



BOARD OF SUPERVISORS AGENDA ITEM REPORT **CONTRACTS / AWARDS / GRANTS**

Requested Board Meeting Date: 03/15/2016

or Procurement Director Award ☐

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

Project Title/Description:

Software and Upgrade Services for ERP System

Purpose:

Amendment of Award: Master Agreement No. B507308. Add new scope as defined by Statement of Work No. 3 and increase award amount by \$250,000.00 to a cumulative contract amount of \$14,377,546.35.

Administering Department: Information Technology

Procurement Method:

Pursuant to Pima County Procurement Code 11.12.020 Competitive Sealed Proposals, Solicitation No. 0901706 was conducted. On 01/12/2010, the Board of Supervisors approved an award of contract MA-PO-B507308-BC for an initial term of three (3) years and two (2) one-year renewal options for a contract amount of \$12,606,717.00. This professional services contract was one of three contracts awarded by the Board of Supervisors to the Contractor.

On 07/10/2012 the Board of Supervisors approved Amendment No. 1 to extend the contract term two (2) additional years to 02/23/2015; revise the scope of services/products by the removal and modification of some deliverables; and decrease by \$2,569,100.65 the contract amount to a not-to-exceed contract amount of \$10,037,616.35.

On 01/13/2015 the Board of Supervisors approved Amendment No. 2 to extend the contract term to 12/15/2016 and include two (2) additional one-year renewal options; revise the scope of services/products by adding Statement of Work No. 2; and increase by \$4,089,930.00 the contract amount to a not-to-exceed contract amount of \$14,127,546.35.

This Amendment No. 3 will add Statement of Work No. 3 and increase the award amount by \$250,000.00 to \$14,377,546.35. The expiration date of 12/15/2016 remains unchanged.

Amendment No. 3 contract documents reflect the cumulative award amount of \$14,377,546.35; \$5,029,792.35 of the award was expended in the prior system leaving a balance of \$9,347,754.00 which is reflected by the current Master Agreement MA-PO-B507308-BC document "NTE Amount".

Attachments: Master Agreement and Amendment No. 3

Program Goals/Predicted Outcomes:

Increased scope and funding will be used to conduct a limited pilot of the Meridian Learning Management System (LMS). Pima County owns an enterprise license of the LMS but it was never implemented. The goal of the pilot is to determine if this LMS has sufficient functionality to warrant a full scale roll-out to the rest of the County.

Public Benefit:

The LMS, when implemented County-wide, will provide the necessary tools to ensure County employees are current on all required certifications and provide a central repository for County management to monitor progress towards those certifications.

Metrics Available to Measure Performance:

Compliance with documented requirements.

Retroactive:

No

Procure Dept 03-09-16 AM 10:20

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.: 3 AMS Version No.: 8
Effective Date: 03/15/2016 New Termination Date: _____
☒ Expense ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$250,000
Funding Source(s): Risk Management - Internal Service Fund - Amount: \$125,000
Health Department - Special Revenue Fund - Amount: \$125,000
Cost to Pima County General Fund: None

Contact: Commodity Contracts Officer, Paul Turner 3/3/16
Department: Procurement 3/3/16 Telephone: 724-3723
Department Director Signature/Date: _____ 3/4/16
Deputy County Administrator Signature/Date: _____ 3-7-16
County Administrator Signature/Date: _____ 3/7/16
(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: 8

Page: 1

Description: Software and Upgrade Services for ERP System

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

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

T
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Initiation Date: 03-15-2016

Expiration Date: 12-15-2016

NTE Amount: \$9,347,754.00

Used Amount: \$7,889,020.15

V
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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

Amendment of Award to add Statement of Work No. 3 and increase by \$250,000.00 the award amount. Attachments: Amendment 3 and Board of Supervisors Award documents.

