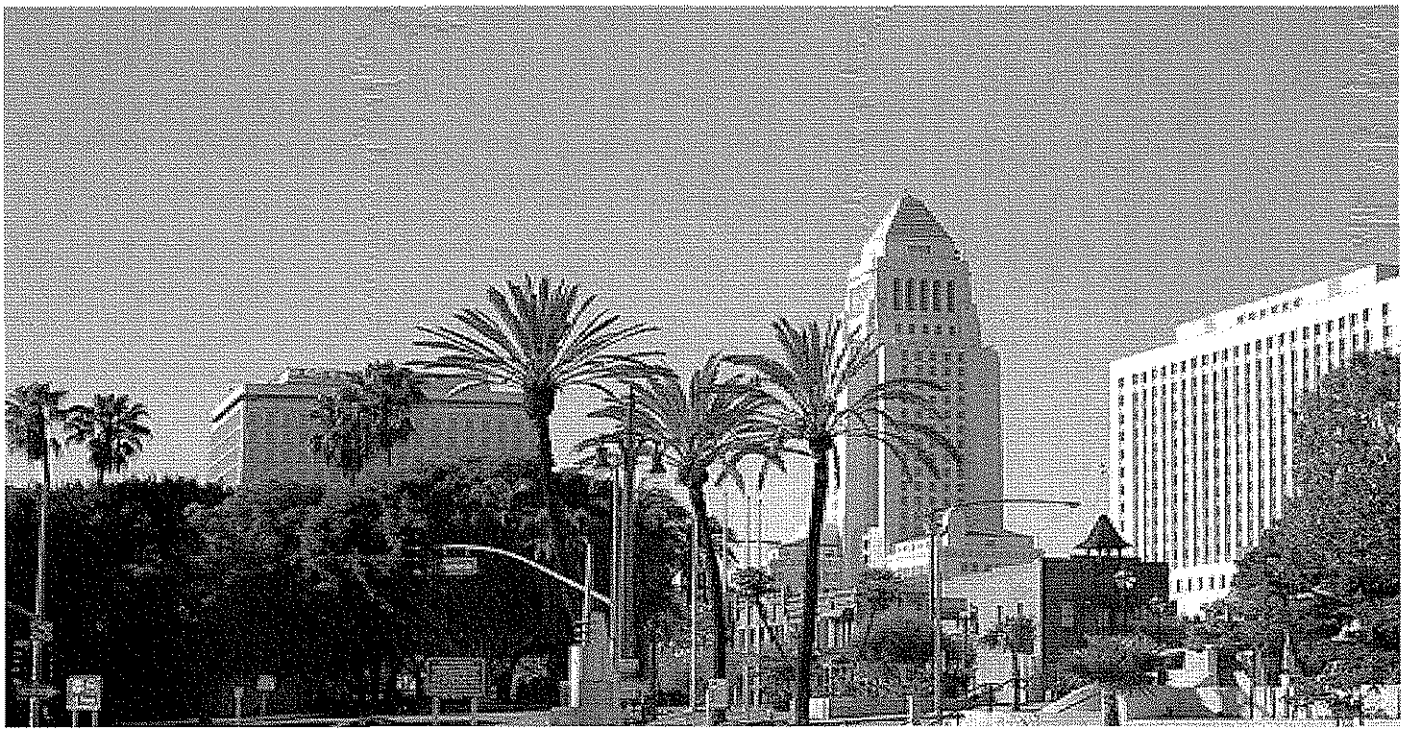


CITY OF LOS ANGELES
AND
CGI TECHNOLOGIES AND SOLUTIONS INC.

FINANCIAL MANAGEMENT SYSTEM (FMS) PROJECT

FMS SERVICES AGREEMENT
PROPRIETARY SOFTWARE LICENSE AGREEMENT
PROPRIETARY SOFTWARE MAINTENANCE AGREEMENT

JULY 7, 2008

TABLE OF CONTENTS

SECTION 1

FMS Services Agreement

Exhibit A: Core Financial Statement of Work

Exhibit B: Core Financial Deliverables

Exhibit C: Core Financial Project Schedule and Plan

Exhibit D: Core Financial Business Requirements

Exhibit E: Core Financial Software Modifications

Exhibit F: Core Financial Interfaces

Exhibit G: Core Financial Conversions

Exhibit H: Core Financial Reports

Exhibit I: Core Financial Technical Architecture

Exhibit J: Core Financial Training Volumes

Exhibit K: Core Financial Assumptions

Exhibit L: Core Financial Pricing Schedule

Exhibit M: Core Financial Copy of Amended and Restated Proprietary Software License Agreement

Exhibit N: INTENTIONALLY OMITTED

Exhibit O: INTENTIONALLY OMITTED

Exhibit P: Core Financial Copy of Maintenance Agreement

Exhibit Q: Core Financial List of Key Contractor Personnel

Exhibit R: Core Financial Services Rates

Exhibit S: Standard Provisions for City Contracts

SECTION 2

Proprietary Software License Agreement

Exhibit A

Software License Appendix 1: Confidentiality Agreement

Software License Appendix 2: Third Party Software Access Agreement

Software License Appendix 3: Third Party Product Access Agreement

SECTION 3

Proprietary Software Maintenance Agreement

Exhibit A

Appendix 1: Standard Provisions for City Contracts

PROFESSIONAL SERVICES AGREEMENT

Contractor: CGI TECHNOLOGIES AND SOLUTIONS INC.

Regarding: FINANCIAL MANAGEMENT SYSTEM

Agreement Number:

TABLE OF CONTENTS

1. PARTIES TO THE AGREEMENT AND REPRESENTATIVES 1
2. ACCEPTANCE OF DELIVERABLES BY CITY 3
3. ASSIGNMENT 7
4. AUDIT 8
5. CHOICE OF LAW AND VENUE; DISPUTES 8
6. COMPLIANCE WITH LAW 8
7. CONFIDENTIALITY 9
8. DATA OWNERSHIP 10
9. DELIVERY 11
10. EFFECT OF DISPUTE AND DISPUTE RESOLUTION 11
11. FORCE MAJEURE 12
12. INTENTIONALLY OMITTED 12
13. INDEMNITY 12
14. LIMITATION OF LIABILITY 13
15. IP OWNERSHIP 14
16. LICENSE TERMS (ENTERPRISE) 14
17. MAINTENANCE AGREEMENT ISSUES 14
18. ORDER OF PRECEDENCE 14
19. PAYMENT TERMS 14
20. PROJECT STAFFING – CITY APPROVAL RIGHT FOR KEY STAFF 17
21. PUBLIC STATEMENTS 19
22. REDUCTION IN SCOPE 19
23. TECHNOLOGICAL CHANGE 19
24. TERM/TERMINATION 19
25. TRANSITION ON TERMINATION 22
26. USE OF SUBCONTRACTORS 23
27. WARRANTY 23
28. INCORPORATION OF APPENDICES 33
29. DEFINITIONS 33
30. CHANGE NOTICES AND AMENDMENTS 39
31. SOLICITATION FOR EMPLOYMENT 40

AGREEMENT NUMBER
BETWEEN THE CITY OF LOS ANGELES
AND
CGI TECHNOLOGIES AND SOLUTIONS INC.
FOR THE FINANCIAL MANAGEMENT SYSTEM

THIS AGREEMENT is made and entered into by and between the City of Los Angeles, California, a municipal corporation (hereinafter referred to as the "CITY"), and CGI Technologies and Solutions Inc. (hereinafter referred to as "Contractor" or "CGI").

WHEREAS, Contractor has submitted a proposal to license, upgrade, install, and implement a Financial Management System; and

WHEREAS, Contractor has extensive experience in the provision of licensing and implementation services associated with state and local government Financial Management Systems;

WHEREAS, the parties hereto wish to enter into an agreement pursuant to which Contractor shall perform the work and furnish the deliverables as described herein for consideration and upon the terms and conditions as hereinafter provided; and

WHEREAS, simultaneous with the execution of this Agreement, the parties will also execute that certain Amended and Restated Proprietary Software License Agreement ("License Agreement") and the Proprietary Software Maintenance Agreement ("Maintenance Agreement") pursuant to which CGI will grant a license to the AMS Advantage software (as defined below) and provide related maintenance services, respectively.

NOW THEREFORE, in consideration of the above premises and of the terms, covenants and considerations set forth herein, the parties agree as follows:

1. PARTIES TO THE AGREEMENT AND REPRESENTATIVES

1.1 Parties to the Agreement

The parties to this Agreement are:

CITY – The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California, 90012.

and

CONTRACTOR – CGI Technologies and Solutions Inc., 11325 Random Hills Road, Fairfax, Virginia 22030.

1.2 Representatives of the Parties

The representatives of the parties who are authorized to administer this Agreement and to whom formal notices, demands and communications will be given are as follows:

The CITY's representative is, unless otherwise stated in this Agreement:

Mr. Rushmore D. Cervates
Chief Deputy Controller
City of Los Angeles
200 N. Main Street, Suite 300
Los Angeles, CA 90012-4116
(213) 978-7243 Phone Number
(213) 978-7211 Facsimile Number

With copies to:

Mr. William E. Lamb
Direct Financial Analysis and Reporting
City of Los Angeles
200 N. Main Street, Suite 300
Los Angeles, CA 90012-4116
(213) 978-7203 Phone Number
(213) 978-7213 Facsimile Number

Contractor's representative is, unless otherwise stated in this Agreement:

Michael Keating
Senior Vice-President
255 Shoreline Drive, Suite 650
Redwood City, CA, 94065
(650) 508-5200 Phone Number
(650) 508-5356 Facsimile Number

With copies to:

Office of General Counsel
11325 Random Hills Road
Fairfax, Virginia 22030
(703) 267-8000 Phone Number
(703) 267-7161 Facsimile Number

Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of mailing.

If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice will be given in accord with this Section, within five (5) working days of said change.

2. ACCEPTANCE OF DELIVERABLES BY CITY

2.1 ACCEPTANCE

2.1.1 Unless otherwise agreed in writing by City, the City's Project Manager, on behalf of City, shall have the right to review each Deliverable to be provided by Contractor under this Agreement, upon written notification by Contractor to City that such Deliverable is ready for review, and shall have the right to either accept or reject such Deliverable in accordance with this Section 2. Payment for any such Deliverable will be made, as specified in Section 19 (Payment Terms), in arrears after City's Acceptance of such Deliverable.

2.2 SYSTEM DELIVERABLE ACCEPTANCE TESTING

2.2.1 Conditional Acceptance of System Deliverables

Upon Contractor's notification to City that Contractor has completed any System Deliverable and that such System Deliverable is ready for testing, City will begin testing such System Deliverable in a non-production environment using the testing procedures and standards set forth in the body of this Agreement, Exhibit A (Statement of Work), the Project Control Document, industry standards and procedures and/or such other standards and procedures as are mutually agreed upon in writing ("Acceptance Test Procedures"), to determine whether such System Deliverable meets all applicable Specifications and acceptance criteria set forth in this Agreement, Exhibit A (Statement of Work), and the Project Control Document, and or such other criteria as are mutually agreed upon in writing ("Pre-Live Testing"). The Pre-Live Testing period for each System Deliverable will be thirty (30) days unless otherwise stated in the Statement of Work or mutually agreed upon Project Schedule ("Acceptance Period"). After City has completed the Pre-Live Testing for a System Deliverable, City will either notify Contractor in writing of its "Conditional Acceptance" of such System Deliverable, or if City determines (as a result of the foregoing testing or in any other manner) that any System Deliverable has a Deficiency or does not perform as provided for in this Agreement, then City will deliver to Contractor a report describing the Deficiency ("Deficiency Notice"). Contractor shall correct each such Deficiency within fifteen (15) calendar days after receiving such report, or if any Deficiency is one that is not capable of being corrected within the fifteen (15) day period, then within such longer period of time as mutually agreed to by the parties, and thereafter City may re-test such

System Deliverable in accordance with Subsection 2.3 (Failed System Deliverable Testing). If City fails to provide written notice of Acceptance or a Deficiency Notice within the requisite Acceptance Period or any Retest Period (as defined in Subsection 2.3 below), as the case may be, Contractor will provide City with a notice reminding City that the Acceptance Period or Retest Period, as the case may be, has expired ("Reminder Notice") and City shall then have three (3) additional business days to provide the required notice, failing which, a "Provisional Acceptance" will be deemed to have occurred. In the event of any Provisional Acceptance, Contractor shall be entitled to consider the Deliverable Conditionally Accepted solely for the purpose of invoicing City for completed Milestones. However, if City subsequently rejects such Deliverable: (i) Contractor shall be required to correct the identified Deficiencies pursuant to Subsection 2.3; and (ii) Contractor may, within ten (10) business days after Contractor's receipt of the City's written notice of rejection, prepare and submit a written proposal for a Change Notice to account for any impact on the Project Price and/or on the Project Schedule that has resulted from City's delayed rejection of the subject Deliverable. The City agrees that, upon completion of the Pre-Live Testing of the System as a whole, Go-Live will occur, provided there remains no uncorrected Severity Level 1 or Severity Level 2 Deficiency (and no combination of lower level Deficiencies that in the aggregate can be Severity Level 1 or Severity Level 2 Deficiency). If there remain any Deficiencies upon Go-Live, Contractor shall diligently work to correct such errors in accordance with Section 27 (Warranty).

2.2.2 Deficiency Corrections

Contractor shall correct any Deficiencies not corrected at the expiration of the applicable Warranty Period in accordance with the timeframes specified in the Maintenance Agreement. Whenever this Agreement contains a reference to a correction that is not being made to the Baseline Software, such correction shall be made not later than when a Deficiency at the same severity level in the Baseline Software would be required to be made under the Maintenance Agreement.

2.2.3 Final Acceptance Testing

After Conditional Acceptance of the System Go-Live will occur. After the System has been in live production operations for a full Fiscal Year (being the period from July 1 through June 30) and throughout all closing activities and processing for such Fiscal Year not to exceed ninety (90) days following the end of the Fiscal Year following Go-Live (unless such activities and/or processing is delayed as a result of any Deficiency in the System), and City has determined that: (i) the System has no Level 1 or Level 2 Deficiency (and no combination of lower level Deficiencies that in

the aggregate, can be categorized as a Severity Level 1 or Severity Level 2 Deficiency), that have not been fully cured, (ii) the System performs as specified in this Agreement, and (iii) all training services required hereunder, and all other services and Deliverables described in Exhibit A (Statement of Work) and elsewhere in this Agreement, have been fully completed, then City will notify Contractor in writing of its "Final Acceptance" of the System. If there remain any other Deficiencies at that time: (i) Contractor shall work to correct such Deficiencies in accordance with Section 27 (Warranty) and Subsection 2.2.2 (Deficiency Corrections) and (ii) City shall be entitled to withhold a portion of the holdback, in an amount determined in its reasonable discretion, to ensure correction of such additional Deficiencies, until such time as such corrections are in fact made and a reasonable and appropriate Retest Period has been successfully completed so as to determine that the identified Deficiencies have been corrected and that no new Deficiencies have been introduced. In no event shall any other action or inaction by City, including City's use of the System, or any portion thereof, in a live, operational or Production Use environment, constitute "Final Acceptance" of the System or any portion of the System. Nothing in the preceding sentence is intended to or shall be construed to eliminate City's obligations under this Subsection 2.2.3.

2.2.4 Test Criteria

Except to the extent otherwise specifically provided in Exhibit A (Statement of Work) or the Project Control Document, City's testing of each component of the System and the System as a whole may include, without limitation, testing to City's reasonable satisfaction in the following regards: (a) unit testing of any module, program or System component, including without limitation individual testing of each field, screen, screen-related action, processing requirement, functionality requirement and processing state; (b) testing of the interfaces between different System components and/or between the System (or any portion thereof) and any other software, hardware or data used by City; (c) reliability testing of the System or any System component; (d) system testing of the System (in whole or in part) and testing of the System's integration with other City systems; and (e) volume/stress testing of the System or any System component under peak or maximum specified conditions to measure response times and the System's reaction to load.

2.2.5 Software Versions

For purposes of Conditional Acceptance of the System as a whole, the System will be implemented with the most current version of the Baseline Software as of the Freeze Date. The parties acknowledge and agree that

Contractor may apply emergency software patches and/or sub-releases during the time period between the Freeze Date and Go-Live.

In order to preserve the Go-Live date, the parties will mutually agree on a Freeze Date to be identified in the Project Plan. The “Freeze Date” is the date after which the City may not request any additional modifications to the Software or related materials as well as the date that will determine the exact version of the AMS Advantage software to be placed into live production operations. Notwithstanding anything contained in this Agreement to the contrary, if CGI issues a new release of the Software after the Freeze Date but prior to Final Acceptance, CGI will provide the update to the City following Final Acceptance.

2.3 FAILED SYSTEM DELIVERABLE TESTING:

If any System Deliverable, has not successfully completed any testing, City’s Project Manager (or his designee) will notify Contractor, of such failure, specifying with as much detail as possible the manner in which such System Deliverable failed to pass such testing. Contractor shall immediately commence and diligently proceed to correct as quickly as possible the identified Deficiencies and to permit such System Deliverable to be ready for retesting. In any event, such corrections shall be completed within fifteen (15) calendar days, except where the corrections are not capable of being made within such 15-day period, in which case Contractor will develop and submit, as promptly as possible but in any event within such 15-day period, for City’s written approval, a plan for correction. Such plan shall include a deadline for completing the corrections, and City’s approval of such plan will not be unreasonably withheld. In the event that City approves Contractor’s plan, Contractor shall diligently proceed with corrections in accordance with the approved plan and shall complete such corrections by the deadline specified therein. Contractor shall promptly notify City’s Project Manager, in writing, when such corrections, repairs and modifications have been completed, and the applicable testing shall begin again, provided that in the event any such retesting is to be performed City shall have the right to modify or supplement such testing as it deems appropriate to ensure that any problems with the System Deliverable have in fact been corrected, both for the failed scenario and for use in scenarios beyond any presented in the previously failed testing. The amount of time during which City may retest the System Deliverable (the "Retest Period") shall be mutually determined by the parties based on the nature of the Deficiencies that were to have been corrected, the possibility that the corrections may have affected other functionality or performance of the System Deliverable and similar considerations, but in any event will not exceed the initial testing period. If, after such retesting (including any such modifications or supplements) has been completed for a second time, City’s Project Manager makes a good faith determination that the System or System component again fails to pass the subject testing, City’s Project Manager (or his designee) will notify Contractor, specifying with as much detail as possible

the manner in which such System Deliverable failed to pass the retesting. Such procedure shall continue for a reasonable period of time, subject to City's rights under Section 24 (Term/Termination), until such time as City notifies Contractor in writing either: (i) of the successful completion of such testing; or (ii) that City has concluded in its sole and reasonable judgment that satisfactory progress toward successful completion of such Deliverable is not being made, in which latter event City shall have the right to make a determination that a non-curable material default has occurred and to terminate this Agreement in accordance with Subsection 24.4 (Termination for Change in Control) on the basis of such default. Such a termination by City may be, in City's sole judgment, either: (i) a termination with respect to one or more System components or (ii) if City believes that the failure to pass the applicable testing affects the functionality, performance or desirability to City of the System as a whole, the entire Agreement. The foregoing is without prejudice to any other rights that may accrue to City or Contractor under the terms of this Agreement or by law. Notwithstanding anything to the contrary, no expiration of this Agreement, or termination of this Agreement or any portion thereof by either party, shall affect any of the software licenses granted to or obtained by City under the License Agreement or for any other System software that has been Accepted and paid for (excluding any holdback in the event of a termination by City under Subsections 24.5 (Termination for Bankruptcy) or 24.3 (Termination for Breach) hereunder.

2.4 ACCEPTANCE OF NON-SYSTEM DELIVERABLES

Unless otherwise agreed in writing by City, upon written notification from Contractor that any Non-System Deliverable is complete and ready for review, City's Project Manager, on behalf of the City, shall have the right to review such Non-System Deliverable for a period not to exceed Fifteen (15) business days or such other period as set forth in the Statement of Work or Project Schedule, and to either accept or reject such Non-System Deliverable based on industry acceptance standards and the acceptance criteria for such Deliverable set forth in Exhibit A (Statement of Work), the Project Control Document, or otherwise in this Agreement. If a Deliverable is rejected by City, City will deliver to Contractor a report describing in reasonable detail the reasons for rejection. Contractor shall correct the errors or defects within ten (10) calendar days after receiving such report, and City may then re-examine the Deliverable and to either accept or reject such Non-System Deliverable as set forth above. In the event that such Non-System Deliverable is again rejected, the process described in this Subsection 2.4 shall be repeated, subject to City's rights under Section 24 (Term/Termination).

3. ASSIGNMENT

Unless the Contractor obtains the advance written consent of the City, which may be granted or withheld in its discretion, the Agreement may not be assigned by Contractor. Assignment of the Agreement by operation of law or the merger or acquisition of Contractor shall be deemed to be an assignment requiring consent

of the City under this Section. Any assignment in contravention of this provision shall be void and no assignment shall relieve the assignor of any obligations under the Agreement. This Agreement shall be binding upon the Parties hereto their any respective successors and assigns.

4. AUDIT

4.1 The Contractor shall maintain, and the City shall have the right to examine and audit, all the books, records, documents, accounting procedures and practices and other evidence regardless of form (e.g., machine-readable media such as disk, tape, etc.) or type (e.g., databases, applications software, database management software, utilities, etc.), sufficient to properly reflect all costs claimed to have been incurred, or anticipated to be incurred, in performing the Agreement.

4.2 The Contractor shall make said evidence (or to the extent accepted by the City, photographs, micro-photographs, or other authentic reproductions thereof) available to the City at the City's or the Contractor's offices (to be specified by the City) at all reasonable times and without charge to the City. Said evidence/records shall be provided to the City within five (5) working days of a written request from the City. The Contractor shall, at no cost to the City, furnish assistance for such examination/audit. The Contractor and its Subcontractors and Suppliers shall keep and preserve all such records for a period of at least 3 years from and after final payment or if the Agreement is terminated in whole or in part until 3 years after the final Agreement close-out. The City's rights under this Section shall also include access to the Contractor's offices for the purpose of interviewing the Contractor's employees.

4.3 Any information provided on machine-readable media shall be provided in a format accessible and readable by the City. The Contractor's failure to provide records or access within the time requested shall preclude Contractor from receiving any payment due under the terms of this agreement until such evidence/documents are provided to the City. The Contractor shall obtain from its Subcontractors and Suppliers written agreements to the requirements of this Section and shall, upon the City's request, provide a copy of such agreements.

5. CHOICE OF LAW AND VENUE; DISPUTES

5.1 This Agreement shall be construed in accordance with and governed by the substantive law of the State of California without regard to its conflicts of laws principles.

5.2 The Parties consent to the exclusive personal jurisdiction of the Superior Court of the County of Los Angeles or the United States District Court for the Central District of California for the purpose of any and all judicial proceedings relating to the Agreement.

6. COMPLIANCE WITH LAW

At all times during the term of the Agreement and any Maintenance Agreement, Contractor shall comply with all applicable federal, state, and local laws and regulations. Upon Delivery and at all times during any Maintenance Agreement

term, Contractor shall comply with all applicable provisions of federal, state and local laws and regulations respecting the privacy and protection of information related to individuals and that all of its employees and contractors comply individually with all such laws and regulations. Contractor shall also comply with all applicable federal, state and local environmental laws, rules and regulations and all laws, rules and regulations regarding the handling, storage and disposition of hazardous substances. Contractor agrees that it and all Contractor Personnel shall at all times comply with all security regulations in effect from time to time at City's premises and shall comply with City's security policies and procedures if granted access to City's computer or communications networks.

7. CONFIDENTIALITY

7.1 Each Party ("Receiving Party") agrees that it shall not disclose the Proprietary Information of the other Party ("Disclosing Party") to any Person, except to (a) Receiving Party's employees with a need to know who are bound by agreements or employment policies restricting the right of such employees to use or disclose such Proprietary Information for any purpose other than the Project, and (b) Receiving Party's contractors who shall have executed either a Contractor standard (i) CGI Confidentiality Agreement or (ii) Third Party Software Access Agreement. As a means of clarification and not as a limitation, those subcontractors who are independent contractors hired by the City to augment its staff shall be required to execute only the CGI Confidentiality Agreement attached to the License Agreement as Appendix 1; all other contractors employed by the City shall execute the Third Party Software Access Agreement attached to the License Agreement as Appendix 2. Each Party agrees to preserve the confidentiality of the Proprietary Information of the other Party with the same level of care it uses with respect to its own Proprietary Information of a similar character, but in no event less than a reasonable level of care. The foregoing obligation does not apply to Proprietary Information (other than information regarding the City's past or present administration, employees, or constituents) which is (a) already known to the Receiving Party at the time of its receipt from the Disclosing Party, (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions, (c) is, or through no fault of the Receiving Party, has become generally available to the public, or (d) is independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Proprietary Information. Notwithstanding the foregoing, the Receiving Party may disclose Proprietary Information of the Disclosing Party to the extent that such disclosure is (i) necessary for the Receiving Party to enforce its rights under the Agreement, or (ii) required by law, including the Public Records Act, or by the order of a court or similar judicial or administrative body. In the event either Party receives a third party subpoena, notice to produce or other judicial or administrative request for disclosure, such Party shall notify the other as soon as is reasonably practicable after the receipt of such request in order to permit it to take such action as it sees fit to obtain protective orders or other relief from such disclosure. In the event that either Party breaches any obligation involving City Confidential Information or Contractor Confidential Information as described forth in this Section, the other

Party shall be entitled to seek injunctive and other equitable relief to protect, maintain, defend, enforce, and preserve its rights, in addition to any other remedies that may be available. If any provision of this Section is deemed overbroad, unreasonable, or to create such a burden that a court would otherwise find such provision unenforceable, the Parties agree that such court shall be authorized to modify such provision to the extent it believes reasonable so as to best carry out the intention of the Parties to the fullest extent allowed. The provisions of this Section shall survive the expiration or earlier termination of the Agreement.

7.2 For purposes of the Agreement, "Proprietary Information" shall mean information of any nature in any form including without limitation all writings, memoranda, copies, reports, papers, surveys, analyses, drawings, letters, computer printouts, software, specifications, data, graphs, charts, sound recordings and/or pictorial reproductions which have been reduced to written form that refer or relate to the business, methods, affairs, plans, products or prospects of the disclosing Party and are disclosed (i) in confidence, or (ii) in circumstances that would lead a reasonable person to believe that the information is confidential. All Proprietary Information provided by Contractor shall be marked as proprietary by Contractor with an appropriate legend, marking, stamp or other obvious written identification by Contractor prior to disclosure. In the event Contractor discloses its Proprietary Information to the City other than in writing, Contractor shall promptly inform the City that such information is deemed proprietary, and shall provide the City with a brief written description of such information within thirty (30) days of such disclosure, identifying therein the manner, place, and date of such disclosure and the names of the City's representative to whom such disclosure was made. Notwithstanding the foregoing, all information, the privacy or disclosure of which is protected by applicable law or regulation (such as HIPAA or FERPA or under other applicable California Codes), shall be treated as proprietary information of the person holding the interests so protected, whether or not such information is marked or otherwise identified as confidential or proprietary. The City's Proprietary Information shall include all information concerning City's past or present administration, employees, or constituents, its technology, trade secrets, methods, processes, operations or procedures or any other confidential, proprietary, financial, or business information of City that Contractor learns during the course of its performance of the Agreement. Contractor's Proprietary Information shall include, subject to the requirements of marking and reduction to writing set forth above, all information concerning Contractor's employees, its technology, trade secrets, methods, processes, operations or procedures or any other confidential, proprietary, financial, or business information of Contractor that City learns during the course of the Agreement.

8. DATA OWNERSHIP

The City is and shall remain the owner of all data provided to Contractor by the City pursuant to the Agreement. Contractor shall not use such data for any purpose other than providing Services under the Agreement, nor shall any part of

such data be sold, assigned, leased or otherwise disclosed to third parties (other than authorized subcontractors for purposes of performance of the Services) or exploited in any manner by or on behalf of Contractor. Contractor shall not possess or assert any lien or other right against such data. Contractor shall hold all such data in confidence in accordance with Section 7 (Confidentiality) of the Agreement.

9. DELIVERY

All Deliverables of Licensed Software and Documentation required or permitted under the terms of the Agreement shall be delivered from a point of transmission outside of facilities owned or operated by the City by electronic transmission, to the extent possible, via common telecommunications carrier or the public Internet to and for storage within computing hardware and electronic storage devices owned or under the control of the City. Unless otherwise requested by the City, no tangible media, Object Code or Documentation shall be delivered to the possession and/or ownership of the City. All deliveries of the Licensed Software and Documentation shall be transmitted in accordance with the following protocols.

9.1. Contractor shall establish on a computer under its direct control not owned or otherwise controlled by the City, an “FTP Site”, in which all of such Deliverables are stored in digital formats.

9.2 The FTP Site shall contain, at the minimum, a repository of the Licensed Software, including error corrections, updates and releases to be delivered under this Agreement, indexed with release dates and other descriptive information, including any Customizations to the Licensed Software.

9.3 Delivery shall be accomplished by causing the City’s development environment computing hardware to access the FTP Site over the public Internet, and request the transmission of all applicable modules for storage in the City’s development environment, so as to create a duplicate of the repository in the City’s development environment.

9.4 Alternately, either persistently or intermittently for the duration of the Project as determined by City, Contractor will be provided remote access to the City Development Environment for the purposes of delivering the software electronically.

10. EFFECT OF DISPUTE AND DISPUTE RESOLUTION

10.1 The Parties agree as follows with respect to any dispute or disagreement concerning the Licensed Software or component thereof or any of the transactions arising out of or contemplated by the Agreement: During such dispute or disagreement under the Agreement or any proceeding to resolve such dispute, pending final resolution of such dispute or disagreement, (i) Contractor shall not interfere with the access or use by the City of the Deliverables and Licensed Software, and (ii) the City shall continue to make the payments for Products and Services that are not the subject of the dispute. In addition, the Parties expressly agree that if any dispute or disagreement arises with respect to

the performance of any of either Party's obligations which would otherwise delay the schedule for either Party's performance of any of its subsequent obligations in connection with the Project or the Maintenance Agreement, to the extent technically and operationally feasible, each Party shall proceed to the performance of such subsequent obligations according to the existing schedule as if such dispute or disagreement were non-existent.

10.2 At the written request of either party, the parties will attempt to resolve any dispute arising under or relating to this Agreement through the informal means described in this Subsection 10.2. Each party will appoint a senior management representative who does not devote substantially all of his or her time to performance under this Agreement. The representatives will furnish to each other all non-privileged information with respect to the dispute that the parties believe to be appropriate and germane. The representatives will negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. Formal proceedings for the resolution of the dispute may not be commenced until the earlier of: (i) the designated representatives conclude that resolution through continued negotiation does not appear likely; or (ii) thirty (30) calendar days have passed since the initial request to negotiate the dispute was made; provided, however, that a party may file earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or to apply for interim or equitable relief.

11. FORCE MAJEURE

Neither Party shall be liable for any delay or failure to perform, to the extent caused by a Force Majeure Event provided that such Party complies with the provisions of this Section. Upon occurrence of a Force Majeure Event, the non-performing Party shall be excused from any further performance or observance of the affected obligation(s) for as long as, and to the extent that the Force Majeure Event continues and the non-performing Party (i) continues to perform to the extent practicable; (ii) takes commercially reasonable measures to mitigate the effects of the Force Majeure Event; and (iii) uses commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. Any Party whose performance is affected by a Force Majeure Event shall immediately notify the other Party by telephone (to be confirmed in writing within ten (10) Business Days of the inception of such delay) and describe in reasonable detail the circumstances causing such delay.

12. INTENTIONALLY OMITTED

13. INDEMNITY

13.1 In addition to Contractor's indemnification obligations pursuant to PSC 17, Contractor will defend and hold harmless, at its own expense, any infringement claim, demand, suit or action ("Action") by any third party against City, its departments, officers, directors, agents, employees, and affiliates for any actual or alleged infringement or violation of any United States patent, copyright, trade secret, trademark, or other proprietary rights, based on, arising out of or in any way related to City's actual or intended use, irrespective of timing of the use, of

any Deliverable or any Licensed Software or any component or part thereof, any of Contractor's equipment, systems, hardware, software, firmware, device, instrumentation, or matter used, owned or provided by Contractor (collectively, "Contractor Product"), including paying all fees and costs incurred in defending and/or required to defend against such claims, demands, suit or Action. Contractor also shall indemnify City, its departments, officers, directors, agents, employees, and affiliates against any loss, cost, expense, liability, damages, and attorneys' fees finally awarded and through and including any and all appeals against City or settlement as a consequence of such Action. The provisions of this Section shall survive expiration of termination of this Agreement.

13.2 Further, in the event that an injunction or order is issued by a Court of competent jurisdiction against City's use of any Contractor Product resulting from an infringement Action to which Contractor's defense and indemnity duties apply, Contractor shall, at its own expense either, (i) procure for City's benefit the right to continue using the Contractor Product; or (ii) replace or modify the Product so that it becomes non-infringing unless any such modification or replacement would adversely affect the specifications for the Contractor Product or its use by City. If neither option (i) nor (ii) is commercially feasible, Contractor shall refund to the City all fees paid by the City for the infringing item, less a reasonable equitable adjustment for prior use. Any such refund, however, will be in addition to Contractor's indemnification obligations under this Agreement.

13.3 Contractor is not responsible for any claimed breaches of the foregoing caused by: (i) modifications made to the item in question by anyone other than Contractor and its subcontractors working at Contractor's direction; (ii) the combination, operation or use of the item with other items Contractor did not supply if such combination, operation or use was not reasonably foreseeable by Contractor; or (iii) the City's failure to use any new or corrected versions of the item made available by Contractor pursuant to Section 13.2.

13.4 This Section states Contractor's entire obligation to the City and the City's exclusive remedy with respect to any claim of infringement and is in lieu of any implied warranties of non-infringement or non-interference with use and enjoyment of information.

14. LIMITATION OF LIABILITY

14.1 Except as set forth in Subsection 14.2 below, CGI's total liability for failing to meet any or all of its obligations under this Professional Services Agreement shall be limited to one time (1X) the value of this Contract (Professional Services Agreement).

14.2 Notwithstanding anything to the contrary, the liability limitations set forth in Subsection 14.1 above shall not apply to: (i) losses arising out of the gross negligence or willful misconduct of Contractor or any of its agents or subcontractors; (ii) any injury, death or damage to tangible personal property caused by CGI or any of its agents or subcontractors; or (iii) any claims or

demands of third parties, including, but not limited to CGI's indemnification obligations as set forth in Section 13 above.

15. IP OWNERSHIP

15.1 Except as otherwise provided in the Agreement, CGI shall own all rights, title and interest in and to the Modifications developed hereunder. CGI hereby grants to the City a perpetual, worldwide, irrevocable, nonexclusive license to use such Modifications in accordance with the terms of the License Agreement. All Modifications developed hereunder shall be governed by the terms of the License Agreement for the Licensed Software, a copy of which is attached as Exhibit M to this Agreement. CGI will provide the City all updated copies of Source Code for such Modifications.

15.2 Except as otherwise provided in the Agreement, the City shall own all rights, title and interest in and to all Deliverables developed hereunder, exclusive of Licensed Software, Third Party Products, Documentation, Modifications and CGI Proprietary and Confidential Information. The City hereby grants to CGI a perpetual, worldwide, irrevocable, assignable, sub-licensable, nonexclusive license to use the Deliverables exclusive of the City's Proprietary and Confidential Information.

16. LICENSE TERMS (ENTERPRISE)

CGI grants to the City a license to use the Licensed Software, Third Party Products and Documentation as set forth in the License Agreement, a copy of which is attached hereto as Exhibit M.

17. MAINTENANCE AGREEMENT ISSUES

CGI will provide the Maintenance services described in the Maintenance Agreement, a copy of which is attached hereto as Exhibit P.

18. ORDER OF PRECEDENCE

18.1 This Agreement, the Exhibits and Attachments attached hereto, are to be interpreted so that all of the provisions are given as full effect as possible. In the event of a conflict between these documents, the order of precedence shall be:

i. Agreement
ii. Standard Provisions for City Contracts (Rev 10/03) (Exhibit S)
iii. Statement of Work
iv. Any Exhibit or other attachment to the Agreement, exclusive of the Standard Provisions for City Contracts

19. PAYMENT TERMS

19.1 The City's payment obligations will be based upon the completion and Acceptance of Deliverables or events set forth as payment milestones in the Pricing Schedule (Exhibit L). The City will make payment within forty-five (45) calendar days after receipt of written invoice from Contractor. All invoices

submitted by Contractor must include, at a minimum, the following information, where applicable:

1. Name and address of CGI.
2. Date of the invoice and period covered.
3. Reference to City Contract Number for this Agreement.
4. Description of work performed and amount due for each Milestone, along with back up documentation for all items where cost reimbursement is sought.
5. Copy of written approval from City authorizing on-site work to be performed.
6. Payment terms, total due and due date.
7. Certification by CGI that all invoiced items are true and correct.
8. Remittance address (if different from CGI's address).

19.2 The City will retain fifteen percent (15%) of the total price shown on the Pricing Schedule for the Services and Deliverables, which amount will be paid in accordance with the terms of the Pricing Schedule.

19.3 The City may withhold payments that are subject to a good faith dispute hereunder.

19.5 PROJECT PRICE; CONTRACT SUM

19.5.1 General

The Project Price shall be the total fixed monetary amount payable by City to Contractor for supporting all of the, tasks, subtasks, deliverables, services and other work required under this Agreement, provided that nothing herein shall be deemed to preclude City from unilaterally increasing the Project Price in connection with any executed Change Notices under Section 30 or any Other Professional Services under Subsection 19.5.5 (Other Professional Services). All Deliverables completed by Contractor must be Accepted in writing by City. If City does not Accept a Deliverable in writing or Provisionally Accept such Deliverable, no payment shall be due to Contractor for that Deliverable or any associated Milestone. The Project Price, which includes all applicable taxes, transportation and other charges hereunder, authorized by city hereunder is Fourteen Million Six Hundred Sixty Seven Thousand Four Hundred and Eighty Dollars ($14,667,480). Except in accordance with a properly executed Change Notice, the Project Price shall not be adjusted for any costs or expenses whatsoever of Contractor. Except in accordance with a properly executed Change Notice, City shall have no other financial obligation to Contractor hereunder or arising herefrom.

Notwithstanding anything to the contrary, the Project Price may not be increased (e.g., pursuant to one or more Change Notices) beyond the Contract Sum without authorization from the City Council, and any purported increase beyond the Contract Sum shall be deemed void and of no force or effect. As used herein, the term "Contract Sum" shall mean Sixteen Million Eight Hundred Sixty Seven Thousand Six Hundred and Two Dollars ($16,867,602). The contingency amount, against which the City will write Change Notices, will be Two Million Two Hundred Thousand One Hundred and Twenty Two Dollars ($2,200,122)

Notwithstanding any provision of the Subsection19.5.1, contractor shall fully perform and complete all work required of Contractor in exchange for the amounts to be paid to Contractor as set forth in the Agreement.

19.5.4 City's Obligation for Future Fiscal Years

Notwithstanding anything to the contrary, (i) City's obligations hereunder are payable only from funds specifically appropriated by the City Council; and (ii) City shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of City's future fiscal Years unless and until the City Council appropriates funds for this Agreement in City's budget for each such future Fiscal Year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of the last day of the last Fiscal Year for which funds were appropriated. City will make a good faith effort to notify Contractor in writing of any such non-appropriation of funds at the earliest possible date.

19.5.5 Other Professional Services

Upon City's written request for Other Professional Services, made at any time and from time to time during the term of this Agreement, Contractor shall, within ten (10) days after receipt of City's request, prepare a written proposal in accordance with: (i) specific details regarding any Third-Party Products and additional System hardware, that will be required to implement the request; (ii) a fixed price; (iii) a schedule for implementation; (iv) Contractor's proposed staffing and anticipated number of hours for each staff member for work being completed on a time and materials basis, and (v) any other information reasonably requested by City, provided that any of or all the foregoing items may be omitted to the extent that they are not capable of being provided or are not applicable to the requested Other Professional Services. Contractor's written proposal shall be valid for sixty (60) days from submission and, at

City's discretion, shall be negotiated in accordance with the provisions of this Agreement. In the event that agreement is not reached, an additional statement of work, which provides for the performance of the requested Other Professional Services and incorporates the agreed-upon terms, will be prepared and executed by City and Contractor, and the requested Other Professional Services thereafter shall be implemented in accordance with such additional statement of work.

20. PROJECT STAFFING – CITY APPROVAL RIGHT FOR KEY STAFF

20.1 Contractor's Project Manager

20.1.1 On or before the start date for the Project as mutually determined by the City and Contractor, Contractor shall designate in writing and communicate to City, an individual as its project manager ("Contractor Project Manager"), who shall serve as a single authoritative point of contact for the Contractor during the course of its activities pursuant to the Agreement. The Contractor Project Manager shall be experienced in the customization, integration, installation and testing of the Baseline Software and project management. The Contractor Project Manager will be required to be on site at the City and engaged full time on the Project during the installation phase of the Project.

20.1.2 The selection of Contractor's Project Manager or any replacement, shall be subject to the City's prior and written approval. Such prior written approval shall be provided within seven (7) Business Days after the City receives all background information and interviews requested with respect to such individual. Contractor shall provide the City with the resume and credentials in support of the City's review of the proposed candidate. If the City does not approve the candidate suggested by Contractor, Contractor shall propose a qualified alternate(s) who shall be subject to the same approval process. Changes in Contractor's Project Manager shall be subject to the provisions of Subsection 20.2.2 of the Agreement. The Contractor Project Manager shall have authority to negotiate all Change Notices in accordance with the Change Management Process, and shall be authorized to make reasonable staff re-assignments (subject to the provisions of Subsection 20.2.2 and to make all communications to the City and its designated Project Manager as are required or convenient to the efficient progress of the Project. Nothing herein, however, shall be construed as precluding communication between subordinate persons for the purpose of consultation and cooperation, provided that no such subordinate shall have actual or ostensible authority to authorize Change Notices, except as expressly provided in the Change Management Process. The Contractor Project Manager shall be dedicated full time and on site to the Project and have the duties set forth on the Project Plan.

20.2 Other Staffing

20.2.1 Key Contractor personnel to be assigned to this Agreement are identified in the list of Key Contractor Personnel set forth in Exhibit Q which is attached hereto and made a part hereof. Exhibit Q (Core Financial List of Key Contractor Personnel) also contains a description of the location, position within the Contractor's project organizational hierarchy, and special expertise of each person identified in Exhibit Q. Key personnel will be available: 1) to perform under the terms and conditions of this Agreement immediately upon commencement of the term of this Agreement; and 2) during the go live and post implementation periods.

20.2.2 The City considers the services of the Contractor's key personnel listed in Exhibit Q (Core Financial List of Key Contractor Personnel), essential to the Contractor's performance under this Agreement. The Contractor will not reassign any key personnel without the city's prior consent. The City will have the right to approve or disapprove the reassignment of Contractor key personnel listed in Exhibit Q for any reason at its sole discretion.

20.2.3 In the event individual key personnel listed in Exhibit Q are terminated either by the Contractor or the individual, with or without case, or if individual key personnel are otherwise unavailable to perform services for the Contractor, the Contractor will provide to the City written notification detailing the circumstances of the unavailability of the individual key personnel and designating replacement personnel prior to the effective date of individual key personnel termination of unavailability date, to the maximum extent feasible, but no later than three (3) business days after the effective date of the individual key personnel termination or unavailability.

20.2.4 The Contractor recognizes and agrees that early notification of key staff unavailability and proposed replacement personnel is essential to avoiding delays in completing the services, tasks, and Deliverables established in this Agreement. The City has the right to review and approve or disapprove any personnel who are designated as key personnel. The City will act reasonably in exercising its discretion to approve or disapprove any key personnel.

20.2.5 The Contractor agrees to remove personnel from performing work under this Agreement if reasonably requested to do so by the City.

20.2.6 Notwithstanding the foregoing, upon request by the City for a change in Key Contractor Personnel, Contractor shall use commercially reasonable efforts to remove and replace such Key Contractor Personnel assigned to the Project in a timely fashion. The selection of Key Contractor Personnel, or any replacement, shall be subject to the City's prior written approval. Contractor shall provide the City with the resume and credentials in support of the City's review of the proposed candidate.

If the City does not approve the candidate suggested by Contractor, Contractor shall propose a qualified alternate(s) who shall be subject to the same approval process.

21. PUBLIC STATEMENTS

Contractor agrees that without the City's written consent neither it nor any of its employees, agents or contractors shall use the name, service marks, or trademarks of the City or of any Affiliate of the City or reveal the existence or make any public statement regarding of the Agreement, or the terms or conditions hereof or the Services or Deliverables provided hereunder, including, but not limited to in any written advertising, publicity, press release, or sales presentation. Either Party shall be entitled to make such reasonable disclosures as are required by law, including without limitation any disclosures required for compliance with the Securities Laws of the United States or any state.

22. REDUCTION IN SCOPE

To the extent that the Pricing Schedule identifies any Services or Deliverables as being subject to the City's discretion, the City may determine to eliminate one or more of such Services or Deliverables from the scope of the Project on written notice from the City within the time period, if any, set forth in the Pricing Schedule. In such event, the line item in the Pricing Schedule for such eliminated Services or Deliverables shall be automatically deemed to be deleted.

23. TECHNOLOGICAL CHANGE

As part of the Services, Contractor shall provide City access to new software or improvements to existing software (or other Contractor products), to the extent made available to Contractor's customers, that could reasonably be expected to have a favorable impact on City's business for City's evaluation and testing ("Improved Technology"). In addition, Contractor shall meet with City at least once during every 180 day period during the period in which the Agreement or any Maintenance Agreement is in force to (i) inform City of any new software or improvements to existing software information processing technology Contractor is developing or considering developing or is otherwise aware of that may be relevant to the City; and (ii) provide the City with an opportunity to provide input on technical aspects or functionality of Contractor's products.

24. TERM/TERMINATION

24.1 Termination for Funding Restriction

If the City is not appropriated adequate funds for or to continue services under the Agreement, the City shall provide written notification to Contractor of non-appropriation of funds (the "Non-Appropriation Notice"). In such event, the City shall have no further liability hereunder except with respect to payment for Services rendered and Products delivered up to the date of Contractor's receipt of the Non-Appropriation Notice. This Agreement shall terminate effective as of the date of the Non-Appropriation Notice unless the Non-Appropriation Notice specifically provides otherwise.

24.2 Termination for Convenience

The City may terminate the Agreement at any time without cause upon a minimum thirty (30) days' notice to Contractor, in which case the following provisions shall apply:

24.2.1 The notice may be effective as of a date certain or may apply only after the delivery of certain enumerated Deliverables.

24.2.2 The City shall pay to Contractor upon receipt of an invoice from Contractor otherwise complying with the Agreement, for any Services in respect of a Deliverable not yet Delivered which have actually been performed by Contractor, pro-rated on a percentage completion basis based on Contractor's reconciliation of labor actually expended compared to labor originally estimated by Contractor in constructing its bid.

24.2.3 The City shall pay to Contractor upon receipt of an invoice from Contractor otherwise complying with the Agreement, upon Delivery of any Deliverable specified to be Delivered under the notice.

24.2.4 The City shall retain the right to pay any License Fees not yet paid, in order to retain Source Code and/or Object Code license rights as provided herein.

24.2.5 No other payments shall be due to Contractor.

24.2.6 Any payments made by City to Contractor for Services that Contractor did not actually perform for City or Deliverables the City has not yet received or accepted, shall be immediately refunded to City.

24.2.7 Contractor will be paid for Out-of-Pocket Expenses incurred through the effective date of termination. In addition, unless City is terminating the Agreement for cause, Contractor will be reimbursed for the costs and expenses reasonably incurred by Contractor to terminate its performance of the services earlier than anticipated, including without limitation costs to relocate any Contractor personnel from City's site, and costs to terminate any special contracts or leases entered into for the purpose of performing the terminated Services. Contractor will use commercially reasonable efforts to minimize City's termination costs.

24.3 Termination for Breach

24.3.1 In the event that Contractor: (a) commits a material breach of the Agreement, that, if capable of being cured within thirty (30) days, is not cured within thirty (30) days after notice of breach from the City to Contractor; (b) commits a material breach of the Agreement which is not capable of being cured within thirty (30) days and fails to (i) proceed promptly and diligently to correct the breach, and (ii) cure the breach pursuant to an approved corrective action plan; or (iii) commits a material breach of the Agreement which, by its nature, cannot be cured, then the City may (without limitation on other remedies that may

be available to it under the Agreement, at law or in equity), by giving written notice to Contractor, terminate the Agreement, in whole or as to selected Deliverables or Services, as of a date specified in the notice of termination.

24.3.2 For the purposes of the foregoing provision “material breach” shall mean the failure of Contractor to perform any material obligation, including without limitation, the following:

24.3.2.1 Chronic failures to deliver Deliverables on a timely basis, without such failures being materially caused by fault of the City, a third party over which Contractor does not have the legal right to control, or a Force Majeure Event.

24.3.2.2 Breach of any warranty given pursuant to Section 27 [Warranty], which breach materially affects the ability of the City to deploy and/or use the Licensed Software.

24.4 Termination for Change in Control

In the event of a sale of all or substantially all of the assets of Contractor or sufficient equity of Contractor to effect a change in control of Contractor (such as, for example, the sale of more than fifty percent (50%) of the equity of Contractor or a transaction that results in the change in voting control), the City may terminate the Agreement on at least 60 days' notice to Contractor at any time after such change in control is effected.

24.5 Termination for Bankruptcy

If either Party ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets or, as debtor, shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then (at the option of the other Party) the Agreement and any and all Project Agreements shall terminate and be of no further force and effect. The City shall not be deemed to have ceased conducting business in the normal course in the event of a restructuring of the City.

24.6 Payment on Termination

In the event that the City terminates the Agreement or any portion thereof prior to its expiration on any basis other than for Contractor’s material breach, change in control or Failure to Progress, the City shall pay Contractor for all Deliverables Delivered prior to the effective date of termination and for partially completed Deliverables on a percentage completion basis. In the case of a termination for material breach by Contractor, the City shall not be liable for any payments on account of Deliverables not Delivered as of the effective date of such termination. In no event shall the City be liable for any future payments, costs or expenses of Contractor, incurred with respect to Services not actually performed or lost

profits. Any payments made by City to Contractor for Services that Contractor did not actually perform for City or Deliverables the City has not yet received or accepted, shall be immediately refunded to City.

24.7 Suspension

24.8.1 City's Right to Suspend

The performance of work under this Agreement may be suspended by the City, in whole or in part, for material failure of Contractor to comply with the terms and conditions of this Agreement.

24.8.2 Notice of Suspension

Any such suspension will be affected by delivery to Contractor of a written Notice of Suspension. The notice shall set forth the specific conditions of noncompliance and a reasonable period provided for corrective action, if applicable.

24.8.3 Response to Notice of Suspension

Within five (5) working days of Contractor's receipt of a written Notice of Suspension, Contractor shall reply in writing setting forth the corrective action that will be undertaken, if applicable, subject to approval by the City in writing within five (5) working days. If the City approves corrective action, the suspension will be deemed to be lifted. If the City rejects the corrective action, the parties may work together until such time as a corrective action will be approved by the City or the Agreement may be terminated pursuant to Section 24.2 (Termination for Convenience).

25. TRANSITION ON TERMINATION

25.1 In the event of a termination of the Agreement for whatever reason:

25.1.1 The City shall nonetheless continue to have all rights to use and maintain for its own benefit any and all Deliverables completed and Delivered as if no termination had taken place, subject to payment for such Deliverables;

25.1.2 If the Agreement was terminated by City, the City may request that Contractor provide services for the transition of the Project to the City or a new contractor. The City shall pay for such services at the hourly rates set forth in the Exhibit R (Core Financial Services Rates), which services will be specifically described in a separate Statement of Work to be attached to and form a part of this Agreement.

25.2 In the event of a termination, the City may thereafter engage such contractor or contractors as it determines in its sole discretion to provide any of the Services not yet provided by Contractor to the City or any other services the City determines in its sole discretion to be necessary or convenient.

26. USE OF SUBCONTRACTORS

26.1 The City will have the right to approve the Contractor's utilization of subcontractors in the event that subcontractors are proposed by the Contractor. This applies to both individuals and corporations.

26.2 The City has no obligation to any subcontractor and nothing herein is intended to create any privity between the City and the Contractor's subcontractors.

26.3 Notwithstanding the fact that the Contractor is utilizing subcontractors, the Contractor will remain responsible for performing all aspects of this Agreement and for ensuring that all work is performed in accordance with the terms and conditions of this Agreement.

26.4 No subcontractor may be engaged unless such subcontractor and each of its employees providing services on the relevant engagement certifies in writing such certifications and qualifications as are required by the City and under applicable law, and agrees in writing to guard the confidentiality of Proprietary Information of the City to the same standard of care as binds Contractor under the Agreement.

26.5 Unless covered by Contractor's insurance, use of such subcontractors shall also be conditioned on subcontractors' compliance with any insurance requirements otherwise applicable to Contractor. The City may require delivery of reasonable evidence of compliance as a condition of consent.

27. WARRANTY

27.1 WARRANTY SERVICES:

Contractor's warranty services are set forth in Subsections 27.3 (Warranty Services Response), 27.6 (Notifications of Deficiencies for Warranty Services) and 27.7 (Corrections During Warranty Periods) for the System and each component of the System and shall commence upon, and shall continue until the expiration of, the applicable Warranty Period. Contractor shall provide all maintenance services as set forth in the Maintenance Agreement throughout the Baseline Warranty Period.

27.2 WARRANTY PERIODS FOR WARRANTY SERVICES:

27.2.1 Contractor hereby warrants to City that the System, together with each component thereof, shall conform to and perform in accordance with the Specifications for the periods described as follows:

27.2.1.1 Contractor hereby warrants to City that the Baseline Software, and each component thereof, shall conform to and perform in accordance with the Specifications, for the period of time commencing upon Go-Live and continuing until ninety (90) days thereafter (the "Baseline Warranty Period").

27.2.1.2 Contractor hereby warrants to City that the Application Software Customizations, and each component of the foregoing, shall conform to and perform in accordance with the Specifications and this Agreement and shall be free from Deficiencies, for the period of time commencing upon Go-Live and continuing until Final Acceptance (the "Customization Warranty Period").

27.2.1.3 During the Customization Warranty Period, Contractor hereby warrants to City that the Conversions shall have been properly converted in accordance with the Specifications and this Agreement. Contractor further warrants that during the Customization Warranty Period the data resulting from the Conversions shall be properly formatted for use in connection with the System, provided that the City has properly performed any and all of its conversion and corresponding data-cleansing responsibilities as set forth in Exhibit A (Statement of Work).

27.3 WARRANTY SERVICES RESPONSE:

27.3.1 For any Deficiency in the System, the parties will classify such Deficiency according to the Severity Levels.

27.3.2 Upon receiving City's report of the Deficiency, Contractor shall commence and work toward corrective measures according to the parameters set forth for the applicable Severity Level. In the event that Contractor fails to correct such Deficiency within a twenty-four (24) hour period, Contractor shall, as soon as possible, provide City with a detailed explanation of the status of the problem(s) and corrective action(s) taken as well as detailed plan(s) for resolution of the problem(s). The correction of Deficiencies shall be at no cost to City during the applicable Warranty Period.

27.4 FURTHER WARRANTIES:

27.4.1 Contractor further warrants and agrees that throughout the term of this Agreement:

27.4.1.1 All Deliverables and services shall be performed in a timely and professional manner by qualified personnel.

27.4.1.2 All Deliverables and services shall be completed in accordance with this Agreement, Deliverable documentation and the Specifications.

27.4.1.3 All Documentation developed under this Agreement shall be complete, accurate and adequate to instruct City's

personnel in the functionality, use and limitations of the System, and in accordance with industry standards.

27.4.1.4 The System components shall be capable of interconnecting and interfacing with each other, and the System components, when taken together, shall be capable of delivering all of the functionality as set forth in the Specifications.

27.4.1.5 Contractor shall not cause any Unplanned (as defined below) interruption in the operations of, or accessibility to the System or any System component to City or any User. Contractor shall not introduce into the System any software, device, mechanism, or means including, without limitation, any "virus", "lockup", "time bomb", "key lock", or "worm" that has the potential or capability of causing any Unplanned interruption in the operations of, or accessibility of the System or any System component to City or any User, or which could alter, destroy, or inhibit the use of the System, any System component, any data contained therein or utilized thereby, or any other data (collectively referred to for purposes of this Subsection 27.4.1.5 as "Disabling Devices") or that has the potential or capability of compromising the security of City's or any User's confidential or proprietary information (collectively referred to for purposes of this Subsection 27.4.1.5 as "Security-Comprising Devices"). Contractor warrants and agrees that it will not purposely place, and will notify City if it becomes aware of, any Disabling Device or Security-Comprising Device on any System component provided to City under this Agreement. Contractor shall not knowingly permit any subsequently delivered System component to contain any Disabling Device or Security-Comprising Device, and will take all necessary measures to prevent the introduction of any Disabling Device or Security-Comprising Device, other than lock-offs contained on the delivered media which only prevent use of any software contained on such media other than System components. As used in this Subsection 27.4.1.5, "Unplanned" shall mean not previously and specifically (with regard to scope, time and duration) approved in advance in writing by City.

27.4.1.6 Date-Processing Warranty. All System components licensed pursuant to this Agreement (except Approved Third-Party Software, with respect to which the following warranties are made to Contractor’s knowledge only), that as of the date of initial installation at any City facility of any component of the System:

27.4.1.6.1 Each such component of the System is capable of functioning properly when used after the calendar year 2000 A.D. and that it shall operate without error relating

to date data, specifically including, without limitation, any error relating to, or the product of, date data which represents or references different centuries or more than one century. Contractor further represents and warrants that as of the date of initial installation at any City facility of any System component, each System component shall be and shall continue to be Year 2000 Compliant according to the definitions set forth below. Except for specific Interfaces as may be selected in the sole judgment of, and identified in writing by, City's Project Manager, all date processing by all System components shall include Four Digit Year Format (defined below) and shall recognize and correctly process dates for Leap Year (defined below). Additionally, except for specific Interfaces as may be selected in the sole judgment of, and identified in writing by, City's Project Manager, all date sorting by all System components that include a "year category" shall be done based on the Four Digit Year Format code.

27.4.1.6.1.1 Four Digit Year Format shall mean a format that allows processing of a four digit year date: the first two digits shall designate the century and the second two digits shall designate the year within the century. As an example, 1996 shall mean the 96th year of the 20th century.

27.4.1.6.1.2 Leap Year shall mean the year during which an extra day is added in February (February 29th). Leap Year occurs in all years (i) divisible by 400 or (ii) evenly divisible by 4 and not evenly divisible by 100. For example, 1996 is a Leap Year because it is divisible by 4 and not evenly divisible by 100. 2000 is a Leap Year because it is divisible by 400.

27.4.1.6.1.3 Year 2000 Compliant shall mean that all date data, whether within or outside of the range 1900-1999, shall be correctly processed in each level of each System component.

27.4.1.6.2 Each System component shall not abnormally end or provide invalid or incorrect results as a result of the date data, specifically including date data which represents or references different centuries or more than one century.

27.4.1.6.3 Each System component has been designed to ensure year 2000 compatibility, including, but not limited to, date

data century recognition, calculations which accommodate same century and multi-century formulas, and date values, and date data interface values that reflect the century.

27.4.1.6.4 Each System component includes "year 2000 capabilities". For the purposes of this Agreement, "year 2000 capabilities" means each System component:

27.4.1.6.4.1 Shall properly manage and manipulate data involving dates, including single century formulas and multi-century formulas, and shall not cause an abnormally ending scenario within the application or generate incorrect values or invalid results involving such dates; and

27.4.1.6.4.2 Shall provide that all date-related data interface functionalities include the indication of century. Contractor shall also pass through to City whatever year 2000 and date-data-processing warranties it receives from any manufacturer or publisher of any of the System hardware, any component of the System or any other product or service provided by Contractor hereunder. Contractor acknowledges and agrees that it is of critical importance to City that the System be fully Year 2000 Compliant, demonstrate year 2000 compatibility, and have year 2000 capabilities as set forth in this Subsection 27.4.1.6.4.2, and that any failure of any System component to conform to the warranties and representations made by Contractor pursuant to this Subsection 27.4.1.6.4.2 could result in City having to bring the System into compliance with these warranties and representations or replace the System with a system that complies with these warranties and representations, which would result in substantial monetary loss and other damages to City.

27.4.1.7 Contractor shall support all System components in their respective then-existing architecture and for their respective then-existing versions any other versions installed at any City facility for the period of time for which the City commits to purchase maintenance services from Contractor for the then-existing versions installed at the City facility.

27.4.1.8 Provided that City is paying any applicable maintenance fees for the System as set forth in the Maintenance Agreement, then all updates, enhancements, improvements, releases or versions of the System, or any component or module of such System, and all Documentation related thereto shall be provided to City, at no additional cost over and above the sums

otherwise payable by City under this Agreement, promptly after the creation thereof, and in no event later than thirty (30) days after City's request therefor.

27.4.1.9 Contractor shall not introduce any viruses in the process of Contractor's loading of the System software, loading of updates and enhancements thereto, or performance of on-line support.

27.4.1.10 Contractor is a corporation duly organized and validly existing under the laws of the State of Delaware. Contractor is qualified to conduct business in California as a foreign corporation and is in good standing with the State of California. Contractor has full corporate power and authority to own, or hold under lease, its assets and to conduct its business as is required by this Agreement. This Agreement has been duly executed and delivered by Contractor and constitutes a valid and legally binding obligation of Contractor and is enforceable against Contractor in accordance with its terms. The execution, delivery and performance of this Agreement by Contractor do not and will not: (i) conflict with, or result in a breach, default or violation of any agreement, license or other obligation of Contractor; (ii) require the consent of any other person or entity; or (iii) violate any law, rule or regulation to which Contractor is subject. Contractor and its personnel have all governmental licenses and permits necessary for the conduct of the Contractor's business, such licenses are in full force and effect, and there are no violations in respect of such licenses and permits. There are no pending adjudications, orders or other circumstances which might have an adverse effect on Contractor's ability to perform its obligations under this Agreement. Contractor has complied, and during the term of this Agreement will comply, with all laws, rules, regulations and orders applicable to the operation of the business conducted by Contractor or to Contractor's specific obligations under this Agreement.

27.5 ADDITIONAL WARRANTIES:

27.5.1 Contractor further warrants and agrees to all of the following in providing the System and services of Contractor described herein:

27.5.1.1 City shall be entitled to use the System and all System components without interruption of System use, subject only to City’s obligation to make the required payments under this Agreement. Contractor represents and warrants that this Agreement is neither subject nor subordinate to any right or claim of any third party, including, without limitation, Contractor's creditors. Further, Contractor represents and warrants that during

the term of this Agreement, it shall not subordinate this Agreement or any of its rights hereunder to any third party without the prior written consent of City, and without providing in any such subordination instrument for non-disturbance of City's use of the System and System components in accordance with this Agreement.

27.5.1.2 During the term of this Agreement, upon City's request, Contractor promptly shall supply City with then-current versions of any or all (as requested by City) Application Software Customizations, which shall include without limitation all source code, customizations, configurations and Documentation, and all other proprietary information related to the foregoing. Prior to Final Acceptance, Contractor shall deliver to City the version of the Application Software Customizations that were used in the System that passed Final Acceptance Testing, together with complete Documentation that is sufficient to instruct City's personnel on how to apply the Application Software Customizations and any necessary configurations in connection with the Baseline Software to obtain the System.

27.5.1.3 Contractor represents that it is duly authorized to grant to City all rights, including, but not limited to, license and ownership rights, granted by or under this Agreement with respect to the Licensed Software and all System components.

27.5.1.4 Upon delivery of the Baseline Software and as to Application Software Customizations, upon delivery of the Application Software Customizations the same shall comply with, and perform in accordance with, all then-applicable laws, rules and regulations. In the event of any change in any applicable Federal law, Federal rule or Federal regulation, Contractor promptly shall modify the Baseline Software, as necessary, at no additional cost to City provided City is current on maintenance, to ensure continued compliance therewith.

27.5.1.5 Subject to any duly executed Change Notices, Contractor can and will perform all of the services required of it in this Agreement and the aggregate charges by, and payments to, Contractor hereunder will not exceed the Project Price.

27.5.1.6 The components of the System: (i) are compatible and will operate with one another on the System Hardware; and (ii) when operated together will not cause any impairment in the operation or performance of any of City's other hardware or software beyond a level that would be commercially reasonable in view of the particular operations being performed by the System,

provided that the System is configured as set forth in the Specifications and is used within the capacity and sizing requirements set forth in the Specifications.

27.5.1.7 Contractor represents and warrants that all indications set forth in Exhibit A (Statement of Work) regarding whether particular features or functionality are included in the Baseline Software or need to be addressed by Application Software Customizations are true and correct.

27.6 NOTIFICATION OF DEFICIENCIES OR WARRANTY SERVICES

In the event of any Deficiency during the applicable Warranty Period, City's Project Manager will reasonably attempt to notify Contractor in writing of the problem(s) within three (3) working days, but failure by City to notify Contractor within such time period shall not affect Contractor's warranty obligations under this Agreement. Contractor shall undertake corrective action under Subsection 27.7 (Corrections During Warranty Periods) within the applicable time specified in Subsection 27.3 (Warranty Services Response).

27.7 CORRECTIONS DURING WARRANTY PERIODS:

27.7.1 Contractor further warrants and agrees that Contractor shall at no additional cost to City:

27.7.1.1 Correct any and all Deficiencies in the System identified during the applicable Warranty Period, including but not limited to supplying City with corrective code, installing such corrective code if so requested by City, and making such additions, modifications, or adjustments to the System as may be necessary to keep it operating in conformance with Specifications.

27.7.1.2 Correct any and all Deficiencies in any services provided hereunder.

27.8 BREACH OF WARRANTY OBLIGATIONS:

In the event Contractor fails timely to perform its obligations set forth in this Section 27, then City may, after written notice thereof to Contractor and in the event Contractor, after a reasonable time, has still failed to perform such warranty obligations, perform any required correction, replacement or other work and either invoice or debit Contractor (at City's option) therefor at City's direct actual cost of outside labor and materials and City's burdened (including, without limitation, salary, employee benefits and reimbursement policies) rates for labor. Any such debit may be made against any amounts owed by City to Contractor under this Agreement or otherwise.

27.9 THIRD-PARTY SOFTWARE:

27.9.1 Contractor shall not incorporate into the Customizations, the System generally, or any other software or documentation provided to City hereunder or in connection herewith any software or other materials owned by any third party (the "Third-Party Software") without City's prior written consent to each specific element of Third-Party Software proposed to be incorporated and to the specific use thereof, which consent may be withheld or conditioned in City's sole and absolute discretion after full disclosure by Contractor of all material information pertaining thereto. In connection with any request for such consent, Contractor shall provide to City in writing all material information pertaining to such proposed Third-Party Software and the incorporation thereof. Contractor hereby represents and warrants that, upon Final Acceptance of the System, no portion of the System, other than any Third-Party Software approved by City in accordance with the preceding sentence ("Approved Third-Party Software"), will be owned by any third party. The parties acknowledge and agree that the Pre-Approved Third-Party Software shall be provided by Contractor pursuant to this Agreement, is Approved Third-Party Software, and shall be utilized in the System.

27.9.2 Except as specifically approved in writing by City with respect to the specific details thereof: (i) Contractor shall use the Baseline Software in the form generally provided by Contractor to its other licensees; (ii) Contractor shall make no modifications or changes to the source code or object code for the Baseline Software that would cause the Baseline Software to differ from the standard software licensed by Contractor; (iii) all Application Software Customizations and the associated Documentation shall be designed to and shall be capable of allowing City to reapply the Application Software Customizations on top of the standard Baseline Software provided by Contractor and any future versions thereof; and (iv) Contractor shall not modify the source code, object code or other content of any Approved Third-Party Software. In connection with any request for such approval, Contractor shall provide to City in writing all material information pertaining to such request.

27.9.3 In the event City so approves any modification by Contractor to any Approved Third-Party Software, Contractor shall promptly, at no cost to City, either: (1) obtain a license from the appropriate third party which shall enable Contractor to so modify such Third-Party Software, and Contractor shall provide all necessary modifications; or (2) to the extent that Contractor is unable to obtain such a license, provide an upgrade or alternative solution which is functionally equivalent, in City's Project Manager's reasonable determination, in lieu of modifying such Third-Party Software.

27.9.4 Contractor represents and warrants that, to the best of its knowledge after exercise of due diligence, it has delivered to City true, accurate and complete copies of the end user license agreements for the Pre-Approved Third-Party Software, where such end user license agreements are required. The parties acknowledge and agree that the license fees for the Pre-Approved Third-Party Software are included in the Project Price.

27.9.5 City acknowledges that it may have to execute certain third-party license agreements with respect to any additional Approved Third-Party Software that Contractor proposes to use during the course of the Project. To the extent that any such additional Approved Third-Party Software license agreement conflicts with this Agreement as it applies to City's right to use or modify the System, Contractor shall take all necessary action and pay all sums required to provide City with all of the rights to use and modify the System afforded by this Agreement.

27.9.6 Contractor represents and warrants that whether or not any Approved Third-Party Software license agreements are required to be executed or entered into by City, Contractor shall procure for City, at no additional cost to City, perpetual licenses of all Approved Third-Party Software that permit the use and modification of the System in accordance with all of the terms of this Agreement.

27.9.7 Contractor acknowledges and agrees that the licenses acquired and delivered to City pursuant to this Subsection 27.9 do not and shall not in any way limit the rights granted to the City pursuant to the License Agreement.

27.10 RESPONSE TIME WARRANTIES:

Contractor warrants that, for a period beginning at Go-Live and ending upon Final Acceptance (the "Response Time Warranty Period"), the Response Times of the System, when operated in accordance with the Specifications and on the System hardware, shall not exceed the time values set forth in Exhibit I (Core Financial Technical Architecture) to Exhibit A (Statement of Work) (the "Response Time Warranties"), when subjected to the loads indicated in connection with each required Response Time. As used herein, the term "Response Time" shall mean the Transaction Processing Response Time, as such term is used in Exhibit I (Core Financial Technical Architecture). The process set forth in Exhibit I (Core Financial Technical Architecture) shall be used to monitor Response Time compliance.

27.11 WARRANTY DISCLAIMER:

THE WARRANTIES SET FORTH IN THIS Section 27 AND THE WARRANTIES CONTAINED ELSEWHERE IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INTEGRATION, PERFORMANCE AND ACCURACY *AND* ANY IMPLIED WARRANTIES ARISING FROM STATUTE.

28. INCORPORATION OF APPENDICES

The following Exhibits are hereby incorporated into and made a part of this Agreement wherever referred to as though set forth at length, except where certain portions of specific exhibits have been deleted or superseded by other Sections of this Agreement.

- Exhibit A: Core Financial Statement of Work
- Exhibit B: Core Financial Deliverables Definition
- Exhibit C: Core Financial Project Schedule and Plan
- Exhibit D: Core Financial Business Requirements
- Exhibit E: Core Financial Software Modifications
- Exhibit F: Core Financial Interfaces
- Exhibit G: Core Financial Conversions
- Exhibit H: Core Financial Reports
- Exhibit I: Core Financial Technical Architecture
- Exhibit J: Core Financial Training Volumes
- Exhibit K: Core Financial Assumptions
- Exhibit L: Core Financial Pricing Schedule
- Exhibit M: Core Financial Software Licenses (Copy of Amended and Restated Proprietary Software License Agreement)
- Exhibit N: INTENTIONALLY OMITTED
- Exhibit O: INTENTIONALLY OMITTED
- Exhibit P: Core Financial Maintenance (Copy of Maintenance Agreement)
- Exhibit Q: Core Financial List of Key Contractor Personnel
- Exhibit R: Core Financial Services Rates.
- Exhibit S: Standard Provisions for City Contracts (Rev 10/03)

29. DEFINITIONS

a. “Acceptance” (and the various tenses of the word): Shall mean the City’s written approval of any Deliverables or Services provided by CGI to the City.

b. “Acceptance Test”: Shall mean the conduct of the series of tests and protocols specified in the Statement of Work for a particular Deliverable, the successful completion of which signify the successful delivery of such Deliverable. In the case of a Non-System Deliverable, the Acceptance Test for such Deliverable shall mean the review by the City of such documentary Deliverable and written notice from the City that such Deliverable complies

in all material respects with the requirements for such documentary Deliverable.

c. “Affiliate”: Shall mean any entity controlled by, controlling, or under common control with, a Party, where "control" means the possession of the power, directly or indirectly, to direct the management and policies of a Party whether through the ownership of voting securities, contract or otherwise.

d. “Agreement”: Shall mean the text of the definitive agreement that will be the product of the following: (i) the approval by the City of a proposal submitted by the selected Contractor; and (ii) the subsequent negotiations between the parties to conclude an agreement for the Services described and set forth in the Exhibits and Schedules as specified herein.

e. “Baseline Software” or “AMS Advantage Software”: Shall mean the commercially available versions of the CGI proprietary software identified in Exhibit A to the License Agreement and any upgrades, enhancements, or new versions issued by Contractor from time to time hereafter prior to Project Completion and during the term of the Agreement.

f. “Business Day”: Shall mean a day in which general business operations of the City are conducted, but shall not include any day in which the general business offices of the City are closed. All other references to “days” refer to calendar days.

g. “Change Notice”: Shall mean a modification or clarification of the Statement of Work, Services or Deliverables that is duly adopted by the Parties in accordance with the Change Management Process.

h. “Change Notice Impact Criteria”: As used herein, the term "Change Notice Impact Criteria" shall mean: commercially reasonable efforts to minimize cost and schedule impact of the requested change, with services to be provided at a blended rate of $160.00 per hour – inclusive of all travel and living expenses and Out of Pocket expenses.

i. “Change Management Process”: Shall mean the provisions relating to processes for the modification or amendment of the Statement of Work or the Specifications as set forth in the Statement of Work.

j. “City”: Shall mean the City of Los Angeles, each and every subdivision or unit thereof constituted now and in the future (including territories within Los Angeles County, California not currently serviced by the City of Los Angeles and other entities with whom the City of Los Angeles contracts to provide services to the City’s constituents), and each and every entity succeeding in the future to the responsibility of the City of Los Angeles (including such other entities described in this definition) to provide services to the City’s constituents.

k. “City Council”: Shall mean the City Council of the City of Los Angeles, as the same is constituted from time to time.

l. “City-Supplied Software”: Shall mean and include any computer programs specified in the Statement of Work to be supplied by the City other than through Contractor or its agents, either for use during development or after Go-Live.

m. “Commencement Date”: Shall mean the date that is one (1) Business Day after the City provides Contractor with written notice that the City Council has approved the Agreement and the Agreement has been executed and delivered by the City.

n. “Contractor Personnel”: Shall mean Contractor’s employees and Contractor’s approved subcontractors performing the Services.

o. “Conversions”: Shall mean those data conversions required to be performed by CGI under this Agreement and identified in Exhibit G.

p. “Critical Deliverable”: Shall mean a Deliverable specifically identified in the Statement of Work as a “Critical Deliverable”.

q. “Customizations”: Shall mean the modifications to the Baseline Software as identified in Exhibit E.

r. “Deficiency”: Shall mean a material deviation of the Licensed Software from its Specifications.

s. “Deliverable”: Shall mean any unit of work or item of work product required to be delivered by Contractor to the City in the Statement of Work.

t. “Delivery”: Shall mean the delivery of a Deliverable shall be deemed to have taken place (or the Deliverable shall have been deemed “Delivered”) as follows:

    i. In the case of items to be delivered in tangible form, upon the transfer of possession of the item to the control of the respective City personnel designated to receive such possession at the designated time and place, or if no place is designated at such person’s office.

    ii. In the case of items to be delivered by electronic transmission, upon the successful completion of such transmission to the designated City computer and verification of the accuracy of such transmission.

    iii. In the case of items for which payment is conditioned upon the completion of an Acceptance Test, then, upon the certification by the designated agent or employee of the City that such Acceptance Test has been completed to the satisfaction of such agent. If Contractor disagrees with the City’s determination of whether an Acceptance Test has been completed, it may submit the matter to dispute escalation pursuant to Section 10.

    iv. In all other cases, upon the completion of the Services encompassed by such Deliverable in all material respects as set forth in the applicable schedule or Exhibit to the Agreement.

u. “Documentation”: Shall mean all material, other than Object Code and Source Code, that relates to the operation, installation, maintenance, and actual or potential upgrade or modification of the Licensed Software, including without limitation, instruction manuals, technical manuals, specifications, flow charts, templates, forms, software release notes and data dictionaries, regardless of whether such material is visually readable or recorded electronically.

v. “Due Date”: Shall be the deadline date for the delivery or completion of a Deliverable or a Service under the Agreement.

w. “End User”: Shall mean an individual authorized by the City to access or use the Licensed Software.

x. “Force Majeure Event”: Shall mean fire, flood, earthquake, elements of nature or acts of God; acts of war, terrorism, riots, civil disorders, rebellions or revolutions; strikes, lockouts, or labor difficulties, equipment failures, computer viruses, malicious acts of third parties, interruption of telecommunications service; or any other similar cause, provided that such cause is beyond the reasonable control of the affected Party, that could not have been prevented by reasonable precautions of the kind ordinarily taken by well-managed firms engaged in such Party’s line of business (such as, by way of illustration and not limitation, regular software backups and regular use of commercial anti-virus software, but not including duplicate or parallel computer systems or on or off-site backup or disaster recovery equipment).

y. “Go-Live”: Shall mean the first day of the use of the System in live production operations.

z. “License Fees”: Shall mean those fees designated in Exhibit A to the License Agreement.

aa. “Licensed Software”: Shall mean the computing software described in the Statement of Work and the Specifications, including without limitation software developed hereunder, Third Party Products, and the AMS Advantage software and/or Third Party Products licensed pursuant to the License Agreement, a copy of which is attached as Exhibit M, , but not City-Supplied Software.

bb. “Maintenance Agreement”: Shall mean the Maintenance Agreement attached hereto as Exhibit P.

cc. “Milestone”: Shall mean each item identified in Exhibit L (Core Financial Pricing Schedule) for which a payment is due upon completion and Acceptance in writing by the City.

dd. “Modifications”: Shall mean any and all modifications, customizations, improvements, additions and alterations to the Baseline Software made under the Agreement.

ee. “Non-System Deliverable(s): Shall mean any Deliverable or portion thereof to the extent not including any component of the System.

ff. “Object Code”: Shall mean the form of a computer program that may be loaded for execution without intervening process other than the use of a program loader, linkage editor or similar computer program.

gg. “Other Professional Services”: Shall mean all professional services related to the System which CGI is not otherwise obligated to perform under this Agreement.

hh. “Out of Pocket Expenses”: Shall mean Contractor’s actual and reasonable expenses for any Third Party Products and/or System hardware provided to the City and for any other items required or requested by the City in connection with the subject work, but excluding any travel and/or living expenses.

ii. “Party”: Shall mean the City and/or Contractor, as the context requires.

jj. “Platform Software”: Shall mean any computer program required for the operation, installation, debugging or maintenance of another program, including without limitation, operating systems, database management systems, compilers, interpreters, runtime or execution environments, development environments and the like.

kk. “Pricing Schedule”: Shall mean the schedule of prices and payments attached hereto as Exhibit L.

ll. “Production”: Shall mean the use of the Licensed Software or, as the context may require, any component thereof in the ordinary course of the operations of the City. Use in Production will not include operation of the Software in the City’s test environment or for testing purposes, even if such tests involve the use of the Licensed Software or any component thereof by actual End Users in actual City operations.

mm. “Project”: Shall mean and include all work to be performed by Contractor or its contractors under the terms of the Agreement, including without limitation all Services and all intangible and tangible Deliverables.

nn. “Project Completion”: Shall mean the completion of all Project Phase Completions and all Deliverables and Services under the Statement of Work and the successful completion of all Acceptance Tests for all Deliverables and Services.

oo. “Project Control Document”: Shall mean a project control document approved by the City pursuant to Exhibit A (Statement of Work).

pp. “Project Phase” and “Project Phase Completion”: Shall mean, in the case of the term “Project Phase,” one of the eleven major phases of the Project identified in the Statement of Work, and “Project Phase Completion” means the completion of a Project Phase (upon completion of Acceptance Tests for such Phase).

qq. “Project Plan”: Shall mean the Project Plan to be developed by the Parties pursuant to the Statement of Work outlining the schedule for performing the Services and Deliverables under the Agreement.

rr. “Severity Level”: Shall mean a particular level identified in the table immediately below as determined by the type of Software incident.

