

**BOARD OF SUPERVISORS AGENDA ITEM SUMMARY**

Requested Board Meeting Date: 1/13/15

ITEM SUMMARY, JUSTIFICATION and/or SPECIAL CONSIDERATIONS

Amendment of Award: MA-PO-B507308-BC, Version 7 (Traditional Contract # 07-14-C-142785-0210, Amendment # 2), CGI Technologies and Solutions, Inc., to provide Software and Implementation Services for ERP System, extend contract term to 02/23/16 to include an option to renew up to two additional one year periods, revise the scope of services/products, and increase the contract amount by \$4,089,930.00, Funding Source: 2010 Certificates of Participation (37%) and General Fund (63%), Administering Department: Information Technology.

BACKGROUND

The contract was initially awarded (requisition No. 0901706) by the BOS on 1/12/10 in the amount of \$12,606,717.00 for a three year term. An amendment was approved by the Board on 07/10/12 changing scope and decreasing the contract amount by \$2,569,100.65. This amendment is required to upgrade the current version of the system (see the attached memo) and to increase the contract amount by \$4,089,930.00. If the requested action is approved, the resulting award amount will be \$14,127,546.35.

Effective Date: 01/13/15

New Termination Date: 02/23/16

Original Contract Amount: \$12,606,717.00

Prior Amendment Amounts: \$ -2,569,100.65

This Amendment Amount: \$ 4,089,930.00

Revised Contract Amount: \$14,127,546.35

Contract Officer: *Ana Wilber*, 724-8166, Procurement Department

Payment System: PimaCore

Cont # :	<u>MA-PO-B507308-BC</u>
Effective:	<u>1/13/15</u>
Term :	<u>1 yr + 2 one yr renewal</u>
Cost :	<u>\$ 4,089,930.00</u>
Rev :	
Tot :	<u>\$14,127,546.35</u>
NTE :	
Timex :	
Renewal :	
Term :	

CLERK OF BOARD USE ONLY: BOS MTG. \_\_\_\_\_ ITEM NO. \_\_\_\_\_

07-14-C-142785-0210-AM2

Procure Dept 01/08/15 PM0322

**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**

**Contract Number: 07-14-C-142785-0210**

**Amendment Number: Two (2)**

**CONTRACT**

NO. MA-PO-13507308-13C

AMENDMENT NO. 02

This number must appear on all invoices, correspondence and documents pertaining to this contract.

**ORIG. CONTRACT TERM:** 01/10/2010-2/23/2013

**TERMINATION DATE PRIOR AMENDMENT:** 02/23/2015

**TERMINATION THIS AMENDMENT:** 02/23/2016

**ORIG. CONTRACT AMOUNT:** \$12,606,717.00

**PRIOR AMENDMENTS:** \$ -2,569,100.65

**AMOUNT THIS AMENDMENT:** \$ 4,089,930.00

**REVISED CONTRACT AMOUNT:** \$14,127,546.35

**CONTRACT AMENDMENT**

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

WHEREAS, CONTRACTOR and COUNTY desire to enter into this Amendment No. 2 in order to (i) modify the Term of the Contract; (ii) add a second Statement of Work to provide for CGI upgrade Services through the addition of new activities and Deliverables; and (iii) make certain other changes to the terms of the Agreement for such Statement of Work based on the foregoing modifications in services and requirements.

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:** 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 December 15, 2016 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.”

**CHANGE:**     Article II – Scope of Services

The following paragraph is added to Article II:

“Contractor will perform the additional Services described in Statement of Work No. 2 which is attached hereto and is made part of the Contract, subject to all the terms of the Contract as amended herein.”

**CHANGE:**     Article III – Compensation

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

“In consideration for the Work Products and Services specified in this Contract and for any authorized as required consulting services, the County agrees to pay Contractor in an amount not to exceed Four Million Eighty-nine Thousand Nine Hundred Thirty dollars (\$4,089,930.00) in accordance with Attachment 6, Cost Schedule, and Exhibit D of Statement of Work No. 2. This changes the value of the Contract from \$10,037,616.35 to \$14,127,546.35.