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: 8

Page: 2

Line	Description					
1	DISCOUNT Payment Milestone, Deliverable Name					
	Service Contract Amt			Service From	Service To	
	\$0.00			-	-	
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8	Payment Milestone, Deliverable Name - LM-9 Final Acceptance					
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9	Payment Milestone, Deliverable Name - LM-9 Final Acceptance					
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11	Payment Milestone, Deliverable Name - PB-5 Intergrated Syste					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
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12	Payment Milestone, Deliverable Name - PB-6 User Acceptance T					
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13	Payment Milestone, Deliverable Name - PB-7 Software Installa					
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MASTER AGREEMENT DETAILS

Master Agreement No: B507308-BC

MA Version: 8

Page: 3

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25	Payment Milestone, Deliverable Name - PB-4 InfoAdvantage - 2	0.0000 %	EA	\$46833	23421	VPN	MPN
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27	Payment Milestone, Deliverable Name - ESS-2 System Installat	0.0000 %	EA	\$54082	23421	VPN	MPN
28	Payment Milestone, Deliverable Name - ESS-3 Integrated Syste	0.0000 %	EA	\$54082	23421	VPN	MPN
29	Payment Milestone, Deliverable Name - ESS-4 User Acceptance	0.0000 %	EA	\$54082	23421	VPN	MPN
30	Payment Milestone, Deliverable Name - ESS-5 Software Install	0.0000 %	EA	\$54082	23421	VPN	MPN
31	Payment Milestone, Deliverable Name - ESS-6 Production Cutov	0.0000 %	EA	\$54082	23421	VPN	MPN
32	Payment Milestone, Deliverable Name - LM-1 Microsoft Project	0.0000 %	EA	\$54082	23421	VPN	MPN
33	Payment Milestone, Deliverable Name - LM-2 System Installati	0.0000 %	EA	\$54082	23421	VPN	MPN
34	Payment Milestone, Deliverable Name - LM-3 Intergrated Syste	0.0000 %	EA	\$54082	23421	VPN	MPN
35	Payment Milestone, Deliverable Name - LM-4 User Acceptance T	0.0000 %	EA	\$54082	23421	VPN	MPN
36	Payment Milestone, Deliverable Name - LM-5 Software Installa	0.0000 %	EA	\$54082	23421	VPN	MPN
37	Payment Milestone, Deliverable Name - LM-6 Production Cutove	0.0000 %	EA	\$54082	23421	VPN	MPN
38	Payment Milestone, Deliverable Name - FIN-8 InfoAdvantge - 2	0.0000 %	EA	\$56200	23421	VPN	MPN
39	Payment Milestone, Deliverable Name - FIN-16 Conditional Acc	0.0000 %	EA	\$65012	23421	VPN	MPN
40	Payment Milestone, Deliverable Name - FIN-18 Final Acceptanc	0.0000 %	EA	\$65012	23421	VPN	MPN
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MASTER AGREEMENT DETAILS

Master Agreement No: B507308-BC

MA Version: 8

Page: 4

Line	Description					
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52	Payment Milestone, Deliverable Name - FIN-11 Intergrated Sys					
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53	Payment Milestone, Deliverable Name - FIN-12 User Acceptance					
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54	Payment Milestone, Deliverable Name - FIN-13 Software Instal					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
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55	Payment Milestone, Deliverable Name - ENV-1 Microsoft Projec					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
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56	Payment Milestone, Deliverable Name - FIN-15 Production Cuto					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
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57	Payment Milestone, Deliverable Name - FIN-10 Customizations-					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
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59	Payment Milestone, Deliverable Name - FIN-9 Customizations-D					
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65	Payment Milestone, Deliverable Name - HRM-16 Software Instal					
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66	Payment Milestone, Deliverable Name - HRM-2 System Installat					
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MASTER AGREEMENT DETAILS