Severity	Definition	Response Times
1 - Critical	A problem with CGI supported Software causing critical impact to the customer’s business operation. No workaround is immediately available and work using the Software can not continue.	15 minutes or less from the time the customer notifies Client Support.
2 - Serious	A problem with CGI supported Software causing significant impact to the customer’s business operation. A workaround is available but is unacceptable on a long term basis.	2 hours or less from the time customer notifies Client Support.
3 - Moderate	A problem with CGI supported Software that impairs some functionality, but a practical workaround exists.	2 hours or less from the time customer notifies Client Support
4 - Minor	A problem that does not affect any functionality of the Software.	2 hours or less from the time customer notifies Client Support

ss. “Services”: Shall mean and include all services to be performed or provided by Contractor pursuant to the Agreement and any Schedules and Exhibits hereto, including without limitation, software development, maintenance, testing, project management, consultation, and provisioning of Third Party Products, whether under the initial Statement of Work or any Change Notice.

tt. “Software”: Shall mean the Licensed Software and Modifications.

uu. “Source Code”: Shall mean and include all forms of Licensed Software, other than Object Code, including without limitation, any tools necessary to maintain or modify the Licensed Software, the instruction sequences in whatever language written, internal documentation, job control languages, scripts, configuration and data files required for the compilation, debugging, linkage editing, loading, and maintenance of the Object Code of such Licensed Software, but not including Platform Software, unless expressly so provided.

vv. “Specifications”: Shall mean the complete set of requirements and specifications for the Licensed Software as finalized in accordance with the Agreement and which shall also include the specifications listed in Exhibit M.

ww. "Statement of Work": Shall mean the statement of work attached hereto as Exhibit A, as the same shall be modified or amended in accordance with the terms of the Agreement and/or the Change Management Process.

xx. "System": Shall mean the integrated system that consists of the Baseline Software, Third Party Products, Conversions, Customizations and Interfaces.

yy. "System Deliverable": Shall mean any software Deliverable or portion thereof to the extent including one or more components of the System.

zz. "Third Party Products": Shall mean any computer program supplied to the City by a Person other than Contractor, which is required for the operation of the Licensed Software and listed in the Statement of Work and/or the License Agreement.

30. CHANGE NOTICES AND AMENDMENTS

30.1 The parties may mutually agree to change any portion of the work required under this Agreement and any other provisions of this Agreement. All such changes shall be accomplished only as provided in this Section 30.

30.2 For any change (including any supplement) requested by City prior to Final Acceptance that is within the permissible scope of a Change Notice, Contractor shall, within five (5) days after notification of City's change request, prepare a written proposal in accordance with the Change Notice Impact Criteria which includes: (i) specific details regarding any Third-Party Software and additional System hardware that will be required to implement the requested change; (ii) a statement of the impact on the System; (iii) a fixed price; (iv) a statement of the impact on the Project Schedule, if any; (v) Contractor's proposed staffing and anticipated number of hours for each staff member; and (vi) any other information reasonably requested by City. Contractor's written proposal shall be valid for sixty (60) days from submission and, at City's discretion, shall be negotiated in accordance with the Change Notice Impact Criteria and the provisions of this Agreement. In the event that agreement is reached, a Change Notice, which incorporates the requested change and the agreed-upon terms thereof, shall be prepared and executed by City and Contractor, and the requested change therefore shall be implemented in accordance with such Change Notice. Any change that is outside of the permissible scope of a Change Notice shall only be effective if authorized by the City Council and executed by the Office of the Mayor.

30.3 Notwithstanding anything to the contrary, changes to any portion of the Agreement shall be made by a written agreement executed by duly authorized representatives of City and Contractor.

30.4 Notwithstanding any other provision of this Section 30 or Subsection 24.2 (Termination for Convenience), City's Project Manager shall take all appropriate

action to carry out any orders of the City Council relating to this Agreement, and, for this purpose, in addition to any other authority expressly granted to City's Project Manager in this Agreement, City's Project Manager is authorized to: (1) issue written notice(s) of partial of complete termination of this Agreement pursuant to Subsection 24.2 (Termination for Convenience) in accordance with the following restrictions, but otherwise without further action by the City Council or Office of the Controller; and (2) prepare and sign Change Notices in accordance with the following restrictions, but otherwise without further action by the City Council or City's Purchasing Agent.

Such notices of partial or complete termination shall be deemed authorized only after all of the following conditions have been satisfied:

30.4.1 Change Notices shall be in compliance with this Agreement and with all applicable City laws, rules, regulations, ordinances, guidelines, and directives.

30.4.2 City's Project Manager shall obtain the approval of City Council for any Change Notice that exceeds the Contract Sum.

30.4.3 Unless approved by the City Council, the Project Price may not be increased to any amount in excess of the Contract Sum or extend the due date for Milestone 4.3.7 (Go-Live), as set forth in Exhibit C (Project Schedule and Plan), for more than 60 days.

31 SOLICITATION FOR EMPLOYMENT

During the term of this Agreement and for twelve months after its expiration or termination, neither party will, either directly or indirectly, solicit for employment by itself (or any of its affiliates) any employee of the other party (or any of its affiliates) who was involved in the performance of the party's obligations under this Agreement, unless the hiring party obtains the written consent of the other party.

[Signature page follows.]

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

THE CITY OF LOS ANGELES

By _____

Date _____

CGI TECHNOLOGIES AND SOLUTIONS INC.

By _____

Date _____

APPROVED AS TO FORM:

Rockard J. Delgadillo, City Attorney

By _____
Edward M Jordan
Deputy City Attorney

Date _____

CGI TECHNOLOGIES AND SOLUTIONS INC.

By _____

Date _____

ATTEST:

Karen E. Kalfayan, City Clerk

By _____
Deputy City Clerk

Date _____

City Business License Number _____

Internal Revenue Service Taxpayer Identification Number _____

Agreement Number _____

TABLE OF CONTENTS

EXHIBIT A: CORE FINANCIAL STATEMENT OF WORK 1

AMS ADVANTAGE® IMPLEMENTATION METHODOLOGY 3

Envision Phase 4

Build Phase 5

Achieve Phase 8

PROJECT MANAGEMENT 9

Initial Project Planning 9

Project Management and Status Reporting 10

ENVISION PHASE 13

Technical Assessment 17

Establish Prototype Environment 18

Product Training 19

Technical Training 20

Application Prototype Preparation/Business Process Review 21

Functional Analysis (Application Prototyping and Fit-Gap Analysis) 21

Implementation Assessment 23

Implementation Analysis Document 26

Organizational Change Management Plan 26

Documentum Implementation Strategy for FMS 27

BUILD PHASE 28

Establish Technical Environments 33

Establish Production Technical Platform 35

Production Software Configuration 35

Software Construction 36

Advantage-Documentum Implementation Support....42
Security & Workflow Testing....42
Application Testing....43
Volume/Stress (Performance) Testing....44
Training and Knowledge Transfer....45
Documentation....46
Business Process Re-engineering....46
Organizational Change Management....47
Transition Management....47
ACHIEVE PHASE....48
Mock Conversion and Production Data Conversion....49
Cutover to Production Operations....50
Post-implementation Support....50
CAFR Reports Development & Implementation Support....52
PROJECT PLAN ROLES AND RESPONSIBILITIES....52

ATTACHMENTS

Exhibit B: Core Financial Deliverables Definitions

Exhibit C: Core Financial Project Schedule and Plan

Exhibit D: Core Financial Business Requirements

Exhibit E: Core Financial Software Modifications

Exhibit F: Core Financial Interfaces

Exhibit G: Core Financial Conversions

Exhibit H: Core Financial Reports

Exhibit I: Core Financial Technical Architecture

Exhibit J: Core Financial Training Volumes

Exhibit K: Core Financial Project Assumptions

Exhibit L: Core Financial Pricing Schedule

Exhibit M: Core Financial Software Licenses (copy of Amended and Restated Proprietary Software License Agreement ("License Agreement"))

Exhibit N: INTENTIONALLY OMITTED

Exhibit O: INTENTIONALLY OMITTED

Exhibit P: Core Financial Maintenance (copy of Proprietary Software Maintenance Agreement ("Maintenance Agreement"))

Exhibit Q: Core Financial Staffing

Exhibit R: Core Financial Services Rates

EXHIBIT A: CORE FINANCIAL STATEMENT OF WORK

The City's Financial Management System (FMS) Project engages CGI to implement AMS Advantage Financial® 3.x functionality including Accounts Receivable, Cost Accounting (including Grant Accounting and Project Accounting), General Ledger, Accounts Payable, and the associated Financial Data Warehouse for the City. This SOW details the tasks, deliverables, and system functionality to be implemented and/or delivered during the FMS Project.

The following topics are discussed in this Statement of Work (SOW):

- AMS Advantage® Implementation Methodology
- CGI Implementation Services
- Project Management
- Envision Phase
  - Technical Assessment
  - Prototype Environment
  - Product Training
  - Technical Training
  - Functional Analysis (Application Prototyping and Fit-Gap Analysis)
  - Implementation Assessment
  - Implementation Analysis Document
  - Documentum Implementation Strategy for FMS
  - Organizational Change Management Plan
- Build Phase
  - Establish Technical Environments
  - Establish Production Technical Platform
  - Production Software Configuration
  - Software Construction
  - Advantage-Documentum Integration - General Design
  - Advantage-Documentum Implementation Support
  - Security & Workflow Testing
  - Application Testing
  - Volume/Stress (Performance) Testing
  - Training and Knowledge Transfer
  - User and System Documentation
  - Business Process Reengineering
  - Organizational Change Management
  - Transition Management
- Achieve Phase

    - Mock Conversion and Cutover Rehearsal
    - Cutover to Production Operations
    - Post-implementation Support
- Project Plan Roles and Responsibilities

This SOW specifies the obligations for CGI to deliver to the City the functioning modules and deliverables supporting the City's business requirements as described in Exhibit D: Core Financial Business Requirements and specified in the FMS Deliverables Definitions in Exhibit B: Core Financial Deliverables Definitions. Key project assumptions are provided as Exhibit K: Core Financial Project Assumptions of this SOW. The Technical Architecture assumptions pertaining to the Core Financial component of the FMS Project are provided as Exhibit I: Core Financial Technical Architecture.

For purposes of this SOW, Financial means the AMS Advantage Financial application and the 3rd Party products identified in Exhibit M: Core Financial Software Licenses.

The City's major objectives are:

- Upgrade the City's financial system to a modern, relational data base system based upon current technology
- Migrate to a web-based environment thereby lowering workstation maintenance costs
- Enhance financial reporting presentation capabilities
- Improve Cost Accounting capabilities to enhance state and federal reimbursements
- Improve tools for data analysis
- Provide electronic workflow capabilities to reduce management workloads and enforce business policies and procedures
- Replace FMIS General Ledger with Advantage 3 General Ledger
- Implement current best practices in Government accounting
- Replace ARS with Advantage 3 Accounts Receivable
- Replace FMIS Accounts Payable with Advantage 3 Accounts Payable
- Replace FMIS and CCAS Cost Accounting with Advantage 3 Cost, Grant and Project Accounting
- Improve service delivery to customers
- Improve the efficiency of City operations and its ability to manage them
- Reduce/eliminate paperwork and redundant manual processes
- Improve the effectiveness of City business processes
- Increase accountability and transparency to the public in the use of public funds
- Provide better data for decision-makers and stakeholders at all levels.

CGI shall follow a deliverables-based project management approach to validate the City's business requirements, work with the City to establish the To-Be business processes, and configure or customize the AMS Advantage Financial software application to support the City's

business requirements as stated in Exhibit D: Core Financial Business Requirements of this SOW.

The project tasks and activities shall generally follow the project plan outlined in this SOW (Exhibit C: Core Financial Project Schedule and Plan). It is the intent of this SOW and associated project plan to describe the work that will be performed to achieve a 'go-live' date of July 1, 2010.

AMS Advantage® Implementation Methodology

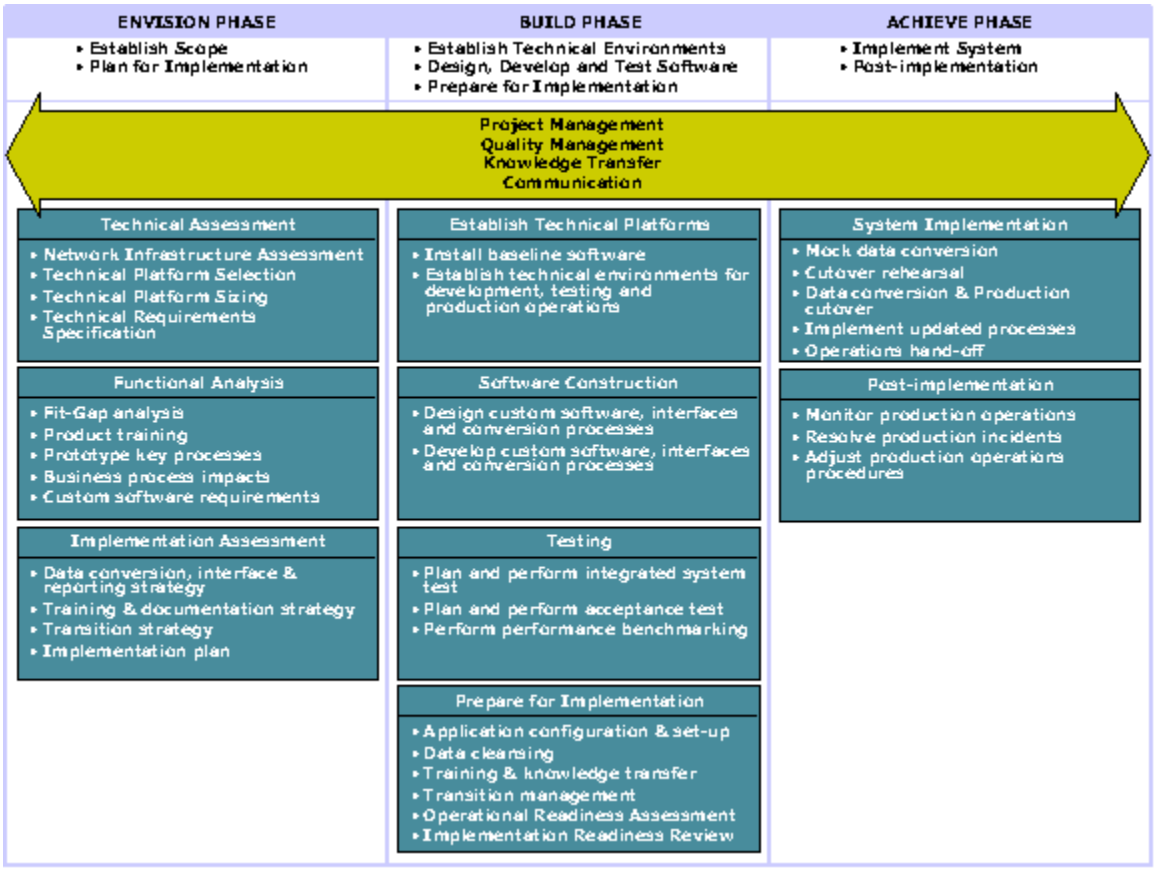
CGI will use project management principles based on prior experience in large-scale implementation projects for the implementation of the AMS Advantage Financial System at the City. This methodology takes into account elements impacting the FMS project schedule internally such as design, development, and testing and the external dependencies and success factors impacting the overall progress and effectiveness of an engagement.

The AMS Advantage Implementation Methodology is comprised of three major phases:

- **Envision** – The Envision Phase develops the blueprint for the implementation, which consists of process models, workflow models, and system architectures. The Envision Phase provides the due diligence necessary for planning and establishing the overall scope and strategy for implementing AMS Advantage Financial in the City's business and technical environment.
- **Build** – The Build Phase encompasses activities related to software development (custom modifications, custom reports, system interfaces, and data conversion programs), and the planning and execution of implementation components such as hardware and software installation, configuration and set-up, acceptance, testing, training and preparations for system implementation.
- **Achieve** – The Achieve Phase integrates the system components established in the Build Phase with the City's ongoing business. It is comprised of the data conversion and production cutover activities (e.g., scheduling of offline cycles nightly, weekly, and on-demand jobs), and the implementation of production support resources (e.g. help desk, application support and configuration management). It then transitions into post-implementation activities, which include monitoring performance in production operations, resolving production incidents, and providing development support for the City's first CAFR reports using FMS software, tools, and data as applicable for meeting the City's requirements as stated in Exhibit D: Core Financial Business Requirements.

This methodology provides a guideline for planning and executing the implementation activities, as well as establishing a plan for supporting AMS Advantage Financial in production operations. Exhibit A–1.1 summarizes the sets of activities for each phase of the AMS Advantage Implementation Methodology.

Exhibit A–1.1 Implementation Methodology



Envision Phase

The objectives of the Envision Phase are to establish the scope of the implementation effort and to plan for the implementation activities. To that end, the Envision Phase encompasses a Fit-Gap Analysis to determine the level of software modification required, assessments of the technical requirements, and considerations for implementing AMS Advantage Financial. It is a goal of the Envision Phase to minimize custom software modifications by leveraging the robust configurability and the best practices incorporated in AMS Advantage Financial. The Envision Phase is comprised of the following major sets of tasks:

- Technical Assessment – The objective of the Technical Assessment is to establish a technical architecture and plan for the implementation of AMS Advantage Financial in production operations. CGI will evaluate the technical infrastructure requirements for implementing AMS Advantage Financial based on input and information provided by the City's technical staff. Requirements such as network configuration and application security, application and database server sizing and configuration, and disk storage and configuration will be assessed. The result of the technical assessment is a Technical Specifications Document describing the technical platform, including the supporting hardware, software and network requirements for implementing AMS Advantage Financial and infoAdvantage.

- Functional Analysis – The objective of the Functional Analysis is to determine the level of fit between the City's current business processes and AMS Advantage Financial functionality by performing application prototyping based on the City's documented business requirements. A Fit-Gap Analysis of the prototype results will then be performed to determine the modifications required to both the AMS Advantage Financial application and to the City's business processes. The four key deliverables from the Functional Analysis are the established Prototype Environment, Prototype Scripts, draft Requirements Traceability Matrix, and a Fit-Gap Analysis Document.

- Implementation Assessment – The objective of the Implementation Assessment is to analyze requirements and create strategies for data conversion, system interfaces, reporting and inquiry, training, documentation, security and workflow, software modification, business process improvement, and transition to AMS Advantage Financial. These strategy documents will establish the implementation scope and document the approach as to how each area will be implemented within the scope of the FMS Project. The strategy documents will be the basis for developing detailed plans for each area during the Build Phase.

The results of the analysis performed and the work products developed during the Functional and Implementation Assessments will be accumulated into and summarized in an Implementation Analysis Document deliverable. The Implementation Analysis Document will also include an updated Requirements Traceability Matrix (RTM), Implementation Plan and Implementation Roadmap that takes into account the results of the Technical, Functional, and Implementation assessment activities.

The Envision Phase for the FMS Project will also include activities related to the visioning, planning and development of an initial Organizational Change Management Plan.

Build Phase

Following the Envision Phase, the Build Phase is organized into the following sets of tasks:

Establish Technical Platforms for development, testing, and production operations. This set of activities includes installing baseline AMS Advantage Financial, infoAdvantage, system software (operating systems and database management system), hardware, and network in each of the environments specified in the Technical Specifications Document. This set of tasks also presents an opportunity for knowledge transfer to the City's technical staff as they are trained and assist in the installation of AMS Advantage Financial and its Third Party Software.

- System Configuration and Set-Up. AMS Advantage Financial incorporates highly configurable functionality to address City-specific requirements. This flexible architecture of AMS Advantage Financial will be a key factor in minimizing custom software modifications. The flexible chart of accounts, configurable budget structures, customizable workflow rules, and budget controls will allow the City to configure the system, control tables, and workflow notification/approval processes to meet its unique business rules. During the Envision Phase, database configurations and workflow rules will be identified and documented. In the Build Phase, application configuration and set-up entails the actual creation of the fundamental data structures and controls required by the City to support its financial management requirements.

- Software Construction (Design and Development) of custom software and reports identified from the Envision Phase, as well as conversion maps and routines, system interfaces and conversion processes. Functional and Technical Designs will be developed for every custom software modification made to AMS Advantage Financial. Similarly, designs will be developed for reports, system interfaces, and data conversion processes. Once these designs are approved, the custom software, reports, system interfaces, and data conversion processes will be developed and unit tested. These work products will be developed with software development tools included in the AMS Advantage Financial product offering (e.g. Versata Design Studio, Business Objects, and Pervasive Data Integrator). CGI will also train City staff in performing some of the software modifications and in applying the software modifications during the subsequent software releases.

- Testing is comprised of activities to perform six (6) types of tests: Unit Test, System Test, Integrated System Test, User Acceptance Test & Regression Test, Volume/Stress Test (Performance), and Security & Workflow Test as described in the exhibit below.

Exhibit A–1.2 Testing Types

Type of Test	Description
Unit Test	Performed upon completion of software development by the developer to verify the software modification, report, system interface, or conversion routine performs as described in the Functional and Technical Designs.
System Test	Performed by CGI analysts upon completion of software development and unit testing to verify that the software customization performs as described in the Functional Designs. Regression test scenarios are included in the System Test scripts and results to confirm that changes to the system have not adversely impacted baseline functionality.
Integrated System Test	The Integrated System Test is conducted to verify that all software components within each functional area of the system (e.g., accounts payable) work per the integrated system test plan. The software components include the baseline application software, application software modifications, external system interfaces, data conversion software, workflow and security configurations, and the Extract, Transform and Load (ETL) processes for reporting. The integrated system test plan includes the integration of all the functional areas of the system. The test scripts will incorporate test scenarios that confirm continuity and accuracy across modules and accommodate testing of files produced by or for external systems (e.g., verification of tax calculation and payment amounts generated in Advantage and SMS).
User Acceptance & Regression Test	End-to-end acceptance testing to verify all application components perform as intended to support the City's business functions and processes. CGI also recommends that the City conduct an independent regression test to confirm that software customizations have not inadvertently impacted system functionality.
Volume/Stress (Performance)	Performed to measure the application against performance targets established during the implementation process and anticipated transaction volumes and number of users.

Type of Test	Description
Security & Workflow	The Security & Workflow test is performed to: • Validate the security measures established within the system are consistent with City policies and are sufficient to restrict unauthorized entry into the system or unauthorized use of features or functions. • Validate that the workflow processes established within the system are consistent with the City's design and business rules.

- A training program will be developed and tailored to support the City's implementation of AMS Advantage Financial. The training program will include a crosswalk for users between the legacy system and the new AMS Advantage Financial System. CGI will design modular, role-based instruction incorporating effective interactivity and promoting student learning. CGI will also supplement the training program with a Knowledge Transfer effort involving the ongoing, gradual, and informal alignment of key City staff with new responsibilities through mentoring and partnering opportunities. During the development of the FMS Project Context Diagram, CGI and the City will formally define the specific guidelines under which Knowledge Transfer will occur (e.g., establishment of "mirrored" City-CGI positions, co-location of "mirrored" staff, definition of joint assignments, etc.).

- AMS Advantage Financial includes documentation of the baseline functionality at multiple levels: context-sensitive, customizable online help and downloadable reference guides in PDF format. Updated documentation in the form of supplements to the baseline documentation or updated manuals will be developed, as appropriate. Updated documentation will be at a level of detail consistent with the baseline documentation and reflects the City's use of AMS Advantage Financial. The City can also include its policies and procedures into the user documentation to be deployed as part of the customized online help facility.

- Data Preparation and Conversion are critical to the successful implementation of AMS Advantage Financial. The frequency and severity of incidents during early production can be greatly reduced by assigning a high priority to conversion and data quality improvement activities throughout the project. CGI's data cleansing methodology emphasizes the importance of data preparation - which includes both data quality assessment and data cleanup, as a separate but integrated step in CGI's approach to data conversion. Clean, useful, and accurate data translates directly to a smoother transition to AMS Advantage Financial. CGI's suggested data conversion and cleansing approach is largely tools-based - the emphasis is on using industry-leading software and performing little or no development of custom conversion software. CGI will use pre-built data conversion software and third party toolsets (e.g., Pervasive Data Integrator), to convert legacy data to AMS Advantage Financial.

- Business Process Re-Engineering (BPR) Support. During the Envision phase, CGI with assistance from the City the project team will identify the opportunities for business process improvement and the strategy for completing BPR-related activities to support the following functional areas: Chart of Accounts, General Accounting, Accounts Payable, Accounts Receivable, and Cost Accounting. In the Build phase, the team will translate these business process improvement opportunities into detailed current state

and future state process maps. These maps will provide the specific areas to which Organizational Change Management activities will be directed. The future state process maps will be validated by incorporating these new processes into project work products wherever feasible and practical (e.g., User Acceptance Test scenarios, training manuals, online documentation, etc.).

- Organizational Change Management Support. CGI will work with the City to identify the internal and external factors that may adversely impact the City's transition to the identified future state business processes. Once identified, CGI will document the agreed upon tactics for mitigating these factors, develop a Change Readiness Checklist for facilitating an assessment of the City's preparedness for the scope of organizational change envisioned, and compile a set of tools that the City may employ to monitor its progress.

- Transition Management is the process an organization undergoes in moving from its current operations to operations under a new or upgraded system. Transition Management prepares the people, processes, work setting, hardware, software, data, procedures, and documentation to go live successfully.

  Transition Management activities also include communication with the user community regarding the new system. The City, with assistance from CGI, will be responsible for developing the Communication Plan. The City will be responsible for execution of the Communication Plan, including setting up and maintaining a website, meeting with department liaisons and key stakeholders, and other forms of communication.

  Finally, Transition Management will include activities involving the implementation of the newly designed or revised business processes, training and documentation, and testing results to assess operational readiness. Ultimately, the goal of the Transition Management activity is to assess and facilitate readiness based on the state of the organization, results of user training, presence of user support and problem resolution processes, and the readiness of the technical infrastructure. A final set of production readiness checklist items will be reviewed, to facilitate a final readiness assessment and a "go/no-go" decision. Once the organization has determined they are prepared to go live and fulfill operational roles, the Achieve Phase can begin.

Achieve Phase

The Achieve Phase primarily includes activities to plan and execute the data conversion, production cutover to AMS Advantage Financial, and post-implementation production support. At this stage, the production-ready application software and technical environment are completed and approved, and documentation and training materials are prepared and delivered to users and technical staff. Additionally, review and approval of data conversion and data cleansing processes are complete and the City is ready to use AMS Advantage Financial in production operations. The Achieve Phase is comprised of the following sets of activities:

- Prepare City teams for production support, system administration support, third-party/vendor support, and help desk (user) support
- Conversion of all data needed to populate the production database and files, using previously tested data conversion processes and validation of the data conversion

- Production cutover planning and a rehearsal of production cutover activities will be performed to verify the sequence of tasks and anticipated durations for data conversion and production cutover activities
- Execution of the cutover to the new operations, following procedures specified in the deployment plan
- Implementation of updated business processes as outlined in the Change Management Readiness assessment and monitored after go-live
- A transfer of responsibility for support and maintenance of the implemented system to City operations management
- Transition to initiatives that will be completed as post-implementation support, such as 1099 processing, Annual Close, and CAFR reports development.

Project Management

CGI's project management team will work closely with the City's project management team to develop the project plans, manage project activities, monitor and resolve issues, enforce quality control, and mitigate risks that can threaten the successful completion of the project. The project management team will be responsible for the following Initial Project Planning and on-going Project Management and Status Reporting activities and deliverables.

Initial Project Planning

The Initial Project Planning task includes activities to complete the following key project management deliverables:

1) Project Control Document (PCD)

2) Detailed Project Plan

3) City Staffing and Facilities Planning Support

Project Control Document (PCD)

The Project Control Document is the project management tool that documents the project scope and objectives, project governance, and describes the project management methods, tools, standards, and processes to be used to monitor, control, and guide the overall FMS project activities. The PCD contains the Project Charter and individual management plans focused on specific areas of project management. The Project Control Document will contain the following major components. Each of these is described in more detail in Exhibit B: Core Financial Deliverables Definition:

- Project Charter
- Project Scope Management Plan
- Issue Management Plan
- Risk Management Plan

- Quality Management Plan
- Software Change Control Plan
- Configuration Management Plan

Detailed Project Plan

The Detailed Project Plan will be completed as a joint effort between the City and CGI project management. The Detailed Project Plan will identify the proposed project phases, the high-level tasks and responsibilities (CGI or City), task dependencies, planned start and end dates for each task, major milestones, and deliverables. The Detailed Project Plan will include the following components:

- High-level Project Roadmap
- Detailed Project Plan (developed using Microsoft Project)
- Resource Table (showing expected staffing levels for CGI and City resources)
- Project Organization Chart
- Project Context Diagram

During the Initial Project Planning task, CGI will also create Deliverable Project Standards to support the use of a consistent format for all deliverables created for the project. CGI will work with the City's project management team to establish project standards to be followed in such areas as project documentation, communication documents, software design, development and testing, and issue tracking and resolution. CGI will use SharePoint tools as the single repository for project documents, issues, risks, work products, and deliverables. CGI will provide the City's project team with access to the SharePoint tools and repository.

City Staffing and Facilities Planning Support

In preparation for developing the Resource Table component for the Detailed Project Plan, CGI will provide support to the City's core project team to assess estimated City staffing levels and finalize work facilities planning.

Project Management and Status Reporting

CGI will provide on-going project management and coordination to monitor and control the implementation tasks related to the FMS Project. The CGI project management team will work closely with the City project management personnel throughout the implementation. Weekly status meetings will be conducted with the City project team to keep everyone informed of the project's status as well as provide a forum for discussion of issues and risks. The City will be an active participant in the weekly status meetings, reviewing (action item, issue, and incident) logs and identifying risks. The CGI project management and coordination tasks will include:

- Maintain the Detailed Project Plan and provide updates as the project schedule, milestones, resource assignments, and task dependencies evolve

- Manage, coordinate, and participate in the status reporting process, including:

  - Leading or attending status meetings at team, project, and executive levels
  - Providing monthly status reports
  - Providing status minutes for key meetings on the overall project status
- Oversee the project control procedures as documented in the Project Control Document
- Proactively identify, and develop mitigation strategies for, project risks that can jeopardize the project schedule or success
- Assess and formulate recommendations for timely Project Executive action
- Provide the management necessary for ensuring the quality of project deliverables
- Coordinate and build consensus among key stakeholders to facilitate timely review and approval of project deliverables
- Coordinate the assignment of resources to perform the tasks and responsibilities as outlined in the approved Project Plan
- Communicate with and encourage a high-level of participation of stakeholder representatives, and
- Centrally coordinate project activities of involved parties (both City and CGI) to deliver on the project activities, as planned.

Exhibit A–1.3 Key Project Management Tasks and Deliverables

Tasks	Activities	High-level Deliverable & Work Product Descriptions
Initial Project Planning	• Develop Project Charter • Develop Project Scope Management Plan • Develop Software Change Control Process • Develop Risk Management Plan • Develop Issue Management Plan • Develop Quality Management Plan • Develop Configuration Management Plan • Define Project Standards • Develop Detailed Project Plan • Define Project Roles and Responsibilities	Project Control Document to include: • Project Charter • Project Scope Management Plan • Software Change Control Process Document • Risk Management Plan • Issue Management Plan • Quality Management Plan • Configuration Management Plan • Project Roles and Responsibilities Defined Detailed Project Plan to include: • High-level Project Roadmap • Project Plan • Resource Table • Project Organization Chart • Project Context Diagram Other deliverables: • City Staffing and Facilities Planning Support
Project Management and Status Reporting	• Conduct weekly project management team meeting • Update Detailed Project Plan • Update Issues Log • Update Risk Log • Prepare monthly status report • Provide general project management and coordination • Prepare minutes for key meetings	• Monthly Status Reports • Key meeting minutes

Envision Phase

For the purpose of establishing project scope and creating an implementation plan, the Envision Phase is comprised of the following tasks:

- Technical Assessment to establish a technical architecture and plan for the implementation of AMS Advantage Financial in production operations
- Software installation of AMS Advantage Financial to support the product training and prototyping activities
- Product Training of City's participants on the baseline AMS Advantage Financial functionality to facilitate prototyping activities
- Technical Training of City's IT project participants on the IT tools specific to the AMS Advantage Financial technologies
- Business Process Re-engineering Preparation Support. CGI will allocate a budgeted set of hours as Business Process Re-engineering Preparation Support to review the business scenarios and process maps developed by the City prior to the initiation of the FMS Project. CGI will provide feedback on how the information can be best leveraged as the basis for prototyping and the assessment of opportunities for business process improvement during the Envision phase If the process maps or scenarios are not satisfactory for meeting the needs of the prototyping activities, then CGI will leverage the budgeted hours to assist the City in updating the process maps and scenarios to the level necessary to proceed with prototyping.
- Functional Analysis to determine the level of fit between current business processes and software modifications with AMS Advantage Financial (Fit/Gap Analysis), develop an initial Requirements Traceability Matrix, prototype key business areas mapped to AMS Advantage Financial functionality and document an initial Chart of Accounts design to support the City's business requirements. This design will serve as a foundation for the COA Guidelines Document that will be developed during the Build Phase in preparation for the Business Process Re-engineering activities.
- Implementation Assessment to analyze requirements and create strategies for data conversion, system interfaces, reporting and inquiry, training, documentation, and transition to AMS Advantage Financial.
- Business Process Improvement Assessment to analyze the results of the Fit-Gap Analysis and stakeholder input to identify and evaluate potential business process improvement opportunities
- The results of the above activities are summarized into an Implementation Analysis Document, that includes an updated Requirements Traceability Matrix (RTM) and Implementation Plan
- Organizational Change Management visioning sessions and planning sessions will be conducted and these results will be formulated into an overall Organizational Change Management Plan.
- A strategy for implementing Documentum as the City's solution for retaining certain documents (e.g. vendor invoices) that can be used to independently validate FMS data and integrating Documentum with FMS will be developed.

Exhibit A–1.4 Key Tasks and Deliverables for the Envision Phase

Tasks	Activities	High-level Deliverable & Work Product Descriptions
Technical Assessment	• Analyze City technical infrastructure and architecture standards • Evaluate transaction volumes and system performance requirements provided by City • Develop system architecture	Technical Specifications Document
Establish Prototype Environment	• Install and configure AMS Advantage Financial, infoAdvantage and Third Party Software	Prototype Environment hosted on CGI hardware and network
Product Training	• Set-up Training Environment for product training • Prepare Product Training Curriculum and Materials • Conduct up to 2 product training sessions for up to 25 prototype participants for each functional area	• Project Team Product Training • Baseline Advantage Financial training materials
Technical Training	• Prepare Technical Training Curriculum and Materials • Conduct technical training for IT members of the project team	• Curriculum and Materials for Technical Training • Project Team Technical Training Sessions
Business Process Re-engineering Preparation Support	• Review the business scenarios and process maps developed by the City prior to the initiation of the FMS Project • Provide feedback on how the information can be best leveraged as the basis for prototyping and the assessment of opportunities for business process improvement during the Envision phase	• Business Process Re-engineering Preparation Support

Tasks	Activities	High-level Deliverable & Work Product Descriptions
Functional Analysis	• Develop Prototype Scripts based on business scenarios provided by City. • Set-up prototype data • Conduct application prototype • Document prototype issues and results • Document application fit and gaps • Conduct fit-gap analysis • Develop an overview of the initial Chart of Accounts structure based on the prototyping sessions • Identify impacts to policies and procedures • Draft initial Requirements Traceability Matrix	• Prototype Scripts and Results • Fit-Gap Analysis • FMS Chart of Accounts Design
Implementation Assessment	• Develop Transition Management Strategy • Develop Data Conversion Strategy • Develop System Interface Strategy • Develop Reporting Strategy • Develop Training and Documentation Strategy • Develop Security & Workflow Strategy • Develop Modification Strategy • Develop Business Process Reengineering Plan	Drafts of the following work products (which are finalized in the Implementation Analysis Document): • Transition Management Strategy • Data Conversion Strategy • System Interface Strategy • Reporting Strategy • Training and Documentation Strategy • Security & Workflow Strategy • Software Modification Strategy • Business Process Reengineering Plan
Organizational Change Management Planning	• Conduct visioning sessions • Interview stakeholders • Develop Organizational Change Management Plan	• Organizational Change Management Plan

Tasks	Activities	High-level Deliverable & Work Product Descriptions
Documentum Implementation Strategy for FMS	• Conduct business process review • Conduct gap analysis with City's business requirements for implementation and Advantage-Documentum integration • Identify areas for business process improvement • Document hardware and software requirements • Draft overall implementation approach • Identify City and CGI roles and responsibilities • Clarify the City's requirements for the General Design for Advantage-Documentum Integration • Define the scope, allocation of budgeted CGI hours, and detailed tasks for the implementation support services to be provided by CGI during the Build phase. Based on the Implementation Strategy, CGI tasks may include: - Support for the development, unit testing, and system testing of the Advantage-Documentum integration points identified in the General Design as priority items for the FMS go-live - System configuration (reference data, database) - Advantage-Documentum-specific training - User acceptance test support - Assistance and support for the City's Documentum-related tasks as defined in the Implementation Strategy	• Documentum Implementation Strategy for FMS

Tasks	Activities	High-level Deliverable & Work Product Descriptions
Implementation Analysis Document	• Finalize Requirements Traceability Matrix • Develop Executive Summary • Develop Fit Gap Analysis Summary • Update Project Roadmap • Develop Implementation Plan	• Implementation Analysis Document including: ▪ Executive Summary ▪ Fit Gap Analysis Summary ▪ Requirements Traceability Matrix ▪ Modification Strategy ▪ Data Conversion Strategy ▪ Interface Strategy ▪ Reporting & Inquiry Strategy ▪ Security & Workflow Strategy ▪ Training and Documentation Strategy ▪ Business Process Reengineering Plan ▪ Transition Management Strategy • Implementation Roadmap • Implementation Plan

Technical Assessment

CGI and the City will confirm and validate the initial recommendations for the hardware and system software provided in Exhibit I: Core Financial Technical Architecture and Exhibit M: Core Financial Software Licenses to support the new system. By more closely examining the City's current system usage information, volume of transactions processed, print volumes and print options (local versus remote), interface file volumes, and data storage and archival requirements, CGI will finalize the technical configuration needed to support the implementation of AMS Advantage Financial and infoAdvantage for the project.

The results from the technical requirements analysis will be documented in a Technical Specifications Document. The information required to develop a Technical Specifications Document includes planned AMS Advantage Financial processing volumes and information about the City's current technical architecture. Based upon the information provided, the Technical Specifications Document will identify the following:

- Server Requirements for Web Server, Application Server, and Database Server
- Disk Storage Requirements
- Workload analysis results and recommendations
- Application Security Requirements
- LAN/WAN Requirements
- Additional Hardware Requirements
- Software Licenses Needed

The City will provide information about its current infrastructure and CGI will define the hardware and software requirements in the Technical Specifications Document.

Once the technical configuration has been ordered, shipped and installed by the hardware technology vendor(s), CGI will install and perform initial configuration of the AMS Advantage Financial software, infoAdvantage and ERP related third-party components.

Establish Prototype Environment

This task includes the installation of the AMS Advantage Financial application, infoAdvantage and required Third Party Software to support the Functional Analysis in a CGI hosted computing environment and network.

CGI will install, configure, and test the hardware and software, for the Functional Analysis. CGI will provide Internet access to the AMS Advantage application for the purpose of prototyping Core Financial functionality. City technical staff will work with CGI to establish Internet access and connectivity within the City's Intranet to and the hosted AMS Advantage Financial application. The Hosting Service will support a maximum of 25 concurrent users for AMS Advantage Financial product training and prototype activities.

CGI, with the City's assistance, will perform the following Technical Environment Configuration, System Installation, and Testing tasks:

Identify the location and platform for the initial system installation

The City and CGI project team will determine where the system is to be installed and in which environment. During this effort, the City and CGI will strive to use or duplicate the eventual target technical environment. CGI will be responsible for the acquisition, installation, and configuration of the hardware and software required by AMS Advantage Financial 3 during the Envision Phase for the City training and prototyping on a hosted CGI environment and network. The City is responsible for providing access to the City's LAN.

Install the Base System

CGI will install AMS Advantage Financial 3 and infoAdvantage in the prototype and product training environments. The AMS Advantage Financial application serves as the starting point from which the software is implemented. Installing the base application is the first in a series of activities promoting common understanding of the final solution's

basis. CGI will provide a copy of the base system and perform the installation and configuration. CGI will provide support throughout installation, training, and the analysis. The City will provide technical resources to assist with the setup of the environment, database, and ongoing technical support.

Perform a base-system installation test

The following items will be addressed during the install:

- Install and configure the software components
- Validate software components operate correctly.

Product Training

CGI will provide project team training for the City, which is one component in CGI's comprehensive AMS Advantage Financial learning program. CGI will work with the City to schedule the appropriate staff and timing of both training sessions. Project Team Training is intended to familiarize key City team members with baseline functionality to facilitate prototyping. Project team training is one of the first activities the City team completes as a part of its knowledge transfer activities.

CGI will provide functional product training for a maximum of 25 City team members for each functional area. Training classes will be limited to two iterations of each class per functional area. This training will focus on core concepts of the AMS Advantage Financial system functionality to facilitate the analysis and prototyping of key business processes and scenarios. The product training will consist of general topics such as system navigation and specific topics such as cost accounting. A training plan will be developed to identify the course content and the City project team participants. CGI will provide product training for the following functional areas:

General System Overview and Navigation

Chart of Accounts

General Accounting

Accounts Payable

Accounts Receivable

Cost Accounting (Jobs, Projects, Grants)

Security and Workflow

infoAdvantage and Reporting

CGI will develop a training curriculum, training schedule, provide the training materials and conduct the training. Baseline AMS Advantage Financial training materials will be used for the training. AMS Advantage Financial product training is a prerequisite for City staff participating in

the prototyping activities and fit-gap analysis. The General System Overview and Navigation, and Chart of Accounts areas will be presented as part of the functional training.

The City project team training begins with an AMS Advantage Financial orientation for the City project team. In this multi-day session, CGI will complete a walkthrough of the business areas, discuss interdependencies, and help individuals become a cohesive City team working from the same playbook. Following the orientation and walkthroughs, the City project team will be given hands-on access to the system environment used during the walkthroughs in accordance with the procedures established during the Envision Phase. This activity will help prepare the City team for the prototype activities.

Technical Training

CGI provides onsite technical training on the IT tools specific to AMS Advantage Financial 3 technologies, technical architecture, interface and conversion development; AMS Design Studio, Pervasive Data Integrator, Adobe Present Output Designer and Adobe Present Central Pro. This training is targeted for the IT members of the City project team. CGI will work with the City to develop the training curriculum and final training schedule.

In addition to the tools specific to AMS Advantage Financial 3, CGI recommends that the City personnel be experienced in, or obtain third-party training in, the following IT tools:

- Object-oriented analysis and design principles
- J2EE familiarity
- HTML programming
- XML programming
- Database Administration for the desired relational database
- SQL
- Version control software used by the City
- IBM WebSphere Administration.

Application Prototype Preparation/Business Process Review

The Application Prototyping activities involve the preparation of prototype scripts based on current business processes and requirements. As part of the Business Process Re-engineering Preparation Support task, CGI will allocate a budgeted set of support hours to work with the City to review the scenarios and process maps that were created prior to FMS Project initiation and provide guidance on how the City can update them to support the Envision phase prototyping and business process assessment activities.

The City will identify and the City and CGI project team will agree to the list of business scenarios before the prototyping of each functional area begins. These selected business scenarios will be executed with AMS Advantage Financial 3 to validate the level of fit and determine implementation options where a gap exists.

CGI's approach to conducting the business process review is more than completing a rudimentary checklist of requirements. Building upon the introduction to system functionality provided during project team training, CGI will conduct prototyping sessions with the City to confirm how AMS Advantage Financial 3 will support business functions.

Functional Analysis (Application Prototyping and Fit-Gap Analysis)

The Functional Analysis will focus on determining the level of functional fit between the City's current business processes and the AMS Advantage Financial software functionality.

The process to determine the level of fit will involve the following steps:

- **Develop Prototype Scripts** – In preparation for application prototyping, CGI will review and develop scripts for the business scenarios provided by the City for each of the functional areas to be prototyped. The purpose of the prototype scripts is to facilitate a structured walkthrough of the AMS Advantage Financial application to demonstrate how the application will be used to support the City's business scenarios and requirements.
- **Analyze and prototype to validate level of fit** – The goal of prototyping is to verify the functional fit and clarify the business requirements for the more complex processes. The City project team will identify a number of key business processes for additional analysis and prototyping using AMS Advantage Financial software. To manage the scope of the functional analysis, only selected processes (to be established from the fit analysis based on complexity and the extent of software modifications) will be prototyped. These selected business processes will be executed with AMS Advantage Financial to validate the level of fit and to evaluate potential alternatives to custom software modifications (i.e., business process changes).
- **Identify and analyze current business processes** – A functional hierarchy of current business functions (e.g., Accounts Payable), its business processes (e.g., Pay External Vendor), and business requirements (i.e., business rules to be applied with paying external vendors) will be identified, analyzed and documented as opportunities for business process improvements. These business processes will be used as the basis to evaluate the initial level of fit between the existing AMS Advantage Financial software implemented by the City and AMS Advantage Financial software.

Perform a Fit/Gap Analysis between current business processes and AMS Advantage Financial functionality –

The business processes and scenarios developed by the City and reviewed by CGI as part of Business Process Re-engineering Preparation Support will be leveraged during prototyping activities to create an initial functional fit. The level of fit performed at the business requirements level will be categorized into one of the following classifications and form the basis for the initial draft of the Requirements-Traceability-Matrix (RTM).

- Functional Fit – Functionality exists in AMS Advantage Financial to accommodate the business requirement.
- Partial Fit – Functionality exists in AMS Advantage Financial to partially support the business requirement; changes to an existing business process or a custom software modification may be required.
- No Fit – AMS Advantage Financial does not have functionality to support the business requirement, and changes to an existing business process or a custom software modification may be required.

"Partial Fit" and "No Fit" items will be documented as Prototype Issues, and potential changes to current business processes or an AMS Advantage Financial custom software modification will be noted at this point. During the detailed mapping of current state business processes to future state business processes scheduled for the Build phase, CGI and the City will select the alternatives to address each Prototype Issue either through changes to business processes or custom software modifications. Due to the configurable architecture of the AMS Advantage Financial software, alternate configurations or options settings will also be evaluated as alternatives to custom software modifications where possible.

Identify business process changes and custom software modifications –

The list of potential business process changes and AMS Advantage Financial custom software modifications identified during the Functional Analysis will be documented, and used in determining the level of effort for the implementation plan. The anticipated level of complexity (high, medium, low) to implement with AMS Advantage Financial will also be identified for each software modification.

The following functional areas will be included in the prototyping and fit-gap analysis:

Chart of Accounts and General Accounting

Accounts Payable

Accounts Receivable

Cost Accounting (Jobs, Projects, Grants)

The Security, Workflow, infoAdvantage and Reporting areas will be addressed as a portion of the prototyping of each of the functional areas listed above.

CGI will document opportunities for improvements to current business processes during the fit-gap analysis by assessing how current business processes can be supported by AMS

Advantage Financial functionality. The business processes not supported in AMS Advantage Financial will be documented as Prototype Issues. As part of the fit analysis, CGI will identify options and recommendations for the Prototype Issues. The City will be responsible for reviewing the options and selecting an option to be implemented. These Prototype Issues will be addressed either by developing custom functionality for the City in AMS Advantage Financial or through revised/new business procedures using available functionality in the baseline AMS Advantage Financial. The level of effort required to develop the custom functionality will be documented in the Fit-Gap Analysis.

In the Build phase, the team will translate these business process improvement opportunities into detailed current state and future state process maps. These maps will provide the specific areas to which Organizational Change Management activities will be directed. The future state process maps will be validated by incorporating these new processes into project work products wherever feasible and practical (e.g., User Acceptance Test scenarios, training manuals, online documentation, etc.).

Implementation Assessment

During the Implementation Assessment task, activities will be performed to establish the scope and develop implementation strategies for data conversion, interfaces, reporting, training, documentation, security and workflow, software modifications, and transition management activities. The results of these activities will be consolidated into the Implementation Analysis Document deliverable.

Modification Strategy

The objective of the Modification Strategy is to document the scope of the software modifications and the overall approach as to how and when these modifications will be developed, implemented and tested. Using the software modifications identified in the CGI Proposal to the City and the results of the Fit-Gap Analysis, the CGI consultants working with the City will re-evaluate the proposed software modifications and determine which software modifications are still needed and any additional software modifications that are required. Based on the Modification Strategy and as an initial activity during the Build Phase, a Software Modification Plan will be developed to provide additional detail to the required software modifications and provide the basis for the software modification design, development, and unit test effort detailed planning.

Data Conversion Strategy

The Data Conversion Strategy will define the scope of the data conversion and data cleansing effort and how data will be converted from the City's current systems to AMS Advantage Financial 3. The strategy document will discuss the CGI conversion tools that will be used. The Data Conversion Strategy will identify the types of target data and the volume of historical data to be converted. Based upon this high-level strategy, a cross-reference will be developed identifying the data stores in the current system (tables, documents, and ledgers), and the associated data stores in AMS Advantage Financial. For each of the tables, documents, and ledgers, a level of the conversion complexity will be identified. The level of conversion complexity will be classified as one of the following:

- **Low** – There is a one to one relationship between the current data store and the AMS Advantage Financial data store. All data elements are available in the current ADVANTAGE system, so only data re-formatting is required. Conversion tools will be used for Low complexity conversions.
- **Medium** - There is a one to one relationship between the current data store and the AMS Advantage Financial data store. There are additional fields in AMS Advantage Financial needing to be defaulted or inferred from another data source. Basic custom conversion programs can require development for these items.
- **High** - The layout of the data stores is significantly different between the current system and AMS Advantage Financial, potentially residing in different data stores in the two systems. Significant data manipulation will be required to convert the current data. This type of conversion will require a complex conversion program to manipulate the data.

The volume of data converted will also factor into the complexity of the conversion. A large amount of data (e.g., 5 years of historical data) will have an impact on the overall level of effort for a conversion as well as the complexity of the conversion. Smaller volumes of data will be converted manually or semi-automatically.

Reporting Strategy

The objective of this task is to confirm the reporting scope and to develop the overall approach for providing the reports needed by the end users. The City did not provide a list of required reports in the RFP. However, the City has identified a significant number of reporting requirements throughout the RFP. During this task, the CGI staff will work with the City to develop a comprehensive list of the reports desired. The list of reports will be tied back to the RFP requirements. The output of this task will be the Reporting Strategy that lists and describes the desired set of reports; identifies who requires the reports; categorizes them as to their level of complexity; and recommends a strategy of how to generate the report.

The complexity of a report drives the cost of the report in terms of design, development, and unit testing. The complexity of a report is dependent on the number of tables accessed, special formatting, computations, etc. CGI will work with the City to come up with a set of guidelines for the rating of reports in terms of their complexity and cost to design, develop and unit test.

This strategy will focus on the design, development, and testing of the custom reports to be produced using the AMS infoAdvantage suite of reporting tools and the modification of Java-based standard reports that are generated by the AMS Advantage application. A separate set of post-implementation support hours has been budgeted for CGI to review the City's current CAFR-related processes and software and provide assistance in generating the required CAFR reports using FMS software, tools, and data as applicable for meeting the City's requirements as stated in Exhibit D: Core Financial Business Requirements.

Reporting and inquiry requirements will be gathered by reviewing the current production reports/inquiries. The disposition of each report and query will be categorized as follows:

- **Replace** – The report or query will be replaced by an AMS Advantage report or query functionality.
- **Create** – The report or query cannot be addressed by AMS Advantage Financial baseline reporting and query functionality. A new report and/or query will need to be developed.

- **Eliminate** – The report or query is no longer needed and can be eliminated.

The analysis of reporting requirements includes financial data mart(s)/data warehouse(s) previously implemented. The Reporting Strategy includes an approach to either replace or feed the existing data mart(s)/data warehouse(s).

It is very possible the City will identify a number of reports exceeding the proposed CGI Report Developer hours to design, develop and unit test reports. Therefore, the reports will be prioritized based on the mission critical degree of the report and rated as critical, very important, nice to have, etc. Reports will be designed, developed and unit tested in order of their priority. Report development requiring hours in excess of the proposed CGI Report Developer hours will be developed by City Developers who will be trained on the infoAdvantage and Business Objects reporting tools, or through the Change Notice process.

As a separate section of the Reporting Strategy, the project team will identify the custom forms that will be produced for the FMS Project using the bundled Adobe suite of tools. These forms generally support the Accounts Payable and Accounts Receivable functional areas.

System Interface Strategy

The System Interface Strategy will: list and describe the current set of interfaces; categorize whether interfaces are inbound or outbound; identify source or destination systems; and recommend an appropriate strategy in terms of retrofitting, eliminating, rebuilding or replacing the interface. System interfaces will be prioritized based on the extent of modifications required for the interface and the mission critical degree of the interface.

System Interface requirements will be gathered by reviewing the current system interfaces and determining the impact of the AMS Advantage Financial implementation. The level of change required for each interface will be categorized as follows:

- **Low Impact** – Minor modification to the interface will be required, such as changes to format of data.
- **Medium Impact** – A moderate level of changes will be required for the interface.
- **High Impact** – A significant level of modification or a complete re-write will be required for the interface.

Where applicable, the System Interface Strategy will leverage the use of Pervasive Data Integrator, an AMS Advantage Financial third party tool.

Training and Documentation Strategy

As Training will be dependent upon, and closely associated with, the documentation requirements, the strategy for these two areas will be developed together. Training requirements will be identified that include the number and types of users to be trained, the types of training and documentation to be provided, the required training configuration and courses, as well as how each course will be delivered. Documentation requirements will include the type of documentation, the media for the documentation, as well as methods for maintaining and distributing the documentation.

Transition Management Strategy

A Transition Management Strategy will be developed to guide the implementation of AMS Advantage Financial and the City's transition from its current operations to operations under the upgraded system. Transition Management prepares the people, processes, work setting, hardware, software, data, procedures, and documentation to go live successfully. Transition Management will include activities involving the implementation of the newly designed or revised business processes, training and documentation, and testing results to assess operational readiness. The Transition Strategy will also include how the communication and dissemination of information regarding the various implementation activities and changes will be handled. Prior to system implementation, an Operations Readiness Assessment and an Implementation Readiness Review will be conducted.

Business Process Reengineering Plan

The CGI project team will review the business process changes that were identified within the Fit-Gap Analysis and the input from stakeholder interviews to identify opportunities for business process improvements and to develop recommendations. Critical Success Factors for business process improvement will also be documented. A Business Process Reengineering Plan will be developed to guide the analysis and documentation of the current state, and the development of a future state, for the processes identified as improvement opportunities to be addressed within the scope of this FMS project.

Implementation Analysis Document

The results of the analysis performed and work products developed during the Technical Assessment, Functional Analysis and Implementation Assessment will be consolidated into the Implementation Analysis Document. This key project deliverable will provide the updated Requirements Traceability Matrix (RTM), implementation strategies and roadmap for the Build and Achieve Phases. CGI will develop an Executive Summary for the Implementation Analysis Document that summarizes the overall results of the Envision Phase activities.

An Implementation Roadmap and Plan will be created that takes into account the established scope and strategies of the various implementation areas. The Implementation Roadmap and Plan will describe the roadmap for planning and executing the non-technical implementation components (e.g., user training, documentation, and change management) based on the strategies developed in the Implementation Assessment. This document will also describe the roadmap for planning and executing the technical implementation components (e.g., software development and testing, establishing the technical platforms for development, testing, and production operations), and the tasks, schedules, planning assumptions, and resources necessary for implementing AMS Advantage Financial in the Build and Achieve Phases.

Organizational Change Management Plan

The CGI project team will work with senior City management to conduct visioning sessions to identify methods to improve the predictability of the business and technical environments by minimizing the negative effects of change on the City's organization. Business culture and work habits will be reviewed and evaluated. The CGI project team will work with the City to identify key City participants and roles in the change management process. An overall Organizational

Change Management Plan will be developed to guide the change management objectives and activities through-out the remainder of the implementation.

Documentum Implementation Strategy for FMS

Since FMS will be the financial backbone of the City, the City will be required to retain certain documents (e.g. vendor invoices) that can be used to independently validate its data. Therefore, CGI and the City will develop and implement a solution for the efficient storing and retention of these documents through the use of the Documentum software. To this end, a strategy for implementing Documentum to support FMS will be developed during the Envision phase. This strategy will be comprised of the following key tasks:

- **Business Process Review:** CGI will review existing document management processes and City-developed business requirements and work with the City to identify the key directions for how Documentum should be implemented to support FMS functions
- **Gap Analysis:** CGI will prototype select scenarios to identify the gaps between the Documentum solution and the City's requirements for using Documentum to support FMS and integration of Documentum with FMS
- **Recommendation for Process Improvements:** CGI will provide a set of recommendations for areas where re-engineering of existing business processes should be performed as part of the roll-out of Documentum and its integration with FMS
- **Identification of Hardware/Software:** CGI will identify the projected hardware and software requirements to support the roll-out of Documentum to support FMS
- **Strategy for Implementation:** CGI will provide a recommended approach and plan for the roll-out of Documentum and the design, development, and testing of the Advantage-Documentum integration that will support the City's business requirements for FMS
- **Staffing Roles and Responsibilities:** CGI will identify the projected staffing roles and responsibilities to support the implementation strategy
- **General Design Requirements:** CGI and the City will fine-tune the scope and requirements for the General Design deliverable that will be completed during the Build phase to support the City's requirements for Advantage-Documentum Integration
- **Allocation of CGI Implementation Support Hours (Build Phase):** CGI has provided a budgeted set of hours as Advantage-Documentum Implementation Support. Based on the implementation strategy and the staffing roles / responsibilities defined during the Envision phase, CGI will work with the City to define the scope, allocation of budgeted CGI hours, and detailed tasks that will be completed by CGI during the Build phase.

  Based on the Documentum Implementation Strategy for FMS, CGI tasks may include: support for the development, unit testing, and system testing of the Advantage-Documentum integration identified in the General Design as priority items for the FMS go-live, system configuration (reference data, database), Advantage-Documentum-specific training, user acceptance test support, and support or assistance with the City's Documentum-related tasks.

Build Phase

The objective of the Build Phase is to design, configure, integrate, create, and test the solution and transition components. At the end of the Build Phase, the City will be ready to migrate and operate the new system, business processes, and work settings.

The Build Phase is organized into the following types of activities:

- Establish Technical Platforms for development, testing, and production operations. These sets of activities include installing baseline AMS Advantage Financial, system software (operating systems and database management system), hardware, and network.
- Software Construction (Design, Development, and Testing) of custom software, reports, system interfaces, and conversion processes identified during the Envision Phase.
- Advantage-Documentum Integration General Design and Implementation Support as defined in the Documentum Implementation Strategy for FMS.
- Testing comprised of activities to perform six (6) types of tests: unit test, system test, integrated system test, user acceptance & regression test, security & workflow test, as well as the volume/stress (performance) test.
- Preparations for Implementation such as application configuration and set-up, development of training plans and materials, user and technical documentation, and transition management will also be performed.

Exhibit A–1.5 Key Tasks and Deliverables for the Build Phase

Tasks	Activities	High-Level Deliverable & Work Product Descriptions
Establish Technical Environments	• Develop Software Configuration Checklist • Support installation and configuration of hardware and software for the City's non-Production environments	• Development / Unit Test Environment • System Test Environment • Integrated System Test Environment • User Acceptance Test Environment • Conversion Environment • Conversion Staging Environment • Training Environment • Learning Environment
Establish Production Technical Platform	• Support installation and configuration of hardware and software for Production Environment • Provide version control and configuration management to support development and testing	• Production Environment • Version Control • Configuration Management
Software Construction	• Develop Software Modification Plan • Design, develop, unit test, and system test software modifications • Design, develop, unit test, and system test system interfaces based on the Interface Plan drafted during the Envision phase • Design, develop, unit test, and system test reports based on the Reporting Plan drafted during the Envision phase • Design, develop, unit test, and system test conversion processes based on the Data Conversion Plan drafted during the Envision phase	• Concept Papers and Functional Designs for software modifications • System Interface Designs • Report Designs • Conversion Designs • Unit and system tested software modifications • Unit and system tested system interfaces • Unit and system tested reports • Unit and system tested conversion processes

Tasks	Activities	High-Level Deliverable & Work Product Descriptions
General Design – Advantage-Documentum Integration	• Complete the General Design for the integration between Advantage Financial and Documentum defined as priority items for the FMS go-live. The General Design will include two components: - **Functional Design:** CGI will identify the points within Advantage for integration with Documentum and associated reference data and system table set-up rules to support the City's business requirements for the Advantage-Documentum integration - **Technical Design:** CGI will identify the technical approach and components required to satisfy the functional design. CGI will produce a high-level technical design that reflects the Advantage-Documentum integration components, data elements and integration protocol (i.e., protocol for data and image exchange and display). This includes the necessary Application Program Interface (API) for both FMS and Documentum.	• General Design – Advantage-Documentum Integration
Advantage-Documentum Implementation Support	Based on the Documentum Implementation Strategy for FMS, CGI tasks may include: • Support for the development, unit testing, and system testing of the Advantage-Documentum integration points identified in the General Design as priority items for the FMS go-live • System configuration (reference data, database) • Advantage-Documentum-specific training • User acceptance test support • Assistance and support for the City's Documentum-related tasks as defined in the Implementation Strategy	• Advantage-Documentum Implementation Support

Tasks	Activities	High-Level Deliverable & Work Product Descriptions
Production Software Configuration	• Provide guidance to City to apply database configurations, workflow rules, chart of accounts, and reference data • Configure Application • Set-up reference tables • Set-up security and workflow	• Configuration Support • Support for Security and Workflow Set-Up • Configuration documentation
Security & Workflow Testing	• Develop Security & Workflow Test Plan • Execute Security & Workflow Test	• Security & Workflow Test Plan • Security & Workflow Testing Results
Application Testing	• Develop Integrated System Test Plan • Execute Integrated System Test • Support User Acceptance and Regression Test	• Integrated System Test Plan and Results • User Acceptance and Regression Test Support Services
Volume/Stress (Performance) Testing	• Develop Performance Test Plan • Conduct Performance Test • Document Performance Test results and tuning recommendations	• Performance Test Plan • Application Performance Test Results • Recommendations for monitoring & tuning system
Training and Knowledge Transfer	• Develop Training Plan • Plan and conduct trainer workshops • Develop training materials • Plan and support user training • On-going knowledge transfer	• Training Plan • Training Manuals • Train-the-Trainer Workshops • User Training Support Services
Documentation	• Update user documentation • Generate online help documentation • Develop System Administration and Operations Guide	• Customized User Documentation • Customized Online Help • System Administration and Operations Guide • Access to Baseline Documentation

Tasks	Activities	High-Level Deliverable & Work Product Descriptions
Data Preparation and Conversion	• Develop Data Conversion Plan • Support data preparation and cleansing • Administer Conversion Staging environment • Document conversion steps, reconciliation process, and test results	• Data Conversion Plan • Support services for Data Preparation and Cleansing • Migration Strategy for legacy system • Pre-conversion Cleansing Strategy
COA Guidelines Development	• Present overview of COA for new FMS • Define department impacts for the usage of the revised COA • Provide terminology and crosswalk between the legacy FMIS COA and new FMS COA • Describe impacts on the data entry of financial transactions	• COA Guidelines Document
Business Process Reengineering	• Document and evaluate Current State of BPR opportunities for Chart of Accounts, General Ledger / General Accounting, Accounts Payable, Accounts Receivable, and Cost Accounting • Develop Future State for BPR opportunities	• BPR Current State Process Maps • BPR Future State Process Maps • Support Services for Business Process Reengineering • BPR Assessment
Organizational Change Management	• Plan and conduct communications • Plan and conduct Change Readiness Assessment • Plan and conduct change management activities • Design Change Management Activities	• Change communications • Change Readiness Checklist, Assessment and Results • Support Services for Organizational Change Management • Organizational Change Management Monitoring Tools

Tasks	Activities	High-Level Deliverable & Work Product Descriptions
Transition Management	• Develop Operational and Implementation Readiness Checklists • Operational Readiness Assessment • Implementation Readiness Assessment	• Operational Readiness Checklist and Assessment • Implementation Readiness Checklist and Assessment • Support Services for Transition Management

Establish Technical Environments

This task includes all activities related to the installation and configuration of the AMS Advantage Financial technical environments to support software development, testing, user training, and production operations. The activities for each of these environments are listed in Exhibit A–1.6 below.

Exhibit A–1.6 Key Tasks and Activities for the Technical Environments

Environment	Activities
Development/ Unit Test	• Development of custom software, reports, system interfaces, and conversion processes. • Unit testing of custom software, reports, system interfaces, and conversion processes
System Test	• System testing of custom software, including regression test scenarios to confirm that changes to the system have not adversely impacted baseline functionality
Integrated System Test	• Integration testing of custom software, reports, system interfaces, and conversion processes
User Acceptance Test	• Acceptance testing of custom software, reports, system interfaces, and conversion processes.
Training	• User training for AMS Advantage Financial implementation
Learning	• User "playground" after training • Knowledge transfer
Conversion	• Reference table set-up • Testing of automated and semi-automated conversion processes
Conversion Staging	• Staging of data prior to conversion in Production
Production	• Production performance testing • Mock conversions • Production cutover rehearsals • Job Scheduler Setup • Production operations

CGI, with the City's assistance, will perform the following system installation, and testing tasks:

- **Install the Software for the Development/Unit Test, System Test, Integrated System Test, User Acceptance Test, Training, Learning, Conversion, and Conversion Staging Environments** – CGI will install AMS Advantage Financial 3, infoAdvantage and Business Objects, Pervasive Data Integrator, and other third party software required for development, testing, training, and eventual production operations. The City will provide technical resources to assist with the setup of the environment, database, and ongoing technical support. The City will be responsible for the network.

- **Perform a base-system installation test** – The following items will be addressed during the install:
  - Install and configure the software components
  - Validate software components operate correctly by examining the results of the installation test execution.

CGI will provide the hardware and software specifications and sizing requirements from the Technical Assessment performed during the Envision Phase.

Establish Production Technical Platform

CGI will establish, maintain, and provide version control and configuration management for the AMS Advantage Financial and Third-Party Products environments to support development and testing of software modifications, interfaces, data conversion processes, and reports and training-related activities.

CGI will provide a configuration management team who will provide the following services for the non-production and production environments supporting the FMS project:

- Maintain version control over software to be migrated to each non-production environment
- Build software drops for deployment
- Deploy software releases to appropriate non-production environments (currently 6-8 environments)
- Work with the City DBAs to establish and schedule appropriate database backups, ensure successful completion, in coordination with City staff troubleshoot and resolve problems
- Knowledge transfer to City staff installation process, customization / configuration of the applications, application deployment procedures
- Knowledge transfer to City staff 3rd Party product installation, support, customization and issue diagnosis and resolution processes / techniques
- Monitor and management of all non-production application environments, including the DW and ETL applications
- Assist City with development and customization of batch processes and schedules

The establishment and control of software environments (including testing support) will be managed and executed by CGI, with the assistance of the City's Technical Project Team. CGI, with the assistance of the City's Technical Project Team, will also be responsible for Configuration Management and Data Management.

Production Software Configuration

One of the primary task areas in the Build Phase is the initial production configuration of the AMS Advantage Financial solution to support the City's business requirements. Configuring the baseline software is a joint effort of the City and CGI project team. CGI will provide subject matter experts in the areas of Accounts Receivable, Cost Accounting (including Grant

Accounting and Project Accounting), General Ledger, Accounts Payable, and the associated Financial Data Warehouse. CGI will work with the City staff to configure the system tables to support the City's future state business processes, security, and workflow rules. CGI staff will provide guidance to the City in applying database configurations, security and workflow rules, chart of accounts, and reference data.

Software Construction

This component of the Build Phase includes the design and development activities for custom software modifications, reports, system interfaces, and conversion programs identified in the Envision Phase. If additional enhancements above those listed in the Proposal are identified during the Gap Analysis, CGI and the City will determine how best to complete the additional enhancements. The table below describes the design documents for each of the software design deliverables to be developed.

Exhibit A–1.7 – Software Design Deliverables

Software	Designs
Custom software modifications	• Concept Papers to provide an overview of the customizations identified for the purposes of finalizing the budget for design, development, and testing • For City approved system modifications, Functional Design to describe the business requirements, functionality, unit test cases, and system test cases of the custom software modification. • For City approved system modifications, Technical Detailed Design identifying the software to be modified, and the pseudo-code that describes the modification.
Reports	• Report Design describing report layout, calculations and derivations of report components, frequency of report (daily, weekly, monthly, on-demand), and selection criteria.
Adobe Forms	• Adobe Forms Design describing form layout, calculations and derivations of fields, frequency (daily, weekly, monthly, on-demand), and parameters
System Interfaces	• System Interface Design describing the source and target systems, type and layout of data to be interfaced, how data will be extracted from source system and loaded into target system, and frequency of the interface (daily, weekly, monthly, on-demand).
Data Conversion	• Data Conversion Design for each conversion process or program describing source, target, type and layout of data to be converted, conversion algorithms, translations, inferences and validations, and definitions of cross-walk tables, where applicable.

Software	Designs
Advantage-Documentum Integration – General Design	● General Design for the integration between Advantage Financial and Documentum as defined in the Documentum Implementation Strategy for FMS: - **Functional Design:** CGI will identify the points within Advantage for integration with Documentum and associated reference data and system table set-up rules to support the City's business requirements for the Advantage-Documentum integration - **Technical Design:** CGI will identify the technical approach and components required to satisfy the functional design. CGI will produce a high-level technical design that reflects the Advantage-Documentum integration components, data elements and integration protocol (i.e., protocol for data and image exchange and display). This includes the necessary Application Program Interface (API) for both FMS and Documentum

Custom Software Modifications Design, Development, Unit Test, and System Test

The AMS Advantage Financial software modifications will be developed with software development tools included in the AMS Advantage product offering. CGI will also create procedures for applying the software modifications during the subsequent software releases and train City staff in applying the software modifications. One of the goals of the project is to minimize the custom software modifications so as not to adversely affect the City's ability to take advantage of the periodic software upgrades provided by CGI.

CGI will develop a Software Modification Plan that will detail the scope of the modifications to be implemented, development assumptions, dependencies, and modification development groupings and schedule.

Unit testing and system testing of the software modifications are the responsibility of the CGI system development and functional teams. Specific test cases and key criteria for test success are developed for each modification as part of the system design. During the unit testing, product application modules that completed the unit test are tested together, in a controlled environment, as an integrated subset of the system. This activity includes migrating the software, organizing the test process, conducting the test, monitoring the testing activity, reporting system errors, fixing and retesting system problems, and reviewing the final results of the test with the City.

The City will be responsible for the following activities:

- Provide input into the design of software modifications
- Review and approve software modification designs
- Acceptance testing of software modifications

CGI will be responsible for the following activities:

- Create the Software Modification Designs
- Provide AMS Advantage Financial 3 subject matter expertise
- Design, develop, unit test, and system test software modifications.

Reports and Adobe Forms Design, Development, Unit Test, and System Test

Defining the City's requirements and developing the required reports and custom forms will be a joint effort between the City and CGI. CGI will provide hours for analysis, design, development, and unit test activities for custom forms and for custom reports as specified in the Exhibit H: Core Financial Reports.

Reports will be constructed using various components of the infoAdvantage suite of tools based on the complexity of the report. Forms will be constructed using the Adobe suite of tools that are bundled with the Advantage Financial software. CGI will develop a Reporting Plan that organizes the development process, identifies assumptions and dependencies, roles and responsibilities, and the major reporting milestones and schedules.

The City will be responsible for the following activities:

- Provide input into the design of reports and forms
- Review and approve report and form designs
- Acceptance test reports and forms
- Design, develop and unit test a minimum of one report using infoAdvantage and Business Objects and one form using the Adobe suite of tools for knowledge transfer purposes

CGI will be responsible for the following activities:

- Create the Reporting Plan
- Provide AMS Advantage Financial 3 subject matter expertise
- Obtain copies (where available) of reports and forms from other projects
- Setup the infoAdvantage Reporting Universes required to support report development
- Provide general guidance to the City staff for completing the analysis and development of the reports and forms (as requested)
- Design, develop and unit test reports utilizing infoAdvantage reporting tools suite and forms using the Adobe suite of tools.

System Interfaces Design, Development, Unit Test, and System Test

The System Interface Strategy developed in the Envision Phase will be executed and tested during the Build Phase. System interfaces will be designed, developed, tested, and coordinated with the external System's owner.

The interface design and development tasks will be a joint effort between the City and CGI. CGI recommends an interface approach that utilizes the three following methods:

- **Eliminate interface** – This approach applies if AMS Advantage Financial 3 functionality can replace the external system thereby eliminating the need to interface data.
- **Retrofit interface** – For inbound interfaces, the primary change necessary is to reformat the information uploaded to AMS Advantage Financial 3 into XML, which is the format required by the AMS Advantage Financial 3 load utility SysManUtil. For outbound interfaces, the major retrofit required is a data bridge to extract and transform the AMS Advantage Financial 3 data into a format that can be used by the legacy interface program.
- **Rebuild interface** - This approach applies for interfaces that will remain intact functionally but where a complete technical rebuild is required or where the retrofit approach is not a suitable option. This approach involves the use of Pervasive Data Integrator, which can handle both the business logic and formatting requirements for rebuilding the interfaces.

CGI will develop an Interface Plan to provide additional detail on the interfaces to be developed, the interface development assumptions and dependencies, the organization and schedule of the interface development and testing effort, and the major milestones for implementation.

The City will be responsible for the following tasks:

- Coordinate availability of business and technical Subject Matter Experts
- Review and approve task work products
- Design at least one interface for knowledge transfer
- Develop at least one interface utilizing Pervasive Data Integrator for knowledge transfer
- Provide test files for inbound interfaces (those input to Advantage 3)
- Coordinate testing with external system owners
- Design and develop updates to external systems, if needed
- Final rounds of testing will include data generated from the appropriate interfacing systems

CGI will be responsible for the following tasks:

- Create the Interface Plan
- Provide AMS Advantage Financial 3 subject matter expertise
- Obtain copies (where available) of Pervasive Data Integrator maps/scripts developed at other project sites
- Provide knowledge transfer to the City staff for completing the analysis and development of the interfaces (as requested)
- Develop detail designs for each interface required. This will map the current interface to the appropriate solution
  - Retrofit interface
  - Rebuild interface
- Develop interfaces utilizing Pervasive Data Integrator
- Test the interfaces with unit test data and data generated from the appropriate interfacing systems during system testing

Data Cleansing and Conversion Planning

The City's familiarity with the current AMS Advantage Financial conversion data sources and their structures will be required in assessing and cleansing the source data in preparation for the conversion effort.

The development of a Conversion Plan is based on the Conversion Strategy created in the Envision Phase. The Conversion Strategy identifies the data sources and targets, data volumes, assess the quality of existing data to be converted, and document the business rules for transforming and cleansing the data. The Conversion Plan is comprised of the following:

- **Data Conversion Objectives**. As part of the conversion needs analysis, the overall conversion business objectives will be reviewed and translated into corresponding data conversion requirements. The files, tables, and fields to be populated and the number of years of historical data to be converted will be identified and documented. Some examples of the data to be converted include reference and system control tables, outstanding pre-encumbrances, encumbrances, expenditures, and summary nominal and balance sheet account balances of closed activities for the current fiscal year. City participation in defining the Data Conversion Objectives will help City staff develop an understanding of the type of data being converted and the data structures and organization in AMS Advantage Financial.
- **Legacy system data sources and quality.** After the Data Conversion Objectives are defined, the sources of data for the data conversion must be identified and evaluated. The legacy source systems will first be identified and a migration strategy to convert the legacy source systems will be developed. The data that is contained in the identified legacy systems will then be evaluated to determine the quality in preparation for the conversion. If required, a pre-conversion cleansing strategy will be developed to minimize converting "bad data" into AMS Advantage Financial. Based on the analysis of the reference tables and codes performed, two types of conversion processes will be defined: one for data that can be converted through automated processes, and one for data that must be converted manually. City knowledge of the legacy systems and their data will be critical in identifying the source systems and evaluating the data in preparation for conversion.
- **Define Data Verification Approach.** Upon completion of the assessment of legacy system data sources and quality, the approach for data verification will need to be defined. Defining a verification approach corresponding with the scope of data being converted is a critical step in mitigating data conversion risks and significantly reducing the frequency and severity of incidents in production operations. The City is responsible for defining the data verification criteria and processes, as well as verifying the converted data. The data verification approach must also define strategies for reconciling differences encountered upon completion of conversion processes.
- **Data volumes.** An approximation of the volume of data will be made for each type of data to be converted. The initial data volumes will be used to develop initial disk space and processing requirements, and conversion performance tests to be refined during conversion testing.
- **Conversion roles and responsibilities.** The roles and responsibilities for the overall conversion effort will be delineated in the Conversion Plan with a detailed Project Plan of conversion activities and schedules. City staff has valuable knowledge about the structure of their current environments, while CGI staff is knowledgeable about the structure of AMS Advantage Financial and has experience from other project implementations in converting data and crosswalk information. CGI will be responsible for developing the Conversion

Plan, and the design and execution of the automated conversion programs and tools. The City, with assistance from CGI, will be responsible for data cleansing activities and verification and correction of converted data.

The Conversion Plan will be developed in conjunction with City staff based on the City's knowledge of the current AMS Advantage Financial source system. The City will be responsible for extracting the data from existing legacy systems according to pre-defined conversion formats and processes documented in the Conversion Plan and performing manual data conversion, if necessary. Additionally, the City will test the conversion programs and toolsets, validate converted data from conversion tests and the production conversions, as well as perform post-conversion manual cleansing, if required. CGI will document the steps executed during the conversion and reconciliation process, as well as the data conversion test results. This documentation will create an audit trail for the data conversion, using reconciliation reports with reports from the originating system.

The Conversion Plan will be executed and tested during the Build Phase. The converted data will serve as the basis for the new system's financial information. Activities conducted for this task include:

- Assess data quality
- Scrub data
- Define, develop and configure conversion tools
- Data Conversion Test Plan and test conversion
- Perform data conversion
- Validate and document results of data conversion

The conversion effort will be a combination of the following methods:

- Manual Conversions - When data is not currently stored in an electronic format, is in very low volume data stores, or is incomplete or inaccurate, a manual conversion will be required. The manual conversion will entail the City entering the data directly into the new ERP system.
- Automated Conversions - When data is stored in electronic format and the data is complete, tools can be used to develop software and or processes to convert the data from the old system and format into the new ERP system.

The City will be responsible for the following tasks:

- Coordinate availability of business and technical Subject Matter Experts
- Provide specifications from existing interfaces
- Review and approve task work products
- Provide test input files for conversion
- Test the conversions

CGI will be responsible for the following tasks:

- Create the Conversion Plan
- Provide AMS Advantage Financial 3 subject matter expertise
- Provide conversion toolkit and data integrator maps developed at other project sites
- Development of detail designs for each conversion that will be required.
- Development of conversions processes utilizing Pervasive Data Integrator and other tools as needed
- Test the conversions with unit test data

Advantage-Documentum Implementation Support

Based on the requirements defined in the Documentum Implementation Strategy for FMS, CGI will develop a General Design for the Advantage-Documentum integration comprised of the following two components:

- **Functional Design:** CGI will identify the points within Advantage for integration with Documentum and associated reference data and system table set-up rules to support the City's business requirements for the Advantage-Documentum integration
- **Technical Design:** CGI will identify the technical approach and components required to satisfy the functional design. CGI will produce a high-level technical design that reflects the Advantage-Documentum integration components, data elements and integration protocol (i.e., protocol for data and image exchange and display). This includes the necessary Application Program Interface (API) for both FMS and Documentum.

In addition to the completion of the General Design deliverable, CGI will provide a budgeted set of implementation support hours. Based on the Documentum Implementation Strategy for FMS, CGI tasks may include:

- Support for the development, unit testing, and system testing of the Advantage-Documentum integration points identified in the General Design as priority items for the FMS go-live
- System configuration (reference data, database)
- Advantage-Documentum-specific training
- User acceptance test support
- Assistance and support for the City's Documentum-related tasks as defined in the Implementation Strategy.

