

**ON CALL  
TECHNOLOGY SERVICES  
AGREEMENT**

**THIS AGREEMENT** ("Agreement") is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City") and **CEDAR CRESTONE, INC.**, a Delaware corporation, whose address is 1255 Alderman Drive, Alpharetta, GA 30005 (the "Consultant"). Each party may be individually referred to as a "Party" or collectively as the "Parties."

**WHEREAS**, the City desires to contract with an information technology consultant; and

**WHEREAS**, the Consultant is qualified and ready, willing and able to perform the services as set forth in this Agreement.

**NOW, THEREFORE**, the Parties hereto agree as follows:

**1. SCOPE OF SERVICES; ORDER:** The Consultant, under the general direction of, and in coordination with City's Chief Information Officer, or other designated supervisory personnel (the "Manager"), shall diligently perform any and all authorized services required under this Agreement. The Consultant will provide specialized professional services to support the provisioning of technology services to the City and its constituents. These specialized services may include activities such as, but not limited to, technology program and project management, programming, systems and business analysis, systems and server administration, database administration, desktop support, network administration, infrastructure support, software license administration, specialized technology support, quality assurance, technical architect, and business/administrative support for technology activity. The specific job classifications and services to be provided by the Consultant and its rates are identified on attached **Exhibit A**. The City shall authorize specific assignments for the Consultant by placing a written service order signed by the Manager and the Consultant (the "Order") describing in sufficient details the services and/or deliverables and rates to be provided. The Consultant shall also perform the services described in **Exhibit C**, the Scope of Work, related to PeopleSoft upgrades. The Consultant agrees that during the term of this Agreement it shall fully coordinate its provision of the services with any person or firm under contract with the City doing work or providing services which affect the Consultant's services. The Consultant shall faithfully perform the work in accordance with the standards of care, skill, training, diligence and judgment provided by highly competent individuals and entities that perform services of a similar nature to those described in this Agreement. Consultant represents and warrants that all services will be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards; all services will conform to applicable specifications and as attached to the Order, if any; and, it has the requisite ownership, rights and licenses to perform its obligations under this Agreement fully as contemplated hereby and to grant to the City all rights with respect to any software and services free and clear from any and all liens, adverse claims, encumbrances and interests of any third party.

2. **TERM:** The term of this Agreement shall commence on November 1, 2011, and shall terminate on October 31, 2013, unless earlier terminated in accordance with the Agreement. The term of this Agreement may be extended for two periods of one (1) year each, on the same terms and conditions, including pricing, by written amendment to this Agreement. However, no extension of the Term shall increase the Maximum Contract Liability stated herein; such amount may be changed only by a duly executed written amendment to this Agreement.

3. **COMPENSATION AND PAYMENT:**

A. **Fee:** The City agrees to pay to the Consultant, and the Consultant agrees to accept as its sole compensation for its services rendered and costs incurred under this Agreement, the rates set forth on attached **Exhibit A** and as set in **Exhibit C**.

B. **Reimbursement Expenses:** There are no reimbursable expenses allowed under this Agreement. All expenses and materials of the Consultant are contained in the rate contained in Section 3(A) of this Agreement.

C. **Invoicing:** Consultant shall provide the City with a twice monthly invoice in a format and with a level of detail acceptable to the City. The City shall pay any undisputed amounts in accordance with its obligations under the City's Prompt Payment Ordinance.

D. **Maximum Contract Liability:**

(i) Any other provision of this Agreement notwithstanding, in no event shall the City be liable to pay for services rendered and expenses incurred by the Consultant under the terms of this Agreement for any amount in excess of **FOUR MILLION DOLLARS (\$4,000,000.00)** (the "Maximum Contract Amount"). The Consultant acknowledges that the City is not obligated to execute an agreement or an amendment to Consultant for any further services and that any services performed by Consultant beyond that specifically described in **Exhibit A** and **Exhibit C** or contained in an Order are performed at Consultant's risk and without authorization under this Agreement.

(ii) The Parties agree that the City's payment obligation, whether direct or contingent, shall extend only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of this Agreement. The Parties agree that (i) the City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

4. **STATUS OF CONSULTANT:** The Parties agree that the status of the Consultant shall be that of an independent contractor retained on a contractual basis to perform professional or technical services for limited periods of time as described in Section 9.1.1E(x) of the Charter of the City. It is not intended, nor shall it be construed, that the Consultant or its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code or for any purpose whatsoever.

## **5. TERMINATION:**

**A.** The City has the right to terminate this Agreement, with or without cause, on ten (10) days written notice to the Consultant. However, nothing herein shall be construed as giving the Consultant the right to perform services under this Agreement beyond the time when such services become unsatisfactory to the City or the City informs the Consultant that it no longer requires its services, and the Consultant shall bear all the risk of providing same.

**B.** City may immediately terminate this Agreement in the event the Consultant or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Consultant's business.

**C.** Either Party may terminate this Agreement by written notice to the other in the event that the other Party breaches this Agreement and fails to cure such breach to the non-breaching Party's satisfaction within thirty (30) days of written notice specifying the breach.

**D.** If this Agreement is terminated by the Consultant or by the City for cause, the Consultant shall be compensated for, and such compensation shall be limited to: (1) the sum of the amounts contained in invoices which it has submitted and which have been approved by the City; (2) the reasonable value to the City of the work which the Consultant performed prior to the date of the termination notice, but which had not yet been approved for payment; and (3) the cost of any work that is needed to accomplish an orderly termination of the work and is approved in writing by the Manager. If this Agreement is terminated without cause by the City the Consultant shall also be compensated for any reasonable costs it has actually incurred in performing services prior to the date of the termination. In the event that all or any part of this Agreement is terminated for any reason, Consultant will immediately document in detail the status of any services in progress. Consultant will provide all assistance reasonably requested by the City in connection with the efficient and orderly transition of performance of the services by Consultant to the City or any third party designated by the City.

**E.** If this Agreement is terminated, the City shall take possession of all materials, equipment, tools and facilities owned by the City that the Consultant is using by whatever method the City deems expedient. The Consultant shall deliver to the City all drafts or other documents it has completed or partially completed under this Agreement, together with all other items, materials and documents which have been paid for by the City; and these documents and materials shall be the property of the City. Copies of work product incomplete at the time of termination shall be marked "DRAFT-INCOMPLETE."

**F.** Upon termination of this Agreement by the City, the Consultant shall not have any claim against the City by reason of such termination or by reason of any act incidental to termination, except for compensation for work satisfactorily performed as described in this Agreement.

**6. INTELLECTUAL PROPERTY RIGHTS:** The City and Consultant intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, music, sketches, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Consultant and paid for by the City pursuant to this Agreement, in preliminary or final forms and on any media (collectively, "Materials"), shall belong to the City. The Consultant shall disclose all such items to the City. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a "work made for hire" and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a "work made for hire," the Consultant hereby sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such copyright, patent, trademark and other intellectual property rights in perpetuity. Nothing in this Agreement is intended to affect Consultant's rights to pre-existing intellectual property or its right to use know-how learned in the course of providing services under this Agreement for the future benefit of the City or others.

**7. CITY INFORMATION:**

**A.** The Consultant acknowledges and accepts that, in performance of all work under the terms of this Agreement, the Consultant may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. The Consultant agrees that all Proprietary Data or confidential information provided or otherwise disclosed by the City to the Consultant shall be held in confidence and used only in the performance of its obligations under this Agreement. The Consultant shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent consultant would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential" and provided to or made available to the Consultant by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

**B.** Except as expressly provided by the terms of this Agreement, the Consultant agrees that it shall not disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available the Proprietary Data or confidential information or any part thereof to any other person, party or entity in any form or media for any purpose other than performing its obligations under this Agreement. The Consultant further acknowledges that by providing this Proprietary Data or confidential information, the City is not granting to the Consultant any right or license to use such data except as provided in this Agreement. The Consultant further agrees not to disclose or distribute to any other party, in whole or in part, the Proprietary Data or confidential information without written authorization from the Manager.

**C.** The Consultant acknowledges and understands that the Proprietary Data may not be completely free of errors. The Proprietary Data should be used for reference only

and should not be relied upon in any other way, and the Consultant is hereby advised to independently verify all work performed in reliance upon the Proprietary Data.

**D.** The Consultant agrees that any ideas, concepts, know-how, computer programs, or data processing techniques provided by the City in connection with this Agreement, any Proprietary Data, or any confidential information shall be deemed to be the sole property of the City and all rights, including copyright, shall be deemed to be the sole property of the City and all rights, including copyright, shall be reserved to the City. The Consultant agrees, with respect to the Proprietary Data and confidential information, that: (1) the Consultant shall not copy, recreate, reverse, engineer or decompile such data, in whole or in part, unless authorized in writing by the Manager; (2) the Consultant shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data; (3) the Consultant shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify destruction) or return all such data or work products incorporating such data or information to the City.

**E.** The Consultant will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of the Consultant under this Agreement shall survive the expiration or earlier termination of this Agreement. The Consultant shall not disclose Proprietary Data or confidential information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.

**F.** Notwithstanding any other provision of this Agreement, the City is furnishing Proprietary Data and confidential information on an “as is” basis, without any support whatsoever, and without representation, warranty or guarantee, including but not in any manner limited to, fitness, merchantability or the accuracy and completeness of the Proprietary Data or confidential information. The Consultant is hereby advised to verify its work. The City assumes no liability for any errors or omissions herein. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, the Consultant agrees to contact the City immediately.

**8. Consultant’s Information:** The Parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, 7B C.R.S. (2003), and that in the event of a request to the City for disclosure of such information, the City shall advise the Consultant of such request in order to give the Consultant the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Consultant agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same. The Consultant further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of the Consultant’s intervention to protect and assert its claim of privilege against disclosure under this Article including, but not limited to,

prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

**9. EXAMINATION OF RECORDS:** The Consultant agrees that any duly authorized representative of the City, including the City Auditor, shall have access to and the right to examine any books, documents, papers and records of the Consultant, involving transactions related to this Agreement. This right shall survive for a minimum of three (3) years after final payment is made under this Agreement.

**10. WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event shall any action by a Party constitute or be construed to be a waiver by that party of any breach of covenant or default which may then exist on the part of the other Party. A Party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that Party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

**11. PERSONNEL:**

**A.** All key personnel identified in an Order will be dedicated by Consultant to the City. The Consultant shall submit to the Manager a list of any additional personnel who will perform services under an Order within thirty (30) days after an Order has been submitted, together with complete resumes and other information describing their ability to perform the services. Such additional personnel must be approved in writing by the Manager.

**B.** The Parties intend that all key personnel be engaged to perform their specialty for all services required by an Order and that the Consultant shall retain all key personnel for the term of the Order. If the Consultant must replace any of its key personnel, it shall notify the Manager in writing of the changes. No such replacement shall be made until the replacement is approved by the Manager, which approval shall not be unreasonably withheld. The Manager shall respond to the Consultant's written notice of replacement within fifteen (15) days of receipt. If the Manager does not respond within that time, the listed replacement personnel shall be deemed approved. If during the term of the Agreement, the Manager determines that the performance of approved key personnel is not acceptable, he shall in his sole and absolute discretion either (a) give the Consultant a reasonable period of time to correct the performance or (b) require the Consultant to replace the personnel as soon as practicable.

**C.** While the Consultant may retain and contract with subcontractors, no final agreement with any subcontractor shall be entered into without the written consent of the Manager. Requests for approval of subcontractors must be made in writing and include a description of the nature and extent of services to be provided by the subcontractor; the name, address and experience and qualifications of the subcontractor; and any other information which may be requested by the Manager. Because the Consultant's represented qualifications are a consideration to the City in entering into this Agreement, the Manager shall have the right to reject any proposed subcontractor deemed unqualified or unsuitable for any reason to perform

the proposed services, and the Manager shall have the right to limit the number of subcontractors. The Manager shall respond to the Consultant's written notice regarding a subcontractor within thirty (30) days of receipt. If the Manager does not respond within that time, the subcontractor shall be deemed approved. Approval of the subcontractor shall not relieve the Consultant of any obligations under this Agreement. Any final agreement with the approved subcontractor must contain a valid and binding provision whereby the subcontractor waives any and all rights to make a claim of payment against any City property arising out of the performance of this Agreement.

**D.** The Consultant is prohibited from hiring any subcontractor that is currently debarred by the City in accordance with D.R.M.C. § 20-77.

## **12. INSURANCE:**

**A. General Conditions:** Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Consultant shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Should any of the above-described policies be canceled or non-renewed before the expiration date thereof, the Consultant shall send written notice to Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202. Such written notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior." Additionally, Consultant shall provide written notice of cancellation, non-renewal and any reduction in coverage to the address above by certified mail, return receipt requested. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Consultant. Consultant shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Consultant. The Consultant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

**B. Proof of Insurance:** Consultant shall provide a copy of this Agreement to its insurance agent or broker. Consultant may not commence services or work relating to the Agreement prior to placement of coverage. Consultant certifies that the certificate of insurance attached as **Exhibit B**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Consultant's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

C. **Additional Insureds:** For Commercial General Liability, Auto Liability, and Technology Errors & Omissions including Cyber Liability, Consultant and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

D. **Waiver of Subrogation:** For all coverages except for Technology Errors and Omissions, Consultant's insurer shall waive subrogation rights against the City.

E. **Subcontractors and Subconsultants:** All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Consultant. Consultant shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Consultant agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

F. **Workers' Compensation/Employer's Liability Insurance:** Consultant shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Consultant expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Consultant's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Consultant executes this Agreement.

G. **Commercial General Liability:** Consultant shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

H. **Business Automobile Liability:** Consultant shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement

I. **Technology Errors & Omissions including Cyber Liability:** Consultant shall maintain Technology Errors and Omissions insurance including cyber liability, network security, privacy liability and product failure coverage with limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate.

J. **Additional Provisions:**

(a) For Commercial General Liability and Excess Liability, the policies must provide the following:



- (i) That this Agreement is an Insured Contract under the policy;
  - (ii) Defense costs in excess of policy limits;
  - (iii) A severability of interests, separation of insureds or cross liability provision; and
  - (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
- (b) For claims-made coverage:
  - (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.
- (c) Consultant shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Consultant will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

### **13. DEFENSE AND INDEMNIFICATION:**

**A.** Consultant hereby agrees to defend, indemnify, and hold harmless City, its appointed and elected officials, agents and employees against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”). This indemnity shall be interpreted in the broadest possible manner to indemnify City for any personal injury or property damage arising from acts or omissions of Consultant or its subcontractors either passive or active, except for the negligence or willful misconduct of City.

**B.** Consultant’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. As to any Claim arising out of the actions of the Consultant, the Consultant’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.

**C.** Consultant will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.

D. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Consultant under the terms of this indemnification obligation. The Consultant shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

E. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

F. Consultant will, at Consultant's expense, indemnify, defend and hold harmless the City, its officers, agents and employees from and against any loss, cost, expense or liability (including but not limited to attorney's fees and awarded damages) arising out of a claim that the products or services supplied or provided by the Consultant, or their use by the City, infringe, violate or misappropriate a patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any third party. The City will promptly notify Consultant in writing of any claim and cooperate with Consultant and its legal counsel in the defense thereof. Consultant shall, in its discretion, perform some or all of the following actions to ensure that the City is not negatively impacted in the functionality of its technology services because of an infringing product: (i) contest, (ii) settle, (iii) procure for the City the right to continue using the product, or (iv) modify or replace the infringing product so that it no longer infringes (as long as the functionality and performance are not degraded as reasonably determined by the City). If none of the actions identified above is commercially reasonable, Consultant will refund amounts paid by the City for the infringing material. The City may participate in the defense of such action at its own expense.

G. EXCEPT FOR CONSULTANT'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. EXCEPT FOR CONSULTANT'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, CONSULTANT'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL BE LIMITED TO THE MAXIMUM CONTRACT AMOUNT, AS SAME MAY BE AMENDED FROM TIME TO TIME.

**14. COLORADO GOVERNMENTAL IMMUNITY ACT:** The Parties agree that the City is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, C.R.S. § 24-10-101, *et seq.*

**15. TAXES, CHARGES AND PENALTIES:** The City shall not be liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Consultant shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under this Agreement and shall allow no lien, mortgage, judgment or execution to be filed against City property, including but not limited to land, facilities, improvements or equipment. The City has informed the Consultant that it is, as of the effective date of this Agreement, exempt from payment of sales or use tax relative to services provided by

Consultant. Should that exemption be disallowed or discontinued and the City decline to pay sales or use tax due, the Consultant shall have the option of terminating the Agreement for cause pursuant to section 5 of this Agreement.