**CHANGE:**     Article IV – Payment Terms

The following paragraph is added to Article IV:

“Notwithstanding anything to the contrary under this Article IV, for purposes of Statement of Work No. 2, upgrade Services will be provided on both a time and materials and fixed price basis, and payment will be made in accordance with the schedule set forth in Exhibit D of Statement of Work No. 2. For avoidance of doubt, withholding shall not apply to Statement of Work No. 2.”

**CHANGE:**     Article XLIX - Order of Precedence – Conflicting Documents

The following paragraph is added to Article XLIX:

“To the extent any additional Statements of Work are added to the Contract, in the event of any conflict between the terms of such Statement of Work, the Contract, or any Purchase Order, the following order of precedence shall apply, superior to subordinate: the additional Statement of Work, Contract, and Purchase Order.”

**CHANGE:**     Article LV – Limitation of Liability

The following paragraph is added to Article LV:

“To the extent any additional Statements of Work are added to the Contract, paragraph A above is replaced in its entirety, for each Statement of Work, with the following: If County should become entitled to claim damages from CGI for any reason (including without limitation, for breach of contract, breach of warranty, negligence or other tort claim) CGI will be liable only for the amount of County’s actual direct damages, up to the amount that County paid CGI for the

items or Services that are subject of the claim. In no event, however, will CGI be liable to County (in the aggregate for all claims made with respect to the Statement of Work) for more than the amount paid by County to CGI under the Statement of Work.”

Statement of Work No. 2, including its Exhibits A-G, is attached hereto and is made a part of the Contract.

All other provisions of the Contract not specifically changed by this Amendment shall remain in effect and binding on the parties.

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

**PIMA COUNTY**

**CGI TECHNOLOGIES AND SOLUTIONS INC.**

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Authorized Officer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

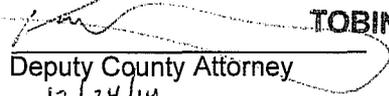
ATTEST

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk of Board

\_\_\_\_\_  
Date

APPROVED AS TO FORM

 **TOBIN ROSEN**  
Deputy County Attorney  
12/24/14  
\_\_\_\_\_  
Date

## STATEMENT OF WORK No. 2

This Statement of Work Number 2 ("Statement of Work" or "SOW") is issued pursuant to the Professional Services Contract 07-14C-142785-0210 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 Performance Budgeting System
- 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 7.5.0.3. "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:

- Merge/port and regression test of Adobe Central Pro support patch for CGI Advantage release 3.10.0.1.
- Migrate, regression test, and deliver all client custom Adobe Central Pro Forms (22 forms referenced in Exhibit B) for support with CGI Advantage release 3.10.0.1.
- 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 – Tom Burke
- 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 – Bill Kern
- Project Manager – TBD
- Area Account Manager – TBD

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**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.

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**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.
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**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).

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### **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.

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**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, Adobe Forms, 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 7.5.0.3. 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 7.5.0.3, 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), custom Adobe forms, 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, CGI will test batch processes that require Adobe printing; using County's custom forms and supported version of Adobe Central Pro for testing.
- County is responsible for all third party installations and configurations, including, but not limited to WebSphere, Versata, Adobe, Business Objects, Pervasive, PatternStream, and any DBMS related software. CGI will support County's efforts as part of Activity 02, as defined below.

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#### **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
<p><b>Activity 01: Project planning, guidance, and management</b></p> <p>CGI and County will work jointly on efforts project planning, guidance, and management. The scope will consist of:</p> <ul style="list-style-type: none"> <li>o Providing project plans for task planning and project management efforts</li> <li>o Providing high-level work breakdown structure and project task schedules</li> <li>o Promoting application of Advantage Upgrade best practices/approaches.</li> <li>o Managing project tasks to project schedules</li> <li>o Providing project status reports and participating in regular Project Management and Executive Steering Committee meetings</li> <li>o Providing resource coordination planning and scheduling</li> <li>o Providing status tracking/reporting, issue escalation/resolution</li> <li>o Providing production cutover planning/support</li> </ul>	<p>Lead</p> <p>Lead</p> <p>Lead</p> <p>Joint</p> <p>Joint</p> <p>Joint</p> <p>Joint</p> <p>Joint</p>	<p>Support/Review/ Participate</p> <p>Support/Review/ Participate</p> <p>Support/Review/ Participate</p> <p>Joint</p> <p>Joint</p> <p>Joint</p> <p>Joint</p> <p>Joint</p>	<p>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.</p>