Security & Workflow Testing

The Security and Workflow Test Plan will define the specific goals of the test, the components of AMS Advantage security and workflow to be tested, the test cases and expected results, and the roles and responsibilities of the City and CGI staff required for conducting the test. Security and workflow testing will be performed by the City and CGI to validate that the security setup is able to restrict unauthorized entry into the system or unauthorized use of features or functions of

the system according to the City's security requirements and that workflow has been configured to support the City's approval and workflow rules.

Application Testing

CGI's approach to comprehensive testing is the result of CGI's extensive experience in large-scale systems implementations. Tests are conducted from both a functional and performance perspective. Throughout the life cycle, rigorous testing enhances the quality of the delivered system.

Unit tests are the responsibility of CGI's system development team and system tests are the responsibility of CGI's functional analysts. Specific test cases and expected results are developed for each modification as part of the functional designs.

Integrated System Test and User Acceptance Test activities focus on testing online, web-enabled, and offline components. These tests are dependent on other project areas, and in particular are driven by updated business processes, transition management, and Conversion/ Interface activities.

Integrated System Test

The system integration testing task area focuses on building and executing an integrated system test. The integrated system test verifies the various system sub-components communicate effectively within the integrated system. It also tests the new operations software and cross-system functions in preparation for the user acceptance test. The City and CGI project team does this testing by using planned test cases and a test database.

The results of tests, both successful and unsuccessful, are recorded and reviewed. Errors discovered during testing are corrected and retested until the programs operate correctly. In addition, procedures are setup for tracking, reporting, and correcting system problems ("incidents") identified during testing. The integrated system test plan describes the support structure for issue tracking and resolution.

As integrated system testing progresses, incidents are reported and tracked, and the software is modified as required. The migration of programs from the test to the development environments and back is monitored so bugs can be corrected. Program fixes are recorded and tracked.

The final deliverable of this task area is an integrated system meeting design specifications and performance criteria. The testing effort includes the software modifications, interfaces, external systems (as applicable), conversion processes, reports, operations software, and the documented results of the testing efforts.

User Acceptance Test

The primary objective of the user acceptance test is to verify the new system meets the requirements specified in the functional design and to verify the conversion process. While CGI will assist in this effort, this task area is primarily the responsibility of the City. The City will define the formal acceptance criteria. CGI will participate in setting up the acceptance test environment, training, and data conversion activities needed to conduct the acceptance testing and issue resolution.

The formal acceptance criteria provides the basis for test development, system verification and acceptance sign-off. The User Acceptance Test Plan will include schedules, resources, and test conditions for the user acceptance test. Once the identified test scripts have been developed, data for the test is gathered and prepared, and then the tests are executed. Once the User Acceptance Test is executed and the acceptance criteria are met, the City Project Manager provides formal notice of acceptance.

The objectives of the user acceptance test are to verify the entire system meets design specifications and to verify that the new system supports the City operations (organization, policies, and procedures).

The results of tests, both successful and unsuccessful are recorded and reviewed. Incidents uncovered during testing are evaluated according to priority and classification, and scheduled for resolution. The incidents are evaluated to determine if they must be resolved before testing can proceed, before implementation, or after the system is in production. Each incident is classified as a system problem, a refinement of requirements, or an enhancement.

Only incidents identified during the acceptance test constituting material deviations from the system design will be corrected. Documented incidents representing a change in scope will be addressed in accordance with the agreed upon change control procedures.

The primary objective of the regression test is to confirm that software customizations have not inadvertently impacted existing system functionality. CGI recommends that the City conduct a separate regression test as part of or subsequent to its User Acceptance Test. Regression test scenarios are included in the System Test scripts and results to confirm that changes to the system have not adversely impacted baseline functionality. In addition to the testing conducted by the CGI project team during system testing, the CGI Solutions Management team has integrated regression testing as part of our normal Quality Assurance process prior to the release of software (major or sub-releases) to our clients.

Volume/Stress (Performance) Testing

The Performance Test measures real world, end-to-end business process completion times; set performance tests for a given operating environment (hardware, software and network configuration), and approximate changes in performance given changes to workload or operating environment. CGI accomplishes these goals through a combination of Load Testing, Stress Testing, and Performance Testing. While these tests are similar and often interchanged, the way the tests are run and the end goals are subtly different. During each test, response times and system resources such as CPU utilization, memory consumption, and swap times are monitored and recorded to paint a multi-dimensional picture of system performance.

Performance Testing is executed when the system has been sufficiently stabilized so incidents will not prevent test execution. The performance testing is executed for key system components for which throughput are critical. The results of performance tests are recorded and compared to the predicted performance measures.

The objective of Performance Testing is to verify the system performance with the established performance criteria. Other objectives of the stress/performance test are to highlight areas in which performance improvements can be realized and to lay groundwork for monitoring and tuning performance during production.

If the system requires further refinement and development to meet the performance criteria, steps taken to improve performance are documented. Based on the new system environment, CGI will prepare a set of recommendations for monitoring and tuning the system. System and performance problems identified during testing are tracked, reported, and corrected under the same procedures used for the system test. Performance improvements (to support online and offline processing) that must be achieved to support the City's requirements for go-live will be completed and documented as part of the Performance Test results.

CGI will conduct a two week performance test phase to load test the system. CGI will utilize a system performance tool (Silk performer) to conduct the test. The test will simulate up to 1,000 concurrent users across multiple modules. Test scenarios include tests at this maximum concurrent users level and batch processing to confirm that batch processes can be completed within the required nightly cycle windows. To test at additional levels or for an additional period of time will result in additional costs. Performance improvements identified during the performance testing will be applied to the system and tested prior to go-live.

The deliverable for this activity contains recommendations for monitoring and enhancing the performance once the system is in production.

Training and Knowledge Transfer

User community training is a component in CGI's comprehensive AMS Advantage Financial learning program supporting the City's identified financial system audiences. CGI anticipates the user community audiences to be inquiry users, professional users, power users, and report developers. Early in the Build Phase, CGI works with the City team to understand the user community's needs based on how they will use AMS Advantage Financial. Together the City and CGI review assumptions, preferences and challenges, refine audience sizes, identify any sub audiences, and determine the logistics of training delivery.

CGI offers the end user community customized curricula and customized learning tools based on role. Joint decisions made regarding the learning program and CGI and the City's respective roles and responsibilities are outlined in a deliverable called the Training Plan.

Based on the requirements defined in the Training Plan, CGI team members will develop customized content using CGI templates and design modular, instruction that accommodates various learning styles, incorporates effective interactivity, and promotes student learning.

CGI will provide training for City trainers (Train-the-Trainer Training) with the objective that the City trainers provide end-user training. CGI will provide a comprehensive training program for the City trainers including City project team training and orientation, technical support training, and functional support training. The training will include e-learning components, self-study components, and formal classroom training.

CGI will provide support for City instructors through standard tools, which can help the City plan, deliver, and deploy learning components to the user community efficiently and cost effectively – for the life of the implementation. With this blended approach, the City can minimize the need for a substantial investment in new or additional brick and mortar facilities, can use classroom time more resourcefully, and offer independent learning anytime. Learning content and user job aids can be available to the user community from anywhere City security permits. Classroom

sessions introduce the online self-help tools, support users as they learn, and offer additional hands on practice with a live instructor.

While training encompasses the formal modes for communicating new solution functionality and preparing the City staff for their new functional and technical roles, Knowledge Transfer is the on-going, gradual, and often informal alignment process of City staff with their new responsibilities. Successful knowledge transfer entails matching the correct approach with the City's specific needs. For example, an immersion approach is a delivery method designed to bring a large group of people up to speed in a technology within a limited amount of time. Mentoring is used to reinforce newly acquired skills, allowing employees to continue working on projects while receiving training. It is also highly cost-effective, since the mentor acts as a guide to help students complete development of an actual application.

CGI provides onsite technical training on the following IT tools specific to AMS Advantage Financial technologies, including technical architecture, interface and conversion tools, AMS Design Studio, Pervasive Data Integrator, and Adobe Present Output Designer and Adobe Present Central Pro. This training is targeted for the IT members of the City's project team.

Documentation

CGI provides extensive on-demand documentation of baseline AMS Advantage Financial at multiple levels: context-sensitive, customizable online help and downloadable reference guides in PDF format. This unmodified product documentation is provided with the initial delivery of software to the City. CGI will provide updated documentation in the form of supplements to the baseline documentation or updated manuals, as appropriate, integrating the baseline documentation with the City's changes and incorporating documentation of the conversion and system interface software developed for the FMS project. Updated documentation will be at a level of detail consistent with that of the baseline documentation. Additionally, CGI will generate customized online help files based on the user documentation developed.

Business Process Re-engineering

During the Build Phase, CGI will provide support services to facilitate the analysis, development and implementation of the business process improvement opportunities identified during the Envision Phase for the Chart of Accounts design and each of the functional areas (e.g., Accounts Payable, Accounts Receivable, General Ledger, and Cost Accounting). The current state of each opportunity will be reviewed and documented. Improvement recommendations will be developed and a future state documented for review and approval by the City. An implementation plan will be developed for each opportunity. The activities required to implement approved business process improvements will be coordinated with other implementation and training activities as well as with the Organizational Change Management activities.

In preparation for the Business Process Re-engineering activities to support the adoption of the envisioned FMS Chart of Accounts (COA), a COA Guidelines document will be developed and distributed to the City agencies to present:

- Overview of COA for the new FMS system

- Anticipated departmental impacts for the usage of the revised COA
- Terminology and crosswalk between the legacy FMIS COA and the new FMS COA
- Impact on data entry of financial transactions.

Organizational Change Management

In the Build Phase, CGI will provide support services to develop and execute the tasks and activities as defined in the Organizational Change Management Plan. CGI will conduct a Change Readiness Assessment and design change management activities based on the results provided. CGI will work closely with the City's change sponsor and with the City Change Committee to proactively identify and address areas of focus for change management attention and support.

Transition Management

Transition is the process an organization undergoes in moving from its current operations to operations under a new business solution. Transition management prepares the people, processes, work setting, hardware, software, data, procedures, and documentation to go-live in a smooth, structured, and informed manner. The goal of the Transition Management activity is to assess readiness based on the state of the organization, results of user training, presence of user support and problem resolution processes, and the readiness of the technical infrastructure.

The implementation approach incorporates transition management throughout the life cycle of the implementation, beginning with identifying impacts to business processes in the Envision Phase through the activities to document and communicate the implementation of the updated business processes. A key characteristic of the transition management model is City staff participation in updating the business processes, as well as devising and implementing the Transition Strategy. This is as an important strategy to foster acceptance and facilitate the implementation of the updated business processes.

A final set of production readiness checklist items will be reviewed to facilitate a final readiness assessment and a "go/no-go" decision. As part of CGI's transition management approach, CGI will develop the assessment checklists to evaluate operational and implementation readiness. The aforementioned transition tasks are summarized below:

- **Update and Communicate Business Processes and Procedures.** A critical component to successful upgrade implementation is the planning and communication of updated business processes and procedures to support the implementation of upgraded AMS Advantage Financial. During the Build Phase, CGI will assist the City's development of a Communication Plan to disseminate information about updated business processes in preparation for system implementation. CGI will be responsible for documenting the updates to business processes that are approved and vetted by the City and the City will be responsible for execution of the Communication Plan. The Communication Plan includes the type and mode of communication and their targeted audience. The primary objective of the Communication Plan is to ensure the City staff affected by the implementation of AMS

Advantage Financial are informed and prepared to perform their job functions upon system implementation.

- **Operational Readiness Checklist.** CGI will develop an operational readiness checklist and work with the City to assess whether City operational staff is ready to operate the system, and whether the operational processes and post-implementation support structure are defined and appropriately staffed. An important milestone in assessing operational readiness is whether all critical software issues have been resolved and whether there are outstanding issues related to operations and maintenance. It will include readiness checkpoints for monitoring preparations, back-up and recovery procedures, technical infrastructure, connectivity and workstation checks, interfaces, reports, and readiness of City systems to interface with AMS Advantage Financial.
- **Implementation Readiness Checklist.** CGI will also develop an Implementation Readiness Checklist and work with City staff to assess their implementation readiness and identify the mitigation strategies to address areas where readiness may be at risk. The Implementation Readiness Checklist will include items such as the readiness of City staff to perform their job using the various functional components of AMS Advantage Financial and whether additional training and/or further clarifications of updated procedures are required. It will include readiness checkpoints for published updated policies and procedures and City Help Desk infrastructure. The assessment will also determine the need for follow-up training in certain areas and additional communication about the implementation of updated procedures. Prior to going live, City and CGI must discuss the areas of concern raised by both users and management staff and identify strategies for addressing these concerns.

Achieve Phase

The primary objective of the Achieve Phase is to integrate the components built in the Build Phase into the rest of the organization's ongoing business. The Achieve Phase encompasses production cutover preparation and system implementation activities required to enable the City to begin production operations. The Production Cutover Plan lays out detailed steps for making the new system operational. It specifies how the system cutover will be accomplished, list of tasks, roles and responsibilities, and contingencies/fall-back strategies. Because the City operations team primarily responsible for the cutover must buy into the plan, CGI recommends key members of the City team be actively involved in the preparation and approval of the plan. CGI will assist the City in the development of the Production Cutover Plan.

The scope of Achieve Phase activities includes:

- Planning and execution of mock conversion (at least three iterations) and final production conversion processes
- Conversion of all data needed to populate the production database and files, using previously tested data conversion processes and validation of the data conversion
- Development of the Production Cutover Plan, planning and execution of cutover rehearsals, and completion of the cutover to the new operations, following procedures specified in the Production Cutover Plan

- Preparation of City teams for development support, system administration support, third-party/vendor support, and help desk (user) support
- A transfer of responsibility for support and maintenance of the new system from project management to City operations management and post-implementation support.

Exhibit A–1.8 Key Tasks and Deliverables for the Achieve Phase and Post-Implementation

Tasks	Activities	High-Level Deliverable & Work Product Descriptions
Mock Conversion and Production Data Conversion	• Plan and perform mock conversion • Support data cleansing • Plan and support Mock Conversion for at least three iterations	• Mock Data Conversion Execution • Final Conversion Plan and Production Data Conversion
Support Production Cutover	• Develop Cutover Plan • Conduct Cutover Rehearsals • Support production cutover • Prepare City teams to hand over production operations	AMS Advantage 3 Financial Production Cutover • Final Production Cutover Plan • Cutover Rehearsals • Help Desk Support
Post-Implementation Support Services	• Support production operations • Review and address production issues • Manage the Production Incident Log • Manage the Change Request Log • Continued knowledge transfer to operations and system administration staff	• Post-Implementation Support Services • Production Incident Log • Change Request Log • Post Implementation and Project Completion Report • Knowledge transfer from CGI to City staff
CAFR Reports Development & Implementation Support (Post-Implementation)	• Review of current CAFR procedures and software • Defined tasks and allocation of the CGI support hours budgeted to support the City's CAFR reports development effort • Assistance with data extracts, testing, and reports design and analysis using FMS software, tools, and data as applicable for meeting the City's requirements as	• CAFR Reports Development & Implementation Support Services

Mock Conversion and Production Data Conversion

A “mock conversion” is where a production-like environment is established in a test region and conversion processes are executed as a “dress rehearsal” (with a minimum 3 iterations) for the actual production data conversion. The verification approach will entail converting production data for a pre-defined processing day and comparing the results of processing the converted data by the new system against the historical production reports/files for the same processing day. Results from the mock conversion can be used to identify additional considerations for manual conversion, adjust the data verification criteria and process, finalize the Production Conversion Plan, and execute the steps on the plan.

Cutover to Production Operations

This component of system implementation includes the development of the Cutover Plan and the execution of activities in the final Production Cutover Plan. Final preparations of the production computing environment, software migrations, application configuration, scheduling of offline jobs and verification for production operations will be performed. The City, with CGI assistance will be responsible for performing all activities for production cutover. While the actual tasks to be completed must be based on the procedures and strategies outlined in the Production Cutover Plan, CGI anticipates the following types of tasks will be completed during the cutover:

- **Migration** of AMS Advantage Financial software, reports, interfaces, and conversion processes to the production environment
- **Execution** of the cutover to the new production environment, following procedures specified in the Production Cutover Plan
- **Preparation** of the City teams for development support, system administration support, third-party/vendor support, and help desk (user) support
- **Transfer** of responsibility for support and maintenance of the new system from the City and CGI project management team to the City’s operations management

In addition to the production cutover activities for migrating to the new system, steps must be taken to decommission the legacy systems. These include taking a backup of the legacy system, changes to the legacy system procedures, updates to the legacy system security tables to prevent usage of the system, changes to the automated job scheduler to stop executing the batch processes, and communicating the close-out of the legacy system to the users. The City will be responsible for the planning and execution of the close-out activities for the legacy systems, including the periodic communication for the system close-out activities throughout the system implementation lifecycle. CGI will assist the City in planning for the legacy system shut down within the production cut over plan.

Post-implementation Support

CGI shall provide on-site post implementation support after the implementation of the FMS Project. In general, the on-site CGI post implementation support team will be engaged in the following activities during the on-site post implementation period:

- **Production Operations Monitoring** – Support for nightly cycle problem resolution, monthly cycle problem resolution, system assurance monitoring, system and database

tuning, and work with the City to stabilize the operations of the new system in the production environment;

- **Production Incidents Resolution** – Support for the resolution of reported end user incidents, resolution of reported operations-related incidents, and coordination of incident resolution with CGI Customer Support Center. The City will participate in this process by assisting in the prioritization of incidents and defining severity levels;
- **Change Notice Support** – Support for determination of whether or not an application enhancement is required or if a suggested change can be supported with standard system functionality;
- **Post-Implementation Training** – Support for facilitating knowledge transfer from CGI staff to City functional and technical staff and support for the delivery of refresher training to the FMS end user community; and
- **Transition to CGI Customer Support Center** – Support for transition from the on-site post-implementation support team to the CGI Customer Support Center. The CGI Customer Support Center will provide the long term post implementation support services.

The post-implementation on-site staffing levels for the AMS Advantage Financial application are outlined below.

CGI shall provide six (6) months of on-site post-implementation support. Subsequent to this six-month period, CGI shall provide additional on-site support services during the City of Los Angeles' first period closing after go live in July/August 2010, 1099 processing in early 2011 and first annual closing scheduled for mid-2011.

The numbers of full time equivalent staff that will provide the on-site post implementation support are identified below:

July 2010	August 2010	September 2010	October 2010	November 2010	December 2010
4 Technical	3 Technical	3 Technical	3 Technical	3 Technical	3 Technical
4 Functional	3 Functional	3 Functional	3 Functional	3 Functional	3 Functional

During July and August 2010, CGI will provide on-site support for the completion of the first period closing after go live.

The numbers of full time equivalent staff that will provide the on-site support for the first period closing are identified below:

July 2010	August 2010
1 Technical	1 Technical
1 Functional	1 Functional

During December 2010 and January 2011, CGI will provide two (2) months of support for the completion of the 1099 reporting for calendar year 2010. This support for the production of 1099's includes the process of creating 1099 information from AMS Advantage® 3 Financial and, where applicable, the generation of 1099 forms for external vendor payment systems.

The numbers of full time equivalent staff that will provide the on-site 1099 reporting support are identified below:

December 2010	January 2011
1 Technical 1 Functional	1 Functional

Additionally, from May through August 2011 CGI will provide four (4) months of support for the completion of the annual closing for fiscal year 2010/2011. This annual closing support includes activities such as new-year table initialization to re-establish fiscal year 2011/2012 chart of accounts based on fiscal year 2010/2011 information, requisition lapse, purchase order lapse, purchase order rollover, and annual closing processes to close revenues and expenses.

The numbers of full time equivalent staff that will provide the on-site support for the annual closing for fiscal year 2010/2011 are identified below:

May 2011	June 2011	July 2011	August 2011
1 Technical 1 Functional	1 Technical 1 Functional	1 Technical 1 Functional	1 Functional

CAFR Reports Development & Implementation Support

CGI will allocate a budgeted set of hours as CAFR Reports Development & Implementation Support. CGI will review the City's current CAFR development procedures and software and work with the City to define how the budgeted set of hours will be allocated. CGI will also assist the City in developing the data extracts, testing, and completing the designs/analysis necessary to produce the CAFR reports using the FMS software, tools, and data as applicable for meeting the City's requirements stated in Exhibit D: Core Financial Business Requirements.

Project Plan Roles and Responsibilities

Exhibit–1.9 below shows the major activities and tasks performed during the project and the roles and responsibilities of both CGI and the City of Los Angeles.

Exhibit A–1.9 Project Plan Roles and Responsibilities
Financial Management System (GL, AP, AR, Cost Accounting)

Activity/Task	CGI Roles	CGI Responsibilities	City Roles	City Responsibilities
Planning and Project Management	• Project Manager • Engagement Manager • Change Consultant	• Prepare Project Plans • Prepare Status Reports • Facilitate Project Team Meetings • Attend Executive Steering Committee Meetings • Manage Issues and Risks • Manage day to day CGI tasks • Prepare Change Management Plan • Facilitate Change Process	• Project Manager • Executive Sponsors • Change Manager	• Review Project Plans • Review Status Reports • Attend Status Meetings • Facilitate Executive Steering Committee Meetings • Resolve Issues and Mitigate Risks • Manage day to day City tasks
Envision Phase				

Activity/Task	CGI Roles	CGI Responsibilities	City Roles	City Responsibilities
Hardware/Software Installation for Prototype and Training (CGI Hosted Environment)	• Software Installer	• Install AMS Advantage Financial Software and associated 3rd party software on CGI hosted environment • CGI will provide Internet access to the prototyping environment located on CGI facilities.	• Systems Programmer • Database Administrator • Network Administrator	• Provide Assistance With Installation of software
Project Team Product Training	• Subject Matter Experts • Technical Lead • Development Lead	• Develop Training Materials • Deliver Functional Team Training on AMS Advantage Financial 3 • Deliver Technical Team Training on AMS Advantage Financial 3	• Function Lead • Business Experts • Database Administrator • Systems Programmer • Developers	• Attend Training Classes

Activity/Task	CGI Roles	CGI Responsibilities	City Roles	City Responsibilities
Application Prototype Preparation/Business Process Review	• Subject Matter Experts • Functional Team Leads	• Review Business Scenarios Prepared by City • Configure Prototype Environment • Draft initial Requirements-Traceability Matrix • Develop FMS COA Design • Assist City in identifying areas for business process improvement	• Business Experts • Functional Team Leads	• Prepare Business Scenarios • Assist with Configuration
Prototype Execution	• Subject Matter Experts • Functional Team Leads	• Lead Prototype Sessions	• Business Experts • Functional Team Leads	• Participate in Prototype Sessions
Fit-Gap Assessment	• Subject Matter Experts • Functional Team Leads	• Review Prototype Results and Identify Gaps in Requirements • Recommend alternatives for Gaps	• Business Experts • Functional Team Leads	• Provide insight into Business Requirements • Review alternatives

Activity/Task	CGI Roles	CGI Responsibilities	City Roles	City Responsibilities
Technical Assessment for Production	• Technical Lead • Developers	• Analyze current architecture and transaction volumes • Refine Specifications for New Architecture	• IT Management	• Provide Input on Current Architecture • Provide Transaction Volume Data
Implementation Analysis Document	• Functional Lead • Subject Matter Experts • Developers • Change Management Consultant	• Document the Overall Implementation Strategy and the results of the analysis during the Envision Phase. Sections of the document include: ▪ Executive Summary ▪ Fit Gap Analysis Summary ▪ Requirements Traceability Matrix ▪ Software Modification Strategy ▪ Conversion Strategy ▪ Security & Workflow Strategy ▪ Interface Strategy ▪ Report Strategy ▪ Training and Transition Management Strategy	• Functional Lead • Business Experts • Change Management Consultant	• Review drafts and finals of strategy documents • Provide input to the analysis
Build Phase				

Activity/Task	CGI Roles	CGI Responsibilities	City Roles	City Responsibilities
Hardware and Software Installation	• Software Installer • Third Party Software Installer • Systems Programmer • Database Administrator	• Install AMS Advantage Financial Software and associated 3rd party software • Provide guidance with installation / configuration of hardware	• Hardware Installer • Systems Programmer • Database Administrator • Network Administrator	• Install Hardware • Provide Assistance With Installation of software
Establish Production Technical Platforms	• Software Installer • Third Party Software Installer • Systems Programmer • Database Administrator	• Set up additional environments for development/unit test, integrated system test, user acceptance test, training, conversion, and production • Provide version control and configuration management support for environments	• Systems Programmer • Database Administrator	• Assist with Installation of the AMS Advantage Financial Software and additional environments • Assist with version control and configuration management support for environments • Procure and install version control software

Activity/Task	CGI Roles	CGI Responsibilities	City Roles	City Responsibilities
Production Software Configuration	• Functional Lead • Subject Matter Experts	• Define Business and Workflow Rules for G/L, A/P, AR, Cost Accounting	• Functional Lead • Business Experts • Systems Programmer • IT Developers	• Provide Input Into Business and Workflow Rules Definition • Review and Approve Rules • Operating system Administration • Job Scheduler Software Setup and Administration
Software Modification Design, Development and Unit Test	• Subject Matter Experts • Technical Lead • Software Modification Developers	• Prepare Software Modification Designs • Develop and Unit Test Customized Software	• Business Experts • IT Developers	• Participate in Software Modification Design • Review and Approve Design and Unit Test Results
Data Conversion Design, Development and Unit Test	• Subject Matter Experts • Technical Lead • Development Team Lead • Conversion Developers	• Prepare Conversion Designs • Develop and Unit Test Conversion Software	• Business Experts • IT Developers	• Assist with Conversion Design • Review and Approve Design and Unit Test Results

Activity/Task	CGI Roles	CGI Responsibilities	City Roles	City Responsibilities
System Interfaces Design, Development and Unit Test	• Subject Matter Experts • Technical Lead • Development Team Lead • Interface Developers	• Prepare Interface Designs • Develop and Unit Test Interface Software	• Business Experts • IT Developers	• Participate in Interface Design and Development • Review and Approve Design and Unit Test Results
Reports Design, Development and Unit Test	• Subject Matter Experts • Technical Lead • Reports Developers	• Prepare Report Designs • Develop and Unit Test reports	• Business Experts • IT Developers	• Assist with Report Design • Review and Approve Design and Unit Test Results
Security & Workflow Testing	• Technical Team Lead • Subject Matter Experts	• Prepare Security & Workflow Test Plan • Execute Security & Workflow Test Scripts • Document Results and Incidents • Resolve Incidents and Re-Test	• Business Experts	• Assist in setup of Test Environment • Assist with Execution of Test Scripts and Processes • Load Security and Workflow Rules in production environment

Activity/Task	CGI Roles	CGI Responsibilities	City Roles	City Responsibilities
Advantage-Documentum Implementation – Strategy, General Design & Implementation Support	• Technical Team Lead • Subject Matter Experts	• Prepare Document Implementation Strategy to support FMS • Prepare General Design to support City's requirements for Advantage-Documentum Integration • Provide support for executing the Documentum Implementation Strategy	• Business Experts • Technical Team	• Assist with implementation strategy development • Assist or lead the Advantage-Documentum Interface / Integration Design, Development, Unit Test, and System Test

Activity/Task	CGI Roles	CGI Responsibilities	City Roles	City Responsibilities
Perform Integrated System Testing	• Technical Team Lead • Development Team Lead • Software Modification Developers • Interface Developers • Conversion Developers • Reports Developers • Subject Matter Experts	• Configure Test Environment • Execute Test Scripts and Processes • Document Results and Incidents • Resolve Incidents and Re-Test	• Functional Team Lead • Business Experts • IT Developers	• Assist in setup of Test Environment • Assist with Execution of Test Scripts and Processes
Perform User Acceptance Testing	• Functional Team Lead • Subject Matter Experts	• Provide Support for User testing • Resolve Test Incidents	• Test Team Lead • Business Experts	• Define formal acceptance criteria • Develop UAT plan and test scripts • Setup UAT data • Execute Test Scripts • Document Results and Identify Incidents • Re-test any Incidents

Activity/Task	CGI Roles	CGI Responsibilities	City Roles	City Responsibilities
Perform Performance Testing	• Technical Team Lead • Database Administrator • Development Team Lead • Developers • Subject Matter Experts	• Configure Test Environment • Tuning of Advantage database • Execute Test Scripts and Processes • Document Results and Incidents • Resolve Incidents and Re-Test	• Business Experts • IT Developers • Database Administrator • System Software Administrator • Network Administrator	• Setup Test Environment • Assist with Execution of Test Scripts and Processes • Assist with analysis of test results
System and User Documentation	• Functional Leads • Subject Matter Experts • Development Team Lead • Developers	• Configure Standard Documentation for City • Configure Standard Operations Documentation for City	• Functional Team Lead • Business Experts • IT Management	• Review Documentation

Activity/Task	CGI Roles	CGI Responsibilities	City Roles	City Responsibilities
Training and Knowledge Transfer	• Functional Leads • Subject Matter Experts	• Develop Training Plan • Develop Training Materials • Deliver Train-the-Trainer Training	• Functional Team Lead • Business Experts • Trainers	• Assist with Training Plan • Conduct End User Training • Review Training Materials • Attend Training Sessions
Transition Management	• Project Manager • Engagement Manager • Change Management Consultant • Technical Team Lead • Development Team Lead • Developers • Functional Team Lead • Subject Matter Experts	• Develop Operational Readiness Checklist • Develop Implementation Readiness Checklist • Develop Cutover Plan	• Executive Sponsors • Project Manager • Change Management Manager	• Conduct Operational Readiness Assessment • Conduct Implementation Readiness Assessment
Achieve Phase				

Activity/Task	CGI Roles	CGI Responsibilities	City Roles	City Responsibilities
Mock Data Conversion	• Functional Team Lead • Subject Matter Experts • Technical Team Lead • Development Team Lead • Developers	• Perform Mock Data Conversion • Identify Gaps or Incidents • Resolve Incidents	• Functional Team Lead • Business Experts • IT Management	• Assist with Mock Data Conversion • Identify Gaps or Incidents • Correct converted data, as applicable
Production Cutover	• Technical Team Lead • Functional Team Lead • Subject Matter Experts • Conversion Developers	• Cutover Plan • Conduct Dress Rehearsals for Cutover • Perform Production Cutover	• Functional Team Lead • Business Experts • IT Management • IT Developers	• Participate in Dress Rehearsal • Jointly Perform Production Cutover

Activity/Task	CGI Roles	CGI Responsibilities	City Roles	City Responsibilities
Post-Implementation	• Subject Matter Experts • Technical Lead • Development Team Lead • Software Modification Developers • Interface Developers • Reports Developers	• Monitor Production Operations • Resolve Issues or Incidents • Knowledge Transfer • Support for Refresher End User Training Delivery • Support first 1099 processing cycle in January 2011. • Support first Period Close process in July and August 2010. • Support First Annual Close process in July and August 2011.	• Business Experts • IT Developers	• Monitor Production Operations • Resolve Issues or Incidents

Activity/Task	CGI Roles	CGI Responsibilities	City Roles	City Responsibilities
CAFR Reports Development & Implementation Support (Post-Implementation)	• General Accounting SMEs • IT Developers	• Review of current CAFR procedures and software • Allocation of budgeted hours for CGI support • Assistance with data extracts, testing, and reports design and analysis using FMS software, tools, and data as applicable for meeting the City's requirements stated in Exhibit D: Core Financial Business Requirements	• Functional Team Lead • Business Experts • IT Management • IT Developers	• Design, development, testing, and review of CAFR reports

EXHIBIT B: CORE FINANCIAL DELIVERABLES DEFINITION

The table below provides a list of deliverables to be completed by CGI for the FMS Project

Deliverable #	Deliverable Name	Work Products and Description	Task ID	Payment Milestone
Project Management				
1.0	Project Management Status Reports	Monthly Status Reports comprised of a compilation of weekly status reports for the month with an executive summary describing: ▪ Deliverables completed ▪ Risks and issues ▪ Key accomplishments ▪ Goals for Next Period ▪ Updated Project Plan ▪ Updated Issues Log • Post Implementation Completion Report • Updated matrix of work products/deliverables and their progress • Project Plan, updated as project schedule, milestones, resource assignments and task dependencies evolve • Status Minutes for key meetings • Support for City staff in outreach activities: ▪ Updates to web site and newsletter ▪ Executive presentations ▪ End-user briefings	1.1.4	1.0
		Project Management Office Support		
		Master Contact List with both CGI and City contacts listed. Contact list contains email, phone, and cell phone information.		
2.0	Kick-off Meeting (Core Team)	Kick-off presentation materials One kick-off presentation to Core Financial team	1.2.2	2.0
3.0	Project Control Document	• Project Charter specifies project objectives, scope, assumptions, and overall timelines for project phases and deliverables	1.3.9	3.0

Deliverable #	Deliverable Name	Work Products and Description	Task ID	Payment Milestone
		• Project Scope Management Plan describes the processes, procedures, tools, and roles and responsibilities for controlling scope changes during project implementation		
		• Software Change Control Plan includes processes for version control and development activities		
		• Risk Management Plan includes the risk identification and mitigation processes, tools, roles and responsibilities that will be used to manage and control project risks		
		• Issue Management Plan includes the processes, tools, roles and responsibilities that will be used to manage and control the timely resolution of project issues		
		• Quality Management Plan includes the processes, roles and responsibilities, and quality standards that will be used to ensure quality deliverables are produced		
		• Configuration Management Plan includes processes, procedures, tools, roles and responsibilities to be used to control and manage production changes during the project		
		• Project Documentation Standards includes the standard templates and format for the various documents and deliverables produced by the project		
		• Project Control Document Complete		

Deliverable #	Deliverable Name	Work Products and Description	Task ID	Payment Milestone
4.0	City Staffing and Facilities Planning Support	Provide support to the City's core project team to assess estimated City staffing levels and finalize work facilities planning Document results in the Resource Table	1.4.2	4.0
5.0	Detailed Project Plan	• Detailed Project Plan containing: ▪ Project Roadmap ▪ Project Plan ▪ Resource Table ▪ Project Organization Chart ▪ Project Context Diagram	1.5.6	5.0
6.0	Kick-off Meeting (City Departments)	Kick-off presentation materials • Kick-off presentations to groups of City Departments (Limited to four kick-off presentations)	1.6.2	6.0
Envision Phase				
7.0	Prototype Environment	• Installation of AMS Advantage Financial software modules, infoAdvantage and applicable third party software in the Prototype Environment provided by CGI • Software Configuration Checklist that identifies and describes the AMS Advantage Financial system control tables to be set-up and corresponding methods for populating tables • System Control Tables Set-up	2.1.2	7.0
8.0	AMS Advantage 3 Financial Product Training	Project Team Training Curriculum and baseline Advantage Financial Training Materials	2.2.1.4	8.0

Deliverable #	Deliverable Name	Work Products and Description	Task ID	Payment Milestone
	for Core Project Team	• Product Training (Group 1) for Core Project Team 1 that reviews system functionality for prototyping. Training utilizes baseline materials and encompasses the following AMS Advantage Financial modules: ▪ Accounts Receivable ▪ Cost Accounting ▪ General Ledger ▪ Accounts Payable ▪ Security and Workflow ▪ infoAdvantage and Reporting		
		• Product Training (Group 2) for Core Project Team 2 that reviews system functionality for prototyping. Training utilizes baseline materials and encompasses the following AMS Advantage Financial modules: ▪ Accounts Receivable ▪ Cost Accounting ▪ General Ledger ▪ Accounts Payable ▪ Security and Workflow ▪ infoAdvantage and Reporting		
9.0	AMS Advantage 3 Financial Technical Training for Core Project Team	Training Curriculum and Materials for technical team training in the following areas: ▪ AMS Advantage Design Studio ▪ AMS Advantage Document Load Utility (SysManUtil) ▪ Pervasive Data Integrator ▪ Adobe Forms ▪ infoAdvantage	2.2.2.3	9.0
		• Technical Training Sessions to review the above-mentioned areas		

Deliverable #	Deliverable Name	Work Products and Description	Task ID	Payment Milestone
10.0	Business Process Re-Engineering Preparation Support	• CGI will conduct a preliminary review of business process scenarios that the City has prepared to support the FMS project • Provide the City with assistance and guidance for updating the business process scenarios to support prototyping activities • Provide the City with assistance in identifying and documenting the current business processes and scenarios to support prototyping activities	2.3.2	10.0
11.0	Financial Application Prototype – General Ledger	• General Ledger Prototype Scripts ▪ Data Set-up to support Prototype session including Reference tables, basic City Chart of Accounts, and Operational data ▪ Updated business requirements ▪ Requirements Traceability Matrix referencing prototype scripts to the business requirements ▪ Scheduled prototype sessions Prototype sessions for General Ledger Documented prototype issues and results • Overview of the process and functionality to be prototyped at the beginning of each prototype session • Prototype Script Results Document including steps to recreate scenario in system.	2.4.1.3	11.0

Deliverable #	Deliverable Name	Work Products and Description	Task ID	Payment Milestone
12.0	Financial Application Prototype – Accounts Payable	• Accounts Payable Prototype Scripts ▪ Data Set-up to support Prototype session including Reference tables, basic City Chart of Accounts, and Operational data ▪ Updated business requirements ▪ Requirements Traceability Matrix referencing prototype scripts to the business requirements ▪ Scheduled prototype sessions Prototype sessions for Accounts Payable Documented prototype issues and results Overview of the process and functionality to be prototyped at the beginning of each prototype session • Prototype Script Results Document including steps to recreate scenario in system	2.4.2.3	12.0

Deliverable #	Deliverable Name	Work Products and Description	Task ID	Payment Milestone
13.0	Financial Application Prototype – Accounts Receivable	• Accounts Receivable Prototype Scripts ▪ Data Set-up to support Prototype session including Reference tables, basic City Chart of Accounts, and Operational data ▪ Updated business requirements ▪ Requirements Traceability Matrix referencing prototype scripts to the business requirements ▪ Scheduled prototype sessions Prototype sessions for Accounts Receivable Documented prototype issues and results Overview of the process and functionality to be prototyped at the beginning of each prototype session Prototype Script Results Document including steps to recreate scenario in system	2.4.3.3	13.0

Deliverable #	Deliverable Name	Work Products and Description	Task ID	Payment Milestone
14.0	Financial Application Prototype – Cost Accounting	• Cost Accounting Prototype Scripts ▪ Data Set-up to support Prototype session including Reference tables, basic City Chart of Accounts, and Operational data ▪ Updated business requirements ▪ Requirements Traceability Matrix referencing prototype scripts to the business requirements ▪ Scheduled prototype sessions Prototype sessions for Cost Accounting Documented prototype issues and results • Overview of the process and functionality to be prototyped at the beginning of each prototype session • Prototype Script Results Document including steps to recreate scenario in system	2.4.4.3	14.0
15.0	Technical Specifications Document	Technical Specifications Document contains the following: • Assumptions including transaction volumes and performance requirements • Additional hardware and software requirements to support implementation • Analyzed technical infrastructure and architecture standards • Developed system architecture • Recommendations for the acquisition of hardware and software required • Open issues and action items	2.5.2	15.0

Deliverable #	Deliverable Name	Work Products and Description	Task ID	Payment Milestone
16.0	FMS Chart of Accounts Design	• FMS Chart of Accounts Design including: ▪ Overview of the COA for the new FMS system, including Citywide, Organizational, Departmental, and Cost Accounting data elements ▪ Impact on Data Entry of Financial transactions	2.6.2	16.0
17.0	Fit Gap Analysis	Fit Gap Analysis Document comprised of the following: • High-level functional descriptions of software customizations • Application and reference table set-up requirements • An inventory of prototype issues and their resolution • Open issues and action items	2.7.2	17.0
18.0	Implementation Analysis Document	The Implementation Analysis Document is the accumulation of the Technical Assessment, Functional Analysis, and Implementation Assessment performed during the Envision Phase of the project. It consists of the following sections:	2.8.13	18.0

Deliverable #	Deliverable Name	Work Products and Description	Task ID	Payment Milestone
		• Data Conversion Strategy includes the following ▪ A list of tables to be populated and/or set-up for production operations ▪ Preliminary list of source systems and/or files from which data will be converted and the type of data converted ▪ Data cleansing considerations ▪ Approach for data conversion, including the use of AMS Advantage Financial document formats and rules ▪ Confirmation, replacement, and/or elimination of the tables identified in Exhibit G – Core Financial Conversions) and the organization of Data Conversion Software into iterations (i.e., logical groupings of work products) ▪ Data integrity rules for the final version of the tables ▪ Data conversion timing and sequence ▪ Required control reporting ▪ An indication of the proposed conversion method (automated or manual) ▪ Testing strategy, conditions, and cycles ▪ Description of any other impacts ▪ Participants (roles & responsibilities) ▪ Procedures for database population and refresh ▪ Any revisions to the costs of existing deliverables or addition of new deliverables will be mutually agreed upon by the City and CGI and documented via the Change Notice process.		

Deliverable #	Deliverable Name	Work Products and Description	Task ID	Payment Milestone
		• System Interface Strategy with the following: ▪ Approach for system interfaces, including confirmation, replacement, and/or elimination of the interfaces identified in Exhibit F – Core Financial Interfaces) and the organization of interfaces into iterations (i.e., logical groupings for work products) ▪ Identification and description of the Financial documents used for Inbound interfaces ▪ Inventory of inbound and outbound interfaces and their corresponding Financial document (inbound) ▪ Any revisions to the costs of existing deliverables or addition of new deliverables will be mutually agreed upon by the City and CGI and documented via the Change Notice process.		
		• Reporting & Inquiry Strategy includes: ▪ The number and types of predefined reports and queries ▪ An inventory of reports, the report title, report usage, frequency, distribution, and distribution methods ▪ Defined allocation of levels of effort and costs to the reports approved by the City for the FMS Project ▪ Defined iterations to organize Report Designs and Software into logical groupings of work products ▪ The costs for each defined iteration and any new deliverables will be mutually agreed upon by the City and CGI and documented via the Change Notice process.		

Deliverable #	Deliverable Name	Work Products and Description	Task ID	Payment Milestone
		• Software Modification Strategy includes: ▪ Brief descriptions of the software customizations identified and agreed upon ▪ Testing strategy ▪ Description of impacts to other FMS Project functionality		
		• Security & Workflow Strategy describes: ▪ Number of end-users for the City's financial system ▪ User Types and associated security settings ▪ An approach for roles and resource based security and approval procedures		
		• Training and Documentation Strategy includes: ▪ The expected number of end users to be trained, the preliminary course titles and content, and the methods in which each training course will be delivered ▪ The types of documentation to be produced and the process for maintaining and distributing the materials. Materials include: •Operational Guide •Baseline Documentation •Customized User Documentation •Customized Online Help •System Administration Guide		

Deliverable #	Deliverable Name	Work Products and Description	Task ID	Payment Milestone
		• Transition Management Strategy contains: ▪ Types and planned frequency of end user communication activities ▪ Types and planned frequency of end user information dissemination ▪ Processes to coordinate activities between City and CGI project teams		
		• Business Process Reengineering (BPR) Plan includes: ▪ Summary of potential opportunities identified ▪ Summary of potential improvements and benefits ▪ Recommendations for BPR effort ▪ BPR process to document Current State processes and develop Future State processes		
		• Fit Gap Analysis Summary contains highlights of the Fit Gap Analysis		

Deliverable #	Deliverable Name	Work Products and Description	Task ID	Payment Milestone
		• Requirements Traceability Matrix (RTM) with one of the following dispositions for each requirement: ▪ Fully met – with baseline functionality and a corresponding description of any application and/or reference table set-up requirements, if needed ▪ Software modification – where the business requirement can be partially or entirely met by a software customization ▪ Business process change – where the business requirement will be met by a change to current business process with no software customization required ▪ Eliminated – where the business requirement is no longer required		
		• Implementation Roadmap and Plan includes: ▪ High-level Roadmap (Gantt Chart) of major phases and tasks ▪ Implementation Plan that includes non-technical implementation components and technical implementation components (e.g., processes, standards, organization, dependencies, assumptions, and schedule for designing, developing and testing, etc.)		
		• Executive Summary highlights the roadmap and implementation approach for the FMS project, planning assumptions, outstanding issues and action items		

Deliverable #	Deliverable Name	Work Products and Description	Task ID	Payment Milestone
19.0	Documentum Implementation Strategy for FMS	• Documentum Implementation Strategy includes: ▪ Business Process Review ▪ Gap Analysis ▪ Recommendation for Process Improvements ▪ Identification of Hardware/Software ▪ Strategy for Implementation ▪ Staffing Roles and Plan ▪ General Design Requirements ▪ Identification of the fixed-price deliverables to be completed as part of Advantage-Documentum Implementation Support ▪ The associated levels of effort and cost will be mutually agreed upon by the City and CGI and documented via the Change Notice process.	2.9.7	19.0
20.0	Organizational Change Management Plan	• Organizational Change Management Plan includes: ▪ Results of visioning and stakeholder interviews ▪ Plan to conduct Change Readiness Assessment ▪ Change Management roles and responsibilities ▪ Assumptions and Dependencies ▪ Planned Change Management Activities	2.10.4	20.0

Deliverable #	Deliverable Name	Work Products and Description	Task ID	Payment Milestone
Build Phase				
21.0	Chart of Accounts (COA) Guidelines Development	• COA Guidelines Document comprised of: ▪ Overview of COA for new FMS ▪ Departmental impacts for the usage of the revised COA ▪ Terminology and crosswalk between the legacy FMIS COA and new FMS COA ▪ Impacts on the data entry of financial transactions	3.1.2	21.0
22.0	Business Process Re-Engineering (BPR) Mapping – Current State	• Prepare Current State process maps for business process re-engineering opportunities identified during the Envision Phase for the following areas: ▪ Chart of Accounts ▪ General Ledger ▪ Accounts Receivable ▪ Accounts Payable ▪ Cost Accounting	3.2.1.6	22.0
23.0	Business Process Re-Engineering (BPR) Mapping – Future State	• Prepare association maps from Current State Processes to Future State Processes for the following areas: ▪ Chart of Accounts ▪ General Ledger ▪ Accounts Receivable ▪ Accounts Payable ▪ Cost Accounting	3.2.2.6	23.0
24.0	Organizational Change Management Support	• Identification of internal and external factors that may impact change to Future State Processes • Work with the City to determine tactics for mitigating these factors • Monthly Organizational Change Management Status Reports ▪ Document agreed upon tactics and strategy ▪ Document risk and issues	3.3.1.4	24.0

Deliverable #	Deliverable Name	Work Products and Description	Task ID	Payment Milestone
25.0	Change Readiness Checklist	• Prepare Change Readiness Checklist	3.3.2.2	25.0
26.0	Change Readiness Assessment and Results	• Conduct Change Readiness Assessment and deliver Results	3.3.3.2	26.0
27.0	Monitoring Tools	• Provide Monitoring Tools and templates for the City to leverage post "Go-Live"	3.3.4.2	27.0
28.0	AMS Advantage 3 Financial Software Installation – Development/Unit Test Environment	• Installation of AMS Advantage Financial software modules, infoAdvantage and applicable third party software in the Development/Unit Test Environment provided by the City	3.4.1.2	28.0
29.0	AMS Advantage 3 Financial Software Installation – Conversion Environment	• Installation of AMS Advantage Financial software modules, infoAdvantage and applicable third party software in the Conversion Environment provided by the City	3.4.2.2	29.0
30.0	AMS Advantage 3 Financial Software Installation – Conversion Staging Environment	• Installation of AMS Advantage Financial software modules, infoAdvantage and applicable third party software in the Conversion Staging Environment provided by the City	3.4.3.2	30.0
31.0	AMS Advantage 3 Financial Software Installation – System Test Environment	• Installation of AMS Advantage Financial software modules, infoAdvantage and applicable third party software in the System Test Environment provided by the City	3.4.4.2	31.0
32.0	Software Configuration – Development/Unit Test Environment	• Software Configuration Checklist that identifies and describes the AMS Advantage Financial system control tables to be set-up and corresponding methods for populating tables • System Control Tables Set-up	3.4.5.3	32.0

Deliverable #	Deliverable Name	Work Products and Description	Task ID	Payment Milestone
33.0	Software Configuration – Conversion Environment	• Software Configuration Checklist that identifies and describes the AMS Advantage Financial system control tables to be set-up and corresponding methods for populating tables • System Control Tables Set-up	3.4.6.3	33.0
34.0	Software Configuration – Conversion Staging Environment	• Software Configuration Checklist that identifies and describes the AMS Advantage Financial system control tables to be set-up and corresponding methods for populating tables • System Control Tables Set-up	3.4.7.3	34.0
35.0	Software Configuration – System Test Environment	• Software Configuration Checklist that identifies and describes the AMS Advantage Financial system control tables to be set-up and corresponding methods for populating tables • System Control Tables Set-up	3.4.8.3	35.0
36.0	Reference Table Set-Up	• Define and set-up reference tables to support build activities based on the Data Conversion Strategy defined in the Envision Phase for the following areas: ▪ Chart of Accounts ▪ General Ledger ▪ Accounts Receivable ▪ Accounts Payable ▪ Cost Accounting	3.5.6	36.0

Deliverable #	Deliverable Name	Work Products and Description	Task ID	Payment Milestone
37.0	Concept Papers for Software Customizations	• Concept Papers will be developed to provide an overview of the customizations identified for the FMS Project as a result of the prototyping and Fit-Gap Analysis tasks and to present the estimated cost for the design, development, and testing of the identified customizations. • A Software Modification Plan will be developed to organize the customizations approved by the City into iterations (i.e., logical groupings of work products). The plan also outlines the processes, organization, dependencies, assumptions, and schedule for designing, developing and testing the City-approved software customizations. • Any revisions to the list of Concept Papers and Software Customizations (summarized in Exhibit E – Core Financial Software Modifications) and the associated levels of effort and costs for Functional Design and Software Customizations will be mutually agreed upon by the City and CGI and documented via the Change Notice process.	3.6.1.1.3	37.0
38.0	Functional Designs for Software Customizations – Iteration I	• For City-approved software customizations, CGI will provide the first group of Software Customization Functional Design Documents which contain purpose, design, potential unit test cases, and assumptions	3.6.1.2.2	38.0
39.0	Functional Designs for Software Customizations – Iteration II	• For City-approved software customizations, CGI will provide the second group of Software Customization Functional Design Documents which contain purpose, design, potential unit test cases, and assumptions	3.6.1.3.2	39.0

Deliverable #	Deliverable Name	Work Products and Description	Task ID	Payment Milestone
40.0	Functional Designs for Software Customizations – Iteration III	• For City-approved software customizations, CGI will provide the third group of Software Customization Functional Design Documents which contain purpose, design, potential unit test cases, and assumptions	3.6.1.4.2	40.0
41.0	Functional Designs for Software Customizations – Iteration IV	• For City-approved software customizations, CGI will provide the fourth group of Software Customization Functional Design Documents which contain purpose, design, potential unit test cases, and assumptions	3.6.1.5.2	41.0
42.0	Software Customizations – Iteration I	For City-approved software customizations, CGI will provide the first group of the following work products: • Software Customization Technical Design Documents which identifies the software to be modified and pseudo-code that describes the modification • Software Customization Developed, Unit Tested, and migrated to FMS environment • System test performed and results presented to the City	3.6.2.1.4	42.0
43.0	Software Customizations – Iteration II	For City-approved software customizations, CGI will provide the second group of the following work products: • Software Customization Technical Design Documents which identifies the software to be modified and pseudo-code that describes the modification • Software Customization Developed, Unit Tested, and migrated to FMS environment • System test performed and results presented to the City	3.6.2.2.4	43.0

Deliverable #	Deliverable Name	Work Products and Description	Task ID	Payment Milestone
44.0	Software Customizations – Iteration III	For City-approved software customizations, CGI will provide the third group of the following work products: • Software Customization Technical Design Documents which identifies the software to be modified and pseudo-code that describes the modification • Software Customization Developed, Unit Tested, and migrated to FMS environment • System test performed and results presented to the City	3.6.2.3.4	44.0
45.0	Software Customizations – Iteration IV	For City-approved software customizations, CGI will provide the fourth group of the following work products: • Software Customization Technical Design Documents which identifies the software to be modified and pseudo-code that describes the modification • Software Customization Developed, Unit Tested, and migrated to FMS environment • System test performed and results presented to the City	3.6.2.4.4	45.0
46.0	Data Conversion Design	• Data Conversion Maps containing source and target for converted data including transformation rules	3.7.1.1.2	46.0
47.0	Data Conversion Software – Iteration I	First group of the following Data Conversion work products: • Data Conversion Software Developed, Unit Tested • System test performed and results presented to the City	3.7.2.1.2	47.0

Deliverable #	Deliverable Name	Work Products and Description	Task ID	Payment Milestone
48.0	Data Conversion Software – Iteration II	Second group of the following Data Conversion work products: • Data Conversion Software Developed, Unit Tested • System test performed and results presented to the City	3.7.2.2.2	48.0
49.0	Data Conversion Software – Iteration III	Third group of the following Data Conversion work products: • Data Conversion Software Developed, Unit Tested • System test performed and results presented to the City	3.7.2.3.2	49.0
50.0	Data Conversion Software – Iteration IV	Fourth group of the following Data Conversion work products: • Data Conversion Software Developed, Unit Tested • System test performed and results presented to the City	3.7.2.4.2	50.0
51.0	Data Cleansing Support	• Support data cleansing preparation by: ▪ Assisting City staff in preparing information and worksheets to facilitate data cleansing ▪ Assisting City staff in testing and reviewing data conversion issues and identifying corrective actions	3.7.3.2	51.0
52.0	Interface Designs – Iterations I, II (Inbound)	Inbound Interface Design Documents which will guide the development of the first and second groups of Interface Software: • Interface Design Documents, including purpose for interface, functional requirements, technical requirements, potential unit test cases, and assumptions • Inbound designs map to standard Advantage documents	3.8.1.1.3	52.0

Deliverable #	Deliverable Name	Work Products and Description	Task ID	Payment Milestone
53.0	Interface Designs – Iterations III, IV (Outbound)	Outbound Interface Design Documents which will guide the development of the third and fourth groups of Interface Software: • Interface Design Documents, including purpose for interface, functional requirements, technical requirements, potential unit test cases, and assumptions • Outbound designs support external system requirements provided by the City	3.8.1.2.3	53.0
54.0	Interface Designs – SMS Interfaces	• Interface Design Documents, including purpose for interface, functional requirements, technical requirements, potential unit test cases, and assumptions	3.8.1.3.2	54.0
55.0	Interface Software – Iteration I	First group of the following Interface work products: • Interfaces Developed, Unit Tested • System test performed and results presented to the City	3.8.2.1.2	55.0
56.0	Interface Software – Iteration II	Second group of the following Interface work products: • Interfaces Developed, Unit Tested • System test performed and results presented to the City	3.8.2.2.2	56.0
57.0	Interface Software – Iteration III	Third group of the following Interface work products: • Interfaces Developed, Unit Tested • System test performed and results presented to the City	3.8.2.3.2	57.0
58.0	Interface Software – Iteration IV	Fourth group of the following Interface work products: • Interfaces Developed, Unit Tested • System test performed and results presented to the City	3.8.2.4.2	58.0

Deliverable #	Deliverable Name	Work Products and Description	Task ID	Payment Milestone
59.0	Interface Software - SMS	• Interfaces Developed, Unit Tested • System test performed and results presented to the City	3.8.2.5.2	59.0
60.0	General Design – Advantage-Documentum Integration	• General Design for the integration between Advantage Financial and Documentum defined as priority items for the FMS go-live. The General Design will include two components: ▪ Functional Design: CGI will identify the points within Advantage for integration with Documentum and associated reference data and system table set-up rules to support the City's business requirements for the Advantage-Documentum integration ▪ Technical Design: CGI will identify the technical approach and components required to satisfy the functional design. CGI will produce a high-level technical design that reflects the Advantage-Documentum integration components, data elements and integration protocol (i.e., protocol for data and image exchange and display). This includes the necessary Application Program Interface (API) for both FMS and Documentum	3.9.1.3	60.0

Deliverable #	Deliverable Name	Work Products and Description	Task ID	Payment Milestone
61.0	Advantage-Documentum Implementation Support	Based on the Documentum Implementation Strategy for FMS, the specific fixed-price deliverables to be completed by CGI may include: • Support for the development, unit testing, and system testing of the Advantage-Documentum integration points identified in the General Design as priority items for the FMS go-live • System configuration (reference data, database) • Advantage-Documentum-specific training • User acceptance test support • Assistance and support for the City's Documentum-related tasks as defined in the Implementation Strategy The associated cost for each deliverable will be calculated based on the levels of effort presented in the Documentum Implementation Strategy for FMS and documented via the Change Notice process.	3.9.2.2	61.0
62.0	Data Warehouse and Extract-Transform-Load (ETL) Designs	• Developed ETL Designs and Updated Data Model	3.10.1.1.2	62.0
63.0	Data Warehouse and ETL Software	• Developed and tested ETL software	3.10.2.1.2	63.0
64.0	Report Designs – Iteration I	First group of Report Designs: • Report Design Documents, including purpose, design, potential unit test cases, and assumptions	3.11.1.1.2	64.0
65.0	Report Designs – Iteration II	Second group of Report Designs: • Report Design Documents, including purpose, design, potential unit test cases, and assumptions	3.11.1.2.2	65.0

Deliverable #	Deliverable Name	Work Products and Description	Task ID	Payment Milestone
66.0	Report Designs – Iteration III	Third group of Report Designs: • Report Design Documents, including purpose, design, potential unit test cases, and assumptions	3.11.1.3.2	66.0
67.0	Report Designs – Iteration IV	Fourth group of Report Designs: • Report Design Documents, including purpose, design, potential unit test cases, and assumptions	3.11.1.4.2	67.0
68.0	Report Software – Iteration I	First group of the following Report Software work products: • Reports Developed, Unit Tested • System test performed and results presented to the City	3.11.2.1.2	68.0
69.0	Report Software – Iteration II	Second group of the following Report Software work products: • Reports Developed, Unit Tested • System test performed and results presented to the City	3.11.2.2.2	69.0
70.0	Report Software – Iteration III	Third group of the following Report Software work products: • Reports Developed, Unit Tested • System test performed and results presented to the City	3.11.2.3.2	70.0
71.0	Report Software – Iteration IV	Fourth group of the following Report Software work products: • Reports Developed, Unit Tested • System test performed and results presented to the City	3.11.2.4.2	71.0
72.0	Adobe Forms Designs	• Design Adobe Forms to support the following areas: ▪ Accounts Receivable ▪ Accounts Payable	3.12.1.1.2	72.0

Deliverable #	Deliverable Name	Work Products and Description	Task ID	Payment Milestone
73.0	Adobe Forms Software	• Adobe Forms Developed, Unit Tested • System test performed and results presented to the City	3.12.2.1.2	73.0
74.0	AMS Advantage 3 Financial Software Installation – Integrated System Test Environment	• Installation of AMS Advantage Financial software modules, infoAdvantage and applicable third party software in the Integrated System Test Environment provided by the City	3.13.1.2	74.0
75.0	Software Configuration – Integrated System Test Environment	• Software Configuration Checklist that identifies and describes the AMS Advantage Financial system control tables to be set-up and corresponding methods for populating tables • System Control Tables Set-up	3.13.2.3	75.0
76.0	Integrated System Test Plan	• Integrated System Test Plan consisting of the following: ▪ Identification of functionality to be tested ▪ Defined roles and responsibilities ▪ Updated tracking procedures	3.13.3.2	76.0
77.0	Integrated System Test Scripts and Results	• One Integrated System Test Kickoff Meeting • Develop Integrated System Test Scripts and Expected Results • Completed Integrated System Test, reviewed with City Acceptance Test team • Integrated System Test Results Report	3.13.4.5	77.0
78.0	AMS Advantage 3 Financial Software Installation – User Acceptance Test Environment	• Installation of AMS Advantage Financial software modules, and applicable third party software in the User Acceptance Test Environments provided by the City	3.14.1.2	78.0

Deliverable #	Deliverable Name	Work Products and Description	Task ID	Payment Milestone
79.0	Software Configuration – User Acceptance Test Environment	• Software Configuration Checklist that identifies and describes the AMS Advantage Financial system control tables to be set-up and corresponding methods for populating tables • System Control Tables Set-up	3.14.2.3	79.0
80.0	User Acceptance Test Support (Month 1)	• Support for setting-up reference and test data in User Acceptance Test Environment • Support for Development of User Acceptance Test Plan, Kickoff, and User Acceptance Test Activities • Resolved issues reported during User Acceptance Testing • Support for City's technical staff to facilitate User Acceptance Testing	3.14.3.4	80.0
81.0	User Acceptance Test Support (Month 2)	• Support for setting-up reference and test data in User Acceptance Test Environment • Support for User Acceptance Test Activities • Resolved issues reported during User Acceptance Testing • Support for City's technical staff to facilitate User Acceptance Testing	3.14.3.6	81.0

Deliverable #	Deliverable Name	Work Products and Description	Task ID	Payment Milestone
82.0	User Acceptance Test Support (Month 3)	• Support for setting-up reference and test data in User Acceptance Test Environment • Support for User Acceptance Test Activities • Resolved issues reported during User Acceptance Testing • Support for City's technical staff to facilitate User Acceptance Testing	3.14.3.8	82.0
83.0	AMS Advantage 3 Financial Software Installation – Training Environment	• Installation of AMS Advantage Financial software modules, infoAdvantage and applicable third party software in the Training Environment provided by the City	3.15.1.2	83.0
84.0	AMS Advantage 3 Financial Software Installation – Learning Environment	• Installation of AMS Advantage Financial software modules, infoAdvantage and applicable third party software in the Learning Environment provided by the City	3.15.2.2	84.0
85.0	Software Configuration – Training Environment	• Software Configuration Checklist that identifies and describes the AMS Advantage Financial system control tables to be set-up and corresponding methods for populating tables • System Control Tables Set-up	3.15.3.3	85.0
86.0	Software Configuration – Learning Environment	• Software Configuration Checklist that identifies and describes the AMS Advantage Financial system control tables to be set-up and corresponding methods for populating tables • System Control Tables Set-up	3.15.4.3	86.0

Deliverable #	Deliverable Name	Work Products and Description	Task ID	Payment Milestone
87.0	FMS Technical Support Training	• Technical Support Training for: ▪ FMS Technical System Administrators ▪ FMS Technical / Operations staff	3.15.5.2	87.0
88.0	FMS System Administration Training	• Security & Workflow Administration Training for: ▪ Central FMS System Administration Team ▪ Department/Agency Security Liaisons	3.15.6.2	88.0
89.0	End User Training Plan	An assessment of training needs for AMS Advantage Financial and infoAdvantage to include: ▪ Structure and description of training courses ▪ Proposed course curriculum ▪ Target training groups ▪ Preliminary assessment of training volumes ▪ Resource needs Training Plan comprised of the results of the assessment plus: ▪ Description of the Train-the-Trainer Program ▪ End user training course catalog describing the training objectives, prerequisites and course content ▪ Description of methods for Train-the-Trainer and end user training ▪ Establishing and administration of the training environment Support the City in identifying training participants	3.15.7.3	89.0
90.0	End User Training Materials	Training Manuals and materials for the courses. The Training Manuals are comprised of updated user documentation based on AMS Advantage training manuals and desk procedures developed by the City	3.15.8.2	90.0

Deliverable #	Deliverable Name	Work Products and Description	Task ID	Payment Milestone
91.0	Train-the-Trainer Training	City Trainer Training: One Train-the-Trainer Kick-off session Train-the-Trainer orientation sessions and workshops Conduct and provide feedback on Training rehearsals Trainer assessment to identify and organize City trainers Intensive training on: ▪ AMS Advantage functionality ▪ Functional usage / navigation of infoAdvantage reports ▪ Security & workflow (for end users and managers) Training for Advanced End Users & Subject Matter Experts: Intensive training on: ▪ AMS Advantage functionality ▪ Functional usage / navigation of infoAdvantage reports ▪ Security & workflow (for end users and managers)	3.15.9.5	91.0
92.0	End User Training Support (Month 1)	• Support for City Trainers in scheduling and conducting end user training in accordance with the budgeted CGI hours stated in Exhibit J – Core Financial Training Volumes. • 12 hours of instructor-led training allocated for each functional area course, augmented by other forms of training delivery defined in the Training Plan: ▪ COA / Budget ▪ General Ledger ▪ Accounts Receivable ▪ Accounts Payable ▪ Cost Accounting	3.15.10.2	92.0

Deliverable #	Deliverable Name	Work Products and Description	Task ID	Payment Milestone
93.0	End User Training Support (Month 2)	• Support for City Trainers in scheduling and conducting end user training in accordance with the budgeted CGI hours stated in Exhibit J – Core Financial Training Volumes. • 12 hours of instructor-led training allocated for each functional area course, augmented by other forms of training delivery defined in the Training Plan: ▪ COA / Budget ▪ General Ledger ▪ Accounts Receivable ▪ Accounts Payable ▪ Cost Accounting	3.15.10.4	93.0
94.0	End User Training Support (Month 3)	• Support for City Trainers in scheduling and conducting end user training in accordance with the budgeted CGI hours stated in Exhibit J – Core Financial Training Volumes. • 12 hours of instructor-led training allocated for each functional area course, augmented by other forms of training delivery defined in the Training Plan: ▪ COA / Budget ▪ General Ledger ▪ Accounts Receivable ▪ Accounts Payable ▪ Cost Accounting	3.15.10.6	94.0
95.0	AMS Advantage 3 Financial Software Installation – Production Environment	• Installation of AMS Advantage Financial software modules, and applicable third party software in the Production Technical Environments provided by the City	3.16.1.2	95.0

Deliverable #	Deliverable Name	Work Products and Description	Task ID	Payment Milestone
96.0	Software Configuration – Production Environment	• Software Configuration Checklist that identifies and describes the AMS Advantage Financial system control tables to be set-up and corresponding methods for populating tables • System Control Tables Set-up	3.16.2.3	96.0
97.0	Performance Test Plan and Scripts	• One Performance Test Kickoff Meeting • Performance Test Plan containing the following: ▪ Definition of performance targets to be tested ▪ Defined roles and responsibilities ▪ Updated tracking procedures • Develop Performance Test Scripts	3.17.1.4	97.0
98.0	Performance Test Results	• Completed Performance Test • Performance Test Results Report, including performance issues, tuning recommendations and action items	3.17.2.3	98.0
99.0	User & System Documentation	• Operational Guide • Baseline Documentation • Customized User Documentation • Customized Online Help • System Administration materials for the following areas: ▪ Ongoing administration of reference tables ▪ Ongoing user administration, including establishing and maintaining user IDs, as well as security and workflow profiles	3.18.6	99.0

Deliverable #	Deliverable Name	Work Products and Description	Task ID	Payment Milestone
100.0	Security and Workflow Setup Test	• Security & Workflow Test Kickoff Meeting • Security & Workflow Test Plan containing: ▪ Test Scripts ▪ Set-up reference tables ▪ Defined Roles and Responsibilities • Completed Security and Workflow Tests and Test Results	3.19.1.5	100.0
101.0	Security and Workflow Setup Support	• Security and workflow rules defined with City staff • Support for the City in the following: ▪ Determination of Production Security Profiles ▪ Creation of Production User IDs ▪ Establishment Workflow Set-Up	3.19.2.2	101.0
102.0	Operational Readiness Checklist	Operational Readiness Checklist for monitoring preparations and readiness of City operations to support production operations, including but not limited to: ▪ Back-up and recovery procedures ▪ Production operations (interfaces and reports) ▪ Technical infrastructure ▪ Connectivity and workstations ▪ Readiness of City systems to interface with Financial	3.20.1.2	102.0
103.0	Support for Operational Readiness Assessment	• Support for Operational Readiness Assessment: ▪ Monitor the progress of operational readiness items ▪ Identify and escalate issues and delays ▪ Implement corrective actions, as necessary	3.20.2.2	103.0

Deliverable #	Deliverable Name	Work Products and Description	Task ID	Payment Milestone
104.0	Implementation Readiness Checklist	Implementation Readiness Checklist to monitor preparations and readiness of the City: ▪ Updated and published policies and procedures ▪ City Help Desk infrastructure and procedures	3.21.1.2	104.0
105.0	Support for Implementation Readiness Assessment	Support for Implementation Readiness Assessment: ▪ Monitor the progress of implementation readiness items ▪ Identify and escalate issues and delays ▪ Implement corrective actions, as necessary	3.21.2.2	105.0
Achieve Phase				
106.0	Mock Conversion	• Mock Conversion (minimum three iterations) ▪ Data Conversion Full Extract ▪ Data Conversion Duration Times ▪ Loaded data in Conversion Staging Environment • Support Data Cleansing • Resolved Issues from Mock Conversion	4.1.3	106.0
107.0	Production Data Conversion	• Final Conversion Plan • Execute Production Data Conversion • Final Data Reconciliation	4.2.4	107.0

Deliverable #	Deliverable Name	Work Products and Description	Task ID	Payment Milestone
108.0	Production Cutover	• Production Cutover Script, including detailed steps and assigned roles/responsibilities • Production Cutover Readiness Assessment • Support for Production Cutover Rehearsal • Technical Support during Production Cutover • Help Desk Setup Assistance • Operations Hand-off to City staff • Final Production Cutover Plan • Perform Production Cutover	4.3.7	108.0
Post-Implementation Phase				
109.0	Post Implementation Support – Month 1 (July 2010)	• Post Implementation Functional Use Monitoring	5.1.1.6	109.0
		• Post Implementation Performance Characteristics Monitoring		
		• Post Implementation On-site Support (including End User Refresher Training Support)		
		• Production Incident Log • Change Request Log		
110.0	Post Implementation Support – Month 2 (Aug 2010)	• Post Implementation Functional Use Monitoring	5.1.2.6	110.0
		• Post Implementation Performance Characteristics Monitoring		
		• Post Implementation On-site Support (including End User Refresher Training Support)		

Deliverable #	Deliverable Name	Work Products and Description	Task ID	Payment Milestone
		• Update Production Incident Log • Update Change Request Log		
111.0	Post Implementation Support – Month 3 (Sept 2010)	• Post Implementation Functional Use Monitoring	5.1.3.6	111.0
		• Post Implementation Performance Characteristics Monitoring		
		• Post Implementation On-site Support (including End User Refresher Training Support)		
		• Update Production Incident Log • Update Change Request Log		
112.0	Post Implementation Support – Month 4 (Oct 2010)	• Post Implementation Functional Use Monitoring	5.1.4.6	112.0
		• Post Implementation Performance Characteristics Monitoring		
		• Post Implementation On-site Support (including End User Refresher Training Support)		
		• Update Production Incident Log • Update Change Request Log		
113.0	Post Implementation Support – Month 5 (Nov 2010)	• Post Implementation Functional Use Monitoring	5.1.5.6	113.0
		• Post Implementation Performance Characteristics Monitoring		
		• Post Implementation On-site Support (including End User Refresher Training Support)		
		• Update Production Incident Log • Update Change Request Log		
114.0	Post Implementation	• Post Implementation Functional Use Monitoring	5.1.6.6	114.0

Deliverable #	Deliverable Name	Work Products and Description	Task ID	Payment Milestone
	Support – Month 6 (Dec 2010)	• Post Implementation Performance Characteristics Monitoring • Post Implementation On-site Support (including End User Refresher Training Support) • Update Production Incident Log • Update Change Request Log		
115.0	Support for First Monthly Close (July/Aug 2010)	• Support for First Monthly Close in July and August 2010	5.2.2	115.0
116.0	Knowledge Transfer – Month 1 (July 2010)	• Knowledge transfer from CGI to City operations, system administration, and training support staff	5.3.1.2	116.0
117.0	Knowledge Transfer – Month 2 (Aug 2010)	• Knowledge transfer from CGI to City operations, system administration, and training support staff	5.3.2.2	117.0
118.0	Knowledge Transfer – Month 3 (Sept 2010)	• Knowledge transfer from CGI to City operations, system administration, and training support staff	5.3.3.2	118.0
119.0	Knowledge Transfer – Month 4 (Oct 2010)	• Knowledge transfer from CGI to City operations, system administration, and training support staff	5.3.4.2	119.0
120.0	Knowledge Transfer – Month 5 (Nov 2010)	• Knowledge transfer from CGI to City operations, system administration, and training support staff	5.3.5.2	120.0
121.0	Knowledge Transfer – Month 6 (Dec 2010)	• Knowledge transfer from CGI to City operations, system administration, and training support staff	5.3.6.2	121.0

Deliverable #	Deliverable Name	Work Products and Description	Task ID	Payment Milestone
122.0	Support for 1099 Reporting - Calendar Year 2010	• Provide on-site support and resolution management during the development and processing of 2010 annual 1099 in the following areas: ▪ Setup 1099 Tables ▪ Test Execution and Review of 1099 Process ▪ Final Execution and Review of 1099 Process	5.4.4	122.0
123.0	Support for Annual Close – FY 2011 (May 2011)	• Provide on-site support to assist with end of year closing and reporting activities in the following areas: ▪ Table Setup ▪ Batch Process Setup and Testing ▪ Reports Execution and Verification ▪ Results Reviewed and Issues Resolved	5.5.1.5	123.0
124.0	Support for Annual Close – FY 2011 (June 2011)	• Provide on-site support to assist with end of year closing and reporting activities in the following areas: ▪ Table Setup ▪ Batch Process Setup and Testing ▪ Reports Execution and Verification ▪ Results Reviewed and Issues Resolved	5.5.2.5	124.0
125.0	Support for Annual Close – FY 2011 (July 2011)	• Provide on-site support to assist with end of year closing and reporting activities in the following areas: ▪ Table Setup ▪ Batch Process Setup and Testing ▪ Reports Execution and Verification ▪ Results Reviewed and Issues Resolved	5.5.3.5	125.0

Deliverable #	Deliverable Name	Work Products and Description	Task ID	Payment Milestone
126.0	Support for Annual Close – FY 2011 (Aug 2011)	• Provide on-site support to assist with end of year closing and reporting activities in the following areas: ▪ Table Setup ▪ Batch Process Setup and Testing ▪ Reports Execution and Verification ▪ Results Reviewed and Issues Resolved	5.5.4.5	126.0
127.0	CAFR Reports Development & Implementation Support	The City and CGI will define the fixed-price deliverables to be completed as part of CAFR Reports Development & Implementation Support and document the levels of effort and costs for these deliverables via the Change Notice process. These deliverables may include support in the following areas: • Review of current CAFR procedures and software • Support of the City's CAFR reports development and implementation effort • Assistance with data extracts, testing, and reports design and analysis using FMS software, tools, and data as applicable for meeting the City's requirements as defined in Exhibit D - Core Financial Business Requirements	5.6.4	127.0

Exhibit C: Core Financial Project Schedule and Plan

ID	Deliverable #	Task Name	Duration	Start	Finish	Half
1		**1 Project Management**	**654 days**	**Mon 9/1/08**	**Thu 3/3/11**	
2		**1.1 Project Management and Status Reporting**	**654 days**	**Mon 9/1/08**	**Thu 3/3/11**	
3		**1.1.1 Monthly Status Reports**	**589 days**	**Wed 10/1/08**	**Mon 1/3/11**	
32		1.1.2 Project Management Office Support	654 days	Mon 9/1/08	Thu 3/3/11	
33		1.1.3 Maintain Master Contact List	654 days	Mon 9/1/08	Thu 3/3/11	
34	*1*	***1.1.4 CGI Deliverable: Project Management Status Reports [to be delivered and billed monthly]***	***589 days***	***Wed 10/1/08***	***Mon 1/3/11***	
35		**1.2 Kickoff Meeting (Core Team)**	**8 days**	**Mon 9/1/08**	**Wed 9/10/08**	
36		1.2.1 Prepare for and Conduct Kick-Off Meeting	8 days	Mon 9/1/08	Wed 9/10/08	
37	*2*	***1.2.2 CGI Deliverable: Kick-Off Meeting (Core Team)***	***0 days***	***Wed 9/10/08***	***Wed 9/10/08***	
38		**1.3 Project Control Document**	**21 days**	**Mon 9/1/08**	**Mon 9/29/08**	
39		1.3.1 Develop Project Charter	21 days	Mon 9/1/08	Mon 9/29/08	
40		1.3.2 Develop Project Scope Management Plan	21 days	Mon 9/1/08	Mon 9/29/08	
41		1.3.3 Develop Software Change Control Plan	21 days	Mon 9/1/08	Mon 9/29/08	
42		1.3.4 Develop Risk Management Plan	21 days	Mon 9/1/08	Mon 9/29/08	
43		1.3.5 Develop Issue Management Plan	21 days	Mon 9/1/08	Mon 9/29/08	
44		1.3.6 Develop Quality Management Plan	21 days	Mon 9/1/08	Mon 9/29/08	
45		1.3.7 Develop Configuration Management Plan	21 days	Mon 9/1/08	Mon 9/29/08	
46		1.3.8 Establish Project Documentation Standards	21 days	Mon 9/1/08	Mon 9/29/08	
47	*3*	***1.3.9 CGI Deliverable: Project Control Document***	***0 days***	***Mon 9/29/08***	***Mon 9/29/08***	
48		**1.4 City Staffing and Facilities Planning Support**	**17 days**	**Mon 9/1/08**	**Tue 9/23/08**	
49		1.4.1 Provide Support for City Staffing and Facilities Planning	17 days	Mon 9/1/08	Tue 9/23/08	
50	*4*	***1.4.2 CGI Deliverable: City Staffing and Facilities Planning Support***	***0 days***	***Tue 9/23/08***	***Tue 9/23/08***	
51		**1.5 Detailed Project Plan**	**17 days**	**Mon 9/1/08**	**Tue 9/23/08**	
52		1.5.1 Develop Project Roadmap	17 days	Mon 9/1/08	Tue 9/23/08	
53		1.5.2 Develop Detailed Project Plan	17 days	Mon 9/1/08	Tue 9/23/08	
54		1.5.3 Develop Resource Table	17 days	Mon 9/1/08	Tue 9/23/08	
55		1.5.4 Develop Project Organization Chart	17 days	Mon 9/1/08	Tue 9/23/08	
56		1.5.5 Develop Context Diagram	17 days	Mon 9/1/08	Tue 9/23/08	
57	*5*	***1.5.6 CGI Deliverable: Detailed Project Plan***	***0 days***	***Tue 9/23/08***	***Tue 9/23/08***	
58		**1.6 Kickoff Meetings (City Departments)**	**11 days**	**Tue 9/30/08**	**Tue 10/14/08**	
59		1.6.1 Prepare and Conduct Kick-Off Meetings (Limit 4)	11 days	Tue 9/30/08	Tue 10/14/08	
60	*6*	***1.6.2 CGI Deliverable: Kick-Off Meetings (City Departments)***	***0 days***	***Tue 10/14/08***	***Tue 10/14/08***	
61						
62		**2 ENVISION PHASE**	**130 days**	**Mon 9/1/08**	**Fri 2/27/09**	
63		**2.1 Prototype Environment**	**7 days**	**Mon 9/1/08**	**Tue 9/9/08**	
64		2.1.1 Install Software and Test Prototype Environment	7 days	Mon 9/1/08	Tue 9/9/08	
65	*7*	***2.1.2 CGI Deliverable: Prototype Environment***	***0 days***	***Tue 9/9/08***	***Tue 9/9/08***	
66		**2.2 Envision Training**	**29 days**	**Mon 9/1/08**	**Thu 10/9/08**	
67		**2.2.1 AMS ADVANTAGE 3 Financial Product Training for Core Project Team**	**29 days**	**Mon 9/1/08**	**Thu 10/9/08**	
68		2.2.1.1 Prepare for Product Training	29 days	Mon 9/1/08	Thu 10/9/08	
69		2.2.1.2 Conduct Product Training Group 1	29 days	Mon 9/1/08	Thu 10/9/08	
70		2.2.1.3 Conduct Product Training Group 2	29 days	Mon 9/1/08	Thu 10/9/08	
71	*8*	***2.2.1.4 CGI Deliverable: AMS Advantage 3 Financial Product Training for Core Project Team***	***0 days***	***Thu 10/9/08***	***Thu 10/9/08***	
72		**2.2.2 AMS ADVANTAGE 3 Financial Technical Training for Core Project Team**	**15 days**	**Mon 9/1/08**	**Fri 9/19/08**	
73		2.2.2.1 Prepare for Technical Training	15 days	Mon 9/1/08	Fri 9/19/08	
74		2.2.2.2 Conduct Technical Training	15 days	Mon 9/1/08	Fri 9/19/08	
75	*9*	***2.2.2.3 CGI Deliverable: AMS Advantage 3 Financial Technical Training for Core Project Team***	***0 days***	***Fri 9/19/08***	***Fri 9/19/08***	
76		**2.3 Business Process Re-Engineering Preparation Support**	**21 days**	**Mon 9/1/08**	**Mon 9/29/08**	
77		2.3.1 Review Business Process Re-Engineering Drafts Developed By City Team	21 days	Mon 9/1/08	Mon 9/29/08	
78	*10*	***2.3.2 CGI Deliverable: Business Process Re-Engineering Preparation Support***	***0 days***	***Mon 9/29/08***	***Mon 9/29/08***	
79		**2.4 AMS ADVANTAGE 3 Financial Application Prototype**	**100 days**	**Mon 9/8/08**	**Fri 1/23/09**	
80		**2.4.1 Financial Application Prototype – General Ledger**	**90 days**	**Mon 9/8/08**	**Fri 1/9/09**	
81		2.4.1.1 Create Prototype Scripts, Conduct Sessions, and Deliver Results	90 days	Mon 9/8/08	Fri 1/9/09	
82		2.4.1.2 Develop Initial Requirements Traceability Matrix Draft	90 days	Mon 9/8/08	Fri 1/9/09	
83	*11*	***2.4.1.3 CGI Deliverable: Financial Application Prototype – General Ledger***	***0 days***	***Fri 1/9/09***	***Fri 1/9/09***	
84		**2.4.2 Financial Application Prototype – Accounts Payable**	**90 days**	**Mon 9/15/08**	**Fri 1/16/09**	
85		2.4.2.1 Create Prototype Scripts, Conduct Sessions, and Deliver Results	90 days	Mon 9/15/08	Fri 1/16/09	
86		2.4.2.2 Develop Initial Requirements Traceability Matrix Draft	90 days	Mon 9/15/08	Fri 1/16/09	
87	*12*	***2.4.2.3 CGI Deliverable: Financial Application Prototype – Accounts Payable***	***0 days***	***Fri 1/16/09***	***Fri 1/16/09***	
88		**2.4.3 Financial Application Prototype – Accounts Receivable**	**90 days**	**Mon 9/22/08**	**Fri 1/23/09**	
89		2.4.3.1 Create Prototype Scripts, Conduct Sessions, and Deliver Results	90 days	Mon 9/22/08	Fri 1/23/09	
90		2.4.3.2 Develop Initial Requirements Traceability Matrix Draft	90 days	Mon 9/22/08	Fri 1/23/09	
91	*13*	***2.4.3.3 CGI Deliverable: Financial Application Prototype – Accounts Receivable***	***0 days***	***Fri 1/23/09***	***Fri 1/23/09***	
92		**2.4.4 Financial Application Prototype – Cost Accounting**	**90 days**	**Mon 9/22/08**	**Fri 1/23/09**	
93		2.4.4.1 Create Prototype Scripts, Conduct Sessions, and Deliver Results	90 days	Mon 9/22/08	Fri 1/23/09	
94		2.4.4.2 Develop Initial Requirements Traceability Matrix Draft	90 days	Mon 9/22/08	Fri 1/23/09	