**16. ASSIGNMENT AND SUBCONTRACTING:**

**A.** The Consultant agrees that it will not assign or transfer any of its rights or obligations under this Agreement without first obtaining the written consent of the Manager. A transfer will include a merger, consolidation, liquidation or change of ownership by which fifty percent (50%) or more of the outstanding voting stock, equity or control is transferred. Any attempt by the Consultant to assign or transfer its rights or obligations without the prior written consent of the Manager shall, at the option of the Manager, be null and void and terminate this Agreement and all rights of the Consultant. Consent to the assignment may be granted or denied at the sole and absolute discretion of the Manager. If the City consents to an assignment, then any assignment will not become effective until the assignee unequivocally in a signed document satisfactory to the Manager (1) assumes the obligations under this Agreement; and (2) agrees to be bound by all of the terms, covenants and conditions of this Agreement. Any consent of the City pursuant to this provision must be executed with the same formality as this Agreement. The rights and obligations of the Parties under this Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns permitted under this Agreement. The Consultant may assign its rights to payment hereunder as required by a banking or surety agreement by giving written notice to the City.

**B.** The Consultant agrees that it will not subcontract any of its obligations under this Agreement without first obtaining the written consent of the Manager, which consent may be withheld in the absolute discretion of the City. If the City consents to the subcontract, such action shall not be construed to create any contractual relationship between the City and the Consultant's subcontractor. The Consultant shall remain fully responsible to the City for any subcontracted work.

**17. NO THIRD PARTY BENEFICIARY:** The Parties agree that enforcement of the terms and conditions of this Agreement, and all rights of action relating to enforcement, shall be strictly reserved to the Parties. Nothing contained in this Agreement shall give or allow any claim or right of action to any third person. The Parties intend that any person other than the City or the Consultant receiving services or benefits pursuant to this Agreement shall be deemed to be an incidental beneficiary only.

**18. NO AUTHORITY TO BIND CITY TO CONTRACTS:** The Consultant has no authority to bind the City on any contractual matters. Final approval of all contractual matters that obligate the City must be by the City, as required by Charter and ordinance.

**19. AGREEMENT AS COMPLETE INTEGRATION; AMENDMENTS:** This Agreement is the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other modification related to the subject matter herein shall have any force or effect, unless embodied in this Agreement in writing. No subsequent novation, renewal, addition, deletion, or other amendment shall have any force or effect unless

embodied in a written amendment to this Agreement properly executed by the Parties. No oral representation by any officer or employee of the City at variance with the terms and conditions of this Agreement or any written amendment to this Agreement shall have any force or effect nor bind the City. This Agreement and any amendments to it shall be binding upon the Parties and their successors and assigns.

**20. SEVERABILITY:** The Parties agree that if any provision of this Agreement or any portion thereof, except for the provisions of this Agreement requiring appropriation of funds and limiting the total amount payable by the City, is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity of the remaining portions or provisions shall not be affected if the intent of the Parties can be fulfilled

**21. CONFLICT OF INTEREST:**

**A.** The Parties agree that no employee of the City shall have any personal or beneficial interest in the services or property described in this Agreement; and the Consultant further agrees not to hire or contract for services any employee or officer of the City which would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, *et seq.* or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

**B.** The Consultant agrees that it will not engage in any transaction, activity or conduct that would result in a conflict of interest under this Agreement. The Consultant represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Consultant by placing the Consultant's own interests, or the interests of any party with whom the Consultant has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after it has given the Consultant written notice which describes the conflict. The Consultant shall have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner that is acceptable to the City.

**22. NOTICES:** Notices, bills, invoices or reports required by this Agreement shall be sufficiently delivered if sent by the Parties in the United States mail, postage prepaid, to the Parties at the following addresses:

City: Chief Information Officer  
201 West Colfax Avenue, 3<sup>rd</sup> Floor  
Denver, Colorado 80202

Consultant: CEDAR CRESTONE, INC.  
1255 Alderman Drive,  
Alpharetta, GA 30005

The addresses may be changed by the Parties by written notice.

**23. DISPUTES:** All disputes between the City and Consultant regarding this Agreement shall be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b), *et seq.* For the purposes of that procedure, the City official rendering a final determination shall be the Manager.

**24. GOVERNING LAW; VENUE:** This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado, the Charter and Revised Municipal Code of the City and County of Denver, and the ordinances, regulations and Executive Orders enacted or promulgated pursuant to the Charter and Code, including any amendments. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement. Venue for any legal action relating to this Agreement shall lie in the District Court in and for the City and County of Denver.

**25. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of services under this Agreement, the Consultant agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability. The Consultant agrees to insert the foregoing provision in all subcontracts hereunder.

**26. WARRANTY:** The Consultant agrees to perform the services contracted for by the City in a professional and workmanlike manner consistent with industry standards. Consultant represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement. Each person signing and executing this Agreement on behalf of Consultant represents and warrants that he has been fully authorized by Consultant to execute this Agreement on behalf of Consultant and to validly and legally bind Consultant to all the terms, performances and provisions of this Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of either Consultant or the person signing the Agreement to enter into this Agreement. Except as expressly set forth in this Agreement, the Consultant makes no warranties, express or implied,

**27. NO CONSTRUCTION AGAINST DRAFTING PARTY:** Each of the Parties acknowledge that they and their respective counsel have had the opportunity to review this Agreement and that this Agreement shall not be construed against any Party merely because this Agreement or any of its provisions were prepared by a particular Party.

**28. ORDER OF PRECEDENCE:** In the event of any conflicts between the language of this Agreement and the exhibits, the language of the Agreement shall control. No term contained in a purchase order shall impose any obligation on the Consultant which is not contained in this Agreement. █

**29. SURVIVAL OF CERTAIN PROVISIONS:** The Parties agree that all terms and conditions of this Agreement, together with any exhibits and attachments, which by reasonable implication contemplate continued performance or compliance beyond the termination of this Agreement, by expiration of the term or otherwise, shall survive termination and shall continue to be enforceable. Without limiting the generality of this provision, the Consultant's obligations to provide insurance and to indemnify the City shall survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

**30. COMPLIANCE WITH ALL LAWS:** All of the services performed under this Agreement by the Consultant shall comply with all applicable laws, rules, regulations and codes of the United States and State of Colorado and with the charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver, as amended.

**31. ADVERTISING AND PUBLIC DISCLOSURE:** The Consultant shall not include any reference to this Agreement or to services performed pursuant to this Agreement in any of its advertising or public relations materials without first obtaining the written approval of the Manager, which will not be unreasonably withheld. Any oral presentation or written materials related to services performed under this Agreement shall include only services that have been accepted by the City. The Manager shall be notified in advance of the date and time of any such presentation. Nothing in this provision shall preclude the transmittal of any information to officials of the City, including without limitation the Mayor, the Manager, City Council or the Auditor.

**32. TIME IS OF THE ESSENCE:** The Parties agree that in the performance of the terms, conditions, and requirements of this Agreement and any Order, time is of the essence.

**33. CITY EXECUTION OF AGREEMENT:** This Agreement shall not be effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

**34. COUNTERPARTS OF THIS AGREEMENT:** This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.

**35. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Consultant consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**36. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** The Consultant shall cooperate and comply with the provisions of Executive Order 94, and Attachment A

thereto, concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.

**37. NON-SOLICITATION:** Both Parties agree that for the term of this Agreement and for a period of one year after the termination that neither party will solicit, recruit or hire any employee of the other party, the identity of which was learned or discovered in the performance of the services under this agreement or any applicable Order, except where the Parties have otherwise agreed in writing.

**38. BACKGROUND CHECKS ON CONSULTANT'S EMPLOYEES.** The Consultant is responsible for completing background checks on any employee who will be engaged with the City under this Agreement in accordance with the City's Executive Order 135. The Consultant shall have performed Criminal Background checks, Financial/ Credit Checks, and Educational Background checks for all employees at least six months prior to being engaged on City work. The Consultant shall certify that there are no misdemeanor or felony convictions for any employee working within the various departments of the City. The Consultant shall affirm that it has performed the background check as determined by the Order and submit its affirmation on a form supplied by the City. If the Consultant falsely represents the contents of any affirmation or background check it shall be grounds for immediate termination of this Agreement."

EXHIBIT A-RATES

EXHIBIT B-CERTIFICATE OF INSURANCE

EXHIBIT C SCOPE OF WORK

## **EXHIBIT A**



## PRICING ITEM #8

### PeopleSoft

Consists of the development, utilization, and maintenance of enterprise resource planning suite of financial, human resources, constituent relationship management, and web

portal systems.

#### **Technical Environment:**

- PeopleSoft Financials
- PeopleSoft HCM
- PeopleSoft Customer Relationship Management (CRM)
- Specific modules owned (note: not all are implemented) include:

- o PeopleSoft Enterprise eRecruit
- o PeopleSoft Enterprise eCompensation
- o PeopleSoft Enterprise eProfile
- o PeopleSoft Enterprise eDevelopment
- o PeopleSoft Enterprise eBenefits
- o PeopleSoft Enterprise ePay
- o PeopleSoft Enterprise Asset Management For Public Sector
- o PeopleSoft Enterprise Purchasing For Public Sector
- o PeopleSoft Enterprise Payroll For Public Sector
- o PeopleSoft Enterprise Time And Labor For Public Sector
- o PeopleSoft Enterprise Accounts Payable For The Public
- o PeopleSoft Enterprise Accts Receivable For The Public Sector
- o PeopleSoft Enterprise Benefits Admin. For Public Sector
- o PeopleSoft Enterprise Billing For Public Sector
- o PeopleSoft Enterprise General Ledger For The Public Sector
- o PeopleSoft Enterprise Human Resources For Public Sector
- o PeopleSoft Enterprise Inventory For Public Sector
- o PeopleSoft Enterprise Project Costing For Public Sector
- o PeopleSoft Enterprise Strategic Sourcing
- o PeopleSoft Enterprise Order Capture Self Service
- o PeopleSoft Enterprise Order Capture
- o PeopleSoft Enterprise HelpDesk for Human Resources
- o PeopleSoft Enterprise Customer Scorecard
- o PeopleSoft Enterprise Talent Acquisition Manager
- o PeopleSoft Enterprise eProfile Manager Desktop

o	PeopleSoft Enterprise Scorecard
o	PeopleSoft Enterprise eBill Payment
o	PeopleSoft Enterprise Integrated FieldService
o	PeopleSoft Enterprise CTI Integration
o	PeopleSoft Enterprise ePerformance
o	PeopleSoft Enterprise Enterprise Portal
o	PeopleSoft Enterprise HRMS Portal Pack
o	PeopleSoft Enterprise Performance Management Warehouse
o	PeopleSoft Enterprise Enterprise Learning Management
o	PeopleSoft Enterprise Support for Customer Self Service
o	PeopleSoft Enterprise Grants
o	PeopleSoft Enterprise Financials Portal Pack
o	PeopleSoft Enterprise Multichannel Communications
o	PeopleSoft Enterprise EPM Portal Pack
o	PeopleSoft Enterprise eProcurement

**Typical Work:**

Typical projects include enhancements to existing system capabilities, implementation of new PeopleSoft modules, or include wholesale upgrades to new Oracle/PeopleSoft

**Interfaces:**

All Enterprise Applications areas heavily leverage the use of web services, brokered by an Enterprise Service Bus (ESB) for transactional interfaces. Batch interfaces are usually brokered by an Enterprise File Transfer (EFT) Server.

<b>Professional Service PEOPLESOFT</b>	<b>Cost Per Hour(includes all costs travel, hotel etc.</b>
<b>1. ERP Systems Analyst</b>	
Minimum	\$180
Maximum	\$190
<b>2. ERP Developer</b>	
Minimum	\$180
Maximum	\$190
<b>3. ERP Systems Administrator</b>	
Minimum	\$180
Maximum	\$190



## Exhibit C: Statement of Work – PeopleSoft Services

This Statement of Work (this “SOW”) is made effective as of November 21, 2011 (the “SOW Effective Date”) and constitutes a Statement of Work entered into pursuant that the On Call Technology Services Agreement (the “Agreement”) as contemplated by and between CedarCrestone, Inc. (“Consultant,” or, as used herein, “CCI”), and the City and County of Denver (“Client,” or, as used herein, “CCD”) is executed. This SOW describes the Services to be performed and Deliverables to be provided by CCI in the Agreement.

This SOW is subject to and governed by the terms and conditions of the Agreement, which are incorporated herein by this reference. In the event and to the extent of any conflicts or inconsistencies between the provisions of this Statement of Work and those of the Agreement, the provisions of the Agreement shall prevail and control, except for any given provision of this SOW that specifically references, and indicates that it modifies or prevails over, a particular section of the Agreement (in which case the provision of this SOW shall prevail over the specified section of the Agreement, but only with respect to this SOW). Capitalized terms used but not defined in this SOW shall have the respective meanings given such terms in the Agreement.

### General Information:

CCI Project Manager	Name:	TBD
	Address:	1255 Alderman Drive Alpharetta, GA 30005
	Phone:	TBD
	Fax:	TBD
	E-mail:	TBD@cedarcrestone.com
CCI Engagement Director	Name:	Tom Kraus
	Address:	1255 Alderman Drive Alpharetta, GA 30005
	Phone:	303-430-5640 o; 303-956-3968 c
	Fax:	678-690-1649
	E-mail:	<a href="mailto:tom.kraus@cedarcrestone.com">tom.kraus@cedarcrestone.com</a>
CCD Business Sponsor	Name:	Chris Binnicker
	Address:	201 West Colfax Department 301 Denver, CO 80202
	Phone:	720-913-4972
	Fax:	720-913-5237
	E-mail:	<a href="mailto:Chris.binnicker@denvergov.org">Chris.binnicker@denvergov.org</a>
CCD Project Manager	Name:	TBD
	Address:	
	Phone:	TBD
	Fax:	TBD
	E-mail:	TBD

## CONTENTS

Page

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INTRODUCTION

## **1. PURPOSE**

This SOW documents the agreed-upon Services and Deliverables to be provided by CCI to CCD, and the respective rights, responsibilities, obligations, and expectations of the Parties regarding the performance of such Services and the provision of such Deliverables. These Services have been requested by CCD, and will be provided by CCI, so as to upgrade CCD's Oracle/PeopleSoft Financial Supply Chain Management ("FSCM") system as described in this Agreement. This SOW governs the onsite Consulting Services to be delivered as part of the Agreement. A separate SOW will be created to govern the Remote Upgrade. After execution of this SOW by duly authorized representatives of both CCD and CCI, any changes or modifications to this SOW must follow the Change Order process described in the Agreement and in Section Change Order Process of this SOW (the "Change Order Process"). All approved and executed Change Orders will amend and update this SOW, and the amended SOW will then form the new baseline upon which any future changes will be made.

## **2. GENERAL DESCRIPTION OF SERVICES TO BE PERFORMED**

CCI will perform consulting Services to meet the terms of this agreement. The Services outlined in this SOW are Functional Consulting Services and Technical Development / Retrofitting Services to assist in the completion of CCD's PeopleSoft FSCM upgrade from version 8.8 to 9.1 and PeopleTools upgrade to version 8.5x. The final PeopleTools version decision will be made in January of 2012.

CCI will stage the work to be performed hereunder into one "Rollout" of particular PeopleSoft / Oracle software functionality, as follows with the timeframe that the Rollout is expected to cover given in parentheses following the Rollout description

1. Rollout shall consist of CCD's PeopleSoft FSCM system being upgraded to version 9.1 and the expansion of the Grants and Asset Management components of such system (January 2012 to September 2012).

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The table below outlines at a high level the schedule for completing the Rollout.



The project will follow CedarCrestone's five-phase "Propel" implementation methodology.

## Services Provided

### 1. DESCRIPTION

#### 1. FUNCTIONAL CONSULTING SERVICES

CCI will provide three (3) functional consultants to support the CCD Upgrade project. These functional consultants will be responsible for the execution and completion of the following primary activities:

- (a) Fit/Gap and Design documentation for the PeopleSoft modules included in scope
- (b) Functional Specification updates for Retrofitted Items
- (c) System Configuration Documentation
- (d) Training Materials documentation and Train the Trainer Classes
- (e) Test Planning, Test Material Creation. One (1) functional consultant will be retained to as a Test Manager to oversee and manage the Testing activities and troubleshooting issues.
- (f) Spec Creation for New Development for approved Change Order development items.

#### 2. TECHNICAL DEVELOPMENT / RETROFIT SERVICES

CCI will provide three (3) technical resources to support various technical development related activities. These will include:

- (a) Security Fit/Gap and 9.1 Design
- (b) Customization & Interface Retrofit
- (c) Workflow Design & Retrofit

### 2. APPLICATION SCOPE

The table below lists the PeopleSoft / Oracle ERP Software modules to be upgraded, as indicated below, during the Rollout.

