BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: 08/15/2016

or Procurement Director Award ☐

Contractor/Vendor Name (DBA): CGI Technologies and Solutions Inc.

Project Title/Description:
Software and Implementation Services for ERP System.

Purpose:
Amendment of Award: Master Agreement No. MA-PO-B507308-BC, Amendment No. 4, to revise the scope of work, extend the contract term to 7/31/2017, allow for two (2) one-year extensions, and increase the contract by a not-to-exceed amount of $600,000.00 to a cumulative not-to-exceed contract amount of $14,927,546.35. Additionally, the Board of Supervisors authorizes the Procurement Director to execute the amendment within the dollar and term limits awarded by this action once the amended scope and cost is finalized and agreed to by both parties. Any additional amendments outside of the Procurement Director's authority will be presented to the Board.
Administering Department: Information Technology.

Procurement Method:
Pursuant to Pima County Procurement Code 11.12.020, Competitive Sealed Proposal, Solicitation No. 0901706 was conducted. This software and implementation services contract was awarded by the Board of Supervisors to CGI Technologies and Solutions, Inc. on 1/12/2010 for $12,606,717.00. Two other contracts were awarded from the solicitation: one for software purchases and one for software maintenance services.

Amendment 1 (7/10/2012): Extended the term to 2/23/2015; reduced the scope of contract by removing several items; reduced the contract amount by $2,569,100.65 for payments associated with removed items; renegotiated payment for contract deliverables contingent upon resolution of open system warranty issues; and amended Article V, "System Acceptance" provision.

Amendment 2 (1/13/2015): Extended the term to 12/15/2016; added Statement of Work No. 2, to provide upgrade services; increased the contract amount by $4,089,930.00 for payment of additional services; and modified Payment Terms, Order of Precedence - Conflicting Documents, and Limitation of Liability provisions.

Amendment 3 (4/5/2016): Added Statement of Work No. 3, to provide for the addition of new activities and deliverables dealing with the Meridian Learning Management System; and increased the contract amount by $200,000.00 to cover payments for the addition of Scope of Work No. 3.

This Amendment, No. 4, is required to amend Statement of Work No. 2 and to increase the contract award to a not-to-exceed amount of $600,000.00. The new cumulative award amount is $14,927,546.35.

Note: The attached MA-B507308-BC document reflects a "NTE Amount" of $9,897,754.00. $5,029,792.35 was expended in a prior financial system, which accounts for a cumulative award amount of $14,927,546.35.

Attachments: Master Agreement and Amendment No. Four (4).

Program Goals/Predicted Outcomes:
ERP version will be upgraded to within two releases of the current vendor released software. The upgrades will remove unsupported components, provide better and more granular project tracking, improve budgeting process, improve AMS & Maximo interface, clarify the amount of and type of training and replace Adobe Central Pro Licensing/Forms with BIRT/JBoss.

Public Benefit:
Enhanced functionality, training, forms and system integration to improve budgeting and expense tracking and transparency, forms maintenance, staff efficiency and productivity.

Metrics Available to Measure Performance:
Over 300 additional standard reports and improved functionality will improve the budgeting processes.

Retroactive:
No

Original Information

Document Type: _____ Department Code: _____ Contract Number (i.e.,15-123): _____

Effective Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____

☐ Expense Amount: $ _____ ☐ Revenue Amount: $ _____

Funding Source(s): _____

Cost to Pima County General Fund: $ _____

Contract is fully or partially funded with Federal Funds? ☐ Yes ☐ No ☐ Not Applicable to Grant Awards

Were insurance or indemnity clauses modified? ☐ Yes ☐ No ☐ Not Applicable to Grant Awards

Vendor is using a Social Security Number? ☐ Yes ☐ No ☐ Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

Document Type: MA Department Code: PO Contract Number (i.e.,15-123): B507308-BC

Amendment No.: 4 AMS Version No.: 10

Effective Date: 08/15/16 New Termination Date: 7/31/17

☒ Expense ☐ Revenue ☒ Increase ☐ Decrease Amount This Amendment: $600,000.00

Funding Source(s): General Fund

Cost to Pima County General Fund: $600,000.00

Contact: Commodity Contracts Officer: Ana Wilber 8/10/16

Department: Procurement 8/10/16 Telephone: 724-8166

Department Director Signature/Date: 8/10/16

Deputy County Administrator Signature/Date: 8-10-16

County Administrator Signature/Date: 8/10/16
(Required for Board Agenda/Addendum Items)

MASTER AGREEMENT

PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES CONTRACT EXECUTION

Master Agreement No: B507308-BC **MA Version:** 10

Description: Software and Implementation Services for ERP System

ISSUER

Pima County Procurement Department
130 W. Congress St. 3rd Fl
Tucson AZ 85701

Issued By: PAUL TURNER
Phone: 5207243723
Email: paul.turner@pima.gov

TERMS

Initiation Date: 08-15-2016
Expiration Date: 07-31-2017

NTE Amount: $9,897,754.00
Used Amount: $8,128,536.76

VENDOR

CGI TECHNOLOGIES & SOLUTIONS INC

ATTN: KIM HOLCOMB 11325 RANDOM HILLS ROAD

FAIRFAX VA 22030

Contact: WENDY RUEHLMANN
Phone: 703-267-8000
Email:
Terms: 0.0000 %
Days: 30

Shipping Method:

Delivery Type: STANDARD GROUND

FOB:

Modification Reason

Revising scope of work, extending contract term to 7/31/2017 and increasing the contract by a not-to-exceed amount of $600,000.00.
Attachment: Amendment No. 4

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All Transactions and conduct are required to conform to these documents.

MASTER AGREEMENT DETAILS

Master Agreement No: B507308-BC **MA Version:** 10

Line	Description		
1	Scope of Work Services		
	Service Contract Amt	**Service From**	**Service To**
	$0.00	--	--

PIMA COUNTY DEPARTMENT OF FINANCE **PROJECT: Software and Upgrade Services For ERP System** **CONTRACTOR:** **CGI Technologies and Solutions Inc.** **11325 Random Hills Road** **Fairfax, VA 22030** **Master Agreement: MA-PO-B507308-BC** **(Formerly Contract Number: 07-14-C-142785-0210)** **Amendment Number: Four (4)**	

ORIG. AGREEMENT TERM: 01/10/2010-2/23/13
TERMINATION DATE PRIOR AMENDMENT: 12/15/16
TERMINATION THIS AMENDMENT: 07/31/2017

ORIGINAL AGREEMENT AMOUNT: $12,606,717.00
PRIOR AMENDMENT: $ 1,720,829.35
AMOUNT OF THIS AMENDMENT: $ 600,000.00
REVISED AGREEMENT AMOUNT: $14,927,546.35

CONTRACT AMENDMENT

WHEREAS, COUNTY and CONTRACTOR entered into a Professional Services Contract as referenced above; and

WHEREAS, COUNTY and CONTRACTOR desire to enter into this Amendment No. 4 in order to modify certain terms as set forth in Statement of Work No. 2 under the Contract; and

WHEREAS, COUNTY and CONTRACTOR have agreed to increase the Contract amount to allow payment for additional funds for increase in hours and travel dollars as described in this Amendment.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to further amend the Agreement as follows:

CHANGE: Statement of Work No. 2

Strike the following language from 8.C.3.: "Travel expenses for the project shall not exceed Two Hundred Seventy-Four Thousand Eight Hundred Eighty Three Dollars ($274,883.00) for the entire project."

In order to capture the parties' agreement to i) upgrade IBM Maximo to IBM Maximo 7.6 rather than IBM Maximo 7.5.0.3; ii) establish the parties obligations around support for Maximo 7.6; iii) make certain clarifications around hours of training; and iv) replace Adobe Central Pro Licensing/Forms with BIRT/JBoss Licensing/Forms, the parties have agreed to amend and restate Statement of Work No. 2.

The previously executed version of Statement of Work No. 2 is hereby replaced in its entirety by the attached Statement of Work No. 2. (Revision 1).

A. Governing Document

This Amendment No. 4 ("Amendment") is authorized pursuant to the Contract as previously amended. Except as previously modified here, the terms and conditions of the Contract remain in full force and effect.

B. Article I - Term and Extension! Renewals! Changes

The first paragraph of Article I is replaced in its entirety with the following:

"The Contract awarded by the Board of Supervisors shall commence on February 24, 2010 and terminate on July 31, 2017 unless sooner terminated or further extended pursuant to the provisions of this Contract. The parties may renew this Contract for up to two (2) additional one year periods or any portion thereof."

C. Effective Date of Amendment No. 4

This Amendment shall be effective as of mutual execution by both parties ("Effective Date")..

1. Exhibit D - Compensation Table

Exhibit D Item C. of the Contract is replaced in its entirety with the attached Exhibit D to account for the following changes:

- Utilize billing rate of $185 for Project Manager for duration of this Amendment

Time and Materials Activities – Notwithstanding Article XIV of the Contract, invoices for time and materials Services will be submitted monthly, plus reimbursable expenses, based on actual hours expended during the prior period at the following rates:

Labor Category	Hourly Rate
Project Manager	$185.00
Subject Matter Expert	$185.00
Technical/Functional Expert	$185.00
Work Order Lead	$235.00

CGI will report hours by Individual and by Activity on a monthly basis. All hourly rates are exclusive of local taxes and travel expenses. Any reimbursement for expenses, as allowed in the Contract and that are included in the invoice(s), must be supported with billings for such expenses. The receipts are not required to be attached but are subject to auditing by County if requested.

2. Exhibit E - High Level Project Schedule and Staffing

Exhibit E – High Level Project Schedule and Staffing is replaced in its entirety with the attached Exhibit E to account for the following changes:

- Reallocate FTEs of CGI team to provide coverage for extension period

Week Ending			7/2	7/9	7/16	7/23	7/30	8/6	8/13	8/20	8/27	9/3	9/10	9/17	9/24	10/1	Post Imp	10/8	10
Name	FTE		Wk40	Wk41	Wk42	Wk43	Wk44	Wk45	Wk46	Wk47	Wk48	Wk49	Wk50	Wk51	Wk52	Wk1	FTE	Wk2	W
John C. - Functional Support		50%	20	20	20	20	20	20	20	20	20	20	20	20	40	40	50%	20	
John E - Maximo&ABI Functional		20%	8	8	8	8	8	8	8	8	8	8	8	8	20	20	10%	4	
Maiju - Technical Support		50%	20	20	20	20	20	20	20	20	20	20	20	20	40	40	100%	40	
Vijay - Maximo Support		50%	20	20	20	20	20	20	20	20	20	20	20	20	40	40	100%	40	
Glenn - PB Support		10%	4	4	4	4	4	4	4	4	4	4	4	4	25	25	10%	4	
Anees - Engagement Manager		10%	4	4	4	4	4	4	4	4	4	4	4	4	30	30	10%	4	
Karen - PM		60%	24	24	24	24	24	24	24	24	24	24	24	24	40	40	20%	8	
Other		20%	8	8	8	8	8	8	8	8	8	8	8	8	30	30	100%	40	
		270%	108	108	108	108	108	108	108	108	108	108	108	108	265	265	400%	160	
																1826			

Act 01 - Proj Mgmt	336
Act 05 - Funct Test Support	480
Act 06 - Tech Test Support	480

Act 10 - Cutover Support	530
Act 11 - Funct PI Support	80
Act 12 - Tech PI Support	160

3. Exhibit F – Deliverables and Activities Summary

Exhibit F – Deliverables and Activities Summary of the Contract is replaced in its entirety with the attached Exhibit F to account for the following changes:

- 1,322 (540 +782) additional Hours funded by Pima County at $244,670.00
- Up to 540 matching Hours funded by CGI at $100,000.00
- Pima County adds $50,000.00 for Travel
- Pima County adds $50,000.00 in contingency funds
- Pima County adds $185,000.00 in Maximo enhancement contingency funds

Activities and Deliverables (new)	PropHrs*	PropPrice*	Start	End	Notes
Act 01 - Proj Mgmt	2,900	$580,000	Jan-15	Sep-16	
Del 01- Accel - Env Setup		$200,000	Jan-15	Feb-15	
Del 02- Accel - Initial Data Upgrade		$200,000	Jan-15	Feb-15	
Del 03 - Accel - Auto Test Exec		$200,000	Feb-15	Mar-15	
Del 04- Accel - Pkg & De liv		$200,000	Mar-15	Apr-15	
Del 05- Accel - Post Install Patch Set		$40,000	Jun-15	Jul-15	
Del 06 - Remote Training		$80,000	Mar-15	Apr-15	
Act 02- Infrastructure Install	480	$88,800	Jan-15	Mar-15	
Act 03 - Adv Envision/Anal	800	$148,000	Jul-15	Sep-15	
Act 04- Interface Migrations	250	$46,250	Jun-15	Nov-15	
Act 05 - Funct Test Support	2,180	$403,300	May-15	Mar-16	
Act 06 - Tech Test Support	1,860	$344,100	May-15	Mar-16	
Act 07- DB Refresh Support	207	$38,295	Jul-15	Nov-15	
Act 08- Perf Tuning	160	$29,600	Feb-16	Mar-16	
Act 09 - Security/Workflow	154	$28,490	May-15	Nov-15	
Act10-CutoverSupport	320	$59,200	Jun-16	Jun-16	
Act 11 - Funct PI Support	160	$29,600	Jul-16	Sep-16	
Act 12- Tech PI Support	160	$29,600	Jul-16	Sep-16	
Act 13 - PB Extensibility Anal	200	$37,000	Jan-15	Feb-15	
Act14-PB PDI Integration	80	$14,800	May-15	Aug-15	
Act 15 - PB UAT Support	80	$14,800	Dec-15	Mar-16	
Act 16- PB Cutover Support	86	$15,910	Jun-16	Jun-16	
Act 17- PB PI Support	160	$29,600	Jul-16	Sep-16	
Act 18 - PB Funct Support	460	$85,100	May-15	Aug-15	
Act 19 - infoAdv Support	1,088	$201,280	Jun-15	Dec-15	
Act 20 - Maxima Tech Support	660	$122,100	Jan-15	Apr-15	
Act 21 - Maximo Funct Support	368	$68,080	Apr-15	Jul-15	
Act 22- Maximo Test Support	820	$151,700	May-15	Sep-15	
Act23-MaximoCutoverSupport	124	$22,940	Jun-16	Jun-16	
Act 24- Addl Contingency Supp	2,133	$429,670	TBD	TBD	Added $244,670
Travel		$328,830			Added $50,000
Project contingency		$50,000			Added $50,000
Maximo Enhancement Contingency	1,000	$185,000			Added $185,000
Addl Lic's		$117,555			
CGI Hours	540	$0			
SubTotal	17,430	$4,619,600			

4. Exhibit H – Maximo Enhancements

The attached Exhibit H – Maximo Enhancements is added to the contract for the agreed listing of Maximo enhancements to be delivered after go-live.

