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STATE OF COLORADO
Governor's Office of Information Technology
Amended and Restated Master Contract
with
CGI Technologies and Solutions Inc.

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1. PARTIES

This Amended and Restated Master Contract ("Contract") is entered into by and between CGI Technologies and Solutions Inc., as successor in interest to American Management Systems, Inc. ("Contractor" or "CGI"), and the STATE OF COLORADO, acting by and through the Governor's Office of Information Technology ("State" or "OIT"), as successor in interest to the Department of Personnel & Administration and the State Auditor's Office. Contractor and the State hereby agree to the following terms and conditions.

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY

This Contract shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee ("Effective Date"). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date, provided, however, that for Services set forth under **Exhibit A**, commenced under the Sixth Amendment to the Original Master Contract, the Effective Date shall be July 1, 2012.

3. AMENDMENT AND RESTATEMENT

A. Original Master Contract

The State of Colorado, represented jointly by the Department of Administration and the State Auditor's Office, entered into a certain Master Contract for Acquisition of Software and Implementation Assistance, made February 17, 1989 ("Original Contract"), with American Management Systems, Inc., COFRS #89-13, as amended by Contract Amendment, dated September 29, 1989 (the "First Amendment"); Contract Amendment #2, made in 1990 (the "Second Amendment"); Contract Amendment #3, effective May 1, 1991, COFRS #A2-91 (the "Third Amendment"); Contract Amendment #4, effective October 1, 1991, COFRS #PRJ A4-92 (the "Fourth Amendment"); Contract Amendment #5, effective May 29, 1992, COFRS #PRJ A5-92 (the "Fifth Amendment"); and Contract Amendment #6, effective July 1, 2012, CMS #46491 (the "Sixth Amendment"). The Original Contract, together with the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, and the Sixth Amendment are collectively referred to herein as the "Original Master Contract".

B. Successors-in-Interest

The rights and obligations under the Original Master Contract were transferred by each party thereto to its respective successor-in-interest. The rights and obligations of the Department of Administration and the State Auditor's Office under the Original Master Contract were transferred to the Governor's Office of Information Technology in 1999, pursuant to CRS §24-37.5-104. The rights and obligations of American Management Systems, Inc. under the Original Master Contract were transferred to CGI-AMS Inc, a Delaware corporation, as the surviving entity within the United States following the acquisition of American Management Systems, Inc. by CGI Group Inc. in May, 2004. CGI-AMS Inc. changed its name to CGI Technologies and Solutions Inc. on November 1, 2006.

C. No Further Force or Effect

This Contract amends and restates the Original Master Contract, in its entirety, and upon the Effective Date, the Original Master Contract shall be of no further force or effect.

4. RECITALS

A. Authority, Appropriation, and Approval

Authority to enter into this Contract exists in CRS §24-37.5-105. Funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Contract.

C. Purpose

The Parties hereto desire to amend and restate the Original Master Contract to provide for the update, modernization, maintenance, and hosting of the State's existing COFRS System, defined in **§5** below, in accordance with and subject to the terms and conditions set forth below. In connection therewith, the State is purchasing selected modules of CGI Advantage™ Government Enterprise Resources Planning (ERP) and certain support and hosting services as described in **§8**, and attached to and incorporated as **Exhibits A**, **B**, and **C**, and **F** to this Contract. The State may purchase additional software modules not set forth in a Statement of Work, so long as such purchases are contemplated within the scope of the Request for Information RFI-003-TK-12 dated February 12, 2012 issued by OIT. Purchases of such additional software modules shall require a formal written amendment to this Contract, in accordance with State Controller Fiscal Rules, Policies, and Guidance.

D. References

All references in this Contract to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

5. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

A. Advantage Customer Forum

"Advantage Customer Forum" means an educational and networking event for government professionals to share experiences and best practices with peers and experts from across the country.

B. Advantage Software

"Advantage Software" means CGI Advantage® 3.9 software modules, Contractor's current enterprise resource planning software, earlier versions of which were titled GFS Software.

C. Advantage Software License

"Avantage Software License" means the terms associated with the grant by Contractor to the State of the right to use of the Advantage Software, set forth in **Exhibit E**.

D. Affiliate

"Affiliate" means any entity that directly or indirectly controls, is under common control with, or is controlled by another entity. As used in this definition, "control" means actual or equitable ownership of a majority of the shares (or other securities, partnership interests or means of ownership, as the case may be) of an entity.

E. Budget

"Budget" means a set amount of Contract Funds to be paid for the Work to be performed by Contractor during any Component of this Contract, set forth in the Statement of Work applicable to such Component.

F. Bundled Software Products

"Bundled Software Products" means third party software products which are not owned by Contractor, but are required for use with COFRS II and provided by Contractor, together with any documentation and other related materials for the Bundled Software Products, pursuant to the terms of **Exhibit E**.

G. Change Order

"Change Order" means a written change to a Statement of Work, substantially in the form of **Exhibit H**, which is prepared and signed by authorized representatives of both Parties. Change Orders shall be required for any changes in milestones defined under a Work Breakdown Structure, or other changes, as long as such changes do not affect the scope of the Statement of Work, increase the maximum amount payable under the Statement of Work, or extend its final completion date.

H. COFRS System or COFRS

"COFRS System" or "COFRS" means the Colorado Financial Reporting System, including the GFS Software, Modifications, Custom Developed Software, Documentation and training materials and other related work products provided by Contractor under the Original Master Agreement. COFRS is the technical environment in which the Legacy 1st Level Support Staff interacts with the GFS Software.

I. COFRS II

"COFRS II" means the upgraded Colorado Financial Reporting System, based on the Advantage Software and Documentation provided by Contractor under the Advantage Software License, and Customizatons, Enhancements, training materals and other related Work Products provided by Contractor as set forth under **Exhibit B**.

J. Component

"Component" means a stage or phase of this Contract as more fully described in **§8.D**. Contractor's Services under this Contract shall be performed in three (3) Components.

K. Confidential Information

"Confidential Information" means State Confidential Information and Contractor Confidential Information.

L. Contingency

"Contingency" means State-provided funding within the maximum amount of the Contract, as set forth in **§9**. Contingency is available to Contractor through the Change Order process defined in **§8.E** for performance of additional Services within the existing scope of **Exhibit B**.

M. Contract

"Contract" means this Amended and Restated Contract, its terms and conditions, attached exhibits, documents incorporated by reference under the terms of this Contract, and any future modifying agreements, exhibits, attachments or references expressly incorporated herein pursuant to Colorado State law, State Controller Fiscal Rules, Policies, and Guidance.

N. Contract Funds

"Contract Funds" means funds available for payment by the State to Contractor pursuant to this Contract.

O. Contract Term

"Contract Term" means the term of this Contract, as provided in **§6**.

P. Contractor Confidential Information

"Contractor Confidential Information" means information belonging to Contractor, which has been furnished or disclosed by Contractor to the State, is in the possession of the State, and is in tangible form and marked or designated in writing in a manner to indicate it is confidential or a trade secret. Notwithstanding the foregoing, Contractor Confidential Information shall not include information which **(i)** is already known to the State without restrictions at the time of its disclosure by Contractor; **(ii)** is or subsequently becomes publicly available without breach of any obligation owed by the State to Contractor; **(iii)** is disclosed to the State, without confidentiality obligations, by a third party who has the right to disclose such information; or **(iv)** was independently developed without reliance on any Contractor Confidential Information. In no event shall any materials produced by the State be considered Contractor Confidential Information. Contractor Confidential Information shall not include information subject to disclosure pursuant to the Colorado Open Records Act, CRS §24-72-200.1, et seq.

Q. Custom Developed Software

"Custom Developed Software" means certain changes made to the GFS Software by the State or Contractor to meet the State's requirements under the Original Master Contract. The State is the owner of all Custom Developed Software. Custom Developed Software is not covered by Contractor's regular maintenances services, as described in **Exhibit A**.

R. Customization

"Customization" means any change to the logic or operation of the Advantage Software required by the State, which cannot be achieved through Contractor's configuration of the Advantage Software, created by Contractor for and built into COFRS II, as set forth in **Exhibit B**.

S. Defect

"Defect" means a reproducible material deviation of a Software Deliverable from its Specifications.

T. Deliverable

"Deliverable" means tangible or intangible outputs to be delivered by Contractor to the State pursuant to a Statement of Work, which are subject to a Final Acceptance by the State. Deliverables required to be delivered by Contractor pursuant to **Exhibit B** also shall be subject to Interim Acceptance by the State. A Deliverable may be a Written Deliverable or a Software Deliverable.

U. Documentation

"Documentation" means all Contractor provided textual material relating to the Licensed Software, Deliverables, and Services under this Contract or any Exhibit, including without limitation flow charts, operating instructions and related technical information, analyses, design documents, program specifications, programs, magnetic tapes, source coding and listings, test data test results, schedules and planning documents, training materials and end-user materials such as user manuals, forms, reports and similar documents including modifications thereto.

V. Effective Date

"Effective Date" is defined in **§2**.

W. Enhancement

"Enhancement" means a change or addition to the applicable Licensed Software which Contractor develops and makes available at no additional charge to Contractor's maintenance customers, including those changes or additions made under **Exhibits A** and **F**.

X. Evaluation

"Evaluation" means the process of examining Contractor's Work and rating it pursuant to **§23**.

Y. Exhibits and Other Attachments

"Exhibits and Other Attachments" means the following which are attached hereto and incorporated by reference herein: **Exhibit A** (COFRS Maintenance and Support Statement of Work); **Exhibit B** (COFRS II Modernization Statement of Work); **Exhibit C** (COFRS II Managed Advantage Statement of Work); **Exhibit D** (COFRS License Agreement); **Exhibit E** (COFRS II License Agreement); **Exhibit F** (COFRS II Software License Maintenance Agreement;); **Exhibit G** (Payment Milestone Schedule, Rate Card and Pricing Summary); **Exhibit H** (Form of Change Order); **Exhibit I** (HIPAA Business Associate Addendum); and any attachments to such Exhibits.

Z. Final Acceptance

"Final Acceptance" means final State approval of a Software Deliverable using the acceptance criteria and acceptance process defined in an applicable Statement of Work.

AA. Fiscal Year

"Fiscal Year" means the State's fiscal year, which begins on July 1 of each calendar year and ends on June 30 of the following calendar year.

BB. GFS Software

"GFS Software" means Release 6.0 of the Government Financial System (GFS) software, released by American Management Systems, Inc. on or about December 31, 1988, and associated Subsystems, including machine readable object code, source code, and all related Documentation, in the forms the GFS Software and Subsystems existed on December 31, 1988, as modified under the Original Master Contract. GFS Software includes Enhancements, upgrades, patches, and workarounds provided to the State by Contractor from time to time as part of maintenance support under the Original Master Contract, and Enhancements, if any, made to the GFS Software under **Exhibit A**, but specifically excludes any Custom Developed Software or Modifications. Contractor is the owner of the GFS Software.

CC. GFS Software License

"GFS Software License" means the license to use the GFS Software for a term of fifty (50) years, granted to the State by Contractor's predecessor-in-interest under the Original Master Contract and restated in **Exhibit D**.

DD. Interim Acceptance

"Interim Acceptance" means State approval of a Service performed or Deliverable delivered by Contractor pursuant to a Statement of Work using the acceptance criteria and acceptance process defined in such Statement of Work.

EE. Legacy 1st Level Support Staff

"Legacy 1st Support Staff" means State employees that perform the day-to-day production support and operations for the COFRS System, interact with COFRS as needed to perform the State's trouble and error research and fixes, interface with the State Designated Single Point of Contact if it is determined that support issues should be initiated with Contractor's Maintenance and Support Team, determine

which support issues require additional assistance from Contractor and, with the State Designated Single Point of Contract, work with Contractor to develop remediation plans for identified issues.

FF. Licensed Software

"Licensed Software" means the GFS Software and/or the Advantage Software given the context of its use, and includes Enhancements.

GG. Maintenance and Support Team

"Maintenance and Support Team" is defined in **Exhibit A**.

HH. Managed Services

"Managed Services" means managed information services, including without limitation, operations, maintenance and support of the Advantage Software by Contractor at Contractor-provided data center facilities, as more fully described in **Exhibit C**.

II. Material Breach

"Material Breach" means the failure of either Party to perform any of its obligations hereunder or under any Exhibit, in whole or in part, which if not promptly corrected would defeat the essential purpose of this Contract.

JJ. Modification

"Modification" means a change to COFRS made by the State during the Self-Maintenance Period. Modifications are not covered by Contractor's regular maintenances services, as described in **Exhibit A**.

KK. Open Source Software

"Open Source Software" means software that is available without payment of a license fee (often without any acquisition cost), is subject to a license agreement, can be freely used, modified and redistributed and provides the consumer with access to the source code.

LL. Original Master Contract

"Original Master Contract" is defined in **§3.A.**

MM. Party or Parties

"Party" means the State or Contractor and "Parties" means both the State and Contractor.

NN. Personal Identifying Information

"Personal Identifying Information" or "PII" is defined in CRS §24-72-501(2) and means information about an individual that could reasonably be used to identify that person, including but not limited to first and last name, email address, residence or other physical address, telephone number, birth date, credit card information, and social security number.

OO. Products

"Products" means tangible material, if any, used by Contractor to perform the Services hereunder.

PP. Project Plan

"Project Plan" defines the project governance, objectives, scope, timeline and roles and responsibilities for project implementation.

QQ. Review

"Review" means examining Contractor's Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in **§8, Exhibits A, B** and **C**.

RR. Self-Maintenance Period

"Self-Maintenance Period" means the portion of the term of the Original Master Contract during which the State was solely responsible for the maintenance of COFRS.

SS. Services

"Services", with respect to this Contract, means the required services to be performed by Contractor pursuant to this Contract, including maintenance services, modernization services, Managed Services and such other services as may be contemplated under this Contract as further defined under one or more Statements of Work. "Services" with respect to any Statement of Work, means the Services to be performed pursuant to such Statement of Work.

TT. Software Deliverable

"Software Deliverable" means a Deliverable comprised of operational software such as a completed system or any module, Subsystem or release.

UU. Software Incident

"Software Incident" means a deviation of Licensed Software from the Specifications for such Licensed Software identified in this Contract, any Exhibit, Statement of Work, Deliverable, or Documentation provided to the State by Contractor.

VV. Specifications

"Specifications" means the Documentation for Licensed Software or, when used in the context of a Software Deliverable, a document mutually agreed upon by the Parties that describes with particularity the functions to be performed by such Software Deliverable .

WW. State Confidential Information

"State Confidential Information" includes, but is not necessarily limited to, any non-public state records, personnel records, PII, and other information concerning individuals, but shall not include information subject to disclosure pursuant to the Colorado Open Records Act, CRS §24-72-200.1, et seq.

XX. State Controller

"State Controller" means the Colorado State Controller or an authorized designee of the Colorado State Controller.

YY. State Designated Point of Contact

"State Designated Point of Contact" means the individual serving as the sole point of communication with Contractor, identified in **§20** or as otherwise designated by the State from time to time, in a written notice delivered to Contractor in accordance with **§20**.

ZZ. State Controller Fiscal Rules, Policies, and Guidance

"State Controller Fiscal Rules, Policies, and Guidance" means regulations promulgated by the State Controller pursuant to CRS §24-30-202(13)(a) and the policies and guidances issued by the Office of the State Controller, all as currently found at http://www.colorado.gov/dpa/dfp/sco/guidance.htm and any successor URL.

AAA. Statement of Work

"Statement of Work" means a description of the Work that Contractor agrees to perform for the State and the specific terms and conditions for such Work, set forth in an Exhibit to this Contract.

BBB. Subcontractor

"Subcontractor" means any third-party engaged by Contractor to aid in performance of Contractor's obligations.

CCC. Subsystem

"Subsystem" means a subsystem included within the GFS Software License or the Advantage Software License, as set forth in **§7**.

DDD. Technical Maintenance Support

"Technical Maintenance Support" is defined in **Exhibit A**.

EEE. Warranty Period

"Warranty Period" means the time period specified under the Contract or any Exhibit which applies to a particular warranty offered.

FFF. Work

"Work" means the tasks and activities Contractor is required to perform to fulfill its obligations under this Contract and its Exhibits, including the performance of Services and delivery of Products.

GGG. Work Breakdown Structure

"Work Breakdown Structure" means the document that sets forth in detail the responsibilities of and tasks for each Party under a particular Statement of Work for non-recurring Services, which shall be attached to the applicable Statement of Work . A Work Breakdown Structure may be updated from time to time as mutually agreed by the Parties; provided, however, that any change to a milestone in the Work Breakdown Structure must be through a Change Order and any change to the scope of the Work Breakdown Structure, increase in the maximum amount payable under a Work Breakdown Structure, or extend its final completion date shall require a formal written amendment to this Contract, in accordance with State Controller Fiscal Rules, Policies, and Guidance.

HHH. Work Product

"Work Product" means the tangible or intangible results of Contractor's Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

III. Written Deliverable

"Written Deliverable" means a Deliverable that is a document, such as a report, system design or Documentation.

6. TERM AND EARLY TERMINATION

A. Contract Term-Work Commencement

The Parties' respective performances under this Contract shall commence on the Effective Date. This Contract shall terminate eleven (11) years and ten (10) months from the Effective Date unless sooner terminated or further extended as specified elsewhere herein.

B. Two Month Extension

The State, at its sole discretion and upon written notice to Contractor as provided in **§20**, may unilaterally extend the Contract Term for a period not to exceed two (2) months if the Parties are negotiating a replacement contract (and not merely seeking a term extension) at or near the end of the Contract Term. The provisions of this Contract in effect when such notice is given, including, but not limited to prices, rates, and delivery requirements, shall remain in effect during the two (2) month extension. The two (2) month extension shall immediately terminate when and if a replacement contract is approved and signed by the State Controller.

7. SOFTWARE LICENSES

A. GFS Software License

The GFS Software License granted to the State under the Original Master Contract, as amended and restated, is set forth in **Exhibit D**.

i. Cost

The cost of the GFS Software License was paid in full by the State under the Original Master Contract.

ii. Term

The term of the GFS Software License extends from February 17, 1989 through February 16, 2039 unless otherwise terminated in accordance with this Contract.

iii. Description

The GFS Software and associated Subsystems are listed in **§C** of **Exhibit D.**

B. Advantage Software License

The Advantage Software License is granted to the State in **Exhibit E**.

i. Cost

The cost of the Advantage Software License, which includes license costs for the use of Bundled Software Products, is set forth in **Attachment E.1** to **Exhibit E**.

ii. Term

The term of the Advantage Software License extends from the Effective Date and continues in perpetuity, unless otherwise terminated in accordance with this Contract

iii. Description

The Advantage Software and components are listed in **§1** of **Attachment E.1** to **Exhibit E**.

8. SCOPE OF CONTRACT

A. Completion

Contractor shall complete the Work and its other obligations as described herein and in each Exhibit on or before the date specified for the completion of such Work herein or in such Exhibit. The State shall not be liable for compensating Contractor for any Work performed prior to the Effective Date or after the termination of this Contract

B. Products and Services

Contractor shall procure Products and Services necessary to complete the Work. Such procurement shall be accomplished using the Contract Funds available and shall not increase the maximum amount payable hereunder by the State. Contractor shall not enter into separate or individual contracts for the Products

and/or Services provided under this Contract with other State agencies during the term of this Contract without the express written consent of OIT.

C. Employees

All persons employed by Contractor or Subcontractors to perform Work under this Contract shall be Contractor's or Subcontractor's employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Contract.

D. Contract Components

This Contract shall be completed in three (3) separate components as follows:

i. Component 1 – COFRS Maintenance and Support Services

a. Services

During Component 1 of the Contract, Contractor shall provide maintenance Services for the GFS Software as provided in **Exhibit A**. The State may purchase additional maintenance Services and such other Services as may be required to identify and resolve problems with the GFS Software and the COFRS System, on the terms and conditions set forth in this Contract and **Exhibit A**. The State has paid Contractor in full all fees for Updated Back Maintenance (as defined in **Exhibit A**) and FY13 maintenance, excluding Technical Maintenance Support, prior to the Effective Date pursuant to the Sixth Amendment to the Original Master Contract.

b. Term

Component 1 commenced pursuant to **§2** of this Contract and shall terminate August 31, 2014, unless otherwise terminated or extended in accordance with the terms of this Contract and **Exhibit A**.

c. Maximum Amount Payable

The maximum amount of Contract Funds payable to Contractor by the State under Component 1 is Two Million Seven Hundred Sixty-Five Thousand Four Hundred Twenty-Eight Dollars and Fifty-Three Cents (**$2,765,428.53**), as determined by the State from available funds. Payments to Contractor under Component 1 are limited to the unpaid obligated balance of such maximum amount. Upon completion of Component 1, if the aggregate payments to Contractor for Services under Component 1are less than the maximum amount of Contract Funds allocated under this paragraph, the State, in its sole discretion, may allocate all or any portion of the unexpended funds for the acquisition of additional Services under the other Contract Components, to the extent funds have been appropriated and are available for such purpose. Contract Funds transferred to another Contract Component shall be deemed to be allocated to and available for payment under such other Contract Component.

d. License

The GFS Software License granted to the State under the Original Master Contract, as amended and restated, is attached as **Exhibit D**.

e. Statement of Work

The Statement of Work for Component 1, including pricing, is set forth in **Exhibit A**.

f. Additional Work

During Component 1, the State, at its sole option, may order additional Technical Maintenance Support within the scope of **Exhibit A**, in addition to the Technical Maintenance Support set forth therein, at the additional support hourly rate specified in **§5** of **Exhibit A**. The State may exercise this option by the delivery of a signed option letter, substantially in the form of **Attachment A.1** to **Exhibit A**, prior to the date such additional Technical Maintenance Support will be required; provided, however, that if the cost of such additional support exceeds the maximum amount of Contract Funds allocated to Component 1, the addition of such support shall be made by a formal written amendment, in accordance with State Controller Fiscal Rules, Policies, and Guidance.

ii. Component 2 – COFRS Modernization

a. Services

During Component 2, Contractor shall provide to the State the Services required to install, implement, configure and test the Advantage Software and perform other Services as set forth in **Exhibit B**.

b. Term

Component 2 shall begin upon the Effective Date of this Contract, and shall terminate upon Final Acceptance of the Deliverables thereunder and completion of the Work, including post-implementation support Services, set forth in **Exhibit B**, but in no event later than ninety (90) days from Go Live Date of COFRS II, as set forth in **Exhibit B**.

c. Maximum Amount Payable

The maximum amount of Contract Funds payable to Contractor by the State under Component 2 is Twenty Eight Million Five Hundred Ninety-Four Thousand Nine Hundred Eighty-Five Dollars and Ninety-Eight Cents (**$28,594,985.98**), as determined by the State from available funds. Payments to Contractor under Component 2 are limited to the unpaid obligated balance of the maximum amount payable under Component 2. The maximum amount payable to Contractor by the State under Component 2 contains the Contingency, in the amount of One Million Nine Hundred Thousand Dollars and Zero Cents (**$1,900,000.00**) which may be used for Component II or Component III in accordance with the Change Order process defined in **§8.E**.

d. License

Contractor grants to the State a perpetual license to use the Advantage Software, pursuant to the Advantage Software License set forth in **Exhibit E**.

e. Statement of Work

The Statement of Work for Component 2, including pricing, is set forth in **Exhibit B**.

iii. Component 3 – Managed Services and Advantage Software Maintenance Services

a. Services

During Component 3 of the Contract, Contractor shall provide to the State for the Advantage Software licensed to the State under **Exhibit E**;

1. Managed Services as described in **Exhibit C**; and
2. Maintenance Services as described in **Exhibit F**.

b. Term

Component 3 shall begin upon the Effective Date of this Contract and shall continue until termination of this Contract, as provided in **§6**.

c. Maximum Amount Payable

The maximum amount of Contract Funds payable to Contractor by the State under Component 3 is Forty-Five Million Three Hundred Seventy-One Thousand Five Hundred Fourteen Dollars and Twenty-Eight Cents (**$45,371,514.28**), as determined by the State from available funds. Payments to Contractor under Component 3 are limited to the unpaid obligated balance of the maximum amount payable under Component 3.

d. Statement of Work

The Statement of Work for Component 3, including pricing, is set forth in **Exhibit C**.

E. Change Order

i. Changes to Exhibits

Either Party may propose changes to the Services under an Exhibit. Proposed changes shall be submitted in writing to the other Party for consideration of feasibility and the likely effect on the cost and schedule for performance of the Services. The process for addressing changes shall be set forth in the Project Plan provided under **Exhibit B**. The Parties shall agree upon any proposed changes, including resulting equitable adjustments to costs and schedules for the performance of the Services. The agreed changes will be set forth in one or more Change Orders, substantially in the form provided in **Exhibit H**. Changes that affect the scope of the Services under an Exhibit, increase the maximum amount payable under the Exhibit, or extend the final completion date of the Work under the Exhibit shall be made through a formal written Contract amendment, in accordance with State Controller Fiscal Rules, Policies, and Guidelines.

ii. State Delays

If the failure of the State to perform its responsibilities in a timely manner prevents Contractor from or delays Contractor in performing the Services, and Contractor can demonstrate to the State's reasonable satisfaction that the State's failure has resulted in an unavoidable increase in the cost of the Services, then Contractor shall be entitled to an equitable adjustment in the schedule for performance and the compensation otherwise payable to it under the applicable Statement(s) of Work. The Parties shall set forth the adjustment in a Change Order or Contract amendment, as applicable. If the Parties do not agree to the adjustment, Contractor may exercise any remedies available to it under this Contract.

9. PAYMENTS TO CONTRACTOR

The State, in accordance with the provisions of this **§9**, shall pay Contractor in the amounts and using the methods set forth below:

A. Maximum Amount

The maximum amount of Contract Funds payable under this Contract to Contractor by the State for all Contract Components is Seventy-Eight Million Six Hundred Thirty-One Thousand Nine Hundred Twenty-Eight Dollars and Seventy-Nine Cents ($**78,631,928.79**), as determined by the State from available funds. Payments to Contractor are limited to the unpaid obligated balance of the Contract set forth in **Exhibit G**. The maximum amount payable by the State to Contractor during each State Fiscal Year of this Contract shall be:

$17,597,482.71in FY 13
$17,907,833.86 in FY 14
$5,603,625.19 in FY 15
$4,282,122.57 in FY 16
$4,289,364.46 in FY 17
$3,864,500.00 in FY 18
$3,864,500.00 in FY 19
$3,864,500.00 in FY 20
$3,864,500.00 in FY 21
$3,864,500.00 in FY 22
$3,864,500.00 in FY 23
$3,864,500.00 in FY 24
$1,900,000.00 Contingency - Contract Term
$78,631,928.79 Maximum Payable

At the discretion of the State, amounts allocable to, but not used during any State fiscal year, may be used in a subsequent fiscal year, to the extent such amounts have been appropriated for use in such subsequent fiscal year.

B. Payment

i. Advance, Interim and Final Payments

Any advance payment allowed under this Contract or any Exhibit shall comply with State Controller Fiscal Rules, Policies, and Guidance and be made in accordance with the provisions of this Contract and such Exhibit, if applicable. Contractor shall initiate any payment requests by submitting invoices to the State in the form and manner set forth and approved by the State. Invoices shall be sent to Governor's Office of Information Technology, 601 E. 18th Avenue, Suite 250, Denver, CO, 80203. Attn: Accounting.

ii. Remittance

All payments shall be to be made payable to Contractor and paid in United States Dollars, by wire transfer of funds to an account designated by Contractor in writing or by State warrant sent to:

CGI Technologies and Solutions Inc.
c/o Bank of America
12907 Collections Center Drive
Chicago, IL 60693.

iii. Disputed Payments

The State will promptly notify Contractor of any disputed amounts contained in an invoice and will pay the undisputed portion of the invoice as set forth herein. Disputes with respect to invoiced amounts shall be resolved as required by **§17**.

iv. Interest

The State shall fully pay each uncontested invoice within forty-five (45) days of receipt thereof. Uncontested amounts not paid by the State within forty-five (45) days shall bear interest on the unpaid balance beginning on the forty-sixth (46th) day at a rate not to exceed the lesser of one (1) percent per month or the statutory rate until paid in full; provided, however, that interest shall not accrue on unpaid amounts that are subject to a good faith dispute. Contractor shall invoice the State separately for accrued interest on delinquent amounts. The billing shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

v. Available Funds – Termination

The State is prohibited by law from making commitments beyond the term of the State's current Fiscal Year. Therefore, Contractor's compensation beyond the State's current Fiscal Year is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions. If federal funds are used to fund this Contract, in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Contract shall be made only from available funds encumbered for this Contract and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. The State shall include, as a part of its annual budget request to the General Assembly, a request for an appropriation in an amount sufficient to compensate Contractor for Contractor's Services during the succeeding Fiscal Year. If State or federal funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may terminate this Contract immediately, in whole or in part, without further liability in accordance with the provisions hereof; provided, however, that if such termination by the State occurs from the Effective Date of the Contract until the financing date under **§19.C** hereof, the rights and obligations of the Parties shall be as set forth in that **§19.C**.

vi. Erroneous Payments

At the State's sole discretion, payments made to Contractor in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by Contractor, and any reasonably disputed payments made to Contractor, may be recovered from Contractor by deduction from subsequent payments under this Contract or other contracts, grants or agreements between the State and Contractor or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any party other than the State. State shall notify Contractor of its intention to deduct such amounts from subsequent payments promptly after identification of such erroneous payments.

C. Use of Funds

Contract Funds shall be used only for eligible costs identified herein and/or in a Budget.

10. REPORTING - NOTIFICATION

Reports, Evaluations, and Reviews required under this **§10** shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with **§23**, if applicable.

A. Performance, Progress, Personnel, and Funds

State shall submit a report to the Contractor upon expiration or sooner termination of this Contract, containing an Evaluation and Review of Contractor's performance and the final status of Contractor's obligations hereunder. In addition, Contractor shall comply with all reporting requirements, if any, set forth in this Contract and the Exhibits**.**

B. Litigation Reporting

Within ten (10) days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Contract or which may affect Contractor's ability to perform its obligations hereunder, Contractor shall notify the State of such action and deliver copies of such pleadings to the State's principal representative as identified herein. If the State's principal representative is not then serving, such notice and copies shall be delivered to the Chief Information Officer of OIT.

C. Noncompliance

Contractor's failure to provide reports and notify the State in a timely manner in accordance with this **§10** may result in the delay of payment of funds and/or termination as provided under this Contract.

D. Subcontracts

Contractor, with the consent of the State, may enter into one or more written subcontracts for the performance of Contractor's obligations under this Contract. Each subcontract shall comply with all applicable federal and state laws and provide that such subcontract shall be governed by the laws of the State of Colorado. Contractor shall submit a copy of each subcontract to the State prior to the effective date of such subcontract. The State shall accept or reject such subcontract within ten (10) business days of the State's receipt thereof. Failure of the State to accept a subcontract within such period shall be deemed to be a rejection thereof. Contractor shall notify the State immediately, in writing by certified mail, of any action or suit filed and prompt notice of any claim made against Contractor by any Subcontractor or vendor, which in the reasonable opinion of Contractor may result in litigation related in any way to the Contract with the State. Contractor shall notify the State in writing, in accordance with **§20**, within ten (10) days of discovering that a Subcontractor has been served with any pleading in a legal action filed with a court or administrative agency which may affect such Subcontractors ability to perform its obligation under a subcontract. Notwithstanding the preceding, this **§10.D** shall not apply to Contractor's contracts with service providers performing functions that are not specific to the State (e.g., in general support of Managed Services and Contractor's data center operations), provided however that the obligation to report litigation does apply.

11. CONTRACTOR RECORDS

A. Maintenance

Contractor shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes, and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services or Products hereunder and under each Exhibit. Contractor shall maintain such records until the last to occur of: **(i)** a period of three (3) years after the date this Contract expires or is sooner terminated, or **(ii)** final payment is made hereunder, or **(iii)** the resolution of any pending Contract matters, or **(iv)** if an audit is occurring, or Contractor has received notice that an audit is pending, until such audit has been completed and its findings have been resolved (collectively, the "Record Retention Period").

B. Inspection

Unless otherwise agreed under **Exhibit C**, Contractor shall permit the State, the federal government and any other duly authorized agent of a governmental agency who is either a State or federal auditor or an independent accounting firm, to audit, inspect, examine, excerpt, copy and/or transcribe Contractor's records related to this Contract during the Record Retention Period, defined in **§11.A** to assure compliance with the terms hereof or to evaluate performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the Contract Term, including any extensions or renewals with thirty (30) days notice, and subject to Contractor's policies and procedures regarding access to Contractor facilities. All inspection activities controlled by the State shall be performed in a manner that shall not unduly interfere with Contractor's performance hereunder. If the Work fails to conform to the requirements of this Contract which constitutes a breach of Contract, the State may require Contractor to promptly bring the Work into conformity with Contract requirements, at Contractor's sole expense, as provided in **§19**.

C. Monitoring

Unless otherwise agreed under **Exhibit C**, Contractor shall permit the State, the federal government, and governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Contractor pursuant to the terms of this Contract or any Exhibit using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Contractor's performance hereunder, and consistent with the terms of **§11.B**.

D. Final Audit Report

If a financial audit is performed on Contractor's records for any fiscal year covering a portion of the Contract Term, at the State's request Contractor shall either submit a copy of the financial audit report to the State or its principal representative at the address specified herein, or the State may obtain the most current financial audit report at: www.cgi.com. Contractor shall ensure the provisions of this paragraph apply to any subcontract related to performance under the Contract. Contractor, at Contractor's sole expense, shall reconstruct any records not preserved or retained as required by this paragraph.

12. CONFIDENTIAL INFORMATION

Contractor shall comply with and shall cause each of its Subcontractors and any other party performing Work under this Contract to comply with the provisions of this **§12** if it becomes privy to State Confidential Information in connection with its performance.

A. Confidentiality

Contractor shall keep all State Confidential Information confidential at all times and comply with all laws and regulations applicable to Contractor concerning confidentiality of information. Any request or demand by a third party for State Confidential Information in the possession of Contractor shall be immediately forwarded to the State's principal representative.

B. Notification

Contractor shall notify its agents, employees, Subcontractors and assigns who may come into contact with State Confidential Information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before permitting them to access such State Confidential Information.

C. Use, Security, and Retention

State Confidential Information of any kind shall not be distributed or sold to any third party or used by Contractor or its agents in any way, except as authorized by this Contract or approved in writing by the State. Contractor shall provide and maintain a secure environment that safeguards the State Confidential Information wherever located. State Confidential Information shall not be retained in any files or otherwise by Contractor or its agents, except as permitted in this Contract or approved in writing by the State.

D. Protection/Security

Contractor and the State shall take reasonable and appropriate steps to safeguard the unauthorized acquisition of computerized State Confidential Information regarding all persons served by the State, including the proper care, custody, use, and preservation of records, papers, files, communications, and any other such items that may reveal State Confidential Information about persons served by the State. Contractor's standard safeguarding procedures include restricting administrative access, system firewalls, performing operating system upgrades, applying security patches, performing backups, encrypting backup tape media stored in on-site and off-site vaults, and using hyper-text transfer protocol over secure socket layers (https) to transfer State data accessed over the Internet by State-authorized users. State Confidential Information about persons served by the State means Personal Identifying Informaiton as defined in **§5.NN** of this Contract. Any PII used in conjunction with any associated security code or password that would permit access to the persons financial account.

E. Security-Notice

Colorado State agencies are required to comply with the State's Cyber Security Policies. During each year of the Contract Term, at its sole cost and expense, Contractor shall cause its external auditors to perform a SSAE NO. 16 audit regarding internal controls that Contractor applies, on a common basis, to the primary hosting facility and associated activities provided to the State (the "Internal Controls Audit" pursuant to **Exhibit C**, **§II.H.2**). Contractor will notify the State within thirty (30) days of availability of the Internal Controls Audit. Due to the confidential nature of the Internal Controls Audit, Contractor and the State will mutually agree to a time and location for reviewing the Internals Control Audit. If any of the exceptions in the Internal Controls Audit cause the State to be in violation of the State's Cyber Security Policies, as such policies are current as of the Effective Date of the Contract, the State shall promptly notify the Contractor in writing of such violation, and the Contractor shall submit to the State, for the State's approval, a plan to correct such violation within thirty (30) days. If such violation is not corrected by Contractor within thirty (30) days of receipt of written notice, or if a correction cannot be completed

within thirty (30) days and Contractor has not begun to correct the violation within thirty (30) days and pursued with due diligence such correction, in accordance with a mutually agreed plan, the State may exercise any of the remedies set forth herein. Exceptions in the Internal Controls Audit causing the State to be in violation of changes to the State's Cyber Security Policies made after the Effective Date of the Contract may be subject to a Change Order or amendment. The Governor's Office of Cyber Security has promulgated the State's Cyber Security Policies pursuant to CRS §§24-37.5-401 through 406 and 8 CCR §1501-5. The Policies are posted at http://www.colorado.gov/cs/Satellite/Cyber/CISO/1207820732279.

F. Security Breach Remediation

If Contractor becomes aware of a data security breach, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, if any. Subject to any applicable limitations set forth in **§19.E**, Contractor shall be responsible for the reasonable cost of notifying each Colorado resident and residents of other states whose Personal Identifying Information (PII) may have been compromised as a result of a breach caused by Contractor's failure to comply with this **§12**. Notice shall be made as soon as possible within the legitimate needs of law enforcement and according to the requirements of the State. Contractor shall be responsible for performing an analysis to determine the cause of the breach, and for producing a remediation plan to reduce the risk of incurring a similar type of breach in the future. Contractor shall present such analysis and remediation plan to the State within ten (10) days of notifying the State of the data security breach. The State reserves the right to adjust this plan, in its sole discretion. If Contractor cannot produce the required analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis, produce a remediation plan, and Contractor shall reimburse the State for the reasonable costs thereof.

G. Disclosure-Liability

Disclosure of State records or other confidential information by Contractor for any reason may be cause for legal action by third parties against Contractor, the State or their respective agents. Contractor shall indemnify, defend, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any third party claims arising from Contractor's failure to comply with the terms of this **§12** resulting from an act or omission by Contractor, or its employees, agents, Subcontractors, or assignees. Notwithstanding any other provision of this Contract, Contractor shall be liable to the State for all consequential and incidental damages arising from third party claims arising from Contractor's failure to comply with the terms of this **§12** resulting in a data security breach. The Work under this Contract or an Exhibit may require the State to supply data to Contractor that contains PII; such disclosure of PII shall only be to the extent required for Contractor's performance of Work, as may be expressly agreed to by the Parties under the applicable Exhibit. The Parties may agree that the State will securely deliver such data directly to the facility where the data will be used to perform the Work. Contractor shall not maintain the data or forward the data to or from any other facility or location except, for the authorized and approved purposes of backup and disaster recovery. The Contractor shall ensure that the data is not retained beyond timeframes established by the State. Contractor's indemnification obligations hereunder will be subject to the State providing written notice promptly after the State becomes aware of the third party claim; provided, that the State's failure to notify Contractor shall not relieve Contractor of its indemnification obligations, except to the extent, but only to the extent, the failure or delay is prejudicial. The State shall cooperate with Contractor at Contractor's request and expense, in the defense and settlement of the claim and allow the Contractor to control the defense and settlement of the claim.

H. Personal Health Information

Personal Health Information, as defined under **Exhibit I**, is not required to be disclosed within the current scope of the Contract. To the extent the Parties agree under a Statement of Work that Contractor requires access to Personal Health Information as a Business Associate, as such term is defined by the U.S. Department of Health and Human Services, under 45 C.F.R. Part 160, the terms of **Exhibit I** shall apply.

13. CONTRACTOR CONFIDENTIAL INFORMATION

A. Use of Contractor Confidential Information

The Parties hereby agree that: (**i**) the State may use Contractor Confidential Information solely for the purposes set forth in this Contract or in any Statement of Work; (**ii**) the State shall instruct and require all of its employees, agents, and contractors who have access to Contractor Confidential Information to maintain the confidentiality thereof; (**iii**) the State shall exercise at least the same degree of care, but not less than reasonable care, to safeguard the confidentiality of Contractor Confidential Information as the State would exercise to safeguard the confidentiality of the State's own confidential property; (**iv**) the State shall not disclose Contractor Confidential Information, or any part or parts thereof, except on a "need to know" basis, to those of its employees, agents, and contractors who are bound to confidentiality obligations at least as protective of the Contractor Confidential Information as those set forth herein; and (**v**) the State may disclose Contractor Confidential Information to the extent required by a valid order by a court or other governmental body or by applicable law, provided, however, that the State will use reasonable efforts to notify the Contractor of the obligation to make such disclosure in advance of the disclosure so that the Contractor may object to such disclosure. The State agrees to undertake whatever action is reasonably necessary to remedy any breach of the State's confidentiality obligations set forth herein or in any Exhibit.

B. Protection of Licensed Software

The Licensed Software provided to the State by Contractor pursuant to this Contract is Contractor Confidential Information, which shall be held in confidence by the State in accordance with this **§13**. Contractor considers the Licensed Software to be trade secrets.

i. The State shall hold the Licensed Software in confidence at least to the extent that it protects its own similar State Confidential Information and shall take all reasonable precautions to safeguard the confidentiality of such information.

ii. The State shall not disclose, furnish, transfer or otherwise make available the Licensed Software, or any Enhancements or updates thereto, to any person except to those employees and individuals who are hired as independent contractors who need to use such information. The State agrees to take appropriate action by instruction, agreement and otherwise with its employees and such independent contractors to inform them of trade secret, proprietary, and confidential nature of the Licensed Software, and the Enhancements and updates thereto, licensed to the State under this Contract and to obtain their compliance with terms hereof, including written agreement by such independent contractors. The State shall not remove any copyright, trademark and other proprietary rights notice from Licensed Software or related materials.

14. CONFLICTS OF INTEREST

Contractor shall not engage in any business or personal activities or practices or maintain any relationships, which conflict in any way with the full performance of Contractor's obligations hereunder. Contractor acknowledges that with respect to this Contract, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations to the State hereunder. If a conflict or appearance exists, or if Contractor is uncertain whether a conflict or the appearance of a conflict of interest exists, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict constitutes a breach of this Contract.

15. GENERAL REPRESENTATIONS AND WARRANTIES

Contractor makes the following representations and warranties for the benefit of the State on the date hereof, each of which was relied upon and will be relied upon by the State in entering into this Contract.

A. Standard and Manner of Performance

Contractor shall perform its obligations hereunder in accordance with the standards of care, skill and diligence generally accepted in Contractor's industry, trade, or profession. Contractor warrants that the personnel provided under this Contract will have the skills and experience necessary to perform the Services in compliance with this Contract. If Contractor fails to provide adequately skilled personnel, the State shall promptly provide Contractor with notice when it becomes aware of such failure and setting forth in reasonable detail the nature of the failure. Contractor and the State will meet to discuss resolution,

which could include (**i**) Contractor replacing the individual within thirty (30) days, or (**ii**) Contractor developing a remediation plan, acceptable to the State, and diligently proceeding with such plan. If Contractor has not provided a replacement within thirty (30) days or the Contractor and State are not able to reach agreement on a remediation plan despite good faith efforts, the State shall be entitled to the remedies set forth in **§19**.

B. Software Deliverables Produced on a Fixed Price Basis.

Contractor warrants that, during any Warranty Period specified in **Attachment E.1** to **Exhibit E** each Software Deliverable developed on a fixed-price basis and delivered under **Exhibit B** will continue to perform the functions described in its Specifications without Defects. If a Software Deliverable contains a Defect, the State shall notify Contractor of such failure, in writing, within three (3) business days from the expiration of the Warranty Period, describing the Defect in sufficient detail to enable Contractor to recreate it. If such Defect is not cured within thirty (30) days of receipt of written notice, or if a cure cannot be completed within thirty (30) days and the breaching Party has not begun to cure within thirty (30) days and pursued with due diligence such cure in accordance with a mutually agreed plan to cure, the State may exercise any of the remedies set forth herein.

C. Software and Document Infringement Warranty

Contractor warrants that the Licensed Software and Work will not infringe any third party copyrights, patents or trade secrets in existence on the Effective Date that arise or are enforceable under the laws of the United States of America. If a third party brings an action against the State making allegations that, if true, would constitute a breach of this warranty, then Contractor shall, at its own expense, settle the claim or defend the State in such proceeding and Contractor shall pay all settlements, costs, damages and legal fees and expenses finally awarded provided that (**i**) the State provides written notice promptly after the State becomes aware of the third party claim (provided the State's failure to notify Contractor shall not relieve Contractor of its indemnification obligations except to the extent, but only to the extent, the failure or delay is prejudicial), (**ii**) the State cooperates as reasonably necessary, at Contractor's request and expense, in the defense and settlement of the claim, and allows Contractor to control the defense and settlement of the claim. The State may observe the proceeding and confer with Contractor at its own expense. If such a proceeding is brought or appears likely to be brought, in Contractor's reasonable discretion, Contractor, at its sole option and expense, either may obtain the right for the State to continue using the allegedly infringing item(s), or replace or modify the item(s) to resolve such proceeding. If neither of these alternatives is available to Contractor on commercially reasonable terms, Contractor may require the State to return the allegedly infringing item(s), in which case the State will receive a refund of the amounts paid by it for the returned item(s), amortized on a straight-line basis over a five (5) year period commencing on the date the allegedly infringing item(s) were accepted by the State. This **§15.C** states Contractor's entire obligation to the State and the State's exclusive remedy with respect to any claim of infringement; provided however, if Contractor fails to honor its obligations under this **§15.C** the State may pursue all other remedies available to it under this Contract or at law or in equity.

D. Investigation and Correction.

Contractor may investigate and correct breaches of warranty at Contractor's offices to the extent possible. Investigation to correct breaches of warranty shall be at Contractor's sole expense. If a reported breach of warranty is attributable to a cause other than a breach of the applicable Contractor warranty, as mutually agreed upon by the State and Contractor, then Contractor's investigation efforts, in situations where a material amount of time is spent, and any State-requested corrections shall be made by Contractor at the State's expense.

E. Warranty Exclusions

Contractor shall not be responsible for any breach of the foregoing warranties caused by:
(**i**) modifications made to the Work by anyone other than Contractor, or its Subcontractors working at Contractor's direction; or (**ii**) the combination, operation or use of the applicable Licensed Software, Work or Documentation with any items that Contractor did not supply to the State; or (**iii**) the State's failure to use any new or corrected versions of the Licensed Software, Work or Documentation made available to the State by Contractor; or (**iv**) Contractor's adherence to the State's specifications regarding configuration or Customization of the Software or instructions. Contractor does not warrant that the

Licensed Software, Work, or Documentation will be error-free or that its operation will be uninterrupted. Except to the extent caused by a Defect in the Licensed Software, Work, or Documentation, Contractor shall not be responsible for the results obtained by the State from use of the Licensed Software, Work, or Documentation including without limitation the completeness, accuracy and content of such results. The State shall be responsible for independent verification and testing of such results prior to using them in its business.

F. Third-Party Products.

To the extent Contractor has the legal right to do so, Contractor shall assign or pass through to the State or otherwise make available for the benefit of the State, any manufacturer's or supplier's warranty applicable to any third-party software, hardware or equipment provided by Contractor under an Exhibit, including Bundled Software Products as described under **Attachment E.1** to **Exhibit E**. Contractor does not make any warranty of any kind with respect to third-party software, hardware or equipment.

G. Legal Authority –Signatory

Each Party warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, and by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract, or any part thereof, and to bind the party to its terms. If requested by the State, Contractor shall provide the State with proof of Contractor's authority to enter into this Contract within fifteen (15) days of receiving such request.

H. Licenses, Permits, Etc.

Contractor represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have and maintain, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorizations required by law to perform its obligations hereunder Contractor warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Contract, without reimbursement by the State or other adjustment in Contract Funds. Additionally, all employees, agents, and Subcontractors of Contractor performing Services under this Contract shall hold all required licenses or certifications, if any, to perform their responsibilities. Contractor, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Contractor to properly perform the terms of this Contract is a Material Breach by Contractor and constitutes grounds for termination of this Contract.

I. Complete Warranty

THE FOREGOING WARRANTIES AND ANY EXPRESS WARRANTIES CONTAINED IN AN EXHIBIT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

16. INSURANCE

Contractor and its Subcontractors shall obtain and maintain insurance as specified in this section at all times during the Contract Term. All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Contractor and the State.

A. Contractor

i. Public Entities

If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), then Contractor shall maintain at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Contractor shall show proof of such insurance satisfactory to the State, if requested by the State. Contractor shall require each contract with a Subcontractor that is a public entity, to include the insurance requirements necessary to meet such Subcontractor's liabilities under the GIA.

ii. Non-Public Entities

If Contractor is not a "public entity" within the meaning of the GIA, Contractor shall obtain and maintain during the term of this Contract insurance coverage and policies meeting the same requirements set forth in **§16.B** with respect to Subcontractors that are not "public entities".

B. Contractors - Subcontractors

Contractor shall require each contract with Subcontractors other than those that are public entities, providing Products or Services in connection with this Contract, to include insurance requirements substantially similar to the following:

i. Worker's Compensation

Worker's Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Contractor or Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: **(a)** $1,000,000 each occurrence; **(b)** $1,000,000 general aggregate; and **(c)** $1,000,000 products and completed operations aggregate. If any aggregate limit is reduced below $1,000,000 because of claims made or paid, Subcontractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to Contractor a certificate or other document satisfactory to Contractor showing compliance with this provision.

iii. Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit.

iv. Professional Liability

The Contractor agrees to maintain in full force and effect a Professional Liability Insurance Policy in the minimum amount of $5,000,000 per occurrence and $5,000,000 in the aggregate, written on an occurrence form that provides coverage for its work undertaken pursuant to this Contract. If a policy written on an occurrence form is not commercially available, the claims-made policy shall remain in effect for the duration of this State Contract and for at least two (2) years beyond the completion and acceptance of the work under this Contract, or, alternatively, a two (2) year extended reporting period must be purchased.

v. Additional Insured

The State shall be named as additional insured on all Commercial General Liability Insurance policies (leases and construction contracts require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent) required of Contractor and any Subcontractors hereunder.

vi. Primacy of Coverage

Coverage required of Contractor and Subcontractor shall be primary over any insurance or self-insurance program carried by the State.

vii. Cancellation

Contractor shall provide notice to the State of cancellation in accordance with **§20** within seven (7) business days of Contractor's receipt of notice from its carrier, and provided Contractor has been unable to procure coverage that complies with this provision (without interruption) from another carrier.

viii. Subrogation Waiver

General Liability and Workers Compensation policies related to this contract and secured and maintained by Contractor or its Subcontractors as required herein shall include clauses stating that such carrier shall waive all rights of recovery under subrogation or otherwise against Contractor, or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

C. Certificates

Contractor and all Subcontractors shall provide certificates showing insurance coverage required hereunder to the State within seven (7) business days of the Effective Date of this Contract. Contractor and each Subcontractor shall promptly deliver to the State or Contractor certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Contract or any subcontract, Contractor and each Subcontractor shall, within ten (10) days of such request, supply to the State (or Contractor) evidence satisfactory to the State of compliance with the provisions of this **§16**.

17. DISPUTE RESOLUTION

Upon the written request of either Party, the Parties shall attempt to resolve any dispute arising under or relating to this Contract or any Exhibit through the informal means described in this **§17**. Each Party shall designate a senior management representative, who does not devote substantially all of his or her time to performance under the Contract, to represent the Party in the dispute resolution process. Each representative shall furnish to the other Party all non-privileged information with respect to the dispute that either Party believes to be appropriate and germane. The representatives shall attempt to resolve the dispute without the necessity of a formal proceeding. Neither Party shall commence a formal proceeding for the resolution of the dispute prior to the earlier to occur of: (**i**) the designated representatives conclude that resolution through continued negotiation does not appear likely; or (**ii**) thirty (30) calendar days after the delivery of the written request for dispute resolution to the non-requesting Party; provided, however, that either Party may file for the commencement of a formal proceeding prior to the occurrence of the earlier of the foregoing to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or to apply for interim or equitable relief.

18. BREACH

A. Defined

The failure of either Party to perform its obligations in all material respects hereunder or under any Exhibit, in whole or in part, constitutes of a breach. In addition, the failure of either Party to perform any of its obligations hereunder or under any Exhibit, in whole or in part, such that the failure if not promptly corrected would defeat the essential purpose of this Contract, constitutes a "Material Breach". Examples of a Material Breach include, without limitation: (**i**) the institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within twenty (20) days after the institution or occurrence thereof; (**ii**) Contractor's abandonment of work, or lack of progress in accordance with the schedule of performance due solely to Contractor's failure and which endangers timely completion of this Contract; (**iii**) Contractor's inability to correct Severity 1 – Critical Issues or Severity 2 – Serious Issues, as defined in **Exhibit C**; (**iv**) the State's inability to use the Advantage Software in production operations due to an uncured Defect; or (**v**) the State's failure to pay undisputed invoices.

B. Notice and Cure Period

In the event of a breach, or a Material Breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in **§20,** describing the particulars of the breach. If such breach is not cured within thirty (30) days of receipt of written notice, or if a cure cannot be completed within thirty (30) days and the breaching Party has not begun to cure within thirty (30) days and pursued with due diligence such cure in accordance with a mutually agreed plan to cure, the non-breaching Party may exercise any of the remedies set forth herein. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Contract in whole or in part in writing if reasonably necessary to preserve public safety or to prevent immediate public crisis.

19. REMEDIES

If Contractor breaches any of its obligations under any provision of this Contract and fails to remedy such breach following the notice and cure period set forth in **§18.B**, the State shall have all of the remedies set forth in **§19.D** in addition to all other remedies set forth in other sections of this Contract. The State may exercise any or all remedies available to it under this Contract, in its sole discretion, concurrently or consecutively, except for the remedies listed in **§19.A**. If Contractor causes a Material Breach under any provision of this Contract and fails to

remedy such breach following the notice and cure period set forth in **§18.B**, the State shall have all of the remedies listed in **§19.A** in addition to all other remedies set forth in other sections of this Contract. If the State causes a Material Breach under any provision of this Contract and fails to remedy such breach following the notice and cure period set forth in **§18.B**, Contractor shall have the right to cease its performance, terminate this Contract for cause, and recover payments in accordance with **§19.A.ii**.

A. Termination for Cause and/or Breach

The State may terminate this entire Contract or any part of this Contract for a Material Breach that has not been cured in accordance with **§18.B**. Exercise by the State of this right shall not be a breach of its obligations hereunder, and Contractor shall continue performance of this Contract to the extent not terminated, if any.

i. Obligations and Rights

To the extent specified in any termination notice due to Contractor's uncured Material Breach, Contractor shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work, Services and Products not cancelled by the termination notice and may incur obligations as are necessary to do so within the terms of this Contract. At the sole discretion of the State, Contractor shall use reasonable efforts to assign to the State all of Contractor's right, title, and interest under such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest. All materials owned by the State in the possession of Contractor shall be immediately returned to the State. All Work Product, at the option of the State, shall be delivered by Contractor to the State and shall become the State's property subject to the terms of **§§ 19** and **21**.

ii. Payments

The State shall pay Contractor for (**i**) any undisputed past due amounts (**ii**) accepted performance and Deliverables in accordance with the applicable payment schedule under a Statement of Work, and (**iii**) all Work Product in progress which the State has determined is of value and has requested Contractor to deliver as part of termination wind down activities. If, after termination by the State, it is determined that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Contract had been terminated in the public interest, as described in **§19.B**.

iii. Damages and Withholding

Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Contract by Contractor and the State may, with written notice to Contractor, withhold any payment to Contractor for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Contractor is determined. The State may withhold any amount that may be due Contractor as the State deems necessary to protect the State against loss, including loss as a result of outstanding liens, claims of former lien holders, or for the excess costs incurred in procuring similar goods or services as a result of Contractor's breach. Contractor shall be liable for damages due to the State for excess costs incurred by the State in procuring from third parties replacement Work or Services as cover as a result of Contractor's breach; provided, however, the State has taken steps to mitigate such excess costs consistent with the State of Colorado procurement rules, the third party scope of work and services are substantially the same as the Work and Services terminated under this Contract, and such excess costs are subject to the limits set forth in **§19.E**.

B. Early Termination in the Public Interest

The State is entering into this Contract for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or Courts. If this Contract ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Contract in whole or in part with ninety (90) days written notice, or in the event the State requests that Contractor provide disengagement services under **Exhibit C**, one hundred eighty (180) days notice in order to allow

Contractor to complete the performance of such disengagement services as provided for under **Exhibit C**. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This subsection shall not apply to a termination of this Contract by the State for cause or breach by Contractor, which shall be governed by **§19.A** or as otherwise specifically provided for herein.

i. Method and Content

The State shall notify Contractor of such termination in accordance with **§20**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract.

ii. Obligations and Rights

Upon receipt of a termination notice, Contractor shall be subject to and comply with the same obligations and rights set forth in **§19.A.i**.

iii. Payments

If this Contract is terminated by the State pursuant to this **§19.B**, Contractor shall be paid for (**a**) any past due amounts, (**b**) accepted Deliverables in accordance with the applicable payment schedule under a Statement of Work, (**c**) all Work in progress performed in accordance with the Statement of Work on a time and materials basis in accordance with the rates set forth in **Exhibit G**, (**d**) any contractual withholding, and (**e**) any Termination for Convenience Fees as set forth in **Exhibit C**; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

C. Contingencies and Contractor's Right to Terminate

i. Contractor has agreed to commence performance of COFRS II while the State continues to address actions as necessary to attempt to secure authorization to finance COFRS II or otherwise to make available funds for project performance.

ii. It is expressly understood by the parties that Contractor shall have the right to terminate its performance should any of the following events occur:

a. The State does not request commitment from the Joint Budget Committee (JBC) to take Financing Authorization Actions (as defined below) as soon as practicable on or after November 6, 2012;

b. The JBC does not approve or otherwise commit to take Financing Authorization Actions;

c. The State does not draft and submit, on or before March 15, 2013, the necessary documents to request the Financing Authorization Actions from the General Assembly during the 2013 regular session of the Colorado General Assembly convening in January 2013 and continuing through May 2013;

d. The General Assembly does not complete favorable action on the Financing Authorization Actions during the 2013 regular session of the General Assembly;

e. Upon approval by or authorization of the General Assembly, the State has failed to secure, on or before May 15, 2013, financing sufficient to pay amounts payable for COFRS II through (**i**) lease purchase financing, whether from Contractor or a third party; (**ii**) financing from the State of Colorado in such form as is agreeable to the State Treasurer (e.g., Treasury Loan Pool Authority); or (**iii**) other financing methods mutually agreeable to the Parties; and/or

f. The State, having secured financing as provided by **§19.C.ii.e**, or otherwise, fails to make timely payment to Contractor for accrued and unpaid amounts earned by the State's acceptance of Deliverables as provided in **Exhibit G** as of the financing date.

iii. Upon the occurrence of any of the events described in **§19.C.ii**, Contractor, upon giving written notice to the State of not less than seven (7) calendar days, may terminate its project Contract performance under **Exhibit B** and **Exhibit C**.

iv. Following the date seven (7) calendar days after delivery of such notice, Contractor may suspend or stop work on the COFRS II. Contractor will inform the State of the extent to which performance is completed and will take steps to wind down work in progress in an orderly fashion following the notice period.

v. In the event the Contractor terminates its work on COFRS II , in accordance with this provision, the State shall exhaust the current available appropriation from the Capital Construction Fund Appropriation for COFRS II of $4,804,000 to pay the following costs as described in **§19.C.v.a** through **§19.C.v.e** ("Termination Costs") and shall use best efforts to pay any Termination Costs in

excess of such current available appropriation from a current appropriation request and/or existing future appropriations including, but not limited to, the Capital Construction Fund Appropriation for COFRS II (up to the currently appropriated $8,626,790 and the scheduled future requests of $33,871,320) and the related Operating Budget Appropriation in the Long Bill. The State's available appropriation from the Capital Construction Fund Appropriation for COFRS II is $4,804,000 and will be supplemented by any additional appropriated funds made available up to the earned value per **Table G3** in **Exhibit G** at the date of payment.

a. Any undisputed past due amounts for this Contract;

b. Any amounts unpaid for accepted deliverables in accordance with the applicable payment schedule under the Statement of Work;

c. All work in progress up to the date of termination performed in accordance with the Statement of Work, in amounts determined on a "time and materials" basis using rates in **Exhibit G**;

d. Any contractual withholding on previously accepted Deliverables; and

e. Any Special Termination Fees, as set forth in **Exhibit C.**

Notwithstanding the foregoing, in no event shall the sum of any and all Termination Costs under this clause exceed the maximum amount payable to Contractor under the Contract.

vi. In the event that the Contractor terminates its work on COFRS II in accordance with this **§19.C**, and funds have not been appropriated or are not available, then Contractor shall take back any Deliverables for which the State has not yet paid, terminate any Services being supplied to the State under this Contract, and cancel the license for COFRS II. Contractor may seek payment from the State for any amounts provided in items **§19.C.v** that are not paid, in which case Contractor shall prepare a written claim ("Termination Claim") for presentation to the State for payment of the Termination Costs described above. The Termination Claim shall be presented to the State with reasonable documentation to support and substantiate claimed costs.

vii. To the extent such Termination Claim cannot be fully paid by the current appropriation from the Capital Construction Fund Appropriation for COFRS II of $4,804,000, the State shall make best efforts to obtain authorization for payment of such Termination Claim amounts by the General Assembly within thirty (30) days of presentation as may be extended upon mutual agreement of the parties. If for any reason the State's efforts fail to obtain such authorization, Contractor may seek payment from the State through actions at law or equity for any amounts in **§19.C.v** that are not paid.

viii. For purposes of this clause, "Financing Authorization Actions" are defined to include

a. **Special Bill** – Pass and enact a special bill providing authorization for lease purchase or Treasury pool loan authority to finance an amount at least equal to the sum of (**1**) total Component II Fees in **Table G4** in **Exhibit G** and (**2**) total fees for years 1 and 2 for Component III in **Table G5** in **Exhibit G** and (**3**) less the amounts paid from available appropriation (collectively "Financed Amount");

b. **Supplemental Appropriation** – Pass and enact a supplemental appropriation that specifically authorizes lease purchase financing of the Financed Amount; and

c. **Add On to Fiscal Year 2012-13 Long Bill -** Pass and enact an add on to Fiscal Year 2012-13 Long Bill that specifically authorizes lease purchase financing of the Financed Amount.

D. Remedies Not Involving Termination

The State, in its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

i. Suspend Performance

Suspend Contractor's performance with respect to the non-recurring Services portion of this Contract pending necessary corrective action as specified by the State without entitling Contractor to an adjustment in price/cost or performance schedule. Contractor shall promptly cease performance and incurring costs in accordance with the State's directive and the State shall not be liable for costs incurred by Contractor after the suspension of performance under this provision.

ii. Withhold Payment

Withhold payment to Contractor until corrections in Contractor's performance are satisfactorily made and completed.

iii. Deny Payment

Deny payment for those obligations not performed that due to Contractor's actions or inactions cannot be performed or, if performed, would be of no value to the State; provided, that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.

iv. Removal

Notwithstanding any other provision herein, the State may demand immediate removal of any of Contractor's employees, agents, or Subcontractors whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Contract is deemed to be contrary to the public interest or the State's best interest.