#### 1. ROLLOUT – FSCM UPGRADE

DISPOSITION	MODULE
Upgrade	General Ledger (Commitment Control)
Upgrade	Payables
Re-Implement	Grants
Upgrade	Projects
Re-Implement	Asset Management
Upgrade	Purchasing (Receiving)

In the Rollout, CCI will conduct a “Discovery/Fit-Gap” process in which CCI will confirm the intended scope and software rollout schedule for that Rollout. Any changes or modifications to the list of aforementioned modules in the Rollout will be addressed through the Change Order Process.

### 3. SYSTEM DEVELOPMENT

Propel Methodology Phase II, Analysis and Design, will be used to confirm the intended project scope for the Rollout and for all system development. The currently expected scope of system development work to be performed under this SOW is set forth below. Any changes to the system development scope of the project (and the reasonably expected number of hours of effort associated with those changes) will be mutually

agreed upon by the Parties in the development requirements created in the Analysis and Design phase of the Rollout and reconciled against the scope of work contained herein. The Change Order Process will be utilized to document any mutually agreed upon changes to the scope of system development work and any associated, corresponding changes in the Fees payable hereunder. Upon completion of Analysis and Design phase of the Rollout, and prior to either Party creating any detailed functional specifications or performing development work on the development items, CCD will determine whether any of the development items specified below are no longer necessary. The projected hours specified below for any development items that CCD deems no longer necessary will be placed in a "Development Pool" and, as directed by CCD, applied to any other development work performed by CCI under this SOW (i.e., work in addition to that currently specified herein as being within scope) or any other additional Services that CCD requests (with CCI not billing CCD any additional fees for the number of hours of work or Services placed in the Development Pool). Alternatively, CCD may at any time cancel any such unused development hours, and should any development hours be canceled by the CCD, the total Fees payable by the CCD under this SOW will be appropriately and correspondingly reduced.

Development items, for purposes of this SOW, shall include:

1. Customizations;
2. Interfaces;
3. Custom reports; and
4. Workflows.

Assumption is that there will be no data conversion programming required by CCI developers in this project.

The pre-design phase scope for these development items is summarized here for convenience. Any projected numbers of hours specified in this SOW merely indicate the currently and reasonably expected numbers of hours that have been used in determining the expected work effort to be required. Such hours will be used, as described above, when the scope of development items for the project has been finalized, with the Change Order Process then being used, if needed, to make any appropriate, corresponding amendments to the scope of the project and this SOW, and the Fees payable hereunder (using the hourly rates applicable under this SOW). All CCI development will be provided on a fixed time basis and prioritized and allocated at the end of the Fit/Gap and Design phase to system interfaces, reports, customizations, and system workflows at CCD's discretion. The below development sections are intended to preliminary set expectations.

## 2. ROLLOUT

DEVELOPMENT ITEM	DEVELOPMENT GROUP	INITIAL DEVELOPMENT SCOPE (CCI Hours)	INITIAL DEVELOPMENT SCOPE (CCD Hours)		
Customizations and Interfaces	Retrofit V8.8 Customizations and interfaces	760 Hours	760 Hours		
Workflows	Retrofit V8.8 Workflows	280 Hours	280 Hours		
Reports	Retrofit V8.8 CCD Reports	0 Hours	320 Hours		

The development methodology that CCI will employ and follow hereunder will involve four (4) distinct stages, as outlined below, for the development and implementation of customizations, conversions, interfaces, reports, and workflows. This approach will be followed for the Rollout.

- 1. Functional Specification – During the Rollout, existing specification documentation will be leveraged for existing customizations, reports,**

workflows and interfaces. CCI will update the existing specifications for those items being carried forward to the new version and that require retrofitting. If there are no changes required to the item, the specification will not be updated. If new customization requirements (application customization, interface, report, and workflow) are identified by the Parties, in accordance herewith, new specifications will be created by CCD for the applicable items, provided that inclusion of the customizations in the project has been approved by the Parties via the Change Order Process.

2. **Technical Specification** -- The technical leads for both CCI and the CCD (collectively, the "Technical Leads") will review all updated functional specifications to verify that the technical design is technically feasible and that the technical design will be most efficient and complete. The Technical Leads will assign any functional specification needing updating or revision to a technical developer of either CCI or CCD, as most reasonable for the applicable work. Technical developers from both CCI and CCD will update the corresponding technical specifications, once the functional specification review by the Technical Leads is complete and the CCD has issued its Acceptance thereof, so as to enable the customizations, custom reports, custom interfaces, custom workflows and conversion programs to be retrofitted to the technical and functional requirements.
3. **Re-apply / Develop** -- Using the technical specifications, the technical team (both CCI and CCD according to assignment) will retrofit or develop customizations, reports, workflows and interfaces to the documented requirements. During the Rollout, application customizations' retrofitting will be completed as the first priority, to expedite functional user testing and to provide the data for the unit testing of custom reports and interfaces. Objects developed in version 8.8 of the ERP Software that are NOT retrofitted or carried forward, as described above, will be eliminated or deleted, so as to restore the code-set of the ERP Software to be closer to the delivered schema.
4. **Testing** -- Unit testing shall be conducted to validate that underlying customized objects, reports, workflows, conversions and interfaces are functioning as designed in the specification documents. The technical team will perform unit testing for customizations, reports, and interfaces. The functional team will assist with unit testing for complex customizations, reports, workflows, conversions and interfaces.

In the development stage described above (i.e., functional specification updating and creation), CCD will be required to provide approval of each updated or newly created functional specification document prior to the CCI developers proceeding with the retrofitting and development.

### **3. SYSTEM INTERFACES**

The current (version 8.8) interfaces for the CCD's PeopleSoft FSCM system will be retrofitted by CCI to the new version 9.1 of the PeopleSoft FSCM system, as required by design or schema changes in the new version 9.1 system. With respect to any given interface, if CCI validates that there are no changes that would impact the current interface code, it will not be retrofitted, but will be carried forward "as is" to the new version. It is anticipated that there will be no new interfaces created. If the estimates for development activities need to change based upon the mutually agreed upon detailed system design, the changes will be handled via the Change Order Process, with any such changes made based upon the reasonably expected effort required and the hourly rates applicable under this SOW.

### **4. REPORTS**



During the Rollout, CCI will review with the CCD all in-scope reports and trees generated by version 8.8 of the ERP Software. Reports generated by version 8.8 software will be categorized by CCD in each of the following respects: (i) priority; (ii) owner; (iii) recipients; (iv) frequency; and (v) purpose. During the Propel Methodology Phase II of the Rollout, CCI, with CCD's assistance and cooperation, shall map all reports delivered by the new version of the PeopleSoft FSCM system to the CCD's current reports (i.e., those generated by version 8.8 of the software) for determination of whether there is a replacement report for each current report. Reports delivered by the new version of the PeopleSoft FSCM system will be the primary baseline for future CCD reporting activities. CCI will utilize our SQR utility tool to facilitate SQR programming changes required as part of the Upgrade process.

## **5. CUSTOMIZATION**

During the Rollout, CCI will review with the CCD all current V8.8 PeopleSoft software customizations. Current customizations will be categorized by the CCD during the design phase in each of the following respects: (i) priority; (ii) owner; (iii) recipients; (iv) frequency; and (v) purpose. It is currently expected that approximately 70% of the current version (V8.8) customizations will be either carried forward as is or retrofitted to the new PeopleSoft software version, leaving approximately 30% of customizations to be retired by either new business process change, or new PeopleSoft delivered functionality. Final inventory and scope of retrofitted customizations will be mutually agreed upon by the Parties at the completion of the Propel Methodology Phase II – Analyze & Design.

## **6. SYSTEM WORKFLOWS**

CCI will, during the Rollout, review with the CCD all current workflows with respect to CCD's future needs and usage. During the Rollout, all current version (V8.8) workflows will be retrofitted based on a comparison to delivered workflows in the new PeopleSoft software version. CCI understands the City's desire to move their current workflow to the new Approval Framework tool where possible. If, during the Rollout, the Parties mutually agree to change the scope of workflow redevelopment from the scope currently contemplated hereunder, the change will be handled under the Project Change Order process.

## **4. DATA CONVERSION**

### **1. ROLLOUT 1**

It is assumed that no data conversions will be performed as part of this project.

## **5. TRAINING**

The CCD will be responsible for delivering end-user training sessions to its end-users; however, CCI will deliver train-the-trainer sessions to CCD's designated trainers and will develop training materials with CCD's project team members. During the Rollout, training will focus on familiarization with changed functionality in existing PeopleSoft FSCM modules.

Any training for CCD's project team from Oracle University will be arranged for, and procured separately from Oracle, by the CCD. CCI and the CCD will review end-user training estimates, and, if appropriate, adjust them, once the version 9.1 ERP Software assessment is complete and the full scope of the project is determined.

The specifics pertaining to classes for each module, the curriculum, class duration, and participants will be outlined in Propel Methodology Phase III. CCI will be responsible for developing the training materials for the end user training. CCI will deliver one (1) train the trainer session per software module included in the scope of the Upgrade effort (referenced in Section 1.4.1 of this SOW).

If needed, CCD will be responsible for verifying that end-user training complies with the Americans with Disabilities Act of 1990, as amended ("ADA"). CCI will work with the CCD as a contributor and advisor to verify ADA requirements are met. This means that CCI will not be responsible for ADA compliance with respect to CCD's facility; nor will CCI have primary responsibility for ADA compliance with respect to training materials / documentation and training delivery. This includes, but is not limited to, responsibility with respect to: (i) disabled classroom and bathroom access; (ii) Braille training and hard-copy documentation; (iii) Braille display or sight enhancement capabilities; and (iv) deaf or hard of hearing adaptation or assistive devices. (This paragraph only pertains to ADA compliance for end-user training. It does not pertain to ADA compliance with respect to implemented software accessibility.) The CCD will provide the necessary training facilities,

along with the required training scheduling tools, for end-user training and train-the-trainer training. Additionally, the CCD will be responsible for producing any printed training materials for the end users.

## • TEAM ROLES

The following section provides a description of the CCD's and CCI's anticipated project roles or positions, and the respective duties and responsibilities for each of these roles or positions. It is possible that one individual may fulfill multiple roles, as such roles are outlined based, based upon the skills and staffing availability at the CCD.

### 1. PROJECT TEAM DESCRIPTIONS

Role	Description
<b>Business Sponsor</b>	The CCD person acting as the business sponsor will be responsible for the oversight management of the project for CCD. The business sponsor will support the upgrade project by communicating the vision of the project within CCD and working to reduce barriers and risks. In addition, the business sponsor will act as liaison to CCD's key stakeholders, providing guidance and support to the project management team. This role will also facilitate interdepartmental collaboration and reviews and will review and, if acceptable, approve proposed Change Orders.
<b>Steering Committee</b>	The Steering Committee will be comprised of CCD's leaders who represent the primary constituencies within CCD affected by the project and who have the collective authority to make decisions on CCD's behalf with respect to changes to the project or to CCD's policies and procedures affected by the project. The Steering Committee is responsible for making decisions to expedite resolution of cross-agency issues. CCI's Engagement Director will also participate in the Steering Committee, as a non-voting member for issues related to CCD internal process change, issues resolution, or Change Order fee impacts. CCI's Engagement Director will vote on other project related issues which do not impact CCD from a cost/fee perspective.
<b>Project Team</b>	The Project Team includes CCD's and CCI's Functional Leads, Technical Leads, Training Specialists, Upgrade Specialists, Subject Matter Experts (SMEs), personnel in other roles listed below, and others who are assigned to the project. The CCD Project Manager is responsible for leading project activities to implement the ERP System.
<b>Project Managers</b>	CCD is responsible for managing the project and all underlying resources and has responsibility for project budget, the Project Plan, and CCD personnel, for resolving issues, and for achieving overall project success. They are also responsible for ensuring that the structure of the project and design of the ERP System reflects an integrated business process orientation. CCI Engagement Director will be responsible for managing the CCI personnel, and coordinating with the CCD Project Manager.
<b>Functional Leads</b>	<p>Functional Leads are the primary business process experts who are responsible for leading a specialized team in the design and implementation of the ERP System for a specific functional area. They will also assist with train-the-trainer training planning and support.</p> <p>CCI's Functional Leads will have significant PeopleSoft and public sector experience in their respective fields and experience in implementing the ERP System modules for public sector entities.</p> <p>CCD's Functional Leads will be CCD employees in each functional/business area who are knowledgeable of CCD's current business processes and policies and are familiar with CCD's legacy systems and older PeopleSoft application. They will be empowered to make decisions to organize and lead SMEs in design, testing, and training.</p>
<b>Subject Matter Experts (SMEs)</b>	SMEs are CCD project members with expertise in specific business processes at CCD, who are called on at various times during the project to review and redesign business processes, design prototypes, and test specific functionality. They typically also become end-user trainers.

<b>Role</b>	<b>Description</b>
<b>Training Specialists</b>	These specialists are responsible for developing the “End User Training Plan” Deliverable, the training schedule, and training materials. CCI’s Training Specialists shall conduct train-the-trainer training sessions. CCD’s Training Specialists will deliver training to CCD’s end users. CCD’s Training Specialists should have excellent verbal and written communication skills and familiarity with CCD’s key business processes in one or more targeted functional areas.
<b>Technical Leads</b>	The Technical Leads are responsible for formulating technical and infrastructure strategies for the project. They will lead the development, system administration, database management, and other technical activities. CCD’s Technical Lead will be a key technical manager with experience managing technical staff and systems. The CCI Technical Lead shall have Oracle system implementation expertise and experience with PeopleSoft PeopleTools and other development related applications.
<b>Technical Developers</b>	Technical Developers are the individuals responsible for developing technical specifications, programming modifications, and reports and interfaces; for mapping and converting data; and for prototyping and integrating ERP System modules and components.
<b>DBA / Sys Admin</b>	CCD will provide the database administrators (“DBAs”) and the system administrator (or “Sys Admin”) to administer CCD’s PeopleSoft environments for the upgrade and implementation project, as needed.
<b>Upgrade Specialists</b>	CCI will provide the Upgrade Specialists (or Upgraders) who will execute the upgrade scripts that will help process the test moves and testing cycles. The SOW responsibilities for the CCI Upgrade Specialist will be governed under separate SOW from this document.
<b>Security / Controls Lead</b>	The CCD Security / Controls lead will focus on CCD’s security needs (e.g., security matrix, roles, and workflow) and controls around roles and processes. The controls will help provide outlines to help identify any conflicts with regard to the ERP System. CCI will provide a Security resource to assist with the establishment of a Security Design for the new PeopleSoft version, in conjunction with the CCD Security Lead.

## **2. COMBINED PROJECT TEAM ORG CHART**

### **1. FSCM UPGRADE TEAM**



## • PROJECT RESOURCES

### 1. RESOURCES

During this project, CCI and CCD will each provide dedicated personnel who will work collectively as a team to make this project a success. CCD will provide an individual to serve as the “lead” for each module of the ERP Software, as noted in Section 2, Team Roles, above.

CCI personnel will typically work a four (4) day, forty (40) hour work week, Monday through Thursday. This anticipated schedule will appropriately change depending on the needs of the project. There also may be times when CCI’s personnel will work remotely when the need for team interaction (or any other need to be present at CCD’s site) is at a minimum. For example, work that may warrant Services being provided from remote locations within the United States includes, but is not limited to: development work, documentation work (training / testing), and limited consulting services over holidays or during short weeks (due to CCD Holidays). All remote work must be approved by CCD’s Project Manager, prior to the work being performed. Personnel with different skill-sets will become involved in the project as dictated by the agreed upon project schedule. CCI anticipates planning efforts will begin on the SOW Effective Date, requiring both CCI’s Engagement Director and CCD’s Project Managers to be available at that time.

### 2. CCI PERSONNEL

The roles of the personnel that CCI shall assign to this project, and their respective areas of responsibility, will be as set forth below for each different Rollout. Lead personnel will be designed in the table below. CCI will provide one functional personnel through testing to help coordinate and manage the testing cycles. CCI and CCD will mutually agree on the resource that will remain in this role prior to the end of Phase II.

CCI Resources

CCI Role	FIN Area of Responsibility
<b>Engagement Director</b>	Engagement Management and Oversight, Quality Assurance
<b>Financials Lead</b>	GL, Commitment Control, AM (Lead)
<b>Financials Consultant 1</b>	Projects, Grants
<b>Financials Consultant 2</b>	AP, PO
<b>Technical Lead</b>	Technical Management & Development
<b>Technical Consultant 1</b>	Development & Testing Support
<b>Technical Consultant 2</b>	Development & Testing Support

### 3. CCD PERSONNEL

The roles of the personnel that CCD will assign to this project and their respective areas of responsibility, estimated percentages of working time that they will devote to the project, and phases of the project in which they will contribute to the project, are as estimated below.