ID	Description	Hours	Cost
Item 1	Inventory Change - Manufacturer, Model, and Catalog Number Fields Maximo Integration	288	$ 53,280.00
Item 2	Edit to prevent Work Orders from being closed prematurely	306	$ 56,610.00
Item 3	Require GL Account Validation in Maximo	428	$ 79,180.00
Item 4	Charging to the GL String for Non-Inventory Items	274	$ 50,690.00
Item 5	PO Change Order Process - Process for making updates to POMs and DOMs after they are final.	222	$ 41,070.00
Item 6	Adding Grant Costs to Maximo Transactions	300	$ 55,500.00
	UAT and production cutover support	482	$ 89,170.00
	PM support	150	$ 27,750.00
	Total	2,450	$453,250.00

IN WITNESS WHEREOF, the parties have affixed their signatures to this Amendment on the dates written below.

PIMA COUNTY

_____
Chair, Board of Supervisors

_____
Date

ATTEST

_____
Clerk of Board

_____
Date

APPROVED AS TO FORM:

_____
Tobin Rosen, Deputy County Attorney

_____
Date

APPROVED AS TO CONTENT

_____
Department Head

_____
Date

CGI TECHNOLOGIES AND SOLUTIONS INC.

_____
Authorized Officer Signature

_____
Printed Name and Title

_____
Date

DRAFT

STATEMENT OF WORK No. 2 (Revision 1)

This Amended and Restated Statement of Work Number 2 ("Statement of Work" or "SOW") is issued pursuant to the Professional Services Contract 07-14C-142785-0210 (MA-PO-B507308-BC) dated February 24, 2010 between Pima County (the "County"), and CGI Technologies and Solutions Inc. ("CGI").

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1. Effective Date of this Statement of Work

This Statement of Work is effective as of January 15, 2015 through December 15, 2016.

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2. Project Title

CGI Advantage® ERP System Upgrade

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3. CGI Solution Components

This Project includes the upgrade of the following CGI Advantage Products and the related Bundled Software Products licensed to County per the Proprietary Software License Agreement number: 11-14-C-142784-0210 dated February 24, 2010. This project will address the following major components of the CGI Advantage products; please refer to Exhibit A for a full list of Bundled Software Products:

- CGI Advantage® Financial System
- CGI Advantage® Vendor Self Service
- CGI Advantage® Performance Budgeting
- CGI infoAdvantage
- IBM® Maximo® Asset Management

Notations:

- Pima County has implemented SymPro Debt Management v2.4.2.557. An upgrade to this product version is not required and has not been included in the scope of this effort.
- Pima County has licensed SymPro Investment v7.3.2. County has chosen not to implement this product. SymPro Investment is not included in the scope of this effort.

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4. Services to be Performed.

CGI will provide the Services described herein to lead and work jointly with Pima County in upgrading certain CGI Advantage Products licensed to and installed as a system at Pima County ("Pima County ERP System"), as set forth in Section 3, from CGI Advantage release 3.8.0.2 to CGI Advantage release 3.10.0.1 and IBM Maximo 7.1.1.7 to IBM Maximo 7.6. "Jointly" is defined as County and CGI each being primarily responsible for its own set of project tasks. Responsibility for some tasks will be shared equally. For the project to be successful, knowledge and information from County's and CGI's project staff will need to be shared, regardless of who is ultimately responsible for a project task. Reallocation of assigned responsibilities will require the mutual

agreement of the parties in writing via an amendment to this SOW signed by both parties.

The scope of work for this project will be limited to the upgrade of the CGI Advantage products listed in Section 3 above. Any additional products (outside of what County already has licensed for Advantage 3.8), or services, as well as any new customizations or modifications to the products (other than those specified under Customizations/Patching" below), will be addressed under a separate contract.

CGI will provide County with a custom upgrade to CGI Advantage release 3.10.0.1 using the CGI Accelerate® service. Accelerate Services will include the following:

- CGI Advantage release 3.10.0.1 upgrade components for CGI Advantage Administration, Financial, Vendor Self Service, Performance Budgeting, infoAdvantage, and Integration (ABI).
- On-site installation and upgrade support for covered CGI Advantage components, as defined in Section 3 above during scheduled delivery timeframe.
- Delivery of one client-defined patch set including resolutions for up to 20 CGI Advantage software related issues, as confirmed through CSG, to support UAT. Selected issues for patch set must be reported and confirmed as valid by CSG within 60 days of the initial CGI Accelerate delivery. Issues related to Performance Budgeting, ABI Integration or infoAdvantage are not eligible for inclusion in the patch set.

CGI will also provide County with the following custom solutions using the CGI Accelerate service:

- CGI will perform Maximo 7.6 validation testing and support the County on Maximo 7.6 for CGI Advantage 3.10.0.1. While initial testing activities will be performed as part of the CGI Accelerate scope, the validation and coverage will not result in additional software being provided or delivered as part of the CGI Accelerate effort. All post-delivery support for Maximo 7.6 and associated Integration issues will be provided via the CGI Customer Support Group (CSG).
- CGI validation testing of Maximo 7.6 will be performed in parallel with ongoing upgrade activities; however, the timeline to complete these activities is estimated to be 2-3 months after the initial CGI Accelerate delivery timeline, which was delivered the week of June 8, 2015.
- CGI will document issues identified during validation testing of Maximo 7.6, should any issues be identified. CGI will look to address any Severity = Critical issues identified with the CGI Advantage 3.10.0.1 software, impacting current baseline Integration functionality with Maximo 7.6; all non-Critical issues will be documented for further review by the County to be covered under CSG support agreement. Support for issues related directly to the Maximo 7.6 software are not included in this CGI Accelerate effort.
- CGI will provide a Patch Set for the resolution of Severity = Critical issues and support of Maximo 7.6, if applicable, once all validation testing activities have been completed, and identified issues have been resolved. If additional code

changes are not required to support Maximo 7.6, no further software updates will be provided.

- CGI will provide updated CGI Advantage baseline documentation related to the support of Maximo 7.6 for CGI Advantage 3.10.0.1, should documentation changes be required for Integration related installation and configuration.
- Migration of pre-defined County customizations; as defined in Exhibit C).
- Validation of CGI Advantage release 3.10.0.1 baseline software integrated with supported release versions of Maximo and SymPro; installed and configured for CGI Accelerate test verification. Note – Meridian integration is not covered under this Contract as the Human Resource Management component is not included.
- Application and testing coverage, as well as delivery, of those CGI Advantage Performance Budgeting Extensions identified for upgrade to CGI Advantage release 3.10.0.1. The effort to identify these Extensions will be addressed separate from this Contract – see Section 6.D Project Assumptions below.

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5. Planning and Ongoing Project Management.

Project Management will take place over the course of the project. Under the guidance of CGI and County management, the CGI Project Manager will work jointly with County Project Manager to develop the project plans, manage project activities, monitor and resolve issues, enforce quality control, monitor level of effort expenditures, and mitigate risks that threaten the completion of the project.

To help enable issues to be resolved expeditiously, CGI will use an issue-tracking tool. CGI will track and manage issues as part of the CGI weekly project management process. To provide ready access to project team members, CGI will maintain an online Issues Database, in which open issues are logged and tracked to allow for prompt resolution and participation by the appropriate project team members and County decision makers.

The CGI and County Project Managers will jointly be responsible for the management of the project-wide tasks. They will also be responsible for controlling scope and keeping the project within the timeline and budget.

The following are project-wide management tasks for the project, which will be done jointly between CGI and County Project Managers:

- Manage objectives of the project;
- Manage the scope of the project to stay on schedule and within budget; and
- Apply project management and issue resolution strategies.

Other Project Management and Planning activities to be done jointly by both the CGI and County Project Managers, including the following;

- Finalize/Refine Project Schedule;
- Provide Regular Project Status Updates to the joint County/CGI Executive Steering Committee;
- Assign Staff and Project Roles and Responsibilities;

- Establish Project Standards and Procedures;
- Deliver Status Reports;
- Establish Team Communication;
- Determine Meeting Schedules;
- Oversee Project Staffing; and
- Conduct Ongoing Project Management.

To support project governance and the delivery of the project, an Executive Steering Committee ("ESC") will be formed. The ESC will meet on an as-needed basis at the request of either County or CGI Project Managers to resolve critical issues, address potential changes in scope or schedule, and provide guidance for project vision and roadmap planning.

The ESC will be comprised on the part of County by:

- Pima County CIO – Jesse Rodriguez
- Finance Director – Keith Dommer
- Finance Deputy – Ellen Moulton
- Finance Deputy – Michelle Campagne
- Project Manager – Scott Zufelt

The ESC will be comprised on the part of CGI by:

- Engagement Manager – Anees Kadir
- Project Manager – Karen Hansen
- Area Account Manager – Karen Hansen

6. Roles and Responsibilities.

During the upgrade of the CGI Advantage products described herein, the roles and responsibilities of both CGI and County staff will vary depending on the task. In the tables below, the Project tasks and milestones are listed with applicable acceptance criteria as well as an indication of the lead resource proposed for each task. A high level project schedule is provided in Exhibit E. Within 60 days of the project start, the detailed project schedule will be finalized, with specific assignments made to both CGI and County resources.

A. Responsibility of CGI.

CGI will provide the following resources and has the following responsibilities:

- CGI will provide a Project Manager responsible for general project management support, and managing/coordinating CGI tasks defined in this Section 6. This

includes handling Advantage upgrade issues, attending status meetings, issue/risk management, and preparing monthly status reports.

- During the analysis Phase, CGI will work with County Project Manager on the initial base project plan and a preliminary project schedule, for this CGI Advantage ERP System Upgrade project. The plan will include functional and technical project tasks, schedule for tasks, and assigned staff from both County and CGI, dependencies, and status meetings to support the upgrade.
- CGI will provide an appropriate number of staff required to support the tasks as identified herein and within the mutually agreed schedule.
- CGI will provide services described in this SOW both on-site and from remote locations. To help minimize costs, County and CGI Project Managers will work together to coordinate when it is appropriate for CGI staff to be on-site.
- CGI will take the lead in executing the Go Live technical production cutover based on the Production Cutover plan developed during the project.
- CGI will provide Post-Implementation support and assistance as further described below to County Project Team.
- CGI will assist County in adjusting system operational procedures.
- CGI will supervise the hand-off of operations to CGI County Support Staff and make sure that training on the support process is provided.

B. Responsibility of County.

County will provide the following resources and has the following responsibilities:

- County will participate, and will include CGI, in Executive Steering Committee (ESC) meetings to ensure the engagement meets overall County objectives and ensure effective risk management and decision making on the engagement.
- County will provide a dedicated Project Manager for the duration of the project to lead the CGI Advantage 3.10.0.1 Upgrade Project. CGI will coordinate its project activities (including project issues, contract and/or amendments, invoicing, status reports, etc.) through County Project Manager.
- County will provide the staff required for the completion of County's responsibilities on the project in accordance with the project schedule. This will include, without limitation, project sponsors and executives (Executive Steering Committee), subject matter experts familiar with existing County procedures and associated decision makers who are empowered to make design and implementation decisions in support of upgrade activities, technical experts, trainers, end users, managers, IT staff, and the operations staff who will maintain the new system upon implementation. These resources need not be dedicated full-time to the project, but must be available to complete their assigned tasks per the mutually agreed upon detailed project schedule.
- County will be responsible for purchasing and participating in the installation and configuration of any third party 3.10.0.1 software components outside of those that have previously been licensed through CGI (e.g. MS/SQL Server, etc.).
- County will be responsible for actively participating in verifying the initial data upgrade conversion on the 3.10.0.1 release version. County is responsible for

subsequent database conversions and verification, but may draw upon project hours for CGI assistance. County is responsible for any data cleanup required.

- County will be responsible for updating user procedures and providing End-user Training, including training materials.
- Issues arising from the project will be recorded in the CGI SharePoint® repository, prioritized, managed and resolved in an appropriate timeframe to support the project schedule. County will review the available options for the project issues and make prompt decisions to resolve them.
- Facilities and Equipment – County is responsible for supplying:
  - Dedicated office space to support four (4) CGI staff members. This office space must contain at least one telephone with outside access and internet access beyond any County firewall, subject to County access policies.
  - Access to on-site printing, copying, and conference rooms for team meetings are also required.
  - VPN access to County 'Upgrade' related applications and databases in a non-Production environment to facilitate remote assistance needed throughout the duration of the project.
  - Ability to utilize CGI VPN for continuous access to CGI databases.
  - County will provide online access to 'Upgrade' applications (i.e., user IDs, etc.).
  - County will provide security badges for site access (for onsite assigned CGI staff).