Project Tasks by Activity	CGI Responsibility	County Responsibility	Level of Effort
<p><b>Activity 02: Installation Support of Pima County Infrastructure Stand Up Prior to Accelerate Delivery</b></p> <ul style="list-style-type: none"> <li>o CGI will provide hardware sizing recommendations and work cooperatively with County to arrive at a mutually acceptable technical configuration for the Upgrade environments.</li> <li>o County will purchase the hardware per the Hardware Sizing Recommendation</li> <li>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.</li> <li>o CGI will support and assist County in installing Advantage-related third-party applications, including Build machine installations.</li> </ul>	<p>Lead</p> <p>Support/Review/ Participate</p> <p>Support/Review/ Participate</p> <p>Support/Review/ Participate</p>	<p>Support/Review/ Participate</p> <p>Lead</p> <p>Lead</p> <p>Lead</p>	<p>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.</p>
<p><b>Activity 03: Envision Prototyping and Analysis</b></p> <ul style="list-style-type: none"> <li>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.</li> <li>o Analysis and Prototyping will be conducted in County Non-Prod environment populated with County data.</li> <li>o County will add additional test data to the Prototype environment as needed.</li> <li>o CGI will provide prototype scripts and execute prototype scripts pertaining to the identified new and modified functionality.</li> <li>o CGI will provide guidance to County Procurement Department in determining how the Advantage applications can be used to meet County's needs.</li> <li>o CGI will assist County with review of the Grants Lifecycle Management functionality enhancements.</li> <li>o CGI will assist County with review and analysis of the forward-facing portals in Advantage 3.10.0.1</li> <li>o These Prototype and Analysis sessions to focus on the following identified functional areas: <ul style="list-style-type: none"> <li>• Accounts Payable – 22 functions: Encumbrance Commodity Search; Remittance</li> </ul> </li> </ul>	<p>Lead</p> <p>Joint</p> <p>Support/Review/ Participate</p> <p>Lead</p> <p>Lead</p> <p>Lead</p> <p>Lead</p> <p>Lead</p> <p>Lead</p>	<p>Support/Review/ Participate</p> <p>Joint</p> <p>Lead</p> <p>Support/Review/ Participate</p> <p>Support/Review/ Participate</p> <p>Support/Review/ Participate</p> <p>Support/Review/ Participate</p> <p>Support/Review/ Participate</p>	<p>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.</p>

Project Tasks by Activity	CGI Responsibility	County Responsibility	Level of Effort
<p>Advice/Check Printing; Retainage Changes; Verify – Misc. Revenue for Stale Dating a Warrant.</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• Cost Accounting – 10 functions: Changes to CAS and CAM; Encumbrance Reclassification; Program Enhancements</li> <li>• Fixed Assets – 9 functions: Responsibility Center Enhancements.</li> <li>• General Accounting – 29 functions: Future Triggering; Open Activity Roll and Lapse</li> <li>• Procurement – 23 functions: Forms Improvements; Advantage Shopper</li> <li>• Contract Management – 1 function: New Fields</li> <li>• Vendor Self-Service – 15 functions: IRS TIN Matching Process; System Assurance SA13; Vendor Maintenance and Enhancements</li> <li>• Archiving – 2 Functions: New functionality</li> <li>• Debt Management – 2 Functions: Functionality for leases or internal loans. Note: Continue to use SYMPRO for Bonded Debt or Obligations</li> <li>• Treasury Accounting – 4 Functions: Modifications to existing functionality with new options</li> <li>• 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 &amp; apply up to five (5) extended database fields.</li> </ul>			