#### 1. CCD RESOURCES

CCD Role	Area of Responsibility	Key Phases Roles will be needed
<b>Project Manager</b>	Project Management	I, II, III, IV, V
<b>Functional Lead</b>	Controllers SME 1	I, II, III, IV, V
<b>Functional Lead</b>	Controllers SME 2	I, II, III, IV, V
	Controllers SME 3	I, II, III, IV, V
<b>Functional Lead</b>	Purchasing SME 1	I, II, III, IV, V
<b>Functional Lead</b>	Purchasing SME 2	I, II, III, IV, V
<b>Systems Analyst</b>	IT Systems Analyst	I, II, III, IV, V
<b>Systems Analyst</b>	IT Systems Analyst	I, II, III, IV, V

<b>CCD Role</b>	<b>Area of Responsibility</b>	<b>Key Phases Roles will be needed</b>
<b>Systems Analyst</b>	IT Systems Analyst (.50% FTE)	I, II, III, IV, V
<b>Technical Lead</b>	Tech Lead - Technical Mgmt & technical tasks	I, II, III, IV, V
<b>Developer(s)</b>	1 Developers - interfaces, modifications, workflow, reports	III, IV, V
<b>PeopleSoft Administrator</b>	Manage the PeopleSoft Instances	III, IV, V
<b>DBA</b>	Manage the PeopleSoft Databases	II, III, IV, V
<b>Subject Matter Experts</b>	As Needed	II, IV

## ● PROJECT APPROACH

### 1. PROJECT APPROACH

In the project Rollout, CCI will upgrade, as applicable, of the PeopleSoft applications that match what CCD currently has in production today in PeopleSoft. The figure below outlines the Rollout process and phasing to be used in the project, along with the scheduled timeframes.



#### 1. ROLLOUT– PEOPLESOFT FSCM UPGRADE

The Rollout will focus on the upgrade of PeopleSoft Financial Supply Chain Management (FSCM) modules. This will focus on the upgrade of functional business areas. The Rollout is planned to last for nine (9) months. No onsite post-upgrade support will be provided by CCI. For Contract Purposes, the project will begin January 9, 2012. The CCD's Go Live Cutover on PeopleSoft FSCM will occur approximately September 10, 2012.

### 2. PROJECT METHODOLOGY OVERVIEW - PROPEL

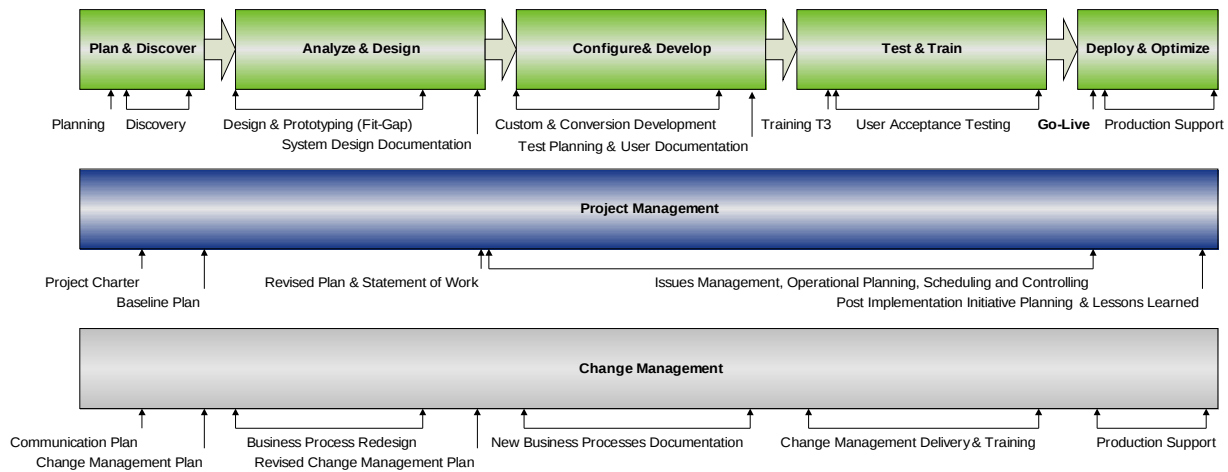
CCI will utilize the “Propel” methodology as the project methodology for all upgrade activities to be conducted under this SOW. Propel project phases will respectively include the following high-level project activities to be completed by the CCI/CCD project team. Each project Rollout will follow this five-phase methodology during its execution. The five Propel phases are described below:

1. Phase I Plan & Discover – The Plan & Discover phase shall be specific to gathering and validating information required to determine CCD's business, application, and technology needs. The Plan & Discover phase will lay the foundation for the upgrade and implementation by outlining project standards, strategies, and plans, in addition to defining and fine-tuning the project scope, timeline, and resource requirements. During this period, information will be gathered about CCD's current business processes and the configuration of CCD's current applications.
2. Phase II Analyze & Design – The Analyze & Design phase will include the Fit/Gap related activities associated with reviewing the information gathered from Phase I with the new version of PeopleSoft. Additionally, customizations, reports, interfaces, and conversion programs will be designed and Functional Specifications updated/created as needed during this phase.
3. Phase III Configure & Develop – The Configure & Develop phase will address the functional and technical aspects of the upgrade, including creation of training documentation, test plans and scripts, customizations, interfaces, and reports.
4. Phase IV Test & Train – The Test & Train phase will validate that the system and users are prepared to go live. Project documentation will be finalized and the system will be deployed to the CCD's user community.
5. Phase V Deploy and Optimize - The Deploy and Optimize phase will validate that the system is in production and will provide a period of time for system stabilization.

The diagram below outlines the linear progression, phases, and integration of the CCI Propel Methodology:



## CEDARCRESTONE PROPEL METHODOLOGY



### 3. PROPEL PHASE I – PLAN AND DISCOVER

The Plan and Discover Phase will be used to define and fine-tune the project scope, timeline, and resource requirements. This phase will include up-front, project-level planning, defining the delivery strategy, and development of the project plan and related management plans as well as identify the current configuration, business processes, and major customization areas. Through a series of interviews and meetings during Phase I, CCI will guide CCD through the following closely related activities, each as further described below:

1. Assist in preparing for the Project / Project Orientation;
2. Perform Requirements Gathering / Document Findings / current Business Process Overview;
3. Develop Scope Definition and Confirmation Report;
4. Develop the Baseline Project Plan; and
5. Prepare for Phase II and Fit/Gap Sessions.
  1. **Prepare for the Project/Project Orientation:** The project team will review the SOW, budget, timeline, deliverables, project organization, staffing and communications. Project standards, templates, controls and status reporting meetings/criteria will be created. The project team will finalize session agendas and schedules for the discovery sessions, conduct a business process overview and develop a preliminary project plan.
  2. **Perform Requirements Gathering / Document Findings / current Business Process Overview:** CCI will conduct a series of meetings with CCD's Subject Matter Experts (SMEs) to review the detailed CCD business requirements. The discovery function, as outlined in CCI's Propel methodology, will provide a first look at CCD's current business function. To accomplish this, CCI consultants will inventory CCD's current business processes and events at a high level. The discovery shall be conducted by CCI to gather the needed understanding of CCD's business requirements and how these are being met with CCD's current applications.
  3. **Develop Discovery Findings:** CCI will develop a Discovery Findings document that will identify the inventory of current functional business

processes, V8.8 major customizations, CCD business users / owners, and areas of desired enhancement.

**4. Develop the Baseline Project Plan: The baseline Project Plan that CCD shall develop shall include the following (each, a Deliverable):**

6. Issue Management Plan;
7. Risk Management Plan, and;
8. Project Schedule

**1. Prepare for Phase II and Interactive Design & Prototyping Sessions: In preparation for the Analyze & Design phase, PeopleSoft functionality topics to be discussed will be selected, business processes identified, participants confirmed, and the Fit/Gap calendar will be started. This preparation will enable the identification of the appropriate people to attend each Fit/Gap session to successfully design the PeopleSoft system.**

**2. PHASE I CCI RESPONSIBILITIES.**

In this phase, CCI shall:

1. Participate in the Project Orientation and other planning meetings;
2. Align CCI's project team members with CCD's team members;
3. Lead current requirements and configuration Discovery sessions and the business process overview session; and
4. Facilitate the scope definition and confirmation process and prepare the ""Discovery Findings Report";

**3. PHASE I CCD RESPONSIBILITIES.**

In this phase, CCD will:

1. Schedule and facilitate the Project Orientation and other planning meetings;
2. Align CCD's project team members with CCI's team members;
3. Review current requirements and configuration discovery and business process overview findings;
4. Define CCD's key business process requirements during discovery;
5. Create baseline Project Plan and schedule. This entails creating task-level plans, target dates and specific resource assignments. The more immediate phases of the project will be more specifically detailed. As the project progresses, subsequent phases will be described in increasing levels of detail; and
6. Identify and confirm project stakeholders within CCD, and elicit their needs, expectations, and constraints for all project life cycle stages

**4. PROPEL PHASE II - ANALYSIS & DESIGN**

Phase II activities will build from the Phase I tasks. Key outcomes of Phase II will be the identification of the mission-critical gaps: current processes / reports/ customizations that may be eliminated or adjusted from the current system to the new, creation of Functional Specifications for all customizations (including interfaces, reports, and workflow) that have been approved for development, preparation and planning for all technical aspects of the project, and accelerated knowledge transfer.

There will be five major activities in Phase II

1. Business Process Review;
2. Fit/Gap;

3. Security Planning / Fit/Gap
4. Technical Planning; and
5. Detailed Project Work Plan Development.

1. **Business Process Review:** CCI will inventory the CCD's current business processes and make an assessment of current "fit" of the applications being upgraded. A comparative analysis will be completed by CCI of PeopleSoft's version 9.1 delivered functionality and CCD's current applications, as well as CCD's business requirements. CCD's knowledge of internal business processes and legacy systems will be coupled with CCI's business experience and PeopleSoft application knowledge to map the CCD's "to be" business processes to the PeopleSoft applications. The project team will analyze the gaps in detail and explore resolution alternatives, with a focus on keeping things as "vanilla" (i.e., with as few customizations) as possible.
2. **Fit/Gap:** To execute this activity area, the CCI Functional Leads will facilitate interactive sessions with the CCD's knowledge area resources by being "hands on" with the new PeopleSoft version in a "vanilla" configuration. This activity will compare CCD's desired business processes, as identified during Discovery, with the PeopleSoft functionality available in the New Release, in a business process driven format. The team will compare the New Release processes and functions with CCD's requirements and determine the "fit".

- Based on the results of the detailed Fit/Gap analysis, CCI and CCD will co-design and update CCD's key business processes that will be integrated into the New Release of the PeopleSoft ERP Software. During these sessions, participants will delve into the details of the business processes, further refining and documenting business process roles and work flows, communications, inputs, transactions, outputs, and supporting technology. The team will examine in detail the gaps between the delivered ERP Software functionality and CCD's desired business process outcomes and explore potential solutions. In these sessions, CCI will identify the recommended solution to gaps, which solutions will combine the best use of the ERP Software with the most effective and efficient business process designs.

1. **Security Planning / Fit/Gap:** CCI will provide a resource to perform a Security Fit/Gap and design of security requirements of CCD for the FSCM 9.1 environment. This will include the Security Schema design for CCD, and the known user roles and access levels.
2. **Technical Inventory:** As part of Phase II, CCI will develop the "Preliminary Technical Inventory," which shall consist of (i) an Interface Inventory, (ii) Customization Inventory, (iii) Workflow Inventory, and (iv) Reporting Inventory. This will be included in the Fit/Gap Findings deliverable.
3. **Detailed Project Work Plan Development:** The baseline Project Plan developed in Phase I will be expanded into a "Detailed Project Work Plan." The Detailed Project Work Plan will describe in detail the work breakdown structure, will provide the schedule of tasks and priorities, and will assign the project resources to meet the Critical Milestones established in Phase I. The Detailed Project Work Plan will serve as the primary project management tool for the remainder of the project. In collaboration with the CCD's Project Manager, CCI shall resolve or escalate issues for resolution through the issue resolution process described in Section Issue Resolution Process. Adjustments to the Detailed Project Work Plan will be made as needed, with the authorization of each Party's Project Manager.

## **2. PHASE II CCI RESPONSIBILITIES:**

In this phase, CCI shall:

1. Identify for CCD the types of CCD's personnel who are required for participation in all fit/gap sessions;
2. Conduct the Fit/Gap sessions; Lead design of prototypes;
3. Identify business process improvement areas, make recommendations to CCD for 'best practice' use of delivered PeopleSoft functionality, and identify areas where CCD may retire current customizations;
4. Prepare the "Fit/Gap Findings Report" and System Design Deliverables and submit it to CCD for review;
5. CCI will update any element being retrofitted and update Functional Specifications;
6. Document customization, report, workflow and interface inventories for development needs;
7. Materially contribute to development of technical plans

## **3. PHASE II CCD RESPONSIBILITIES:**

In this phase, CCD will:

1. Provide appropriate personnel, as further described elsewhere in this SOW, to support all phases and releases of the ERP System for the term of this SOW;
2. Provide SMEs that can efficiently and accurately document/describe CCD's current "as is" processes, across all departments within CCD;
3. Participate in Fit/Gap sessions and contribute to the design of the prototypes;
4. Assist in the review of CCD's business processes as part of the fit/gap analysis for the in-scope business processes. CCD will take primary responsibility for making decisions regarding the areas of its business processes that may need to change and in determining whether there is a need for modifications to CCD's existing systems;
5. Coordinate fit/gap involvement of CCD's subject matter experts;
6. Contribute to creation of Fit/Gap Analysis Report Deliverable;
7. Identify CCD's report and interface requirements;
8. Assist in the development of the preliminary End-user Training Plan;
9. Describe CCD's reporting requirements;
10. Assist in the development of report definitions;
11. Identify existing training resources, the training delivery structure to be used hereunder, and training facilities;
12. Contribute to development of technical plans;
13. Design and implement all changes to CCD's legacy systems and CCD's current PeopleSoft version 8.8 system. Identify reasonable, approved "workarounds" that will help limit the number of modifications required to support business processes; and
14. Review and approve the Functional Specifications

15. From the baseline Project Plan created in Phase I, create a detailed Work Plan itemizing the remaining tasks to be completed, including all development, testing, and training related tasks.

## **2. PROPEL PHASE III - CONFIGURE & DEVELOP**

Once the business requirements have been confirmed and documented, the project team will transition into configuration and development activities. During Phase III, functional team personnel will finalize the Functional Specifications for items being retrofitted. They will also begin making the configuration changes to version 9.1 of the ERP Software that will be captured during the Fit/Gap sessions conducted during Phase II, to support changes in CCD's business processes and requirements. Once the base configuration changes have been successfully made to the development version 9.1 ERP System, the functional team will transition to creating training and system test documentation. This will include updating training manuals, as well as the development of test plans and the updating of test scripts. Technical personnel will begin the tasks associated with updating the technical specifications, developing code, and unit testing for any development item to be retrofitted. Upon completion of this phase, CCI will deliver to CCD a "test ready" system and the supporting documentation to carry forward into Phase IV.

There are six major activities that shall take place in Phase III, each as further described below:

1. Configuration;
  2. Security Planning and Setup;
  3. Development;
  4. Unit Testing;
  5. System Test Planning;
  6. Creation of End User Training Plan, User / Training Documentation
1. **Configuration:** CCD and CCI will make any configuration changes to the new version of the PeopleSoft ERP Software, as identified during the fit/gap activities conducted in Phase II. CCI will prepare a Configuration Report, identifying the 9.1 table configuration and use screenshots etc.
  2. **Security Setup:** CCD's security administrator with assistance from CCI will implement the preliminary "Security Schema" for version 9.1 of the FSCM system, as such schema is documented during Phase II. The CCI team will provide consultation and templates to CCD for this effort, as needed. The preliminary Security Schema will include data access roles and permissions needed for unit testing.
  3. **Development:** The CCI and CCD technical teams will focus on the retrofitting of required customizations, workflow, reports, and interfaces identified in the fit/gap analysis. This will include updating the required functional and technical specifications and developing the applicable customizations, workflows, reports and interfaces, as described below.
  7. **Update Functional Specifications:** Although most Functional Specifications will have begun to be developed or updated in Phase II, these activities, along with other aspects of configuration and project planning, will be continued in Phase III, as business processes are further unit tested and refined. CCI shall make final changes and add the necessary details to update the Functional Specifications for all retrofitted development items.
  8. **Update Technical Specifications:** CCI's and CCD's technical team members will review the updated Functional Specifications and update the corresponding

technical specifications as needed. These specifications shall be used to validate that the developed customizations, workflows, custom reports, and custom interfaces are appropriately designed.