C. Environments.

County will be responsible for the setup, operation/administration, and maintenance of all infrastructures such as but not limited to hardware, and system software such as servers, databases, networking, etc. for production, test, training, user acceptance test, and development environments. County will be responsible for installing the upgraded SW onto the non-production environments: test, training, user acceptance test, and development environments.

CGI will be responsible for installing the upgraded SW onto the production environment. CGI will also work with County to establish a process and set of essential shakedown tests to use in validating an application environment.

County will be responsible for all file, library, and database backups. County will also prepare, load and maintain production batch scripts, check off sheets, system schedules and procedures, run books, file backup and archiving schedules.

D. Project Assumptions.

The project assumptions ("Project Assumptions") are set forth below. The following Project Assumptions are included in order to facilitate a successful implementation:

- The maximum amounts payable are based on the schedule of compensation listed in Exhibit D. CGI is not authorized to exceed the level of effort described in

Section 6.E.1 without the prior written consent of County pursuant to an amendment to this Statement of Work.

- CGI will coordinate its project activities (including project issues, contract and/or amendments, invoicing, status reports, etc.) through County Project Manager.
- Issues arising from the project will be resolved in a timely manner to comply with the project schedule. County will review the available options for the project issues and make prompt decisions to resolve them.
- The upgrade will be limited to the Advantage modules set forth in Section 3, whether fully implemented or not, and will not include addition of modules or subsystems not currently licensed as part of County's Advantage system unless mutually agreed to by both parties through an amendment to the Contract.
- Both County and CGI agree that any add-on work for customizations will be mutually agreed to by both parties and addressed through an amendment to the Contract.
- During post implementation support, County will continue to use the Service Desk facilities (with assistance from CGI) and resolve issues where possible prior to reporting items to the CGI Help Desk, as in accordance with the maintenance agreement.
- CGI will take the lead, with County support to develop the test plan that defines the process for user acceptance testing and performance testing.
- CGI's Accelerate tests the following products in conjunction with the upgrade: ABI, SymPro, 1099-Convey
- CGI's Accelerate tests extract, transfer and load ("ETL") and a sampling of infoAdv baseline reports, but will not test custom universes and custom reports. CGI will run all baseline ETL's against County's source data sets.
- CGI provides full transparency to ETL results as executed against the client's cut of data used within the CGI Accelerate process. The CGI Accelerate team will tune the ETL such that the run time is optimized against the client source data set, providing tuning changes/recommendations to the client along with the final delivery results. Additionally, CGI will provide defect fixes for critical issues uncovered during the CGI's internal testing processes.
- CGI's Accelerate tests a sampling of loads of XML into 3.10.0.1, but not all Interfaces. To support CGI's validation process, County will provide at least one (1) XML ready sample from each document type; for example, if County processes twenty (20) different type of GAX interface files for various payments, CGI requires one (1) of those files be provided to test for any upgrade impact to the GAX process.
- CGI will install & configure baseline 3.10.0.1 ABI against a copy of IBM Maximo 7.6. CGI will test baseline Maximo data integration scenarios, along with the test scenarios County provides as inputs that are not dependent on client-specific Maximo data.

  CGI has reviewed County reported Advantage Support issues in the area of Maximo. For those Maximo issues that are reported to be resolved in Advantage

3.10.0.1 and IBM Maximo 7.6, CGI will test those areas of functionality that are reported to be resolved in the implemented release. CGI will report the test outcome, pass / fail, for those issues documented in CGI Advantage Financial and Procurement 3.10.0.1 Release Notes, Release 3.10.0.1, Resolved Issues, Maximo (page 37).

- An important component of the implementation project is the collaborative delivery of reporting and interfaces. Both County and CGI agree that the timely completion of these tasks is important for successful training, testing and production cutover. It is critical that the project team have timely access to both functional and technical County resources.
- County agrees to take the lead, with CGI knowledge transfer and assistance, in developing and migrating reports that are not delivered with CGI infoAdvantage.
- County agrees to be responsible for executing the user acceptance test. CGI will work jointly with County staff to resolve material Defects preventing go-live of the upgraded software and answer questions during the test.
- Any increase in current third-party software licensing fees that may occur in conjunction with this upgrade project are outside of the scope of this SOW.
- County will provide an updated production dataset copy, current copy of production code (source and runtime), and County-specific test scenarios to the CGI Accelerate team prior to the start of the project, for all covered CGI Advantage products.
- County is not upgrading CGI Advantage's ABI engine for release 3.10.0.1 from the previous production release version through CGI's Accelerate services. A separate implementation effort will be required to setup and configure the release 3.10.0.1 ABI component. As part of the CGI Accelerate process, CGI will test the release 3.10.0.1 baseline ABI and baseline Integration components with the 3.10.0.1 supported version of Maximo.
- County will rebuild their infoAdvantage Data Warehouse at the 3.10.0.1 release level; not upgrade from the current release level. County is responsible for the upgrade of all custom infoAdvantage universes, reports, views, and dashboards; not covered under CGI Accelerate.
- As part of the CGI Accelerate process, validation of Maximo 7.6 will include only current CGI Advantage 3.10.0.1 Integration (ABI) baseline functionality. Further customization of the Integration related to new features of Maximo 7.6 is not included in this certification process; all such requests would be treated as CGI Advantage Enhancement Requests submitted to the Customer Support Group (CSG).
- As part of the CGI Accelerate process, CGI is not validating the County's current production setup/configuration related to Maximo. CGI will focus on ensuring data will integrate between CGI Advantage 3.10.0.1 and Maximo 7.6, in a similar fashion as Maximo 7.5.x, using baseline configurations; the validation of this integrated data through upstream/downstream functional processing is not included in the scope of the Accelerate effort.

- County is responsible for all third party installations and configurations, including, but not limited to WebSphere, Versata, BIRT/JBoss, Business Objects, Pervasive, PatternStream, and any DBMS related software. CGI will support County's efforts as part of Activity 02, as defined below.

E. Tasking by and Activities and Deliverables.

For Time and Materials tasks in Section 6.E.1, the activities for CGI are expressed as the delivery of hours that are estimated for that task. County and CGI agree that these hours can be managed and reallocated across tasks by the Project Managers during the execution of the project (including the exchange of hours to travel and vice versa); however, CGI is not authorized to perform services that would cause it to exceed the total number of fourteen thousand seven hundred fifty-seven (14,757) Time and Materials hours under this Statement of Work unless mutually agreed through a written amendment to this Statement of Work.

"Lead" shall mean the party who is to perform the defined role and/ or function required by the activity.

"Support" shall mean the party who is to watch, assist and/ or provide guidance as necessary for the activity.

"Joint" shall mean when both parties are working together to perform the defined role and/ or function required by the activity.

CGI will provide the deliverables set forth in Section 6.E.2.

1. Description of Activities

Project Tasks by Activity	CGI Responsibility	County Responsibility	Level of Effort
Activity 01: Project planning, guidance, and management			
CGI and County will work jointly on efforts project planning, guidance, and management. The scope will consist of:			
o Providing project plans for task planning and project management efforts	Lead	Support/Review/ Participate	
o Providing high-level work breakdown structure and project task schedules	Lead	Support/Review/ Participate	
o Promoting application of Advantage Upgrade best practices/approaches.	Lead	Support/Review/ Participate	
o Managing project tasks to project schedules	Joint	Joint	
o Providing project status reports and participating in regular Project Management and Executive Steering Committee meetings	Joint	Joint	CGI provides a total of 2,900 hours of Support in this scoped Time and Materials tasking. Progress on these hours to be provided in Monthly Status Reports.
o Providing resource coordination planning and scheduling	Joint	Joint	
o Providing status tracking/reporting, issue escalation/resolution	Joint	Joint	
o Providing production cutover planning/support	Joint	Joint	

Project Tasks by Activity	CGI Responsibility	County Responsibility	Level of Effort
Activity 02: Installation Support of Pima County Infrastructure Stand Up Prior to Accelerate Delivery o CGI will provide hardware sizing recommendations and work cooperatively with County to arrive at a mutually acceptable technical configuration for the Upgrade environments. o County will purchase the hardware per the Hardware Sizing Recommendation o County will install the hardware, operating system, database applications, and Advantage-related third-party applications per the Accelerate Pre-requisites for the Production and Non-Production environments. o CGI will support and assist County in installing Advantage-related third-party applications, including Build machine installations. o CGI will provide support for establishing the BIRT/JBoss server environment, and for migrating the current set of Adobe Central Pro forms listed in Exhibit B into BIRT forms under this Activity 02.	Lead Support/Review/ Participate Support/Review/ Participate Support/Review/ Participate	Support/Review/ Participate Lead Lead Lead	CGI provides a total of 480 hours of Support in this scoped Time and Materials tasking. Progress on these hours to be provided in Monthly Status Reports.
Activity 03: Envision Prototyping and Analysis o CGI will provide Subject Matter Experts (SMEs) over a three month period in the identified functional areas to lead County staff through prototyping and analysis sessions to review existing functionality in comparison to the identified new and modified functionality available in Advantage 3.10.0.1. o Analysis and Prototyping will be conducted in County Non-Prod environment populated with County data. o County will add additional test data to the Prototype environment as needed. o CGI will provide prototype scripts and execute prototype scripts pertaining to the identified new and modified functionality. o CGI will provide guidance to County Procurement Department in determining how the Advantage applications can be used to meet County's needs.	Lead Joint Support/Review/ Participate Lead Lead	Support/Review/ Participate Joint Lead Support/Review/ Participate Support/Review/ Participate Support/Review/	CGI provides a total of 800 hours of Support in this scoped Time and Materials tasking. Progress on these hours to be provided in Monthly Status Reports.

Project Tasks by Activity	CGI Responsibility	County Responsibility	Level of Effort
○ CGI will assist County with review of the Grants Lifecycle Management functionality enhancements.	Lead	Participate	
○ CGI will assist County with review and analysis of the forward-facing portals in Advantage 3.10.0.1	Lead	Support/Review/ Participate	
○ These Prototype and Analysis sessions to focus on the following identified functional areas: • Accounts Payable – 22 functions: Encumbrance Commodity Search; Remittance Advice/Check Printing; Retainage Changes; Verify – Misc. Revenue for Stale Dating a Warrant. • Accounts Receivable – 5 functions: Funding Profiles to Revenue, Enhanced Cash Receipt (wire transfers; Enhanced Deposit Reconciliation. Note: Permitting Integration is not of interest at this time. • Cost Accounting – 10 functions: Changes to CAS and CAM; Encumbrance Reclassification; Program Enhancements • Fixed Assets – 9 functions: Responsibility Center Enhancements. • General Accounting – 29 functions: Future Triggering; Open Activity Roll and Lapse • Procurement – 23 functions: Forms Improvements; Advantage Shopper • Contract Management – 1 function: New Fields • Vendor Self-Service – 15 functions: IRS TIN Matching Process; System Assurance SA13; Vendor Maintenance and Enhancements • Archiving – 2 Functions: New functionality • Debt Management – 2 Functions: Functionality for leases or internal loans. Note: Continue to use SYMPRO for Bonded Debt or Obligations • Treasury Accounting – 4 Functions: Modifications to existing functionality with new options	Lead	Support/Review/ Participate	

Project Tasks by Activity	CGI Responsibility	County Responsibility	Level of Effort
• Performance Budgeting - Analyze and reconfigure existing capital-related budget layouts to utilize 3.10 capital, project template and multi-tab functionality. CGI has assumed that CGI trains and Pima County subsequently develops the approach, reflective of guidance received. After completion of upgrade, install, document & apply up to five (5) extended database fields.			
Activity 04: Interface Migrations Support o CGI will provide analysis and technical support in conjunction with County efforts to migrate interfaces from FIN and PB for the Upgrade to 3.10.0.1. o At County's direction, CGI will provide support for Interface Migrations in the following areas: • CGI to migrate interfaces to the Upgrade environment and County to test the migrated interfaces. • CGI and County to work jointly to migrate the interfaces to the Upgrade environment. • County to migrate interfaces to the Upgrade environment, and CGI to provide support as needed.	Support/Review/ Participate Lead	Lead Support/Review/ Participate	CGI provides a total of 250 hours of Support in this scoped Time and Materials tasking. Progress on these hours to be provided in Monthly Status Reports.

Project Tasks by Activity	CGI Responsibility	County Responsibility	Level of Effort
Activity 05: Functional Support for County Testing o CGI will provide functional application support in conjunction with County efforts to test Advantage FIN for the Upgrade to 3.10.0.1. o County will be responsible for the planning and execution of the following testing efforts: • System Test; Integration Test; User Acceptance Test • Newly implemented functionality; Conversion data verification; Interface and Report migration verification • County will provide and update test scripts for these efforts o In support of County-led testing efforts, CGI will provide functional testing support in the following areas at the direction of County: • Provide functional subject-matter expertise for upgrade of FIN • Provide input and support for configuration specifications and issue resolutions • Assist with County modification of the nightly batch scripts and cycle plan, and test execution of batch jobs • Assist County with updating test scripts for new or enhanced functionality • Assist County with planning and execution of UAT testing, including facilitating issue triage and resolutions	Support/Review/ Participate Support/Review/ Participate Support/Review/ Participate	Lead Lead Lead	CGI provides a total of 2,180 hours of Support in this scoped Time and Materials tasking. Progress on these hours to be provided in Monthly Status Reports.