E. Limitation of Liability

i. Limitations

If the State should become entitled to claim damages from Contractor for breach of contract or breach of warranty, Contractor's liability to the State for breach of Contractor's obligations under this Contract, or otherwise arising out of or related to Contractor's performance under the Contract, shall be limited to actual direct damages. Damages arising under Exhibits or Statements of Work under this Contract shall be subject to the following additional limits, in the aggregate, for all claims made with respect to a Statement of Work, or Exhibit; provided, however, Contractor's total liability under the Contract, in the aggregate of all claims, and whether or not made with respect to a Statement of Work or Exhibit, shall not exceed the total amounts payable under the Contract:

a. For breaches of the Contractor's obligations under **Exhibit A and Exhibit D** during any Annual Maintenance Period, an amount not to exceed the aggregate amount payable to Contractor under **Exhibit A** during such Annual Maintenance Period;

b. For breaches of Contractor's obligations under **Exhibit B**, an amount not to exceed the aggregate amount payable to Contractor under **Exhibit B**;

c. For breaches of Contractor's obligations under **Exhibit C** during any Annual Maintenance Period, an amount not to exceed the aggregate amount payable to Contractor during such Annual Maintenance Period; or

d. For breaches of Contractor's obligations under **Exhibit E**, the license fees paid by the State under **Exhibit E**; and

e. For breaches of Contractor's obligations under **Exhibit F**, during any Annual Maintenance Period, an amount not to exceed the aggregate amount payable to Contractor during such Annual Maintenance Period.

For purposes of this **§19.E**, "Annual Maintenance Period" means a term of Services defined in the applicable Statement of Work (e.g., **Exhibits A, C** and **F**) corresponding to the State's fiscal year.

ii. No Liability for Certain Damages

Except for Contractor's indemnification obligations with respect to third party claims against the State under **§12** (Confidential Information), **§15.C** (Software and Document Infringement) and **§24.F** (Indemnification), in no event will Contractor be liable for any indirect, incidental, special or consequential damages, even if Contractor has been advised of the possibility of such damages.

20. NOTICES AND REPRESENTATIVES

A. Notices

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or

persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

State:

Todd Olson, CFO
Governor's Office of Information Technology
601 East 18th Avenue, Suite 250
Denver, CO 80203
OITContracts@state.co.us

Contractor:

CGI Technologies and Solutions Inc.
Attn: Office of General Counsel
11325 Random Hills Road, 8th Floor
Fairfax, Virginia 22030
Fax: (703) 267-7228

B. Designated Single Point of Contact

The State Designated Single Point of Contact for OIT is:

Demetrius Minos (COFRS II Project Manager)
Demi.Minos@state.co.us
303.764.7957

If the State Designated Single Point of Contact is replaced, the State shall promptly notify Contractor in writing pursuant to **§20.A** above, setting forth the name and contact information of the replacement Designated Single Point of Contact.

C. Escalation Contacts

i. State

Unless different contacts are named in an Exhibit, concerns or issues associated with this Contract or an Exhibit should be escalated to:

Todd Olson
Chief Financial Officer
todd.olson@state.co.us
303.764.7723

If the State's escalation contact is replaced, the State shall promptly notify Contractor in writing pursuant to **§20.A** above, setting forth the name and contact information of the replacement escalation contact.

ii. Contractor

Unless different contacts are named in an Exhibit, concerns or issues associated with an Exhibit should be escalated to any one of the following:

Yvette Turner
Director
Yvette.turner@cgi.com
916.830.1167

Heidi Green
Vice President
Heidi.Green@cgi.com
916.830.1167

If any of Contractor's escalation contacts is replaced, Contractor shall promptly notify the State in writing pursuant to **§20.A** above, setting forth the name and contact information of the replacement escalation contact.

21. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

A. State Materials

Any Custom Developed Software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, or materials provided by the State to Contractor for the performance of Contractor's obligations under this Contract shall remain the exclusive property of the State. The State grants Contractor during the Contract Term a limited right to use such State-provided materials in the performance of its obligations under the Contract; Contractor shall not use, willingly allow, cause or permit such State-provided materials to be used for any purpose other than the performance of Contractor's obligations hereunder without the prior written consent of the State.

B. Contractor Property

Contractor retains all right and title to any Licensed Software, pre-existing Contractor materials, third-party materials, Open Source software, and derivatives thereof, delivered by Contractor under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable ("Contractor Property"). Contractor Property will be licensed to the State as set forth in a license agreement: (**i**) entered into as **Exhibits D** and **E** to this Contract, or (**ii**) obtained by the State from the applicable third party vendor, or (**iii**) in the case of Open Source software, the license terms set forth in the applicable Open Source license agreement.

C. Work Products

i. Work Products for COFRS

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Contractor in the performance of its obligations under **Exhibit A** shall be the exclusive property of the State and, all Work Product shall be delivered to the State by Contractor upon completion or termination hereof, and provided the State has met its payment obligations with respect to such performance. The State's exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Contractor shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Contractor's obligations hereunder without the prior written consent of the State.

ii. Work Products for COFRS II

Contractor will own all intellectual property rights, title and interest in and to all Work Products first developed by it under the Contract, excluding Work Product described in **§21.C.i**. Subject to payment in full by the State of all amounts owed to Contractor under the applicable Services Exhibit, Contractor grants to the State an irrevocable, nonexclusive, royalty-free right and license to use, execute, reproduce, modify and create derivative works from such Work Products for the State's own internal use. For avoidance of doubt, such license includes delivery of the source code version of Customizations.

D. Reservation of Rights

Neither party will be prevented from using ideas, concepts, expressions, know-how, skills and experience possessed by it prior to, or developed or learned by it in the course of, performance under the Contract.

E. Source Code

Upon payment in full for any Software License fees payable under **Exhibit E**, Contractor shall deliver to an OIT representative designated by OIT a copy of the then-current Advantage Software source code for safekeeping. During the term of **Exhibit C**, at the State's written request, but no more frequently than annually except when an upgrade release occurs, Contractor shall deliver to such designated State representative, at no additional charge to the State, source code for the then-current version of Advantage Software, incorporating applicable Customizations, Hot Fix (patches) and Patch Sets, as defined under **Exhibit C**. At no time shall the State be authorized to use, copy, disclose, or distribute the Advantage Software source code provided by CGI solely for safekeeping purposes; provided, however, in the event Contractor ceases to operate as a business, the State is hereby granted a limited license to access and use the Advantage Software source code solely for purposes of maintaining the Advantage Software, in a manner consistent with the terms of the underlying Advantage Software License. Use of the Advantage Software source code by the State prior to the time Contractor ceases to operate in the ordinary course of business is prohibited.

22. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Governmental Immunity Act, CRS §24-10-101, et seq., and the risk management statutes, CRS §24-30-1501, et seq., as amended.

23. STATEWIDE CONTRACT MANAGEMENT SYSTEM

A. Application

If the maximum amount payable to Contractor under this Contract is $100,000 or greater, either on the Effective Date or at anytime thereafter, this **§23** applies.

B. Agreement

Contractor agrees to be governed, and to abide, by the provisions of CRS §§24-102-205, 24-102-206, 24-103-601, and 24-103.5-101 concerning the monitoring of vendor performance on state contracts and inclusion of contract performance information in a statewide contract management system.

C. Evaluation and Review

Contractor's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Contract, State law, including CRS §24-103.5-101, and State Controller Fiscal Rules, Policies, and Guidance. Evaluation and Review of Contractor's performance shall be part of the normal contract administration process and Contractor's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Contractor's obligations under this Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Contractor's obligations. Such performance information shall be entered into the statewide Contract Management System at the following reporting intervals and a final Evaluation, Review and Rating shall be rendered within thirty (30) days of the end of the Contract Term. The State shall also complete an annual assessment of Contractor's performance, but such assessment shall not be entered into the statewide Contract Management System.

- **i.** Completion of COFRS maintenance and support Services under **Exhibit A**;
- **ii.** Ninety (90) days following COFRS II Go Live Date for Services performed under **Exhibit B**; and,
- **iii.** Five (5) years following COFRS II Go Live Date for Services performed under **Exhibit C**.

D. Notification

i. Evaluation and Review

Contractor shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain Work progress. Should the final performance Evaluation and Review determine that Contractor demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel & Administration (Executive Director), upon request by OIT, and showing of good cause, may debar Contractor and prohibit Contractor from bidding on future contracts.

ii. Rebuttal/Protest and Appeal

Contractor may contest the final Evaluation, Review and rating by: **(a)** filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or **(b)** under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor, by the Executive Director, upon showing of good cause.

24. GENERAL PROVISIONS

A. Assignment and Subcontracts

Contractor's rights and obligations hereunder are personal and may not be transferred, assigned or subcontracted without the prior, written consent of the State. Any attempt at assignment, transfer, subcontracting without such consent shall be void. All assignments, subcontracts, or Subcontractors approved by the State are subject to all of the provisions hereof given the context of the services to be

performed by the Subcontractor. Notwithstanding the preceding, Contractor may assign Contractor's right to receive monies under this Contract by notifying Client in writing thirty (30) days before such assignment would be effective. Contractor shall be solely responsible for all aspects of subcontracting arrangements and performance. Service providers used by Contractor in the provision of Managed Services who are not solely dedicated to Contractor's performance under this Contract, including without limitation, janitorial service providers, and telecommunications providers, will not require such consent.

B. Binding Effect

Except as otherwise provided in **§24.A**, all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. Captions

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

D. Counterparts

This Contract may be executed in multiple identical original counterparts, all of which shall constitute one (1) agreement.

E. Entire Understanding

This Contract represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

F. Indemnification

Except for breach for contract and breach of warranty included in **§19.E**, Contractor shall indemnify, defend, save, and hold harmless the State, its employees and agents, against any and all damages, liability and court awards including costs, expenses, and permitted attorney fees and related costs, incurred as a result of any claims arising from death, injury to persons, or damage to real or tangible property caused by a negligent act or omission by Contractor, or its employees, agents, Subcontractors, or assignees in the performance of this Contract; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 USC §2671 et seq., as applicable, as now or hereafter amended. Contractor's indemnification obligations for any third party claims will be subject to the State providing written notice promptly after the State becomes aware of the third party claim, provided the State's failure to notify Contractor shall not relieve Contractor of its indemnification obligations except to the extent, but only to the extent, the failure or delay is prejudicial. The State shall cooperate with Contractor, at Contractor's request and expense, in the defense and settlement of the claim, and allow the Contractor to control the defense and settlement of the claim.

G. Jurisdiction and Venue

All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

H. Modification

i. By the Parties

Except as specifically provided in this Contract, modifications of this Contract shall not be effective unless agreed to in writing by the Parties in an amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law, State Controller Fiscal Rules, Policies, and Guidance. Modifications permitted under this Contract, other than Contract amendments, shall conform with the Policies of the Office of the State Controller, including, but not limited to, the policy entitled MODIFICATIONS OF CONTRACTS - TOOLS AND FORMS.

ii. By Operation of Law

This Contract is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification shall

automatically be incorporated into and be part of this Contract on the effective date of such change, as if fully set forth herein; provided, however, if the State decides to implement such modification and such modification reasonably impacts Contractor's performance of Services hereunder, the Parties will negotiate in good faith an equitable adjustment in the scope, schedule or fees payable hereunder, and the adjustment shall be documented in an amendment to the Contract.

I. Order of Precedence

The provisions of this Contract shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Contract and its exhibits and attachments, including, but not limited to, those provided by Contractor, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- **i.** Colorado Special Provisions,
- **ii.** The provisions of the main body of this Contract;
- **iii.** **Exhibits D** (COFRS Software License) and **A** (COFRS Maintenance and Support), solely with respect to Component 1 of the Contract;
- **iv.** **Exhibits E** (COFRS II Software License) and **B** (COFRS II Modernization Statement of Work), solely with respect to Component 2 of the Contract; and
- **v.** **Exhibit C** (COFRS II Managed Advantage Statement of Work), and **F** (COFRS II License Maintenance Agreement) solely with respect to Component 3 of the Contract.

J. Severability

Provided this Contract can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform their obligations under this Contract in accordance with its intent.

K. Survival of Certain Contract Terms

Notwithstanding anything herein to the contrary, provisions of this Contract requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Contractor fails to perform or comply as required. The State's license rights to the Licensed Software shall survive the termination of this Contract in accordance with their respective terms; unless Contractor terminates the Contract in accordance with **§19**, due to the State's Material Breach related to the Licensed Software.

L. Taxes

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services are rendered to benefit the State; provided however, that certain political subdivisions (e.g., the City and County of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Contractor shall be solely liable for paying such taxes as the State is prohibited from paying or reimbursing Contractor for such taxes.

M. Third Party Beneficiaries

Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract, and do not create any rights for such third parties.

N. Waiver

Waiver of any breach under a term, provision, or requirement of this Contract, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement. All waivers under this Contract shall be in writing.

O. CORA Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-200.1, et seq.

P. Export Control

The Parties shall comply fully with all relevant export laws and regulations of the United States to ensure that no information or technical data provided pursuant to the Contract is exported or re-exported directly or indirectly in violation of law.

Q. UCITA

Notwithstanding anything to the contrary herein, the provisions of the Uniform Computer Information Transaction Act (UCITA) as set forth in any statute of any state, or as may be amended or modified, applicable as of the effective date of the Contract or thereafter, shall not apply to this Contract**.**

R. Force Majeure

Neither Party shall be liable for any damages resulting from delays or failure in performance under the Contract caused by acts or conditions beyond its reasonable control, without its fault or negligence, which could not have reasonably foreseen or prevented by reasonable precautions. Such acts or conditions (each a "Force Majeure") shall include, but not be limited to: acts of God or of the public enemy; civil war; insurrections or riots; acts of war; acts of government; acts of terrorism; fires; floods; storms; explosions; earthquakes or accidents; unusually severe weather; epidemics or public health restrictions; general strikes or labor troubles causing cessation, slowdown or interruption of work; failures or fluctuations in electrical power or utilities; and other similar events, or any event referred to above preventing a Party from performing its obligations under this Contract. In the event of a Force Majeure, (**i**) the Party experiencing the Force Majeure shall exercise due diligence in endeavoring to overcome any Force Majeure impediments to its performance and shall provide prompt notice to the other Party of the Force Majeure; and (**ii**) the time for performance shall be extended by a period equal to the delay caused by the Force Majeure, but in no event will such extension exceed ninety (90) days without mutual agreement of the Parties.

S. Nonsolicitation

Neither Party involved in the performance of a Statement of Work shall directly solicit for employment or employ any employee of the other Party (or any of its Affiliates) who performed Services under a Statement of Work for a period of twelve (12) months following the completion or termination of such Statement Work, without the written consent of the other Party; provided, however, that this **§24.S** shall not apply to a general employment solicitation conducted by the State in accordance with State personnel rules, or conducted by Contractor in the course of a general employment solicitation.

25. COLORADO SPECIAL PROVISIONS

These Special Provisions apply to all Contracts except where noted in italics.

A. CONTROLLER'S APPROVAL. CRS §24-30-202 (1).

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee.

B. FUND AVAILABILITY. CRS §24-30-202(5.5).

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 USC §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

D. INDEPENDENT CONTRACTOR

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set

forth herein. Contractor shall **(i)** provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, **(ii)** provide proof thereof when requested by the State, and **(iii)** be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW.

Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Contract, to the extent capable of execution.

G. BINDING ARBITRATION PROHIBITED.

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Contract or incorporated herein by reference shall be null and void.

H. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

J. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.

Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action.

K. PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor **(a)** shall not use

E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Contract is being performed, **(b)** shall notify the Subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, **(c)** shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and **(d)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the State program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101.

Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she **(i)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(ii)** shall comply with the provisions of CRS §24-76.5-101 et seq., and **(iii)** has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this Contract.

SPs Effective 1/1/09

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26. SIGNATURE PAGE
Contract Routing Number

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

*** Persons signing for the Parties hereby swear and affirm that they are authorized to act on the Parties' behalf and acknowledge that the Parties are relying on the representations to that effect.**

CONTRACTOR **CGI Technologies and Solutions Inc.,** successor in interest to American Management Systems, Inc. By: Yvette Turner, Director of Consulting Services By:_____ Yvette Turner, Director Date: 9/27/12	**STATE OF COLORADO** **John W. Hickenlooper, GOVERNOR** **Governor's Office of Information Technology** Kristen Russell, Secretary of Technology an State Chief Information Officer By:_____ Todd Olson, Chief Financial Officer Date: 9/28/12
	LEGAL REVIEW **John W. Suthers, Attorney General** By:_____ Signature – Assistant Attorney General Date:_____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
David J. McDermott, CPA

By: David J McDermott

Date: 9-28-12

EXHIBIT A – COFRS MAINTENANCE AND SUPPORT STATEMENT OF WORK

1. DEFINITIONS

The following terms as used in this Statement of Work shall be considered and interpreted as set forth below. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Contract.

A. COFRS Startup/Transition

Means the initial phase of this Statement of Work, during which Contractor will identify and analyze the Modifications the State has made to the COFRS System.

B. Maintenance and Support Team

Means Contractor's employees that will perform the Services and the Work set forth in this Statement of Work. The Maintenance and Support Team shall be comprised of the Contractor personnel set forth in **§3.F** below. The Maintenance and Support Team shall be led by the Contractor Maintenance and Support contact as specified in **§3.F** below, who shall be responsible for directing the Services being provided to the State.

C. Initial Term

Means the initial term of this **Exhibit A** as provided in **§2.A** below.

D. Maintenance Period

Means the initial maintenance period and each renewal maintenance period, if any, as specified in **§2.B** of this Statement of Work. The initial Maintenance Period and each renewal Maintenance Period, if any, will be a period of twelve (12) months.

E. Maintenance Services

Means maintenance provided by Contractor to the GFS Software, including but not limited to, patches, updates, and other maintenance necessary to maintain the GFS Software, as set forth in Contractor's Standard Maintenance Plan.

F. Off-Site Support Model

Means Maintenance Services and Technical Maintenance Support provided from an off-site location.

G. Renewal Term

Means a renewal of the Initial Term or any Renewal Term of this **Exhibit A**.

H. Remote Access COFRS Environment

Means the COFRS System environment that resides on the State's infrastructure and shall be accessed remotely by Contractor, which will allow Contractor and the State to resolve and trouble shoot problems, recreate support incidents, and perform fixes and testing associated with the COFRS System.

I. Statement of Work Effective Date

Means the Effective Date of the Contract; provided that for the purposes of Work performed under the Sixth Amendment of the Original Master Contract prior to the Contract Effective Date, the Effective Date for this Statement of Work shall be July 1, 2012.

J. Services

Means the required Services to be performed by Contractor pursuant to this Statement of Work and includes Maintenance Services and Technical Maintenance Support.

K. Service Funds

Means a portion of the Contract Funds available for payment by the State to Contractor pursuant to this Statement of Work.

L. Severity Level

Means Contractor's assessment of the degree of impact of an issue to the State, which prioritizes Contractor's resolution of the issue.

M. Standard Maintenance Plan

Means the maintenance plan for the GFS Licensed Software provided by Contractor to the State as reflected by this Statement of Work.

N. Technical Maintenance Support

Means support services provided by Contractor's Maintenance and Support Team, on a monthly basis, during the term of this Statement of Work, for the purpose of identifying problems with the State's current COFRS System and, if requested, making changes to the GFS Software in order to

comply with legislative changes or other changes required by law, so that the COFRS System can be maintained through routine Maintenance Services. Technical Maintenance Support is described in **§3.D** below

O. Updated Back Maintenance

Means the costs related to Contractor Maintenance Services during the Self-Maintenance Period, which the State and Contractor have agreed will enable Contractor to provide future Maintenance Services successfully under this Statement of Work.

2. SERVICE TERM

A. Maintenance Period-Work Commencement

The Parties entered into this Statement of Work pursuant to the Sixth Amendment to the Original Master Contract. The Parties' respective performances under this Statement of Work commenced on the Statement of Work Effective Date. The Work under this Statement of Work shall terminate on **June 30, 2014**, unless sooner terminated or further extended as specified in the Contract.

B. State's Option to Extend

The State may require continued performance of Maintenance Services under this **Exhibit A** for up to three (3) renewal Terms of one (1) year each beyond the Initial Term of this **Exhibit A** the same rates and same terms specified herein. If the State exercises an option, it shall provide written notice to Contractor at least thirty (30) days prior to the end of the Initial Term or Renewal Term in form substantially equivalent to **Attachment A.1**, specifying the length of the Renewal Term. If exercised, the provisions of the Option Letter shall become part of and be incorporated into the Contract and this **Exhibit A**.

C. Two Month Extension

The State, at its sole discretion and upon written notice to Contractor as provided in **§20**, may unilaterally extend the Service Term of this **Exhibit A** for a period not to exceed two (2) months if it is determined that the State needs the Services described in this **Exhibit A** to ensure acceptable closure of the State's Fiscal Year in COFRS. The provisions of this Contract in effect when such notice is given, including, but not limited to prices, rates, and delivery requirements, shall remain in effect during the two (2) month extension, provided however, fees for the two (2) month extension will be on a prorated basis calculated using the annual fees for Maintenance Services for the Fiscal Year under which the extension falls plus two (2) months of the monthly service fee from **Table G2** of **Exhibit G**. The extension shall immediately terminate upon the earlier of the end of the second month or when acceptable closure of the State's Fiscal Year in COFRS is concluded.

D. State's Option to Order Additional Work

The State, at its sole discretion, may order additional technical maintenance support services within the scope of this Service Exhibit, in addition to the Technical Maintenance Support , at the additional support services hourly rate specified in **§5** below. The State may exercise this option by the delivery of signed option letter, substantially in the form of **Attachment A.1**, at least 30 days prior to date such additional technical maintenance support services will be required.

3. STATEMENT OF WORK

A. Completion

Contractor shall perform the Work and its other obligations as described herein until **June 30, 2014**. The State shall not be liable to compensate Contractor for any Work performed prior to the Statement of Work Effective Date or after the termination of this Statement of Work.

B. Products and Services

Contractor shall procure Products and Services necessary to perform the Work under this Statement of Work. Such procurement shall be accomplished using the Service Funds set forth in **§5** of this Statement of Work and shall not increase the maximum amount payable hereunder by the State.

C. Employees

All persons employed by Contractor or Subcontractors to perform Work under this Statement of Work shall be Contractor's or Subcontractors' employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Statement of Work.

D. Services to be Performed and Schedule of Performance

Commencing on the Statement of Work Effective Date, Contractor shall provide to the State:

i. Standard Maintenance Services for the GFS Software, including patches, updates, and other maintenance necessary to update and maintain the GFS Software, as set forth in Contractor's Standard Maintenance Plan. Contractor shall provide Maintenance Services for the GFS Software during the entire term of this Statement of Work.

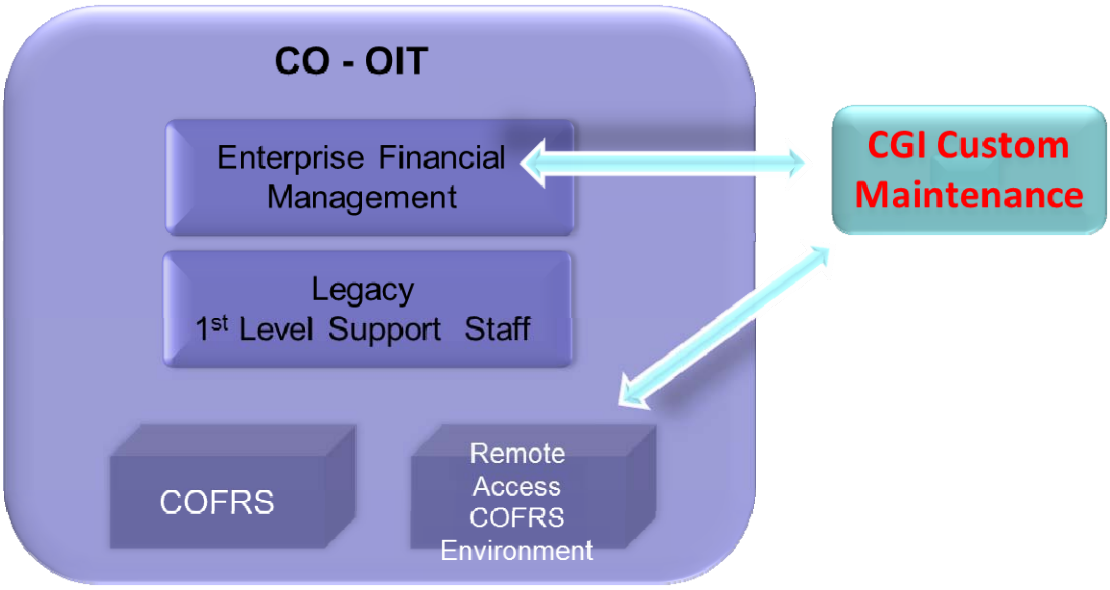
ii. Provide Technical Maintenance Support to the State.

(1) During the COFRS Startup and Transition phases of this Statement of Work, as described in **§3.E** below , the Technical Maintenance Support provided by Contractor shall include identifying and analyzing the Modifications and extra modules the State created for and built into the COFRS System during the Self-Maintenance Period, identifying and analyzing problems with the COFRS System, and proposing plans for and estimating the hours necessary to remediate the problems identified. Technical Maintenance Support provided during the Startup and Transition phases of this Statement of Work shall be performed on-site at a location designated by OIT.

(2) Following completion of the COFRS Startup and Transition phases, Contractor shall provide Technical Maintenance Support to the State during the Steady State phase, which shall include Modifications and Enhancements to the COFRS System and remediation services that will enable the State to maintain the COFRS System solely through standard Maintenance Services as provided in the Standard Maintenance Plan. Prior to undertaking any Modifications, Enhancements, or remediation with respect to the COFRS System, Contractor shall submit a written proposal to the State, which shall describe in detail the Enhancement,Modification, or remediation to be performed and include a written estimate of the number of hours of Technical Maintenance Support that will be required for such Work. In the event the number of hours required for such Work will exceed Contractor's original estimate, Contractor shall provide the State with a revised written estimate of the number of hours that will be required. Technical Maintenance Support provided during the Steady State phase shall be performed off-site.

iii. Contractor shall provide Services under this Statement of Work, as follows:

(1) Contractor shall provide Services for the COFRS System pursuant to the support model provided in Diagram -1 below.



(2) Under this support model, OIT will setup and provide secure access for Contractor to the Replicated COFRS Environment, titled "Replicated COFRS" in Diagram-1 above. This Statement of Work does not change the current support and operations

the Legacy 1st Level Support Staff provides to the COFRS System prior to the Statement of Work Effective Date.

(3) The State Designated Single Point of Contact shall be the sole source of contact for communications to and from Contractor. The State Designated Single Point of Contact shall be responsible for:

(a) Determining which issues require escalation to Contractor for Technical Maintenance Support,

(b) Interfacing with the Contractor Maintenance & Support team to communicate Technical Maintenance Support issues, status, and final disposition,

(c) Determining how Enhancement requests made by the State will be handled, and

(d) Directing the Contractor's Maintenance & Support Team regarding how Technical Maintenance Support hours will be allocated and used during each month.

(e) Determining the priority for resolution of requests with the same security levels.

(4) Contractor's Maintenance & Support Team shall:

(a) Respond to State initiated requests for Technical Maintenance Support as defined below.

(b) Provide the following Technical Maintenance Support for the COFRS System:

(i) perform problem and error diagnosis,
(ii) fix and document identified and resulting COFRS System defects,
(iii) perform testing within the Replicated COFRS Environment,
(iv) develop and document Enhancements, and
(v) provide general assistance for technical or business issues.

(c) Assign a Severity Level to issues identified within the COFRS Replicated Environment, within one (1) hour of identification, according to the following table. Severity Levels shall apply to all issues identified in connection with Technical Maintenance Support.

Severity Level	Definition	Response Time
1 - Critical	A problem with the COFRS System causing critical impact to the State's business operation. No workaround is immediately available and work using the COFRS System cannot continue.	15 minutes
2 - Serious	A problem with the COFRS System causing significant impact to the State's business operation. A workaround is available but is unacceptable on a long term basis.	2 hours
3 - Moderate	A problem with the COFRS System that impairs some functionality, but a practical workaround exists.	2 hours
4 - Minor	A problem that does not affect any functionality of the COFRS System.	2 hours

(d) Respond to the State's request for Technical Maintenance Support within the response time applicable to the severity level of the request and provide an estimated resolution timeframe.

(e) Track number of hours of Technical Maintenance Support provided by Contractor's Maintenance & Support Team in each month and credit them against the Technical Maintenance Support allocated for each month.

(f) For Enhancement requests, provide estimated levels of effort to the State Designated Single Point of Contact and request approval to begin working on these requests.

(g) Provide monthly written reports to the State Designated Single Point of Contact within ten (10) days of the end of each month of the term of this Statement of Work, identifying the Technical Maintenance Support performed during the month, including a listing of issues by Severity Level, the person providing such Services, the number of hours spent on each activity and a detailed description of the Service performed.

(h) Hold a monthly meeting with the State, at the State's discretion and at a location determined by the State, to review monthly reporting and support activities.

(5) Provide 2,000 hours of Technical Maintenance Support for the COFRS System on an annual basis. Technical Maintenance Support will be allocated by the State on a monthly basis as needed, in the sole discretion of the State, but shall be payable in equal monthly installments, as set forth in **§C.8**, regardless of the number of Technical Maintenance Support hours provided by Contractor during any month.

(6) Membership to the CGI Advantage User Group ("User Group"). Membership provides the option to participate in various User Group activities such as the annual Advantage Customer Forum (CGI Forum), regional User Group meetings and voting for the User Group Steering Committee that works closely with Contractor on a variety of client issues and concerns. Membership also provides each site the option of proposing a candidate for election to the User Group Steering Committee.

iv. Additional Technical Maintenance Support, as directed by the State Designated Single Point of Contact. If the State requires additional Technical Maintenance Support in addition to the defined and allotted 2,000 support hours, the State shall order such additional Services through an Option Letter, substantially in the form of **Attachment A.1**, in accordance with **§2.C** of this Statement of Work, at the additional support services hourly rate specified in **§5** below.

E. Schedule for performance of Work under this Statement of Work

Contractor shall work with OIT to implement the support model according to the major phases of activity listed in the table below. The phases of activity are for planning purposes only and may be altered as necessary, in writing, by mutual agreement of the State Designated Single Point of Contact and Contractor's Maintenance & Support Team; provided, however, that if any Modification increases the maximum aggregate amount payable under this Statement of Work or extends the time for completion of all of Contractor's Work under this Statement of Work, such Modification shall be made in a formal written amendment to this Statement of Work in accordance with State Controller Fiscal Rules, Policies and, Guidance.

Phase of Activity	Description	Duration	Responsibilities
Start-up	• Conduct a kick-off meeting at a time and place determined by the State. • Joint determination of agenda and specific COFRS Startup/Transition items.	**3-5 weeks**	**The State:** • Provide Contractor designated staff workspace. • Assign senior level COFRS System State designated staff to the phase. • Setup of Replicated COFRS Environment.

	• Begin knowledge sharing and transition of the COFRS Replicated Environment, application, and documentation. • Setup and test access to the COFRS Replicated Environment and COFRS System. • Setup and test remote access to COFRS Replicated Environment. • Review COFRS Replicated Environment configurations. • Begin review of existing COFRS System documentation. • Review COFRS System Enhancement list.		• Prepare COFRS System documentation and make available to Contractor designated staff for review and approval. • Prepare for and conduct knowledge sharing sessions with Contractor designated staff. **Contractor:** • Two (2) Contractor staff on-site for 2 weeks following creation of the Replicated COFRS Environment. • Prepare for and facilitate kick-off meeting at the State designated location within the first month after the Statement of Work Effective Date. • Participation in knowledge sharing sessions with State designated staff. • Participation in testing of COFRS System environmental and application access. • Review COFRS System documentation and Enhancement list.
Transition	• Setup Contractor Technical Maintenance Support model to accommodate the State's support requests. • Document and review the Technical Maintenance Support operational and governance structure. • Conduct Technical Maintenance Support prototype and walkthrough session with State designated staff. • Begin response to production level issues logged by the State Designated Single Point of Contact. • Continue knowledge sharing of the COFRS System. • Gradual movement to the Off-Site Support	**4 weeks**	**The State:** • Participate in support prototyping and walkthrough session. • As needed log COFRS System issues to initiate Contractor Technical Maintenance Support. • Prepare for and conduct knowledge sharing sessions with Contractor designated staff. **Contractor:** • One (1) Technical Maintenance Support lead on-site for 4 weeks. • Initial setup of COFRS System Off-Site Support Model for the State. • Provide documentation to and review with the State the Technical Maintenance Support operational and governance structure. • Prepare for and conduct prototype and walkthrough session. • Perform resolution of COFRS System issues as logged by the State. • Participation in knowledge sharing sessions with State designated staff.

	Model.		
Steady State	• Full Off-Site Support Model support. • Hold monthly on-site status meeting (at the State's discretion and at the location specified by the State). • Respond to additional work items as requested by the State.	**On-going**	**The State:** • As needed log COFRS System issues to initiate Contractor Technical Maintenance Support. • Respond in a timely manner to Contractor requests for information related to COFRS System logged issues. • Conduct testing and validation of COFRS System Contractor suggested fixes. • Application of Contractor suggested fixes to the COFRS System. • Participate in monthly status meetings. • Initiate and approve additional work items, if any, above and beyond the monthly allocated Technical Maintenance Support hours. **Contractor:** • Support staff involved in COFRS Startup/Transition provide on-going support to the State as initiated by State Designated Single Point of Contact. • Provide monthly report of Technical Maintenance Support hours utilized, identifying each of the Contractor personnel providing Services, setting forth in detail the matters on which each individual worked, and a detailed description of the Work performed. • Conducts monthly on-site status meetings (at the State's discretion and at a location determined by the State). • Provide work estimates for Technical Maintenance Support in excess of the annually allotted 2,000 hours during any Fiscal Year of the State, as requested by the State. • Complete and obtain approval for additional work items.

F. Escalation Contacts

Concerns or issues associated with this Statement of Work shall be escalated to any one of the following Contractor contacts:

The CGI Client Services Group
Mark Ross
Director

Mark.Ross@cgi.com
703.267.8068

Jeff Snyder
Director
Jeffrey.Snyder@cgi.com
925.818.5790

Heidi Green
Vice President
Heidi.Green@cgi.com
916.830.1167

If any of Contractor's Escalation Contacts is replaced, Contractor shall promptly notify the State in writing of such replacement as provided in **§20** of the Contract.

4. GFS SUPPORTED SOFTWARE

Maintenance Services and Technical Maintenance Support under this Statement of Work shall be provided with respect to the following Licensed Software:

Government Financial System (GFS) CICS/VSAM Version
Fixed Assets
Job Cost Accounting
Cost Allocation
Extended Purchasing
Inventory Control
Investment Inventory
Advanced Budget Preparation
Debt Management
Federal Aid (FHWA Project) Billing and Accounting
Labor Data Collection

5. PRICING FOR SERVICES

The rates contained in this **§5** shall include all fees, costs and expenses, including, but not limited to, labor costs, travel expenses, parts, service, repair, removal, replacement, mileage charges, supplies, mailing charges, installation, testing, communications, order and order tracking, reporting, debugging, analysis, delivery charges and other direct or indirect expenses of the Contractor and shall remain fixed through the term of this Statement of Work, including any options exercised by the State, except where specifically stated otherwise.

Maintenance Services Pricing		
Date Due	**Amount**	**Item**
7/1/2012	$556,426.00	Updated Back Maintenance Services
7/1/2012	$125,116.48	FY 13 Maintenance Services
7/1/2013	$131,372.30	FY 14 Maintenance Services
7/1/2014	$137,940.92	FY 15 Maintenance Services (Optional)
7/1/2015	$144,837.97	FY 16 Maintenance Services (Optional)
7/1/2016	$152,079.86	FY 17 Maintenance Services (Optional)

Prices for Maintenance Services shall remain fixed for the term of this Statement of Work including extensions.

Technical Maintenance Support and COFRS Startup/Transition Pricing		
Date Due	**Amount**	**Item**
7/1/2012	$153,732.00	COFRS Startup/Transition Phases
7/1/2012 & monthly thereafter through June 1, 2014	$22,732.05/month	COFRS System Technical Maintenance Support for the COFRS System not to exceed 2,000 hours per year

Prices for Technical Maintenance Support shall remain firm through June 30, 2014. If the State exercises its option to extend Technical Maintenance Support beyond June 30, 2014, then prior to the commencement of any renewal term, Contractor may seek a price increase for the monthly Technical Maintenance Support (2,000 hours annually), not to exceed 5% of the then current price, for such renewal term, by submitting detailed written justification to the State, pursuant to **§20** of the Contract. Any request for increase must be submitted no less than twenty (20) days prior to the effective date of the renewal term and must be accompanied by the above-described justification. If an increase if requested and justification is deemed acceptable, such increase shall be set forth in a formal contract amendment, in accordance with State Controller Fiscal Rules, Policies, and Guidance. If an increase is requested and justification is not deemed acceptable by the State, or the State is unable to appropriate and encumber the additional cost increase, an increase of less than 5% may be negotiated by the Contractor and the State. In the event the negotiations do not result in any agreement between both Parties, the Contract may be cancelled with no penalty to the State.

The hourly rate for additional technical maintenance support services in excess of the defined and allotted 2,000 support hours is $200.00 per hour during the term of this Statement of Work and shall not be subject to increase.

6. PAYMENTS TO CONTRACTOR

The State shall pay Contractor in the amounts set forth below:

A. Maximum Amount

The maximum amount payable under this Statement of Work to Contractor by the State is Two Million Seven Hundred Sixty-Five Thousand Four Hundred Twenty-Eight Dollars and 53/100 (**$2,765,428.53**), as determined by the State from available funds. Payments to Contractor are limited to the unpaid obligated balance of the Service Funds set forth in **§5** above Other than Technical Maintenance Support which are payable in FY13, and assuming that amounts payable under Amendment 6 of the Original Contract have been paid, no amounts shall be payable during the first fiscal year of this Statement of Work. The maximum amount payable by the State to Contractor during each State Fiscal Year under this Statement of Work shall be:

$1,108,059.08 in FY 13
$404,156.90 in FY 14
$410,725.52 in FY 15 (Optional year 1)
$417,622.57 in FY 16 (Optional year 2)
$424,864.46 in FY 17 (Optional year 3)

ATTACHMENT A.1 FORM OF OPTION LETTER

Date:	Original Contract CMS #:	Option Letter #	CMS Routing #

1) **OPTIONS:** Choose applicable options allowed in the Contract listed in **§1** and in **§2** and delete the rest.
   a. Option to renew only *(for an additional term)*
   b. Level of service change within current term

2) **REQUIRED PROVISIONS**. All Option Letters shall contain the appropriate provisions set forth below:
   a. **For use with all Options 1(a):** In accordance with **§2** of **Exhibit A** to the Contract, routing number , between the State of Colorado, the Governor's Office of Information Technology (the State or OIT), and CGI Technologies Solutions Inc. (CGI), the State hereby exercises its option for an additional term beginning **Insert start date** and ending on **Insert ending date** at a cost/price specified in **§5**.

   b. **For use with all Options 1(b):** The amount of the current Fiscal Year contract value is increased/decreased by **$amount of change** to a new contract value of **$Insert New Amt** to as consideration for services ordered under **Exhibit A** to the contract for the current fiscal year **indicate Fiscal Year**. The first sentence in **§6.A** of **Exhibit A** is hereby modified accordingly. The total Service Exhibit value including all previous amendments, option letters, etc. is **$Insert New Amt**.

Effective Date. The effective date of this Option Letter is upon approval of the State Controller.

STATE OF COLORADO
John W. Hickenlooper, GOVERNOR
Governor's Office of Information Technology
Kristin Russell, Secretary of Technology and State Chief Information Officer

By:_____
Todd Olson, Chief Financial Officer

Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
David J. McDermott, CPA

By:_____
Date:_____

EXHIBIT B – COFRS II MODERNIZATION STATEMENT OF WORK

A. GENERAL TERMS FOR MODERNIZATION SERVICES

1. Definitions

Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to the in the Contract. The following terms as used herein shall be considered and interpreted as set forth below.

1.1. Attachments

"Attachments" to this **Exhibit B** means the following which are attached hereto and incorporated by reference herein: **Attachment B.1** (Work Breakdown Structure); **Attachment B.2** (Deliverable Definition Document); **Attachment B.3** (Component 2 Pricing Breakdown); **Attachment B.4** (Current Inbound and Outbound COFRS Interfaces), **Attachment B.5** (Current COFRS Reports); **Attachment B.6** (Current COFRS Tables); **Attachment B.7** (COFRS II Project Context Diagram).

The Work Breakdown Structure includes the tasks, beginning and end dates, durations, and responsibility of each party for each activity in the Statement of Work. Each task in the Work Breakdown Structure uses the same paragraph number of the Statement of Work as a cross reference.

The Parties will prepare a Deliverable Expectation Document (DED) for each deliverable in the Statement of Work prior to beginning work on each deliverable. The DED will include specific tasks related to each deliverable. The Project Plan is a living document that describes the project roadmap, organization and governance as well as defines the deliverable review process.

1.2. Change Control Process

"Change Control Process" means the process to identify and track changes in scope or schedule.

1.3. Contractor's Team

"Contractor's Team" means Contractor's employees that will perform the Services and the Work set forth in this Statement of Work. Contractor's Team shall be comprised of Contractor and permitted subcontractors. Contractor's Team shall be led by the Contractor contact as specified in the Project Plan described above, who shall be responsible for directing the Services and Work being provided to the State.

1.4. Customization

"Customization" as used in this **Exhibit B** has the same meaning ascribed to the term "Customization" in the Contract.

1.5. End User Training

"End User Training" means the instruction of how to use COFRS II to State departments and agencies for production use.

1.6. Go Live Date

"Go Live Date" means July 1, 2014 the beginning of fiscal year 2015 and is the date in which COFRS II will be brought live in the State's production operations. From an operational perspective, the actual go live date will be mutually agreed upon by the Parties and may not occur on July 1, 2014.

1.7. Project

"Project" means the Services CGI will deliver to the State for the purpose of upgrading the COFRS System as described herein.

1.8. Project Teams

"Project Teams" mean both of Contractor's Team and State's Team.

1.9. Service Funds

"Service Funds" means the Contract Funds allocated to **Exhibit B** under the Contract.

1.10. State's Team

"State's Team" means the State's employees and shall include State employees on the project team, and will be led by the State's Project Manager and will be responsible for completing the State's tasks in **Exhibits B** and **C**.

2. Term

2.1. Work Commencement

The Parties' respective performances under this Statement of Work shall begin on the Effective Date of the Contract. The Work under this Statement of Work shall terminate September 30, 2014, unless sooner terminated or further extended by Contract amendment.

3. Statement of Work

3.1. Completion

Contractor shall complete the Work and its other obligations described herein in accordance with the terms of this Statement of Work and the Contract, unless the term is extended pursuant to **§A.2** above. The State shall not be liable to compensate Contractor for any Work performed prior to the Effective Date or after the termination of this Statement of Work.

3.2. Pricing for Services

The rates contained in **Attachment B.3** of this Statement of Work shall include all fees, costs and expenses, including, but not limited to, labor costs, travel expenses, parts, service, repair, removal, replacement, mileage charges, supplies, mailing charges, installation, testing, communications, order and order tracking, reporting, debugging, analysis, delivery charges and other direct or indirect expenses of the Contractor and shall remain fixed through the term of this Statement of Work.

3.3. Statement of Work Fees

This Statement of Work shall be performed on a fixed-price basis.

4. Payments to Contractor

The State shall pay the Contractor in accordance with the provisions of **§9** of the Contract, The maximum amount payable under this Statement of Work to Contractor by the State is Twenty-Eight Million Five Hundred Ninety-Four Thousand Nine Hundred Ninety-Eight Dollars and Eighty-Six Cents (**$28,594,985.98**), as determined by the State from available funds. The maximum amount may be increased by the State to the extent that there are remaining unspent funds from Component 1 – COFRS Maintenance and Support Services as provided in **§8.D.i.c** of the Contract. Payments to Contractor are limited to the unpaid obligated balance of the Service Funds allocated to this Statement of Work.

5. Acceptance

Acceptance of Deliverables will be conducted in accordance with the following procedures.

5.1. Written Deliverables

Contractor may submit interim drafts of a Written Deliverable to the State for review. The State agrees to review and provide comments to Contractor on each interim draft and final version within the number of days specified in the Deliverable Expectation Document (the "Acceptance Period").

The State agrees to notify Contractor in writing by the end of the Acceptance Period either stating that the Written Deliverable is accepted in the form delivered by Contractor or describing in reasonable detail any material deviations from the description of the Written Deliverable contained in the Statement of Work that must be corrected prior to acceptance of the Written Deliverable. If Contractor does not receive any such deficiency notice from the State by the end of the Acceptance Period, the Written Deliverable will be deemed to be accepted. If the State delivers to Contractor a timely notice of any deficiencies within the timeframe set forth in **§C.1.1.1.1.e** (Deliverable Review Cycle) of this Statement of Work Contractor will correct the described deficiencies within a reasonable period of time provided that this reasonable time period does not affect the Go-Live Date. Contractor's correction efforts will be made at no additional charge if the Written Deliverable is being developed under a fixed-price Statement of Work. If the Written Deliverable is being developed on a time and materials basis, Contractor's correction efforts will be made on a time and materials basis. Upon receipt of a corrected Written Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed ten (10) business days, to review the corrected Written Deliverable to confirm that the identified and agreed-upon deficiencies have been corrected. The State will not unreasonably withhold, delay or condition its approval of a final Written Deliverable.

5.2. Software Deliverables

Acceptance testing is an iterative process designed to determine whether the Software Deliverable performs the functions described in its approved Specifications and to discover and remove Nonconformities through repeated testing cycles. "Nonconformity" means a Defect in a Software Deliverable that represents a Critical Issue or Serious Issue as defined in **Exhibit C** to the Contract. At least forty-five (45) days prior to the date on which Contractor is scheduled to deliver any Software Deliverable to the State the State will deliver for Contractor's review proposed testing procedures for the Software Deliverable, including without limitation the detailed test scripts, test cases, test data and expected results. At least thirty (30) days prior to the date on which Contractor is scheduled to deliver the Software Deliverable to the State, the parties will agree upon the testing procedures for the Software Deliverable (the "Acceptance Tests" or "Acceptance Testing").

a. The "Acceptance Test Period" for each Software Deliverable will be thirty (30) days. The Acceptance Test Period for each Software Deliverable will begin when Contractor has completed and delivered the Software Deliverable to the State's designated site, successfully completed Contractor's installation test and notified the State that the Software Deliverable is "Ready for Acceptance Testing."

b. The State will start to perform Acceptance Testing on each Software Deliverable promptly after receiving Contractor's notice that the Software Deliverable is ready for Acceptance Testing. State's Acceptance Testing will consist of executing test scripts from the Acceptance Tests during the Acceptance Test Period. If the State determines during the Acceptance Test Period that the Software Deliverable contains a Defect, the State will send Contractor a written notice Reporting the alleged Defect, promptly, but in any event

within ten (10) days of identification of the Defect. A Defect will be considered "Reported" only if it is described to Contractor in sufficient detail to allow Contractor to recreate it. If the Defect constitutes a Nonconformity, the Contractor will modify the Software Deliverable to remove any Reported Nonconformity and will work diligently to provide the modifications to the State for re-testing promptly after receiving notice from the State. The State will then re-test the modified portions of the Software Deliverable promptly after receiving the modifications from Contractor. If the State identifies the same Nonconformity, the Contractor shall promptly fix the Nonconformity. Correction efforts will be based on the priorities for correction of Nonconformities established by the State and Contractor relative to the Go-Live Date.

c. Contractor and the State each agrees to work diligently to achieve acceptance of Software Deliverables at the earliest possible date, and the State will work diligently to put the Software Deliverable in live production operations following acceptance.

d. Contractor's modifications made pursuant to **§A.5.2.6** will be made at no additional charge if the Software Deliverable is being developed under a fixed-price Statement of Work. If the Software Deliverable is being developed on a time and materials basis, Contractor's modifications made pursuant to this Section will be made on a time and materials basis.

5.3. Interim Acceptance

Following Acceptance Testing of COFRS II being implemented under this **Exhibit B**, "Interim Acceptance" will take place when any one of the following events occurs: (**i**) the State gives Contractor written notice of acceptance; (**ii**) the State first uses COFRS II or any substantial portion of it in live production operations; (**iii**) the Acceptance Test Period expires without the State having Reported Nonconformities; or (**iv**) the re-testing period expires without the State having Reported any remaining Nonconformities. For avoidance of doubt, successful completion of Acceptance Testing in accordance with this Section is in addition to, and not in lieu of, the activities agreed to under **Exhibit B** that result in the decision to Go Live with COFRS II.

5.4. COFRS II Final Acceptance

"COFRS II Final Acceptance" of COFRS II under this **Exhibit B** will take place on the earlier of:

(**i**) when all Critical Issues (as defined in **Exhibit C**) Reported during the forty-five (45) day period immediately following first production use of COFRS II have been corrected;

(**ii**) the State gives Contractor written notice of COFRS II Final Acceptance;

(**iii**) the forty-five (45) day post-production period expires without the State having Reported Critical Issues; or

(**iv**) the expiration of the forty-five (45) day period immediately following first production use; provided however, CGI has delivered a remediation plan for any identified Critical Issues remaining open at the end of such forty-five (45) day period for transitioning these Critical Issues to Managed Services under **Exhibit C** for resolution.

Notwithstanding the foregoing, COFRS II Final Acceptance may be delayed by the State in the event a Material Issue, as determined by the State in its reasonable discretion, is discovered by the State within the forty-five (45) day post production period prior to Final Acceptance. For the purposes of the foregoing, "Material Issue" means an unforeseen or otherwise undetected problem which significantly limits the State's use of COFRS II , and may be caused by undocumented requirements, self-manifesting, or other unforeseen needs previously undetected during the testing phases discussed in this **Exhibit B** and which require

solution refinement either immediately if such Material Issue is transactional in nature and materially and immediately impacts the State's ability to conduct its normal business operations, or later if the Material Issue is reporting in nature and does not materially and immediately impact the State's ability to conduct its normal business operations. Upon discovery of such a Material Issue, the State shall notify CGI pursuant to **§20** of the Contract requesting a plan for resolution. Upon notification by the State describing such Material Issue, CGI shall deliver a plan within ten (10) business days to remediate the Material Issue, which shall include but not be limited to, identification of the remedy process (i.e., use of the Change Order, Contract amendment process in accordance with State Controller Fiscal Rules, Policies and Guidance, or other available contractual remedy under the Contract) based on the nature and severity of the Material Issue and the proposed remediation plan. In the event CGI fails to deliver a plan to remediate such a Material Issue, the State may, in its reasonable discretion, withhold Final Acceptance until CGI delivers a plan to remediate the Material Issue. For avoidance of doubt, the State shall not further delay Final Acceptance once CGI delivers a plan to remediate the identified Material Issue.

5.5. Unacceptable Deliverables

If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Contractor to take necessary action to ensure that future performance conforms to Contract requirements and exercise the remedies available under this Contract, at law or in equity, in lieu of or in conjunction with such corrective measures.

6. Retainage

After the State has secured the balance of funding as set forth in **§19.C** of the Contract and has paid for earned Deliverables, the State shall start withholding ten percent (10%) of the amount shown to be due to Contractor on any invoice for Services under **Exhibit B**, COFRS II, excluding project management, training, and post-implementation support activities, until all Services required to complete the Work described therein have been completed. Fifty (50) percent of all previously withheld amounts will be released upon Interim Acceptance of COFRS II, and the remainder will be released upon Final Acceptance of COFRS II as set forth above in **§A.5.4**. The withheld percentage of each invoice shall be retained as provided in this Contract or as otherwise provided by law. This provision shall not apply to invoiced amounts representing fees for Services or license fees provided under **Exhibits A, C, D, E and F**.

B. SCOPE OF MODERNIZATION SERVICES

1. Primary Objectives

The primary objectives of the Project are:

- Mitigate the critical risks inherent with running the twenty year old legacy COFRS system;
- Elimination of customizations associated with the COFRS system;
- Achieve the Go Live Date;
- Use best practices inherent in COFRS II;
- Adopt business process that align with the baseline version of COFRS II wherever feasible; and
- Focus on streamlining current COFRS business processes.
- Implementation of COFRS II will not adversely impact the State's current COFRS environment.

The initial Go Live Date scope will focus on tasks necessary to replace COFRS as well as tasks to implement modules included in the core ERP system, including Vendor Self Service, Performance Budgeting, and Grants Lifecycle Management -Grantee. Subsequent phases will consider additional functionality and the related business process reengineering activities that may become desired by the State but not necessary to replace the legacy COFRS system.

2. Scope

The responsibilities, duration, start dates, and finish dates for all the tasks in this Statement of Work are included in **Attachment B.1**. CGI and the State will upgrade the COFRS software components to the corresponding COFRS II modules as summarized below.

COFRS Component	COFRS II Module
Chart of Accounts	CGI Advantage® Financial Management – Base System
General Ledger	CGI Advantage® Financial Management – Base System
Budget ledger, controls & fund management	CGI Advantage® Financial Management – Base System
Accounts Payable (standard and Extended Purchasing System modules)	CGI Advantage® Financial Management System – Base System CGI Advantage® Procurement Professional
1099	CGI Advantage® Third Party Toolset Bundle
Accounts Receivable & Revenue Recognition Automation	CGI Advantage® Financial Management – Base System
Vendor Offset	CGI Advantage® Financial Management – Base System
Projects & Grants Accounting	CGI Advantage® Financial Management – Cost Accounting (Project and Grants Accounting)
Labor Data Collection & Allocation	CGI Advantage® Financial Management – Base System CGI Advantage Financial Management – Cost Accounting
Treasury Accounting	CGI Advantage® Financial Management – Treasury Accounting
Inventory Management	CGI Advantage® Financial Management - Inventory Management
Fixed Asset Management	CGI Advantage® Financial Management – Asset Management
Data Export to a data warehouse for reporting	CGI Advantage® infoAdvantage
Security	CGI Advantage® Administration

COFRS II is the basis for the Project and includes the following modules to be completed in the following sequence:

Date	COFRS II Module	Description

Start: 9/4/2012 Go Live Date: 7/1/2014	CGI Advantage Financial Management – Base System	CGI Advantage Financial Management is a true fund based accounting system that provides organization-wide accountability through consistent accounting rules across all financial transactions. Its integrated functionality, workflow and configurable processes supports unique government needs including: • Multiple budget sources • Multi-year budgeting and funding control • Variable funding control structures • Encumbrance and pre-encumbrance accounting • Roll-ups for Comprehensive Annual Financial Statements • Flexible government chart of accounts attributes
	CGI Advantage Procurement Professional	CGI Advantage Procurement manages the purchasing lifecycle—automating purchases online through catalog-based ordering and automating workflow on approved processes. Its integration with the CGI Advantage Financial Management provides real-time budget validation, and automated matching and payment processing for goods or services received and accepted. With an end-to-end business process for professionals, vendors, and shoppers, CGI Advantage Procurement helps clients achieve their goals for efficiency and accountability.
	CGI Advantage Financial Management – Cost Accounting	CGI Advantage provides advanced functionality to meet government cost accounting requirements related to both internal and external funding sources. CGI Advantage Cost Accounting provides the functionality to manage and promptly request reimbursement for grant and project costs. The act of charging costs to a project/grant is as simple as entering the project/grant code within the accounting section of the transaction. CGI Advantage provides a single source of truth for projects/grants and provides the ability to track project costs and funding allocations real time at a granular level.
	CGI Advantage Financial Management – Asset Management	CGI Advantage Asset Management provides a comprehensive asset management toolset to manage and control fixed assets throughout their lifecycle. CGI Advantage Asset Management conforms to GAAP for fixed asset accounting, and supports summary and detailed financial reporting of fixed assets as mandated by GASB34, GASB42 and GASB44. Asset management functionality is seamlessly integrated with the CGI Advantage accounting functions to: • Verify that asset classification codes are consistent with those in the general ledger • Facilitate the creation of asset documents at the time of purchase and receipt
	CGI Advantage Financial Management – Inventory	Integrated with CGI Advantage Procurement and Financial

	Management	Management, CGI Advantage Inventory Management minimizes inventory investments by basing purchasing decisions on inventory usage history. Transactions such as Purchase Requisitions, Purchase Orders, and Receiver documents automatically update the inventory warehouse on a real-time basis whereas CGI Advantage Inventory Management adjusts inventory counts, prices, unit costs, and extended costs accordingly. CGI Advantage Inventory efficiently manages inventory by reducing manual actions and providing information to aid inventory reconciliation. CGI Advantage Inventory: • Provides information on the availability of stocked items and the status of stocked requisitions • Facilitates timely requisition processing • Records and services backorders automatically • Minimizes inventory investments consistent with service objectives by basing purchasing decisions on usage history • Provides automated tools to assist servicing, purchasing, and management of the inventory • Improves financial control of the inventory by chargebacks to the user organization • Facilitates financial control of the inventory by periodic reconciliation of the inventory balances with the physical counts. Integrates with bar coding applications or other technologies to facilitate inventory management.
	CGI Advantage Financial Management – Treasury Accounting	CGI Advantage Treasury Accounting records investment earnings and automatically allocates and distributes to the participating funds based on their average daily equity positions relative to the pool. Total interest revenue earned and collected is kept for each pool, which can be used to monitor returns and to compare earnings with actual collections.
	CGI Advantage Vendor Self Service	CGI Advantage Vendor Self Service (VSS) delivers a secure, online environment for efficiently managing vendor information, supporting the solicitation and evaluation process, submitting online invoices and providing a status on the complete procure-to-pay cycle. The result is a significant reduction in data entry, reconciliation, printing and mailing costs, as well as a broader vendor community to better leverage buying power while leveling the playing field for all vendors. CGI Advantage Vendor Self Service streamlines vendor information management by shifting the ownership of many day-to-day tasks to the vendor. This approach reduces a government's administrative support requirements while

		retaining full authority over the review and approval of vendor account information. CGI Advantage VSS: • Reduces administrative support requirements for vendor information • Increases information accuracy • Reduces printing and mailing costs • Provides easy access to business opportunities for registered users and the general public • Simplifies invoice creation while retaining review and approval authority • Reduces help desk support requirements through access to financial and other transaction history
	CGI Advantage Performance Budgeting	Designed to support the unique business of government, the web-based CGI Advantage Performance Budgeting solution centralizes the budgeting lifecycle on a secure, single platform, including budget formulation, salary and benefits forecasting, budget book publishing, performance management and dashboards for visual, interactive reporting. The result is an accurate, single source of information that streamlines the government budgeting process and delivers real-time access to budget and actual information for improved analysis, funding decisions and measuring performance.
	CGI Advantage Grants Lifecycle Management – Grantee	CGI Advantage Grant Lifecycle Management helps governments achieve organization-wide accountability and meaningful performance measurement through functionality and best practices specific to the public sector. The Grant Lifecycle Management (GLM) Grantee functionality is an integrated component of the CGI Advantage Financial Management solution that supports the end-to-end business process lifecycle of grants. CGI Advantage GLM: • Provides a global view of grant opportunities, potential grant revenue, grant deliverables and close-out events • Increases efficiency in the pursuit and capture of grant funds • Simplifies grant tracking at all organizational levels via central repository • Identifies patterns for missed or lost grant funds • Improves grantor relationship by reducing loss risk before, during and after award • Provides more accurate and less labor-intensive grant

		expenditure setup and reporting
	CGI Advantage infoAdvantage	CGI Advantage infoAdvantage provides users at all levels with real-time access to data in searchable on-line reports and interactive dashboards to quickly visualize key metrics and manage day to day operations. CGI Advantage empowers effective decision-making by enabling users to identify issues early and thereby taking corrective action sooner and provides an easier method to communicate and visualize data (via graphs and charts).

3. Project Planning and Management

CGI will provide Project management and oversight of the Work described more fully in **§3** below.

4. Project Phases

CGI uses a proven delivery methodology that is comprised of three Phases: Envision, Create and Achieve, and is supported by CGI-specific tools, utilities, templates, checklists, and deliverables as described herein. CGI's delivery methodology contains multiple checkpoints within each Phase that contains activities such as the fit gap, software design and development, integrated system testing, and user acceptance testing. CGI also has a prerequisite for moving from one phase to the next. CGI will complete tasks for the Project in the following phases, as more fully described in **§C** below:

4.1. Phase 1 – Envision

The Envision Phase encompasses activities related to the analysis for upgrading COFRS. The Envision phase findings (comprised of a Fit-Gap Analysis and approaches for key project activities, such as: conversion, reports, forms, training) are documented in the Upgrade Analysis Document (UAD) deliverable as more fully described in **Attachment B.2**.

4.2. Phase 2 – Create

The Create Phase encompasses activities related to software construction (forms, reports, interfaces, conversions and application software customizations /enhancements) and the planning and execution of implementation tasks, such as, application configuration and data set-up, testing, training, and preparations for production operations.

4.3. Phase 3 – Achieve

The Achieve Phase encompasses the activities required to support production operations of COFRS II. It is comprised of the production cutover activities (e.g., scheduling of daily, weekly, monthly, quarterly, annually, and on-demand batch jobs) and post-implementation activities, such as the monitoring of system performance in production operations.

5. Managed Services under Exhibit C

The Managed Services required to support COFRS II upon completion of this Project will be provided under **Exhibit C**. CGI will provide Managed Services in support of the COFRS II application and associated infrastructure in a fully hosted, CGI Data Center under the Managed Services program as described in **Exhibit C**. These Managed Services provide a staff management and delivery model to support the COFRS II application and underlying technical infrastructure.

5.1. Transition

Initially, the Managed Services will be delivered concurrently in support of the Project ("Transition Services"). These Transition Services include the completion of the CGI assigned technical tasks necessary to support the Project upgrade process, such as the establishment of the Project test environments and the COFRS II production environment.

5.2. Post-Transition

Upon the Go Live Date, Managed Services will be delivered to the State under **Exhibit C** to maintain and operate COFRS II in production operations ("Post-Transition Services") in accordance with the Service Level Agreement (SLA) agreed upon between the State and CGI in **Exhibit C**.

A detailed description of Managed Services and the associated Service Level Agreements are provided within **Exhibit C**. Upon the Go Live Date, only the terms of **Exhibit C** shall apply to the Managed Advantage services. The Transition and Post-Transition activities are described in **Exhibit C**. A preliminary timetable for the delivery of CGI Services is provided in the **Attachment B.1**.

C. PROJECT WORK

The Work for the Project is described below. Deliverables within each phase of the Work to be provided are listed below.

1. Project Planning and Management

1.1. Project Planning

Contractor shall provide Project planning and management Services for the duration of this SOW. CGI will update the Work Breakdown Structure included in **Attachment B.1** of this SOW and include it on the monthly status report. The State will review and provide feedback to CGI per the project schedule. The Project Plan will consist of CGI and State tasks and deliverables to complete the upgrade.

1.1.1. Project Plan

Within thirty (30) days of the Effective Date of this Contract, CGI will create a Project Plan to define how the CGI Project management standards and methodologies will be applied to the Envision, Create and Achieve Phases of the Project.

CGI will be responsible for documenting the following items in the Project Plan:

a. Project Roadmap:

(1) Project Objectives

(2) Scope

(3) Assumptions

(4) Deliverables

(5) Overall Timeline

b. Project Standards – Processes and Tools

i. Communication

ii. Status Reporting

iii. Scope Management

iv. Risk and Issue Management

v. Project Documentation

c. Project Governance – Roles and Responsibilities

i. Cabinet

ii. Steering Committee

iii. Project Executives

iv. Project Managers

v. Project Teams

d. Deliverable Review:

As part of the Deliverable development process, CGI will draft and the State will review a Deliverable Expectation Document that sets descriptions and expectations for the Deliverable's content, acceptance criteria, and review complexity. When more than one instance of a Deliverable (e.g., Functional Designs) will be delivered to the State, a single outline will be created for the first instance of the Deliverable. The outline shall be agreed upon by the parties and approved by the State prior to the submission of a Deliverable by CGI for review and acceptance by the State.

CGI will subject each Deliverable to its internal quality control process prior to submitting the Deliverable to the State for review. CGI will utilize the DED as the guideline for conducting its internal quality control review.

e. Deliverable Review Cycle:

A standard Deliverable review cycle will be further elaborated in the Project Plan. This review process is entered into when the responsible team has completed a Deliverable. The DED will identify the review periods, if different from the project plan.