9. **Develop Customizations, Workflows, Reports and Interfaces:** Using the updated technical specifications, the CCI and CCD technical teams will code the required customizations, modifications, reports, and interfaces for the new version of the PeopleSoft ERP Software. The customizations and modifications will be completed first (i.e., before the reports and interfaces) in order to expedite testing by SMEs and to provide the data for unit testing of custom reports and interfaces.
  1. **Unit Testing:** Unit testing will be executed on the various components of the new ERP System as it is configured. As each development item is completed, developers will conduct the unit testing of it to ensure it is functioning as designed. Assistance may be provided by functional staff to confirm the results of unit testing, if the development team so requests. Each component will undergo unit testing in preparation for full system testing that will be conducted in Phase IV.
  2. **System Test Planning:** CCI will lead and prepare, with involvement from CCD, the “Detailed System Test Plan” Deliverable, which will include testing requirements, objectives, schedules, test scenarios, and test scripts. The Detailed System Test Plan will identify the type(s) and levels of testing that are required, and shall be conducted, to comply with CCD’s requirements and to verify the ERP System’s functionality. The Detailed System Test Plan will also include a schedule for the testing. Test scenarios will be included to provide an inventory of the processes to be tested. Test cases will also be included and shall use the actual CCD test data that will be entered into the ERP System during unit testing. CCI and CCD will leverage the existing CCD test scripts.
  3. **End User Training Plan / End User Training Documentation:** CCI will finalize the End User Training Plan. The End User Training Plan will contain descriptions of the objectives of each training course, the process for developing the training materials, timing for development of the training materials, dependencies and considerations for the development of the training materials, and templates or examples of training materials. The project team will develop simple step-by-step procedural guides that focus on how end users shall use the ERP System to perform their respective job-related tasks, focused upon the changes associated with the new version of FSCM. CCI shall appropriately leverage CCD’s existing training documentation where possible. Where documentation needs to be created, CCI shall use its tools and templates to create these Deliverables. Oracle’s UPK tool is not in scope for the Upgrade project.

## **2. PHASE III CCI RESPONSIBILITIES:**

In this phase, CCI shall:

1. With assistance from CCD, update the ERP System configuration
2. Create Configuration Report outlining the 9.1 system configuration and table usage;
3. Finalize the Functional Specifications for Retrofitted Items;
4. With CCD technical staff, update the technical specifications for the ERP System;

5. With CCD technical staff, develop the approved customizations, modifications, interfaces, reports, etc.
6. Conduct unit testing for the customizations, modifications, reports and interfaces;
7. Assist CCD Security Administrator with the design of the Security Schema;
8. Lead the development of the Detailed System Test Plan and update CCD test scenarios and scripts where needed;
9. Finalize the End User Training Plan;
10. Update the instructor content for the train-the-trainer courses; and
- 11.

### **3. PHASE III CCD RESPONSIBILITIES:**

In this phase, CCD will:

1. Update the ERP System configuration with the assistance of CCI;
2. Assist with the updating of the training documentation content;
3. Assist with the updating of the technical specifications for the ERP System;
4. Assist in the development of the approved customizations, modifications, interfaces, reports, etc.
5. Assist with the Detailed System Test Plan;
6. Assist with the unit testing for customizations, modifications, reports and interfaces;
7. Complete the update of the Security Schema; and
8. Assist with the development of the instructor content for the train-the-trainer courses.

### **3. PROPEL PHASE IV – TEST & TRAIN**

Phase IV will transition the project and the ERP System into the validation and preparation stages for going live in CCD's production environment. The "test ready" system delivered at the conclusion of Phase III will be subjected to a series of tests designed to validate that the data that has been loaded into the system, the business processes, and the retrofitted development items are all functioning according to specifications. Preparation for go-live will be executed using, and thorough system testing and training of end-users conducted on, the new version of the PeopleSoft ERP Software.

There are five major activities that shall be conducted in Phase IV:

1. Upgrade Validation;
2. Testing;
3. Train the Trainer
4. Training; and
5. Go-live Planning.

1. **Upgrade Validation:** Additional Test Moves to Production to will be executed to validate that the upgrade process and data conversion programs are accurate and complete. A cutoff point after which no further changes shall be made will be identified by mutual agreement of the Parties and adhered to. No data structure changes will be allowed in CCD's legacy system after the agreed-to cutoff date, so that the upgrade to the new ERP System is conducted in a stable environment.

**2. Testing: The following testing is included in the in-scope work to be performed hereunder.**

6. CCI and CCD will establish a test plan that will validate data, business rules, and known business processes for the new ERP System in Phase III. CCI will provide a resource to act as Test Manager for the execution of the testing cycles/phases. For the PeopleSoft modules within the scope of the new ERP System, CCD shall conduct system testing, using upgraded data and appropriately addressing each of the following areas:
  2. Retrofitted customizations;
  3. Testing interfaces retrofitted;
  4. Testing any developed / retrofitted reports; and
  5. Updating for user acceptance testing any gaps that are identified for resolution as part of system testing.
1. **System and Integration Testing:** System testing shall be conducted that involves the functional and technical testing of each major ERP System module, while integration testing shall focus on testing processes that involve multiple ERP System modules or other systems. Appropriate system and integration testing shall be conducted to verify that all applicable business processes are tested and that data flows appropriately from one business process into the next, as expected and designed. This testing shall validate that the System and the test documents are ready for acceptance testing.
2. **User Acceptance Testing:** CCD will define the appropriate criteria for acceptance of the ERP System. During user Acceptance Testing, CCD's Functional Leads and SMEs will execute application functions in the ERP System related to their respective business processes. User Acceptance Testing will confirm that the ERP System meets CCD's business requirements and that CCD's users are able to use the system as designed, and will verify that the business processes for the ERP System are appropriately integrated, complete, well understood, and appropriately documented. CCI will act as Test Manager, managing the test cycles, script execution, and tracking of Test Results.
3. **Evaluate Results and Conduct Additional Tests:** During each test cycle, actual test results will be compared with expected results. All test results will be documented by the tester. CCI will document the results for system and integration testing. CCD will document the results for user acceptance testing. Discrepancies between expected results and actual results of test scripts will be documented through "SIRs" (i.e., "System Incident Reports"). SIRs will be managed by the project management team. Functional and technical updates to the ERP System may be required to resolve a particular SIR. As issues are resolved, additional testing will be completed to validate that the issue has been resolved. Testing shall continue until all SIRs are appropriately resolved.
  1. **Train-the-Trainer Sessions:** CCI shall lead one (1) train the trainer session per functional module included in the Scope of the Upgrade. CCI shall train CCD's designated trainers during the Train the Trainer sessions sufficiently that the CCD trainers will be able to execute remaining end-user training sessions. This will include updating any training materials as needed from feedback gathered during the Train the Trainer sessions.
  2. **Training**



4. **CCD shall conduct Training Sessions:** CCD will conduct end-user training sessions, leverage the Train the Trainer sessions and the Training Materials created by CCI during Phase III. CCI will not participate in end-user training classes.
  1. **Go-Live Planning:** The CCD Project Manager and project team will create a detailed “Cutover Plan,” which will include a “Go-Live Checklist” identifying the proper sequence of tasks necessary for a successful go-live. The Cutover Plan will be used to execute the final go-live cutover to the new, production ERP System.

## **2. PHASE IV CCI RESPONSIBILITIES:**

In this phase, CCI shall:

1. Schedule, coordinate, and monitor the execution of all testing related activities; and
2. Assist with Cutover Plan development;
3. Schedule and coordinate user acceptance testing;
4. Conduct train-the-trainer sessions

## **3. PHASE IV CCD RESPONSIBILITIES:**

In this phase, CCD will:

1. Help plan and monitor all testing activities and testing processes;
2. Assist with the execution of system testing and integration testing;
3. Help schedule, coordinate, and execute user acceptance testing;
4. Lead the efforts with technical troubleshooting of issues identified in system testing and user acceptance testing;
5. Provide SMEs to participate in the user acceptance testing of the ERP System;
6. Deliver end-user training;
7. Create the Cutover Plan;
8. Coordinate with all third-party organizations with which CCD has a relationship and that may be required to be included in the testing activities;
9. Execute the legacy portion of all end-to-end tests (if applicable) that are required to be conducted during testing activities, and validate the results of such tests;
10. Identify CCD’s trainers that will be responsible for providing training to end-users in the identified CCD business areas; and
11. Arrange for secure training locations, schedule training sessions, identify, register and notify end users of the training, and arrange the logistics for the training sessions. Training will be conducted at CCD’s designated site.

## **4. PROPEL PHASE V - DEPLOY & OPTIMIZE**

The three (3) major activities to be conducted in this final phase shall be as follows:

1. Planning and Preparation for Production Cutover;
2. Cutover to Production; and
3. Production Support Services.
  1. **Planning and Preparation for Production Cutover:**
    4. **Conduct a “Go-Live Readiness Assessment”:** CCD’s Project Manager will conduct an assessment to determine the readiness of the ERP System for Go

Live Cutover and will determine the appropriate time to begin this final phase of the project. The CCD Project Manager will review this decision with the Executive Sponsor and Steering Committee, who are responsible for final approval of whether to proceed with Go-Live Cutover.

5. **Prepare a Finalized Cutover Plan:** CCD's Project Manager will create a "Finalized Cutover Plan." The Finalized Cutover Plan will include the "Go-live Checklist" for the final cutover to production. Any dependencies and task assignments will be identified in the plan, and the plan will include an estimated time for each task to be conducted in the cutover. The Go-live Checklist shall be a detailed listing of the remaining critical items to be completed and issues to be resolved before the cutover to the new production ERP System. The CCI Technical Upgrader will assist in this task with those activities related to the Technical Upgrade.

1. **Cutover to Production:** There will be no CCI onsite consulting activities during the Cutover to Production. All Cutover support will be delivered by the Technical Upgrader, who will be onsite to support the final Move to Production.

2. **Production Support Services:** Post-production support services from CCI are not included in the scope of work to be performed by CCI hereunder.

## 2. PHASE V CCI RESPONSIBILITIES:

In this phase, CCI shall:

1. No CCI Consulting (Functional or Technical Development) activities will be delivered during Phase V.
2. The Final Move to Production to the production environment will be delivered by the Technical Upgrader from the CedarCrestone Remote Team onsite.

## 3. PHASE V CCD RESPONSIBILITIES

1. Participate in the readiness assessment of the ERP System for Go Live Cutover;
2. Create and review the Finalized Cutover Plan and the associated contingencies;
3. Create the production environment for the ERP System;
4. Assist with the Go Live Cutover to the production environment;
5. Create and execute CCD-wide communications regarding the Go Live Cutover;
6. Conduct follow-up training, if applicable;
7. Assure that CCD's help desk and other end user support services are available to CCD's end users;
8. Manage the production environment for the ERP System; and
9. Support the production environment for the ERP System.

## 5. DELIVERABLES / KEY MILESTONES

The following table lists the catalog of Deliverables / Key Milestones to be produced during the Rollout. The Key Milestones that are associated with Payment, upon acceptance by CCD, are listed in Section 9 of the SOW.

DELIVERABLES	DESCRIPTION
PHASE I - PLAN & DISCOVER	

DELIVERABLES	DESCRIPTION
Discovery Findings	The CCI functional team will conduct a Discovery of the current state of the CCD FSCM application. The Discovery Findings is a summary of the key business processes and customization areas in the current PeopleSoft environment.
<b>PHASE II - ANALYZE &amp; DESIGN</b>	
Fit/Gap Plan & Session Calendar	A Fit/Gap session calendar by business process area will be created to support the execution of the Fit/Gap sessions.
Fit/Gap Findings	A more detailed listing of the results of Fit/Gap. The Fit/Gap findings will discuss major business processes and proposed changes, new functionality available in PS 9.1, new gap solution recommendations, and post-upgrade initiative recommendations.
System & Configuration Design	The System & Configuration Design document will contain the recommended system configuration change recommendations (per module), customization disposition (upgrade/retain, retrofit, re-apply, or drop), interface inventory and changes, and report inventory.
Security Plan & Matrix	The Security Plan & Matrix will outline the recommended Security configuration changes CCD should apply to the 9.1 environment. It will contain the initial security matrix of roles and access levels required.
<b>PHASE III - CONFIGURE &amp; DEVELOP</b>	
Configuration Document	A document itemizing the system configuration of the PeopleSoft 9.1 environment will be created. The document will list the control tables being used by CCD, and the functional configuration such to provide a basis for understanding how PeopleSoft has been set up and screenshots.
Updated Functional Specifications	CCI will update CCD's existing functional specifications for any development item requiring Retrofitting. Any items being carried forward "as is", or any new development are not included in this.
Test Plan Matrices, Scenarios and Scripts	The Test Plan will focus on the Testing stage and phases, and the controls and parameters for test execution. Test Matrices outlining the script types and functional testing required will be built as outlined by the Test Plan. Test scenarios and scripts will be leveraged from CCD where possible and new documentation for scripts or scenarios that are new will be created.
Technical Specs (Assigned Development)	From the Custom inventory, a tracking spreadsheet will be created listing the items to be retrofitted. From that list, CCI Technical resources will be assigned items to retrofit. CCI Technical resources will complete the update of Technical Specifications for which they are assigned retrofitting. CCI will work up to 200 hours to complete the Technical Specs.
Training Plan & Materials	CCI Functional team will complete a Training Plan & Materials to support the Train the Trainer and End-User sessions for CCD.
Workflow Design	The CCI Workflow resource will complete the redesign of assigned workflow, and create updated Workflow design mapping documentation. CCI will work up to 80 hours to complete the Workflow Design.
Code/Unit Test (Assigned Development)	CCI Technical resources will complete the retrofitted coding and unit test of assigned retrofit and development items as assigned. CCI will work up to 560 hours to complete the Code/Unit Test (Assigned Development).
Code/Unit Test (Assigned)	The CCI Workflow resource will complete the code / unit testing of

DELIVERABLES	DESCRIPTION
Workflow)	redesigned workflow as assigned. CCI will work up to 200 hours to complete the Code/Unit Test (Assigned Workflow).
Pilot Training Delivery	CCI Functional resources will deliver 'Train the Trainer' pilot training sessions. These sessions will enable CCD to deliver the remainder of the training sessions to their end users.
<b>PHASE IV - TEST &amp; TRAIN</b>	
Test Coordination and Support	A CCI resource will remain on the project assigned to manage the Testing Efforts and provide support throughout this phase.
<b>PHASE V - DEPLOY &amp; OPTIMIZE</b>	
	(No Deliverables in this stage for the onsite team).

## ● **PROJECT GOVERNANCE AND MANAGEMENT PROCEDURES**

The following section addresses project governance and project management procedures that shall be used with respect to this SOW and the implementation and upgrade projects to be conducted hereunder.

### **1. PROJECT MANAGEMENT RESPONSIBILITIES**

CCD will own project management responsibilities for the Upgrade project. The CCI Engagement Manager will coordinate activities with the CCD Project Manager, validate assigned tasks in the project plan, and manage the CCI resources accordingly. CCD will be responsible for manage the project plan, scope, and schedule.

### **2. DECISION / ESCALATION RESOLUTION PROCESS**

The CCI and CCD project team members will be faced with making many decisions through the course of the project. CCD, as the project owner, will be responsible for making decisions that impact CCD's business processes, procedures, and policies, or the interpretations of legislative or administrative mandates that affect CCD. Decisions which impact the scope of the project as described in this SOW will be mutually agreed upon by CCI and CCD. In the event that CCD and CCI have differing interpretations regarding the designation of any event, requirement, measurement, or Deliverable as being subject to a change to this SOW, the parties shall use the following escalation procedure to resolve the dispute:

1. The issue in dispute shall be forwarded, in writing, to the CCD Project Manager. Within two (2) Work Days after CCD's Project Manager has been notified in writing of the issue, CCD's Project Manager and CCI's Engagement Director will convene and make a good faith effort to settle the dispute.
2. In the event the dispute is not resolved as set forth above within two (2) Work Days after CCD's Project Manager has been notified in writing of the issue, as described above, the dispute shall be forwarded, in writing, to CCI's Engagement Director and CCD's applicable business sponsor. Such executives shall meet at CCD's facilities and make a good faith attempt to settle the dispute within two (2) Work Days after receipt of the written notice.
3. Should the issue not be resolved by CCI's Engagement Director and CCD's applicable business sponsor within two (2) Work Days after their receipt of written notice of the dispute, it will be escalated, in writing (or via email) to CCI's Vice President of Implementation Services and CCD's applicable project executive (of at least a managing director level) who is not involved on a day to day basis with the project. Such executives shall meet at CCD's facilities and attempt to settle the dispute within five (5) Work Days after their receipt of the written notice.

### **3. DELIVERABLE ACCEPTANCE PROCESSES**

CCI shall, on an ongoing basis, consult with CCD's appropriate personnel with regard to intermediate versions of Work Product and Deliverables, and collaborate with CCD's appropriate personnel on key design decisions relating to the project. Final Deliverables will be submitted by CCI for approval to CCD's Project Manager and the applicable Functional Leads. Similarly, CCI shall notify CCD's Project Manager and executive sponsors when Key Milestones (which may involve the completion of specified Deliverables) are ready to be submitted for Acceptance. Upon CCD's Acceptance, as defined in the Agreement, of any given Key Milestone that are Payment Deliverables and Services associated therewith, CCI shall submit an invoice to CCD in accordance with the provisions of the Agreement and the milestone payment schedule contained in Section 9 of this SOW.