Project Tasks by Activity	CGI Responsibility	County Responsibility	Level of Effort
Activity 06: Technical Support for County Testing o CGI will provide technical application support in conjunction with County efforts to test Advantage FIN for the Upgrade to 3.10.0.1. o In support of County-led testing efforts, CGI will provide technical testing support in the following areas at the direction of County: • Provide technical guidance and support to County technical staff for Upgrade-related tasks, including test support and related issue resolutions • Assist with modifications to operational batch scripts and related application monitoring, backup/restore processes, and testing. • Assist with updating technical documentation and configuration diagrams • Assist with updating operational documentation for modified batch processes and scheduling • Assist in maintaining patches (support/installation)	Support/Review/ Participate Support/Review/ Participate	Lead Lead	CGI provides a total of 1,860 hours of Support in this scoped Time and Materials tasking. Progress on these hours to be provided in Monthly Status Reports.
Activity 07: Test Database Refreshes o CGI will provide Test Database conversions from County's Production 3.8.0.2 database into the newly configured 3.10.0.1 PROD environment for testing the upgrade for Advantage Financial, Administration, Vendor Self Service, and Performance Budgeting. o The scope of this task assumes a total of three (3) database refreshes/conversions from PROD 3.8.0.2 to PROD 3.10.0.1	Support/Review/ Participate Support/Review/ Participate	Lead Lead	CGI provides a total of 207 hours of Support in this scoped Time and Materials tasking. Progress on these hours to be provided in Monthly Status Reports.
Activity 08: Performance Tuning o Evaluate system performance and perform tuning efforts (addressing both results from online & offline testing by County). This will be an effort led by CGI staff to help impart Best Practices as County staff participates in this process. Specifically, this task will include optimization of the Advantage nightly batch jobs, and optimization of the infoAdvantage data warehouse ETL refresh.	Lead	Support/Review/ Participate	CGI provides a total of 160 hours of Support in this scoped Time and Materials tasking. Progress on these hours to be provided in Monthly Status Reports.

Project Tasks by Activity	CGI Responsibility	County Responsibility	Level of Effort
Activity 09: Security / Workflow Analysis o Security enhancements will be required for upgraded environments and for all new pages and documents, and Workflow enhancements will be required for all new documents. o CGI will provide analysis of existing security and workflow functionality, with recommendations for possible implementation by County.	Lead Lead	Support/Review/ Participate Support/Review/ Participate	CGI provides a total of 154 hours of Support in this scoped Time and Materials tasking. Progress on these hours to be provided in Monthly Status Reports.
Activity 10: Production cutover support – FIN/infoAdv o CGI and County will jointly develop the detailed production cutover steps for upgrading an existing copy of the FIN/infoAdvantage 3.8.0.2 production databases into the FIN/infoAdvantage 3.10.0.1 production database environments. This includes but is not limited to timing, responsible party, communication mechanism, validation procedures, and go/no-go signoff criteria. o County will lead production cutover execution with support from CGI staff through determining tasks/responsibilities that best position for success. CGI will provide functional and technical support and guidance as necessary during production cutover.	Joint Support/Review/ Participate	Joint Lead	CGI provides a total of 320 hours of Support in this scoped Time and Materials tasking. Progress on these hours to be provided in Monthly Status Reports.
Activity 11: Functional Post-Upgrade Support - FIN o CGI will provide Functional Post-Upgrade support o This support will commence immediately following the Production Cutover and be delivered within a total duration of 3 months. o The first month will be delivered primarily on-site, supplemented by remote support. o The second and third months will be delivered primarily remotely, supplemented by on-site support as needed.	Support/Review/ Participate Support/Review/ Participate Support/Review/ Participate Support/Review/ Participate	Lead Lead Lead Lead	CGI provides a total of 160 hours of Support in this scoped Time and Materials tasking. Progress on these hours to be provided in Monthly Status Reports.

Project Tasks by Activity	CGI Responsibility	County Responsibility	Level of Effort
Activity 12: Technical Post-Upgrade Support - FIN o CGI will provide Technical Post-Upgrade support o This support will commence immediately following the Production Cutover and be delivered within a total duration of 3 months. o The first month will be delivered primarily on-site, supplemented by remote support. o The second and third months will be delivered primarily remotely, supplemented by on-site support as needed.	Support/Review/ Participate Support/Review/ Participate Support/Review/ Participate Support/Review/ Participate	Lead Lead Lead Lead	CGI provides a total of 160 hours of Support in this scoped Time and Materials tasking. Progress on these hours to be provided in Monthly Status Reports.
Activity 13: Performance Budgeting – Extensibilities Analysis & Migration o CGI will work jointly with County in their efforts to analyze existing extensions (if any) applied to PB code and determine the scope, impact, and recommended approach for migration. CGI will work jointly with County in their efforts to migrate PB extensions to 3.10.0.1. This will be an effort led by CGI to help impart Best Practices as County staff participates in the process.	Joint	Joint	CGI provides a total of 200 hours of Support in this scoped Time and Materials tasking. Progress on these hours to be provided in Monthly Status Reports.
Activity 14: Performance Budgeting – Implementation of PDI Integration o CGI will support development efforts to implement PDI (Pervasive Data Integrator) integration to facilitate data exchange between Performance Budgeting and Advantage Financial.	Support/Review/ Participate	Lead	CGI provides a total of 80 hours of Support in this scoped Time and Materials tasking. Progress on these hours to be provided in Monthly Status Reports.

Project Tasks by Activity	CGI Responsibility	County Responsibility	Level of Effort
Activity 15: Performance Budgeting – User Acceptance Planning and Execution o CGI and County will jointly develop the test plan that defines the process for integrated user acceptance testing for Performance Budgeting. County will jointly define the test plan and will create the test scripts required for integrated system testing. o County will execute User Acceptance Testing, produce testing schedule of events, reserve and coordinate test facilities required, identify and recruit testers, facilitate and monitor test execution, tabulate test results, and document test case failures through step-by-step write-ups and screenshots. CGI will address issues and questions related to testing.	Joint Support/Review/ Participate	Joint Lead	CGI provides a total of 80 hours of Support in this scoped Time and Materials tasking. Progress on these hours to be provided in Monthly Status Reports.
Activity 16: Performance Budgeting – Production Cutover o CGI and County will jointly develop the detailed production cutover steps for upgrading an existing copy of the Performance Budgeting 3.8.0.2 production databases into the Performance Budgeting 3.10.0.1 production database environments. This includes but is not limited to timing, responsible party, communication mechanism, validation procedures, and go/no-go signoff criteria. o County will lead production cutover execution with support from CGI staff through determining tasks/responsibilities that best position for success. CGI will provide functional and technical support and guidance as necessary during production cutover.	Joint Support/Review/ Participate	Joint Lead	CGI provides a total of 86 hours of Support in this scoped Time and Materials tasking. Progress on these hours to be provided in Monthly Status Reports.
Activity 17: Performance Budgeting – Post-Upgrade Support o CGI will provide a total of 160 hours of Post-Upgrade PB support o This support will commence immediately following the Production Cutover and be delivered within a total duration of 1 month. o The post-upgrade support will be delivered primarily on-site, but can be supplemented remotely as mutually agreed.	Support/Review/ Participate Support/Review/ Participate Support/Review/ Participate	Lead Lead Lead	CGI provides a total of 160 hours of Support in this scoped Time and Materials tasking. Progress on these hours to be provided in Monthly Status Reports.

Project Tasks by Activity	CGI Responsibility	County Responsibility	Level of Effort
Activity 18: Performance Budgeting – Other Functional Support o CGI will provide hours of Functional PB support in the following areas: • Analyze and reconfigure existing capital-related budget layouts to utilize 3.10.0.1 capital, project template and multi-tab functionality. This analysis effort assumes County develops the implementation if it is desired. • After completion of the Upgrade, CGI to install, document and apply up to five (5) extended database fields. • Analyze workflow functionality for possible implementation (analysis only). • Analyze feasibility of tracking grants in addition to projects (analysis only). • Provide informal knowledge transfer sessions to County related to the methods to set up project templates and subgroups within the application.	Support/Review/ Participate	Lead	CGI provides a total of 460 hours of Support in this scoped Time and Materials tasking. Progress on these hours to be provided in Monthly Status Reports.

Project Tasks by Activity	CGI Responsibility	County Responsibility	Level of Effort
Activity 19: infoAdvantage and Reporting Upgrade Support o CGI will provide infoAdvantage and Reporting upgrade support in the following areas: • Review Adv PB 3.10 baseline universes and reports, and determine the scope of upgrade and recommended approach for migration. • Provide Dashboard support including technical environment, PB Dashboard configuration, and modification of one Dashboard • Assist County's lead in ETL Execution Support with tasks entailing ETL runs, data assurance, ETL stubbing, and performance guidance for two (2) reports • Assist in the migration of infoAdv and Reports Security • Assist in the Reports migration functional support for existing reports including PB Crystal (20 reports); PB Webi (6 reports); FIN Crystal (68 reports); FIN Deski (6 reports); FIN PDF (1 report); FIN Webi (41 reports) • Assist in maintaining patches (support/installation) • Assist in UAT Test support for Reports testing and issue resolution	Support/Review/ Participate	Lead	CGI provides a total of 1,088 hours of Support in this scoped Time and Materials tasking. Progress on these hours to be provided in Monthly Status Reports.

Project Tasks by Activity	CGI Responsibility	County Responsibility	Level of Effort
Activity 20: Maximo – Technical Support o CGI will provide Maximo Technical support in the following areas:			
• Installation and install testing of ABI Build machine. This includes four (4) environments, and County staff will shadow to gain knowledge transfer on-the-job and to document the process for self-reliance of ABI Build machine post-upgrade.	Lead	Support/Review/ Participate	
• Installation and install testing of licensed Maximo release 7.6 software on PROD environment.	Lead	Support/Review/ Participate	
• Installation and install testing of licensed Maximo release 7.6 software on four Non-PROD (DEV, TEST, TRAINING, UAT) environments.	Support/Review/ Participate	Lead	
• Review updated technical procedures with County technical subject matter experts to align the technical operational process redesign for the upgrade complies with software operational requirements. County to update existing operational guides with configuration changes made as part of this upgrade.	Joint	Joint	CGI provides a total of 660 hours of Support in this scoped Time and Materials tasking. Progress on these hours to be provided in Monthly Status Reports.
• Knowledge Transfer of ABI and PDI integration methodology, toolkit, and expected operational maintenance skillset.	Lead	Support/Review/ Participate	
• Knowledge Transfer of Maximo's Migration Manager tool, including creating migration packages in source environments and uploading and deploying migration packages in target environments.	Lead	Support/Review/ Participate	

Activity 21: Maximo – Functional Support o CGI will provide Maximo Envision Functional support in the following areas: • Walk-through of technical and functional changes from Maximo release 7.1.1.7 (current) to Maximo release 7.6 (upgrade target). The scope will be focused on how the functionality is currently being used by County (as-is), and how it can be improved in the upgraded release 7.6 (to be). • Review updated business process flows with County business subject matter experts to align the business process redesign (BPR) for the upgrade complies with software functionality. CGI to assist County with any prototyping of BPR that is necessary. County to update existing configuration guide with changes made as part of this upgrade. • Provide an assessment of the current implementation of Maximo to determine the desired business process best practices, optimizations and improvements County desires to be implemented. CGI implementation efforts have been estimated to support priority enhancements. • Provide an assessment of the chart of accounts and whether a change in the Advantage chart of accounts will require a manual update to the Maximo chart of accounts. CGI implementation efforts have been estimated to support this change. • Task Orders out of Maximo. Detailed concept to be confirmed and scope to be re-evaluated with agreement of detailed concept. •	Support/Review/ Participate	Lead	CGI provides a total of 368 hours of Support in this scoped Time and Materials tasking. Progress on these hours to be provided in Monthly Status Reports.

Project Tasks by Activity	CGI Responsibility	County Responsibility	Level of Effort
Activity 22: Maximo – Testing Support ○ CGI will provide Maximo Testing support in the following areas: • CGI to participate with County in integrated system testing, including full end-to-end testing of software components used with Maximo (except integration through ABI, addressed separately), interfaces and related software modifications. • CGI to participate with County in ABI integration testing. Baseline ABI integration testing provided by CGI. County will provide specific ABI integration tests with the execution of relevant user acceptance tests. • County to lead, with CGI assisting, user acceptance testing. County to develop Use Cases and detailed test scripts based upon business processes in use with current Maximo functionality.	Support/Review/ Participate	Lead	CGI provides a total of 820 hours of Support in this scoped Time and Materials tasking. Progress on these hours to be provided in Monthly Status Reports.
Activity 23: Maximo – Production Cutover ○ CGI and County will jointly develop the detailed production cutover steps for upgrading an existing copy of the Maximo 7.1.1.7 production databases into the Maximo 7.6 production database environments. This includes but is not limited to timing, responsible party, communication mechanism, validation procedures, and go/no-go signoff criteria. ○ County will lead production cutover execution with support from CGI staff through determining tasks/responsibilities that best position for success. CGI will provide functional and technical support and guidance as necessary during production cutover.	Joint Support/Review/ Participate	Joint Lead	CGI provides a total of 124 hours of Support in this scoped Time and Materials tasking. Progress on these hours to be provided in Monthly Status Reports.
Activity 24: Additional Upgrade Contingency Support ○ The CGI team will provide additional upgrade support as determined by County Project Manager.	Support/Review/ Participate	Lead	CGI provides a total of 1,000 hours of Support in this scoped Time and Materials tasking. Progress on these hours to be provided in Monthly Status Reports.