Exhibit C: Core Financial Project Schedule and Plan

ID	Deliverable #	Task Name	Duration	Start	Finish	Half
95	*14*	***2.4.4.3 CGI Deliverable: Financial Application Prototype – Cost Accounting***	***0 days***	***Fri 1/23/09***	***Fri 1/23/09***	
96		**2.5 Technical Specifications Document**	**45 days**	**Mon 9/1/08**	**Fri 10/31/08**	
97		2.5.1 Develop Technical Specifications Document	45 days	Mon 9/1/08	Fri 10/31/08	
98	*15*	***2.5.2 CGI Deliverable: Technical Specifications Document***	***0 days***	***Fri 10/31/08***	***Fri 10/31/08***	
99		**2.6 FMS Chart of Accounts Design**	**45 days**	**Mon 11/17/08**	**Fri 1/16/09**	
100		2.6.1 Develop FMS Chart of Accounts Design	45 days	Mon 11/17/08	Fri 1/16/09	
101	*16*	***2.6.2 CGI Deliverable: FMS Chart of Accounts Design***	***0 days***	***Fri 1/16/09***	***Fri 1/16/09***	
102		**2.7 Fit-Gap Analysis**	**65 days**	**Mon 11/3/08**	**Fri 1/30/09**	
103		2.7.1 Develop Fit Gap Analysis and Recommendations	65 days	Mon 11/3/08	Fri 1/30/09	
104	*17*	***2.7.2 CGI Deliverable: Fit Gap Analysis***	***0 days***	***Fri 1/30/09***	***Fri 1/30/09***	
105		**2.8 Implementation Analysis Document**	**130 days**	**Mon 9/1/08**	**Fri 2/27/09**	
106		2.8.1 Develop Data Conversion Strategy	90 days	Mon 9/1/08	Fri 1/2/09	
107		2.8.2 Develop System Interface Strategy	130 days	Mon 9/1/08	Fri 2/27/09	
108		2.8.3 Develop Reporting & Inquiry Strategy	130 days	Mon 9/1/08	Fri 2/27/09	
109		2.8.4 Develop Software Modification Strategy	110 days	Mon 9/1/08	Fri 1/30/09	
110		2.8.5 Develop Security & Workflow Strategy	130 days	Mon 9/1/08	Fri 2/27/09	
111		2.8.6 Develop Training and Documentation Strategy	130 days	Mon 9/1/08	Fri 2/27/09	
112		2.8.7 Develop Transition Management Strategy	130 days	Mon 9/1/08	Fri 2/27/09	
113		2.8.8 Develop Business Processing Reengineering Plan	45 days	Mon 9/1/08	Fri 10/31/08	
114		2.8.9 Develop Fit Gap Analysis Summary	130 days	Mon 9/1/08	Fri 2/27/09	
115		2.8.10 Develop Requirements Traceability Matrix (RTM)	130 days	Mon 9/1/08	Fri 2/27/09	
116		2.8.11 Develop Implementation Roadmap and Plan	130 days	Mon 9/1/08	Fri 2/27/09	
117		2.8.12 Develop Executive Summary	130 days	Mon 9/1/08	Fri 2/27/09	
118	*18*	***2.8.13 CGI Deliverable: Implementation Analysis Document***	***0 days***	***Fri 2/27/09***	***Fri 2/27/09***	
119		**2.9 Documentum Implementation Strategy**	**80 days**	**Mon 10/27/08**	**Fri 2/13/09**	
120		2.9.1 Perform Business Process Review	80 days	Mon 10/27/08	Fri 2/13/09	
121		2.9.2 Conduct Gap Analysis	80 days	Mon 10/27/08	Fri 2/13/09	
122		2.9.3 Develop Recommendations for Process Improvements	80 days	Mon 10/27/08	Fri 2/13/09	
123		2.9.4 Indentify Hardware/Software Requirements	80 days	Mon 10/27/08	Fri 2/13/09	
124		2.9.5 Develop a Strategy for Implementation	80 days	Mon 10/27/08	Fri 2/13/09	
125		2.9.6 Identify Staffing Roles, Develop Plan, & Allocate Build Phase Hours	80 days	Mon 10/27/08	Fri 2/13/09	
126	*19*	***2.9.7 CGI Deliverable: Documentum Implementation Strategy for FMS***	***0 days***	***Fri 2/13/09***	***Fri 2/13/09***	
127		**2.10 Organizational Change Management Plan**	**35 days**	**Mon 1/5/09**	**Fri 2/20/09**	
128		2.10.1 Conduct Visioning Sessions	35 days	Mon 1/5/09	Fri 2/20/09	
129		2.10.2 Conduct Stakeholder Interviews	35 days	Mon 1/5/09	Fri 2/20/09	
130		2.10.3 Create Organizational Change Management Plan	35 days	Mon 1/5/09	Fri 2/20/09	
131	*20*	***2.10.4 CGI Deliverable: Organizational Change Management Plan***	***0 days***	***Fri 2/20/09***	***Fri 2/20/09***	
132						
133		**3 BUILD PHASE**	**449 days**	**Mon 10/13/08**	**Thu 7/1/10**	
134		**3.1 Chart of Accounts (COA) Guidelines Development**	**40 days**	**Mon 1/5/09**	**Fri 2/27/09**	
135		3.1.1 Develop FMS Chart of Accounts (COA) Guidelines	40 days	Mon 1/5/09	Fri 2/27/09	
136	*21*	***3.1.2 CGI Deliverable: Chart of Accounts (COA) Guidelines Development***	***0 days***	***Fri 2/27/09***	***Fri 2/27/09***	
137		**3.2 Business Process Re-Engineering**	**85 days**	**Mon 11/3/08**	**Fri 2/27/09**	
138		**3.2.1 Business Process Re-Engineering Mapping - Current State**	**50 days**	**Mon 11/3/08**	**Fri 1/9/09**	
139		3.2.1.1 Prepare Current State Process Maps For Chart of Accounts	50 days	Mon 11/3/08	Fri 1/9/09	
140		3.2.1.2 Prepare Current State Process Maps For General Ledger	50 days	Mon 11/3/08	Fri 1/9/09	
141		3.2.1.3 Prepare Current State Process Maps For Accounts Receivable	50 days	Mon 11/3/08	Fri 1/9/09	
142		3.2.1.4 Prepare Current State Process Maps For Accounts Payable	50 days	Mon 11/3/08	Fri 1/9/09	
143		3.2.1.5 Prepare Current State Process Maps For Cost Accounting	50 days	Mon 11/3/08	Fri 1/9/09	
144	*22*	***3.2.1.6 CGI Deliverable: Business Process Re-Engineering Mapping - Current State***	***0 days***	***Fri 1/9/09***	***Fri 1/9/09***	
145		**3.2.2 Business Process Re-Engineering Mapping - Future State**	**40 days**	**Mon 1/5/09**	**Fri 2/27/09**	
146		3.2.2.1 Prepare Association Maps for Chart of Accounts	40 days	Mon 1/5/09	Fri 2/27/09	
147		3.2.2.2 Prepare Association Maps for General Ledger	40 days	Mon 1/5/09	Fri 2/27/09	
148		3.2.2.3 Prepare Association Maps for Accounts Receivable	40 days	Mon 1/5/09	Fri 2/27/09	
149		3.2.2.4 Prepare Association Maps for Accounts Payable	40 days	Mon 1/5/09	Fri 2/27/09	
150		3.2.2.5 Prepare Association Maps for Cost Accounting	40 days	Mon 1/5/09	Fri 2/27/09	
151	*23*	***3.2.2.6 CGI Deliverable: Business Process Re-Engineering Mapping - Future State***	***0 days***	***Fri 2/27/09***	***Fri 2/27/09***	
152		**3.3 Organizational Change Management**	**348 days**	**Mon 3/2/09**	**Wed 6/30/10**	
153		**3.3.1 Organizational Change Management Support**	**230 days**	**Mon 3/2/09**	**Fri 1/15/10**	
154		3.3.1.1 Identify Factors that Impact Change to Future State Processes	230 days	Mon 3/2/09	Fri 1/15/10	
155		3.3.1.2 Support City in Determining Tactics for Mitigating these Factors	230 days	Mon 3/2/09	Fri 1/15/10	
156		3.3.1.3 Monthly Organizational Change Management Status Reports	230 days	Mon 3/2/09	Fri 1/15/10	
157	*24*	***3.3.1.4 CGI Deliverable: Organizational Change Management Support***	***0 days***	***Fri 1/15/10***	***Fri 1/15/10***	
158		**3.3.2 Change Readiness Checklist**	**20 days**	**Mon 1/4/10**	**Fri 1/29/10**	
159		3.3.2.1 Prepare Change Readiness Checklist	20 days	Mon 1/4/10	Fri 1/29/10	
160	*25*	***3.3.2.2 CGI Deliverable: Change Readiness Checklist***	***0 days***	***Fri 1/29/10***	***Fri 1/29/10***	

Exhibit C: Core Financial Project Schedule and Plan

ID	Deliverable #	Task Name	Duration	Start	Finish	Half
161		**3.3.3 Change Readiness Assessment and Results**	**45 days**	**Mon 2/1/10**	**Fri 4/2/10**	
162		3.3.3.1 Conduct Change Readiness Assessment and Deliver Results	45 days	Mon 2/1/10	Fri 4/2/10	
163	***26***	***3.3.3.2 CGI Deliverable: Change Readiness Assessment and Results***	***0 days***	***Fri 4/2/10***	***Fri 4/2/10***	
164		**3.3.4 Monitoring Tools**	**63 days**	**Mon 4/5/10**	**Wed 6/30/10**	
165		3.3.4.1 Develop Monitoring Tools	63 days	Mon 4/5/10	Wed 6/30/10	
166	***27***	***3.3.4.2 CGI Deliverable: Monitoring Tools***	***0 days***	***Wed 6/30/10***	***Wed 6/30/10***	
167		**3.4 Development Environments Setup**	**64 days**	**Mon 10/13/08**	**Thu 1/8/09**	
168		**3.4.1 AMS ADVANTAGE 3 Financial Software Installation - Development/Unit Test Environment**	**5 days**	**Mon 10/13/08**	**Fri 10/17/08**	
169		3.4.1.1 Establish Development/Unit Test Environment	5 days	Mon 10/13/08	Fri 10/17/08	
170	***28***	***3.4.1.2 CGI Deliverable: AMS Advantage 3 Financial Software Installation - Development/Unit Test Environment***	***0 days***	***Fri 10/17/08***	***Fri 10/17/08***	
171		**3.4.2 AMS ADVANTAGE 3 Financial Software Installation - Conversion Environment**	**5 days**	**Mon 12/15/08**	**Fri 12/19/08**	
172		3.4.2.1 Establish Conversion Environment	5 days	Mon 12/15/08	Fri 12/19/08	
173	***29***	***3.4.2.2 CGI Deliverable: AMS Advantage 3 Financial Software Installation - Conversion Environment***	***0 days***	***Fri 12/19/08***	***Fri 12/19/08***	
174		**3.4.3 AMS ADVANTAGE 3 Financial Software Installation - Conversion Staging Environment**	**5 days**	**Mon 12/15/08**	**Fri 12/19/08**	
175		3.4.3.1 Establish Conversion Staging Environment	5 days	Mon 12/15/08	Fri 12/19/08	
176	***30***	***3.4.3.2 CGI Deliverable: AMS Advantage 3 Financial Software Installation - Conversion Staging Environment***	***0 days***	***Fri 12/19/08***	***Fri 12/19/08***	
177		**3.4.4 AMS ADVANTAGE 3 Financial Software Installation - System Test Environment**	**5 days**	**Mon 12/15/08**	**Fri 12/19/08**	
178		3.4.4.1 Establish System Test Environment	5 days	Mon 12/15/08	Fri 12/19/08	
179	***31***	***3.4.4.2 CGI Deliverable: AMS Advantage 3 Financial Software Installation - System Test Environment***	***0 days***	***Fri 12/19/08***	***Fri 12/19/08***	
180		**3.4.5 Software Configuration - Development/Unit Test Environment**	**10 days**	**Mon 10/20/08**	**Fri 10/31/08**	
181		3.4.5.1 Create Software Configuration Checklist	10 days	Mon 10/20/08	Fri 10/31/08	
182		3.4.5.2 Set up System Control Tables Data	10 days	Mon 10/20/08	Fri 10/31/08	
183	***32***	***3.4.5.3 CGI Deliverable: Software Configuration - Development/Unit Test Environment***	***0 days***	***Fri 10/31/08***	***Fri 10/31/08***	
184		**3.4.6 Software Configuration - Conversion Environment**	**10 days**	**Fri 12/26/08**	**Thu 1/8/09**	
185		3.4.6.1 Create Software Configuration Checklist	10 days	Fri 12/26/08	Thu 1/8/09	
186		3.4.6.2 Set up System Control Tables Data	10 days	Fri 12/26/08	Thu 1/8/09	
187	***33***	***3.4.6.3 CGI Deliverable: Software Configuration - Conversion Environment***	***0 days***	***Thu 1/8/09***	***Thu 1/8/09***	
188		**3.4.7 Software Configuration - Conversion Staging Environment**	**10 days**	**Fri 12/26/08**	**Thu 1/8/09**	
189		3.4.7.1 Create Software Configuration Checklist	10 days	Fri 12/26/08	Thu 1/8/09	
190		3.4.7.2 Set up System Control Tables Data	10 days	Fri 12/26/08	Thu 1/8/09	
191	***34***	***3.4.7.3 CGI Deliverable: Software Configuration - Conversion Staging Environment***	***0 days***	***Thu 1/8/09***	***Thu 1/8/09***	
192		**3.4.8 Software Configuration - System Test Environment**	**10 days**	**Fri 12/26/08**	**Thu 1/8/09**	
193		3.4.8.1 Create Software Configuration Checklist	10 days	Fri 12/26/08	Thu 1/8/09	
194		3.4.8.2 Set up System Control Tables Data	10 days	Fri 12/26/08	Thu 1/8/09	
195	***35***	***3.4.8.3 CGI Deliverable: Software Configuration - System Test Environment***	***0 days***	***Thu 1/8/09***	***Thu 1/8/09***	
196		**3.5 Reference Table Set-Up**	**16 days**	**Fri 1/9/09**	**Fri 1/30/09**	
197		3.5.1 Define and Set-Up Reference Table for Chart of Accounts	16 days	Fri 1/9/09	Fri 1/30/09	
198		3.5.2 Define and Set-Up Reference Table for General Ledger	16 days	Fri 1/9/09	Fri 1/30/09	
199		3.5.3 Define and Set-Up Reference Table for Accounts Receivable	16 days	Fri 1/9/09	Fri 1/30/09	
200		3.5.4 Define and Set-Up Reference Table for Accounts Payable	16 days	Fri 1/9/09	Fri 1/30/09	
201		3.5.5 Define and Set-Up Reference Table for Cost Accounting	16 days	Fri 1/9/09	Fri 1/30/09	
202	***36***	***3.5.6 CGI Deliverable: Reference Table Set-Up***	***0 days***	***Fri 1/30/09***	***Fri 1/30/09***	
203		**3.6 Software Customization**	**245 days**	**Mon 2/2/09**	**Fri 1/8/10**	
204		**3.6.1 Designs**	**160 days**	**Mon 2/2/09**	**Fri 9/11/09**	
205		**3.6.1.1 Concept Papers for Software Customizations**	**20 days**	**Mon 2/2/09**	**Fri 2/27/09**	
206		3.6.1.1.1 Develop Concept Papers	20 days	Mon 2/2/09	Fri 2/27/09	
207		3.6.1.1.2 Create Software Modification Plan	20 days	Mon 2/2/09	Fri 2/27/09	
208	***37***	***3.6.1.1.3 CGI Deliverable: Concept Papers for Software Customizations***	***0 days***	***Fri 2/27/09***	***Fri 2/27/09***	
209		**3.6.1.2 Functional Designs for Software Customizations - Iteration I**	**25 days**	**Mon 3/2/09**	**Fri 4/3/09**	
210		3.6.1.2.1 Prepare Software Modification Functional Design	25 days	Mon 3/2/09	Fri 4/3/09	
211	***38***	***3.6.1.2.2 CGI Deliverable: Functional Designs for Software Customizations - Iteration I***	***0 days***	***Fri 4/3/09***	***Fri 4/3/09***	
212		**3.6.1.3 Functional Designs for Software Customizations - Iteration II**	**20 days**	**Mon 4/6/09**	**Fri 5/1/09**	
213		3.6.1.3.1 Prepare Software Modification Functional Design	20 days	Mon 4/6/09	Fri 5/1/09	
214	***39***	***3.6.1.3.2 CGI Deliverable: Functional Designs for Software Customizations - Iteration II***	***0 days***	***Fri 5/1/09***	***Fri 5/1/09***	
215		**3.6.1.4 Functional Designs for Software Customizations - Iteration III**	**45 days**	**Mon 5/4/09**	**Fri 7/3/09**	
216		3.6.1.4.1 Prepare Software Modification Functional Design	45 days	Mon 5/4/09	Fri 7/3/09	
217	***40***	***3.6.1.4.2 CGI Deliverable: Functional Designs for Software Customizations - Iteration III***	***0 days***	***Fri 7/3/09***	***Fri 7/3/09***	
218		**3.6.1.5 Functional Designs for Software Customizations - Iteration IV**	**50 days**	**Mon 7/6/09**	**Fri 9/11/09**	
219		3.6.1.5.1 Prepare Software Modification Functional Design	50 days	Mon 7/6/09	Fri 9/11/09	
220	***41***	***3.6.1.5.2 CGI Deliverable: Functional Designs for Software Customizations - Iteration IV***	***0 days***	***Fri 9/11/09***	***Fri 9/11/09***	
221		**3.6.2 Software**	**180 days**	**Mon 5/4/09**	**Fri 1/8/10**	
222		**3.6.2.1 Software Customizations – Iteration I**	**45 days**	**Mon 5/4/09**	**Fri 7/3/09**	
223		3.6.2.1.1 Prepare Technical Designs	45 days	Mon 5/4/09	Fri 7/3/09	
224		3.6.2.1.2 Develop and Unit Test Software Customizations	45 days	Mon 5/4/09	Fri 7/3/09	
225		3.6.2.1.3 System Test Software Customizations	45 days	Mon 5/4/09	Fri 7/3/09	
226	***42***	***3.6.2.1.4 CGI Deliverable: Software Customizations – Iteration I***	***0 days***	***Fri 7/3/09***	***Fri 7/3/09***	

Exhibit C: Core Financial Project Schedule and Plan

ID	Deliverable #	Task Name	Duration	Start	Finish	Half
227		**3.6.2.2 Software Customizations – Iteration II**	**60 days**	**Mon 7/6/09**	**Fri 9/25/09**	
228		3.6.2.2.1 Prepare Technical Designs	60 days	Mon 7/6/09	Fri 9/25/09	
229		3.6.2.2.2 Develop and Unit Test Software Customizations	60 days	Mon 7/6/09	Fri 9/25/09	
230		3.6.2.2.3 System Test Software Customizations	60 days	Mon 7/6/09	Fri 9/25/09	
231	*43*	***3.6.2.2.4 CGI Deliverable: Software Customizations – Iteration II***	***0 days***	***Fri 9/25/09***	***Fri 9/25/09***	
232		**3.6.2.3 Software Customizations – Iteration III**	**40 days**	**Mon 9/7/09**	**Fri 10/30/09**	
233		3.6.2.3.1 Prepare Technical Designs	40 days	Mon 9/7/09	Fri 10/30/09	
234		3.6.2.3.2 Develop and Unit Test Software Customizations	40 days	Mon 9/7/09	Fri 10/30/09	
235		3.6.2.3.3 System Test Software Customizations	40 days	Mon 9/7/09	Fri 10/30/09	
236	*44*	***3.6.2.3.4 CGI Deliverable: Software Customizations – Iteration III***	***0 days***	***Fri 10/30/09***	***Fri 10/30/09***	
237		**3.6.2.4 Software Customizations – Iteration IV**	**45 days**	**Mon 11/9/09**	**Fri 1/8/10**	
238		3.6.2.4.1 Prepare Technical Designs	45 days	Mon 11/9/09	Fri 1/8/10	
239		3.6.2.4.2 Develop and Unit Test Software Customizations	45 days	Mon 11/9/09	Fri 1/8/10	
240		3.6.2.4.3 System Test Software Customizations	45 days	Mon 11/9/09	Fri 1/8/10	
241	*45*	***3.6.2.4.4 CGI Deliverable: Software Customizations – Iteration IV***	***0 days***	***Fri 1/8/10***	***Fri 1/8/10***	
242		**3.7 Data Conversion**	**330 days**	**Mon 2/2/09**	**Fri 5/7/10**	
243		**3.7.1 Designs**	**45 days**	**Mon 2/2/09**	**Fri 4/3/09**	
244		**3.7.1.1 Data Conversion Design**	**45 days**	**Mon 2/2/09**	**Fri 4/3/09**	
245		3.7.1.1.1 Prepare Data Conversion Maps	45 days	Mon 2/2/09	Fri 4/3/09	
246	*46*	***3.7.1.1.2 CGI Deliverable: Data Conversion Design***	***0 days***	***Fri 4/3/09***	***Fri 4/3/09***	
247		**3.7.2 Software**	**110 days**	**Mon 4/6/09**	**Fri 9/4/09**	
248		**3.7.2.1 Data Conversion Software - Iteration I**	**20 days**	**Mon 4/6/09**	**Fri 5/1/09**	
249		3.7.2.1.1 Develop, Unit Test, and System Test Data Conversion Software	20 days	Mon 4/6/09	Fri 5/1/09	
250	*47*	***3.7.2.1.2 CGI Deliverable: Data Conversion Software - Iteration I***	***0 days***	***Fri 5/1/09***	***Fri 5/1/09***	
251		**3.7.2.2 Data Conversion Software - Iteration II**	**20 days**	**Mon 5/4/09**	**Fri 5/29/09**	
252		3.7.2.2.1 Develop, Unit Test, and System Test Data Conversion Software	20 days	Mon 5/4/09	Fri 5/29/09	
253	*48*	***3.7.2.2.2 CGI Deliverable: Data Conversion Software - Iteration II***	***0 days***	***Fri 5/29/09***	***Fri 5/29/09***	
254		**3.7.2.3 Data Conversion Software - Iteration III**	**25 days**	**Mon 6/1/09**	**Fri 7/3/09**	
255		3.7.2.3.1 Develop, Unit Test, and System Test Data Conversion Software	25 days	Mon 6/1/09	Fri 7/3/09	
256	*49*	***3.7.2.3.2 CGI Deliverable: Data Conversion Software - Iteration III***	***0 days***	***Fri 7/3/09***	***Fri 7/3/09***	
257		**3.7.2.4 Data Conversion Software - Iteration IV**	**45 days**	**Mon 7/6/09**	**Fri 9/4/09**	
258		3.7.2.4.1 Develop, Unit Test, and System Test Data Conversion Software	45 days	Mon 7/6/09	Fri 9/4/09	
259	*50*	***3.7.2.4.2 CGI Deliverable: Data Conversion Software - Iteration IV***	***0 days***	***Fri 9/4/09***	***Fri 9/4/09***	
260		**3.7.3 Data Cleansing Support**	**175 days**	**Mon 9/7/09**	**Fri 5/7/10**	
261		3.7.3.1 Provide Support for Data Cleansing	175 days	Mon 9/7/09	Fri 5/7/10	
262	*51*	***3.7.3.2 CGI Deliverable: Data Cleansing Support***	***0 days***	***Fri 5/7/10***	***Fri 5/7/10***	
263		**3.8 Interfaces**	**179 days**	**Mon 3/2/09**	**Thu 11/5/09**	
264		**3.8.1 Designs**	**97 days**	**Mon 3/2/09**	**Tue 7/14/09**	
265		**3.8.1.1 Interface Designs - Iterations I, II (Inbound)**	**45 days**	**Mon 3/2/09**	**Fri 5/1/09**	
266		**3.8.1.1.1 Interface Designs Iterations I**	**25 days**	**Mon 3/2/09**	**Fri 4/3/09**	
267		3.8.1.1.1.1 Develop Interface Designs	25 days	Mon 3/2/09	Fri 4/3/09	
268		**3.8.1.1.2 Interface Designs Iterations II**	**20 days**	**Mon 4/6/09**	**Fri 5/1/09**	
269		3.8.1.1.2.1 Develop Interface Designs	20 days	Mon 4/6/09	Fri 5/1/09	
270	*52*	***3.8.1.1.3 CGI Deliverable: Interface Designs - Iterations I, II (Inbound)***	***0 days***	***Fri 5/1/09***	***Fri 5/1/09***	
271		**3.8.1.2 Interface Designs - Iterations III, IV (Outbound)**	**42 days**	**Mon 5/4/09**	**Tue 6/30/09**	
272		**3.8.1.2.1 Interface Designs Iterations III**	**20 days**	**Mon 5/4/09**	**Fri 5/29/09**	
273		3.8.1.2.1.1 Develop Interface Designs	20 days	Mon 5/4/09	Fri 5/29/09	
274		**3.8.1.2.2 Interface Designs Iterations IV**	**25 days**	**Wed 5/27/09**	**Tue 6/30/09**	
275		3.8.1.2.2.1 Develop Interface Designs	25 days	Wed 5/27/09	Tue 6/30/09	
276	*53*	***3.8.1.2.3 CGI Deliverable: Interface Designs - Iterations III, IV (Outbound)***	***0 days***	***Tue 6/30/09***	***Tue 6/30/09***	
277		**3.8.1.3 Interface Designs - SMS Interfaces**	**32 days**	**Mon 6/1/09**	**Tue 7/14/09**	
278		3.8.1.3.1 Develop Interface Designs	32 days	Mon 6/1/09	Tue 7/14/09	
279	*54*	***3.8.1.3.2 CGI Deliverable: Interface Designs - SMS Interfaces***	***0 days***	***Tue 7/14/09***	***Tue 7/14/09***	
280		**3.8.2 Software**	**118 days**	**Tue 5/26/09**	**Thu 11/5/09**	
281		**3.8.2.1 Interface Software - Iteration I**	**25 days**	**Tue 5/26/09**	**Mon 6/29/09**	
282		3.8.2.1.1 Develop, Unit Test, & System Test Interfaces	25 days	Tue 5/26/09	Mon 6/29/09	
283	*55*	***3.8.2.1.2 CGI Deliverable: Interface Software - Iteration I***	***0 days***	***Mon 6/29/09***	***Mon 6/29/09***	
284		**3.8.2.2 Interface Software - Iteration II**	**30 days**	**Tue 6/30/09**	**Mon 8/10/09**	
285		3.8.2.2.1 Develop, Unit Test, & System Test Interfaces	30 days	Tue 6/30/09	Mon 8/10/09	
286	*56*	***3.8.2.2.2 CGI Deliverable: Interface Software - Iteration II***	***0 days***	***Mon 8/10/09***	***Mon 8/10/09***	
287		**3.8.2.3 Interface Software - Iteration III**	**28 days**	**Tue 8/4/09**	**Thu 9/10/09**	
288		3.8.2.3.1 Develop, Unit Test, & System Test Interfaces	28 days	Tue 8/4/09	Thu 9/10/09	
289	*57*	***3.8.2.3.2 CGI Deliverable: Interface Software - Iteration III***	***0 days***	***Thu 9/10/09***	***Thu 9/10/09***	
290		**3.8.2.4 Interface Software - Iteration IV**	**35 days**	**Thu 9/10/09**	**Wed 10/28/09**	
291		3.8.2.4.1 Develop, Unit Test, & System Test Interfaces	35 days	Thu 9/10/09	Wed 10/28/09	
292	*58*	***3.8.2.4.2 CGI Deliverable: Interface Software - Iteration IV***	***0 days***	***Wed 10/28/09***	***Wed 10/28/09***	

Exhibit C: Core Financial Project Schedule and Plan

ID	Deliverable #	Task Name	Duration	Start	Finish	Half
293		**3.8.2.5 Interface Software - SMS**	**40 days**	**Fri 9/11/09**	**Thu 11/5/09**	
294		3.8.2.5.1 Develop, Unit Test, & System Test Interfaces	40 days	Fri 9/11/09	Thu 11/5/09	
295	***59***	***3.8.2.5.2 CGI Deliverable: Interface Software - Iteration SMS***	***0 days***	***Thu 11/5/09***	***Thu 11/5/09***	
296		**3.9 Advantage-Documentum Design & Implementation Support**	**349 days**	**Mon 3/2/09**	**Thu 7/1/10**	
297		**3.9.1 General Design - Advantage-Documentum Integration**	**45 days**	**Mon 3/2/09**	**Fri 5/1/09**	
298		3.9.1.1 Develop Functional Design Section	45 days	Mon 3/2/09	Fri 5/1/09	
299		3.9.1.2 Develop Technical Design Section	45 days	Mon 3/2/09	Fri 5/1/09	
300	***60***	***3.9.1.3 CGI Deliverable: General Design - Advantage-Documentum Integration***	***0 days***	***Fri 5/1/09***	***Fri 5/1/09***	
301		**3.9.2 Advantage-Documentum Implementation Support**	**349 days**	**Mon 3/2/09**	**Thu 7/1/10**	
302		3.9.2.1 Provide Advantage-Documentum Implementation Support (based on Implementation Strategy)	349 days	Mon 3/2/09	Thu 7/1/10	
303	***61***	***3.9.2.2 CGI Deliverable: Advantage-Documentum Implementation Support***	***0 days***	***Thu 7/1/10***	***Thu 7/1/10***	
304						
305		**3.10 Data Warehouse and ETL**	**175 days**	**Mon 3/2/09**	**Fri 10/30/09**	
306		**3.10.1 Designs**	**90 days**	**Mon 3/2/09**	**Fri 7/3/09**	
307		**3.10.1.1 Data Warehouse and Extract-Transform-Load (ETL) Design**	**90 days**	**Mon 3/2/09**	**Fri 7/3/09**	
308		3.10.1.1.1 Develop Data Warehouse Design	90 days	Mon 3/2/09	Fri 7/3/09	
309	***62***	***3.10.1.1.2 CGI Deliverable: Data Warehouse and Extract-Transform-Load (ETL) Designs***	***0 days***	***Fri 7/3/09***	***Fri 7/3/09***	
310		**3.10.2 Software**	**85 days**	**Mon 7/6/09**	**Fri 10/30/09**	
311		**3.10.2.1 Data Warehouse and ETL Software**	**85 days**	**Mon 7/6/09**	**Fri 10/30/09**	
312		3.10.2.1.1 Data Warehouse Development and Unit Test	85 days	Mon 7/6/09	Fri 10/30/09	
313	***63***	***3.10.2.1.2 CGI Deliverable: Data Warehouse and ETL Software***	***0 days***	***Fri 10/30/09***	***Fri 10/30/09***	
314		**3.11 Reports**	**265 days**	**Mon 6/1/09**	**Fri 6/4/10**	
315		**3.11.1 Designs**	**175 days**	**Mon 6/1/09**	**Fri 1/29/10**	
316		**3.11.1.1 Report Designs - Iteration I**	**45 days**	**Mon 6/1/09**	**Fri 7/31/09**	
317		3.11.1.1.1 Develop Report Designs	45 days	Mon 6/1/09	Fri 7/31/09	
318	***64***	***3.11.1.1.2 CGI Deliverable: Report Designs - Iteration I***	***0 days***	***Fri 7/31/09***	***Fri 7/31/09***	
319		**3.11.1.2 Report Designs - Iteration II**	**45 days**	**Mon 8/3/09**	**Fri 10/2/09**	
320		3.11.1.2.1 Develop Report Designs	45 days	Mon 8/3/09	Fri 10/2/09	
321	***65***	***3.11.1.2.2 CGI Deliverable: Report Designs - Iteration II***	***0 days***	***Fri 10/2/09***	***Fri 10/2/09***	
322		**3.11.1.3 Report Designs - Iteration III**	**45 days**	**Mon 10/5/09**	**Fri 12/4/09**	
323		3.11.1.3.1 Develop Report Designs	45 days	Mon 10/5/09	Fri 12/4/09	
324	***66***	***3.11.1.3.2 CGI Deliverable: Report Designs - Iteration III***	***0 days***	***Fri 12/4/09***	***Fri 12/4/09***	
325		**3.11.1.4 Report Designs - Iteration IV**	**40 days**	**Mon 12/7/09**	**Fri 1/29/10**	
326		3.11.1.4.1 Develop Report Designs	40 days	Mon 12/7/09	Fri 1/29/10	
327	***67***	***3.11.1.4.2 CGI Deliverable: Report Designs - Iteration IV***	***0 days***	***Fri 1/29/10***	***Fri 1/29/10***	
328		**3.11.2 Software**	**175 days**	**Mon 10/5/09**	**Fri 6/4/10**	
329		**3.11.2.1 Report Software - Iteration I**	**45 days**	**Mon 10/5/09**	**Fri 12/4/09**	
330		3.11.2.1.1 Develop, Unit Test, and System Test Reports	45 days	Mon 10/5/09	Fri 12/4/09	
331	***68***	***3.11.2.1.2 CGI Deliverable: Report Software - Iteration I***	***0 days***	***Fri 12/4/09***	***Fri 12/4/09***	
332		**3.11.2.2 Report Software - Iteration II**	**40 days**	**Mon 12/7/09**	**Fri 1/29/10**	
333		3.11.2.2.1 Develop, Unit Test, and System Test Reports	40 days	Mon 12/7/09	Fri 1/29/10	
334	***69***	***3.11.2.2.2 CGI Deliverable: Report Software - Iteration II***	***0 days***	***Fri 1/29/10***	***Fri 1/29/10***	
335		**3.11.2.3 Report Software - Iteration III**	**45 days**	**Mon 2/1/10**	**Fri 4/2/10**	
336		3.11.2.3.1 Develop, Unit Test, and System Test Reports	45 days	Mon 2/1/10	Fri 4/2/10	
337	***70***	***3.11.2.3.2 CGI Deliverable: Report Software - Iteration III***	***0 days***	***Fri 4/2/10***	***Fri 4/2/10***	
338		**3.11.2.4 Report Software - Iteration IV**	**45 days**	**Mon 4/5/10**	**Fri 6/4/10**	
339		3.11.2.4.1 Develop, Unit Test, and System Test Reports	45 days	Mon 4/5/10	Fri 6/4/10	
340	***71***	***3.11.2.4.2 CGI Deliverable: Report Software - Iteration IV***	***0 days***	***Fri 6/4/10***	***Fri 6/4/10***	
341		**3.12 Adobe Forms**	**110 days**	**Mon 6/1/09**	**Fri 10/30/09**	
342		**3.12.1 Designs**	**55 days**	**Mon 6/1/09**	**Fri 8/14/09**	
343		**3.12.1.1 Adobe Forms Designs**	**55 days**	**Mon 6/1/09**	**Fri 8/14/09**	
344		3.12.1.1.1 Develop Adobe Forms Designs	55 days	Mon 6/1/09	Fri 8/14/09	
345	***72***	***3.12.1.1.2 CGI Deliverable: Adobe Forms Designs***	***0 days***	***Fri 8/14/09***	***Fri 8/14/09***	
346		**3.12.2 Software**	**55 days**	**Mon 8/17/09**	**Fri 10/30/09**	
347		**3.12.2.1 Adobe Forms Software**	**55 days**	**Mon 8/17/09**	**Fri 10/30/09**	
348		3.12.2.1.1 Develop, Unit Test, and System Test Adobe Forms	55 days	Mon 8/17/09	Fri 10/30/09	
349	***73***	***3.12.2.1.2 CGI Deliverable: Adobe Forms Software***	***0 days***	***Fri 10/30/09***	***Fri 10/30/09***	
350		**3.13 Integrated System Test**	**90 days**	**Mon 9/14/09**	**Fri 1/15/10**	
351		**3.13.1 AMS ADVANTAGE 3 Financial Software Installation - Integrated System Test Environment**	**5 days**	**Mon 9/14/09**	**Fri 9/18/09**	
352		3.13.1.1 Establish Integrated System Test Environment	5 days	Mon 9/14/09	Fri 9/18/09	
353	***74***	***3.13.1.2 CGI Deliverable: AMS Advantage 3 Financial Software Installation - Integrated System Test Environment***	***0 days***	***Fri 9/18/09***	***Fri 9/18/09***	
354		**3.13.2 Software Configuration for Integrated System Test Environment**	**10 days**	**Mon 9/21/09**	**Fri 10/2/09**	
355		3.13.2.1 Create Software Configuration Checklist	10 days	Mon 9/21/09	Fri 10/2/09	
356		3.13.2.2 Set up System Control Tables Data	10 days	Mon 9/21/09	Fri 10/2/09	
357	***75***	***3.13.2.3 CGI Deliverable: Software Configuration for Integrated System Test Environment***	***0 wks***	***Fri 10/2/09***	***Fri 10/2/09***	
358		**3.13.3 Integrated System Test Plan**	**20 days**	**Mon 10/5/09**	**Fri 10/30/09**	

Exhibit C: Core Financial Project Schedule and Plan

ID	Deliverable #	Task Name	Duration	Start	Finish	Half
359		3.13.3.1 Develop System Test Plan	20 days	Mon 10/5/09	Fri 10/30/09	
360	*76*	***3.13.3.2 CGI Deliverable: Integrated System Test Plan***	***0 wks***	***Fri 10/30/09***	***Fri 10/30/09***	
361		**3.13.4 Integrated System Test Scripts and Results**	**55 days**	**Mon 11/2/09**	**Fri 1/15/10**	
362		3.13.4.1 Conduct System Test Kickoff Meeting	55 days	Mon 11/2/09	Fri 1/15/10	
363		3.13.4.2 Develop Integrated System Test Scripts	55 days	Mon 11/2/09	Fri 1/15/10	
364		3.13.4.3 Conduct Integrated System Test	55 days	Mon 11/2/09	Fri 1/15/10	
365		3.13.4.4 Conduct System Test Review	55 days	Mon 11/2/09	Fri 1/15/10	
366	*77*	***3.13.4.5 CGI Deliverable: Integrated System Test Scripts and Results***	***0 days***	***Fri 1/15/10***	***Fri 1/15/10***	
367		**3.14 User Acceptance Test**	**80 days**	**Mon 1/11/10**	**Fri 4/30/10**	
368		**3.14.1 AMS ADVANTAGE 3 Financial Software Installation - User Acceptance Test Environment**	**5 days**	**Mon 1/11/10**	**Fri 1/15/10**	
369		3.14.1.1 Establish Acceptance Test Environment	5 days	Mon 1/11/10	Fri 1/15/10	
370	*78*	***3.14.1.2 CGI Deliverable: AMS Advantage 3 Financial Software Installation - User Acceptance Test***	***0 days***	***Fri 1/15/10***	***Fri 1/15/10***	
371		**3.14.2 Software Configuration - User Acceptance Test Environment**	**10 days**	**Mon 1/18/10**	**Fri 1/29/10**	
372		3.14.2.1 Create Software Configuration Checklist	10 days	Mon 1/18/10	Fri 1/29/10	
373		3.14.2.2 Set up System Control Tables Data	10 days	Mon 1/18/10	Fri 1/29/10	
374	*79*	***3.14.2.3 CGI Deliverable: Software Configuration - User Acceptance Test Environment***	***0 days***	***Fri 1/29/10***	***Fri 1/29/10***	
375		**3.14.3 User Acceptance Test Support**	**65 days**	**Mon 2/1/10**	**Fri 4/30/10**	
376		3.14.3.1 Support Development of Acceptance Test Plan	65 days	Mon 2/1/10	Fri 4/30/10	
377		3.14.3.2 Support Acceptance Test Kickoff Meeting	65 days	Mon 2/1/10	Fri 4/30/10	
378		3.14.3.3 Support Acceptance Test Activities (Month 1)	20 days	Mon 2/1/10	Fri 2/26/10	
379	*80*	***3.14.3.4 CGI Deliverable: User Acceptance Test Support (Month 1)***	***0 days***	***Fri 2/26/10***	***Fri 2/26/10***	
380		3.14.3.5 Support Acceptance Test Activities (Month 2)	23 days	Mon 3/1/10	Wed 3/31/10	
381	*81*	***3.14.3.6 CGI Deliverable: User Acceptance Test Support (Month 2)***	***0 days***	***Wed 3/31/10***	***Wed 3/31/10***	
382		3.14.3.7 Support Acceptance Test Activities (Month 3)	22 days	Thu 4/1/10	Fri 4/30/10	
383	*82*	***3.14.3.8 CGI Deliverable: User Acceptance Test Support (Month 3)***	***0 days***	***Fri 4/30/10***	***Fri 4/30/10***	
384		**3.15 Training**	**389 days**	**Mon 1/5/09**	**Thu 7/1/10**	
385		**3.15.1 AMS ADVANTAGE 3 Financial Software Installation - Training Environment**	**5 days**	**Mon 10/12/09**	**Fri 10/16/09**	
386		3.15.1.1 Establish Training Environment	5 days	Mon 10/12/09	Fri 10/16/09	
387	*83*	***3.15.1.2 CGI Deliverable: AMS ADVANTAGE 3 Financial Software Installation - Training Environment***	***0 days***	***Fri 10/16/09***	***Fri 10/16/09***	
388		**3.15.2 AMS ADVANTAGE 3 Financial Software Installation - Learning Environment**	**5 days**	**Mon 10/12/09**	**Fri 10/16/09**	
389		3.15.2.1 Establish Learning Environment	5 days	Mon 10/12/09	Fri 10/16/09	
390	*84*	***3.15.2.2 CGI Deliverable: AMS ADVANTAGE 3 Financial Software Installation - Learning Environment***	***0 days***	***Fri 10/16/09***	***Fri 10/16/09***	
391		**3.15.3 Software Configuration - Training Environment**	**10 days**	**Mon 10/19/09**	**Fri 10/30/09**	
392		3.15.3.1 Create Software Configuration Checklist	10 days	Mon 10/19/09	Fri 10/30/09	
393		3.15.3.2 Set up System Control Tables Data	10 days	Mon 10/19/09	Fri 10/30/09	
394	*85*	***3.15.3.3 CGI Deliverable: Software Configuration - Training Environment***	***0 days***	***Fri 10/30/09***	***Fri 10/30/09***	
395		**3.15.4 Software Configuration - Learning Environment**	**10 days**	**Mon 10/19/09**	**Fri 10/30/09**	
396		3.15.4.1 Create Software Configuration Checklist	10 days	Mon 10/19/09	Fri 10/30/09	
397		3.15.4.2 Set up System Control Tables Data	10 days	Mon 10/19/09	Fri 10/30/09	
398	*86*	***3.15.4.3 CGI Deliverable: Software Configuration - Learning Environment***	***0 days***	***Fri 10/30/09***	***Fri 10/30/09***	
399		**3.15.5 FMS Technical Support Training**	**45 days**	**Mon 1/5/09**	**Fri 3/6/09**	
400		3.15.5.1 Prepare and Deliver Technical Support Training	45 days	Mon 1/5/09	Fri 3/6/09	
401	*87*	***3.15.5.2 CGI Deliverable: FMS Technical Support Training***	***0 days***	***Fri 3/6/09***	***Fri 3/6/09***	
402		**3.15.6 FMS System Administration Training**	**44 days**	**Mon 2/15/10**	**Thu 4/15/10**	
403		3.15.6.1 Prepare and Deliver System Administration Training	44 days	Mon 2/15/10	Thu 4/15/10	
404	*88*	***3.15.6.2 CGI Deliverable: FMS System Administration Training***	***0 days***	***Thu 4/15/10***	***Thu 4/15/10***	
405		**3.15.7 End User Training Plan**	**35 days**	**Mon 11/2/09**	**Fri 12/18/09**	
406		3.15.7.1 Perform and Assessment of Training Needs	35 days	Mon 11/2/09	Fri 12/18/09	
407		3.15.7.2 Develop End User Training Plan	35 days	Mon 11/2/09	Fri 12/18/09	
408	*89*	***3.15.7.3 CGI Deliverable: End User Training Plan***	***0 days***	***Fri 12/18/09***	***Fri 12/18/09***	
409		**3.15.8 End User Training Materials**	**75 days**	**Mon 12/21/09**	**Fri 4/2/10**	
410		3.15.8.1 Prepare User Training Materials	75 days	Mon 12/21/09	Fri 4/2/10	
411	*90*	***3.15.8.2 CGI Deliverable: End User Training Materials***	***0 days***	***Fri 4/2/10***	***Fri 4/2/10***	
412		**3.15.9 Train-the-Trainer Training**	**42 days**	**Mon 3/8/10**	**Tue 5/4/10**	
413		3.15.9.1 Conduct a Train-the-Trainer Kick-Off Session	2 days	Mon 3/8/10	Tue 3/9/10	
414		3.15.9.2 Conduct Train-the-Trainer Training (Trainers and Advanced End Users)	40 days	Wed 3/10/10	Tue 5/4/10	
415		3.15.9.3 Conduct Training Rehearsals and Provide Feedback	40 days	Wed 3/10/10	Tue 5/4/10	
416		3.15.9.4 Conduct Trainer Assessment	4 days	Mon 3/29/10	Thu 4/1/10	
417	*91*	***3.15.9.5 CGI Deliverable: Train-the-Trainer Training***	***0 days***	***Tue 5/4/10***	***Tue 5/4/10***	
418		**3.15.10 End User Training Support**	**66 days**	**Thu 4/1/10**	**Thu 7/1/10**	
419		3.15.10.1 Support End User Training (Month 1)	22 days	Thu 4/1/10	Fri 4/30/10	
420	*92*	***3.15.10.2 CGI Deliverable: End User Training Support (Month 1)***	***0 days***	***Fri 4/30/10***	***Fri 4/30/10***	
421		3.15.10.3 Support End User Training (Month 2)	21 days	Mon 5/3/10	Mon 5/31/10	
422	*93*	***3.15.10.4 CGI Deliverable: End User Training Support (Month 2)***	***0 days***	***Mon 5/31/10***	***Mon 5/31/10***	
423		3.15.10.5 Support End User Training (Month 3)	23 days	Tue 6/1/10	Thu 7/1/10	
424	*94*	***3.15.10.6 CGI Deliverable: End User Training Support (Month 3)***	***0 days***	***Thu 7/1/10***	***Thu 7/1/10***	

Exhibit C: Core Financial Project Schedule and Plan

ID	Deliverable #	Task Name	Duration	Start	Finish	Half
425		**3.16 Production Environment**	**20 days**	**Mon 11/23/09**	**Fri 12/18/09**	
426		**3.16.1 AMS ADVANTAGE 3 Financial Software Installation - Production Environment**	**10 days**	**Mon 11/23/09**	**Fri 12/4/09**	
427		3.16.1.1 Establish Production Environment	10 days	Mon 11/23/09	Fri 12/4/09	
428	***95***	***3.16.1.2 CGI Deliverable: AMS Advantage 3 Financial Software Installation - Production Environment***	***0 days***	***Fri 12/4/09***	***Fri 12/4/09***	
429		**3.16.2 Software Configuration - Production Environment**	**10 days**	**Mon 12/7/09**	**Fri 12/18/09**	
430		3.16.2.1 Create Software Configuration Checklist	10 days	Mon 12/7/09	Fri 12/18/09	
431		3.16.2.2 Set up System Control Tables Data	10 days	Mon 12/7/09	Fri 12/18/09	
432	***96***	***3.16.2.3 CGI Deliverable: Software Configuration - Production Environment***	***0 days***	***Fri 12/18/09***	***Fri 12/18/09***	
433		**3.17 Performance Test**	**45 days**	**Mon 12/21/09**	**Fri 2/19/10**	
434		**3.17.1 Performance Test Plan and Scripts**	**20 days**	**Mon 12/21/09**	**Fri 1/15/10**	
435		3.17.1.1 Conduct Performance Test Kickoff Meeting	20 days	Mon 12/21/09	Fri 1/15/10	
436		3.17.1.2 Develop Performance Test Plan	20 days	Mon 12/21/09	Fri 1/15/10	
437		3.17.1.3 Develop Performance Test Scripts	20 days	Mon 12/21/09	Fri 1/15/10	
438	***97***	***3.17.1.4 CGI Deliverable: Performance Test Plan and Scripts***	***0 days***	***Fri 1/15/10***	***Fri 1/15/10***	
439		**3.17.2 Performance Test Results**	**25 days**	**Mon 1/18/10**	**Fri 2/19/10**	
440		3.17.2.1 Execute Performance Test Activities	25 days	Mon 1/18/10	Fri 2/19/10	
441		3.17.2.2 Conduct Performance Test Review	25 days	Mon 1/18/10	Fri 2/19/10	
442	***98***	***3.17.2.3 CGI Deliverable: Performance Test Results***	***0 days***	***Fri 2/19/10***	***Fri 2/19/10***	
443		**3.18 User & System Documentation**	**65 days**	**Mon 1/4/10**	**Fri 4/2/10**	
444		3.18.1 Prepare Operational Guide	65 days	Mon 1/4/10	Fri 4/2/10	
445		3.18.2 Prepare Baseline Documentation	65 days	Mon 1/4/10	Fri 4/2/10	
446		3.18.3 Prepare Customized User Documentation	65 days	Mon 1/4/10	Fri 4/2/10	
447		3.18.4 Prepare Customized Online Help	65 days	Mon 1/4/10	Fri 4/2/10	
448		3.18.5 Create System Administration Materials	65 days	Mon 1/4/10	Fri 4/2/10	
449	***99***	***3.18.6 CGI Deliverable: User & System Documentation***	***0 days***	***Fri 4/2/10***	***Fri 4/2/10***	
450		**3.19 Security and Workflow**	**149 days**	**Mon 12/7/09**	**Thu 7/1/10**	
451		**3.19.1 Security and Workflow Test**	**40 days**	**Mon 12/7/09**	**Fri 1/29/10**	
452		3.19.1.1 Conduct Security & Workflow Test Kickoff Meeting	40 days	Mon 12/7/09	Fri 1/29/10	
453		3.19.1.2 Develop Security & Workflow Test Plan	40 days	Mon 12/7/09	Fri 1/29/10	
454		3.19.1.3 Conduct Security & Workflow Test	40 days	Mon 12/7/09	Fri 1/29/10	
455		3.19.1.4 Conduct Security & Workflow Test Review	40 days	Mon 12/7/09	Fri 1/29/10	
456	***100***	***3.19.1.5 CGI Deliverable: Security and Workflow Test***	***0 days***	***Fri 1/29/10***	***Fri 1/29/10***	
457		**3.19.2 Security and Workflow Setup Support**	**44 days**	**Mon 5/3/10**	**Thu 7/1/10**	
458		3.19.2.1 Support Security and Workflow Setup	44 days	Mon 5/3/10	Thu 7/1/10	
459	***101***	***3.19.2.2 CGI Deliverable: Security and Workflow Setup Support***	***0 days***	***Thu 7/1/10***	***Thu 7/1/10***	
460		**3.20 Operational Readiness Assessment**	**65 days**	**Mon 1/4/10**	**Fri 4/2/10**	
461		**3.20.1 Operational Readiness Checklist**	**20 days**	**Mon 1/4/10**	**Fri 1/29/10**	
462		3.20.1.1 Prepare Operational Readiness Checklist	20 days	Mon 1/4/10	Fri 1/29/10	
463	***102***	***3.20.1.2 CGI Deliverable: Operational Readiness Checklist***	***0 days***	***Fri 1/29/10***	***Fri 1/29/10***	
464		**3.20.2 Support for Operational Readiness Assessment**	**45 days**	**Mon 2/1/10**	**Fri 4/2/10**	
465		3.20.2.1 Operational Readiness Assessment Support	45 days	Mon 2/1/10	Fri 4/2/10	
466	***103***	***3.20.2.2 CGI Deliverable: Support for Operational Readiness Assessment***	***0 days***	***Fri 4/2/10***	***Fri 4/2/10***	
467		**3.21 Implementation Readiness Assessment**	**65 days**	**Mon 1/4/10**	**Fri 4/2/10**	
468		**3.21.1 Implementation Readiness Checklist**	**20 days**	**Mon 1/4/10**	**Fri 1/29/10**	
469		3.21.1.1 Prepare Implementation Readiness Checklist	20 days	Mon 1/4/10	Fri 1/29/10	
470	***104***	***3.21.1.2 CGI Deliverable: Implementation Readiness Checklist***	***0 days***	***Fri 1/29/10***	***Fri 1/29/10***	
471		**3.21.2 Support for Implementation Readiness Assessment**	**45 days**	**Mon 2/1/10**	**Fri 4/2/10**	
472		3.21.2.1 Implementation Readiness Assessment Support	45 days	Mon 2/1/10	Fri 4/2/10	
473	***105***	***3.21.2.2 CGI Deliverable: Support for Implementation Readiness Assessment***	***0 days***	***Fri 4/2/10***	***Fri 4/2/10***	
474						
475		**4 ACHIEVE PHASE**	**64 days**	**Mon 4/5/10**	**Thu 7/1/10**	
476		**4.1 Mock Conversion**	**20 days**	**Mon 5/10/10**	**Fri 6/4/10**	
477		4.1.1 Perform Mock Conversion	20 days	Mon 5/10/10	Fri 6/4/10	
478		4.1.2 Resolve Issues from Mock Conversion	20 days	Mon 5/10/10	Fri 6/4/10	
479	***106***	***4.1.3 CGI Deliverable: Mock Conversion***	***0 days***	***Fri 6/4/10***	***Fri 6/4/10***	
480		**4.2 Production Data Conversion**	**10 days**	**Mon 6/7/10**	**Fri 6/18/10**	
481		4.2.1 Final Conversion Plan	10 days	Mon 6/7/10	Fri 6/18/10	
482		4.2.2 Execute Production Data Conversion	10 days	Mon 6/7/10	Fri 6/18/10	
483		4.2.3 Final Data Reconciliation	10 days	Mon 6/7/10	Fri 6/18/10	
484	***107***	***4.2.4 CGI Deliverable: Production Data Conversion***	***0 days***	***Fri 6/18/10***	***Fri 6/18/10***	
485		**4.3 Production Cutover**	**64 days**	**Mon 4/5/10**	**Thu 7/1/10**	
486		4.3.1 Develop Production Cutover Scripts	64 days	Mon 4/5/10	Thu 7/1/10	
487		4.3.2 Conduct Production Cutover Readiness Assessment	64 days	Mon 4/5/10	Thu 7/1/10	
488		4.3.3 Provide Support for Production Cutover Rehearsal	64 days	Mon 4/5/10	Thu 7/1/10	
489		4.3.4 Provide Help Desk Setup Assistance	64 days	Mon 4/5/10	Thu 7/1/10	
490		4.3.5 Oversee Operations Hand-Off to City Staff	64 days	Mon 4/5/10	Thu 7/1/10	

Exhibit C: Core Financial Project Schedule and Plan

ID	Deliverable #	Task Name	Duration	Start	Finish	Half
491		4.3.6 Perform Production Cutover	64 days	Mon 4/5/10	Thu 7/1/10	
492	*108*	***4.3.7 CGI Deliverable: Production Cutover***	***0 days***	***Thu 7/1/10***	***Thu 7/1/10***	
493						
494		**5 POST-IMPLEMENTATION PHASE**	**392 days**	**Thu 7/1/10**	**Fri 12/30/11**	
495		**5.1 Post Implementation Support**	**132 days**	**Thu 7/1/10**	**Fri 12/31/10**	
496		**5.1.1 Post Implementation Support - Month 1 (July 2010)**	**22 days**	**Thu 7/1/10**	**Sat 7/31/10**	
497		5.1.1.1 Support Post Implementation Functional Use Monitoring	22 days	Thu 7/1/10	Sat 7/31/10	
498		5.1.1.2 Support Post Implementation Performance Characteristics Monitoring	22 days	Thu 7/1/10	Sat 7/31/10	
499		5.1.1.3 Provide Post Implementation On-site Support (including End User Refresher Training Support)	22 days	Thu 7/1/10	Sat 7/31/10	
500		5.1.1.4 Develop a Production Incident Log	22 days	Thu 7/1/10	Sat 7/31/10	
501		5.1.1.5 Develop a Change Request Log	22 days	Thu 7/1/10	Sat 7/31/10	
502	*109*	***5.1.1.6 CGI Deliverable: Post Implementation Support - Month 1 (July 2010)***	***0 days***	***Sat 7/31/10***	***Sat 7/31/10***	
503		**5.1.2 Post Implementation Support - Month 2 (Aug 2010)**	**22 days**	**Mon 8/2/10**	**Tue 8/31/10**	
504		5.1.2.1 Support Post Implementation Functional Use Monitoring	22 days	Mon 8/2/10	Tue 8/31/10	
505		5.1.2.2 Support Post Implementation Performance Characteristics Monitoring	22 days	Mon 8/2/10	Tue 8/31/10	
506		5.1.2.3 Provide Post Implementation On-site Support (including End User Refresher Training Support)	22 days	Mon 8/2/10	Tue 8/31/10	
507		5.1.2.4 Update Production Incident Log	22 days	Mon 8/2/10	Tue 8/31/10	
508		5.1.2.5 Update Change Request Log	22 days	Mon 8/2/10	Tue 8/31/10	
509	*110*	***5.1.2.6 CGI Deliverable: Post Implementation Support - Month 2 (Aug 2010)***	***0 days***	***Tue 8/31/10***	***Tue 8/31/10***	
510		**5.1.3 Post Implementation Support - Month 3 (Sept 2010)**	**22 days**	**Wed 9/1/10**	**Thu 9/30/10**	
511		5.1.3.1 Support Post Implementation Functional Use Monitoring	22 days	Wed 9/1/10	Thu 9/30/10	
512		5.1.3.2 Support Post Implementation Performance Characteristics Monitoring	22 days	Wed 9/1/10	Thu 9/30/10	
513		5.1.3.3 Provide Post Implementation On-site Support (including End User Refresher Training Support)	22 days	Wed 9/1/10	Thu 9/30/10	
514		5.1.3.4 Update Production Incident Log	22 days	Wed 9/1/10	Thu 9/30/10	
515		5.1.3.5 Update Change Request Log	22 days	Wed 9/1/10	Thu 9/30/10	
516	*111*	***5.1.3.6 CGI Deliverable: Post Implementation Support - Month 3 (Sept 2010)***	***0 days***	***Thu 9/30/10***	***Thu 9/30/10***	
517		**5.1.4 Post Implementation Support - Month 4 (Oct 2010)**	**21 days**	**Fri 10/1/10**	**Sun 10/31/10**	
518		5.1.4.1 Support Post Implementation Functional Use Monitoring	21 days	Fri 10/1/10	Sun 10/31/10	
519		5.1.4.2 Support Post Implementation Performance Characteristics Monitoring	21 days	Fri 10/1/10	Sun 10/31/10	
520		5.1.4.3 Provide Post Implementation On-site Support (including End User Refresher Training Support)	21 days	Fri 10/1/10	Sun 10/31/10	
521		5.1.4.4 Update Production Incident Log	21 days	Fri 10/1/10	Sun 10/31/10	
522		5.1.4.5 Update Change Request Log	21 days	Fri 10/1/10	Sun 10/31/10	
523	*112*	***5.1.4.6 CGI Deliverable: Post Implementation Support - Month 4 (Oct 2010)***	***0 days***	***Sun 10/31/10***	***Sun 10/31/10***	
524		**5.1.5 Post Implementation Support - Month 5 (Nov 2010)**	**22 days**	**Mon 11/1/10**	**Tue 11/30/10**	
525		5.1.5.1 Support Post Implementation Functional Use Monitoring	22 days	Mon 11/1/10	Tue 11/30/10	
526		5.1.5.2 Support Post Implementation Performance Characteristics Monitoring	22 days	Mon 11/1/10	Tue 11/30/10	
527		5.1.5.3 Provide Post Implementation On-site Support (including End User Refresher Training Support)	22 days	Mon 11/1/10	Tue 11/30/10	
528		5.1.5.4 Update Production Incident Log	22 days	Mon 11/1/10	Tue 11/30/10	
529		5.1.5.5 Update Change Request Log	22 days	Mon 11/1/10	Tue 11/30/10	
530	*113*	***5.1.5.6 CGI Deliverable: Post Implementation Support - Month 5 (Nov 2010)***	***0 days***	***Tue 11/30/10***	***Tue 11/30/10***	
531		**5.1.6 Post Implementation Support - Month 6 (Dec 2010)**	**23 days**	**Wed 12/1/10**	**Fri 12/31/10**	
532		5.1.6.1 Support Post Implementation Functional Use Monitoring	23 days	Wed 12/1/10	Fri 12/31/10	
533		5.1.6.2 Support Post Implementation Performance Characteristics Monitoring	23 days	Wed 12/1/10	Fri 12/31/10	
534		5.1.6.3 Provide Post Implementation On-site Support (including End User Refresher Training Support)	23 days	Wed 12/1/10	Fri 12/31/10	
535		5.1.6.4 Update Production Incident Log	23 days	Wed 12/1/10	Fri 12/31/10	
536		5.1.6.5 Update Change Request Log	23 days	Wed 12/1/10	Fri 12/31/10	
537	*114*	***5.1.6.6 CGI Deliverable: Post Implementation Support - Month 6 (Dec 2010)***	***0 days***	***Fri 12/31/10***	***Fri 12/31/10***	
538		**5.2 Support for First Monthly Close (July/Aug 2010)**	**44 days**	**Thu 7/1/10**	**Tue 8/31/10**	
539		5.2.1 Support for First Monthly Close	44 days	Thu 7/1/10	Tue 8/31/10	
540	*115*	***5.2.2 CGI Deliverable: Support for First Monthly Close (July/Aug 2010)***	***0 days***	***Tue 8/31/10***	***Tue 8/31/10***	
541		**5.3 Knowledge Transfer**	**132 days**	**Thu 7/1/10**	**Fri 12/31/10**	
542		**5.3.1 Knowledge Transfer - Month 1 (July 2010)**	**22 days**	**Thu 7/1/10**	**Sat 7/31/10**	
543		5.3.1.1 Knowledge transfer to operations, system admin, and training support staff	22 days	Thu 7/1/10	Sat 7/31/10	
544	*116*	***5.3.1.2 CGI Deliverable: Knowledge Transfer - Month 1 (July 2010)***	***0 days***	***Sat 7/31/10***	***Sat 7/31/10***	
545		**5.3.2 Knowledge Transfer - Month 2 (Aug 2010)**	**22 days**	**Mon 8/2/10**	**Tue 8/31/10**	
546		5.3.2.1 Knowledge transfer to operations, system admin, and training support staff	22 days	Mon 8/2/10	Tue 8/31/10	
547	*117*	***5.3.2.2 CGI Deliverable: Knowledge Transfer - Month 2 (Aug 2010)***	***0 days***	***Tue 8/31/10***	***Tue 8/31/10***	
548		**5.3.3 Knowledge Transfer - Month 3 (Sept 2010)**	**22 days**	**Wed 9/1/10**	**Thu 9/30/10**	
549		5.3.3.1 Knowledge transfer to operations, system admin, and training support staff	22 days	Wed 9/1/10	Thu 9/30/10	
550	*118*	***5.3.3.2 CGI Deliverable: Knowledge Transfer - Month 3 (Sept 2010)***	***0 days***	***Thu 9/30/10***	***Thu 9/30/10***	
551		**5.3.4 Knowledge Transfer - Month 4 (Oct 2010)**	**21 days**	**Fri 10/1/10**	**Sun 10/31/10**	
552		5.3.4.1 Knowledge transfer to operations, system admin, and training support staff	21 days	Fri 10/1/10	Sun 10/31/10	
553	*119*	***5.3.4.2 CGI Deliverable: Knowledge Transfer - Month 4 (Oct 2010)***	***0 days***	***Sun 10/31/10***	***Sun 10/31/10***	
554		**5.3.5 Knowledge Transfer - Month 5 (Nov 2010)**	**22 days**	**Mon 11/1/10**	**Tue 11/30/10**	
555		5.3.5.1 Knowledge transfer to operations, system admin, and training support staff	22 days	Mon 11/1/10	Tue 11/30/10	
556	*120*	***5.3.5.2 CGI Deliverable: Knowledge Transfer - Month 5 (Nov 2010)***	***0 days***	***Tue 11/30/10***	***Tue 11/30/10***	

Exhibit C: Core Financial Project Schedule and Plan

ID	Deliverable #	Task Name	Duration	Start	Finish	Half
557		**5.3.6 Knowledge Transfer - Month 6 (Dec 2010)**	**23 days**	**Wed 12/1/10**	**Fri 12/31/10**	
558		5.3.6.1 Knowledge transfer to operations, system admin, and training support staff	23 days	Wed 12/1/10	Fri 12/31/10	
559	***121***	***5.3.6.2 CGI Deliverable: Knowledge Transfer - Month 6 (Dec 2010)***	***0 days***	***Fri 12/31/10***	***Fri 12/31/10***	
560		**5.4 Support for 1099 Reporting - Calendar Year 2010**	**44 days**	**Wed 12/1/10**	**Mon 1/31/11**	
561		5.4.1 Setup 1099 Tables	44 days	Wed 12/1/10	Mon 1/31/11	
562		5.4.2 Test Execution and Review of 1099 Process	44 days	Wed 12/1/10	Mon 1/31/11	
563		5.4.3 Final Execution and Review of 1099 Process	44 days	Wed 12/1/10	Mon 1/31/11	
564	***122***	***5.4.4 CGI Deliverable: Support for 1099 Reporting - Calendar Year 2010***	***0 days***	***Mon 1/31/11***	***Mon 1/31/11***	
565		**5.5 Support for Annual Close**	**89 days**	**Fri 4/29/11**	**Wed 8/31/11**	
566		**5.5.1 Support for Annual Close - FY 2011 (May 2011)**	**23 days**	**Fri 4/29/11**	**Tue 5/31/11**	
567		5.5.1.1 Setup Tables	23 days	Fri 4/29/11	Tue 5/31/11	
568		5.5.1.2 Setup and Test Batch Processes	23 days	Fri 4/29/11	Tue 5/31/11	
569		5.5.1.3 Execute and Verify Reports	23 days	Fri 4/29/11	Tue 5/31/11	
570		5.5.1.4 Review Results and Resolve Issues	23 days	Fri 4/29/11	Tue 5/31/11	
571	***123***	***5.5.1.5 CGI Deliverable: Support for Annual Year End Closing - FY 2011 (May 2011)***	***0 days***	***Tue 5/31/11***	***Tue 5/31/11***	
572		**5.5.2 Support for Annual Close - FY 2011 (June 2011)**	**22 days**	**Wed 6/1/11**	**Thu 6/30/11**	
573		5.5.2.1 Setup Tables	22 days	Wed 6/1/11	Thu 6/30/11	
574		5.5.2.2 Setup and Test Batch Processes	22 days	Wed 6/1/11	Thu 6/30/11	
575		5.5.2.3 Execute and Verify Reports	22 days	Wed 6/1/11	Thu 6/30/11	
576		5.5.2.4 Review Results and Resolve Issues	22 days	Wed 6/1/11	Thu 6/30/11	
577	***124***	***5.5.2.5 CGI Deliverable: Support for Annual Year End Closing - FY 2011 (June 2011)***	***0 days***	***Thu 6/30/11***	***Thu 6/30/11***	
578		**5.5.3 Support for Annual Close - FY 2011 (July 2011)**	**22 days**	**Thu 6/30/11**	**Sun 7/31/11**	
579		5.5.3.1 Setup Tables	22 days	Thu 6/30/11	Sun 7/31/11	
580		5.5.3.2 Setup and Test Batch Processes	22 days	Thu 6/30/11	Sun 7/31/11	
581		5.5.3.3 Execute and Verify Reports	22 days	Thu 6/30/11	Sun 7/31/11	
582		5.5.3.4 Review Results and Resolve Issues	22 days	Thu 6/30/11	Sun 7/31/11	
583	***125***	***5.5.3.5 CGI Deliverable: Support for Annual Year End Closing - FY 2011 (July 2011)***	***0 days***	***Sun 7/31/11***	***Sun 7/31/11***	
584		**5.5.4 Support for Annual Close - FY 2011 (Aug 2011)**	**23 days**	**Mon 8/1/11**	**Wed 8/31/11**	
585		5.5.4.1 Setup Tables	23 days	Mon 8/1/11	Wed 8/31/11	
586		5.5.4.2 Setup and Test Batch Processes	23 days	Mon 8/1/11	Wed 8/31/11	
587		5.5.4.3 Execute and Verify Reports	23 days	Mon 8/1/11	Wed 8/31/11	
588		5.5.4.4 Review Results and Resolve Issues	23 days	Mon 8/1/11	Wed 8/31/11	
589	***126***	***5.5.4.5 CGI Deliverable: Support for Annual Year End Closing - FY 2011 (Aug 2011)***	***0 days***	***Wed 8/31/11***	***Wed 8/31/11***	
590		**5.6 CAFR Reports Development & Implementation Support**	**131 days**	**Fri 7/1/11**	**Fri 12/30/11**	
591		5.6.1 Gather requirements and review current CAFR processes and software	15 days	Fri 7/1/11	Thu 7/21/11	
592		5.6.2 Define allocation of budgeted support hours	5 days	Fri 7/22/11	Thu 7/28/11	
593		5.6.3 Provide CAFR development support (data extracts, testing, design/analysis per budgeted hours)	110 days	Mon 8/1/11	Fri 12/30/11	
594	***127***	***5.6.4 CGI Deliverable: CAFR Reports Development & Implementation Support***	***0 days***	***Fri 12/30/11***	***Fri 12/30/11***	

Exhibit D: Core Financial Business Requirements

General Ledger Requirements

		One Response Per Requirement (For Vendor Use Only)					
Line #		Y	N	G, C or M	3	F	Comments
0	General Requirements						
1	The system shall provide online drill up or down capabilities on any transaction, account or batch within the system to view various levels of detail.	X					
2	The system shall provide flexible department structures for reorganizations.	X					
3	The system should provide the ability to update, track, and report on changes to departmental organizational structures including change information (e.g., date entered, by whom, date effective, physical location, Region, District, Area, NSA, Council District, Comments/notes, etc.).	X					
4	The system shall provide fund and encumbrance accounting capabilities (including but not limited to: fiscal year, fund, department, appropriations, pre-encumbrance, encumbrance, expenditure, committed/uncommitted balance, revenue, etc.).	X					
5	The system shall store a minimum of 5 years of full detailed historic and trend data for online review.	X					
6	The system shall provide the ability to track fiscal, budget fiscal, calendar and grant/fund year transactions.	X					
7	The system shall provide the ability to track type and source of revenues both in and outside of the general ledger (e.g., by department).	X					
8	The system shall provide the ability to run system integrity / exception reports (e.g., batches out of balance, batches with no headers, interdepartmental accounts out of balance, override transactions, etc.).	X					
9	The system shall provide the ability to remotely access the system using web browser or other internet technology, with security access controls.	X					
10	The system shall provide processing edits and controls to ensure all transactions are in balance within funds and other optional chart elements.	X					
11	The system shall provide trust fund reports including monthly transaction activity and balances (the City uses trust funds to track special revenues and the expenditures associated with those revenues).	X					
12	The system shall provide the ability to maintain a minimum of 33 account types.	X					
13	The system shall provide the ability to process the year-end closing by funding source.	X					
14	The system shall provide the ability to process internal voucher transactions that can credit multiple revenue sources.	X					
15	The system shall provide the ability to process documents generated from external sources and interface to the system (e.g., transactions coming from Supply Management System (SMS) or Payroll System (PaySR).	X					
16	The system shall provide automated GL entries to record assets, depreciation, transfers and disposals based on entries in the asset system.	X					
17	Budget Control						
18	The system shall provide real-time comparison of budget to actual performance by department to lowest organization level (i.e., Region, District, Area, Organization, Sub organization, Division, Sub division and facility).	X					
19	The system shall provide online budgetary controls of expenditures based on fund availability and provide automated warnings when users approach budget thresholds based on user-defined parameters.	X					
20	The system shall provide the ability to establish user-defined budgetary and cash controls based on a combination of one or more fields, including but not limited to the following:	X					
21	Budget Fiscal Year	X					
22	Fund	X					
23	Department	X					
24	Appropriation Account	X					
25	Activity and sub-activity	X					
26	Object	X					
27	Project	X					
28	Sub-Project	X					
29	Organization	X					
30	Year-to-date allotment (the distribution of an authorized appropriation over the 12 periods in the fiscal year)	X					
31	Other user-defined fields (e.g., fund, department, region, district, area, division, sub division, organization, sub organization, project, sub project, program, sub program, service program, revenue category, revenue source, sub-revenue source, activity codes, sub activity, function, sub function, council district, NSA, account, sub-account, budget priority, expense type (expenditure category), funding source/category, fund percentage, labor categories (full-time, part-time, overtime, etc.), work order, task, subtask	X					
32	The system shall provide the ability to track and control appropriation levels including, but not limited to, account, account grouping, organization line and funding source.	X					
33	The system shall distinguish which funds use the modified accrual basis of accounting for encumbrance processing and for providing prior years cost information.	X					
34	The system shall automatically update fund and cash balances based on revenue and expenditures.	X					
35	The system shall track assets, liabilities, fund balances, expenditures and revenues at the organizational unit, program levels, division and facility.	X					
36	The system shall provide the ability to maintain and report on identity of current and prior year(s) encumbrances (e.g., multi-year projects), including month end.	X					
37	The system shall prevent negative balances at the fund level without proper authorization for the following including, but not limited to:	X					
38	Cash	X					
39	Encumbrances	X					
40	Pre-encumbrances	X					
41	Expenditure	X					
42	Revenue	X					
43	The system shall provide the ability to track transactions including:	X					
44	Original budgeted revenues and expenditures	X					
45	Adjustments to budgeted revenues and expenditures by the detailed level by transaction code	X					
46	Original budget, current and prior year encumbrances, appropriation transfers in and out, additional appropriations and final adjusted budget.	X					
47	Grants	X					
48	The system shall provide ability to query on accounts, history and related transactions, and other pertinent information (e.g., journal and payment vouchers).	X					
49	The system shall provide the ability to support multi-year appropriations and other user-defined parameters.	X					
50	The system shall provide the ability to handle multiple entities with different closing requirements.	X					
51	The system shall provide the ability to override budget controls during processing in the adjustment period and during this period only.	X					
52	The system shall provide real time access to uncommitted balance of appropriations and unrealized revenues.	X					
53	The system shall provide the ability to classify and track budgets as:	X					
54	Period budgets (annual vs. project-length)	X					
55	Character of budget (operating vs. capital)	X					
56	Legal authority budgets (original vs. final adjusted budget)	X					
57	Variability budgets (flexible vs. fixed)	X					
58	The system shall provide the ability to select alternative approaches to the disposition of encumbrances outstanding at the end of the budget period (i.e., reappropriate and re-establish prior-period encumbrances, modify encumbrances).	X					
59	The system shall provide the ability to track and control the period allotment and year-to-date allotment based on user-defined parameters.	X					
60	Bank Reconciliation and Reporting						
61	The system shall provide the ability to reconcile bank statements, both electronic and paper.	X					
62	The system shall provide the ability conduct automated bank reconciliation for all accounts in the City.	X					
63	The system shall provide ability to interface multiple electronic banking systems and read electronic bank statements based on user defined schedules.	X					
64	The system shall provide the ability to identify outstanding checks by check number, account number, amount, date, vendor and fund.	X					
65	The system shall provide the ability to purge prior month paid and voided check information, and cleared adjustments.	X					
66	The system shall provide the ability to maintain "deposits in transit" by Departments, including deposits for unidentified Departments. ("Deposits in transit" are deposits unrecorded in City books).	X					
67	The system shall provide the ability to process and identify returned items (e.g., bad checks).	X					
68	The system shall provide Daily Cash Report by Fund, Bank Account and other user defined parameters.	X					
69	The system shall provide Daily and Monthly Cash Report (summary and detail) sorted by date, including but not limited to:	X					
70	Account number and description	X					
71	Transaction code	X					
72	Transaction date	X					
73	Transaction number	X					
74	Debit amount	X					
75	Credit amount	X					
76	Beginning balance	X					
77	Ending balance	X					
78	Fund totals	X					
79	Department code	X					
80	The system shall provide Bank to Book Reporting.	X					
81	The system shall provide a Check Register Report selected by check range, date, and vendor, etc., and other information, including but not limited to:	X					
82	Check number	X					
83	Organizational unit	X					
84	Vendor number	X					
85	Vendor name	X					
86	Payroll date	X					
87	Employee name	X					
88	Employee number	X					
89	Check date	X					
90	Check amount	X					
91	Invoice number	X					
92	Invoice date	X					
93	Fund	X					
94	The system shall provide bank reconciliation reports for, but not limited to:	X					
95	Issues Report	X					