Master Agreement No: B507308-BC

MA Version: 8

Page: 5

Line	Description					
67	Payment Milestone, Deliverable Name - END-02 Baseline County					
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68	Payment Milestone, Deliverable Name - HRM-3 Customizations-C					
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69	Payment Milestone, Deliverable Name - HRM-13 Customizations					
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70	Payment Milestone, Deliverable Name - HRM-14 Customizations					
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71	Payment Milestone, Deliverable Name - FIN-1 System Installat					
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73	Payment Milestone, Deliverable Name - HRM- 4 Conversions-Des					
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74	Contingency funding for Implementation Services for ERP Syst					
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75	Payment Milestone, Deliverable Name - ENV-2 Prototype Enviro					
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76	Payment Milestone, Deliverable Name - ENV-3 Implementation A					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
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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 NO.: MA-PO-B507308-BC (Formerly Contract No. 07-14-C-142785-210)									
CONTRACT AMENDMENT NO.: Three (3)									
<table border="1"> <tr> <td align="center" colspan="2">CONTRACT</td> </tr> <tr> <td colspan="2">NO. <u>MA-PO-B507308-BC</u></td> </tr> <tr> <td colspan="2">AMENDMENT NO. <u>03</u></td> </tr> <tr> <td colspan="2">This number must appear on all Invoices, correspondence and documents pertaining to this contract.</td> </tr> </table>		CONTRACT		NO. <u>MA-PO-B507308-BC</u>		AMENDMENT NO. <u>03</u>		This number must appear on all Invoices, correspondence and documents pertaining to this contract.	
CONTRACT									
NO. <u>MA-PO-B507308-BC</u>									
AMENDMENT NO. <u>03</u>									
This number must appear on all Invoices, correspondence and documents pertaining to this contract.									

ORIG. CONTRACT TERM: 01/10/2010-2/23/2013	ORIG. CONTRACT AMOUNT:	\$12,606,717.00
TERMINATION DATE PRIOR AMENDMENT: 12/15/2016	PRIOR AMENDMENTS:	\$1,520,829.35
TERMINATION THIS AMENDMENT: 12/15/2016	AMOUNT THIS AMENDMENT:	\$250,000.00
	REVISED CONTRACT AMOUNT:	\$14,377,546.35

CONTRACT AMENDMENT

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

WHEREAS, CONTRACTOR and COUNTY desire to enter into this Amendment No. 3 in order to (i) add Statement of Work No. 3 to provide for CGI upgrade Services through the addition of new activities and deliverables; and (ii) 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, it is agreed as follows:

CHANGE: ARTICLE II – SCOPE OF SERVICES:

The following statement is added to Article II:

Contractor will perform the additional Services described in Statement of Work No. 3 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 the Contractor in the amount not to exceed Four Million Two Hundred Eighty-nine Thousand Nine Hundred Thirty dollars (\$4,289,930.00) in accordance with Exhibit A – High Level Project Schedule and Staffing of Statement of Work No. 3. This changes the not to exceed amount of the contract from \$14,127,546.35 to \$14,377,546.35.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

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

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

APPROVED:

CONTRACTOR:

Chair, Board of Supervisors

Signature

Date

Name and Title (Please Print)

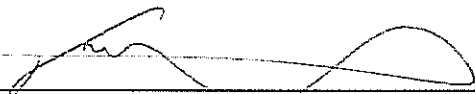
Date

ATTEST

Clerk of Board

Date

APPROVED AS TO FORM:



Tobin Rosen, Deputy County Attorney

3/2/16

Date

APPROVED AS TO CONTENT



Director, Information Technology

3/3/16

Date

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

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

APPROVED:

Chair, Board of Supervisors

Date

CONTRACTOR:

Patricia C. Nelson Digitally signed by Patty Nelson
Date: 2016.03.03 15:16:42 -07'00'

Signature

Patricia Nelson, Director of Consulting
Name and Title (Please Print)

March 3, 2016

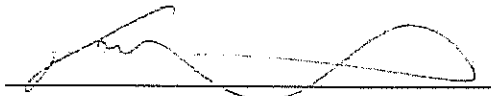
Date

ATTEST

Clerk of Board


Date

APPROVED AS TO FORM:


Tobin Rosen, Deputy County Attorney

3/2/16
Date

APPROVED AS TO CONTENT


Director, Information Technology

3/3/16
Date

STATEMENT OF WORK No. 3

This Statement of Work Number 3 ("Statement of Work" or "SOW") is issued pursuant to the Professional Services Contract Master Agreement No. MA-PO-B507308 (Formerly 07-14C-142785-0210) dated February 24, 2010 between Pima County (the "County"), and CGI Technologies and Solutions Inc. ("CGI").