Task Name	Standard Duration
CGI Internal Review including application of quality control standards	2 days
Update Deliverable	3 days
Submit Deliverable to State	0 days
State Review and Approve Deliverable (duration based upon Review Complexity)	High (H) = 10 days Medium (M) = 7 days Low (L) = 5 days
Incorporate Final Comments to Deliverable (if necessary)	3 days
State Review Incorporated Changes to Deliverable (if necessary)	2 days
Make Final Updates to Deliverable (if necessary)	1 day
Submit Final Deliverable	0 days

For each Deliverable, the State's Project Manager or their designee shall be responsible for coordinating written comments and input from various members of the Project Team and stakeholders. The State's Project Manager or designee shall provide a single set of written, clear, guidance and direction to CGI.

1.1.2. Project Kick-off

Within thirty (30) days of the Effective Date of the Contract, CGI and the State shall jointly plan and conduct a Project kick-off meeting for the entire Project team. This meeting will outline Project objectives, tasks, roles and responsibilities, and the overall project timeline. The Project Plan will be presented at the Project kick-off meeting.

1.2. Project Management

CGI shall provide Project management and oversight to CGI staff on the Project in accordance with the Work identified herein. The ongoing Project management services to be provided by CGI will encompass:

a. Assigning and coordinating CGI team resources and Deliverables

b. Tracking CGI task and Deliverable budgets

c. Updating the Project Plan

d. Reporting on CGI Deliverables including the development of monthly status reports and presentations to the Steering Committee

e. Identifying, tracking, and helping to resolve Project issues and risks

f. Conducting quality assurance reviews of Work and Deliverables

1.2.1. Monthly Status Reports

CGI will submit monthly status reports to the State that include:

(1) Project status against the Work Breakdown Structure

(2) Summary of tasks, work products, and deliverables by status:

i. Completed

ii. In Progress

iii. Not Completed

iv. Project issues and key metrics

The State shall review and provide feedback on the status reports and provide updates to report the status of Work completed by State staff within a two (2) day period after submission for review. These processes will be further documented in the Project Plan.

1.2.2. Project Team, Management and Steering Committee Meetings

The State and CGI Project Managers and designated team leads shall have weekly Project meetings. The Project Managers shall bring additional staff, as necessary, to present and discuss Project progress, issues, and risks during the Project meetings.

CGI's monthly status report to State will be used for briefing the Steering Committee. CGI's Project Manager will attend monthly Steering Committee meetings and assist the State Project Manager in providing a briefing on Project status to the Steering Committee. CGI will assist State staff in the presentation of other briefings that may be requested by the State in order to inform the State departments or other committees on Project status and issues escalated for their consideration, discussion, and/or resolution.

CGI shall also develop a Transition Plan to govern and monitor the completion of the Managed Advantage Work, as further described in **Exhibit C**. This plan will be embedded in the overall project plan, updated on monthly basis, and included in the CGI monthly status report.

1.3. Change Management & Communications

A Change Management Plan will be developed to guide the implementation of the Project. The objective of the Change Management Plan will be to successfully prepare the people, processes, work setting, hardware, software, data, procedures, and documentation for the Go Live Date. The Change Management Plan shall include activities involving the implementation of:

- **a.** new or revised business processes;
- **b.** training and documentation; and
- **c.** and testing results to assess operational readiness.

The Change Management Plan shall also include:

- **a.** how the communication and dissemination of information regarding the various implementation activities and changes will be handled; and
- **b.** the strategy for conducting the Operations Readiness Assessment and the Implementation Readiness Review.

The State will define, schedule and conduct change management and communication activities with State departments and agencies. The State will define and document a change management program that will be followed to communicate policy and process changes resulting from the Project as well provide updates to the user community and coordinate department assigned tasks. The State's standard project communication tools will be leveraged to communicate the project progress and the ensuing changes resulting from the Project. CGI will assist the State in the development of the Change Management Plan based on best practices to support communications and strategies for facilitating adoption of the upgraded system by State departments. CGI will also support the State in the execution of the Change Management Plan. CGI will provide a Change Manager for duration of **Exhibit B** to support the State in the execution of the State's Change Management Plan. This plan may be updated as the project progresses.

1.4. Project Repository

The State will establish a central repository in Clarity for storing Project documentation, Work Products, and Deliverables. CGI will be responsible for making the standard Project management tools/templates available in the Project repository for use by the Project Managers and team leads. The State will maintain the Project repository and provide instruction to the team for its usage throughout the Project. Documentation may also be provided to the State via e-mail, at the State Project Manager's reasonable request.

The definitions of the Project Management deliverables assigned to CGI for the Project are listed in **§C.1.1** and **§C.1.2** and more specifically detailed in **Attachment B.2**.

2. Envision Phase

The primary objective of the Envision Phase is to confirm the State's business processes and develop a blueprint for the Project. During the Envision Phase, the State's current business functions and processes will be mapped to the CGI Advantage delivered business processes. CGI will lead prototype sessions using the CGI Advantage application and the State will be responsible for verifying these delivered business processes will meet the legacy COFRS business processes. A Fit-Gap analysis report for supporting the State's business functions and processes in COFRS II is the primary output of the prototype sessions. For the current business processes that are not supported by COFRS II or via a procedural change, a software customization will be identified for the State's consideration. The Project Team will leverage baseline COFRS II software functionality wherever possible and minimize the software customizations.

The Project team will also review the current list of interfaces and reports to determine the disposition of these software components during the Project.

The Project team will also develop strategies for the implementation activities, such as, software construction and training during the Envision Phase. The culmination of the Envision Phase activities will be the creation of the Upgrade Analysis Document (UAD) that will serve as the blueprint for the Create and Achieve Phases of the Project.

The activities to be completed during the Envision Phase are described below.

2.1. Prototype Test Environment Setup

CGI will establish a temporary prototype test environment for the Envision Phase while the State's permanent environments are provisioned. CGI will install the baseline COFRS II application software and bundled third-party products on the hardware components hosted in the CGI Phoenix Data Center for this temporary environment. CGI will perform the installation tests to confirm that these software components can be accessed and used by the Project team for prototyping the State's business scenarios. CGI will configure the environment and complete the preliminary set up of System Control and Reference Tables, as more fully described in **Attachment B.2**, to support the prototyping activities for the Project.

2.2. Business Scenarios

The State will implement the best practices built into COFRS II when possible. The Project team will not document as-is business processes. CGI will provide the State with a listing of baseline COFRS II business scenarios. The State will identify which of these processes are currently being performed as well as desired processes for future consideration. The State will also identify any State specific business processes not included in the baseline COFRS II business scenarios. The State will provide necessary documentation to describe the business requirement and justification for the State specific business processes. The State and CGI will jointly identify which business scenarios will be prototyped.

Prototyping will be conducted over a six (6) week period and the scope of prototyping will be limited to the jointly agreed upon business scenarios focusing on the business processes and functions that are unique to State operations and are not industry-standard, i.e., industry-standard business functions are assumed to be supported by COFRS II and will not be prototyped.

2.3. Prototyping / Functional Analysis

Prototyping is the Functional Analysis, as more fully described in **Attachment B.2**, conducted to determine the level of functional fit between the State's current business functions and processes, and the baseline COFRS II functionality.

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

2.3.1. Develop Prototype Scripts – The purpose of the prototype scripts is to facilitate a structured walkthrough of the COFRS II application to demonstrate how the application will be used to support the State's business scenarios. CGI will develop prototype scripts for the agreed upon business scenarios and will setup the necessary reference tables to support the business scenarios.

2.3.2. Provide Prototype Training – CGI will provide high level training to the State for the functions being prototyped. The training will be conducted one (1) time for each business area prior to the associated business scenarios being prototyped to provide just in time training for the State. This training will not be hands on. Prototype participants shall attend the associated training for the prototype sessions they attend. The State may record the training at the State's expense.

2.3.3. Execute Prototype Scripts – The goal of prototyping is to verify the functional fit between the State's business processes and COFRS II. CGI will execute the prototype scripts in COFRS II to conduct the Fit-Gap analysis.

2.3.4. Perform Fit-Gap Analysis – The level of fit between the State's current business processes and COFRS II will be categorized into one of the following classifications and form the basis for the Fit-Gap Analysis. CGI will complete the Fit-Gap Analysis and review the results with the State. The State will review and approve the Fit-Gap Analysis Report.

i. **Functional Fit –** Functionality exists in COFRS II to support the business requirement.

ii. **Partial Fit –** Functionality exists in COFRS II to partially support the business process; changes to an existing business process or a software customization may be required.

iii. **No Fit –** COFRS II does not have functionality to support the business requirement, and changes to an existing business process or a custom software customization may be required.

iv. The "Partial Fit" and "No Fit" items will be documented as Prototype Issues, as more fully described in Attachment B-2, and potential changes to current business processes or a COFRS II software customization will be noted to address the prototype issue. During the detailed review of the Fit-Gap analysis, CGI and the State will select the alternatives to address each Prototype Issue either through changes to business processes or software customizations.

2.3.5. Confirm business process changes and software customizations – CGI and the State will jointly review the business process changes and COFRS II software customizations identified during the Fit-Gap Analysis for addressing the Prototype Issues. Due to the configurable architecture of the COFRS II software, alternate configurations or options settings will also be evaluated as alternatives to reduce the software customizations, where possible. The level of complexity to implement each COFRS II software customization will be identified by CGI. This activity will produce list of business process reengineering changes and COFRS II customizations to be implemented during the Create and Achieve Phases.

2.4. Chart of Accounts & Budget Design

The State is responsible for documenting any Chart of Accounts or Budget design changes, as more fully described in **Attachment B.2**, in preparation for system configuration, training and procedures development. CGI will provide guidance based on COFRS II and best practices.

2.5. Software Analysis

The State provided **Attachment B.4**, which includes the list of the current inbound and outbound system interfaces for COFRS. **Attachment B.4** includes the description and purpose of the interfaces, the source and destination systems for the interfaces, the frequency, and other available technical specifications for the interfaces. During the Envision Phase, the Project team will determine which interfaces will be replicated in COFRS II.

The State provided **Attachment B.5**, which includes the list of the current COFRS reports. **Attachment B.5** includes the description and purpose of the reports, the frequency of the reports/extracts, and other available technical specifications of the reports and data extracts. During the Envision Phase, the Project team will identify a subset of the reports that may be

replaced by the baseline COFRS II reports while other reports will need to be recreated to support the State's business operations in COFRS II.

The State provides **Attachment B.6**, which lists the tables currently used in COFRS. The Project team will identify which tables will be converted for the Project during the Envision Phase.

2.6. Implementation Assessment

2.6.1. Implementation Strategies

During the Envision Phase, implementation strategies will be developed for data conversion, system interfaces, reporting, training and documentation, security and workflow and software customizations. These strategies will provide the framework for completing the COFRS II software construction, training and documentation activities during the Create Phase. CGI will attempt to align the implementation strategies to the State's roadmap as posted on http://www.colorado.gov/cs/Satellite/OIT-EADG/CBON/1251611285426. CGI will develop these strategies and the State will review and provide feedback to CGI pursuant to **Attachment B.1**.

2.6.1.1. Software Customization Strategy - The objective of the Software Customization Strategy is to document the scope of the COFRS II software customizations and the overall approach as to how and when these customizations will be developed, tested, and implemented during the Project. Using the software customizations identified during the Fit-Gap Analysis, CGI will work with the State to re-evaluate the proposed software customizations and determine the software customizations that are still needed and any additional software customizations that are required.

2.6.1.2. Data Conversion Strategy - The Data Conversion Strategy will define the approach for data conversion and data cleansing to convert data from COFRS to COFRS II. The strategy document will discuss CGI's proposed conversion tools that will be used. The Data Conversion Strategy will identify the methods of converting the data based on types of target data and the volume of data to be converted. Based upon this high-level strategy, a cross-reference will be developed identifying the data stores in the COFRS tables (reference tables and open item tables) and the associated data stores in COFRS II. For each of the tables, a level of the conversion complexity will be identified. The level of conversion complexity will be classified as one of the following:

i. **Low** – There is a one to one relationship between the COFRS data store and the COFRS II data store. All data elements are available in COFRS and COFRS II, so only data re-formatting is required. Conversion tools will be used for Low complexity conversions.

ii. **Medium** - There is a one to one relationship between the COFRS data store and the COFRS II data store. There are additional fields in COFRS II that need to be defaulted or inferred from another data source. Basic data conversion programs are required for converting data with this level of complexity.

iii. **High** - The layout of the data stores is significantly different between COFRS and COFRS II, potentially residing in different data stores in the two systems. Significant data manipulation will be required to convert the current data. This type of conversion will require a complex conversion program to manipulate the data.

The data conversion strategy will also identify the method of data conversion. The following methods will be identified:

i. **Manual** – This method will be used for converting low volumes of data from COFRS to COFRS II and have a low complexity.

ii. **Semi-Automated** – This method will be used for converting data that require a combination of manual and automated processes to convert the data. A combination of COFRS II utilities and manual processes will be used for this conversion method and is applicable for converting data with medium complexity.

iii. **Automated –** This method will be used for converting large volumes of data. It is assumed that the legacy data is stored and available in an electronic format. This method is generally applicable for converting data with high complexity.

2.6.1.3. Reporting Strategy - The objective of this task is to develop the overall approach for supporting the reporting requirements of the end users. CGI will review the list of current reports provided by the State and develop recommendation for the disposition of the COFRS reports. The State will review, provide feedback and confirm the recommendation for the reports. The output of this task will be the Reporting Strategy that lists the required reports, identifies the report users, categorizes them by their level of complexity, and identifies the strategy to generate the report.

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

This strategy will focus on the design, development, and testing of the custom reports to be produced using the CGI infoAdvantage suite of reporting tools and the customization of Java-based standard reports that are generated by the COFRS II application.

The disposition of the current COFRS reports and queries will be categorized as follows:

i. **Replace** – The report or query will be replaced by COFRS II report or query functionality.

ii. **Create** – The report or query cannot be addressed by COFRS II baseline reporting and query functionality. A new report and/or query will need to be developed.

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

The analysis of reporting requirements will include any COFRS data extracts previously implemented by the State listed in **Attachment B.5**. Data extracts created by departments and agencies that are not listed in **Attachment B.5** will not be analyzed. The Reporting Strategy, as more fully described in **Attachment B.2**, will include an approach to either replace or feed the existing data mart(s)/data warehouse.

The reports will be prioritized based on the mission critical degree of the report and rated as critical, very important, nice to have, etc. Reports will be designed, developed and unit tested in order of their priority.

As a separate section of the Reporting Strategy, CGI will identify the custom forms that will be produced for the Project using the bundled Adobe suite of tools.

2.6.1.4. System Interface Strategy - The System Interface Strategy, as more fully described in **Attachment B.2**, will include a review of the current system interfaces that need to be retrofitted or recreated for the Project. CGI will review the list of

interfaces provided by the State in **Attachment B.4** and develop recommendations for the disposition of the COFRS interface. The State will review, provide feedback and confirm the recommendation for the interfaces per the project schedule. The strategy will also identify the method of interfacing the data between the State's external systems and COFRS II. The level of change required for each interface will be categorized as follows:

i. **Low Impact –** Minor customization to the interface will be required, such as, changes to format of data.

ii. **Medium Impact –** A moderate level of changes will be required for the moderate level of changes to the interface.

iii. **High Impact –** A significant level of customization or a complete re-write will be required for the interface.

Where applicable, the System Interface Strategy will leverage the use of Pervasive Data Integrator (PDI), as more fully described in **Attachment B.2**, a bundled COFRS II third party tool.

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

2.6.2. Upgrade Analysis Document (UAD)

The results of the analysis performed and work products developed during the Functional Analysis and Implementation Strategies, as more fully described in **Attachment B.2**, will be consolidated into the UAD, as more fully described in **Attachment B.2**. This key project deliverable will provide a high level roadmap and implementation project plan for the Create and Achieve Phases. This document will include an executive summary that summarizes the overall results of the Envision Phase activities. The Implementation Roadmap and updated Work Breakdown Structure, as more fully described in **Attachment B.2**, will describe the roadmap for planning and executing the implementation components of the Project based on the Implementation Strategies, as more fully described in **Attachment B.2**, developed during the Envision Phase. The State will review, provide feedback and approve the UAD per the schedule detailed in the Project Plan.

The definitions of the deliverables to be completed by CGI for the Project are included in **Attachment B.2**.

3. Create Phase

3.1. Non-Production Environments

CGI will establish seven (7) non-production environments to be used during the Create Phase, as more fully described in **Attachment B.2**. CGI will install the baseline COFRS II application and Bundled Software Products on the hardware components hosted in the CGI Data Center and perform installation tests to confirm that these software components can be accessed and used by the project team to support the objective of the environment. The environments will support the following activities:

3.1.1. Development
3.1.2. Conversion
3.1.3. System Test
3.1.4. Integrated System Test (IST)
3.1.5. User Acceptance Test (UAT)
3.1.6. Training
3.1.7. Performance Test (pre-production)

Non-production environments will be repurposed during the course of the project to support Create Phase activities. At the completion of the Performance Test, the Performance Test environment will be re-configured (as necessary) to serve as the Production environment for the COFRS II production operations.

As part of the Managed Services, the environments established for use beyond the Envision Phase to support the Project will be documented in an Environment Overview deliverable as more fully described in **Exhibit C**. This deliverable will include a high-level diagram of the relevant elements comprising the Managed Advantage technical environment. Production and non-production environments including web application and database servers will be identified as well as high-level network elements supporting access to the environments. There will be a maximum of three (3) environments supported following the Go Live Date.

In conjunction with the Environment Overview deliverable, as more fully described in **Exhibit C**, the CGI will also develop and execute a Platform Test Plan, as more fully described in **Exhibit C**, to confirm that the technical elements were installed correctly and interoperability performs as expected. Details include, but are not limited to, technical user rights, accessibility, network routing, and firewall rules.

3.2. Project Team Training

3.2.1. Technical Team Training

CGI will deliver technical training to the State's technical staff on the Bundled Software Products that will be used to complete the State's tasks in the areas of system interfaces development, data conversion support, and reports / forms development. CGI will utilize baseline COFRS II training materials in delivering the technical training and conduct one (1) training class for training up to fifteen (15) State technical staff to be determined by the State. Training will be provided on the following Bundled Software Products: CGI infoAdvantage, Pervasive Data Integrator (PDI) and Adobe forms, as more fully described in **Attachment B.2**.

The State will provide the facilities for the training and schedule the attendees.

3.2.2. Functional Team Configuration Training

CGI will deliver application configuration training to the State's functional team to support their responsibilities for setting up the COFRS II system control and reference tables for the Project. CGI will utilize baseline training materials for the functional training and conduct one (1) training class for training up to fifteen (15) State functional staff to be determined by the State.

The State will provide the facilities for the training and schedule the attendees.

3.3. Application Table Configuration

The State will apply the application configurations identified during the Envision Phase. These configurations provide the foundation that will support the converted data that will be loaded to support the Project.

CGI will assist the State in applying the application configurations and in resolving issues identified by the State as these application configuration changes are being applied. CGI will provide functional expertise for three (3) months support of application table configuration.

3.4. Application Software Customization

CGI will be primarily responsible for the design, development and testing of the application software customizations required to support the State's business requirements during the Project. The budgeted level of effort for CGI to develop the application software customizations in this Statement of Work is 7,500 hours. The budgeted level of effort and cost may be updated to increase or decrease the allocated hours and cost pursuant to a formal Contract Amendment in accordance with State Controller Fiscal Rules, Policies and Guidance upon completion of the Envision Phase activities.

For the approved software customizations, CGI will create Concept Papers, as more fully described in **Attachment B.2,** for the application software customizations confirmed by the State during the Envision Phase. The Concept Papers will provide the detail necessary to determine the level of effort required to develop the software customizations and allow the State to allocate the Services Funds budgeted for software customization appropriately. Once the list of software customizations is finalized, CGI will define the timing of delivery (i.e., in a single group or as separate software iterations).

Upon the State's approval of the Concept Papers, CGI will create Functional Designs, as more fully described in **Attachment B.2**, for the application software customizations. A Functional Design is a high-level design specification that provides an overview of the business requirements and/or processes to be supported by the customization, processing logic for online, batch, and reporting software components, business scenarios to be included in unit tests, and key assumptions. CGI will develop, unit test, and system test the application software customizations upon the State's approval of the corresponding Functional Designs. CGI will use the software development tools that are bundled with the COFRS II application (i.e., CGI Advantage Design Studio and Pervasive Data Integrator (PDI) , as more fully described in **Attachment B.2**) to standardize work product quality and minimize future maintenance costs. After the application software customizations are system tested by the CGI, they will be released to the State to test and confirm the application software functionality.

The State will review and approve the Concept Papers, Functional Designs, and System Test, as more fully described in **Attachment B.2**, results and provide timely feedback and approval per the Work Breakdown Structure.

The State will be responsible for the software customizations required to the State's external systems that are impacted by the Project.

3.5. Data Conversion

Attachment B.6 of this Statement of Work includes a preliminary list of the legacy COFRS tables to be considered for conversion during the Project. This list will be reviewed and finalized during the Envision Phase.

CGI will use baseline system utilities to develop the data conversion software. This approach provides the foundation for the data conversion for the Project, standardizes work product quality, and minimizes risk. The project team will use automated, semi-automated, and manual methods to load the converted data for the Project.

CGI is responsible for the development of the automated and semi-automated data conversion processes. The State is responsible for the completion of the manual conversion tasks and loading of the data spreadsheets to support the semi-automated data conversion processes (e.g.,

Chart of Accounts load). The State is also responsible for the legacy system's' data cleansing activities that will deliver clean input data for the conversion from the legacy system to CGI Advantage.

The Data Conversion for the Project will include the following tasks:

3.5.1. Data Conversion Plan

CGI will develop a Data Conversion Plan, as more fully described in **Attachment B.2**, based on the conversion approach finalized during the Envision Phase. The Data Conversion Plan will include:

- **i.** A list of the tables within COFRS II to be populated for production
- **ii.** Source data for these tables (source systems and files)
- **iii.** Scope of reference data conversion
- **iv.** Scope of open balances data conversion (closed items will not be converted)
- **v.** Historical data reporting approach
- **vi.** Data conversion timing and sequence
- **vii.** Proposed conversion method (automated, semi-automated, or manual)
- **viii.** Other system impacts
- **ix.** Considerations for the State's agency-level COFRS conversions
- **x.** Participants (roles & responsibilities)
- **xi.** Procedures for database population and refresh.

The State will review the Data Conversion Plan and provide feedback to CGI per the Project Plan according to the schedule provided in the Deliverable Expectation Document. The State will also define the process and procedures for State-led tasks such as crosswalks, legacy data analysis, data cleansing and clean-up, Chart of Accounts loading, and manual conversion.

3.5.2. Data Conversion Designs

CGI will define the transformation logic for developing the data conversion software and describe in detail each conversion process in the data conversion designs, as more fully described by CGI in Data Conversion Plan, for the State's review and approval. This information will be described within the Detailed Specification Designs (DSDs) Deliverable, as more fully described in **Attachment B.2**. The DSDs will define the data conversion data mappings, transformation rules, data integrity rules, data reconciliation process, test cases and test sequence. The State will review and approve or reject the designs per the schedule provided in the Deliverable Expectation Document and Work Breakdown Structure.

3.5.3. Data Conversion Software Development and Testing

Upon completion of the Detailed Specification Designs, CGI will develop and unit test the data conversion software components to support the automated and semi-automated conversion processes. After development and unit testing, a test with actual legacy systems data will be conducted by CGI. This test confirms that COFRS II tables are properly loaded with the corresponding data from COFRS. The State is responsible for providing data extracts for use in testing.

CGI will generate the necessary reconciliation, control, and exception reports for each conversion program which can be used to verify the data. These reports will help identify areas where further data cleansing is required by the State and facilitate the approval of the data conversion software, as more fully described in Data Conversion Plan. The State will review the test results and conduct the necessary data cleansing activities.

3.5.4. Data Cleansing

The State will be responsible for reviewing and cleansing of data to be converted from COFRS to COFRS II. CGI will provide support for a period of three (3) months to assist the State in the data cleansing activities, as more fully described in **Attachment B.2**.

3.5.5. Chart of Accounts Load & Manual Conversion and Testing

The State will be responsible for loading the Chart of Accounts, as more fully described in **Attachment B.2**, and other data elements to be converted using semi-automated methods, completing manual data conversion entries, and data cleansing. CGI will provide assistance to the State with regard to completing these tasks. CGI conversion support includes providing assistance to the State in the areas of loading Chart of Account spreadsheets, data verification, reconciliation of conversion controls, testing, and resolution of errors identified during the conversion process. CGI will provide support over a period of three (3) months to assist the State in the loading of Chart of Accounts data and manual conversion activities, as more fully described in **Attachment B.2**.

3.6. System Interfaces

The COFRS II system interfaces will import data to COFRS II and export data from COFRS II to the State's external systems. CGI will develop a System Interface Plan, as more fully described in **Attachment B.2**, to provide a unified structure and strategy for developing system interfaces. CGI and the State will be responsible for the design, development and testing of the inbound system interfaces analyzed during the Envision Phase, as more fully described in **Attachment B.2**. CGI will design, develop and test up to fifty (50) system inbound interfaces with varying levels of complexity. CGI will develop a maximum of fifteen (15) complex interfaces. The State will be responsible for the design and development of the remaining inbound system interfaces identified for the Project. The State will be responsible for the design and development of all the outbound system interfaces. CGI will support the State in the design and development of the inbound and outbound system interfaces to be developed by the State. CGI will provide support over a period of six (6) months to assist the State in the design and development of the inbound and outbound interfaces to be developed by the State.

The State will coordinate the testing of these inbound and outbound interfaces with the State agencies, departments, and other appropriate external entities. The State will use production data for system interface testing with the external systems to help ensure the accuracy of the newly developed interfaces.

3.7. Reports, Data Warehouse, and Forms

3.7.1. Reports, Data Warehouse and Forms Plan

CGI will develop a Report, Data Warehouse and Forms Plan, as more fully described in **Attachment B.2**, to provide a unified structure and strategy for developing reports and forms. CGI and State will be jointly responsible for the design, development and testing of the reports and forms analyzed during the Envision Phase, as more fully described in **Attachment B.2**. CGI will design, develop and test up to seventy-five (75) reports and ten (10) forms. CGI will develop a maximum of twenty-five (25) complex reports. The

State will be responsible for the design and development of the remaining reports and forms identified for the Project. All developed reports will be based on the State's standards for reports, ad-hoc queries, or other sources identified by the State. CGI will support the State in the designs and development of reports and forms. CGI will provide support over a period of six (6) months to assist the State in the design and development of the reports and form to be developed by the State.

The set of standards for the reports and forms development process include:

a. Usage of the infoAdvantage and Adobe toolsets, as more fully described in the Reports and Forms Plan, to support CGI and State reports and forms development and the State's current system for report distribution and access;

b. Standards defining the format and processes for the data warehouse software components and the usage of the Bundled Software Products, as more fully described in the Reports, Data Warehouse and Forms Plan , when customizations to the Extract-Transform-Load (ETL) software, as more fully described in the Reports and Forms Plan, are required;

c. Standards to be used as guidelines for report delivery and report "look and feel"

d. CGI and State-adopted best practices in report and universe development, as more fully described in the Reports, Data Warehouse and Forms Plan.

In the event, the CGI infoAdvantage toolset and/or the Advantage Data Warehouse, as more fully described in the Reports, Data Warehouse and Forms Plan, cannot support the State's requirements, the CGI and State Project Managers may approve the development of Java-based reports and reflect any necessary adjustments in scope and scheduling using the Project's Change Control Process.

3.7.2. infoAdvantage Analysis and Mapping

CGI will conduct an analysis to identify and map infoAdvantage universes to support the reports development effort based on the scope approved by the State during the Envision Phase.

Based on this analysis, CGI will design, develop, and test the changes to the CGI infoAdvantage universes to support the application software customizations identified to meet the Project requirements and the State's reporting requirements. The updated universes will serve as the basis for delivering the remainder of the reporting components.

3.7.3. infoAdvantage Extract-Transform-Load (ETL) Software

CGI will design, develop, and test customizations to the ETL software, as per the scope described in **Attachment B.2**. These customizations will support the application software customizations and reporting requirements adopted by the State to support the Project.

3.7.4. Reports

CGI will design, develop, and test a subset of the COFRS II reports per the agreement under this SOW. The State will design, develop, and test the remaining COFRS II reports per the agreement under this SOW. The project team will leverage the CGI infoAdvantage toolset to support their reports development efforts. Java-based reports may be developed upon approval of the CGI and State Project Managers. The State is responsible for all report scheduling, distribution, and printing.

3.7.5. Forms

CGI will design, develop, and test a subset of the COFRS II forms per the agreement under this SOW. The State will design, develop, and test the remaining COFRS II forms per the agreement under this Statement of Work. The project team will leverage the Adobe toolset to support their forms development efforts.

3.7.6. Report Mapping

The State will develop a mapping of COFRS reports to the new COFRS II reports and queries to support end user training and documentation.

3.8. Security and Workflow

The State will be responsible for conducting an analysis of its current COFRS security setup. Based on this analysis, the State will develop a Security and Workflow Plan, as more fully described in **Attachment B.2**, which defines the approach for the configuration and set up for COFRS II.

CGI will provide standard security and workflow templates, assist the State in analyzing the current security set up, and provide support services during the plan development and security and workflow set up activities. These activities will include assisting the State in developing a Security and Workflow Plan that describes the tasks necessary and the timeline for completion, as more fully described in **Attachment B.2**. The templates will assist in determining the needed changes for security to allow for new resources and functionality with the COFRS II applications. CGI will also provide one (1) class on baseline security and workflow training to the State security administration personnel. CGI will provide support over a period of three (3) months per the Work Breakdown Structure to assist the State in the Security & Workflow setup.

3.9. Testing

Software testing entails the planning and execution of tests to verify that COFRS II and related software components comply with State-approved designs and other specifications as outlined within this SOW. The customizations required by the State shall be installed by CGI and made available to the State.

The following testing activities will be completed for the Project, as more fully described in **Attachment B.2**:

3.9.1. Client Iteration Test

The Client Iteration Test (CIT) represents an informal testing process that allows the State to become proficient in using the software components prior to the User Acceptance Test and allows the project team to address identified issues earlier in the project. After CGI-led software development and testing activities are complete for the COFRS II software customizations, CGI will make each software component available to the State for independent testing as part of its approval process for each of these deliverables. The software customizations will be developed and delivered to the State in pre-defined iterations. The State will conduct the CIT for the software customizations included in the software Iteration.

3.9.2. Integrated System Test

The primary objective of the Integrated System Test (IST) is to confirm that the application software, system interfaces, reports and conversion software are processing information as designed as system transactions are entered into COFRS II, transmitted from other State systems or batch processed. The completion of the IST represents a

major milestone for the Project as it formally transitions COFRS II software and related software components to the State for User Acceptance Testing (UAT) and verification.

CGI will develop a plan, schedule, and test scripts for conducting the IST with a focus on testing the overall integration of the developed COFRS II software components. CGI will develop test scripts to define the steps, input data and expected output of the IST conditions. CGI will execute the test scripts, document the test results, and review the results with the State during test execution. If the actual results do not match the expected results, an incident will be identified, documented, and resolved. Incident resolution may require the development of software fixes and re-testing.

The State will review and approve the IST plan, scripts, and test results. The State will coordinate and schedule the testing with external system and State operations staff, as required, based on the IST schedule.

3.9.3. User Acceptance Test

The primary objective of the User Acceptance Test (UAT) is to confirm COFRS II and its associated software components meet the State's business requirements and to verify the conversion process. The State will develop a UAT plan that will include the acceptance and threshold criteria, schedule, resources, and test conditions for the UAT. The State will develop test scripts to define the steps, input data and expected output for the UAT conditions. The State will execute the test scripts and document the test results. If the actual results do not match the expected results, an incident will be identified, documented, and resolved. Incident resolution may require the development of software fixes by CGI and re-testing by the State. The State will coordinate and schedule the testing with external system and State operations staff based on the UAT schedule.

CGI will review and provide feedback on the UAT plan, scripts, and table configurations. CGI will also provide consulting support during UAT execution including assistance with the loading and verification of converted data. CGI will create a UAT log that documents State-reported issues and their resolution.

3.9.4. Performance Test

The primary objective of the Performance Test (PT) is to demonstrate COFRS II's readiness for supporting the State's transaction and user volumes. CGI will develop a strategy and plan for the Performance Test, develop scripts, execute the test, and document the results that will support the sizing and usage assumptions in **Attachment C-1** of **Exhibit C**. CGI will conduct the test using a mutually agreed upon set of transaction types. The test plan and scripts will define the transaction volumes, test scenarios, and online and batch conditions to be addressed by the test. CGI will resolve identified performance issues by performing the system and database tuning necessary to support the mutually agreed upon performance requirements. The State will review and approve the Performance Test plan, scripts, and test results. The CGI will coordinate and schedule the test result reviews with the State's operations and IT staff, as required based on the Performance Test schedule.

If actual transaction volumes exceed the numbers provided to size the hardware configuration, additional hardware may be required at the State's additional expense pursuant to a Contract amendment in accordance with State Controller Fiscal Rules, Policies and Guidance.

3.10. Policies and Procedures

The State will develop a Policies and Procedures Plan, as more fully described in **Attachment B.2**, which outlines the approach for documenting and communicating policy and procedure changes. CGI will support the State's development of the Policies and Procedures plan.

The State will develop a System Usage and Security Plan, as more fully described in **Attachment B.2**, to document any changes to its internal controls as a result of the Project. CGI will support the State's development of the updates to the System Usage and Security Plans.

CGI will provide support for three (3) months for the policy and procedure updates.

3.11. Documentation

CGI will apply the updates and prepare an addendum to the baseline COFRS II users and system documentation to reflect the software customizations completed during the Project implementation.

CGI will provide the following documentation, as more fully described in **Attachment B.2**:

i. COFRS II User Documentation – updated version of the COFRS II application documentation. These updates will be loaded to the online application such that field level and page level help and effort handling may reflect the software customizations for the Project.

ii. COFRS II Systems Documentation – updated version of the COFRS II systems documentation. Because COFRS II will be supported under Managed Services in **Exhibit C**, CGI will review all updates with the State.

3.12. Trainer and End User Training

A train-the-trainer approach, as more fully described in the Training Plan, will be used by CGI to train the State trainers and system administrators. The State trainers will conduct the End User training, as more fully described in the Training Plan.

The following training activities will be completed for the Project, as more fully described in **Attachment B.2**:

3.12.1. Develop Training Plan

The user community audiences for the training will be inquiry users, professional users, power users, and report developers. Early in the Create Phase, CGI will work with the State to understand the user community's needs based on how they will use COFRS II. The State and CGI will jointly review assumptions, preferences and challenges, refine audience sizes, and determine the logistics of training delivery.

CGI recommends role based training with customized curricula and customized learning tools for the training audience. The Training Plan will document the joint decisions for the learning program, and roles and responsibilities.

Based on the requirements defined in the Training Plan, CGI will develop the train-the-trainer training materials using CGI templates that accommodates various learning styles, incorporates effective interactivity, and promotes student learning.

CGI will provide training for the State's trainers (Train-the-Trainer Training) and the State trainers will provide the End User training. CGI will provide a State project team training and orientation, system administration training and functional support training. The training will include e-learning components, self-study components, and formal classroom training.

CGI will support the State's instructors to plan, deliver, and deploy learning components to the End User community efficiently and cost effectively. Classroom sessions will introduce the online self-help tools, support users as they learn, and offer additional hands on practice with a live instructor.

While training encompasses the formal modes for communicating new solution functionality and preparing the State staff for their new functional and technical roles, Knowledge Transfer, i.e., On-The-Job training, is the on-going, gradual, and often informal alignment process of State staff with their new responsibilities.

3.12.2. Develop Training Materials

CGI will be responsible for developing the train-the-trainer and system administration training materials. CGI will use the baseline COFRS II training materials as the starting point for developing the training materials. State will develop the end user training materials using the CGI delivered material as a starting point and conduct loading of the end user training data. CGI will develop materials for the following training courses:

Area
COFRS II Financial Management – Base System
COFRS II Financial Management – Cost Accounting
COFRS II Financial Management – Treasury Accounting
COFRS II Procurement Professional
COFRS II Financial Management – Asset Management
COFRS II Financial Management – Inventory Management
COFRS II Vendor Self Service
COFRS II Grants Lifecycle Management – Grantee
COFRS II Performance Budgeting
COFRS II infoAdvantage
COFRS II System Administration

To facilitate trainer training and optimize the State trainers' proficiency with the materials, the CGI-developed training materials will be leveraged by the State to prepare for End User Training. The State will be responsible for the development ongoing updates to the End User Training materials.

3.12.3. Deliver Training

CGI will deliver trainer training to the State's trainers and system administration training for the State's system administration staff. CGI will train up to ten (10) State trainers and three (3) system administrators. CGI will deliver one (1) training class for each of the training courses developed for the Project.

Based on the training materials developed for the Project, the State will complete the functional configuration of the training environments, populate the Training environment, and conduct a shakedown test to confirm functionality. The State is responsible for delivering the End User Training and the completion / planning for logistics, facilities, equipment, and scheduling. The State's trainers will deliver end user training with CGI's support as defined in the Training Plan. The State will be responsible for the ongoing maintenance and updates to the training data. CGI will provide support over a period of three (3) months to support the State trainers in delivering the training.

3.13. Readiness Assessments

3.13.1. Implementation / Agency Readiness Assessment

CGI will prepare a checklist to enable the State to assess readiness of the State's Project Team and State agencies' readiness for the Go Live Date. The Implementation and Department Readiness Checklist, as more fully described in **Attachment B.2**, will verify the readiness status of the State's agencies for the Go Live Date, such as, the State's registration for end user training, development of department-specific procedures, and other tasks described in **Attachment B.2**.

CGI will assist the State in conducting the readiness assessment and implementing corrective actions to achieve readiness as defined in the checklists.

3.13.2. Operational Readiness Assessment

The Operational Readiness Assessment, as more fully described in **Attachment B.2**, is intended to confirm that the COFRS II production environment is ready and support team is prepared for the Go Live Date of COFRS II. Because the COFRS II production environment and on-going operations will be managed by CGI, this assessment covers the transition and readiness of the remote Managed Advantage team as well as the State's readiness for tasks that will continue to be supported onsite. CGI will establish the necessary checklists, conducting the assessment, and reviewing the results with the State. CGI and the State will implement corrective actions to achieve readiness as defined in the checklists.

The definitions of the deliverables to be completed by CGI for the Project during the Create Phase are included in **Attachment B.2**.

4. Achieve Phase

The Achieve Phase encompasses the activities related to final data conversion, production cutover (i.e., installation of the final-tested software into the State's production environment), and post-implementation support, as more fully described in **Attachment B.2**.

The tasks to be completed during the Achieve Phase are organized into the following sets of activities, as more fully described in **Attachment B.2**:

a. **Production Environment Set up**

b. **Mock Conversion**

c. **Production Cutover**

d. **Post-Implementation Support**

4.1. Production Environment Set up

The Production Environment will be configured by CGI per the recommendations and findings identified during the Performance Test that are necessary for supporting the sizing and usage assumptions in **Attachment C-1** of **Exhibit C**. CGI is responsible for the software migrations to the Production Environment and the final configuration and testing to confirm production readiness that will be supported under Managed Advantage. The environment will be established using the Performance Test Environment, minimizing changes so as to reduce risk of performance or stability variances.

4.2. Mock Conversion

The last task of developing and testing a solution is the Mock Conversions. By using production data as input to the Mock Conversions in production ready format, the conversion team, as more fully described in **Attachment B.2**, will obtain practical experience running the conversion process, determining the timeframes required to run the jobs for the conversion of data in the production environment, and facilitating the State's final review of the data quality.

CGI will execute up to three (3) Production Cutover Mock Conversions and address any data conversion issues. The State will verify and reconcile the Mock Conversion results and perform any additional data cleansing and data preparation required.

4.3. Production Cutover

In preparation for the transition to Production, CGI will develop a Go Live Date Checklist and Contact and Escalation List. CGI will then use these documents to prepare a Cutover Plan.

Based on the Cutover Plan, CGI will prepare a detailed script to define the State and CGI roles and responsibilities and sequence and timing of tasks (e.g., automated conversion processes, manual conversion processes, conversion verification, software migration, online table updates, and batch processing) that are necessary to activate COFRS II in the State's Production Environment.

CGI will also provide the assistance and support outlined in the Production Cutover Script to facilitate the completion of the final conversion process and other cutover activities. These activities include a full back-up of the State's production data prior to the final conversion.

The State will participate in the Production Cutover and rehearsal activities in accordance with the Production Cutover Script developed by CGI. State responsibilities include but are not limited to:

a. Review cutover scripts developed by CGI

b. Review online table set-up

c. Verify converted data.

4.4. Post-implementation Support

Prior to the start of this period and the Go Live Date, CGI and the State will jointly coordinate and support the handover to the Managed Advantage hosted services model (described as Post-Transition services in **Exhibit C**). This process will be planned using standard project planning tools and will be managed by CGI's Managed Advantage Project Manager. Planning and status meetings will be conducted with the State throughout the latter phases of the transition period to provide all required elements are considered, addressed, documented, and correctly implemented within COFRS II.

In addition to the technical and IT responsibilities CGI will assume, upon the Go Live Date, for Managed Services in **Exhibit C**, CGI will also provide post-implementation support services subsequent to the Go Live Date for a period of three (3) months after the Project implementation.

CGI will provide three (3) FTEs over a period of three (3) months for post-implementation support activities. During this post-implementation support period, CGI will provide services in the following areas, as more fully described in **Attachment B.2**:

a. Production Operations Monitoring

CGI will monitor and review system assurance reports as well as provide functional support and completion of any software updates.

b. Production Incidents Resolution

CGI will work with the State to functionally analyze and resolve incidents reported by its end-user community. Onsite CGI staff will coordinate incident resolution activities with the Managed Advantage team, as needed.

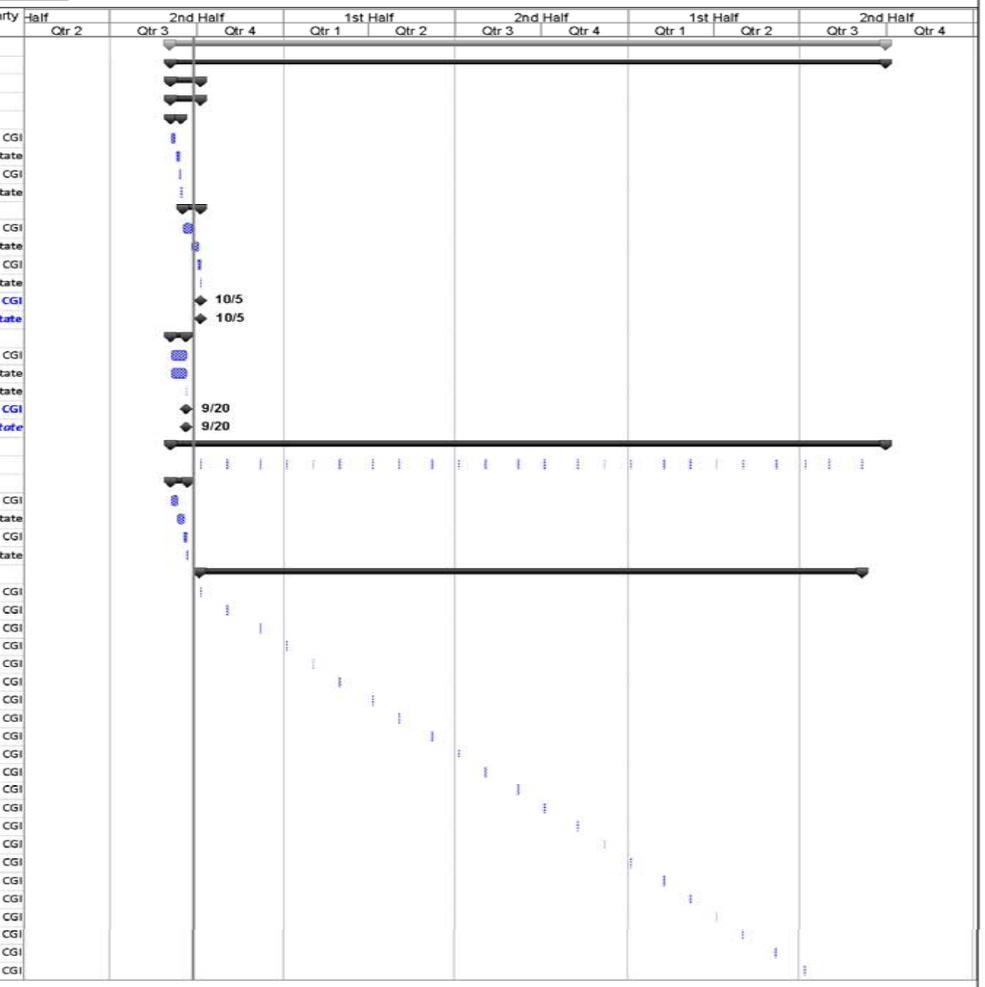
The definitions of the deliverables to be completed by CGI for the Project during the Achieve Phase are included in **Attachment B.2**.

ATTACHMENT B.1 – WORK BREACKDOWN STRUCTURE

The WBS Section numbers below correspond only with **§C** of **Exhibit B**.

COFRS II
Work Breakdown Structure

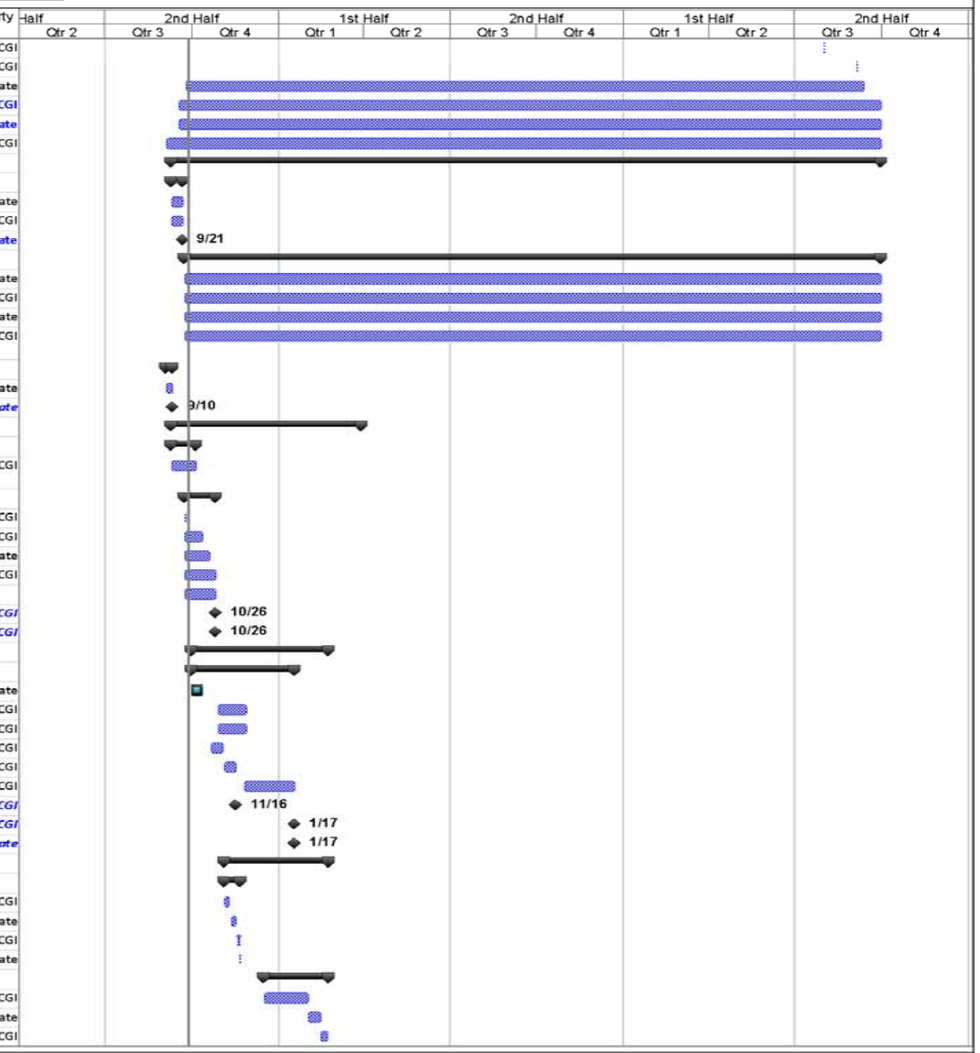
ID	WBS	Task Name	Duration	Start	Finish	Resp Party
0	0	**COFRS II PROJECT WORK**	**527 days**	**Mon 9/3/12**	**Tue 9/30/14**	
1	1	**PLANNING & MANAGEMENT**	**527 days**	**Tue 9/4/12**	**Tue 9/30/14**	
2	1.1	**Project Planning**	**24 days**	**Tue 9/4/12**	**Fri 10/5/12**	
3	1.1.1	**Project Plan**	**24 days**	**Tue 9/4/12**	**Fri 10/5/12**	
4	1.1.1.1	**Develop Deliverable Expectation Document - Project Plan**	**9 days**	**Tue 9/4/12**	**Fri 9/14/12**	
5	1.1.1.1.1	Develop Deliverable Expectation Document	4 days	Tue 9/4/12	Fri 9/7/12	CGI
6	1.1.1.1.2	Review Deliverable Expectation Document	3 days	Mon 9/10/12	Wed 9/12/12	State
7	1.1.1.1.3	Revise Deliverable Expectation Document	1 day	Thu 9/13/12	Thu 9/13/12	CGI
8	1.1.1.1.4	Approve Deliverable Expectation Document	1 day	Fri 9/14/12	Fri 9/14/12	State
9	1.1.1.2	**Develop Project Plan**	**15 days**	**Mon 9/17/12**	**Fri 10/5/12**	
10	1.1.1.2.1	Develop Project Plan	7 days	Mon 9/17/12	Tue 9/25/12	CGI
11	1.1.1.2.2	Review Project Plan	5 days	Wed 9/26/12	Tue 10/2/12	State
12	1.1.1.2.3	Revise Project Plan	2 days	Wed 10/3/12	Thu 10/4/12	CGI
13	1.1.1.2.4	Approve Project Plan	1 day	Fri 10/5/12	Fri 10/5/12	State
14	***1.1.1.3***	***CGI Deliverable: Project Plan***	**0 days**	**Fri 10/5/12**	**Fri 10/5/12**	**CGI**
15	***1.1.1.4***	***State Deliverable: Project Plan***	**0 days**	**Fri 10/5/12**	**Fri 10/5/12**	**State**
16	1.1.2	**Project Kick-off**	**13 days**	**Tue 9/4/12**	**Thu 9/20/12**	
17	1.1.2.1	Prepare for Kickoff Meeting	12 days	Tue 9/4/12	Wed 9/19/12	CGI
18	1.1.2.2	Prepare for Kickoff Meeting	12 days	Tue 9/4/12	Wed 9/19/12	State
19	1.1.2.3	Conduct Kickoff Meeting	1 day	Thu 9/20/12	Thu 9/20/12	CGI/State
20	***1.1.2.4***	***CGI Deliverable: Kickoff Meeting***	**0 days**	**Thu 9/20/12**	**Thu 9/20/12**	**CGI**
21	***1.1.2.5***	***State Deliverable: Kickoff Meeting***	***0 days***	***Thu 9/20/12***	***Thu 9/20/12***	***State***
22	1.2	**Project Management**	**527 days**	**Tue 9/4/12**	**Tue 9/30/14**	
23	1.2.1	**Prepare Monthly Status Report**	**527 days**	**Tue 9/4/12**	**Tue 9/30/14**	
24	1.2.1.1	**Develop Deliverable Expectation Document - Monthly Status Report**	**14 days**	**Tue 9/4/12**	**Fri 9/21/12**	
25	1.2.1.1.1	Develop Deliverable Expectation Document	5 days	Tue 9/4/12	Mon 9/10/12	CGI
26	1.2.1.1.2	Review Deliverable Expectation Document	5 days	Tue 9/11/12	Mon 9/17/12	State
27	1.2.1.1.3	Revise Deliverable Expectation Document	3 days	Tue 9/18/12	Thu 9/20/12	CGI
28	1.2.1.1.4	Approve Deliverable Expectation Document	1 day	Fri 9/21/12	Fri 9/21/12	State
29	1.2.1.2	**Monthly Status Reports**	**487 days**	**Fri 10/5/12**	**Fri 9/5/14**	
30	1.2.1.2.1	Prepare Monthly Status Report 1	1 day	Fri 10/5/12	Fri 10/5/12	CGI
31	1.2.1.2.2	Prepare Monthly Status Report 2	1 day	Fri 11/2/12	Fri 11/2/12	CGI
32	1.2.1.2.3	Prepare Monthly Status Report 3	1 day	Fri 12/7/12	Fri 12/7/12	CGI
33	1.2.1.2.4	Prepare Monthly Status Report 4	1 day	Fri 1/4/13	Fri 1/4/13	CGI
34	1.2.1.2.5	Prepare Monthly Status Report 5	1 day	Fri 2/1/13	Fri 2/1/13	CGI
35	1.2.1.2.6	Prepare Monthly Status Report 6	1 day	Fri 3/1/13	Fri 3/1/13	CGI
36	1.2.1.2.7	Prepare Monthly Status Report 7	1 day	Fri 4/5/13	Fri 4/5/13	CGI
37	1.2.1.2.8	Prepare Monthly Status Report 8	1 day	Fri 5/3/13	Fri 5/3/13	CGI
38	1.2.1.2.9	Prepare Monthly Status Report 9	1 day	Fri 6/7/13	Fri 6/7/13	CGI
39	1.2.1.2.10	Prepare Monthly Status Report 10	1 day	Fri 7/5/13	Fri 7/5/13	CGI
40	1.2.1.2.11	Prepare Monthly Status Report 11	1 day	Fri 8/2/13	Fri 8/2/13	CGI
41	1.2.1.2.12	Prepare Monthly Status Report 12	1 day	Fri 9/6/13	Fri 9/6/13	CGI
42	1.2.1.2.13	Prepare Monthly Status Report 13	1 day	Fri 10/4/13	Fri 10/4/13	CGI
43	1.2.1.2.14	Prepare Monthly Status Report 14	1 day	Fri 11/8/13	Fri 11/8/13	CGI
44	1.2.1.2.15	Prepare Monthly Status Report 15	1 day	Fri 12/6/13	Fri 12/6/13	CGI
45	1.2.1.2.16	Prepare Monthly Status Report 16	1 day	Fri 1/3/14	Fri 1/3/14	CGI
46	1.2.1.2.17	Prepare Monthly Status Report 17	1 day	Fri 2/7/14	Fri 2/7/14	CGI
47	1.2.1.2.18	Prepare Monthly Status Report 18	1 day	Fri 3/7/14	Fri 3/7/14	CGI
48	1.2.1.2.19	Prepare Monthly Status Report 19	1 day	Fri 4/4/14	Fri 4/4/14	CGI
49	1.2.1.2.20	Prepare Monthly Status Report 20	1 day	Fri 5/2/14	Fri 5/2/14	CGI
50	1.2.1.2.21	Prepare Monthly Status Report 21	1 day	Fri 6/6/14	Fri 6/6/14	CGI
51	1.2.1.2.22	Prepare Monthly Status Report 22	1 day	Mon 7/7/14	Mon 7/7/14	CGI



COFRS II WBS 1

COFRS II
Work Breakdown Structure

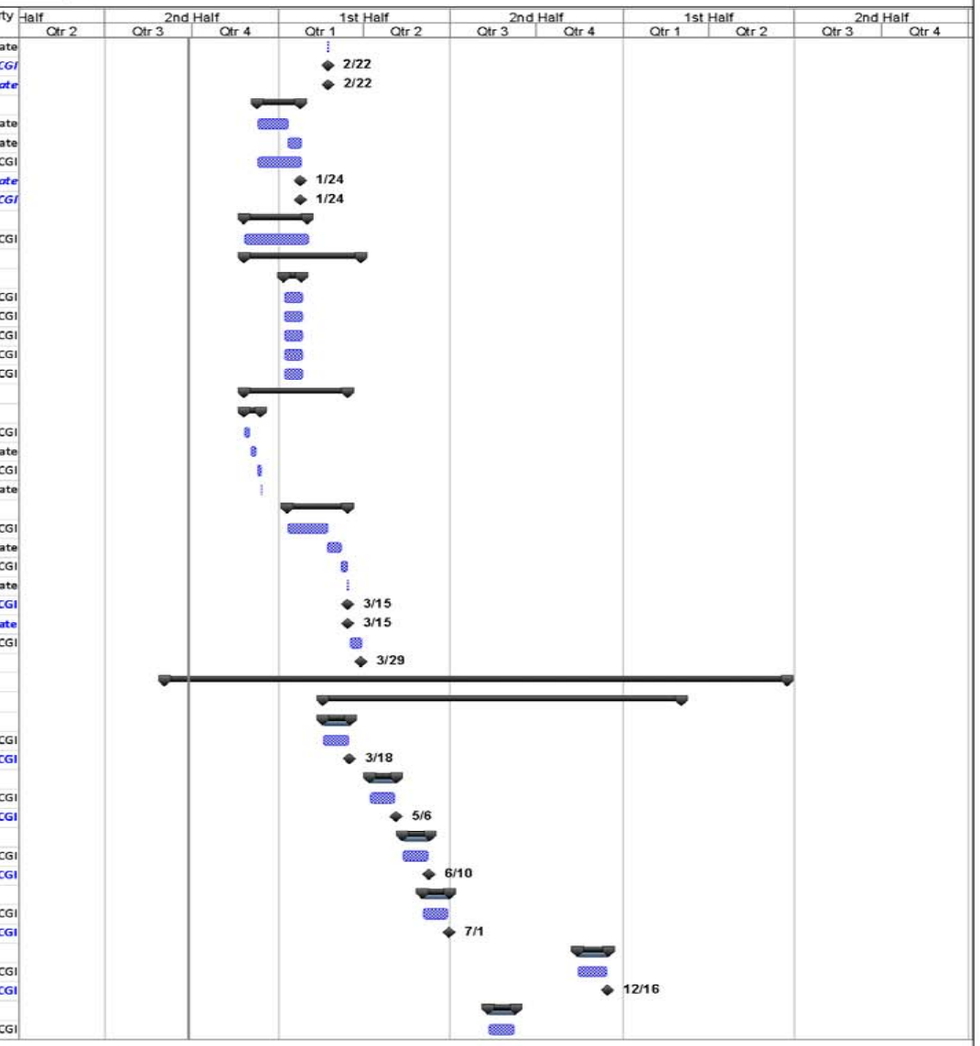
ID	WBS	Task Name	Duration	Start	Finish	Resp Party
52	1.2.1.2.23	Prepare Monthly Status Report 23	1 day	Fri 8/1/14	Fri 8/1/14	CGI
53	1.2.1.2.24	Prepare Monthly Status Report 24	1 day	Fri 9/5/14	Fri 9/5/14	CGI
54	1.2.1.3	Review & Update Monthly Project Status Reports	500 days	Tue 9/25/12	Fri 9/12/14	State
55	1.2.1.4	*CGI Deliverable: Monthly Status Reports*	517 days	Tue 9/18/12	Tue 9/30/14	CGI
56	1.2.1.5	*State Deliverable: Monthly Status Reports*	517 days	Tue 9/18/12	Tue 9/30/14	State
57	1.2.2	Conduct Project Team, Management & Steering Committee Meetings	527 days	Tue 9/4/12	Tue 9/30/14	State, CGI
58	**1.3**	**Change Management and Communication**	**523 days**	**Mon 9/10/12**	**Tue 9/30/14**	
59	**1.3.1**	**Change Management Plan**	**10 days**	**Mon 9/10/12**	**Fri 9/21/12**	
60	1.3.1.1	Develop Change Management Plan	10 days	Mon 9/10/12	Fri 9/21/12	State
61	1.3.1.2	Support Change Management Plan	10 days	Mon 9/10/12	Fri 9/21/12	CGI
62	*1.3.1.3*	*State Deliverable: Change Management Plan*	0 days	Fri 9/21/12	Fri 9/21/12	State
63	**1.3.2**	**Execute Change Management Plan**	**513 days**	**Mon 9/24/12**	**Tue 9/30/14**	
64	1.3.2.1	Execute Change Management Plan	513 days	Mon 9/24/12	Tue 9/30/14	State
65	1.3.2.2	Support Change Management Execution	513 days	Mon 9/24/12	Tue 9/30/14	CGI
66	1.3.2.3	Schedule and Conduct Department Outreach Meetings	513 days	Mon 9/24/12	Tue 9/30/14	State
67	1.3.2.4	Assist State with data setup, outreach Meetings and issue resolution	513 days	Mon 9/24/12	Tue 9/30/14	CGI
68	**1.4**	**Project Repository**	**5 days**	**Tue 9/4/12**	**Mon 9/10/12**	
69	1.4.1	Establish Project Repository (Clarity)	5 days	Tue 9/4/12	Mon 9/10/12	State
70	*1.4.2*	*State Deliverable: Establish Project Repository*	0 days	Mon 9/10/12	Mon 9/10/12	State
71	**2**	**ENVISION PHASE**	**139 days**	**Mon 9/10/12**	**Fri 3/29/13**	
72	**2.1**	**Prototype Environment**	**20 days**	**Mon 9/10/12**	**Fri 10/5/12**	
73	2.1.1	Install, Configure & Test Adv 3 and 3rd Party Software (Managed Advantage)	20 days	Mon 9/10/12	Fri 10/5/12	CGI
74	**2.2**	**Business Scenarios**	**25 days**	**Mon 9/24/12**	**Fri 10/26/12**	
75	2.2.1	Provide baseline COFRS II business scenarios	1 day	Mon 9/24/12	Mon 9/24/12	CGI
76	2.2.2	Provide high level demo of baseline COFRS II functionality	15 days	Mon 9/24/12	Fri 10/12/12	CGI
77	2.2.3	Validate baseline business scenarios and identify CO specific business scenarios	20 days	Mon 9/24/12	Fri 10/19/12	State
78	2.2.4	Identify select business scenarios to prototype	25 days	Mon 9/24/12	Fri 10/26/12	State,CGI
79	2.2.5	Provide Business Scenario Support	25 days	Mon 9/24/12	Fri 10/26/12	
80	*2.2.6*	*Milestone:Approved list of Business Scenarios*	0 days	Fri 10/26/12	Fri 10/26/12	State,CGI
81	*2.2.7*	*CGI Deliverable: Business Scenario Support*	0 days	Fri 10/26/12	Fri 10/26/12	CGI
82	**2.3**	**Prototyping/Functional Analysis**	**99 days**	**Mon 10/1/12**	**Fri 2/22/13**	
83	**2.3.1**	**Prototyping**	**73 days**	**Mon 10/1/12**	**Thu 1/17/13**	
84	2.3.1.1	Schedule Rooms and Resources for Prototyping	10 days	Mon 10/1/12	Fri 10/12/12	State
85	2.3.1.2	Develop prototype scripts	20 days	Mon 10/29/12	Tue 11/27/12	CGI
86	2.3.1.3	Complete preliminary setup of reference tables	20 days	Mon 10/29/12	Tue 11/27/12	CGI
87	2.3.1.4	Prepare training material for prototyping	10 days	Mon 10/22/12	Fri 11/2/12	CGI
88	2.3.1.5	Conduct baseline training to prepare State for prototyping	10 days	Mon 11/5/12	Fri 11/16/12	CGI
89	2.3.1.6	Conduct prototyping/verification sessions	35 days	Mon 11/26/12	Thu 1/17/13	State,CGI
90	*2.3.1.7*	*CGI Deliverable: Project Team Training for Prototyping*	0 days	Fri 11/16/12	Fri 11/16/12	CGI
91	*2.3.1.8*	*CGI Deliverable: Prototype Scripts & Execution*	0 days	Thu 1/17/13	Thu 1/17/13	CGI
92	*2.3.1.9*	*State Deliverable: Participate in Prototype Sessions*	0 days	Thu 1/17/13	Thu 1/17/13	State
93	**2.3.2**	**Fit Gap Report**	**74 days**	**Mon 11/5/12**	**Fri 2/22/13**	
94	**2.3.2.1**	**Develop Deliverable Expectation Document - Fit Gap**	**13 days**	**Mon 11/5/12**	**Wed 11/21/12**	
95	2.3.2.1.1	Develop Deliverable Expectation Document	5 days	Mon 11/5/12	Fri 11/9/12	CGI
96	2.3.2.1.2	Review Deliverable Expectation Document	5 days	Mon 11/12/12	Fri 11/16/12	State
97	2.3.2.1.3	Revise Deliverable Expectation Document	2 days	Mon 11/19/12	Tue 11/20/12	CGI
98	2.3.2.1.4	Approve Deliverable Expectation Document	1 day	Wed 11/21/12	Wed 11/21/12	State
99	**2.3.2.2**	**Develop Fit Gap Report**	**46 days**	**Mon 12/17/12**	**Fri 2/22/13**	
100	2.3.2.2.1	Develop Fit Gap report	30 days	Mon 12/17/12	Thu 1/31/13	CGI
101	2.3.2.2.2	Review and Fit Gap Report	10 days	Fri 2/1/13	Thu 2/14/13	State
102	2.3.2.2.3	Revise Fit Gap Report	5 days	Fri 2/15/13	Thu 2/21/13	CGI