General Ledger Requirements

		One Response Per Requirement (For Vendor Use Only)					
Line #		Y	N	G, C or M	3	F	Comments
96	Combination Issues/Paids Report	X					
97	Status Report (showing any inconsistencies between bank and book amounts)	X					
98	Balancing Reports	X					
99	Memos Report	X					
100	Deposit Report	X					
101	Daily Activity Report	X					
102	Check Register	X					
103	Daily Check Sheet	X					
104	Issues and Voids	X					
105	Monthly Totals	X					
106	Cash Management						
107	The system shall provide the ability to track cash activity, by grant and by fund, related to City payables and receipts including, but not limited to: tax refunds, revenue refunds, cash bonds, cash draw downs and payroll.	X					
108	The system shall provide the ability to initiate and receive ACH transactions, debits and credits.	X					
109	The system shall provide the ability to consolidate invoices payable across funds in order to issue one check to vendor.	X					
110	The system shall provide the ability to conduct disbursement and positive pay with multiple banks.	X					
111	Cash Management Forecasting and Reporting						
112	The system shall provide daily revenue reporting by Department by fund.	X					
113	Ability to automatically create journal entries based on cash management transactions entered in the system.	X					
114	The system shall provide the ability to extract and compile accruals for revenue and expenditures from the GL system.	X					
115	The system shall provide the ability to calculate cash flow and forecast the City's cash position by accounting period, fiscal year, multiple fiscal years, capital project or contract period.	X					
116	The system shall provide the ability to sort funds into different groupings as needed (e.g., certain special revenue funds and internal service).	X					
117	The system shall provide cash forecasting functionality.	X					
118	The system shall provide the ability to calculate average daily, monthly and quarterly cash balance by fund, group and organizational unit, and to adjust these average cash balances as needed.	X					
119	The system shall provide the ability to process on a both a cash basis and accrual basis.	X					
120	The system shall provide the ability to calculate cash flow receipts and disbursements by account groups and forecast the City's cash position for fund, account, capital projects, departments and groups.	X					
121	The system shall provide ability to make online adjustments to the cash forecasting application for transactions that will not affect other related applications.	X					
122	The system shall provide ability to enter recurring revenues based on user-defined cycles (e.g., monthly, weekly, daily, etc.).	X					
123	The system shall provide user ability to review variances between projected and actual fund balances based on user-defined parameters (e.g., account number and/or period).	X					
124	The system shall provide Cash Forecast Reports reflecting beginning cash, revenue, expenses, and ending balance.	X					
125	The system shall report cash receipts and disbursements by fund, department, group and by revenue/expenditure classification (e.g., federal aid, property taxes, salaries, services and supplies). Required interface with SunGard Treasury Workstation)	X					
126	The system shall provide the ability to report average daily, monthly, and quarterly cash balances by fund, department, cash account, and group.	X					
127	The system shall provide the ability to allocate interest earned and post to the applicable accounts.	X					
128	General Ledger (GL)						
129	The system shall provide the ability to post interfund transactions (e.g. IG Reference Field) to cash accounts in addition to "due to" "due from" accounts.	X					
130	The system shall provide the ability to compute trust account balances at report time and time of online inquiry.	X					
131	The system shall provide the ability to enter data through user defined document templates (e.g., entering a quick code, or alias, that will pull the desired chart of accounts into the document).	X					
132	The system shall allow entries, with proper authorization, for periods other than current (e.g., the last period of prior year for closing purposes, thirteenth/fourteenth period, etc.).	X					
133	The system shall provide all governmental, proprietary and fiduciary funds, and financial reporting in accordance with Generally Accepted Accounting Principles (GAAP) as established by the Government Accounting Standards Board (GASB) and State UAS.	X					
134	The system shall support all generally accepted bases of accounting used by governmental fund types including cash, modified accrual, and full accrual.	X					
135	The system shall provide the ability to categorize funds by classification (3) and type (11) as follows:	X					
136	1) Governmental Funds:	X					
137	1. General Fund	X					
138	2. Special Revenue Fund	X					
139	3. Debt Service Fund	X					
140	4. Capital Project Fund	X					
141	5. Permanent Fund	X					
142	2) Proprietary Funds:	X					
143	6. Enterprise Fund	X					
144	7. Internal Service Fund	X					
145	3) Fiduciary Funds:	X					
146	8. Pension (and other employee benefit) trust fund	X					
147	9. Investment trust fund	X					
148	10. Private-purpose trust fund	X					
149	11. Agency fund	X					
150	The system shall provide the ability to identify and describe the types of transactions and events by:	X					
151	Measurement focus (economic resources vs. current financial resources)	X					
152	Basis of accounting (cash vs. modified accrual vs. full accrual)	X					
153	Financial reporting entity (primary government vs. component unit)	X					
154	Type of financial reporting (blended vs. discrete)	X					
155	The system shall provide the ability to maintain multiple open periods.	X					
156	The system shall provide inquiry access to prior fiscal year data in summary and detail.	X					
157	The system shall provide the ability to define accounting periods or other user-defined time periods, including multi-year capture of cost accounting data for capital projects, grants, and cost centers.	X					
158	The system shall provide the ability to select a specific account or range of accounts (contiguous and noncontiguous) and report account activity by user-defined categories and parameters.	X					
159	The system shall provide the ability to add account numbers, employees, vendors, key organizations, etc., on-line, during data entry.	X					
160	The system shall provide the ability to automatically perform year-end and month-end close including closing a range of accounts to a fund balance and rolling forward encumbrances, appropriations, uncommitted balance, expenditures, balance sheet account balances. This includes the roll-over of all fields associated with balances.	X					
161	The system shall provide the ability to perform year-end close including automatic cancellation and reversion of pre-encumbrances, and re-appropriation of unused budget authority with user-defined parameters.	X					
162	The system shall provide the ability to generate a year start ledger carrying forward encumbrances by authority ID and related accounting stream.	X					
163	The system shall provide the ability to close accounts via automatic closing entries at the end of the normal accounting periods.	X					
164	The system shall provide the ability to close on any day following the end of a period with no required close dates and/or no errors when the close is after the period end date.	X					
165	The system shall provide the ability to give or deny access to users for look ups, data entry, conducting month/year-end closes, changing GL periods, posting batches, etc.	X					
166	The system shall provide the ability to perform multiple pre-closing trial balances prior to actual closing.	X					
167	The system shall provide the ability to use AutoFill features per transaction by entering the first few characters in any field for reversing entries, recurring entries and percentage allocations.	X					
168	The system shall provide the ability to drill down from the general ledger to view the respective source documents processed in the other modules (e.g. Accounts Payable, Purchasing, Accounts Receivable, etc.).	X					
169	The system shall provide the ability to establish system validation rules which will provide verification and validation of accounting segment values.	X					
170	The system shall provide the ability to track the costs associated with performing user defined activities (i.e., Activity-Based-Costing).	X					
171	The system shall provide the ability to display and report GL data at various levels of detail in support of state mandated reports (i.e. fund type, fund, organization levels, revenue/expense. category, object, cost center, grant source, project, etc.).	X					
172	The system shall provide the ability to export on-line General Ledger inquiries to spreadsheet applications (e.g., MS-Excel).	X					
173	Chart of Accounts						
174	The system shall provide the ability to define a GL account number structure and rules with a minimum of the following types of fields (segments). All should have a roll-up feature that allows unlimited levels of hierarchy:	X					
175	4-digit fiscal year and calendar year	X					
176	fund	X					
177	fund type	X					
178	function	X					
179	department	X					
180	section/division	X					
181	group	X					
182	object and sub-object	X					
183	project and sub-project	X					
184	grant	X					
185	program and sub-activity	X					
186	facility	X					
187	revenue source and sub-revenue	X					

General Ledger Requirements

		One Response Per Requirement (For Vendor Use Only)					
Line #		Y	N	G, C or M	3	F	Comments
188	balance sheet accounts	X					
189	sub-balance sheet accounts	X					
190	organization and sub-organization	X					
191	work order task and sub-task	X					
192	reporting category	X					
193	appropriation codes (APPR)	X					
194	other user-defined fields	X					
195	The system shall provide sub-ledger accounts with at least 5 levels of hierarchy.	X					
196	The system shall provide a flexible approach to adding, deleting and changing categories in the Chart of Accounts.	X					
197	The system shall provide the ability for accounts to roll up into subtotals in sub-account levels.	X					
198	The system shall provide the ability to block any entries into sub-accounts (roll up accounts), and only show totals of other accounts.	X					
199	The system shall provide the ability to define a minimum of eight alphanumeric account numbers.	X					
200	The system shall provide the ability to define account summarization across non-standard hierarchy.	X					
201	The system shall provide the ability to define account types.	X					
202	The system shall provide the ability to make Chart of Account codes active or inactive as of specified or effective dates.	X					
203	The system shall provide the ability to modify an account name with an audit trail recording the user id, date, and the previous account name(s) with the appropriate security.	X					
204	The system shall provide the ability to reserve blocks of coding fields for specified uses.	X					
205	The system shall provide the ability to define and view organization relationships online in a graphical tree structure.		X				Organizational relationships can be defined and viewed online but not in a graphical tree structure.
206	The system shall provide the ability to support multiple tree structures for the same Chart of Accounts values.	X					
207	The system shall provide the ability to report consolidated organizational values based on user specifications (summarize values for 3 departments in one report, etc.).	X					
208	The system shall provide the ability to allow for customization of organization segments.	X					
209	The system shall provide the ability to change organization structures.	X					
210	The system shall provide the ability to perform "What If" analysis with changes to both historical and proposed future organizational structures.	X					
211	The system shall provide the ability to perform summary and "drill down" capability for a specified period of archived data	X					
212	The system shall provide the ability to group or consolidate account activity by fund, revenue, expense and expenditure type for CAFR reporting, budget reporting, or ad hoc reporting.	X					
213	The system shall provide the ability to perform sub-system transactions with automatic postings to the GL detail and control accounts by organizational unit.	X					
214	The system shall provide the ability to re-open an inactive account with appropriate security.	X					
215	The system shall provide the ability to identify all subsystem entries posted to the GL.	X					
216	The system shall provide ability to validate accounts and account combinations.	X					
217	The system shall provide ability to copy/re-create accounts.	X					
218	The system shall provide the ability to flag closed accounts for identification.	X					
219	The system shall provide the ability to post to an inactive account with appropriate security.	X					
220	The system shall provide the ability to restrict posting to certain active or inactive accounts.	X					
221	The system shall provide the ability to delete or archive accounts with zero balances and no transactions.	X					
222	The system shall provide the ability to delete or archive accounts by fund and/or organization unit.	X					
223	The system shall provide the ability to delete or archive accounts with zero balances with transaction history (Describe the impact on the GL transaction history).	X					
224	The system shall provide the ability to view originating transactions as well as account balances at the same time.	X					
225	The system shall provide the ability to identify the employee positions/departments responsible for certain accounts.	X					
226	The system shall not allow out of balance batches to be finalized (batches must balance prior to posting).	X					
227	The system shall provide the ability to identify budgetary accounts versus non-budgetary accounts.	X					
228	Journal Posting						
229	The system shall provide the ability to create journal entries on-line that are either posted immediately or placed in batch for review until released through on-line approval.	X					
230	The system shall provide the ability to define percentage or dollar allocations for distributing amounts to multiple accounts.	X					
231	The system shall provide an audit trail to see who and why a journal entry is unposted.	X					
232	The system shall prevent posted journal entries from being voided.	X					
233	The system shall provide the ability to automatically generate recurring internal billing entries with an end date or end amount.	X					
234	The system shall provide the ability to create one-time internal billing entries and other user-defined fields across departments..	X					
235	The system shall provide the ability to create entries to reflect labor distribution across departments.	X					
236	The system shall provide the ability to assign internal billing amounts to any combination of agency and organization.	X					
237	The system shall provide the ability to report the quantities and amounts of charges at multiple organization levels for user defined time frames.	X					
238	The system shall provide the ability to automatically generate charge back rates based on quantities of an item assigned to a department multiplied by an amount .					X	December 2006
239	The system shall provide the ability to automatically generate charge back rates based on amounts of service assigned to a department multiplied by a markup percentage or amount.					X	December 2006
240	The system shall provide the ability to access historical data used to calculate internal billing amounts.	X					
241	The system shall provide the ability to generate interdepartmental transfer amounts based on employees assets and transactions in the system (e.g. system reads phone time used by an employee to determine charges based on that employee and rolls up charges	X					
242	The system shall provide an interface from internal billing to budgets so that internal billing amounts can be used in budget projections and creation.	X					
243	The system shall provide the ability to modify revenue and expenditure projections at any time during the year by authorized personnel only.	X					
244	The system shall provide the ability to limit access to internal billing information based on the user defined parameters.	X					
245	The system shall provide the ability to perform sub-system transactions with automatic postings to the GL detail and control accounts by organizational unit.	X					
246	The system shall provide the ability for online interfund transfers with online approval and produce an audit trail detailing transfers.	X					
247	The system shall provide the ability for online "due to," "due from," and "interfund transfer" transactions without manual journal entries.	X					
248	The system shall provide journal entry screens with large fields to provide cross-reference, description, and other information and have the ability to attach large data documents.	X					
249	The system shall provide automatic validation of account codes entered into the General Ledger system.	X					
250	The system shall provide the ability to perform a GL pre and post review, validation, edit and balancing of journal entries.	X					
251	The system shall provide the ability to set up automatic recurring journal entries with a fixed or variable dollar amount.	X					
252	The system shall provide the ability to automatically post recurring journal entries, reversing and offsetting entries.	X					
253	The system shall provide the ability to edit recurring journal entries prior to posting.	X					
254	The system shall provide the ability to accept journal entries and offsetting entries from external applications.	X					
255	The system shall provide the ability to provide for "on demand" journal entries posting.	X					
256	The system shall provide the ability to post to current and future periods and years.	X					
257	The system shall provide the ability to keep prior month or fiscal year open while posting new transactions to the current month or fiscal year.	X					
258	The system shall provide the ability to perform automatic closing entries (e.g., revenues and expenditures closed to fund balance at the end of the accounting period and at year-end).	X					
259	The system shall provide the ability to perform unlimited debit and credit transactions, including line number distributions for each journal entry and balance by fund before accepted by system.	X					
260	The system shall provide the ability save incomplete journal entries without posting.	X					
261	The system shall provide the ability to define a journal entry with full algebraic equations (e.g., interest allocation, energy costs, etc.).	X					
262	The system shall provide the ability to summarize transactions for any account number and organization level.	X					
263	The system shall provide the ability to add, stop or change any entry during the year.	X					
264	The system shall provide the ability to perform updates and adjustments between pre-closing trial balance and final post closing account balances at accounting period end.	X					
265	The system shall provide the ability to provide online inquiry to GL account data and activity.	X					
266	The system shall provide the ability to post journal entries to more than one budget fiscal year and to detail and control accounts simultaneously.	X					
267	The system shall provide the ability to identify out of balance or incorrectly posted transactions (e.g. invalid account number) using on-line error messages or automatic generation of edit listing reports.	X					
268	The system shall provide ability to capture user-defined journal descriptions and/or comments.	X					
269	The system shall provide the ability to see the originators of journal entries and a description of the entry.						
270	The system shall be able to accept statistical journal entries.	X					
271	Budget Posting						
272	The system shall provide the ability for the user to specify which prior year unspent appropriations roll forward to the next fiscal year (e. g., multi-year grants and projects).	X					
273	The system shall provide the ability to roll forward unspent appropriations in the same character and net amount as existed at the end of the preceding fiscal year.	X					
274	Budget Control Reporting						
275	The system shall produce fiscal year and accounting period end budget reports including, but not limited to:	X					
276	Budgeted vs. Actual Expenditures	X					
277	Budgeted vs. Actual Revenues	X					
278	Year-to-date Allotment vs. Year-to-date Expenditures	X					

General Ledger Requirements

		One Response Per Requirement (For Vendor Use Only)					
Line #		Y	N	G, C or M	3	F	Comments
279	The system shall produce a Combined Statement of Revenues, Expenditures and Changes in Fund Balances – (Budget and Actual) Non-GAAP Budgetary Basis (for select funds).	X					
280	The system shall provide a Statement of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual (at Budgetary Reporting Level).	X					
281	The system shall provide Expenditure/Expense Summary - by user-defined levels including, but not limited to, original budget, revised budget, percentage of revised budget used and actual expenses for PTD (project-to-date), GTD (grant-to-date), M-T-D, Y-T-D and encumbrances.	X					
282	The system shall provide Revenue Recap Summary by user-defined levels including, but not limited to, totals M-T-D and Y-T-D, original budget, revised budget and percent of annual budget realized, and encumbrances.	X					
283	The system shall provide Revenue Accounts Transaction Report by user-defined periods.	X					
284	The system shall report revenue and expenditure actuals and budgeted for all funds by preset parameter or user command.	X					
285	The system shall allow budget reports with a way to define and view original budgets, prior year encumbrances, other encumbrances, grants and transfers for any period, including other user defined parameters. The reports need to have a subtotal column that equals the original budget plus the prior year obligation augmentation amount (for GASB No. 34 purposes) by at least fund, department, division and key organization.	X					
286	The system shall provide ability to generate multi-year (minimum of five years) reports for comparison of YTD's for more than one fiscal year.	X					
287	The system shall provide the ability to print/detail including, but not limited to the entire budget adjustment, by the various levels.	X					
288	The system shall report revenue and expenditures/expenses from the highest fund level to the lowest key organization and account level.	X					
289	GL Reporting						
290	The system shall allow for cash basis reporting which details receipts and disbursements (e.g., accounts receivable, accounts payable receipts, and disbursements).	X					
291	The system shall allow for cash basis reporting by revenue and expense with summary information at the any organizational level.	X					
292	The system shall provide encumbrance detail by fund and/or by vendor.	X					
293	The system shall provide the ability to generate reports by state function classification (e.g., water, sewer, etc.)	X					
294	The system shall provide the ability to setup different levels of security limiting look up and report creation access.	X					
295	The system shall provide the ability to specify different levels of detail within each report.	X					
296	The system shall provide the ability to generate quarterly reports by fund on a budgetary basis.	X					
297	The system shall provide the ability to generate exception reports (e.g. accounts that are out of balance).	X					
298	The system shall provide the ability to distinguish between budgetary accounts and non-budgetary accounts when reporting.	X					
299	The system shall provide the ability to run reports that compare multiple years to current financial statements on the same document.	X					
300	The system shall provide the ability to limit users to reporting on account codes for their department only.	X					
301	The system shall produce cyclical and demand reports including, but not limited to:	X					
302	Organizational Structure Consistency report	X					
303	Detail listing of revenues vs. budget	X					
304	Summary of revenues - by Revenue Source	X					
305	Summary trial balance by fiscal year	X					
306	Summary trial balance by accounting distribution/fund	X					
307	Agency obligations vs. expense budget	X					
308	Trial balance by accounting distribution	X					
309	Detailed transaction listing	X					
310	Statement of conditions of appropriations (recap and detail)	X					
311	Prior year encumbrance status	X					
312	Expenditures by object code - current fiscal year	X					
313	Expenditures by object code - previous fiscal year	X					
314	YTD interfund transfers	X					
315	Monthly statement of budget activity and balances	X					
316	YTD revenue transactions	X					
317	Balance sheet (by fund)	X					
318	YTD encumbrance activity	X					
319	Outstanding warrants	X					
320	Expired appropriation report	X					
321	Summary trial balance by accounting distribution within fund and organization	X					
322	The system shall provide the ability to generate general purpose financial statements, combining and individual fund statements, and other supplemental schedules for the Comprehensive Annual Financial Report.	X					
323	The system shall provide a Budget Revenue Forecast, including but not limited to the following:	X					
324	Straight line extrapolation based on YTD	X					
325	Comparative reporting on prior year history	X					
326	The system shall provide for full Comprehensive Annual Financial Reports (CAFR) in compliance with GASB's new reporting model, including the following:				X		The CAFR reporting-related requirements will be supported by the provision of a budgeted set of CGI support hours and the use of AMS Advantage tools (e.g., AMS infoAdvantage) to extract/report the information required by the City. CGI will allocate a budgeted set of hours as CAFR Reports Development & Implementation Support. CGI will review the City's current CAFR development procedures and software and work with the City to define how the budgeted set of hours will be allocated. CGI will also assist the City in developing the data extracts, testing, and completing the designs/analysis necessary to produce the CAFR reports using the FMS software, tools, and data as applicable for meeting the City's requirements as stated in Exhibit D -
327	Introductory Section:				X		See CGI response to F-GL requirement # 326
328	Report Cover				X		See CGI response to F-GL requirement # 326
329	Title Page				X		See CGI response to F-GL requirement # 326
330	Table of Contents				X		See CGI response to F-GL requirement # 326
331	Comptroller's Letter of Transmittal				X		See CGI response to F-GL requirement # 326
332	Formal transmittal of the CAFR				X		See CGI response to F-GL requirement # 326
333	Profile of the government				X		See CGI response to F-GL requirement # 326
334	Information useful in assessing the financial position				X		See CGI response to F-GL requirement # 326
335	Awards and acknowledgments				X		See CGI response to F-GL requirement # 326
336	Authorship				X		See CGI response to F-GL requirement # 326
337	Dating and format				X		See CGI response to F-GL requirement # 326
338	Practical considerations				X		See CGI response to F-GL requirement # 326
339	City Council				X		See CGI response to F-GL requirement # 326
340	Listing of City Officials				X		See CGI response to F-GL requirement # 326
341	Organization Chart				X		See CGI response to F-GL requirement # 326

		One Response Per Requirement (For Vendor Use Only)					
Line #		Y	N	G, C or M	3	F	Comments
342	Financial Section:				X		See CGI response to F-GL requirement # 326
343	Management Discussion and Analysis				X		See CGI response to F-GL requirement # 326
344	Basic Financial Statements:				X		See CGI response to F-GL requirement # 326
345	Government-Wide Financial Statements:				X		See CGI response to F-GL requirement # 326
346	Statement of Net Assets				X		See CGI response to F-GL requirement # 326
347	Statement of Activities				X		See CGI response to F-GL requirement # 326
348	Governmental Funds Financial Statements (Subject to Major Fund Reporting Requirements):				X		See CGI response to F-GL requirement # 326
349	Balance Sheet - Governmental Funds				X		See CGI response to F-GL requirement # 326
350	Statement of Revenues, Expenditures, and Changes in Fund Balances - Governmental Funds				X		See CGI response to F-GL requirement # 326
351	Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds to the Statement of Activities				X		See CGI response to F-GL requirement # 326
352	General Fund - Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual (non-GAAP Budgetary Basis)				X		See CGI response to F-GL requirement # 326
353	(Major individual special revenue fund) - Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual (Non-GAAP Budgetary Basis)				X		See CGI response to F-GL requirement # 326
354	Combining Balance Sheet - Non-major Governmental Funds				X		See CGI response to F-GL requirement # 326
355	Combining Statement of Revenues, Expenditures and Changes in Fund Balances - Non-major Governmental Funds				X		See CGI response to F-GL requirement # 326
356					X		See CGI response to F-GL requirement # 326
357	Individual Fund Financial Statements				X		See CGI response to F-GL requirement # 326
358	Budgetary comparisons for general fund, major individual special revenue funds, non-major special revenue funds with annual appropriated budgets, capital project funds with annual appropriated budgets, non-major debt service funds with annual appropriated budget, and permanent funds with annual appropriated budgets				X		See CGI response to F-GL requirement # 326
359	Other individual fund statements as needed				X		See CGI response to F-GL requirement # 326
360	Supplementary Information (as needed, e.g., schedule of cash receipts and disbursements for the general fund)				X		See CGI response to F-GL requirement # 326
361	Proprietary Fund Financial Statements:				X		See CGI response to F-GL requirement # 326
362	Statement of Net Assets - Proprietary Fund				X		See CGI response to F-GL requirement # 326
363	Statement of Revenues, Expenses and Changes in Fund Net Assets - Proprietary Funds				X		See CGI response to F-GL requirement # 326
364	Statement of Cash Flows - Proprietary Funds				X		See CGI response to F-GL requirement # 326
365	Combining FS - Individual non-major enterprise funds				X		See CGI response to F-GL requirement # 326
366	Individual Fund FS - as needed				X		See CGI response to F-GL requirement # 326
367	Supplementary Information - as needed				X		See CGI response to F-GL requirement # 326
368	Fiduciary Funds:				X		See CGI response to F-GL requirement # 326
369	Statement of Fiduciary Net Assets - Fiduciary Funds				X		See CGI response to F-GL requirement # 326
370	Statement of Changes in Fiduciary Net Assets - Fiduciary Funds				X		See CGI response to F-GL requirement # 326
371	Combining FS - All individual private-purpose trust funds, pension trust funds, investment trust funds, and agency funds				X		See CGI response to F-GL requirement # 326
372	Individual Fund FS - as needed				X		See CGI response to F-GL requirement # 326
373	Supplementary Information - Combining statement of changes in assets and liabilities, all agency funds				X		See CGI response to F-GL requirement # 326
374	Component Units:				X		See CGI response to F-GL requirement # 326
375	Combining Financial Statements - All non-major discretely presented component units				X		See CGI response to F-GL requirement # 326
376	Individual Component Unit Fund Presentations - All discretely presented component units that use multiple funds and that do not issue separate, publicly available financial reports with fund information.				X		See CGI response to F-GL requirement # 326
377	Required Supplementary Information other than MD&A:				X		See CGI response to F-GL requirement # 326
378	Budgetary Comparisons (for the general fund and major individual special revenue funds, if not presented elsewhere)				X		See CGI response to F-GL requirement # 326
379	Infrastructure condition and maintenance data				X		See CGI response to F-GL requirement # 326
380	Pension trend data				X		See CGI response to F-GL requirement # 326
381	Revenue and claims development trend data				X		See CGI response to F-GL requirement # 326
382	Statistical Section:				X		See CGI response to F-GL requirement # 326
383	General Governmental Expenditures by Function - Last 10 Fiscal Years				X		See CGI response to F-GL requirement # 326
384	General Governmental Revenues by Source - Last 10 Fiscal Years				X		See CGI response to F-GL requirement # 326
385	General Governmental Tax Revenues by Source - Last 10 Years				X		See CGI response to F-GL requirement # 326
386	Property Tax Levies and Collections - Last 10 Fiscal Years				X		See CGI response to F-GL requirement # 326
387	Assessed and Estimated Actual Value of Taxable Property - Last 10 Fiscal Years				X		See CGI response to F-GL requirement # 326
388	Property Tax Rates- Direct Overlapping Debt- Last 10 Fiscal Years				X		See CGI response to F-GL requirement # 326
389	Principal Taxpayers - Ten Largest Property Taxpayers				X		See CGI response to F-GL requirement # 326

General Ledger Requirements

		One Response Per Requirement (For Vendor Use Only)					
Line #		Y	N	G, C or M	3	F	Comments
390	Special Assessment Billings and Collections - Last 10 Fiscal Years				X		See CGI response to F-GL requirement # 326
391	Computation of the Legal Debt Margin				X		See CGI response to F-GL requirement # 326
392	Ratio of Net General Bonded Debt to Assessed Value and Net Bonded Debt per Capital - Last 10 Fiscal Years				X		See CGI response to F-GL requirement # 326
393	Ratio of Annual Debt Service for General Bonded Debt to Total General Governmental Expenditures - Last 10 Fiscal Years				X		See CGI response to F-GL requirement # 326
394	Computation of Overlapping Debt				X		See CGI response to F-GL requirement # 326
395	Revenue Bond Coverage for Airports, Harbor, Power, Water, and Wastewater Bonds- Last 10 Fiscal Years				X		See CGI response to F-GL requirement # 326
396	Demographic Statistics				X		See CGI response to F-GL requirement # 326
397	Property Value, Construction, and Bank Deposits - Last 10 Fiscal Years				X		See CGI response to F-GL requirement # 326
398	Miscellaneous Statistics				X		See CGI response to F-GL requirement # 326
399	Additional Sections of a CAFR:				X		See CGI response to F-GL requirement # 326
400	Investment section				X		See CGI response to F-GL requirement # 326
401	Actuarial section				X		See CGI response to F-GL requirement # 326
402	Single audit section				X		See CGI response to F-GL requirement # 326
403	The system shall produce an annual report of financial transactions for external audit purposes.	X					
404	The system shall produce a report of "due to" and "due from" transactions summarized by fund for financial statement notes.	X					
405	The system shall produce financial reporting of the funds and account groups in accordance with State and federal requirements.	X					
406	The system shall provide the ability to trace transaction accounts on-line to the department, fund, batch, function code (e.g., sewer, water), etc. from which they originated.	X					
407	The system shall produce archive (minimum of five years) of all financial transactions in a detail transaction file for financial reporting, including but not limited to:	X					
408	Transaction entry date	X					
409	Archive effective posting date	X					
410	Archive transaction type	X					
411	Archive transaction number	X					
412	Archive amount	X					
413	Archive account	X					
414	Archive description	X					
415	Archive originating employee	X					
416	Archive audit trail	X					
417	The system shall provide the ability to report historical financial data for a minimum of five years.	X					
418	The system shall provide the ability to report account balances.	X					
419	The system shall provide the ability to produce interim financial statements.	X					
420	The system shall provide a report of revenue and expenditure financial transactions by lowest organizational unit to be used for the U.S. Census Bureau.	X					
421	The system shall provide the ability to run specialty reports by department , revenue category, revenue source, activity, and facility (e.g., Golf- green fees vs. hot dog sales).	X					
422	The system shall provide project, fund, budget, salary, benefit, etc. totaling capabilities.	X					
423	The system shall provide the ability to generate consolidation reports for various projects, funds, budgets, etc. within the entire organization, a group of departments, or a separate department.	X					
424	The system shall support reporting by fund, department, division, organizational unit, object of expense or revenue, project, programs, and activity or by any user-defined data field and parameters. The system shall provide detail or summary reports for	X					
425	The system shall provide the ability to set user-defined budgetary control periods, including but not limited to, turning on and turning off periods for adjustments.	X					
426	The system shall produce the following reports on user request, including but not limited to the following:	X					
427	Chart of Accounts and Definitions by Fund, Key Org, or Accounts Range	X					
428	Balance Sheet	X					
429	Detail Expenditure/Expense Transaction List (including beginning balance and expenditures for each expense account for M-T-D and Y-T-D)	X					
430	GL transaction detail report including beginning balance, debit amount by date, date of credits and amount, relevant references, and ending balance as of a specified date	X					
431	Monthly GL which includes transaction summary	X					
432	The system shall provide full documentation, control reports and audit trails for the GL.	X					
433	The system shall have the ability to print detail GL transaction report of debits/ credits and ending balance.	X					
434	The system shall produce journal entry listing by specific parameters (e.g., date, organization unit, accounting period, account, sub system, etc.)	X					
435	The system shall provide the ability to make temporary journal entries to convert cash based funds to modified accrual basis to full without having to maintain three sets of files for the same fund.	X					
436	The system shall provide the ability to automatically generate accrual reversal transactions.	X					
437	The system shall provide the ability to run balancing reports to prove that all systems are in balance (i.e., assets = liabilities and equity) for all funds combined and for individual funds.	X					
438	The system shall provide edit reports for all batch entries including (but not limited to) journal entries, receipts, payroll, payables, checks and budget entries.	X					
439	The system shall provide reports of daily transactions entered.	X					
440	The system shall provide audit trail reports with the ability to drill down to the individual transactions or print activity totals by user-defined parameters, including but not limited to, entry date, invoice date, transaction type, department, etc.	X					
441	The system will print (on the same report) revenues and expenditures/expenses and excess or deficiency of revenues over (under) expenditures/expenses by fund, department, division, key organization, etc.	X					
442	The system will print comparative revenue and expenditure/expense statements using different periods (i.e., current year nine month period to entire prior year, or to same (or different) nine month period in the prior year).	X					
443	The system shall allow for user-defined reports including, but not limited to:	X					
444	The ability to produce reports that include columns that include individual funds, combining totals of the individual funds and combining totals of the individual funds for prior periods	X					
445	The ability to produce individual lines that equal individual accounts, combined accounts (contiguous or non-contiguous), etc.	X					
446	The ability to produce various subtotal and total lines throughout the reports, as needed	X					
447	The ability to easily alter the formatting of a canned system report (e.g., titles, fonts, etc.).	X					
448	The ability to format reports (e.g., headings, fonts, bolding, underlines, dollar signs, etc.)	X					
449	The ability to include headers, footers, pagination, graphs, pictures, etc.	X					
450	The ability to produce reports that can be edited in Word, Excel or in the report writer itself	X					
451	The ability to load the reports into City Web site, departmental intranet and email distribution.	X					
452	The ability to produce combining balance sheets, statements of revenue, expenditures and changes in fund balances for special revenue funds, debt service funds, capital projects funds, and Permanent Funds.	X					
453	The ability to produce combining balance sheets, statements of revenue, expenses and changes in fund balances, and statements of cash flows for enterprise funds, and internal service funds	X					
454	The ability to produce Combining Statement of Net Assets and Combining Statement of Changes in Net Assets for Fiduciary Funds.	X					
455	The ability to produce combined balance sheet and statement of revenues, expenditures and changes in fund balances for all governmental fund types and expendable trust funds, including separate columns for the general fund, special revenue funds (totals for all), expendable trust funds (totals for all), and combined totals (current fiscal year) and combined totals (prior fiscal year).	X					
456	The ability to produce combined statement of revenues, expenditures and changes in fund balances - budget and actual for all budgeted governmental fund types, including separate columns for the general fund, special revenue fund, special revenue funds (totals for all), debt service funds (totals for all), capital projects funds (totals for all).	X					
457	The ability to produce balance sheet, statement of revenues, expenses and changes in Fund Net Assets and Statement of Cash Flows for all proprietary fund types, including separate columns for the enterprise funds (totals for all), internal service funds (totals for all) and combined totals (current fiscal year) and combined totals (prior fiscal year).	X					
458	The ability to produce the government-wide financial statements such as the Statement of Net Assets and Statement of Activities.	X					
459	The ability to have an option to compare current year key organizations information to different prior year key organizations for financial reporting purposes (i.e., link)	X					
460	The ability to link specific accounts, totals of accounts, and other information on the general ledger to notes to financial statements				X		See CGI response to F-GL requirement # 326
461	The ability to link specific accounts, totals of accounts, and other information on the general ledger to statistical schedules included in the statistical section of the CAFR				X		See CGI response to F-GL requirement # 326

General Ledger Requirements

		One Response Per Requirement (For Vendor Use Only)					
Line #		Y	N	G, C or M	3	F	Comments
462	The ability to produce a table of contents from the reports produced by the report writer				X		See CGI response to F-GL requirement # 326
463	The ability to print combining balance sheets and statements of revenues, expenditures (expenses) and changes in fund balance (retained earnings) that show selected individual fund amounts and combined totals (current fiscal year) and combined totals.	X					
464	The system shall provide the ability to copy and modify existing financial statements already set up for easy copying and use with new funds and to automatically schedule these reports for email distribution, intranet posting, and downloading based on user-defined requirements and formats (PDF, text, MS-Word or MS-Excel).	X					
465	The system shall provide the ability to set up an unlimited number of customized report profiles that include all of the report, statements, and charts that the City runs for each fund, etc.	X					
466	The system shall provide the ability to choose collation sequences and quantities for standard reports, financial statements and transmittal letters.	X					
467	The system shall provide the ability to design financial statements and reports with an easy to use row and column matrix similar to Windows-based spreadsheet tools.	X					
468	The system shall provide the ability to select from a variety of printing options to customize documents for each of the funds and financial statements.	X					
469	The system shall provide the ability to produce comparative reports, including comparing a wide variety of current periods and prior periods.	X					
470	The system shall provide the ability to do multi-level comparative reporting, with the option to print each job, key organization, division, department, fund and other levels side-by-side on the same report.	X					
471	The system shall provide the ability to generate forecast reports based on historical data (e.g., salary projections, total cost of projects per department, overall budget information, etc.).	X					
472	The system shall provide the ability to format transmittal letters, cover sheets and tables of contents that can be copied and modified, from one fund to another fund and to add financial notes and comments.				X		See CGI response to F-GL requirement # 326
473	The system shall provide the ability to communicate financial information by illustrating trends and fluctuations through the use of graphs and other visual information.	X					
	End of General Ledger Requirements						

EXHIBIT E: CORE FINANCIAL SOFTWARE MODIFICATIONS

Exhibit E summarizes the software customizations to the AMS Advantage software that were identified by CGI during the RFP proposal process. During the Envision phase, the project team will confirm, replace, or eliminate these software customizations as part of the prototyping and Fit-Gap Analysis tasks. Any revisions to the list of software customizations and their associated levels of effort and cost will be mutually agreed upon by the City and CGI and documented via the Change Notice process.

The AMS Advantage Software Change Control Board (SCCB), comprised of members from the AMS Advantage user base, is responsible for reviewing and approving the software customizations developed for CGI clients for inclusion in the baseline AMS Advantage software. CGI will work with the City to forward select software customizations developed for the City to SCCB for baseline consideration.

Functional Category: Accounts Receivable

Reference Number	Business Requirement	Comments
Accounts Receivable		
AR-051	The system shall provide for bar coded invoices.	Description of Customization: Changing to barcode font. We currently put scanline on invoices. We believe changing to barcode is a minor modification including changing the scanline font. Concept Paper – Estimated Hours: 25 Design & Build – Estimated Hours: 123
Cash Receipting		
AR-067	The system shall provide the ability to support invoice scanning (invoices should have a bar code which can be scanned by the user to access the account information).	Description of Customization: same comment as above (AR-051) Estimated Hours: Included with AR-051
AR-078	The system shall provide the ability to utilize an electronic cash register or computer with cash drawer.	Description: One interface from computer with cash draw or electronic cash register (i.e., Point of Sale (POS) systems) in one standard format. Concept Paper – Estimated Hours: 16 Design & Build – Estimated Hours: 74
AR-084	The system shall provide Optical Character Reader (OCR) capability for payment processing.	Description of Customization: Interface. Provide an interface to a scanning process. Should note that LA either has scanning software or a third party tool would need to be provided. Concept Paper – Estimated Hours: 16 Design & Build – Estimated Hours: 74
AR-092	Amount detailed by cash, cashier's check, money order, credit card, debit card, electronic transfer or check	Description of Customization: Modify existing CVL to include all stated values. Concept Paper – Estimated Hours: 13 Design & Build – Estimated Hours: 60
AR-098	The system shall provide centralized cash receipt system for the collection of all payment media at central and remote locations across multiple business functions.	Description of Customization: Interface to record cash receipts from various receivables systems. Concept Paper – Estimated Hours: 16 Design & Build – Estimated Hours: 74
Interface Requirement		

Reference Number	Business Requirement	Comments
AR-161	The system shall provide the ability to interface with a bank's/vendor's (e.g., collection agencies') electronic record of lockbox collections.	Description of Customization: Interface to record collections from collection agencies. Concept Paper – Estimated Hours: 16 Design & Build – Estimated Hours: 74
AR-162	The system shall interface with multiple banks and provide ACH capabilities.	Description of Customization: Interface from banks Concept Paper – Estimated Hours: 16 Design & Build – Estimated Hours: 74

Functional Category: Cost and Grant Accounting

Reference Number	Business Requirement	Comments
Job Cost and Project Cost Accounting		
CGA-003	The system shall provide the ability to track and distribute overhead costs by multiple criteria, (e.g. cap rate table, and criteria as required by grantors and departments).	Description of Customization: Modify existing overhead process to support multiple criteria. Create new table to store "cap rates" and department/grant criteria. Concept Paper – Estimated Hours: 94 Design & Build – Estimated Hours: 454
CGA-012	Other costings requiring multiple unique combinations of overhead	Description of Customization: Estimated Hours: Included in CGA-003
CGA-013	The system shall provide the ability to use single or multiple levels of overhead across multiple years (10 minimum)	Description of Customization: Estimated Hours: Included in CGA-003
Project and Grant Accounting		
CGA-018	The system shall provide the ability to rollover/reprogram unused project dollars into other projects and track the dollars based on the original and rollover/reprogram projects over multiple years. A process will be provided to manually perform or manually bypass this rollover process.	Description of Customization: Modify existing Budget Rollover process to roll budgets across projects. Create new crosswalk table. Concept Paper – Estimated Hours: 146 Design & Build – Estimated Hours: 699
CGA-023	The system shall provide the ability to track user-defined project status such as proposed, pending, in progress, or complete.	Description of Customization: Modify existing Program pages (Major Program, Program, and Program Phase) to store status field. No edits will exist against this field. Concept Paper – Estimated Hours: 24 Design & Build – Estimated Hours: 113

Reference Number	Business Requirement	Comments
CGA-026	The system shall provide the ability to record transactions applicable to individual work order/projects/grants at all levels of the classification structure including, but not limited to, all FMIS/FMS fields and user-defined fields. Refer to Item # 111 for a list of standard City user-defined fields.	Description of Customization: Add necessary fields to the following 6 tables: Program, Major Program, Program/Phase, Task Order, Program Period Code, Funding line. It is assumed these fields are for reporting purposes only - there are no edits behind these fields. Concept Paper – Estimated Hours: 190 Design & Build – Estimated Hours: 915 Note: For requirements 27, 55, and 111-216, we are adding a lot of fields to setup screens. We've included one LOE line for that (modify 6 tables (LOE above)).
CGA-040	The system shall provide the ability to set budget controls for various categories (e.g., administrative overhead, matching funds, inspections, etc.) as a percentage or a flat amount.	Description of Customization: Modify 6 budget documents to calculate percentage lines before posting as flat amounts. This requires a change to the event type processor for budget documents. A new table is also needed to store the category percentages. Concept Paper – Estimated Hours: 562 Design & Build – Estimated Hours: 2,703
CGA-043	The system shall provide the option to automatically roll-forward into new budget year either unexpended or all previous budget appropriations, expenditures and progress payments throughout multiple years for the life of a project and maintain all history information under either option.	Description of Customization: Create two new budget structures. Concept Paper – Estimated Hours: 108 Design & Build – Estimated Hours: 517
CGA-044	The system shall provide the option of not rolling forward into the new budget year either unexpended or all previous budget appropriations, expenditures and progress payments throughout multiple years for the life of a project and maintain all history information under either option	Description of Customization: Create two new budget structures. Estimated Hours: included in CGA-043
CGA-054	The system shall provide the ability to track projects by, but not limited to, all FMIS/FMS fields and user-defined fields such as, but not limited to, those listed at the end of this Cost Accounting and Grants requirements document starting at item # 111.	Description of Customization: Add necessary fields to the following 6 tables: Program, Major Program, Program/Phase, Task Order, Program Period Code, Funding line. It is assumed these fields are for reporting purposes only - there are no edits behind these fields. Estimated Hours: Included in CGA-026
Other General Requirements		

Reference Number	Business Requirement	Comments
CGA-083	The system shall provide a requirement that all data collected for costing purposes be related to a Work Order, Task and Subtask	Description of Customization: Create new Required Elements page – enforcing use of specific Cost Accounting COA elements Concept Paper – Estimated Hours: 43 Design & Build – Estimated Hours: 207
CGA-084	The system shall provide the ability to associate costs for a City budgetary Program from a Work Order or, optionally from a Task if no program is specified by the Work Order; however, Program from Task cannot be different from a Program specified by Work Order.	Description of Customization: One combination validation table and one two inference tables for Cost Accounting COA elements. Concept Paper – Estimated Hours: 124 Design & Build – Estimated Hours: 596
CGA-155	User Defined Fields: Administrative Overhead Limitations	Description of Customization: Add necessary fields to the following 6 tables: Program, Major Program, Program/Phase, Task Order, Program Period Code, Funding line. It is assumed these fields are for reporting purposes only - there are no edits behind these fields. Estimated Hours: Included in CGA-026
CGA-161	User Defined Fields: City Council File # & Date	Description of Customization: Add necessary fields to the following 6 tables: Program, Major Program, Program/Phase, Task Order, Program Period Code, Funding line. It is assumed these fields are for reporting purposes only - there are no edits behind these fields. Estimated Hours: Included in CGA-026
CGA-162	User Defined Fields: Council District	Description of Customization: Add necessary fields to the following 6 tables: Program, Major Program, Program/Phase, Task Order, Program Period Code, Funding line. These fields will be lookup values for ease of data entry. It is assumed these fields are for reporting purposes only - there are no edits behind these fields. Estimated Hours: Included in CGA-026
CGA-163	User Defined Fields: Data Survey Request # & Description.	Description of Customization: Add necessary fields to the following 6 tables: Program, Major Program, Program/Phase, Task Order, Program Period Code, Funding line. It is assumed these fields are for reporting purposes only - there are no edits behind these fields. Estimated Hours: Included in CGA-026
CGA-166	User Defined Fields: Engineer Estimates	Description of Customization: Add necessary fields to the following 6 tables: Program, Major Program, Program/Phase, Task Order, Program Period Code, Funding line. It is assumed these fields are for reporting purposes only - there are no edits behind these fields. Estimated Hours: Included in CGA-026

Reference Number	Business Requirement	Comments
CGA-167	User Defined Fields: Facility	Description of Customization: Add necessary fields to the following 6 tables: Program, Major Program, Program/Phase, Task Order, Program Period Code, Funding line. It is assumed these fields are for reporting purposes only - there are no edits behind these fields. Estimated Hours: Included in CGA-026
CGA-168	User Defined Fields: Facility Name	Description of Customization: Add necessary fields to the following 6 tables: Program, Major Program, Program/Phase, Task Order, Program Period Code, Funding line. It is assumed these fields are for reporting purposes only - there are no edits behind these fields. Estimated Hours: Included in CGA-026
CGA-179	User Defined Fields: Neighborhood Council District	Description of Customization: Add necessary fields to the following 6 tables: Program, Major Program, Program/Phase, Task Order, Program Period Code, Funding line. These fields will be lookup values for ease of data entry. It is assumed these fields are for reporting purposes only - there are no edits behind these fields. Estimated Hours: Included in CGA-026
CGA-180	User Defined Fields: NSA (Neighborhood Service Area)	Description of Customization: Add necessary fields to the following 6 tables: Program, Major Program, Program/Phase, Task Order, Program Period Code, Funding line. These fields will be lookup values for ease of data entry. It is assumed these fields are for reporting purposes only - there are no edits behind these fields. Estimated Hours: Included in CGA-026
CGA-184	User Defined Fields: Percentage of Completion	Description of Customization: Add necessary fields to the following 6 tables: Program, Major Program, Program/Phase, Task Order, Program Period Code, Funding line. It is assumed these fields are for reporting purposes only - there are no edits behind these fields. Estimated Hours: Included in CGA-026
CGA-185	User Defined Fields: Project Manager Information	Description of Customization: Add necessary fields to the following 6 tables: Program, Major Program, Program/Phase, Task Order, Program Period Code, Funding line. These fields will be lookup values for ease of data entry. It is assumed these fields are for reporting purposes only - there are no edits behind these fields. Estimated Hours: Included in CGA-026

Reference Number	Business Requirement	Comments
CGA-186	User Defined Fields: Project 30-day goal Info	Description of Customization: Add necessary fields to the following 6 tables: Program, Major Program, Program/Phase, Task Order, Program Period Code, Funding line. It is assumed these fields are for reporting purposes only - there are no edits behind these fields. Estimated Hours: Included in CGA-026
CGA-187	User Defined Fields: Project Bid & Construction Info	Description of Customization: Add necessary fields to the following 6 tables: Program, Major Program, Program/Phase, Task Order, Program Period Code, Funding line. It is assumed these fields are for reporting purposes only - there are no edits behind these fields. Estimated Hours: Included in CGA-026
CGA-188	User Defined Fields: Project Building & Safety Info	Description of Customization: Add necessary fields to the following 6 tables: Program, Major Program, Program/Phase, Task Order, Program Period Code, Funding line. It is assumed these fields are for reporting purposes only - there are no edits behind these fields. Estimated Hours: Included in CGA-026
CGA-189	User Defined Fields: Project Designer Information	Description of Customization: Add necessary fields to the following 6 tables: Program, Major Program, Program/Phase, Task Order, Program Period Code, Funding line. It is assumed these fields are for reporting purposes only - there are no edits behind these fields. Estimated Hours: Included in CGA-026
CGA-190	User Defined Fields: Project Environ Assess Info	Description of Customization: Add necessary fields to the following 6 tables: Program, Major Program, Program/Phase, Task Order, Program Period Code, Funding line. It is assumed these fields are for reporting purposes only - there are no edits behind these fields. Estimated Hours: Included in CGA-026
CGA-191	User Defined Fields: Project Final Acceptance Date	Description of Customization: Add necessary fields to the following 6 tables: Program, Major Program, Program/Phase, Task Order, Program Period Code, Funding line. It is assumed these fields are for reporting purposes only - there are no edits behind these fields. Estimated Hours: Included in CGA-026
CGA-192	User Defined Fields: Project Manager	Description of Customization: Add necessary fields to the following 6 tables: Program, Major Program, Program/Phase, Task Order, Program Period Code, Funding line. These fields will be lookup values for ease of data entry. It is assumed these fields are for reporting purposes only - there are no edits behind these fields. Estimated Hours: Included in CGA-026

Functional Category: Accounts Payable

Reference Number	Business Requirement	Comments
Taxpayer Clearance		
AP-003	The system provide the ability to report on vendors who are either in or out of compliance with the tax ordinances	Description of Customization: Create a report on the compliance field Concept Paper – Estimated Hours: 31 Design & Build – Estimated Hours: 150
AP-004	The system shall provide the ability to default vendors into a non-compliance mode one year after the initial compliance date	Description of Customization: Batch job to evaluate and reset compliance field to non-compliance after one year's time. Concept Paper – Estimated Hours: 37 Design & Build – Estimated Hours: 179
General		
AP-058	The system shall provide the ability to make corrections to miscoded cost components and update all related information in other systems at the same time.	Description of Customization: Concept Paper – Estimated Hours: 16 Design & Build – Estimated Hours: 74
AP-063	The system shall provide the ability to generate amortization and payment schedules for bonds and leases.	Description of Customization: Addition of one table and one batch process. Concept Paper – Estimated Hours: 202 Design & Build – Estimated Hours: 971
Other		
AP-147	The system shall interface with LATAX to verify validity of BTRCs, compliance with City tax codes and other user defined tax requirements	Description of Customization: Concept Paper – Estimated Hours: 16 Design & Build – Estimated Hours: 74
AP-148	The system shall interface with Contract Compliance/Public Works systems to verify Affirmative Action, M/W/OBE information	Description of Customization: Concept Paper – Estimated Hours: 16 Design & Build – Estimated Hours: 74
AP-149	The system shall interface with CAO systems to verify EBO, Living Wage and other City ordinance contract information	Description of Customization: Concept Paper – Estimated Hours: 16 Design & Build – Estimated Hours: 74
AP-150	The system shall have the capability to interface with City Attorney systems to verify insurance compliance	Description of Customization: Concept Paper – Estimated Hours: 16 Design & Build – Estimated Hours: 74

EXHIBIT F: CORE FINANCIAL INTERFACES

Summary of Core Financial Interfaces

Outbound from AMS Advantage Financial	14
Inbound to AMS Advantage Financial	22
Undetermined/Future (inbound/outbound)	18
Total Interfaces	**54**

The table below provides the list of interfaces to be developed for the FMS Project. The first column provides a tieback to the RFP Interface Application Interface Table Line #. The next two columns (columns two and three) identify the current source and destination systems. The fourth column briefly describes the interface. The fifth column indicates whether the interface shown on the line is a current interface or a future interface. The sixth column indicates the end of the FMS Project when the interface will be implemented, if it is a future interface. The seventh column indicates whether the interface provides input to AMS Advantage Financial, or is an outbound interface from AMS Advantage Financial. The eighth and ninth columns identify the source and destination system of the resulting interface. The tenth and final column describes the anticipated modification to create the replacement and/or new interface.

The 18 interfaces in the Undetermined/Future (inbound/outbound) category are assumed to be batch interfaces, and will have the relevant data stored electronically in FMS or the external system(s) that is readily available to support the business requirements of the interface.

Interface Transition Table

RFP Interface Application Interface Table Line # (1)	Current Interface Source (2)	Current Interface Destination (3)	Description (4)	Status (5)	End of Project When Solution Is Implemented (6)	Input for FMS/ Output from FMS (7)	Resulting Interface Source (8)	Resulting Interface Destination (9)	Modification/ Comment (10)
1	Bond Redemption and Interest (BRI)	FMIS	Amount of principal and interest that has been paid out	Current	1	Input	BRI →	FMS/Advantage 3 Financial	Modified so that BRI interfaces to FMS/Advantage 3 Financial. Modification installed when the FMS Project goes live.
2	Budget Reporting and Analysis Support System (Brass) Appropriation Accounting	FMIS	Budget Starting Balances	Current	1	Input	Brass →	FMS/Advantage 3 Financial	Modified so that Brass interfaces to FMS/Advantage 3 Financial. Modification installed when the FMS Project goes live.
3			Actual Year End Totals	Future	1	Output	FMS/Advantage 3 Financial →	Budget Reporting and Analysis Support System (Brass)	New interface FMS/Advantage 3 Financial to Brass. New interfaced installed when the FMS Project goes live.

RFP Interface App-lication Interface Table Line # (1)	Current Interface Source (2)	Current Interface Destination (3)	Description (4)	Status (5)	End of Project When Solution Is Imple-mented (6)	Input for FMS/ Output from FMS (7)	Resulting Interface Source (8)	Resulting Interface Destination (9)	Modification/ Comment (10)
4	Building and Land Use System			Future					Nature and specifications will be determined once the Building and Land Use System goes live
5	Building and Safety Accounts Receivable System			Future		Input/Output			Recently identified. Specification not yet received. Could be an interface with FMS/Advantage 3 Financial Accounts Receivable starting when the FMS Project goes live. Inbound and outbound interfaces.
6			Monies collected for the various BIDS go into special accounts in FMS	Future	1	Input	Business Improvement District System (BIDS) →	FMS Advantage 3 Financial	New interface BIDS to FMS/Advantage 3 Financial. New interface installed when the FMS Project goes live.

RFP Interface App-lication Interface Table Line # (1)	Current Interface Source (2)	Current Interface Destination (3)	Description (4)	Status (5)	End of Project When Solution Is Imple-mented (6)	Input for FMS/ Output from FMS (7)	Resulting Interface Source (8)	Resulting Interface Destination (9)	Modification/ Comment (10)
6a			Monies are distributed out to various BIDS	Future	1	Output	FMS Advantage 3 Financial →	Business Improvement District System (BIDS)	New interface FMS/Advantage 3 Financial to BIDS. New interface installed when the FMS Project goes live.
7	Check Reconciliation System	FMIS	Paid, inactive, and voided warrants	Current	1	Input	Check Reconciliation System →	FMS/Advantage 3 Financial	Modified so that interface is to FMS/Advantage 3 Financial. Modification installed when the FMS Project goes live.
8	FMIS	Check Reconciliation System	List of Checks Issued	Current	1	Output	FMS/Advantage 3 Financial →	Check Reconciliation System	Modified so that interface is from FMS/Advantage 3 Financial. Modification installed when the FMS Project goes live.
9	FMIS	Check Scribe	File of Checks to be printed	Current	1	Output	FMS/Advantage 3 Financial →	Check Scribe	Modified so that interface is from FMS/Advantage 3 Financial to Check Scribe. Modification installed when the FMS Project goes live.

RFP Interface App-lication Interface Table Line # (1)	Current Interface Source (2)	Current Interface Destination (3)	Description (4)	Status (5)	End of Project When Solution Is Imple-mented (6)	Input for FMS/ Output from FMS (7)	Resulting Interface Source (8)	Resulting Interface Destination (9)	Modification/ Comment (10)
10	CLART	GFS/ARS	RE Transactions	Current	1	Input	CLART →	Advantage 3 Financial	Modified so that interface is from CLART to FMS/Advantage 3 Financial. Modification installed when the FMS Project goes live.
11	GFS/ARS	Columbia Ultimate Business System (CUBS)	Item of $1,000 or more	Current	1	Output	FMS/Advantage 3 Financial →	CUBS (Columbia Ultimate Business System)	Modified so that interfaces is FMS/Advantage 3 Financial to CUBS. Modification installed when the FMS Project goes live.
12	GFS/ARS	Columbia Ultimate Business System (CUBS)	Items that have been paid	Current	1	Output	FMS/Advantage 3 Financial →	CUBS	Modified so that interfaces is FMS/Advantage 3 Financial to CUBS. Modification installed when the FMS Project goes live.

RFP Interface App-lication Interface Table Line # (1)	Current Interface Source (2)	Current Interface Destination (3)	Description (4)	Status (5)	End of Project When Solution Is Imple-mented (6)	Input for FMS/ Output from FMS (7)	Resulting Interface Source (8)	Resulting Interface Destination (9)	Modification/ Comment (10)
13			Items that have been paid	Future	1	Input	CUBS →	FMS/Advantage 3 Financial	New interface CUBS to FMS/Advantage 3 Financial. New interface installed when the FMS Project goes live.
14	Equipment and Material Work Charge Documents	CCAS subsystem of GFS	Input sheets containing usage of materials, equipment and services	Current	1	Data entry of input sheets	Equipment and Material Work Charge Documents →	FMS/Advantage 3 Financial Cost Accounting	Entry of Charge Documents into CCAS will be modified so that entry of Charge Documents is into FMS/Advantage 3 Financial Cost Accounting. Modified installed when the FMS Project goes live
15	GFS/ARS	External Collection Agencies	Accounts Receivable items less than $1,000 referred to collection agencies	Current	1	Output file	FMS/Advantage 3 Financial Accounts Receivable →	External Collection Agencies	Modified so that output file for external collection agencies is created by FMS/Advantage 3 Financial Accounts Receivable. Modification installed when the FMS Project goes live.

RFP Interface App-lication Interface Table Line # (1)	Current Interface Source (2)	Current Interface Destination (3)	Description (4)	Status (5)	End of Project When Solution Is Imple-mented (6)	Input for FMS/ Output from FMS (7)	Resulting Interface Source (8)	Resulting Interface Destination (9)	Modification/ Comment (10)
16			Payment collection notification	Future	1	Input file	External Collection Agencies →	FMS/Advantage 3 Financial Accounts Receivable	New interface from External Collection Agencies to FMS/Advantage 3 Financial Accounts Receivable. New interface installed when the FMS Project goes live.
17	ARS	External Collection Agencies	Items that have been paid	Current	1	Output file	FMS/Advantage 3 Financial Accounts Receivable →	External Collection Agencies	Modified so that output file for external collection agencies is created by FMS/Advantage 3 Financial Accounts Receivable. Modification installed when the FMS Project goes live.
20	Harbor	FMIS	Payment vouchers	Current	1	Input file	Harbor →	FMS/Advantage 3 Financial	Modified so that interfaces is from Harbor to FMS/Advantage 3 Financial. Modification installed when the FMS Project goes live.

RFP Interface App-lication Interface Table Line # (1)	Current Interface Source (2)	Current Interface Destination (3)	Description (4)	Status (5)	End of Project When Solution Is Imple-mented (6)	Input for FMS/ Output from FMS (7)	Resulting Interface Source (8)	Resulting Interface Destination (9)	Modification/ Comment (10)
21	Housing	ARS	Updates to customer and third party tables	Current	1	Input file	Housing →	FMS Advantage 3 Finance	Modified so that interface is from Housing to FMS/Advantage 3 Financial. Modification installed when the FMS Project goes live.
22	LAPD Reserve Officers	FMIS	Payment vouchers	Current	1	Input file	LAPD Reserve Officers →	FMS/Advant age 3 Financial	Modified so that interface is from LA PD Reserve Officers to FMS/Advantage 3 Financial. Modification installed when the FMS Project goes live.
23	LATAX	FMIS	CRC documents	Current	1	Input file	LATAX →	FMS/Advant age 3 Financial	Modified so that interfaces is from LATAX to FMS/Advantage 3 Financial. Modification installed when the FMS Project goes live.

RFP Interface App-lication Interface Table Line # (1)	Current Interface Source (2)	Current Interface Destination (3)	Description (4)	Status (5)	End of Project When Solution Is Imple-mented (6)	Input for FMS/ Output from FMS (7)	Resulting Interface Source (8)	Resulting Interface Destination (9)	Modification/ Comment (10)
24	LATAX	FMIS	RF documents	Current	1	Input file	LATAX →	FMS/Advantage 3 Financial	Modified so that interface is from LATAX to FMS/Advantage 3 Financial. Modification installed when the FMS Project goes live.
25	FMIS	LATAX	Warrants	Current	1	Output file	FMS/Advantage 3 Financial →	LATAX	Modified so that interface file for LATAX is created by FMS/Advantage 3 Financial. Modification installed when the FMS Project goes live.
26			Payment Vouchers	Future	1	Input file	LIMS →	FMS/Advantage 3 Financial	New interface is from LIMS to FMS/Advantage 3 Financial. New interface installed when the FMS Project goes live.
29	MECA	FMIS	JV for Interest Allocation	Current	1	Input file	MECA →	FMS/Advantage 3 Financial	Modified so that interface from MECA is to FMS/Advantage 3 Financial. Modification installed when the FMS Project goes live.

RFP Interface App-lication Interface Table Line # (1)	Current Interface Source (2)	Current Interface Destination (3)	Description (4)	Status (5)	End of Project When Solution Is Imple-mented (6)	Input for FMS/ Output from FMS (7)	Resulting Interface Source (8)	Resulting Interface Destination (9)	Modification/ Comment (10)
30	Payroll System (PaySR)	FMIS	JV Current period payroll	Current	1	Input file	PaySR →	FMS/Advantage 3 Financial GL	Modified so that interface from PaySR is to FMS/Advantage 3 Financial. Modification installed when the FMS Project goes live.
31	Payroll System (PaySR)	CCAS	Costed labor	Current	1	Input file	PaySR →	FMS/Advantage 3 Financial Cost Accounting	Modified so that input file from PaySR is input to FMS/Advantage 3 Financial Cost Accounting. Modification installed when the FMS Project goes live.
32	Payroll System (PaySR)	FMIS	IV Prior period adjustments	Current	1	Input file	PaySR →	FMS/Advantage 3 Financial GL	Modified so that interface is from PaySR to FMS/Advantage 3 Financial GL. Modification installed when the FMS Project goes live.

RFP Interface App-lication Interface Table Line # (1)	Current Interface Source (2)	Current Interface Destination (3)	Description (4)	Status (5)	End of Project When Solution Is Imple-mented (6)	Input for FMS/ Output from FMS (7)	Resulting Interface Source (8)	Resulting Interface Destination (9)	Modification/ Comment (10)
33	FMIS	Payroll System (PaySR)	Chart of accounts tables, appropriation budget balance	Current	1	Output file	FMS/Advantage 3 Financial →	PaySR	Modified so that output file for PaySR is created by FMS/Advantage 3 Financial. Modification installed when the FMS Project goes live.
34	Payroll System (PaySR)	FMIS	PV Settlements and Judgments	Current	1	Input file	PaySR →	FMS/Advantage 3 Financial GL	Modified so that interface is from PaySR to FMS/Advantage 3 Financial. Modification installed when the FMS Project goes live.
35				Future		Input file	Positive Pay →	FMS/Advantage Financial	New interface from Positive Pay to FMS/Advantage 3 Financial. New interface installed when the FMS Project goes live.

RFP Interface App-lication Interface Table Line # (1)	Current Interface Source (2)	Current Interface Destination (3)	Description (4)	Status (5)	End of Project When Solution Is Imple-mented (6)	Input for FMS/ Output from FMS (7)	Resulting Interface Source (8)	Resulting Interface Destination (9)	Modification/ Comment (10)
36			Accounts Receivable invoices	Future	1	Input file	Septic Waste Billing System →	FMS/Advantage Financial Accounts Receivable	New interface from Septic Waste Billing System to FMS/Advantage 3 Financial. New interface installed when the FMS Project goes live.
38	ARS	Street Cutting and Resurfacing Service (SCARS)	Accounts Receivable invoices	Current	1	Output file	FMS/Advantage Financial Accounts Receivable →	Street Cutting and Resurfacing (SCARS)	Modify so that interface is from FMS/Advantage 3 Financial Accounts Receivable to Street Cutting and Resurfacing Service (SCARS). Modification installed when the FMS Project goes live.
39	GRS/ARS	Street Cutting and Resurfacing Service (SCARS)	Payments	Current	1	Output file	FMS/Advantage Financial Accounts Receivable →	Street Cutting and Resurfacing (SCARS)	Modified so that interface is from FMS/Advantage 3 Financial Accounts Receivable to Street Cutting and Resurfacing Service (SCARS). Modification installed when the FMS Project goes live.

RFP Interface App-lication Interface Table Line # (1)	Current Interface Source (2)	Current Interface Destination (3)	Description (4)	Status (5)	End of Project When Solution Is Imple-mented (6)	Input for FMS/ Output from FMS (7)	Resulting Interface Source (8)	Resulting Interface Destination (9)	Modification/ Comment (10)
40	Street Service Asphalt System	CCAS	Work Charge	Current	1	Input file	PaySR →	FMS/Advantage 3 Financial Cost Accounting	Modified so that interface is from Street Service Asphalt System to FMS/Advantage 3 Financial Cost Accounting. Modification installed when the FMS Project goes live.
41	Treasury Workstation System (TWS)	FMIS	CR	Current	1	Input file	Sungard →	FMS/Advantage 3 Financial	Modified so that input file from Sungard is input to FMS/Advantage 3 Financial. Modification installed when the FMS Project goes live.

RFP Interface App-lication Interface Table Line # (1)	Current Interface Source (2)	Current Interface Destination (3)	Description (4)	Status (5)	End of Project When Solution Is Imple-mented (6)	Input for FMS/ Output from FMS (7)	Resulting Interface Source (8)	Resulting Interface Destination (9)	Modification/ Comment (10)
42	FMIS	Supply Management System (SMS)	Errors and Rejects	Current	1	Output file	FMS/Advantage3 Financial →	Supply Management System (SMS)	Modified so that interface is from FMS/Advantage 3 Financial to Supply Management System (SMS). Modification installed when the FMS Project goes live. The current solution includes a batch interface that will be executed based on a predefined schedule.
43	SMS	FMIS	IV and SM documents	Current	1	Input file	SMS →	FMS/Advantage 3 Financial	Modified so that interface is from SMS to FMS/Advantage 3 Financial. Modification installed when the FMS Project goes live. The current solution includes a batch interface that will be executed based on a predefined schedule.

RFP Interface App-lication Interface Table Line # (1)	Current Interface Source (2)	Current Interface Destination (3)	Description (4)	Status (5)	End of Project When Solution Is Imple-mented (6)	Input for FMS/ Output from FMS (7)	Resulting Interface Source (8)	Resulting Interface Destination (9)	Modification/ Comment (10)
44	FMIS	SMS	Chart of accounts and appropriation budget balance	Current	1	Output file	FMS/Advantage 3 Financial →	SMS	Modified so that interface is from FMS/Advantage 3 Financial to SMS. Modification installed when the FMS Project goes live. The current solution includes a batch interface that will be executed based on a predefined schedule.
45	SMS	FMIS	Vendor table updates	Current	1	Input file	SMS →	FMS/Advantage 3 Financial	Modified so that interface is from SMS to FMS/Advantage 3 Financial. Modification installed when the FMS Project goes live. The current solution includes a batch interface that will be executed based on a predefined schedule.

RFP Interface App-lication Interface Table Line # (1)	Current Interface Source (2)	Current Interface Destination (3)	Description (4)	Status (5)	End of Project When Solution Is Imple-mented (6)	Input for FMS/ Output from FMS (7)	Resulting Interface Source (8)	Resulting Interface Destination (9)	Modification/ Comment (10)
46	Various DOT Systems	ARS	RE documents	Current	1	Input file	Various DOT Systems →	FMS/Advantage 3 Financial	Modified so that interface is from various DOT systems to FMS Advantage 3 Financial. Modification installed when the FMS Project goes live.
47	Performance Budgeting	FMIS	Budget Starting Balances	Current	1	Input	Performance Budgeting →	Financial	Permanent Interface Modified so Performance Budgeting interfaces to Financial.
48			Actual Year End Totals	Current	1	Output	Financial →	Performance Budgeting	Permanent Interface
49			Verification of Affirmative Action, MBE/WBE/OBE Information	Future	1	Input	Public Works → Affirmative Action & EEO Database	FMS	Modification for a future interface from Public Works System Affirmative Action & Equal Employment Opp Database - All Plans to FMIS. Modification installed when the FMS Project goes live.

RFP Interface App-lication Interface Table Line # (1)	Current Interface Source (2)	Current Interface Destination (3)	Description (4)	Status (5)	End of Project When Solution Is Imple-mented (6)	Input for FMS/ Output from FMS (7)	Resulting Interface Source (8)	Resulting Interface Destination (9)	Modification/ Comment (10)
50			Verification of Affirmative Action, MBE/WBE/OBE Information	Future	1	Input	Public Works → Equal Benefit Ordinance (EBO) Database	FMS	Modification for a future interface from Public Works System Equal Benefit Ordinance Database (EBO.mdb) to FMIS. Modification installed when the FMS Project goes live.
51			Verification of Affirmative Action, MBE/WBE/OBE Information	Future	1	Input	Public Works → Living Wage Ordinance (LWO) Database	FMS	Modification for a future interface from Public Works System Living Wage Ordinance Database – (LWO.mdb) to FMIS. Modification installed when the FMS Project goes live.
52			Verification of Affirmative Action, MBE/WBE/OBE Information	Future	1	Input	Public Works → OTS Database for MBE/WBE/ OBE	FMS	Modification for a future interface from Public Works System from Affirmative Action & Equal Employment Opp Database - All Plans to FMIS. Modification installed when the FMS Project goes live.

RFP Interface App-lication Interface Table Line # (1)	Current Interface Source (2)	Current Interface Destination (3)	Description (4)	Status (5)	End of Project When Solution Is Imple-mented (6)	Input for FMS/ Output from FMS (7)	Resulting Interface Source (8)	Resulting Interface Destination (9)	Modification/ Comment (10)
53			LATAX / BTRC	Future	1	Input	LATAX →	FMS	Modification for a future interface from Office of Finance LATAX System to FMIS. Modification installed when the FMS Project goes live.
54			Verify Insurance Compliance	Future	1	Input	CAO Risk Manageme nt Insurance & Bond Compliance System	FMS	Modification for a future interface from CAO to FMS. Modification installed when the FMS Project goes live.
55			Record cash received in the bank's/vendor's electronic record of lockbox collections to the cash receipts.	Future	1	Inbound	ACH →	FMS	Interface to record cash received in the bank's/vendor's electronic record of lockbox collections to the cash receipts. Modification installed when the FMS Project goes live.

RFP Interface App-lication Interface Table Line # (1)	Current Interface Source (2)	Current Interface Destination (3)	Description (4)	Status (5)	End of Project When Solution Is Imple-mented (6)	Input for FMS/ Output from FMS (7)	Resulting Interface Source (8)	Resulting Interface Destination (9)	Modification/ Comment (10)
56			Record cash received in the bank's/vendor's electronic record of lockbox collections to the cash receipts.	Future	1	Out-bound	FMS →	ACH	Interface to record cash received in the bank's/vendor's electronic record of lockbox collections to the cash receipts. Modification installed when the FMS Project goes live.
57			SymPro Interface	Future	1	Input	SymPro →	FMS	Future interface to SymPro System. Interface to be installed when the FMS Project goes live.
58			SymPro Interface	Future	1	Output	FMS →	SymPro	Future interface to SymPro System. Interface to be installed when the FMS Project goes live.

EXHIBIT G: CORE FINANCIAL CONVERSIONS

The City has a variety of legacy systems containing data to be brought into CGI's AMS Advantage Financial. The legacy data will fall into one of two categories: reference data or historical data. The volume of data brought over will determine if the data is converted or manually entered into AMS Advantage Financial. CGI will be responsible for converting all Accounts Receivable System (ARS) related data.

REFERENCE DATA

Data used for validation on transactions. The scope, e.g., number of fiscal years, of the reference tables to be converted will be determined during the Envision Phase of the project and will be limited to the applicable fiscal years required for the implementation of FMS. Reference data may consist of but is not limited to:

- Chart of Accounts
- Vendors
- Discounts – This area may depend on how the accounts payable functionality works without the procurement module
- Labor Charge Codes
- Customers

The scope and associated cost for converting the reference data not included in the list above will be jointly reviewed and agreed to by the City and CGI.

HISTORICAL DATA

Historical data may consist of but is not limited to:

- Balances for Encumbrances
- Balances for Receivables
- 1099 Data – The City currently has 1099 data captured by legacy systems. AMS Advantage Financial will be implemented at the start of a fiscal year. This means six (6) months worth of data will come from legacy systems and six (6) months worth of data will come from AMS Advantage Financial. Legacy data will need to be converted to AMS Advantage Financial for 1099 reporting.
- EDD Data – The current EDD process maintains a file of vendor information reported to the state. This file will need to be used by the AMS Advantage Financial EDD reporting process for July 2010 through December 2010 and may need conversion to accomplish this assuming that Advantage Financial will be implemented in production operations in July 2010.
- Projects – Open balances only with no associated ledgers
- Grants – Open balances only with no associated ledgers
- Contracts – Open balances only with no associated ledgers

The scope and associated cost for converting the historical data not included in the list above will be jointly reviewed and agreed to by the City and CGI.

TABLES CURRENTLY IDENTIFIED

The tables listed below were identified by the City for inclusion in the Data Conversion process. CGI has identified the tables that are not applicable for conversion from the City's legacy systems, ARS and FMIS, to AMS Advantage Financial as the new system supports a different technical architecture that does not require the conversion of those tables from the legacy systems. There may not be a one-to-one mapping of each of the tables, as such, CGI and the City will work to develop a conversion method and plan as outlined Exhibit A: Core Financial SOW for the other tables identified by the City. Preliminary archiving and data conversion volumes are listed. These are the volumes known by the City in January 2006; however, additional conversion may be required as the project progresses.