1. **Effective Date of this Statement of Work**

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

2. **Project Title**

CGI Advantage ERP System Upgrade – Meridian Learning Management System Pilot

3. **CGI Solution Components**

This Project includes the upgrade and implementation 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:

- Meridian Learning Management System, Release 16.1

4. **Services to be Performed.**

CGI will provide the Services described herein to lead and work jointly with Pima County in implementing certain CGI Advantage Products licensed to and installed as a system at Pima County (Meridian Learning Management System, Release 16.1), as set forth in Section 3 above.

"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 implementation of the CGI Advantage products listed in Section 3 above. Any additional products, or services, as well as any new customizations or modifications to the products, will be addressed as a written amendment to this contract or under a separate contract.

CGI will provide County with a pilot implementation of the Meridian Learning Management System ("Meridian LMS") including the following high-level time and materials activities:

- Pilot implementation limited to two County departments: Health, and Risk Management
- Project Management coordination and support
- Joint requirements development and functional consulting for baseline implementation of Meridian LMS – no customizations
- Reporting based on Meridian LMS library of off-the-shelf reports – does not include Meridian's ad hoc reporting capability

- Remote Meridian staging environment installation
- Meridian application configuration and branding
- Integration of County-supplied HR data into Meridian LMS
- Technical support for migrating unit-tested Meridian configurations to County-hosted pre-Production and non-Production environments
- Importing existing SCORM compliant training courses into the Meridian LMS
- Testing support for User Acceptance Testing
- Meridian LMS System Administrator training
- Go-Live and Post-implementation support

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:

- Subject Matter Expert (HR) – Cory Dent
- Subject Matter Expert (HR) – Larry Thomas
- Subject Matter Expert (Risk Management) – Lauren Eib
- Subject Matter Expert (Risk Management) – Nicole Schneider
- Information Technology, Deputy Director – David Fernandez
- Health Department, Deputy Director – Marcy Flanagan
- Project Manager – Scott Miller

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

- Engagement Manager – Anees Kadir
- Project Manager – Anees Kadir
- Area Account Manager – Patricia Nelson

6. **Roles and Responsibilities.**

During the implementation 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 A. Within 20 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 Meridian LMS implementation issues, attending status meetings, issue/risk management, managing third-party consultants hired by CGI and preparing monthly status reports.
- During the analysis Phase, CGI will work with County Project Manager on the implementation project plan and project schedule for this Meridian LMS Pilot Implementation 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 Meridian LMS implementation.

- 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 take the lead in providing System Administration training to County Support Staff (Train-the-trainer system admin training).
- CGI will provide a twice-monthly burn reporting comparing the actual time expended to date against the planned time to date.

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 Project Manager for the duration of the project to lead the Meridian LMS Pilot Implementation 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 implementation 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 software and hardware components compatible with Meridian v16.1 outside of those that have previously been licensed through CGI (e.g. MS/SQL Server, Windows Server, etc.).
- County will be responsible for developing 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 two (2) 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 Meridian LMS 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 Meridian LMS 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, and CGI will provide technical support, for installing the configured software onto the non-production environments: test, training, user acceptance test, and development environments, and 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 following project assumptions ("Project Assumptions") are included in order to facilitate a successful implementation:

- The maximum amounts payable are based on the Compensation Schedule listed in Exhibit B and the Activities and Pricing Summary listed in Exhibit C. CGI is not authorized to exceed the total 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 implementation 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 or changes in scope will be mutually agreed to by both parties and addressed through a written 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.
- County agrees to be responsible for executing the user acceptance test. CGI will work jointly with County staff to resolve Severity 1 Critical and Severity 2 Serious software incidents, as defined in the maintenance agreement in Section 2.A, preventing go-live of the upgraded software and answer questions during the test.
- County is responsible for extracting HR data per Meridian specifications for employee information (e.g. Name, Employee ID, etc) and organizational information (e.g. Department affiliation, etc.) to be interfaced into Meridian through a flat-file and nightly batch job.
- Schedule dates depicted in Exhibit A are approximate and assume a six week lead time from contract signing to project start. The schedule dates are also very dependent on scheduling the initial Workbook/Requirements session on-site with key County staff members, as well as the dependency on County data extract for employee and organizational information being interfaced to the Meridian LMS.
- Reporting from the Meridian LMS will be from its off-the-shelf standard reports. Meridian's ad hoc reporting capability is not in scope of this SOW.
- Historical data from Pima County's current learning system will not be converted into the Meridian LMS.
- Scheduling for on-site Meridian LMS Administration training classes require minimum of two weeks lead time prior to scheduling.