#### **5.3.1 DELIVERABLE APPROVAL:**

CCD will either approve or reject deliverables. Deliverables will be considered approved when authorized signatures are affixed by both CCD and CCI to the Deliverable Approval Form. The Project Management

team will determine, based upon the significance of the deliverable, the level of signature required. If a deliverable is rejected, specific reasons will be stated and both CCD and CCI will work expeditiously to revise the deliverable. If after three (3) iterations of the Deliverable having been submitted for approval, and rejected, it will be escalated via the Decision Resolution Process outlined in Section 5.2 of this SOW.

CCD will have five (5) business days to review and take action on submitted final deliverables. If CCD does not approve the deliverable, they must provide in writing to CCI the deficiencies in the deliverable. CCI will then have three (3) business days to take corrective action on the deliverable and resubmit to CCD for approval. If CCI disputes the deficiency with the work deliverable, they will escalate this to the project management team for additional action, following the escalation policy. If CCD does not take any action on submitted deliverables after a period of five (5) working days, CCI will escalate the situation via the Decision Resolution Process outlined in Section 5.2 of this SOW.

#### **5.3.2 KEY MILESTONE ACCEPTANCE:**

CCI will generate Key Milestone payment requests for all Key Milestones as outlined in the Payment Section 9 of this SOW.

CCD will either accept or reject Key Milestone payment requests. Key Milestones will be considered accepted when authorized signatures are affixed by both CCD and CCI to the Key Milestone Acceptance Form. Key Milestones will require formal acceptance by the CCD Project Manager and/or Executive Sponsor. If a Key Milestone is rejected, specific reasons will be stated and both CCD and CCI will work expeditiously to address the deficiencies or dispute. If after three (3) iterations of the Key Milestone having been submitted for approval, and rejected by CCD, it will be escalated via the Decision Resolution Process outlined in Section 5.2 of this SOW.

CCD will have five (5) business days to review and take action on submitted final Key Milestone payment requests. If CCD does not accept the Key Milestone, they must provide in writing to CCI the deficiencies in the Key Milestone. CCI will then have five (5) business days to take corrective action on the Key Milestone and resubmit to CCD for approval. If CCI disputes the deficiency with the Key Milestone, they will escalate this to the project management team for additional action, following the Decision Resolution Policy outlined in Section 5.2 of this SOW. If CCD does not take action on Key Milestone payment requests from CCI after a period of five (5) working days, CCI will escalate the situation via the Decision Resolution Process outlined in Section 5.2 of this SOW.

### **4. ISSUE RESOLUTION PROCESS**

The CCD Project Manager is responsible for tracking project level Risks and Issues throughout the project. Any stakeholder / end-user may raise a risk or issues. The CCD Project Manager will regularly review the list of risk and issues, and develop a plan for resolution including assigning the appropriate resource(s) for ownership and resolution.

The decision to escalation an issue to a higher level of authority is in many cases based on subjective judgments of the persons involved. However, escalation guidelines and an escalation process do provide a greater degree of consistency and control. Also, it should be noted that usually individuals in the organization closest to the problem can best handle issue resolution and most directly impacted by the issue. Escalation should be used sparingly and reserved those important issues for which a higher level of intervention is required.

Informing upper management of an issue is not considered escalation unless it is clear upper management has accepted responsibility/ownership for resolving the issue.

Should the project issue not be resolved in five (5) business days either party may escalate the issue by contacting, in the case of CCI, the Engagement Director, or in the case of CCD the Business Sponsor, in writing (email). These parties shall attempt to resolve the issue by mutual agreement. If the issue is not resolved by these parties within five (5) business days from the date of escalation, either party may escalate the issue by contacting, in the case of CCI, the Vice President of Services, or in the case of CCD, at least of

managing director level and not involved on a day to day basis with the project, in writing. These parties shall attempt to resolve the issue by mutual agreement prior to escalating Decision / Escalation Resolution as defined in Section 5.2 of this SOW.

## **5. CHANGE ORDER PROCESS**

The Change Order Process, defines the process that will be utilized in the project to manage and account for changes to project scope, cost, and schedule. All project tasks shall be approached with an understanding of the project scope and critically examined within the context of project scope, cost, and schedule management.

The Change Order Process also defines the process for proposed changes to be properly identified and evaluated, as appropriate. The Change Order Process shall be used for any changes to this Statement of Work, including, but not limited to, changes to the scope, the schedule, the approach, roles and responsibilities, or the Fees.

A Change Order request form must be completed for all changes requested by either CCI or CCD. The CCD Project Manager will be responsible for managing all Change Order requests submitted (whether by CCI or CCD) on the project, in accordance with the following process.

All Change Order requests must be submitted in writing to the CCD Project Manager, either by email or in printed hard copy form, using the Change Order request form provided in Section 10 of this SOW. CCD's Project Manager shall assign each submitted Change Order request form a number, in consecutive order, and shall enter the relevant information for each submitted Change Order request form into a catalog called the "Change Control Log", where the forms may be tracked by each Party. Verbal requests or voice mails will not be considered formal Change Order requests. Changes Orders may be processed as orders under this agreement.

If the investigation is rejected, then the Change Order request is considered rejected and no further action is required. If it is accepted, then the requester (or its assignees) will then determine the impact of implementing the change on the project. CCD is responsible for completing any additional paperwork required as a result of this change (i.e. internal contract change documents).

In investigating the impact of the Change Order on the project, the requester (or its assignees) will determine the impact and change on the cost, schedule, and manpower originally estimated for the project. The requester will also determine the impact on the services contained in this SOW and any revisions to the language that may be required, as well as the estimated work effort and cost to implement the Change Order. Once the investigation has been completed, the requester will complete the Change Order Request Form with the information gathered in this step and resubmit it to the project manager for coordinating the review and approval.

Based on the estimated work effort and cost, representatives from both CCD and CCI will jointly determine whether to proceed with implementing the Change Order. If the implementation is rejected, then the Change Order request is considered rejected, and no further action is required. If the Change Order is accepted via formal signature, the Change Order request will be considered approved. Once all appropriate signatures have been obtained for the Change Order, the approved change will become part of the overall agreement, including this SOW. The amended SOW will become the new baseline document upon which any new changes will be based.

The Applicable Hourly Rates that shall apply to all additional work agreed upon during the Change Order Process in connection with this SOW shall be the standard fixed hourly rates set forth in the rate table below, unless CCD desires that the work under any given Change Order be provided on a fixed fee basis, in which case CCI shall use the following Applicable Hourly Rates in deriving the fixed fee that it proposes to charge for such work.

In no event shall CCD be charged for travel time of the Consultant Personnel. Each Change Order shall expressly specify whether travel and related expenses are to be reimbursed by CCD there under (with any expenses that are to be reimbursed handled in accordance with the Agreement). The Labor Rates below include expenses.

<b>RESOURCE LEVEL</b>	<b>STANDARD FIXED HOURLY LABOR RATE (INCLUDE EXPENSES)</b>
Project Manager / Project Advisor	\$205

<b>RESOURCE LEVEL</b>	<b>STANDARD FIXED HOURLY LABOR RATE (INCLUDE EXPENSES)</b>
ERP Analyst (Functional Consultant)	\$185
ERP Developer - Lead (Technical Lead)	\$190
ERP Developer (Technical Consultant)	\$180
ERP Sys Admin (Onsite Tech Upgrader / PS Admin/DBA)	\$190
ERP Developer - Offshore (Offshore Technical Consultant)	\$60

## 6. MEETINGS

CCD and CCI will participate in various meetings to review the progress of the project. The following table describes some, but not necessarily all, of the types of meetings that will be conducted, their frequency, and the proposed attendees. The schedule of these meetings may be adjusted and updated as necessary, by mutual agreement of the Parties, throughout the project. The Parties' Project Managers will closely monitor the number and effectiveness of meetings throughout the project, agreeing upon changes necessary to achieve appropriate productivity and accomplish project objectives.

<b>TYPE OF MEETING</b>	<b>FREQUENCY</b>	<b>CCD ATTENDEES</b>	<b>CCI ATTENDEES</b>
Kick-off	Once at the beginning of the project	CCD's Project Manager, CCD's project team members, and other CCD employees	CCI's Engagement Director and CCI's project team
Weekly Status Meeting	Weekly, on the Work Day, and at the time, mutually agreed upon by the Parties	CCD Project Manager / CCD Project Team Members / other invited CCD employees	Project Team members (as necessary)
Executive Steering Committee Meetings	Monthly, unless otherwise determined necessary by CCD	CCD's Project Manager and CCD's project executives and project sponsors	CCI's Engagement Director
Project Phase Close-out	As scheduled in the Project Plan, at completion of every phase of the project	CCD's Project Manager and CCD's project executives and project sponsors	CCI's Engagement Director



## • FACILITIES/TOOLS/EQUIPMENT REQUIREMENTS

The following are the minimum facility requirements that CCI needs in order to properly deliver the Services identified in this SOW. CCD will be responsible for providing these facilities to CCI prior to work being initiated, and CCD's facilities provided to CCI hereunder will be at least equivalent to those provided by CCD to its own employees for similar purposes. CCD will also be responsible for all costs associated with use of its facilities, including all charges incurred by CCD from third parties for the installation and use of telephones and network connections for project purposes only.

Facilities provided by CCD for the project hereunder will only be accessible to CCI's authorized personnel, authorized CCD personnel, and CCD-authorized third parties. The office areas provided by CCD will be fitted by CCD with locks, card key entry, or electronic security pads, as CCD deems appropriate for security purposes. At a minimum, CCD will provide CCI's personnel with access to locked areas in which to store sensitive information when it is not being used or when CCI's personnel are not on-site at CCD's facilities. CCD will also provide CCI with reasonable access to CCD's conference rooms, cafeterias, and other similar facilities, at no charge or at a charge commensurate with that charged by CCD to its own employees. CCI requires the following facilities and equipment for its project team, while onsite at CCD's facilities during the implementation / upgrade:

FACILITY/TOOL/EQUIPMENT	DESCRIPTION
Individual Work Space	Each CCI consultant will need a work space. Whether all CCI personnel are grouped together or distributed in the various CCD business areas is up to CCD and how its available work space is allocated. It is recommended that the functional consultants be located with their CCD counterparts, if possible. Each consultant work space should have a desk with Internet access and a telephone for project use only.
Computer	Each of CCI's personnel will have an individual laptop for accessing personal email and productivity. CCD will provide the proper VPN and network access to perform the project related activities.
Email / Scheduling Tools	It is preferable that each CCI consultant have access to CCD's email system and a CCD email address for communicating with the project team. In addition, a scheduling tool for meetings, such as Microsoft Outlook, is preferable.
Conference Rooms	CCD will provide at least one conference room dedicated to the project, for conducting project meetings. The conference room will include, at a minimum, a desk or table and six (6) chairs.
Internet / Network Access	Minimum of one network line for each work space provided.
Telephone Lines w/ Phones	Minimum of one phone line with phone for each work space provided.
Fax Machines	Access to fax machine for project purposes.
Printers	Access to laser jet printer (or equivalent) connected to each CCD-provided computer, for project purposes.
Copy Machines	Access to copy machine for project purposes.
HVAC	Heating and air conditioning available and working in all work areas being provided.
Lights and Temperature Control	Lights and temperature control available and working in all work areas.

- **SECURITY REQUIREMENTS**

- 1. FACILITIES**

- CCD will provide CCI with appropriate security access to CCD's designated work location throughout the term of this SOW. CCD's office hours at the 201 W. Colfax work location are from 6:00 a.m. to 6:00 p.m., Mountain time, each Monday through Friday, excluding CCD's holidays. CCI's personnel will have access to their work areas in this building during these times.

- 2. PERSONNEL**

- CCD will provide appropriate security access to CCI project personnel for all areas for which such access is required, within, for any given member of CCI's project team, five (5) Work Days after such person's assigned start date.

## • **ENGAGEMENT ASSUMPTIONS**

### **1. GENERAL PROJECT ASSUMPTIONS**

1. To the extent that any outside activities or competing projects of CCD materially impact the mutually agreed upon schedule, scope, time line, personnel, and costs for the project to be conducted under this SOW, the issue will be addressed through the Change Order Process as outlined in Section 5.5 of this SOW.
2. CCD and CCI agree to notify each other promptly of any known events or personnel changes that could impact the timeline for the project to be conducted hereunder, and, upon receiving any such notification, the Parties' Project Managers will take reasonable actions, and cooperate with each other as reasonably necessary, to mitigate any risks arising from these events.
3. CCI will not be responsible for operating or maintaining CCD's computer environments or associated infrastructure, including CCD's current production PeopleSoft environments, while the implementation / upgrade project hereunder is in process. CCD's technical infrastructure staff will manage the workflow capabilities of CCD's systems, as such capabilities relate to e-mail systems, etc.
4. CCD will provide the necessary tools for a data repository for the project that will reside on CCD's servers and will be backed up and recovered according to CCD's applicable policies, during the period of time that this SOW is in effect.
5. For each ERP Software application, CCD shall conduct system testing using the appropriate upgraded data and the following processes:
  2. Testing of all interfaces, both retrofitted and new;
  3. Testing of any developed, retrofitted, and new reports; and
  4. Any gaps that are identified for resolution as part of system testing will be appropriately addressed and updated for user acceptance testing.
    1. Decisions made during system design (i.e., during Propel Phase II for the Rollout) will be the basis for subsequent implementation tasks. The completion of system design will be a Critical Milestone for the project, and CCD's approval of the System Design Document will be requested prior to full development and configuration activities for the project begin (i.e., in Propel Phase III for the Rollout). Any design changes presented to CCI by CCD after the System Design Document for the project has been approved by CCD may impact the project schedule, scope, timeline, personnel requirements, and costs and will be subject to the Change Order Process.
    2. CCI will assist the CCD in creating a security strategy, security rules, and maintenance procedures for the ERP Software applications included in the project scope, with assistance from CCI's personnel.
    3. The Fees for the Services to be provided under this SOW do not include CCD's project team training through Oracle University or specialized classes prepared by CCI beyond the train-the-trainer sessions described in this SOW. Training of CCD's project team members on the Oracle applications that are included in the scope of this SOW will be the responsibility of CCD.
    4. CCI and CCD will jointly develop, as part of the project management plans, a formal "Project Hours Review" process to be exercised at key points in time of the project to validate the actual work effort that was associated with the development pool areas. The Change Order process may be invoked for project work outside the original scope of this project, as set forth in this SOW (but the

number of hours actually required to complete the scope of work set forth in this SOW, regardless of whether greater or less than originally anticipated, shall not constitute a basis for a Change Order).

5. CCD is responsible for the identification of, interpretation of, and compliance with, any applicable laws, regulations and statutes that are applicable to CCD or its operations and that affect the implementation or the use of the ERP Software applications upgraded or implemented under this SOW.
6. The following modules / applications are not considered in scope: 1) OBIEE 2) eProcurement 3) Procurement Card 4) Inventory 5) Accounts Receivable 6) Strategic Sourcing 7) Billing 8) eBill Pay
7. Load and Performance Testing will not be in scope of this project.
8. CCI developers will work on a fixed time and provide up to 1,040 hours worth of support. Additional development hours will constitute the basis for a Change Order. Development related deliverables will be authorized and payments released upon the completion of the deliverables or completion of the dedicated hours for that technical deliverable area.
9. CCI will not provide any Post Production functional or technical consulting support as a part of the fixed fee herein. If Post Production support is requested by CCD, it will be executed under the Project Change Control Process.

## **2. CCD-ASSIGNED PROJECT PARTICIPANT ASSUMPTIONS**

1. CCD will assign functional and technical employees to the project who are reasonably experienced within their disciplines and with respect to CCD's business and technology. Such assigned employees will be empowered in decision-making in support of this project.
2. If CCD assigns third-party contract personnel to this project, CCI will, unless CCD informs CCI otherwise, assume that such third-party contract personnel represent CCD and that they will be empowered to make decisions on behalf of CCD.
3. CCD will provide all project needs associated with database administration needs, along with any PeopleSoft administration needs (e.g., patches, Oracle issue research, environments, and development project migrations).
4. Knowledge transfer is a key success factor for projects of this type. CCD will provide resources adequate to the project to complete assigned work and facilitate knowledge transfer. CCI expects that the CCD core project team will be available to participate when necessary, based upon the project schedule. This does not mean that CCD's personnel will be assigned to the project full-time every day, but only assigned full-time as the project schedule and project management plan dictates.
5. With limited assistance from CCI, CCD will be responsible for identifying and providing the appropriate staff to conduct, document, and present results of complete and successful user acceptance testing ("UAT") prior to promotion of the ERP System to a production-ready environment. UAT is CCD's opportunity to test and document results of the implemented ERP System, as provided by CCI to be accepted. CCI will assist CCD throughout this testing cycle to help resolve issues and answer questions. UAT will be performed in order to fully evaluate the readiness of the functional areas planned for deployment, in relation to CCD's business requirements approved during discovery and fit/gap analysis.