2. Description of Deliverables

Project Tasks by Deliverable	CGI Responsibility	County Responsibility	Deliverable Acceptance Criteria
Deliv 01: Environment Setup at CGI Location o Establish baseline 3.10.0.1 Test Environment at CGI location to support County's upgrade to CGI Advantage 3.10.0.1 o Install baseline (GA) 3.10.0.1 software o Create ClearCase streams for code management	Lead	Support	CGI reports in weekly status meetings that baseline 3.10.0.1 environment setup is complete
Deliv 02: Code Merge and Initial Data Upgrade o Merge County code and existing, pre-defined customizations with 3.10.0.1 baseline code base; including CSG-issued mandatory patches available at the start of the project. o Analyze, execute, and test data upgrade in CGI's environment; including issue analysis o Develop and test consolidated data upgrade scripts (3.8.0.2 to 3.10.0.1) for County to reuse to perform subsequent upgrades	Lead	Support	• Delivered (emailed) status report detailing status of the code merge; including the outstanding issues with proposed resolution date
Deliv 03: Test Execution Effort o Analyze functional test scenarios provided by County o Define and confirm scope of automated test effort o Develop custom automated test scripts based on County's current business operations o Perform automated and ad hoc test executions o Provide resolution of all major (defined as Severity Critical) issues, repeat tests to validate fixes prior to delivery of the upgrade package	Lead	Support	. • Delivered (emailed) status report detailing status of the testing; including the outstanding Severity Critical issues with proposed resolution date
Deliv 04: Packaging and Delivery of Upgrade Package o CGI will complete mock installation in CGI's environment to support creation of customized installation components and instructions o Prepare packaging (Production and Developer Installers and consolidated data upgrade scripts, including documentation) to support County during installation activities in County's production environment o CGI will support County with initial Production environment installation activities during dedicated on-site delivery week; additional environment stack installations and initial ETL execution are not included in the CGI Accelerate delivery scope.	Lead	Support	• Delivered CDs/DVD/Electronic Download of materials. • Initial installation of said materials to contain no Critical or Serious issues, as defined under the Proprietary Software License Agreement number: 11-14-C-142783 142783-0210 dated February 24, 2010, for theCGI Advantage 3.10.0.1 suite (less Maximo)

Deliv 05: Post Installation Patch Set o CGI's Accelerate team will provide a patch set containing up to 20 client-selected issues after the initial CGI Accelerate delivery/installation; additional issues can be negotiated during this timeframe o Any patches needed to resolve Severity Critical issues identified with the CGI Advantage 3.10.0.1 software during validation testing of Maximo 7.6 will be included in this Post Installation Patch Set o CGI will provide updated CGI Advantage baseline documentation related to the support of Maximo 7.6 for CGI Advantage 3.10.0.1, should documentation changes be required for Integration related installation and configuration o The client-selected issues must be valid CGI Advantage software defects (as reported to and confirmed by CSG) o Issues related to CGI Advantage Integration (ABI), Performance Budgeting and InfoAdvantage are not eligible for this patch set o The client-selected issues must be reported within 60 days after the initial CGI Accelerate delivery; extensions to this timeline may be discussed at an additional cost o County must validate all client-selected patch set issues within 10 days of patch set delivery	Lead	Support	• Delivered CDs/DVD/Electronic Download of materials. • Initial installation of said materials shall not contain any new Defects introduced as a result of the delivered Patch Set
Deliv 06: Core Team Familiarization Training on Advantage 3.10.0.1 o CGI will provide familiarization training on Advantage 3.10.0.1 to County's core project team. The training will be delivered virtually by remote CGI trainers, lecture and demonstration only, with topics selected from documents provided to County: o PimaCounty_ADV_3x Familiarization Inventory Topics updated through 3.10.xls o 3 10 CGI Advantage Course Catalog.docx	Lead	Support/Review/ Participate	CGI delivers 160 hours of remote/virtual training from CGI's Advantage 3.10 course catalog to County's core project team, with up to 15 participants in each class. • Training class completed, delivered by CGI instructors and confirmed delivery by the Pima County Core project team.

7. Acceptance.

Acceptance of deliverables shall be in accordance with the timeframes set forth in Article V of the Contract, and in conjunction with the criteria set forth in Section 6.E.2. Conditional Acceptance and Final Acceptance as set forth in Article V shall not apply to this SOW. Upon County's completion of user acceptance testing, County will provide to CGI a Punch List of outstanding Level 1 and Level 2 Defects (as defined in Section 2 of the Proprietary Software maintenance Agreement). Issues reported by County which do not represent Defects are outside the scope of this SOW and shall be handled as part of the changes process under Article XIX of the Agreement. The decision to use the software in live production operations ("Go-Live") following user acceptance will be by mutual agreement of the parties if there are any remaining Level 1 and Level 2 Defects. The software will be deemed accepted upon Go-Live.

8. Compensation.

Compensation for Services performed under this Statement of Work No. 2 is set forth in Exhibit D. Invoices for fixed price deliverables will be paid in accordance with the payment schedule; invoices for time and materials Services will be submitted every other week, plus reimbursable expenses, based on actual hours expended during the prior period.

A. Payment for Firm Fixed Price Deliverables

- The schedule for completion of each required deliverable will be as mutually agreed by CGI and County in the Project Plan. Timely performance by CGI of its obligations may depend upon the timely delivery of certain deliverables from County, and vice versa.
- For purposes of determining the invoicing of Implementation Fees based on the Deliverables outlined in the table above in Section 6.E.2 (each a "Deliverable") that payment shall be due, once County has accepted the Deliverable in accordance with Section 7.
- CGI shall take commercially reasonable steps to notify County promptly whenever CGI knows that there has been a failure that might materially adversely affect CGI's ability to meet a completion date and resulting Deliverable. Both parties shall reasonably cooperate to seek to minimize any impact upon the schedule in the master project plan.
- In the case that a delay is reasonably determined by both parties to be unavoidable, CGI and County shall extend the impacted deadline through adjustment of the Project Plan by the period of time that is reasonably required for CGI to deliver its required deliverables or complete its tasks or meet its other obligations and permit CGI's completion of the Deliverable.

B. Payment for Time and Materials

- Time and Materials shall be billed at the agreed upon rate, and invoiced on a monthly basis.

- Invoicing shall clearly indicate Activity number as outlined in Section 6.E.1 above, total allocated hours, employee name, hours charged, and remaining hours per Activity.

C. Payment for Travel

- Prior authorization from the Pima County Project Manager or delegate is required for travel authorization to County site, unless CGI staff is local to Pima County in which case County shall not pay additional travel costs.
- Copies of airfare invoices shall be submitted to County. Per Diem shall be paid per the US Government standards for Tucson, Arizona per seasonal rates.
- Travel shall be invoiced as a separate line item, total allocated amount, employee name, airfare, per diem and car rental charged, and remaining travel expense amount.

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9. Key Personnel.

Notwithstanding Article VI, Key Personnel, for purposes of this Statement of Work No. 2, the following CGI roles are designated as Key Personnel: Project Manager and Maximo Technical Lead.

Project manager shall have at least one year CGI project management experience and several years IT industry project management experience.

Other key personnel shall have at least one year experience with CGI ERP implementation experience.

In addition, County reserves the right to review personnel resumes prior to their assignment to the project for Time and Materials activities. In the event CGI personnel do not have the requisite skills to properly perform under this Statement of Work, County and CGI will address the resource issue, which may include, replacement of an individual.

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10. Warranty.

Notwithstanding Article XX (Warranty) of the Contract, issues arising with the upgrade will either be addressed as part of Accelerate Services during the course of the project, Post-Upgrade support hours, or on-going maintenance, as applicable. For avoidance of doubt, CGI level of effort required to correct Defects in the baseline CGI Software licensed to County will be provided as part of maintenance.

11. Stop Work.

CGI may stop work under this SOW with three (3) days' written notice, but without penalty, if County is not able to meet, or delays meeting, its responsibilities hereunder preventing CGI from performing, including, without limitation, if County unreasonably delays or withholds acceptance of Deliverables, or fails to meet its payment obligations hereunder for undisputed invoices. In the event of a stop work, CGI and County will mutually agree to changes in the schedule of performance and available resources prior to CGI restarting work. CGI will be compensated for accepted Deliverables and all work in progress performed up through the effective date of the Stop Work on a Time and Materials basis.

A. The Procurement Office may, at any time, by written order to CGI, require CGI to stop all, or any part, of the acquisition, construction, or installation work called for by this contract for a period of 90 days after the order is delivered to CGI, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, CGI shall, at County expense, immediately comply with its terms and take all reasonable steps to minimize the incurrence of cost allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to CGI, or within any extension of that period to which the parties shall have agreed, the Procurement Office shall either—
   1. Cancel the stop-work order; or
   2. Terminate the work covered by the order as provided in the Termination of Work clause of this contract.

B. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, CGI shall resume work. The Procurement Office shall make an equitable adjustment in the delivery completion schedule, the estimated cost, or both, and the contract shall be modified, by the parties in writing, accordingly, if—
   1. The stop-work order results in an increase in the time required for, or in CGI's cost properly allocable to, the performance of any part of this contract; and
   2. CGI asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Procurement Office decides the facts justify the action, the Procurement Office may receive and act upon a proposal submitted at any time before final payment under this contract.

C. If a stop-work order is not canceled and the work covered by the order is terminated, the Procurement Office shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

D. An appropriate equitable adjustment may be made in any related contract of CGI that provides for adjustment and is affected by any stop-work order under this clause. County shall not be liable to CGI for damages or loss of profits because of a stop-work order issued under this clause.

12. Third Party Software Licenses

County is responsible for the creation of the CGI environments per Exhibit G – Proposed Server Environments. The third party licensing costs shall be based off of Exhibit G, with the exception of two additional licenses for Pervasive Data Integrator Universal Engine (2 Core) for Prod Integration Server and Non-Prod/UAT Integration Server, requested by the County, both of

which are not shown in Exhibit G. Internal auditing of the CGI infrastructure shall be performed quarterly by County and provided to CGI. As long as County builds the systems according to Exhibit G; County shall not incur additional charges beyond what is specified in Exhibit F – Deliverables and Activities Summary. The total agreed to cost is $4,089,930.00.

Subject to the conditions above and through implementation of the project in this Statement of Work, CGI will manage all agreements with its third party vendors, including but not limited to IBM (Maximo* and WebSphere licensing) and SAP (Business Objects licensing). CGI is responsible for all costs associated with the licensing of CGI's proprietary software for use by County. CGI is responsible for any additional third party license fees resulting from audits, except to the extent of CGI's reliance on County-provided information, necessary for creation of Exhibit G, which changes, proves to be incorrect or incomplete, or the result of a change by the third party. With respect to IBM WebSphere Programs, in the event the use of such IBM Programs in the Development Environment is not complete within twelve (12) months of uploading them in that environment, such that following that twelve (12) month period County's use of the IBM Websphere Programs causes it to exceed the licensed amounts, CGI on behalf of County will request in writing an additional extension with regard to IBM's waiver of licensing fees for such use (Production and Development). The Twelve (12) month period shall begin after the initial system installation for the Accelerate delivery. Such extension must be pre-approved by IBM in writing.

* IBM Maximo is licensed on a per seat basis. CGI assumes no additional seats will be required by County to support this effort.

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13. Limitation of Costs

CGI and County jointly estimate that performance of this Statement of Work will not cost County more than the estimated price specified in Exhibit F – Deliverables and Activities Summary. The total agreed to price is $4,089,930. CGI agrees to use its reasonable, good faith efforts to perform the work specified in the Schedule and all obligations under this Statement of Work within the estimated price.

County is not obligated to reimburse CGI for costs incurred in excess of the estimated price specified in Exhibit F – Deliverables and Activities Summary. CGI is not obligated to continue performance under this Statement of Work (including actions under the Termination clause of the Agreement) or otherwise incur costs in excess of the estimated price specified in Exhibit F – Deliverables and Activities Summary, until the Board of Supervisors (BOS) notifies CGI in writing that the estimated price has been increased and provides a revised estimated total price of performing this Statement of Work. No notice, communication, or representation in any form other than that specified above, or from any person other than the BOS Clerk of the Board, shall affect this Statement of Work's estimated price to County. In the absence of the specified notice, County is not obligated to reimburse CGI for any costs in excess of the estimated price whether those excess costs were incurred during the course of the Statement of Work or as a result of termination.
Change orders shall not be considered an authorization to exceed the estimated price to County specified in Exhibit F – Deliverables and Activities Summary, unless they contain a statement increasing the estimated price.

