



ORANGE COUNTY
AUDITOR-CONTROLLER
CONTRACT WITH
CGI TECHNOLOGIES AND SOLUTIONS INC.
FOR
PROFESSIONAL SERVICES, ADVANTAGE PB UPGRADE

CONTRACT #
MA-003-20010753

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Contract FOR ADVANTAGE PB UPGRADE

This Contract Number **MA-003-20010753** for Professional Services, Advantage PB Upgrade services (hereinafter referred to as "Contract") is effective **on the date fully executed** by and between the **Orange County/Auditor-Controller**, a political subdivision of the State of California, hereinafter referred to as "County" and **CGI Technologies and Solutions Inc.** with a place of business at **350 South Grand Avenue, Suite 3800, Los Angeles, CA 90071**, hereinafter referred to as "Contractor", which are sometimes individually referred to as "Party", or collectively referred to as "Parties".

RECITALS

WHEREAS, County and Contractor desire to enter into a Contract for Professional services to deliver the Advantage Performance Budgeting (PB) Upgrade as described in Attachment A, Statement of Work; and

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both County and Contractor agree as follows:

ARTICLES

General Terms and Conditions

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. **Entire Contract:** This Contract, comprised of these terms and conditions and Attachments A and B, which are incorporated herein, contains the entire Contract between the Parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by both parties in writing. Electronic acceptance of any additional terms, conditions or supplemental contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County Purchasing Agent or his designee, hereinafter "DPA".
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives,

substitutes or revisions are valid or binding on the parties unless authorized by the parties in writing.

- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractor shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. **Delivery - Intentionally Left Blank**
- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to be in substantial conformity with the specifications set forth in the Statement of Work, and 2) payment shall be made in arrears after acceptance.
- G. **Warranty:**
1. Contractor warrants during the term that Contractor's services specified in Attachment A ("Services") will be performed in a workmanlike manner consistent with reasonably applicable industry standards applicable to the performance of such Services. If County believes there has been a breach of this warranty and so notifies Contractor in writing stating in reasonable detail the nature of the claimed breach of this warranty contained herein within thirty (30) days after the requested Services by County staff are delivered to County by Contractor, then Contractor will promptly investigate the matter. If it has been determined that there has been a breach of this warranty, then Contractor's sole obligation and County's exclusive remedy in the event of a breach of this warranty will be to correct or re-perform any affected Services as necessary to cause them to comply with this warranty. There will be no additional charge to the County for the investigation and corrections efforts performed by the Contractor, except as provided in the attached Statement of Work. If Contractor is unable to correct a breach of this warranty after repeated efforts, County will be entitled to cover its actual damages.
 2. EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS CONTRACT, CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. If there has been a breach of the foregoing obligations, Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from and against any and all third party

claims arising from such breach and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.

If such a third party claim is brought or appears to Contractor to be likely to be brought, Contractor may, at its sole option and expense, either obtain the right for County to continue using the allegedly infringing item(s) or replace or modify the item(s) to resolve such proceeding. If Contractor finds that neither of these alternatives is available to it on commercially reasonable terms, Contractor may require County to return the allegedly infringing item(s), in which case County will receive a refund of the amounts paid by it for the returned item(s), less a reasonable adjustment for depreciation of the returned item(s).

Contractor is not responsible for any infringement claim caused by: (i) modifications made to the software by anyone other than Contractor and its sub-Contractor's working at its direction; or (ii) the combination, operation or use of the software with any items that Contractor did not supply to County or authorize in writing; or (iii) County's failure to use any new or corrected versions of the software made available by Contractor.

This paragraph H states Contractor's entire obligation to County and County's exclusive remedy with respect to any claim of infringement regarding any software or material provided by Contractor pursuant to this Contract.

- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract that is not remedied within thirty (30) days following written notice from the County describing the particulars of the breach, or any misrepresentation or fraud on the part of the Contractor. Contractor has the right to terminate this Contract for cause if a County material breach consisting of non-payment is not remedied within thirty (30) days following written notice from Contractor describing the particulars of the breach. Contractor will be paid for accepted deliverables.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed

waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the Services as set forth in the Statement of Work, Attachment A. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods and services furnished by the Contractor under this Contract, subject to County's performance of its obligations set forth in the Statement of Work. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.
- O. **Insurance Provisions:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

1. In addition to the duty to indemnify and hold the County harmless, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
2. Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability*	\$1,000,000 per claims-made
Technology Errors & Omissions*	\$1,000,000 per claims-made \$1,000,000 aggregate

* These coverages may be provided under the same policy.

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

1. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the County of Orange its elected and appointed officials, officers, agents and employees as Additional Insureds, or provide blanket coverage, which will state AS REQUIRED BY WRITTEN Contract.
2. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

1. An Additional Insured endorsement naming the *County of Orange, its elected and appointed officials, officers, agents and employees* as Additional Insureds for its vicarious liability.
2. A primary and non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees or provide blanket coverage, which will state AS REQUIRED BY WRITTEN Contract.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Contractor's Technology Errors & Omissions and/or Network Security & Privacy Liability are "Claims-Made" policy(ies), Contractor shall agree to maintain coverage for two (2) years

following the completion of the Contract.

The Commercial General Liability policy shall contain a severability of interests' clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified Contractor.

County expressly retains the right to request that Contractor increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements which shall be mutually agreed upon. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. **Change in Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

Upon receipt of notice of assignment, County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract, provided County has notified Contractor reasonably in advance of such concerns.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract.

- R. **Force Majeure:** Contractor shall not be responsible for any delay in Contractor's

performance, nor assessed with liquidated damages or unsatisfactory performance penalties during any such delay beyond the time named for the performance of this Contract, caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay provided the force majeure event does not prevent such notice, and Contractor avails itself of any reasonably available remedies.

- S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information provided to Contractor under this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

Any confidential information of Contractor, which shall be deemed to be that information belonging to or in the possession or control of Contractor which is of a confidential, proprietary or trade secret nature that is furnished or disclosed to the County under this Contract in (1) tangible form and marked or designated in writing in a manner to indicate its confidential, proprietary or trade secret nature, and (2) intangible form, that information that a reasonable person could determine to be proprietary or confidential given the nature of the information. Notwithstanding (1) and (2) above, Contractor software and documentation are confidential information of Contractor regardless of how they are marked and will remain the property of Contractor. Except for California Public Records Act requests, or as needed for Brown Act, subpoena, or any other legally permitted or required disclosure, the County agrees: (i) to hold Contractor's confidential information in strict confidence; (ii) to limit disclosure of the Contractor's confidential information to personnel furnished by the County to perform Services who otherwise have a need to know the information including County independent contractors approved in writing by the Contractor Project Manager (iii) not to disclose any such confidential information to any other third party without the prior written approval of Contractor except as authorized by law; (iv) to use Contractor's confidential information solely and exclusively in accordance with the terms of this Contract in order to carry out its obligations and exercise its rights under this Contract; and (v) to notify Contractor promptly of any unauthorized use or disclosure of Contractor's confidential information and cooperate with and assist Contractor in every reasonable way to stop or minimize such unauthorized use or disclosure.

If County receives a request pursuant to the California Public Records Act for confidential information that Contractor has marked as "Confidential," "Trade Secret," or "Proprietary," the County will promptly notify the Contractor of the request so that Contractor can seek protection from disclosure by a court of competent jurisdiction.

Upon termination or expiration of this Contract, the receiving Party, at the furnishing Party's option, will return or destroy all confidential information of the furnishing Party that the receiving Party does not possess under a valid license; provided that Contractor may retain one (1) copy of all of its work products (including working papers) produced under this Contract for archival purposes.

Each Party agrees that if a court of competent jurisdiction determines that the receiving Party has breached, or attempted or threatened to breach, any of its confidentiality obligations to the furnishing Party or the furnishing Party's proprietary rights, money damages will not

provide an adequate remedy. Accordingly, the furnishing Party will be entitled to seek appropriate injunctive relief and other measures restraining further attempted or threatened breaches of such obligations. The parties agree that this Section S shall survive early termination or expiration of this Contract.

- T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations applicable to Contractor's performance hereunder (collectively "laws"), including, but not limited to those issued by County in its governmental capacity, effective as of the date this Contract is executed. Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from and against any third party claims arising from or related to Contractor's violation of such laws.
- U. **Freight: Intentionally Left Blank**
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County (such approval not to be unreasonably withheld), and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against

the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any Contractor persons performing work under this Contract.

- Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County (which said approval shall not be unreasonably withheld by County), and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any third party claims, demands or liability due to personal injury or property damage arising from the negligent or willful misconduct in the performance of the Services provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

County shall promptly notify Contractor in writing of any claims or demands arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract for which the County seeks indemnity under this section ("Claims") and upon such notification shall provide Contractor with a copy of all notices received by the County regarding such Claims. County shall cooperate with Contractor in the defense and settlement of proceedings arising from claims for which the County seeks indemnity under this section.

- AA. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours. The inspection and/or audit will be confined to those matters connected with the performance of the Contract. The County will provide ten (10) business days prior written notice of such an audit or inspection. Contractor shall provide requested documents that are necessary to conduct an audit within ten (10) business days of receiving notice of an audit or inspection.

The County reserves the right to audit and verify the Contractor's records as set forth in this section before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County Project Manager.

- BB. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for

the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County will promptly inform Contractor and may immediately terminate or modify this Contract without penalty. Upon receipt of such notice, Contractor may cease Services for which funding is no longer available.

- CC. **Expenditure Limit:** The Contractor shall notify the County Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

Additional Terms and Conditions

1. **Scope of Work:** This Contract, including its attachments, specifies the Contractual terms and conditions by which County will procure Services from Contractor as further detailed in the scope of work, attached hereto as Attachment A – Statement of Work (“Statement of Work”).
2. **Term of Contract:** The term of this Contract shall begin on December 16, 2019 through and including March 31, 2021.
3. **Compensation:** The Contractor agrees to accept the specified compensation as set forth in Attachment B, Cost/Compensation, attached hereto, as full remuneration for performing all Services and furnishing all staffing and materials required for the scope of Services and schedule defined herein.
4. **Precedence:** The Contract documents consist of this agreement and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments.
5. **Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the Services and requirements as set forth in this Contract. The County's project manager and the Contractor's project manager will meet on reasonable notice to discuss the Contractor's performance and progress under this Contract. If requested, the Contractor's project manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is reasonably requested by the County for the purpose of monitoring progress under this Contract.
6. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect that the amounts invoiced to the County under this Contract comply with the terms of this Agreement. Any financial records required hereunder shall be in accordance with generally accepted accounting principles (County agrees that IFRS is an acceptable standard for accounting principles). These records shall be stored at Contractor's premises for a period of three years after final payment is received from the County; and any such examination of Contractor's records shall not occur more than

once annually and will require at least ten (10) business days advance written notice to Contractor. Contractor shall make records available for examination pursuant to this paragraph within ten (10) business days of receipt of the County's request.

7. **Conflict of Interest – Contractor's Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and relatives; sub-tier Contractor's and third parties associated with accomplishing work and Services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.
8. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor ("County Property"), except for Contractor Property. All documents, reports and other incidental or derivative work or materials furnished by County hereunder shall remain the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the County Property shall be used by the Contractor except as necessary for its performance of this Contract without the express written consent of the County. Contractor will own all intellectual property rights, title and interest in and to all work products developed by it under the Contract related to Contractor pre-existing software and intellectual property ("Contractor Property"). Subject to payment in full by County of all amounts owed to Contractor under the Statement of Work, Contractor grants to County an irrevocable, nonexclusive, royalty-free right and license to use, execute, reproduce, modify and create derivative works from such work products for County's own internal use. Neither party will be prevented from using ideas, concepts, expressions, know-how, skills and experience possessed by it prior to, or developed or learned by it in the course of, performance under the Agreement.
9. **Title to Data:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract. Contractor may retain a copy of Contractor deliverables for archival purposes as long as such retained copies do not contain County Personal Information as defined in Paragraph 23.
10. **Termination – Orderly:** Upon termination or other expiration of this Contract, each party shall promptly return to the other party, or destroy (if requested by the other party), all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each party will assist the other party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each party.
11. **Notices:** Any and all notices permitted or required to be given hereunder shall be deemed duly given (1) upon actual delivery, if delivery is by hand; or (2) upon delivery by the United

States mail or other delivery service such as FedEx if delivery is by postage paid registered or certified return receipt requested mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time.