Project Tasks by Activity	CGI Responsibility	County Responsibility	Level of Effort
<p><b>Activity 04: Interface Migrations Support</b></p> <ul style="list-style-type: none"> <li>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.</li> <li>o At County’s direction, CGI will provide support for Interface Migrations in the following areas: <ul style="list-style-type: none"> <li>• CGI to migrate interfaces to the Upgrade environment and County to test the migrated interfaces.</li> <li>• CGI and County to work jointly to migrate the interfaces to the Upgrade environment.</li> <li>• County to migrate interfaces to the Upgrade environment, and CGI to provide support as needed.</li> </ul> </li> </ul>	<p>Support/Review/ Participate</p> <p>Lead</p>	<p>Lead</p> <p>Support/Review/ Participate</p>	<p>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.</p>
<p><b>Activity 05: Functional Support for County Testing</b></p> <ul style="list-style-type: none"> <li>o CGI will provide functional application support in conjunction with County efforts to test Advantage FIN for the Upgrade to 3.10.0.1.</li> <li>o County will be responsible for the planning and execution of the following testing efforts: <ul style="list-style-type: none"> <li>• System Test; Integration Test; User Acceptance Test</li> <li>• Newly implemented functionality; Conversion data verification; Interface and Report migration verification</li> <li>• County will provide and update test scripts for these efforts</li> </ul> </li> <li>o In support of County-led testing efforts, CGI will provide functional testing support in the following areas at the direction of County: <ul style="list-style-type: none"> <li>• Provide functional subject-matter expertise for upgrade of FIN</li> <li>• Provide input and support for configuration specifications and issue resolutions</li> <li>• Assist with County modification of the nightly batch scripts and cycle plan, and test execution of batch jobs</li> <li>• Assist County with updating test scripts for new or enhanced functionality</li> <li>• Assist County with planning and execution of UAT testing, including facilitating issue triage and resolutions</li> </ul> </li> </ul>	<p>Support/Review/ Participate</p> <p>Support/Review/ Participate</p> <p>Support/Review/ Participate</p>	<p>Lead</p> <p>Lead</p> <p>Lead</p>	<p>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.</p>

Project Tasks by Activity	CGI Responsibility	County Responsibility	Level of Effort
<p><b>Activity 06: Technical Support for County Testing</b></p> <ul style="list-style-type: none"> <li>○ CGI will provide technical application support in conjunction with County efforts to test Advantage FIN for the Upgrade to 3.10.0.1.</li> <li>○ In support of County-led testing efforts, CGI will provide technical testing support in the following areas at the direction of County: <ul style="list-style-type: none"> <li>● Provide technical guidance and support to County technical staff for Upgrade-related tasks, including test support and related issue resolutions</li> <li>● Assist with modifications to operational batch scripts and related application monitoring, backup/restore processes, and testing.</li> <li>● Assist with updating technical documentation and configuration diagrams</li> <li>● Assist with updating operational documentation for modified batch processes and scheduling</li> <li>● Assist in maintaining patches (support/installation)</li> </ul> </li> </ul>	<p>Support/Review/ Participate</p> <p>Support/Review/ Participate</p>	<p>Lead</p> <p>Lead</p>	<p>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.</p>
<p><b>Activity 07: Test Database Refreshes</b></p> <ul style="list-style-type: none"> <li>○ 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.</li> <li>○ 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</li> </ul>	<p>Support/Review/ Participate</p> <p>Support/Review/ Participate</p>	<p>Lead</p> <p>Lead</p>	<p>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.</p>
<p><b>Activity 08: Performance Tuning</b></p> <ul style="list-style-type: none"> <li>○ Evaluate system performance and perform tuning efforts (addressing both results from online &amp; 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.</li> </ul>	<p>Lead</p>	<p>Support/Review/ Participate</p>	<p>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.</p>

Project Tasks by Activity	CGI Responsibility	County Responsibility	Level of Effort
<p><b>Activity 09: Security / Workflow Analysis</b></p> <ul style="list-style-type: none"> <li>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.</li> <li>o CGI will provide analysis of existing security and workflow functionality, with recommendations for possible implementation by County.</li> </ul>	<p>Lead</p> <p>Lead</p>	<p>Support/Review/ Participate</p> <p>Support/Review/ Participate</p>	<p>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.</p>
<p><b>Activity 10: Production cutover support – FIN/infoAdv</b></p> <ul style="list-style-type: none"> <li>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.</li> <li>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.</li> </ul>	<p>Joint</p> <p>Support/Review/ Participate</p>	<p>Joint</p> <p>Lead</p>	<p>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.</p>
<p><b>Activity 11: Functional Post-Upgrade Support - FIN</b></p> <ul style="list-style-type: none"> <li>o CGI will provide Functional Post-Upgrade support</li> <li>o This support will commence immediately following the Production Cutover and be delivered within a total duration of 3 months.</li> <li>o The first month will be delivered primarily on-site, supplemented by remote support.</li> <li>o The second and third months will be delivered primarily remotely, supplemented by on-site support as needed.</li> </ul>	<p>Support/Review/ Participate</p> <p>Support/Review/ Participate</p> <p>Support/Review/ Participate</p> <p>Support/Review/ Participate</p>	<p>Lead</p> <p>Lead</p> <p>Lead</p> <p>Lead</p>	<p>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.</p>