COFRS II WBS 2

COFRS II
Work Breakdown Structure

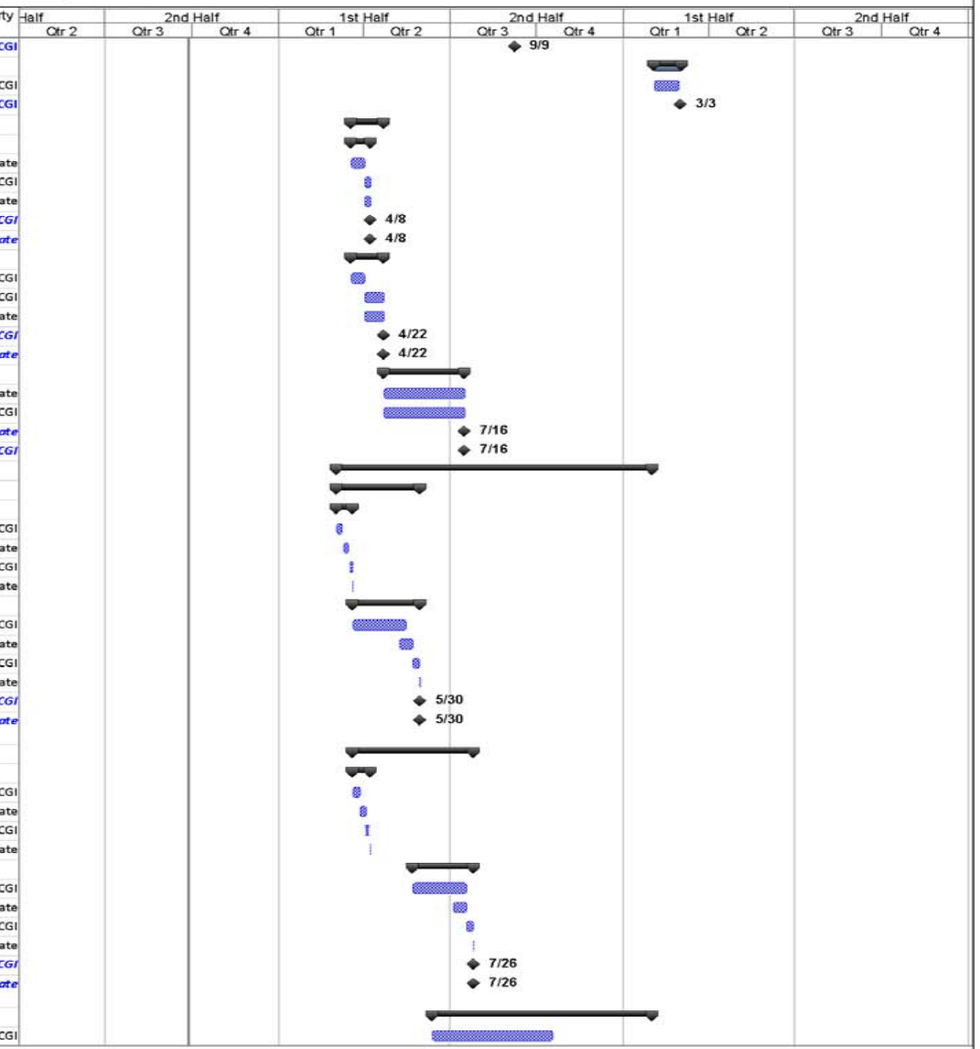
ID	WBS	Task Name	Duration	Start	Finish	Resp Party
103	2.3.2.2.4	Approve Fit Gap Report	1 day	Fri 2/22/13	Fri 2/22/13	State
104	2.3.2.2.5	CGI Deliverable: Fit Gap Report	0 days	Fri 2/22/13	Fri 2/22/13	CGI
105	2.3.2.2.6	State Deliverable: Approve Fit Gap Report	0 days	Fri 2/22/13	Fri 2/22/13	State
106	2.4	COA and Budget Design	30 days	Mon 12/10/12	Thu 1/24/13	
107	2.4.1	Develop Chart of Accounts and Budget Design	20 days	Mon 12/10/12	Thu 1/10/13	State
108	2.4.2	Publish State Guidelines	10 days	Fri 1/11/13	Thu 1/24/13	State
109	2.4.3	Assist State with COA and Budget Design	30 days	Mon 12/10/12	Thu 1/24/13	CGI
110	2.4.4	State Deliverable: Chart of Accounts & Budget Design	0 days	Thu 1/24/13	Thu 1/24/13	State
111	2.4.5	CGI Deliverable: Chart of Accounts & Budget Design Support	0 days	Thu 1/24/13	Thu 1/24/13	CGI
112	2.5	Software Analysis	45 days	Mon 11/26/12	Thu 1/31/13	
113	2.5.1	COFRS Software Analysis (Interfaces & Reports)	45 days	Mon 11/26/12	Thu 1/31/13	State, CGI
114	2.6	Implementation Assessment	86 days	Mon 11/26/12	Fri 3/29/13	
115	2.6.1	Implementation Strategies	15 days	Mon 1/7/13	Fri 1/25/13	
116	2.6.1.1	Software Customization Strategy	15 days	Mon 1/7/13	Fri 1/25/13	CGI
117	2.6.1.2	Data Conversion Strategy	15 days	Mon 1/7/13	Fri 1/25/13	CGI
118	2.6.1.3	Reporting Strategy	15 days	Mon 1/7/13	Fri 1/25/13	CGI
119	2.6.1.4	System Interface Strategy	15 days	Mon 1/7/13	Fri 1/25/13	CGI
120	2.6.1.5	Training and Documentation Strategy	15 days	Mon 1/7/13	Fri 1/25/13	CGI
121	2.6.2	UAD	76 days	Mon 11/26/12	Fri 3/15/13	
122	2.6.2.1	Develop Deliverable Expectation Document - UAD	14 days	Mon 11/26/12	Thu 12/13/12	
123	2.6.2.1.1	Develop Deliverable Expectation Document	5 days	Mon 11/26/12	Fri 11/30/12	CGI
124	2.6.2.1.2	Review Deliverable Expectation Document	5 days	Mon 12/3/12	Fri 12/7/12	State
125	2.6.2.1.3	Revise Deliverable Expectation Document	3 days	Mon 12/10/12	Wed 12/12/12	CGI
126	2.6.2.1.4	Approve Deliverable Expectation Document	1 day	Thu 12/13/12	Thu 12/13/12	State
127	2.6.2.2	Develop Upgrade Analysis Document	46 days	Fri 1/11/13	Fri 3/15/13	
128	2.6.2.2.1	Develop UAD	30 days	Fri 1/11/13	Thu 2/21/13	CGI
129	2.6.2.2.2	Review UAD	10 days	Fri 2/22/13	Thu 3/7/13	State
130	2.6.2.2.3	Revise UAD	5 days	Fri 3/8/13	Thu 3/14/13	CGI
131	2.6.2.2.4	Approve UAD	1 day	Fri 3/15/13	Fri 3/15/13	State
132	2.6.3	CGI Deliverable: Upgrade Analysis Document	0 days	Fri 3/15/13	Fri 3/15/13	CGI
133	2.6.4	State Deliverable: Approve Upgrade Analysis Document	0 days	Fri 3/15/13	Fri 3/15/13	State
134	2.6.5	Execute Contractual Adjustments as needed	10 days	Mon 3/18/13	Fri 3/29/13	State,CGI
135	2.7	Milestone: Envision Phase Complete	0 days	Fri 3/29/13	Fri 3/29/13	
136	3	CREATE PHASE	457 days	Mon 9/3/12	Mon 6/23/14	
137	3.1	Non-Prod Environments	264 days	Mon 2/18/13	Mon 3/3/14	
138	3.1.1	Development	21 days	Mon 2/18/13	Mon 3/18/13	
139	3.1.1.1	Install, Configure, and Test Adv 3 and 3rd Party Software (Managed Advantage)	20 days	Mon 2/18/13	Fri 3/15/13	CGI
140	3.1.1.2	CGI Milestone: Software Installation & Environment Setup - Development	0 days	Mon 3/18/13	Mon 3/18/13	CGI
141	3.1.2	Conversion	21 days	Mon 4/8/13	Mon 5/6/13	
142	3.1.2.1	Install, Configure, and Test Adv 3 and 3rd Party Software (Managed Advantage)	20 days	Mon 4/8/13	Fri 5/3/13	CGI
143	3.1.2.2	CGI Milestone: Software Installation & Environment Setup - Conversion	0 days	Mon 5/6/13	Mon 5/6/13	CGI
144	3.1.3	System Test	21 days	Mon 5/13/13	Mon 6/10/13	
145	3.1.3.1	Install, Configure, and Test Adv 3 and 3rd Party Software (Managed Advantage)	20 days	Mon 5/13/13	Fri 6/7/13	CGI
146	3.1.3.2	CGI Milestone: Software Installation & Environment Setup - System Test	0 days	Mon 6/10/13	Mon 6/10/13	CGI
147	3.1.4	Integrated System Test	21 days	Mon 6/3/13	Mon 7/1/13	
148	3.1.4.1	Install, Configure, and Test Adv 3 and 3rd Party Software (Managed Advantage)	20 days	Mon 6/3/13	Fri 6/28/13	CGI
149	3.1.4.2	CGI Milestone: Software Installation & Environment Setup - Integrated System Test	0 days	Mon 7/1/13	Mon 7/1/13	CGI
150	3.1.5	User Acceptance Test	21 days	Thu 11/14/13	Mon 12/16/13	
151	3.1.5.1	Install, Configure, and Test Adv 3 and 3rd Party Software (Managed Advantage)	20 days	Thu 11/14/13	Fri 12/13/13	CGI
152	3.1.5.2	CGI Milestone: Software Installation & Environment Setup - User Acceptance Test	0 days	Mon 12/16/13	Mon 12/16/13	CGI
153	3.1.6	Training	21 days	Mon 8/12/13	Mon 9/9/13	
154	3.1.6.1	Install, Configure, and Test Adv 3 and 3rd Party Software (Managed Advantage)	20 days	Mon 8/12/13	Fri 9/6/13	CGI



COFRS II WBS 3

COFRS II
Work Breakdown Structure

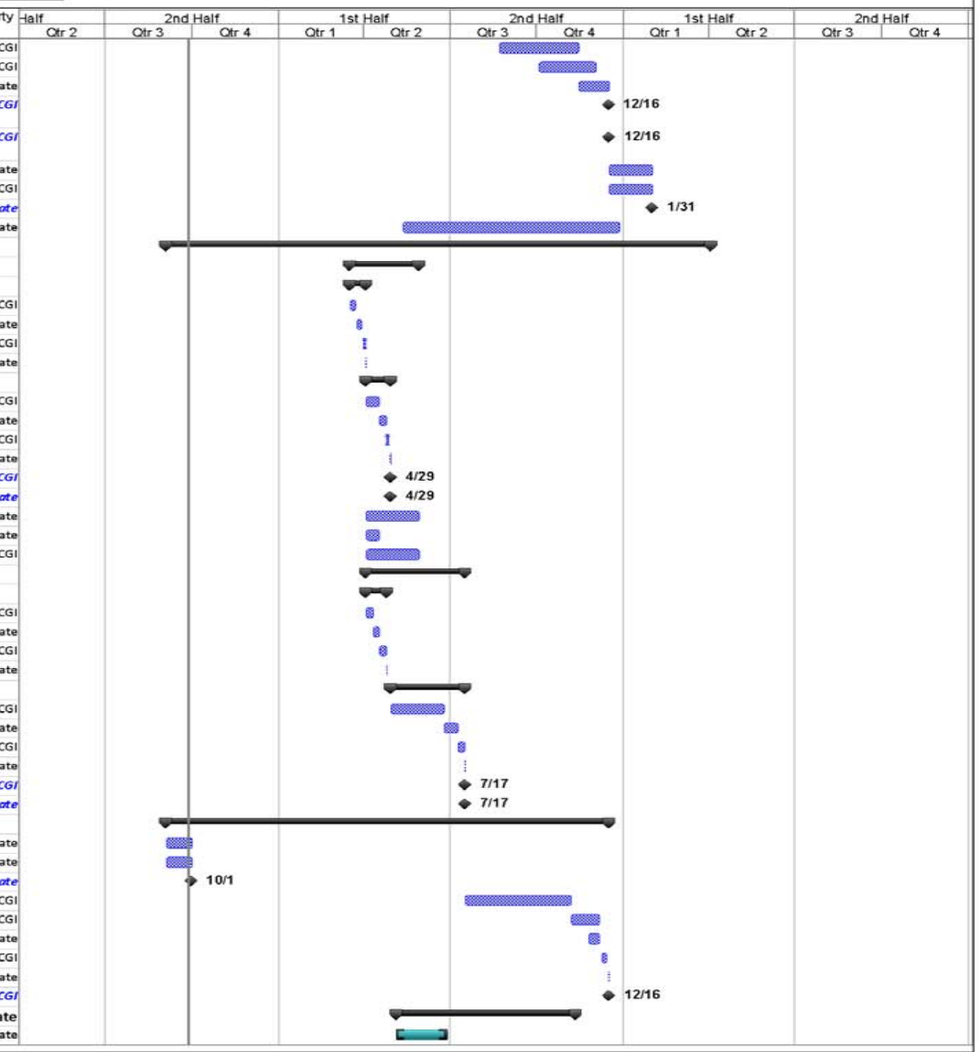
ID	WBS	Task Name	Duration	Start	Finish	Resp Party
155	*3.1.6.2*	*CGI Milestone: Software Installation & Environment Setup - Training*	*0 days*	*Mon 9/9/13*	*Mon 9/9/13*	*CGI*
156	**3.1.7**	**Performance Test (pre-production)**	**21 days**	**Mon 2/3/14**	**Mon 3/3/14**	
157	3.1.7.1	Install, Configure, and Test Adv 3 and 3rd Party Software (Managed Advantage)	20 days	Mon 2/3/14	Fri 2/28/14	CGI
158	*3.1.7.2*	*CGI Milestone: Software Installation & Environment Setup - Performance Test*	*0 days*	*Mon 3/3/14*	*Mon 3/3/14*	*CGI*
159	**3.2**	**Project Team Training**	**25 days**	**Tue 3/19/13**	**Mon 4/22/13**	
160	**3.2.1**	**Technical Team Training**	**15 days**	**Tue 3/19/13**	**Mon 4/8/13**	
161	3.2.1.1	Prepare Technical Team Training Material	10 days	Tue 3/19/13	Mon 4/1/13	State
162	3.2.1.2	Conduct Technical Team Training	5 days	Tue 4/2/13	Mon 4/8/13	CGI
163	3.2.1.3	Attend Technical Team Training	5 days	Tue 4/2/13	Mon 4/8/13	State
164	*3.2.1.4*	*CGI Deliverable: Technical Team Training*	*0 days*	*Mon 4/8/13*	*Mon 4/8/13*	*CGI*
165	*3.2.1.5*	*State Deliverable: Attend Technical Team Training*	*0 days*	*Mon 4/8/13*	*Mon 4/8/13*	*State*
166	**3.2.2**	**Functional Team Configuration Training**	**25 days**	**Tue 3/19/13**	**Mon 4/22/13**	
167	3.2.2.1	Prepare Functional Team Configuration Training Material	10 days	Tue 3/19/13	Mon 4/1/13	CGI
168	3.2.2.2	Conduct Functional Team Configuration Training	15 days	Tue 4/2/13	Mon 4/22/13	CGI
169	3.2.2.3	Attend Functional Team Configuration Training	15 days	Tue 4/2/13	Mon 4/22/13	State
170	*3.2.2.4*	*CGI Deliverable: Functionall Team Configuration Training*	*0 days*	*Mon 4/22/13*	*Mon 4/22/13*	*CGI*
171	*3.2.2.5*	*State Deliverable: Attend Functional Team Configuration Training*	*0 days*	*Mon 4/22/13*	*Mon 4/22/13*	*State*
172	**3.3**	**Application Table Configuration**	**60 days**	**Tue 4/23/13**	**Tue 7/16/13**	
173	3.3.1	Apply and Test Application Configurations	60 days	Tue 4/23/13	Tue 7/16/13	State
174	3.3.2	Assist State with Application Configuration and help resolve issues	60 days	Tue 4/23/13	Tue 7/16/13	CGI
175	*3.3.3*	*State Deliverable: Application Configuration*	*0 days*	*Tue 7/16/13*	*Tue 7/16/13*	*State*
176	*3.3.4*	*CGI Deliverable: Application Configuration Support*	*0 days*	*Tue 7/16/13*	*Tue 7/16/13*	*CGI*
177	**3.4**	**Application Software Customizations**	**233 days**	**Mon 3/4/13**	**Fri 1/31/14**	
178	**3.4.1**	**Concept Paper**	**64 days**	**Mon 3/4/13**	**Thu 5/30/13**	
179	**3.4.1.1**	**Develop Deliverable Expectation Document**	**13 days**	**Mon 3/4/13**	**Wed 3/20/13**	
180	3.4.1.1.1	Develop Deliverable Expectation Document	5 days	Mon 3/4/13	Fri 3/8/13	CGI
181	3.4.1.1.2	Review Deliverable Expectation Document	5 days	Mon 3/11/13	Fri 3/15/13	State
182	3.4.1.1.3	Revise Deliverable Expectation Document	2 days	Mon 3/18/13	Tue 3/19/13	CGI
183	3.4.1.1.4	Approve Deliverable Expectation Document	1 day	Wed 3/20/13	Wed 3/20/13	State
184	**3.4.1.2**	**Develop Concept Papers**	**51 days**	**Thu 3/21/13**	**Thu 5/30/13**	
185	3.4.1.2.1	Develop Concept Papers	40 days	Thu 3/21/13	Wed 5/15/13	CGI
186	3.4.1.2.2	Review Concept	10 days	Thu 5/9/13	Wed 5/22/13	State
187	3.4.1.2.3	Revise Concept Paper	5 days	Thu 5/23/13	Wed 5/29/13	CGI
188	3.4.1.2.4	Approve Concept Paper	1 day	Thu 5/30/13	Thu 5/30/13	State
189	*3.4.1.2.5*	*CGI Deliverable: Application Software Customization - Concept Papers*	*0 days*	*Thu 5/30/13*	*Thu 5/30/13*	*CGI*
190	*3.4.1.2.6*	*State Deliverable: Application Software Customization - Concept Papers Approved*	*0 days*	*Thu 5/30/13*	*Thu 5/30/13*	*State*
191	**3.4.2**	**Functional Designs**	**91 days**	**Thu 3/21/13**	**Fri 7/26/13**	
192	**3.4.2.1**	**Develop Deliverable Expectation Document - Functional Designs**	**13 days**	**Thu 3/21/13**	**Mon 4/8/13**	
193	3.4.2.1.1	Develop Deliverable Expectation Document	5 days	Thu 3/21/13	Wed 3/27/13	CGI
194	3.4.2.1.2	Review Deliverable Expectation Document	5 days	Thu 3/28/13	Wed 4/3/13	State
195	3.4.2.1.3	Revise Deliverable Expectation Document	2 days	Thu 4/4/13	Fri 4/5/13	CGI
196	3.4.2.1.4	Approve Deliverable Expectation Document	1 day	Mon 4/8/13	Mon 4/8/13	State
197	**3.4.2.2**	**Develop Functional Designs**	**46 days**	**Thu 5/23/13**	**Fri 7/26/13**	
198	3.4.2.2.1	Develop Functional Designs	40 days	Thu 5/23/13	Thu 7/18/13	CGI
199	3.4.2.2.2	Review Functional Designs	10 days	Fri 7/5/13	Thu 7/18/13	State
200	3.4.2.2.3	Revise Functional Designs	5 days	Fri 7/19/13	Thu 7/25/13	CGI
201	3.4.2.2.4	Approve Functional Designs	1 day	Fri 7/26/13	Fri 7/26/13	State
202	*3.4.2.2.5*	*CGI Deliverable: Application Software Customization - Functional Designs*	*0 days*	*Fri 7/26/13*	*Fri 7/26/13*	*CGI*
203	*3.4.2.2.6*	*State Deliverable: Application Software Customization - Functional Designs Approved*	*0 days*	*Fri 7/26/13*	*Fri 7/26/13*	*State*
204	**3.4.3**	**Development & Testing**	**160 days**	**Thu 6/13/13**	**Fri 1/31/14**	
205	3.4.3.1	Develop Software Customizations	90 days	Thu 6/13/13	Thu 10/17/13	CGI



COFRS II WBS 4

COFRS II
Work Breakdown Structure

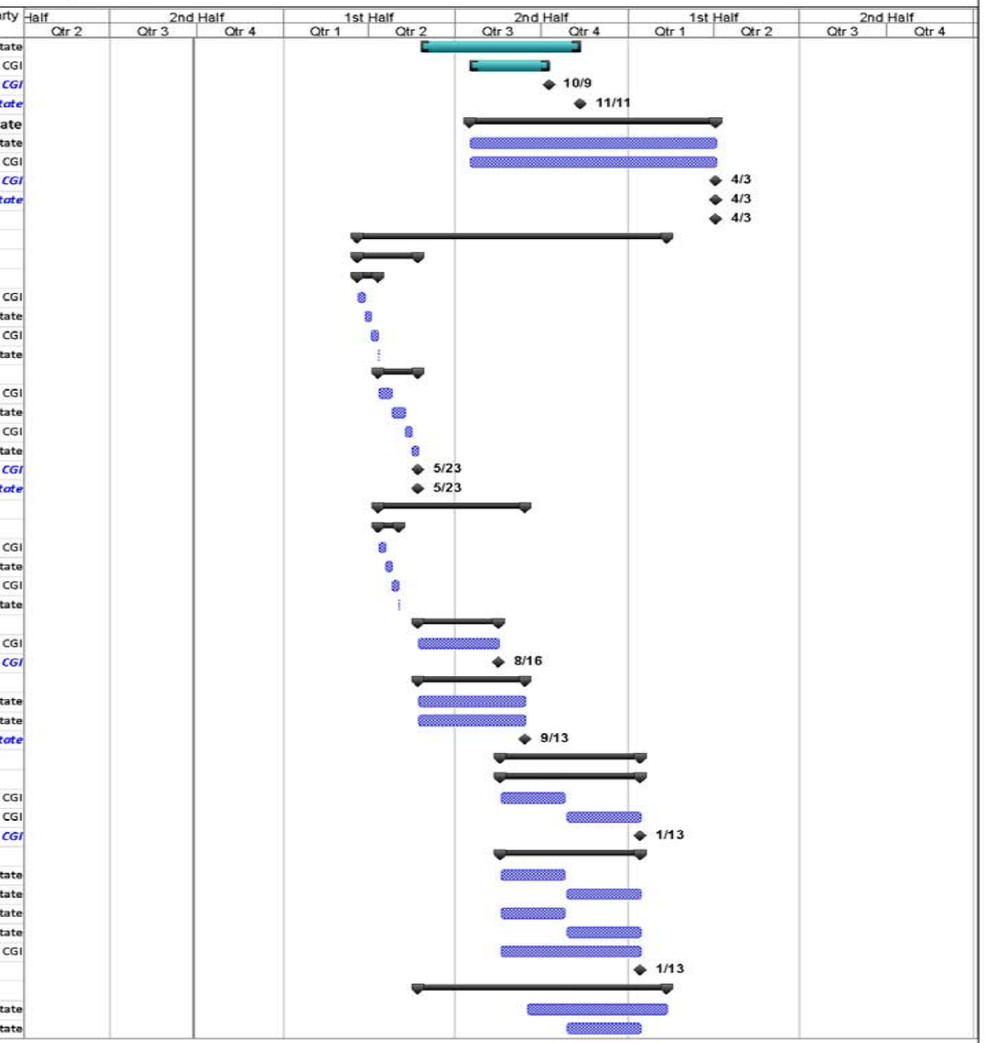
ID	WBS	Task Name	Duration	Start	Finish	Resp Party
206	3.4.3.2	Unit Test Software customizations	60 days	Fri 8/23/13	Thu 11/14/13	CGI
207	3.4.3.3	System Test Customizations	40 days	Fri 10/4/13	Mon 12/2/13	CGI
208	3.4.3.4	Review System Test Results	20 days	Fri 11/15/13	Mon 12/16/13	State
209	*3.4.3.5*	*CGI Deliverable: Application Software Customization - Software and System Test Results*	*0 days*	*Mon 12/16/13*	*Mon 12/16/13*	*CGI*
210	*3.4.3.6*	*State Deliverable: Application Software Customization - System Test Results Approved*	*0 days*	*Mon 12/16/13*	*Mon 12/16/13*	*CGI*
211	3.4.3.7	Conduct Client Iteration Test	30 days	Tue 12/17/13	Fri 1/31/14	State
212	3.4.3.8	Support Client Iteration Test	30 days	Tue 12/17/13	Fri 1/31/14	CGI
213	*3.4.3.9*	*State Deliverable: Client Iteration Testing*	*0 days*	*Fri 1/31/14*	*Fri 1/31/14*	*State*
214	3.4.4	Design, Develop and Test Customizations to External Systems	160 days	Mon 5/13/13	Fri 12/27/13	State
215	**3.5**	**Data Conversion**	**400 days**	**Tue 9/4/12**	**Thu 4/3/14**	
216	**3.5.1**	**Data Conversion Plan**	**53 days**	**Mon 3/18/13**	**Wed 5/29/13**	
217	**3.5.1.1**	**Deliverable Expectation Document - Conversion Plan**	**13 days**	**Mon 3/18/13**	**Wed 4/3/13**	
218	3.5.1.1.1	Develop Deliverable Expectation Document	5 days	Mon 3/18/13	Fri 3/22/13	CGI
219	3.5.1.1.2	Review Deliverable Expectation Document	5 days	Mon 3/25/13	Fri 3/29/13	State
220	3.5.1.1.3	Revise Deliverable Expectation Document	2 days	Mon 4/1/13	Tue 4/2/13	CGI
221	3.5.1.1.4	Approve Deliverable Expectation Document	1 day	Wed 4/3/13	Wed 4/3/13	State
222	**3.5.1.2**	**Develop Data Conversion Plan**	**18 days**	**Thu 4/4/13**	**Mon 4/29/13**	
223	3.5.1.2.1	Develop Data Conversion Plan	10 days	Thu 4/4/13	Wed 4/17/13	CGI
224	3.5.1.2.2	Review Data Conversion Plan	5 days	Thu 4/18/13	Wed 4/24/13	State
225	3.5.1.2.3	Revise Data Conversion Plan	2 days	Thu 4/25/13	Fri 4/26/13	CGI
226	3.5.1.2.4	Approve Data Conversion Plan	1 day	Mon 4/29/13	Mon 4/29/13	State
227	*3.5.1.2.5*	*CGI Deliverable: Data Conversion Plan*	*0 days*	*Mon 4/29/13*	*Mon 4/29/13*	*CGI*
228	*3.5.1.2.6*	*State Deliverable: Approve Data Conversion Plan*	*0 days*	*Mon 4/29/13*	*Mon 4/29/13*	*State*
229	3.5.1.3	Develop Crosswalks for Legacy System	40 days	Thu 4/4/13	Wed 5/29/13	State
230	3.5.1.4	Provide Legacy System Layouts and Input Files and Assist with Data Mapping	10 days	Thu 4/4/13	Wed 4/17/13	State
231	3.5.1.5	Support Legacy System Analysis/Mapping	40 days	Thu 4/4/13	Wed 5/29/13	CGI
232	**3.5.2**	**Data Conversion Design**	**74 days**	**Thu 4/4/13**	**Wed 7/17/13**	
233	**3.5.2.1**	**Deliverable Expectation Document - Conversion Designs**	**16 days**	**Thu 4/4/13**	**Thu 4/25/13**	
234	3.5.2.1.1	Develop Deliverable Expectation Document	5 days	Thu 4/4/13	Wed 4/10/13	CGI
235	3.5.2.1.2	Review Deliverable Expectation Document	5 days	Thu 4/11/13	Wed 4/17/13	State
236	3.5.2.1.3	Revise Deliverable Expectation Document	5 days	Thu 4/18/13	Wed 4/24/13	CGI
237	3.5.2.1.4	Approve Deliverable Expectation Document	1 day	Thu 4/25/13	Thu 4/25/13	State
238	**3.5.2.2**	**Develop Conversion Designs**	**56 days**	**Tue 4/30/13**	**Wed 7/17/13**	
239	3.5.2.2.1	Draft Conversion Design(DSDs)	40 days	Tue 4/30/13	Mon 6/24/13	CGI
240	3.5.2.2.2	Review and Approve Conversion Design(DSDs)	10 days	Tue 6/25/13	Tue 7/9/13	State
241	3.5.2.2.3	Revise Conversion Designs (DSDs)	5 days	Wed 7/10/13	Tue 7/16/13	CGI
242	3.5.2.2.4	Approve Conversion Designs (DSDs)	1 day	Wed 7/17/13	Wed 7/17/13	State
243	*3.5.2.2.5*	*CGI Deliverable: Data Conversion Designs*	*0 days*	*Wed 7/17/13*	*Wed 7/17/13*	*CGI*
244	*3.5.2.2.6*	*State Deliverable: Approve Data Conversion Designs*	*0 days*	*Wed 7/17/13*	*Wed 7/17/13*	*State*
245	**3.5.3**	**Data Conversion Software Development & Testing**	**326 days**	**Tue 9/4/12**	**Mon 12/16/13**	
246	3.5.3.1	Provide COFRS Layouts & Input Files and Assist with Data Mapping	20 days	Tue 9/4/12	Mon 10/1/12	State
247	3.5.3.2	Develop Crosswalks for COFRS	20 days	Tue 9/4/12	Mon 10/1/12	State
248	*3.5.3.3*	*State Deliverable: Crosswalks and Legacy System Analysis*	*0 days*	*Mon 10/1/12*	*Mon 10/1/12*	*State*
249	3.5.3.4	Develop Conversion Programs	80 days	Thu 7/18/13	Wed 11/6/13	CGI
250	3.5.3.5	Test Conversion Programs	20 days	Thu 11/7/13	Fri 12/6/13	CGI
251	3.5.3.6	Review Data Conversion Software	10 days	Mon 11/25/13	Fri 12/6/13	State
252	3.5.3.7	Revise Conversio Software	5 days	Mon 12/9/13	Fri 12/13/13	CGI
253	3.5.3.8	Approve Conversion Software	1 day	Mon 12/16/13	Mon 12/16/13	State
254	*3.5.3.9*	*CGI Deliverable: Data Conversion Software*	*0 days*	*Mon 12/16/13*	*Mon 12/16/13*	*CGI*
255	**3.5.4**	**Data Cleansing**	**135 days**	**Mon 5/6/13**	**Mon 11/11/13**	**State**
256	3.5.4.1	Identify Data to be Cleansed	40 days	Mon 5/6/13	Fri 6/28/13	State



COFRS II WBS 5

COFRS II
Work Breakdown Structure

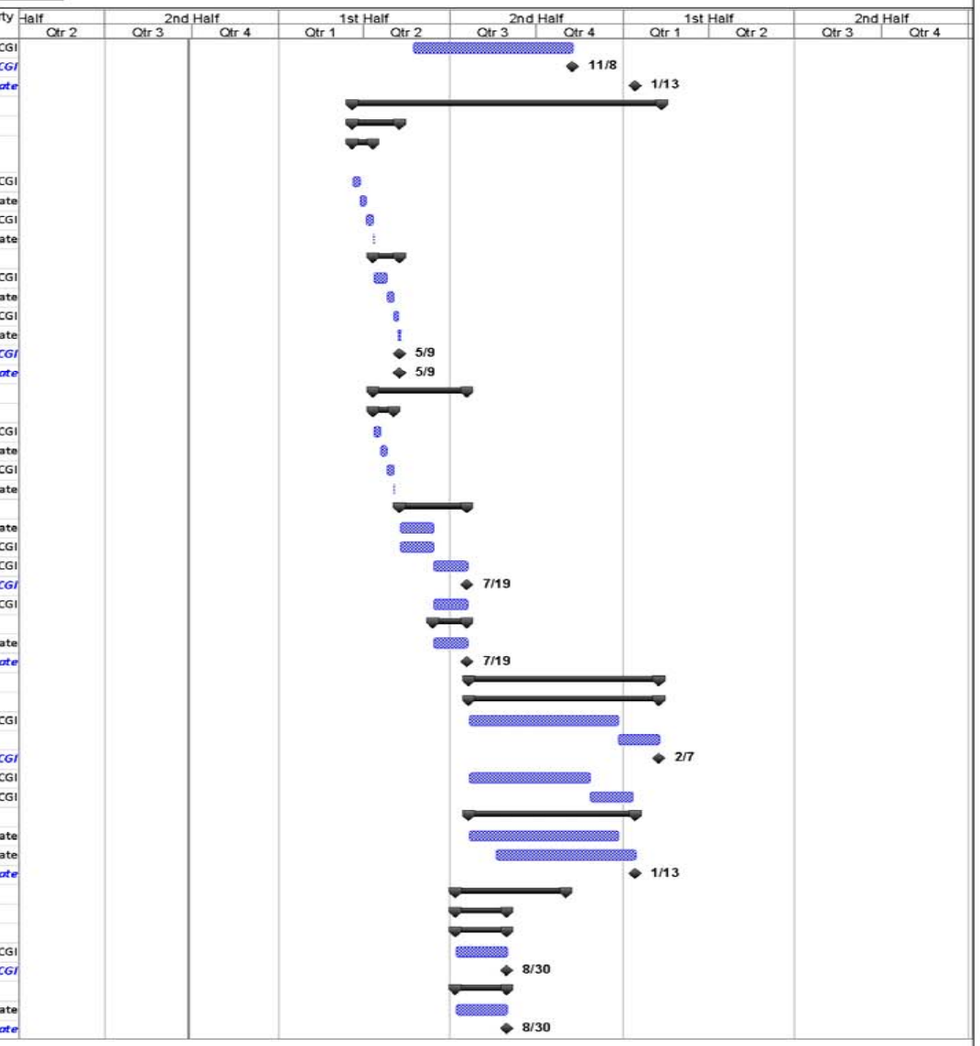
ID	WBS	Task Name	Duration	Start	Finish	Resp Party
257	3.5.4.2	Cleanse Data	120 days	Mon 5/27/13	Mon 11/11/13	State
258	3.5.4.3	Support Data Cleansing Activities (3 mos)	60 days	Thu 7/18/13	Wed 10/9/13	CGI
259	*3.5.4.4*	*CGI Deliverable: Data Cleansing Support*	*0 days*	*Wed 10/9/13*	*Wed 10/9/13*	*CGI*
260	*3.5.4.5*	*State Deliverable: Cleanse Data*	*0 days*	*Mon 11/11/13*	*Mon 11/11/13*	*State*
261	**3.5.5**	**Chart of Accounts Load & Manual Conversion and Testing**	**180 days**	**Thu 7/18/13**	**Thu 4/3/14**	**State**
262	3.5.5.1	Load Chart of Accounts & Manual Conversion and Conduct Testing	180 days	Thu 7/18/13	Thu 4/3/14	State
263	3.5.5.2	Support COA Load & Manual Conversion and Testing	180 days	Thu 7/18/13	Thu 4/3/14	CGI
264	*3.5.5.3*	*CGI Deliverable: COA Load & Manual Conversion Support*	*0 days*	*Thu 4/3/14*	*Thu 4/3/14*	*CGI*
265	*3.5.5.4*	*State Deliverable: COA Load & Manual Data Conversion*	*0 days*	*Thu 4/3/14*	*Thu 4/3/14*	*State*
266	*3.5.5.5*	*Milestone: Conversion Complete*	*0 days*	*Thu 4/3/14*	*Thu 4/3/14*	
267	**3.6**	**System Interfaces**	**226 days**	**Thu 3/21/13**	**Mon 2/10/14**	
268	**3.6.1**	**System Interface Plan**	**46 days**	**Thu 3/21/13**	**Thu 5/23/13**	
269	**3.6.1.1**	**Deliverable Expectation Document - System Interface Plan**	**16 days**	**Thu 3/21/13**	**Thu 4/11/13**	
270	3.6.1.1.1	Develop Deliverable Expectation document	5 days	Thu 3/21/13	Wed 3/27/13	CGI
271	3.6.1.1.2	Review Deliverable Expectation document	5 days	Thu 3/28/13	Wed 4/3/13	State
272	3.6.1.1.3	Revise Deliverable Expectation document	5 days	Thu 4/4/13	Wed 4/10/13	CGI
273	3.6.1.1.4	Approve Deliverable Expectation document	1 day	Thu 4/11/13	Thu 4/11/13	State
274	**3.6.1.2**	**Develop System Interface Plan**	**30 days**	**Fri 4/12/13**	**Thu 5/23/13**	
275	3.6.1.2.1	Draft System Interface Plan	10 days	Fri 4/12/13	Thu 4/25/13	CGI
276	3.6.1.2.2	Review Interface Plan	10 days	Fri 4/26/13	Thu 5/9/13	State
277	3.6.1.2.3	Revise System Interface Plan	5 days	Fri 5/10/13	Thu 5/16/13	CGI
278	3.6.1.2.4	Approve Deliverable Expectation Plan	5 days	Fri 5/17/13	Thu 5/23/13	State
279	*3.6.1.2.5*	*CGI Deliverable: System Interface Plan*	*0 days*	*Thu 5/23/13*	*Thu 5/23/13*	*CGI*
280	*3.6.1.2.6*	*State Deliverable: Approve System Interface Plan*	*0 days*	*Thu 5/23/13*	*Thu 5/23/13*	*State*
281	**3.6.2**	**System Interface Designs**	**110 days**	**Fri 4/12/13**	**Fri 9/13/13**	
282	**3.6.2.1**	**Develop Deliverable Expectation document - System Interface Designs**	**16 days**	**Fri 4/12/13**	**Fri 5/3/13**	
283	3.6.2.1.1	Develop Deliverable Expectation document	5 days	Fri 4/12/13	Thu 4/18/13	CGI
284	3.6.2.1.2	Review Deliverable Expectation document	5 days	Fri 4/19/13	Thu 4/25/13	State
285	3.6.2.1.3	Revise Deliverable Expectation document	5 days	Fri 4/26/13	Thu 5/2/13	CGI
286	3.6.2.1.4	Approve Deliverable Expectation document	1 day	Fri 5/3/13	Fri 5/3/13	State
287	**3.6.2.2**	**Develop System Interface Designs (CGI)**	**60 days**	**Fri 5/24/13**	**Fri 8/16/13**	
288	3.6.2.2.1	Develop Inbound System Interface Designs	60 days	Fri 5/24/13	Fri 8/16/13	CGI
289	*3.6.2.2.2*	*CGI Deliverable: System Interface Designs*	*0 days*	*Fri 8/16/13*	*Fri 8/16/13*	*CGI*
290	**3.6.2.3**	**Develop System Interface Designs (State)**	**80 days**	**Fri 5/24/13**	**Fri 9/13/13**	
291	3.6.2.3.1	Develop Outbound Interface Designs	80 days	Fri 5/24/13	Fri 9/13/13	State
292	3.6.2.3.2	Develop Inbound Interface Designs (State Design)	80 days	Fri 5/24/13	Fri 9/13/13	State
293	*3.6.2.3.3*	*State Deliverable: System Interface Designs*	*0 days*	*Fri 9/13/13*	*Fri 9/13/13*	*State*
294	**3.6.3**	**System Interface Development**	**100 days**	**Mon 8/19/13**	**Mon 1/13/14**	
295	**3.6.3.1**	**Develop System Interfaces (CGI)**	**100 days**	**Mon 8/19/13**	**Mon 1/13/14**	
296	3.6.3.1.1	Develop Inbound Interfaces (CGI Development)	50 days	Mon 8/19/13	Fri 10/25/13	CGI
297	3.6.3.1.2	Test Inbound Interfaces (CGI Development)	50 days	Mon 10/28/13	Mon 1/13/14	CGI
298	*3.6.3.1.3*	*CGI Deliverable: Inbound System Interface Software*	*0 days*	*Mon 1/13/14*	*Mon 1/13/14*	*CGI*
299	**3.6.3.2**	**Develop Interfaces (State)**	**100 days**	**Mon 8/19/13**	**Mon 1/13/14**	
300	3.6.3.2.1	Develop Outbound Interfaces	50 days	Mon 8/19/13	Fri 10/25/13	State
301	3.6.3.2.2	Test Outbound Interfaces	50 days	Mon 10/28/13	Mon 1/13/14	State
302	3.6.3.2.3	Develop Inbound Interfaces (State Development)	50 days	Mon 8/19/13	Fri 10/25/13	State
303	3.6.3.2.4	Test Inbound Interfaces (State Development	50 days	Mon 10/28/13	Mon 1/13/14	State
304	3.6.3.2.5	Support State's development effort	100 days	Mon 8/19/13	Mon 1/13/14	CGI
305	*3.6.3.2.6*	*State Deliverable: Delivered Programs for Interfaces*	*0 days*	*Mon 1/13/14*	*Mon 1/13/14*	
306	**3.6.4**	**System Interface Management**	**180 days**	**Fri 5/24/13**	**Mon 2/10/14**	
307	3.6.4.1	Manage & track interface testing (inc establishment of folders & ftp credentials)	100 days	Mon 9/16/13	Mon 2/10/14	State
308	3.6.4.2	Test System Interfaces in State Agency Systems	50 days	Mon 10/28/13	Mon 1/13/14	State



COFRS II WBS 6

COFRS II
Work Breakdown Structure

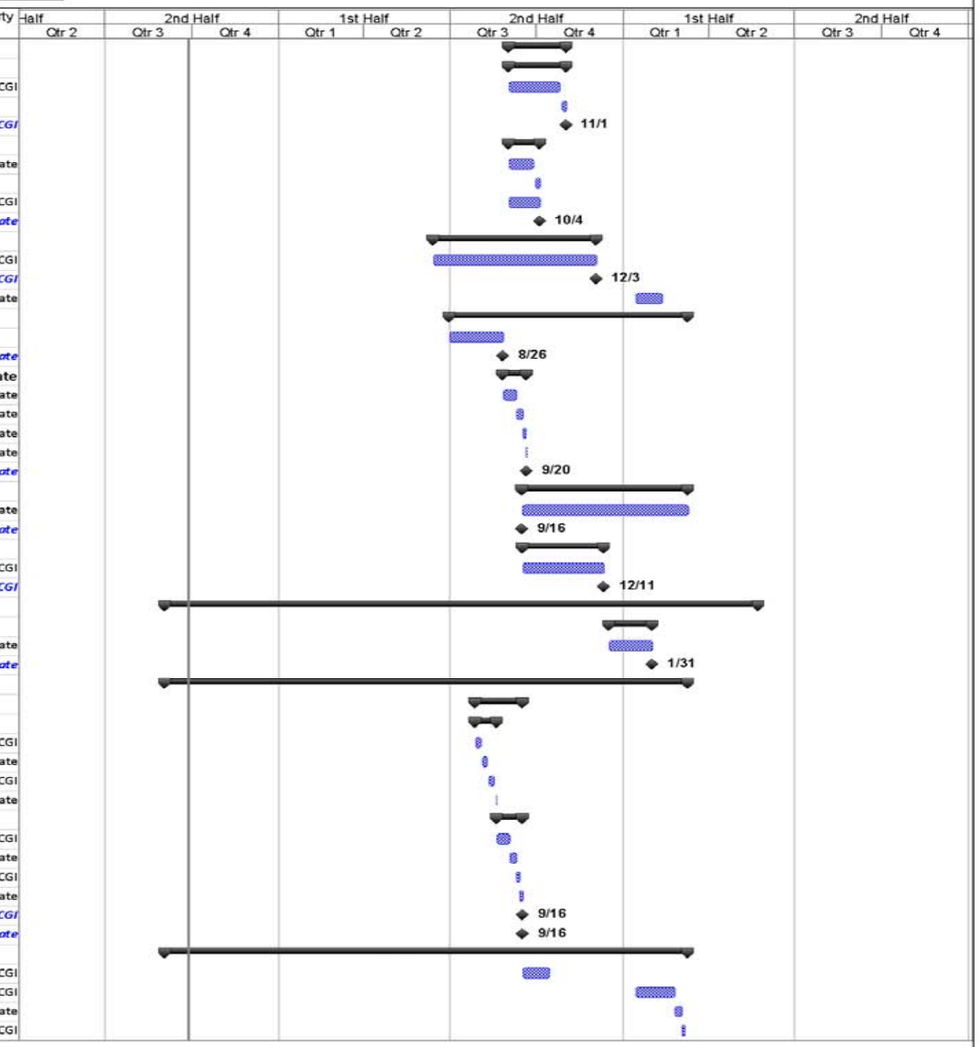
ID	WBS	Task Name	Duration	Start	Finish	Resp Party
309	3.6.4.3	Support State's System Interface Effort (6 mos)	120 days	Fri 5/24/13	Fri 11/8/13	CGI
310	*3.6.4.4*	*CGI Deliverable: System Interface Support*	*0 days*	*Fri 11/8/13*	*Fri 11/8/13*	*CGI*
311	*3.6.4.5*	*State Deliverable: Manage and Track System Interface Testing*	*0 days*	*Mon 1/13/14*	*Mon 1/13/14*	*State*
312	**3.7**	**Reports, Data Warehouse and Forms**	**226 days**	**Thu 3/21/13**	**Mon 2/10/14**	
313	**3.7.1**	**Reports, Data Warehouse and Forms Plan**	**36 days**	**Thu 3/21/13**	**Thu 5/9/13**	
314	**3.7.1.1**	**Develop Deliverable Expectation Document - Reports, Data Warehouse and Forms Plan**	**16 days**	**Thu 3/21/13**	**Thu 4/11/13**	
315	3.7.1.1.1	Develop Deliverable Expectation document	5 days	Thu 3/21/13	Wed 3/27/13	CGI
316	3.7.1.1.2	Review Deliverable Expectation document	5 days	Thu 3/28/13	Wed 4/3/13	State
317	3.7.1.1.3	Revise Deliverable Expectation document	5 days	Thu 4/4/13	Wed 4/10/13	CGI
318	3.7.1.1.4	Approve Deliverable Expectation document	1 day	Thu 4/11/13	Thu 4/11/13	State
319	**3.7.1.2**	**Develop Reports, Data Warehouse and Form Plan**	**20 days**	**Fri 4/12/13**	**Thu 5/9/13**	
320	3.7.1.2.1	Draft Plan for Reports and Forms	10 days	Fri 4/12/13	Thu 4/25/13	CGI
321	3.7.1.2.2	Review Plan for Reports and Forms	5 days	Fri 4/26/13	Thu 5/2/13	State
322	3.7.1.2.3	Revise Plan for Reports and Forms	3 days	Fri 5/3/13	Tue 5/7/13	CGI
323	3.7.1.2.4	Approve Plans for Reports and Forms	2 days	Wed 5/8/13	Thu 5/9/13	State
324	*3.7.1.2.5*	*CGI Deliverable: Reports, Data Warehouse and Forms Plan*	*0 days*	*Thu 5/9/13*	*Thu 5/9/13*	*CGI*
325	*3.7.1.2.6*	*State Deliverable: Approve Reports, Data Warehouse and Forms Plan*	*0 days*	*Thu 5/9/13*	*Thu 5/9/13*	*State*
326	**3.7.2**	**Reports and DW Design**	**70 days**	**Fri 4/12/13**	**Fri 7/19/13**	
327	**3.7.2.1**	**Develop Deliverable Expectation Document - Reports and DW Design**	**16 days**	**Fri 4/12/13**	**Fri 5/3/13**	
328	3.7.2.1.1	Develop Deliverable Expectation document	5 days	Fri 4/12/13	Thu 4/18/13	CGI
329	3.7.2.1.2	Review Deliverable Expectation document	5 days	Fri 4/19/13	Thu 4/25/13	State
330	3.7.2.1.3	Revise Deliverable Expectation document	5 days	Fri 4/26/13	Thu 5/2/13	CGI
331	3.7.2.1.4	Approve Deliverable Expectation document	1 day	Fri 5/3/13	Fri 5/3/13	State
332	**3.7.2.2**	**Develop Reports and DW Designs (CGI)**	**50 days**	**Fri 5/10/13**	**Fri 7/19/13**	
333	3.7.2.2.1	Create Mapping of Old reports to new	25 days	Fri 5/10/13	Thu 6/13/13	State
334	3.7.2.2.2	Conduct InfoAdv Universes Analysis and Mapping	25 days	Fri 5/10/13	Thu 6/13/13	CGI
335	3.7.2.2.3	Develop Reports Design up to 75 reports (CGI Development)	25 days	Fri 6/14/13	Fri 7/19/13	CGI
336	*3.7.2.2.4*	*CGI Deliverable: Reports and Data Warehouse Designs*	*0 days*	*Fri 7/19/13*	*Fri 7/19/13*	*CGI*
337	3.7.2.2.5	Design DW and ETL processes	25 days	Fri 6/14/13	Fri 7/19/13	CGI
338	**3.7.2.3**	**Develop Reports design (State)**	**25 days**	**Fri 6/14/13**	**Fri 7/19/13**	
339	3.7.2.3.1	Develop Reports Design (State Development)	25 days	Fri 6/14/13	Fri 7/19/13	State
340	*3.7.2.3.2*	*State Deliverable: Reports Designs*	*0 days*	*Fri 7/19/13*	*Fri 7/19/13*	*State*
341	**3.7.3**	**Reports and DW Development**	**139 days**	**Mon 7/22/13**	**Fri 2/7/14**	
342	**3.7.3.1**	**Report and DW development (CGI)**	**139 days**	**Mon 7/22/13**	**Fri 2/7/14**	
343	3.7.3.1.1	Develop Reports up to 75 reports (CGI Development)	110 days	Mon 7/22/13	Thu 12/26/13	CGI
344	3.7.3.1.2	Test Reports up to 75 reports (CGI Development)	29 days	Fri 12/27/13	Fri 2/7/14	
345	*3.7.3.1.3*	*CGI Deliverable: Report and Data Warehouse Software*	*0 days*	*Fri 2/7/14*	*Fri 2/7/14*	*CGI*
346	3.7.3.1.4	Develop DW and ETL processes	90 days	Mon 7/22/13	Tue 11/26/13	CGI
347	3.7.3.1.5	Test DW and ETL processes	29 days	Wed 11/27/13	Fri 1/10/14	CGI
348	**3.7.3.2**	**Develop Reports (State Development)**	**120 days**	**Mon 7/22/13**	**Mon 1/13/14**	
349	3.7.3.2.1	Develop Reports (State)	110 days	Mon 7/22/13	Thu 12/26/13	State
350	3.7.3.2.2	Test Reports (State)	100 days	Mon 8/19/13	Mon 1/13/14	State
351	*3.7.3.2.3*	*State Deliverable: Reports Software*	*0 days*	*Mon 1/13/14*	*Mon 1/13/14*	*State*
352	**3.7.4**	**Adobe Forms**	**85 days**	**Mon 7/8/13**	**Fri 11/1/13**	
353	**3.7.4.1**	**Forms Design**	**40 days**	**Mon 7/8/13**	**Fri 8/30/13**	
354	**3.7.4.1.1**	**Forms Design (CGI)**	**40 days**	**Mon 7/8/13**	**Fri 8/30/13**	
355	3.7.4.1.1.1	Develop Forms Design up to 10 Forms (CGI Development)	40 days	Mon 7/8/13	Fri 8/30/13	CGI
356	*3.7.4.1.1.2*	*CGI Deliverable: Forms Designs*	*0 days*	*Fri 8/30/13*	*Fri 8/30/13*	*CGI*
357	**3.7.4.1.2**	**Forms Design (State)**	**40 days**	**Mon 7/8/13**	**Fri 8/30/13**	
358	3.7.4.1.2.1	Develop Forms Design (State Development)	40 days	Mon 7/8/13	Fri 8/30/13	State
359	*3.7.4.1.2.2*	*State Deliverable: Forms Designs*	*0 days*	*Fri 8/30/13*	*Fri 8/30/13*	*State*



COFRS II WBS 7

COFRS II
Work Breakdown Structure

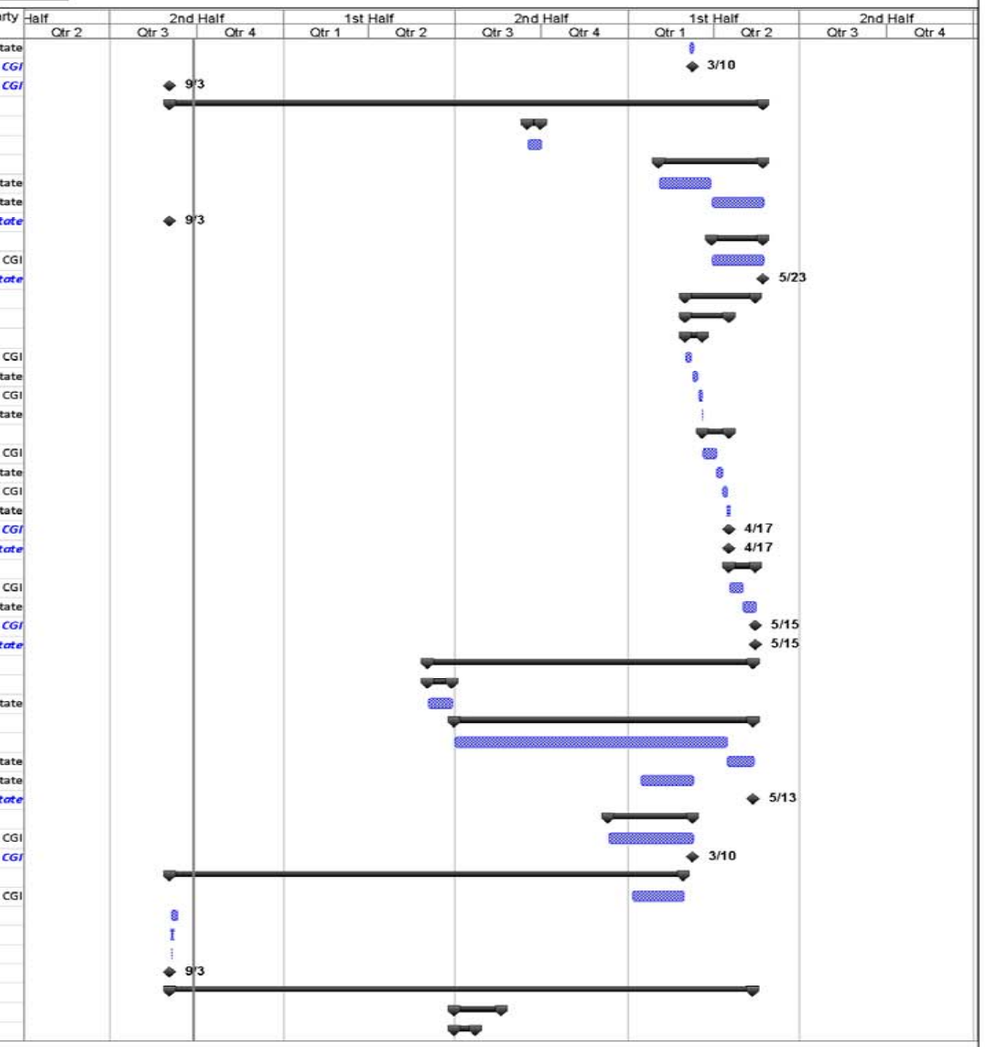
ID	WBS	Task Name	Duration	Start	Finish	Resp Party
360	**3.7.4.2**	**Forms Development**	**45 days**	**Mon 9/2/13**	**Fri 11/1/13**	
361	**3.7.4.2.1**	**Forms Development (CGI)**	**45 days**	**Mon 9/2/13**	**Fri 11/1/13**	
362	3.7.4.2.1.1	Develop forms up to 10 forms (CGI Development)	40 days	Mon 9/2/13	Fri 10/25/13	CGI
363	3.7.4.2.1.2	Test Forms up to 10 forms (CGI Development)	5 days	Mon 10/28/13	Fri 11/1/13	
364	***3.7.4.2.1.3***	***CGI Deliverable: Forms Software***	***0 days***	***Fri 11/1/13***	***Fri 11/1/13***	***CGI***
365	**3.7.4.2.2**	**Forms Development (State)**	**25 days**	**Mon 9/2/13**	**Fri 10/4/13**	
366	3.7.4.2.2.1	Develop Forms (State Development)	20 days	Mon 9/2/13	Fri 9/27/13	State
367	3.7.4.2.2.2	Test Forms (State Development)	5 days	Mon 9/30/13	Fri 10/4/13	
368	3.7.4.2.2.3	Support State Forms Development	25 days	Mon 9/2/13	Fri 10/4/13	CGI
369	***3.7.4.2.2.4***	***State Deliverable: Forms Software***	***0 days***	***Fri 10/4/13***	***Fri 10/4/13***	***State***
370	**3.7.5**	**Report and Forms Support**	**120 days**	**Fri 6/14/13**	**Tue 12/3/13**	
371	3.7.5.1	Support State Developed Reports and Forms	120 days	Fri 6/14/13	Tue 12/3/13	CGI
372	***3.7.5.2***	***CGI Deliverable: Report and Forms Support***	***0 days***	***Tue 12/3/13***	***Tue 12/3/13***	***CGI***
373	3.7.6	Create Mapping of Old to New Reports and Forms	20 days	Tue 1/14/14	Mon 2/10/14	State
374	**3.8**	**Security & Workflow Configuration**	**174 days**	**Mon 7/1/13**	**Mon 3/10/14**	
375	3.8.1	Analyze COFRS Set-up	40 days	Mon 7/1/13	Mon 8/26/13	
376	***3.8.2***	***State Deliverable: COFRS Security Analyzed***	***0 days***	***Mon 8/26/13***	***Mon 8/26/13***	***State***
377	**3.8.3**	**Security & Workflow Plan**	**19 days**	**Tue 8/27/13**	**Fri 9/20/13**	**State**
378	3.8.3.1	Develop Plan	10 days	Tue 8/27/13	Mon 9/9/13	State
379	3.8.3.2	Review Plan	5 days	Tue 9/10/13	Mon 9/16/13	State
380	3.8.3.3	Revise Plan	3 days	Tue 9/17/13	Thu 9/19/13	State
381	3.8.3.4	Finalize Plan	1 day	Fri 9/20/13	Fri 9/20/13	State
382	***3.8.3.5***	***State Deliverable: Security & Workflow Plan***	***0 days***	***Fri 9/20/13***	***Fri 9/20/13***	***State***
383	**3.8.4**	**Setup Security & Workflow**	**120 days**	**Mon 9/16/13**	**Mon 3/10/14**	
384	3.8.4.1	Setup Security and Workflow	120 days	Mon 9/16/13	Mon 3/10/14	State
385	***3.8.4.2***	***State Deliverable: Setup Security and Workflow***	***60 days***	***Mon 9/16/13***	***Tue 12/10/13***	***State***
386	**3.8.5**	**Support Security & Workflow**	**60 days**	**Tue 9/17/13**	**Wed 12/11/13**	
387	3.8.5.1	Provide Support for Security & Workflow (3 mos)	60 days	Tue 9/17/13	Wed 12/11/13	CGI
388	***3.8.5.2***	***CGI Deliverable: Security & Workflow Support***	***0 days***	***Wed 12/11/13***	***Wed 12/11/13***	***CGI***
389	**3.9**	**Testing**	**436 days**	**Mon 9/3/12**	**Fri 5/23/14**	
390	**3.9.1**	**Client Interation Testing**	**30 days**	**Tue 12/17/13**	**Fri 1/31/14**	
391	3.9.1.1	Conduction Client Iteration Testing	30 days	Tue 12/17/13	Fri 1/31/14	State
392	***3.9.1.2***	***State Deliverable: Client Iteration Testing***	***0 days***	***Fri 1/31/14***	***Fri 1/31/14***	***State***
393	**3.9.2**	**Integrated System Test**	**382 days**	**Mon 9/3/12**	**Mon 3/10/14**	
394	**3.9.2.1**	**Integrated System Test Plan**	**36 days**	**Mon 7/29/13**	**Mon 9/16/13**	
395	**3.9.2.1.1**	**Deliverable Expectation Document - Integrated System Test Plan**	**16 days**	**Mon 7/29/13**	**Mon 8/19/13**	
396	3.9.2.1.1.1	Develop Deliverable Expectation document	5 days	Mon 7/29/13	Fri 8/2/13	CGI
397	3.9.2.1.1.2	Review Deliverable Expectation document	5 days	Mon 8/5/13	Fri 8/9/13	State
398	3.9.2.1.1.3	Revise Deliverable Expectation document	5 days	Mon 8/12/13	Fri 8/16/13	CGI
399	3.9.2.1.1.4	Approve Deliverable Expectation document	1 day	Mon 8/19/13	Mon 8/19/13	State
400	**3.9.2.1.2**	**Develop Integrated System Test Plan**	**20 days**	**Tue 8/20/13**	**Mon 9/16/13**	
401	3.9.2.1.2.1	Develop Integrated System Test Plan	10 days	Tue 8/20/13	Mon 9/2/13	CGI
402	3.9.2.1.2.2	Review Integrated System Test Plan	5 days	Tue 9/3/13	Mon 9/9/13	State
403	3.9.2.1.2.3	Revise Integrated System Test Plan	3 days	Tue 9/10/13	Thu 9/12/13	CGI
404	3.9.2.1.2.4	Approve Integrated System Test Plan	2 days	Fri 9/13/13	Mon 9/16/13	State
405	***3.9.2.1.2.5***	***CGI Deliverable: Integrated SystemTesting Plan***	***0 days***	***Mon 9/16/13***	***Mon 9/16/13***	***CGI***
406	***3.9.2.1.2.6***	***State Deliverable: Approve Integrated SystemTesting Plan***	***0 days***	***Mon 9/16/13***	***Mon 9/16/13***	***State***
407	**3.9.2.2**	**System Integration Testing Scripts & Execution**	**382 days**	**Mon 9/3/12**	**Mon 3/10/14**	
408	3.9.2.2.1	Develop Scripts	20 days	Tue 9/17/13	Mon 10/14/13	CGI
409	3.9.2.2.2	Execute Integrated System Test	30 days	Tue 1/14/14	Mon 2/24/14	CGI
410	3.9.2.2.3	Review System Test Results	5 days	Tue 2/25/14	Mon 3/3/14	State
411	3.9.2.2.4	Revise System Test Results	3 days	Tue 3/4/14	Thu 3/6/14	CGI