14. Attachments.

The following Exhibits are attached hereto and are made a part of this Statement of Work:

- Exhibit A - Current Third Party Software Licenses
- Exhibit B - Custom Adobe Forms Listing
- Exhibit C - Customizations Listing
- Exhibit D - Compensation Schedule
- Exhibit E - High Level Project Schedule and Staffing
- Exhibit F – Deliverables and Activities Summary
- Exhibit G – Pima ERP Server Diagrams

DRAFT

Exhibit A – Current Third Party Software Licenses

DRAFT

DRAFT

Pima County

Vendor	Date Ordered	Prod/ Test	# of Lic	Description
Adobe	3/17/10		2	Adobe Central Pro
Adobe	3/17/10		1	Adobe Output Designer
Adobe	3/17/10	TEST	1	Adobe Central Pro
Adobe RoboHelp	3/31/2010		1	RoboHelp License
BusinessObjects	3/17/2010		5 CPU	BusObj Ent Prof & Web Intelligence - DR
BusinessObjects	3/17/2010		5 CPU	BusObj Ent Prof & Web Intelligence
BusinessObjects	3/17/2010	TEST	2 CPU	BusObj Ent Prof & Web Intelligence
BusinessObjects	3/17/2010		5 CPU	BO Xcelsius Enterprise Interactive Viewing CPU
BusinessObjects	3/17/2010		5 CPU	BO Xcelsius Enterprise Interactive Viewing CPU - DR
BusinessObjects	3/17/2010	TEST	2 CPU	BO Xcelsius Enterprise Interactive Viewing CPU
BusinessObjects	3/17/2010		5 NUL	BO Xcelsius Enterprise NUL
BusinessObjects	10/28/2014		6	**Unrestricted:** BA&T SAP Business Objects Business Intelligence Platform (25 Concurrent Sessions)
BusinessObjects	10/28/2014		5	**Unrestricted:** BA&T SAP Business Objects Web Intelligence (25 Concurrent Sessions)
BusinessObjects	10/28/2014		1	**Unrestricted:** BA&T SAP Dashboard (25 Concurrent Sessions)
BusinessObjects	10/28/2014		1	**Unrestricted:** BA&T SAP Business Objects Explorer (25 Concurrent Sessions)
BusinessObjects	10/28/2014		5	**Unrestricted:** BA&T SAP Business Objects Crystal Reports (25 Concurrent Sessions)
BusinessObjects	10/28/2014		1	**Unrestricted:** BA&T SAP Business Objects Business Int. Platform Mobile add-on (25 Concurren
BusinessObjects	10/28/2014		2	**Unrestricted:** SAP Application Standalone Business Analytics Professional User (Named User)
BusinessObjects	10/28/2014		21	**Unrestricted:** SAP Application Standalone BI Limited User (Named User)
Convey	4/22/2010		1	Ultimate 6+ Users; 10,000 Transactions
IBM	3/15/2010		1650	WS App Srvr Network Dplymnt Proc LIC+SW MAINT 12 MO - **Sub Capacity**
IBM	3/15/2010		800	WebSphere App Svr Base
IBM	3/9/2011		140	WebSphere Portal Server
IBM	12/31/2009		1	MAXIMO ADAPTER FOR PRIMAVERA AUTHORIZED USER LICENSE
IBM	12/31/2009		10	MAXIMO ADAPTER FOR MICROSOFT PROJECT AUTHORIZED USER LICENSE
IBM	6/30/2011		115	MAXIMO ADAPTER FOR MICROSOFT PROJECT AUTHORIZED USER LICENSE
IBM	12/31/2009		50	MAXIMO LINEAR ASSET MANAGER AUTHORIZED USER LICENSE
IBM	12/31/2009		5	MAXIMO ASSET MANAGEMENT SCHEDULER AUTHORIZED USER LICENSE
IBM	12/31/2009		100	Maximo Asset Mgmt Authorized user License
IBM	6/30/2011		25	Maximo Asset Mgmt Authorized user License
IBM	12/31/2009		1	Maximo Spatial Asset Management Install Licnese
IBM	3/18/2010		4	Maximo Spatial Asset Management Install Licnese
IBM	12/31/2009		250	Maximo Asset Mgmt Limited Use Authorized User License
IBM	6/30/2011		100	Maximo Asset Mgmt Limited Use Authorized User License
IBM	12/31/2009		100	MAXIMO SPATIAL ASSET MANAGEMENT AUTHORIZED USER LICENSE
IBM	12/31/2009		10	MAXIMO MOBILE INVENTORY MANAGER REGISTERED USER +12 MON SUPPORT
IBM	12/31/2009		20	MAXIMO MOBILE WORK MANAGER AUTHORIZED USER
IBM	11/29/2012		24	Maximo Asset Mgmt Authorized user License
IBM	11/29/2012		5	MAXIMO ASSET MANAGEMENT SCHEDULER AUTHORIZED USER LICENSE
IBM	12/31/2009		200	MAXIMO ASSET MANAGEMENT SELF SERVICE REQUESTOR AUTHORIZED USER LICENSE
IBM	3/18/2010		150	Maximo Asset Mgmt Self Service Requestor Authorized User Lic
IBM	6/30/2011		300	Maximo Asset Mgmt Self Service Requestor Authorized User Lic
IBM	12/31/2009		1	MAXIMO Tivoli ASSET MANAGEMENT INTERNAL SEVICE PROVIDERS INSTALL LICENSE
IBM	3/18/2010		4	MAXIMO Tivoli ASSET MANAGEMENT INTERNAL SEVICE PROVIDERS INSTALL LICENSE
IBM	12/31/2009		100	MAXIMO Tivoli ASSET MANAGEMENT INTERNAL SERVICE PROVIDERS AUTHORIZED USER LICENSE
IBM	12/31/2009		20	MAXIMO ASSET MANAGEMENT DESKTOP REQUISITIONER AUTHORIZED USER LICENSE
FiniteMatters	4/22/2010		1	PatternStream License
FiniteMatters	4/22/2010		1	Adobe FrameMaker
Meridian	5/19/2010		1	User License for 2010.1.2 relase of Meridian Global
Micro Focus	3/15/2010		1	Server for COBOL - 2 Core(s), 2 CPU(s)
Micro Focus	3/15/2010	TEST	1	DR Server for COBOL - 2 Core(s), 2 CPU(s)
Micro Focus	3/15/2010		1	Net Express Named User
Micro Focus	3/15/2010	TEST	1	Net Express Named User
Micro Soft	7/2/2010		10	SQL Server 2008 Edition, All Languages, embedded - 1 Processor Runtime
Monsell EDM	3/15/2010		1	DeltaXML License
Pervasive	3/15/2010		2	Data Integrator Pro single developer - traded in
	6/14/10		1	**Upgraded to 5 PAK** Data Integrator Pro single developer
Pervasive	3/15/2010		1	Data Integrator Pro Engine single server, single threaded
Pervasive	3/15/2010		1	Data Integrator Pro Engine single server, dual threaded
Pervasive	3/15/2010	TEST	1	Data Integrator Pro Engine single server, dual threaded
Pervasive	3/15/2010	TEST	1	Data Integrator Pro Engine single server, single threaded
Sympro	2/23/2010		1	Debt Mgmt- Debt Module
Sympro	2/23/2010		1	Debt Mgmt - General Ledger
Sympro	2/23/2010		1	Investment Portfolio Mgmt - Fixed Income
Sympro	2/23/2010		1	Investment Portfolio Mgmt - Earning Allocation Module
Sympro	2/23/2010		1	Investment Portfolio Mgmt - General Ledger
Sympro	2/23/2010		1	Investment Portfolio Mgmt - Multi-User (3 concurrent users, Network)
Sympro	2/23/2010		1	Investment Portfolio Mgmt - Analytics
Sympro	2/23/2010		1	Investment Portfolio Mgmt - Market Pricing
Versata	3/15/2010		1	Versata Logic Server License
Versata	3/15/2010		4	Versata Logic Studio License

Exhibit B – Custom Adobe Forms Listing

Form #	Form Design Filename	Last Modified Date
1	ABS_BARCODE_FORM_PC.IFD	12/1/2011
2	CT_FORM.IFD	5/22/2012
3	CTN_FORM.IFD	5/22/2012
4	DO_FORM.IFD	6/1/2012
5	GEN_INV_REG_FORM.IFD	6/28/2012
6	GEN_INV_REG_FORM_PDF.IFD	8/7/2012
7	IN_BARCODE_FORM_PC.IFD	1/17/2012
8	MA_FORM.IFD	4/28/2014
9	PC_ABS_SCANCOVER_FORM.IFD	6/29/2011
10	PC_IN_SCANCOVER_FORM.IFD	6/29/2011
11	PC_MA_1_STD_SCANCOVER_FORM.IFD	7/27/2011
12	PC_MA_2_PROP_SCANCOVER_FORM.IFD	7/8/2011
13	PC_MA_3_CONF_SCANCOVER_FORM.IFD	7/8/2011
14	PC_PO_1_STD_SCANCOVER_FORM.IFD	9/1/2011
15	PC_PO_2_PROP_SCANCOVER_FORM.IFD	9/1/2011
16	PC_PO_3_CONF_SCANCOVER_FORM.IFD	9/1/2011
17	PC_PR_SCANCOVER_FORM.IFD	6/29/2011
18	PO_FORM.IFD	6/1/2012
19	POM_FORM.IFD	6/1/2012
20	PR_BARCODE_FORM_PC.IFD	10/17/2011
21	RC_FORM.IFD	11/28/2011
22	RQ_FORM.IFD	5/17/2012

Exhibit C – Customizations Listing

Mod #	Application	Custom Modification Description
1	VSS	201012_VSS06_html - Modify HRM content, customize .CSS and Image files, Java code on VSS pages
2	FA	20110322_FA08_GISADD - Make Description 1,2&3 Fields GIS Address fields on the FA DOC page FA_DOC_COMM
3	AP	20110324_AP05_1099i - Enable attachments on 1099I table to allow electronic version of W-9
4	PB	20101110_PB16_PB_Extnsn - Disable Activity, Project and Activity Dimensions. Label Changes: DIM1=Appropriation Unit, DIM2=Program Period Code. Application Label Change to "Planning and Budget." Search result expanded to 2999 from 999
5	PB	20101206_PB20_PB_Extnsn - Expand position lines date range limit to 06/30/2015 from default 12/31/2013
6	PB	20101209_PB29_PB_Extnsn - Label change: DIM3=Phase
7	PB	20110106_PB45_PB_Extnsn - Short name fields in COA table records set to 15 characters from default of 12 characters
8	PB	20110202_PB49_PB_Extnsn - CIP Exit Gate/Milestones tab designed for CIP Request form.
9	PB	20110224_PB58_PB_Extnsn - SBFS salary projection decimal setting set to .0001
10	PB	20110404_PB69_PB_Extnsn - DIM4, DIM5, DIM6, DIM7, DIM8 turned off. Write-lock release setting applied. Budget Adjustment Order function turned off
11	FIN	20110816-MA-PO - Add attachment info for Standard attachments to MA and PO document data
12	AR	AR-1 - Service date field added to accounting line of RE document. Batch report to compare service date to date of invoice.
13	FIN	PROJ-1 - Debt Authorization Table, Debt Authorization field on Funding Line, Project Milestone Dates on Program Table, Addition of new fields to infoAdvantage
14	GLM	GLM-1 - Backport of ARRA Functionality
15	FIN	NEW - Custom Summarized Invoice Check Printing
16	FIN	NEW - Task Order Increase to 12 characters
17	FIN	NEW - Funding Profile Inference Table

Exhibit D – Compensation Schedule

A. Retainage from SOW No. 01 - CGI will invoice County under SOW No. 01 for the balance of the outstanding retainage ($375,641.50) thirty (30) days after project commencement. County shall pay such invoice within thirty (30) days of receipt.

Payment Milestone	Payment Amount
Activity 01A – Release of Retainage	$375,641.50
FIN-18 – Final Acceptance *Final Retainage* *Payments Received 08/14/2014*	*$ 65,012.00* *$ 609,692.00* *$ (299,062.50)*

B. Fixed-price Deliverables – The following is a listing of fixed-price Deliverables that are payable upon acceptance by County in accordance with Section 7 of this SOW:

Deliverable	Description	Amount Payable
D01	CGI Accelerate – Environment Setup at CGI Location	$200,000.00
D02	CGI Accelerate – Code Merge and Initial Data Upgrade	$200,000.00
D03	CGI Accelerate –Test Execution Effort	$200,000.00
D04	CGI Accelerate – Packaging and Delivery of Upgrade Package	$200,000.00
D05	CGI Accelerate – Post Installation Patch Set	$40,000.00
D06	Training – Core Team Familiarization Training on Advantage 3.10.0.1	$80,000.00

All Deliverable payable amounts are exclusive of local taxes, and CGI will add any State and City taxes to invoice amounts, as applicable.

C. Time and Materials Activities – Notwithstanding Article XIV of the Contract, invoices for time and materials Services will be submitted monthly, plus reimbursable expenses, based on actual hours expended during the prior period at the following rates:

Labor Category	Hourly Rate
Project Manager	$200.00
Subject Matter Expert	$185.00
Technical/Functional Expert	$185.00
Work Order Lead	$235.00

CGI will report hours by Individual and by Activity on a monthly basis. All hourly rates are exclusive of local taxes and travel expenses. Any reimbursement for expenses, as allowed in the Contract and that are included in the invoice(s), must be supported with billings for such expenses. The receipts are not required to be attached but are subject to auditing by County if requested.