<b>Project Tasks by Activity</b>	<b>CGI Responsibility</b>	<b>County Responsibility</b>	<b>Level of Effort</b>
<p><b>Activity 12: Technical Post-Upgrade Support - FIN</b></p> <ul style="list-style-type: none"> <li>o CGI will provide Technical Post-Upgrade support</li> <li>o This support will commence immediately following the Production Cutover and be delivered within a total duration of 3 months.</li> <li>o The first month will be delivered primarily on-site, supplemented by remote support.</li> <li>o The second and third months will be delivered primarily remotely, supplemented by on-site support as needed.</li> </ul>	<p>Support/Review/Participate</p> <p>Support/Review/Participate</p> <p>Support/Review/Participate</p> <p>Support/Review/Participate</p>	<p>Lead</p> <p>Lead</p> <p>Lead</p> <p>Lead</p>	<p>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.</p>
<p><b>Activity 13: Performance Budgeting – Extensibilities Analysis &amp; Migration</b></p> <ul style="list-style-type: none"> <li>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.</li> </ul>	<p>Joint</p>	<p>Joint</p>	<p>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.</p>
<p><b>Activity 14: Performance Budgeting – Implementation of ABI Integration</b></p> <ul style="list-style-type: none"> <li>o CGI will support development efforts to implement ABI integration to facilitate data exchange between Performance Budgeting and Advantage Financial.</li> </ul>	<p>Support/Review/Participate</p>	<p>Lead</p>	<p>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.</p>

Project Tasks by Activity	CGI Responsibility	County Responsibility	Level of Effort
<p><b>Activity 15: Performance Budgeting – User Acceptance Planning and Execution</b></p> <ul style="list-style-type: none"> <li>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.</li> <li>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.</li> </ul>	<p>Joint</p> <p>Support/Review/ Participate</p>	<p>Joint</p> <p>Lead</p>	<p>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.</p>
<p><b>Activity 16: Performance Budgeting – Production Cutover</b></p> <ul style="list-style-type: none"> <li>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.</li> <li>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.</li> </ul>	<p>Joint</p> <p>Support/Review/ Participate</p>	<p>Joint</p> <p>Lead</p>	<p>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.</p>
<p><b>Activity 17: Performance Budgeting – Post-Upgrade Support</b></p> <ul style="list-style-type: none"> <li>o CGI will provide a total of 160 hours of Post-Upgrade PB support</li> <li>o This support will commence immediately following the Production Cutover and be delivered within a total duration of 1 month.</li> <li>o The post-upgrade support will be delivered primarily on-site, but can be supplemented remotely as mutually agreed.</li> </ul>	<p>Support/Review/ Participate</p> <p>Support/Review/ Participate</p> <p>Support/Review/ Participate</p>	<p>Lead</p> <p>Lead</p> <p>Lead</p>	<p>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.</p>

Project Tasks by Activity	CGI Responsibility	County Responsibility	Level of Effort
<p><b>Activity 18: Performance Budgeting – Other Functional Support</b></p> <ul style="list-style-type: none"> <li>o CGI will provide hours of Functional PB support in the following areas: <ul style="list-style-type: none"> <li>• 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.</li> <li>• After completion of the Upgrade, CGI to install, document and apply up to five (5) extended database fields.</li> <li>• Analyze workflow functionality for possible implementation (analysis only).</li> <li>• Analyze feasibility of tracking grants in addition to projects (analysis only).</li> <li>• Provide informal knowledge transfer sessions to County related to the methods to set up project templates and subgroups within the application.</li> </ul> </li> </ul>	<p>Support/Review/ Participate</p>	<p>Lead</p>	<p>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.</p>