For Contractor:

CGI Technologies and Solutions Inc.
350 South Grand Avenue, Suite 3800
Los Angeles, CA 90071
ATTN: **Pankaj Joshi**
Phone: (213) 239-5300
Email: pankaj.joshi@cgi.com

Copy to:

CGI Technologies and Solutions Inc.
11325 Random Hills Road, 8th floor
Fairfax, VA 22030
ATTN: **Office of General Counsel**
Email: us-ogc.crp@cgi.com

For County:

Project Management

County of Orange County Executive Office\Budget
333 W. Santa Ana Blvd.
10 Civic Center Plaza Room 315
Santa Ana, CA 92701

Attn: Jaime L. Martinez
Title: County Project Manager
Phone: (714) 834-4104
Email: jaime.martinez@ocgov.com

Copy to:

County of Orange Auditor Controller
1770 N. Broadway
Santa Ana CA 92706

Attn: Phillip Daigneau
Title: Director Information Technology
Phone: (714) 834-6277
Email: Phillip.Daigneau@ac.ocgov.com

Contracts

County of Orange Auditor Controller
 1770 N. Broadway
 Santa Ana CA 92706
 Attn: **Maribel Garcia**
 Title: Deputy Purchasing Agent
 Phone: (714) 834-3495
 Email: maribel.garcia@ac.ocgov.com

12. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
13. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County proved in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
14. **Authorization/Warranty:** The Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.
15. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under the Contract without first obtaining review and written approval of said news releases from the County through the County's project manager.
16. **County Project Manager:** The County shall appoint a Project Manager to act as liaison between the County and the Contractor during the term of this Contract. The County's Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor.

17. **Contractor Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. Contractor's Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager.

The County's project manager shall have the right to require the removal and replacement of the Contractor's project manager and key personnel after escalating the request to senior management of the parties. The County's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice from the County's project manager. The County's project manager shall review and approve the appointment of the replacement for the Contractor's project manager and key personnel. Said approval shall not be unreasonably withheld. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

18. **Contractor Staff:** In addition to the rights set forth in paragraph 17 above, the County's Project Manager shall have the right to request the removal and replacement of any of Contractor's personnel from providing Services to the County under this Contract. The County's Project Manager shall notify the Contractor's Project Manager in writing of such action. The Contractor shall accomplish the removal of the specified personnel within three (3) calendar days after written notice by the County's Project Manager which will not be issued until Contractor has had a reasonable opportunity to remedy the situation, as permitted herein. The County will provide any reason, rationale or factual information in the event it elects to request the removal of any of Contractor's personnel from providing Services to the County under this Contract and will provide Contractor with the opportunity to remedy the situation prior to any such removal taking place.
19. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County shall discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents shall be returned to Contractor for correction.
20. **Acceptance:** Acceptance of Deliverables will be conducted in accordance with the following procedures. All time periods specified in the following procedures are defaults that may be overridden by the applicable Statement of Work.
- a. **Written Deliverables.** "Written Deliverable" are deliverables that are documents, such as reports, system designs or documentation. Contractor may submit interim drafts of a Written Deliverable to County for review. County agrees to review and provide comments to Contractor on each interim draft within five (5) business days after receiving it from Contractor. County will have the opportunity to review the Written Deliverable for an acceptance period of ten (10) business days after delivery of the final version of the Written Deliverable (the "Acceptance Period").

County agrees to notify Contractor in writing by the end of the Acceptance Period either stating that the Written Deliverable is accepted in the form delivered by Contractor or describing in reasonable detail any substantive deviations from the description of the Written Deliverable contained in the Statement of Work that must be corrected prior to acceptance of the Written Deliverable. If Contractor does not receive any such deficiency notice from County by the end of the Acceptance Period, the Written Deliverable will be deemed to be accepted. If County delivers to Contractor a timely notice of deficiencies and the items specified in the notice are deficiencies, Contractor will correct the described deficiencies within a reasonable period of time. Contractor's correction efforts will be made at no additional charge, except that if the Written Deliverable is developed on a time and materials basis, Contractor's correction efforts will be made on a time and materials basis.

Upon receipt of a corrected Written Deliverable from Contractor, County will have a reasonable additional period of time, not to exceed ten (10) business days, to review the corrected Written Deliverable to confirm that the identified and agreed-upon deficiencies have been corrected. County will not unreasonably withhold, delay or condition its approval of a final Written Deliverable.

- b. Software Deliverables. "Software Deliverables" are deliverables that are operational software (a completed system or any module, subsystem or release). Acceptance testing is an iterative process designed to determine whether the Software Deliverable performs the functions described in its approved Specifications ("Specification" means a mutually agreed upon document that describes with particularity the functions to be performed by a Software Deliverable and that is designated in the Statement of Work under which the Software Deliverable is being developed as the specifications for that Software Deliverable) and to discover and remove Nonconformities through repeated testing cycles. As used in this Contract, "Nonconformity" means a reproducible condition in a Software Deliverable that prevents the Software Deliverable from performing the functions described in its specifications such that the Software Deliverable does not operate or cannot be used in a production environment. At least forty-five (45) days prior to the date on which Contractor is scheduled to deliver any Software Deliverable to County, County will deliver for Contractor's review proposed testing procedures for the Software Deliverable, including without limitation the detailed test scripts, test cases, test data and expected results. At least thirty (30) days prior to the date on which Contractor is scheduled to deliver the Software Deliverable to County, the parties will agree upon the testing procedures for the Software Deliverable (the "Acceptance Tests" or "Acceptance Testing").
- (1) The "Acceptance Test Period" for each Software Deliverable will be thirty (30) days. The Acceptance Test Period for each Software Deliverable will begin when Contractor has completed and delivered the Software Deliverable to County's designated site, successfully completed Contractor's installation test and notified County that the Software Deliverable is "Ready for Acceptance." Contractor will not be obligated to deliver a Software Deliverable to County until County demonstrates the readiness of the target technical platform and environment, as described and according to the schedule specified in the Statement of Work.

- (2) County will start to perform Acceptance Testing on each Software Deliverable promptly after receiving Contractor's notice that the Software Deliverable is ready for Acceptance. County's Acceptance Testing will consist of executing test scripts from the Acceptance Tests during the Acceptance Test Period. If County determines during the Acceptance Test Period that the Software Deliverable contains a Nonconformity, County will promptly send Contractor a written notice Reporting the alleged Nonconformity. A Nonconformity will be considered "Reported" only if it is described to Contractor in sufficient detail to allow Contractor to recreate it. Contractor will modify the Software Deliverable to remove the Reported Nonconformity and will provide the modifications to County for re-testing. County will then re-test the modified portions of the Software Deliverable promptly after receiving the modifications from Contractor.
- (3) By the end of the Acceptance Test Period County will provide Contractor with a final written list Reporting any outstanding Nonconformities (the "Punch List"). Contractor will modify the Software Deliverable to remove the Nonconformities that are Reported on the Punch List and will provide the modifications to County. County will have fifteen (15) business days after receipt of the modifications to re-test the modified Software Deliverable to confirm that the Nonconformities that are Reported on the Punch List have been removed. If any Nonconformities that were Reported on the Punch List have not been removed, County will provide Contractor with written notice by the end of the re-testing period Reporting any such Nonconformities. In such event, the procedures set forth in this Section 20.b will be repeated for the remaining Nonconformities on the Punch List.
- (4) Contractor and County each agrees to work diligently to achieve acceptance of Software Deliverables at the earliest possible date, and County will work diligently to put the Software Deliverable in live production operations. Acceptance of a Software Deliverable will take place when any of the following events occurs: (i) County gives Contractor written notice of acceptance; (ii) County uses the Software Deliverable or any substantial portion of it in live production operations; (iii) the Acceptance Test Period expires without County having given Contractor the Punch List; or (iv) the re-testing period expires without County having Reported any remaining Nonconformities on the Punch List.
- (5) Contractor's modifications made pursuant to this section will be made at no additional charge, except that if the Software Deliverable is developed on a time and materials basis, Contractor's modifications made pursuant to this section will be made on a time and materials basis.

21. **Stop Work:**

- a) The County may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period up to 45 days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with

its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 45 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the County shall either:

- (i) Cancel the stop work order; or
 - (ii) Terminate this Contract in whole or in part in writing as soon as feasible. County will provide thirty (30) days' advance notice of the termination of the Contract to Contractor if a stop work has been issued by County.
- b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The County shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
- (i) The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and
 - (ii) The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided, that if the County decides the facts justify the action, the County may receive and act upon a proposal submitted at any time before final payment under this Contract.
- c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated, Contractor will be paid for accepted deliverables, and for all work in progress properly performed in accordance with this Contract through the effective date of termination based on a reasonable percentage of completion.

22. Disputes:

- a) The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:
- (i) The Contractor shall submit to the County Agency/Department Project Manager and County Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 - (ii) The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the

supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

- b) Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of Services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. The foregoing shall not preclude either Party from seeking resolution through formal means.

23. County Personal Information:

- a) The capitalized terms used in this Paragraph 23 shall have the following meanings.
- (i) "Authorized Employees" means Contractor's employees who have a need to know or otherwise access Personal Information to enable Contractor to perform its obligations under this Agreement.
 - (ii) "Personal Information" means information provided to Contractor by or at the direction of County, or to which access was provided to Contractor by or at the direction of County, in the course of Contractor's performance under this Agreement that: (a) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers); or (b) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers), in case of both subclauses (a) and (b). County's business contact information is not by itself deemed to be Personal Information.
- b) Contractor acknowledges and agrees that Contractor's performance of the Services under this Contract does not require that Contractor access, keep or maintain Personal Information, however, in the course of its engagement by County, Contractor may receive or have access to Personal Information. Contractor shall comply with the terms and conditions set forth in this Agreement in its collection, receipt, transmission, storage, disposal, use and disclosure of such Personal Information
- c) In recognition of the foregoing, Contractor agrees and covenants that it shall:
- (i) keep and maintain all Personal Information in confidence, using such degree of care as is reasonable to avoid unauthorized access, use or

disclosure and which is similar to the way that Contractor maintains its own information which is similar to the Personal Information but in no event less than reasonable care;

- (ii) use and disclose Personal Information solely and exclusively for the purposes for which the Personal Information, or access to it, is provided pursuant to the terms and conditions of this Agreement, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information for Contractor's own purposes or for the benefit of anyone other than County, in each case, without County's prior written consent; and
- (iii) not knowingly, directly or indirectly, disclose Personal Information to any person other than its Authorized Employees, without express written consent from County unless and to the extent required by Government Authorities or as otherwise, to the extent expressly required, by applicable law, in which case, Contractor shall use best efforts to notify County before such disclosure or as soon thereafter as reasonably possible.

- d) Contractor agrees that its collection, access, use, storage, disposal and disclosure of Personal Information does and will comply with all applicable federal and, state privacy and data protection laws, as well as all other applicable regulations and directives. County will provide written notice to Contractor of all applicable County regulations and directives. Any substantive changes to such applicable County regulations and directives will be implemented as a change consistent with Paragraph P of the General Terms and Conditions if Contractor's continued compliance with such regulation or directive, as changed, results in additional costs to the Contractor or the change otherwise impacts the Services.

- 24. **Contractor Personnel – Uniform/Badges/Identification:** All Contractor's employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by the Contractor and must be worn at all times while working on County property. The assigned County Purchasing Agent must be notified in writing, within seven (7) days of notification of award of Contract of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) days prior to any changes in this procedure.
- 25. **License:** All software, including updates, upgrades or enhancements to software currently licensed by Contractor to the County, provided under this Contract shall be subject to the perpetual, non-exclusive license agreements related to the software, including but not limited to the Proprietary Software License attached as Attachment E to Contract No. MA-003-11012413.
- 26. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- 27. **Limitation of Liability:** In no event shall Contractor's liability for any and all claims, losses or damages arising under or related to this Agreement (including without limitation, for breach of contract, breach of warranty, negligence or other tort claim, including but not limited to

negligence), exceed the amount that the County paid Contractor under the Statement of Work.

In no event will Contractor or any person or entity involved in the creation, manufacture or distribution of any software, services or other materials provided under this Contract be liable for any damages caused by the failure of County or its affiliates or suppliers to perform their responsibilities or any lost profits, loss of business, loss of use, lost savings or other consequential, special, incidental, indirect, exemplary or punitive damages, even if Contractor has been advised of the possibility of such damages.

The foregoing limitations do not apply to claims for personal injury or property damage to County property arising from Contractor's negligence or willful misconduct nor do they apply to Contractor's indemnification obligations under paragraphs "H," "O," and "Z." The limitation of liability set forth in this paragraph 27 will survive and apply notwithstanding the failure of any limited or exclusive remedy for breach of warranty set forth in this Contract. The parties agree that the foregoing limitations shall not limit or expand the County's right to any insurance recovery available under the policies required in this Contract. The parties agree that this paragraph 27 shall survive early termination or expiration of this Contract.

28. **Data Location:** Except where Contractor obtains the County's prior written approval, the physical location of Contractor's data center where County Data is stored shall be within the Continental United States.