COFRS II WBS 8

COFRS II
Work Breakdown Structure

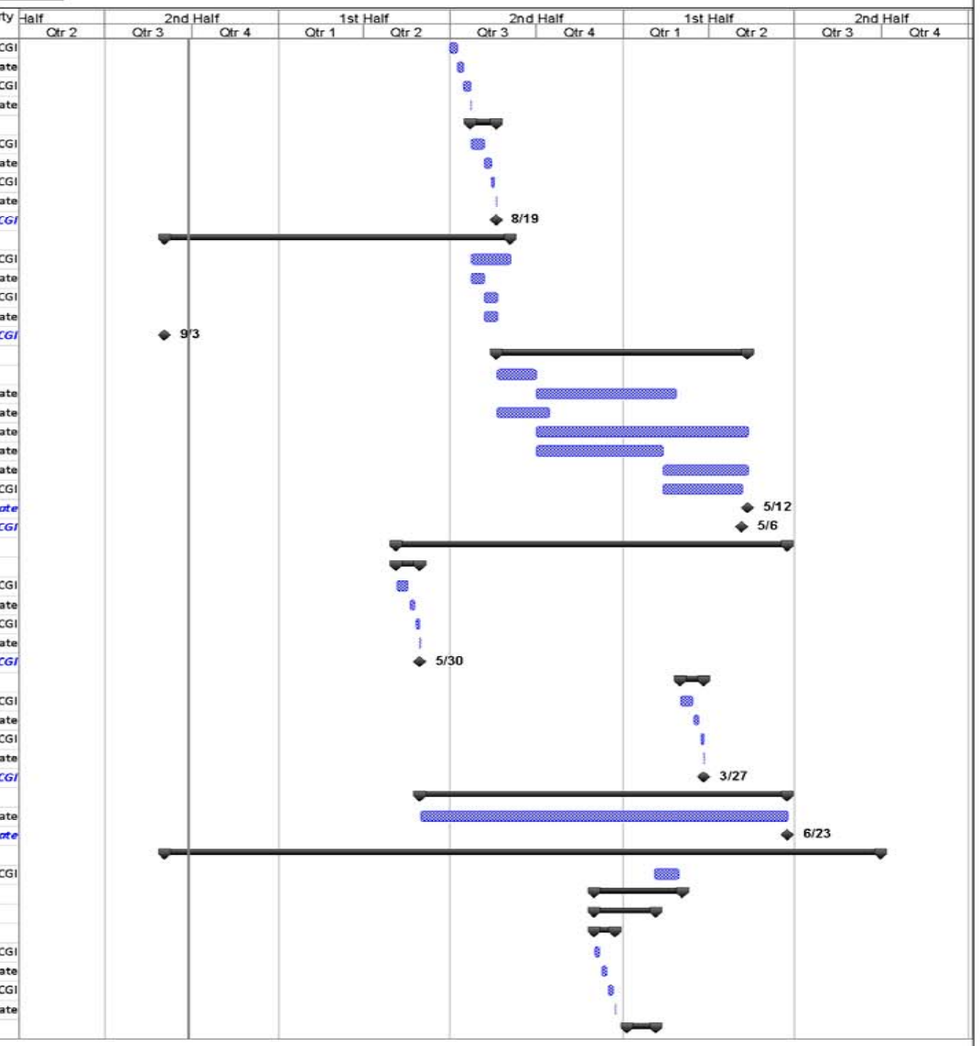
ID	WBS	Task Name	Duration	Start	Finish	Resp Party
412	3.9.2.2.5	Approve System Test Results	2 days	Fri 3/7/14	Mon 3/10/14	State
413	*3.9.2.2.6*	*CGI Deliverable: Integrated System Test Scripts & Results*	*0 days*	*Mon 3/10/14*	*Mon 3/10/14*	*CGI*
414	*3.9.2.2.7*	*State Deliverable: Approve Integrated System Test Scripts & Results*	*0 days*	*Mon 9/3/12*	*Mon 9/3/12*	*CGI*
415	**3.9.3**	**User Acceptance Test**	**436 days**	**Mon 9/3/12**	**Fri 5/23/14**	
416	**3.9.3.1**	**Plan**	**10 days**	**Tue 9/17/13**	**Mon 9/30/13**	
417	3.9.3.1.1	Develop UAT Plan	10 days	Tue 9/17/13	Mon 9/30/13	
418	**3.9.3.2**	**Script & Execution**	**80 days**	**Mon 2/3/14**	**Fri 5/23/14**	
419	3.9.3.2.1	Develop User Acceptance Scripts	40 days	Mon 2/3/14	Fri 3/28/14	State
420	3.9.3.2.2	Execute User Acceptance Test	40 days	Mon 3/31/14	Fri 5/23/14	State
421	*3.9.3.3*	*State Deliverable: UAT Plan, Scripts and Results*	*0 days*	*Mon 9/3/12*	*Mon 9/3/12*	*State*
422	**3.9.3.4**	**Support**	**40 days**	**Mon 3/31/14**	**Fri 5/23/14**	
423	3.9.3.4.1	Support User Acceptance Test and Address reported issues	40 days	Mon 3/31/14	Fri 5/23/14	CGI
424	*3.9.3.4.2*	*CGI Deliverable: User Acceptance Testing Support*	*0 days*	*Fri 5/23/14*	*Fri 5/23/14*	*State*
425	**3.9.4**	**Performance Test**	**54 days**	**Mon 3/3/14**	**Thu 5/15/14**	
426	**3.9.4.1**	**Performance Test Plan**	**34 days**	**Mon 3/3/14**	**Thu 4/17/14**	
427	**3.9.4.1.1**	**Deliverable Expectation Document - Performance Test Plan**	**14 days**	**Mon 3/3/14**	**Thu 3/20/14**	
428	3.9.4.1.1.1	Develop Deliverable Expectation document	5 days	Mon 3/3/14	Fri 3/7/14	CGI
429	3.9.4.1.1.2	Review Deliverable Expectation document	5 days	Mon 3/10/14	Fri 3/14/14	State
430	3.9.4.1.1.3	Revise Deliverable Expectation document	3 days	Mon 3/17/14	Wed 3/19/14	CGI
431	3.9.4.1.1.4	Approve Deliverable Expectation document	1 day	Thu 3/20/14	Thu 3/20/14	State
432	**3.9.4.1.2**	**Develop Performance Test Plan**	**20 days**	**Fri 3/21/14**	**Thu 4/17/14**	
433	3.9.4.1.2.1	Develop Performance Test Plan	10 days	Fri 3/21/14	Thu 4/3/14	CGI
434	3.9.4.1.2.2	Review Performance Test Plan	5 days	Fri 4/4/14	Thu 4/10/14	State
435	3.9.4.1.2.3	Revise Performance Test Plan	3 days	Fri 4/11/14	Tue 4/15/14	CGI
436	3.9.4.1.2.4	Approve Performance Test Plan	2 days	Wed 4/16/14	Thu 4/17/14	State
437	*3.9.4.1.2.5*	*CGI Deliverable: Performance Test Plan*	*0 days*	*Thu 4/17/14*	*Thu 4/17/14*	*CGI*
438	*3.9.4.1.2.6*	*State Deliverable: Approve Performance Test Plan*	*0 days*	*Thu 4/17/14*	*Thu 4/17/14*	*State*
439	**3.9.4.2**	**Script & Execution**	**20 days**	**Fri 4/18/14**	**Thu 5/15/14**	
440	3.9.4.2.1	Execute Performance Test (Project Team and Managed Advantage)	10 days	Fri 4/18/14	Thu 5/1/14	CGI
441	3.9.4.2.2	Review and Approve Performance test results	10 days	Fri 5/2/14	Thu 5/15/14	State
442	*3.9.4.2.3*	*CGI Deliverable: Performance Test Scripts & Results*	*0 days*	*Thu 5/15/14*	*Thu 5/15/14*	*CGI*
443	*3.9.4.2.4*	*State Deliverable: Approve Performance Test Scripts & Results*	*0 days*	*Thu 5/15/14*	*Thu 5/15/14*	*State*
444	**3.10**	**Polices & Procedures**	**240 days**	**Mon 6/3/13**	**Tue 5/13/14**	
445	**3.10.1**	**Plan**	**20 days**	**Mon 6/3/13**	**Fri 6/28/13**	
446	3.10.1.1	Develop Policies and Procedures (P&P)	20 days	Mon 6/3/13	Fri 6/28/13	State
447	**3.10.2**	**Execute**	**220 days**	**Mon 7/1/13**	**Tue 5/13/14**	
448	3.10.2.1	Document P&P Changes	200 days	Mon 7/1/13	Tue 4/15/14	
449	3.10.2.2	Communicate Policy Changes	20 days	Wed 4/16/14	Tue 5/13/14	State
450	3.10.2.3	Develop System Usage and Security Plan	40 days	Tue 1/14/14	Mon 3/10/14	State
451	*3.10.2.4*	*State Deliverable: Policies & Procedures Plan & Execution*	*0 days*	*Tue 5/13/14*	*Tue 5/13/14*	*State*
452	**3.10.3**	**Support**	**60 days**	**Wed 12/11/13**	**Mon 3/10/14**	
453	3.10.3.1	Support P&P,System Usageand Security Plan Development (3 mos)	60 days	Wed 12/11/13	Mon 3/10/14	CGI
454	*3.10.3.2*	*CGI Deliverable: Policies and Procedures Support*	*0 days*	*Mon 3/10/14*	*Mon 3/10/14*	*CGI*
455	**3.11**	**COFRS II Documentation**	**376 days**	**Mon 9/3/12**	**Fri 2/28/14**	
456	3.11.1	Update COFRS II User & System Documentation	40 days	Mon 1/6/14	Fri 2/28/14	CGI
457	3.11.2	Review COFRS II User & System Documentation	5 days	Tue 9/4/12	Mon 9/10/12	
458	3.11.3	Revise COFRS II User & System Documentation	2 days	Tue 9/4/12	Wed 9/5/12	
459	3.11.4	Approve COFRS II User & System Documentation	1 day	Tue 9/4/12	Tue 9/4/12	
460	*3.11.5*	*CGI Deliverable: COFRS II Documentation*	*0 days*	*Mon 9/3/12*	*Mon 9/3/12*	
461	**3.12**	**Trainer & End User Training**	**427 days**	**Mon 9/3/12**	**Mon 5/12/14**	
462	**3.12.1**	**Training Plan**	**35 days**	**Mon 7/1/13**	**Mon 8/19/13**	
463	**3.12.1.1**	**Develop Deliverable Expectation Document - Training Plan**	**16 days**	**Mon 7/1/13**	**Tue 7/23/13**	



COFRS II WBS 9

COFRS II
Work Breakdown Structure

ID	WBS	Task Name	Duration	Start	Finish	Resp Party
464	3.12.1.1.1	Develop Deliverable Expectation document	5 days	Mon 7/1/13	Mon 7/8/13	CGI
465	3.12.1.1.2	Review Deliverable Expectation document	5 days	Tue 7/9/13	Mon 7/15/13	State
466	3.12.1.1.3	Revise Deliverable Expectation document	5 days	Tue 7/16/13	Mon 7/22/13	CGI
467	3.12.1.1.4	Approve Deliverable Expectation document	1 day	Tue 7/23/13	Tue 7/23/13	State
468	**3.12.1.2**	**Training Plan Development**	**19 days**	**Wed 7/24/13**	**Mon 8/19/13**	
469	3.12.1.2.1	Develop Training Plan	10 days	Wed 7/24/13	Tue 8/6/13	CGI
470	3.12.1.2.2	Review Training Plan	5 days	Wed 8/7/13	Tue 8/13/13	State
471	3.12.1.2.3	Revise Training Plan	3 days	Wed 8/14/13	Fri 8/16/13	CGI
472	3.12.1.2.4	Approve Training Plan	1 day	Mon 8/19/13	Mon 8/19/13	State
473	*3.12.1.2.5*	*Milestone: CGI Deliverable: Training Plan*	*0 days*	*Mon 8/19/13*	*Mon 8/19/13*	*CGI*
474	**3.12.2**	**Train the Trainer & System Administrator Training**	**254 days**	**Mon 9/3/12**	**Tue 9/3/13**	
475	3.12.2.1	Develop materials	30 days	Wed 7/24/13	Tue 9/3/13	CGI
476	3.12.2.2	Logistics	10 days	Wed 7/24/13	Tue 8/6/13	State
477	3.12.2.3	Conduct Training Sessions	10 days	Wed 8/7/13	Tue 8/20/13	CGI
478	3.12.2.4	Attend Training	10 days	Wed 8/7/13	Tue 8/20/13	State
479	*3.12.2.5*	*CGI Deliverable: Train the Trainer & System Administrator Training*	*0 days*	*Mon 9/3/12*	*Mon 9/3/12*	*CGI*
480	**3.12.3**	**End User Training**	**184 days**	**Tue 8/20/13**	**Mon 5/12/14**	
481	3.12.3.1	Create End User Training Plan	30 days	Tue 8/20/13	Mon 9/30/13	
482	3.12.3.2	Create End User Training Material	100 days	Tue 10/1/13	Tue 2/25/14	State
483	3.12.3.3	Provide Training Facilities & Equipment	40 days	Tue 8/20/13	Mon 10/14/13	State
484	3.12.3.4	Manage End User Training Logistics & Scheduling	154 days	Tue 10/1/13	Mon 5/12/14	State
485	3.12.3.5	Populate Training Database	90 days	Tue 10/1/13	Tue 2/11/14	State
486	3.12.3.6	Conduct End User Training	64 days	Wed 2/12/14	Mon 5/12/14	State
487	3.12.3.7	Support End User Training Sessions	60 days	Wed 2/12/14	Tue 5/6/14	CGI
488	*3.12.3.8*	*State Deliverable: End User Training Material & Delivery*	*0 days*	*Mon 5/12/14*	*Mon 5/12/14*	*State*
489	*3.12.3.9*	*Milestone: CGI Deliverable: End User Training Support Complete*	*0 days*	*Tue 5/6/14*	*Tue 5/6/14*	*CGI*
490	**3.13**	**Readiness Assessment**	**289 days**	**Mon 5/6/13**	**Mon 6/23/14**	
491	**3.13.1**	**Checklist**	**19 days**	**Mon 5/6/13**	**Thu 5/30/13**	
492	3.13.1.1	Create Implementation Readiness Checklist	10 days	Mon 5/6/13	Fri 5/17/13	CGI
493	3.13.1.2	Review	5 days	Mon 5/20/13	Fri 5/24/13	State
494	3.13.1.3	Revise	3 days	Mon 5/27/13	Wed 5/29/13	CGI
495	3.13.1.4	Approve	1 day	Thu 5/30/13	Thu 5/30/13	State
496	*3.13.1.5*	*CGI Deliverable: Implementation Readiness Checklist*	*0 days*	*Thu 5/30/13*	*Thu 5/30/13*	*CGI*
497	**3.13.2**	**Checklist**	**19 days**	**Mon 3/3/14**	**Thu 3/27/14**	
498	3.13.2.1	Prepare Operational Readiness Assessment Checklist (Managed Advantage)	10 days	Mon 3/3/14	Fri 3/14/14	CGI
499	3.13.2.2	Review	5 days	Mon 3/17/14	Fri 3/21/14	State
500	3.13.2.3	Revise	3 days	Mon 3/24/14	Wed 3/26/14	CGI
501	3.13.2.4	Approve	1 day	Thu 3/27/14	Thu 3/27/14	State
502	*3.13.2.5*	*CGI Deliverable: Operational Readiness Checklist*	*0 days*	*Thu 3/27/14*	*Thu 3/27/14*	*CGI*
503	**3.13.3**	**Conduct**	**270 days**	**Fri 5/31/13**	**Mon 6/23/14**	
504	3.13.3.1	Conduct Readiness Assessments	270 days	Fri 5/31/13	Mon 6/23/14	State
505	*3.13.4*	*State Deliverable: Implementation Readiness Assessment*	*0 days*	*Mon 6/23/14*	*Mon 6/23/14*	*State*
506	**4**	**ACHIEVE PHASE**	**527 days**	**Mon 9/3/12**	**Tue 9/30/14**	
507	4.1	Setup Production Environment (Managed Environment)	20 days	Mon 2/3/14	Fri 2/28/14	CGI
508	**4.2**	**Mock Conversion**	**63 days**	**Mon 12/2/13**	**Tue 3/4/14**	
509	**4.2.1**	**Mock Conversion Plan**	**43 days**	**Mon 12/2/13**	**Tue 2/4/14**	
510	**4.2.1.1**	**Develop Deliverable Expectation**	**16 days**	**Mon 12/2/13**	**Mon 12/23/13**	
511	4.2.1.1.1	Develop Deliverable Expectation document	5 days	Mon 12/2/13	Fri 12/6/13	CGI
512	4.2.1.1.2	Review Deliverable Expectation document	5 days	Mon 12/9/13	Fri 12/13/13	State
513	4.2.1.1.3	Revise Deliverable Expectation document	5 days	Mon 12/16/13	Fri 12/20/13	CGI
514	4.2.1.1.4	Approve Deliverable Expectation document	1 day	Mon 12/23/13	Mon 12/23/13	State
515	**4.2.1.2**	**Develop Mock Conversion Plan**	**22 days**	**Mon 1/6/14**	**Tue 2/4/14**	



COFRS II WBS 10

ATTACHMENT B.2 – DELIVERABLE DEFINITION DOCUMENT

The WBS Section numbers below correspond only with **§C** of **Exhibit B**.

A. The table below provides a list of deliverables to be completed by CGI for the COFRS II Project.

WBS #	Deliverable Name	Work Products and Description	Complexity	Review Duration
1 Project Planning and Management				
1.1.1	Project Plan	• Project Charter specifying project objectives, scope, assumptions, and overall timelines for project phases and major deliverables • A Project Organization Chart including roles and responsibilities for State and CGI teams • The following management plans will be included to describe processes, procedures, tools, and roles and responsibilities during project implementation o Scope Management o Deliverable Management o Team Management o Document Management (including project templates) o Communications Management o Software Change Control o Risk Management o Issue Management o Quality Management o Configuration Management		
1.1.2.4	Project Kickoff Meeting	• Kickoff presentation materials that describes the project governance, structure, scope, activities, roles and responsibilities, and timeline • One kickoff presentation to COFRS II project team	Low	5
1.2.1.6	Project Management Status Reports (CGI Activities)	• Monthly Status Reports, including an executive summary, detailing the following items: o Tasks Completed o Tasks In Progress o Tasks Scheduled but Not Completed o Updated Risks and Issues Logs o Goals for Next Period o Updated Microsoft Project Work Breakdown Structure o Updated matrix of work products/deliverables and their progress for	Low	5

		that period		
2 Envision Phase				
2.2.7	Business Scenario Support	• Provide the State with baseline COFRS II business scenarios • Present high level functional area demonstrations of the COFRS II system, such as, grants, accounts receivable, accounts payable, inventory, etc. to State agency SMEs and frontline functional area staff so they can identify which scenarios are currently being performed, which scenarios are desired for future use and to identify any State-specific scenarios not captured in the baseline business scenarios • Provide the State with assistance and guidance for updating the business scenarios by functional areas to support prototyping activities • Provide the State with assistance in identifying and documenting which business scenarios will be prototyped		
2.3.1.7	Project Team Training for Prototyping	• One overview session per module of COFRS II baseline training for the Project team for the following modules: o CGI Advantage Financial – Base System o CGI Advantage Financial – Treasury Accounting o CGI Advantage Financial – Asset Management o CGI Advantage Financial – Inventory Management o CGI Advantage Procurement Professional o CGI Advantage Vendor Self Service o CGI Advantage Grants Lifecycle Management – Grantee o CGI Advantage Performance Budgeting	Low	N/A
2.3.1.8	Prototype Scripts & Execution	• Prototype Scripts o Data set-up to support Prototype session including reference tables, Chart of Accounts, and sample Operational data o Updated business scenarios o Scheduled prototype sessions • Prototype Execution o Overview of COFRS II functionality being prototyped o Walkthrough of Prototype Scripts o Advice on how COFRS II can be configured to support State	High	10

		business processes when COFRS II best practices does not meet State needs o Documented prototype issues o Document action items		
2.3.2.2.5	Fit Gap Report	• Fit Gap Report comprised of the following: o Functional Fit Assessment for each business area o Identification of business process re-engineering opportunities o Identification of potential Software Modifications o List of application and reference table set-up necessary for implementation o An inventory of prototype issues o An inventory of action items	High	10
2.4.5	Chart of Accounts & Budget Design Support	• Provide State with examples of best practices for Chart of Accounts and Budget Design • Review State Chart of Accounts and Budget Design	Low	N/A
2.6.3	Upgrade Analysis Document	The Upgrade Analysis Document is the accumulation of the Functional Analysis and Implementation Assessment performed during the Envision Phase of the Project. It consists of the following sections: • Executive Summary highlighting the roadmap and implementation approach for the COFRS II Project, planning assumptions, outstanding issues and action items • Fit Gap Report Summary contains highlights of the Fit Gap Analysis • Software Customization Strategy includes: o Brief descriptions of the software Customizations identified and agreed upon o Testing strategy o Description of impacts to other COFRS II Project functionality • Data Conversion Strategy includes the following o A list of tables to be populated and/or set-up for production operations o Preliminary list of source systems and/or files from which data will be converted and the type of data converted o Data cleansing considerations	High	10

		○ Approach for data conversion, including the use of CGI Advantage Financial document formats and rules ○ Data integrity rules for the final version of the tables ○ Preliminary data conversion timing and sequence ○ Required control reporting ○ An indication of the proposed conversion method (automated or manual) ○ Testing strategy, conditions, and cycles • Reporting Strategy includes: ○ An inventory of reports specifying the report title, report usage, frequency, distribution, and distribution methods and its disposition ○ Assignment of reports to State and CGI to be developed to support COFRS II ○ Defined groupings of reports to organize Report Designs and Software into logical work products ○ Description of approach to be used to design, develop and test reports • System Interface Strategy with the following: ○ Approach for system interfaces, including confirmation, replacement, and/or elimination of the interfaces identified by the State and the organization of interfaces into iterations (i.e., logical groupings for work products) ○ Identification and description of the COFRS II documents used for Inbound interfaces ○ Inventory of inbound and outbound interfaces and their corresponding COFRS II document (inbound) • Training and Documentation Strategy includes: ○ The expected number of end users to be trained, the preliminary course titles and content, and the methods in which each training course will be delivered ○ The types of documentation to be produced and the process for maintaining and distributing the materials. Materials include: - Baseline Documentation - Customized User Documentation - Customized Online Help		

		- System Administration Guide • Business Scenario Traceability Matrix (BTM) with one of the following dispositions for each scenario: o Fully met – with baseline functionality and a corresponding description of any application and/or reference table set-up requirements, if needed o Software modification – where the business requirement can be partially or entirely met by a software customization o Business process change – where the business requirement will be met by a change to current business process with no software customization required o Eliminated – where the business requirement is no longer required • Updated Work Breakdown Structure		
3 Create Phase				
3.2.1.4	Technical Team Training	• Training curriculum and materials for technical team training in the following areas: o CGI Advantage Document Load Utility (SysManUtil) o Pervasive Data Integrator o Adobe Forms o infoAdvantage • Technical Training Sessions to review the above-mentioned areas	Low	N/A
3.2.2.4	Functional Team Configuration Training	• Training curriculum and materials for functional team training in the following areas: o System Control Tables Configuration and Setup o Reference Tables Setup o COA Tables Setup • Functional Training Sessions to review the above-mentioned areas	Low	N/A
3.3.4	Application Configuration Support	• Provide guidance on implications of table configuration options • Help resolve application configuration issues • Support provided for 3 months	Low	N/A
3.4.1.2.5	Application Software Customizations - Concept Papers	• Concept Papers will be developed to provide an overview of the Software Modifications identified for the COFRS II Project as a result of the prototyping and Fit-Gap Analysis tasks and to present the estimated	High	10

		cost for the design, development, and testing of the identified Modifications. • A Plan will be developed to organize the Software Modifications approved by the State into iterations (i.e., logical groupings of work products). The plan also outlines the processes, organization, dependencies, assumptions, and schedule for designing, developing and testing the State-approved software Modifications. • Any revisions to the list of Concept Papers and Software Modifications and the associated levels of effort and costs for Functional Design and Software Modifications will be mutually agreed upon by the State and CGI and documented via the Change Notice process.		
3.4.2.2.5	Application Software Customizations – Functional Designs	• For the State-approved Software Modifications, CGI will provide the Software Customization Functional Design Documents which contains purpose, design, potential unit test cases, and assumptions.	High	10
3.4.3.5	Application Software Customizations – Software and System Test Results	• For State-approved software Modifications, CGI will provide the following work products: o Software Customization Developed, Unit Tested, and migrated to COFRS II environment o System test performed and results presented to the State	High	10
3.5.1.2.5	Data Conversion Plan	• Detailed project plan for the design, development and testing of data conversion software • Plan for data conversion load and sequence	Low	5
3.5.2.2.5	Data Conversion Designs	• Data Conversion Maps containing source and target for converted data including transformation rules	High	10
3.5.3.9	Data Conversion Software	• Data Conversion Software Developed, Unit Tested • System test performed and results presented to the State	High	10
3.5.4.4	Data Cleansing Support	• Provide guidance on best practices for cleansing data • Assist State in preparing information and worksheets to facilitate data cleansing • Assist State in testing and reviewing data conversion issues and	Low	N/A

		identifying corrective actions • Supported provided for 3 months		
3.5.5.3	COA Load & Manual Conversion Support	• Provide guidance on best practices for COA and manual conversions • Help resolve issues • Support provided for 3 months	Low	N/A
3.6.1.2.5	System Interface Plan	• Detailed plan for the design, development and testing of system interface software	Low	5

3.6.2.2.2	System Interface Designs	• CGI will develop designs for a maximum of 50 inbound system interfaces which will guide the development of the software
		  ○ Maximum of 50 interface design documents, including purpose of interface, functional requirements, technical requirements, potential unit test cases and assumptions
		  ○ Maximum of 50 interface design maps to standard COFRS II documents
		  ○ A maximum of 15 complex system interfaces will be designed by CGI
			High	10

3.6.3.1.3	Inbound System Interface Software	• A maximum of 50 inbound system interfaces will be developed and unit tested • System test results will be provided to the State	High	10
3.6.4.4	System Interface Support	• Support State in the designs and development of inbound and outbound interfaces • CGI will provide 6 months for the system interface support	Low	N/A
3.7.1.2.5	Report, Data Warehouse and Forms Plan	• Detailed plan for the design, development and testing of report and form software	Low	5
3.7.2.2.4	Report & Data Warehouse Designs	• Report design documents, including purpose, design, potential unit test cases, and assumptions for a maximum of 75 reports • CGI will develop designs for a maximum of 25 complex reports	High	10
3.7.3.1.3	Report & Data Warehouse Software	• A maximum of 75 reports developed and unit tested	Medium	7

		• System test performed and results presented to the State		
3.7.4.1.1.2	Forms Designs	• Form design documents, including purpose, design, potential unit test cases, and assumptions for a maximum of 10 forms	Low	5
3.7.4.2.1.3	Forms Software	• A maximum of 10 forms developed and unit tested • System test performed and results presented to the State	Low	5
3.7.5.2	Reports and Forms Support	• Support State team in the designs and development of reports and forms • CGI will provide 6 months for the reports and form support	Low	N/A
3.8.5.2	Security & Workflow Support	• Review and provide feedback on the Security & Workflow Plan • Provide assistance to setup security profiles, establishment of production user ids, and workflow setup	Low	N/A

3.9.2.1.2.5	Integrated System Test Plan	• One Integrated System Test Kickoff Meeting
		• Integrated System Test Plan consisting of the following:
		  o Identification of functionality to be tested
		  o Defined roles and responsibilities
		  o Updated tracking procedures
			Low	5

3.9.2.2.6	Integrated Test Scripts & Results	• Develop Integrated System Test Scripts and Expected Results • Completed Integrated System Test, reviewed with State's User Acceptance Test team • Integrated System Test Results Report	Medium	7
3.9.3.4	User Acceptance Test Support	• Support for setting-up reference and test data in User Acceptance Test Environment • Support for Development of User Acceptance Test Plan, Kickoff, and User Acceptance Test Activities • Resolved issues reported during User Acceptance Testing • Support for State's technical staff to facilitate User Acceptance Testing	Low	N/A
3.9.4.1.2.5	Performance Test Plan	• Performance Test Kickoff Meeting	Low	5

		• Performance Test Plan containing the following: o Definition of performance targets to be tested o Defined roles and responsibilities o Updated tracking procedures • Develop Performance Test Scripts		
3.9.4.2.3	Performance Test Scripts & Results	• Completed Performance Test • Performance Test Results Report, including performance issues, tuning recommendations and action items	Low	5
3.10.3.2	Policy &Procedures Support	• Support the State in the development and updates to user procedures • CGI will provide support for 3 months	Low	N/A
3.11.5	COFRS II Documentation	• Update COFRS II user and system documentation for CGI developed software customizations	Low	5
3.12.1.2.5	Training Plan	• An assessment of training needs for COFRS II and infoAdvantage to include: o Structure and description of training courses o Proposed course curriculum o Target training groups o Preliminary assessment of training volumes o Resource needs • Training Plan comprised of the results of the assessment plus: o Description of the Train-the-Trainer Program o End user training course catalog describing the training objectives, prerequisites and course content o Description of methods for Train-the-Trainer and end user training o Establishing and administration of the training environment • Support the State in identifying training participants	Medium	7
3.12.2.5	Train-the-Trainer and System Administration Training	• Training materials for train-the-trainer and system administration training • Training environment setup to support training • Training provided to a maximum of 10 trainers and 3 system administrators	Low	N/A
3.12.3.9	End User Training Support	• Review and provide feedback on end user training material	Low	N/A

		• Address questions related to end user training environment configuration • Provide in classroom support • CGI will support end user training for 3 months		
3.13.1.5	Implementation Readiness Checklist	• Provide checklist to monitor department readiness to go-live	Low	5
3.13.2.5	Operational Readiness Checklist	• Provide checklist to monitor the State's operation readiness to go-live	Low	5
4 Achieve Phase				
4.2.1.2.5	Mock Conversion Plan	• Plan that describes the process, timing, roles and responsibilities and assumptions related to Mock Conversion	Low	5
4.2.2.4	Mock Conversion Execution & Results	• A maximum of 3 Mock Conversion will be run using full data extract • Results including duration times, records loaded and data cleansing required • Resolve issues identified during Mock Conversion	Medium	7
4.3.1.5	Cutover Plan	• Plan describing production cutover activities, timing, roles and responsibilities and assumptions • Detailed cutover script that includes the list of activities, sequencing, duration and assignments	High	10
4.3.2.4	COFRS II in Production	• Support for production cutover readiness • Support for production cutover rehearsal • Operations hand-off to the State • System is in production use	Low	N/A
4.4	Post Implementation Support	• Post Implementation Functional Use Monitoring • Post Implementation Performance Characteristics Monitoring • Post Implementation On-site Support (including End User Refresher Training Support) • Update Production Incident Log • Update Change Request Log • Support will be provided for 3 months	Low	N/A

B. The table below provides a list of deliverables to be completed by the State for the COFRS II Project.

WBS #	Deliverable Name	Work Products and Description
1 Project Planning and Management		
1.1.1.4	Approve Project Plan	• Review Project Plan • Provide feedback per the project schedule • Approve Project Plan
1.1.2.5	Project Kickoff Meeting	• Review Project Kickoff Meeting Materials • Provide feedback for Project Kickoff Meeting Materials • Identify State Project Team members to participate in the Project Kickoff Meeting • Participate in Project Kickoff Meeting

1.2.1.7	Project Management - Status Reporting (State Activities)	• Monthly Reports for State's project activities status comprised of a compilation of weekly status reports for the month with an executive summary describing:
		  o Deliverables completed
		  o Updated Risks and issues
		  o Key accomplishments
		  o Goals for Next Period
		  o Updated MS Project Plan
		• Updated matrix of work products/deliverables and their progress
		• Work Breakdown Structure updated as project schedule, milestones, resource assignments and task dependencies evolve

1.3	Change Management & Communication Activities	• Develop Change Management and Communication Plan • Schedule and conduct change management activities • Communicate project status and upcoming activities to the State departments and COFRS II end users • Schedule and conduct department outreach meetings

1.4.2	Establish Project Repository (Clarity)	• Central Project repository for:
		  o Project Standards and Templates for Documentation
		  o Project Documentation
		  o Project Work Products
		  o Project Deliverables

2 Envision Phase		

2.2.3	Validate baseline business scenarios & identify CO specific scenarios	• Document and categorize business scenarios that represent COFRS business operations • Update business scenarios per CGI feedback • Review baseline COFRS II prototype scenarios per the project schedule • Provide feedback for baseline COFRS II prototype scenarios per the project schedule
2.2.4	Identify select business scenarios to prototype	• Identify business scenarios to prototype in COFRS II • Selected scenarios represent unique COFRS business operations
2.3.1.9	Participate in Prototype Sessions	• Review prototyping results for processing of State's business scenarios in COFRS II • Provide feedback on prototyping results per the project schedule

2.4..4	Chart of Accounts & Budget Design	• COA Guidelines comprised of:
		  o Overview of COA for COFRS II
		  o Departmental impacts for the usage of the revised COA
		  o Impacts on the data entry of financial transactions
		• Budget Structure Guidelines comprised of:
		  o Overview of Budget Structures for COFRS II
		  o Departmental impacts for the usage of the revised Budget Structures
		  o Impacts on the data entry of financial and budget control transactions

2.3.2.2.6	Approve Fit-Gap Report	• Review the Fit-Gap Report for supporting the State's business processes in COFRS II • Provide feedback for the Fit-Gap Report per the project schedule • Approve the Fit-Gap Report per the project schedule
2.6.4	Approve Upgrade Analysis Document (UAD)	• Review the Upgrade Analysis Document for upgrading COFRS software to CGI Advantage • Provide feedback for the Upgrade Analysis Document per the project schedule • Approve the Upgrade Analysis Document per the project schedule
3 Create Phase		
3.2.6	Attend Technical Team Training	• Attend technical team training
3.2.1.1	Attend Functional Team Configuration Training	• Attend functional team configuration training
3.3.3	Application Configuration	• Application configured to support the software construction, testing and

		implementation • Application configurations will be identified during the Envision Phase
3.4.1.2.6	Application Software Customizations – Concept Papers Approved	• Review the Concept Papers for Software Customizations to baseline COFRS II • Provide feedback for the Software Customizations Concept Papers per the project schedule • Approve the Software Customizations Concept Papers per the project schedule
3.4.2.2.6	Application Software Customizations – Functional Designs Approved	• Review the Functional Designs for Software Customizations to baseline COFRS II • Provide feedback for the Software Customizations Functional Designs per the project schedule • Approve the Software Customizations Functional Designs per the project schedule
3.4.3.6	Application Software Customizations – System Test Results Approved	• Review the System Test results for the Software Customizations to baseline COFRS II • Provide feedback for the System Test results for the Software Customizations per the project schedule • Approve the System Test results for the Software Customizations per the project schedule
3.4.4	Software Customizations for External System	• Design, develop and test any software customization necessary to external systems
3.5.1.2.6	Approve Data Conversion Plan	• Review the Data Conversion Plan • Provide feedback for the Data Conversion Plan per the project schedule • Approve the Data Conversion plan per the project schedule
3.5.3.3	Crosswalks and Legacy System Analysis	• Participate in the development of crosswalks between COFRS and COFRS II • Provide the required legacy system information to facilitate crosswalk development • Review and provide feedback for the crosswalks between COFRS and COFRS II • Resolve crosswalk issues between COFRS and COFRS II
3.5.4.5	Cleanse Data	• Develop data cleansing plan • Review and resolve data errors identified during data conversion • Review and cleanse legacy system data for conversion to COFRS II
3.5.5.4	COA Load and Manual Data Conversion	• Define and set-up reference tables to support build activities based on the Data Conversion Strategy defined in the Envision Phase for the licensed business areas

3.6.1.2.6	Approve System Interface Plan	• Review the System Interfaces Plan • Provide feedback for the System Interfaces Plan per the project schedule • Approve the System Interfaces Plan per the project schedule
3.6.2.3.3	Outbound Interface Design (State Responsibility)	• State will develop the Interface Design Documents for all outbound interfaces: • Interface Design Documents, including purpose for interface, functional requirements, technical requirements, potential unit test cases, and assumptions • Inbound designs map to standard COFRS II documents
3.6.2	Outbound Interface Software (State Responsibility)	• State will develop the following for all outbound interfaces: • Interfaces Developed, Unit and System Tested
3.6.2.3.3	Inbound Interface Design (State Responsibility)	• State will develop the Interface Design Documents for all inbound interfaces above the 50 being developed by CGI: • Interface Design Documents, including purpose for interface, functional requirements, technical requirements, potential unit test cases, and assumptions • Inbound designs map to standard COFRS II documents
3.6.3.2.6	Inbound Interface Software (State Responsibility)	• State will develop the following for all inbound interfaces above the 50 being developed by CGI: • Interfaces Developed, Unit and System Tested
3.6.4.1	Manage and Track Interface Testing	• Develop plan for tracking the status of testing the interfaces between COFRS II and the State's external systems • Manage the testing of interfaces between COFRS II and the State's external systems • Resolve issues identified during the testing of interfaces between COFRS II and the State's external systems
3.6.4.2	Test Outbound Interfaces in State Agency Systems	• Coordinate the testing of the Outbound interfaces between COFRS II and the external systems • Certify the results of the outbound interfaces in the external systems
3.7.1.2.6	Approve Report, Data Warehouse and Form Plan	• Review the Reports, Data Warehouse and Forms Plan • Provide feedback for the Reports, Data Warehouse and Forms Plan per the project schedule

		• Approve the Reports, Data Warehouse and Forms Plan per the project schedule
3.7.2.3.2	Reports Designs (State Responsibility)	• State will complete the following for all Report Designs above 75 being designed by CGI: • Report Design Documents, including purpose, design, potential unit test cases, and assumptions
3.7.3.2.3	Reports Software (State Responsibility)	• State will complete the following for State designed reports: • Reports Developed, Unit and System Tested
3.7.4.1.2.2	Forms Designs (State Responsibility)	• State will complete the following for all Forms Designs above the 10 being designed by CGI: • Forms Design Documents, including purpose, design, potential unit test cases, and assumptions
3.7.4.2.2.4	Forms Software (State Responsibility)	• State will complete the following for Forms designed by the State: • Forms Developed, Unit and System Tested
3.9.1	Conduct Client Iteration Test	• Develop Test Scripts and Expected Results for delivered Software Customizations • Execute Tests Scripts and verify test results • Document identified issues for resolution per the established issue reporting process for the project
3.9.2.1.2.6	Approve Integrated System Testing Plan	• Review the Integrated System Testing Plan • Provide feedback for the Integrated System Test Plan per the project schedule • Approve the Integrated System Test Plan per the project schedule
3.9.2.2.7	Approve Integrated System Test Results	• Review the Integrated System Test Results • Provide feedback for the Integrated System Test Results per the project schedule • Approve the Integrated System Test Results per the project schedule
3.9.3.3	UAT Plan, Scripts and Results	• Develop plan for User Acceptance Test • User Acceptance Test Plan consisting of the following: ▪ Identification of functionality to be tested ▪ Defined roles and responsibilities ▪ Updated tracking procedures

		• Develop User Acceptance Test Scripts and Expected Results • Conduct User Acceptance Test Kickoff Meeting • Execute User Acceptance Tests • Review User Acceptance Test results and document issues per the established issue reporting process for the project
3.9.4.1.2.6	Approve Performance Test Plan	• Review the Performance Test Plan • Provide feedback for the Performance Test Plan per the project schedule • Approve the Performance Test Plan per the project schedule
3.9.4.2.4	Approve Performance Test Scripts & Results	• Review the Performance Test Results • Provide feedback for the Performance Test Results per the project schedule • Approve the Integrated Performance Test Results per the project schedule
3.8.1	Analyze COFRS Security and Workflow	• Review COFRS security and workflow processes • Analyze impacts to the current security and workflow processes during COFRS II • Document and analyze new security and workflow requirements to be implemented during COFRS II
3.8.3.5	Setup Security and Workflow	• Develop plan for establishing security and workflow for COFRS II • Identify the COFRS II resources for security setup control, identify user groups, and grant security access to COFRS II user resources by user groups • Identify the workflow rules and user groups, grant access to user groups based on workflow rules
3.10.2.4	User Policy & Procedures Plan & Execution	• Develop plan for User Procedures updates • Update the User Procedures for COFRS II implementation per the project schedule
3.10.2.3	System Usage / Security Plan	• Review the System Usage / Security Plan • Provide feedback for the System Usage /Security Plan per the project schedule • Approve the System Usage / Security Plan per the project schedule
3.12.3.8	End User Training Materials & Delivery	• Create Training Materials • Register End Users for training • Provide the training facilities • Conduct End User Training • Secure Feedback for End User Training

3.12.5	Ongoing Training Materials Updates	• Update training materials and documentation, as needed, per the feedback for End User Training
3.12.5	Ongoing Training Database Updates and Maintenance	• Update training databases, as needed, per the changes to training materials and documentation based on the feedback for End User Training • Establish processes to backup and restore training databases per the project processes
3.13.4	Implementation Readiness Assessment	• Conduct Department Readiness for operating COFRS II in production operations • Resolve issues identified during the Implementation Readiness Assessment • Track overall status of Implementation Readiness by State Departments
Achieve Phase		
4.2.2.2	Verify & Reconcile Mock Conversion results	• Participate in the planning and execution of Mock Conversion results • Verify results of the Mock Conversion • Reconcile the differences identified during Mock Conversion
4.2.2.3	Perform Additional Data Cleansing & Preparation	• Complete data cleansing activities identified during the software testing and mock conversion
4.3.1.6	Approve Cutover Plan	• Review Cutover Plan • Provide Feedback to Cutover Plan • Approve Cutover Plan
4.3.2.5	Assign Staff for post Go-Live Roles in Operation	• Identify functional team to support end users for production usage of COFRS II after Go-Live • Identify technical team to support ongoing production operations after Go-Live
4.3.2.4	COFRS II in Production	• Support for production cutover readiness • Support for production cutover rehearsal • Operations hand-off to the State • System is in production use

ATTACHMENT B.3 – COMPONENT 2 PRICING

The WBS Section numbers below correspond only with **§C** of **Exhibit B**.

A. Deliverable Milestone Schedule and Payment Structure for Component II

a) Deliverable Milestone Schedule – **Table B1** lists the Deliverables associated with **Exhibit B**. The "Estimated Month" column is provided for reference only and specific Deliverables will be accepted as completed.

Table B1			
WBS Number	**Deliverable Description**	**Estimated Month**	**Milestone Value**
	Delivery of Software	Month 1	$2,496,760.82
1.1.1.3	Project Plan	Month 2	$300,129.59
1.1.2.4	Project Kickoff Meeting	Month 1	$260,982.25
1.2.1.2.1	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	Month 2	$360,155.51
1.2.1.2.2	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	Month 3	$360,155.51
1.2.1.2.3	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	Month 4	$360,155.51
1.2.1.2.4	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	Month 5	$360,155.51
1.2.1.2.5	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	Month 6	$360,155.51
1.2.1.2.6	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	Month 7	$360,155.51
1.2.1.2.7	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	Month 8	$360,155.51
1.2.1.2.8	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	Month 9	$360,155.51
1.2.1.2.9	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	Month 10	$360,155.51
1.2.1.2.10	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	Month 11	$360,155.51

1.2.1.2.11	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	Month 12	$360,155.51
1.2.1.2.12	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	Month 13	$360,155.51
1.2.1.2.13	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	Month 14	$360,155.51
1.2.1.2.14	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	Month 15	$360,155.51
1.2.1.2.15	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	Month 16	$360,155.51
1.2.1.2.16	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	Month 17	$360,155.51
1.2.1.2.17	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	Month 18	$360,155.51
1.2.1.2.18	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	Month 19	$360,155.51
1.2.1.2.19	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	Month 20	$360,155.51
1.2.1.2.20	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	Month 21	$360,155.51
1.2.1.2.21	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	Month 22	$360,155.51
1.2.1.2.22	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	Month 23	$360,155.51
1.2.1.2.23	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	Month 24	$360,155.51
1.2.1.2.24	Project Management - Status Reports (CGI	Month 25	$360,155.51

	Activities), Change Management & Communication Support, & Agency Outreach Support		
2.1.1	Software Installation & Environment Setup - Prototype	Month 2	$378,424.26
2.2.7	Business Scenario Support	Month 2	$289,690.30
2.3.1.7	Project Team Training for Prototyping	Month 3	$279,251.01
2.3.1.8	Prototype Scripts & Execution	Month 5	$482,817.16
2.3.2.2.5	Fit Gap Report	Month 6	$639,406.51
2.4.5	Chart of Accounts & Budget Design Support	Month 5	$900,388.76
2.6.3	Upgrade Analysis Document	Month 7	$508,915.39
3.1.1.2	Software Installation & Environment Setup - Development	Month 7	$691,602.96
3.1.2.2	Software Installation & Environment Setup - Conversion	Month 9	$386,253.73
3.1.3.2	Software Installation & Environment Setup - System Test	Month 10	$404,522.49
3.1.4.2	Software Installation & Environment Setup – Integrated System Test	Month 11	$352,326.04
3.1.5.2	Software Installation & Environment Setup - Training	Month 13	$352,326.04
3.1.6.2	Software Installation & Environment Setup - User Acceptance Test	Month 16	$704,652.08
3.1.7.2	Software Installation & Environment Setup - Performance Test	Month 19	$326,227.81
3.2.1.4	Technical Team Training	Month 8	$347,106.39
3.2.2.4	Functional Team Configuration Training	Month 8	$284,470.65
3.3.4	Application Configuration Support	Month 11	$535,013.61
3.4.1.2.5	Application Software Customizations - Concept Papers	Month 9	$130,491.13
3.4.2.2.5	Application Software Customizations - Functional Designs	Month 11	$365,375.15
3.4.3.5	Application Software Customizations - Software and System Test Results	Month 16	$182,687.58
3.5.1.2.5	Data Conversion Plan	Month 8	$795,995.86
3.5.2.2.5	Data Conversion Designs	Month 11	$378,424.26
3.5.3.9	Data Conversion Software	Month 16	$258,372.43
3.5.4.4	Data Cleansing Support	Month 14	$263,592.07
3.5.5.3	COA Load & Manual Conversion Support	Month 14	$315,788.52
3.6.1.2.5	System Interface Plan	Month 9	$143,540.24
3.6.2.2.2	System Interface Designs	Month 12	$704,652.08
3.6.3.1.3	Inbound System Interface Software - CGI Developed	Month 17	$78,294.68
3.6.4.4	System Interface Support	Month 15	$404,522.49
3.7.1.2.5	Reports, Data Warehouse and Forms Plan	Month 9	$130,491.13
3.7.2.2.4	Reports and Data Warehouse Designs	Month 11	$247,933.14
3.7.3.1.3	Reports and Data Warehouse Software	Month 18	$276,641.19
3.7.4.1.1.2	Forms Design	Month 12	$234,884.03
3.7.4.2.1.3	Forms Software	Month 12	$352,326.04
3.7.5.2	Report & Forms Support	Month 16	$260,982.25
3.8.5.2	Security & Workflow Support	Month 16	$221,834.91
3.9.2.1.2.5	Integrated System Test Plan	Month 13	$208,785.80

3.9.2.2.6	Integrated System Test Scripts & Results	Month 19	$208,785.80
3.9.3.4.2	User Acceptance Test Support	Month 21	$208,785.80
3.9.4.1.2.5	Performance Test Plan	Month 20	$182,687.58
3.9.4.2.3	Performance Test Scripts & Results	Month 21	$104,392.90
3.10.3.2	Policies & Procedures Support	Month 19	$65,245.56
3.11.5	COFRS II Documentation	Month 18	$169,638.46
3.12.1.2.5	Training Plan	Month 12	$378,424.26
3.12.2.5	Train the Trainer & System Administration Training	Month 13	$287,080.48
3.12.3.9	End User Training Support	Month 21	$260,982.25
3.13.1.5	Implementation & Department Readiness Checklist	Month 9	$339,276.93
3.13.2.5	Operational Readiness Checklist	Month 19	$104,392.90
4.2.1.2.5	Mock Conversion Plan	Month 18	$104,392.90
4.2.2.4	Mock Conversion Execution & Results	Month 20	$104,392.90
4.3.1.5	Cutover Plan	Month 20	$307,959.06
4.3.2.4	COFRS II In Production	Month 23	$247,933.13
4.4.2	Post Implementation Support - Month 1	Month 23	
4.4.4	Post Implementation Support - Month 2	Month 24	
4.4.6	Post Implementation Support - Month 3	Month 25	
		TOTALS	**$28,594,985.99**

b) Payment Structure – Table B2 provides the timing of the fees to be invoiced associated with **Exhibit B**. These fees are not subject to retainage. Further, if **Exhibit B** or **Exhibit C** is terminated for any reason, the termination provisions as provided in the Master Contract will govern.

Table B2			
Invoice Date or Target Month for Deliverable Acceptance	**WBS Number, if applicable**	**Description**	**Invoice Value**
September 15, 2012	N/A	Initial project payment	$ 1,746,493.51
June 30, 2013 or upon completion of financing for COFRS II described in **§19.C** of this Contract whichever is earlier	N/A	Progress payment	$11,685,423.63 or actual value earned per Table G3 based on most recent completed month
Month 11	1.2.1.2.10	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	$360,155.51
Month 11	3.1.4.2	Software Installation & Environment Setup – System Integration Test	$352,326.04
Month 11	3.3.4	Application Configuration Support	$535,013.61
Month 11	3.4.2.2.5	Application Software Customizations -	$365,375.15

		Functional Designs	
Month 11	3.5.2.2.5	Data Conversion Designs	$378,424.26
Month 11	3.7.2.2.4	Reports and Data Warehouse Designs	$247,933.14
Month 12	1.2.1.2.11	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	$360,155.51
Month 12	3.6.2.2.2	System Interface Designs	$704,652.08
Month 12	3.7.4.1.1.2	Forms Design	$234,884.03
Month 12	3.7.4.2.1.3	Forms Software	$352,326.04
Month 12	3.12.1.2.5	Training Plan	$378,424.26
Month 13	1.2.1.2.12	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	$360,155.51
Month 13	3.1.5.2	Software Installation & Environment Setup – Training	$352,326.04
Month 13	3.9.2.1.2.5	Integrated System Test Plan	$208,785.80
Month 13	3.12.2.5	Train the Trainer & System Administration Training	$287,080.48
Month 14	1.2.1.2.13	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	$360,155.51
Month 14	3.5.4.4	Data Cleansing Support	$263,592.07
Month 14	3.5.5.3	COA Load & Manual Conversion Support	$315,788.52
Month 15	1.2.1.2.14	Project Management - Status Reports (CGI Activities), Change Management &	$360,155.51

		Communication Support, & Agency Outreach Support	
Month 15	3.6.4.4	System Interface Support	$404,522.49
Month 16	1.2.1.2.15	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	$360,155.51
Month 16	3.1.6.2	Software Installation & Environment Setup - User Acceptance Test	$704,652.08
Month 16	3.4.3.5	Application Software Customizations - Software and System Test Results	$182,687.58
Month 16	3.5.3.9	Data Conversion Software	$258,372.43
Month 16	3.7.5.2	Report & Forms Support	$260,982.25
Month 16	3.8.5.2	Security & Workflow Support	$221,834.91
Month 17	1.2.1.2.16	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	$360,155.51
Month 17	3.6.3.1.3	Inbound System Interface Software - CGI Developed	$78,294.68
Month 18	1.2.1.2.17	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	$360,155.51
Month 18	3.7.3.1.3	Reports and Data Warehouse Software	$276,641.19
Month 18	3.11.5	COFRS II Documentation	$169,638.46
Month 18	4.2.1.2.5	Mock Conversion Plan	$104,392.90

Month 19	1.2.1.2.18	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	$360,155.51
Month 19	3.1.7.2	Software Installation & Environment Setup - Performance Test	$326,227.81
Month 19	3.9.2.2.6	Integrated System Test Scripts & Results	$208,785.80
Month 19	3.10.3.2	Policies & Procedures Support	$65,245.56
Month 19	3.13.2.5	Operational Readiness Checklist	$104,392.90
Month 20	1.2.1.2.19	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	$360,155.51
Month 20	3.9.4.1.2.5	Performance Test Plan	$182,687.58
Month 20	4.2.2.4	Mock Conversion Execution & Results	$104,392.90
Month 20	4.3.1.5	Cutover Plan	$307,959.06
Month 21	1.2.1.2.20	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	$360,155.51
Month 21	3.9.3.4.2	User Acceptance Test Support	$208,785.80
Month 21	3.9.4.2.3	Performance Test Scripts & Results	$104,392.90
Month 21	3.12.3.9	End User Training Support	$260,982.25
Month 22	1.2.1.2.21	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency	$360,155.51

		Outreach Support	
Month 23	1.2.1.2.22	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	$360,155.51
Month 23	4.3.2.4	COFRS II In Production	$247,933.14
Month 24	1.2.1.2.23	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	$360,155.51
Month 25	1.2.1.2.24	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	$360,155.51
		Total Component II Fees	**$28,594,985.99**

If financing for COFRS II as described in **§19.C** of this Contract occurs, the Payment Structure as represented in **Table B2** will be replaced by **Table B1**, the Deliverable Milestone Schedule. From that point forward, **Table B1** will be used to determine amounted to be invoiced under **Exhibit B**.

B. Summary Pricing by Module for Component II

Table B3 provides the price by module for Services described in **Exhibit B**.

Table B3				
Base Financial	**Grants Life Cycle Management – Grantee**	**Vendor Self Service**	**Performance Budgeting**	**Total**
$24,170,516.42	$1,035,800.00	$1,170,400.00	$2,218,269.57	$28,594,985.99

ATTACHMENT B.4 – CURRENT INBOUND AND OUTBOUND COFRS INTERFACES

The following is the current list of COFRS System Interfaces identified by the State. The State and CGI will be responsible for developing new interfaces and updating the current interfaces required for the Project and used in COFRS II. The final list of system interfaces to be completed by CGI as part of the Project will be finalized during the Envision Phase and formally documented as a Change Order to the Contract.

File:log 02		**STATE CONTROLLER'S OFFICE**		Printed on:	08/22/12		
		COFRS INTERFACE LOG					
			DOC	**FIELD**	**APPROVAL**	**ENTRY ON**	**NOTES**
AGCY	**LOG NUMBER**	**SYSTEM**	**TYPE**	**CONTROL**	**DATE**	**IFST**	
ACA		Bids Registration (Portal)	CR, JV	TN	04/24/08	CR, JV	
	ACA 09-001	Credit card collections (Portal)	CR, JV	SM	12/19/08	CR, JV	
AEA	AEA-90-001	PRINTING BILLING	IT	RC	06/22/94	IT	
	AEA-97-001	CARS	IT,JV	RC			
	AEA-97-002	CARS	PV	RC			
	AEA-97-003	CARS	JV	RC			
	AEA-06-001	IDSG Billing	IT	TM for TN	08/21/06		
AEB	AEB-01-001	Vendor Offset	VO	RC	09/25/00	VO	
	AEB-09-001	Credit card collections (Portal)	CR, JV	SM	02/05/09	CR, JV	
	AEB-12-001	Gaming Intercepts	CR, JV	MM	01/31/12	CR, JV	
AMA	AMA-90-001	GGCC BILLING	IT	RC	06/22/94	IT	
	AMA-90-001	TELECOMM BILLING	IT	RC	06/22/94	IT	
AQA	AQA-90-001	CPPS PAYROLL	PB	RC	06/22/94	PB	
AQD	AQD-09-001	DPA HR CLASS REGISTRATION ENGINE	JV, CR	SM	06/10/09	CR, JV	
BAA	BAA-10-001	PROCARD MAPPER	JV	TM	08/31/09	JV	
	BAA-12-001	CitiManager Mapper	JV	JY	11/23/11	JV	
CAA	CAA-12-001	CitiManager Mapper	JV	TM	11/29/11	JV	
DAA	DAA-96-001	SCHOOL FOODS PAYMNT	PV	DM	03/13/96	PV	
	DAA-06-001	Procurement Card mapper	PV	SM	05/01/06		
	DAA-06-002	JV upload from Excel	JV	SM	05/01/06		
	DAA-08-001	CDE paymnts on line thru Portal	JV, CR	SM	12/19/08		
	DAA-12-001	CDE CitiManager Mapper	JV	ST	11/23/11		
DBA	DBA-06-001	PROCARD MAPPER	PV	TM	02/28/06	PV	

EGB	EGB-12-001	Labor Distribution	TS	ST	12/02/11	TS	
	EGB-12-002	CitiManager Mapper					
FAA	FAA-90-001	INDIRECT COST ALLOC	JV	PR	09/14/94	JV	
	FAA-90-001	ACCOUNTS RECEIVABLE	JV	PR	09/14/94	JV	
	FAA-90-001	TIME AND EFFORT	JV	PR	09/14/94	JV	
	FAA-03-001	Billings and Collections System	JV	RAC	04/07/03		
	FAA-03-002	Billings and Collections System	CR	RAC	04/15/03		
	FAA-03-003	P-Card Transactions	PV	RAC	01/27/04		
	FAA-11-001	ACCOUNTS RECEIVABLE	JV	TG	05/11/11		
	FAA-11-002	ACCOUNTS RECEIVABLE	CR	TG	05/16/11		
	FAA-12-001	Grants Management System (GMS)	PV	TG	09/15/11		
	FAA-12-002	Grants Management System (GMS)	IT	TG	09/15/11		
	FAA-12-003	JV P-CARD MAPPER - CitiBank	JV	TG	12/08/11		
GCA	GCA-05-001	P-Card Transactions	JV	TN	01/05/06		
	GCA-05-002	Batch PV/JV	PV,JV	TN	01/05/06		
	GCA-11-001	Credit card collections (Portal)	CR, JV	TG	03/11/11		
	GCA-12-001	CitiManager Mapper	JV	JY	11/23/11	JV	
GFA	GFX-90-002	INSTITUTION G/L	JV	BM	07/19/94	JV	
GFB	GFX-90-002	INSTITUTION G/L	JV	BM	07/19/94	JV	
GFC	GFX-90-002	INSTITUTION G/L	JV	BM	07/19/94	JV	
GFD	GFX-90-002	INSTITUTION G/L	JV	BM	07/19/94	JV	
GFE	GFX-90-002	INSTITUTION G/L	JV	BM	07/19/94	JV	
GGA	GGB-90-001	INSTITUTION G/L	JV	BM	07/19/94	JV	
GGB	GGB-90-001	INSTITUTION G/L	JV	BM	07/19/94	JV	
	GGB-90-002	CAPITAL CONSTRUCTION	JV	BM	07/19/94	JV	
	GGB-90-002	CAPITAL CONSTRUCTION	PO	BM	07/19/94	PO	
	GGB-09-001	INSTITUTION G/L - change to Kuali	JV - PO	SM	04/28/09	JV PO	
GGH	GGH-90-001	POISE G/L SYSTEM	JV	BM	03/25/96	JV	
GGJ	GGJ-90-001	INSTITUTION G/L	JV	BM	07/17/94	JV	
GNA	GGB-90-001	INSTITUTION G/L	JV	BM	07/19/94	JV	
GHB	GHB-90-001	INSTITUTION G/L	JV	BM	10/24/94	JV	

GHC	GHC-90-001	INSTITUTION G/L	JV	BM	07/19/94	JV	
GHD	GHD-90-001	INSTITUTION G/L	JV	BM	10/12/94	JV	
GHE	GHE-90-001	INSTITUTION G/L	JV	BM	07/05/95	JV	
GJA	GJX-90-001	FRS - ACCOUNTING	JV	RC	09/19/90	JV	
	GJX-90-001	WARRANT PAYMENTS	MW	RC	09/19/90	MW	
GJB	GJX-90-001	FRS - ACCOUNTING	JV	RC	09/19/90	JV	
	GJX-90-001	WARRANT PAYMENTS	MW	RC	09/19/90	MW	
GJC	GJX-90-001	FRS - ACCOUNTING	JV	RC	09/19/90	JV	
	GJX-90-001	WARRANT PAYMENTS	MW	RC	09/19/90	MW	
GJD	GJX-90-001	FRS - ACCOUNTING	JV	RC	09/19/90	JV	
	GJX-90-001	WARRANT PAYMENTS	MW	RC	09/19/90	MW	
GJE	GJX-90-001	FRS - ACCOUNTING	JV	RC	09/19/90	JV	
	GJX-90-001	WARRANT PAYMENTS	MW	RC	09/19/90	MW	
GJF	GJX-90-001	FRS - ACCOUNTING	JV	RC	09/19/90	JV	
	GJX-90-001	WARRANT PAYMENTS	MW	RC	09/19/90	MW	
GJG	GJX-90-001	FRS - ACCOUNTING	JV	RC	09/19/90	JV	
	GJX-90-001	WARRANT PAYMENTS	MW	RC	09/19/90	MW	
GJH	GJX-90-001	FRS - ACCOUNTING	JV	RC	09/19/90	JV	
	GJX-90-001	WARRANT PAYMENTS	MW	RC	09/19/90	MW	
GJJ	GJX-90-001	FRS - ACCOUNTING	JV	RC	09/19/90	JV	
	GJX-90-001	WARRANT PAYMENTS	MW	RC	09/19/90	MW	
GJK	GJX-90-001	FRS - ACCOUNTING	JV	RC	09/19/90	JV	
	GJX-90-001	WARRANT PAYMENTS	MW	RC	09/19/90	MW	
GJL	GJX-90-001	FRS - ACCOUNTING	JV	RC	09/19/90	JV	
	GJX-90-001	WARRANT PAYMENTS	MW	RC	09/19/90	MW	
GJM	GJX-90-001	FRS - ACCOUNTING	JV	RC	09/19/90	JV	
	GJX-90-001	WARRANT PAYMENTS	MW	RC	09/19/90	MW	
GJP	GJX-90-001	FRS - ACCOUNTING	JV	RC	08/20/96	JV	
	GJX-90-001	WARRANT PAYMENTS	MW	RC	08/20/96	MW	
GKA	GKA-90-001	INSTITUTION G/L	JV	PA	07/19/94	JV	
GLA	GLA-90-001	INSTITUTION G/L	JV	PA	07/14/94	JV	
GMA	GMA-90-001	INSTITUTION G/L	JV	BG	12/06/94	JV	
	GMA-90-001	INSTITUTION G/L	MW	BG	12/06/94	MW	
		INSTITUTION G/L (replaces previous)	JV	TN	11/21/07	JV	
GPA	GPA-11-001	Credit card collections (Portal)	CR, JV	TM	12/14/10		

GRA	GRA-10-001	JV Upload from Access	JV	TG	10/07/10	JV	
HAA	HAA-96-001	SUBSYSTEM TRANSACTION	EB	BM		EB	
	HAA-96-001	SUBSYSTEM TRANSACTION	JV	BM	09/06/95	JV	
	HAA-96-001	SUBSYSTEM TRANSACTION	PJ	BM		PJ	
	HAA-96-001	SUBSYSTEM TRANSACTION	PV	BM	09/06/95	PV	
	HAA-96-001	SUBSYSTEM TRANSACTION	PY	BM		PY	
	HAA-96-001	SUBSYSTEM TRANSACTION	PZ	BM		PZ	
	YYY	INTERNAL IGPVS	PV	LB			
	HAA-05-001	Pcard Mapper	JV	DG	07/09/04		
	HAA-05-002	Pcard Mapper	JV	DG	07/09/04		
	HAA-06-001	SAP interface w/ COFRS	JV/MW/CR/ PO	SM	05/05/06		
IHA	IHA-95-001	REHAB CASE SERVICES	JV,PV	PA	07/01/94	JV PV	
	IHA-95-002	DISABILITY DETERMINE	JV,PV	PA	07/01/94		
	IHA-95-003	COUNTY AUTO PAYMENT	JV,PV	PA	07/01/94		
	IHA-97-001	TITLE IV ALLOCATIONS	JV,PV	PA	07/16/96		
	IHA-97-002	CO ELECT. BENEFITS TRANS	JV	LB	02/10/97	JV	
	IHA-06-001	Fixed Asset Module	FA	TN	03/03/06		
	IHA-09-001	JV P-CARD MAPPER	JV	TN	01/14/09	JV	
	IHA-10-001	CO-AWARE	PV	TN	01/29/10	PV	
	IHA-12-001	JV P-CARD MAPPER - CitiBank	JV	TM			
IHH	IHA-97-001	RENT PAYMENTS	JV,PV	PA	07/16/96	JV,PV	
IHM	IHA-97-001	Same functions as IHA	JV,PV	LB	07/23/97	JV,PV	
IIB	IIC-96-001	DIETARY INFO	SR	PA	07/16/96	SR	
IIC	IIC-96-001	DIETARY INFO	SR	PA	07/16/96	SR	
IJD	IIC-96-001	DIETARY INFO	SR	PA		SR	
IKA	IIC-96-001	DIETARY INFO	SR	PA		SR	
ILA	IHA-97-001		JV	PA	07/16/96	JV	
ILB	IHA-97-001		JV	PA	07/16/96	JV	