E. Tasking by Activities

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 eight hundred and fifty-one (851) 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.

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: <ul style="list-style-type: none"> o Providing project plans for task planning and project management efforts o Providing high-level work breakdown structure and project task schedules o Managing project tasks to project schedules o Providing project status reports and participating in regular Project Management and Executive Steering Committee meetings o Providing resource coordination planning and scheduling o Providing status tracking/reporting, issue escalation/resolution o Providing production Go-Live planning/support 	Lead Lead Joint Joint Joint Joint Joint	Support/Review/ Participate Support/Review/ Participate Joint Joint Joint Joint Joint	CGI provides a total of 192 hours of Support in this scoped Time and Materials tasking. Progress on these hours to be provided in Monthly Status Reports.
Activity 02: Conduct On-site Discovery Workbook Session <ul style="list-style-type: none"> o CGI will lead on-site session on Meridian LMS requirements and workbook configuration (2-3 days) o These sessions will determine key baseline Meridian LMS configuration settings, captured in workbook doc. 	Lead Support/Review/ Participate	Support/Review/ Participate Lead	CGI provides a total of 65 hours of Support in this scoped Time and Materials tasking. Progress on these hours to be provided in Monthly Status Reports.
Activity 03: Installation of Remote Meridian Environments <ul style="list-style-type: none"> o CGI will create remote environments and install Meridian v15.1 per the workbook configuration settings o Remote Meridian environments will include a Staging environment remotely accessible to CGI and County staff for initial System/Acceptance testing o This Activity includes providing system baseline documentation including environment setup pre-conditions (e.g. OS, 3rd Party middleware, database requirements) and step-by-step Meridian 15.1 install instructions 	Lead Lead Lead	Support/Review/ Participate Support/Review Participate Support/Review Participate	CGI provides a total of 63 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 07: User Acceptance Testing Support <ul style="list-style-type: none"> CGI will provide functional and technical support during County UAT testing CGI will support resolution of all critical defects identified in UAT testing 	Support/Review/ Participate Lead	Lead Support/Review/ Participate	CGI provides a total of 120 hours of Support in this scoped Time and Materials tasking. Progress on these hours to be provided in Monthly Status Reports.
Activity 08: On-site Training <ul style="list-style-type: none"> CGI to provide prep and 1 day of on-site Delta Implementation Readiness training for up to 12 County attendees, including courseware documentation CGI to provide prep and 3 days of on-site Meridian LMS Administrative training for up to 12 County attendees, including courseware documentation 	Lead Lead	Support/Review/ Participate Support/Review/ Participate	CGI provides a total of 84 hours of Support in this scoped Time and Materials tasking. Progress on these hours to be provided in Monthly Status Reports.
Activity 09: Go-Live and Post-Implementation Support <ul style="list-style-type: none"> CGI to provide support for Go-Live launch, including course content readiness, review of UAT-identified issues, and Go-No Go criteria CGI to provide Post-Implementation Support during initial four week period following Go-Live to assist with issue logging and resolutions, and related post-implementation issues 	Support/Review/ Participate Support/Review/ Participate	Lead Lead	CGI provides a total of 142 hours of Support in this scoped Time and Materials tasking. Progress on these hours to be provided in Monthly Status Reports.

7. Compensation.

Compensation for Services performed under this Statement of Work No. 3 is set forth in Exhibit C. Invoices for time and materials Services will be submitted at the end of every month, plus reimbursable expenses, based on actual hours expended during the prior period.

A. **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.

B. **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.
- Reimbursable expenses shall include airfare, car rental and related transportation expenses, per diem hotel lodging, and per diem meals and other incidental expenses. 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 Twenty-two Thousand Dollars (\$22,000.00) 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.