29. **Compliance with County Information Technology Policies And Procedures:**

Contractor, its subcontractors, the Contractor personnel, and all other agents and representatives of Contractor, will comply with and abide by all Information Technology (IT) policies and procedures of the County that are provided or made available in advance to Contractor that reasonably pertain to Contractor in connection with Contractor's performance under this Contract. Any material violations or disregard of such IT policies or procedures shall, in addition to all other available rights and remedies of the County, be cause for termination of this Contract pursuant to the Termination section, which addresses notice and cure.

Any changes to County's IT policies and procedures that occur during the term of this Contract must be provided to Contractor in advance of the effective date of said change. If such changes impact the Contract schedule, pricing, services, or resources, Contractor's obligation to comply with any such changes are subject to a change order to address the impact on the schedule, pricing, services, or resources, as applicable.

In addition to the foregoing, Contractor shall comply with the following:

a. **Security and Policies** – Contractor's performance under this Contract, shall be in accordance with the County's security requirements, policies, and procedures as set forth above and as modified, supplemented, or replaced by the County from time to time, in its sole discretion, by providing Contractor with a written copy of such revised requirements, policies, or procedures reasonably in advance of the date that they are to be implemented and effective (collectively, the "Security Policies"). Contractor shall use industry standard practices and methods with regard to the prevention, detection,


and elimination of fraud, abuse, and other inappropriate or unauthorized access to County systems by Contractor and its associated representatives and in the performance of Contractor's services in this Contract.

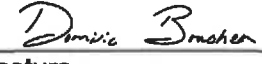
- b. Information Access** – The County may require all Contractor personnel performing services under this Contract to execute a reasonable confidentiality and non-disclosure agreement concerning access protection and data security in the form provided by County. The County shall authorize, and Contractor shall issue, any necessary information-access mechanisms, including access IDs and passwords, and in no event shall Contractor permit any such mechanisms to be shared or used by other than the individual Contractor personnel to whom issued. Contractor shall provide its personnel with only such level of access to County systems as is required for such individual to perform his or her assigned tasks and functions. All County systems, and all data and Software contained therein, including County data, County hardware and County software, used or accessed by Contractor: (a) shall be used and accessed by such Contractor solely and exclusively in the performance of their assigned duties in connection with, and in furtherance of, the performance of Contractor's obligations hereunder; and (b) shall not be used or accessed except as expressly permitted hereunder, or commercially exploited in any manner whatsoever, by Contractor, at any time.
- c. Enhanced Security Procedures** – The County may, in its discretion, designate certain areas, facilities, or systems as requiring a higher level of security and access control. The County shall indicate in the SOW to this Contract any such designation. The SOW shall set forth in reasonable detail the enhanced security or access-control procedures, measures, or requirements by which Contractor must abide, as well as the date on which such procedures and measures shall take effect..
- d. Security Audits** –Each Contract year, County may perform or have performed security reviews and testing of the County's IT infrastructure. Such testing shall ensure all pertinent County security standards as well as any customer agency requirements, such as federal and state requirements.

SIGNATURES

The PARTIES hereto have executed this Contract on the dates shown opposite their respective signatures below.

Contractor*: CGI TECHNOLOGIES AND SOLUTIONS INC.

<u>CINTIA RUNHA</u>	<u>VICE PRESIDENT</u>
Print Name	Title
<u></u>	<u>12-02-2019</u>
Signature	Date

<u>Dominic Boucher</u>	<u>Vice President, Controller</u>
Print Name	Title
<u></u>	<u>12/4/2019</u>
Signature	Date

* Unless otherwise demonstrated that the person(s) executing this Contract on behalf of Contractor has the requisite authority to legally obligate and bind Contractor, if the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President. The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer.

COUNTY OF ORANGE, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA:

_____	_____
Print Name	Title
_____	_____
Signature	Date
Approved by Board of Supervisors on:	Date _____

County of Orange, Office of the County Counsel

APPROVED AS TO FORM:

<u></u>	Date <u>Dec. 5, 2019</u>
--	--------------------------

Deputy County Counsel

Attachment A – Statement of Work

I. PROFESSIONAL SERVICES

Contractor shall deliver the Advantage Performance Budgeting (PB) Upgrade services, hereinafter “Advantage PB Upgrade” project, as described herein, to upgrade the County’s current Performance Budgeting system (CGI Advantage PB 3.10) to the latest version of the Performance Budgeting software, Advantage 4 - Performance Budgeting (Advantage 4 – PB), offered by the Contractor.

Contractor shall use sound project management principles based on prior experience in upgrade implementation projects for the Advantage PB Upgrade project.

The Advantage PB Upgrade project will be comprised of the Planning and Management, Envision, Create, and Achieve phases, taking into account the internal and external elements. This integrated approach provides an invaluable tool to track overall progress against the agreed upon milestones, identify risk areas, and proactively take the appropriate steps to mitigate those risks.

Contractor’s upgrade implementation methodology shall be supported by an inventory of Contractor-specific tools, assets, utilities, templates, checklists, and deliverables. Contractor-specific work product samples shall be used as a starting point for the work products the Contractor will complete under this Contract.

II. ADVANTAGE PB UPGRADE IMPLEMENTATION PHASES

The following is a list of major tasks and activities to be completed for the Advantage PB Upgrade project at the County:

1.1 PLANNING AND MANAGEMENT

1.1.1 Project Planning

1.1.2 Project Management

1.2 ENVISION

1.2.1 Project Team Training

1.2.2 Business Process Analysis

1.2.3 Application Configuration Strategy

1.2.4 User Roles Configuration Strategy

1.3 CREATE PHASE

1.3.1 Environments Setup

1.3.1.1 Development (DEV) Environment

1.3.1.2 Integrated System Test (IST) Environment

- 1.3.1.3 User Acceptance Test (UAT) Environment
 - 1.3.2 Configuration and Testing
 - 1.3.2.1 Application Configuration and Testing
 - 1.3.2.2 Extensibility Configuration and Testing
 - 1.3.2.3 Budget Forms Configuration and Testing
 - 1.3.2.4 SBFS Configuration and Testing
 - 1.3.3 Data Conversion
 - 1.3.3.1 Database Conversions
 - 1.3.3.2 Extensibility Conversions
 - 1.3.4 Extensibility Enhancements
 - 1.3.5 System Interfaces
 - 1.3.6 Reports/Data Warehouse Updates
 - 1.3.7 User Roles Setup and Testing
 - 1.3.8 Security and Workflow Setup and Testing
 - 1.3.9 Testing
 - 1.3.9.1 Integrated System Test
 - 1.3.9.2 User Acceptance Test
 - 1.3.9.3 Performance Test
 - 1.3.10 Training
 - 1.3.10.1 Training Plan
 - 1.3.10.2 Training Materials
 - 1.3.10.4 End-User Training
 - 1.3.11 Transition Management
 - 1.3.12 Policy & Procedures
- 1.4 ACHIEVE PHASE
- 1.4.1 Production Environment;
 - 1.4.2 Production Cutover
 - 1.4.2.1 Production Cutover Plan
 - 1.4.2.2 Production Cutover
 - 1.4.3 Post-Implementation Support

The major tasks listed above include deliverables for both Contractor and the County to be delivered throughout the course of the project.

1.1 PLANNING AND MANAGEMENT

Contractor and County shall conduct project planning and management activities and complete the deliverables to establish an approach for communicating the project status to County management and provide management oversight to the project team.

County and Contractor's tasks to be completed for the Planning and Management of the Advantage PB Upgrade project are organized as follows:

- 1.1.1 Project Planning;
- 1.1.2 Project Management.

1.1.1 Project Planning

The project planning activities include the creation and maintenance of the project Work Plan and the project governance structure for successfully planning and managing the project activities.

a. Project Plan:

Contractor shall develop a detailed work plan for the Advantage PB Upgrade project. The work plan shall identify the major project activities, schedule, dependencies, and responsibilities for the completion of the project tasks and activities.

b. Project Control Document

Contractor shall develop the Project Control Document (PCD) defining clear plans for allocating resources, define deliverables, and provide a comprehensive view of all components that will be critical for the successful implementation of the project. The PCD will define how the Contractors project management standards will be applied to the Envision, Create, and Achieve Phases for the Advantage PB Upgrade project.

Specifically, the PCD shall define the project management strategies for the following areas:

- **Project Governance**
 - Project Governance and Structure
 - Communication Strategy
- **Scope Management**
 - Deliverables Management
 - Change Control Process Management
- **Issue and Risk Management**
 - Issue Management (including issue escalation processes)
 - Project Risk Management
- **Quality**
 - Quality Management

- Work Product Reviews
- Incident and Defect Management

1.1.2 Project Management

Contractor shall provide project management and oversight to Contractor staff on the project in accordance with the tasks identified herein and in Section III (Project Assumptions) below. Contractor shall assign a Project Manager to conduct the project management activities for this project. Similarly, County shall assign a Project Manager to work with the Contractor assigned Project Manager. The ongoing project management services to be provided by Contractor shall encompass:

- Assigning and coordinating Contractor team resources and deliverables;
- Reporting on Contractor resources and deliverables, including the development of a minimum of monthly status reports (one per month);
- Identifying, tracking, and helping to resolve project issues;
- Providing guidance to the Contractor team in completing tasks/deliverables;
- Coordinating project deliverables among all Contractor resources.

a. Status Reports

Contractor shall submit a minimum of a monthly status report (one per month) to the County that includes:

- Project status against the project schedule;
- Status of deliverables;
- Project issues and risks;
- Update to the work plan (as necessary);
- Other significant issues that impact project stakeholders (e.g., departments)

It is expected that the County and Contractor Project Managers and designated team leads will have at least semi-monthly project meetings (two times per month), more frequently as determined by the project management team, and bring staff, as necessary, to present and discuss project progress, issues, and risks.

The Contractor and County shall jointly develop a monthly status report for briefing the CAPS Steering Committee. Contractor's Project Manager will attend Steering Committee meetings and provide a briefing on project matters to the County. Contractor shall assist County staff in the presentation of other briefings that may be requested by the County in order to inform the Board of Supervisors, departments or other committees on project status and issues for their consideration.

b. Kick-Off Meeting

Contractor shall develop the project kick-off meeting materials which will outline project objectives, tasks, responsibilities, and the overall project timeline, and conduct one (1) project

kick-off meeting for project team members. County shall assist in developing a kick-off presentation and scheduling the project kick-off meeting.

c. Deliverable Acceptance Criteria

Contractor and the County will complete and submit deliverables for review and approval according to the updated Work Plan (Appendix S2 – Proposed Project Plan). All deliverables will be submitted to County. The County will review and provide feedback on all Contractor deliverables in a timely manner (within five (5) business days) so as not to affect the project schedule. County agrees to notify Contractor in writing at the end of the acceptance period either stating the deliverable is accepted in the form delivered by Contractor or describing in reasonable detail any substantive deficiencies that must be corrected prior to acceptance of the deliverable. If Contractor does not receive any such deficiency notice from County by the end of the acceptance period, the deliverable will be deemed to be accepted. If resolution cannot be made within the five (5) business days, the County Project Manager will escalate the issue to the appropriate level (e.g., Project Management Team).

Contractor will provide a sign-off sheet for each deliverable upon completion. The sign-off sheet will acknowledge the County's formal acceptance and approval of the deliverable. Once a month, Contractor will provide a deliverable transmittal letter for each Contractor deliverable submitted to the County. The transmittal will include a description of the deliverable, the date of completion and the deliverable document (if applicable). The County Project Manager will sign all Contractor deliverable transmittals prior to the Contractor invoicing the County for completed deliverables.

A detailed description of the deliverables to be produced by Contractor is included in Appendix S1 – Deliverables Definition.

1.1.3 Planning and Management Deliverables

Below is a listing of all County and Contractor deliverables and interim work products for Planning and Management.

Contractor Deliverables:

Number	Name
1.1.1.3	Advantage PB Upgrade Project Plan
1.1.2.3	Project Control Document
1.1.3.3	Project Kick-Off Meeting
1.1.4.3	Advantage PB Upgrade Monthly Status Reports

County Deliverables:

Number	Name
	None

1.2 ENVISION PHASE

The Envision Phase includes the functional and technical training to the County's project team for successfully participating on the Advantage PB Upgrade project, an analysis of the County's current business processes for Performance Budgeting, and the strategy development for the configuration of the Application and User-Roles in Advantage 4 – Performance Budgeting system.

County and Contractor's tasks to be completed during the Envision phase are organized as follows:

- 1.2.1 Project Team Training;
- 1.2.2 Technical Configuration Strategy;
- 1.2.3 Business Process Analysis;
- 1.2.4 Application Configuration Strategy;
- 1.2.5 User Roles Configuration Strategy.