ILC	IHA-97-001		JV	PA	07/16/96	JV	
ILD	IHA-97-001		JV	PA	07/16/96	JV	
ILF	IHA-97-001		JV	PA	07/16/96	JV	
JAA	JAA-90-001	JURY PAYMENTS	PV	BM	08/31/94	PV	
	JAA-97-001	CAC Payment and Data System	PV	LB	07/03/97	PV	
	JAA-09-001	Grant Interface	PV	TN	04/01/09	PV	
	JAA-11-001	Gambling Intercept Payments	JV & CR	MM	03/10/11		
JCA	JAA-90-001	PUBLIC DEFENDER PYMT	PV	BM	08/31/94	PV	
JEA	JEA-97-001	Court Appt. Counsel Payment	PV	LB	07/03/97	PV	
JFA	JFA-02-001	Court appointed counsel pmts	PV	DG	09/06/01	PV	
	JFA-11-001	Court appointed counsel pmts	PV	TG	08/14/10	PV	
KAA	KAA-90-001	UI BENEFITS PAYMNTS	MW	DM	06/30/90	MW	
	KAA-90-001	SPECIAL FUNDS SYSTEM	MW	DM	08/13/93		
	KAA-00-001	Kronos Timekeeper Central	TS	DS	04/28/00	TS	
	KAA-09-001	OPS Boiler Inspection Fees	CR	LG	03/06/09		
	KAA-12-001	Workers Compensation program	CR	JY	12/22/11	CR	
	KAA-12-002	CitiManager	JV	JY	02/01/12	JV	
	KAA-12-003	CDLE UI Internet Self Service	JV	JY			
LAA	LAA-96-001	HOUSING ASSIST PAYMENTS	PV		09/26/96		
	LAA-96-002	CONSERVATION TRUST DATABASE	PV		09/26/96		
	LAA-11-001	Colorado Portal (SIPA)-Debt Management Registration License Renewals	JV & CR	MM	03/29/11		
	LAA-11-002	Colorado Portal (SIPA)-Collection Agency Board License Renewals	JV & CR	MM	03/29/11		
	LAA-11-003	Grant Interface	PV	MM			
NAA	NAA-08-01	CIPA/Search & Rescue	JV & CR	TM for LG	04/01/08		
	NAA-08-02	CIPA/Exempt Prop Tax	JV & CR	TM for LG	04/01/07		
	NAA-12-001	CitiManager	JV	JY	01/21/12		
	NAA-12-002	Section 8 Housing Choice Voucher	PV	JY	01/27/12		
PAA	PAA-00-01	ProCard Credit Card Purchas	PV	DS	06/09/00	PV	

	PAA-12-001	CitiManager Mapper	JV	ST	12/08/11	JV	
PBA	PBA-90-001	FED TRAVEL DIST	JV	PA	05/28/91	JV	
	PBA-90-002	PAYROLL DIST	JV	BG	12/18/90	JC	
	PBA-90-003	LICENSE REFUNDS	PV	PA	05/28/91	PV	
PJA	PJA-02-001	Record Keeping System	JV,IT,CR	DS			
RAA	RAA-95-001	CBI INVOICES	IN	BM	12/19/95	IN	
	RAA-00-001	Procurement Card Payment	PV	BH	01/06/00	PV	
	RAA-02-001	PV upload from Excel	PV	BH	10/24/02		
	RAA-02-002	JV Upload from Excel	JV	BH	10/24/02		
	RAA-10-001	Colorado Portal (SIPA)	JV,CR	TM	06/10/10		
	RAA-12-001	Grants Management System (GMS)	PV	TG	09/15/11		
	RAA-12-002	Grants Management System (GMS)	IT	TG	09/15/11		
	RAA-12-003	JV P-CARD MAPPER - CitiBank	JV	TG			
SAA	SAA-02-001	PVENet(Procurement Card)	PV	BH	03/06/02		
	SAA-02-002	DORA Licensing System (DLS)	CR	BH	06/27/02		
	SAA-04-001	DORA Licensing System (DLS) thorugh Treasury T-commerce	JV	BH	01/07/04		Conditions placed on request prior to actually putting into COFRS production.
	SAA-09-001	DORA Licensing System (CAVU)	CR	TG	10/27/08	CR	
	SAA-09-001-B	DORA Licensing System (CAVU)	JV, CR	ST	05/17/11		
	SAA-09-002	Pcard Mapper	PV	TG	11/25/08	PV	
	SAA-11-002	CitiManager Mapper	JV	JY	11/21/11	JV	
SIA	SIA-11-001	Homeowner's Association Registration	JV, CR	ST	12/30/10		
TAA	TAA-97-001	Procurement Card Payment	JV	PR	02/24/97		
	TAA-99-001	Earned Revenue	IT	BH			
	TAA-02-001	Procard-PVS Net	JV	BH	02/08/02	JV	
	TAA-02-002	PV upload from Excel	PV	BH	10/24/02		
	TAA-08-001	Gentax (CITA)	JA,JV,CR,MW,VO	TM	06/03/08		

	TAA-12-001	CitiManager Mapper	JV	TM for MM	12/30/11		
TBA	TBA-96-001	INCOME TAX SYSTEM	MW	PR	08/15/96	MW	Not being used
	TBA-96-002	A-WARRENT SYSTEM	MV,JV	PR	08/15/96	JV	
	TBA-96-003	MAJOR TAX/EFT'S	PV	PR	08/15/96	PV	
	TBA-96-004	CASH PROCESSING SYS	JV	PR	08/15/96		
	TBA-96-005	SHORT CHECK SYSTEM	JV	PR	08/15/96		
	TBA-02-001	EFT INCOME TAX REFUNDS	JA	BH	01/17/02		
	TAA-08-001	see above - for TAA & TBA					
	TBA-09-001	SIPA/Add Sales Tax	JV, CR	TM	10/24/08		
	TBA-09-002	SIPA/Add Port of Entry Fee	JV, CR	TG	03/23/09		
	TBA-10-001	Gentax (CITA)	JA,JV,MW	TG	08/24/09		
	TBA-11-001	SIPA/Add Sales Licence Fee	JV, CR	MM	08/15/11		
TFA	TFA-90-001	LOTTERY DAILY ACTIV	JV	PR	06/22/94	JV	
	TFA-90-002	LOTTERY PRIZES	MW	PR	06/22/94	MW	
	TFA-04-001	LOTTERY DAILY ACTIV	JV	BH	11/01/04		These are update to 90-001 and 002
	TFA-04-002	LOTTERY PRIZES	MW	BH	11/01/04		
TGA	TGA-03-001	PV upload from Excel	PV	BH			
	TGA-03-002	PV upload from Excel	JV	BH			
UHA	UHA-95-001	MMIS PAYMENTS	PV	PA	06/17/94	PV	
	UHA-95-001	MMIS PAYMENTS	JV	PA	06/17/94	JV	
	UHA-95-001	MMIS PAYMENTS	IN	PA	06/17/94	IN	
	UHA-95-001	MMIS PAYMENTS	IG	PA	06/17/94		
	UHA-11-001	JV upload from Excel	JV	TM	02/08/11	JV	
	UHA-11-002	JV upload from Excel, paydate shift	JV	TM	05/10/11	JV	To David for signature 5/10/2011
WAA	WAA-00-001	Unclaimed Property Payments	PV	DS	04/04/00	PV	
WBA	WBA-02-001	HUTF Payments	PV,JV	DS			
	WBA-06-001	JV upload from Excel	JV	TM	08/01/06		
XXX	XXX-06-001	Payment Engine	JV, CR	TM	04/27/06		

File:log02		**STATE CONTROLLER'S OFFICE**			
		COFRS INTERFACE LOG			
			DOC	**FIELD**	**APPROVAL**

AGCY	LOG NUMBER	SYSTEM	TYPE	CONTROL	DATE
	TBA-09-001	SIPA/Add Sales Tax	JV, CR	TM	10/24/08
	SAA-09-001	DORA Licensing System (CAVU)	CR	TG	10/27/08
	SAA-09-002	Pcard Mapper	PV	TG	11/25/08
	DAA-08-001	CDE paymnts on line thru Portal	JV, CR	SM	12/19/08
	IHA-09-001	JV P-CARD MAPPER	JV	TN	01/14/09
	AEB-09-001	Credit card collections (Portal)	CR, JV	SM	02/05/09
	KAA-09-001	OPS Boiler Inspection Fees	CR	LG	03/06/09
	TBA-09-002	SIPA/Add Port of Entry Fee	JV, CR	TG	03/23/09
	JAA-09-001	Grant Interface	PV	TN	04/01/09
	GGB-09-001	INSTITUTION G/L - change to Kuali	JV - PO	SM	04/28/09
	AQD-09-001	DPA HR CLASS REGISTRATION ENGINE	JV, CR	SM	06/10/09
	SIA-11-001	Homeowner's Association Registration	JV, CR	ST	

ATTACHMENT B.5 – CURRENT COFRS REPORTS

The following is a current list of COFRS Reports identified by the State. The State and CGI will develop new reports and update the reports required for the Project and used in COFRS II. The final list of reports to be completed by CGI as part of the Project will be finalized by the State during the Envision Phase and formally documented as a Change Order to the Contract.

COFRS

Colorado Financial Reporting System

Reports Quick Reference

with

INFOPAC ViewDirect Instructions

COFRS Service Desk: 303-764-7844

INFOPAC, Document Direct and Financial Data Warehouse user support and password resets.

COFRS Service Desk FAX: 303-764-7899

COFRS Service E-mail:
COFRSServiceDesk@state.co.us
FDW E-mail: COFRSServiceDesk@state.co.us

TOP SECRET Password Reset:
303 239-4357 option 5 or
Department Security Administrator:

February, 2012

Governor's Office of Information Technology
COFRS Service Desk
601 E 18th Avenue, Suite 250
Denver, CO 80203

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Current COFRS Reports

ID	Report Name	F
1099R	Form 1099 Control Report	A
BDA01R01	Budgetary Account Status by Funding Source	D
BDA01R02	Budgetary Account Status by Funding Source	W
BDA01R03	Budgetary Account Status by Funding Source	M
BDA01RYE	Budgetary Account Status by Funding Source	Y
BDA02R	Expense Budget by Object of Expenditure	M
BDA12R	Agency Budget Account Status Report	M
BDA12RYE	Agency Budget Account Status Report	A
BDA16R	Appropriation Transaction Generation	A
BDA17R	Appropriation Transactions Awaiting 5th Level Approval	A
BDA18R	Accepted AP Transactions by LBLI	A
BDA24R	Budget Status by Long Bill Line Item	M
BDA25R1	Long Bill Reconciliation by Agency/LBLI/Appr/Fund	M
BDA25R3	Long Bill Reconciliation by Dept/LBGR/LBLI/AGCY	M
BDA25R4	Long Bill Reconciliation by Department/LBLI	M
BDA25R5	Long Bill Reconciliation by Department/Long Bill Group	M

Column F—FREQUENCY
A—Annual D—Daily M—Monthly P—Once per payroll Q—Quarterly
S—Semi-annual W—Weekly R—On Request

Report Display		
FR ON		Freeze row and column titles on the screen.
FR OFF		Unfreeze row and column titles.
SC		Display a scale of column and row numbers, used to calculate View ranges.
SC OFF		Hide the scale.
View *a-b c-d ….*		Display only columns *a-b*, *c-d*, etc.. *a, b, c, d* are column numbers. Enter up to 5 ranges. Command is used to hide and/or rearrange columns.
V ON		Display columns using last column ranges.
V OFF		Display all columns.
Marking Pages for Printing More than one Mark command can be entered on a single report. All marked pages and sections will be printed together.		
MArk	F6	Mark this page for printing.
MA B		Use this command to mark both the first page and last page of a print range. Always issue this command twice.
MA *n*		Mark *n* pages for printing, beginning with the displayed page, e.g., "MA 5" to print 5 pages.
MA S		Mark this section for printing.

ID	Report Name	F
BDA25R6	Long Bill Reconciliation by Department - Statewide	M
BDA26R	Budget Validation Activity	M
BDA30R61	Appropriation/Spending Authority by Dept—Statewide (Long Bill, Spec Bill, Suppl Bill)	M
BDA30R62	Appropriation/Spending Authority by Dept—Statewide (Transfers. Statutory Transfers)	M
BDA30R63	Appropriation/Spending Authority by Dept—Statewide (Roll-forwards, CC Reversions & Restorations, CC Carry-forwards)	M
BDA30R64	Appropriation/Spending Authority by Dept - Statewide (Executive/Custodial, Statutory Authority, Inferred Appropriations)	M
BDA31R	Expense Budget Transaction Generation	Y
CAM02R	Cash Account Average Daily Balances	M
CAM02R2	Summary-Cash Account Average Daily Balances	M
CAM02R3	Cash Acct—Bank/Book Diff by Agency Excludes RPTE table	M
CAM02R4	Cash Acct—Bank/Book Diff by Dept Excludes RPTE table	M
CAM02R5	Cash Acct—Bank/Book Diff by Agency Includes RPTI table	M
CAM02R6	Cash Acct—Bank/Book Diff by Dept Includes RPTI table	M
CAM03R	Cash Receipts Transactions Waiting Final Approval	D
CAM06R	Cash Reconciliation Detail Report	D
DLT414R3	Cleared Warrants List – Bank One	D
DLT414R4	Cleared Warrants Errors – Bank One	D
DLT415S	Duplicate Warrants Report – Bank One	D
DOACABN1	DOAC Abnormal Balances (Accounts & Higher Ed Program)	B
DOACANN1	DOAC Department Level Annotations for Approp., FSC	B
DOACANN2	DOAC Agency Level Annotations for Approp., FSC	B
DOACCCM1	DOAC Capital Construction Expenditures Compare to Budget	B

ID	Report Name	F
DOACCPE1	DOAC Capital Projects Expend Compared to Transfers To/From Plan Funds	B
DOACGFA1	DOAC Matching Object Codes Between Gov Funds and GFAAG	M
DOACMAN1	DOAC Mandatory and Nonmandatory Transfers	B
DOACMNO1	DOAC Mandatory and Nonmandatory Transfers Outside System	B
DOACOEL1	DOAC Budget to Actual by Dept., Agy and Long Bill Line Item	B
DOACOEX1	DOAC Budget to Actual by Long Bill Group/ Fund Source Cd Dept	B
DOACOEX2	DOAC Budget to Actual by Long Bill Grp/Fund Source Cd Class	B
DOACOEX3	DOAC Budget to Actual by Long Bill Grp/Fund Source Cd Agency	B
DOACSAP1	DOAC State Appropriation Transfers To/From State	A
DOACFA1	DOAC State Appropriation Transfers To/From State	A
DOACUCH1	DOAC Unchanged Account Balances	B
DOACXFR1	DOAC Transfer Balances	B
EAP03R	Aged Open Encumbrances Detail Report by Appropriate Code: Object and Sub-object	M
EAP04R	Scheduled Payment Turnaround Report	D
EAP05R	Unscheduled Payment Turnaround Report	D
EAP06R	Voucher Payment Warrant Register	D
EAP07R	Voucher Payment Electronic Funds Transfer Register	D
EAP10R	Intragovernmental Defaulted Transaction Listing	D
EAP11R	EFT Scheduled Payment Turnaround	D
EAP12R	EFT Unscheduled Payment Turnaround	D
EAP14R	Purged Warrants from WREH/WREL Report	M
EAP15R	Aged Open Pre-encumbrances Detail by Appropriation Code, Object and Sub-object	M
EAP16R	Warrants Expiration Detail Report	S
EAP17R	Warrants Expiration Summary Report	S
EAP18R	Warrants Expiration Detail Notification	Q

Column F—FREQUENCY
A—Annual D—Daily M—Monthly P—Once per payroll Q—Quarterly
S—Semi-annual W—Weekly R—On Request

INFOPAC ViewDirect Commands

These commands are used in the INFOPAC Viewing Screen. Some of the commands can be used in other screens.

Command	Function Key	Explanation
Menus		
Help	F1	Display the Help Screen.
MEnu	F4	Display the Viewing Menu (p. 11).
PRint	F2	Display the Printing Menu (p. 13)
END	F3	Go back to the previous screen. If you are in the Viewing Menu, exit INFOPAC.
Quit	F12	Exit from INFOPAC.
Positioning		
Up	F7	Scroll up one line, screen or page.
Up ***n***		Scroll up *n* lines, screens or pages, e.g., "U 7".
Down	F8	Scroll down one line, screen or page.
Down ***n***		Scroll down *n* lines, screens or pages, e.g., "D 9"
Top		Go to the top of the section or report.
Bottom		Go to the end of the section or report.
LEft	F10	Scroll left one-half screen.
LE *n*		Scroll left *n* columns, e.g., "L 30".
LEft **M**ax		Scroll to the left edge of the report.
RIght	F11	Scroll right one-half screen.
RI *n*		Scroll right *n* columns, e.g., "R 5"
RIght **M**ax		Scroll to the right edge of the report.
Search		
Find *xx*		Scroll to the first occurrence of characters *xx* in the report. *xx* can be any character string.
Repeat **F**ind	F5	Use after Find to scroll to the next occurrence of *xx*.
Locate ***section***		Search for the report section with the header key *section*.

Fill in these fields only if pages were not marked.

5. From Page	Required; defaults to *'000001'*. Enter the number of the first page to print in a section.
6. From Section	Required; defaults to the current section. Enter the section to begin printing. You can enter a partial header key followed by wildcard asterisk *'*'* (e.g. *'AAA100*'*) to indicate all sections with the partial key.
7. To Page	Required; defaults to *'@LAST'*. Enter the page number for the last page to print.
8. To Section	Required; defaults to the current section. Enter the section to end printing. You can enter a partial header key followed by a wildcard asterisk *'*'* (e.g. *'AEA100*'*) to indicates all sections with the partial key.
9. Number of Pages	Optional. Blank out.
10. Page Output Limit	Optional; leave blank.
11. Printer	If you have a remote GGCC printer (directly connected to GGCC), enter *'O'* to print the report locally. Otherwise, enter *'B'* to print the report at GGCC or save it to disk.
12. Online Printer ID	Ignore if Printer (#9) is *'B'*. If Printer (#9) is *'O'*, enter the ID assigned by GGCC to the remote GGCC printer. Call GGCC Help Desk if you do not know the ID. Call COFRS Helpline to make this ID your default.
13. Batch Device ID	Leave blank.
14. JCL	Required if Printer (#9) is *'B'*. Enter the JCL commands to use in printing or saving the report. Call COFRS Helpline to set up standard JCL.

ID	Report Name	F
EAP21R	Quarterly Vendor Payment Vouchered Detail by Agency	Q
EAP22R	Automated Payment Voucher Hold Activity	D
EAP23R	Agency Warrant Listing by Payment Voucher	D
EAP24R	Accepted Intergovernmental Transactions by Department	D
EAP25R	Vendor Offset Cash Transfer	D
EAP26R1	Vendor Offset Scheduled Payments Turn-around	D
EAP26R2	Vendor Offset EFT Scheduled Payments Turn-around	D
EAP26R3	Vendor Offset Scheduled Debtor Vendor	D
EAP27R	Claiming Agency Debtor Listing by Debt Status	W
EAP28R01	Special Account Balances – Warrants Payable	M
EAP29R	Scheduled Payments Not Processed	D
EAP30R	Agency EFT Listing by Payment Voucher	D
EAP31R	Daily Warrant Distribution Report	D
EAP32R	Monthly Warrant Billing	M
EAP33R	Mail-code Warrant Billing	D
EAP34R	PV's Processed On-Line Report	D
EAP35R	Vendor Codes With No MVEN Record	M
EAP36R	Master Vendor with No Vendor Record	M
EAP37R	Master Vendor TIN Verification Status	D
EAP38R	Vendor Needing Verification/Validation w/PO	D
EAP39R	997 Vendors Not Active on ENi2 Table-Placed On Hold	W
EAP40R	Vendors That Have Been Purged	M
EAP41R	EFT payment Defaulted To Warrants for Employees	D
EDIEDT	EDI Edit Control (statewide)	D
EDIPV-C	EDI PV Line Generation Control (agency)	D
EDIPV-P	EDI PV Line Generation Purged Record (agency)	D
EDIPV-R	EDI PV Line Generation Recycled Record (agency)	D
EDIPV2-C	EDI Generation Control (agency)	D
EDIPV2-R	EDI PV Document Generation (agency)	D
EDI01R1	EDI Accepted Accounts With Warnings (agency, vendor)	D

ID	Report Name	F
EDI01R2	EDI Rejected Accounts from EDIEDT (agency, vendor)	D
EDI02R	EDI Rejected Accounts for EDIUDW (agency, vendor)	D
EDI03R	EDI Activity	M
EDI04R	EDI Formatted Invoice	D
EDI05R	EDI Invoice	D
EDI06R	EDI Pre-note Process Enhancement	M
EFPN	Prenote Selection	D
EFTTAPE	Tape Generation for EFTs	D
EFVS	EF Vouchers Selection Exceptions-PPD	D
EFVSC	EF Voucher Selection Exceptions—CTX	D
EPS01R	Encumbrance Register Report	D
EPS03R1	Agency Commodity Activity (by Agency)	M
EPS03R2	Agency Commodity Activity (by Department)	M
EPS03R3	Statewide Commodity Activity	M
EPS06R	Automatic PV Detail Report	D
EPS08R1	Agency Competitive Purchases - Vendor Ranking by YTD Dollars	M
EPS08R2	Department Competitive Purchases - Vendor Ranking by YTD Dollars	M
EPS08R3	Statewide Competitive Purchases - Vendor Ranking by YTD Dollars	M
EPS09R1 M/W	Agency Competitive Purchases - Minority/ Women Business Enterprises -Vendor Ranking by YTD Dollars	M
EPS09R2 M/W	Department Competitive Purchases - Minority/ Women Business Enterprises -Vendor Ranking by YTD Dollars (MW)	M
EPS09R3 M/W	Statewide Competitive Purchases - Minority/ Women Business Enterprises -Vendor Ranking by YTD Dollars	M
EPS11R1 M/W	Agency Total Disbursements - Vendor Ranking by YTD Dollars (Minority/Women)	M

Column F—FREQUENCY
A—Annual D—Daily M—Monthly P—Once per payroll Q—Quarterly
S—Semi-annual W—Weekly R—On Request

3. Description — The report title is displayed.

4. Version — The version (date and time) chosen in the Report Version Selection Screen (p. 12) is displayed.

5. Option — Enter *'V'* next to the section to view.

6. Section — The section code (header key fields, usually the agency, fund, organization or grant code) is displayed.

7. Pages — The page length of the section is displayed.

INFOPAC ViewDirect Printing Menu Screen

```
            (1)
COMMAND ===> ......
                                  *** PRINTING MENU ***
                                                (2)
                PROCESS MARKED PAGES:   . (P - PRINT/ D - DELETE)
                                                (3)
                           REPORT ID:   ..........
                                                (4)
                             VERSION:   ...... ......
                     (5)                        (6)
   FROM ==> PAGE:  ...... OF SECTION:   ..............................
                     (7)                        (8)
     TO ==> PAGE:  ...... OF SECTION:   ................................
                                                (9)
       NUMBER OF PAGES TO BE PRINTED:   ......
                                                (10)
                  PAGE OUTPUT LIMIT:    ......
                                                (11)
                           PRINTER:   . (O - ONLINE/ B - BATCH)
                                                (12)
                 ONLINE PRINTER ID:    ........
                                                (13)
                   BATCH DEVICE ID:    ........
 (14)                JCL (FOR BATCH PRINT ONLY)
```

Access the Printing Menu Screen by pressing <F2>.

1. Command — Leave blank.

2. Process Marked Pages — Field is hidden if pages weren't marked. Enter *'P'* to print marked pages or *'D'* to delete the mark commands so that the marked pages won't be printed.

3. Report ID — The current report ID is displayed or another report ID may be entered.

4. Version — The selected version (date and time) is displayed or another may be entered.

INFOPAC ViewDirect Report Version Selection Screen

```
                (1)
COMMAND ===> ...
                                *** REPORT VERSIONS ***
          (2)         (3)
 REPORT: ........   ..................................................

         OPTION    DATE     TIME    DEVICE   STATUS
         ------   ------   ------   ------   ----------------
          (4)      (5)      (6)      (7)      (8)
           .       ......   ......   ....     ..........
           .       ......   ......   ....     ..........
           .       ......   ......   ....     ..........
```

1. Command — Up, Down, Top, Bottom, Locate, End and Quit commands are available. See p. 15.
2. Report ID — The ID of the report chosen in the Report Selection Screen is displayed.
3. Description — The report title is displayed.
4. Option — Enter *'V'* next to the version (report date and time) to view.
5. Date — The report date is displayed in 'YYMMDD' format.
6. Time — The report time is displayed in 'HHMMSS' format.
7. Device — 'DISK' reports are stored on disk. 'CART' reports are stored on tape and may take several minutes to mount.
8. Status — 'AVAILABLE' reports can be viewed immediately; 'NOT FOUND' or 'VERSION EXPIRED' reports are unavailable. 'VERSION NOT AVAILABLE' means try later. Other statuses require tape mounting.

INFOPAC ViewDirect Report Section Selection Screen

```
                (1)
COMMAND ===> ................
                              *** REPORT SECTION INDEX ***
          (2)         (3)
 REPORT ID: ........   ..................................................
          (4)
   VERSION: ...... ......

 OPTION SECTION                          PAGES   DESCRIPTION
 ------ --------------------------- -------- ---------------------------
   (5)  (6)                             (7)  (8)
    .   ..............                  ....  ............................
    .   ..............                  ....  ............................
    .   ..............                  ....  ............................
```

1. Command — Up, Down, Top, Bottom, Locate, End and Quit commands are available. See page 15.
2. Report ID — The ID of the report chosen in the Report Selection Screen (p. 12) is displayed.

ID	Report Name	F
EPS11R2 M/W	Department Total Disbursements - Vendor Ranking by YTD Dollars (Minority/Women)	M
EPS11R3 M/W	Statewide Total Disbursements - Vendor Ranking by YTD Dollars (Minority/Women)	M
EPSPO	Purchase Order Print	D
EPSPOX	EPS Purchase Order Print	D
FAA03R	Fixed Assets by Fund/Agency/Account Type	M
FAA04R	Fixed Asset Inventory by Location	M
FAA06R	Fixed Assets Disposed Assets Report	M
FAA07R1	Fixed Asset Disposed Assets - Monthly	M
FAA07R2	Fixed Asset Disposed Assets - YTD	M
FAA08R1	Fixed Asset Disposition Activity—Monthly	M
FAA08R2	Fixed Asst Disposition Activity—YTD	M
FAA10R1	Fixed Asset Depreciation/Cost Recovery Activity by Cost Element - Monthly	M
FAA10R2	Fixed Asset Depreciation/Cost Recovery Activity by Cost Element - YTD	M
FAA11R	Fixed Asset Accumulated Depreciation/Cost Recovery Balances - Monthly	M
FYE01R	List of Purchase Requisitions Reversed	A
FYE02R	Year End Purchase Order Disposition	A
FYE04R1	Special Account Balances - Billed Receivables	A
FYE04R2	Special Account Balances - Vouchers Payable	M
FYE04R3	Special Account Balances—Warrants Payable	A
FYE07R1	Roll Forward Summary Trial Balance by Agency Within Fund	A
GNL01R	Detail Transaction Listings	D
GNL02R	Summary Trial Balance by Fund Within Agency	M
GNL03R	General Ledger Summary by Fund Within Agency	M
GNL04R	General Ledger Detail by Fund Within Agency	M
GNL07R1	Revenue and Expenditure Summary by Program	M
GNL07R2	Revenue and Expenditure Detail by Program	M
GNL10R	Summary by Appropriation Within Organization	M
GNL11R	General Ledger Summary by Fund Within Agency	M
GNL15R	Document Suspense File Status Report	W
GNL15RD	Document Suspense File – Deleted PV Transaction	D

ID	Report Name	F
GNL15R2	Document Suspense File-PV Doc SUSF Status Report Listing	W
GNL16R	Expenditures and Revenue Detail by Organization	M
GNL19R	Trial Balance by Fund Within Agency	M
GNL19RD	Trial Balance by Fund Within Agency – Daily	D
GNL20R1	Summary Trial Balance by Agency Within Fund	M
GNL20R4	Summary Trial Balance by Fund	M
GNL20R5	Summary Trial Balance for All Funds	M
GNL21R	General Ledger Year-to-date Detail Report by Fund Within Agency	3/yr
GNL22R1	Object of Expenditure/Revenue Source Summary Within Long Bill Line and Appropriation Code	M
GNL22R2	Object of Expenditure/Revenue Source Summary Within Agency	M
GNL22R4	Object of Expense/Revenue Earned Summary Within Agency Category	M
GNL22R5	Object of Expense/Revenue Earned Summary Within All Departments	M
GNL23R1	Document Register	M
GNL25R1	Document Suspense File Status: Transactions Subject to Deletion Next Month	M
GNL25R2	Document Suspense File Status - System Deleted Transactions	M
GPP01R	Grant Revenues and Obligations by Month and Year to Date	M
GPP05R	Grant Inception-to-date Budget Vs Obligation Report	M
GPP09R	Summary Trial Balance by Grant Within Agency - Grant Inception-to-Date	M
GPP14R	Sub-recipients of Pass Through Grants	M
GPP15R	Grant Detail Report	M
GPP16R	Inception-to-Date Project Report	M
GPP17R1	Apply Transaction Rejection Report	D
GPP17R2	Apply Transaction Accepted Report	D
GPP18R	Overhead Calculation Accepted/Rejected	M
GPP19R1	Revenue Accrual Rejection Report	D
GPP19R2	Revenue Accrual Accepted Report	D
GPP20R	Revenue Accrual Calculation Report	D
GPP21R1	Letter of Credit Draw Method 1 (Accounts Receivable) Status Report	D

Column F—FREQUENCY
A—Annual D—Daily M—Monthly P—Once per payroll Q—Quarterly
S—Semi-annual W—Weekly R—On Request

1. Command — Leave blank.
2. Recipient ID — Enter your Top Secret user ID.
3. Password — Leave blank. (No password is needed.)
4. View by Report/Topic — Required. Enter ***'R'*** (default).
5. Report ID — Optional. If you know the report you want to view, enter its report ID here.
6. Version — Optional. Enter the version (date of a specific report) in YYMMDD format. If you enter a partial date such as ***'9910'***, the last version of the report produced in that month (October 1999) will be displayed.
7. Section — Optional. Enter the section (header key to specify a portion of the report) to view, e.g., ***'AEA1004000'***. You can enter a wildcard asterisk ***'*'*** as the last character, e.g. ***'AEA*'***, to see all report sections for agency code AEA.
8. Display List of Reports — Required. Enter ***'Yes'*** if Report ID (#5) is blank and you wish to select a report from a list of reports. Otherwise enter ***'No'***.
9. Display List of Versions — Required. Enter ***'Yes'*** if Version (#6) is blank and you wish to choose a specific version from a list of versions. Otherwise enter ***'No'*** to view the most recent version of the report.
10. Display Section Index — Required. Enter ***'Yes'*** if Section (#7) is blank and you wish to choose a specific section from a list of sections. Otherwise enter ***'No'*** to view all sections of the report your security authorizes you to view.

INFOPAC ViewDirect Report Selection Screen

```
                (1)
COMMAND ===> ...
                                    *** REPORTS ***

 OPTION REPORT ID  REPORT NAME
 ------ ---------- ----------------------------------------------------
   (2)  (3)        (4)
    .   ........   ....................................................
    .   ........   ....................................................
    .   ........   ....................................................
```

1. Command — Up, Down, Top, Bottom, Locate, End and Quit commands are available. See p. 15.
2. Option — Enter ***'V'*** next to the report selected for viewing.
3. Report ID — A list of report IDs is displayed.
4. Description — Report titles are displayed.

Financial Data Warehouse URL:
http://fdw.state.co.us/dfp/default.asp
Document Direct URL:
https://doit-web-01.state.co.us/ddrint/servlet/ddrintee

INFOPAC ViewDirect Report Viewing System

Accessing INFOPAC ViewDirect

In the CITS banner screen, type 'LOGON INFOPAC' and press <Enter>. (NOTE: Some agencies use a different procedure.)

In the INFOPAC-RDS banner screen, enter your COFRS user ID or any special user ID assigned to you and press <Enter>. Do not enter a password.

INFOPAC ViewDirect Viewing Menu

```
                (1)
COMMAND ===> ..........
                                   *** ViewDirect ***
                                      VIEWING MENU
                 (2)
RECIPIENT ID: ..........                                VERSION:  6.1
                 (3)
    PASSWORD: ........                                TAPE VOLSER: LC0890
                                                 (4)
            VIEW BY REPORT OR TOPIC:             .  (R/T)
                                                 (5)
                   REPORT/TOPIC ID:              ..........
                                                 (6)
                           VERSION:              ...... ......
                                                 (7)
                           SECTION:              ..............................
                                                 (8)
     DISPLAY LIST OF REPORTS/TOPICS:             ... (YES/NO)
                                                 (9)
          DISPLAY LIST OF VERSIONS:              ... (YES/NO)
```

ID	Report Name	F
GPP24R	Grants with Agency Approval Not Purged	3/yr
GPP23R	Purged Grants Listing	3/yr
GPP21R2	Letter of Credit Draw Method 2 (Cash Balances) Status Report	D
IN610	INFOPAC Distribution Cross Reference	W
IN620	INFOPAC Distribution Cross Reference by Recipient	W
INV02R	Unpaid Inventory Replenishment Report	A
INV02RYE	Unpaid Inventory Replenishment Report	A
INV03R	Sales Tax Collected	M
INV05R	Outstanding SR and CI Inventory Transactions	D
INV10R	ABC Analysis Report	M
INV40R	Inventory Management Report	M
INV41R	Inventory Management Report by Stock Item	M
INV50R1	Inventory Price List by Stock Group and Description	M
INV50R2	Inventory Price List by Stock Item Number	M
INV50R3	Inventory Price List by Description	M
INV50R4	Inventory Price List by Description with Stock Item First	M
INV50R5	Inventory Sorted by Description, Primary Bin	M
INV51R	Stock Movement Report	W
INV52R	Cost of Issues Report	M
INV53R	Warehouse Stock Issue	M
INV54R	Cost of Issues	M
INV62R	Inventory Purged Records	M
INV63R	Inventory Purged Records Not Deleted	M
INV68R1	Inventory Freeze Turnaround	D
INV68R2	Inventory Freeze Turnaround	D
INV68R3	Inventory Freeze Turnaround	D
INV70R	Physical Inventory Discrepancy Report	D
INV71R	Extended Physical Inventory	D
INV80R	Inventory Pick and Issue Order	D
INV90R	Replenishment Review Report	D
INV91R	Backorder Servicing Status Report	D
INV92R	Inventory PV Exception Report	D

ID	Report Name	F
INV93R	Active Indicator and Active Print Indicator	D
LDC04R	LDC/CPPS Payroll Hours Reconciliation	P
LDC07R	Position Cost and Variance	M
LDC09R	Labor Distribution Positions Paid -- by Month/ QTD/YTD	M
LDC10R	Labor Distribution Positions Worked -- by Month/ QTD/YTD	M
LDC11R	Position Cost by Month	M
LDC12R	Position Cost and Variance	
LDC13R	Overtime Listing by Month/YTD	M
LDC15R01	LDC General Ledger Payroll Voucher	P
LDC16R	LDC Distribution by Employee Report	P
LDC17R1	Labor Data Collection Unprocessed Employee Detail Report	P
LDC17R2	LDC Unprocessed Employee Total Report	P
MCR01R	Comparative Balance Sheet by Fund	M
MCR02R	Statement of Revenue and Expense	M
MCR03R	Statement of Revenue and Expense by Fund Within Agency Class	M
MCR04R	Statement of Revenue and Expense by Fund Within Agency Category	M
MCR05R	Statement of Revenue and Expense by Fund - Statewide Totals	M
MCR10R	Agency Category Comparative Balance Sheet by Fund at the Account Level	M
NOOLR	Vendor Offset Activity	D
RAR02R	Accounts Receivable Balance	M
SEC01R	Security Cross Reference - Security Groups by User	M
SEC02R	Security Cross Reference - Tables and Transac-tions by Security Group	M
SEC03R	Security By User Name and Security Groups	M
SEC04R	Document Security for PV Type 1 - Online	D
SEC05R	Document Security for PV Type 1 - Offline	D

Column F—FREQUENCY
A—Annual D—Daily M—Monthly P—Once per payroll Q—Quarterly
S—Semi-annual W—Weekly R—On Request

ID	Report Name	F
SEC06R	Security by User Name, Security Groups, and WHOM Entries	M
SEC07R	Change Log for Security Access Table	W
SEC08R	Change Log for the WHOM Table	W
SEC09R	Security Group Table Inconsistencies	M
SEC10R	ASEC/SECG Exception Report	M
SEC11R	Security Profiles with Enter/Correct/Approve Rights	M
SEC12R	Potential Duplicate Users	M
SEC14R	Security Groups by Agency	M
SEC13R	WHOM Verses ASEC Report	M
SEC15R	Approval Log	M
SEC16R	Override Log	M
SEC17R	Model ID Profiles Report	M
SEC18R	User Ids Within Security Groups	D
T9902RN	1099 Turnaround N Version	A
T9902RY	1099 Turnaround Y Version	A
T9903R	JV/JA Transactions by Vendor	A
T9904R	1099 Table Control Report	A
T9904R2	1099 Table Control Indicator N	A
T9904R3	1099 Table Control Indicator Y	A
T9904R5	1099 Table Control Indicator Other	A
T9905R1	1099 Ledger TIN Corrections	A
T9906R	Multiple Page 1099 Control Report	A
T9907R	Multiple Page 1099 Correction Control	A
T9908R	1099 Federal and State Withholding Report	A
TRWR	Tax Refund Warrant Reconciliation Control	D

ATTACHMENT B.6 – CURRENT COFRS TABLE

The following is the current list of tables used in COFRS. The tables below will be analyzed during the Envision Phase to determine which tables and records will be converted in the Project and used in COFRS II.

COFRS

Colorado Financial Reporting System

Tables and Transactions Quick Reference

COFRS Support: 303-764-7844

INFOPAC, Document Direct and Financial Data Warehouse user support and password resets.

COFRS Service Desk FAX: 303-764-7899

COFRS Service E-mail:
COFRSServiceDesk@state.co.us

FDW E-mail: COFRSServiceDesk@state.co.us

TOP SECRET Password Reset:
303 239-4357 option 4 or
Department Security Administrator

February, 2012

Governor's Office of Information Technology
COFRS Service Desk
601 E 18th Avenue, Suite 250
Denver, Colorado 80203

CONTENTS

COFRS Table Types 3
COFRS Subsystems 3
Tables and Transactions by Subsystem
- 1099 3
- BDA (Budgetary Accounting) 3
- CAM (Cash Management) 3
- EAP (Expenditures & Accounts Payable) 4
- EDI (Electronic Data Interface) 5
- EPS (Extended Purchasing) 5
- EXM (Extract Manager) 7
- FAA (Fixed Assets) 7
- GNL (General Ledger) 8
- GRT (Grant Management) 8
- IFC (Interface) 9
- INV (Inventory Control) 9
- LDC (Labor Data Collection) 10
- OVR (COFRS Overview) 10
- PRJ (Project Accounting) 11
- RAR (Revenue & Accounts Receivable) 11
- RPT (Reporter) 12
- SEC (Security Administration) 12
- SYS (System Administration) 12
- VOS (Vendor Offset) 13

COFRS Transactions 14
COFRS Tables 15

COFRS Table Types

A - Agency Defined
C - Centrally Defined
G - Generation
H - Hybrid (both system-maintained and user-defined)
L - Selection
P - Central Purchasing and Delegated Authority
S - System-maintained
T - Text
Y - System Administrator Defined

Additional copies of this brochure are available from COFRS Helpline. Also available are:

- ***EZDOC Commands Quick Reference***
- ***Reports Quick Reference with INFOPAC Instructions***

COFRS Tables

WHER	SEC	Y	Where
WHOM	SEC	Y	For Whom
WHSE	INV	A	Warehouse Management
WHTT	VOS	C	Withholding Type Code
WREH	EAP	S	Warrant Reconciliation Header
WREL	EAP	S	Warrant Reconciliation Line
WRTX	VOS	C	Warrant Text
1099	1099	H	Vendor 1099
99CR	1099	H	1099 Correction
99TX	1099	T	1099 Text

COFRS Tables

SOPT	OVR	Y	System Control Options
SORG	OVR	A	Sub-organization
SPDT	PRJ	A	Sub-project Description
SPD2	PRJ	A	Sub-project Description - 2
SPEC	GNL	Y	System Special Accounts
SPIS	EPS	A	Special Instructions
SPND	BDA	C	Spending Authority
SRCL	OVR	A	Sub-revenue Class
SRCT	OVR	A	Sub-revenue Category
SREV	OVR	A	Sub-revenue Source
SSCT	EPS	P	Commodity Sub-Sub Class
STAB	SEC	C	Security
STDS	EPS	T	Standard Specification
STKD	EXM	A	Secondary Key
SUSF	OVR	S	Document Suspense File
SUS2	OVR	S	Document Suspense File 2
TABL	SYS	Y	Table
TAXA	INV	C	Tax Application
TAXT	INV	C	Sales Tax
TBDR	SYS	Y	Table Directory
TIN1	1099	S	Taxpayer Identification
TIN2	1099	S	Taxpayer Identification 2
TINS	1099	S	Taxpayer Identification Summary
TSHT	LDC	H	Employee Timesheet Reference
TWAP	EPS	S	Accounts Payable Three-way Match Index
TWPU	EPS	H	Purchasing Three-way Match Index
UDEF	EPS	A	User
UDOC	EPS	H	Update Document History
UNIT	EPS	P	Unit Of Measure
URQS	EPS	H	Requisition Status Update
USID	SEC	Y	User ID Security
UTAB	SEC	S	Userid
VCOM	EPS	H	Vendor/Commodity
VCSC	EPS	S	Vendor by Class/Subclass
VDOC	EPS	S	Vendor Document History
VEIP	EDI	C	Vendor Parameters
VEND	EAP	A	Vendor
VEN2	EAP	H	Vendor - 2
VFED	EAP	S	Vendor - Federal ID
VHIS	EPS	S	Vendor History
VIG1	EPS	G	Vendor Invoice Generation - Type 1
VIG2	EPS	G	Vendor Invoice Generation - Type 2
VINC	1099	S	Vendor Income
VINV	EAP	S	Vendor Invoice
VITX	EPS	T	Vendor Invoice Text
VNAM	EAP	S	Vendor Name
VNAS	EAP	S	Vendor Sort Name
VNA2	EAP	H	Vendor Sort Name
VOIE	VOS	C	Vendor Offset Intercept Exception
VOPE	VOS	C	Vendor Offset Payment Exception
VOPT	VOS	C	Vendor Offset Parameter
VPER	EPS	S	Vendor Performance
VOWT	VOS	H	Vendor Offset Withholding
VOW2	VOS	H	Vendor Offset Withholding by Tin
VTXT	EPS	T	Vendor Text
VVAL	EAP	H	Vendor Validation
VXRF	EPS	S	Vendor Document Cross Reference
VZIP	EAP	S	Vendor ZIP Code
WAIT	VOS	S	Warrant Intercept

1099

1099	1099	H	Vendor 1099
99CR	1099	H	1099 Correction
99TX	1099	T	1099 Text
AD99	1099	A	1099 Agency Address
MVEN	1099	H	Master Vendor
TIN1	1099	S	Taxpayer Identification
TIN2	1099	S	Taxpayer Identification 2
TINS	1099	S	Taxpayer Identification Summary
VINC	1099	S	Vendor Income

BDA - Budgetary Accounting

AP	BDA		Appropriation
EB	BDA		Expense Budget
RB	BDA		Revenue Budget
TA	BDA		Transfer Of Appropriation
TB	BDA		Expense Budget Transfer
AFCI	BDA	S	Cash Funding Source Inquiry
AFGI	BDA	S	General Funding Source Inquiry
AFSC	BDA	S	Appropriation Fund Source Cash Detail Inquiry
AFSF	BDA	S	Appropriation Fund Source Federal Detail Inquiry
AFSG	BDA	S	Appropriation Fund Source General Detail Inquiry
AFSI	BDA	S	Appropriation Funding Source Inquiry
APPI	BDA	S	Appropriation Code Inquiry
APPV	BDA	C	Appropriation Code Approval
APP2	BDA	H	Appropriation Code Reference
ARTC	BDA	S	Cash Restriction Type Detail Inquiry
ARTF	BDA	C	Appropriation Restriction Type Reference
ARTG	BDA	S	General Restriction Type Detail Inquiry
ARTI	BDA	S	Appropriation Restriction Type Detail Inquiry
ATTC	BDA	S	Cash Transfer Type Detail Inquiry
ATTF	BDA	C	Appropriation Transfer Type Reference
ATTG	BDA	S	General Transfer Type Detail Inquiry
ATTI	BDA	S	Appropriation Transfer Type Detail Inquiry
BDCT	BDA	C	Budget Category
ESU1	BDA	S	Expense Budget Summary Organization Inquiry
ESUM	BDA	S	Expense Budget Summary Inquiry
EXBA	BDA	H	Expense Budget Allocation
EXPB	BDA	S	Expense Budget Inquiry
FSCT	BDA	C	Funding Source Code
LBAR	BDA	C	Long Bill Group Accumulation Reference
LBGR	BDA	C	Long Bill Group Reference
LBHT	BDA	H	Long Bill Hierarchy Validation
LBLI	BDA	S	Long Bill Line Item Inquiry
LBLR	BDA	C	Long Bill Line Item Reference
OLBL	BDA	S	On Line Budget Ledger
REVB	BDA	S	Revenue Budget
RSUM	BDA	S	Revenue Budget Summary Inquiry
SPND	BDA	C	Spending Authority

CAM - Cash Management

ABAL	CAM	S	Bank Account Balance
BANK	CAM	C	Bank Account
BREC	CAM	H	Bank Reconciliation
CANB	CAM	S	Cash Non Borrowable
CASH	CAM	C	Cash Account Master

CAM - continued

CBAL	CAM	S	Cash Balance
DBAL	CAM	S	Daily Cash Balance
DCBS	CAM	S	Daily Cash Balance Summary
RPTE	CAM	A	Report Exception
RPT2	CAM	A	Report Exception 2

EAP - Expenditures & Accts Payable

AD	EAP		Automatic Disbursement
CX	EAP		Check Cancellation
EF	EAP		Electronic Funds
IT	EAP		Intragovernmental
MW	EAP		Manual Warrant
PO	EAP		Purchase Order
PV	EAP		Payment Voucher
RQ	EAP		Requisition
WR	EAP		Warrant Reconciliation
ADBT	EAP	C	Agency Direct Billed
ADIS	EAP	C	Auto Disbursements Parameter
BNKN	EAP	S	Bank Name
BNKR	EAP	C	Bank Routing
CCAT	EAP	C	Check Category
CCA2	EAP	C	Check Category Distribution Code
EFAT	EAP	C	Electronic Funds Application Type
EFST	EAP	H	Electronic Fund Status
EFTT	EAP	H	Electronic Fund Transfer
ENIS	EAP	S	Employee Name/ID/SSN
ENI2	EAP	S	Employee ID/SSN/Name
ENI3	EAP	S	SSN/Employee ID/Name/
EPET	EAP	C	Employee Exception
EXPW	EAP	H	Expired Warrants
EXP2	EAP	H	Expired Warrants by Agency
ODRQ	EAP	S	Open Document Number Requisition
OHRQ	EAP	S	Open Header Requisition
OLRQ	EAP	S	Open Line Requisition
OPEF	EAP	H	Open Payment Voucher Line Electronic Fund
OPOD	EAP	S	Open Purchase Orders by Document Number
OPOH	EAP	S	Open Purchase Order Header
OPOL	EAP	S	Open Purchase Order Line
OPVD	EAP	S	Open Payment Vouchers by Document Number
OPVH	EAP	S	Open Payment Voucher Header
OPVL	EAP	S	Open Payment Voucher Line
OVIH	EAP	S	Open Vendor Invoice Header
PAYM	EAP	C	EFT Payment Methods
POAC	EAP	S	Purchase Order by Account Distribution Inquiry
REPV	EAP	A	Recurring Payment Voucher
SCHD	EAP	H	Voucher Schedule
SCH2	EAP	H	Voucher Schedule
SQVX	EAP		Vendor/SciQuest Crosswalk Table
SQV2	EAP		SciQuest Crosswalk/Vendor Table
VEND	EAP	A	Vendor
VEN2	EAP	C	Vendor - 2
VFED	EAP	S	Vendor - Federal ID
VINV	EAP	S	Vendor Invoice
VNAM	EAP	S	Vendor Name
VNAS	EAP	S	Vendor Sort Name
VNA2	EAP	H	Vendor Sort Name
VVAL	EAP	H	Vendor Validation

COFRS Tables

PORL	EPS	H	Purchase Order Roll Screen
POVI	EPS	L	Open PO Commodity Line Vendor Invoice Select
PPRG	PRJ	H	Project Purge
PRBL	PRJ	S	Project Budget Line Inquiry
PRB2	PRJ	S	Project Budget Line Inquiry - 2
PRB4	PRJ	S	Project Budget Line Status
PRNT	EPS	Y	On-demand Print
PRPH	PRJ	A	Project Phase
PRST	PRJ	C	Project Status
PSCH	LDC	C	LDC Position Schedule
PTEX	EPS	T	Purchasing Text
PTYP	OVR	C	Program Type
PVET	INV	S	Payment Voucher Exception
PYPC	LDC	S	Payroll Period Conversion
PYPD	LDC	C	Payroll Period Reference
PYPE	LDC	S	Payroll Period End Date
RCAT	OVR	C	Revenue Category
RCGN	EPS	G	Receiver Generation
RCLS	OVR	C	Revenue Class
RCTX	EPS	T	Receiver Text
REIT	GNL	A	Recurring Intragovernmental
REJA	GNL	A	Recurring Adjusting Journal Voucher
REJV	GNL	A	Recurring Journal Voucher
REPT	SYS	Y	Reports by Sub-system
REP2	SYS	Y	Reports by Report ID
REPV	EAP	A	Recurring Payment Voucher
RETC	INV	C	Return Code
REVA	GRT	A	Revenue Accrual
REVB	BDA	S	Revenue Budget
REV2	GRT	S	Agency Revenue Accrual
REV3	GRT	S	Department Revenue Accrual
RFUF	EPS	H	Requisition Freeze/Unfreeze
RGRP	OVR	C	Revenue Group
RIBA	EPS	S	Requisition Inquiry by Agency
RPCL	OVR	A	Reporting Category Class
RPTC	OVR	A	Reporting Category Code
RPTE	CAM	A	Report Exception
RPT2	CAM	A	Report Exception 2
RQST	EPS	S	Requisition Status
RSRC	OVR	C	Revenue Source
RSTA	EPS	P	Requisition Status Code
RSUM	BDA	S	Revenue Budget Summary Inquiry
RTYP	OVR	C	Revenue Type
RXGN	EPS	G	Requisition Generation
RXTX	EPS	T	Requisition Text
SCHD	EAP	H	Voucher Schedule
SCH2	EAP	H	Voucher Schedule
SCIH	INV	S	Stock Issue Confirmation Header
SCIL	INV	S	Stock Issue Confirmation Line
SECG	SEC	Y	Security Group
SEC1	SEC	Y	First Level Security
SEC2	SEC	Y	Second Level Security
SELM	EPS	C	EPS Purchase Order Selection Method
SELT	EXM	A	Selection
SHIP	EPS	A	Shipping Address
SITT	INV	S	Stock Item Transaction
SOBJ	OVR	A	Sub-object
SOCL	OVR	A	Sub-object Class
SOCT	OVR	A	Sub-object Category

COFRS Tables

ORQC	EPS	S	Open Requisition Commodity Line
ORQD	EPS	S	Open Requisition by Document Number
ORQH	EPS	S	Open Requisition Header
ORQL	EPS	S	Open Requisition Account Line
OSNC	INV	S	Open Stock Return Item Line
OSNH	INV	S	Open Stock Return Header
OSNL	INV	S	Open Stock Return Accounting Line
OSRC	INV	S	Open Stock Requisition Item Line
OSRD	INV	S	Open Stock Requisition Detail
OSRH	INV	S	Open Stock Requisition Header
OSRI	INV	S	Open Stock Requisition Item Issues
OSRL	INV	S	Open Stock Requisition Accounting Line
OSRR	INV	S	Open SR Item Issues by Issue/Return Document
OTRH	INV	S	Open Transfer Header
OTRL	INV	S	Open Transfer Line
OTYP	OVR	C	Object Type
OVID	EPS	S	Open Vendor Invoice Detail
OVIH	EAP	S	Open Vendor Invoice Header
OVIL	EPS	S	Open Vendor Invoice Line
PABC	EPS	S	Price Agreement by Commodity
PASC	EPS	H	Price Agreement Security
PASI	EPS	S	Price Agreement Summary Inquiry
PASM	EPS	H	Price Agreement Summary
PATX	EPS	T	Price Agreement Text
PAVC	EPS	H	Price Agreement Vendor/Commodity
PAVV	EPS	S	Price Agreement Vendor/Vendor Code
PAYM	EAP	C	EFT Payment Methods
PAYD	RAR	S	Payment Detail
PCAT	OVR	C	Program Category
PCCT	LDC	S	Position Class
PCG1	EPS	G	PO Generation For Reference Documents
PCG2	EPS	G	PO Generation For Commodity Selection
PCHD	EPS	S	Open Purchase Order Print - Extended
PCH2	EPS	H	Open Purchase Order Print - Extended 2
PCLS	OVR	A	Program Class
PCP1	LDC	S	Position Synchronization
PCPI	LDC	S	Position by Employee Alternate Index
PCPT	LDC	H	LDC Position
PDIS	LDC	S	Position Actuals
PDRC	VOS	S	Priority Debt Reason Code
PEIA	EDI	S	Pending EDI Invoices by Account Number
PEIV	EDI	S	Vendor Electronic Invoices Pending Approval
PFYT	PRJ	S	Project Fiscal Year Inquiry
PGMT	OVR	A	Program
PGRP	OVR	C	Program Group
PHTY	PRJ	C	Phase Type
PIBV	EPS	S	Purchase Order Inquiry by Vendor
POAC	EAP	S	Purchase Order by Account Distribution Inquiry
POBL	EPS	S	Open Purchase Order by Blanket Number
POBT	EPS	H	Purchase Order Buyer Code Change
POCC	EPS	S	Open PO Commodity Line by Commodity Code
POCT	EPS	S	Open Purchase Order by Contract Number
POC1	EPS	S	Open PO Comm Line by Vendor & Commodity
POC2	EPS	S	Open PO Comm Line by Commodity & Vendor
PODD	EPS	S	Open Purchase Order by Delivery Date
POHB	EPS	S	Open Purchase Order by Buyer
POPR	EPS	H	Purchase Order Preparation Inquiry
PORA	EPS	H	Purchase Order Roll Account Codes
PORC	EPS	L	Open PO Commodity Line Receiver Selection

EAP - continued

VZIP	EAP	S	Vendor ZIP Code
WREH	EAP	S	Warrant Reconciliation Header
WREL	EAP	S	Warrant Reconciliation Line
WRE2	EAP	H	Warrant Reconciliation Header (Correction Screen)

EDI - Electronic Data interface

AEVP	EDI	A	Agency E-Vendor Parameters
APAT	EDI	A	Agency Payment Account
APTT	EDI	A	Agency Payment Type
AVAT	EDI	A	Agency Vendor Account
AVST	EDI	A	Agency Vendor Sub-Account
BNKR	EDI	C	Bank Routing
EIAC	EDI	S	Electronic Invoices by Account Number
EIDT	EDI	S	Electronic Invoices Deleted
EIEI	EDI	S	Electronic Invoices by EDI Invoice List
EIE2	EDI	S	Electronic Invoices by EDI Invoice Number
EIPA	EDI	H	Electronic Invoices Pending Approval List
EIP2	EDI	S	Electronic Invoices Pending Approval
EIVI	EDI	S	Electronic Invoices by COFRS Invoice Number
ETAX	EDI	C	EDI Tax Codes
EVAT	EDI	S	E-Vendor Account
EVTX	EDI	H	EDI Vendor Transmission Control Number
PEIA	EDI	S	Pending EDI Invoices by Account Number
PEIV	EDI	S	Vendor Electronic Invoices Pending Approval
VEIP	EDI	C	Vendor Parameters

EPS - Extended Purchasing

OE	EPS		Open-ended Purchase Order
PC	EPS		Central Purchase Order
PD	EPS		Departmental Purchase Order
PG	EPS		Price Agreement Release
RC	EPS		Receiver
RO	EPS		Purchase Order Rollover
RX	EPS		EPS Requisition
SC	EPS		Service Contract
VI	EPS		Vendor Invoice
AADR	EPS	A	Agency Address
AAPI	EPS	S	Agency/Appropriation Purchase Order Inquiry
AGBC	EPS	C	Attorney General Billing Codes
AGBY	EPS	A	Agency/Buyer
AOPI	EPS	S	Agency/Organization Purchase Order Inquiry
APVT	EPS	S	EPS Auto Payment Voucher
APV2	EPS	S	EPS Auto PV by Purchase Order
BIDD	EPS	H	Bidders
BIDS	EPS	P	Bids Notification
BILL	EPS	A	Billing Address
BUYT	EPS	P	Buyers
CARR	EPS	A	Carrier
CERR	EPS	C	Contract Error
CHIS	EPS	H	Commodity History
CIPO	EPS	S	Commodity Inquiry by Purchase Order Number
CIRX	EPS	S	Commodity Inquiry by Requisition Number
CLDE	EPS	S	Commodity Class by Description
CLIN	EPS	A	Contract Logging Inquiry

EPS - continued

CLIV	EPS	S	Contract Logging Inquiry by Vendor
CLI2	EPS	C	Contract Logging Inquiry - 2
CMOD	EPS	C	Contract Modification Type
COCL	EPS	P	Commodity Class
COMC	EPS	L	Commodity by Commodity Class Selection
COMD	EPS	L	Commodity by Description Selection
COMK	EPS	A	Commodity Cross Reference
COMM	EPS	P	Commodity
COMS	EPS	L	Commodity Selection
COND	EPS	C	Condition
CSCC	EPS	P	Commodity Subclass by Commodity Class
CSDE	EPS	S	Commodity Subclass by Description
CTYP	EPS	C	Contract Type
DHIS	EPS	S	Document History Detail
DOCP	EPS	S	Documents In Process
DXRF	EPS	S	Document Cross Reference
ESOP	EPS	Y	Extended Purchasing System Control Options
FOBT	EPS	C	FOB/Freight Terms
IDOC	EPS	S	Document History Inquiry
MPPC	EPS	S	Open PO Commodity Line Modification
MPPH	EPS	S	Open PO Header Modification
MPPL	EPS	S	Open PO Accounting Line Modification
NOTE	EPS	T	Note Pad Text
ODPM	EPS	H	On Demand Modified Purchase Order Print
ODPO	EPS	H	On Demand Purchase Order Print
OPIV	EPS	S	Open Purchase Order Inquiry by Vendor
OPPC	EPS	S	Open Purchase Order Commodity Line
OPPD	EPS	S	Open Purchase Orders by Document Number
OPPH	EPS	S	Open Purchase Order Header
OPPL	EPS	S	Open Purchase Order Account Line
OPVV	EPS	S	Open Payment Voucher by Vendor Name
ORCH	EPS	S	Open Receiver Header
ORCL	EPS	S	Open Receiver Line
ORIA	EPS	S	Open Requisition Inquiry by Agency
ORQC	EPS	S	Open Requisition Commodity Line
ORQD	EPS	S	Open Requisition by Document Number
ORQH	EPS	S	Open Requisition Header
ORQL	EPS	S	Open Requisition Account Line
OVID	EPS	S	Open Vendor Invoice Detail
OVIH	EPS	S	Open Vendor Invoice Header
OVIL	EPS	S	Open Vendor Invoice Line
PABC	EPS	S	Price Agreement by Commodity
PASC	EPS	H	Price Agreement Security
PASI	EPS	S	Price Agreement Summary Inquiry
PASM	EPS	H	Price Agreement Summary
PATX	EPS	T	Price Agreement Text
PAVC	EPS	H	Price Agreement Vendor/Commodity
PAVV	EPS	S	Price Agreement Vendor/Vendor Code
PCG1	EPS	G	PO Generation For Reference Documents
PCG2	EPS	G	PO Generation For Commodity Selection
PCHD	EPS	S	Open Purchase Order Print - Extended
PCH2	EPS	H	Open Purchase Order Print - Extended 2
PIBV	EPS	S	Purchase Order Inquiry by Vendor
POBL	EPS	S	Open Purchase Order by Blanket Number
POBT	EPS	H	Purchase Order Buyer Code Change
POCC	EPS	S	Open PO Commodity Line by Commodity Code
POCT	EPS	S	Open Purchase Order by Contract Number
POC1	EPS	S	Open PO Comm Line by Vendor & Commodity

COFRS Tables

LIS2	SYS	Y	Tables & Documents by Table/Doc ID
LOBJ	LDC	S	LDC Object Conversion
LOCB	GRT	H	Draw Down Balance Request
LOCD	GRT	A	Draw Down Calculation Request
LOCS	GRT	H	Letter Of Credit Status
MDIS	LDC	S	Monthly Labor Distribution
MPPC	EPS	S	Open PO Commodity Line Modification
MPPH	EPS	S	Open PO Header Modification
MPPL	EPS	S	Open PO Accounting Line Modification
MVEN	1099	H	Master Vendor
NEMP	LDC	H	Employee Reference
NIOT	VOS	H	Notice of Intent to Offset Letter
NITX	VOS	C	Notice of Intent Text
NMP1	LDC	S	Employee Synchronization
NORT	VOS	Y	Notice of Offset Request
NOTE	EPS	T	Note Pad Text
NOTX	VOS	C	Notice of Offset Text
NYTI	SYS	Y	New Year Initialization
OBJT	OVR	C	Object
OCAT	OVR	C	Object Category
OCGN	INV	G	Over the Counter Generation
OCLS	OVR	C	Object Class
ODPM	EPS	H	On Demand Modified Purchase Order Print
ODPO	EPS	H	On Demand Purchase Order Print
ODRQ	EAP	S	Open Document Number Requisition
ODRT	INV	A	On Demand Report
ODR2	INV	A	On Demand Report 2
OGRP	OVR	C	Object Group
OHDT	GRT	A	Overhead Distribution
OHPD	GRT	S	Overhead Period
OHRQ	EAP	S	Open Header Requisition
OHRT	GRT	A	Overhead Rate
OINH	RAR	S	Open Invoice Header
OINL	RAR	S	Open Invoice Line
OINP	RAR	S	Open Invoice Customer Inquiry
OISN	INV	S	Items by Stock Number
OLBL	BDA	S	On Line Budget Ledger
OLGL	GNL	S	On Line General Ledger
OLG2	GNL	S	On Line General Ledger
OLRQ	EAP	S	Open Line Requisition
OPEF	EAP	H	Open Payment Voucher Line Electronic Fund
OPIA	EPS	S	Open Inventory Adjustment
OPIV	EPS	S	Open Purchase Order Inquiry by Vendor
OPOD	EAP	S	Open Purchase Orders by Document Number
OPOH	EAP	S	Open Purchase Order Header
OPOL	EAP	S	Open Purchase Order Line
OPPC	EPS	S	Open Purchase Order Commodity Line
OPPD	EPS	S	Open Purchase Orders by Document Number
OPPH	EPS	S	Open Purchase Order Header
OPPL	EPS	S	Open Purchase Order Account Line
OPVD	EAP	S	Open Payment Vouchers by Document Number
OPVH	EAP	S	Open Payment Voucher Header
OPVL	EAP	S	Open Payment Voucher Line
OPVV	EPS	S	Open Payment Voucher by Vendor Name
ORCH	EPS	S	Open Receiver Header
ORCL	EPS	S	Open Receiver Line
ORFT	EXM	A	Output Record Format
ORGN	OVR	A	Organization
ORIA	EPS	S	Open Requisition Inquiry by Agency