Accounts Receivable System (ARS)

Table/File Name	Table/File Description	Record Count	CGI Comments
ACAT	ACTIVITY-CAT-TABLE	528	
ACCT	ACCOUNT-TYPE-TABLE	31	Not Applicable
ACLS	ACTIVITY-CLASS-TABLE	156	
ACTV	ACTIVITY-TABLE	1992	
ADNT	AUTO-DOC-NUM-TABLE	124	Not Applicable
AGCY	AGENCY-TABLE	677	
AGRP	ACTIVITY-GROUP-TABLE	10	
APRD	ACCOUNTING-PRD-TABLE	143	Not Applicable
ATYP	ACTIVITY-TYPE-TABLE	66	
BACC	BS-ACCOUNT-TABLE	4181	
BANK	BANK-ACCOUNT-TABLE	11	
BASEERR	ERROR MESSAGES DATABASE	11192	Not Applicable
BASEES	ENTERPRISE SERVER TABLES DATABASE	58134	Not Applicable
BASEHELP	HELP MESSAGES DATABASE	54837	Not Applicable
BBAL	BS-ACCOUNT-BAL-TABLE	148	Not Applicable
BCAT	BS-CATEGORY-TABLE	66	
BCLS	BS-CLASS-TABLE	975	
BPCC	BILL-PROFILE-COLLECT	23	
BPRO	BILLING-PROFILE-TABL	124	

Table/File Name	Table/File Description	Record Count	CGI Comments
BRTE	BRTE-TABLE	266	
CCTL	COLLECTION-CONTROL-T	58	
CDOC	CUST-DOCUMENT-TABLE	812551	
CLDT	CALENDAR-DATE-TABLE	19362	Not applicable
COLLED	COLLECTION LEDGER DATABASE	80	Not Applicable
COLT	COLLECTION-LETTER-TA	32	
CSHLED	CASH LEDGER DATABASE	81	Not Applicable
CTXT	CUSTOMER-TEXT-TABLE	21	
CUSA	ALT-CUST-CODE-TABLE	34541	
CUSC	CUST-CREDIT-HISTORY	34546	
CUST	PROVIDER-TABLE	34541	
DATE	DATES-TABLE	7	Not Applicable
DCTL	DOC-CTL-TABLE	137048	
DRVR	DRIVER-CONTROL-TABLE	82	Not Applicable
DUNN	DUNNING-MESSAGE-TABL	23	
EMLD	EMLD-TABLE	90	
FAGY	FUND-AGENCY-TABLE	13060	
FSYR	FISC-YEAR-TABLE	11	
FTYP	FUND-TYPE-TABLE	14	
FUND	FUND-TABLE	12671	
GENLED	GENERAL LEDGER DATABASE	220	Not Applicable
GRPT	GEN-REPT-CAT-TABLE	361921	
INPT	INPT-TABLE	18	Not Applicable
JCLT	JCL-TABLE	196	Not Applicable
LDAT	APPLICATION-DATES-TA	17	Not Applicable
MSAT	MASTER-SERVICE-AGREE	3	
OBJT	OBJECT-TABLE	4129	
OCAT	OBJ-CATEGORY-TABLE	77	
OCLS	OBJECT-CLASS-TABLE	351	

Table/File Name	Table/File Description	Record Count	CGI Comments
OREC	OPEN-REC-BY-CUSTOMER	93180	Not Applicable; alternate view of OREH table
ORED	OPEN-REC-BY-DUE-DATE	93180	Not Applicable; alternate view of OREH table
OREH	OPEN-REC-HEADER-TABL	93180	
OREL	OREL-TABLE	183451	
ORGN	ORGANIZATION-TABLE	29188	
PDET	PAYMENT-DETAIL-TABLE	186792	Not Applicable
PNAM	CUSTOMER-NAME-TABLE	34541	
PPRE	PRINTED-IN-TABLE	84246	
PUNR	POTENTIAL-UNCOLL-REC	40292	
RCAT	REVENUE-CAT-TABLE	176	
RCLS	REVENUE-CLASS-TABLE	1008	
RETX	OPEN-RECEIVABLE-TEXT	333695	
REVB	REVENUE-BUDGET-TABLE	59963	
REVLED	REVENUE LEDGER DATABASE	192	Not Applicable
ROAR	ROAR-TABLE	8	
ROPT	REVENUE-OPTIONS-TABL	11	
RPTG	REPORTING-CAT-TABLE	9319	
RSRC	REVENUE-SOURCE-TABLE	11516	
SLOG	SEC-VIOLATIONS-LOG-T	1465	Not Applicable
SOBJ	SUB-OBJECT-TABLE	5057	
SOPT	SYS-CTL-OPT-TABLE	11	
SORG	SUB-ORG-TABLE	557	
SPEC	SYS-SPEC-ACCT-TABLE	11	
SPIS	SPECIAL-INST-TABLE	3473	
SREV	SUB-REV-SOURCE-TABLE	15444	
STHD	STATEMENT-HOLD-TABLE	1	
STMT	STATEMENT-TABLE	416050	
SUSF	SUSPENSE-FILE	797	Not Applicable
TCUP		34541	

Table/File Name	Table/File Description	Record Count	CGI Comments
TPAR	THIRD-PARTY-BILLING-	13888	
UNIT	UNIT-OF-MEAS-TABLE	6	
UTAB	USERID-TABLE	316	Not Applicable
VEND	VENDOR-TABLE	3	
VFED	VENDOR-FEDNUM-TABLE	3	Not Applicable; alternate view of existing table (VEND)
VZIP	VENDOR-ZIP-CODE-TABL	3	Not Applicable; alternate view of existing table (VEND)

Financial Management Information System (FMIS)

Table/File Name	Table/File Description	Record Count	CGI Comments
ACCT	ACCOUNT TYPE	33	Not Applicable
ADEF	ACCESS DEFINITION	116	Not Applicable
ADIS	AUTOMATED DISBURSEMENTS	1	Not Applicable
ADJS	PRIOR PERIOD ADJUSTMENTS INPUT	751473	
ADNT	AUTOMATIC DOCUMENT NUMBERING	740	Not Applicable
AENC	ENCUMBRANCE TABLE	3406595	
AHPV	CLOSE PV HEADER INQUIRY	340257	Not Applicable
ALLT	ALLOTMENT	708513	
ALPV	CLOSE PV LINE INQUIRY	557364	Not Applicable
AOBJ	APPROPRIATION OBJECT	655225	
APPR	APPROPRIATION ACCOUNT	112690	
APRD	ACCOUNTING PERIOD	250	
APRV	APPROVAL	509	Not Applicable
ARAT	EXTERNAL AGENCY RATE	1412	
AUTH	AUTHORITY	18305	Not Applicable
BACC	BALANCE SHEET ACCOUNT	6939	
BANK	BANK ACCOUNT	19	

Table/File Name	Table/File Description	Record Count	CGI Comments
BBAL	BALANCE SHEET ACCOUNT BALANCE	8161	Not Applicable
BCAT	BALANCE SHEET CATEGORY	114	
BCLS	BALANCE SHEET CLASS	1636	
BDAY	BEGINNING DAY	16	Not Applicable
BIDI	BID ITEM	73718	
BOOI	APPLICATION BOOT	16	Not Applicable
BOOT	APPLICATION BOOT	16	Not Applicable
CASE	CASE NUMBER	16164	Not Applicable
CHGO	CHANGE ORDER	141306	
CLDT	CALENDAR DATE	17749	Not Applicable
CLNA	COLUMN NAME	3273	Not Applicable
COLM	COLUMN	3304	Not Applicable
CONT	CONTRACT	19151	
CONV	CODE CONVERSION	20679	Not Applicable
COOR	COLUMN ORDER	3273	Not Applicable
DATE	DATES	39	Not Applicable
DEF2	DEPT FED AID DESCRIPTIVE INFO	655226	
DEFA	DEPARTMENT FEDERAL AID	112690	
DEPR	DEPARTMENT PROJECT	250	
DEPT	DEPARTMENT	1125096	
DISC	DISCOUNT TERMS	1412	
DLED	DEPT LE DEFAULT CODES	18305	
DMSS	DEPARTMENT MESSAGES	6939	Not Applicable
DRDV	DATA RELATIONAL DATA VALUE	19	
DRHC	DATA RELATIONAL HIERARCHY CODE	8161	
DRHI	DATA RELATIONAL REPORT	3	
DRIE	DATA RELATION INCLUDE/EXCLUDE	2	
DRSY	DATA RELATIONAL SYSTEM	1	

Table/File Name	Table/File Description	Record Count	CGI Comments
DWOT	DEPARTMENT WORK ORDER TASK	16037	
DWTS	DEPT WORK ORDER TASK SUBTASK	101	
EMEQ	EMPLOYEE EQUIPMENT	770	
EMPX	EMPLOYEE NAME/NUMBER XREF	89256	
EQAT	EQUIPMENT ACCOUNTING	4	
EQPT	EQUIPMENT	2800	
EQUS	EQUIPMENT USAGE DATA ENTRY	5611	
ESTM	ESTIMATE	3887	
ESTR	ESTIMATE TASK AND REPORTING CATEGORY	3887	
ESUM	EXPENSE BUDGET SUMM BY ACCT	264999	
ETAB	ERRORS	3146	Not Applicable
EXPB	EXPENSE BUDGET	264999	
FAST	FEDERAL AID STATUS	5	
FBLT	FEDERAL AID BUDGET LINE	19350	
FDE2	FILE DEFINITION — PART 2	37	Not Applicable; alternate view of FDEF table
FDEF	FILE DEFINITION	37	Not Applicable
FDEI	FILE DEFINITION — IMS SPECIFIC INFORMATION	37	Not Applicable; alternate view of FDEF table
FDEP	FUND/DEPARTMENT	18591	
FDEV	FILE DEFINITION — INFORMATION FOR VSAM	37	Not Applicable
FEAG	FEDERAL AGENCY	21	
FFYT	FEDERAL AID FISCAL YEAR	23512	
FOR2	FORMAT DEFINITION	319	Not Applicable; alternate view of FORM table
FORM	FORMAT DEFINITION	319	Not Applicable

Table/File Name	Table/File Description	Record Count	CGI Comments
FORT	FORMAT DEFINITION	319	Not Applicable; alternate view of FORM table
FREP	FUND REPORTING	1032	
FSYR	FISCAL YEAR	19	
FTYP	FUND TYPE	1813139	
FUND	FUND	18139	
GDTA	GRANT/DEPARTMENT/TASK ALLOWABILITY	275558	
GMSS	GENERAL MESSAGES	21	Not Applicable
GRNQ	GRANT COST BY WORK ORDER	1045	
GRPT	GENERAL REPORTING CATEGORY	62676267	
GVFA	GOVERNMENT WIDE FEDERAL AID	1	
GVP2	GOVT-WIDE PROJECT DESCRIPTION	127	
GVPR	GOVERNMENT WIDE PROJECT	127	
HELP	HELP	987	Not Applicable
INCO	INDEX COLUMN	700	Not Applicable; alternate view of INDC table
INDC	INDEX COLUMN	700	Not Applicable
INDX	INDEX	208	Not Applicable
LDIS	LABOR DISTRIBUTION	463321	
LEAF	LEAF DATA CARRY FORWARD DEF	63	
MDIS	MILEAGE/EXPENSE DISTRIBUTION	11695	
MILE	PAYROLL MILEAGE/EXPENSE INPUT	16187	
MIMS	MIMS	12512	
MIWO	MILEAGE/EXP WORK ORDER INPUT	18510	
MJFA	MAJOR FEDERAL AID INQUIRY	94	

Table/File Name	Table/File Description	Record Count	CGI Comments
MOUN	M O U NUMBER	1	
MRAT	MULTIPLE AGENCY RATE	256	
NCRT	NEXT CRT	14	Not Applicable
NEMP	NEW EMPLOYEE SET-UP INPUT	88809	
NODP	NEW/OLD DEPARTMENT CONVERSION	2657	
OBJT	OBJECT	7891	
OCAT	OBJECT CATEGORY	130	
OCLS	OBJECT CLASS	592	
OHPV	OPEN PAYMENT VOUCHER HEADER	381217	Not Applicable
OLG2	ONLINE GENERAL LEDGER	830509	Not Applicable; alternate view of OLGL table
OLGL	ON-LINE GENERAL LEDGER	830509	Not Applicable
OLPV	OPEN PAYMENT VOUCHER LINE	574687	Not Applicable
ONDP	OLD/NEW DEPARTMENT CONVERSION	2635	Not Applicable
OPCH	OPEN CHECK HEADER	483901	
OPCL	OPEN CHECK LINE	782530	
OPPH	OPEN PURCHASE ORDER HEADER	8948	
OPPL	OPEN PURCHASE ORDER LINE	17918	
OPRH	OPEN REQUISITION HEADER	74	
OPRL	OPEN REQUISITION LINE	87	
ORAT	OLD RATE	93721	
ORGN	ORGANIZATION	60131	
ORGT	ORGANIZATION TASK	5159	
OVHD	DEPARTMENT OVERHEAD RATE	1090	
OVHO	ORGANIZATION OVERHEAD RATE	7330	
PAPP	PREVIOUS APPROPRIATIONS	112690	

Table/File Name	Table/File Description	Record Count	CGI Comments
PCAT	PROGRAM CATEGORY	865	
PCLS	PROGRAM CLASS	3050	
PFYT	PROJECT FISCAL YEAR	20403	
PGRT	PROGRAM RATE	3584	
PMTB	PERFORMANCE MEASUREMENT	83042	
PRBL	PROJECT BUDGET LINE	4958	
PRNT	DEPARTMENT PRINTER-ID	54	Not Applicable
PROG	PROGRAM	8460	
PRST	PROJECT STATUS	2	
PTYP	PROGRAM TYPE	109	
PVTX	PAYMENT VOUCHER TEXT	715	
PYPD		916	
RCAT	REVENUE CATEGORY	293	
RCLS	REVENUE CLASS	1717	
REVB	REVENUE BUDGET	82271	
RPRS	REPORT SELECTION	15576	
RPTG	REPORTING CATEGORY	13070	
RSRC	REVENUE SOURCE	18361	
RSUM	REVENUE BUDGET SUMMARY INQUIRY	82271	
RVRT	SELECT-RANGES FOR CAPITAL	184	
SACT	SUB-ACTIVITY	10278	
SJ00	SETTLEMENT AND JUDGEMENT — FTB SACRAMENTO	3	
SJ01	SETTLEMENT AND JUDGEMENT — FTB OUTSIDE SACRAMENTO	3	
SJ02	SETTLEMENT AND JUDGEMENT — IRS FRESNO	28	
SJ03	SETTLEMENT AND JUDGEMENT — IRS OUTSIDE FRESNO	15	

Table/File Name	Table/File Description	Record Count	CGI Comments
SJ04	SETTLEMENT AND JUDGEMENT — CONTINUOUS WAGE ASS	130	
SJ05	SETTLEMENT AND JUDGEMENT — PENSION/ RETIREMENT	4	
SJ06	SETTLEMENT AND JUDGEMENT — VLNTRY CHILD SUPT 2	6267	
SJ07	SETTLEMENT AND JUDGEMENT — VLNTRY CHILD SUPT 2	28	
SJ08	SETTLEMENT AND JUDGEMENT — MARSHAL L.A.	2	
SJ09	SETTLEMENT AND JUDGEMENT — MARSHAL OUTSIDE L.A	11	
SJ10	SETTLEMENT AND JUDGEMENT — SHERIFF L.A.	2	
SJ11	SETTLEMENT AND JUDGEMENT — SHERIFF OUTSIDE L.A	18	
SJ12	SETTLEMENT AND JUDGEMENT — MISCELLANEOUS I	5	
SJ13	SETTLEMENT AND JUDGEMENT — MISCELLANEOUS II	5	
SJ14	SETTLEMENT AND JUDGEMENT — MISCELLANEOUS III	6	
SJ15		68	
SJ16	SETTLEMENT AND JUDGEMENT — MISCELLANEOUS V	364	
SJ17	SETTLEMENT AND JUDGEMENT — MISCELLANEOUS VI	318	
SJ18	SETTLEMENT AND JUDGEMENT — MISCELLANEOUS VII	328	

Table/File Name	Table/File Description	Record Count	CGI Comments
SJ19	SETTLEMENT AND JUDGEMENT — MISCELLANEOUS VIII	7	
SJCO	SETTLEMENT AND JUDGEMENT — CONTROL	20	
SOBJ	SUB-OBJECT	7900	
SOPT	SYSTEM CONTROL OPTIONS	19	
SRDV	SPECIAL REVENUE DEFINITION VALUE	2706	
SREV	SUB-REVENUE SOURCE TABLE	20978	
SRIE	SPECIAL REVENUE INCLUDE EXCLUDE	379	
SRRM	SPECIAL REVENUE REPORT MASTER	22607	
SRRT	SPECIAL REVENUE REPORT TITLE	14	
SRSR	SPECIAL REVENUE SPECIAL REPORT	377	
STAB	SECURITY	2149	Not Applicable
SUBT	SUB TASK	560379	
SUSD	SUSPENSE FILE BY DATE	1219	Not Applicable
SYSD	SYSTEM DATES	318	Not Applicable
SYSR	CWG SYSTEM DATES TABLE	119	Not Applicable
TABL	TABLE	200	Not Applicable
TASK	TASK	47157	
TBDI	TABLE-DIRECTORY	448	Not Applicable
TBDR	TABLE DIRECTORY	448	Not Applicable
TCAT	TRANSACTION CATEGORY	1	
TDE2	TABLE DEFINITIONS	274	Not Applicable; alternate view of TDEF table
TDEF	TABLE DEFINITIONS	274	Not Applicable
TDES	TABLE DESCRIPTION	267	Not Applicable
TIME	EMPLOYEE TIMESHEET INPUT	306278	
TRNS	TRANSMITTAL	688	

Table/File Name	Table/File Description	Record Count	CGI Comments
UDEP	UMBRELLA DEPT/DEPT CROSS VALID	437	
VARC	VARIATION CODE	112	
VENC	CONTRACT-VENDOR INQUIRY	38618	
VEND	VENDOR	113671	
VENH	VENDOR HISTORY INQUIRY	38618	
VEPO	VENDOR HISTORY INQUIRY	8948	
VIEW	LOGICAL VIEW DEFINITION	37	Not Applicable
VINV	VENDOR INVOICE	4732701	
VMOD	SCHEDULED/UNSCHEDULED PAYMENTS	381217	Not Applicable
VNAM	VENDOR BY NAME	113672	
WHER	WHERE	1	
WHOM	WHOM	20240	
WOAP	WORK ORDER APPROPRIATION	18805	
WOCX	WORK ORDER DEPT CROSS REF	240	
WONQ	WORK ORDER COST INQUIRY	11393	
WORK	WORK ORDER	364428	
WPGR	WORK-ORDER/PROJECT/GRANT	44013	
XBG2	EXTENDED BEGIN DAY PART 2	16	Not Applicable; alternate view of XBGN table
XBGN	EXTENDED BEGIN DAY	16	Not Applicable
XCTL	XTCL	18	Not Applicable

EXHIBIT H: CORE FINANCIAL REPORTS

Reports

The following table identifies a report that CGI will develop for the City in FMS Project: Core Financial to support the City's business requirement # AP-003.

Ref #	Business Requirement	
AP-003	The system shall provide the ability to report on vendors who are either in or out of compliance with tax ordinances.	Code: M Description of Customization: Create a report on the compliance field Performer of Work: CGI Complexity: Low Estimated Hours: 181

City Reports

During the implementation, CGI will work with the City to identify and prioritize the reporting needs. Exhibit D: Core Financial Business Requirements will be used as a guideline for the development of reports, as well as department input.

CGI will provide 10,000 hours, in addition to the hours for the above report, for report strategy development, analysis, design, development, and testing activities. CGI will categorize reports as to their level of complexity: high, medium and low.

CGI will be responsible for the design and development of a maximum of 90 reports of medium complexity for the FMS Project. These reports will include operational and functional reports to support the reporting requirements of the City. The City will be able to select and prioritize the development of reports. The City will be able to alter the mix of reports as to complexity. Altering the mix of the reports' complexity may cause the total number of reports to increase or decrease depending on the complexity of the reports selected for development.

EXHIBIT I: CORE FINANCIAL TECHNICAL ARCHITECTURE

BACKGROUND

The City is currently undertaking a replacement of their Financial Management System. Exhibit I: Core Financial Technical Architecture outlines the hardware resource requirements needed to support the Financial Management System. As stated in this Exhibit I, the recommendations in this Exhibit will be collaboratively reviewed, discussed, and fine-tuned by the City and CGI during the Envision phase and the findings published in the Technical Specifications Document deliverable developed during the Envision phase.

TECHNICAL ARCHITECTURE ASSUMPTIONS

CGI defines the following assumptions related to the Technical Architecture, in addition to other assumptions documented in Exhibit K: Core Financial Assumptions:

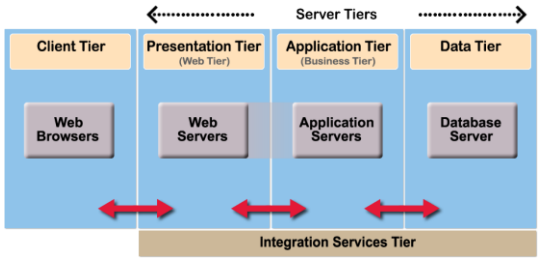
- There will be an approximate total of 2500 AMS Advantage software users. CGI assumes that there will typically be 250 concurrent users with allowances for peaks of 400 to 500 concurrent users. A concurrent user is an AMS Advantage software user that is signed on to the System and is actively performing work, which includes user interface navigation, think (review) time, data entry time, and submission of new requests (transactions).
- The City will process approximately 2.2 million medium to complex “documents” / FMS transactions per year (or 9,200 per day).
    - The City currently processes:
        - 185,000 AP invoices
        - 44,000 Purchase Orders
        - 36,000 Contracts
        - 970,000 Warrants
        - 13,000 AR invoices
        - 504,000 Cash and Expenditure Corrections
        - 213,000 Internal vouchers and
        - 226,000 Journal vouchers
- Document attachments will not be implemented, but stored in the City’s Documentum system
- High volume batch processing may necessitate limited or no online access by users during off peak hours
- The City will provide CGI with remote system access capabilities. The City and CGI will work together to establish procedures for remote access consistent with City security policies.

It is the City’s responsibility to ensure high availability for all hardware components in support of the FMS Project server environment, including but not limited to:

- High speed load balancing switches for connectivity to the web servers
- Appropriate security measures such as firewalls and intrusion detection
- Redundancy of components (i.e., dual or quad network interface cards (NIC), dual switches, redundant power supplies, uninterruptible power supplies, etc.)
- Dedicated high-speed switch capacity (e.g., VLAN) for connectivity between the application servers and the database servers; establishing a private access network for only FMS server network traffic; switch should be gigabit Ethernet or faster
- High speed, high availability storage area network (SAN) devices such as EMC Symmetrix storage systems or equivalent with high speed fiber channel connectivity
- Corresponding server support equipment
- Availability of production hardware per the project schedule to complete the activities for production implementation of the FMS Project
- High speed peripherals such as printers and tape backup systems

TARGET ARCHITECTURE TIERS

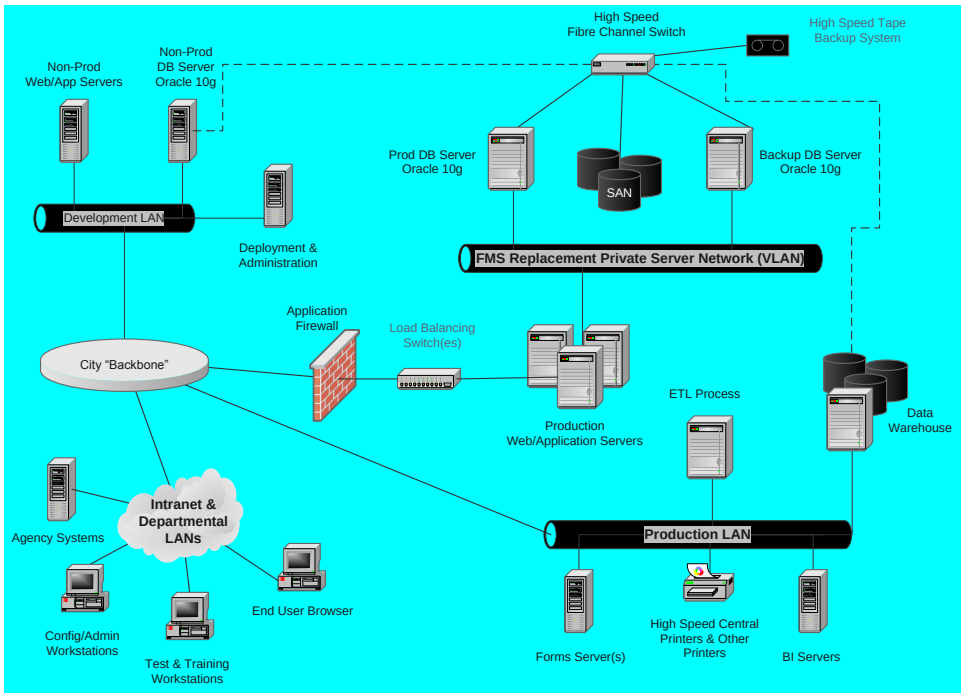
The FMS Project technical architecture consists of four major logical tiers: client tier, presentation tier, application tier, and data tier. There are other tiers, such as integration services that provide additional support services for interface processing that will not be discussed in detail here. This exhibit addresses the hardware required to support FMS Project's processing requirements.



The target platform for the FMS Project system is represented by IBM's System p servers with Power5 technology executing IBM's AIX 5L operating system for the web, application, and database servers.

Hardware technologies constantly evolve. While IBM has introduced the Power6 generation of servers, CGI still uses the Power5 generation of hardware when presenting estimated hardware requirements. As more models of the Power6 servers become available and once the Power6 servers have been adopted as the de facto AIX server, CGI may revise our hardware estimation process to use the Power6 servers as the baseline. Until such time as the Power6 servers are adopted as the de facto AIX server, the City still has the option to substitute Power6 hardware if it will provide a more strategic fit with the City's long term plans. AMS Advantage is implemented as a J2EE standard application. IBM's WebSphere Application Server (WAS) is the J2EE application server used in the AMS Advantage technical architecture. The database management system will be Oracle 10g (Enterprise and RAC).

The following diagram depicts a representative high-level architectural schematic of the FMS Project for illustration purposes only.



PROCESSING REQUIREMENTS

The capacity requirements identified in the table in the immediately following section entitled "Production" provide the recommended hardware requirements to meet the City's processing objectives. The hardware estimates provided in Exhibit I are based on the information available today. If the City has infrastructure standards or processing requirements not identified, the proposed hardware components will have to be revised appropriately. For instance, if the City has a requirement for total hardware duplicity, the hardware configuration presented here must be revised. The process to develop the final configuration will be a series of collaborative discussions between the City's technical resources and CGI's infrastructure architects to integrate City standards with the minimum capacity requirements provided in this exhibit. In addition, capacity requirements for disaster recovery support are not included in this discussion.

Production

AMS Advantage Core Financial – The following table provides a matrix of the hardware resources necessary for establishing a production environment.

	Server Environment	Type of Processor	# of Proc	Amount of Memory (GB)	Amount of Local Storage (GB)	Notes
1	Web/Application Server	IBM POWER5 1.9 GHz	8	32	72	AMS Financial Management (GL, AP, AR, Cost Accounting)
2	Backup Web/Application Server	IBM POWER5 1.9 GHz	8	32	72	AMS Financial Management (GL, AP, AR, Cost Accounting)
3	Database Server	IBM POWER5 1.9 GHz	5	28	72	AMS Advantage Financial Management AMS infoAdvantage
4	Backup Database Server	IBM POWER5 1.9 GHz	5	28	72	AMS Advantage Financial Management AMS infoAdvantage *Makes use of a Database Clustering tool such as Oracle RAC
5	Reporting Server and Backup ETL Server	Intel Xeon 3.2 GHz	4	8	72	AMS infoAdvantage and ETL processes
6	ETL Server and Backup Reporting Server	Intel Xeon 3.2 GHz	4	8	72	AMS infoAdvantage and ETL processes
7	3rd Party Server	Intel Xeon 3.2 GHz	2	6	72	3rd Party Applications: Forms Printing
8	3rd Party Server	Intel Xeon 3.2 GHz	2	6	72	3rd Party Applications: Conversion / Interface ETL processes
9	3rd Party Server	Intel Xeon 3.2 GHz	2	4	72	Windows 2000 – Configuration management and deployment

Web / Application Servers (#1 and 2) –The minimum number of processors for the web servers and the application servers is 8 processors and a minimum of 32GB of memory. To meet the City's online availability requirements of 99.9%, the Web / Application server configuration will be duplicated with an additional 8 processors and 32GB of memory. To meet the availability requirements the City must allocate this capacity across redundant physical servers in order to establish physical failover capabilities. In the event of the failure of an entire server, a second server will be capable of supporting the full workload, with no service degradation.

Database Servers (#3 and 4) – The database server requires 5 processors and 28GB of memory. For database failover support, the requirements are duplicated with an additional 5

processors and 28GB of memory. Database failover can be achieved through the implementation of IBM's HACMP and dynamic resource reallocation. Additionally, Oracle 10g RAC should be used for database failover support.

CGI will take the lead on the installation, configuration, admninistration, and tuning of Oracle 10g (Enterrpise and RAC) for the production environment and the test/delopment enviromnments specified in the SOW. The City will provide DBA resources to assist the CGI DBA on these tasks.

Third Party Servers – The City will need a Windows / Intel based technical environment running Windows Server 2003 to support other production services; third party applications for printing, interface and conversion processing and reporting.

- Reporting Server (#5) – The reporting server is a separate server used for business intelligence processing (e.g., reports) and will require 4 processors and 8GB of memory. The ETL Server (#6) will be used as a backup server (active / passive configuration) for the Reporting Server in order to satisfy availability requirements.
- ETL Server (#6) – The ETL server is a separate server used for transferring data from the production database to the infoAdvantage universes and will require 4 processors and 8GB of memory. The Reporting Server (#5) will be used as a backup server (active / passive configuration) for the ETL Server in order to satisfy availability requirements.
- Forms printing (#7) – requires 2 processors and 6GB of memory
- Conversion / Interface ETL services (#8) – requires 2 processors and 6GB of memory
- Configuration management and deployment (#9) – requires 2 processors and 4GB of memory (Windows 2000 Server)

At the City's discretion, certain services will leverage the IBM AIX platform, if the City feels that it represents a better fit within the City's technical environment. For example, our proposed conversion/ETL services solution uses the Pervasive Data Integrator (PDI) ETL product. PDI supports multiple platforms, including Windows and AIX. However, the non-Windows version of PDI represents a higher cost.

Non-production

The City will need non-production technical and application environments to support development, testing and ongoing maintenance activities.

Server Environment	Type of Processor	# of Proc	Amount of Memory (GB)	Amount of Local Storage (GB)	Notes
Non-Production Web/Application Server	IBM POWER5 1.9 GHz	5	24	72	AMS Financial Management (GL, AP, AR, Cost Accounting)
Non-Production Database Server	IBM POWER5 1.9 GHz	4	12	72	AMS Advantage Financial Management AMS infoAdvantage

Server Environment	Type of Processor	# of Proc	Amount of Memory (GB)	Amount of Local Storage (GB)	Notes
Non-Production Reporting Server	Intel Xeon 3.2 GHz	4	8	72	AMS infoAdvantage and ETL processes
Non-Production 3rd Party Servers	Intel Xeon 3.2 GHz	2	4	72	Third Party Applications use Printing and Conversion/Interface processes
Non-Production Development Workstations	Intel Pentium 4 3.2 GHz	1	4	80	AMS Advantage & Third Party applications. Should be Windows XP Professional Operating System
Upgrade Server	IBM POWER5 1.9 GHz	2	8	72	Upgrade Server for Future Releases

Formatted: Space After: 0.6 line

Formatted: Space After: 0.6 line

Formatted: Space After: 0.6 line

Formatted: Space After: 0.6 line

The non-production equipment can support 6-8 application environments, assuming that there will not be more than 25 concurrent users connected to each non-production application environment (with the exception of the Training and Learning environments).

The City will utilize VMWare to support non-production and production Intel platform environments. The City will provide technical support for these VMWare environments. The AMS Advantage suite is not certified for nor does CGI provide support for applications running in a VMWare environment; CGI will provide technical resources and support on a 'reasonable effort' basis only; the primary responsibility for supporting VMWare environments and applications will remain with the City.

The non-production environments identified are:

1. Development / Unit Test
2. System Test
3. Integrated System Test
4. User Acceptance Test
5. Conversion
6. Conversion Staging
7. Training (anticipate having 5 concurrent class sessions of no more than 25 attendees each)
8. Learning (assume no more than 50 concurrent users)

The City should give consideration to the creation of a Training / Learning LPAR for a separate web/application server, to enhance performance predictability during the training sessions. If integrated on the same LPAR with the other non-production environments, testing activities have the potential to interfere with the training sessions. The Training environment will be configured to support 5 concurrent training sessions, each with 25 users.

Each application developer or advanced IT system/application administrator will require a Windows XP Professional PC workstation with a minimum of a single Intel Pentium 3.0GHz processor or faster and 2GB of memory or more. This assumes that each developer will use the shared non-production database server for their development/unit test database.

DISK STORAGE

Local Disk Storage

Each physical server and logical partition (LPAR) must be configured with a minimum of 3 (three) 72GB of local SCSI disk storage in a RAID5 configuration to support the specified availability and processing requirements. Local storage supports the operating system (OS), system software, temporary file storage, and application software. The AMS Advantage application software will consume a much lower amount of disk storage than the 3x72GB RAID5 local storage requirement. However, the additional disk storage capacity will allow for establishing different application versions within the same LPAR.

Database Storage

The Core Financial database space requirements for the production and non-production environments are provided below and assume a RAID 5 implementation. The Base Storage Requirement figure assumes storage for 3 years worth of data in the production environment.

Database / Data Warehouse Requirements (includes Production and non-Production)	
	Storage Reqs (GB)
Base Storage Requirements (w/ document attachments)	14,500
Base Storage Requirements (w/o document attachments)	6,000

(Figures reflect usable space, not raw space.)

To support high volume processing against the operational database, the City must implement a high-end storage area network (SAN), such as an EMC Symmetrix DMX unit. The SAN must be connected to the servers with 2-4gigabit fiber channels or equivalent to support the AMS Advantage database storage. The City could consider a RAID1 (mirrored) configuration for the production database. If RAID5 is the City's preferred production database configuration, CGI recommends using at least RAID1 for the database logs to facilitate recovery if it becomes necessary. AMS Advantage is dependent on City furnished hardware and off the shelf software for backup and recovery services.

Based on the available information, the project will require approximately 14.5TB of usable (not 'raw') disk space for the Core Financial implementation if document attachments are included (6TB of space if document attachments are not used).

CGI assumes that minimal data will be used to support the non-production databases (less than 20GB for each non-production application environment and less than 5GB for each developer). However one production-sized test database is assumed with no attachments.

SYSTEM CAPACITY AND PERFORMANCE REQUIREMENTS

Objectives

The upgrade of FMS to an AMS Advantage® Financial Management Release 3 solution represents a shift in technologies towards a web-based architecture. A Web application introduces different expectations for online transaction response time. This section of Exhibit I: Core Financial Technical Architecture defines online transaction response time and batch processing targets that AMS Advantage® (FMS) must meet, in accordance with the stated assumptions. Since many external factors, beyond the scope of this agreement, can influence application response time and application availability, these external factors are excluded in the definition of application response time and availability measures. This exhibit describes performance expectations, assumptions, measurement of expectations and the process for remedies.

Application Performance Expectations

AMS Advantage® Financial Management Release 3 will meet the online transaction processing response time targets identified in this exhibit utilizing the technical configuration described herein. The transaction processing response time targets are defined as follows:

a. Medium and complex transactions ("documents"): ninety-nine percent (99%) of the online processed medium/complex documents will complete within an average and median of 3.75 seconds or less response time; to adjust for any potential skewing of peaks and valleys, the highest 1% and lowest 1% of the evaluated transactions will be excluded from the average and median response time calculations

b. Medium/complex ("document") transactions represent discrete accounting business transactions and are distinct entities within the FMS application and represent the major business transactions conducted by the City such as payment requests and budget transfers; Documents can range in complexity, depending upon the business transaction being conducted

c. Simple transactions ("non-documents"): ninety-nine percent (99%) of the processed simple online transactions will complete within an average and median of 1.25 seconds or less response time; to adjust for any potential skewing of peaks and valleys, the highest 1% and lowest 1% of the evaluated transactions will be excluded from the average and median response time calculations

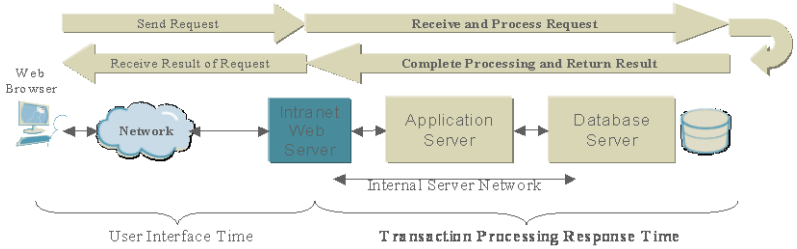
d. Simple, non-document transactions are processed more frequently than documents but contain less complex business rules; they are characterized by business events such as browsing budget information or looking up vendor/customer (payee) information

e. Document transactions processed during the batch window: Process a workload of 150,000 records in batch within a mutually agreeable time window.

f. Batch Window: City business requirements dictate FMS be available from 6am to 6pm Monday through Friday. Therefore, the normal daily batch processing cycle must complete within the 12-hour window; commencing after 6pm and concluding prior to 6am. The normal daily batch processing must include: document processing as

referred to in Paragraph e; ETL processing; database backup and refresh; and any other activities specific to or required by the AMS Advantage software.

g. System Utilization: The proposed hardware solution is designed to handle a typical City online transaction workload with an average CPU utilization of no more than 40% of the CPU capacity; on a consistent or sustained basis. Momentary spikes of high CPU utilization are acceptable. During peak online workloads, CPU utilization levels of a sustained 80% are acceptable for the application and database servers. During peak online workloads, CPU utilization levels of a sustained 70% are acceptable for the web servers



h. "Transaction Processing Response Time" will be used as the benchmark target for measuring online response time: it is measured as the interval from the time a user request is received by the web server to the time a response is sent back from the web server

i. "User Interface Time" will be excluded from the response time target: it is measured as the time spent outside of the FMS server environment which is the interval from the time a request is submitted from the end user workstation to when it is received by the web server and the interval from the time the response is sent from the web server back to the end user workstation.

Measurement Methodology

Six (6) months prior to production cutover, CGI will define and conduct a single online transaction processing response time benchmark test to determine whether the FMS meets response time targets outlined in this document. CGI will setup a benchmark environment using AMS Advantage® Financial Management application installed on the City's production servers. CGI will also define and conduct a single batch processing benchmark test to determine whether the FMS meets response time targets outlined in this document. This is based on the following assumptions:

a. The production technical architecture will be validated during the implementation analysis "Envision" phase of the project and must support the processing capacity requirement identified in this exhibit.

b. Appropriate City IT technical staff must be available to support the entire setup and test activity, including database administrators and system administrators.

Definition of Transaction Processing Response Time

Online transaction response time is the interval of time from when a user submits a transaction request to when the user receives the results to that request. Online transaction response time is made up of two components: (1) the time spent on the user interface and data/network communication and (2) the time to process the request.

User Interface Time is the time spent sending the request from the Web browser to the Web server and receiving the result of the request from the Web server back to the Web browser. User interface time includes any time spent on the user workstation and networks (e.g., network and communications equipment such as routers, firewalls, switches, transmission lines, and servers not installed within the FMS private server network). This is all time spent outside of the FMS server environment. User Interface Time will be excluded from the transaction response time measurement.

Transaction Processing Response Time is the time spent at the FMS server environment; from when a request is received by the intranet Web sever, processed by the application and database servers, and sending the result to the Intranet Web Server, ready to be sent back to the user. Transaction processing time includes any business rules processing, calculations, user interface preparation, communication between the web, application, and database servers (within the FMS private server network), and database activity. Transaction Processing Response Time will be the response time that will be exclusively used for the test measurement.

Online Test Environment Assumptions

The following online test environment assumptions will be assumed:

a. CGI will provide instrumentation to measure this online transaction processing response time; instrumentation software may be required to be installed on the City servers and CGI access may be necessary from outside of the City network environment

b. The City must provide appropriate technical staff to support the test effort including test preparation, test execution, and test finalization; technical staff may include system administrators and database administrators (DBA) that has authorized access to and maintain responsibility over the City's technical environment, including the FMS production technical environment that this test will be conducted in.

c. The Intranet web server is defined to be the web server used by internal users to the City and resides in the same internal server network as the FMS application and database servers and not in the DMZ for access by external users

d. CGI can direct the configuration of the production servers in any number of configurations that will provide an optimal performance environment

e. The internal server network is assumed to be a dedicated high-speed full duplex switched network (e.g., VLAN) using Fast Ethernet, or better, network switches that connect the production Intranet Web servers, application servers, and database server with each other

f. No other network traffic is permitted on the internal private server ("application backbone") network

g. All production servers will be available for the test

h. No other software will be running on any of the servers except for those software products (e.g., operating system) that are required to support AMS Advantage

i. The online response time benchmark test will last approximately two-and-a-half (2.5) hours in duration with approximately one half of an hour used for ramp up to target volume levels

Online Test Measurement Process

As part of the online response time test, CGI will define and use test scripts to simulate the following online transaction throughput volumes:

a. 8,500 simple ("non-document") transactions throughput per hour will be reached during the test period

b. 1,500 medium/complex ("document") transactions throughput per hour will be reached during the test period

c. Ramp up to 500 concurrent users during the test period; a concurrent user is an FMS application user that is signed on to the FMS system and is actively performing work, which may include user interface (UI) navigation, think (review) time, data entry time, and submission of new requests (transactions).

The online response time test will last approximately two-and-a-half (2.5) hours in duration with approximately one half of an hour used for ramp up to target volume levels defined in the immediately preceding paragraphs. The online response time test will be conducted under the conditions defined in Online Test Environment Assumptions paragraphs in this Exhibit I. Average and median transaction processing response time will be measured as defined in the paragraph titled Definition of Transaction Processing Response Time of this Exhibit I and compared against the response time targets defined in Application Performance Expectations.

The volumes defined above are estimations based on the annual transaction volume information provided by the City and on any additional assumptions outlined in this exhibit (e.g., City currently processes approximately 2,200,000 medium/complex transactions per year but 3,000,000 transactions per year are assumed for sizing and for this test; 18,000,000 simple transactions per year are assumed). Annual volumes are prorated to the hour assuming 240 business days per year and 9 hours per day (9 active out of a 12 hour business day) and then rounded up.

As part of the online transaction processing test, CGI will design a document transaction mix that will represent a cross section of common online documents in order to support a more real-world benchmark. The following four (4) transaction types will be used:

- Payment Requests
- Journal Vouchers
- General Accounting Expense/Expenditures
- General Accounting Encumbrances

CGI will prepare a benchmark test script that will include the above transaction (document) types as part of the measured throughput volumes defined above during the test duration. Each document will have approximately four (4) document lines. The test will consist of the

processing of these transactions, measuring the number of transactions processed during the test. In recognition that a subset of current FMS documents may have well over 4 document lines, the benchmark test already assumes a much greater number of transactions (3M annually) than what is currently processed by FMS today (2.2M annually). In adherence to best practices for an online, "self service" model and not a key data entry operation, large transactions are to be avoided and more frequent, smaller transactions is the norm.

Transactions can be grouped into two broad categories: documents and non-documents activity. Documents are distinct entities within the application and represent the major business transactions conducted by the City such as payment requests and budget transfers. Documents can range in complexity, depending upon the business transaction being conducted. Generally, documents represent the most complex of all online transactions.

Non-document activity is also referred to as simple transactions. Simple transactions are processed more frequently than documents. However, simple transactions contain less complex business rules. They are also characterized by business events such as browsing budget information.

For simple (non-document) transactions, CGI will define a benchmark test script that will have a transaction mix with fifteen (15%) of the simple transactions consisting of update requests (e.g., modify department information on the department table). The remaining eighty-five (85%) of the simple transactions will be for read-only requests (e.g., browse budget information).

Batch Processing Test Environment Assumptions

The following batch processing test environment assumptions will be assumed:

a. CGI will provide instrumentation to measure batch transaction processing times; instrumentation software may be required to be installed on the City servers and AMS access may be necessary from outside of the City network environment

b. The City must provide appropriate technical staff to support the test effort including test preparation, test execution, and test finalization; technical staff may include system administrators and database administrators (DBA) that has authorized access to and maintain responsibility over the City's technical environment, including the FMS production technical environment that this test will be conducted in

c. CGI can direct the configuration of the production servers in any number of configurations that will provide an optimal performance environment

d. The internal server network is assumed to be a dedicated high-speed full duplex switched network (e.g., VLAN) using Fast Ethernet, or better, network switches that connect the production Intranet Web servers, application servers, and database server with each other

e. No other network traffic is permitted on the internal private server ("application backbone") network

f. No online processing is to occur during the test; all production capacity is available for the test

g. No other software will be running on any of the servers except for those software products (e.g., operating system) that are required to support AMS Advantage®

h. The batch processing time benchmark test will last approximately four hours in duration but not necessarily contiguous; there may be interruptions for test administration activities

Batch Test Measurement Process

As part of the batch performance test, CGI will define and use test scripts to simulate a normal nightly batch cycle with the following batch processing volumes:

a. Batch processing of 150,000 records; transactions are ready for processing (i.e., interface transmission times such as file transfer is not included as part of the test)

The batch processing test will last approximately twelve hours in duration but not necessarily contiguously; there may be interruptions for test administration activities. The batch processing test will be conducted under the conditions defined in the Batch Processing Test Environment Assumptions paragraph of this Exhibit I. Actual cumulative processing time for all cycle batch jobs (excluding time for test administration and related activities) will be measured and compared against the processing time target defined in Application Performance Expectations paragraph of this Exhibit I.

EVALUATION OF TEST RESULTS AND MONITORING

At the end of the performance benchmark tests, CGI will document the results for review and approval by the City. If the target response times, as documented in this exhibit, are not achieved, CGI will propose a plan, within one (1) week of the City's review of the results, as to the process CGI will use to satisfy the target online response time requirements and the target batch processing window requirement. CGI will have up to three (3) months to identify and address the issues that are preventing the achievement of the response time targets. The resolution to the issues could include (but is not limited to):

a. Tuning changes to the environment settings,

b. Re-configuration of the environment,

c. Tuning adjustments to the CGI software,

d. Reasonable business process improvements.

If the resolution of the issues can not be reasonably addressed by the methods described above, the acquisition of additional hardware may be necessary and will be at the expense of CGI for any hardware that exceeds the total raw capacity requirements subject to the assumptions set forth in this Exhibit I.

Title to each such additional component of hardware and software shall be deemed automatically to transfer and assign from CGI to the City, upon installation of such hardware and software. CGI shall take reasonable additional steps and execute such additional documents and instruments requested by City to evidence, confirm or perfect such transfer, assignment and inclusion. Upon installation, each such additional software component shall be deemed to constitute a component of the System and each such additional hardware component shall be deemed to constitute a component of the System Hardware, for all purposes under this Agreement.

CGI will re-conduct the performance benchmark test after live operations to confirm compliance with the benchmark response time targets if the City has determined that there is a performance degradation issue and provides reasonable evidence. Any retest will result in a Change Notice and be at the City's expense unless the test results indicate a material degradation (e.g. a deviation of 25% or more from the targets specified in Application Performance Expectations). For the period commencing with Live Testing and continuing to Final Acceptance, if the City identifies and documents that the online transaction processing response times, as measured by the methodology described above and in accordance with assumptions listed in this exhibit, are not meeting the targets indicated in the Application Performance Expectations paragraph of this Exhibit I, the remedy procedure described in this section will be used with the following additions:

- CGI will be allowed up to 1 week's time to evaluate the City's test results and prepare an action plan for resolution, if such a plan is necessary due to confirmation of material performance degradation; CGI will make all reasonable attempts to expedite evaluation and assessment of the asserted performance issue
- During the presentation of the action plan, the City and CGI will discuss and mutually agree on specific timeframes for addressing the confirmed performance issues
- Since the City will be in production operation during this time, CGI will work in good faith with the City to expedite resolution of the performance issue
- To expedite resolution of the performance issue, the City will make available the test environment so that CGI can iteratively run and evaluate the tests results for detailed study

ADDITIONAL ASSUMPTIONS AND DEFINITIONS

Testing for conformity will be based on transactions with reasonable modifications applied for any City derived functionality. At the end of both the implementation analysis and the technical design phases of FMS upgrade project, for any City of Los Angeles modifications, CGI will identify as issues those modifications that were not part of the proposed CGI solutions for meeting the City's business requirements that may introduce increased response times. These issues are resolved through the issue resolution process that is established between the City and CGI as part of the Project Management activities. Performance issues may be resolved in a number of ways including changes to the requirements, changes to the functional design, business process improvements, and hardware acquisition by the City. At the discretion of the City, a modification may be deemed as necessary without changes (e.g., requirements), minimally used, etc. In this situation, the modified transaction will be excluded from the response time requirements. Modified transactions that use Third Party Software provided under the License Agreement are included in the online response time targets and are subject to this target transaction processing response time outlined in this exhibit. Exclusions from the application transaction processing response time measurements include network times, hardware outside of the AMS Advantage server configuration in this Exhibit I, related standard system software (e.g., operating system), and any other third party software.

CGI and the City will jointly agree upon any changes to the production environment that will be acquired, configured and available to perform the online response time and batch processing benchmark tests as an implementation analysis deliverable during the FMS upgrade project. The transaction processing response times are based on the production configuration and the processing capacity guidelines defined in this exhibit. Any changes to the assumptions set forth in this Exhibit I which will impact the processing requirements and/or prevent CGI from meeting

the transaction processing response time targets set forth in this Exhibit I must be mutually agreed to in writing.

EXHIBIT J: CORE FINANCIAL TRAINING VOLUMES

CGI will deliver Train-the-Trainer training to City designated trainers. The training will encompass functional material as well as training tips. CGI staff will also monitor City-delivered training sessions to assist City trainers with questions and issues that may come up in the classroom. The effectiveness of the training will be reflected in the evaluations from the students in the classes delivered by the City trainers.

Training Services

The table below specifies the training services provided by CGI. The hours specified include training plan development, training material creation, training preparation, Train-the-Trainer sessions, and training delivery support services.

The specific number of sessions to be completed to support training delivery will be finalized once the number of attendees, general course curriculum, and training delivery methods are defined in the Training Strategy. The Training Strategy is a component of the Implementation Analysis Document that will be completed during the Envision phase of the FMS project.

Training Service	Budgeted CGI Hours	Estimated Number of City Attendees
Training Plan	230	N/A
End User Training Materials	1,100	N/A
End User Training Support FMS Software/Utilities	2,640	2,500 – End Users
Technical Support Training	200	25 – Technical Support and Operations Staff
FMS Administration Training (Security & Workflow)	160	1 – Central FMS System Administration Team 25 to 50 – Department Security Liaisons
Train-the-Trainer Training	700	40 – City Trainers 60 – Department Subject Matter Experts or “Super Users”
Total CGI Hours	5,030	

EXHIBIT K: CORE FINANCIAL PROJECT ASSUMPTIONS

CGI has specified general project assumptions as well as assumptions associated with specific tasks, activities, roles and responsibilities. These additional assumptions are provided to assist the City in understanding the basis CGI used with regard to project scope, timing, resources, roles and responsibilities. They represent the underlying analysis used by CGI in the preparation of the project approach, project plan, and cost.

GENERAL AND PROJECT ADMINISTRATION ASSUMPTIONS

General Project Assumptions

The SOW and associated exhibits primarily outline CGI's tasks and obligations for the FMS project. The costs and timeline for delivering CGI services assumes the provision of sufficient City resources to complete the customer-related tasks in the detailed plan that will be jointly developed by the City and CGI during the Envision phase. The customer-related tasks include but are not limited to policies and procedures development, internal control plans, review and approval of project deliverables, etc. During the project, an inability to secure sufficient City staffing will affect the CGI cost estimates and/or duration of the project. A change order may be required to address any revisions to price and/or project timeline.

CGI will utilize its AMS Advantage implementation methodology to facilitate project planning, management, and project execution. Interfaces, software modifications or customizations, reports, Adobe forms, data conversion software, and any other software development are estimated with the intention of leveraging the AMS Advantage software, tools, and methodology.

Project Plan Assumptions

The target start date for the FMS project is September 1, 2008.

The FMS project is a joint effort between the City and CGI.

The City will provide a full time Project Manager with responsibility for ensuring the completion of the customer-related tasks on the detailed project plan by City personnel and for coordinating project tasks and activities within the City.

The City Project Manager will review available options and project issues in a timely manner (i.e., within ten (10) business days, or as mutually agreed to by the City and CGI Project Managers) in order to minimize delays to the project schedule. If resolution cannot be made within the ten (10) business days (or as mutually agreed to by the City and CGI Project Managers), the City Project Manager will verify that the issue is raised to the appropriate level (e.g., Executive Steering Committee).

The City will establish an Executive Steering Committee that will be responsible for resolving issues and providing overall guidance and direction to the project.

A City Project Executive will be appointed to the project to resolve issues affecting or involving other City organizations the project management team cannot resolve in a timely manner.

CGI will take the lead in the design, development, and testing of software modifications or customizations, system interfaces, data conversion software, and reports in accordance with the Implementation Analysis Document and detailed project plan.

City staff will participate in and support the design, development, and testing of software customizations, system interfaces, data conversion software, and reports in accordance with the Implementation Analysis Document and detailed project plan.

City staff will develop at least one interface, one conversion, and one complex report with CGI mentoring to facilitate knowledge transfer.

The City and CGI will develop go-live criteria and conduct readiness assessments for the FMS implementation.

The FMS Project will go live in July 2010 with AMS Advantage 3.7, or higher.

Staffing Assumptions

A dedicated City Project Manager and project team will be established to work on the AMS Advantage Financial implementation project to provide for timely completion of the City's project responsibilities.

The City will provide a Change Manager for Transition Management activities.

The City will include participants from each of the City's organizations with a stake in the success of the overall engagement. The participants should be at a senior organizational level such that their perspective represents the overall business objectives of the organization and their authority is sufficient for them to make resource and financial commitments necessary to gain engagement success.

The City will provide additional resources to support the core project team and complete City tasks. These resources may include, but are not limited to, project sponsors and executives (Executive Steering Committee), technical experts, trainers, end users, managers, IT staff, and the operations staff maintaining 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 plan.

The City Project Manager will assign qualified functional and technical experts of the current systems being replaced to work with CGI in designing the interfaces, conversions, and application software, setting up the databases, and resolving system implementation issues.

CGI will coordinate its project activities through the City Project Manager in regards to project-related AMS Advantage Financial items such as issues, contract amendments, invoicing, status reports, etc.

Facilities and Access

The City will establish a suitable work environment for CGI staff. This work environment usually includes accommodations and workspace for CGI personnel who will work onsite, telephone lines to CGI offices, Internet and computer systems connectivity, and

any hardware and/or software resources required for the project. CGI personnel will provide their own laptops with Internet connectivity capability. The City will provide onsite lockable storage for storing CGI confidential information. CGI will comply with all City policies and procedures regarding connecting laptops to the City's network.

The City will secure and establish an adequate number of PC workstations to support usage by the City project team. In addition, the CGI project team will require a furnished working space environment somewhere onsite at the City (preferably close in proximity to the City Project Manager and the City's core project team) for the duration of the FMS project.

The City will provide normal office supplies for the project team. Normal office supplies include desks, phones with local calling access, pens, pencils, paper, adequate filing space, and access to conference rooms for project-related meetings.

CGI will have access to the City's information system resources and designated work areas 24 hours per day, seven days per week for the duration of the project to support required operation, maintenance, and production activities.

As quickly as procedures permit, the City will provide CGI staff access to existing systems, user IDs, passwords, etc. This includes operating systems, mainframe, databases, LANs, City's Intranet, and other systems, as necessary.

To maximize responsiveness for user support during development, testing, and post-implementation phases, CGI will assist City staff when changes to production systems are required. For non-production systems, CGI will be provided with root access to all systems with logins that grant permissions necessary for performing their assigned tasks. CGI agrees such access should be restricted to selected individuals for any component in production use. CGI also agrees to abide by all relevant security regulations concerning access to and confidentiality of data.

The City's full time project members will have access to the City's current system(s), policies, and procedures. The lack of access to such resources may adversely affect project schedule and costs.

The City will provide CGI remote access and will jointly work to develop access rights consistent with City Security policies and procedures.

Deliverables & Standards Assumptions

For each deliverable in written format, CGI will provide the City with one (1) hard copy of the deliverable, one (1) copy in PDF file format, if applicable, and one (1) soft copy of the deliverable in source file format (e.g., Microsoft Word).

Review by the City of project document deliverables will be performed in the timeframes specified in the detailed project plan. Typically, document review, revision, and approval will normally be scheduled for a fifteen (15) business day duration. The City and CGI project team can mutually agree to shorten or extend the review time should it be required. Any such request should be in writing and agreed to by the City Project Manager and the CGI Project Manager.

The review and approval of change requests and the resolution of issues will be performed using mutually agreed processes. These processes will incorporate timeframes based on priority and severity of impact so as not to adversely affect project schedule or cost.

The City and CGI will mutually agree upon a set of project standards prescribing the adopted processes, responsibilities, and timeframes for key project activities, including,

but not limited to: deliverables review and acceptance, issue management, risk management, software construction standards, work product reviews, change order management, and quality management. These standards will be documented in the Project Control Document (PCD).

CGI will provide a deliverable transmittal / notification letter with each project deliverable, including services-only deliverables.

Hardware and Software Assumptions

The City will be implementing AMS Advantage Financial software on a supported CGI technical architecture (i.e. AIX/Oracle, Microsoft SQL Server, or Sun/Oracle).

It is assumed CGI and the City will maintain AMS Advantage Financial at a current release level during the project phases according to the recommendation of the CGI Project Manager, and the modules of AMS Advantage software will be maintained at similar and supported release levels relative to one another.

CGI will implement the required AMS Advantage Financial Management software upgrades to support the FMS project go-live in July 2010 at no additional cost.

The City will procure and establish all necessary technical infrastructure within the timeframes outlined in the detailed project plan.

ASSUMPTIONS - PROJECT PHASE

Envision Phase Assumptions

The City is responsible for identifying, confirming and communicating the business, security, and workflow rules to CGI to allow for accurate and complete implementation and functional fit analysis. Not effectively doing this will affect the accuracy of the system prototype and could delay project schedules.

The City, with assistance from CGI, will develop business scenarios reflecting business processes. CGI will map the business scenarios to Exhibit D: Core Financial Business Requirements to generate the Requirements Traceability Matrix (RTM) as part of the prototyping process. Any deviation from these requirements or delivery of the scenarios may require new estimates for level of effort and a change order to cover any additional hours required.

The AMS Advantage Financial product training will be limited to the City staff assigned to work on the FMS project.

CGI will host an AMS Advantage Financial environment for prototyping and Envision phase activities. The hosted environment will be accessed via the Internet using secure access to the prototyping environment located in CGI facilities.

City technical staff will work with CGI to establish secure access and connectivity to the hosted AMS Advantage Financial within the City's Intranet.

The hosted AMS Advantage Financial environment will support a maximum of 25 concurrent users for AMS Advantage Financial product training and prototype activities.

Build Phase Assumptions

- CGI will install the AMS Advantage Financial and associated 3rd Party software suite on the City-installed hardware procured to support the environments specified in the SOW and associated exhibits.
- The City and CGI staff will use the third-party tools integrated with CGI's proposed solution (e.g., AMS Advantage Design Studio, Pervasive Data Integrator) in lieu of other methods of software development in order to leverage the efficiencies inherent in the standard AMS Advantage Financial software and AMS infoAdvantage software.
- The City will assign adequate numbers of functional and technical resources knowledgeable in the City's systems to facilitate, test, reconcile, and verify the conversion and interface processes.
- The City is responsible for building a data warehouse to support its requirements for reporting against and accessing historical data. The conversion of detailed historical data into the production FMS database is not included in the FMS project nor recommended by CGI.
- The City will be primarily responsible for planning and executing the User Acceptance Test. CGI will help resolve issues and answer City staff's questions during the test.
- The City will be responsible for loading and maintaining the security, workflow and approval tables in AMS Advantage Financial. CGI will provide support to City staff as defined in the Security and Workflow Strategy within the Implementation Analysis Document and outlined in the detailed project plan.
- The City will be responsible for developing the internal control plans and updating the policies and procedures for the FMS Project.
- A maximum of 1,000 concurrent users will be included in performance testing FMS. If the City requires CGI to conduct performance tests for the FMS systems in excess of 1,000 concurrent users, the City and CGI will execute a Change Order to cover the additional 3rd Party performance software licenses required to conduct the tests.

Achieve Phase Assumptions

- The City will verify and certify the results of mock conversion prior to the final data conversion.
- The City will utilize Control-M for the automated job controller.
- The City is responsible for providing key resources to be actively involved in the preparation, approval, and execution of the production cutover plan.
- CGI will provide additional post-implementation services to provide support for the first monthly / period closing following the go-live, the first production 1099 processing, the first annual close, and CAFR reports development as defined in Exhibit A: Core Financial Statement of Work.

ASSUMPTIONS – KEY PROJECT TASK AREAS

Training Assumptions

The City will provide staff knowledgeable with the City's financial policies and procedures during the Train-the-Trainer sessions and the End-User Training sessions.

City trainers will lead the End-User Training.

The City is responsible for training on the City's Policies and Procedures.

The City will be responsible for enrolling and scheduling end users for training.

The City will provide the necessary facilities for hands-on training, including, but not limited to, training rooms, computers, projectors, etc. at the City's expense.

CGI support hours presented in Exhibit J: Core Financial Training Volumes is based on a class size of 25 attendees for the instructor-led sessions.

Product Training will be provided twice in two (2) separate sessions per functional area to accommodate additional staff that may join the project past the date of the first product training. CGI will work with the City to schedule the appropriate time and staff that will attend.

CGI will conduct Train-the-Trainer training for prospective City trainers and the City's project team.

City's project team will assist the City's trainers in conducting the end-user training in accordance with the approach described in the Training Plan.

CGI staff hours estimated for training (as presented in Exhibit J: Core Financial Training Volumes) are based on a Train-the-Trainer approach and assume that significant end user training will be performed by the City.

City will establish adequate training spaces for all training sessions at the City's expense.

Data Conversion Assumptions

The City, with assistance from CGI, will be responsible for data cleansing activities prior to converting the data from the current system to AMS Advantage Financial.

The level of effort and cost for data conversion is based on the production cutover to the new AMS Advantage Financial system at the beginning of the new fiscal year on July 1, 2010. In the event the production cutover does not occur at the beginning of the fiscal year, additional data conversion software will be required to re-process or convert the new fiscal year transactions in the City's new system. CGI will work with the City to determine the additional level of effort and cost for a mid-year conversion.

CGI will be responsible for developing the Conversion Plan, and the design and execution of the automated conversion programs and tools. Select open items table account balances such as accounts receivables will be converted as mutually agreed upon and documented in the Conversion Plan.

Revenue and expenditure data will not be converted for single year budgets. However, revenue and expenditure data associated with any active multi-year, or continuing, budgets for fiscal year 2010, or prior, will be converted at a summary level to enable the

City to have inception-to-date budget balances. The specific requirements for multi-year budget conversion will be documented in the Conversion Plan.

The success and level of accuracy of data conversion will depend upon the City's data cleansing effort and CGI's ability to format the data to be converted into the proper formats for loading into the AMS Advantage Financial application.

Reports Assumptions

During the Envision phase, the City and CGI will review the City's reporting requirements as defined in Exhibit H: Core Financial Reports and determine the reports and Adobe forms that will be developed by CGI during the FMS project.

The City will provide staff to design, develop and test reports that are outside the scope of effort to be provided by CGI as defined during the Envision phase.

A revised level of effort for a report's design, development and testing will be determined if a design approved by the City requires additional changes. The required change will be completed as an enhancement to the original design.

The City will provide knowledgeable staff for reviewing and approving the reports requirements and designs developed by CGI.

The baseline AMS infoAdvantage software will be used to support the City's reporting requirements for FMS as defined in Exhibit H: Core Financial Reports.

The City will leverage the baseline functionality of the AMS Advantage Financial and the AMS infoAdvantage systems in lieu of re-creating the legacy system reports (i.e., all of the legacy system reports will not be re-created to support FMS.

Interface Assumptions

The City will provide staff knowledgeable in the current systems not replaced as identified in the City's RFP. The City's staff will assist CGI in defining the interfaces to these systems. The City will make changes to these systems necessary for the performance of the new interfaces to AMS Advantage Financial.

Data to be imported will be provided in the form defined in the Interface Strategy to AMS Advantage Financial data (transaction or table). AMS Advantage Financial will provide exported data in the form defined in the Interface Strategy.

CGI's proposed approach, plan, and estimates are based on the assumption interfaces can be supported using the AMS Advantage integrated toolset. The approach to interface development is to configure the integrated AMS Advantage ETL tool to meet the specifications in the interface designs.

The basic and dynamic interfaces required by the City, as identified in Exhibit F: Core Financial Interfaces, will be developed and maintained using the AMS Advantage integrated ETL tool (i.e., Pervasive Data Integrator). Other additional tools will not be necessary for meeting the City's interface requirements.

The City will provide production files for the final testing of the system interfaces.

Content Document Management - Documentum

The scope of the Documentum-related project tasks will be limited to the functionality required by the City to support the FMS project.

CGI has budgeted 2,500 services hours as Deliverable 61 – Advantage-Documentum Implementation Support. The scope, allocation of hours, and detailed tasks to define how these hours will be used during the FMS project will be specified in the Documentum Implementation Strategy for FMS.

The Documentum Implementation Strategy is intended to define the roles and responsibilities for the City and CGI teams. The allocation of CGI hours will be based on the assumption that the City will allocate sufficient resources to support the customer-related tasks defined in the strategy document.

CAFR Reporting

The scope of the CAFR reporting-related CGI services is limited to the support that can be provided using the FMS application and related AMS Advantage tools, such as AMS infoAdvantage.

CGI has budgeted 800 services hours as Deliverable 127 – CAFR Reports Development and Implementation Support. The scope, allocation of hours, and detailed tasks to define how these hours will be used will be determined during the post-implementation phase of the FMS project.

Exhibit L - Core Financial Pricing Schedule

Milestone	Payment Deliverable	Due Date	Deliverable Amount	Holdback 15%	Invoice Amount
1.0	Project Management Status Reports (September 2008 - December 2010; 28 Months @ $63,000 per Month)	5th working day of each month			
1.1	Project Management Status Report - September 2008	09/05/08	$63,000.00	$9,450.00	$53,550.00
1.2	Project Management Status Report - October 2008	10/07/08	$63,000.00	$9,450.00	$53,550.00
1.3	Project Management Status Report - November 2008	11/07/08	$63,000.00	$9,450.00	$53,550.00
1.4	Project Management Status Report - December 2008	12/05/08	$63,000.00	$9,450.00	$53,550.00
1.5	Project Management Status Report - January 2009	01/07/09	$63,000.00	$9,450.00	$53,550.00
1.6	Project Management Status Report - February 2009	02/06/09	$63,000.00	$9,450.00	$53,550.00
1.7	Project Management Status Report - March 2009	03/06/09	$63,000.00	$9,450.00	$53,550.00
1.8	Project Management Status Report - April 2009	04/07/09	$63,000.00	$9,450.00	$53,550.00
1.9	Project Management Status Report - May 2009	05/07/09	$63,000.00	$9,450.00	$53,550.00
1.10	Project Management Status Report - June 2009	06/05/09	$63,000.00	$9,450.00	$53,550.00
1.11	Project Management Status Report - July 2009	07/07/09	$63,000.00	$9,450.00	$53,550.00
1.12	Project Management Status Report - August 2009	08/07/09	$63,000.00	$9,450.00	$53,550.00
1.13	Project Management Status Report - September 2009	09/07/09	$63,000.00	$9,450.00	$53,550.00
1.14	Project Management Status Report - October 2009	10/07/09	$63,000.00	$9,450.00	$53,550.00
1.15	Project Management Status Report - November 2009	11/06/09	$63,000.00	$9,450.00	$53,550.00
1.16	Project Management Status Report - December 2009	12/07/09	$63,000.00	$9,450.00	$53,550.00
1.17	Project Management Status Report - January 2010	01/07/10	$63,000.00	$9,450.00	$53,550.00
1.18	Project Management Status Report - February 2010	02/05/10	$63,000.00	$9,450.00	$53,550.00
1.19	Project Management Status Report - March 2010	03/05/10	$63,000.00	$9,450.00	$53,550.00
1.20	Project Management Status Report - Aprll 2010	04/07/10	$63,000.00	$9,450.00	$53,550.00
1.21	Project Management Status Report - May2010	05/07/10	$63,000.00	$9,450.00	$53,550.00
1.22	Project Management Status Report - June 2010	06/07/10	$63,000.00	$9,450.00	$53,550.00
1.23	Project Management Status Report - July 2010	07/07/10	$63,000.00	$9,450.00	$53,550.00
1.24	Project Management Status Report - August 2010	08/06/10	$63,000.00	$9,450.00	$53,550.00
1.25	Project Management Status Report - September 2010	09/07/10	$63,000.00	$9,450.00	$53,550.00
1.26	Project Management Status Report - October 2010	10/07/10	$63,000.00	$9,450.00	$53,550.00
1.27	Project Management Status Report - November 2010	11/05/10	$63,000.00	$9,450.00	$53,550.00
1.28	Project Management Status Report - December 2010	12/07/10	$63,000.00	$9,450.00	$53,550.00
2.0	Kick-off Meeting (Core Team)	09/10/08	$9,600.00	$1,440.00	$8,160.00
3.0	Project Control Document	09/29/08	$87,500.00	$13,125.00	$74,375.00
4.0	City Staffing and Facilities Planning Support	09/23/08	$14,000.00	$2,100.00	$11,900.00
5.0	Detailed Project Plan	09/23/08	$28,000.00	$4,200.00	$23,800.00
6.0	Kick-off Meeting (City Departments)	10/14/08	$32,000.00	$4,800.00	$27,200.00
7.0	Prototype Environment	09/09/08	$16,800.00	$2,520.00	$14,280.00
8.0	AMS Advantage 3 Financial Product Training for Core Project Team	10/09/08	$47,000.00	$7,050.00	$39,950.00
9.0	AMS Advantage 3 Financial Technical Training for Core Project Team	09/19/08	$40,300.00	$6,045.00	$34,255.00
10.0	Business Process Re-Engineering Preparation Support	09/29/08	$28,000.00	$4,200.00	$23,800.00
11.0	Financial Application Prototype - General Ledger	01/09/09	$166,200.00	$24,930.00	$141,270.00
12.0	Financial Application Prototype - Accounts Payable	01/16/09	$127,400.00	$19,110.00	$108,290.00
13.0	Financial Application Prototype - Accounts Receivable	01/23/09	$110,800.00	$16,620.00	$94,180.00
14.0	Financial Application Prototype - Cost Accounting	01/23/09	$138,500.00	$20,775.00	$117,725.00
15.0	Technical Specifications Document	10/31/08	$53,800.00	$8,070.00	$45,730.00
16.0	FMS Chart of Accounts Design	01/16/09	$40,300.00	$6,045.00	$34,255.00
17.0	Fit-Gap Analysis	01/30/09	$246,200.00	$36,930.00	$209,270.00
18.0	Implementation Analysis Document	02/27/09	$432,000.00	$64,800.00	$367,200.00
19.0	Documentum Implementation Strategy for FMS	02/13/09	$150,480.00	$22,572.00	$127,908.00
20.0	Organizational Change Management Plan	02/20/09	$77,600.00	$11,640.00	$65,960.00
21.0	Chart of Accounts (COA) Guidelines Development	02/27/09	$225,000.00	$33,750.00	$191,250.00
22.0	Business Process Re-Engineering Mapping (Current State)	01/09/09	$75,000.00	$11,250.00	$63,750.00
23.0	Business Process Re-Engineering Mapping (Future State)	02/27/09	$75,000.00	$11,250.00	$63,750.00
24.0	Organizational Change Management Support	01/15/10	$172,400.00	$25,860.00	$146,540.00
25.0	Change Readiness Checklist	01/29/10	$37,600.00	$5,640.00	$31,960.00
26.0	Change Readiness Assessment and Results	04/02/10	$62,700.00	$9,405.00	$53,295.00
27.0	Change Readiness Monitoring Tools	06/30/10	$40,800.00	$6,120.00	$34,680.00
28.0	AMS Advantage 3 Financial Software Installation - Development / Unit Test Environment	10/17/08	$9,600.00	$1,440.00	$8,160.00

Exhibit L - Core Financial Pricing Schedule

Milestone	Payment Deliverable	Due Date	Deliverable Amount	Holdback 15%	Invoice Amount
29.0	AMS Advantage 3 Financial Software Installation - Conversion Environment	12/19/08	$9,600.00	$1,440.00	$8,160.00
30.0	AMS Advantage 3 Financial Software Installation - Conversion Staging Environment	12/19/08	$9,600.00	$1,440.00	$8,160.00
31.0	AMS Advantage 3 Financial Software Installation - System Test Environment	12/19/08	$9,600.00	$1,440.00	$8,160.00
32.0	Software Configuration - Development / Unit Test Environment	10/31/08	$16,000.00	$2,400.00	$13,600.00
33.0	Software Configuration - Conversion Environment	01/08/09	$16,000.00	$2,400.00	$13,600.00
34.0	Software Configuration - Conversion Staging Environment	01/08/09	$16,000.00	$2,400.00	$13,600.00
35.0	Software Configuration - System Test Environment	01/08/09	$16,000.00	$2,400.00	$13,600.00
36.0	Reference Table Set-Up	01/30/09	$192,000.00	$28,800.00	$163,200.00
37.0	Concept Papers for Software Customizations	02/27/09	$281,440.00	$42,216.00	$239,224.00
38.0	Functional Designs for Software Customizations - Iteration I	04/03/09	$101,124.00	$15,168.60	$85,955.40
39.0	Functional Designs for Software Customizations - Iteration II	05/01/09	$101,124.00	$15,168.60	$85,955.40
40.0	Functional Designs for Software Customizations - Iteration III	07/03/09	$101,124.00	$15,168.60	$85,955.40
41.0	Functional Designs for Software Customizations - Iteration IV	09/11/09	$101,124.00	$15,168.60	$85,955.40
42.0	Software Customizations - Iteration I	07/03/09	$235,956.00	$35,393.40	$200,562.60
43.0	Software Customizations - Iteration II	09/25/09	$235,956.00	$35,393.40	$200,562.60
44.0	Software Customizations - Iteration III	10/30/09	$235,956.00	$35,393.40	$200,562.60
45.0	Software Customizations - Iteration IV	01/08/10	$235,956.00	$35,393.40	$200,562.60
46.0	Data Conversion Design	04/03/09	$214,200.00	$32,130.00	$182,070.00
47.0	Data Conversion Software - Iteration I	05/01/09	$83,100.00	$12,465.00	$70,635.00
48.0	Data Conversion Software - Iteration II	05/29/09	$83,100.00	$12,465.00	$70,635.00
49.0	Data Conversion Software - Iteration III	07/03/09	$83,100.00	$12,465.00	$70,635.00
50.0	Data Conversion Software - Iteration IV	09/04/09	$83,100.00	$12,465.00	$70,635.00
51.0	Data Cleansing Support	05/07/10	$84,000.00	$12,600.00	$71,400.00
52.0	Interface Designs - Iterations I, II (Inbound)	05/01/09	$130,200.00	$19,530.00	$110,670.00
53.0	Interface Designs - Iterations III, IV (Outbound)	06/30/09	$130,200.00	$19,530.00	$110,670.00
54.0	Interface Designs - SMS Interfaces	07/14/09	$64,100.00	$9,615.00	$54,485.00
55.0	Interface Software - Iteration I	06/29/09	$98,800.00	$14,820.00	$83,980.00
56.0	Interface Software - Iteration II	08/10/09	$98,800.00	$14,820.00	$83,980.00
57.0	Interface Software - Iteration III	09/10/09	$98,800.00	$14,820.00	$83,980.00
58.0	Interface Software - Iteration IV	10/28/09	$98,800.00	$14,820.00	$83,980.00
59.0	Interface Software - SMS	11/05/09	$91,600.00	$13,740.00	$77,860.00
60.0	General Design - Advantage-Documentum Integration	05/01/09	$50,160.00	$7,524.00	$42,636.00
61.0	Advantage-Documentum Implementation Support	07/01/10	$400,000.00	$60,000.00	$340,000.00
62.0	Data Warehouse and Extract-Transform-Load (ETL) Designs	07/03/09	$80,000.00	$12,000.00	$68,000.00
63.0	Data Warehouse and ETL Software	10/30/09	$240,000.00	$36,000.00	$204,000.00
64.0	Report Designs - Iteration I	07/31/09	$120,000.00	$18,000.00	$102,000.00
65.0	Report Designs - Iteration II	10/02/09	$120,000.00	$18,000.00	$102,000.00
66.0	Report Designs - Iteration III	12/04/09	$120,000.00	$18,000.00	$102,000.00
67.0	Report Designs - Iteration IV	01/29/10	$120,000.00	$18,000.00	$102,000.00
68.0	Report Software - Iteration I	12/04/09	$200,000.00	$30,000.00	$170,000.00
69.0	Report Software - Iteration II	01/29/10	$200,000.00	$30,000.00	$170,000.00
70.0	Report Software - Iteration III	04/02/10	$200,000.00	$30,000.00	$170,000.00
71.0	Report Software - Iteration IV	06/04/10	$200,000.00	$30,000.00	$170,000.00
72.0	Adobe Forms Designs	08/14/09	$288,000.00	$43,200.00	$244,800.00
73.0	Adobe Forms Software	10/30/09	$432,000.00	$64,800.00	$367,200.00
74.0	AMS Advantage 3 Financial Software Installation - Integrated System Test Environment	09/18/09	$9,600.00	$1,440.00	$8,160.00
75.0	Software Configuration - Integrated System Test Environment	10/02/09	$16,000.00	$2,400.00	$13,600.00
76.0	Integrated System Test Plan	10/30/09	$61,600.00	$9,240.00	$52,360.00
77.0	Integrated System Test Scripts and Results	01/15/10	$184,600.00	$27,690.00	$156,910.00
78.0	AMS Advantage 3 Financial Software Installation - User Acceptance Test Environment	01/15/10	$9,600.00	$1,440.00	$8,160.00
79.0	Software Configuration - User Acceptance Test Environment	01/29/10	$16,000.00	$2,400.00	$13,600.00
80.0 - 82.0	User Acceptance Test Support - Months 1, 2 & 3	04/30/10	$189,000.00	$28,350.00	$160,650.00
83.0	AMS Advantage 3 Financial Software Installation - Training Environment	10/16/09	$9,600.00	$1,440.00	$8,160.00

Exhibit L - Core Financial Pricing Schedule

Milestone	Payment Deliverable	Due Date	Deliverable Amount	Holdback 15%	Invoice Amount
84.0	AMS Advantage 3 Financial Software Installation - Learning Environment	10/16/09	$9,600.00	$1,440.00	$8,160.00
85.0	Software Configuration - Training Environment	10/30/09	$16,000.00	$2,400.00	$13,600.00
86.0	Software Configuration - Learning Environment	10/30/09	$16,000.00	$2,400.00	$13,600.00
87.0	FMS Technical Support Training	03/06/09	$32,000.00	$4,800.00	$27,200.00
88.0	FMS System Administration Training	04/15/10	$25,600.00	$3,840.00	$21,760.00
89.0	End User Training Plan	12/18/09	$36,900.00	$5,535.00	$31,365.00
90.0	End User Training Materials	04/02/10	$176,000.00	$26,400.00	$149,600.00
91.0	Train-the-Trainer Training	05/04/10	$112,000.00	$16,800.00	$95,200.00
92.0	End User Training Support - Month 1	04/30/10	$140,800.00	$21,120.00	$119,680.00
93.0	End User Training Support - Month 2	05/31/10	$140,800.00	$21,120.00	$119,680.00
94.0	End User Training Support - Month 3	07/01/10	$140,800.00	$21,120.00	$119,680.00
95.0	AMS Advantage 3 Financial Software Installation - Production Environment	12/04/09	$19,200.00	$2,880.00	$16,320.00
96.0	Software Configuration - Production Environment	12/18/09	$32,000.00	$4,800.00	$27,200.00
97.0	Performance Test Plan and Scripts	01/15/10	$53,800.00	$8,070.00	$45,730.00
98.0	Performance Test Results	02/19/10	$121,000.00	$18,150.00	$102,850.00
99.0	User & System Documentation	04/02/10	$130,000.00	$19,500.00	$110,500.00
100.0	Security & Workflow Setup Test	01/29/10	$82,000.00	$12,300.00	$69,700.00
101.0	Security & Workflow Setup Support	07/01/10	$109,800.00	$16,470.00	$93,330.00
102.0	Operational Readiness Checklist	01/29/10	$27,000.00	$4,050.00	$22,950.00
103.0	Support for Operational Readiness Assessment	04/02/10	$40,300.00	$6,045.00	$34,255.00
104.0	Implementation Readiness Checklist	01/29/10	$27,000.00	$4,050.00	$22,950.00
105.0	Support for Implementation Readiness Assessment	04/02/10	$40,300.00	$6,045.00	$34,255.00
106.0	Mock Conversion	06/04/10	$73,500.00	$11,025.00	$62,475.00
107.0	Production Data Conversion	06/18/10	$36,900.00	$5,535.00	$31,365.00
108.0	Production Cutover	07/01/10	$94,100.00	$14,115.00	$79,985.00
	Release of Withhold 1 (33%) - "Go-Live: Production Cut-over Complete"	07/01/10			$626,897.70
109.0	Post-Implementation Support - Month 1 (July 2010)	07/31/10	$215,040.00	$32,256.00	$182,784.00
110.0	Post-Implementation Support - Month 2 (Aug 2010)	08/31/10	$161,280.00	$24,192.00	$137,088.00
111.0	Post-Implementation Support - Month 3 (Sept 2010)	09/30/10	$161,280.00	$24,192.00	$137,088.00
112.0	Post-Implementation Support - Month 4 (Oct 2010)	10/31/10	$161,280.00	$24,192.00	$137,088.00
113.0	Post-Implementation Support - Month 5 (Nov 2010)	11/30/10	$161,280.00	$24,192.00	$137,088.00
114.0	Post-Implementation Support - Month 6 (Dec 2010)	12/31/10	$161,280.00	$24,192.00	$137,088.00
115.0	Support for First Monthly Close (July / Aug 2010)	08/31/10	$107,520.00	$16,128.00	$91,392.00
116.0	Knowledge Transfer - Month 1 (July 2010)	07/31/10	$79,520.00	$11,928.00	$67,592.00
117.0	Knowledge Transfer - Month 2 (Aug 2010)	08/31/10	$79,520.00	$11,928.00	$67,592.00
118.0	Knowledge Transfer - Month 3 (Sept 2010)	09/30/10	$79,520.00	$11,928.00	$67,592.00
119.0	Knowledge Transfer - Month 4 (Oct 2010)	10/31/10	$79,520.00	$11,928.00	$67,592.00
120.0	Knowledge Transfer - Month 5 (Nov 2010)	11/30/10	$79,520.00	$11,928.00	$67,592.00
121.0	Knowledge Transfer - Month 6 (Dec 2010)	12/31/10	$79,520.00	$11,928.00	$67,592.00
122.0	Support for 1099 Reporting - Calendar Year 2010	01/31/11	$80,640.00	$12,096.00	$68,544.00
123.0	Support for Annual Close - FY 2011 (May 2011)	05/31/11	$53,760.00	$8,064.00	$45,696.00
124.0	Support for Annual Close - FY 2011 (June 2011)	06/30/11	$53,760.00	$8,064.00	$45,696.00
125.0	Support for Annual Close - FY 2011 (July 2011)	07/31/11	$53,760.00	$8,064.00	$45,696.00
126.0	Support for Annual Close - FY 2011 (Aug 2011)	08/31/11	$26,880.00	$4,032.00	$22,848.00
	Release of Withhold 2 (67%) - "End of Warranty Period"	09/30/11			$1,554,024.30
127.0	CAFR Reports Development & Implementation Support	12/30/11	$128,000.00		$128,000.00
	Total Payments and Holdbacks - Implementation Services		**$14,667,480.00**	**$2,180,922.00**	**$14,667,480.00**
A	Hosted Prototyping Environment (Hosted through March 2009; Beyond March 2009 @ $3,000 per Month)	09/01/08	$0.00	$0.00	$0.00
	Total Payments - Other Services		**$0.00**	**$0.00**	**$0.00**
	Total Payments and Holdbacks		**$14,667,480.00**	**$2,180,922.00**	**$14,667,480.00**

EXHIBIT M: CORE FINANCIAL SOFTWARE LICENSES

This is a copy of the Amended and Restated Proprietary Software License Agreement ("License Agreement").

EXHIBIT P: CORE FINANCIAL MAINTENANCE

This is a copy of the Proprietary Software Maintenance Agreement ("Maintenance Agreement")

EXHIBIT Q: CORE FINANCIAL LIST OF KEY CONTRACTOR PERSONNEL

CGI will make the Key Personnel identified below available for the AMS Advantage Financial implementation as specified in the Financial Management System Professional Services Agreement.

Key Contractor Personnel	Position	Relationship to CGI
Tim Popoli	Project Director	Employee
Dinyar Kodia	Engagement Manager	Contractor
Doreen Sturgis	Project Manager	Employee

EXHIBIT R: CORE FINANCIAL SERVICES RATES

The following table provides the Services Rates for CGI consulting services.

Vice President, Project Executive	$262.50
Engagement/Senior Program Manager	$232.50
EMC Documentum Specialist	$225.00
Senior Project Manager	$217.50
Investment Management Specialist	$200.00
Budget Publishing Specialist	$200.00
Project Manager	$206.25
Group Leader	$187.50
Senior Government Management Consultant	$217.50
Government Consultant/Senior Subject Matter Expert	$187.50
Subject Matter Specialist	$168.75
Team Leader	$157.50
Senior Business Analyst	$146.25
Business Analyst	$131.25
Training Specialist	$135.00

Technical Architect	$221.25
Technical Expert	$198.75
Technical Specialist	$168.75
Technical Team Lead	$157.50
Senior Programmer Analyst	$142.50
Programmer Analyst	$127.50
Programmer	$108.75
Program Management Specialist	$120.00
Project Support Staff	$41.25

RATES SHOWN ARE HOURLY RATES. SUBJECT TO UP TO 5% ANNUAL ESCALATION

EXHIBIT S: STANDARD PROVISIONS FOR CITY CONTRACTS (10/03)

PSC-1. Construction of Provisions and Titles Herein.

All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the **CITY** or the **CONTRACTOR**. The word **"CONTRACTOR"** or **"CONSULTANT"** herein and in any amendments hereto includes the party or parties identified in the Contract wherein this Appendix is incorporated by reference; the singular shall include the plural; if there shall be more than one **CONTRACTOR/CONSULTANT** herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several; use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Number of Originals.

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party.

PSC-3. Applicable Law, Interpretation and Enforcement.

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the **CITY** including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Contract shall be enforced and interpreted under the laws of the State of California. **CONTRACTOR/CONSULTANT** shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract.

If any part, term or provision of this Contract shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Contract, the validity of the remaining parts, terms or provisions of the Contract shall not be affected thereby.

PSC-4. Time of Effectiveness.

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

a. This Contract has been signed on behalf of the **CONTRACTOR/CONSULTANT** by the person or persons authorized to bind the **CONTRACTOR/CONSULTANT** hereto;

b. This Contract has been approved by the **CITY'S** Council or by the board, officer or employee authorized to give such approval;

c. The Office of the City Attorney has indicated in writing its approval of this Contract as to form;

d. This Contract has been signed on behalf of the **CITY** by the person designated to so sign by the **CITY'S** Council or by the board, officer or employee authorized to enter into this Contract.