Project Tasks by Activity	CGI Responsibility	County Responsibility	Level of Effort
<p><b>Activity 19: infoAdvantage and Reporting Upgrade Support</b></p> <ul style="list-style-type: none"> <li>o CGI will provide infoAdvantage and Reporting upgrade support in the following areas: <ul style="list-style-type: none"> <li>• Review Adv PB 3.10 baseline universes and reports, and determine the scope of upgrade and recommended approach for migration.</li> <li>• Provide Dashboard support including technical environment, PB Dashboard configuration, and modification of one Dashboard</li> <li>• Assist County's lead in ETL Execution Support with tasks entailing ETL runs, data assurance, ETL stubbing, and performance guidance for two (2) reports</li> <li>• Assist in the migration of infoAdv and Reports Security</li> <li>• 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)</li> <li>• Assist in maintaining patches (support/installation)</li> <li>• Assist in UAT Test support for Reports testing and issue resolution</li> </ul> </li> </ul>	<p>Support/Review/Participate</p>	<p>Lead</p>	<p>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.</p>

Project Tasks by Activity	CGI Responsibility	County Responsibility	Level of Effort
<p><b>Activity 20: Maximo – Technical Support</b></p> <ul style="list-style-type: none"> <li>o CGI will provide Maximo Technical support in the following areas: <ul style="list-style-type: none"> <li>• 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.</li> <li>• Installation and install testing of licensed Maximo release 7.5.0.3 software on PROD environment.</li> <li>• Installation and install testing of licensed Maximo release 7.5.0.3 software on four Non-PROD (DEV, TEST, TRAINING, UAT) environments.</li> <li>• 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.</li> <li>• Knowledge Transfer of ABI and PDI integration methodology, toolkit, and expected operational maintenance skillset.</li> <li>• Knowledge Transfer of Maximo’s Migration Manager tool, including creating migration packages in source environments and uploading and deploying migration packages in target environments.</li> </ul> </li> </ul>	<p>Lead</p> <p>Lead</p> <p>Support/Review/ Participate</p> <p>Joint</p> <p>Lead</p> <p>Lead</p>	<p>Support/Review/ Participate</p> <p>Support/Review/ Participate</p> <p>Lead</p> <p>Joint</p> <p>Support/Review/ Participate</p> <p>Support/Review/ Participate</p>	<p>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.</p>

Project Tasks by Activity	CGI Responsibility	County Responsibility	Level of Effort
<p><b>Activity 21: Maximo – Functional Support</b></p> <ul style="list-style-type: none"> <li>o CGI will provide Maximo Envision Functional support in the following areas: <ul style="list-style-type: none"> <li>• Walk-through of technical and functional changes from Maximo release 7.1.1.7 (current) to Maximo release 7.5.0.3 (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 7.5.0.3 (to be).</li> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> <li>• Task Orders out of Maximo. Detailed concept to be confirmed and scope to be re-evaluated with agreement of detailed concept.</li> <li>•</li> </ul> </li> </ul>	<p>Support/Review/ Participate</p>	<p>Lead</p>	<p>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.</p>

<b>Project Tasks by Activity</b>	<b>CGI Responsibility</b>	<b>County Responsibility</b>	<b>Level of Effort</b>
<p><b>Activity 22: Maximo – Testing Support</b></p> <ul style="list-style-type: none"> <li>○ CGI will provide Maximo Testing support in the following areas: <ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> </ul> </li> </ul>	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.
<p><b>Activity 23: Maximo – Production Cutover</b></p> <ul style="list-style-type: none"> <li>○ 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 7.5.0.6 production database environments. This includes but is not limited to timing, responsible party, communication mechanism, validation procedures, and go/no-go signoff criteria.</li> <li>○ 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.</li> </ul>	Joint	Joint	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.
	Support/Review/ Participate	Lead	
<p><b>Activity 24: Additional Upgrade Contingency Support</b></p> <ul style="list-style-type: none"> <li>○ The CGI team will provide additional upgrade support as determined by County Project Manager.</li> </ul>	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