1.2.1 Project Team Training

Contractor shall conduct training for the County's project team to become familiar with the business (functional) and operational (technical) components of Advantage 4 – Performance Budgeting.

a. Project Team Training – Functional Staff

Contractor shall conduct this training for the County's functional staff assigned to the project in a Contractor Hosted Environment. Contractor shall conduct one delivery of the configuration training class for up to fifteen (15) County functional team members on the Advantage 4 - PB configurations. Contractor will work with the County to develop and customize the functional training specific to the County. Contractor will provide County a list of the features and functionalities that have been added to Advantage 4 - PB since the implementation of the County's current Performance Budgeting system. Contractor shall use the standard Advantage Learning and Methodology for this training.

b. Project Team Training - Technical Staff

Contractor shall conduct this training for the County's technical staff assigned to the project. This training will acquaint the County's technical staff with the technical concepts of supporting Advantage 4 - PB for the Advantage PB Upgrade project. Contractor shall use the standard Advantage Learning and Methodology for this training.

Since the County is an existing client, the training plan may be modified to accommodate the operational requirements of the County to align the County's technical requirements to Advantage 4 - PB. The customized training curriculum will contain learnings on utilization of RedHat JBoss, Redis, and HighSoft HighCharts. Training will also include utilization of baseline extensibility for Advantage 4 - Performance Budgeting.

c. Knowledge Transfer

Contractor shall provide "knowledge transfer" to County staff by working side-by-side with

the County.

As part of the training and knowledge transfer strategy developed during the Envision phase, Contractor will assist the County with critical elements of the Advantage PB Upgrade implementation and serve in a consulting capacity for project tasks, such as:

- Assisting with table configuration;
- Executing User Acceptance Tests; and
- Providing system expertise during interface development.

County shall apply the updates and/or prepare an addendum to the baseline Advantage 4 – PB users and system documentation to reflect any modifications completed during the Advantage PB Upgrade. Contractor shall support the County to prepare the following documentation:

- Advantage User Documentation – updated version of the Advantage 4 – PB application documentation. These updates shall be loaded to the online application such that field level and page level help and effort handling may reflect Advantage PB Upgrade modifications.
- Advantage Systems Documentation – updated version of the Advantage 4 – PB application documentation. These updates shall include considerations for the County to update its operations documentation (e.g., potential impacts to the County’s run books, call-back lists, job dependencies, etc.).

In addition to formal instructor led Product training, Contractor will provide on the job knowledge transfer that will include methodologies, available toolkits, and instructions, as well as procedures for securing, applying and testing patches and sub-releases.

1.2.2 Technical Configuration Strategy

Contractor shall work with the County to document the technical setup for the implementation of the Advantage 4 - PB Upgrade. This strategy will include:

- Advantage Performance Budgeting and associated 3rd Party software;
- Technical specifications for hardware sizing and configuration.

1.2.3 Business Process Analysis

Contractor shall analyze the County’s processes in their current Performance Budgeting system, including, Budget Formulation and Salary and Budget Forecasting System (SBFS). The objective of this analysis is to identify options for revising and/or updating system configurations to leverage the functional and technical enhancements available in Advantage 4 – PB to improve the User Experience and system operations.

If available, the County shall provide the documentation or guidance for the current business

processes to the Contractor. The Contractor shall work with the County to identify and recommend potential business process changes to leverage the new capabilities available in Advantage 4 - PB. The County shall review and implement the the recommendations, as appropriate, based on the business requirements of the County.

1.2.4 Application Configuration Strategy

Contractor shall analyze the Chart of Accounts and Extensibility configurations within the County's current Performance Budgeting system and develop the strategy for configuring the Advantage 4 - PB application to support the County's business requirements.

The County shall apply the application configurations finalized during the Envision Phase. These configurations provide the foundation that will support the converted data that will be loaded to support the Advantage PB Upgrade. Contactor shall assist the County team in applying the application configurations and in resolving issues identified by the County during the application configuration change process. The configuration of Advantage 4 - PB will be based on the usage of the current Performance Budgeting functions. The configuration strategy document will include the Advantage 4 applications, 3rd party software, and hardware required for the Advantage PB Upgrade at the County.

1.2.5 User-Roles Configuration Strategy

Contractor shall work with the County to conduct an analysis of the user roles established in the County's current Performance Budgeting system and develop the strategy for transitioning those user roles to Advantage 4 - PB for enhancing the User Experience and user productivity.

The County shall apply the User-Roles configurations finalized during the Envision Phase. These configurations provide the foundation for the user functions and responsibilities for the usage of the system upon completion of the Advantage PB Upgrade project. Contractor shall assist the County team in applying the User-Role configurations and in resolving issues identified by the County during the process. The configuration of the user roles in Advantage 4 - PB will be based on the user responsibilities in the County's current Performance Budgeting system and the capabilities available in Advantage 4 PB.

1.2.5 Envision Phase Deliverables

Below is a listing of all County and Contractor deliverables and interim work products for the Envision Phase:

Contractor Deliverables:

Number	Name
1.2.1.2	Project Team Training - Functional Staff
1.2.1.4	Project Team Training - Technical Staff
1.2.1.6	Knowledge Transfer Support Documentation

Number	Name
1.2.2.3	Technical Configuration Strategy
1.2.4.3	Application Configuration Strategy
1.2.4.5	User Roles Configuration Strategy

County Deliverables:

Number	Name
	None

1.3 CREATE PHASE

The Create phase encompasses activities related to Advantage PB Upgrade project, including the technical environments setup, software configuration and testing, training and preparations for Advantage 4 - PB Upgrade implementation. County and Contractor's tasks to be completed during the Create phase will be organized as follows:

- 1.3.1 Technical Environments Setup;
- 1.3.2 Application Configuration;
- 1.3.3 Extensibility Configuration;
- 1.3.4 Data Conversion;
- 1.3.5 System Interfaces;
- 1.3.6 Reports and Data Warehouse;
- 1.3.7 User Roles Configuration;
- 1.3.8 Security & Workflow Configuration;
- 1.3.9 Testing;
- 1.3.10 Training;
- 1.3.11 Transition Management; and
- 1.3.12 Policy & Procedures.

1.3.1 Technical Environments Setup

County and Contractor will setup the technical environments for the Advantage 4 - PB Upgrade project. The setup of the technical environments includes the configuration of the hardware and system software, installation of the Advantage 4 - PB and associated 3rd party software as specified, the configuration of the Advantage 4 – PB software, and conducting the software installation tests. Contractor will support a maximum of three (3) non-production environments. Third-party applications necessary for the Advantage PB Upgrade will be identified in the CAPS+ FS, HR &

BRASS/Performance Budgeting (PB) Annual Maintenance and Support Agreement.

County will procure, setup and configure all hardware required for Advantage 4 - PB Upgrade project. County will procure and setup the application, database, and reporting servers.

Contractor shall install, configure and test Advantage 4 PB and 3rd party software in the non-production technical environments one time. The County will be responsible for installation of all 3rd party software on the developer machines. Any additional installation requested due to a change in the technical platform (i.e. operating system, database or containerization software) will require a Change Order and may incur additional costs to the County.

County shall setup and test all applications and system control reference tables. Contractor shall assist County staff as they execute tests to confirm table setups.

Contractor will assist the County with the analysis, install, and testing of all software patches in the non-production and production environments prior to go-live. County, with the assistance of Contractor, is responsible for manually managing software configuration activities prior to go-live. County is responsible for configuration management activities post go-live. County is responsible for the installation of Advantage 4 - PB and 3rd party software for the production environment. Contractor will provide support for the installation of Advantage 4 – PB and 3rd party software in the production environment.

The County will develop, implement and manage database backup and recovery processes. Contractor will support County in their designing or updating designs to batch processing schedule including interfaces and the County will develop and test the associated batch scripts.

1.3.2 Application Configuration and Testing

The project team will configure the reference tables and Chart of Accounts data elements in Advantage 4 - PB based on the analysis of the current application configurations in the County's current Performance Budgeting system and the application configuration recommendations identified during the Envision Phase.

The application configurations will include the following business areas:

- Chart of Accounts and Reference Tables;
- Online Extensibility;
- Budget Forms;
- Salary and Budget Forecasting System; and
- Queries.

1.3.3 Extensibility Configurations

The project team will configure, replace, or eliminate the extensions in Advantage 4 - PB system based on the analysis of the extensions implemented in the current Performance Budgeting system included in Appendix S3.

Contractor and the County will mutually agree upon freeze dates for applying extensibility enhancements to the Advantage 4 - PB system for the production implementation of the Advantage PB Upgrade. Contractor will maintain and merge the extensibility enhancements with the Advantage 4 - PB application software.

1.3.4 Data Conversion

Contractor shall create the data conversion mappings and transformation rules for use with converting the data from the County's current Performance Budgeting system to the Advantage 4 - PB system. Baseline data conversion scripts will be provided by the Contractor for use with the conversion activity.

County will participate in conversion activities in order to facilitate knowledge transfer from the Contractor. County will update the baseline conversion scripts as needed with any non-baseline items. The County will validate and cleanse data.

1.3.5 System Interfaces

County shall be responsible for analyzing existing interfaces and updating the interfaces, if needed, for the Advantage 4 - PB Upgrade. Contractor will support the County's efforts to analyze existing interfaces and determine the scope, impact, and optimal approach for migration.

County will be responsible for updating the existing system interfaces and migrating the interfaces to Advantage 4 - PB. County will be responsible for the maintenance of the system interfaces.

1.3.6 Reports and Data Warehouse

County will perform an analysis of the current Performance Budgeting reports to determine impact of the Advantage PB Upgrade to the current reports. This will establish the framework for the updates to the Reporting and Data Warehouse Solution. County will be responsible for Reports and Data Warehouse analysis and update strategy.

The County will be responsible for performing all reporting and data warehouse related activities for the Advantage PB Upgrade.

1.3.7 User Roles Configuration

Contractor will assist County for setting up the User Roles, based on the responsibilities of the users in the current Performance Budgeting system and the User Roles Configuration strategy developed during the Envision Phase. County shall be responsible for setting up the responsibilities of the users in Advantage 4 - PB. Contractor will provide support and subject matter expertise (SME) knowledge, as required, to assist County in their efforts to define and assign the User Roles to system users in Advantage 4 – PB during the User Roles configuration activity.

1.3.8 Security & Workflow Configuration

County shall be responsible for evaluating impacts to Security and Workflow for the Advantage PB Upgrade. Contractor will provide support and subject matter expertise (SME) knowledge to the County in their efforts to evaluate the impacts of the Advantage PB Upgrade for the Security and

Workflow Configuration.

1.3.9 Testing

Software testing entails the planning and execution of tests to verify that Advantage 4 - PB system has been configured to support the County's business requirements. Once the upgraded software has been delivered to County and installed on site, several layers of testing shall be performed to determine that the software is configured to support the County's business operations. The testing activities planned for the Advantage PB Upgrade project are described below:

a. Integrated System Test (IST)

Contractor shall develop the IST plan for the Advantage PB Upgrade that will include the entrance and exit criteria. Contractor will develop IST scripts and setup the test data for IST. Contractor will execute the IST scripts, resolve issues identified during the IST, document IST results, and review the results with the County. The County will verify and approve the IST results documented by the Contractor.

b. User Acceptance Test (UAT)

The County, with guidance from Contractor will develop a UAT plan that will include schedules, resources, and test conditions for the UAT. Once the test scripts have been developed, test data is gathered and prepared, the tests will be executed.

County will be responsible for completing the UAT activities, including, UAT planning, developing scripts, loading data, script execution, results verification, and test results documentation. Contractor will provide support for the UAT activities.

c. Performance Test

Contractor shall plan and execute the Performance Test. This test is intended to verify Advantage 4 – PB system readiness for supporting the County's transaction and user volumes. The test plan and scripts shall define the transaction volumes, test scenarios, and the online and batch conditions to be addressed by the Performance Test. The system performance issues will be resolved by working with County database administrators and technical staff to complete the system tuning activities necessary to support the County's planned system performance targets. Contractor shall conduct the Performance Test with a subset of the Advantage 4 – PB transaction types as it is not necessary to include all transaction types in the system for conducting the Performance Test.

1.3.10 Training

The County shall be responsible for creating training materials and conducting the End-User training. County will be responsible for all training logistics, facilities, equipment and scheduling.

a. Training Plan

County will develop the Training Plan outlining the tasks for the training materials development and training execution. The training plan will include:

i. Planning

- Training guiding principles;
- Key Impact Areas;
- Timeline for training development and delivery;
- Training needs analysis for each User role;
- Training development estimates; and
- Preliminary trainer/coach and facilities requirements.

ii. Course Development and Delivery

- Approach for training delivery and evaluation;
- User support approach;
- Participant registration approach;
- Strategy for incorporating procedures into training;
- High-level requirements for the training database (e.g. development, refresh strategy, etc.);
- High-level requirements for development of custom training materials;
- Documentation standards approach for EUT;
- Testing approach for EUT; and
- Approach for ongoing training maintenance and delivery.