PSC-5. Integrated Contract.

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous Contracts or understandings, whether written

or oral, relating thereto. This Contract may be amended only as provided for in paragraph PSC-6 hereof.

PSC-6. Amendment.

All amendments hereto shall be in writing and signed by the persons authorized to bind the parties thereto.

PSC-7. Excusable Delays.

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires, floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

PSC-8. Breach.

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

PSC-9. Waiver.

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-10. Independent CONTRACTOR/CONSULTANT.

The **CONTRACTOR/CONSULTANT** is acting hereunder as an independent contractor and not as an agent or employee of the **CITY**. The **CONTRACTOR/CONSULTANT** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the **CITY**.

PSC-11. Prohibition Against Assignment or Delegation.

The **CONTRACTOR/CONSULTANT** may not, unless it has first obtained the written permission of the **CITY**;

a. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or

b. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

PSC-12. Permits.

The **CONTRACTOR/CONSULTANT** and its officers, agents and employees shall obtain and maintain all licenses, permits, certifications and other documents necessary for the

CONTRACTOR'S/CONSULTANT'S performance hereunder and shall pay any fees required therefor. **CONTRACTOR/CONSULTANT** certifies to immediately notify the **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

PSC-13. Nondiscrimination and Affirmative Action.

The **CONTRACTOR/CONSULTANT** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the **CITY**. In performing this Contract, the **CONTRACTOR/CONSULTANT** shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. The **CONTRACTOR/CONSULTANT** shall comply with the provisions of the Los Angeles Administrative Code Sections 10.8 through 10.13, to the extent applicable hereto. The **CONTRACTOR/CONSULTANT** shall also comply with all rules, regulations, and policies of the **CITY'S** Board of Public Works, Office of Contract Compliance relating to nondiscrimination and affirmative action, including the filing of all forms required by said Office. Any subcontract entered into by the **CONTRACTOR/CONSULTANT** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph. Failure of the **CONTRACTOR/CONSULTANT** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject the **CONTRACTOR/CONSULTANT** to the imposition of any and all sanctions allowed by law, including but not limited to termination of the **CONTRACTOR/CONSULTANT'S** contract with the CITY.

PSC-14. Claims for Labor and Materials.

The **CONTRACTOR/CONSULTANT** shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible matter produced by the **CONTRACTOR/CONSULTANT** hereunder), against the **CONTRACTOR'S/CONSULTANT'S** rights to payments hereunder, or against the **CITY,** and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required.

The **CONTRACTOR/CONSULTANT** represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the **CITY'S** Business Tax Ordinance (Article 1, Chapter 2, sections 21.00 and following, of the Los Angeles Municipal Code). For the term covered by this Contract, the **CONTRACTOR/CONSULTANT** shall maintain, or obtain as necessary, all such Certificates required of it under said ordinance and shall not allow any such Certificate to be revoked or suspended.

PSC-16. Bonds.

Duplicate copies of all bonds which may be required hereunder shall conform to **CITY** requirements established by Charter, ordinance or policy and shall be filed with the Office of the City Attorney for its review in accordance with Los Angeles Administrative Code Sections 11.47 through 11.56.

PSC-17. Indemnification.

Except for the active negligence or willful misconduct of **CITY,** or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, **CONTRACTOR/CONSULTANT** undertakes and agrees to defend, indemnify and hold harmless **CITY** and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S/CONSULTANT'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by the **CONTRACTOR/CONSULTANT** or its SUBCONTRACTORS of any tier. The provisions of this paragraph survive expiration or termination of this Contract.

PSC-18. Insurance.

a. General Conditions

During the term of this Contract and without limiting **CONTRACTOR'S/CONSULTANT'S** indemnification of the **CITY, CONTRACTOR/CONSULTANT** shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by **CONTRACTOR/CONSULTANT** but not less than the amounts and types listed on the Insurance Requirements Sheet (Form Gen 146/IR in Exhibit 1 hereto, covering its operations hereunder. Such insurance shall conform to **CITY** requirements established by Charter, ordinance or policy, shall comply with the instructions set forth on Form General 133 and with the conditions set forth on the applicable City Special Endorsement form(s), copies of which are included in Exhibit 1, and shall otherwise be in a form acceptable to the City Attorney. Specifically, such insurance shall: 1) protect **CITY** as an Insured or an Additional Interest Party, or a Loss Payee As Its Interests May Appear, respectively, when such status is appropriate and available depending on the nature of the applicable coverages; 2) provide **CITY** at least thirty (30) days advance written notice of cancellation, material reduction in coverage or reduction in limits when such change is made at the option of the insurer; and 3) be primary with respect to CITY'S insurance program. Except when **CITY** is a named insured, **CONTRACTOR'S/CONSULTANT'S** insurance is not expected to respond to claims which may arise from the acts or omissions of the **CITY.**

b. Modification of Coverage

CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving **CONTRACTOR/CONSULTANT** ninety (90) days advance written notice of such change. If such change should result in substantial additional cost to the **CONTRACTOR/CONSULTANT**, **CITY** agrees to negotiate additional compensation proportional to the increased benefit to **CITY.** Notwithstanding the forgoing, in no event shall such a requested change result in a minimum limit exceeding two times the limits set forth on the existing Appendix C, Exhibit 1 Insurance Requirements, nor shall any such change serve to add a new type or category of insurance beyond those presently reflected in the aforementioned Exhibit.

c. Failure to Procure Insurance

All required insurance must be submitted and approved by the City Attorney prior to the inception of any operations or tenancy by **CONTRACTOR/CONSULTANT**. The required coverages and limits are subject to availability on the open market at reasonable cost as determined by **CITY.** Non-availability or non-affordability must be documented by a letter from **CONTRACTOR'S/CONSULTANT'S** insurance broker or agent indicating a good faith effort to place the required insurance and showing as a minimum the names of the insurance carriers and the declinations or quotations received from each.

Within the foregoing constraints, **CONTRACTOR'S/CONSULTANT'S** failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which **CITY** may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from **CONTRACTOR/CONSULTANT**.

d. Worker's Compensation

By signing this Contract, **CONTRACTOR/CONSULTANT** hereby certifies that it is aware of the provisions of Section 3700 et seq., of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the work pursuant to this Contract.

A Waiver of Subrogation in favor of **CITY** will be required when work is performed on **CITY** premises under hazardous conditions.

PSC-19. Child Support Assignment Orders.

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code. Pursuant to this Ordinance, **CONTRACTOR/CONSULTANT** certifies that it will (1) fully comply with all State and Federal employment reporting requirements applicable to Child Support Assignment Orders; (2) that the principal owner(s) of **CONTRACTOR/CONSULTANT** are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code section 5230, et seq.; and (4) maintain such compliance throughout the term of this Contract. Pursuant to Section 10.10.b of the Los Angeles Administrative Code, failure of **CONTRACTOR/CONSULTANT** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment or the failure of any principal owner(s) of **CONTRACTOR/CONSULTANT** to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default by the **CONTRACTOR/CONSULTANT** under the terms of this Contract, subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to **CONTRACTOR/CONSULTANT** by **CITY.** Any subcontract entered into by the **CONTRACTOR/CONSULTANT** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph and shall incorporate the provisions of the Child Support Assignment Orders Ordinance. Failure of the **CONTRACTOR/CONSULTANT** to obtain compliance of its subcontractors shall constitute a default by the **CONTRACTOR/CONSULTANT** under the terms of this Contract, subjecting this Contract to termination where such failure shall

continue for more than ninety (90) days after notice of such failure to **CONTRACTOR/CONSULTANT** by the **CITY.**

CONTRACTOR/CONSULTANT shall comply with the Child Support Compliance Act of 1998 of the State of California Employment Development Department. **CONTRACTOR/CONSULTANT** assures that to the best of its knowledge it is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in subdivision (1) of the Public Contract Code 7110.

PSC-20. Living Wage Ordinance and Service Contractor Worker Retention Ordinance.

a. Unless otherwise exempt in accordance with the provisions of these Ordinance, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO) Section 10.37 et. seq. of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administrative Code, as amended from time to time. The Ordinances require the following:

   i. **CONTRACTOR/CONSULTANT** assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of benefits as defined in the LWO.

   ii. **CONTRACTOR/CONSULTANT** further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. **CONTRACTOR/CONSULTANT** shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. **CONTRACTOR/CONSULTANT** shall deliver the executed pledges from each such subcontractor to the **CITY** within ninety (90) days of the execution of the subcontract. **CONTRACTOR'S/CONSULTANT'S** delivery of executed pledges from each such subcontractor shall fully discharge the obligation of the **CONTRACTOR/CONSULTANT** with respect to such pledges and fully discharge the obligation of the **CONTRACTOR/CONSULTANT** to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.

   iii. The **CONTRACTOR/CONSULTANT**, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the **CITY** with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. **CONTRACTOR/CONSULTANT** shall post the Notice of Prohibition Against Retaliation provided by the **CITY.**

   iv. Any subcontract entered into by the **CONTRACTOR/CONSULTANT** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-20 and shall incorporate the provisions of the LWO and the SCWRO.

v. **CONTRACTOR/CONSULTANT** shall comply with all rules, regulations and policies promulgated by the designated administrative agency which may be amended from time to time.

b. Under the provisions of Section 10.36.3(c) and Section 10.37.5(c) of the Los Angeles Administrative Code, the **CITY** shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the **CITY** determines that the subject **CONTRACTOR/CONSULTANT** has violated provisions of either the LWO or the SCWRO or both.

c. Where under the LWO Section 10.37. 6(d), the designated administrative agency has determined (a) that the **CONTRACTOR/CONSULTANT** is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the awarding authority in such circumstances may impound monies otherwise due the **CONTRACTOR/CONSULTANT** in accordance with the following procedures. Impoundment shall mean that from monies due the **CONTRACTOR/CONSULTANT**, the awarding authority may deduct the amount determined to be due and owing by the **CONTRACTOR/CONSULTANT** to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6 (d) (3) and disposed of under procedures described therein through final and binding arbitration. Whether the **CONTRACTOR/CONSULTANT** is to continue work following an impoundment shall remain in the unfettered discretion of the awarding authority. The **CONTRACTOR/CONSULTANT** may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

Earned Income Tax Credit

This Contract is subject to the provisions of Section 10.37.4 of the Los Angeles Administrative Code, requiring employers to inform employees making less than Twelve Dollars ($12.00) per hour of their possible right to the federal Earned Income Tax Credit (EITC). Employers must further make available to employees the forms required to secure advance EITC payments from employers.

PSC- 21. Americans with Disabilities Act.

The **CONTRACTOR/CONSULTANT** hereby certifies that it will comply with the Americans with Disabilities Act 42, U.S.C. Section 12101 et seq., and its implementing regulations. The **CONTRACTOR/CONSULTANT** will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. The **CONTRACTOR/CONSULTANT** will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the **CONTRACTOR/CONSULTANT**, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

PSC- 22. Retention of Records, Audit and Reports.

CONTRACTOR/CONSULTANT shall maintain records, including records of financial transactions, pertaining to the performance of this Contract, in their original form, in accordance with requirements prescribed by the **CITY.** These records shall be retained for a period of no less than three years following final payment made by the **CITY** hereunder or the expiration date of this contract, whichever occurs last. Said records shall be subject to examination and audit by

authorized **CITY** personnel or by the **CITY'S** representative at any time during the term of this contract or within the three years following the final payment made by the **CITY** hereunder or the termination date of this contract, whichever occurs last. **CONTRACTOR/CONSULTANT** shall provide any reports requested by the **CITY** regarding performance of this Contract.

PSC-23. Discount Terms

CONTRACTOR/CONSULTANT agrees to offer the **CITY** any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Agreement which meet the discount terms.

PSC-24. Contractor Responsibility Ordinance

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of the Los Angeles Administrative Code, which requires **CONTRACTOR/CONSULTANT** to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect **CONTRACTOR'S/CONSULTANT'S** fitness and ability to continue performing the contract. In accordance with the provisions of this Ordinance, by signing this Contract, **CONTRACTOR/CONSULTANT** pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. The **CONTRACTOR/CONSULTANT** further agrees to: 1) notify the awarding authority within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the **CONTRACTOR/CONSULTANT** is not in compliance with all applicable federal, state and local laws in performance of this contract; 2) notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the **CONTRACTOR/CONSULTANT** has violated the provisions of Section 10.40.3(a) of the Ordinance; 3) ensure that its subcontractor(s), as defined in the Ordinance, submit a Pledge of Compliance to awarding authorities; and 4) ensure that its subcontractor(s), as defined in the Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify Awarding Authorities within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Ordinance in performance of the subcontract.

PSC-25. Warranty and Responsibility of CONSULTANT/CONTRACTOR

CONSULTANT/CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S/CONSULTANT'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Minority, Women, And Other Business Enterprise Outreach Program

CONTRACTOR/CONSULTANT agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in its Proposal, if any. **CONTRACTOR/CONSULTANT** certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than $100,000, if applicable. **CONTRACTOR/CONSULTANT** shall not change any of these designated subcontractors/subconsultants, nor shall **CONTRACTOR/CONSULTANT** reduce their level of effort, without prior written approval of the **CITY,** provided that such approval shall not be unreasonably withheld.

PSC-27. Ownership

Unless otherwise provided for herein, all documents, material, data, and reports originated and prepared by **CONTRACTOR/CONSULTANT** under this contract shall be and remain the property of the **CITY** for its use in any manner it deems appropriate. The provisions of this paragraph shall survive expiration or termination of this Contract.

PSC-28. Equal Benefits Ordinance.

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the applicable provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

1. During the performance of the Contract, the **CONTRACTOR/CONSULTANT** certifies and represents that the **CONTRACTOR/CONSULTANT** will comply with the EBO. The **CONTRACTOR/CONSULTANT** agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

   "During the performance of a Contract with the **CITY** of Los Angeles, the **CONTRACTOR/CONSULTANT** will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Office of the City Administrative Officer, Contractor Enforcement Section at 1-213-978-7650."

2. The failure of the **CONTRACTOR/CONSULTANT** to comply with the EBO will be deemed to be a material breach of the Contract by the Awarding Authority.

3. If the **CONTRACTOR/CONSULTANT** fails to comply with the EBO the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under the contract may be retained by the **CITY.** The **CITY** may also pursue any and all other remedies at law or in equity for any breach.

4. Failure to comply with the EBO may be used as evidence against the **CONTRACTOR/CONSULTANT** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

5. If the City Administrative Officer determines that a **CONTRACTOR/CONSULTANT** has set up or used its Contracting entity for the purpose of evading the intent of the EBO, the Awarding Authority may terminate the Contract on behalf of the **CITY.** Violation of this provision may be used as evidence against the **CONTRACTOR/CONSULTANT** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

PSC 29 — Slavery Disclosure Ordinance

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as may be amended from time to time. **CONTRACTOR/CONSULTANT** certifies that it has complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

CGI TECHNOLOGIES AND SOLUTIONS INC.

AMENDED AND RESTATED
PROPRIETARY SOFTWARE LICENSE AGREEMENT

This is a Proprietary Software License Agreement ("License Agreement") dated as of July ___, 2008, (the "Effective Date") by and between the City of Los Angeles, California ("Customer" or "City") a municipal corporation and CGI Technologies and Solutions Inc. ("CGI"), a Delaware corporation. All defined terms not otherwise defined in this License Agreement shall have the meaning ascribed to them in the Services Agreement or in the Maintenance Agreement.

WHEREAS, pursuant to agreement dated on or about June 28, 1991 ("Original License Agreement"), the City licensed the software, now known as the AMS Advantage® software from CGI (formerly, American Management Systems, Incorporated);

WHEREAS, as a licensee of the AMS Advantage software and subscriber to the associated maintenance program, the City is entitled to receive updates and upgrades to the AMS Advantage software at no additional charge;

WHEREAS, the City ceased its subscription to maintenance in July 2000, however, CGI and the City have agreed that City's payment of back maintenance entitles it to receive the most current updates and upgrades to the AMS Advantage software as if the City had been a continuous maintenance subscriber, which maintenance is being paid pursuant to that certain Proprietary Software Maintenance Agreement dated of even date herewith ("Maintenance Agreement"); and

WHEREAS, the parties desire to amend and restate the Original License Agreement to reflect the AMS Advantage software that is the basis for the services described in the Professional Services Agreement dated of even date herewith ("Services Agreement").

NOW, THEREFORE, in consideration of the mutual promises contained in this License Agreement, the parties agree as follows:

1. LICENSE

A. CGI grants to the City a perpetual, non-exclusive, worldwide, irrevocable (except in the event of a violation by the City of CGI's intellectual property rights), royalty-free right and license, to install and use the Object Code of all AMS Advantage software identified in Exhibit A to this License Agreement on all computing devices used by or for the sole benefit of the City, and the departments or agencies operated or managed by the City. This license is intended to be enterprise wide and extend to the City and all departments or agencies operated or managed by the City. The license to the AMS Advantage software granted under this Section shall be effective on Delivery of each component or installment thereof, subject only to payment therefore as provided in the Services Agreement and the

License Fee set forth in Section 3 of Exhibit A in this License Agreement. The right granted by this Section shall extend to the right of contractors to the City who shall have executed either a Contractor standard (i) CGI Confidentiality Agreement or (ii) Third Party Access Software Agreement, and to City employees who have a reasonable need to use the AMS Advantage software by remote or local access, and to install and use any applets or plug-ins that are part of the AMS Advantage software and are provided for the purpose of using or facilitating the use of the AMS Advantage Software or any portion thereof on a remote or client basis. As a means of clarification and not as a limitation, those subcontractors who are independent contractors hired by the City to augment its staff shall be required to execute only the CGI Confidentiality Agreement attached to this License Agreement as Appendix 1; all other contractors employed by the City shall execute the Third Party Software Access Agreement attached to this License Agreement as Appendix 2. The licenses granted herein may not be sublicensed or assigned except to the extent necessary to permit the City's contractors to perform services on behalf of the City or to permit the City to outsource some or all of its administrative operations.

B. Customer may not use the AMS Advantage software as part of a commercial time-sharing or service bureau operation or in any other resale capacity. Customer may use the Licensed Documentation solely in support of the AMS Advantage software.

C. This Agreement does not convey to Customer title or ownership of the AMS Advantage software and Licensed Documentation, but only a right of limited use in accordance with this License Agreement.

2. PAYMENT TERMS

A. CGI and the City agree that payment of back maintenance fees as described in the Maintenance Agreement, entitles the City to receive the upgrade to the AMS Advantage software as if the City had been a continuous subscriber to the AMS Advantage software maintenance program, therefore, no additional license fees are due under this Agreement except for those third party licenses for third party software identified in Exhibit A hereto and paid pursuant to Exhibit L of the Services Agreement.

B. All fees and expenses are to be paid to CGI in United States Dollars, by wire transfer of funds to an account designated by CGI or by check sent to CGI at 15038 Collections Center Drive, Chicago, IL 60693. CGI's invoices are due and payable in full within forty-five (45) days from the date Customer receives them.

C. As of the date of this License Agreement, the City is a Municipal corporation and is, therefore, a tax exempt entity. As such and as of the

date of the Effective Date, all applicable taxes are included in the fees payable under this Agreement. If the City's tax exempt status is modified or revoked during the term of this License Agreement, the City agrees to pay directly or reimburse CGI for any taxes arising out of this License Agreement or CGI's performance under this License Agreement (e.g. sales taxes), excluding taxes personal to CGI and not required to be collected based on the sale of goods and/or services including, but not limited to taxes on CGI's net income, business license taxes and all employer reporting and payment obligations with respect to its personnel.

3. CONFIDENTIALITY

A. Each Party ("Receiving Party") agrees that it shall not disclose the Proprietary Information of the other Party ("Disclosing Party") to any Person, except to (a) Receiving Party's employees with a need to know who are bound by agreements or employment policies restricting the right of such employees to use or disclose such Proprietary Information for any purpose other than the Project, and (b) Receiving Party's contractors who shall have executed either a Contractor standard (i) Confidentiality Agreement or (ii) Third Party Access Agreement. Each Party agrees to preserve the confidentiality of the Proprietary Information of the other Party with the same level of care it uses with respect to its own Proprietary Information of a similar character, but in no event less than a reasonable level of care. The foregoing obligation does not apply to Proprietary Information (other than information regarding the City's past or present administration, employees, or constituents) which is (a) already known to the Receiving Party at the time of its receipt from the Disclosing Party, (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions, (c) is, or through no fault of the Receiving Party, has become generally available to the public, or (d) is independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Proprietary Information. Notwithstanding the foregoing, the Receiving Party may disclose Proprietary Information of the Disclosing Party to the extent that such disclosure is (i) necessary for the Receiving Party to enforce its rights under the License Agreement, or (ii) required by law, including the Public Records Act, or by the order of a court or similar judicial or administrative body. In the event either Party receives a third party subpoena, notice to produce or other judicial or administrative request for disclosure, such Party shall notify the other as soon as is reasonably practicable after the receipt of such request in order to permit it to take such action as it sees fit to obtain protective orders or other relief from such disclosure. In the event that either Party breaches any obligation involving City Confidential Information or Contractor Confidential Information as described forth in this Section, the other Party shall be entitled to seek injunctive and other equitable relief to protect, maintain, defend, enforce, and preserve its rights, in addition to any other remedies that may be available. If any

provision of this Section is deemed overbroad, unreasonable, or to create such a burden that a court would otherwise find such provision unenforceable, the Parties agree that such court shall be authorized to modify such provision to the extent it believes reasonable so as to best carry out the intention of the Parties to the fullest extent allowed. The provisions of this Section shall survive the expiration or earlier termination of this License Agreement.

B. For purposes of this License Agreement, "Proprietary Information" shall mean information of any nature in any form including without limitation all writings, memoranda, copies, reports, papers, surveys, analyses, drawings, letters, computer printouts, software, specifications, data, graphs, charts, sound recordings and/or pictorial reproductions which have been reduced to written form that refer or relate to the business, methods, affairs, plans, products or prospects of the disclosing Party and are disclosed (i) in confidence, or (ii) in circumstances that would lead a reasonable person to believe that the information is confidential. All Proprietary Information provided by Contractor shall be marked as proprietary by Contractor with an appropriate legend, marking, stamp or other obvious written identification by Contractor prior to disclosure. In the event Contractor discloses its Proprietary Information to the City other than in writing, Contractor shall promptly inform the City that such information is deemed proprietary, and shall provide the City with a brief written description of such information within thirty (30) days of such disclosure, identifying therein the manner, place, and date of such disclosure and the names of the City's representative to whom such disclosure was made. Notwithstanding the foregoing, all information, the privacy or disclosure of which is protected by applicable law or regulation (such as HIPAA or FERPA or under other applicable California Codes), shall be treated as proprietary information of the person holding the interests so protected, whether or not such information is marked or otherwise identified as confidential or proprietary. The City's Proprietary Information shall include all information concerning City's past or present administration, employees, or constituents, its technology, trade secrets, methods, processes, operations or procedures or any other confidential, proprietary, financial, or business information of City that Contractor learns during the course of its performance of this License Agreement. Contractor's Proprietary Information shall include, subject to the requirements of marking and reduction to writing set forth above, the AMS Advantage software, Licensed Documentation and all information concerning Contractor's employees, its technology, trade secrets, methods, processes, operations or procedures or any other confidential, proprietary, financial, or business information of Contractor that City learns during the course of this License Agreement.

4. PERMISSION TO COPY THE AMS ADVANTAGE SOFTWARE

A. The City may copy the AMS Advantage software for back-up and archival purposes. The City may copy the Licensed Documentation to support the City's licensed use of the AMS Advantage software. Any copies the City makes of the AMS Advantage software or Licensed Documentation, in whole or in part, are CGI's property. The City agrees to reproduce and include CGI's copyright, trademark, and other proprietary rights notices on any copies of the AMS Advantage software and Licensed Documentation, including partial copies and copied materials in derivative works.

B. The City agrees not to reverse engineer, decompile, disassemble or extract, as applicable, any ideas, algorithms or procedures from the AMS Advantage software or Licensed Documentation for any reason.

C. The City agrees to reproduce and include CGI-AMS's copyright, trademark, and other proprietary rights notices on any copies of the AMS Advantage software and Licensed Documentation, including partial copies and copied materials in derivative works.

5. WARRANTIES AND REMEDIES FOR BREACH

A. CGI warrants that the AMS Advantage software and Licensed Documentation do not, to CGI's knowledge, infringe any third party copyrights, patents or trade secrets that arise or are enforceable under the laws of the United States of America.

(1) If a third party brings an action against the City making allegations that, if true, would constitute a breach of this warranty, Contractor will defend and hold harmless, at its own expense, any infringement claim, demand, suit or action ("Action") by any third party against City, its departments, officers, directors, agents, employees, and affiliates for any actual or alleged infringement or violation of any United States patent, copyright, trade secret, trademark, or other proprietary rights, based on, arising out of or in any way related to City's actual or intended use, irrespective of timing of the use, of any Deliverable or any AMS Advantage software or any component or part thereof, any of Contractor's equipment, systems, hardware, software, firmware, device, instrumentation, or matter used, owned or provided by Contractor (collectively, "Contractor Product"), including paying all fees and costs incurred in defending and/or required to defend against such claims, demands, suit or Action. Contractor also shall indemnify City, its departments, officers, directors, agents, employees, and affiliates against any loss, cost, expense, liability, damages, and attorneys' fees finally awarded and through and including any and all appeals against City or settlement as a consequence of such Action. The provisions of

this Section shall survive expiration of termination of this License Agreement.

(2) Further, in the event that an injunction or order is issued by a Court of competent jurisdiction against City's use of any Contractor Product resulting from an infringement Action to which Contractor's defense and indemnity duties apply, Contractor shall, at its own expense either, (i) procure for City's benefit the right to continue using the Contractor Product; or (ii) replace or modify the Product so that it becomes non-infringing unless any such modification or replacement would adversely affect the specifications for the Contractor Product or its use by City. If neither option (i) nor (ii) is commercially feasible, Contractor shall refund to the City all fees paid by the City for the infringing item, less a reasonable equitable adjustment for prior use. Any such refund, however, will be in addition to Contractor's indemnification obligations under this License Agreement.

(3) Contractor is not responsible for any claimed breaches of the foregoing caused by: (i) modifications made to the item in question by anyone other than Contractor and its subcontractors working at Contractor's direction; (ii) the combination, operation or use of the item with other items Contractor did not supply if such combination, operation or use was not reasonably foreseeable by Contractor; or (iii) the City's failure to use any new or corrected versions of the item made available by Contractor under this License Agreement, the Maintenance Agreement or the Services Agreement.

(4) This Section states Contractor's entire obligation to the City and the City's exclusive remedy with respect to any claim of infringement and is in lieu of any implied warranties of non-infringement or non-interference with use and enjoyment of information.

B. THE WARRANTIES SET FORTH IN THIS SECTION 10 AND THE WARRANTIES CONTAINED ELSEWHERE IN THIS LICENSE AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INTEGRATION, PERFORMANCE AND ACCURACY *AND* ANY IMPLIED WARRANTIES ARISING FROM STATUTE.

6. LIMITATION OF LIABILITY

A. Except as set forth in Section 6.B below, CGI's total liability for failing to meet any or all of its obligations under this License Agreement shall be limited to $1,117,679.00.

B. Notwithstanding anything to the contrary, the liability limitations set forth in Section 6.A above shall not apply to: (i) losses arising out of the gross negligence or willful misconduct of Contractor or any of its agents or subcontractors; (ii) any injury, death or damage to tangible personal

property caused by CGI or any of its agents or subcontractors; or (iii) any claims or demands of third parties, including, but not limited to CGI's indemnification obligations as set forth in Section 5.A(1).

7. TERMINATION

A. Either party may terminate this License Agreement upon thirty (30) days' prior written notice if the other has materially failed to comply with any of the terms and conditions of this License Agreement.

B. The City may terminate this License Agreement for convenience at any time upon thirty (30) days' prior written notice to CGI; provided that the License Fee designated in Exhibit A has been paid in full.

C. If the City has not appropriated adequate funds for or to continue services under the License Agreement, the City shall provide written notification to Contractor of non-appropriation of funds (the "Non-Appropriation Notice"). In such event, the City shall have no further liability hereunder except with respect to payment for Services rendered and Software delivered up to the date of Contractor's receipt of the Non-Appropriation Notice. This License Agreement shall terminate effective as of the date of the Non-Appropriation Notice unless the Non-Appropriation Notice specifically provides otherwise. By way of clarification, any Non-Appropriation Notice sent pursuant to the Services Agreement or the Maintenance Agreement shall not be deemed a termination of this License Agreement unless the Non-Appropriation Notice specifically terminates the License Agreement. Notwithstanding anything contained in this Section 7.C to the contrary, any termination of this Agreement is subject to payment in full of the License Fee designated in Exhibit A.

D. Any provision of this License Agreement that imposes or contemplates continuing obligations on a party will survive the expiration or termination of this License Agreement, including but not limited to sections 3 and 6.

8. LAWS AND DISPUTES

A. This License Agreement will be governed by the laws of the State of California without regard to any provision of California law that would require or permit the application of the substantive law of any other jurisdiction.

B. At all times during the term of the License Agreement Contractor shall comply with all applicable federal, state, and local laws and regulations. During the term of this License Agreement, Contractor shall comply with all applicable provisions of federal, state and local laws and regulations respecting the privacy and protection of information related to individuals and that all of its employees and contractors comply individually with all such laws and regulations. Contractor shall also comply with all applicable

federal, state and local environmental laws, rules and regulations and all laws, rules and regulations regarding the handling, storage and disposition of hazardous substances. Contractor agrees that it and all Contractor Personnel shall at all times comply with all security regulations in effect from time to time at City's premises and shall comply with City's security policies and procedures if granted access to City's computer or communications networks.

C. Both CGI and the City agree to comply fully with all relevant export laws and regulations of the United States to ensure that no information or technical data provided pursuant to this License Agreement is exported or re-exported directly or indirectly in violation of law.

D. At the written request of either party, the parties will attempt to resolve any dispute arising under or relating to this License Agreement through the informal means described in this section 8.D. Each party will appoint a senior management representative who does not devote substantially all of his or her time to performance under this License Agreement. The representatives will furnish to each other all non-privileged information with respect to the dispute that the parties believe to be appropriate and germane. The representatives will negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. Formal proceedings for the resolution of the dispute may not be commenced until the earlier of: (i) the designated representatives conclude that resolution through continued negotiation does not appear likely; or (ii) thirty (30) calendar days have passed since the initial request to negotiate the dispute was made; provided, however, that a party may file earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or to apply for interim or equitable relief.

E. No proceeding, regardless of form, arising out of or related to this License Agreement may be brought by either party more than two (2) years after the accrual of the cause of action, except that (i) proceedings related to violation of a party's proprietary rights or any duty to protect Confidential Information may be brought at any time within the applicable statute of limitations, and (ii) proceedings for non-payment may be brought up to two (2) years after the date the last payment was due.

9. GENERAL

A. Any legal notice or other communication required or permitted to be made or given by either party pursuant to this License Agreement will be in writing, in English, and will be deemed to have been duly given: (i) five (5) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested; (ii) when transmitted if sent by facsimile, provided a confirmation of transmission is

produced by the sending machine and a copy of the notice is promptly sent by another means specified in this section; or (iii) when delivered if delivered personally or sent by express courier service. All notices will be sent to the other party at its address as set forth below or at such other address as the party may specify in a notice given in accordance with this section.

In the case of the City:	with a copy of legal notices to:
City of Los Angeles 200 N. Main Street, Suite 300 Los Angeles, CA 90012-4116 Attn: Rushmore D. Cervantes Chief Deputy Controller Fax: (213) 978-7211 Phone: (213) 978-7243 E-Mail: rushmore.cervantes@lacity.org	City of Los Angeles 200 N. Main Street, Suite 300 Los Angeles, CA 90012-4116 Attn: William E. Lamb Director Financial Analysis and Reporting Fax: (213) 978-7213 Phone: (213) 978-7203 E-Mail: bill.lamb@lacity.org
In the case of CGI:	with a copy of legal notices to:
CGI Technologies and Solutions Inc. 350 S. Grand Avenue, Suite 2350 Los Angeles, CA 90071 Attn: Tim Popoli Director Fax: (213) 613-5430 Phone: (213) 613-5430	CGI Technologies and Solutions Inc. 11325 Random Hills Road Fairfax, Virginia 22033 Attn: Office of General Counsel Fax: (703) 267-7161 Phone: (703) 267-8000

B. Neither party may assign or otherwise transfer any right or obligation set forth in this License Agreement without the other party's prior written consent, except that CGI may assign this License Agreement to an affiliate and except that CGI may assign this License Agreement to any purchaser of all or substantially all of the assets of CGI. Any purported assignment in violation of the preceding sentence will be void and of no effect. This License Agreement will be binding upon the parties' respective successors and permitted assigns.

C. This License Agreement constitutes the entire agreement between the parties, and supersedes all other prior or contemporaneous communications between the parties (whether written or oral) relating to the subject matter of this License Agreement. This License Agreement may be modified or amended solely in a writing signed by both parties.

D. The provisions of this License Agreement will be deemed severable, and the unenforceability of any one or more provisions will not affect the enforceability of any other provisions. In addition, if any provision of this License Agreement, for any reason, is declared to be unenforceable, the parties will substitute an enforceable provision that, to the maximum extent possible in accordance with applicable law, preserves the original intentions and economic positions of the parties.

E. No failure or delay by either party in exercising any right, power or remedy will operate as a waiver of such right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving party. If either party waives any right, power or remedy, such waiver will not waive any successive or other right, power or remedy the party may have under this License Agreement.

F. Neither Party shall be liable for any delay or failure to perform, to the extent caused by a Force Majeure Event provided that such Party complies with the provisions of this Section. Upon occurrence of a Force Majeure Event, the non-performing Party shall be excused from any further performance or observance of the affected obligation(s) for as long as, and to the extent that the Force Majeure Event continues and the non-performing Party (i) continues to perform to the extent practicable; (ii) takes commercially reasonable measures to mitigate the effects of the Force Majeure Event; and (iii) uses commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. Any Party whose performance is affected by a Force Majeure Event shall immediately notify the other Party by telephone (to be confirmed in writing within ten (10) business days of the inception of such delay) and describe in reasonable detail the circumstances causing such delay.

G. Contractor agrees that without the City's written consent neither it nor any of its employees, agents or contractors shall use the name, service marks, or trademarks of the City or of any Affiliate of the City or reveal the existence or make any public statement regarding of the License Agreement, or the terms or conditions hereof or the Services or Deliverables provided hereunder, including, but not limited to in any written advertising, publicity, press release, or sales presentation. Either Party shall be entitled to make such reasonable disclosures as are required by law, including without limitation any disclosures required for compliance with the Securities Laws of the United States or any state.

H. The Exhibits referred to in and attached to this License Agreement are made a part of it as if fully included in the text.

Each party has caused its authorized representative to execute this Agreement as of the Effective Date.

CGI Technologies and Solutions Inc. (CGI)	City of Los Angeles, California (Customer)
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

EXHIBIT A

CGI Technologies and Solutions Inc.
Proprietary Software License Agreement

1. LICENSED SOFTWARE.

CGI is licensing to the City of Los Angeles (City) the following computer software components, comprising the AMS Advantage software:

- AMS Advantage® Financial Management System version 3.7 or higher (in a platform/database approved by the City in writing), including the following modules:
  - Base Financial System
  - Accounts Receivable
  - Cost Accounting
  - General Ledger
  - Accounts Payable
- AMS Advantage Administration version 3.7 or higher (in a platform/database approved by the City in writing)
- AMS infoAdvantage Framework version 3.7 or higher (in a platform/database approved by the City in writing)

CGI will provide the City with the source code for the AMS Advantage software listed above, and the City may use such source code only to maintain and enhance the AMS Advantage software and for no other purpose. The City may modify the AMS Advantage software and Documentation and merge them into other material to form a derivative work for the City's own use. Any portion of the AMS Advantage software or Documentation included in such a derivative work will continue to be subject to all terms in this exhibit and any related exhibits and appendices that comprise the City-CGI contract for the FMS Project.

CGI shall provide to the City one (1) copy of the AMS Advantage software.

2. LICENSED DOCUMENTATION

The specifications for the AMS Advantage software are provided in the following Documentation which CGI will deliver to the City, and which is collectively referred to in this exhibit as the "Licensed Documentation":

- AMS Advantage Financial Administration Installation Guide
- AMS Advantage Financial General Accounting User Guide
- AMS Advantage Financial Getting Started Guide

- AMS Advantage Financial Global Attributes User Guide
- AMS Advantage Financial Installation Guide
- AMS Advantage Financial Performance Tuning Guide
- AMS Advantage Financial System Administration Guide
- AMS Advantage Financial User Guide
- AMS Advantage Financial User Reference
- AMS Advantage Financial WebSphere Network Deployment Installation Guide
- AMS Advantage Financial Year End Procedures Manual
- infoADVANTAGE Developer Guide
- infoADVANTAGE Installation Guide
- infoADVANTAGE Installation Instructions Financial
- infoADVANTAGE System Administration Guide
- infoADVANTAGE Universes and Reports Guide

CGI shall provide to the City one (1) copy of the Licensed Documentation.

3. License Fee

In consideration of the grant of license contemplated by this License Agreement, the City shall pay the amount of $1,117,679.00 in accordance with the following:

Milestone	Payment Deliverable	Due Date	Deliverable Amount	Holdback 15%	Invoice Amount
A	AMS Advantage 3rd Party Products Software License	09/01/08	$402,133.00	$0.00	$402,133.00
B	AMS Advantage Back Maintenance (Year 1)	09/01/08	$500,000.00	$0.00	$500,000.00
C	AMS Advantage Back Maintenance (Year 2)	07/01/09	$215,546.00	$0.00	$215,546.00
	Total Payments and Holdbacks – Software License		**$1,117,679.00**	**$0.00**	**$1,117,679.00**

4. License Type

The AMS Advantage software is licensed to the City on a Site License basis. The City is permitted to use the AMS Advantage software at the computer facility or facilities listed below. The City may change facilities upon written notification to CGI, which notice shall constitute an addition to this section. In the event of the failure of the computers at the listed location(s), the City may use the AMS Advantage software at a back-up computer facility in the United States until operations at the primary facility have been restored. Nothing in this section is intended to prevent the City from periodically testing the availability and readiness of its back-up computer facility.

5. Work That May Be Processed.

The City may use the AMS Advantage software to process the City's own work.

6. Third-Party Products Licensed by CGI

Included in the License Fee set forth in Section 3 of this Exhibit A are the license fees for certain third-party products (the "Third-Party Products") required to be used in connection with the AMS Advantage software. CGI is providing the following Third-Party Products to the City:

- Versata Logic Server v. 5.5 (1 site license)
- Versata Logic Design Studio (Java/XML) (4 named user/workstation licenses)
- IBM WebSphere Application Server (AIX) (2100 PVU)
- IBM WebSphere Application Server (Windows) (600 PVU)
- Pervasive Data Integrator Pro Engine Prod (2x 2 cpu production server license)
- Pervasive Data Integrator Pro Engine – Non Prod (2 x 2 cpu non-prod server license)
- Pervasive Data Integrator Pro Engine (1 x 2 cpu DR server license)
- Pervasive Data Integrator Pro Developer (3 user licenses)
- Adobe Present Central Pro – production (1 server license)
- Adobe Present Central Pro – non-prod (1 server license)
- Adobe Present Output Designer (1 user license)
- Adobe Robo Help Office X5 (1 user license)
- Delta XML Limited DeltaXML (1 user license)
- Convey Compliance Systems 1099 Convey (Network D)
- Silk Performer (2 week license – 1500 concurrent users)

Each "user license" referenced above refers to the restrictions for the corresponding third-party software provided by CGI to the City, but not less than one concurrent user.

All rights of the City in and to the Third-Party Products will be governed by the suppliers' license terms accompanying the Third-Party Products, some of which are attached hereto as Appendix 3. Those Third Party Products whose licenses are not attached are either governed by a shrink-wrap license or by the terms and conditions of this License Agreement, as the case may be. CGI does not itself give or make any warranty of any kind with respect to the Third-Party Products. Changes in the AMS Advantage software, which CGI may make from time to time as part of an AMS Advantage

Upgrade Release (i.e., a new Minor Release or Major Release), may make it necessary for the City to acquire, at its own expense, updated versions of the Third-Party Products or additional third-party products.

Changes in Third Party Products that are *required* by CGI in order to ensure the Third Party Products are compatible or operate correctly with the *currently implemented version (including any Service Release or FixPack)* of AMS Advantage will be at the expense of CGI through Final Acceptance.

The City may use the Third-Party Products to support a Disaster Recovery (DR) site for no additional licensing fee as long as the DR site is not used to increase system capacity.

7. Third-Party Products Licensed by the City

The following Third-Party products will be purchased separately by the City. The City will purchase these products in a timely manner. CGI will provide support for these products, with the assistance of the City, as stated in the Statement of Work.

- Oracle Database Enterprise Edition - Processor Perpetual
- Partitioning - Processor Perpetual
- Advanced Security - Processor Perpetual
- Oracle Database Diagnostics Pack - Processor Perpetual
- Tuning Pack - Processor Perpetual
- Change Management Pack - Processor Perpetual
- Oracle Database Configuration Management Pack - Processor Perpetual
- Oracle RAC

APPENDIX 1

CGI TECHNOLOGIES AND SOLUTIONS INC.
CONFIDENTIALITY AGREEMENT

This is a Confidentiality Agreement ("Agreement") dated as of_____, (the "Effective Date") by and between _____("Party"), a _____ corporation having a place of business at _____ and CGI Technologies and Solutions Inc. ("CGI").

1. "Confidential Information" means information belonging to or in the possession or control of CGI which is of a confidential, proprietary or trade secret nature that is furnished or disclosed to Party under this Agreement: (i) in tangible form and marked or designated in writing in a manner to indicate its confidential, proprietary or trade secret nature, or (ii) in intangible form, that information that a reasonable person could determine to be proprietary or confidential given the nature of the information. Confidential Information includes any information pertaining to CGI's proprietary software and associated training, documentation and other materials, regardless of whether or how they are marked. The Confidential Information to be disclosed by CGI includes, without limitation:

   _____
   _____
   _____.

2. Party is permitted to use the Confidential Information solely for the purpose of
   _____
   _____
   _____
   _____.

3. This Agreement covers Confidential Information disclosed between the Effective Date and _____.

4. Party agrees to limit disclosure of CGI's Confidential Information to those of Party's employees who have a need to know the Confidential Information in order for Party to carry out its obligations and exercise its rights under this Agreement and have signed the form attached as *Exhibit A* (a "Permitted Employee"). Party agrees to provide CGI with a signed copy of *Exhibit A* prior to disclosing any such Confidential Information to a Permitted Employee. Party agrees: (i) to hold CGI's Confidential Information in strict confidence; (ii) to limit disclosure of CGI's Confidential Information to Party's own employees having a need to know the information for the purposes of this Agreement; (iii) not to disclose any such Confidential Information to any third party; (iv) to use CGI's Confidential Information solely and exclusively in accordance with the terms of this Agreement in order to carry out its obligations and exercise its rights under this Agreement; (v) to afford CGI's Confidential Information at least the same level of protection against unauthorized disclosure or use as Party normally uses to protect its own information of a similar character, but in no event less than reasonable care; and (vi) to notify CGI promptly of any unauthorized use or disclosure of CGI's Confidential Information and cooperate with and assist CGI in every reasonable way to stop or minimize such unauthorized use or disclosure. Confidential Information will remain the property of CGI, and Party will not be deemed by virtue of this Agreement or any access to CGI's Confidential Information to have acquired any right or interest in or to any such Confidential Information.

5. "Confidential Information" will be deemed to exclude any particular information that, as evidenced by written documentation: (i) is already known to Party without restrictions at the time of its disclosure by CGI; (ii) after its disclosure by CGI, is made known to Party without

restrictions by a third party having the right to do so; (iii) is or becomes publicly known without violation of this Agreement; or (iv) is independently developed by Party without reference to CGI's Confidential Information. If Party receives a subpoena or other validly issued administrative or judicial notice requesting the disclosure of CGI's Confidential Information, Party will promptly notify CGI and, if so requested, will provide reasonable cooperation to CGI in resisting the disclosure. Subject to its obligations stated in the preceding sentence, Party will be entitled to comply with any binding subpoena or other process to the extent required by law, but will in doing so make every effort to secure confidential treatment of any materials it is compelled to disclose.

6. At the conclusion of the period stated in section 3, Party will (at CGI's option) return or destroy the Confidential Information provided by CGI. Party will not retain any copies (complete or partial) of CGI's Confidential Information. Party's obligations to protect Confidential Information shall remain in full force and effect for a period of five (5) years following such return or destruction of the furnishing party's Confidential Information.

7. Party agrees that if a court of competent jurisdiction determines that Party has breached, or attempted or threatened to breach, any of its confidentiality obligations to CGI or CGI's proprietary rights, CGI will be entitled to obtain appropriate injunctive relief and other measures restraining further, attempted or threatened breaches of such obligations.

8. CGI PROVIDES THE CONFIDENTIAL INFORMATION SOLELY ON AN "AS-IS" BASIS. The Confidential Information is not warranted to be complete or error-free. CGI will not be liable for any damages arising out of the use of the Confidential Information.

9. The provisions of this Agreement will be deemed severable, and the unenforceability of any one or more of its provisions shall not affect the enforceability of any other provision. If any provision is unenforceable, the parties will substitute an enforceable provision that preserves the original intentions and economic positions of the parties to the maximum extent legally possible. This Agreement is the entire agreement between the parties relating to its subject matter. This Agreement will be governed by the laws of the State of California, without regard to any provision of California law that would require or permit the application of the substantive law of any other jurisdiction. Neither party may assign or otherwise transfer this Agreement or any of the rights that it grants, without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed. Any purported assignment in violation of the preceding sentence will be void and of no effect. This Agreement will be binding upon the parties' respective successors and permitted assigns. No failure or delay by either party in exercising any right, power or remedy will operate as a waiver of such right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving party.

10. All notices will be sent to the other party at its address as set forth below or at such other address as the party may specify in a notice given in accordance with this section.

In the case of _____:	In the case of CGI:
_____ _____ _____ Attn: _____ Fax: _____	CGI Technologies and Solutions Inc. 11325 Random Hills Road Fairfax, Virginia 22033 Attn: Office of General Counsel Fax: (703) 267-7161 Phone: (703) 267-8000

11. Both CGI and Party agree to comply fully with all relevant export laws and regulations of the United States to ensure that no information or technical data provided pursuant to this Agreement is exported or re-exported directly or indirectly in violation of law.

Each party has caused its authorized representative to execute this Agreement as of the Effective Date.

CGI Technologies and Solutions Inc. (CGI)	_____ (Party)
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

EXHIBIT A

CGI TECHNOLOGIES AND SOLUTIONS INC.
Confidentiality Agreement

I have read the Confidentiality Agreement between _____ and CGI Technologies and Solutions Inc. made effective as of _____ (the "Agreement"). I understand the terms and conditions of the Agreement. In consideration for being permitted to have access to the Confidential Information, I agree to be bound by the terms and conditions of the Agreement and, in particular, to use every reasonable effort to protect the Confidential Information disclosed to me.

_____
Print Name

_____
Signed

_____
Date

APPENDIX 2:

CGI TECHNOLOGIES AND SOLUTIONS INC.
THIRD PARTY SOFTWARE ACCESS AGREEMENT

This is a Third Party Software Access Agreement ("Access Agreement") dated as of _____, 200_ (the "Effective Date"), by and between _____ ("City"), a _____ corporation having a place of business at _____, CGI Technologies and Solutions Inc. ("CGI"), a Delaware corporation having its principal place of business at 11325 Random Hills Road, Fairfax, Virginia 22033, and _____ ("Contractor"), a _____ corporation having a principal place of business at _____.

1. ACKNOWLEDGMENTS

A. CGI and the City have entered into a certain Proprietary Software License Agreement dated **[*insert license date*]** (the "License Agreement"), under which CGI licensed to the City certain proprietary software referred to as **[*describe or name software*]** (the "Software") and related CGI materials. As used in this Access Agreement, the term "Software" means the software and related materials licensed to the City under the License Agreement, any modifications, supplements and alterations to such software and related materials, and any derivative or updated works based upon such software and related materials.

B. The City and Contractor have entered into a **[*insert agreement title*]** dated **[*insert agreement date*]** (the "Services Agreement") pursuant to which Contractor will provide **[*describe services, for example:* automated data processing and related services**]** ("Services") to the City.

C. In the course of performing the Services, Contractor will receive or otherwise have access to the Software and other CGI information concerning CGI or the Software that is confidential, proprietary or trade secret to CGI. CGI desires to have all such information kept in strict confidence and used only in accordance with and subject to the terms and conditions of the License Agreement and this Access Agreement.

D. CGI, the City and Contractor agree that each has received sufficient consideration for their respective performances under this Access Agreement.

2. CONFIDENTIALITY

A. The City and Contractor agree that: (i) the Software is proprietary to CGI; (ii) neither legal nor equitable title to the Software passes to the City or Contractor under the License Agreement or this Access Agreement; (iii) the License Agreement and the Software constitute valuable assets of CGI; and (iv) any information with respect to the Software is confidential and proprietary to CGI.

B. Neither the City nor Contractor may permit the duplication, reproduction, or copying of the Software or permit the Software to be made available for any purpose to any third party whatsoever, except as expressly authorized by this Access Agreement or the License Agreement, without the prior written consent of CGI. Contractor agrees not to disassemble, decompile, or reverse engineer

the Software for its own purposes or that of any third party. Contractor further agrees not to use the Software for its own benefit or the benefit of any third party.

C. The City may permit Contractor to have access to the Software, but solely to the extent necessary and for the exclusive purpose of permitting Contractor to perform the Services, and subject to the provisions of this Access Agreement and the License Agreement.

D. In no event may the original or any copies of the Software leave the permitted site(s) designated in the License Agreement without the prior written approval of CGI, which CGI will not unreasonably withhold.

E. Contractor will not disclose the Software to any third party without CGI's prior written approval. Contractor further agrees to limit disclosure of the Software to those of Contractor's employees who are identified on Exhibit A ("Permitted Employees") and who have a need to know in order for Contractor to perform its obligations under the Services Agreement. Prior to gaining access to the Software, each Permitted Employee must execute a legally binding written agreement with Contractor ("Employee Agreement"). The Employee Agreement must (A) subject the Permitted Employee to the obligations and representations set forth in this Access Agreement, (B) acknowledge CGI's rights in the Software, and (C) name CGI as an express intended third party beneficiary.

F. As an inducement to CGI to enter into this Access Agreement, Contractor agrees that, during the period specified below, neither it nor any of its employees, including the Permitted Employees, will (A) divulge or otherwise disclose to third parties knowledge of the Software which was gained as a result of access to the Software and related information that is of a confidential, proprietary or trade secret nature; nor (B) use any residual knowledge specific to the Software or related materials (e.g. ideas, impressions, concepts and know-how) gained from access to such Software and related materials, to create competitive solutions either internally or for a third party. The foregoing restrictive covenants will apply to each Permitted Employee during the time such Permitted Employee has access to the Software or related CGI materials and for a period of five years after the Permitted Employee last had access to the Software or related CGI materials. Contractor acknowledges and agrees that the restrictive covenants set forth in this paragraph are reasonable and that its failure to comply strictly with any of them will entitle CGI to terminate this Access Agreement for cause immediately upon written notice to Contractor and the City.

G. The foregoing obligation does not apply to any information related to the Software which is (a) already known to the Contractor or its Permitted Employees at the time of their receipt of such information or access to the Software, (b) disclosed to the Contractor or its Permitted Employees by a third party who had the right to make such disclosure without any confidentiality restrictions, (c) through no fault of the Contractor or its Permitted Employees, has become generally available to the public, or (d) is independently developed by the Contractor or its Permitted Employees without access to, or use of, the Software.

H. The provisions of this section 2 shall remain in full force and effect and otherwise survive the expiration or termination of this Access Agreement.

3. EXCLUSION OF WARRANTIES

NO WARRANTIES OR REMEDIES PROVIDED BY CGI TO THE CITY UNDER THE LICENSE AGREEMENT ARE MADE AVAILABLE TO OR INURE TO THE BENEFIT OF CONTRACTOR. NOTHING IN THIS ACCESS AGREEMENT MAY BE CONSTRUED AS CREATING ANY REPRESENTATION, OBLIGATION, OR WARRANTY ON THE PART OF CGI. AS BETWEEN CGI AND CONTRACTOR, THE SOFTWARE IS AS-IS AND WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

4. LIMITATION OF LIABILITY

A. CGI WILL HAVE NO LIABILITY TO THE CITY OR CONTRACTOR FOR ANY CLAIMS BY EITHER OF THEM ARISING OUT OF OR RELATING TO THIS ACCESS AGREEMENT.

B. In no event will CGI be liable for: (1) any damages caused by the failure of Contractor, the City or their respective affiliates or suppliers to perform any of their responsibilities; (2) any claims or damages arising out of or related to modifications made to the Software by Contractor or the use of any portions of the Software that have been modified by Contractor; (3) any claims or demands of third parties arising out of this Access Agreement; or (4) any lost profits, loss of business, loss of use, lost savings or other consequential, special, incidental, indirect, exemplary or punitive damages arising out of this Access Agreement, even if CGI has been advised of the possibility of such damages.

C. Contractor will, at its own expense, settle or defend CGI in all claims or actions by third parties arising out of or relating to the Services or to Contractor's use of or inability to use the Software and Documentation and will pay all settlements, costs, damages, and legal fees and expenses finally awarded.

D. Nothing in this Access Agreement limits the obligations of CGI to the City under the License Agreement, Maintenance Agreement and Services Agreement.

5. GENERAL

A. The City, CGI and Contractor agree and affirm that the terms of the License Agreement will be and remain in full force and effect. Nothing in this Access Agreement relieves the City of any of its obligations under the License Agreement.

B. Both Contractor and the City agree to comply fully will all relevant export laws and regulations of the United States to ensure that no information or technical data provided pursuant to this Access Agreement is exported or re-exported directly or indirectly in violation of law.

C. Contractor may not assign or otherwise transfer this Access Agreement without the prior written consent of CGI. Any purported assignment in violation of the preceding sentence will be void and of no effect. This Access Agreement will be binding upon the parties' respective successors and permitted assigns.

D. Any notice or other communication required or permitted to be made or given by any party pursuant to this Access Agreement will be deemed to have been duly given: (i) five (5) business days after the date of mailing if sent by registered or

certified U.S. mail, postage prepaid, with return receipt requested; (ii) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of such facsimile is promptly sent by another means specified in this section; or (iii) when delivered if delivered personally or sent by express courier service. All notices will be sent to the receiving party with a copy to the other party at their respective addresses as set forth below or at such other address as any such party will have specified in a notice given in accordance with this section:

In the case of the City:	With a copy to:
_____ _____ _____ Attn: _____ Phone:_____ Fax: _____ E-Mail: _____	_____ _____ _____ Attn: _____ Phone:_____ Fax: _____ E-Mail: _____
In the case of CGI:	With a copy to:
CGI Technologies and Solutions Inc. 11325 Random Hills Road Fairfax, Virginia 22033 Attn: Fax: Phone: E-Mail:	CGI Technologies and Solutions Inc. 11325 Random Hills Road Fairfax, Virginia 22033 Attn: Fax: Phone: E-Mail:
In the case of Contractor:	With a copy to:
_____ _____ _____ Attn: _____ Phone:_____ Fax: _____ E-Mail: _____	_____ _____ _____ Attn: _____ Phone:_____ Fax: _____ E-Mail: _____

E. This Access Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all other prior or contemporaneous communications between the parties (whether written or oral) relating to the subject matter of this Access Agreement. This Access Agreement may be modified or amended solely in a writing signed by all parties.

F. This Access Agreement will be governed by the laws of the State of California, without regard to any provision of California law that would require or permit the application of the substantive law of any other jurisdiction.

G. The provisions of this Access Agreement shall be deemed severable, and the unenforceability of any one or more provisions shall not affect the enforceability of any other provisions. In addition, if any provision of this Access Agreement, for any reason, is declared to be unenforceable, the parties shall substitute an enforceable provision that, to the maximum extent possible in accordance with

applicable law, preserves the original intentions and economic positions of the parties.

H. No failure or delay by either party in exercising any right, power or remedy will operate as a waiver of such right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving party. If either party waives any right, power or remedy, such waiver will not waive any successive or other right, power or remedy the party may have under this Access Agreement.

I. Any provision of this Access Agreement that imposes or contemplates continuing obligations on a party will survive the expiration or termination of this Access Agreement, including but not limited to sections 2, 3 and 4.

Each party has caused its authorized representative to execute this Agreement as of the Effective Date.

CGI Technologies and Solutions Inc. (CGI)
By:_____
Name:_____
Title:_____
Date:_____

City of Los Angeles
By:_____
Name:_____
Title:_____
Date:_____

_____
(Contractor)
By:_____
Name:_____
Title:_____
Date:_____

EXHIBIT A – PERMITTED EMPLOYEES
CGI TECHNOLOGIES AND SOLUTIONS INC.
Third Party Access Agreement

APPENDIX 3

CGI Technologies and Solutions Inc.
Proprietary Software License Agreement

Third Party License Agreements

ADOBE END USER SOFTWARE LICENSE

NOTICE TO USER: THIS LICENSE AGREEMENT GOVERNS YOUR USE OF BOTH THE EVALUATION AND NON-EVALUATION VERSIONS OF THE ADOBE SOFTWARE ACCOMPANYING IT. BEFORE OPENING THE PACKAGE CONTAINING THE ADOBE SOFTWARE, CLICKING TO "ACCEPT" DURING REVIEW OF THIS LICENSE, DOWNLOADING, INSTALLING OR USING THE SOFTWARE, PLEASE CAREFULLY READ THIS AGREEMENT, WHICH CONTAINS THE TERMS UNDER WHICH YOU ("LICENSEE") ARE ACQUIRING A LICENSE TO USE THE ACCOMPANYING ADOBE SOFTWARE. IF LICENSEE DOES NOT ACCEPT THE TERMS OF THIS AGREEMENT, PLEASE DO NOT OPEN THE ACCOMPANYING SOFTWARE, CLICK TO "ACCEPT" DURING REVIEW OF THIS LICENSE, DOWNLOAD, INSTALL OR USE THE SOFTWARE, AND PROMPTLY RETURN (IF APPLICABLE) THE UNOPENED OR UNINSTALLED SOFTWARE TO THE PLACE AT WHICH LICENSEE ACQUIRED IT FOR A FULL REFUND OF ANY LICENSE FEE PAID. IF LICENSEE OPENS THE ACCOMPANYING SOFTWARE, CLICKS TO "ACCEPT" DURING REVIEW OF THIS LICENSE DOWNLOADS, INSTALLS OR USES IT, LICENSEE WILL BE ACQUIRING A LICENSE TO USE THE ADOBE SOFTWARE PRODUCT IN OBJECT CODE FORM, INCLUDING ANY RELATED PRINTED OR ELECTRONIC DOCUMENTATION (COLLECTIVELY THE "PROGRAM"), ONLY IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, AND LICENSEE WILL BE CONSIDERED TO HAVE ACCEPTED AND AGREED TO THE TERMS OF THIS AGREEMENT.

THIS END USER SOFTWARE LICENSE AGREEMENT SUPERCEDES ANY ELECTRONIC LICENSE AGREEMENT FROM ADOBE SHIPPED ON THE SOFTWARE CD OR DISPLAYED DURING THE INSTALLATION OF THE SOFTWARE. NOTWITHSTANDING THE FOREGOING, IF YOU RECEIVED THE ADOBE SOFTWARE AS PART OF A NEGOTIATED LICENSE AGREEMENT OR VOLUME LICENSING AGREEMENT WITH ADOBE, THE TERMS OF SUCH NEGOTIATED LICENSE AGREEMENT OR VOLUME LICENSING AGREEMENT SHALL SUPERCEDE THE TERMS OF THIS AGREEMENT AND ANY ELECTRONIC LICENSE AGREEMENT FROM ADOBE SHIPPED ON THE SOFTWARE CD OR DISPLAYED DURING THE INSTALLATION OF THE SOFTWARE.

IN THE EVENT THAT A SYSTEM INTEGRATOR, CONSULTANT, CONTRACTOR OR OTHER PARTY BREAKS THE SEAL FOR LICENSEE, OR USES OR INSTALLS THE SOFTWARE ON LICENSEE'S BEHALF PRIOR TO LICENSEE'S USE OF THE SOFTWARE, SUCH SYSTEM INTEGRATOR, CONSULTANT, CONTRACTOR OR OTHER PARTY WILL BE DEEMED TO BE LICENSEE'S AGENT ACTING ON LICENSEE'S BEHALF AND LICENSEE WILL BE DEEMED TO HAVE ACCEPTED ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AS IF LICENSEE HAD BROKEN THE SEAL OR USED OR INSTALLED THE SOFTWARE.

NOTICE TO SYSTEM INTEGRATORS, CONSULTANTS, CONTRACTORS AND OTHER PARTIES WHO DO NOT INTEND TO BE END USERS OF THE SOFTWARE: IF YOU BREAK THE SEAL, USE OR INSTALL THE SOFTWARE AS AN AGENT ACTING ON BEHALF OF THE LICENSEE, THEN, UNLESS YOU HAVE ENTERED INTO A SEPARATE AGREEMENT WITH ADOBE, (I) YOU AGREE TO DELIVER THE TANGIBLE MEDIA CONTAINING THE SOFTWARE AND THIS LICENSE AGREEMENT TO THE LICENSEE PRIOR TO PROVIDING THE LICENSEE ACCESS TO THE SOFTWARE, AND (II) YOU AGREE THAT YOU WILL NOT RETAIN ANY COPIES OF THE SOFTWARE. OTHERWISE, YOU WILL BE DEEMED TO BE THE USER OF THE SOFTWARE AND BOUND BY THE TERMS OF THIS AGREEMENT.

1. Definitions

"Adobe" means Adobe Systems Incorporated, a Delaware corporation, 345 Park Avenue, San Jose, California 95110, USA, if subsection 13(a) of this Agreement applies; otherwise it means Adobe Systems Software Ireland Limited, Unit 3100, Lake Drive, City West Campus, Saggart D24, Dublin, Republic of Ireland, a company organized under the laws of Ireland and an affiliate and licensee of Adobe Systems Incorporated. Adobe is the successor in interest to Accelio Corporation and all references in the Program to Accelio Corporation or JetForm Corporation shall mean Adobe.

"CPU" means a single central processing unit within a computer.

"*Development Environment*" means Licensee's technical environment in which Licensee uses the Program for testing and development purposes only.

"*Development Server*" means a network server within Licensee's Development Environment that contains one or more CPUs.

"*Disaster Recovery Environment*" means Licensee's technical environment designed solely to allow Licensee to respond to an interruption in services due to an event, beyond Licensee's control, that creates an inability on

Licensee's part to provide critical business functions for a material period of time.

"*Effective Date*" means, unless otherwise specified in the Agreement, the date upon which Licensee acquires a license to use the Program.

"*Electronic Gateway*" means an electronic password or other electronic security measure that allows authorized Licensee employees access to the Program, but prevents other third party access.

"*Evaluation Software*" means an evaluation, tryout, product sampler, or not for resale copy of the Program.

"*Extranet"* means a network that uses secured TCP/IP technology to link Licensee and other selected entities to facilitate private business communications.

"Handheld Application" means one (1) .xft form template related to a single business process deployed on Windows CE devices.

"*Individual*" means a natural person (i.e., not a corporation or other legal entity).

"*Internet*" means the collection of computer networks connected by means of a common communications protocol commonly known as TCP/IP.

"*Intranet*" means a network used within Licensee's enterprise (which may include secured TCP/IP technology connections), which network may include servers in the control of third parties whose principal business is providing such server outsourcing and which network has the purpose of sharing information and computing resources among Users.

"*Location*" means a geographical location where Licensee normally carries on business at which Users are accessing the Program through either a) Licensee's local area network contained within such geographical location or b) an Electronic Gateway using the Internet, an Intranet or an Extranet, for Licensee's own internal business purposes.

"*Production Environment*" means Licensee's technical environment in which Licensee uses the Program for its business purposes.

"*Program*" means the Adobe software, including Evaluation Software, in object code form only, and any related printed or electronic documentation.

"*Server*" means a network server that contains one CPU.

"*Users*" means any Individual who is authorized by Licensee to access and use the Program for Licensee's own internal business purposes.

"*Workstation*" means a computer workstation or personal computer that allows the Program to only be accessed by a single processor and that is not used as a network server.

2. Grant of License

If the Program you have received with this license is Evaluation Software, Adobe grants to Licensee a license to use the Program in accordance with Section 2A, and Section 2B does not apply. If the Program you have received with this license is not Evaluation Software, Adobe grants to Licensee a license to use the Program in accordance with Section 2B, and Section 2A does not apply.

2A. Evaluation Software

Subject to the terms of this Agreement, Adobe grants to Licensee a non-exclusive, non-transferable, limited and restricted license to use the Program as follows strictly for Licensee's own internal evaluation purposes only and only for a period not to exceed sixty (60) days from the date the Program is acquired by Licensee.

Licensee may:

(a) install and use the Program, solely for the purpose of evaluation, on a single Workstation; or

(b) if the Program is *Adobe Accelio Present Central™*, *Adobe Accelio Present Central Pro™*, *Adobe Accelio Integrate Suite™*, *Adobe Accelio Integrate InTempo™*, *Adobe Accelio Integrate EAI Tools™*, *Adobe Accelio Capture Suite™*, any *Adobe Accelio Present Web Output Pak™*, or any *Adobe Accelio Present Output Pak™*, install and use the Program, solely for the purpose of evaluation, on a single local area network server to be accessed by the Workstations directly connected to that server; or

(c) if the Program is *Adobe Accelio Capture Classic FormFlow Starter Kit™*, install and use the Program (i) on a single Workstation and for each license Licensee acquires for *Adobe Accelio Capture Classic FormFlow Starter Kit™*, Licensee may also install and use, solely for the purpose of evaluation, each of the Development Filler and Administrator components of such respective Program on three (3) separate Workstations; and

(d) make one (1) additional copy of the Program in machine readable form for backup purposes only, provided Licensee include any and all Adobe copyright notices or other designations that appear or may appear in or on the Program, without alteration or removal of any such copyright or other notice on the original copy of the Program.

2B. Non-Evaluation Software

In consideration of the payment of the license fee for the Program, subject to the terms of this Agreement, Adobe grants to Licensee a non-exclusive, non-transferable, limited and restricted license to use the Program for Licensee's own internal business purposes as follows:

Licensee may:

(a) if the Program is *Adobe Accelio Present Central™* or *Adobe Accelio Present Central Pro™*, install and use the Program on a single local area network or wide area network to which, collectively, no more than the number of Servers, Locations and/or CPUs indicated herein, as applicable, have access to the Program or its output, regardless of whether the Program has been installed on such Servers and/or CPUs or at such

Locations, provided that for each Server license, Licensee may only allow a single Location to access and use the Program or its output;

(b) if the Program is *Adobe Accelio Present Central Workstation Edition™*, *Adobe Accelio Capture Classic FormFlow Filler™*, *Adobe Accelio Capture Standard Client™* or *Adobe Accelio Capture Advanced Client™*, install and use the Program (i) on a single Workstation; or (ii) if an alternate number of Workstations has been indicated herein, on single Workstations up to the number of Workstations so indicated;

(c) if the Program is *Adobe Accelio Present Output Pak™* for use with Oracle® software, install and use the Program in conjunction with Oracle® software only and only on a single local area network or wide area network to which, collectively, no more than the number of Server(s) and/or User(s) indicated herein have access to the Program or its output, regardless of whether the Program has been installed on such Server(s), provided that (i) the one (1) copy of the *Adobe Accelio Present Central Pro™* product included with such Program be used in accordance with this Agreement and on a single Server; and (ii) where the Program has been licensed on a Server basis, that the Program only be installed and used on Servers that also have properly licensed copies of *Adobe Accelio Present Central Pro™* installed upon them;

(d) if the Program is *Adobe Accelio Present Output Pak™* for use with SAP™ software, install and use the Program in conjunction with SAP™ software only and only on a single local area network or wide area network to which, collectively, no more than the number of Server(s) and/or User(s) indicated herein have access to the Program or its output, regardless of whether the Program has been installed on such Server(s) provided that the one (1) copy of the *Adobe Accelio Present Central Pro™* product, included with such Program, be used in accordance with this Agreement and on a single Server and (ii) where the Program has been licensed on a Server basis, that the Program only be installed and used on Servers that also have properly licensed copies of *Adobe Accelio Present Central Pro™* installed upon them;

(e) if the Program is *Adobe Accelio Present Web Output Pak™ Adobe Accelio Present Web Output Pak™* for use with SAP™ software, *Adobe Accelio Capture Enterprise Server™* or *Adobe Accelio Capture Suite™*, install and use the Program (i) on a single CPU; or (ii) if an alternate number of CPUs has been indicated herein, on single CPUs up to the number of CPUs so indicated provided that if a network server contains more than one CPU, that Licensee secures proper licenses for all CPUs within the applicable network server;

(f) if the Program is *Adobe Accelio Present Print Import™*, install and use the Program as follows: (i) install and use the Print Import Converter component of the Program on a single local area network or wide area network to which, collectively, no more than the number of Server(s)indicated herein have access to the Program or its output, regardless of whether the Program has been installed on such Server(s); and (ii) install and use the Print Import Designer component of the Program on single Workstations up to the number of Server(s) indicated herein;

(g) if the Program is *Adobe Accelio Capture Designer™*, *Adobe Accelio Present Classic Design™*, *Adobe Accelio Present Output Designer™*, *Adobe Accelio Integrate InTempo Designer™* or *Adobe Accelio Integrate Designer™*, install and use the Program (i) on a single Workstation; or (ii) if an alternate number of Workstations has been indicated herein, on single Workstations up to the number of Workstations so indicated;

(h) if the Program is *Adobe Accelio Present Forms Pak™* for PeopleSoft® Student Administration, install and use the Program on a single local area network or wide area network to which, collectively, no more than the number of Servers indicated herein have access to the Program or its output, regardless of whether the Program has been installed on such Servers, provided each Server on which the Program is installed also has one (1) properly licensed version of PeopleSoft Student Administration installed;

(i) if the Program is *Adobe Accelio Present Forms Pak™* for PeopleSoft® Grants, install and use the Program on a single local area network or wide area network to which, collectively, no more than the number of Servers indicated herein have access to the Program or its output, regardless of whether the Program has been installed on such Servers, provided each Server on which the Program is installed also has one (1) properly licensed version of PeopleSoft® Grants installed;

(j) if the Program is *Adobe Accelio Capture Handheld Client™*, install and use the Program on a single Workstation up to the number of Workstations indicated herein and on a single handheld personal computer up to the number of Workstations indicated herein;

(k) if the Program is *Adobe Accelio Capture Web Module™, Adobe Accelio Capture Standard Module™* or *Adobe Accelio Capture Handheld Module™*, install and use the Program (i) on a single CPU; or (ii) if an alternate number of CPUs has been indicated herein, on single CPUs up to the number of CPUs so indicated provided that (iii) if a network server contains more than one CPU, that Licensee secures proper licenses for all CPUs within the applicable network server, and (iv) each CPU on which the Program is installed also has a properly licensed version of *Adobe Accelio Capture Enterprise Server™* installed upon it;

(l) if the Program *Adobe Accelio Capture Classic FormFlow Starter Kit™*, install and use the Program (i)

on a single Workstation; or (ii) if an alternate number of Workstations has been indicated herein, on single Workstations up to the number of Workstations so indicated, and for each single Workstation license Licensee acquires for *Adobe Accelio Capture Classic FormFlow Starter Kit*™ respectively, Licensee may also install and use each of the Development Filler and Administrator components of such respective Program on three (3) separate Workstations;

(m) if the Program is *Adobe Accelio Integrate InTempo*™ or *Adobe Accelio Integrate Suite*™, either install and use (i) each of the Agent and Web Access components on a single CPU or if an alternate number of CPUs has been indicated herein, on single CPUs up to the number of CPUs so indicated provided that if a network server contains more than one CPU, that Licensee secures proper licenses for all CPUs within the applicable network server, or (ii) the Program on a single local area network or wide area network to which, collectively, no more than the number of Users indicated herein have access to the Program or its output;

(n) if the Program is *Adobe Accelio Integrate EAI Tools*™, install and use the Program on either (i) a single CPU, or if an alternate number of CPUs has been indicated herein, on single CPUs up to the number of CPUs so indicated, to a maximum of eight CPUs per computer, provided that if a network server contains more than one CPU, that Licensee secures proper licenses for all CPUs within the applicable network server;

(o) if the Program is a Development Environment version of any Program, install and use the Program only in Licensee's Development Environment and only on one of the following, as applicable: either (i) a single Development Workstation, or if an alternate number of Development Workstations is indicated herein, up to the number of Development Workstations so indicated; or on a single local area network Server to which, collectively, no more than the number of Development Workstations so indicated have access to the Program; or (b)(ii) a single local area network or wide area network to which, collectively, no more than the number of Development Server(s) indicated herein have access to the Program or its output, regardless of whether the Program has been installed on such Development Server(s); or (iii) on a single computer with a single Development CPU or on a single computer with multiple Development CPUs up to the number of Development CPUs indicated herein, provided that if a network server contains more than one CPU, that Licensee secures proper licenses for all CPUs within the applicable network server;

(p) if, in accordance with the terms and conditions of this Agreement, the Program, in whole or in part, may be accessed and/or used over a third-party's network/hardware and/or all or a portion of the Program is transmitted over the Internet, subject to the terms and conditions of this Agreement, Adobe grants to Licensee, a non-exclusive, non-transferable, limited and restricted license to install the Program as indicated herein and allow only Users / Locations up to the maximum number of Users / Locations indicated herein, the ability to access and use the Program for Licensee's own internal business purposes, with such license(s) remaining in force so long as (i) Licensee is not in breach of this Agreement; (ii) Licensee abides by the specific use restriction on the number of Users / Locations so that the aggregate number of Users / Locations is no more than the total number of Users / Locations indicated herein; (iii) an Electronic Gateway is in place and in good working order, at all times that the Program is accessible by such Users or at such Locations; and (iv) Adobe has specifically authorized such external use of the Program. If the number of Users / Locations is not indicated herein, Licensee shall not allow the Program to be accessed and/or used over a third-party's network/hardware and/or allow all or a portion of the Program to be transmitted over the Internet. If Licensee or Adobe has reasonable grounds to believe that a User is not in compliance with the terms and conditions of this Agreement, such party shall notify the other of such belief and Licensee shall immediately terminate that User's access to the Program. Licensee may only reinstate that User's access to the Program with Adobe's prior written consent, which shall not be unreasonably withheld or delayed; and

(q) make one (1) additional copy of the Program in machine readable form for backup purposes only, provided Licensee include any and all Adobe copyright notices or other designations that appear or may appear in or on the Program, without alteration or removal of any such copyright or other notice on the original copy of the Program.

(r) install and use the Program within Licensee's Disaster Recovery Environment, provided that such use is not for any other purpose other than disaster recovery. For greater clarity, without limitation, Licensee may not use the Program within Licensee's Disaster Recovery Environment for production, pilot or testing purposes, other than to ensure that the Program within Licensee's Disaster Recovery Environment is capable of replacing the primary usage of the Program within Licensee's Production and/or Development Environment.

Where no number of Server(s), Workstation(s), Locations, Users or Development Servers (together, the "License Limitations"), as applicable, has been indicated herein, or the Program is not specifically mentioned in this Section 2B, respecting the applicable Program, the license granted to the applicable Program shall be for a single Workstation only. Notwithstanding the foregoing, where no License Limitations and/or Programs are listed herein, but the listed Programs and/or License Limitations are indicated within

an applicable purchase order issued by Licensee to Adobe, or in any other documentation employed by or on behalf of either party in connection with the subject matter of this Agreement, then upon acceptance of such purchase order or other documentation by the other party, such purchase order or documentation shall be determinative of the License Limitations and the Programs licensed hereunder. For greater certainty, no terms or conditions from any such purchase order or other document, other than those identifying the Products and the License Limitations, shall be of any force and effect, in accordance with Section 15.

Where Adobe has agreed to license the Program to Licensee on the basis of Locations, Licensee will be licensed to use the Program, subject to the terms of this Agreement, at the Locations as they exist at the Effective Date. Should the character of any of the Locations (including, but not limited to, processing performed at the Location or number of employees working at such Location) materially change in Adobe's opinion acting reasonably, Licensee shall seek Adobe's written consent prior to allowing such altered/new Location(s) to access and use the Program.

Where a User is not an employee of Licensee, i) Licensee shall be responsible for ensuring that any such User fully complies with the terms of this Agreement as they relate to the use of the Program on the same basis as applies to Licensee; ii) use by such User shall only be in relation to Licensee's internal business purposes as restricted herein; and iii) Licensee shall remain fully liable for any and all acts or omissions by such User, related to this Agreement

3. Exclusions

Except as expressly authorized under this Agreement, Licensee is prohibited from doing any of the following things to the fullest extent permitted by law:

(a) sublease, lease, assign, sell, resell, license, re-license, distribute, rent, export, re-export, permit concurrent use of or grant other rights in the Program;
(b) provide use of the Program in a computer service business, third party outsourcing facility or service, service bureau arrangement, network, time sharing or interactive cable television arrangement to users who are not properly licensed by Adobe;
(c) transfer this Agreement or any license to use the Program;
(d) translate, reverse engineer, modify, adapt, create derivative works, decompile, merge, separate or disassemble any part of the Program;
(e) if the Program is *Adobe Accelio Present Output Pak*™ for use with either SAP™ or Oracle® software, use the Program with *Adobe Accelio Present Central*™ or on any computer that does not have *Adobe Accelio Present Central Pro*™ installed upon it.;
(f) if the Program is a Development Environment version of the Program, use the Program in any other environment except Licensee's Development Environment (i.e. where the Program is a Development Environment version, the Program shall not be used in a Production Environment);
(g) if the Program is *Adobe Accelio Present Classic Design*™, *Adobe Accelio Present Output Designer*™, *Adobe Accelio Capture Designer*™, *Adobe Accelio Integrate InTempo Designer*™ or *Adobe Accelio Integrate Designer*™, use the forms or applets created using the Program except with Adobe solutions properly licensed to Licensee;
(h) if the Program is *Adobe Accelio Capture Standard Module*™ , (i) use the Program with any separately licensed third-party ActiveX controls and (ii) the .xft form templates must be accessed from the Adobe Accelio Capture Enterprise Server;
(i) if the Program is *Adobe Accelio Capture Standard Client*™, use the Program with any separately licensed third-party ActiveX controls;
(j) if the Program is *Adobe Accelio Capture Handheld Module*™, use the Program to create and use more than one (1) Handheld Application; or
(k) if the Program is *Adobe Accelio Integrate EAI Tools*™, transfer the Program to a computer different from the computer to which the Program was originally node locked;
(l) demonstrate, test, examine, evaluate or otherwise use Evaluation Software in a live operating/production environment or with data that has not been sufficiently backed up;
(e) disclose the results of any benchmark test of Evaluation Software to any third party, without Adobe's prior written approval.

4. Ownership

The Program is licensed, not sold. All intellectual property rights, including all copyrights and patent rights, in and to the Program shall, at all times, remain with Adobe or its licensors. Licensee shall acquire no right whatsoever to all or any part of the Program except the right to use the Program in accordance with the terms of this Agreement and Adobe and its licensors reserve all rights not expressly granted to Licensee. Physical copies of the Program remain the property of Adobe. Licensee must fully reproduce any copyright or other notice marked on any part of the Program on all authorized copies and must not alter or remove any such copyright or other notice.

5. Audit

Adobe may, at its expense, appoint an independent third party to audit no more than once annually the number of copies of the Program in use by Licensee or its Contracting Party(ies). Any such audit shall be conducted during regular business hours at Licensee's offices and shall not unreasonably interfere with Licensee's business activities. If such audit shows that Licensee is using a greater number of copies of the Program than that indicated herein,

Licensee shall pay the applicable fees for such additional copies within thirty (30) days of invoice, with such underpaid fees being the license fees as per Adobe's then-current, country specific, price list. If underpaid fees are in excess of five percent (5%) of the value of the fees paid under this Agreement, then Licensee shall pay such underpaid fees and Adobe's reasonable costs of conducting the audit.

6. Limited Warranty

Licensee is entitled to Adobe's 90-Day Free Warranty from the date that Licensee acquired Licensee's copy of the Program.