COFRS Tables

FDGP	OVR	C	Fund Group
FDIS	FAA	H	Fixed Asset Disposition
FEAG	GRT	C	Grant Agency
FFFY	GRT	S	Grant Federal Fiscal Year Inquiry
FGCS	FAA	A	Fixed Asset Group Class
FGCT	FAA	A	Fixed Asset Group Category
FGRP	FAA	A	Fixed Asset Group
FLCS	FAA	S	Fixed Asset Location Class
FLCT	FAA	S	Fixed Asset Location Category
FLDT	SYS	Y	Future LDAT
FLD2	SYS	Y	Future LDAT 2
FLOC	FAA	A	Fixed Asset Location
FOBT	EPS	C	FOB/Freight Terms
FREZ	INV	A	Freeze
FSCT	BDA	C	Funding Source Code
FSYR	GNL	C	Fiscal Year
FTYP	OVR	C	Fund Type
FUNC	OVR	A	Function
FUND	OVR	C	Fund
FYDC	GNL	C	Fiscal Year Document Closing
GBLC	GRT	A	Grant Budget Line Code
GBLI	GRT	S	Grant Budget Line Inquiry
GBL2	GRT	H	Grant Budget Line Status
GGBL	GRT	A	Revenue Accrual To-GBL Validation
GMSS	SYS	Y	General Messages Screen
GOVW	GRT	S	Government-wide Grant
GPRG	GRT	H	Grant Purge
GTYP	GRT	C	Grant Type
GVAL	GRT	A	Grant Validation
GVA2	GRT	S	Grant Budget Line Validation
GVA3	GRT	S	Department Grant Budget Line Validation
GVFA	GRT	S	Government-wide Grant Inquiry
GVPR	PRJ	S	Government-wide Project Inquiry
GWPT	PRJ	S	Government-wide Project
HDAY	GNL	C	Holiday
HELP	OVR	S	Help
IDOC	EPS	S	Document History Inquiry
IFCT	IFC	A	Document Interface File Status
INHD	RAR	A	Invoice Status
INK1	INV	S	Inventory by Keyword 1
INK2	INV	S	Inventory by Keyword 2
INK3	INV	S	Inventory by Keyword 3
INSE	INV	L	Inventory by Stock Item Selection
INVF	INV	H	Physical Inventory Freeze
INVI	INV	S	Inventory by Stock Item
INVN	INV	S	Inventory
INV2	INV	H	Inventory - 2
INV3	INV	A	Inventory Maintenance
ISSQ	INV	S	Issue Queue
JCLT	SYS	A	JCL
LBAR	BDA	C	Long Bill Group Accumulation Reference
LBGR	BDA	C	Long Bill Group Reference
LBHT	BDA	H	Long Bill Hierarchy Validation
LBLI	BDA	S	Long Bill Line Item Inquiry
LBLR	BDA	C	Long Bill Line Item Reference
LDAT	SYS	Y	Logical Dates
LDCO	LDC	C	Labor Data Collection Options
LHAC	LDC	C	LDC Holding Account
LIST	SYS	Y	Tables & Documents by Sub-system

EPS - continued

POC2	EPS	S	Open PO Comm Line by Commodity & Vendor
PODD	EPS	S	Open Purchase Order by Delivery Date
POHB	EPS	S	Open Purchase Order by Buyer
POPR	EPS	H	Purchase Order Preparation Inquiry
PORA	EPS	H	Purchase Order Roll Account Codes
PORC	EPS	L	Open PO Commodity Line Receiver Selection
PORL	EPS	H	Purchase Order Roll Screen
POVI	EPS	L	Open PO Commodity Line Vendor Invoice Select
PRNT	EPS	Y	On Demand Print
PTEX	EPS	T	Purchasing Text
RCGN	EPS	G	Receiver Generation
RCTX	EPS	T	Receiver Text
RFUF	EPS	H	Requisition Freeze/Unfreeze
RIBA	EPS	S	Requisition Inquiry by Agency
RQST	EPS	S	Requisition Status
RSTA	EPS	P	Requisition Status Code
RXGN	EPS	G	Requisition Generation
RXTX	EPS	T	Requisition Text
SELM	EPS	C	EPS Purchase Order Selection Method
SHIP	EPS	A	Shipping Address
SPIS	EPS	A	Special Instructions
SSCT	EPS	P	Commodity Sub-Sub Class
STDS	EPS	T	Standard Specification
TWAP	EPS	S	Accounts Payable Three-way Match Index
TWPU	EPS	H	Purchasing Three-way Match Index
UDEF	EPS	A	User
UDOC	EPS	H	Update Document History
UNIT	EPS	P	Unit Of Measure
URQS	EPS	H	Requisition Status Update
VCOM	EPS	H	Vendor/Commodity
VCSC	EPS	S	Vendor by Class/Subclass
VDOC	EPS	S	Vendor Document History
VHIS	EPS	S	Vendor History
VIG1	EPS	G	Vendor Invoice Generation - Type 1
VIG2	EPS	G	Vendor Invoice Generation - Type 2
VITX	EPS	T	Vendor Invoice Text
VPER	EPS	S	Vendor Performance
VTXT	EPS	T	Vendor Text
VXRF	EPS	S	Vendor Document Cross Reference

EXM - Extract Manager

EFID	EXM	H	Extract File Identification
EMCT	EXM	Y	Extract Manager Control
EMLD	EXM	Y	Extract Manager Ledger
ORFT	EXM	A	Output Record Format
SELT	EXM	A	Selection
STKD	EXM	A	Secondary Key

FAA - Fixed Assets

DP	FAA		Fixed Asset Depreciation
FA	FAA		Fixed Asset Acquisition
FC	FAA		Fixed Asset Modification
FD	FAA		Fixed Asset Disposition
FACE	FAA	A	Fixed Asset Cost Element
FADM	FAA	C	Fixed Asset Acquisition/Disposition
FADP	FAA	S	Fixed Asset Depreciation Program

FAA - continued

FAIC	FAA	H	Fixed Asset Inventory Control
FAPC	FAA	Y	Fixed Asset Policy Code
FASA	FAA	H	Fixed Asset Selected Assets
FAS1	FAA	H	Fixed Asset Summary
FATP	FAA	C	Fixed Asset Type
FBTA	FAA	S	Alternate Fixed Asset Betterment
FBT1	FAA	H	Fixed Asset Betterment
FBT2	FAA	H	Fixed Asset Betterment - 2
FCLG	FAA	A	Fixed Asset Catalog
FDIS	FAA	H	Fixed Asset Disposition
FGCS	FAA	A	Fixed Asset Group Class
FGCT	FAA	A	Fixed Asset Group Category
FGRP	FAA	A	Fixed Asset Group
FLCS	FAA	S	Fixed Asset Location Class
FLCT	FAA	S	Fixed Asset Location Category
FLOC	FAA	A	Fixed Asset Location

GNL - General Ledger

JA	GNL		Adjusting Journal Voucher
JS	GNL		Special Journal Voucher
JV	GNL		Journal Voucher
ACCT	GNL	H	Account Type
APRD	GNL	Y	Accounting Period
BBAL	GNL	S	Balance Sheet Account Balance
CLDT	GNL	Y	Calendar Date
FBAL	GNL	H	Fund Balance
FSYR	GNL	C	Fiscal Year
FYDC	GNL	C	Fiscal Year Document Closing
HDAY	GNL	C	Holiday
OLGL	GNL	S	On Line General Ledger
OLG2	GNL	S	On Line General Ledger
REIT	GNL	A	Recurring Intragovernmental
REJA	GNL	A	Recurring Adjusting Journal Voucher
REJV	GNL	A	Recurring Journal Voucher
SPEC	GNL	Y	System Special Accounts

GRT - Grant Management

GM	GRT		Grant Master
AGNT	GRT	S	Agency Grant Inquiry
AGN2	GRT	S	Agency Grant Inquiry
AGN3	GRT	A	Agency Grant Miscellaneous Information
AGN4	GRT	S	Agency Grant Number
CFDA	GRT	C	Catalog Of Federal Domestic Aid
CHRG	GRT	A	Charge Class
FAST	GRT	A	Grant Status
FEAG	GRT	C	Grant Agency
FFFY	GRT	S	Grant Federal Fiscal Year Inquiry
GBLC	GRT	A	Grant Budget Line Code
GBLI	GRT	S	Grant Budget Line Inquiry
GBL2	GRT	H	Grant Budget Line Status
GGBL	GRT	A	Revenue Accrual To-GBL Validation
GOVW	GRT	S	Government-wide Grant
GPRG	GRT	H	Grant Purge
GTYP	GRT	C	Grant Type
GVAL	GRT	A	Grant Validation

COFRS Tables

DXRF	EPS	S	Document Cross Reference
EBCT	LDC	C	Earnings/Benefit Code
EBDT	LDC	S	Employee Benefit Distribution
EBD2	LDC	C	Benefit Default
EBOX	LDC	C	EBC Object Expansion
EDIS	LDC	S	Employee Position Actuals
EFAT	EAP	C	Electronic Funds Application Type
EFID	EXM	H	Extract File Identification
EFST	EAP	H	Electronic Fund Status
EFTT	EAP	H	Electronic Fund Transfer
EIAC	EDI	S	Electronic Invoices by Account Number
EIDT	EDI	S	Electronic Invoices Deleted
EIEI	EDI	S	Electronic Invoices by EDI Invoice List
EIE2	EDI	S	Electronic Invoices by EDI Invoice Number
EIPA	EDI	H	Electronic Invoices Pending Approval List
EIP2	EDI	S	Electronic Invoices Pending Approval
EIVI	EDI	S	Electronic Invoices by COFRS Invoice Number
ENIS	EAP	S	Employee Name/ID/SSN
ENI2	EAP	S	Employee ID/SSN/Name
ENI3	EAP	S	SSN/Employee ID/Name/
EMCT	EXM	Y	Extract Manager Control
EMEX	SYS	S	Error Messages
EMLD	EXM	Y	Extract Manager Ledger
EMPN	LDC	S	Employee Number
EMPX	LDC	S	Employee Name/Number
EPAR	SYS	Y	Extract Manager Parameter
EPET	EAP	C	Employee Exception
ESOP	EPS	Y	Extended Purchasing System Control Options
ESUM	BDA	S	Expense Budget Summary Inquiry
ESU1	BDA	S	Expense Budget Summary Organization Inquiry
ETAB	SYS	S	Error
ETAX	EDI	C	EDI Tax Codes
EVAT	EDI	S	E-Vendor Account
EVTX	EDI	H	EDI Vendor Transmission Control Number
EXBA	BDA	H	Expense Budget Allocation
EXPB	BDA	S	Expense Budget Inquiry
EXPW	EAP	H	Expired Warrants
EXP2	EAP	H	Expired Warrants by Agency
FACE	FAA	A	Fixed Asset Cost Element
FADM	FAA	C	Fixed Asset Acquisition/Disposition
FADP	FAA	S	Fixed Asset Depreciation Program
FAGY	OVR	C	Fund/Agency
FAIC	FAA	H	Fixed Asset Inventory Control
FAPC	FAA	Y	Fixed Asset Policy Code
FASA	FAA	H	Fixed Asset Selected Assets
FAST	GRT	A	Grant Status
FAS1	FAA	H	Fixed Asset Summary
FATP	FAA	C	Fixed Asset Type
FBAL	GNL	H	Fund Balance
FBTA	FAA	S	Alternate Fixed Asset Betterment
FBT1	FAA	H	Fixed Asset Betterment
FBT2	FAA	H	Fixed Asset Betterment - 2
FCAT	OVR	C	Fund Category
FCCA	OVR	C	Function Category
FCCL	OVR	A	Function Class
FCGR	OVR	C	Function Group
FCLG	FAA	A	Fixed Asset Catalog
FCLS	OVR	C	Fund Class
FCTP	OVR	C	Function Type

COFRS Tables

BIDD	EPS	H	Bidders
BIDS	EPS	P	Bids Notification
BILL	EPS	A	Billing Address
BNKN	EAP	S	Bank Name
BNKR	EAP	C	Bank Routing
BREC	CAM	H	Bank Reconciliation
BUYT	EPS	P	Buyers
CAGT	VOS	C	Claiming Agency
CANB	CAM	S	Cash Non Borrowable
CARR	EPS	A	Carrier
CASH	CAM	C	Cash Account Master
CBAL	CAM	S	Cash Balance
CCAT	EAP	C	Check Category
CCA2	EAP	C	Check Category Distribution Code
CCXR	RAR	S	Cash Receipt/Check Number Cross Reference
CERR	EPS	C	Contract Error
CERT	LDC	A	Cost Element Reference
CFDA	GRT	C	Catalog Of Federal Domestic Aid
CHIS	EPS	H	Commodity History
CHRG	GRT	A	Charge Class
CINQ	RAR	S	Customer Inquiry
CIPO	EPS	S	Commodity Inquiry by Purchase Order Number
CIRX	EPS	S	Commodity Inquiry by Requisition Number
CIXR	RAR	S	Detail Invoices by Customer Cross Reference
CLDE	EPS	S	Commodity Class by Description
CLDT	GNL	Y	Calendar Date
CLIN	EPS	A	Contract Logging Inquiry
CLIV	EPS	S	Contract Logging Inquiry by Vendor
CLI2	EPS	C	Contract Logging Inquiry - 2
CLNA	SYS	Y	Column Name
CMOD	EPS	C	Contract Modification Type
CNAM	RAR	S	Customer Name
CNTC	VOS	C	Contact for Claiming Agency
COCL	EPS	P	Commodity Class
COLM	SYS	Y	Column
COMC	EPS	L	Commodity by Commodity Class Selection
COMD	EPS	L	Commodity by Description Selection
COMK	EPS	A	Commodity Cross Reference
COMM	EPS	P	Commodity
COMS	EPS	L	Commodity Selection
COND	EPS	C	Condition
CSCC	EPS	P	Commodity Subclass by Commodity Class
CSDE	EPS	S	Commodity Subclass by Description
CTYP	EPS	C	Contract Type
CUST	RAR	A	Customer Reference
DATE	SYS	Y	Dates
DBAL	CAM	S	Daily Cash Balance
DCBS	CAM	S	Daily Cash Balance Summary
DCTL	SYS	S	Document Control
DHIS	EPS	S	Document History Detail
DOCP	EPS	S	Documents In Process
DRCT	VOS	C	Debt Reason Code
DSCT	VOS	C	Debt Status Code
DSTC	LDC	S	Distribution Control
DVAA	VOS	S	Debtor Vendor Agency Activity
DVAT	VOS	S	Debtor Vendor Activity
DVND	VOS	S	Debtor Vendor
DVSC	VOS	H	Debtor Vendor Status Change
DVST	VOS	S	Debtor Vendor Summary

GRT - continued

GVA2	GRT	S	Grant Budget Line Validation
GVA3	GRT	S	Department Grant Budget Line Validation
GVFA	GRT	S	Government-wide Grant Inquiry
LOCB	GRT	H	Draw Down Balance Request
LOCD	GRT	A	Draw Down Calculation Request
LOCS	GRT	H	Letter Of Credit Status
OHDT	GRT	A	Overhead Distribution
OHPD	GRT	S	Overhead Period
OHRT	GRT	A	Overhead Rate
REVA	GRT	A	Revenue Accrual
REV2	GRT	S	Agency Revenue Accrual
REV3	GRT	S	Department Revenue Accrual

IFC - Interface

IFCT	IFC	A	Document Interface File Status

INV - Inventory Control

CI	INV		Stock Issue Confirmation
IA	INV		Physical Inventory Adjustment
OC	INV		Over the Counter
PI	INV		Pick and Issues
RP	INV		Reconciliation and Posting
SN	INV		Stock Return
SR	INV		Stock Requisition
TI	INV		Stock Transfer Issue
TR	INV		Stock Transfer Receipt
ABCP	INV	A	ABC Parameter
ADJC	INV	C	Adjustment Code
FREZ	INV	A	Freeze
INK1	INV	S	Inventory by Keyword 1
INK2	INV	S	Inventory by Keyword 2
INK3	INV	S	Inventory by Keyword 3
INSE	INV	L	Inventory by Stock Item Selection
INVF	INV	H	Physical Inventory Freeze
INVI	INV	S	Inventory by Stock Item
INVN	INV	S	Inventory
INV2	INV	H	Inventory - 2
INV3	INV	A	Inventory Maintenance
ISSQ	INV	S	Issue Queue
OCGN	INV	G	Over the Counter Generation
ODRT	INV	H	On Demand Report
ODR2	INV	H	On Demand Report 2
OISN	INV	S	Items by Stock Number
OPIA	INV	S	Open Inventory Adjustment
OSNC	INV	S	Open Stock Return Item Line
OSNH	INV	S	Open Stock Return Header
OSNL	INV	S	Open Stock Return Accounting Line
OSRC	INV	S	Open Stock Requisition Item Line
OSRD	INV	S	Open Stock Requisition Detail
OSRH	INV	S	Open Stock Requisition Header
OSRI	INV	S	Open Stock Requisition Item Issues
OSRL	INV	S	Open Stock Requisition Accounting Line
OSRR	INV	S	Open SR Item Issues by Issue/Return Document
OTRH	INV	S	Open Transfer Header
OTRL	INV	S	Open Transfer Line
PVET	INV	S	Payment Voucher Exception
RETC	INV	C	Return Code

INV - continued

SCIH	INV	S	Stock Issue Confirmation Header
SCIL	INV	S	Stock Issue Confirmation Line
SITT	INV	S	Stock Item Transaction
TAXA	INV	C	Tax Application
TAXT	INV	C	Sales Tax
WHSE	INV	A	Warehouse Management

LDC - Labor Data Collection

AJ	LDC		LDC Adjustment
PB	LDC		Payroll Voucher
TS	LDC		Time Sheet Summary Input
ADHL	LDC	S	Adjustment Holding
ADJS	LDC	S	Prior Period Adjustment
AEMO	LDC	S	Employee Organization
BDIS	LDC	S	Biweekly Labor Distribution
CERT	LDC	A	Cost Element Reference
DSTC	LDC	S	Distribution Control
EBCT	LDC	C	Earnings/Benefit Code
EBDT	LDC	S	Employee Benefit Distribution
EBD2	LDC	C	Benefit Default
EBOX	LDC	C	EBC Object Expansion
EDIS	LDC	S	Employee Position Actuals
EMPN	LDC	S	Employee Number
EMPX	LDC	S	Employee Name/Number
LDCO	LDC	C	Labor Data Collection Options
LHAC	LDC	C	LDC Holding Account
LOBJ	LDC	S	LDC Object Conversion
MDIS	LDC	S	Monthly Labor Distribution
NEMP	LDC	H	Employee Reference
NMP1	LDC	S	Employee Synchronization
PCPI	LDC	S	Alternate Position
PCP1	LDC	S	Position Synchronization
PCPT	LDC	H	LDC Position
PDIS	LDC	S	Position Actuals
PSCH	LDC	C	LDC Position Schedule
PYPC	LDC	S	Payroll Period Conversion
PYPD	LDC	C	Payroll Period Reference
PYPE	LDC	S	Payroll Period End Date
TSHT	LDC	H	Employee Timesheet Reference

OVR - COFRS Overview

UC	OVR	C	Utility Copy
AGCL	OVR	C	Agency Class
AGCT	OVR	C	Agency Category
AGCY	OVR	C	Agency
BACC	OVR	C	Balance Sheet Account
BCAT	OVR	C	Balance Sheet Category
BCLS	OVR	C	Balance Sheet Class
BGRP	OVR	C	Balance Sheet Group
FAGY	OVR	C	Fund/Agency
FCAT	OVR	C	Fund Category
FCCA	OVR	C	Function Category
FCCL	OVR	A	Function Class
FCGR	OVR	C	Function Group
FCLS	OVR	C	Fund Class
FCTP	OVR	C	Function Type

COFRS Tables

Code	System	Type	Name
AADR	EPS	A	Agency Address
AAPI	EPS	S	Agency/Appropriation Purchase Order Inquiry
ABAL	CAM	S	Bank Account Balance
ABAT	EDI	C	ABA Routing
ABCP	INV	A	ABC Parameter
ACCT	GNL	H	Account Type
ADBT	EAP	S	Agency Direct Billed
ADHL	LDC	S	Adjustment Holding
ADIS	EAP	C	Auto Disbursements Parameter
ADJC	INV	C	Adjustment Code
ADJS	LDC	S	Prior Period Adjustment
ADNT	SYS	H	Automatic Document Numbering
AD99	1099	A	1099 Agency Address
AEMO	LDC	S	Employee Organization
AEVP	EDI	A	Agency E-Vendor Parameters
AFCI	BDA	S	Cash Funding Source Inquiry
AFGI	BDA	S	General Funding Source Inquiry
AFSC	BDA	S	Appropriation Fund Source Cash Detail Inquiry
AFSF	BDA	S	Appropriation Fund Source Federal Detail Inquiry
AFSG	BDA	S	Appropriation Fund Source General Detail Inquiry
AFSI	BDA	S	Appropriation Funding Source Inquiry
AGBC	EPS	C	Attorney General Billing Codes
AGBY	EPS	A	Agency/Buyer
AGCL	OVR	C	Agency Class
AGCT	OVR	C	Agency Category
AGCY	OVR	C	Agency
AGDR	VOS	C	Agency Debt Reason Code
AGNT	GRT	S	Agency Grant Inquiry
AGN2	GRT	S	Agency Grant Inquiry - 2
AGN3	GRT	A	Agency Grant Miscellaneous Information
AGN4	GRT	S	Agency Grant Number
AGPR	PRJ	H	Agency Project Inquiry
AGP3	PRJ	S	Agency Project Number
AMSS	SYS	Y	Agency Message Screen
AOPI	EPS	S	Agency/Organization Purchase Order Inquiry
APAT	EDI	A	Agency Payment Account
APPI	BDA	S	Appropriation Code Inquiry
APPV	BDA	C	Appropriation Code Approval
APP2	BDA	H	Appropriation Code Reference
APRD	GNL	Y	Accounting Period
APRV	SYS	Y	Approval
ARTI	BDA	S	Appropriation Restriction Type Detail Inquiry
ASEC	SEC	Y	Agency Security
ATTC	BDA	S	Cash Transfer Type Detail Inquiry
ATTF	BDA	C	Appropriation Transfer Type Reference
ATTG	BDA	S	General Transfer Type Detail Inquiry
ATTI	BDA	S	Appropriation Transfer Type Detail Inquiry
AVAT	EDI	A	Agency Vendor Account
AVST	EDI	A	Agency Vendor Sub-Account
BACC	OVR	C	Balance Sheet Account
BANK	CAM	C	Bank Account
BBAL	GNL	S	Balance Sheet Account Balance
BCAT	OVR	C	Balance Sheet Category
BCLS	OVR	C	Balance Sheet Class
BDCT	BDA	C	Budget Category
BDIS	LDC	S	Biweekly Labor Distribution
BGRP	OVR	C	Balance Sheet Group

COFRS Transactions

Code	Subsystem	Name
AD	EAP	Automatic Disbursement
AJ	LDC	LDC Adjustment
AP	BDA	Appropriation
CI	INV	Stock Issue Confirmation
CR	RAR	Cash Receipt
CX	EAP	Check Cancellation
DP	FAA	Fixed Asset Depreciation
EB	BDA	Expense Budget
EF	EAP	Electronic Funds
FA	FAA	Fixed Asset Acquisition
FC	FAA	Fixed Asset Modification
FD	FAA	Fixed Asset Disposition
GM	GRT	Grant Master
IA	INV	Physical Inventory Adjustment
IN	RAR	Invoice
IT	EAP	Intergovernmental
JA	GNL	Adjusting Journal Voucher
JS	GNL	Special Journal Voucher
JV	GNL	Journal Voucher
MW	EAP	Manual Warrant
OC	INV	Over the Counter
OE	EPS	Open-ended Purchase Order
PB	LDC	Payroll Voucher
PC	EPS	Central Purchase Order
PD	EPS	Departmental Purchase Order
PG	EPS	Price Agreement Release
PI	INV	Pick and Issues
PJ	PRJ	Project Management
PO	EAP	Purchase Order
PV	EAP	Payment Voucher
RB	BDA	Revenue Budget
RC	EPS	Receiver
RO	EPS	Purchase Order Rollover
RP	INV	Reconciliation and Posting
RQ	EAP	Requisition
RX	EPS	EPS Requisition
SC	EPS	Service Contract
SN	INV	Stock Return
SR	INV	Stock Requisition
TA	BDA	Transfer Of Appropriation
TB	BDA	Expense Budget Transfer
TD	LDC	Time Sheet Daily Input
TI	INV	Stock Transfer Issue
TR	INV	Stock Transfer Receipt
TS	LDC	Time Sheet Summary Input
UC	OVR	Utility Copy
VI	EPS	Vendor Invoice
VO	VOS	Vendor Offset
WR	EAP	Warrant Reconciliation

OVR - continued

FDGP	OVR	C	Fund Group
FTYP	OVR	C	Fund Type
FUNC	OVR	A	Function
FUND	OVR	C	Fund
HELP	SYS	S	Help
OBJT	OVR	C	Object
OCAT	OVR	C	Object Category
OCLS	OVR	C	Object Class
OGRP	OVR	C	Object Group
ORGN	OVR	A	Organization
OTYP	OVR	C	Object Type
PCAT	OVR	C	Program Category
PCLS	OVR	A	Program Class
PGMT	OVR	A	Program
PGRP	OVR	C	Program Group
PTYP	OVR	C	Program Type
RCAT	OVR	C	Revenue Category
RCLS	OVR	C	Revenue Class
RGRP	OVR	C	Revenue Group
RPCL	OVR	A	Reporting Category Class
RPTC	OVR	A	Reporting Category Code
RSRC	OVR	C	Revenue Source
RTYP	OVR	C	Revenue Type
SOBJ	OVR	A	Sub-object
SOCL	OVR	A	Sub-object Class
SOCT	OVR	A	Sub-object Category
SOPT	OVR	Y	System Control Options
SORG	OVR	A	Sub-organization
SRCL	OVR	A	Sub-revenue Class
SRCT	OVR	A	Sub-revenue Category
SREV	OVR	A	Sub-revenue Source
SUSF	OVR	S	Document Suspense File
SUS2	OVR	S	Document Suspense File 2

PRJ - Project Accounting

PJ	PRJ		Project Management
AGPR	PRJ	H	Agency Project Inquiry
AGP3	PRJ	S	Agency Project Number
GVPR	PRJ	S	Government-wide Project Inquiry
GWPT	PRJ	S	Government-wide Project
PFYT	PRJ	S	Project Fiscal Year Inquiry
PHTY	PRJ	C	Phase Type
PPRG	PRJ	H	Project Purge
PRBL	PRJ	S	Project Budget Line Inquiry
PRB2	PRJ	S	Project Budget Line Inquiry - 2
PRB4	PRJ	S	Project Budget Line Status
PRPH	PRJ	A	Project Phase
PRST	PRJ	C	Project Status
SPDT	PRJ	A	Sub-project Description
SPD2	PRJ	A	Sub-project Description - 2

RAR - Revenue & Accounts Receivable

CR	RAR		Cash Receipt
IN	RAR		Invoice
CCXR	RAR	S	Cash Receipt/Check Number Cross Reference
CINQ	RAR	S	Customer Inquiry

RAR - continued

CIXR	RAR	S	Detail Invoices by Customer Cross Reference
CNAM	RAR	S	Customer Name
CUST	RAR	A	Customer Reference
INHD	RAR	A	Invoice Status
OINH	RAR	S	Open Invoice Header
OINL	RAR	S	Open Invoice Line
OINP	RAR	S	Open Invoice Customer Inquiry
PAYD	RAR	S	Payment Detail
RECR	RAR		Reoccuring CR Transaction

SEC - Security Administration

ASEC	SEC	Y	Agency Security
SECG	SEC	Y	Security Group
SEC1	SEC	Y	First Level Security
SEC2	SEC	Y	Second Level Security
STAB	SEC	C	Security
USID	SEC	Y	User ID
UTAB	SEC	S	User ID
WHER	SEC	Y	Where
WHOM	SEC	Y	For Whom

SYS - System Administration

ADNT	SYS	H	Automatic Document Numbering
AMSS	SYS	Y	Agency Message Screen
APRV	SYS	Y	Approval
CLNA	SYS	Y	Column Name
COLM	SYS	Y	Column
DATE	SYS	Y	Dates
DCTL	SYS	S	Document Control
EPAR	SYS	Y	Extract Manager Parameter
EMEX	SYS	S	Error Messages
ETAB	SYS	S	Error
FLDT	SYS	Y	Future LDAT
FLD2	SYS	Y	Future LDAT 2
GMSS	SYS	Y	General Messages Screen
JCLT	SYS	A	JCL
LDAT	SYS	Y	Logical Dates
LDDT	SYS	Y	LDAT Definition
LDD2	SYS	Y	LDAT Definition View
LIST	SYS	Y	Tables & Documents by Sub-system
LIS2	SYS	Y	Tables & Documents by Table/Document ID
NYTI	SYS	Y	New Year Initialization
OLOG	SYS		Override Log
TABL	SYS	Y	Table
TBDR	SYS	Y	Table Directory

VOS - Vendor Offset

VO	VOS		Vendor Offset
AGDR	VOS	C	Agency Debt Reason Code
CAGT	VOS	C	Claiming Agency
CNTC	VOS	C	Contact for Claiming Agency
DRCT	VOS	C	Debt Reason Code
DSCT	VOS	C	Debt Status Code
DVAA	VOS	S	Debtor Vendor Agency Activity
DVAT	VOS	S	Debtor Vendor Activity
DVND	VOS	S	Debtor Vendor
DVSC	VOS	H	Debtor Vendor Status Change
DVST	VOS	S	Debtor Vendor Summary
NIOT	VOS	H	Notice of Intent to Offset Letter
NITX	VOS	C	Notice of Intent Text
NORT	VOS	Y	Notice of Offset Request
NOTX	VOS	C	Notice of Offset Text
PDRC	VOS	S	Priority Debt Reason Code
VOIE	VOS	C	Vendor Offset Intercept Exception
VOPE	VOS	C	Vendor Offset Payment Exception
VOPT	VOS	C	Vendor Offset Parameter
VOWT	VOS	H	Vendor Offset Withholding
VOW2	VOS	H	Vendor Offset Withholding by Tin
WAIT	VOS	S	Warrant Intercept
WHTT	VOS	C	Withholding Type Code
WRTX	VOS	C	Warrant Text

ATTACHMENT B.7 – COFRS II PROJECT CONTEXT DIAGRAM

The WBS Section numbers below correspond only with **§C** of **Exhibit B**.

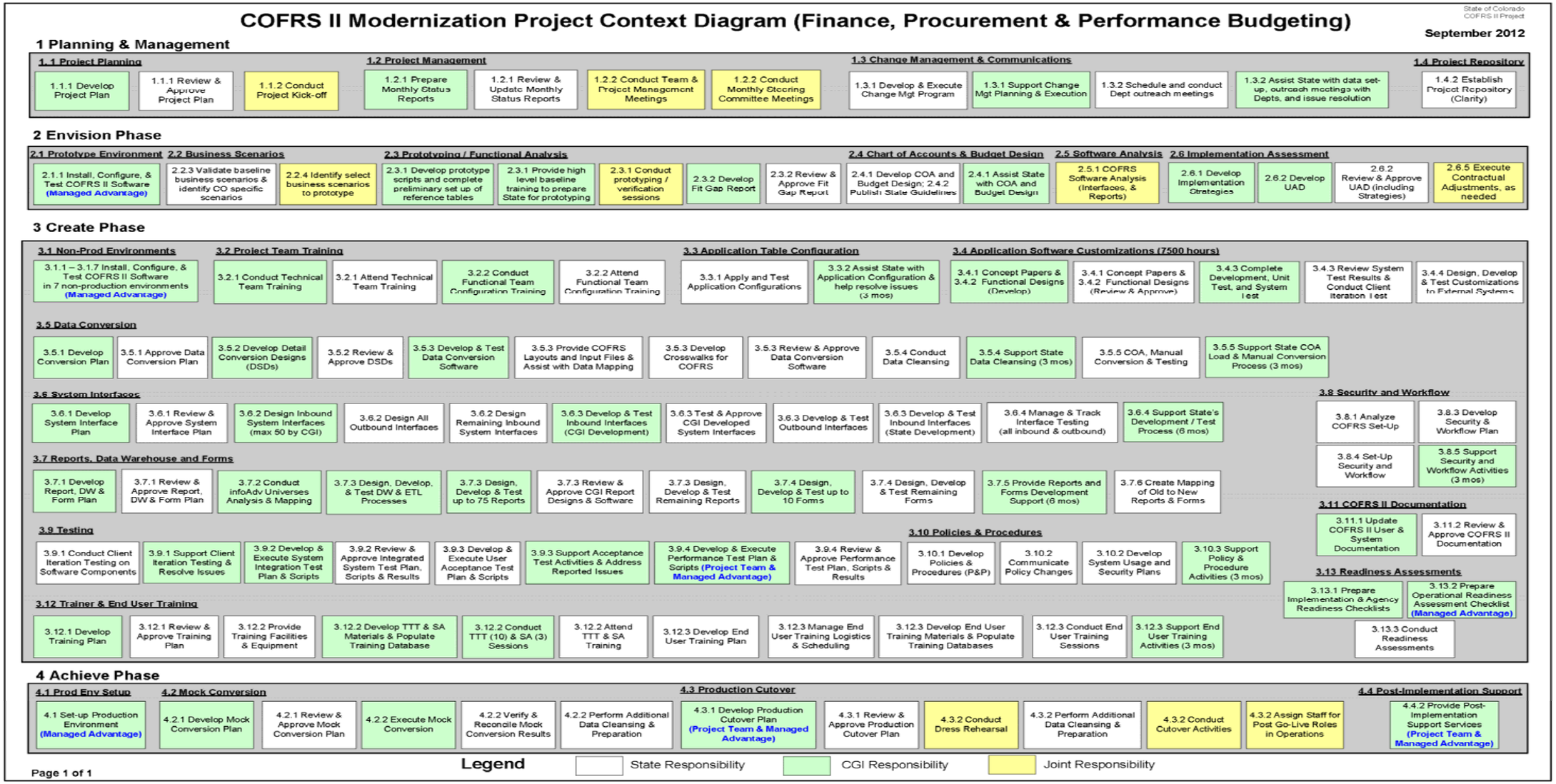

EXHIBIT C – COFRS II MANAGED ADVANTAGE STATEMENT OF WORK

Capitalized terms used herein but not otherwise defined in **§II.B** shall have the meanings ascribed to them in the Contract.

I. OVERVIEW AND PURPOSE

This **Exhibit C** establishes the basis and framework for hosting and operating the COFRS II application environment at CGI's secure hosting facility in Phoenix, Arizona, transitioning to the Managed Services, completing post transition activities, and providing defined minimum levels of support as part of the Managed Services. This **Exhibit C** is specific to Managed Services in support of the State's use of the Advantage Software and is comprised of activities that fall under the following four key areas:

A. General Terms for Managed Services

Provides the State with the general terms and scope of Services that will establish the basis and framework for hosting and operating the State's System, defined in **§II.B.38**, at the Phoenix Data Center. These terms are based upon CGI's standard service delivery model for Managed Advantage, defined in **§II.B.24**, information provided by the State of Colorado, and CGI's experience in implementing, hosting, and maintaining Advantage Software for similar customers.

B. Transition

Provides the State with the overview and high level tasks associated with transitioning to CGI Managed Advantage operations. The Transition, defined in **§II.B.41**, is the first phase of this **Exhibit C** in which the System is migrated from the State to CGI and CGI assumes responsibility for the System, set forth under this **Exhibit C**.

C. Post Transition Upgrades

Outlines the approach and scope of future upgrades to the System after the initial Transition has been completed.

D. Service Level Agreement

Outlines the Service Level Agreement ("SLA") between the State and CGI in order to define the framework for measuring service delivery by CGI in hosting and operating the System at the Phoenix Data Center, post-Transition. The SLA defines the context and definition of key measures and thresholds mutually agreed upon as an objective means to track Managed Advantage service delivery for the System. In addition, recourse and consequences of not delivering a minimum level of service, as well as exceeding an expected level of service delivery are outlined. The general framework for the SLA is illustrated in the following graphic:

Service Level Performance	Implication
Exceeded Service Level	When above, Earnback Credit achieved by CGI
Expected Performance	Range between Minimum and Exceeded Service Level
Minimum Service Level	When below, Service Credit issued to Client

II. GENERAL TERMS FOR MANAGED ADVANTAGE

A. Description

This section defines the overall parameters and assumptions for the delivery of Managed Advantage to the State. It highlights the key elements that are the basis for delivery of the Services on an ongoing basis

and the distribution of responsibilities between CGI and the State. Business terms that define CGI's key assumptions are set forth in this section.

B. Payments to Contractor

The State shall pay the Contractor in accordance with the provisions of **§9** of the Contract, The maximum amount payable under this Statement of Work to Contractor by the State is Forty-Five Million Three Hundred Seventy-One Thousand Five Hundred Fourteen Dollars and Twenty-Eight Cents (**$45,371,514.28**), as determined by the State from available funds. The maximum amount may be increased by the State to the extent that there are remaining unspent funds from Component 1 – COFRS Maintenance and Support Services as provided in **§8.D.i.c** of the Contract or Component 2 – COFRS Modernization as provided in **§8.D.ii.c** of the Contract. Payments to Contractor are limited to the unpaid obligated balance of the funds allocated to this Statement of Work.

C. Definitions

The following terms as used herein shall be considered and interpreted as set forth below.

1. Attachments

"Attachments" to this **Exhibit C** means the following which are attached hereto and incorporated by reference herein: **Attachment C.1** (Advantage Software Sizing – Usage Levels); and, **Attachment C.2** (Customization Specifications).

2. Availability Percentage

"Availability Percentage" is the percentage of scheduled time the respective production application is available to users during the defined Hours of Availability. Availability Percentage is calculated by taking the planned minutes available per rolling three (3) month quarter (PQA), subtracting minutes not available per the rolling three (3) month quarter (MD), and dividing that result by planned minutes available. Equation: (PQA – MD) / PQA.

As an example, if the planned Hours of Availability are every week day, Monday through Friday from 6:30 a.m. to 7:00 p.m. and there were three (3) hours of unavailability during the months of January, February, and March, then the mathematical representation would be:

PQA = 22.5 days/month x 3 months x 12.5 hours/day x 60 minutes/hour = 50625 minutes/month

MD = 3 hours/quarters x 60 minutes/hour = 180 minutes/quarter

Availability Percentage = (PQA-MD)/PQA = (50625 – 180) / 50625 = 99.6493%

Scheduled outages are documented, approved, planned and scheduled in advance and are not considered MD for purposes of this calculation. This includes all Scheduled Maintenance Periods. Unavailability caused by components for which the State is responsible (including, without limitation, **§§III.C**, certain components in **VI.A** and within the State's Point of Demarcation) will be considered scheduled outages as well for this calculation. MD includes unscheduled outages associated with a Critical Issue, defined in **§II.B.20**, reported by either Party. This excludes Issues not attributable to CGI or its Subcontractors and/or causes for which CGI or its Subcontractors are not independently accountable.

3. At Risk Amount

"At Risk Amount" is a percentage of 1/12th of the annual fees (i.e. the monthly allocation of annual fees paid by the State to CGI) against which one or more Service Penalties is applied if CGI fails to achieve the specified Minimum Service Level for a specific Service Metric within the respective Measurement Interval.

4. Batch Processing Time

"Batch Processing Time" is the target maximum amount of time, as jointly agreed upon by the Parties during the Transition based on historical peak processing time and peak processing times during Transition testing, required to complete System batch processing after receipt of all files and requisite

inputs from the State such that the System can ultimately be in a position to resume CGI Advantage General Application Availability. For purposes of calculating Batch Processing Time, the System executes defined batch jobs including backups or other scheduled System maintenance activities. The associated Service Metric is calculated as a percentage by taking total number of target minutes in the batch window per month (TNM), subtracting the number of minutes delayed or late / exceeded (BMD) and dividing by TNM. Equation: (TNM – BMD) / TNM. TNM = number of processing days per month * x hrs/batch * 60 minutes/hr.

For example if batch was scheduled to run from 10pm to 5am daily and ran over 3 hours in total during the month of January, then the mathematical representation would be:

TNM = 31 days/month x 7 hours/day x 60 minutes/hour = 13020 minutes/month

BMD =3 hours/months x 60 minutes/hour = 180 minutes/month

Batch Processing = (TNM – BMD)/TNM = (13020 – 180) /13020 = 98.16%

Notwithstanding the above calculation, CGI will always have at least two hours of cumulative delay per month before any Service Metric/Service Level for which this calculation is used is considered not achieved.

5. CGI Advantage Batch Execution Time

"CGI Advantage Batch Execution Time" is the time required for the CGI Advantage Financial Management application to process and successfully complete batch processing normally per the scheduled batch processing plan, successful job metrics and as measured by the Batch Processing Time metric.

6. CGI Advantage® General Application Availability

"CGI Advantage® General Application Availability" means the Advantage Software listed below and is considered available when a properly configured computer is capable of successfully executing a standard online screen transaction within all major Subsystems (e.g. CGI Advantage Financial Management) from either an operator console or end user workstation. An online transaction can be an add, change or delete; can be a request to view a record, or a simple query run from a workstation displayed screen. CGI monitoring, measurement, and responsibility will be within the Point of Demarcation.

CGI Advantage General Application Availability definition applies to the following System components as described in **§III.A.1**:

a. CGI Advantage Financial Management - Base System

b. CGI Advantage Financial Management – Asset Management

c. CGI Advantage Financial Management – Inventory Management

d. CGI Advantage Financial Management – Cost Accounting (Projects and Grants Accounting)

e. CGI Advantage Financial Management – Treasury Accounting

f. CGI Advantage Procurement Professional (excluding VSS – calculated separately)

g. CGI Performance Budgeting

h. CGI Grants Lifecycle Management – Grantee

i. CGI Advantage Administration

7. CGI Advantage Vendor Self Service Application Availability

"CGI Advantage Vendor Self Service Application Availability" is calculated per the above definition, but applied to those specified components of the System given that they may have differing Hours of Availability from other components. If user behavior in the use of CGI Advantage Vendor Self Service exceeds the practical limits of this application and/or the underlying environment/infrastructure,

resulting Issues or unavailability of the CGI Advantage Vendor Self Service Application will not be counted toward CGI's performance against this Service Metric.

8. **CGI infoAdvantage Application Availability**

"CGI infoAdvantage Application Availability" is calculated per the above definition, but applied to this component of the System given that it may have differing Hours of Availability. If user behavior in the use of infoAdvantage exceeds the consideration practical limits of this application and/or the underlying environment/infrastructure, resulting Issues or unavailability of the CGI infoAdvantage Application will not be counted toward CGI's performance against this Service Metric.

9. **Contractor Materials**

"Contractor Materials" means all materials, work products or assets that are employed or developed in providing Managed Services, including any successors, updates, extensions, derivatives, translations or enhancements of any of the foregoing, in whole or in part.

10. **Contractor System**

"Contractor System" means, collectively, all of the components of the infrastructure and computing environment used by CGI to perform the Managed Services, whether owned by CGI or its suppliers, including the Advantage Software, CGI or third party facilities, hardware, operating systems, networking equipment, software applications and associated databases, tables, data and documentation and training materials.

11. **Content**

"Content" means any information, data, and any other materials placed by the State and/or its customers and/or by CGI on the State's behalf onto the Contractor System.

12. **Customization**

"Customization" for purposes of this **Exhibit C** is a modification, alteration, enhancement, or addition to the System specifications, functions, code, and/or interfaces that has been done specifically for the State's implementation. Only Customizations to the System that are specifically documented in **Attachment C.2** are supported as part of this **Exhibit C**.

13. **Disaster Recovery**

"Disaster Recovery" means the activities related to providing continuation of System availability after an unexpected event that CGI, in consultation with the State, reasonably believes will result in prolonged downtime of the System sufficient to warrant the lead time and effort by the Parties to both migrate from the Phoenix Data Center to an alternate processing location, as well as back to the Phoenix Data Center or replacement primary processing site. In undertaking Disaster Recovery activities, particular consideration is given to the defined Disaster Recovery Targets in **§VI**.

14. **Earnback Credits**

"Earnback Credits" are offsets to Service Credits that have been accrued by CGI as a result of surpassing the Exceeded Service Level. Earnback Credits earned cannot exceed the Service Credits accrued as more fully described in **§VI.C.2**.

15. **Fix Pack**

"Fix Pack" is a set of software updates made to the baseline product as part of the Advantage Software roadmap. Fix Packs are made available on a pre-defined schedule determined by CGI. Fix Packs that will be implemented require code merging activities to retrofit all covered modifications into the new release of the baseline product. Fix Packs will sometimes involve an implementation effort for production; such effort is outside the scope of Managed Advantage and if requested by the State would be subject to a Change Order or Contract amendment.

16. **Hot Fix (patch)**

"Hot Fix" or Hot Fix (patch)" is a correction to the Advantage Software application specific to one (or a very small set of tightly related) Issue(s). Hot Fixes are intended to update the existing customer software in a quick turnaround to support Critical Issues and Serious Issues. Delivery of Hot Fixes is typically undertaken on an as-needed basis given the criticality of the required Issue correction.

17. Hours of Availability

"Hours of Availability" for online access to Advantage Software general applications as well as CGI infoAdvantage and the associated environment(s) are from 6:30am - 7:00pm in the Mountain Time Zone, Monday through Friday, excluding Scheduled Maintenance as well as CGI and the State holidays (except as noted below). CGI Advantage Vendor Self Service Hours of Availability are 24 hours/day, 7 days/week, excluding Scheduled Maintenance.

CGI and the State's holidays are New Year's Day, Martin Luther King Junior Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day. Support for batch processing and application availability can be provided on these holidays at no additional cost, if requested reasonably in advance and provided such requests are not routine.

Provided other requisite activities do not conflict (e.g. batch processing, maintenance), the System will generally remain online and accessible outside of the Hours of Availability, but such additional availability or any Issues arising during such time will not be counted as part of Hours of Availability or in any dependent Service Metrics. Similarly, support for monitored weekend and off-hours availability can occasionally be provided by CGI if requested five (5) Business Days in advance, but will not be counted toward Hours of Availability or any dependent Service Metric.

18. Infrastructure Availability

"Infrastructure Availability" is considered when the telecommunications, network, data center, and hardware on which the System operates under CGI's control in the provision and operation of the State's production environments are reported as up and available by the System monitoring tools employed by CGI.

19. Issue

"Issue" is a deviation of the System to function per its licensed documentation or if included within **Attachment C.2**, a Customization to function per the documented Specifications for that Customization. An Issue can be associated with the underlying environment/infrastructure under CGI's independent management if the environment metrics used to size the system set forth in **Attachment C.1** have not been exceeded and the Issue is materially impacting the normal use of the System in a manner consistent with the Issue Severity definitions. In addition, an Issue can be associated with the performance behavior of the System if performance is impacted in a manner that warrants initial classification as a Critical Issues or Serious Issue as defined in **§II.B.20** (pending additional research) because it is materially impacting the normal use of the System in a manner consistent with the Issue Severity definitions. Issues will be initially classified by the party identifying the Issue in accordance with the Issue Severity definitions set forth herein. Resolution of the Issue will proceed in accordance with such classification until one or both of the parties revise the Issue Severity level for the Issue as part of a coordinated effort.

20. Issue Priority

"Issue Priority" is the priority of any Issue, as assigned by the State. This priority indicates, within an Issue Severity level, the relative order in which Issues will be handled by CGI. Priority can be defined as "Urgent", "High", "Normal", and "Low".

21. Issue Severity

"Issue Severity" is the severity assigned to all Issues, as ultimately managed by CGI with input from the State. After initial assignment by the reporting Party, this assignment will be reviewed as a coordinated effort between the Parties based on the definitions of the severities, possible workarounds,

and the impact on the functionality. The definitions in **Exhibit F** to the Contract shall apply to support of the underlying Advantage Software.

System Issue Severity Definitions	
Severity	**Definition**
1) Critical Issue	A problem with the System causing critical impact to the State's business operations, and no workaround is immediately available. Use of the System cannot continue. Resolution efforts begin upon notification and continue until resolved. If resolution requires a software correction, it is delivered as soon as resolved. *Example :the System is down and inoperable*
2) Serious Issue	A problem causing significant impact to the State's business operations, and any workaround is unacceptable on a long term basis. Essential functions of the System are affected such that there is a significant impact to the State's business operations. Work begins after Severity 1 Issues are resolved and in consideration of Issue Priority for any other pending Issues. If resolution requires a software correction, it is made available as soon as resolved. *Example: Major Operations of the System are either down or inoperable while some can continue*
3) Moderate Issue	A problem that impairs some functionality, but a practical workaround exists such that there is not a material impact to the State's business operations. If resolution requires a software correction, this is fixed in the next FixPack release if reported prior to release cut-off date. *Example: One or more business processes are impacted, either in timeliness or availability, but the System is operational*
4) Minor Issue	A problem that does not affect any production functions of the software and may be cosmetic in nature. A software defect exists but does not impede any functionality. These Issues are generally fixed in the next Minor Release or Major Release if reported prior to release cut-off date. *Example: There are some issues with the normal processing, but the System is operational*

22. Live Date

"Live Date" means the date the System goes into production and is in use by the State as its primary processing system for the respective function(s) it is designed to support.

23. Major Release

"Major Release" occurs infrequently and contains significant functional enhancements that span the application modules and are generally accompanied by major changes in technical architecture. An example of a major release of the Advantage Software would be "CGI Advantage 3".

24. Managed Advantage

"Managed Advantage" means Managed Services provided by CGI in support of the System, as such Services are described in this **Exhibit C**.

25. Managed Advantage Transition Plan

"Managed Advantage Transition Plan" is the Deliverable described in **§IV.B.4**.

26. Measurement Interval

"Measurement Interval" is the period of time over which a given Service Metric is measured for purposes of determining performance. Measurement Interval is a rolling three (3) month quarter for Service Metrics based on Uptime Percentage or Availability percentage, and is monthly for other Service Metrics, unless stated otherwise. A rolling three (3) month quarter includes the current month and the prior two (2) consecutive months.

27. Minimum Service Level

"Minimum Service Level" is the level for a given Service Metric below which is considered a failure in CGI performance during the Measurement Interval, which will result in Service Credits awarded to State by CGI.

28. Minor Release

"Minor Release" occurs typically on an eighteen (18) to twenty four (24) month cycle and contains both functional and technical enhancements to the software. A Minor Release enhances the application's functional and technical capabilities and responds to legislative requirements without introducing a wholesale change in the application. In addition to functional and technical enhancements, a Minor Release may also contain corrections for software incidents reported from the prior release. An example of a Minor Release of the Advantage Software would be "CGI Advantage 3.9".

29. Patch Set

"Patch Set" is a select, client specific group of Hot Fixes intended to update the existing customer Advantage Software in a longer turnaround time than what is described for the single Hot Fix above as it tends to principally address Moderate Issues, as defined in **§II.B.20**. Generally delivery of a Patch Set is a scheduled event containing a pre-defined set of Hot Fixes. A set typically contains between ten (10) and twenty (20) resolutions, but may contain only one resolution (for example, for resolutions of critical issues). Patch Sets can typically be tested in a client test environment and moved to production without any additional implementation efforts (e.g. upgrading the underlying software or full regression testing).

30. Phoenix Data Center (or "PDC")

"Phoenix Data Center" or "PDC" means CGI's data center facility used as the primary hosting location for the System located in Phoenix, Arizona.

31. Point of Demarcation

"Point of Demarcation" is the point(s) at the Phoenix Data Center in which the System is operating where all related infrastructure is solely under CGI's purview and management. For the State, this is the border router(s) where network traffic transitions from telecommunications circuits under CGI's sole purview to the State's facility/network. The State is responsible for the integrity and availability of the State's facility and dependent services (e.g. power) for the operation of this border router(s).

32. Remote Hands Support

"Remote Hands Support" means providing physical restarts or manipulation of a technology device at the direction of a party that is not physically present.

33. Scheduled Maintenance Period

"Scheduled Maintenance Period" is any time when planned maintenance is to be performed on the System. The standard Scheduled Maintenance Period is Friday from 7:00pm ET to Sunday at 7:00pm ET the second (2nd) weekend of each month, though generally not lasting the entire period.

34. Service Credits

"Service Credits" are credits by CGI of a portion of the At Risk Amount paid by the State to CGI as a result of a failure by CGI to achieve the specified Minimum Service Level for a specific Service Metric. The Service Credit is equal to the At Risk Amount multiplied by the Service Penalty for the respective Service Metric. This amount is accrued based on the month in which the Service Credit was earned (even if a metric is measured over a timeframe exceeding one month) and reconciled on an annual basis net of any Earnback Credits, for use over the subsequent twelve (12) months by the State against CGI consulting services or as applied to the next payment for the System.

35. Service Level

"Service Level" is a target for a specific Service Metric against which CGI's performance is to be measured and reported. "Service Levels" are the collective set of Service Levels across the respective Service Metric, specifically including the Minimum Service Level and the Exceeded Service Level.

36. Service Metrics

"Service Metrics" are the specific units of measure mapping to the State's business objectives for which Service Levels are established.

37. Service Penalty

"Service Penalty" is the amount for each Service Metric that is factored against the At Risk Amount for purposes of calculating any Service Credits relative to the applicable Service Level(s) during a given Measurement Interval.

38. System

"System" is the baseline Advantage Software production application and modules, Bundled Software Products, and Customizations, as collectively defined in **§III.A.2** of this **Exhibit C**.

39. Total Planned Uptime

"Total Planned Uptime" refers to the total minutes in a rolling three (3) month quarter of Infrastructure Availability excluding all planned maintenance activities and other planned outages. Infrastructure Availability is measured 24/7/365 based on the number of minutes in the rolling three (3) month quarter being measured.

40. Total Uptime

"Total Uptime" refers to the total minutes in the rolling three (3) month quarter of actual Infrastructure Availability. Total Uptime does not include unscheduled outages (or downtime), which are determined by incidents reported by either Party resulting in an Issue affecting Infrastructure Availability. Availability will be based solely on performance of CGI's responsibilities. Issues not attributable to CGI and/or causes for which CGI is not independently accountable as well as unavailability requested or induced by the State or caused by components for which the State is responsible will be considered planned outages and will not be deducted from Total Uptime.

41. Transition

"Transition" refers to the activities defined in **§IV**, in support of **Exhibit B**.

42. Uptime Percentage

"Uptime Percentage" refers to the percentage of minutes that the infrastructure is fully operational or is unavailable due to Scheduled Maintenance Periods. In general, uptime computations are based on the duration of unscheduled outages (or downtime) for the System being measured against planned uptime.

The calculation is:

Uptime Percentage = (Total Uptime / Total Planned Uptime).

D. Performance of the Services

1. **General**

The State shall use the Managed Services only for the State's internal business purposes, not for resale or otherwise for the benefit of third parties.

2. **Service Levels**

CGI will perform the Managed Services in a manner that meets or exceeds any applicable Service Levels set forth in **§V** of this **Exhibit C**. For any failure of the Managed Services to meet or exceed the applicable Service Levels, the State's remedy shall be as specified in **§6**. Such remedy will be the State's sole and exclusive monetary remedy and CGI's sole and exclusive obligation and liability in respect of such failure, except if such failure is continuous and affects the essential purpose of the Contract in which case the State may seek additional non-monetary remedies under **§19** of the Contract.

3. **Use of Third Party Suppliers**

The State acknowledges that CGI may obtain products and services used in providing the Managed Services from, and otherwise delegate obligations hereunder to, its Affiliates, Subcontractors, or other third party suppliers. Unless specifically indicated otherwise, CGI shall nevertheless be solely responsible to the State for all aspects of subcontracting arrangements and performance of the Managed Services based on the use of such Affiliates or third party suppliers.

4. **Right to Make Changes to the Contractor System**

CGI may make any changes in the Contractor System used in performing the Managed Services that CGI determines in its sole discretion to be necessary or appropriate, including changes in Phoenix Data Center, computer hardware, systems and/or applications software, programming languages, data communications, and location of systems and service equipment, provided there is no degradation in Services delivered to the State hereunder. CGI will provide prior written notice (or, in the event of an emergency, prompt notice after the occurrence of such emergency) if CGI believes such changes have a reasonable likelihood of adversely affecting the State's use of the Contractor System. If such changes have a material impact on the State's business use of the Contractor System exclusive of Service Levels for more than 30 days, the State may proceed under **§19** of the Contract.

E. State Responsibilities for Managed Services

1. **State Data and Information**

The State is responsible for ensuring that all physical media that the State furnishes to CGI for processing meets the specifications of the manufacturer of the equipment with which such media are to operate and any other specifications that CGI may reasonably establish. The State is also responsible for the adequacy and accuracy of all data and information that the State furnishes to CGI and the results obtained therefrom. The State warrants that any State-provided specifications or requirements around which Managed Services are configured will be in compliance with applicable federal, state and local laws and regulations.

2. **Access to and Use of Contractor System**

If it is necessary for the State to access and use the Contractor System in receiving the Managed Services, the State agrees that its use of the portion of the Contractor System to which access is given shall be (**i**) in compliance with the terms of the Contract and federal, state and local laws and regulations and communications common carrier tariffs applicable to CGI, (**ii**) solely for the State's own internal use in receiving the Managed Services, unless otherwise permitted under this Statement of Work, and (**iii**) for proper business purposes. The State will not disclose, download, decompile or re-engineer the software made available by CGI or its licensors and used in the performance of Managed Services. As part of CGI's security measures, it may assign to the State one or more user or identification codes and associated passwords that will enable the State and its users to access the Contractor System. The State agrees to maintain the security of its user or identification codes and associated passwords and agrees to be responsible for their proper use by its employees and, where

permitted, individuals acting as independent contractors. The State agrees to comply with any rules of operation and security procedures established by CGI and provided to the State for access to and use of the Contractor System. The State agrees that neither it nor its employees or and permitted independent contractors will attempt to gain or allow access to any data, files or programs of CGI to which they are not entitled under the Contract, and that if such access is obtained by the State, or it employees or permitted independent contractors, the State, upon discovery of such unauthorized access, will immediately report such access to CGI, cease all unauthorized access, return all CGI, third party, or CGI customer information obtained as a result of such unauthorized access, and safeguard any CGI, third party, or CGI customer information obtained as a result of unauthorized access to Contractor Confidential Information. The State will be responsible for the actions of its employees, and permitted independent contractors in connection with their access to and use or misuse of the Contractor System.

3. Content

The State warrants that (**i**) the Content does not and will not contain unlawful, discriminatory, libelous, harmful, obscene or otherwise objectionable material of any kind and does not and will not violate any right of privacy or publicity, (**ii**) the Content transmitted during the term of this **Exhibit C** and the use of the Contractor System pursuant to the Contract will not encourage conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international laws, codes, ordinances or regulations, and (**iii**) the State shall not attempt to gain unauthorized access to other computer systems, any application/service for which the State has not paid fees to use, or data and information belonging to others that are also hosted on the Contractor System. The State warrants that it will not propagate computer worms, disabling codes or viruses or use the Contractor System to make unauthorized entry into any other computer or machine.

4. Compliance with Laws

Except as expressly provided in this **Exhibit C**, the State shall be solely responsible for ensuring that its use of the Managed Services will comply with all laws, rules, and regulations and decisions imposed by the State of Colorado.

F. Proprietary Rights

1. Ownership

CGI (or its licensors or suppliers, as the case may be) will retain ownership of all components of the Contractor System, and to all Contractor Materials. Except as permitted by the Contract or as CGI may agree in writing in advance, the State will not copy or use any Contractor Materials in any way that is not authorized by the Contract. Any permitted copies of the Contractor Materials (including derivative works to the extent they incorporate or are based on any Contractor Materials) made by or for the State are and will remain the property of CGI (or its licensors). The State will reproduce and include on any permitted copies of the Contractor Materials all copyright or other proprietary rights notices or legends that appear on or are otherwise included in the Contractor Materials.

2. Grant of Limited License to Contractor

The State hereby grants to CGI during the term of this **Exhibit C** a nonexclusive, nontransferable, limited right and license to access, display, reproduce, process and otherwise use, in compliance with the Contract and for the sole purpose of performing the Services for the State, the State-provided Content furnished to CGI by or on behalf of the State. As between CGI and the State, the State will retain ownership of all such Content.

G. Additional Remedies

Except as otherwise set forth below, the following remedies shall be in addition to those remedies set forth in the Contract or in other parts of this **Exhibit C**.

1. Errors in Processed Data

Beyond what can be verified technically, during nightly cycle processing, and in the execution of standard assurance reports in the System (remediation of discrepancies will often require State involvement), the State shall be solely responsible for reviewing the accuracy of any processing output provided by CGI prior to making use of such output, including responsibility for output reports. If any such results are inaccurate due to the fault of CGI, CGI's sole obligation and the State's exclusive remedy shall be for CGI to reprocess the affected data at no additional charge to the State. If any such results are inaccurate due to the fault of the State, the State shall provide corrected data and CGI shall be paid by the State on a time and materials basis to reprocess the corrected data in accordance with the rates set forth in **Exhibit B**. CGI shall not be responsible or liable in any other manner for any such results (whether foreseen or unforeseen). If the State has not notified CGI in writing of any claimed errors in such results within twenty (20) days after receiving them, such results shall be deemed to have been accepted by the State.

2. Loss of State Data

If the State data is lost, corrupted or destroyed while in the possession or control of CGI due to CGI's fault or negligence, CGI will use commercially reasonable efforts to reconstruct such data at CGI's expense, provided any files, data, programs or other information that may be necessary to accomplish such reconstruction, but which are not in CGI's possession or control, are promptly furnished to CGI by the State upon request. If CGI is unable to satisfy its obligations under this **§II.G.2** causing CGI to miss its Recovery Point Objective, as defined in **§VI**, CGI's liability to the State will be limited in accordance with the provisions of **§19.D** of the Contract.

H. Records and Audit

Notwithstanding any other term of the Contract, the following terms apply to audits required by the State with regards to Managed Services.

1. Audit Regarding Invoiced Amounts and Service Levels

Upon thirty (30) days prior written request, the State will be allowed to conduct an audit reasonably necessary to verify: (**i**) amounts invoiced to the State for the Managed Services, and (**ii**) CGI's reports on Service Levels. CGI will provide reasonable access to relevant CGI personnel, books and records necessary to conduct the foregoing audit, to (**i**) the State's internal auditor, and (**ii**) a nationally recognized audit firm appointed by the State. Such audits will be conducted at the State's expense and may be conducted periodically during the term of this **Exhibit C**, but not more than once per contract year, except for more frequent audits reasonably necessary to confirm that deficiencies identified in the preceding audit have been effectively addressed. Such additional audits will be subject to terms and conditions to be agreed upon by the Parties.