The training plan shall be used to schedule the user training. The End-User training shall occur as close to the production implementation of the Advantage PB Upgrade, as possible.

b. Training Materials

The County will develop training materials to train the County's End Users based on Advantage 4 – PB functionality to be implemented in production operations. County shall be responsible for the loading of data in the training environment for End-User training. County will be responsible for all printing and binding of training materials for users.

c. End-User Training

County will be responsible for all end-user training preparation and delivery.

1.3.11 Transition Management

Transition Management is comprised of tasks related to the County migrating from the current Performance Budgeting system to Advantage 4 - PB. This includes activities such as change management, department and operational readiness.

County will develop a Transition Management Plan that defines how the County will manage, track and support the transition from the current Performance Budgeting system to the upgraded Advantage 4 - PB system, such as, the user support activities. County will be responsible for

executing the Transition Management Plan.

The County will create checklists to assess its readiness for go-live. One checklist shall focus on a review of the County's operational/technical readiness (e.g., printers installed, workstations configured, operations team identified and trained, etc.) and the other shall focus on a review of the County's implementation/end-user readiness (e.g., end-user training and department outreach activities completed). The County will be responsible conducting the assessment and maintaining the checklists.

1.3.12 Policy and Procedures

County shall identify and document all policy and procedure changes resulting from the Advantage PB Upgrade. County will develop a Policy and Procedures Update Plan that outlines the approach for documenting and communicating policy and procedure changes. County shall update the following documentation:

- Budgeting Manual – updated version of the County's existing manual to reflect the changes in budgeting procedures.
- Department Administrative Procedures Manual – develop a manual to provide a basic understanding of the role and responsibilities of users and where applicable the manual should reference Advantage 4 – PB documentation.

County shall define and document a change management process that will be followed post-implementation.

1.3.13 Create Phase Deliverables

Below is a listing of all County and Contractor deliverables and interim work products for the Create Phase:

Contractor Deliverables:

Number	Name
1.3.1.12	Installed Advantage 4 - PB Software for Non-Production Environments (DEV, IST, UAT)
1.3.2.2	Advantage 4 – PB Application Configuration
1.3.2.4	Advantage 4 – PB Online Extensibility Configuration
1.3.2.6	Advantage 4 – PB Budget Forms Configuration
1.3.2.8	Advantage 4 – PB SBFS Configuration
1.3.3.2	Advantage 4 - PB Extensibility Layer Configuration
1.3.4.3	Advantage 4 - PB Data Conversion
1.3.7.2	Advantage 4 – PB User Roles Configuration Support

Number	Name
1.3.8.3	Advantage 4 – PB Security & Workflow Configuration Support
1.3.9.1.2	Integrated System Test Plan and Scripts
1.3.9.1.5	Integrated System Test Execution and Results
1.3.9.2.7	User Acceptance Test Support
1.3.9.3.2	Performance Test Plan and Scripts
1.3.9.3.6	Performance Test Execution and Results

County Deliverables:

Number	Name
1.3.1.3	Hardware Procurement and Setup
1.3.1.4	Initial setup of the application, database, and reporting servers
1.3.1.5	Install and configure CGI Advantage 4 – PB bundled tools on developer machines
1.3.5.3	System Interfaces Update
1.3.6.3	Reports and Data Warehouse Updates
1.3.7.2	Advantage 4 – PB User-Roles Configuration Setup
1.3.8.2	Advantage 4 – PB Security & Workflow Configuration Setup
1.3.9.2.2	User Acceptance Test Plan and Scripts
1.3.9.2.6	User Acceptance Test Execution and Results
1.3.10.2	Training Plan
1.3.10.5	Training Materials
1.3.10.8	End-User Training
1.3.11.4	Transition Management Plan and Execution
1.3.12.3	User Policy and Procedures Updates
1.3.12.4	Operations Procedures Updates
1.3.11.10	Operational Readiness Assessment
1.3.11.11	Implementation Readiness Assessment

1.3 ACHIEVE PHASE

The Achieve phase encompasses those activities related to final production cutover (i.e., installation of the final-tested software into the County's production environment), and the post-implementation support. The tasks to be completed during the Achieve phase are organized as follows:

- 1.3.1 Production Environment Setup;
- 1.3.2 Production Cutover Plan;
- 1.1.3 Production Cutover Support; and
- 1.1.4 Post-Implementation Support.

Contractor shall support the County team assigned to participate in the cutover activities as identified in the Production Cutover Plan and Script.

1.3.1 Production Environment Setup

County is responsible for establishing the production environment. After testing has been completed, Contractor shall support the County in installing the Advantage 4 - PB and the associated 3rd Party software in the production environment. County shall be responsible for verifying the production environment installation. After the start of the production operations in Advantage 4 - PB, County will be responsible for all software migrations, and for ensuring that software is migrated correctly. The County will be responsible for procuring, installing, testing, and configuring the automated job scheduler for Advantage 4 - PB batch cycle operations.

1.3.2 Production Cutover Plan

Contractor and County shall develop the Production Cutover Plan, which details the specific tasks and activities from the beginning of implementation through go-live, including the steps needed to migrate the software to the production environment. This script shall define the Contractor and County roles/responsibilities and sequence/timing of tasks (e.g., software migration, online table updates, and batch processing) that are necessary to deploy Advantage 4 - PB in production operations.

1.3.3 Production Cutover and Acceptance

County shall execute the production cutover scripts per the production cutover plan with support from the Contractor. County shall migrate the software to production environment, execute the database upgrade scripts, verify the database upgrade results, review the online tables setup, and backup the production data prior to the cutover. Contractor shall support the County for the production cutover in accordance with the Production Cutover plan developed with assistance from the County. County will accept the Advantage 4 Performance Budgeting System as ready for production at completion of the Cutover Plan. The County's acceptance of the system will delineate the end of responsibilities and tasks of the contractor during the implementation of the Upgrade of PB 3.10 to Adv4 PB.

1.3.4 Post-Implementation Support

Contractor shall provide post-implementation support services upon the Advantage PB Upgrade go-live date for a period of two (2) months beginning February 1, 2021 and ending March 31, 2021. During this post-implementation support period, Contractor shall provide services in the following areas:

a. Production Operations Monitoring

Contractor shall work with County staff to monitor processing of the Advantage 4 – PB system in production operations. This task entails the review of system assurance reports, completion of software updates, and system and database tuning assistance.

b. Production Incidents Resolution

Contractor shall work with the County to resolve incidents reported by its end-user community and operations staff. Contractor staff will coordinate incident resolution activities with its corporate Product Support staff located in Fairfax, VA, as needed.

1.3.5 Achieve Phase Deliverables

Below is a listing of all County and Contractor deliverables and interim work products for the Achieve Phase.

Contractor Deliverables:

Number	Name
1.4.1.5	Production Environment Setup Support
1.4.2.2	Production Cutover Plan
1.4.2.5	Production Acceptance
1.4.3.2	Post-Implementation Support, Month 1
1.4.3.3	Post-Implementation Support, Month 2

County Deliverables:

Number	Name
1.4.1.4	Install Advantage 4 - PB Software in Production Environment
1.4.2.4	Production Environment Cutover

III. PROJECT ASSUMPTIONS

The following are the project planning assumptions organized by the project activities described in Section II – Advantage PB Upgrade Implementation Phases:

1.1 Planning and Management

- a. County and Contractor will follow a closely coordinated and collaborative approach to project management for the Advantage PB Upgrade project as defined in the Project Control Document.
- b. County will appoint a dedicated Project Manager to work with Contractor Project Manager in managing the project.
- c. County will appoint a team of dedicated key personnel as Team Leads. These leads and their respective support staffs will be responsible for completing the County's tasks on the Advantage PB Upgrade project as outlined in the work plan provided in Appendix S2 – Proposed Project Plan, as updated from time to time.
- d. County will supply the project infrastructure necessary to support the co-location of the County and Contractor teams and completion of Advantage PB Upgrade project tasks. Specifically, County will supply workstations with monitors, network access, VPN remote access, conference room space and building badge access for up to 6 Contractor team members. Contractor will provide written acceptance of project infrastructure once provided.
- e. County staff will have the lead responsibility for all communications to County departments and third-party vendors related to the Advantage PB Upgrade, including, but not limited to: informational briefings, executive briefings, identification and coordination with departmental liaisons, etc.
- f. County and Contractor Project Managers will jointly maintain the Advantage PB Upgrade Work Plan and provide status reporting on project progress to the CAPS+ Steering Committee.
- g. The project work plan will be evaluated and updated as circumstances change throughout the project.
- h. County will provide staff to support the clerical and administrative tasks for the Advantage PB Upgrade project, including, but not limited to: meeting scheduling, conference room reservations, copying, meeting minutes, filing paperwork, etc.
- i. Budget Book Publishing (PatternStream) implementation services are not included within the proposed Scope of Work.
- j. Contractor may perform work off-site as appropriate.

1.2 Envision Phase

- a. County will evaluate using the additional functionality available in Advantage 4 - PB during the project.
- b. County will participate in the Functional and Technical training per project schedule.
- c. If available, County will provide the current business processes (functional and technical) for the current Performance Budgeting implementation
- d. County will provide input for the Technical Strategy development.

1.3 Create Phase

- a. County will implement Advantage 4 - PB without customizations. Level of effort for any modifications has not been included in the scope of work.
- b. Contractor will configure Project Chart of Account and related reference data.
- c. County will be responsible for training and roll out Project functionality.
- d. County will be responsible for planning and scheduling the end user training, developing the training materials and delivering the end user training per the project schedule.
- e. County will be responsible for updating the user and operations documentation, and conducting the implementation and operational readiness assessments.
- f. County shall be responsible for providing all hardware and infrastructure required for the Advantage PB Upgrade project.
- g. All hardware must be on-site and configured within 45 days from project start date in order to achieve a August 10, 2020 go live.
- h. All Contractor services will be strictly limited to support of the County's Advantage PB Upgrade implementation activities, and will not include, for example, business process reengineering or maintenance services.
- i. County will develop and execute UAT test scripts. If Contractor is required to assume ownership for any degree of test case/script execution, then Contractor would need to evaluate an amendment to contract for utilizing additional resources for ownership of test cases.
- j. Contractor will use the County's CGI Advantage and third party software and licenses for the non-production environments listed in the CAPS+ FS, HR & BRASS/Performance Budgeting (PB) Annual Maintenance and Support Agreement.
- k. County will provide public internet access via Virtual Public Network (VPN) services for Contractor staff.
- l. County administration staff assistance will be required to facilitate public internet access to the County environments via VPN services.
- m. County will conduct nightly back-ups of all databases, application software and data, and recover system file(s) from back-ups on request.
- n. Contractor shall assist County technical staff in configuring/installing the CGI Advantage toolsets on developer workstations in order to facilitate hands-on training.
- o. Contractor is responsible for technical training for Advantage 4 - PB and associated 3rd party tools only. Contractor will not provide training or support for County procured hardware and system software.
- p. One of the non-production environments (Development, Integrated System Test or User Acceptance Test) will be available and used for conducting the Trainer and End-User training activities.
- q. Technical training may be delivered remotely or on-site.
- r. Functional Training will be provided via remote delivery.
- s. County will provide training facilities and equipment for the Advantage PB Upgrade project related training sessions.
- t. County will be responsible for End-User training.
- u. County will be responsible for all updates to the Table Configuration Document after the acceptance of the deliverable.
- v. County will be responsible for replicating any stored procedures that they currently maintain for their Performance Budgeting system and would be required in Advantage 4 - PB

- w. Universes developed by County's 3rd party entities are not updated with new Advantage 4 - PB releases. County will assume this risk and contract separately with third-party entities to modify such universes, as needed.
- x. Schedules and reports are the responsibility of the County.
- y. Contractor will complete the Advantage PB Upgrade effort using both on-site and off-site resources. Contractor will require that the off-site resources be provided with the privileges to access the current Performance Budgeting and the Advantage 4 - PB applications to complete the upgrade tasks and support the project team during the software testing processes.
- z. Defect prioritization and standards for the defect levels may be leveraged from the current maintenance agreement.
 - aa. Inbound interfaces of salary tables will contain the target salary table for the data.
 - bb. County will continue to provide/use source files for inbound and outbound interfaces.
 - cc. Contractor will provide the baseline integration (monthly actuals and amended budget from finance to budget and the final budget from budget to finance) between County's Performance Budgeting and the County's financial system.
 - dd. County is responsible for developing/updating their policies and procedures.
 - ee. Policy and procedure documents (desk procedures) developed by the County will provide the basis of updates to the Advantage 4 - PB training materials for the Advantage PB Upgrade project.

1.4 Achieve Phase

- a. All identified software construction must be completed, tested, and ready for production use by June 4, 2020.
- b. The Advantage PB Upgrade go-live date is August 10, 2020.
- c. For purposes of providing post-implementation support, Contractor will provide 1 FTE for two (2) months following the go-live date, as set forth in the Project Plan.