## • PAYMENT SCHEDULE

### 1. FIXED FEE PAYMENTS

CCI will provide the Services and Deliverables described in this Statement of Work on a fixed fee basis, in accordance with the payment schedule set forth below. The total fixed Fees for the project shall be \$904,600, except for Change Orders executed in accordance herewith. Travel and lodging expenses for the Consultant Personnel are included in these Fees, and no expenses shall be separately reimbursed hereunder. CCI will invoice CCD according to the Key Milestone-based payment schedule set forth below for the Rollout. CCI shall notify CCD's Project Manager in writing (or via email) when CCI believes any given Payment Deliverable has been Achieved. Each Key Milestone must be reviewed and (if it has, in accordance with the Agreement, been Achieved) approved in writing by CCD, via the signature of an authorized CCD management representative, prior to an invoice for the Key Milestone payment being sent to CCD by CCI. Milestone Payments will be authorized from CCD by Chris Binnicker.

### 1. FSCM ROLLOUT

City and County of Denver PeopleSoft FSCM Upgrade	Planned End	Payment Amount
<b>Phase I - Plan &amp; Discover</b>	<b>1/2/2012</b>	
Discovery Findings	1/30/12	\$69,200
<b>Phase II - Analyze &amp; Design</b>	<b>4/6/2012</b>	
Fit/Gap Findings	3/12/2012	\$109,200
Security Plan & Matrix	4/2/2012	\$36,400
System Design Document	4/16/2012	\$131,040
<b>Phase III - Configure &amp; Develop</b>	<b>6/29/2012</b>	
Configuration Report	4/23/12	\$21,840
Updated Functional Specifications (Retrofits)	5/21/12	\$87,360
Technical Specs (Assigned Development) **	5/21/2012	\$50,960
Workflow Design **	6/4/12	\$14,560
Test Plan & Matrices	6/11/12	\$65,520
Training Plan & Materials	7/2/12	\$65,520

City and County of Denver PeopleSoft FSCM Upgrade	Planned End	Payment Amount
Code/Unit Test (Assigned Development) **	7/9/12	\$101,920
Code/Unit Test (Assigned Workflow) **	7/9/12	\$36,400
Pilot Training Delivery	7/9/12	\$21,840
<b>Phase IV – Test &amp; Train</b>	<b>8/31/2012</b>	
Test Coordination	9/1/12	\$94,640
<b>Phase V - Deploy &amp; Optimize</b>	<b>9/6/2012</b>	
<b>TOTAL</b>		<b>\$904,600</b>

\*\* Development related deliverables will be authorized and payments released upon the completion of the deliverables or completion of the dedicated hours for that technical deliverable area.

## • CHANGE ORDER REQUEST FORM

<b>PROJECT NAME AND CONTROL NUMBER:</b>
<b>REQUESTOR:</b>
<b>ORGANIZATION:</b>
<b>DATE OF REQUEST:</b>

<b>PROPOSED CHANGE(S) AND REASON/JUSTIFICATION FOR CHANGE (INDICATE URGENCY LEVEL)</b>
<b>URGENCY LEVEL:</b> <b>HIGH</b> <b>MEDIUM</b> <b>LOW</b>

<b>DESCRIPTION OF CHANGE</b>

<b>IMPACT OF CHANGE(S):</b>
<b>IMPACT ON PERSONNEL:</b>
<b>IMPACT ON OTHER RESOURCES (E.G., CCD'S HARDWARE, INFRASTRUCTURE, ETC.):</b>
<b>IMPACT ON SCHEDULE:</b>
<b>IMPACT ON REQUIREMENTS:</b>
<b>IMPACT ON COST:</b>

<b>ASSUMPTIONS / RISKS</b>

**ALTERNATIVES TO PROPOSED CHANGE(S) (IF ANY)**

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**SUMMARY OF TOTAL IMPACT OF CHANGE****PERSONNEL:****OTHER RESOURCES:****SCHEDULE:****REQUIREMENTS:****COST:****REQUIRED APPROVALS:**

REVIEWER NAME	DEPARTMENT	DECISION		DATE
		APPROVED	REJECTED	
		APPROVED	REJECTED	
		APPROVED	REJECTED	
		APPROVED	REJECTED	

\_\_\_\_\_  
CedarCrestone Approval

Date \_\_\_\_\_

\_\_\_\_\_  
CCD Approval

Date \_\_\_\_\_



- **AUTHORIZATION**

This SOW constitutes an Exhibit within the On Call Contract between CCD and CCI. Authorization will be provided through the signature of the On Call Contract.



**CedarCrestone Inc.**  
**Managed Services Division**

**MSA FILE #:** \_\_\_\_\_  
**SOW FILE #:** \_\_\_\_\_

## STATEMENT OF WORK TO THE MASTER SERVICES AGREEMENT

### EXHIBIT C

This Statement of Work ("SOW") is made as of November 21, 2011, ("SOW Effective Date") by and between CedarCrestone, Inc. ("CCI") and City and County of Denver, ("Client" or, as used herein, "CCD"). This SOW incorporates by reference the Master Services Agreement between the Parties ("Agreement"). The Project Start Date is January 9, 2012. In the event of a conflict in terms between this SOW and the Agreement, the terms of the Agreement shall prevail. All capitalized terms not otherwise defined herein shall have the same meaning as in the Agreement. Any specification, design, user requirements document, installation checklist, etc., attached hereto and explicitly referenced herein shall be part of this SOW, provided such documents are in writing and signed by an authorized representative of each party.

#### 1. General Information:

CCI Project Manager	Name:	TBD
	Address:	1255 Alderman Drive Alpharetta, GA 30005
	Phone:	TBD
	Fax:	TBD
	E-mail:	TBD@cedarcrestone.com
CCI Engagement Director	Name:	Tom Kraus
	Address:	1255 Alderman Drive Alpharetta, GA 30005
	Phone:	303-430-5640 o; 303-956-3968 c
	Fax:	678-690-1649
	E-mail:	<a href="mailto:tom.kraus@cedarcrestone.com">tom.kraus@cedarcrestone.com</a>
CCD Business Sponsor	Name:	Chris Binnicker
	Address:	201 W Colfax Ave Dept 301 Denver, CO 80202
	Phone:	720-913-4972
	Fax:	720-913-5237
	E-mail:	<a href="mailto:Chris.binnicker@denvergov.org">Chris.binnicker@denvergov.org</a>
CCD Project Manager	Name:	TBD
	Address:	
	Phone:	TBD
	Fax:	TBD
	E-mail:	TBD
<b>Client Site at which Services are to be performed<sup>1</sup></b>	<b>Name:</b>	Remote Services will be performed remotely from CCI offices.  Onsite Services will be performed at Client Site:

<sup>1</sup> Services may be performed at additional sites as may be mutually agreed upon by the Parties.



CedarCrestone Inc.  
Managed Services Division

MSA FILE #: \_\_\_\_\_  
SOW FILE #: \_\_\_\_\_

#### STATEMENT OF WORK TO THE MASTER SERVICES AGREEMENT

<b>Address:</b>	201 W Colfax Ave. Dept 301 Denver, CO 80202
<b>Phone:</b>	

**2. Definitions:** CCI and Client agree to the following definition of terms:

- 2.1 **"ASLMA"** means Application Software License and Maintenance Agreement.
- 2.2 **"CedarCrestone Holidays"** are the federally recognized holidays for New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Thanksgiving Friday, and Christmas Day.
- 2.3 **"Environment Install"** means the initial database population and basic configuration of the PeopleSoft ERP Software in order to run the ERP software. This includes installs for a demonstration ("DEM"), development ("DEV"), and test ("TST") environments only. An Environment Install includes, and is limited to, populating the database, installing any Required for Install (RFI) and Required for Upgrade (RFU) PeopleSoft ERP software updates, configuring the PIA (PeopleSoft Pure Internet Architecture), configuring the application server, configuring the process scheduler, and installing PeopleBooks for the PeopleSoft ERP Software, and ensuring that these components work together properly. An Environment Install does not include any desktop installations for Crystal or Oracle connectivity software. It does not include installation and configuration of the Change Assistant. The database software, machine operating system, and any required patches for same must be installed by the Client prior to CCI performing the Environment Install.
- 2.4 **"Initial Pass"** describes the tasks as outlined in the PeopleSoft Upgrade Guide and Upgrade Assistant template that are performed to transform a copy of Client's current release production database to the target upgraded version of vendor's software. No testing of the application is included in this stage of the upgrade.
- 2.5 **"Test Move to Production"** A Test Move to Production is a subset of the steps of the Initial Pass as defined in the PeopleSoft Upgrade Guide and Change Assistant template that transforms the copy of Client's current release production database to the target upgraded version of vendor's software in a shorter time frame than the Initial Pass. Test Moves are practice runs for the Go Live Cutover weekend. Test Moves run through all of the required upgrade scripts once. Test Moves are performed during regular Work Days. No testing of the application is included in this stage of the upgrade.
- 2.6 **"Dress Rehearsal"** is another term for the last Test Move to Production, usually Test Move 3. The Dress Rehearsal is the last practice run before the Go Live Cutover to Production and the timings of all tasks are gathered and analyzed to determine if the Go Live Cutover can be performed during the downtime window the Client has planned. Dress Rehearsal is performed during regular Work Days.
- 2.7 **"Final Move to Production/Go Live Cutover"** means the final execution of the upgrade tasks that results in an upgraded Production database, either onsite at the Client's location or hosted in the CCI hosting environment. The Final Move to Production usually happens over a weekend and the production downtime for the Client is normally 72 hours or less. Client end user verification testing of the application is performed at the end of this stage of the upgrade.
- 2.8 **"Level 1 Support"** means any support requested by Client that is not in the scope defined in Section 3 ("Upgrade Services to be Provided") or in a defined Optional Service offering. Level 1 Support is tracked in the Service Desk ticket tracking system. Level 1 Support is billed fractionally by the minute for any partial hours of support rendered. Level 1 Support is billed at the remote rate for work performed remotely and at the onsite rate for work performed onsite.
- 2.9 **"Feature Packs, Maintenance Packs, Bundles & Patches"** are software vendor supplied code used to update the licensed application software and included in the Application Software License and Maintenance Agreement.



## STATEMENT OF WORK TO THE MASTER SERVICES AGREEMENT

- 2.10 **"Required Application Updates"** are vendor-supplied updates to the software to maintain compliance with government, regulatory and tax requirements. An example is Tax Updates.
  - 2.11 **"Upgrade Patch/Fix Bundle"** Custom compilation of application maintenance packs and/or bundles available from software vendor at the end of the Initial Pass of the technical upgrade.
  - 2.12 **"FIN"** refers broadly to a suite of software licensed by Client from PeopleSoft to assist in management of an organizations Financial information.
  - 2.13 **"Local"** means any CCI employee who lives within a 50-mile radius of Client Site.
  - 2.14 **"Non-local"** means any CCI employee who does not live within a 50-mile radius of Client Site.
  - 2.15 **"OLSA"** means Oracle License and Services Agreement.
  - 2.16 **"Primary Hours of Operation (PHO)"**. PHO are the hours in which the Application Support desk is staffed. CedarCrestone Holidays are excluded from PHO unless Client makes special arrangements with sufficient advance notice of request for extended support.
  - 2.17 **"Remote Support Services"** means contracted for support services that are rendered from a location other than Client's place of business.
  - 2.18 **"Work Day"** is defined as a regular, non-holiday business working day, Monday, Tuesday, Wednesday, Thursday, or Friday. Any request from Client to have the Upgrader work outside of a normal Work Day (including CedarCrestone Holidays) should be submitted in writing to the Upgrade Lab Manager and must be submitted at least three (3) weeks prior to the date for which the special request is made. If the special request cannot be accommodated for some reason, CCI will make reasonable efforts to reach an acceptable alternative arrangement.
- 3. Upgrade Services to Be Provided:** CCI will perform Remote Upgrade Services for Client to support the upgrade of PeopleSoft Financials v8.8 SP1 to v9.1.
- 3.1 REMOTE UPGRADE SERVICES.** The CCI Remote Upgrade Services will include:
- 3.1.1 Applications and modules to be upgraded:
    - 3.1.1.1 Financials/SCM v8.8 SP1 to v9.1:
      - 3.1.1.1.1 Modules: Asset Management, Purchasing, Accounts Payable, Billing, General Ledger (with Commitment Control), Project Costing, Contracts, Grants, Inventory, Accounts Receivables, Strategic Sourcing, eBill Payment, eProcurement
      - 3.1.1.1.2 Database Size: 125 GB
      - 3.1.1.1.3 Database Platform: Redhat 5.7 Linux/Oracle
  - 3.1.2 Upgrade to the most current stable supported release of PeopleTools at the time this SOW is signed. The current stable supported release of PeopleTools is anticipated to be 8.5x and is determined by CCI and Client at the beginning of the project. If Client requests a PeopleTools upgrade after the initial agreed upon level, it will be performed remotely at the rate of \$125 per hour. If Client requests that a PeopleTools upgrade be performed onsite at the Client site, CCI will perform the onsite upgrade at the rate of \$160 per hour plus travel expenses.
  - 3.1.3 Perform DEMO Environment Install remotely on Client infrastructure. This environment install will include the latest Feature Pack as released by Oracle.
  - 3.1.4 Perform DEV, TST Environment Installs remotely on Client infrastructure. This environment install will include the latest Feature Pack as released by Oracle.
  - 3.1.5 Perform Initial Pass of the technical upgrade on copy of Client's production database. This includes the migration of customized PeopleTools objects, including records, fields, PeopleCode, queries, trees, etc., that have been designated by the Client.



## STATEMENT OF WORK TO THE MASTER SERVICES AGREEMENT

- 3.1.6 Generate New Release compare reports as part of the Initial Pass Technical Upgrade Tasks.
- 3.1.7 Run Alters, Creates and Conversion Scripts as delivered by Oracle for the PeopleSoft upgrade.
- 3.1.8 Modify the insert statements in the delivered data conversion Application Engine scripts as necessary to accommodate client-added fields on delivered records. The CCI Upgrade Lab will not modify the logic or intent of the delivered data conversion scripts.
- 3.1.9 Apply the latest available Maintenance Packs and bundles to Demo, TST, and DEV at the end of the Initial Pass. CCI requires one (1) full test move on the current patch set prior to the Final Move to Production.
  - 3.1.9.1 CCI applies only Maintenance Packs and bundles at the end of the Initial Pass and does not apply individual patches/fixes except as required as pre-requisites or post-requisites to Maintenance Packs or bundles.
  - 3.1.9.2 Application of individual patches/fixes, Maintenance Packs, or bundles after the Initial Pass, excluding HCM Tax Updates and/or Campus Solutions Financial Aid Regulatory Releases, can be performed remotely at the rate of \$125 per hour upon written request from the client up to the final Test Move.
  - 3.1.9.3 CCI will apply Tax Updates and/or Financial Aid Regulatory Release bundles throughout the upgrade up to the final Test Move to keep Client in sync with corresponding Tax Updates and Regulatory Release bundles applied to their Old Release production system.
- 3.1.10 CCI will carry forward user security changes applied to the New Release 9.1 Source Database in each Test Move pass. Client changes made to user security in the Old Release production and/or Old Release non-production environments are the Client's responsibility to manually reapply to the New Release version 9.1 environment as appropriate and determined by Client.
- 3.1.11 Perform two (2) remote Test Moves to production (Test Move 1 & Test Move 2).
- 3.1.12 Perform one (1) onsite Final Test Move to production (Test Move 3). The final test move will be performed on a copy of the frozen production database and will be performed no less than three (3) weeks prior to go-live.
- 3.1.13 Perform automated upgrade of SQRs to the extent such automated upgrades are possible via the execution of the SQR Upgrade Utility.
- 3.1.14 FINAL MOVE TO PRODUCTION. If Client elects to host its own production environment after the upgrade, CCI will provide an onsite Upgrader to perform the Technical Upgrade Tasks during the go-live cutover.
  - 3.1.14.1 Final Move to Production will target no more than thirty-six (36) hours of production downtime to complete the Technical Upgrade Tasks. The final downtime window will be a combination of CCI processing and Client set up, database backups, testing, and verification.
  - 3.1.14.2 The Upgrader will arrive onsite no more than twelve (12) hours prior to the start of the Final Move to Production and will depart within twenty-four (24) hours of completion of the technical upgrade task execution. CCI has included up to ten (10) hours of Post Production remote support from the Upgrader during the 1<sup>st</sup> week after move to production. Additional Post Production Support can be obtained by exercising the Remote or Onsite Post Production Support options.