For the period ending ninety (90) days from the date Licensee acquires the Program, Adobe warrants that: (a) the media on which Adobe has supplied the Program are not defective and the Program is properly recorded on them; (b) any users manuals, whether in electronic or paper media, provided by Adobe with the Program are substantially complete; and (c) the Program functions substantially as described in the accompanying users manuals. Notice of breach of the 90-Day Free Warranty must be received within the warranty period. Licensee's sole and exclusive remedy under this limited warranty and Adobe's sole obligation is to return the Program for replacement within the warranty period, and if the problem persists following such replacement to require a full refund of license fees paid hereunder provided Licensee purges all copies of the Program and related materials from all computer systems on which it was stored and returns to Adobe all physical copies of the Program and related materials. Adobe shall have no responsibility for the Program and this warranty shall be void if (a) the Program has been altered in any way; (b) the media has been damaged by accident, abuse or misapplication; (c) the problem arises out of use of the Program other than as intended as set out in the user manual; or (d) the problem arises out of use of the Program in conjunction with software or hardware for which it is not intended to be used as set out in the user manual. **THE WARRANTIES IN THIS AGREEMENT GIVE LICENSEE SPECIFIC LEGAL RIGHTS. LICENSEE MAY HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION.**

7. Disclaimer

THE FOREGOING LIMITED WARRANTY STATES THE SOLE AND EXCLUSIVE REMEDIES FOR ADOBE'S OR ITS SUPPLIER'S BREACH OF WARRANTY. ADOBE AND ITS SUPPLIERS DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE. EXCEPT FOR THE FOREGOING LIMITED WARRANTY, AND FOR ANY WARRANTY, CONDITION, REPRESENTATION OR TERM TO THE EXTENT TO WHICH THE SAME CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE TO YOU IN YOUR JURISDICTION, ADOBE AND ITS SUPPLIERS MAKE NO WARRANTIES, CONDITIONS, REPRESENTATIONS OR TERMS, EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE AS TO ANY OTHER MATTERS, INCLUDING BUT NOT LIMITED TO NON-INFRINGEMENT OF THIRD PARTY RIGHTS, INTEGRATION, SATISFACTORY QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE. NO ADOBE AGENT, REPRESENTATIVE, OR DEALER IS AUTHORIZED TO MODIFY, EXTEND OR ADD TO THIS WARRANTY ON BEHALF OF ADOBE. The provisions of Section 7 and Section 8 shall survive the termination of this Agreement, howsoever caused, but this shall not imply or create any continued right to use the Program after termination of this Agreement.

8. Limitation of Liability

THE ENTIRE RISK, AS TO THE RESULTS AND PERFORMANCE OF THE PROGRAM, IS ASSUMED BY LICENSEE. TO THE GREATEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), CONTRACT OR OTHERWISE, SHALL ADOBE, ITS AGENTS, REPRESENTATIVES OR LICENSORS BE LIABLE TO LICENSEE OR ANY OTHER PERSON OR ENTITY FOR ANY LOSS OF USE, REVENUE OR PROFIT, LOST OR DAMAGED DATA, OR OTHER COMMERCIAL OR ECONOMIC LOSS OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE FORESEEABLE. THE MAXIMUM AGGREGATE LIABILITY OF ADOBE AND ITS AGENTS, REPRESENTATIVES AND LICENSORS IN ANY CONNECTION WITH THIS AGREEMENT OR THE PROGRAM, WHETHER IN TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), CONTRACT OR OTHERWISE SHALL NOT EXCEED THE LICENSE FEES PAID BY LICENSEE TO ADOBE UNDER THIS AGREEMENT. THIS LIMITATION SHALL APPLY EVEN IN THE EVENT OF A FUNDAMENTAL BREACH OR A BREACH OF THE FUNDAMENTAL TERMS OF THIS AGREEMENT.

9. Term

Subject to the terms and conditions of this Agreement, the license granted under this Agreement shall remain in effect until Licensee ceases all use of the Program and provides written notice to Adobe of same. Adobe may terminate this Agreement due to Licensee's failure to comply with any of

the provisions of this Agreement if after thirty (30) days written notice such failure remains uncured. Upon termination by Licensee or Adobe, Licensee agrees to promptly purge all copies of the Program from all computer systems on which it was stored, return to Adobe all physical copies of the Program and any other confidential information, and make immediate payment of any outstanding fees owed to Adobe.

10. Disclaimer and Term for Evaluation Software

Notwithstanding Section 6 of this Agreement, to the maximum extent permitted by applicable law, LICENSEE ACKNOWLEDGES AND AGREES THAT ADOBE IS LICENSING THE EVALUATION SOFTWARE ON AN "AS IS" BASIS, SOLELY AS A DEMONSTRATION MODEL WITHOUT WARRANTY, CONDITION OR TERM OF ANY KIND, EITHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, LACK OF VIRUSES, NON-INFRINGEMENT, AND/OR RESULTS.

Notwithstanding Section 9 of this Agreement, if you received Evaluation Software, this License shall terminate at the end of the sixty (60) day evaluation period contemplated in Section 2A. LICENSEE ACKNOWLEDGES AND AGREES THAT THE EVALUATION SOFTWARE FUNCTIONS FOR A LIMITED PERIOD OF TIME, AND NOTICE OF EXPIRATION MAY NOT ACTIVELY BE GIVEN. PLAN FOR THE EXPIRATION DATE AND MAKE A COPY OF AND REMOVE IMPORTANT DATA BEFORE EXPIRATION. Adobe may terminate this Agreement due to Licensee's failure to comply with any of the provisions of this Agreement concerning Evaluation Software immediately upon written notice of such failure. Within fifteen (15) days after the end of such evaluation period, Licensee shall return to Adobe or destroy the Evaluation Software and all copies of it made by Licensee, and Licensee will purge it from all computer systems on which it was stored. For use of the Evaluation Software after the sixty (60) day evaluation period, Licensee will need to acquire a validly licensed copy of the non-evaluation version of the Program.

11. U.S. Government End Users

Notice to U.S. Government End Users. The Program and documentation are "Commercial Item(s)," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §§227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States. Adobe Systems Incorporated, 345 Park Avenue, San Jose, CA 95110-2704, USA.

U.S. Government Licensing of Adobe Technology. You agree that when licensing Adobe Program for acquisition by the U.S. Government, or any contractor therefore, you will license consistent with the policies set forth in 48 C.F.R. §12.212 (for civilian agencies) and 48 C.F.R. §§227-7202-1 and 227-7202-4 (for the Department of Defense). For U.S. Government End Users, Adobe agrees to comply with all applicable equal opportunity laws including, if appropriate, the provisions of Executive Order 11246, as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 (38 USC 4212), and Section 503 of the Rehabilitation Act of 1973, as amended, and the regulations at 41 CFR Parts 60-1 through 60-60, 60-250, and 60-741. The affirmative action clause and regulations contained in the preceding sentence shall be incorporated by reference in this Agreement.

12. Export/Import Restrictions

Licensee represents and warrants that (a) no relevant agency has suspended, revoked or denied Licensee's export and/or import privileges; (b) Licensee is not located in or under the control of a national or resident of, a jurisdiction where this transaction is prohibited; and (c) Licensee shall not, in any manner whatsoever, either remove, convey, export, import or transmit the Program from or to Licensee's jurisdiction in violation of the applicable laws and regulations.

13. Governing Law

This Agreement will be governed by and construed in accordance with the substantive laws in force in: (a) the State of California, if a license to the Program is purchased when you are in the United States, Canada, or Mexico; or (b) Japan, if a license to the Program is purchased when you are in Japan, China, Korea, or other Southeast Asian country where all official languages are written in either an ideographic script (e.g., hanzi, kanji, or hanja), and/or other script based upon or similar in structure to an ideographic script, such as hangul or kana; or (c) Ireland, if a license to the Program is purchased when you are in any other jurisdiction not described above. This Agreement will not be governed by: (i) the principles of conflicts of law and that body of law applicable to choice of law; (ii) the United Nations Convention on Contracts for the International Sale of Goods, and/or its implementing and/or successor legislation and/or regulations; and/or (iii) the Uniform Computer Information Transactions Act and/or its implementing and/or successor legislation and/or

regulations, as applicable respectively. The respective courts of Santa Clara County, California when California law applies, Tokyo District Court in Japan, when Japanese law applies, and the competent courts of Ireland, when the law of Ireland applies, shall each have non-exclusive jurisdiction over all disputes relating to this Agreement. Each party hereby agrees to comply with all applicable laws, regulations and government orders in performing its obligations under this Agreement.

14. Assignment & Sub-license

Licensee may not transfer or assign this Agreement without the prior written consent of Adobe, which shall not be unreasonably withheld. The parties agree that Adobe is hereby entitled to assign and/or transfer all or part of its rights and obligations under this Agreement to any third party. Notwithstanding the foregoing, any successor, representative or assignee which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of Licensee shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement, provided that such entity executes a prior acknowledgement confirming such entity's acceptance and agreement to be bound by and comply with the terms of this Agreement and Adobe receives such written acknowledgement prior to the transfer. Notwithstanding anything to the contrary in this Agreement, Licensee may sub-license the use of the Program to a third party outsourcing or facilities management contractor to operate the Program on Licensee's behalf, provided that (a) Adobe receive prior written notice; (b) Licensee shall be responsible for ensuring that any such contractor fully complies with the terms of this Agreement as they relate to the use of the Program on the same basis as applies to Licensee; (c) such use is only in relation to Licensee's internal business purposes as restricted herein; (d) such use does not represent or constitute an increase in the number of licenses provided hereunder; and (e) Licensee shall remain fully liable for any and all acts or omissions by the contractor, related to this Agreement.

15. Entire Agreement

This Agreement is the entire agreement between the parties with respect to its subject matter and supersedes and replaces all prior oral or written agreements, representations, negotiations or understandings between the parties relating to such subject matter. No change or modification to this Agreement shall be valid unless it is in writing and signed by an authorized representative of each party. Except as specifically permitted in Section 2 hereof, no provisions in any purchase orders, or in any other documentation employed by or on behalf of either party in connection this Agreement, regardless of the date of such documentation, will affect the terms of this Agreement, even if such document is accepted by the receiving party, with such provisions being deemed deleted.

16. Publication

Licensee consents to publication of its name by Adobe as an end user of the Adobe software and/or services in a factual listing of Adobe customers to be published within presentations, on trade show signs, and on its Web site. Adobe will seek Licensee's prior written authorization for use of Licensee's name for promotional activities beyond the above-mentioned, which may include press releases and brochures.

17. Waiver

No party will be deemed to have waived the exercise of any right that it holds under this Agreement unless such waiver is made in writing. Failure or delay by either party to exercise any of its rights, powers or remedies hereunder shall not constitute a waiver of those rights, powers or remedies. The single or partial exercise of a right, power or remedy shall not prevent its subsequent exercise or the exercise of any other right, power or remedy.

18. General

Neither party shall be responsible for delays or failure of performance resulting from acts beyond the reasonable control of such party. Should any provision or part of any provision of this Agreement be found void or unenforceable by a court of competent jurisdiction, such provision, or part thereof, shall be deemed severed, and the remainder of this Agreement shall remain in full force and effect. The English version of this Agreement shall be the version used when interpreting or construing this Agreement. The parties acknowledge and agree that the limited warranty, exclusive remedies and limited liability set forth in this Agreement are fundamental elements of the basis of the bargain between Adobe and Licensee, and that Adobe would not be able to provide the Program on an economic basis without such limitations. The provisions within this Agreement which are meant, by their nature, to survive termination of this Agreement shall survive such termination, including, without limitation, the ownership, limitation of liability, governing law, entire agreement, waiver and general sections herein. Licensee acknowledges and agrees that Adobe's licensors (and/or Adobe if Licensee obtained the Program from any party other than Adobe) are third party beneficiaries of this Agreement, with the right to enforce the obligations set forth in this Agreement. In this Agreement words importing a singular number only shall include the plural and vice versa. The division of this Agreement into sections and the insertion of headings are for convenient reference only, and shall affect neither the construction nor the interpretation of this Agreement.

Copyright © 2002. Adobe Systems Incorporated. All rights reserved. Adobe, the Adobe logo, Adobe Accelio Capture, Adobe Accelio Capture Advanced Client, Adobe Accelio Capture Classic FormFlow Filler, Adobe Accelio Capture Classic FormFlow Starter Kit, Adobe Accelio Capture Designer, Adobe Accelio Capture Enterprise Server, Adobe Accelio Capture Handheld Client, Adobe Accelio Capture Standard Client, Adobe Accelio Capture Standard Module, Adobe Accelio Capture Suite, Adobe Accelio Capture Web Module, Adobe Accelio Integrate, Adobe Accelio Integrate Designer, Adobe Accelio Integrate EAI Tools, Adobe Accelio Integrate InTempo, Adobe Accelio Integrate InTempo Designer, Adobe Accelio Integrate Suite, Adobe Accelio Present, Adobe Accelio Present Central, Adobe Accelio Present Central Pro, Adobe Accelio Present Central Workstation Edition, Adobe Accelio Present Classic Design, Adobe Accelio Present Forms Pak, Adobe Accelio Present Output Designer, Adobe Accelio Present Output Pak, Adobe Accelio Present Print Import and Adobe Accelio Present Web Output Pak are either registered trademarks or trademarks of Adobe Systems Incorporated in the United States and/or other countries. Microsoft and Windows are either registered trademarks or trademarks of Microsoft Corporation in the United States and/or other countries. Oracle is a registered trademark of Oracle Corporation. PeopleSoft is a trademark of PeopleSoft, Inc. and may be registered in certain jurisdictions. SAP and R/3 are trademarks or registered trademarks of SAP AG in Germany and in several other countries.

Adobe Accelio NonInstaller EULA 070802

Convey Compliance Systems, Inc. (Herein Licensor)
License Agreement for Convey 1099 for Windows Software

License

The Convey 1099 software product is licensed by Licensor to the original Purchaser for use only on the terms and conditions set forth in this License.

Purchaser may be deemed to own the physical media on which the software resides, but an express condition of this License is that Licensor shall retain ownership of this software.

Purchaser assumes responsibility for the selection of the software to achieve Purchaser's intended result, and for the installation, use and results obtained from the software.

Purchaser may use the software on any item of compatible hardware that Purchaser owns or uses. Purchaser may not transfer this software or License to another party.

Purchaser agrees to comply with the terms and conditions of this license, and agrees to take all reasonable steps to protect Licensor software from theft or use contrary to the terms of this License.

Purchaser agrees not to make more than one backup copy, disassemble, or otherwise reverse engineer the software. Purchaser is licensed to file no more than 3000 information returns (desktop) or 5000 information returns (network) with the software. An increased quantity may be licensed by paying an additional license quantity fee to the Licensor. Purchaser agrees to either destroy or return the software to Licensor within five days after receiving notice from Licensor of termination of this License for violation of its provisions.

Limited Warranty, Limitation of Liability

Licensor warrants the CD upon which this program is furnished to be free from defects in materials and workmanship under normal use for sixty (60) days from the date of delivery to Purchaser. During the warranty period, any diskette not meeting foregoing warranty will be replaced upon its return to the Licensor.

Except as expressly set forth above, there are no express or implied warranties with respect to this product or its use, and Licensor expressly disclaims any warranties or merchantability and of fitness for a particular purpose. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to Purchaser. This warranty gives Purchaser specific legal rights, and purchaser may also have other rights, which vary from state to state.

Licensor does not warrant that the functions contained in the software will meet your requirements or that the operation of the software will be uninterrupted or error free.

Licensor's entire liability and Purchaser's exclusive remedy shall be the replacement of any CD not meeting the limited warranty set forth above and which is returned to Licensor in no event will Licensor be liable to Purchaser for any incidental, indirect, special or consequential damages or loss of use, revenue or profit even if Licensor has been advised of the possibility of such damages. Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to Purchaser.

In no event shall Licensor liability for damages with respect to the software furnished under this license exceed the payment by the Purchaser to Licensor for the software product.

General

This License is covered by the laws of the State of Minnesota. Should any part of this License be held invalid, the remainder of the License will still be in effect.

This License sets forth the entire understanding and agreement between Licensor and Purchaser. This License can only be modified by written statement signed by Purchaser and by a representative of Convey Compliance Systems, Inc.

This License shall be deemed effective from the date Purchaser receives the software and shall remain effective until terminated. Purchaser may terminate the License at any time by destroying the software and documentation, or by returning them to Licensor. This License will also terminate if Purchaser fails to comply with any term or condition of this License.

This software and documentation can be returned by Purchaser for a refund of the purchase price paid within a thirty (30) day period from the date of purchase if Purchaser is not satisfied with the software AND if the software has not been used for filing a tax return or generating a statement.

The provision of this software and documentation by Licensor to Purchaser shall not be construed as the giving of any advice on any tax laws or any applicability thereof to the Purchaser.

17 End User License Agreement

MACROMEDIA SOFTWARE END USER LICENSE AGREEMENT

ROBOHELP/ ROBOHELP FOR WORD / ROBOHELP FOR HTML HELP / ROBOINFO / ROBODEMO LICENSE TEXT

ATTENTION: YOU MAY NEED TO SCROLL DOWN TO THE END OF THIS EULA BEFORE YOU CAN AGREE TO THE EULA AND CONTINUE WITH THE SOFTWARE INSTALLATION.

IMPORTANT: THIS SOFTWARE END USER LICENSE AGREEMENT (“EULA”) IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR, IF PURCHASED OR OTHERWISE ACQUIRED BY OR FOR AN ENTITY, AN ENTITY) AND MACROMEDIA. READ IT CAREFULLY BEFORE COMPLETING THE INSTALLATION PROCESS AND USING THE SOFTWARE. IT PROVIDES A LICENSE TO USE THE SOFTWARE AND CONTAINS WARRANTY INFORMATION AND LIABILITY DISCLAIMERS. BY INSTALLING AND USING THE SOFTWARE, YOU ARE CONFIRMING YOUR ACCEPTANCE OF THE SOFTWARE AND AGREEING TO BECOME BOUND BY THE TERMS OF THIS EULA. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF THIS EULA THEN MACROMEDIA IS UNWILLING TO GRANT YOU THIS LICENSE, YOU MUST NOT INSTALL OR USE THE SOFTWARE, AND (1) IF YOU RECEIVED THIS SOFTWARE ON CD-ROM, YOU MAY RETURN THE UNUSED SOFTWARE TO THE LOCATION WHERE YOU OBTAINED IT FOR A REFUND, IN ACCORDANCE WITH THE REFUND POLICY OF SUCH LOCATION; OR (2) IF YOU RECEIVED THIS SOFTWARE VIA DOWNLOAD FROM AN INTERNET WEB SITE, THEN YOU MUST DELETE ALL OF THE DOWNLOADED FILES AND YOU MAY OBTAIN A REFUND IN ACCORDANCE WITH THE REFUND POLICY OF SUCH INTERNET WEB SITE .

THIS EULA SHALL APPLY ONLY TO THE SOFTWARE SUPPLIED BY MACROMEDIA HEREWITH REGARDLESS OF WHETHER OTHER SOFTWARE IS REFERRED TO OR DESCRIBED HEREIN.

1. Definitions

(a) "Education Version" means a version of the Software, so identified, for use by students and faculty of educational institutions, only.

(b) "Not For Resale (NFR) Version" means a version, so identified, of the Software to be used to review and evaluate the Software, only.

(c) "Macromedia" means Macromedia, Inc., its subsidiary eHelp Corporation, and their licensors, if any.

(d) "Software" means only the Macromedia software program(s) and third party software programs, in each case, supplied by Macromedia herewith, and corresponding documentation, associated media, printed materials, and online or electronic documentation.

(e) "Trial Version" means a version of the Software, so identified, to be used only to review, demonstrate and evaluate the Software for a limited time period. The Trial Version may have limited features, may lack the ability for the end-user to save the end product, and will cease operating after a predetermined amount of time due to an internal mechanism within the Trial Version.

2. License Grants

The licenses granted in this Section 2 are subject to the terms and conditions set forth in this EULA:

(a) Subject to Section 2(b), you may install and use the Software on a single computer; OR install and store the Software on a storage device, such as a network server, used only to install the Software on your other computers over an internal network, provided you have a license for each separate computer on which the Software is installed and run. Except as otherwise provided in Section 2(b), a license for the Software may not be shared, installed or used concurrently on different computers.

(b) Portable or Home Computer Use for Software Requiring Mandatory Product Activation. For Software requiring Mandatory Production Activation, in addition to the single copy of the Software permitted in Section 2(a), the primary user of the computer on which the Software is installed may make a second copy of the Software and install it on either a portable computer or a computer located at his or her home for his or her exclusive use, *provided that*:

(A) the second copy of the Software on the portable or home computer (i) is not used at the same time as the copy of the Software on the primary computer and (ii) is used by the primary user solely as allowed for such version or edition (such as for educational use only), (B) the second copy of the Software is not installed or used after the time such user is no longer the primary user of the primary computer on which the Software is installed, and (C) the Software was not licensed under a volume discount.

(c) In the event the Software is distributed along with other Macromedia software products as part of a suite of products (collectively, the “Studio”), the license of the Studio is licensed as a single product and none of the products in the Studio, including the Software, may be separated for installation or use on more than one computer.

(d) You may make one copy of the Software in machine-readable form solely for backup purposes. You must reproduce on any such copy all copyright notices and any other proprietary legends on the original copy of the Software. You may not sell or transfer any copy of the Software made for backup purposes.

(e) You agree that Macromedia may audit your use of the Software for compliance with these terms at any time, upon reasonable notice. In the event that such audit reveals any use of the Software by you other than in full compliance with the terms of this Agreement, you shall reimburse Macromedia for all reasonable expenses related to such audit in addition to any other liabilities you may incur as a result of such non-compliance.

(f) Unless otherwise set forth in the documentation relating to such code and/or the Software or in a separate agreement between you and Macromedia, you may modify the source code form of those portions of such software programs that are identified as sample code, sample application code, or components (each, "Sample Application Code") in the accompanying documentation solely for the purposes of designing, developing and testing websites and website applications developed using Macromedia software programs; provided, however, you are permitted to copy and distribute the Sample Application Code (modified or unmodified) only if all of the following conditions are met: (1) you distribute the compiled object Sample Application Code with your application; (2) you do not include the Sample Application Code in any product or application designed for website development; and (3) you do not use Macromedia's name, logos or other Macromedia trademarks to market your application. You agree to indemnify, hold harmless and defend Macromedia from and against any loss, damage, claims or lawsuits, including attorney's fees, that arise or result from the use or distribution of your application.

(g) Macromedia Redistributables. Subject to the terms and conditions of this EULA, Macromedia grants you the non-exclusive, royalty-free right to reproduce and distribute, in object code form only, any Macromedia Redistributables identified in the REDISTRB.TXT file located i) on the Software CD-ROM, ii) if the Software was downloaded, in the unpacked installation folder or iii) in the Software folder on the computer hard drive, provided, that you (I) do not distribute the Redistributables as a stand-alone product, except however, that you may distribute updates of the Redistributables separately for purposes of updating an existing end user of your previously-distributed product that uses the Redistributables; (II) include Macromedia's copyright notice for the Redistributables on the title page of any documentation, on the product CD, and/or in the About box for any software product that incorporates the Redistributables; (III) except as required above, do not use Macromedia's name, logo, or trademarks in connection with any product that incorporates the Redistributables; (IV) agree to indemnify, defend and hold Macromedia harmless from any and all liabilities (including attorney's fees) arising from any claims, lawsuits, or other legal proceedings that arise from or are related to the use or distribution of any software application product that you reproduced and/or distributed that incorporates the Redistributables; and (V) do not incorporate the Redistributables into any software product which would compete with the Software.

(h) MS-Redistributables. Subject to the terms and conditions of this EULA, Macromedia grants you the non-exclusive, royalty-free right to reproduce and distribute, in object code form only, any MS-Redistributables identified in the REDISTRB.TXT located i) on the Software CD-ROM, ii) if the Software was downloaded, in the unpacked installation

folder or iii) in the Software folder on the computer hard drive, provided that you (I) do not distribute the MS-Redistributables as a stand-alone product, provided, however, that you may distribute updates of the MS-Redistributables separately for purposes of updating an existing end user of your previously-distributed product that uses MS-Redistributables; (II) include the following copyright notice for the MS-Redistributables "Portions copyright (c) Microsoft Corporation. All rights reserved." on the product CD, disk label, the title page of the documentation, and/or the About box for any software application product that incorporates the MS-Redistributables; (III) except as required above, do not use Microsoft's name, logo, or trademarks to market any Help system that incorporates the MS-Redistributables; (IV) agree to indemnify, defend and hold Macromedia and Microsoft harmless from any and all liabilities (including attorney's fees) arising from any claims, lawsuits, or other legal proceedings that arise from or are related to the use or distribution of any software application product that you reproduced and/or distributed that incorporates the MS-Redistributables; (V) do not incorporate the MS-Redistributables into any software product which would compete with the Software, and (VI) if Microsoft makes a new release of the MS-Redistributables (other than an Update release), use all reasonable efforts to cease distribution of the older version and commence distribution of the new release. You may continue to distribute existing inventory that contains the older release for up to 3 months following such new release.

(i) Distribution of any Software code, other than the Sample Application Code, the Macromedia Redistributables, and the MS-Redistributables, is specifically prohibited.

(j) Mandatory Product Activation. The license rights granted under this Agreement may be limited to a specified number of days after you first install the Software unless you supply information required to activate your licensed copy within the time and the manner described during the Software setup sequence and/or the dialog boxes appearing during use of the Software. You may need to activate the Software through the use of the Internet or telephone; toll charges may apply. You may need to reactivate the Software if you modify your computer hardware or alter the Software. Product activation is based on the exchange of information between your computer and Macromedia. None of this information contains personally identifiable information nor can they be used to identify any personal information about you or any characteristics of your computer configuration. YOU ACKNOWLEDGE AND UNDERSTAND THAT THERE ARE TECHNOLOGICAL MEASURES IN THE SOFTWARE THAT ARE DESIGNED TO PREVENT UNLICENSED OR ILLEGAL USE OF THE SOFTWARE. YOU AGREE THAT MACROMEDIA MAY USE SUCH MEASURES AND YOU AGREE TO FOLLOW ANY REQUIREMENTS REGARDING SUCH TECHNOLOGICAL MEASURES. YOU ACKNOWLEDGE AND AGREE THAT THE SOFTWARE WILL CEASE TO FUNCTION UNLESS AND UNTIL YOU ACTIVATE THE APPLICABLE SOFTWARE ACTIVATION KEY.

(k) Non-Exclusivity. Your license rights under this EULA are non-exclusive.

(l) Separation of Components. The Software is licensed as a single product. You may not separate the Software's component parts for use on more than one computer.

3. License Restrictions

(a) Other than as set forth in Section 2, you may not make or distribute copies of the Software, or electronically transfer the Software from one computer to another or over a network.

(b) You may not alter, merge, modify, adapt or translate the Software, or decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human-perceivable form.

(c) Unless otherwise provided herein, you may not rent, lease, or sublicense the Software.

(d) Other than with respect to a Trial Version or a Not For Resale Version of the Software, you may permanently transfer all of your rights under this EULA only as part of a sale or transfer, provided you retain no copies, you transfer all of the Software (including all component parts, the media and printed materials, any upgrades, this EULA, the serial numbers, and, if applicable, all other software products provided together with the Software), and the recipient agrees to the terms of this EULA. If the Software is an upgrade, any transfer must include all prior versions of the Software from which you are upgrading. If the copy of the Software is licensed as part of the whole Studio (as defined above), the Software shall be transferred only with and as part of the sale or transfer of the whole Studio, and not separately. You may retain no copies of the Software. You may not sell or transfer any Software purchased under a volume discount. You may not sell or transfer any Trial Version or Not For Resale Version of the Software.

(e) Unless otherwise provided herein, you may not modify the Software or create derivative works based upon the Software.

(f) Education Versions may not be used for, or distributed to any party for, any commercial purpose.

(g) Unless otherwise provided herein, you shall not (A) in the aggregate, install or use more than one copy of the Trial Version of the Software, (B) download the Trial Version of the Software under more than one username, (C) alter the contents of a hard drive or computer system to enable the use of the Trial Version of the Software for an aggregate period in excess of the trial period for one license to such Trial Version, (D) disclose the results of software performance benchmarks obtained using the Trial Version to any third party without Macromedia's prior written consent, or (E) use the Trial Version of the Software for a purpose other than the sole purpose of determining whether to purchase a license to a commercial or education version of the software; provided, however, notwithstanding the foregoing, you are strictly prohibited from installing or using the Trial Version of the Software for any commercial training purpose.

(h) You may only use the Not for Resale Version of the Software to review and evaluate the Software.

(i) You may not export the Software into any country prohibited by the United States Export Administration Act and the regulations thereunder.

(j) You may receive the Software in more than one medium but you shall only install or use one medium. Regardless of the number of media you receive, you may use only the medium that is appropriate for the server or computer on which the Software is to be installed.

(k) You may receive the Software in more than one platform but you shall only install or use one platform. If the Software is delivered in multiple versions or languages, you may only run one version or language of the Software, and you may not run the additional versions in any other language on any other computer.

(l) You shall not use the Software to develop any application having the same primary function as the Software.

(m) In the event that you fail to comply with this EULA, Macromedia may terminate the license and you must destroy all copies of the Software (with all other rights of both parties and all other provisions of this EULA surviving any such termination).

4. Upgrades

If this copy of the Software is an upgrade from an earlier version of the Software, it is provided to you on a license exchange basis. You agree by your installation and use of such copy of the Software to voluntarily terminate your earlier EULA and that you will not continue to use the earlier version of the Software or transfer it to another person or entity unless such transfer is pursuant to Section 3.

5. Prior Same Version License

If this copy of the Software is licensed as part of the Studio (as defined above), and you have a prior license to the same version of the Software, and the Studio was licensed to you with a discount based, in whole or in part, on your prior license to the same version, the Software is provided to you on a license exchange basis. You agree by your installation and use of this copy of the Software to voluntarily terminate your EULA with respect to such prior license and that you will not continue to install or use such prior license of the Software or transfer it to another person or entity.

6. Ownership

The foregoing license gives you limited license to use the Software. Macromedia and its suppliers retain all right, title and interest, including all copyright and intellectual property rights, in and to, the Software (as an independent work and as an underlying work serving as a basis for any application you may develop), and all copies thereof. All rights not specifically granted in this EULA, including Federal and International Copyrights, are reserved by Macromedia and its suppliers.

7. LIMITED WARRANTY AND DISCLAIMER

(a) Except with respect to any Sample Application Code, Macromedia Redistributables, MS Redistributables, Trial Version and Not For Resale Version of the Software, Macromedia warrants that, for a period of ninety (90) days from the date of delivery (as evidenced by a copy of your receipt): the physical media on which the Software is furnished, if provided by Macromedia, will be free from defects in materials and workmanship under normal use.

(b) MACROMEDIA PROVIDES NO REMEDIES OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, FOR ANY SAMPLE APPLICATION CODE, MACROMEDIA REDISTRIBUTABLE, MS REDISTRIBUTABLE, **TRIAL VERSION AND THE NOT FOR RESALE VERSION OF THE SOFTWARE. ANY SAMPLE APPLICATION CODE, TRIAL VERSION AND THE NOT FOR RESALE VERSION OF THE SOFTWARE ARE PROVIDED "AS IS".**

(c) EXCEPT AS SET FORTH IN THE FOREGOING LIMITED WARRANTY WITH RESPECT TO SOFTWARE OTHER THAN ANY SAMPLE APPLICATION CODE, MACROMEDIA REDISTRIBUTABLE, MS REDISTRIBUTABLE,TRIAL VERSION AND NOT FOR RESALE VERSION, MACROMEDIA AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALSO, THERE IS NO WARRANTY OF NON-INFRINGEMENT AND TITLE OR QUIET ENJOYMENT. MACROMEDIA DOES NOT WARRANT THAT THE SOFTWARE IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION. NO RIGHTS OR REMEDIES REFERRED TO IN ARTICLE 2A OF THE UCC WILL BE CONFERRED ON YOU UNLESS EXPRESSLY GRANTED HEREIN. THE SOFTWARE IS NOT DESIGNED, INTENDED OR LICENSED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE CONTROLS, INCLUDING WITHOUT LIMITATION, THE DESIGN, CONSTRUCTION, MAINTENANCE OR OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, AND LIFE SUPPORT OR WEAPONS SYSTEMS. MACROMEDIA SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR SUCH PURPOSES.

(d) IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SOFTWARE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF DELIVERY.

(e) NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY MACROMEDIA, ITS DEALERS, DISTRIBUTORS, AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY PROVIDED HEREIN.

(f) (USA only) SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

8. Exclusive Remedy

Your exclusive remedy under the preceding is to return the Software to the place you acquired it, with a copy of your receipt and a description of the problem. Provided that any non-compliance with the above warranty is reported in writing to Macromedia no more than ninety (90) days following delivery to you, Macromedia will use reasonable commercial efforts to supply you with a replacement copy of the Software that substantially conforms to the documentation, provide a replacement for defective media, or refund to you your purchase price for the Software, at its option. Macromedia shall have no responsibility if the Software has been altered in any way, if the media has been damaged by misuse, accident, abuse, modification or misapplication, or if the failure arises out of use of the Software with other than a recommended hardware configuration. Any such misuse, accident, abuse, modification or misapplication of the Software will void the warranty above. THIS REMEDY IS THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO YOU FOR BREACH OF EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SOFTWARE AND RELATED DOCUMENTATION.

9. LIMITATION OF LIABILITY

(a) NEITHER MACROMEDIA NOR ITS SUPPLIERS SHALL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR THE INABILITY TO USE EQUIPMENT OR ACCESS DATA, LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION OR THE LIKE), ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SOFTWARE AND BASED ON ANY THEORY OF LIABILITY INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF MACROMEDIA OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

(b) MACROMEDIA'S TOTAL LIABILITY TO YOU FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER WILL BE LIMITED TO THE GREATER OF $500 OR THE AMOUNT PAID BY YOU FOR THE SOFTWARE THAT CAUSED SUCH DAMAGE.

(c) (USA only) SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL

DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

(d) THE FOREGOING LIMITATIONS ON LIABILITY ARE INTENDED TO APPLY TO THE WARRANTIES AND DISCLAIMERS ABOVE AND ALL OTHER ASPECTS OF THIS EULA.

10. Basis of Bargain

The Limited Warranty and Disclaimer, Exclusive Remedies and Limited Liability set forth above are fundamental elements of the basis of the agreement between Macromedia and you. Macromedia would not be able to provide the Software on an economic basis without such limitations. Such Limited Warranty and Disclaimer, Exclusive Remedies and Limited Liability inure to the benefit of Macromedia's licensors.

11. U.S. GOVERNMENT RESTRICTED RIGHTS LEGEND

This Software and the documentation are provided with "RESTRICTED RIGHTS" applicable to private and public licenses alike. The Software is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (Oct 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sep 1995) and is provided to the U.S. Government only as a commercial end item. Any technical data provided with such Software is commercial technical data as defined in 48 C.F.R. 12.211 (Sep 1995). Consistent with 48 C.F.R. 12.211 through 12.212, 48 C.F.R. 227.7202-1 through 227.7202-4 (Jun 1995), and 48 C.F.R. 252.227-7015 (Nov 1995), all U.S. Government End Users acquire the Software with only those rights expressly set forth in this EULA.

Without limiting the foregoing, use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in this EULA and as provided in DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013 (c)(1)(ii)(OCT 1988), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227-14, as applicable. For purposes of these regulations the Manufacturer of the Software is Macromedia, Inc., 600 Townsend, San Francisco, CA 94103.

12. (Outside of the USA) Consumer End Users Only

The limitations or exclusions of warranties and liability contained in this EULA do not affect or prejudice the statutory rights of a consumer, i.e., a person acquiring goods otherwise than in the course of a business.

The limitations or exclusions of warranties, remedies or liability contained in this EULA shall apply to you only to the extent such limitations or exclusions are permitted under the laws of the jurisdiction where you are located.

13. Third Party Software

The Software may contain third party software which requires notices and/or additional terms and conditions. Such required third party software notices and/or additional terms and conditions are located at http://www.macromedia.com/go/thirdparty/ and are made a part of and incorporated by reference into this EULA. By accepting this EULA, you are also accepting the additional terms and conditions, if any, set forth therein.

14. General

(a) This EULA shall be governed by the internal laws of the State of California, without giving effect to principles of conflict of laws. You hereby consent to the exclusive jurisdiction and venue of the state courts sitting in San Francisco County, California or the federal courts in the Northern District of California to resolve any disputes arising under this EULA. In each case this EULA shall be construed and enforced without regard to the United Nations Convention on the International Sale of Goods.

(b) This EULA contains the complete agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. You agree that any varying or additional terms contained in any purchase order or other written notification or document issued by you in relation to the Software licensed hereunder shall be of no effect. The failure or delay of Macromedia to exercise any of its rights under this EULA or upon any breach of this EULA shall not be deemed a waiver of those rights or of the breach.

(c) No Macromedia dealer, agent or employee is authorized to make any amendment to this EULA.

(d) If any provision of this EULA shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible, and the remaining provisions of this EULA will remain in full force and effect.

(e) All questions concerning this EULA shall be directed to: Macromedia, Inc., 600 Townsend, San Francisco, CA 94103, Attention: General Counsel.

(f) Macromedia and other trademarks contained in the Software are trademarks or registered trademarks of Macromedia, Inc. in the United States and/or other countries. Third party trademarks, trade names, product names and logos may be the trademarks or registered trademarks of their respective owners. You may not remove or alter any trademark, trade names, product names, logo, copyright or other proprietary notices, legends, symbols or labels in the Software. Except for the rights granted in Section 2 above relating to Sample Application code, Macromedia Redistributables, and MS Redistributables, his EULA does not authorize you to use Macromedia’s or its licensors’ names or any of their respective trademarks.

EXHIBIT D

End User license Agreement
READ CAREFULLY BEFORE INSTALLING

Read the following terms and conditions carefully before installing this software media package. Installing this software media package indicates your acceptance of these terms and conditions. If you do not agree with them, you should promptly return the package unopened or delete any downloaded files that contain the software and your money will be refunded (if within 30 days of purchase).

Data Junction Corporation, a Texas corporation whose address is 2201 Northland Dr., Austin, Texas 78756, USA hereby grants to you a non-exclusive license (a "License") to use the software product that is contained on enclosed media or that you have electronically downloaded (the "Software") and the accompanying printed materials and/or on-line documentation (the "Documentation") on the terms set forth below. The term "Software" shall also include any upgrades, modified versions, copies, and trial versions licensed to you.

Use of a Single-user Version of the Software

1. If you have licensed a single-user version of the Software, as identified on the sales invoice, on the media package or on the install screen, then—

- You may install the software only in a single location on a hard disk or other storage device.
- You may install the software on a network server used only to install or run the software over an internal network; however, you must acquire and dedicate a license for each individual who will use the software. A Single-user version of the Software may not be shared or used concurrently on different computers.
- You may install and use the Software on one home or portable computer. However, the Software may not be used on the secondary computer by another person at the same time the Software on the primary computer is being used.

Use of a Multi-user or LAN Version of the Software

2. If you have licensed a Multi-user or LAN version of the Software, as identified on the sales invoice, on the media package or on the install screen, then—

- You may install the software on a single server or multi-user system.
- You may not install the software on a number of computers that is greater than the number of users in your organization for which the LAN or Multi-user license was ordered, as shown on your sales invoice.

Use of Data Junction Integration Engine

3. If the Data Junction Integration Engine product is part of the Software you have purchased, then—

- Single or multiple instances of the Data Junction Integration Engine must be installed on a single machine or network server.
- On multiple-CPU machines, Data Junction Integration Engine may not be used on more CPUs than the number of CPUs specified on the media package or sales invoice.
- Notwithstanding paragraphs 1 and 2 above, you may programmatically invoke the Data Junction Integration Engine from one or more other machines within your organization.
- If you intend to call Data Junction Integration Engine from any application, then you must include on the startup screen the copyright notice, "Data Junction Integration Engine™ is Copyright Data Junction Corporation, 2001. All rights reserved."

Copyright

4. Title, ownership rights, and intellectual property rights in and to the Software and Documentation shall remain in Data Junction Corporation and/or its suppliers. The Software and Documentation are protected by copyright laws of the United States and International Treaty provisions. We retain ownership of the software and reserve all rights not expressly granted to you as a licensee.
You may make copies of the software only for backup and security reasons in order to protect your investment from loss. The related printed materials may not be copied. Unauthorized copying of either the software or related printed materials is expressly forbidden. If you have not purchased printed Documentation for a particular license, you may print one copy of the Documentation, from the PDF file on your software media package.

Leasing/Rental Prohibited

5. You may not directly or indirectly sublicense, lease or rent the Software for third party use without prior written approval of Data Junction Corporation. You may not charge a third party by data throughput, by transaction, by time-share or any other service bureau usage of the Software without prior written approval of Data Junction Corporation.

Transfer

6. You may transfer the Software and Documentation to a single recipient on a permanent basis provided you retain no copies of the Software and Documentation (including backup copies) and the recipient agrees to the terms and conditions of this Agreement.

Limited Warranty

7. To the original licensee only, Data Junction Corporation warrants the media on which Data Junction is recorded and its accompanying printed materials to be free of defects in materials and workmanship for a period of 90 days from the date of purchase as evidenced by a copy of the receipt. If the licensee notifies Data Junction Corporation of defects in material or workmanship within the warranty period, the defective item(s) will be replaced. Data Junction Corporation also warrants that the program will perform substantially in accordance with the documentation and will be free of significant errors for a period of 90 days from the date of purchase. If the licensee notifies Data Junction Corporation of significant errors in the program or in the documentation, Data Junction Corporation will at its option correct demonstrable and significant program or documentation errors within a reasonable period of time, or will provide or authorize a refund upon return of the documentation and media. DATA JUNCTION CORPORATION AND ITS SUPPLIERS DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE OR DOCUMENTATION. THE FOREGOING STATES THE SOLE AND EXCLUSIVE REMEDIES FOR DATA JUNCTION CORPORATION'S OR ITS SUPPLIERS' BREACH OF WARRANTY. EXCEPT FOR THE FOREGOING LIMITED WARRANTY, DATA JUNCTION CORPORATION AND ITS SUPPLIERS MAKE NO WARRANTIES EXPRESS OR IMPLIED, AS TO NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT WILL DATA JUNCTION CORPORATION OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES, INCLUDING ANY LOST PROFITS OR LOST SAVINGS, EVEN IF A DATA JUNCTION CORPORATION EMPLOYEE HAS BEEN ADVISED OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. Some states or jurisdictions do not allow the exclusion or limitation of incidiental, consequential, or special damages, so the above limitation or exclusion may not apply to you. Also some states or jurisdictions do not allow the exclusion of implied warranties or limitations on how long an implied warranty may last, so the above limitations may not apply to you. To the extent permissible, any implied warranties are limited to ninety (90) days.

Miscellaneous

8. This Agreement represents the complete agreement concerning this license between the parties and supersedes all prior agreements and representations between them. This Agreement may be amended only in writing executed by both parties. Any purchase order placed by you is accepted only upon your assent to the terms and conditions of this Agreement, and not those contained in your purchase order. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of this Agreement. This Agreement is governed by the laws of the State of Texas.

©2001 Data Junction Corporation

CGI TECHNOLOGIES AND SOLUTIONS INC.
PROPRIETARY SOFTWARE MAINTENANCE AGREEMENT

This is a Proprietary Software Maintenance Agreement ("Maintenance Agreement") dated as of July, 2008, (the "Effective Date") by and between the City of Los Angeles, California ("Customer" or "City") a municipal corporation and CGI Technologies and Solutions Inc. ("CGI"), a Delaware corporation.

1. DEFINITIONS

Capitalized terms used in this Maintenance Agreement will have the meanings given below or in the context in which the term is used, as the case may be.

A. "AMS Advantage software" means the software specified in *Exhibit A*.

B. "Documentation" means the documentation provided by CGI for the Software pursuant to the License Agreement.

C. "Enhancements" means changes or additions to the AMS Advantage software which CGI develops and makes available at no additional charge to all licensees of the AMS Advantage software who are under then-current maintenance agreements.

D. "Software incident" means a material deviation of the AMS Advantage software from the specifications for the AMS Advantage software identified in the License Agreement.

E. "License Agreement" means the license agreement specified in *Exhibit A* pursuant to which CGI licensed the AMS Advantage software to City.

F. "Maintenance Period" means the initial term of this Agreement or any subsequent renewal period. The initial term and each renewal period is a separate Maintenance Period. The initial Maintenance Period is specified in *Exhibit A*. Each renewal Maintenance Period, if any, will be a period of twelve (12) months.

G. "Party": Shall mean the City and/or CGI, as the context requires.

H. "Force Majeure Event": Shall mean fire, flood, earthquake, elements of nature or acts of God; acts of war, terrorism, riots, civil disorders, rebellions or revolutions; strikes, lockouts, or labor difficulties, equipment failures, computer viruses, malicious acts of third parties, interruption of telecommunications service; or any other similar cause, provided that such cause is beyond the reasonable control of the affected Party, that could not have been prevented by reasonable precautions of the kind ordinarily taken by well-managed firms engaged in such Party's line of business (such as, by way of illustration and not limitation, regular software backups and regular use of commercial anti-virus software, but not including duplicate or parallel computer systems or on or off-site backup or disaster recovery equipment).

I. "All defined terms not otherwise defined in this Maintenance Agreement shall have the meanings ascribed to them in the Services Agreement."

J. "Major Release" - A Major Release occurs infrequently and contains significant functional enhancements that span the application modules and are generally accompanied by major changes in technical architecture..

K. "Minor Release" - A Minor Release occurs more frequently than a Major Release (typically on a 6–12 month cycle) and contains both functional and technical enhancements to the AMS Advantage software. A Minor Release enhances the application's functional and technical capabilities and responds to legislative requirements without introducing a wholesale change in the application. In addition to functional and technical enhancements, a Minor Release also contains corrections for Software Incidents reported from the prior release.

L. "Service Release" - A Service Release is issued more frequently than a Minor Release (typically on a 3 month cycle) and provides corrections to incidents that exist within a Major or Minor Release. A Service Release is not intended to provide any new functionality or technological improvements.

M. "FixPack" – FixPacks are small collections of software patches bundled together and regression tested in an environment based on the nature of fixes included in the FixPack. The FixPack program is intended to keep every customer on an identifiable and supportable release level within a minor/service release and to reduce the number of patches delivered to individual clients. FixPacks will be cumulative in nature.

2. MAINTENANCE

A. CGI Standard Support and Maintenance Services provide the City with the required ongoing Enhancements to the Software to address functional and technical changes. Specifically, the Standard Support and Maintenance Services provide these major components:

- Internet access through our secure web site, *e*Access (https://support.cgi-ams.com//advantage/), to a variety of 24x7 support materials.
- Help Desk Support with direct phone, email, and web support on the baseline software through the CGI Client Support Center. Standard hours of operation are 8 am EST to 9 pm EST Monday-Friday. CGI can be reached at 800-321-0267 via phone and https://support.cgi-ams.com//advantage/ via our online support website.

- AMS Advantage software incident corrections to the Software.
- AMS Advantage software releases are provided periodically to address technical and functional compatibility with system software and ongoing regulatory changes and changes to business practices. Documentation updates are provided as part of each release. Additional AMS Advantage software incident corrections will be included in releases, as dictated by testing requirements and the magnitude of the required change.
- Enhancements to the AMS Advantage Software are provided in new releases of the AMS Advantage solution.
- Membership to the AMS Advantage User Group. Membership provides the option to participate in various user group activities such as the annual CGI Forum, regional User Group meetings and voting for the User Group Steering Committee that works closely with CGI on a variety of customer issues and concerns. Membership also provides each site the option of proposing a candidate for election to the User Group Steering Committee.

CGI will support the following features of the AMS Advantage software:

- The system components that the City is currently contracted for and is paying maintenance on;
- The third-party software component releases that are compatible with the currently supported version of the AMS Advantage software;
- The documented features of the AMS Advantage software, as listed on the delivered on-line documentation and help files;
- All standard baseline features of the system, including configuration tables (e.g. Required Elements) of the AMS Advantage software, that DO NOT include infrastructure or other programming code changes. Any City-specific configuration tables will not be supported.
- Prioritizations of all issues and Software incidents according to the following schedule:

Severity	Definition	Response Times
1 - Critical	A problem with CGI supported Software causing critical impact to the City's business operation. No workaround is immediately available and work using the Software can not continue.	15 minutes or less from the time the City notifies Client Support.

Severity	Definition	Response Times
2 - Serious	A problem with CGI supported Software causing significant impact to the City's business operation. A workaround is available but is unacceptable on a long term basis.	2 hours or less from the time City notifies Client Support.
3 - Moderate	A problem with CGI supported Software that impairs some functionality, but a practical workaround exists.	2 hours or less from the time City notifies Client Support
4 - Minor	A problem that does not affect any functionality of the Software.	2 hours or less from the time City notifies Client Support

B. CGI may, at its option, investigate and correct suspected Software incidents at CGI's offices to the extent possible. If CGI personnel are not given the opportunity to investigate and correct Software incidents at CGI's offices and instead travel to the City's place of business at the City's request to perform maintenance services, the City will pay CGI for the travel time and the reasonable travel and other out-of-pocket expenses of CGI's personnel; provided, however, any such travel will be in accordance with the City's then-existing travel policy to the extent reasonable and feasible. If a suspected Software incident is attributable to a cause other than the AMS Advantage software as delivered by CGI, then the City will pay for CGI's work on a time-and-materials basis. If the AMS Advantage software module containing the software incident has been modified by non-CGI personnel or by others not approved by CGI, CGI will charge the City on a time-and-materials basis at CGI's then-current hourly rates for analyzing and fixing the software incident in the City's version, and for any installation assistance the City requires.

C. At the expiration of the initial Maintenance Period stated in this Maintenance Agreement, the City may buy maintenance services for the AMS Advantage software for subsequent Maintenance Periods in which CGI is offering maintenance services, at prices to be mutually agreed to by the parties. The City may obtain such maintenance services only if (i) the City has paid the maintenance fee for all prior Maintenance Periods; and (ii) the City incorporates into the AMS Advantage software all releases, corrections, and Enhancements to the AMS Advantage software that CGI has made available to the City, no less than two minor software releases prior to current release.

D. All Enhancements and corrections to the AMS Advantage software and Documentation provided by CGI pursuant to this Maintenance Agreement will become a part of the AMS Advantage software and Documentation for

the purposes of the License Agreement at the time they are provided to the City and are hereby licensed to the City as part of the AMS Advantage software and Documentation pursuant to all of the terms and conditions of the License Agreement.

3. PAYMENT TERMS

A. The City will pay, upon execution of this Maintenance Agreement, the maintenance fees for the initial Maintenance Period set forth in *Exhibit A*. CGI will provide the City with written notice of and an invoice for the maintenance fees for each subsequent Maintenance Period at least thirty (30) days prior to the expiration of the then-current Maintenance Period. CGI will not be obligated to provide maintenance services in any Maintenance Period (including the initial Maintenance Period) unless the maintenance fees for the Maintenance Period have been paid in full.

B. All fees and expenses are to be paid to CGI in United States Dollars, by wire transfer of funds to an account designated by CGI or by check sent to CGI at 15038 Collections Center Drive, Chicago, IL 60693. CGI's invoices are due and payable in full within forty-five (45) days from the date the City receives the complete invoice with supporting documentation.

C. CGI's invoices must include, at a minimum, the following information, where applicable:

1. Name and address of CGI.
2. Date of the invoice and period covered.
3. Reference to City Contract Number for this Agreement.
4. Description of work performed and amount due for each deliverable along with back up documentation for all items where cost reimbursement is sought.
5. Copy of written approval from City authorizing on-site work to be performed.
6. Payment terms, total due and due date.
7. Certification by CGI that all invoiced items are true and correct.
8. Remittance Address (if different from CGI's address).

D. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by the City.

E. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of CGI. The City will not compensate CGI for any cost incurred for invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time.

F. As of the date of this Maintenance Agreement, the City is a Municipal corporation and is, therefore, a tax exempt entity. As such and as of the Effective Date, all applicable taxes are included in the fees payable under this Maintenance Agreement. If the City's tax exempt status is modified or revoked during the term of this Maintenance Agreement, the City agrees to pay directly or reimburse CGI for any taxes arising out of this Maintenance Agreement or CGI's performance under this Maintenance Agreement (e.g. sales taxes), excluding taxes personal to CGI and not required to be collected based on the sale of goods and/or services including, but not limited to taxes on CGI's net income, business license taxes and all employer reporting and payment obligations with respect to its personnel.

4. WARRANTIES AND REMEDIES FOR BREACH OF WARRANTY

A. CGI warrants that the maintenance services will be performed in a workmanlike manner consistent with industry standards reasonably applicable to the performance of such maintenance services. If the City believes there has been a breach of this warranty and so notifies CGI in writing stating in reasonable detail the nature of the claimed breach within thirty (30) days after the maintenance services are delivered to the City by CGI, then CGI will promptly investigate the matter. If it is determined that there has been a breach of this warranty, then CGI's sole obligation, and the City's exclusive remedy, will be for CGI to correct or re-perform any affected maintenance services as necessary to cause them to comply with this warranty. There will be no additional charge to the City for the investigation and correction efforts performed by CGI, except as provided in section 2.B. If CGI is unable to correct a breach of this warranty after repeated efforts, the City will be entitled to recover its actual damages subject to the limitations and exclusions set forth in section 5.

B. THE WARRANTIES SET FORTH IN THIS SECTION 4 AND THE WARRANTIES CONTAINED ELSEWHERE IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INTEGRATION, PERFORMANCE AND ACCURACY AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE.

5. LIMITATION OF LIABILITY

A. Except as set forth in Section 5.B below, CGI's total liability for failing to meet any or all of its obligations under the Maintenance Provisions during any one-year portion of the Initial Maintenance Period following Go-Live shall be limited as follows: (i) for the first such one-year portion following Go-Live (as defined in Exhibit A), all maintenance fees paid or payable for the entire initial Maintenance Period; and (ii) for each subsequent one-year portion thereafter, the limitation for the preceding one-year portion

less $500,000. For each Maintenance Period following the initial Maintenance Period CGI's total liability for failing to meet its obligations under this Maintenance Agreement shall be limited to one (1) times the value of the Maintenance Period in which the failure occurs.

B. Notwithstanding anything to the contrary, the liability limitations set forth in Section 5.A above shall not apply to: (i) losses arising out of the gross negligence or willful misconduct of Contractor or any of its agents or subcontractors; (ii) any injury, death or damage to tangible personal property caused by CGI or any of its agents or subcontractors; or (iii) any claims or demands of third parties.

6. TERMINATION

A. Either party may terminate this Maintenance Agreement upon thirty (30) days' prior written notice if the other has materially failed to comply with any of the terms and conditions of this Maintenance Agreement. If the License Agreement is terminated for any reason, this Maintenance Agreement will automatically terminate on the effective date of the termination of the License Agreement.

B. The City may terminate this Maintenance Agreement for convenience at any time upon thirty (30) days' prior written notice to CGI. If the City has not paid the maintenance fee for the then current Maintenance Period in full, the City must pay to CGI the remaining balance of the annual maintenance fee prior to terminating this Maintenance Agreement.

C. If the City does not appropriate adequate funds for, or to continue, services under this Maintenance Agreement, the City shall provide written notification to CGI of non-appropriation of funds (the "Non-Appropriation Notice"). In such event, the City shall have no further liability hereunder except with respect to payment for services rendered and products delivered up to the date of CGI's receipt of the Non-Appropriation Notice. This Maintenance Agreement shall terminate effective as of the date of the Non-Appropriation Notice unless the Non-Appropriation Notice specifically provides otherwise.

D. Any provision of this Maintenance Agreement that imposes or contemplates continuing obligations on a party will survive the expiration or termination of this Maintenance Agreement, including but not limited to section 5.

7. LAW AND DISPUTES

A. This Maintenance Agreement will be governed by the laws of the State of California without regard to any provision of California law that would require or permit the application of the substantive law of any other jurisdiction.

B. At all times during the term of this Maintenance Agreement CGI shall comply with all applicable federal, state, and local laws and regulations.

During the term of this Maintenance Agreement, CGI shall comply with all applicable provisions of federal, state and local laws and regulations respecting the privacy and protection of information related to individuals and that all of its employees and contractors comply individually with all such laws and regulations. CGI shall also comply with all applicable federal, state and local environmental laws, rules and regulations and all laws, rules and regulations regarding the handling, storage and disposition of hazardous substances. CGI agrees that it and all CGI personnel shall at all times comply with all security regulations in effect from time to time at City's premises and shall comply with City's security policies and procedures if granted access to City's computer or communications networks.

C. Both CGI and the City agree to comply fully with all relevant export laws and regulations of the United States to ensure that no information or technical data provided pursuant to this Maintenance Agreement is exported or re-exported directly or indirectly in violation of law.

D. At the written request of either party, the parties will attempt to resolve any dispute arising under or relating to this Maintenance Agreement through the informal means described in this section 7.C. Each party will appoint a senior management representative who does not devote substantially all of his or her time to performance under this Maintenance Agreement. The representatives will furnish to each other all non-privileged information with respect to the dispute that the parties believe to be appropriate and germane. The representatives will negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. Formal proceedings for the resolution of the dispute may not be commenced until the earlier of: (i) the designated representatives conclude that resolution through continued negotiation does not appear likely; or (ii) thirty (30) calendar days have passed since the initial request to negotiate the dispute was made; provided, however, that a party may file earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or to apply for interim or equitable relief.

E. No proceeding, regardless of form, arising out of or related to this Maintenance Agreement may be brought by either party more than two (2) years after the accrual of the cause of action, except that (i) proceedings related to violation of a party's proprietary rights or any duty to protect Confidential Information may be brought at any time within the applicable statute of limitations, and (ii) proceedings for non-payment may be brought up to two (2) years after the date the last payment was due.

8. GENERAL

A. Any legal notice or other communication required or permitted to be made or given by either party pursuant to this Maintenance Agreement will be in writing, in English, and will be deemed to have been duly given: (i) five (5)

business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested; (ii) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of the notice is promptly sent by another means specified in this section; or (iii) when delivered if delivered personally or sent by express courier service. All notices will be sent to the other party at its address as set forth below or at such other address as the party may specify in a notice given in accordance with this section.

In the case of the City:	with a copy of legal notices to:
City of Los Angeles 200 N. Main Street, Suite 300 Los Angeles, CA 90012-4116 Attn: Rushmore D. Cervantes Chief Deputy Controller Fax: (213) 978-7211 Phone: (213) 978-7243 E-Mail: rushmore.cervantes@lacity.org	City of Los Angeles 200 N. Main Street, Suite 300 Los Angeles, CA 90012-4116 Attn: William E. Lamb Director Financial Analysis and Reporting Fax: (213) 978-7213 Phone: (213) 978-7203 E-Mail: bill.lamb@lacity.org
In the case of CGI:	with a copy of legal notices to:
CGI Technologies and Solutions Inc. 350 S. Grand Avenue, Suite 2350 Los Angeles, CA 90071 Attn: Tim Popoli Director Fax: (213) 613-5430 Phone: (213) 613-5400	CGI Technologies and Solutions Inc. 11325 Random Hills Road Fairfax, Virginia 22033 Attn: Office of General Counsel Fax: (703) 267-7161 Phone: (703) 267-8000

B. Neither party may assign or otherwise transfer any right or obligation set forth in this Maintenance Agreement without the other party's prior written consent, except that if the License Agreement is properly assigned pursuant to the provisions of the License Agreement, this Maintenance Agreement will be deemed to be assigned to the assignee of the License Agreement. Any purported assignment in violation of the preceding sentence will be void and of no effect. This Maintenance Agreement will be binding upon the parties' respective successors and permitted assigns.

C. This Maintenance Agreement constitutes the entire agreement between the parties, and supersedes all other prior or contemporaneous communications between the parties (whether written or oral) relating to the subject matter of this Maintenance Agreement. This Maintenance Agreement may be modified or amended solely in a writing signed by both parties.

D. The provisions of this Maintenance Agreement will be deemed severable, and the unenforceability of any one or more provisions will not affect the

enforceability of any other provisions. In addition, if any provision of this Maintenance Agreement, for any reason, is declared to be unenforceable, the parties will substitute an enforceable provision that, to the maximum extent possible in accordance with applicable law, preserves the original intentions and economic positions of the parties.

E. No failure or delay by either party in exercising any right, power or remedy will operate as a waiver of such right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving party. If either party waives any right, power or remedy, such waiver will not waive any successive or other right, power or remedy the party may have under this Agreement.

F. Neither Party shall be liable for any delay or failure to perform, to the extent caused by a Force Majeure Event provided that such Party complies with the provisions of this Section. Upon occurrence of a Force Majeure Event, the non-performing Party shall be excused from any further performance or observance of the affected obligation(s) for as long as, and to the extent that the Force Majeure Event continues and the non-performing Party (i) continues to perform to the extent practicable; (ii) takes commercially reasonable measures to mitigate the effects of the Force Majeure Event; and (iii) uses commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. Any Party whose performance is affected by a Force Majeure Event shall immediately notify the other Party by telephone (to be confirmed in writing within ten (10) business days of the inception of such delay) and describe in reasonable detail the circumstances causing such delay.

G. CGI agrees that without the City's written consent neither it nor any of its employees, agents or contractors shall use the name, service marks, or trademarks of the City or of any Affiliate of the City or reveal the existence or make any public statement regarding of this Maintenance Agreement, or the terms or conditions hereof or the services provided hereunder, including, but not limited to in any written advertising, publicity, press release, or sales presentation. Either Party shall be entitled to make such reasonable disclosures as are required by law, including without limitation any disclosures required for compliance with the Securities Laws of the United States or any state.

H. The Exhibit A and Appendix 1 referred to in and attached to this Maintenance Agreement are made a part of it as if fully included in the text.

Each party has caused its authorized representative to execute this Maintenance Agreement as of the Effective Date.

CGI Technologies and Solutions Inc. (CGI)	City of Los Angeles, California (City)
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

EXHIBIT A

CGI TECHNOLOGIES AND SOLUTIONS INC.
Proprietary Software Maintenance Agreement

1. **Initial Maintenance Period**. The Initial Maintenance Period is the period beginning upon the commencement of live production operations of the AMS Advantage software ("Go-Live") and ending five (5) years thereafter.

2. **Pre-Acceptance Maintenance Period**. The Pre-Acceptance Maintenance Period shall be the period beginning upon execution of this Maintenance Agreement and continuing until Go-Live.

3. **Maintenance Fees**.

   A. The maintenance fee for the Pre-Acceptance Maintenance Period shall be paid in accordance with Section 3 of Exhibit A to the License Agreement executed by the Parties. The parties acknowledge and agree that the fee for the Pre-Acceptance Maintenance Period includes the agreed upon fee for prior years unpaid maintenance.

   B. The maintenance fee for each year of the initial Maintenance Period shall be $500,000 and is first payable upon Go-Live and thereafter payable annually on the anniversary of the Go-Live date in accordance with the following:

Milestone	Payment Deliverable	Due Date	Deliverable Amount	Holdback 15%	Invoice Amount
A	AMS Advantage Financial Management Annual Standard Maintenance (July 2010 - June 2011)	07/01/10	$500,000.00	$0.00	$500,000.00
B	AMS Advantage Financial Management Annual Standard Maintenance (July 2011 - June 2012)	07/01/11	$500,000.00	$0.00	$500,000.00
C	AMS Advantage Financial Management Annual Standard Maintenance (July 2012 - June 2013)	07/01/12	$500,000.00	$0.00	$500,000.00
D	AMS Advantage Financial Management Annual Standard Maintenance (July 2013 - June 2014)	07/01/13	$500,000.00	$0.00	$500,000.00
E	AMS Advantage Financial Management Annual Standard Maintenance (July 2014 - June 2015)	07/01/14	$500,000.00	$0.00	$500,000.00
	Total Payments and Holdbacks - Software Maintenance		**$2,500,000.00**	**$0.00**	**$2,500,000.00**

   C. Customer may buy maintenance services for the AMS Advantage software for subsequent Maintenance Periods in which CGI is offering maintenance services, at prices to be mutually agreed by the parties.

4. **Software**. The maintenance services under this Maintenance Agreement are provided with respect to the AMS Advantage software provided to the Customer pursuant to the License Agreement.

5. **License Agreement**. The AMS Advantage software and certain Third Party Products are provided to Customer pursuant to the terms and conditions of that certain License Agreement between CGI and Customer made effective as of the date of this Maintenance Agreement.

Agreed to and initialed for identification by:

_____ _____

(Customer) (CGI)

APPENDIX 1

STANDARD PROVISIONS FOR CITY CONTRACTS (10/03)

PSC-1. Construction of Provisions and Titles Herein.

All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the **CITY** or the **CONTRACTOR**. The word **"CONTRACTOR"** or **"CONSULTANT"** herein and in any amendments hereto includes the party or parties identified in the Contract wherein this Appendix is incorporated by reference; the singular shall include the plural; if there shall be more than one **CONTRACTOR/CONSULTANT** herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several; use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Number of Originals.

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party.

PSC-3. Applicable Law, Interpretation and Enforcement.

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the **CITY** including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Contract shall be enforced and interpreted under the laws of the State of California. **CONTRACTOR/CONSULTANT** shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract.

If any part, term or provision of this Contract shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Contract, the validity of the remaining parts, terms or provisions of the Contract shall not be affected thereby.

PSC-4. Time of Effectiveness.

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

a. This Contract has been signed on behalf of the **CONTRACTOR/CONSULTANT** by the person or persons authorized to bind the **CONTRACTOR/CONSULTANT** hereto;

b. This Contract has been approved by the **CITY'S** Council or by the board, officer or employee authorized to give such approval;

c. The Office of the City Attorney has indicated in writing its approval of this Contract as to form;

d. This Contract has been signed on behalf of the **CITY** by the person designated to so sign by the **CITY'S** Council or by the board, officer or employee authorized to enter into this Contract.

PSC-5. Integrated Contract.

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in paragraph PSC-6 hereof.

PSC-6. Amendment.

All amendments hereto shall be in writing and signed by the persons authorized to bind the parties thereto.

PSC-7. Excusable Delays.

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires, floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

PSC-8. Breach.

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

PSC-9. Waiver.

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-10. Independent CONTRACTOR/CONSULTANT.

The **CONTRACTOR/CONSULTANT** is acting hereunder as an independent contractor and not as an agent or employee of the **CITY**. The **CONTRACTOR/CONSULTANT** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the **CITY**.

PSC-11. Prohibition Against Assignment or Delegation.

The **CONTRACTOR/CONSULTANT** may not, unless it has first obtained the written permission of the **CITY**;

a. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or

b. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

PSC-12. Permits.

The **CONTRACTOR/CONSULTANT** and its officers, agents and employees shall obtain and maintain all licenses, permits, certifications and other documents necessary for the **CONTRACTOR'S/CONSULTANT'S** performance hereunder and shall pay any fees required therefor. **CONTRACTOR/CONSULTANT** certifies to immediately notify the **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

PSC-13. Nondiscrimination and Affirmative Action.

The **CONTRACTOR/CONSULTANT** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the **CITY**. In performing this Contract, the **CONTRACTOR/CONSULTANT** shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. The **CONTRACTOR/CONSULTANT** shall comply with the provisions of the Los Angeles Administrative Code Sections 10.8 through 10.13, to the extent applicable hereto. The **CONTRACTOR/CONSULTANT** shall also comply with all rules, regulations, and policies of the **CITY'S** Board of Public Works, Office of Contract Compliance relating to nondiscrimination and affirmative action, including the filing of all forms required by said Office. Any subcontract entered into by the **CONTRACTOR/CONSULTANT** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph. Failure of the **CONTRACTOR/CONSULTANT** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject the **CONTRACTOR/CONSULTANT** to the imposition of any and all sanctions allowed by law, including but not limited to termination of the **CONTRACTOR/CONSULTANT'S** contract with the CITY.

PSC-14. Claims for Labor and Materials.

The **CONTRACTOR/CONSULTANT** shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible matter produced by the **CONTRACTOR/CONSULTANT** hereunder), against the **CONTRACTOR'S/CONSULTANT'S** rights to payments hereunder, or against the **CITY,** and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required.

The **CONTRACTOR/CONSULTANT** represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the **CITY'S** Business Tax Ordinance (Article 1, Chapter 2, sections 21.00 and following, of the Los Angeles Municipal Code). For the term covered by this Contract, the **CONTRACTOR/CONSULTANT** shall maintain, or obtain as necessary, all such Certificates required of it under said ordinance and shall not allow any such Certificate to be revoked or suspended.

PSC-16. Bonds.

Duplicate copies of all bonds which may be required hereunder shall conform to **CITY** requirements established by Charter, ordinance or policy and shall be filed with the Office of the City Attorney for its review in accordance with Los Angeles Administrative Code Sections 11.47 through 11.56.

PSC-17. Indemnification.

Except for the active negligence or willful misconduct of **CITY,** or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, **CONTRACTOR/CONSULTANT** undertakes and agrees to defend, indemnify and hold harmless **CITY** and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S/CONSULTANT'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by the **CONTRACTOR/CONSULTANT** or its SUBCONTRACTORS of any tier. The provisions of this paragraph survive expiration or termination of this Contract.

PSC-18. Insurance.

a. General Conditions

During the term of this Contract and without limiting **CONTRACTOR'S/CONSULTANT'S** indemnification of the **CITY, CONTRACTOR/CONSULTANT** shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by **CONTRACTOR/CONSULTANT** but not less than the amounts and types listed on the Insurance Requirements Sheet (Form Gen 146/IR in Exhibit 1 hereto, covering its operations hereunder. Such insurance shall conform to **CITY** requirements established by Charter, ordinance or policy, shall comply with the instructions set forth on Form General 133 and with the conditions set forth on the applicable City Special Endorsement form(s), copies of which are included in Exhibit 1, and shall otherwise be in a form acceptable to the City Attorney. Specifically, such insurance shall: 1) protect **CITY** as an Insured or an Additional Interest Party, or a Loss Payee As Its Interests May Appear, respectively, when such status is appropriate and available depending on the nature of the applicable coverages; 2) provide **CITY** at least thirty (30) days advance written notice of cancellation, material reduction in coverage or reduction in limits when such change is made at the option of the insurer; and 3) be primary with respect to CITY'S insurance program. Except when **CITY** is a named insured, **CONTRACTOR'S/CONSULTANT'S** insurance is not expected to respond to claims which may arise from the acts or omissions of the **CITY.**

b. Modification of Coverage

CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving **CONTRACTOR/CONSULTANT** ninety (90) days advance written notice of

such change. If such change should result in substantial additional cost to the **CONTRACTOR/CONSULTANT**, **CITY** agrees to negotiate additional compensation proportional to the increased benefit to **CITY.** Notwithstanding the forgoing, in no event shall such a requested change result in a minimum limit exceeding two times the limits set forth on the existing Appendix C, Exhibit 1 Insurance Requirements, nor shall any such change serve to add a new type or category of insurance beyond those presently reflected in the aforementioned Exhibit.

c. Failure to Procure Insurance

All required insurance must be submitted and approved by the City Attorney prior to the inception of any operations or tenancy by **CONTRACTOR/CONSULTANT**. The required coverages and limits are subject to availability on the open market at reasonable cost as determined by **CITY.** Non-availability or non-affordability must be documented by a letter from **CONTRACTOR'S/CONSULTANT'S** insurance broker or agent indicating a good faith effort to place the required insurance and showing as a minimum the names of the insurance carriers and the declinations or quotations received from each.

Within the foregoing constraints, **CONTRACTOR'S/CONSULTANT'S** failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which **CITY** may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from **CONTRACTOR/CONSULTANT**.

d. Worker's Compensation

By signing this Contract, **CONTRACTOR/CONSULTANT** hereby certifies that it is aware of the provisions of Section 3700 et seq., of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the work pursuant to this Contract.

A Waiver of Subrogation in favor of **CITY** will be required when work is performed on **CITY** premises under hazardous conditions.

PSC-19. Child Support Assignment Orders.

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code. Pursuant to this Ordinance, **CONTRACTOR/CONSULTANT** certifies that it will (1) fully comply with all State and Federal employment reporting requirements applicable to Child Support Assignment Orders; (2) that the principal owner(s) of **CONTRACTOR/CONSULTANT** are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code section 5230, et seq.; and (4) maintain such compliance throughout the term of this Contract. Pursuant to Section 10.10.b of the Los Angeles Administrative

Code, failure of **CONTRACTOR/CONSULTANT** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment or the failure of any principal owner(s) of **CONTRACTOR/CONSULTANT** to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default by the **CONTRACTOR/CONSULTANT** under the terms of this Contract, subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to **CONTRACTOR/CONSULTANT** by **CITY.** Any subcontract entered into by the **CONTRACTOR/CONSULTANT** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph and shall incorporate the provisions of the Child Support Assignment Orders Ordinance. Failure of the **CONTRACTOR/CONSULTANT** to obtain compliance of its subcontractors shall constitute a default by the **CONTRACTOR/CONSULTANT** under the terms of this Contract, subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to **CONTRACTOR/CONSULTANT** by the **CITY.**

CONTRACTOR/CONSULTANT shall comply with the Child Support Compliance Act of 1998 of the State of California Employment Development Department. **CONTRACTOR/CONSULTANT** assures that to the best of its knowledge it is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in subdivision (1) of the Public Contract Code 7110.

PSC-20. Living Wage Ordinance and Service Contractor Worker Retention Ordinance.

a. Unless otherwise exempt in accordance with the provisions of these Ordinance, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO) Section 10.37 et. seq. of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administrative Code, as amended from time to time. The Ordinances require the following:

   i. **CONTRACTOR/CONSULTANT** assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of benefits as defined in the LWO.

   ii. **CONTRACTOR/CONSULTANT** further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. **CONTRACTOR/CONSULTANT** shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. **CONTRACTOR/CONSULTANT** shall deliver the executed pledges from each such subcontractor to the **CITY** within ninety (90) days of the execution of the subcontract. **CONTRACTOR'S/CONSULTANT'S** delivery of executed pledges from each such subcontractor shall fully discharge the obligation of the **CONTRACTOR/CONSULTANT** with respect to such pledges and fully discharge the obligation of the **CONTRACTOR/CONSULTANT** to

comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.

iii. The **CONTRACTOR/CONSULTANT**, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the **CITY** with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. **CONTRACTOR/CONSULTANT** shall post the Notice of Prohibition Against Retaliation provided by the **CITY.**

iv. Any subcontract entered into by the **CONTRACTOR/CONSULTANT** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-20 and shall incorporate the provisions of the LWO and the SCWRO.

v. **CONTRACTOR/CONSULTANT** shall comply with all rules, regulations and policies promulgated by the designated administrative agency which may be amended from time to time.

b. Under the provisions of Section 10.36.3(c) and Section 10.37.5(c) of the Los Angeles Administrative Code, the **CITY** shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the **CITY** determines that the subject **CONTRACTOR/CONSULTANT** has violated provisions of either the LWO or the SCWRO or both.

c. Where under the LWO Section 10.37. 6(d), the designated administrative agency has determined (a) that the **CONTRACTOR/CONSULTANT** is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the awarding authority in such circumstances may impound monies otherwise due the **CONTRACTOR/CONSULTANT** in accordance with the following procedures. Impoundment shall mean that from monies due the **CONTRACTOR/CONSULTANT**, the awarding authority may deduct the amount determined to be due and owing by the **CONTRACTOR/CONSULTANT** to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6 (d) (3) and disposed of under procedures described therein through final and binding arbitration. Whether the **CONTRACTOR/CONSULTANT** is to continue work following an impoundment shall remain in the unfettered discretion of the awarding authority. The **CONTRACTOR/CONSULTANT** may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

Earned Income Tax Credit

This Contract is subject to the provisions of Section 10.37.4 of the Los Angeles Administrative Code, requiring employers to inform employees making less than Twelve Dollars ($12.00) per hour of their possible right to the federal Earned

Income Tax Credit (EITC). Employers must further make available to employees the forms required to secure advance EITC payments from employers.

PSC- 21. Americans with Disabilities Act.

The **CONTRACTOR/CONSULTANT** hereby certifies that it will comply with the Americans with Disabilities Act 42, U.S.C. Section 12101 et seq., and its implementing regulations. The **CONTRACTOR/CONSULTANT** will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. The **CONTRACTOR/CONSULTANT** will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the **CONTRACTOR/CONSULTANT**, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

PSC- 22. Retention of Records, Audit and Reports.

CONTRACTOR/CONSULTANT shall maintain records, including records of financial transactions, pertaining to the performance of this Contract, in their original form, in accordance with requirements prescribed by the **CITY.** These records shall be retained for a period of no less than three years following final payment made by the **CITY** hereunder or the expiration date of this contract, whichever occurs last. Said records shall be subject to examination and audit by authorized **CITY** personnel or by the **CITY'S** representative at any time during the term of this contract or within the three years following the final payment made by the **CITY** hereunder or the termination date of this contract, whichever occurs last. **CONTRACTOR/CONSULTANT** shall provide any reports requested by the **CITY** regarding performance of this Contract.

PSC-23. Discount Terms

CONTRACTOR/CONSULTANT agrees to offer the **CITY** any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Agreement which meet the discount terms.

PSC-24. Contractor Responsibility Ordinance

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of the Los Angeles Administrative Code, which requires **CONTRACTOR/CONSULTANT** to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect **CONTRACTOR'S/CONSULTANT'S** fitness and ability to continue performing the contract. In accordance with the provisions of this Ordinance, by signing this Contract, **CONTRACTOR/CONSULTANT** pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. The **CONTRACTOR/CONSULTANT** further agrees to: 1) notify the awarding authority within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the **CONTRACTOR/CONSULTANT** is not in compliance with all applicable federal, state

and local laws in performance of this contract; 2) notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the **CONTRACTOR/CONSULTANT** has violated the provisions of Section 10.40.3(a) of the Ordinance; 3) ensure that its subcontractor(s), as defined in the Ordinance, submit a Pledge of Compliance to awarding authorities; and 4) ensure that its subcontractor(s), as defined in the Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify Awarding Authorities within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Ordinance in performance of the subcontract.

PSC-25. Warranty and Responsibility of CONSULTANT/CONTRACTOR

CONSULTANT/CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S/CONSULTANT'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Minority, Women, And Other Business Enterprise Outreach Program

CONTRACTOR/CONSULTANT agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in its Proposal, if any. **CONTRACTOR/CONSULTANT** certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than $100,000, if applicable. **CONTRACTOR/CONSULTANT** shall not change any of these designated subcontractors/subconsultants, nor shall **CONTRACTOR/CONSULTANT** reduce their level of effort, without prior written approval of the **CITY,** provided that such approval shall not be unreasonably withheld.

PSC-27. Ownership

Unless otherwise provided for herein, all documents, material, data, and reports originated and prepared by **CONTRACTOR/CONSULTANT** under this contract shall be and remain the property of the **CITY** for its use in any manner it deems appropriate. The provisions of this paragraph shall survive expiration or termination of this Contract.

PSC-28. Equal Benefits Ordinance.

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the applicable provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

1. During the performance of the Contract, the **CONTRACTOR/CONSULTANT** certifies and represents that the **CONTRACTOR/CONSULTANT** will comply with the EBO. The **CONTRACTOR/CONSULTANT** agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

   "During the performance of a Contract with the **CITY** of Los Angeles, the **CONTRACTOR/CONSULTANT** will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Office of the City Administrative Officer, Contractor Enforcement Section at 1-213-978-7650."

2. The failure of the **CONTRACTOR/CONSULTANT** to comply with the EBO will be deemed to be a material breach of the Contract by the Awarding Authority.

3. If the **CONTRACTOR/CONSULTANT** fails to comply with the EBO the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under the contract may be retained by the **CITY.** The **CITY** may also pursue any and all other remedies at law or in equity for any breach.

4. Failure to comply with the EBO may be used as evidence against the **CONTRACTOR/CONSULTANT** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

5. If the City Administrative Officer determines that a **CONTRACTOR/CONSULTANT** has set up or used its Contracting entity for the purpose of evading the intent of the EBO, the Awarding Authority may terminate the Contract on behalf of the **CITY.** Violation of this provision may be used as evidence against the **CONTRACTOR/CONSULTANT** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

PSC 29 — Slavery Disclosure Ordinance

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as may be amended from time to time. **CONTRACTOR/CONSULTANT** certifies that it has complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.