IV. Appendices

- Appendix S1 – Deliverables Definition
- Appendix S2 – Proposed Project Plan
- Appendix S3 – Extensibility Enhancements

**Appendix S1 – Deliverables Definition
Contractor Deliverables**

Number	Name	Definition
1.1.1.3	Advantage PB Upgrade Project Plan	Develop Detailed Project Plan describing project schedule, milestones, resource assignments and task dependencies.
1.1.2.3	Project Control Document	<p>Develop Project Charter and Roadmap describing objectives, scope, assumptions, and overall timelines for phases and deliverables.</p> <p>Define Project organization describing roles and responsibilities of teams, including entities for project management and oversight.</p> <p>Develop Project Governance document describing the process, tools and standards for:</p> <ul style="list-style-type: none"> Communication Status reporting Scope management Risk and issue management Project documentation standards
1.1.3.3	Project Kick-off Meeting	<p>Develop Project Kick-off Meeting materials to define Advantage PB Upgrade project scope, schedule, and responsibilities.</p> <p>Conduct One (1) Project Kick-off meeting for County Project Team.</p>
1.1.4.3	Advantage PB Upgrade Monthly Status Reports (December 2019 – July 2020)	<p>Develop Monthly Project Status Reports comprised of a compilation of bi-weekly status reports for the month with an executive summary describing:</p> <ul style="list-style-type: none"> Deliverables completed Risks and issues Key accomplishments Goals for Next Period Updated project plan, as needed Updated matrix of work products/deliverables and their progress <p>A minimum of Bi-Weekly Project Status Reports include:</p> <ul style="list-style-type: none"> Tasks, work products, and deliverables completed Tasks, work products, and deliverables in progress

Number	Name	Definition
		Tasks, work products, and deliverables scheduled but not completed Issue log
1.2.1.2	Project Team Training – Functional Staff	Deliver Advantage 4 – PB product training for Functional staff for up to fifteen (15) members. Conduct one (1) Advantage 4 - PB baseline functionality training for Functional staff.
1.2.1.4	Project Team Training - Technical Staff	Delivery Advantage 4 – PB product training for Technical staff for up to (15) members. Conduct one (1) Advantage 4 - Performance Budgeting technical training for Technical staff. Training will include technical components of Advantage 4 – PB and associated 3 rd Party software.
1.2.1.6	Knowledge Transfer Support Documentation	Provide knowledge transfer to the County for updating the following documentation: Advantage User Documentation Advantage Systems Documentation
1.2.2.3	Technical Configuration Strategy	Document the required technical setup for the production implementation of the Advantage PB Upgrade: Advantage 4 – PB software and associated 3rd Party software. Hardware sizing and configuration (Technical Specifications)
1.2.4.3	Application Configuration Strategy	Develop Application configuration strategy for Reference Tables, Chart of Accounts and Extensibility in Advantage 4 – PB.
1.2.4.5	User Roles Configuration Strategy	Develop User Roles configuration strategy for users setup in Advantage 4 – PB.
1.3.1.12	Installed Advantage 4 - PB Software for Non-Production Environments (Test)	Complete the following activities for the installation of Advantage 4 – PB software in non-production environments: Install baseline Advantage 4 – PB and associated 3rd party software for three environments: Development, IST and UAT. Conduct software installation tests. Provide access for County staff to verify the installation of Advantage 4 – PB

Number	Name	Definition
		software.
1.3.2.2	Advantage 4 – PB Application Configuration	Configure Advantage 4 – PB application to support County's business requirements. The configuration scope will include Reference Tables and Chart of Accounts.
1.3.2.4	Advantage 4 – PB Online Extensibility Configuration	Configure Advantage 4 – PB in application extensibility to support County's business requirements.
1.3.2.6	Advantage 4 – PB Budget Forms Configuration	Configure Advantage 4 – PB Budget Forms to support County's business requirements.
1.3.2.8	Advantage 4 - PB – SBFS Configuration	Configure Advantage 4 – PB application to support the SBFS business requirements.
1.3.3.2	Advantage 4 – PB Extensibility Layer Configurations	Configure Advantage 4 – PB Extensibility Layer to merge current Performance Budgeting Extensions in Advantage 4 – PB.
1.3.4.3	Advantage 4 – PB Data Conversion	Provide baseline data conversion scripts. Support development and execution of: Data conversion data mappings and transformation rules. Update of baseline conversion scripts as needed. Software functional knowledge provided to County team to validate and cleanse data.
1.3.7.3	Advantage 4 – PB User Roles Configuration Support	Support County in the setup and configuration of user roles in Advantage 4 – PB: Establish user roles in Advantage 4 – PB. Migrate the user roles setup in the current Performance Budgeting application to Advantage 4 – PB user roles setup.
1.3.8.3	Advantage 4 – PB Security and Workflow Configuration Support	Support County in the setup and configuration of Security & Workflow in Advantage 4 – PB: Evaluate upgrade implications for Security/Workflow configuration Perform Security & Workflow integration from current Performance Budgeting to Advantage 4 - PB.
1.3.9.1.2	Integrated System Test Plan and Scripts	Develop Integrated System Test Plan to define the activities, schedule, and

Number	Name	Definition
		dependencies for conducting the tests. Develop Integrated System Test scripts to test the County's business scenarios in Advantage 4 – PB.
1.3.9.1.5	Integrated System Test Execution and Results	Setup data and execute test scripts for the Integrated System Test. Document the results and a summary of the Integrated System Test execution.
1.3.9.2.7	User Acceptance Test Support	Support County in the planning and execution of User Acceptance Test as stated in the Project Plan to include: Review and respond to reported User Acceptance Test Issues Resolve reported User Acceptance Test Issues
1.3.9.3.2	Performance Test Plan and Scripts	Develop Performance Test Plan to define the activities, schedule, and dependencies for conducting the tests. Develop Performance Test scripts to test the County's business scenarios in Advantage 4 – PB.
1.3.9.3.6	Performance Test Execution and Results	Setup data and execute Performance Test scripts. Document the results and a summary of the Performance Test execution.
1.4.1.5	Production Environment Setup Support	Support County in the setup of the production environment for Advantage 4 – PB: Advantage 4 – PB and associated 3 rd Party software installation Installation tests
1.4.2.2	Production Cutover Plan	Develop plan for the production cutover to Advantage 4 - PB.
1.4.2.5	Production Acceptance	Support County in the production cutover activities, including: One (1) Production Cutover Rehearsal Technical Support during production cutover Meeting to hand-off operations to County staff
1.4.3.2	Post Implementation Support, Month 1	Provide post-implementation support services for Advantage 4 – PB production

Number	Name	Definition
		operations. CGI will provide 1 FTE support for the following: Production operations monitoring Production issue resolution Knowledge Transfer for operations support
1.4.3.3	Post Implementation Support, Month 2	Provide post-implementation support services for Advantage 4 – PB production operations. CGI will provide 1 FTE support for the following: Production operations monitoring Production issue resolution Knowledge Transfer for operations support

Appendix S2 – Proposed Project Plan

WBS	Task Name	Start	Finish	Responsibility	Duration
0	ORANGE COUNTY: ADVANTAGE 4 - PERFORMANCE BUDGETING UPGRADE	Mon 12/16/19	Wed 3/31/21		338 days
1	ADVANTAGE PB UPGRADE PROJECT	Mon 12/16/19	Wed 3/31/21		338 days
1.1	PROJECT PLANNING AND MANAGEMENT	Mon 12/16/19	Tue 8/11/20		172 days
1.1.1	Project Work Plan	Mon 12/16/19	Fri 1/10/20		20 days
1.1.1.1	Develop Project Work Plan	Mon 12/16/19	Fri 1/3/20	CGI	15 days
1.1.1.2	Review, Update and Finalize Project Work Plan	Mon 1/6/20	Fri 1/10/20	CGI, County	5 days
1.1.1.3	<i>CGI Deliverable: Advantage PB Upgrade Project Plan</i>	<i>Fri 1/10/20</i>	<i>Fri 1/10/20</i>	<i>CGI</i>	<i>0 days</i>
1.1.2	Project Control Document	Mon 12/16/19	Fri 1/17/20		25 days
1.1.2.1	Develop Project Control Document	Mon 12/16/19	Fri 1/10/20	CGI	20 days
1.1.2.2	Review, Update and Finalize Project Control Document	Mon 1/13/20	Fri 1/17/20	CGI, County	5 days
1.1.2.3	<i>CGI Deliverable: Project Control Document</i>	<i>Fri 1/17/20</i>	<i>Fri 1/17/20</i>	<i>CGI</i>	<i>0 days</i>
1.1.3	Project Kick-Off Meeting	Mon 12/16/19	Tue 1/14/20		22 days
1.1.3.1	Develop Project Kick-Off Meeting Materials	Mon 12/16/19	Fri 12/27/19	CGI	10 days
1.1.3.2	Conduct Project Kick-Off Meeting	Mon 12/30/19	Mon 1/13/20	CGI	11 days
1.1.3.3	<i>CGI Deliverable: Project Kick-Off Meeting</i>	<i>Tue 1/14/20</i>	<i>Tue 1/14/20</i>	<i>CGI</i>	<i>1 day</i>
1.1.4	Project Management	Mon 12/16/19	Tue 8/11/20		172 days
1.1.4.1	Ongoing Project Management	Mon 12/16/19	Tue 8/11/20	CGI, County	172 days
1.1.4.2	Ongoing Quality Assurance, Risk Management and Issue Management	Mon 12/16/19	Tue 8/11/20	CGI, County	172 days
1.1.4.3	<i>CGI Deliverable: Advantage PB Upgrade Monthly Status Reports, Month</i>	<i>Mon 12/16/19</i>	<i>Tue 7/7/20</i>	<i>CGI</i>	<i>147 days</i>
1.2	ENVISION PHASE	Mon 12/16/19	Mon 7/13/20		151 days
1.2.1	Project Team Training	Mon 12/16/19	Mon 7/13/20		151 days
1.2.1.1	Functional Team Training	Wed 1/15/20	Tue 2/11/20	CGI	20 days
1.2.1.2	<i>CGI Deliverable: Project Team Training - Functional Staff</i>	<i>Wed 2/12/20</i>	<i>Wed 2/12/20</i>	<i>CGI</i>	<i>1 day</i>
1.2.1.3	Technical Team Training	Wed 1/15/20	Tue 2/11/20	CGI	20 days
1.2.1.4	<i>CGI Deliverable: Project Team Training - Technical Staff</i>	<i>Wed 2/12/20</i>	<i>Wed 2/12/20</i>	<i>CGI</i>	<i>1 day</i>
1.2.1.5	Knowledge Transfer Support Documentation	Mon 12/16/19	Fri 7/10/20	CGI	150 days
1.2.1.6	<i>CGI Deliverable: Knowledge Transfer Support Documentation</i>	<i>Mon 7/13/20</i>	<i>Mon 7/13/20</i>		<i>1 day</i>
1.2.2	Technical Configuration Strategy	Wed 1/15/20	Wed 2/12/20		21 days
1.2.2.1	Analyze Technical Impacts for Advantage 4 - PB	Wed 1/15/20	Tue 1/28/20	CGI, County	10 days
1.2.2.2	Develop Technical Configuration Strategy	Wed 1/29/20	Tue 2/11/20	CGI	10 days
1.2.2.3	<i>CGI Deliverable: Technical Configuration Strategy</i>	<i>Wed 2/12/20</i>	<i>Wed 2/12/20</i>	<i>CGI</i>	<i>1 day</i>
1.2.3	Business Process Analysis	Wed 1/15/20	Mon 2/17/20		24 days
1.2.3.1	Review Current System Processes for PB Budget Forms	Wed 1/15/20	Tue 2/11/20	CGI, County	20 days
1.2.3.2	Review Current System Processes for SBFS	Tue 1/21/20	Mon 2/17/20	CGI, County	20 days
1.2.4	Application Configuration Strategy	Wed 1/15/20	Mon 3/2/20		34 days
1.2.4.1	Develop Strategy for COA Configuration in Advantage 4 - PB	Tue 1/21/20	Mon 2/10/20	CGI	15 days
1.2.4.2	Develop Strategy for Extensibility Configuration in Advantage 4 - PB	Wed 1/15/20	Tue 2/18/20	CGI	25 days
1.2.4.3	<i>CGI Deliverable: Application Configuration Strategy</i>	<i>Wed 2/19/20</i>	<i>Wed 2/19/20</i>	<i>CGI</i>	<i>1 day</i>
1.2.4.4	Develop Strategy for User Roles Configuration in Advantage 4 - PB	Tue 1/21/20	Mon 2/24/20	CGI	25 days
1.2.4.5	<i>CGI Deliverable: User Roles Configuration Strategy</i>	<i>Tue 2/25/20</i>	<i>Mon 3/2/20</i>	<i>CGI</i>	<i>5 days</i>
1.3	CREATE PHASE	Mon 12/16/19	Mon 8/17/20		176 days
1.3.1	Non-Production Environments Setup	Mon 12/16/19	Fri 4/10/20		85 days
1.3.1.1	Hardware Procurement	Mon 12/16/19	Fri 1/3/20	County	15 days
1.3.1.2	Setup Technical Infrastructure for Advantage 4 PB Environments - DEV, IST, UAT	Mon 1/6/20	Fri 2/7/20	County	25 days
1.3.1.3	Hardware Procurement and Setup	Mon 12/16/19	Fri 2/7/20	County	40 days