8. Key Personnel.

Notwithstanding Article VI Key Personnel, for purposes of this Statement of Work No. 3, the following CGI roles are designated as Key Personnel: Project Manager

Project Manager shall have at least one year CGI project management experience and two 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.

9. Warranty.

Notwithstanding Article XXV Warranty Remedy, issues arising with the upgrade will either be addressed as part of Services during the course of the project, Post-Implementation 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.

10. 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 Department 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 Department shall either—

1. Cancel the stop-work order; or
 2. Terminate the work covered by the order as provided in Article XXVI Termination for Cause or for Convenience of County.
- 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 Department 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 Department decides the facts justify the action, the Procurement Department 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 Department 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.
- E. Stop Work or termination of services under this agreement is separate from any other agreement. Separate Stop Work or termination notices must be issued for each agreement.

11. 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 C – Activities and Pricing Summary. The total agreed to price is \$182,315.00. 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 C – Activities and Pricing 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.

12. Attachments

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

- Exhibit A - High Level Project Schedule and Staffing
- Exhibit B - Compensation Schedule
- Exhibit C - Activities and Pricing Summary

Exhibit A – High Level Project Schedule and Staffing

Activity	Plan													
	Plan Start	Duration	2016			2016			End Sept					
			A	M	J	J	A	Go-Live	O	N	D			
Meridian Pilot Timeline Summary														
Workbook/Requirements Devel	5/2/16	1w												
Installation of Meridian Env's		1w												
Branding		1w												
System Config & Skillsoft Catalog Setup		1w												
System Integration w/ ADP		2w												
Internal QA		2w												
Pima Non-prod Install/Migration Support		1w												
Pima UAT Support		6w												
Pima Prod Install/Migration Support		1w												
Train-the-Trainer - Readiness & Admin		1w												
Pilot Post-implementation Support		4w												
CGI Staffing/Role														
			A	M	J	J	A	End Sept	O	N	D			TOTAL HRS
Engagement Manager								Go-Live						
Project Manager			0	16			32	32	32					16
LMS BA			0	40	40	32	32	32						176
LMS Tech				35	46	80	74	40						275
LMS Training				40	152	40	40	28						300
							84							84
Subtotal by Month			0	131	238	152	146	100	0	0	0			851
Travel Est														
			\$ 6,000	\$ 2,000	\$ 4,000	\$ 6,000	\$ 4,000							\$ 22,000

D

Pricing Summary	Hours	Rate	Total
Project Management	192	\$ 200	\$ 38,400.00
LMS SMEs, Tech, Training	659	\$ 185	\$ 121,915.00
Budgeted Travel		\$	\$ 22,000.00
Total:		\$	\$ 182,315.00

Exhibit B – Compensation Schedule

- A. Time and Materials Activities – Notwithstanding Article IV Payment Terms, 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.

Exhibit C –Activities and Pricing Summary

Meridian Pilot Activities	Est Hours	Price	Start	End
Act 01 - Project Management	192	\$ 38,400.00	Nov 2015	Mar 2016
Act 02 - On-site Workbook Sessions	65	\$ 12,025.00	Nov 2015	Nov 2015
Act 03 - Install Remote Meridian Environments	63	\$ 11,655.00	Nov 2015	Nov 2015
Act 04 - Application Configuration/Branding	60	\$ 11,100.00	Nov 2015	Dec 2015
Act 05 - Data Integration and Stage Testing	45	\$ 8,325.00	Dec 2015	Dec 2015
Act 06 - Install Tested Meridian On-site	80	\$ 14,800.00	Jan 2016	Jan 2016
Act 07 - User Acceptance Testing Support	120	\$ 22,200.00	Jan 2016	Feb 2016
Act 08 - On-site Training	84	\$ 15,540.00	Feb 2016	Feb 2016
Act 09 - Go-Live/Post-Implementation Support	142	\$ 26,270.00	Mar 2016	Mar 2016
Travel		\$ 22,000.00		
SubTotal	851	\$ 182,315.00		