<b>Project Tasks by Deliverable</b>	<b>CGI Responsibility</b>	<b>County Responsibility</b>	<b>Deliverable Acceptance</b>
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			<b>Criteria</b>
<b>Deliv 01: Environment Setup at CGI Location</b> <ul style="list-style-type: none"> <li>o Establish baseline 3.10.0.1 Test Environment at CGI location to support County's upgrade to CGI Advantage 3.10.0.1</li> <li>o Install baseline (GA) 3.10.0.1 software</li> <li>o Create ClearCase streams for code management</li> </ul>	Lead	Support	CGI reports in weekly status meetings that baseline 3.10.0.1 environment setup is complete
<b>Deliv 02: Code Merge and Initial Data Upgrade</b> <ul style="list-style-type: none"> <li>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.</li> <li>o Analyze, execute, and test data upgrade in CGI's environment; including issue analysis</li> <li>o Merge County code and custom Forms with Adobe Central Pro support patch for CGI Advantage release 3.10.0.1</li> <li>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</li> </ul>	Lead	Support	<ul style="list-style-type: none"> <li>• Delivered (emailed) status report detailing status of the code merge; including the outstanding issues with proposed resolution date</li> </ul>
<b>Deliv 03: Test Execution Effort</b> <ul style="list-style-type: none"> <li>o Analyze functional test scenarios provided by County</li> <li>o Define and confirm scope of automated test effort</li> <li>o Develop custom automated test scripts based on County's current business operations</li> <li>o Perform automated and ad hoc test executions, including Adobe Central Pro services</li> <li>o Provide resolution of all major (defined as Severity Critical) issues, repeat tests to validate fixes prior to delivery of the upgrade package</li> </ul>	Lead	Support	<ul style="list-style-type: none"> <li>• Delivered (emailed) status report detailing status of the testing; including the outstanding Severity Critical issues with proposed resolution date</li> </ul>
<b>Deliv 04: Packaging and Delivery of Upgrade Package</b> <ul style="list-style-type: none"> <li>o CGI will complete mock installation in CGI's environment to support creation of customized installation components and instructions</li> <li>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</li> <li>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.</li> </ul>	Lead	Support	<ul style="list-style-type: none"> <li>• Delivered CDs/DVD/Electronic Download of materials.</li> <li>• 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)</li> </ul>
<b>Deliv 05: Post Installation Patch Set</b> <ul style="list-style-type: none"> <li>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</li> </ul>	Lead	Support	<ul style="list-style-type: none"> <li>• Delivered CDs/DVD/Electronic Download of materials.</li> <li>• Initial installation of</li> </ul>

<p>negotiated during this timeframe</p> <ul style="list-style-type: none"> <li>o The client-selected issues must be valid CGI Advantage software defects (as reported to and confirmed by CSG)</li> <li>o Issues related to CGI Advantage Integration (ABI), Performance Budgeting and InfoAdvantage are not eligible for this patch set</li> <li>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</li> <li>o County must validate all client-selected patch set issues within 10 days of patch set delivery</li> </ul>			<p>said materials shall not contain any new Defects introduced as a result of the delivered Patch Set</p>
<p><b>Deliv 06: Core Team Familiarization Training on Advantage 3.10.0.1</b></p> <ul style="list-style-type: none"> <li>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: <ul style="list-style-type: none"> <li>o PimaCounty_ADV_3x Familiarization Inventory Topics updated through 3.10.xls</li> <li>o 3 10 CGI Advantage Course Catalog.docx</li> </ul> </li> </ul>	<p>Lead</p>	<p>Support/Review/Participate</p>	<p>CGI delivers 80 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.</p> <ul style="list-style-type: none"> <li>• Training class completed, delivered by CGI instructors and confirmed delivery by the Pima County Core project team.</li> </ul>

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**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.

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**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**

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- 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 expenses for the project shall not exceed Two Hundred Seventy Four Thousand Eight Hundred Eighty Three Dollars (\$274,883.00) for the entire project.
- 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.

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**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.

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**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. 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.

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**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

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

**PIMA COUNTY**

**CGI TECHNOLOGIES AND SOLUTIONS INC.  
(CGI)**

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Authorized Officer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

ATTEST

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk of Board

\_\_\_\_\_  
Date

APPROVED AS TO FORM

  
\_\_\_\_\_  
Deputy County Attorney

12/24/14  
\_\_\_\_\_  
Date



CIO, Jesse Rodriguez

12/28/14

Date