WBS	Task Name	Start	Finish	Responsibility	Duration
1.3.1.4	<i>Initial setup of the application, database, and reporting servers</i>	Mon 2/10/20	Mon 2/10/20	County	1 day
1.3.1.5	<i>Install and configure CGI Advantage 4 – PB bundled tools on developer machines</i>	Tue 2/11/20	Mon 2/24/20	County	10 days
1.3.1.6	<i>Install Advantage 4 - PB and 3rd Part Software - DEV Environment</i>	Mon 2/10/20	Fri 2/28/20	CGI	15 days
1.3.1.7	Conduct Software Installation Tests - DEV Environment	Mon 3/2/20	Fri 3/6/20	CGI	5 days
1.3.1.8	Install Advantage 4 - PB and 3rd Part Software - IST Environment	Mon 3/2/20	Fri 3/20/20	CGI	15 days
1.3.1.9	Conduct Software Installation Tests - IST Environment	Mon 3/23/20	Fri 3/27/20	CGI	5 days
1.3.1.10	Install Advantage 4 - PB and 3rd Part Software - UAT Environment	Mon 3/9/20	Fri 3/27/20	CGI	15 days
1.3.1.11	Conduct Software Installation Tests - UAT Environment	Mon 3/30/20	Fri 4/3/20	CGI	5 days
1.3.1.12	<i>CGI Deliverable: Installed Advantage 4 - PB Software for Non-Production Environments (DEV, IST, UAT)</i>	Mon 4/6/20	Fri 4/10/20	CGI	5 days
1.3.2	Application Configuration and Testing	Mon 3/2/20	Mon 5/4/20		46 days
1.3.2.1	Configure and Test Advantage 4 - PB Application	Mon 3/2/20	Fri 4/3/20	CGI	25 days
1.3.2.2	<i>CGI Deliverable: Advantage 4 - PB Application Configuration</i>	Mon 4/6/20	Mon 4/6/20	CGI	1 day
1.3.2.3	Configure and Test Advantage 4 - PB Online Extensibility	Mon 3/2/20	Fri 3/20/20	CGI	15 days
1.3.2.4	<i>CGI Deliverable: Advantage 4 - PB Online Extensibility Configuration</i>	Mon 3/23/20	Mon 3/23/20	CGI	1 day
1.3.2.5	Configure and Test Advantage 4 - PB Budget Forms	Mon 3/2/20	Fri 4/17/20	CGI	35 days
1.3.2.6	<i>CGI Deliverable: Advantage 4 - PB Budget Forms Configuration</i>	Mon 4/20/20	Mon 4/20/20	CGI	1 day
1.3.2.7	Configure and Test Advantage 4 - PB SBFS	Mon 3/2/20	Fri 5/1/20	CGI	45 days
1.3.2.8	<i>CGI Deliverable: Advantage 4 - PB SBFS Configuration</i>	Mon 5/4/20	Mon 5/4/20	CGI	1 day
1.3.3	Extensibility Layer Configuration	Tue 3/17/20	Tue 4/7/20		16 days
1.3.3.1	Configure Extensibility Layer in Advantage 4 - PB	Tue 3/17/20	Mon 4/6/20	CGI	15 days
1.3.3.2	<i>CGI Deliverable: Advantage 4 - PB Extensibility Layer Configuration</i>	Tue 4/7/20	Tue 4/7/20	CGI	1 day
1.3.4	Data Conversion	Tue 4/7/20	Tue 6/2/20		41 days
1.3.4.1	Update Baseline Data Conversion Maps	Tue 4/7/20	Mon 5/4/20	CGI	20 days
1.3.4.2	Execute Data Conversion Scripts and Verify Results	Tue 5/5/20	Mon 6/1/20	CGI	20 days
1.3.4.3	<i>CGI Deliverable: Advantage 4 - PB Data Conversion</i>	Tue 6/2/20	Tue 6/2/20	CGI	1 day
1.3.5	System Interfaces	Mon 3/2/20	Mon 5/25/20		61 days
1.3.5.1	Analyze Advantage 4 - PB impact on current system interfaces	Mon 3/2/20	Fri 5/1/20	County	45 days
1.3.5.2	Update and Test impacted system interfaces	Mon 5/4/20	Fri 5/22/20	County	15 days
1.3.5.3	<i>County Deliverable: System Interfaces Update</i>	Mon 5/25/20	Mon 5/25/20	County	1 day
1.3.6	Reports and Data Warehouse	Mon 3/2/20	Mon 6/29/20		86 days
1.3.6.1	Analyze Advantage 4 - PB impact on current Reports and Data Warehouse	Mon 3/2/20	Fri 5/1/20	County	45 days
1.3.6.2	Update and Test impacted Reports and Data Warehouse	Mon 5/4/20	Fri 6/26/20	County	40 days
1.3.6.3	<i>County Deliverable: PB Reports and Data Warehouse Updates</i>	Mon 6/29/20	Mon 6/29/20	County	1 day
1.3.7	User Roles Configuration and Testing	Mon 3/2/20	Mon 3/23/20		16 days
1.3.7.1	Configure and Test User Roles in Advantage 4 - PB	Mon 3/2/20	Fri 3/20/20	CGI, County	15 days
1.3.7.2	<i>County Deliverable: Advantage 4 - PB User Roles Configuration Setup</i>	Mon 3/23/20	Mon 3/23/20	County	1 day
1.3.7.3	<i>CGI Deliverable: Advantage 4 - PB User Roles Configuration Support</i>	Mon 3/23/20	Mon 3/23/20	CGI	1 day
1.3.8	Security & Workflow Configuration and Testing	Mon 12/16/19	Mon 4/20/20		91 days
1.3.8.1	Configure and Test Security & Workflow Setup	Mon 12/16/19	Fri 4/17/20	CGI, County	90 days
1.3.8.2	<i>County Deliverable: Advantage 4 - PB Security & Workflow Configuration Setup</i>	Mon 4/20/20	Mon 4/20/20	County	1 day

WBS	Task Name	Start	Finish	Responsibility	Duration
1.3.8.3	CGI Deliverable: Advantage 4 - PB Security & Workflow Configuration Setup Support	Mon 4/20/20	Mon 4/20/20	CGI	1 day
1.3.9	Testing	Mon 3/2/20	Mon 6/29/20		86 days
1.3.9.1	Integrated System Test (IST)	Mon 3/2/20	Fri 6/26/20		85 days
1.3.9.1.1	Develop IST Plan and Scripts	Mon 3/2/20	Fri 5/1/20	CGI	45 days
1.3.9.1.2	CGI Deliverable: Integrated Test Plan and Scripts	Mon 5/4/20	Mon 5/4/20	CGI	1 day
1.3.9.1.3	Execute IST Scripts and Verify Results	Mon 5/4/20	Fri 6/26/20	CGI	40 days
1.3.9.1.4	Document IST Results	Mon 5/4/20	Tue 5/19/20	CGI	12 days
1.3.9.1.5	CGI Deliverable: Integrated System Test Execution and Results	Wed 5/20/20	Wed 5/20/20	CGI	1 day
1.3.9.2	User Acceptance Test (UAT)	Mon 3/2/20	Fri 6/26/20		85 days
1.3.9.2.1	Develop UAT Plan and Scripts	Mon 3/2/20	Fri 5/1/20	County	45 days
1.3.9.2.2	County Deliverable: User Acceptance Test Plan and Scripts	Mon 5/4/20	Mon 5/4/20	County	1 day
1.3.9.2.3	Execute UAT Scripts and Verify Results	Thu 5/21/20	Wed 6/24/20	County	25 days
1.3.9.2.4	Document UAT Results	Thu 6/18/20	Wed 6/24/20	County	5 days
1.3.9.2.5	Support UAT Activities	Thu 5/21/20	Wed 6/24/20	CGI	25 days
1.3.9.2.6	County Deliverable: User Acceptance Test Execution and Results	Thu 6/25/20	Thu 6/25/20	County	1 day
1.3.9.2.7	CGI Deliverable: User Acceptance Test Support	Fri 6/26/20	Fri 6/26/20	CGI	1 day
1.3.9.3	Performance Test	Mon 5/4/20	Mon 6/29/20		41 days
1.3.9.3.1	Develop Performance Plan and Scripts	Mon 5/4/20	Fri 5/22/20	CGI	15 days
1.3.9.3.2	CGI Deliverable: Performance Test Plan and Scripts	Mon 5/25/20	Mon 5/25/20	CGI	1 day
1.3.9.3.3	Execute Performance Test Scripts and Verify Results	Tue 5/26/20	Mon 6/15/20	CGI	15 days
1.3.9.3.4	Complete System and Database Tuning	Tue 6/16/20	Mon 6/29/20	CGI, County	10 days
1.3.9.3.5	Document Performance Test Results	Tue 5/26/20	Mon 6/15/20	CGI	15 days
1.3.9.3.6	CGI Deliverable: Performance Test Execution and Results	Tue 6/16/20	Tue 6/16/20	CGI	1 day
1.3.10	Training	Mon 3/2/20	Tue 8/11/20		117 days
1.3.10.1	Develop Training Plan	Mon 3/2/20	Fri 3/27/20	CGI	20 days
1.3.10.2	County Deliverable: Training Plan	Mon 3/30/20	Mon 3/30/20	CGI	1 day
1.3.10.3	Develop Training Materials	Tue 3/31/20	Mon 6/22/20	CGI	60 days
1.3.10.4	County Deliverable: Training Materials	Tue 6/23/20	Tue 6/23/20	CGI	1 day
1.3.10.5	Conduct End-User Training	Wed 6/24/20	Tue 8/4/20	CGI	30 days
1.3.10.6	County Deliverable: End-User Training	Wed 8/5/20	Tue 8/11/20	County	5 days
1.3.11	Transition Management	Mon 12/16/19	Mon 8/17/20		176 days
1.3.11.1	Develop Change Management Plan	Mon 12/16/19	Fri 3/6/20	County	60 days
1.3.11.2	Develop Communication Plan	Mon 12/16/19	Fri 3/6/20	County	60 days
1.3.11.3	Execute Transition Management Activities	Mon 3/9/20	Fri 8/14/20	County	115 days
1.3.11.4	County Deliverable: Transition Management Plan and Execution	Mon 8/17/20	Mon 8/17/20	County	1 day
1.3.11.5	Develop Operational Readiness Assessment Checklist	Thu 5/21/20	Wed 7/15/20	CGI	40 days
1.3.11.6	Develop Implementation Readiness Assessment Checklist	Thu 5/21/20	Wed 7/15/20	CGI	40 days
1.3.11.7	Conduct Operational Readiness Assessment	Thu 7/16/20	Wed 7/29/20	County	10 days
1.3.11.8	County Deliverable: Operational Readiness Assessment	Thu 7/30/20	Thu 7/30/20	County	1 day
1.3.11.9	County Deliverable: Implementation Readiness Assessment	Thu 7/30/20	Thu 7/30/20	County	1 day
1.3.12	Policy and Procedures	Mon 12/16/19	Mon 1/13/20		21 days
1.3.12.1	Update Policy and Procedures for Advantage PB Upgrade	Mon 12/16/19	Fri 1/10/20	County	20 days
1.3.12.2	Update Operations Procedures for Advantage PB Upgrade	Mon 12/16/19	Fri 1/10/20	County	20 days
1.3.12.3	County Deliverable: User Policy and Procedures Updates	Mon 1/13/20	Mon 1/13/20	County	1 day
1.3.12.4	County Deliverable: Operations Procedures Updates	Mon 1/13/20	Mon 1/13/20	County	1 day
1.4	ACHIEVE PHASE	Mon 12/16/19	Wed 3/31/21		338 days
1.4.1	Setup Production Environment	Mon 4/13/20	Mon 5/25/20		31 days