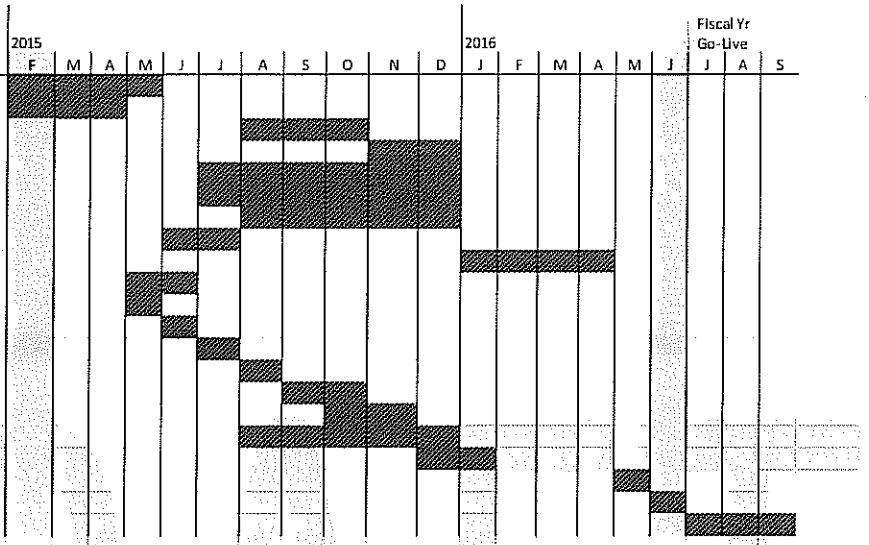
D. Software Licensing Fees – The following is a listing of software licensing fees and the amounts under "Client Price, 1st Year Price are payable following installation onto the Pima server environments:

Advantage 3.X – Third Party Cost Summary – Pima County						
Vendor Products		Client Price				
	# or type of Licenses	License Price	Maintenance Price	Subscription Cost	1st Year Price	Ongoing Maintenance Cost
IBM WebSphere App Svr Network Deployment - Sub-Capacity	590	$ 73,738.20	$ -		$ 73,738.20	$ 14,676.25
Pervasive Data Integration Universal Engine - Prod	2 Cores	$ 12,814.29	$ 2,803.13		$ 15,617.41	$ 2,803.13
Pervasive Data Integration Universal Engine-Non-Prod (UAT)	2 Cores	$ 10,678.57	$ 1,401.56		$ 12,080.13	$ 1,401.56
PDI Pro Engine Upgrade Non Prod (UAT) - 2 Core - trade in existing	1	$ -	$ -		$ -	$ -
PDI Pro Design Studio Upgrade to 2 Core	5	$ 5,571.43	$ 4,921.88		$ 10,493.30	$ 4,921.88
RedHat JBoss w/ Management - Premium - Prod	4 Cores			$ 2,813.13	$ 2,813.13	$ 2,813.13
RedHat JBoss w/ Management - Premium - Non Prod	4 Cores			$ 2,813.13	$ 2,813.13	$ 2,813.13
Total Third Party Costs & Prices		**$ 102,802.49**	**$ 9,126.56**	**$ 5,626.25**	**$ 117,555.30**	**$ 29,429.06**

Client Moving to BIRT - No cost to the client for this change						
UPGRADE: Eclipse BIRT Engine - Production	2 core					
UPGRADE: Eclipse BIRT Engine - Non Production	2 core					
UPGRADE: Eclipse BIRT Engine - UAT Non Production	2 core					

**Maintenance for Adobe Present Central Pro and Adobe Present Output Designer will be cancelled upon BIRT Go-Live.*

Exhibit E – High Level Project Schedule and Staffing



Activity	Plan Start	Plan Duration
Accelerate	Feb-15	4
Adv Servers/3rd Party SW Ready	Feb-15	3
Adv Envision	Aug-15	3
Adv Build	Nov-15	2
Reports Conversion	Jul-15	6
Interface Updates	Jul-15	6
Nightly Batch	Aug-15	5
Accelerate Validation Testing	Jun-15	2
Advantage UAT	Jan-16	4
Maximo Customization Discovery	May-15	2
Maximo Servers Ready	May-15	1
Maximo SW Install	Jun-15	1
Maximo Data Conv/Configs	Jul-15	1
Maximo Advantage/ABI Integration	Aug-15	1
Maximo GIS Integration	Sep-15	2
Maximo Customization Migrations	Oct-15	2
Maximo System Integration Testing	Aug-15	5
Maximo UAT	Dec-15	2
Cutover Prep	May-16	1
Go Live	Jun-16	1
Post Production Support	Jul-16	3

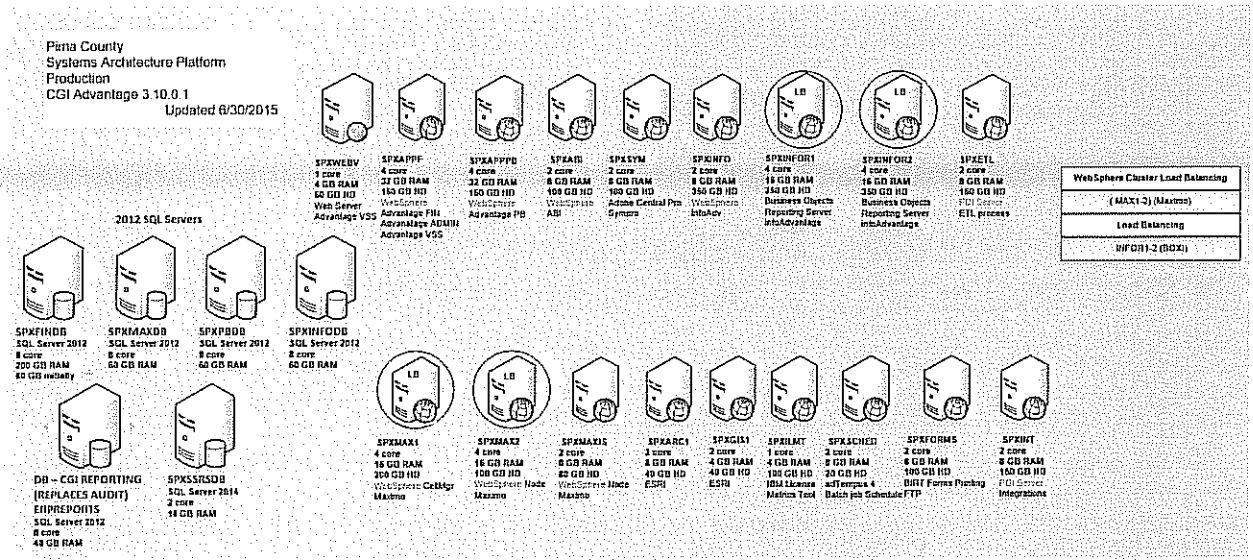
CGI Staffing/Role	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	Total Hrs
Engagement Manager	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	50	25	25	25	25	882
Project Manager	100	100	100	50	50	50	50	50	50	50	50	50	50	50	50	100	50	50	50	50	2,016
Adv FIN SME				100	100	100	100	100	100	100	100	100	100	100	50	100	100	30	30	30	2,419
Adv Procurement SME					50	50	50	50	50	50	50	50	50	50	50	0	0				924
Adv PB SME	25	50	50	50	50	25	25	25	0	0	0	0	0	0	0	25	25	30	30	30	739
Adv PB Tech			25	25	25	25	25	25	0	0	0	0	0	0	0	25	25				336
Adv Tech Lead	100	100	100	100	100	100	100	100	100	75	75	75	25	25	25	50	100	30	30	30	2,419
Adv Tech Interfaces						25	25	25	25												168
Adv Tech ABI					50	75	50	50													378
Adv Tech InfoAdvantage/DBA							25	25	25	25	25						25				252
Adv Tech Reporting						50	100	100	100	100	100	100									1,084
Discretionary Buck of Hours																				600	1,000
Adv Security/Workflow					25					50	50			0			0				210
Maximo Design Authority	0	0	0	5	5	5	5	5	5	5	5	5	0	0	0	0	0	5	5	5	101
Maximo Tech Lead	0	0	0	100	100	100	100	100	100	100	15	15	0	0	0	0	0	20	20	20	1,327
Maximo Func Lead	0	0	0	0	0	0	50	50	50	50	50	50	0	0	0	0	0	0	0	0	504
Subtotal by Month	250	275	300	455	580	630	730	730	630	630	545	470	250	250	200	350	350	190	190	790	14,760

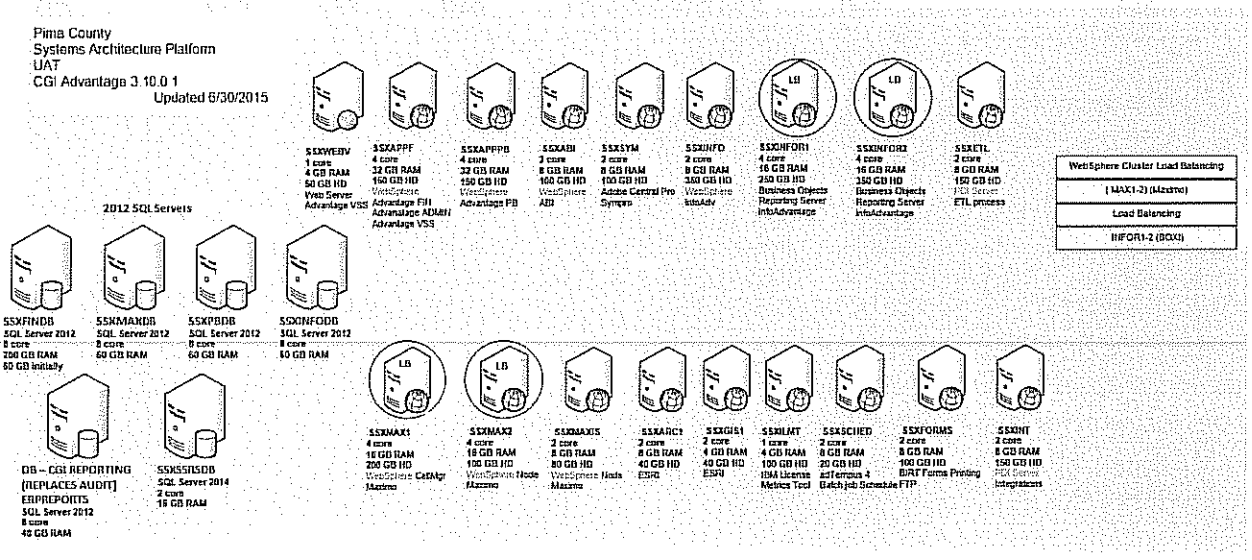
Pima Staffing/Role	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	Total Hrs
SA1	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	3400
SA2	100	100	100	100	100	100	100	100	100	100											1700
SA3	100	100	100	100	100	100	100	100	100	100	100										1870
SA4	100	100	100	100	100	100	100	100	100	100	100	100	100	100							2380
DBA1	100	100	100	100	100	100	100	100	100	100											1700
BA1	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100				2890
BA2				100	100	100	100	100	100	100	100	100	100	100	100	100	100				2380
BA3				100	100	100	100	100	100												1020
DEV1								100	100	100	100	100	100	100	100	100	100	100	100	100	2210
DEV2									100	100	100	100	100	100	100	100	100	100	100	100	2040
DEV3						100	100	100	100	100	100	100	100	100	100	100	100				2040
DEV4						100	100	100	100	100	100	100	100	100	100	100	100				2040
DEV5						100	100	100	100	100	100	100	100	100	100	100	100				2040
Subtotal by Month	600	600	600	800	800	1100	1100	1200	1300	1200	1000	900	900	900	800	800	800	300	300	300	27710

Exhibit F – Deliverables and Activities Summary

Activities and Deliverables (new)	PropHrs*	PropPrice*	Start	End
Act 01 - Proj Mgmt	2,900	$ 580,000	Jan 2015	Sep 2016
Del 01 - Accel - Env Setup		$ 200,000	Jan 2015	Feb 2015
Del 02 - Accel - Initial Data Upgrade		$ 200,000	Jan 2015	Feb 2015
Del 03 - Accel - Auto Test Exec		$ 200,000	Feb 2015	Mar 2015
Del 04 - Accel - Pkg & Deliv		$ 200,000	Mar 2015	Apr 2015
Del 05 - Accel - Post Install Patch Set		$ 40,000	Jun 2015	Jul 2015
Del 06 - Remote Training		$ 80,000	Mar 2015	Apr 2015
Act 02 - Infrastructure Install	480	$ 88,800	Jan 2015	Mar 2015
Act 03 - Adv Envision/Anal	800	$ 148,000	Jul 2015	Sep 2015
Act 04 - Interface Migrations	250	$ 46,250	Jun 2015	Nov 2015
Act 05 - Funct Test Support	2,180	$ 403,300	May 2015	Mar 2016
Act 06 - Tech Test Support	1,860	$ 344,100	May 2015	Mar 2016
Act 07 - DB Refresh Support	207	$ 38,295	Jul 2015	Nov 2015
Act 08 - Perf Tuning	160	$ 29,600	Feb 2016	Mar 2016
Act 09 - Security/Workflow	154	$ 28,490	May 2015	Nov 2015
Act 10 - Cutover Support	320	$ 59,200	Jun 2016	Jun 2016
Act 11 - Funct PI Support	160	$ 29,600	Jul 2016	Sep 2016
Act 12 - Tech PI Support	160	$ 29,600	Jul 2016	Sep 2016
Act 13 - PB Extensibility Anal	200	$ 37,000	Jan 2015	Feb 2015
Act 14 - PB PDI Integration	80	$ 14,800	May 2015	Aug 2015
Act 15 - PB UAT Support	80	$ 14,800	Dec 2015	Mar 2016
Act 16 - PB Cutover Support	86	$ 15,910	Jun 2016	Jun 2016
Act 17 - PB PI Support	160	$ 29,600	Jul 2016	Sep 2016
Act 18 - PB Funct Support	460	$ 85,100	May 2015	Aug 2015
Act 19 - infoAdv Support	1,088	$ 201,280	Jun 2015	Dec 2015
Act 20 - Maximo Tech Support	660	$ 122,100	Jan 2015	Apr 2015
Act 21 - Maximo Funct Support	368	$ 68,080	Apr 2015	Jul 2015
Act 22 - Maximo Test Support	820	$ 151,700	May 2015	Sep 2015
Act 23 - Maximo Cutover Support	124	$ 22,940	Jun 2016	Jun 2016
Act 24 - Addl Contingency Supp	1,000	$ 185,000	TBD	TBD
Travel		$ 278,830		
Addl Lic's		$ 117,555		
SubTotal	14,757	$4,089,930		

