due to problems with the internet; Customer-provided or Customer-managed components, hardware

9 Pricing

9.1 Fixed Program Fee

The Term of the OSP is 3 years (36 months) from the service commencement date. The operational services fee is to be billed annually in advance. The operational services fee assumes OT Professional Services resources based in North America, EMEA and India will access Customer Covered Application via direct remote access without the need for screen sharing or WebEx style applications.

Service Fees	Invoice	Term	Total Contract Value (excluding VAT)
Operational Services	Upon Signature	3 years	$120,000
Total Estimated Services Fees			$120,000

Table 7: Program Fees

This engagement is subject to rechargeable expenses (travel, accommodation, communications, or subsistence), which shall be billed only as incurred and according to agreed policy between OT and Customer.

9.2 Additional Fees

The following table lists additional service items that may be purchased to augment the service limitations and constraints built into the Service Fee. Additional services will be billed in the month following their purchase.

Description	Unit	Unit Amount
Problem package	Bundle of 10 Problems	$23,000
PS Days	5 days (valid for 1 calendar year)	$10,000

Table 8: Additional Fees

10 Assumptions

1. This Operational Services Program is an additional program to the OT Software Maintenance Program.
2. Customer must be a subscriber, through the duration of this program, to the OT Software Maintenance Program.
3. This [Contract Name] covers one production OT system with one set of users and associated database contents unless otherwise specified herein. Coverage for additional production OT systems being managed by the same Customer administration team can be included at an incremental cost.
4. The period of performance for this SOW is as specified in Pricing (9) and begins as mutually agreed by OT and Customer.
5. An invoice will be produced upon commencement of this SOW. Customer must make payment within 30 days of receipt of invoice.
6. Any preprinted terms and conditions on the front or back of any purchase order in conflict with the terms of this SOW shall be rejected automatically without written notice.
7. Once signed, the terms and conditions herein shall form a binding agreement. The pricing set forth herein shall apply to the term and scope of work set forth in the agreement attached hereto. Any additional services requested by Customer shall require a separate agreement and be subject to OT's then-current price list.
8. Customer agrees to pay the cost of travel, living and out-of-pocket expenses, which will be billed after they occur.
9. Coverage under this SOW is for standard business hours. For the purposes of this SOW, a regular business week ("week") for support and administration is defined as 8 am EST Monday until 6 pm EST Friday.
10. Work will begin when the executed SOW and the related purchase order, if one is required, have been received from Customer and at the earliest possible date at which OT and Customer resources are available or as otherwise agreed to. OT typically requires 5-7 weeks lead time to schedule its resources for an activity or task.
11. OT and Customer agree to cooperate in good faith to complete the services and deliverables in a timely and professional manner. Customer understands and agrees that OT's ability to provide the services and deliverables is dependent upon the active participation of, and access to, the appropriate Customer resources as may be required by OT and assigned by Customer during the performance of this engagement.
12. There are no deliverables beyond what is listed in this SOW.
13. Work will occur at OT locations, or at alternate locations as mutually agreed to by OT and Customer. (Note: See Travel Expenses for all work outside OT facilities).
14. All deliverables pertain specifically to the Covered Application

15. Customer will provide and configure fully functional environments for Software according to the applicable system requirements outlined by the Software's documentation. Customer will provide for the following environments: Production.
16. OT will only provide knowledge transfer as specifically mentioned in the Scope of this SOW.
17. The language for all deliverables and communication will be English. Other languages may be used as agreed by both parties from time to time.
18. Customer and OT expressly agree that the Deliverables herein will not be deposited in Escrow.
19. For Professional Service Days, upon receiving an email request, OT will assign a resource to the Project in the next availability window. It is recommended that Customer sends a notification as soon they identify the need to ensure OT can book the resources within a reasonable timeframe.
20. Customer understands and agrees that OT will not perform work beyond authorized efforts & expenses within each request. If additional effort or expenses are required to complete activities, tasks or deliverables on a task authorization, both Customer and OT will negotiate in good faith a Change Request.
21. Customer will be responsible for all backup and restoration processes to be performed on systems within their environment. Customer will be solely responsible for maintaining the data integrity of their systems and will maintain backups so as to have the ability to restore damaged and/or failed systems used in the course of the project, thereby minimizing loss of data caused by either system failure or error.
22. Customer will provide and configure fully functional unassisted VPN access to Instances covered by the OSP.
23. For the purposes of this SOW the parties expressly agree that this SOW may not terminated for convenience.
24. Introducing any OT, custom, or 3rd party software to the system without the specific involvement of OT will jeopardize OT's ability to provide Client an appropriately high level of support.
25. New customizations implemented into the environment during the contract period that are not developed by OpenText must be reviewed at the client's expense before being accepted into this OSP. OpenText reserves the right to not assume responsibility for the support of Customizations where not originally implemented by OpenText and where they do not meet OT implementation standards.
26. All Customizations and Interfaces implemented during this contract period are not subject to and covered by this Contract. They can be added to the Contract in prior written agreement between the parties at appropriate additional cost.
27. Any software and/or hardware provided by and installed by OT to assist with delivery of the services included in this program and not purchased by Customer must be removed and returned to OT upon termination of the program or related delivery component.

28. Customer will be responsible for desktop applications. The OT team will guide and advise on administration and support of OT desktop components if applicable.
29. Customer will be responsible for the infrastructure and third-party components including hardware, network, operating systems, database, and other third-party software. The OT consultant will guide and advise in these areas as it relates to the Covered Application deployment where reasonable and possible.
30. Customer is responsible for delivering help desk support to end users.
31. The Customer will make OSPT aware of any planned service changes (such as - but not limited to - new infrastructure, additional users, timescales for new developments etc.) at least 6 weeks in advance.

10.1 Renewal

1. The OSP will renew at the end of the contracted period. OT will send a renewal notice approximately 90 days prior to the end of the current term and Customer will pay OT as invoiced.
2. OT reserves the right to increase the support fees in line with reasonable increased costs of service delivery on an annual basis after the initial contracted period.
3. If Customer does not wish to renew the OSP, Customer must notify OT in writing at least 60 days prior to the end of the then current subscription term.
4. If OT does not wish to renew the OSP, OT must notify Customer in writing at least 60 days prior to the anniversary of the date of subscription.

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Acknowledgement and Agreement

PURCHASE ORDER
(PLEASE CHECK THE APPRORIATE BOX BELOW AND PROVIDE INFORMATION ABOUT YOUR PO)

- ☐ A purchase order # _____ has been provided to OT as of execution of this SOW.
- ☐ A purchase order will be issued within 30 days from the execution of this SOW. Customer acknowledges that work will not begin until the purchase order is received by OT (See Services Assumptions).
- ☐ Customer does not issue purchase orders.
- ☐ Customer does not require a purchase order for the Services ordered hereto. OT must include the following reference # _____ on its invoice.

TAX INFORMATION
(PLEASE CHECK THE BOX BELOW IF TRUE)

- ☐ Customer is exempt and the Tax Exemption Form is provided to OT as of execution of this SOW.

Signature

OT and Customer hereby agree to the terms and conditions of this SOW by having an authorized representative sign their name on the space provided below.

City of Jacksonville	**Open Text Inc.**
By:_____	By: _____
Print Name:_____	Print Name:_____
Title:_____	Title: _____
Date:_____	Date:_____

Note: Please make sure to fill the Purchase Order and Tax Information Sections above.

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