## 3.2 ADDITIONAL TEST MOVES TO PRODUCTION.



## STATEMENT OF WORK TO THE MASTER SERVICES AGREEMENT

3.2.1 Upon written request from Client, CCI will provide additional remote Test Moves to production for testing, migration, or any other purpose. The cost will be \$9,000 per additional remote Test Moves. This item is not currently in the scope of services for this project.

3.2.2 Upon written request from Client, CCI will provide additional onsite test moves to production for testing, migration, or any other purpose. The cost will be \$10,000 per additional onsite Test Moves. This item is not currently in the scope of services for this project.

### 3.3 ADDITIONAL OPTIONAL SERVICES.

3.3.1 Perform PRD Environment Install at Client site. The fee for this service is \$13,500 including travel and expenses. This item is not currently in the scope of services for this project.

3.3.2 Perform customization reapplication remotely upon written request from the Client at the rate of \$125 per hour. This item is not currently in the scope of services for this project.

3.3.2.1 DBMS Stored Procedures are also considered customization reapplication and upgrading of DBMS Stored Procedures will be the Client's responsibility, or CCI will perform such customization reapplication remotely upon written request from the Client at the rate of \$125 per hour. This item is not currently in the scope of services for this project.

3.3.2.2 Public queries can be retrofitted to the New Release upon written request from the Client. Client will be billed at the time and materials rate of \$125 per hour if electing this service. This item is not currently in the scope of services for this project.

3.3.3 Re-migrate Queries/Trees: Re-migrate queries and/or trees specifically identified by Client from a copy of production taken as part of a Test Move pass to a designated upgraded 9.1 database. The cost will be a onetime fee of \$4,800. This item is not currently in the scope of services for this project.

3.3.4 Additional User Security Migration: CCI will re-migrate current version PeopleSoft user security from a copy of production taken as part of a Test Move pass to a designated upgraded 9.1 database. The cost for additional security migrations will be a onetime fee of \$2,800. This item is not currently in the scope of services for this project.

3.3.5 Application Tuning Assistance: Perform remote tuning assistance for application programs, processes, configuration, or other application items that are not performing to Client's expectations in the upgraded environment. This service is intended for assisting with performance problems encountered during user testing of the upgraded application, if applicable. Client will be billed at the time and materials rate of \$125 per hour if electing this service. This item is not currently in the scope of services for this project.

3.3.6 Application Troubleshooting and Support: Provide remote troubleshooting and support for application programs, processes, configuration, or other application items in Client's upgraded environment. This service is intended for assisting with application problems encountered during user testing of the upgraded application. Client will be billed at the time and materials rate of \$125 per hour if electing this service. This item is not currently in the scope of services for this project.

3.3.7 Onsite Post-Production Technical Support. Provide onsite post-production technical support following the Final Move to Production. This service is available



#### STATEMENT OF WORK TO THE MASTER SERVICES AGREEMENT

in one-week (40 hour) increments at the rate of \$160 per hour plus travel expenses. This item is not currently in the scope of services for this project.

- 3.3.8 Remote Post-Production Technical Support. Provide remote post-production technical support following the Final Move to Production. This service is available in one-week increments at the rate of \$1,250. This service is available as a base retainer for up to ten (10) hours of support per week; support hours in excess of ten (10) hours will be billed on a Time & Materials basis at the rate of \$125 per hour. Up to ten (10) hours of remote support is currently in the scope of services for this project.
- 3.4 Any request from Client to have the Upgrader work outside of a normal Work Day (including CedarCrestone Holidays) should be submitted in writing to the CCI Upgrade Lab Manager and must be submitted at least three (3) weeks prior to the date for which the special request is made. If the special request cannot be accommodated for some reason, CCI will make reasonable efforts to reach an acceptable alternative arrangement.
- 3.5 The Client may contact CCI for support using two different mechanisms: By entering a Service Desk ticket directly into our web based Issue Tracking system at <https://servicedesk.cedarcrestone.com> or by calling the Support Group toll free at (888) 268-0715.
- 3.6 Standard support and Service Desk services: The Client designated service contact completes an incident notification form directly at the CCI website or via the toll free number. CCI will provide the Client designated service contact with a tracking number used until the incident report is closed.
- 3.7 Client is provided a web-based tool to track and report on all issues reported to CCI.

#### 4. Client Responsibilities:

- 4.1 Client attests that they are entered into either an ASLMA or OLSA directly with the Software Vendor. The ASLMA or OLSA must permit CCI to use the Application Vendor services provided under the agreement. These services include, but are not limited to; (i) Technical Support, (ii) Software patches and updates, and (iii) Software and related operational documentation.
- 4.2 Client agrees to keep either an ASLMA or OLSA and ongoing Oracle support and maintenance contract in effect with the Software Vendor throughout the lifespan of the upgrade project plus one (1) month after go live of the new release. Client attests that should the Client's right to use the Software or support and maintenance be terminated for any cause, Client must immediately so inform CCI and attempt to obtain written approval from the Software Vendor granting use of the Software and support and maintenance. Should the Client no longer have the right to use the software and support and maintenance, CCI will be required to terminate upgrade services and Client access to the Software. Client agrees that CCI shall have no liability to Client, and Client waives any claim or action against CCI, in the event of termination of access to the Services as a result of Client's failure to keep the ASLMA or OLSA and support and maintenance contract in effect
- 4.3 Client personnel will run DDDAUDIT, SYSAUDIT and Alter Audit processes and clean up all errors prior to delivering a copy of the production database to CCI for use in the Initial Pass. Unresolved items remaining on these audit reports must be approved by CCI before delivery of the database by the Client to CCI. If Client requests that one or more errors from DDDAUDIT, SYSAUDIT and Alter Audit be included in the upgrade, Client may incur additional charges for technical upgrade rework that is required to resolve issues resulting from those errors; this additional work effort will be charged on a time and materials basis at the rate of \$125 per hour for remote work and \$160 per hour plus travel expenses for onsite work.



**STATEMENT OF WORK TO THE MASTER SERVICES AGREEMENT**

- 4.4 Client will execute the Old Release version PeopleSoft Compare reports, if desired.
- 4.5 Client is responsible for evaluating the software vendor Platform Certification requirements for the New Release available on My Oracle Support (formerly Customer Connection). Client must ensure their installation meets Oracle requirements for the New Release before the upgrade execution commences.
- 4.6 Client will install and configure all hardware and software infrastructure components required to support the New Release PeopleSoft Environment Installs on Client's infrastructure. This is to include the database software, machine operating system, any required patches, third-party software including Oracle certified COBOL compiler, desktop installations (e.g., Crystal and Oracle connectivity software), and any other unique infrastructure components that the Client may require for its PeopleSoft systems infrastructure.
  - 4.6.1 Client will also configure an Old Release environment to include a copy of production on which the upgrade will be performed. This Old Release environment must include all tiers (i.e. database, application server, process scheduler/batch server, and web server) for Client's use in completing Pre-Upgrade Functional activities.
- 4.7 Client is responsible for the contents of the PeopleSoft codelines and for ensuring that the Production codeline contains the proper objects for the new release prior to the Final Move to Production.
- 4.8 Client will provide sufficient infrastructure capacity to support DEM, DMU (Upgrader's demo), DEV, TST, and UPG upgrade databases per PeopleSoft application to be upgraded and as many additional environments as may be needed by Client to complete the upgrade. Client will install and configure all hardware and software infrastructure components required to support the PeopleSoft upgrade environments. This is to include the database software, machine operating system, any required patches, third-party software, desktop installations (e.g., Crystal and Oracle connectivity software), and any other unique infrastructure components that the Client may require for its PeopleSoft systems infrastructure.
- 4.9 Client will provide appropriate infrastructure and database administration support as may be requested by CCI for the upgrade. Such support may include, but is not limited to, database copies and refreshes, data base backups, environment Installs, server restarts, etc.
- 4.10 Client is responsible for finalizing pre-upgrade functional decisions/tasks and post-upgrade functional decisions/tasks identified in the PeopleSoft upgrade manual. Client is also responsible for any functional tasks or decisions associated with maintenance packs, bundles, or fixes applied to the New Release database(s).
- 4.11 Client and CCI Consulting is responsible for reapplication of customizations.
  - 4.11.1 Customizations must be completed prior to the start of the final Test Move, usually Test Move 3.
  - 4.11.2 All New Release Source Database exports taken during the final Test Move, usually Test Move 3, will be reused during the Final Move to Production. Exports will not be taken again from the Source Database prior to the Final Move to Production. This ensures that the Final Move to Production activities have been practiced during the final Test Move and nothing new is introduced for the Final Move to Production.
  - 4.11.3 DBMS Stored Procedures are considered customization reapplication and upgrading of DBMS Stored Procedures will be the Client's responsibility.
  - 4.11.4 Client will modify and test SQRs, unless CCI is contracted to do so.
  - 4.11.5 Client will modify and test Public Queries, unless CCI is contracted to do so.





**STATEMENT OF WORK TO THE MASTER SERVICES AGREEMENT**

- 4.11.6 Client will modify and test Private Queries.
- 4.11.7 Client will modify and test any other Client-developed or modified objects (both online and source), unless CCI is contracted to do so.
- 4.12 Client agrees that all customization reapplication will be performed in a single development environment during the project.
- 4.13 Client will complete compare report review and communicate compare decisions to CCI within one (1) week of delivery of the compare reports by CCI to Client. The Client will clearly denote compare decisions in the spreadsheet provided by CCI for each object on the compare report.
- 4.14 Client is responsible for manually tracking all new or modified customization changes, including queries, trees, and security, applied to the Old Release production environment after the initial database copy is provided to CCI at the start of the technical upgrade. As appropriate, these changes must be reapplied by the Client in the New Release Source Database environment. As appropriate, CCI will reapply the modifications remotely at a rate of \$125 per hour upon written request by the Client.
  - 4.14.1 Client changes made to user security in the Old Release production and/or Old Release non-production environments are the Client's responsibility to manually reapply to the New Release 9.1 environment.
- 4.15 Client will freeze changes in the production database two (2) weeks prior to the final Test Move to production. Client will reapply any outstanding development that has been applied to the Old Release production database since the initial database copy provided to CCI at the start of the technical upgrade. All record changes must be communicated to the Upgrader no less than one (1) week before the final Test Move to production. Upon request, CCI will reapply the modifications remotely at a rate of \$125 per hour upon written request by the Client.
- 4.16 Client will provide a dedicated Client project manager for duration of upgrade.
- 4.17 Client project manager will generate the overall upgrade project plan and manage its tasks throughout the lifecycle of the project. The plan will define tasks, resources, and dependencies to be used by Client and CCI to measure project progress and to ensure milestones are being achieved. CCI Upgrade Lab Manager will provide durations of upgrade tasks to be included in the overall project plan. A copy of the complete project plan will be provided to the CCI Upgrade Lab Manager.
- 4.18 Client project manager is responsible for coordinating all Client functional and technical work tasks, user testing and go-live activities.
- 4.19 Client and CCI Consulting services will plan, develop, and execute all testing. Client and CCI will agree upon test criteria and activities to validate the results of the technical upgrade such as table row count reports.
- 4.20 Client and CCI Consulting services is responsible for keeping the project on the published timeline mutually determined at the outset of the project. Any significant change to the go live date not within the control of CCI (a delay of greater than one (1) month) requires coordination with, and the approval of, CCI, and CCI may charge for continued CCI upgrader support during the delay extension up to a prorated maximum of \$5,000 per month.
- 4.21 Client is responsible to keep its required testing activities on schedule. Testing after each completed Test Move will be completed and signed off within one (1) month of delivery of the upgraded database. Extensions to this testing window requires coordination with, and the approval of, CCI, and CCI may charge for continued CCI upgrader support during such delay extension up to a prorated maximum of \$1,000 per week.

**STATEMENT OF WORK TO THE MASTER SERVICES AGREEMENT**

- 4.22 Client will provide dedicated functional and technical users to make decisions on data conversion or customization reapplication issues within twenty-four (24) hours of CCI notification to Client project manager.
- 4.23 Client is responsible for troubleshooting problems with the database that are not the result of the technical upgrade process and scripts. These might include invalid setup issues, data issues not resulting from failed data conversion, or other non-technical upgrade impacts. Requests for CCI to troubleshoot problems not resulting from the technical upgrade process will incur Level 1 Support fees.
- 4.24 Client will provide site-to-site VPN access for CCI to perform remote technical upgrade activities necessary to complete Client's PeopleSoft application upgrade.
- 4.25 Client is responsible for keeping the project on the published timeline scheduled for go-live within nine (9) months of the Project Start Date. Any significant change to the go live date not within the control of CCI (a delay of greater than one (1) month) requires coordination with, and the approval of, CCI, and CCI will charge for continued CCI upgrader support during the delay extension up to a prorated maximum of \$5,000 per month.

**5. Fee Structure:**

- 5.1 Client shall be billed at the rates set forth below and consistent with CCI's Labor and Expense Billing Policy, attached to this contract as Exhibit B and made a part hereof. CCI will invoice Client each month for completed upgrade lab services as described in the following table. CCI will invoice the Client on a monthly basis for additional services provided.

<b>CCI Upgrade Activities and Responsibilities</b>	<b>Fixed Fee Cost</b>
Service Setup Fee	\$2,000
Install 9.1 DEM Environment Remotely	\$8,500
Install 9.1 DEV, TST Environments Remotely	\$8,500
Remote Technical Upgrade – Initial Pass	\$85,000
Execute the SQR Upgrade Utility	\$0 - included
Two (2) Remote Test Moves (\$9,000 each)	\$18,000
One (1) Onsite Test Move	\$10,000
Final Move to Production (onsite at Client site) this includes up to ten (10) hours of Post Production remote support from the Upgrader during the 1 <sup>st</sup> week after move to production	\$10,000
<b>Total Fixed Fee Costs:</b>	<b>\$142,000</b>
<b>Optional Services:</b>	
Additional Remote Test Move to Production	\$9,000
Additional Onsite Test Move to Production	\$10,000
Re-migrate Queries/Trees per migration (onetime fee)	\$4,800
Additional User Security Migration (onetime fee)	\$2,800
Install 9.1 PRD Environment Onsite at Client	\$13,500

Note: Client will be invoiced as work is completed and these items will not necessarily be billed in the order presented above. Fixed fee items are invoiced unless prior written contract change orders are executed by the Parties. Optional services may be requested during the upgrade project through an incident in the Service Desk application or via an email notification to the Upgrade Lab Manager.

\*Onsite Services will be performed at \$160 per hour plus travel and expenses unless otherwise noted.



**STATEMENT OF WORK TO THE MASTER SERVICES AGREEMENT**

5.2 One-Time Service Setup Fee of \$2,000. Upon Client execution of this SOW, CCI will invoice Client \$2,000 for lab-based upgrade services setup, including technical upgrade project kickoff with Client management and help desk setup activities.

5.2.1 CCI will provide a pre-configured Netscreen 5GT-Extended device (or similar) for Client to establish VPN connectivity for the remote application support services; actual shipping costs to locations outside the continental United States will be billed to Client as appropriate. CCI will perform remote management of and retain ownership of the VPN device. Client is responsible for installing the VPN device in its network DMZ and enabling the required connectivity to the PeopleSoft application environment. Upon termination of this SOW, Client is responsible for returning the VPN device to CCI at Client expense.

5.2.2 If Client elects to use it's own VPN device, CCI will provide eight (8) hours of assistance to troubleshoot and resolve VPN connectivity issues with the Client at no charge; should additional troubleshooting support be required, additional remote support time will be billed on a time and materials basis at the rate of \$125/hour.

5.3 Remittance shall be made to the following address:

<b>CedarCrestone, Inc.</b>
<b>PO Box 402521</b>
<b>Atlanta, GA 30384-2521</b>

**6. Termination:**

6.1 This SOW is scheduled to terminate twelve (12) months following the Project Start Date or upon project completion, whichever occurs first, unless extended by written mutual agreement between the Parties at least thirty (30) days prior to that scheduled termination date.

6.2 CCI may terminate or suspend performance upon ten (10) days' written notice of an uncured breach of contract, including breach arising from non-payment, or Client's failure to timely comply with its obligations under any SOW, or Client's failure to promptly accept properly performed services by signing Acceptance Certificates pursuant to any SOW.

**Contract Control Number:**

**Vendor Name:**

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at  
Denver, Colorado as of

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By\_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By\_\_\_\_\_

By\_\_\_\_\_

By\_\_\_\_\_



Contract Control Number: 201102802

Vendor Name: CEDARCRESTONE INC

By: 

Name: BRIAN E. FER'S  
(please print)

Title: CFO/VP/ TREASURER  
(please print)

ATTEST: [if required]

By: 

Name: MARK A. MANNING  
(please print)

Title: CONSULTANT  
(please print)