Exhibit G – Proposed Server Environments





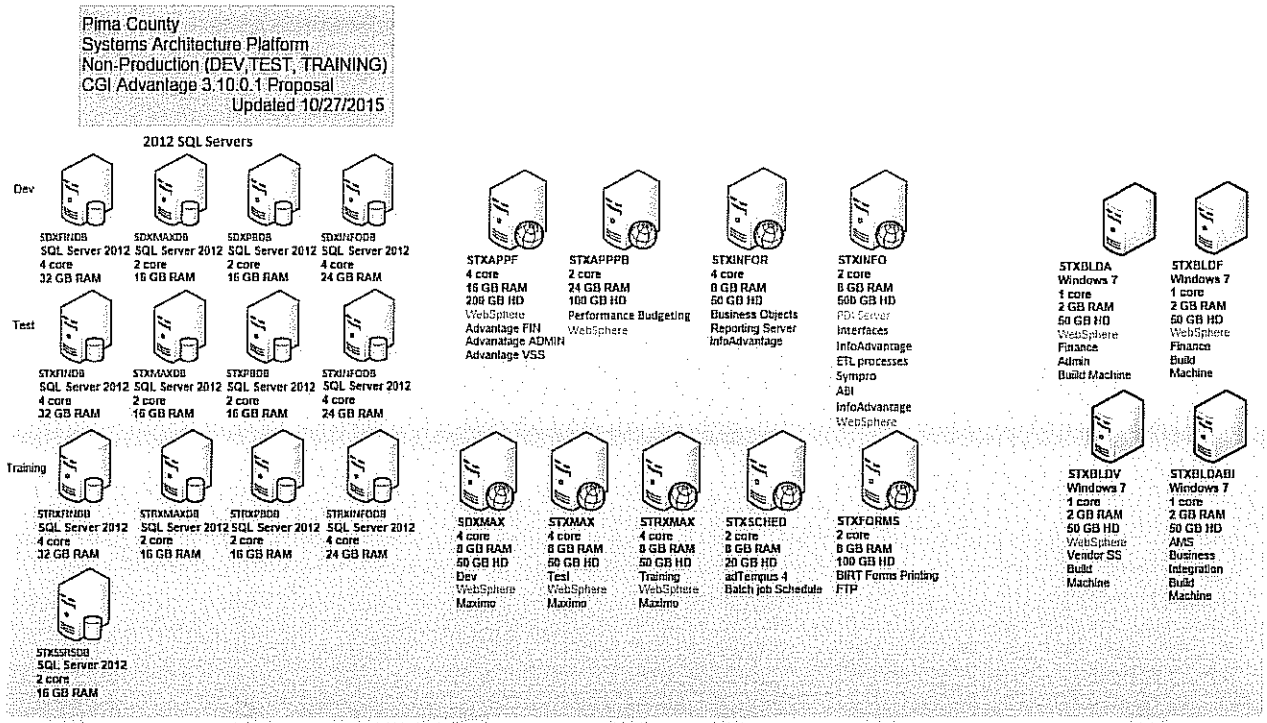
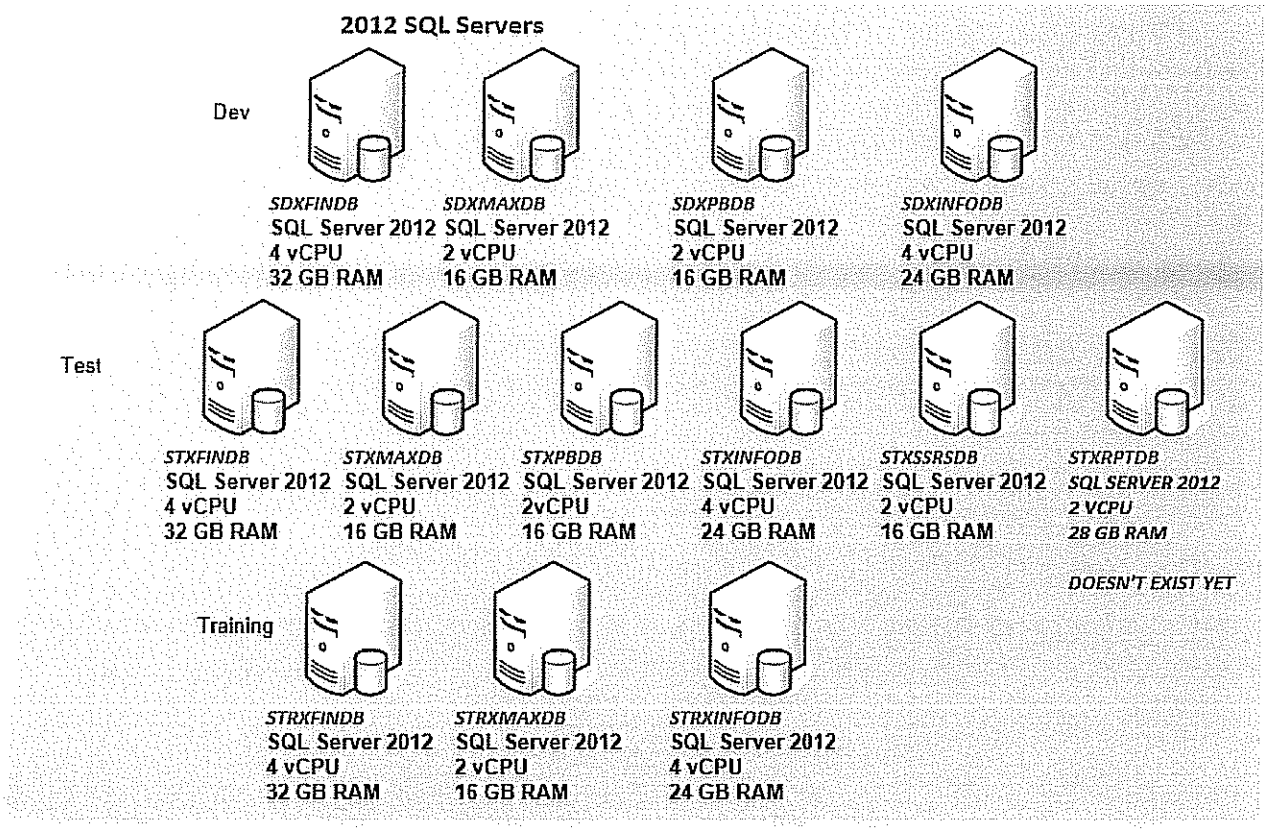

Pima County
Systems Architecture Platform
Non-Production (DEV,TEST, TRAINING)
CGI Advantage 3.10.0.1 Proposal
Updated 10/27/2015
2012 SQL Servers
Dev
SDXFINDB
SQL Server 2012
4 core
32 GB RAM
SDXMAXDB
SQL Server 2012
2 core
16 GB RAM
SDXPBDB
SQL Server 2012
2 core
16 GB RAM
SDXINFODB
SQL Server 2012
4 core
24 GB RAM
Test
STXFINDB
SQL Server 2012
4 core
32 GB RAM
STXMAXDB
SQL Server 2012
2 core
16 GB RAM
STXPBDB
SQL Server 2012
2 core
16 GB RAM
STXINFODB
SQL Server 2012
4 core
24 GB RAM
Training
STRXFINDB
SQL Server 2012
4 core
32 GB RAM
STRXMAXDB
SQL Server 2012
2 core
16 GB RAM
STRXPBDB
SQL Server 2012
2 core
16 GB RAM
STRXINFODB
SQL Server 2012
4 core
24 GB RAM
STXSSRSDB
SQL Server 2012
2 core
16 GB RAM
STXAPPF
4 core
16 GB RAM
200 GB HD
WebSphere
Advantage FIN
Advantage ADMIN
Advantage VSS
STXAPPPB
2 core
24 GB RAM
100 GB HD
Performance Budgeting
WebSphere
STXINFOR
4 core
8 GB RAM
50 GB HD
Business Objects
Reporting Server
InfoAdvantage
STXINFO
2 core
8 GB RAM
500 GB HD
PD: Server
Interfaces
InfoAdvantage
ETL processes
Sympro
ABI
InfoAdvantage
WebSphere
SDXMAX
4 core
8 GB RAM
50 GB HD
Dev
WebSphere
Maximo
STXMAX
4 core
8 GB RAM
50 GB HD
Test
WebSphere
Maximo
STRXMAX
4 core
8 GB RAM
50 GB HD
Training
WebSphere
Maximo
STXSCHED
2 core
8 GB RAM
20 GB HD
adTempus 4
Batch job Schedule
STXFORMS
2 core
8 GB RAM
100 GB HD
BIRT Forms Printing
FTP
STXBLDA
Windows 7
1 core
2 GB RAM
50 GB HD
WebSphere
Finance
Admin
Build Machine
STXBLDF
Windows 7
1 core
2 GB RAM
50 GB HD
WebSphere
Finance
Build
Machine
STXBLDV
Windows 7
1 core
2 GB RAM
50 GB HD
WebSphere
Vendor SS
Build
Machine
STXBLDABI
Windows 7
1 core
2 GB RAM
50 GB HD
AMS
Business
Integration
Build
Machine

Exhibit G – Proposed Server Environments (cont.)



DRAFT

Exhibit G – Proposed Server Environments (cont.)

ESX Hosts
2 Xeon E5-2643v2
12 cores per socket (24 core)
70 PVU's per core

PVU Table per Core (section 2 of 2 - x86)

Processor Technologies												
Processor Brand	Processor Type											
Processor Vendor	Processor Name	Proc. Model Number[1]	Cores per socket (1)	(2)	(4)	(6)	(8)	(10)	(12)	(16)	Maximum number of sockets per server	PVUs per Core
		3400 to 3699										
		5500 to 5699										
		6500 to 6699										
		7500 to 7599										
		E3-1000 to 1099									>4	120
		E3-1200 to 1299										
		E3-1200 V2 to 1299V2										
		E3-1200V3 to 1299V3										
		E5-1400 to 1499										
		E5-1400V2 to 1499V2										
		E5-1600 to 1699										
		E5-1600V2 to 1699V2										
		E5-1600V3 to 1699V3										
	XeonⓇ	E5-2400 to 2499		■	■	■	■	■	■		4	100
		E5-2400V2 to 2495V2										
IntelⓇ		E5-2600 to 2699										
		E5-2600V2 to 2699V2										
		E5-2600V3 to 2699V3										
		E5-4600 to 4699										
		E5-4600 to 4699V2										
		E7-2800 to 2899										
		E7-2800 to 2899V2										
		E7-4800 to 4899									2	70
		E7-4800 to 4899V2										
		E7-8800 to 8899										
		E7-8800 to 8899V2										

http://www-01.ibm.com/software/passportadvantage/pvu_licensing_for_customers.html

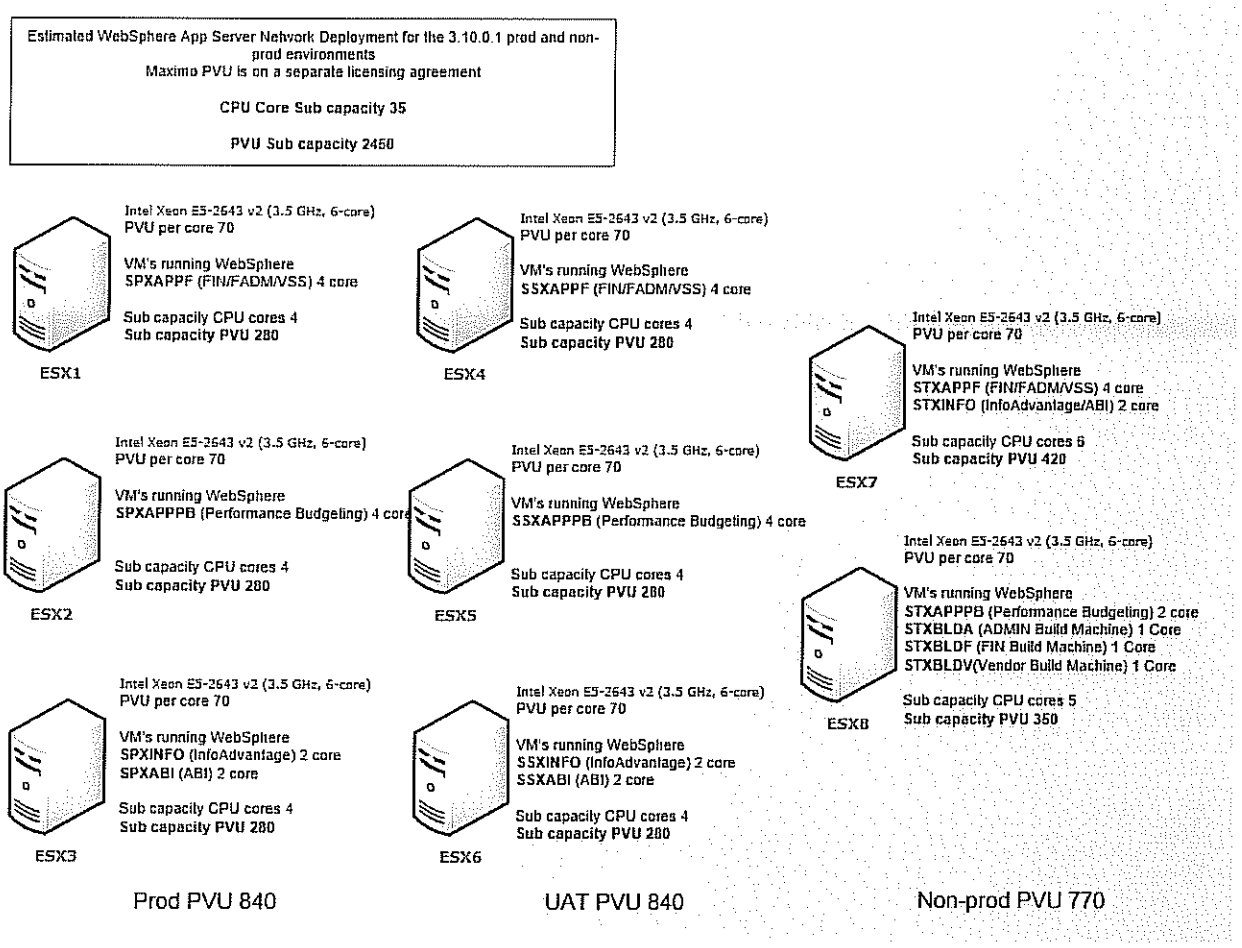



Exhibit G – Proposed Server Environments (cont.)