WBS	Task Name	Start	Finish	Responsibility	Duration
1.4.1.1	Install Advantage 4 - PB Software in Production Environment	Mon 4/13/20	Fri 5/8/20	County	20 days
1.4.1.2	Verify Production Environment Setup	Mon 5/11/20	Fri 5/22/20	County	10 days
1.4.1.3	<i>County Deliverable: Production Environment Setup</i>	Mon 5/25/20	Mon 5/25/20	County	1 day
1.4.1.4	<i>County Deliverable: Install Advantage 4 - PB Software in Production Environment</i>	Mon 5/25/20	Mon 5/25/20	County	1 day
1.4.1.5	<i>CGI Deliverable: Production Environment Setup Support</i>	Mon 5/25/20	Mon 5/25/20	CGI	1 day
1.4.2	Production Cutover	Mon 12/16/19	Tue 8/11/20		172 days
1.4.2.1	Develop Production Cutover Plan	Mon 12/16/19	Fri 7/24/20	CGI	160 days
1.4.2.2	<i>CGI Deliverable: Production Cutover Plan</i>	Mon 7/27/20	Mon 7/27/20	CGI	1 day
1.4.2.3	Execute Production Cutover Activities	Mon 7/27/20	Mon 8/10/20	County	11 days
1.4.2.4	<i>County Deliverable: Production Cutover</i>	Tue 8/11/20	Tue 8/11/20	County	1 day
1.4.2.5	<i>CGI Deliverable: Production Acceptance</i>	Tue 8/11/20	Tue 8/11/20	CGI	1 day
1.4.3	Post-Implementation	Mon 2/1/21	Wed 3/31/21		43 days
1.4.3.1	Provide Post-Implementation Support	Mon 2/1/21	Wed 3/31/21	CGI, County	43 days
1.4.3.2	<i>CGI Deliverable: Post-Implementation Support, Month 1</i>	Mon 3/1/21	Mon 3/1/21	CGI	1 day
1.4.3.3	<i>CGI Deliverable: Post-Implementation Support, Month 2</i>	Wed 3/31/21	Wed 3/31/21	CGI	1 day

Appendix S3 - Extensibility Configurations

Number	Name	Description																														
001	Home Page Improvements	The links for "Integration" and "Dashboard" have been removed from the PB home page for all users. This includes the main page and the navigation bar on top. This limits the links on the homepage to just the functionality that will be used in OC.																														
002	Environment Labels	The Individual PB environments now have labels indicating the data source (e.g QA, production)																														
003	Ranking Type on Budget Layouts	The ranking type on budget layouts has been made as read-only. The value has been defaulted to '01'. This is so that budget requests are ready for ranking.																														
004	Budget Form Name on Budget Requests	When users navigate to a budget request, the layout name will appear on the top of the request. The layout name also appears on the top of the budget lines tab and position lines tab. This is to inform users of the name of the layout they are currently using.																														
005	FTE Defaulted on Budget Request Position Tab	The FTE field has been removed on budget requests with 'Position' tab. It has been defaulted to '1'. This is so that users do not edit the FTE field when creating budget requests.																														
006	Default Add Commas on Queries	The Add Commas checkbox has been defaulted to checked when creating new queries. All queries at OC will want this feature turned on.																														
007	Query Name on Query Execution Screen	When users navigate to the 'Execute Query' screen to execute a query, the query name will appear next to the Query code. This is to inform users of the name of the query they are currently running.																														
008	COA Changes	<table border="1"> <thead> <tr> <th>New Table</th> <th>Data</th> </tr> </thead> <tbody> <tr> <td>pb_oran_tbl1</td> <td>State Function</td> </tr> <tr> <td>pb_oran_tbl2</td> <td>State Activity</td> </tr> <tr> <td>pb_oran_tbl3</td> <td>Program</td> </tr> <tr> <td>pb_oran_tbl4</td> <td>BB Desc/Misn</td> </tr> <tr> <td>pb_oran_tbl16</td> <td>Ranking</td> </tr> <tr> <td>pb_fund_tbl1</td> <td>County Wide</td> </tr> <tr> <td>pb_fund_tbl2</td> <td>State Activity</td> </tr> <tr> <td>pb_fund_tbl3</td> <td>State Function</td> </tr> <tr> <td>pb_fund_tbl4</td> <td>SS Service Act</td> </tr> <tr> <td>pb_fund_tbl5</td> <td>Schedule 13</td> </tr> <tr> <td>pb_fund_tbl16</td> <td>Ranking</td> </tr> <tr> <td>pb_div_tbl16</td> <td>Ranking</td> </tr> <tr> <td>pb_actv_tbl1</td> <td>Expense/Revenue</td> </tr> <tr> <td>pb_actv_tbl16</td> <td>Ranking</td> </tr> </tbody> </table>	New Table	Data	pb_oran_tbl1	State Function	pb_oran_tbl2	State Activity	pb_oran_tbl3	Program	pb_oran_tbl4	BB Desc/Misn	pb_oran_tbl16	Ranking	pb_fund_tbl1	County Wide	pb_fund_tbl2	State Activity	pb_fund_tbl3	State Function	pb_fund_tbl4	SS Service Act	pb_fund_tbl5	Schedule 13	pb_fund_tbl16	Ranking	pb_div_tbl16	Ranking	pb_actv_tbl1	Expense/Revenue	pb_actv_tbl16	Ranking
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pb_div_tbl16	Ranking																															
pb_actv_tbl1	Expense/Revenue																															
pb_actv_tbl16	Ranking																															
009	Supplemental Fields	BRASS supplemental fields will be added to PB to facility the reporting effort. Benefit Detail Grouping like Major and Minor grouping tables have been																														

Number	Name	Description
		<p>created and added to the database. Additional columns have also been added to the benefit and supplemental pay tables.</p> <p><u>New SBFS tables added</u></p> <ul style="list-style-type: none"> • pb_sbfs_major_group • pb_sbfs_minor_group • pb_sbfs_bendet_group_oc
010	Budget Request Code	<p>When creating new budget requests, the budget request code has been made read-only and auto-generated. The value increments for each new request created. This is done to standardize the codes for budget requests.</p>
011	Single Sign-On (Link to Reporting)	<p>A link has been added to provide users access via Single Sign-On to the reporting universes and reports</p>
012	Refresh Reports Table Link	<p>A link has been created in the 'Utilities' section that refreshes PB data to BusinessObjects. On the new page, the user creates a trigger and then clicks Submit to run the trigger. The trigger then executes the Stored Procedure to refresh the table for reports</p>
013	Application Time Out- Increased to 120 Minutes	<p>After a period of inactivity, users are logged out of the PB application at a default time out period. This period has now been extended to two hours so that users busy with other tasks are not constantly logged out.</p>
014	Increased Query limit to 2,000	<p>Searches on Dimensions, Consolidations, and SBFS pages can now result in up 2,000 records. Any searches that now result in more than 2,000 results receive a warning message that the query limit has been exceeded.</p>
015	Add IE7 Compatibility mode to PB	<p>The client uses Internet Explorer 7 with compatibility mode turned on due to an existing system in use. Performance Budgeting 3.10 is not supported with IE 7, but a change has been made to allow PB 3.10 be used with IE7 and compatibility mode turned on.</p>

Attachment B – Cost/Compensation

The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of the total Contract amount specified herein unless by amendment.

Compensation/Terms Of Payment: This is a Fixed Price Contract for the implementation of Advantage PB Upgrade project as set forth in Attachment A, Scope of Work, for the entire Contract term. The total cost of the Contract shall not exceed Seven Hundred Seventy-Five Thousand Seven Hundred and Ninety-Four Dollars (\$775,794). Payment to Contractor shall be paid according to the following payment schedule:

Number	Deliverable Name	Due Date	Deliverable Amount	Invoice Amount	Withhold Amount
1.1.1.3	Advantage PB Upgrade Project Plan	1/10/2020	\$8,835	\$7,951.00	\$884.00
1.1.2.3	Project Control Document	1/17/20	\$7,362	\$6,625.80	\$736.20
1.1.3.3	Project Kick-Off Meeting	1/14/2020	\$7,362	\$6,625.80	\$736.20
1.1.4.3	Advantage PB Upgrade Monthly Project Management Services (8 Months, at \$11,779/month, of Project Management, which includes Status Report Updates)	2/5/2020	\$11,779	\$10,601.10	\$1,177.90
		3/5/2020	\$11,779	\$10,601.10	\$1,177.90
		4/5/2020	\$11,779	\$10,601.10	\$1,177.90
		5/5/2020	\$11,779	\$10,601.10	\$1,177.90
		6/5/2020	\$11,779	\$10,601.10	\$1,177.90
		7/5/2020	\$11,779	\$10,601.10	\$1,177.90
		8/5/2020	\$11,779	\$10,601.10	\$1,177.90
		9/5/2020	\$11,779	\$10,601.10	\$1,177.90
1.2.1.2	Project Team Training - Functional Staff	2/12/20	\$13,848	\$12,463.20	\$1,384.80
1.2.1.4	Project Team Training - Technical Staff	2/12/20	\$17,310	\$15,579.00	\$1,731.00
1.2.1.6	Knowledge Transfer Support Documentation	7/13/20	\$26,927	\$24,234.30	\$2,692.70
1.2.2.3	Technical Configuration Strategy	2/12/20	\$11,780	\$10,602.00	\$1,178.00

Number	Deliverable Name	Due Date	Deliverable Amount	Invoice Amount	Withhold Amount
1.2.4.3	Application Configuration Strategy	2/19/20	\$23,559	\$21,203.10	\$2,355.90
1.2.4.5	User Roles Configuration Strategy	2/25/20	\$23,559	\$21,203.10	\$2,355.90
1.3.1.12	Installed Advantage 4 - PB Software for Non-Production Environments (DEV, IST, UAT)	4/6/20	\$36,124	\$32,511.60	\$3,612.40
1.3.2.2	Advantage 4 - PB Application Configuration	4/6/20	\$58,559	\$52,703.10	\$5,855.90
1.3.2.4	Advantage 4 - PB Online Extensibility Configuration	3/23/20	\$29,448	\$26,503.20	\$2,944.80
1.3.2.6	Advantage 4 - PB Budget Forms Configuration	4/20/20	\$54,501	\$49,050.90	\$5,450.10
1.3.2.8	Advantage 4 - PB SBFS Configuration	5/4/20	\$29,448	\$26,503.20	\$2,944.80
1.3.3.2	Advantage 4 - PB Extensibility Layer Configuration	4/7/20	\$29,448	\$26,503.20	\$2,944.80
1.3.4.3	Advantage 4 - PB Data Conversion	6/2/20	\$17,669	\$15,902.10	\$1,766.90
1.3.7.3	Advantage 4 - PB User Roles Configuration Support	3/23/20	\$23,559	\$21,203.10	\$2,355.90
1.3.8.3	Advantage 4 - PB Security & Workflow Configuration Setup Support	4/20/20	\$29,448	\$26,503.20	\$2,944.80
1.3.9.1.2	Integrated Test Plan and Scripts	5/4/20	\$25,004	\$22,503.60	\$2,500.40
1.3.9.1.5	Integrated System Test Execution and Results	5/20/20	\$38,468	\$34,621.20	\$3,846.80
1.3.9.2.7	User Acceptance Test Support	6/26/20	\$29,448	\$26,503.20	\$2,944.80
1.3.9.3.2	Performance Test Plan and Scripts	5/25/20	\$21,203	\$19,082.70	\$2,120.30
1.3.9.3.6	Performance Test Execution and Results	6/16/20	\$31,804	\$28,623.60	\$3,180.40
1.4.1.5	Production Environment Setup Support	5/25/20	\$17,669	\$15,902.10	\$1,766.90
1.4.2.2	Production Cutover Plan	7/27/20	\$13,252	\$11,926.80	\$1,325.20
1.4.2.5	Production Acceptance	8/11/20	\$8,848	\$7,963.20	\$884.80
	10% Project Withhold Release	9/11/20		\$72,867.90	

Number	Deliverable Name	Due Date	Deliverable Amount	Invoice Amount	Withhold Amount
1.4.3.2	Post-Implementation Support, Month 1	3/1/21	\$23,560	\$23,560.00	
1.4.3.3	Post-Implementation Support, Month 2	3/31/21	\$23,560	\$23,560.00	
Advantage PB Upgrade Implementation Total				\$775,794.00	\$72,867.90

Payments will be made based upon the Deliverable schedule specified above (payment upon acceptance of a Deliverable). Payments shall consist of the total due for the Deliverable, less ten (10) percent retention. The retained amount shall be paid thirty (30) days after acceptance of the Production Acceptance deliverable in accordance with Paragraph 20, Acceptance Testing.

1. PAYMENT TERMS

Contractor shall submit invoices upon acceptance of the Deliverable specified above. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange as set forth in Section 2 below, and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse or issue credit to the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

2. PAYMENT– INVOICING INSTRUCTIONS

The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address, if different from 1, above
3. Name of County agency/department
4. Delivery/service address
5. Contract number MA-003-20010753
6. Date of services rendered
7. Deliverable and service description
8. Total

The responsibility for providing an acceptable invoice to the County for payment rests with

the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction. The County's Project Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment.

Invoices and support documentation are to be forwarded to:

County of Orange County Executive Office\Budget
Attn: Jaime L. Martinez
333 W. Santa Ana Blvd.
10 Civic Center Plaza Room 315
Santa Ana, CA 92701