2. Audits Concerning Contractors Internal Controls

Each year, at its sole cost and expense, CGI will cause its external auditors to (**i**) perform a SSAE NO. 16 audit regarding internal controls that CGI applies, on a common basis, to the primary hosting facility (the Phoenix Data Center) and associated activities provided to the State (the "Internal Controls Audit"), and (**ii**) produce an audit report in connection therewith (the "Internal Controls Audit Report"). CGI will notify the State within thirty (30) days of the availability of the Internal Controls Audit (the report is to be available in approximately August of each year). Due to the confidential nature of the Internal Controls Audit, CGI and the State will mutually agree to a time and location for the State to review the Internals Control Audit. In the event that the State reasonably requests audit and reporting that are not covered by the Internal Controls Audit or that are on a different audit period other than the standard CGI audit period, such additional audit and reporting will be at the State's cost and expense and will be addressed through the Change Order procedures set forth in the Operational Procedures Deliverable described under **§IV.B.4**.

3. Confidentiality of Audits

Where applicable for the purpose of **§II.G.1**, the State's external auditor shall provide CGI with the State's written authorization to act as its external auditor and will then be deemed to be the State's

representative. No proposed auditor will be a competitor of CGI. Any external auditor retained by the State in connection with such audits will execute a non-disclosure agreement reasonably acceptable to CGI. All audit reports contemplated by this **§II.G** and their content will be deemed Contractor Confidential Information and will be subject to the confidentiality provisions contained in the Contract.

4. Cure of Deficiency

In the event that an audit contemplated by this **§II.G** identifies a deficiency that causes or may cause a breach of CGI's obligations under this Exhibit, CGI will (**i**) cure such deficiency within thirty (30) days of receipt of written notice thereof, or such longer period as the Parties may agree in a written plan, if a cure cannot be completed within thirty (30) days, and (**ii**) provide to the State evidence, satisfactory to State, of the completion of such cure. If CGI has not cured such deficiency within thirty (30) days or pursued such cure with due diligence in accordance with the agreed plan to cure, the State may exercise any of the remedies set forth herein or in the Contract.

5. Security Policies

Access to the Phoenix Data Center by the State, or the State's external auditor, requires advance notice and must be in accordance with all terms of this Exhibit as well as compliance with CGI's then-current security and confidentiality policies and procedures provided to the State or the State's external auditor, which includes but is not limited to being accompanied by CGI at all times.

III. MANAGED ADVANTAGE SERVICES

A. General Terms and Assumptions

1. Applications to be hosted and managed by CGI include:

- **a.** CGI Advantage® Financial Management
  - **i.** Base System
    - **1)** Chart of Accounts
    - **2)** General Ledger
    - **3)** Budget Controls
    - **4)** Accounts Payable
    - **5)** Accounts Receivable
  - **ii.** Asset Management
  - **iii.** Inventory Management
  - **iv.** Cost Accounting (Projects and Grants Accounting)
  - **v.** Treasury Accounting
- **b.** CGI Advantage Procurement Professional (excluding VSS)
- **c.** CGI Performance Budgeting
- **d.** CGI Lifecycle Grants Management- Grantee
- **e.** CGI Advantage® infoAdvantage
- **f.** CGI Advantage® Administration (e.g. User setup and workflow engine)

2. For purposes of clarification, collectively, the applications defined in **§III.A.1** above, any Bundled Software Product licensed from CGI under **Exhibit E** in connection with these applications, and Customizations defined in **Attachment C.2**, comprise the "System".

3. Term: From the Effective Date of the Contract through June 30, 2024.

4. Standard Maintenance: The State must maintain currently supported Advantage Software releases and remain current with standard Advantage Software maintenance, as set forth in **Exhibit F**, to be eligible to receive Managed Advantage.

5. The pricing set forth in **§5** includes the cost for maintenance of Advantage Software and Bundled Software Products for the entire term of this **Exhibit C**.

6. CGI will support and maintain the State's Customizations to the Advantage Software, except for reports and interfaces, which will continue to be supported by the State.

   Any Customizations to the Advantage Software that will be supported by CGI are listed in **Attachment C.2** and will be documented via the Change Order or Contract amendment process. The upgrade Project and ongoing Managed Advantage delivery will accommodate these existing Customizations, but do not assume merging or support of any new customizations unless they offset customizations that are base-lined and deployed as a subsequent Minor Release upgrade during the term of the Contract. Offsetting customizations need to be of equal or lesser complexity and require the same or less original development effort as those they are replacing. Support for any additional customizations not explicitly included in **Attachment C.2** will be the responsibility of the State.

7. Connectivity between the State's WAN and CGI's Phoenix Data Center will be via CGI's MPLS network and managed by CGI. CGI will provide up to two (2) T1 circuits (or equivalent) to the State's primary site located at 690 Kipling, Lakewood CO (Lakewood facility), and up to two (2) T1 circuits (or equivalent) to the State's Disaster Recovery site located at 12500 E Arapahoe Rd, Centennial CO (eFORT facility). CGI shall provide General Internet for access to the Advantage Software VSS application. The estimate of bandwidth required is based on sizing information (see **Attachment C.1)** provided by the State.

8. All Advantage Software application userid maintenance will be performed by the State; all hosting infrastructure userid maintenance will be performed exclusively by CGI. The following limits are applied to this latter service:

   a. User Profile Updates: Creation/modification of userids limited to ten (10) per month.

   b. Password resets limited to ten (10) per month.

   c. User Profiles Disabled: Unlimited for staff terminations/reassignments.

   d. User profile requests made by the State should be batched and sent as a group whenever possible.

   e. Integration of future support for Single Sign-On (SSO) functionality will be supported under the Change Order process set forth in the Operational Procedures Deliverable described under **§IV.B.4**.

9. Disaster Recovery pricing is based on a maximum production data loss (Recovery Point Objective - RPO), as defined in **§VI**, of one (1) business day or less and a maximum production recovery time (Recovery Time Objective - RTO) of three (3) calendar days or less, and includes no more than one (1) Disaster Recovery testing window of four (4) hours per year. Connectivity to the Disaster Recovery site from the State's primary location defined in **Exhibit E**, **Attachment E.1**, will be provided by CGI via CGI's MPLS network. Planning for any loss of the State's facilities and connectivity required for other end-user locations from across the State's WAN is the State's responsibility. As with the Phoenix Data Center, CGI will provide general Internet access to the CGI provided separate and geographically disparate Disaster Recovery site.

10. Provisioning, management, and operation of any development workstations or any client-site equipment are the responsibility of the State.

11. Hosting or support of the System or related components is limited to those expressly stated in this **Exhibit C** and its Attachments. For these applications, Services include supporting the operating system (OS), database software, Bundled Software Products exclusively used by the application, CGI

hardware/infrastructure, and operational/monitoring software. CGI will acquire all necessary OS and database software licenses.

12. No on-site support at State locations is included except as expressly identified in this **Exhibit C**; all Managed Advantage hosting support and operations will be provided remotely and/or from CGI locations. The assigned CGI Managed Advantage client delivery manager will meet with the State in person, approximately once each quarter.

13. All reports and outputs are via print files and/or flat files, XML files or PDFs staged for FTP and transmitted electronically.

14. All interface files will be transmitted electronically.

15. CGI will make written recommendations on any area in which the Contractor or State thinks improvement can be made within the System to improve efficiency or reduce operational costs.

16. CGI will performs its Services under this **Exhibit C** in a professional and workmanlike manner applying appropriate industry standards to meet its obligation hereunder.

B. Scope of Services

Pursuant to the terms of the Contract and this **Exhibit C**, CGI shall provide:

1. A secure facility at the Phoenix Data Center (in addition to a separate Disaster Recovery site), for the equipment on which the State's primary hosted processes run.

a. Physical security, which will include maintaining a secured computer area controlled by CGI operations and protected by smoke and water detectors, a fire extinguishing capability, uninterruptable power supplies, and generator for auxiliary electrical power. The facility is located in Phoenix, Arizona, which is a low risk geography with respect to force majeure potential.

b. The Phoenix Data Center maintains many federal and business certifications, including SOX-compliance, ISO9001 compliance, and SSAE No. 16 compliance, or its equivalent successor.

2. Provisioning, installation, and maintenance of hardware, operating system (OS), and database software as well as installation and management of software licensed by the State (Advantage Software and Bundled Software Products) to support the hosted System at the usage levels documented in:

a. Advantage Software Sizing – Usage Levels in **Attachment C.1**.

b. Customization Specifications in **Attachment C.2**.

c. This **Exhibit C**.

3. Provide and manage multiple physical and/or virtual servers for the System sized and determined by CGI based on the information provided by the State herein and included in **Attachment C.1**. The environments being provided by CGI include one (1) production environment engineered with redundancy and three (3) non-production environment(s) with storage provisions for three (3) copies of the production database except for the infoAdvantage non-production environments, which will have one (1) copy of the respective production database. The sizing of these non-production environments will be based upon concurrent use of no more than fifty (50) users. As CGI determines necessary, additional temporary environments may be made available during a Minor Release or Major Release upgrade. These environments may be reassigned by CGI for alternate purposes as needs arise and provided doing so does not introduce risks to production operations. Additional storage and/or environments, provided at the request of the State, may result in additional fees.

4. Storage amounts for the servers that include the entire System (production and non-production environments and data); backup storage amounts that include SAN and tape for the production and non-production environments, and three (3) non-production system's production copy of the production database except for the infoAdvantage non-production environments, which will have one (1) copy of the respective production database. This includes an initial allocation of up to 5.45TB

primary and 13.6TB backup increased over the term of the contract to a limit of 28.4TB of SAN storage and 71TB of backup storage based on the annual growth estimates provided by the State in Attachment C-1. Procurement of additional storage is possible using the mutually agreed upon Change Order process set forth in the Operational Procedures Deliverable described under **§IV.B.4**.

5. Provisioning, management, and maintenance of adequately-sized communications from CGI's MPLS network to the State's WAN.

6. Security services for virus protection, intrusion prevention services on public Internet facing web servers, and vendor-provided security patches for system-level software.

7. Coordination and performance of typical-level system and application backups required to support business operations and Disaster Recovery Targets (described in **§VI.D**). The specific frequency and retention of the various required backups will be determined and documented as part of the written Managed Advantage procedures documentation and will assume at least a daily production database backup during any day when the System is to be available and when the documented Recovery Point Objective (described in **§VI.D**) is the standard one (1) business day or less. Specific additional requirements regarding backup and recovery goals for the State's production environment may be supported at the State's request; however there may be additional fees associated with such a request depending upon the frequency and amount of data. Additionally, CGI has presumed no legal requirements exist that affect or predicate backup frequency or data retention for the State beyond what is expressly documented herein.

8. Storage management involves the use of fault-tolerant disk and both on-site and off-site tapes. Expandable storage of the type appropriate to the respective environment is allocated as needed and regularly reviewed for capacity and performance. Offsite tape storage and rotation commensurate with Disaster Recovery requirements is included. Backups are undertaken using a disk-to-tape approach and restoration testing and validation is undertaken in conjunction with Disaster Recovery testing as described in this **Exhibit C**.

9. Coordination between CGI and the State and support of the State's Transition to the Managed Advantage hosted services model. The Transition will be planned using standard project planning tools and will be managed by a Managed Advantage project manager. CGI will conduct planning and regular status meetings with the State throughout the Transition period to confirm that all required elements are considered, addressed, documented, and correctly implemented within the CGI infrastructure, as further outlined in **§IV** of this **Exhibit C**. These meetings will be coordinated as described in **Exhibit B**.

10. Online access to the Advantage Software listed in **§III.A.1** during the hours set forth under the definition of Hours of Availability.

11. Production job scheduling, execution, monitoring, and management as well as proactive measures in support of exceeding the Service Levels. The State will be responsible for assisting in the establishment of requirements for regular processing schedules and for communicating and coordinating required scheduling changes with CGI operations staff no later than four (4) hours prior to the hours for routine application support as documented in **§VI**. Once a job schedule is defined by the State for a particular period (nightly, weekly, monthly… etc.) CGI will execute that job schedule and provide expected operational outcomes to the State; unexpected operational results will be resolved in accordance with the Service Levels specified in **§VI**. Prior to the start of each Contract year and at least annually thereafter, the processing schedule for the upcoming year will be reviewed and agreed upon by the Parties.

12. Coordination and processing of interface files. CGI will coordinate and accept the transmission of data through electronic file transfer directly from the State's staff or State-designated 3rd-party. The State will ensure that files contain the appropriate content and that all files are received in a timely manner to a predetermined file structure location, sufficiently in advance to ensure processing in accordance with the expected job schedule.

13. Scheduled State reports and outputs and make them available electronically to authorized users as required by the agreed upon job schedules. All reports and outputs shall be delivered via locally-routed print files, flat files, or PDFs staged for FTP and transmitted electronically.

14. Managed Advantage team will be available for consultation with the State 24/7/365 for any Critical or Serious production Issues, as defined by Issue Severity. Requisite information will be provided as part of the Contacts and Escalation List Deliverable, defined in **§IV.B.4,** to facilitate the ease of contacting (and reaching) the relevant Managed Advantage support personnel. The Managed Advantage team will have the ability to reach other CGI personnel required to support the State for production Issues, providing access to Advantage Software experts, as needed to maximize application availability. Additional details as to the hours of CGI staff availability in support of Managed Advantage are provided in **§VI**.

15. Standard database support including database monitoring and maintenance activities, including file allocation monitoring and adjustment and reorganizations as necessary. Standard database support Service also includes delivery of production data to non-production environment(s) on request, post-Transition. This Service is limited to twelve (12) times per year and not more than once (1) per week, unless required to support a Critical/Serious Issue or upgrade.

16. Support, which includes production code migration, as described below:

    a. Critical/Serious Issue production code migration: Unlimited for Critical or Serious Issues for which CGI is responsible, per **§VI**. Limited to one (1) per month as required to resolve a Critical or Serious Issue for which the State is responsible, undertaken as soon as reasonably possible after a request is made in writing by the State.

    b. Moderate/Minor Issue production code migration: Limited to one (1) per week during routine support hours at preset intervals, independent of the responsible Party (i.e., once per week on a set day).

17. Standard change management and application code version control and tracking for the System.

18. Production code Hot Fix application and management as necessary for Critical Issues and Serious Issues in production that have a business impact to the State. CGI will follow the definitions of Critical Issues, Serious Issues, Moderate Issues, and Minor Issues, as defined in **§II.B.21**. However, any Issue which CGI's Managed Advantage team determines to warrant escalation in order to support ongoing hosted business operations will be considered a Critical Issue regardless of that definition. The State will certify any production updates as acceptable for production deployment prior to final migration into that environment.

19. Upgrades as specified in **§IV**. The State will participate in the scheduling, planning, and final testing and certification of these efforts prior to final deployment to the production environment and the Parties will work together to time the activities such that they balance the introduction of new releases/functionality with the objective of continued application stability.

20. Reports on Service Level performance at the frequency and with the information specified in **§VI**. Unless otherwise specified in **§VI**, monthly Service Level reporting shall be targeted to a date not later than fifteen (15) calendar days in the month following delivery of Services, to be delivered not later than the next invoicing date, as provided in **§VI** of this **Exhibit C**.

21. Support for State audits of the System. CGI shall provide support for the State's audits during routine application support hours defined in **§VI.A.1.b,** which, unless mutually agreed, will not exceed more than eight (8) hours spanning a thirty (30) day period.

C. State Responsibilities

Pursuant to the terms of the Contract and this **Exhibit C**, the States responsibilities shall be to:

1. Provide any/all available documentation detailing the State's current application configuration.

2. Provide named individuals as primary and secondary points of contact and escalation procedures for the Transition period as well as post-Transition operations under Managed Advantage.

3. Coordinate with CGI operations staff for services, support, and scheduled maintenance through the designated, centralized CGI points of contact (e.g. two or three named individuals) identified in the Contact and Escalation Deliverable described under **§IV.B.4**.

4. Provide Remote Hands Support for any CGI network equipment located at the State's facility associated with the circuits connected to CGI's MPLS network.

5. Maintain all Advantage Software application user-id security.

6. Coordinate the timely transmission of data through electronic file transfer directly from the State's facility.

7. Ensure all files are transmitted/received in mutually agreed format and in a timely manner, sufficiently in advance to ensure processing in the expected job schedule.

8. Assume responsibility for the integrity of all input data delivered to CGI (either online or through batch interfaces) for processing.

9. Provide at least sixty (60) days advance notice of any known increase in processing volumes over twenty (20) percent outside of gradual and agreed upon growth projections, as outlined in **Attachment C.1**. Any special processing specified in **§VI**, is excluded from this requirement, but both Parties acknowledge such cases will be operated and limited by current capacity. Processing of such increases may be subject to additional fees and CGI does not have capacity for unknown increases over twenty percent (20%). Increases in capacity may impede CGI's ability to deliver on its obligations under this **Exhibit C**.

10. Execute testing, including user acceptance testing, in support of patches and/or changes prior to production migration. Testing generally will include the State executing jobs in non-production environments, at least up to final testing immediately preceding production migration.

11. Timely validate production application output associated with application configuration, use, and functional application management (i.e. outside of CGI's purview).

12. Report scheduling, distribution, and output handling.

13. Execute parallel processing and/or other methods of validating correct application processing (with technical support from CGI) during the Transition and before the final cutover to live operations on the CGI infrastructure.

14. Provide, manage and operate employee workstation hardware and software and other onsite equipment.

15. Provide continuing provisioning, management, and maintenance of adequately-sized communications from the State's WAN to end-user locations not associated with CGI's MPLS network.

16. Assist in problem identification and resolution as it relates to the State's data, staff, and/or procedures, as well as functional issues with the System and appropriate interaction with interfacing entities. The State will report any Issues to CGI using the standard Issue reporting process for Managed Advantage, set forth in the Operational Procedures Deliverable described in **§IV.B.4.8**.

IV. TRANSITION APPROACH AND POST-TRANSITION UPGRADES

A. Transition Approach & Overview

This **§IV.A** provides an overview of the Transition process, which will be performed under **Exhibit B**, concurrently with the performance by the Parties of their obligations under this **Exhibit C**. The initial Transition will include an upgrade of the System, as further described herein. The tasks and activities outlined below are based upon information documented in **§III** and **Attachments C.1**, and **C.2**, as well as CGI's experience implementing, hosting and maintaining Advantage Software for customers with similar platforms and scope. The Deliverables required to be completed during the Transition are set forth in the Project Plan described in **Exhibit B**. The tasks identified in this **§IV** will be used by the

Parties as the basis for developing a fully detailed Transition Plan Deliverable, which will be integrated with the Project Plan. Additionally, authorized State and CGI representatives will establish a mutually agreed upon Go-Live Checklist Deliverable, as described in **§IV.B.4**, including decision points on which the final decision to cutover to live operations on the CGI infrastructure will be made. The Go-Live Checklist Deliverable will include key milestones throughout the Transition period as well as the final criteria upon which the cutover decision will be made. The Go-Live Checklist Deliverable will be reviewed by CGI and the State regularly so as to assess progress and minimize/mitigate unexpected events as the cutover date approaches.

Technical migration of the designated System functionality in the COFRS System from one site to another involves three main components: software (code and Customizations to and configuration of the baseline application layer, reports, customized interface processes, and processing scripts), platform (infrastructure, network, and servers), and data (database and sequential files). Upon completion, of the Transition, the System shall operate successfully and accurately, in accordance with its Specifications, in the CGI Phoenix Data Center.

CGI shall begin planning on/around the Effective Date, which shall include the definition and documentation of key operational elements like points of contact, escalation, scheduling, monitoring, status reporting, and other procedural items. CGI shall define the operating model between all involved Parties. CGI shall include mock cutover and parallel processing and/or functional and technical comparisons between the existing COFRS System and results from the new processing environment. More information about each of the Transition areas is set forth below.

1. Software and Initial Upgrade

The State's version of the GFS Software will be upgraded to Advantage Software, as provided in **Exhibit B**, as part of the initial Transition to the Managed Advantage environment at CGI.

Within the System, the Advantage Software application layer (i.e. Websphere, Versata, the Advantage Software directories) will be installed by CGI from the CGI baseline libraries. Third party software products associated with the System will then be installed by CGI from CGI's vendor software libraries. Finally, the State's custom interface software, reports, forms, processing scripts, and other State-specific software will be migrated/integrated by CGI, as appropriate (in light of the Major Release upgrade) and as further described in **Exhibit B**. Once complete, the application software will be built and deployed by CGI into the run-time application libraries creating the software environment that will be used for the State's deployment of the System. Upon successful validation by the Parties during the Transition, this environment will be used to create the non-production application area(s).

Following the installation and updating of all software layers and elements, testing occurs to validate that the elements are working, both independently and collectively.

2. Platform

The platform for the System in the Phoenix Data Center consists of infrastructure elements such as power and floor space allocations, cabling/power for telecommunications, network, and servers. The network consists of software installation and configuration, including without limitation those for the telecommunications, firewall access and restrictions, balancing, monitoring, and reporting. CGI will provide operating system installation and configuration for the servers, monitoring and reporting tools, and other maintenance utility installation and configuration required for the System's platform.

As part of Transition, CGI shall develop the specifications for the planning execution, and documentation for the standup of the platform for the State's Advantage Software environments. Such Specifications shall be used for ongoing operations as well as Disaster Recovery preparation, testing, and in the event that it should be necessary, execution. To complete the platform standup, CGI shall test every component of the infrastructure, network, and servers to validate that each element correctly interacts with the others to support the State's needs.

Once the platform standup is complete, implementation activities for the System shall begin, in accordance with **Exhibit B**.

3. Data

As part of the initial upgrade of the System under **Exhibit B**, CGI shall convert the State COFRS database. The Parties shall decide whether to run a conversion of the application data on the State's infrastructure and port the results to CGI or to port the existing database to CGI and run the application conversion process at CGI. The State's data will be transferred to the CGI environment by executing prescribed SQL and standard CGI processes, via file transfer, disk, tape or other media deemed to be practical and mutually agreed by the Parties (depending on the volume of information). This process will be repeated periodically to refresh the data, as necessary to support the Transition. Sequential files, as part of the application or interfaces, will also be ported over and updated/refreshed as necessary. These activities will comprise the data component of the Transition as more fully described in **§III.3.5** of **Exhibit B**.

Once the data is in place within the associated Managed Advantage environment, as provided in this **Exhibit C,** the Parties will begin full application testing. CGI will validate that the software, platform, and data are working collectively to appropriately process the State's transactions for each Advantage Software application component (described under **§III.A.1**) within the System. Testing by the Parties will include nightly, monthly, quarterly and other periodic processing runs, as well as online transaction processing. CGI shall request backups of the State's existing production data from the State throughout the testing process, such that the data on which testing is being conducted remains current. These backups may include various processing points, which will be used by the Parties to conduct system testing, possibly user acceptance testing, and ultimately any mock cutovers and/or parallel testing/results comparison.

4. Procedures

In accordance with the Project Plan, procedures will be written by CGI for the ongoing operation of the System, and the Parties will perform testing to validate that batch processing, connectivity, file transfer and printing and other procedures are performed in accordance with the applicable System requirements. Such testing will involve loading/unloading tapes, review of output, checks, parameters, run schedules, trouble shooting, and application access rights and security. Following these testing procedures, a user acceptance test will be conducted by the State's designated users and staff, in accordance with **§III.3.9** of **Exhibit B**. This testing will include online processing, job scheduling and offline processing, as well as output verification and distribution consistent with the Operational Readiness Assessment described in **Exhibit B**.

Mock cutover activities will be performed by the Parties, validating the procedures, data, source, and operational elements involved in that process. The mock cutover will test the final stages of the Transition to validate that all elements have been correctly considered. Following the mock cutover period, generally a parallel processing period will be conducted. At a minimum, results from processing the final mock cutover data in the CGI environment will be functionally and technically compared to similar results obtained from the processing that occurred in the State's production environment. This doesn't necessarily happen at the same point in time, but the processing results should generally parallel each other. If the processing results from the two tests are not parallel, the Parties shall identify and fix the cause of the discrepancies. This processing window allows key system stakeholders with the State to validate that processing in the State's COFRS System is being accurately processed (in a similar or expected fashion) in the System.

The final step is the actual cutover to production on the CGI environment. One or more go/no-go checkpoint(s) and decision meeting(s) will take place before the final cutover. Authorized State and CGI representatives will attend this meeting(s), review the previously established and mutually agreed upon checklist of go/no-go decision points, and jointly make the final decision as to cutover. Once a "go" decision is agreed upon by the Parties, CGI will execute the cutover upon its receipt of a final "authorization to proceed" from the State.

B. Key Activities and Assumptions

1. CGI Transition Services Activities

a. The purpose of the Transition is to validate that the State's needs are identified, addressed, documented, and correctly implemented within the System and associated environments as outlined in **§III.B.3**. CGI shall provide the State with appropriate access to the System, and validation that all components of the System are functioning correctly and are production-ready. System components include, but are not limited to, batch schedules and notifications, application and infrastructure monitoring and notifications, and backup scheduling.

b. CGI will assume responsibility for maintenance and support of the environments. This includes assimilation and transition from the State to CGI staff, as appropriate. For example, expected results of batch processing executions (i.e., typical number of checks produced each run), unique elements of the non-production user access permissions, and unique batch processing outcomes of special runs will be communicated from the State to CGI.

c. The State and CGI will define and document, as part of the Contact and Escalation Deliverable described in **§IV.B.4**, mutually agreed upon escalation and call out procedures, including responsible Parties and a finite number of designated points of contact for both parties (e.g. 2-3 named individuals).

d. At the Phoenix Data Center, CGI will apply a Major Release upgrade of the Advantage Software to the System updating the State's existing legacy COFRS System. This is to be an upgrade to the Advantage Software with updates to the CGI baseline Advantage Software and associated versions of the related third party products. Only the target release of the Advantage Software (version 3.9) will be installed at CGI and while temporary data may be stored at CGI during the Transition, CGI is not installing any prior or other releases. During the Transition, until the Live Date, the State's current COFRS System and associated data will remain at the State.

e. Contingent on the Go Live date decision, the Transition will not exceed the initial twenty-two (22) months of the engagement, with planning and procurement discussions commencing by September of 2012. This period includes the lead time to provision communications/connectivity, platform standup, installation/port of the designated System functionality in the State's COFRS System and data to the Phoenix Data Center including the Major Release upgrade to the System, and jointly prescribed testing in **Exhibit B**.

f. CGI's planning will use standard project planning methodologies and tools, including management by a Managed Advantage project and transition manager designated by CGI; preparation, planning and regular status meetings conducted by CGI with the State; all performed in accordance with the Project Plan with timelines for critical tasks.

2. CGI's General Assumptions for the Transition

a. The Work under this **Exhibit C** will be divided into two distinct components

i. The initial Transition Period – covering the elements described immediately below and shall be completed within the period identified in **§IV.B.1.e**, including planning and platform standup, the Advantage Software application upgrade in support of **Exhibit B**, and all testing, and mock and production cutovers.

ii. Production Operations – Following the production cutover, CGI will assume production steady state operations, inclusive of periodic upgrades as defined in **§IV.C**. The documentation and procedures defined and validated during the Transition (and outlined under **§IV**) will be in place and will be modified as mutually agreed upon during the Contract term.

b. All Work, exclusive of application testing, will be led and performed by CGI, with the assistance of the State as requested by CGI, and as otherwise set forth in the Project Plan developed under **Exhibit B**. The timing and availability of the production and non-production environments will be specified in the Managed Advantage Transition Plan Deliverable, which shall be delivered by CGI to the State in accordance with the Project Plan. Application testing will be defined in **Exhibit B**.

c. Certain of the planning activities will be performed in parallel. The implementation order, prerequisites, and dependencies of these activities are set forth in the tables below and will be specifically defined in detail during the initial stage of the Transition planning activity and documented in the Transition Project Plan, in accordance with **Exhibit B**.

d. Unless otherwise agreed by the Parties in writing, provisioning of circuits and any hardware/software procurement by the Managed Advantage team will begin immediately following the Effective Date given potential for lead time requirements with outside vendors of sixty (60) to ninety (90) days or more to permit sufficient time for CGI's project implementation team and the State to access environments for testing and other activities. Inability of CGI to promptly engage in such procurement may result in a delay in the Transition schedule.

e. The Parties will fully complete all planning activities in accordance with the Project Plan. Upon completion of planning activities set forth in this **Exhibit C** and the Attachments hereto, CGI shall deliver to the State the Managed Advantage Transition Plan Deliverable as described in **§IV.B.4**, complete with dates, dependencies, and responsible Party, as set forth in **Exhibit B**. Subsequent Deliverables, including but not limited to more detailed tasks and the definition of the Go-Live Checklist Deliverable, as described in **§IV.B.4**, will be completed by CGI as set forth in the Project Plan.

f. The middle stage of Transition includes execution of the Project Plan and the Managed Advantage Transition Plan, and all associated testing activities.

g. The final stage of the Transition is expected to include validation that all elements required under this **Exhibit C** and its Attachments have been completed in accordance with their Specifications and completion of the mock cutover(s) and parallel processing and/or comparative validation.

3. Transition Steps to be Performed

Activities	Item	Responsibility	
		CGI	State
Network Design, Installation, and Testing	Define State network and telecommunications requirements, provision infrastructure, and install/configure/test network elements in support of the System	X	X
	Provision the required MPLS circuit and configure remote connectivity between the CGI data center and the State network(s) sufficient for CGI to deliver on its responsibilities as defined herein	X	
	Test all connectivity points	X	X
	Provide ongoing Remote Hands Support for any physical activities related to network or infrastructure equipment at the State site (e.g., equipment resets) as required to support environment setup and operations		X
	Identify and collect from the State, all environment elements (source, data, configuration settings, documentation) required for the System and any other available related documentation and/or information regarding the environmental setup	X	X
Environment Setup for the System	Define, based on State provided requirements, the requisite environment configuration to support the System. This includes but is not limited to OS, DB/user access requirements, batch scheduling, and backup processes	X	
	Define naming and other conventions for use by the State	X	X
	Setup all required configuration	X	

	Install Advantage Software, Bundled Software Products, and State-specific software such as processing scripts, reports and interfaces	**X**	
	Perform Major Release upgrade steps	**X**	
	Perform updates to processing scripts and backups for the System's production environment	**X**	
	Define and perform associated user acceptance testing		**X**
User Access Design, Implementation, and Testing	Identify and define required unique user groupings, and their included user list. This includes all types of technical environment users (e.g., end users, FTP users, interface users, but excluding application users established and managed by the State through the implementation)	**X**	**X**
	Define user groups and users to relevant environment (server)	**X**	
	Validate user groups and user ids	**X**	**X**
	Perform application and platform testing as appropriate (CGI technical, State functional)	**X**	**X**
	Define and perform user acceptance testing		**X**
Operations Setup	Define job processing schedule for the System based upon State provided requirements. This includes the timing, dependencies, and expected outcome of each job within each of the batch schedules	**X**	
	Define interface and reporting requirements and processing schedule. This includes the timing, dependencies, and expected outcome of each interface and reporting job within each of the batch schedules	**X**	**X**
	Define interface and reporting access/distribution requirements	**X**	**X**
	Coordinate the transmission of data through electronic file transfer directly to and from the State's staff or designated 3rd-party providers and/or interfacing entities	**X**	**X**
	Test printing of warrants and other essential documents at the State		**X**
	Define monitoring, remediation, escalation, and 2nd level help desk procedures	**X**	
Production Cutover Planning	Define detailed production cutover steps. This includes but is not limited to timing, responsible Party, communication mechanism, validation procedures, and go/no-go signoff criteria	**X**	**X**
	Identify source libraries, data stores, and tapes (or other mutually agreed upon media) for inclusion in production cutover activities	**X**	**X**
	Identify transmission methodology (FTP, tapes via overnight, manual, or other mutually agreed upon method) for each source and create transmission checklists, unload steps, and verification procedures	**X**	**X**
	Define source load processing steps, order, dependencies, validation requirements, and back-out procedures	**X**	**X**
	Create test plans for cutover testing	**X**	**X**
	Create test plans for user acceptance testing		**X**
	Define detailed parallel processing validation requirements. This includes, but is not limited to, determining how duplicate online data entry, if necessary, will be handled and how successful parallel processing will be validated	**X**	**X**
	Perform the mock cutover to validate plans and procedures	**X**	**X**

	Perform additional mock cutover(s) as mutually determined by the Parties to be necessary to validate plans and procedures	**X**	**X**
	Make adjustments to the System implementation if/as needed for correct processing	**X**	**X**
Parallel Processing and Production Cutover	Perform user acceptance testing, including any parallel production testing and/or functional/technical validations		**X**
	Final and official go/no-go decision	**X**	**X**
	Perform production cutover	**X**	**X**
	Populate non-production environment with production data	**X**	
Post-Cutover Steps	Validate all required elements (code, data, documentation, and any other elements for the successful processing of the State's business transactions) are in place with CGI	**X**	**X**
	Begin full production operations of the System under Managed Advantage based on transition planning documents	**X**	**X**

4. Transition Deliverables

Listed below are key Deliverables for the State's Transition process. The specific dates for each Deliverable will be defined as part of the initial planning at the outset of the Transition and will be included as milestones on the Project Plan. CGI requires access to necessary information (application code, configuration, etc.), to evaluate and plan the correct Transition approach and define appropriate milestones in accordance with **Exhibit B**.

Deliverable MA-1.00	**Managed Advantage Transition Plan** (inclusive of Upgrade/Implementation elements)
Purpose	To define the inter-dependent tasks associated with the Managed Advantage infrastructure and application technical upgrade and deployment.
Content	Tasks, dependencies, and assigned organizational responsibilities covering the Transition services defined in the Transition Specification. For ease of maintenance and readability content may be provided as separate, but will be consistent with the overall Project Plan, and will integrate any dependencies.

27.

Deliverable MA-2.00	**Environment Overview**
Purpose	To provide a high level understanding of the technical environment on which Managed Advantage will be performed.
Content	High level diagram of the relevant elements comprising the Managed Advantage technical environment. Production and non-production environments including web, application and database servers will be identified as well as high-level network elements supporting access to the environments. May include diagrams and/or accompanying short descriptions as necessary.

28.

Deliverable MA-3.00	**Platform Test Plan**

Purpose	To validate that the Managed Advantage technical platform supports the intended Advantage Software application components.
Content	Test criteria for confirming the technical elements were installed correctly and their inter-operability is as expected. Test steps are intended only to validate the platform. Details will include but are not limited to technical user access rights, accessibility, network routing and firewall rules, and that other technical elements work as expected in support of the application.

29.

Deliverable MA-4.00	**Go-Live Checklist**
Purpose	To provide a concise list of steps to validate the production cutover considerations are met prior to commencing the cutover itself.
Content	Detailed documentation of areas of consideration, their owner and relevant criteria to be considered prior to a go/no-go decision. This is not the go/no-go acceptance criteria list or the cutover plan itself, but rather the checklist of items (e.g. communicate to team X about Y, notify vendors on X date).

30.

Deliverable MA-5.00	**Contact and Escalation List**
Purpose	To provide the access information required from the State to contact the Managed Advantage team for both routine and emergency support.
Content	Details of contact information for the Managed Advantage team including contact mechanisms (e.g. email, phone), names and procedures for use. Routine and escalation information will be included.

31.

Deliverable MA-6.00	**Cutover Plan**
Purpose	To minimize risk and maximize repeatable, tested steps necessary to achieve successful production cutover.
Content	Detailed steps required to perform the technical production cutover process. Draft document will be created mid-Transition and enhanced/modified during the mock cutover process(es), both in accordance with the Project Plan. Timing of associated steps will be documented to facilitate final cutover planning. Details include the preparation of data to be loaded into the System, turning on/off elements as part of cutover (e.g. using real email addresses rather than test ones for vendors).

32.

Deliverable MA-7.00	**Processing Schedule**
Purpose	To provide a schedule with the “calendar of events” for the Managed Advantage production environment that will guide operations and include the State’s processing requirements.

Content	Annual calendar identifying the processing events such as nightly/weekly/monthly/quarterly/annual cycles as well as special processing events known ahead of time (e.g. W-2 processing, 1099 processing, annual close, etc). Details will include special online access (or online shutdown) periods as well. This calendar will be produced as part of this CGI Deliverable, based upon information that will be provided largely by the State.

33.

Deliverable MA-8.00	**Operational Procedures**
Purpose	To provide operational procedures the State will follow to coordinate effectively with the Managed Advantage team in delivery of the Services.
Content	Details of steps for interacting with the Managed Advantage team including when to use which contact mechanism, cutoff times for processing changes, agreed upon "what to do when" procedures, as well as forms required as part of any State requests to CGI.

C. Post-Transition Upgrades

1. Implementation of Patch Sets

a. Advantage Software updates for the State between Minor Releases will be implemented via Patch Sets.

b. The implementation of Patch Sets will begin within one year of the Live Date and occur every year thereafter in those years when a Minor Release upgrade is not scheduled.

c. During regular meetings, the State and CGI will agree to the timing and schedule of Patch Set implementation.

d. The number of patches included in a Patch Set is expected to be between fifteen (15) and twenty (20).

e. The patches included in a Patch Set will be selected by the State, in consultation with CGI.

2. Implementation of Minor Releases

a. After the initial Minor Release upgrade, CGI anticipates and has included provisions for the technical implementation of up to two (2) additional Minor Releases during the Contract term.

b. The timing and scheduling of the implementation of a Minor Release upgrade will be based upon mutual agreement. Deferral of a Minor Release upgrades is at the State's option provided it does not prevent remaining current on the System and thereby undermining CGI's ability to support the State.

c. In advance of a Minor Release upgrade, CGI will track requested patches of more immediate importance to the State. Provided the State is operating within the general service limits defined in this Exhibit and absent other voluntary extensions in CGI's scope of services, CGI is willing to coordinate inclusion of a small number of patches identified during CGI's internal Minor Release upgrade planning efforts without additional fees. The total number to be included is expected to be less than the number defined for a Patch Set, per the definition in this SOW #3.

d. The elapsed duration for any Minor Release upgrade will be as proposed by CGI and agreed to mutually with the State.

e. CGI will provide project management services associated with the Minor Release upgrades at no additional cost.

3. Implementation of Major Releases

a. Should a Major Release be available within the initial Term and the State requests this to be applied in lieu of an included Minor Release upgrade, CGI will work with the State to determine the timing, scope, and features of the Major Release that are to be implemented as well as the associated effort/cost for CGI to work with the State in supporting the Major Release upgrade if it exceeds what was planned for a Minor Release upgrade and/or the other operating and usage parameters herein.

4. Temporary Environments

a. As CGI determines necessary, additional temporary environments may be made available during a Minor Release or Major Release upgrade and phased/partial refreshes of the hardware may be applied during upgrade efforts.

D. Post-Transition Upgrades – Steps to be Performed

Activities	Item	Responsibility	
		CGI	State
Upgrade Environment Setup for the System	Define required environment configuration to support the upgrade. This includes but is not limited to evaluating the hardware and software requirements and specifying the appropriate non-production environment and access.	X	X
	Identify, with assistance from CGI, all State-specific components to be included in the upgrade.		X
	Provision any new infrastructure or hardware (if applicable) required to support the upgrade.	X	
	Provide Remote Hands Support for any physical activities related to the State network or infrastructure equipment (for example equipment resets) as required to support upgrade activities.		X
	Identify any training and/or user documentation updates that may be required.	X	X
	Setup all required configurations defined based on the steps above.	X	
	Install Minor Release upgrade and/or Patch Set software, related third party products, and State-specific components such as processing scripts, reports and interfaces.	X	
	Perform updates to production operations processing scripts and backups for the CGI processing environment.	X	
Data Conversion and Testing	Run any automated utilities available for converting 3rd-party product data	X	
	Resolution of any State 3rd-party software data issues remaining after the running of the automated utilities		X
	Perform application and platform testing, as appropriate (CGI technical, State functional), to include, but not limited to:		
	a) Verify job processing schedule based on State provided requirements. This includes the timing, dependencies, and	X	

	expected outcome of each job within each of the batch schedules		
	b) Verify interface and reporting requirements and processing schedule. This includes the timing, dependencies, and expected outcome of each interface and reporting job within each of the batch schedules	**X**	**X**
	c) Verify interface and reporting access/distribution is functioning	**X**	**X**
	d) Modification of interface files and reports as needed		**X**
	e) Verify the transmission of data through electronic file transfer directly from the State's staff or designated 3rd-party providers and/or interfacing entities	**X**	**X**
	f) Test printing at the State		**X**
	Define and perform functional testing, training, and user acceptance testing		**X**
Code Migration Planning	Define detailed code migration steps, including but not limited to timing, responsible party, communication mechanism, validation procedures, and go/no-go signoff criteria	**X**	**X**
	Identify source libraries, data stores, and files for inclusion in production cutover activities (each Party for their site)	**X**	**X**
	Define source load processing steps, order, dependencies, validation requirements, and back-out procedures	**X**	**X**
	Create migration plan for production cutover, including training and documentation requirements	**X**	**X**
Patch/Upgrade Code Migration	Final and official go/no-go decision	**X**	**X**
	Perform production migration of upgraded System following the production migration plan	**X**	**X**
	Perform archival and shut-down of any pre-upgrade environments for the System that are no longer needed based on State requirements	**X**	

V. PRICING

A. General

1. Pricing

Pricing for **Exhibit C** shall be as follows in this **§V**, describing the methodology for determining the annual service fees for Managed Advantage, as well as the fees for discretionary support, Transition, and Termination for Convenience. This document also provides the methodology for any adjustments as applicable under the Contract.

2. Sizing and Pricing

If the environmental metrics used to size the system set forth in **Attachment C.1** are materially different from actual environmental metrics, as determined by CGI and the State, then the Parties shall mutually agree in a Contract amendment to revise the pricing to reflect the actual sizing.

3. Managed Advantage Service

The State shall pay CGI the Annual Service Fees for Managed Advantage as specified in **Exhibit G**. All Annual Service Fees shall be computed on the State's fiscal year basis and shall be prorated for any partial fiscal year, unless this document expressly states otherwise. The State's fiscal year is defined as July 1st through June 30th. The timing of invoices and other payment terms applicable to the Service are specified in **§V.B**.

4. Years

Each twelve (12) month period following the Go-Live Date shall be a "Contract Year". All pricing is contingent on the period of performance, assumptions and parameters contained in this **Exhibit C**.

5. Annual Managed Advantage Fees

As part of Managed Advantage, certain fees are fixed over the Term of this **Exhibit C** provided volume fluctuations are within the environmental metrics used to size the system set forth in **Attachment C.1**. **Table G6** of **Exhibit G** depicts the Annual Managed Advantage Fees for Managed Advantage, subject to **§V.B.3**, Annual Inflationary Adjustment.

6. Software Standard Maintenance

The Annual Managed Advantage Fees are inclusive of all maintenance and support fees for Standard Support and Maintenance Services referenced in **Exhibit F**. Therefore, for the Term of this **Exhibit C**, commencing with the Effective Date, and provided the State has met its payment obligations under this **Exhibit C**, the State will be deemed to be current on the payment of all fees for Standard Support and Maintenance Services under **Exhibit F** for the corresponding term. Upon termination of the Service under this **Exhibit C**, if the State elects to continue to receive Standard Support and Maintenance Services from CGI, the State shall be responsible for payment of maintenance and support fees, as such fees will be mutually agreed under an amendment to this Contract and **Exhibit F**.

7. Service Baseline Assumptions

CGI's prices for this **Exhibit C**, as stated in **Exhibit G**, are based on the Services described in this **Exhibit C**, as well as the environmental metrics used to size the system set forth in **Attachment C.1**. If the Service varies from the details and assumptions outlined in this **Exhibit C**, it may be necessary to execute an amendment to adjust the price for the Service accordingly.

8. Discretionary Support Fees

Using the mutually agreed upon Change Order process set forth in the Operational Procedures Deliverable described under **§IV.B.4**, CGI and the State may agree in the future to include discretionary support hours under this **Exhibit C**. The base contract does not include any discretionary support hours, but the State can add discretionary support hours at any point during the term of this **Exhibit C**.

B. Invoicing

1. Annual Managed Advantage Fees

CGI will invoice the State for the Annual Managed Advantage Fees listed in **Table G6** of **Exhibit G** as follows:

For the period of performance from September 2012 through June 30, 2013, CGI will invoice the State within thirty (30) days following the Effective Date of this Contract in accordance with **§19.C** of the Contract. For the period of performance starting on July 1, 2013 and continuing through June 30, 2014, CGI will invoice the State no more than five (5) days prior to July 1, 2013, in accordance with **§19.C** of the Contract.

CGI will invoice the State for the Annual Managed Advantage Fees as outlined in **§V.A.5** no more than five (5) days prior to each Fiscal Year of Service.

2. Other Fees

All Other Fees for services provided under **Exhibit C** will be invoiced within fifteen (15) days from the end of the month the other services were provided.

3. Annual Inflationary Adjustment

Commencing on the first anniversary of the Go-Live Date, and annually thereafter, CGI will calculate an adjustment to all fees, charges, and rates, including any rate cards, to be provided for the next twelve (12) months. The adjustment will increase all fees, charges, and rates by the percentage change in the CPI-U (the Consumer Price Index for all Urban Consumers as published by the United States Department of Labor) over the most recent twelve month period for which data is available at the time of the adjustment.

If the CPI-U index is no longer published, or there should be substantial changes in the, content or calculation methodology, then another comparable measure shall be substituted as mutually agreed to by the parties.

C. Effects of Termination - Termination for Convenience Fees

If the State terminates **Exhibit C** under the Contract for other than CGI's breach, the State shall pay to CGI a Termination for Convenience (TforC) Fee as outlined in **Table G6**. These TforC Fees are exclusive of any Disengagement Services as described in **§7** of **Exhibit C.**

The following **Table G6** outlines the TforC Fee that will be due to CGI on the effective date of termination. The amount payable is the amount shown in the following schedule for the year of termination reduced by an amount equal to the number of full months passed in the fiscal year at the date of termination multiplied by $12,500.00, which is one month of $150,000 incremental change in the termination fee each year.

Table G6 - Termination for Convenience Fee	
Period of Performance of Effective Termination	**TforC Fee due CGI**
September 2012 thru June 2014	$1,500,000
July 2014 thru June 2015	$1,350,000
July 2015 thru June 2016	$1,200,000
July 2016 thru June 2017	$1,050,000
July 2017 thru June 2018	$ 900,000
July 2018 thru June 2019	$750,000
July 2019 thru June 2020	$ 600,000
July 2020 thru June 2021	$450,000
July 2021 thru June 2022	$300,000
July 2022 thru June 2023	$150,000
July 2023 thru June 2024	$0.00

The above **Table G6** assumes that all other fees as previously outlined in **Exhibit C** and **Table G5** in **Exhibit G** due to CGI up to and including the effective date of termination have been paid in full.

VI. SERVICE LEVEL AGREEMENTS

A. SLA Applicability

1. While not specific to a Service Metric, availability of the Managed Advantage team in support of delivering the Services and the SLA is as follows:

a. Remote infrastructure/environment support, including:

Toll-free phone number for routine support 8:00am - 6:00pm MT Monday - Friday exclusive of mutually agreed upon holidays in accordance with the definition of Hours of Availability.

CGI staff on-call 24/7/365 for the State production emergencies for Critical Issues and Serious Issues

b. Remote application support, including:

Toll-free phone number for routine support 8:00am - 6:00pm MT Monday - Friday exclusive of mutually agreed upon holidays, in accordance with the definition of Hours of Availability.

CGI staff on-call 24/7/365 for the Critical Issues and Serious Issues in the production System

Within this SLA, the days and hours as defined above are referred to as Business Day(s) and Business Hour(s), respectively

2. The Service Metrics and Service Levels are applicable to the infrastructure and environment as well as the System, as appropriate for each Service Metric. They are not applicable to any Customizations or enhancements to the System not identified within **Attachment C.2**. Similarly, they only apply to interfaces operating on the Managed Advantage infrastructure and for which CGI is solely responsible. Interfaces operating at the State either creating data/content to be sent to CGI or processing data returned by CGI are the responsibility of the State.

3. The Service Metrics and associated Service Levels apply to the production environment and use of the System in production, unless specifically noted otherwise. In the event that a single Issue affects more than one Service Level, only the Service Metric with the highest Service Penalty will apply with respect to any Service Credits issued by CGI to the State. However, other unrelated incidents resulting in Issues will be considered as separate events and aggregated with respect to measuring performance against each Service Metric and associated Service Levels.

4. By March 31, 2015, and then by March 31st thereafter throughout the Term, the State and CGI will mutually agree in writing upon a processing schedule that supports the State's business needs and identifies any times/days where the System and CGI's Services defined herein apply and do not apply, including the State's special processing periods (which are excluded from the calculation of any Service Credits if volumes exceed what was modeled and tested for the System or in the determination of Batch Processing Time), holidays, maintenance windows, etc. Any material adjustment or impact that changes the processing calendar will be handled via a Change Order or a Contract amendment as required under the Contract.

5. The State and CGI will coordinate Scheduled Maintenance Periods at least two (2) calendar weeks in advance. Exceptions may be needed if a situation arises that puts achievement of the target for Service Metrics and associated Service Levels at risk. Such maintenance shall be timed to coincide with times of minimal traffic or use for the State. CGI reserves the right to immediately request and institute a Scheduled Maintenance Period at any time of the day if CGI reasonably determines that a failure to act immediately would lead to significant harm to either CGI or the State. Every reasonable effort will be made to obtain the State's prior approval of such action in writing. Scheduled Maintenance Periods under these circumstances cannot be associated with an Issue or a situation that CGI could have reasonably mitigated within CGI's boundaries of responsibility (as per the Point of Demarcation) under this **Exhibit C**.

6. The State suspends any specific Service Metric and associated Service Level/Service Credit that will subsequently not be met due to the State failing to perform its responsibilities under this **Exhibit C**. The State's related responsibilities in non-technical use and administration of the System after the

Live Date include functional configuration, functional management, and Issue(s) requiring functional support in troubleshooting and diagnosis . CGI performance against any suspended Service Metric and associated Service Level will be reinstated once the corresponding activity has been performed by the State. The State agrees to hours of availability for staff and interdependent systems reciprocal to the Hours of Availability defined herein so as to support effective escalation and not to impede collaboration and support in resolution of Issues affecting Service Metrics and associated Service Levels.

7. Any events or situations affecting the System for which CGI is not solely responsible will not be counted toward CGI's ability to achieve the Minimum Service Level(s) associated with the respective Service Metric(s). Similarly, if the State elects to delay or skip an update or upgrade and doing so no longer keeps the State on supported releases of any part of the System, the State acknowledges that CGI's ability to achieve the Minimum Service Level(s) associated with the respective Service Metric(s) may be impaired. Should the standard or recommended resolution of one or more Issue(s) have been associated with the delayed or skipped updated/upgrade, Service Credits will not be issued in association with any affected Service Metric(s) and associated Minimum Service Level(s).

8. If CGI is waiting on the State for additional information during resolution of an Issue, measurement of CGI's non-conformance with the respective Service Metric and associated Service Levels being impacted is suspended until the State's response with the requisite information is received. Once CGI makes available a fix or correction to remediate an Issue impacting one or more Service Metrics, which occurs after CGI, has tested the fix to the best of CGI's ability, measurement of CGI's non-conformance with the respective Service Metric and associated Service Levels being impacted ends. As an example, CGI is not responsible for additional time associated with subsequent State required approvals or procedures related to the application of the fix or correction. If, upon application of the fix or correction, the Issue is not remediated or a new Critical Issue or Serious Issue is created by the CGI fix, CGI will again be subject to measurement of non-conformance against the Service Metric, upon notification by the State to CGI or acknowledgement by CGI to the State of the new or continued situation. Unless otherwise agreed by both Parties, if notice is by the end of the following Business Day after CGI delivers an applied fix or correction to the State for the State to test, continuation of resolution time will be against the original Issue, otherwise a new Issue is logged. However, none of these situations relieve CGI from responsibility to support resolution or remediation of a situation if any part of the cause or ability to resolve fall within CGI's responsibilities as set forth herein.

9. Service Metrics and associated Service Level calculations will be suspended during an active Force Majeure or when operating the System under a Disaster Recovery scenario, as reasonably declared by CGI and approved by the State. State will not unreasonably withhold approval. Reporting and calculations will be reinstated once operations resume at the Phoenix Data Center or a replacement primary site.

10. The initial Measurement Interval for purposes of calculating Service Credits begins with the first full month ninety (90) calendar days after the Live Date, however Service Metric and Service Level reporting begins on the Live Date. Similarly Service Credits for any affected Subsystems (e.g. Procurement/Vendor Self Service) of the System are suspended for sixty (60) calendar days after the application of a Minor Release or Major Release. Notwithstanding the absence of Service Credits during these periods, CGI will continue to remain subject to all its other obligations as set forth in this **§VI**.

11. In addition to service availability metrics, CGI agrees to conduct a semi-annual customer satisfaction survey. Within ninety (90) days of the Effective Date, CGI and the State will mutually agree to metrics and associated penalties associated with assessing customer satisfaction of the COFRS II solution. If the customer satisfaction results in a penalty condition, CGI will submit a corrective action plan to the State for approval. Upon approval by the State, CGI will execute the corrective action plan. If CGI is unable to achieve the correction action as described in the plan, the State may assess the applicable penalty per the then mutually agreed upon plan.

B. SLA Management

1. CGI shall implement and utilize its current measurement and monitoring methods, tools, and procedures to track and report CGI's performance in delivering the Services relative to the applicable Service Levels and shall produce a monthly report. Any additional reporting or measurement or use of State-specific tools and technologies by CGI shall require a Change Order or Contract amendment.

2. Service reporting will be provided monthly by CGI. The monthly report will be delivered in tandem with any CGI invoices for the Services rendered within the given month, on the agreed upon invoicing schedule, if applicable. The report will measure and document CGI's performance of the Services relative to the Service Levels and the State's usage of Services. The report will set forth in detail the Service Metrics relative to the Service Levels, the actual current measured level of performance for each Service Metric (even if the Service Metric is measured over longer than a single month), and any resulting monthly Service Credits net of any offsetting Earnback Credits.

3. In all cases, CGI will be responsible for measuring Service Levels and calculating appropriate Service Credits for the Parties in accordance with this **§VI**.

C. Service Levels

1. If CGI performance falls below the identified Minimum Service Level, the State will be entitled to the associated percentage of the At Risk Amount (based on the Service Penalty) as a Service Credit to be accrued monthly (net of any Earnback Credits) and reconciled annually. The Service Credit is capped and not to exceed an At Risk Amount of ten (10) percent for any and all failures during the measurement period in which CGI's respective performance was below the Minimum Service Level. In no month will the aggregate Service Credit for all failures be greater than this amount. If CGI fails to achieve a Minimum Service level, CGI will deliver a report documenting the root cause of the failure and the remediation plan to mitigate a reoccurrence of the failure. CGI will provide this report within five (5) business days of the failure, unless otherwise agreed to by the Parties.

2. Earnback Credits provide incentive for CGI to exceed the States expectations on a sustained and consistent basis. Earnback Credits are awarded and limited to fifty (50) percent of the Service Credit when CGI meets or exceeds the Exceeded Service Level target in a rolling three (3) consecutive months and can only be applied against Service Credits owed to the State in the current bill period or subsequent months equal to the timeframe over which the Earnback Credit was awarded. Once applied, the period for measuring Earnback Credits is reset.

   As an example, if CGI surpassed the Exceeded Service Level for CGI Advantage General Application Availability in the months of June, July, and August, CGI will be entitled to apply an Earnback of fifty (50) percent against the Service Penalty if CGI misses the Minimum Service Level for CGI Advantage General Application Availability in October, November, or December as measured across the month in which the Minimum Service Level was missed and the two prior months given quarterly measurement of this Service Metric. If CGI missing the Minimum Service Level occurred in October, the Service Penalty CGI owes the State for October would be reduced by fifty (50) percent. If CGI again missed the Minimum Service Level in November as measured across September, October, and November, no Earnback Credit would have yet been earned as CGI would not have again surpassed the Exceeded Service Level for CGI Advantage General Application Availability for another three consecutive months. Therefore in this example, CGI would owe the State the full Service Penalty in November.

D. Service Metrics

Service Metrics	Applicability Factors	Service Penalty	Minimum Service Level	Exceeded Service Level
Environment Metrics				

Infrastructure Availability (Data Center/Hardware)	Uptime Percentage	0%	99.9%	99.999%
Application Metrics				
CGI Advantage General Application Availability	Availability Percentage	30%	99.5%	99.999%
CGI Advantage Vendor Self Service Application Availability	Availability Percentage	0%	99.9%	99.999%
CGI infoAdvantage Application Availability	Availability Percentage	20%	99.5%	99.999%
CGI Advantage Batch Execution Time	Batch Processing Time	0%	99%	99.999%
Response Time Metrics (1, 2)				
Critical	Issue Severity	20%	Target Status Update: 60 minutes; 15 minutes if impacting availability of an Environment Metric or Application Metric Target Workaround or Resolution: 72 hours	Workaround/ Resolution Time: 24 hours
Serious	Issue Severity	10%	Target Status Update: 2 hours Target Workaround or Resolution: 96 business hours	Workaround/ Resolution Time: 36 business hours
Disaster Recovery Targets				
Recovery Time Objective (RTO)	n/a	0%	Within 3 calendar days of a declaration of disaster	n/a
Recovery Point Objective (RPO)	n/a	10%	No greater than 1 Business Day loss of data	n/a
User Profile Maintenance Metrics				
User Profile Updates, including creation and modification. Excludes, both in frequency and turnaround requirements, user ID and password resets.	n/a	0%	Within 1 Business Day of receipt of request	Within 4 Business Hours of receipt of request
User Profile Disabled	n/a	0%	Within 4 Business	Within 2

			Hours of receipt of request	Business Hours of receipt of request
General Metrics				
Advantage Software non-production database populated from production[3]	n/a	0%	Within 2 Business Days of receipt of request	Within 1 Business Day of receipt of request
Critical Issue/Serious Issue production code migration[4]	n/a	10%	Within 1 Business Day of receipt of request	Within 4 Business Hours of receipt of request
Moderate Issue/ Minor Issue production code migration		0%	Within 4 Business Days of receipt of request	Within 2 Business Days of receipt of request

1. Target Customer Status Update Time is as noted or as agreed upon between the Parties. Both Parties agree that providing status updates is not to take priority over resolving the respective situation if there are competing dependencies. A reasonable workaround would trigger re-evaluation of the respective Issue Severity. Should an Issue arise that cannot reasonably be addressed within the Target timeframe and a reasonable workaround exists, both Parties agree to collaborate on a mutually agreed upon action plan that will then govern its resolution**.**
2. The times set forth for response time metrics shall commence upon the earlier of the time at which the State gives notice to CGI via the contact point, or CGI identifies the Issue.
3. Issue resolution will be undertaken with priority as soon as possible upon receipt of such requests if associated with resolution of Critical Issues or Serious Issues.
4. Issue resolution will be undertaken for same night batch processing whenever relevant and reasonable.

VII. DISENGAGEMENT SERVICES

In connection with termination or expiration of this **Exhibit C**, CGI, upon request by the State, shall provide assistance to the State in migrating the System and the Managed Services being performed by CGI hereunder to the control of the State or an alternate vendor designated by the State. Provided the State is current in its payment to CGI under the Contract, other than disputed payments that have been referred to the dispute resolution process set forth in **§17** of the Contract, CGI will perform reasonable disengagement Services under a separate Statement of Work for a period of up to six (6) months on a time and materials basis at CGI's then current professional services rates set forth in **Exhibit G** to the Contract. Disengagement Services will be detailed in the separate Statement of Work and will include, but will not be limited to: the type of Services to be rendered, estimated hours required for the performance by CGI, the State or the vendor designated by the State to the service component in order to derive an agreed upon cost component for the Services, and agreed upon Deliverables for the completion of each disengagement Service component indentified in the Statement of Work. During the disengagement period, CGI will at no additional charge provide the State with a copy of the State's data in an electronic format, readily accessible by the State or the vendor designated by the State as required for the disengagement of CGI's services hereunder and the provision of similar services by the State or the State's designated vendor. CGI will provide additional disengagement Services as mutually agreed between the Parties and set forth in the separate Statement of Work. At the end of the disengagement period, the State will return to CGI any Contractor Confidential Information or Contractor Materials in the State's possession or control and cease

all access to the Contractor System. CGI will return to the State any State Confidential Information or State Materials in CGI's possession and upon written request, destroy any State data in CGI's possession.

ATTACHMENT C.1 – ADVANTAGE SOFTWARE SIZING AND USAGE LEVELS

General

Number of non-production environments required	3
Number of production-sized databases for these non-production environments (excluding infoAdvantage, which is one (1) production-sized databases for its non-production environments).	3

CGI Advantage Financial Management

Total users	3,000
Concurrent users	500
Average number of Financial documents processed per month	350, 000
Average number of Financial documents processed per day (derived)	17,500
Percentage of Financial documents processed on-line	30%
Years of data (historical, current, and future years) will be maintained in the production environment	10
Estimated annual growth rate of Financial documents (%)	5%

CGI Advantage Performance Budgeting

Total users	300
Concurrent users	250
Years of data (historical, current, and future years) will be maintained in the production environment	10
Estimated annual growth rate (%)	5%

CGI Advantage Vendor Self Service (VSS)

Number of active vendors working with the organization	20,000
Number of vendors accessing the application concurrently	400
Daily solicitation bids and responses	100
Years of data (historical, current, and future years) will be maintained in the production environment	6
Estimated annual growth rate of bids and responses (%)	10%

CGI infoAdvantage

Total users	3600
Concurrent users	360
Estimated Peak Concurrent Request for Reports	36
Years of data (historical, current, and future years) will be maintained in the production environment	10
Estimated annual growth rate (%)	5%

ATTACHMENT C.2 – CUSTOMIZATION SPECIFICATIONS

Exhibit B allocates 7,500 hours to the performance of Customizations by CGI. The hours allocated under **Exhibit B** are the basis for determining the effort to subsequently support these Customizations after the Live Date through the Services performed under this **Exhibit C**.

The Parties shall attach the final list of Customizations to be supported under **Exhibit C** to this **Attachment C.2** through a Change Order process or Contract amendment once the determination is made by the Parties during the execution and undertaking of the upgrade under **Exhibit B**.

EXHIBIT D – COFRS LICENSE AGREEMENT

A. License to Software

Subject to the terms and condition hereinafter set forth, Contractor hereby amends and restates its grant to the State of a fifty (50) year, nontransferable, nonexclusive and royalty free license (the "GFS Software License") to use the GFS Software (as listed in **§C** of this **Exhibit D**) solely in the conduct of the business of the State. The GFS Software has been provided by Contractor to the State pursuant to the terms of this GFS Software License in machine-readable object code and source code (except as provided in **§D** of this GFS Software License). All rights previously granted and restrictions with respect to the GFS Software are hereby restated and incorporated into and shall constitute rights and restrictions of the State with respect to the GFS Software, except as specifically modified under the Contract or this **Exhibit D**.

The State acknowledges that by virtue of this GFS Software License, the State acquires only the right to use a single copy of the GFS Software as described herein, to use duplicate copies only for non-production uses (i.e. archive, disaster recovery, etc.) and does not acquire any rights of ownership in the GFS Software or its Documentation, which rights shall remain exclusively with Contractor.

The GFS Software may be used by the State at any one State computer facility; the State agrees not to use the GFS Software and related materials as part of a commercial time sharing or service bureau operations or in any resale capacity.

State may duplicate the GFS Software and any Enhancements to the GFS Software and all related Documentations solely for the State's business use, provided that the State promptly reproduces on each copy all notices of Contractor's patent, copyright, trademark or trade secret rights; uses no more than one copy in a production environment; and makes no more than five (5) copies of the GFS Software.

The GFS Software and Documentation is Contractor Confidential Information; within thirty (30) days from the termination of this **Exhibit D** as provided elsewhere herein, other than for breach or default by the Contractor in which event the terms of this **Exhibit D** shall continue in full force, the State shall furnish written notice certifying that through its best efforts and to the best of its knowledge, all machine-readable object code, source code, user documentation or other related materials provided to the State with GFS Software, including any copies thereof, whether in whole or in part, have been returned or destroyed as follows:

All documents relating to such discontinued portion of the GFS Software shall be returned to Contractor.

The originals and all copies of any machine-readable materials containing all or any of the discontinued GFS Software shall be destroyed or purged so as to totally remove from such machine readable materials all codes related to the discontinued portion of the GFS Software.

B. Term of License

Contractor's license to use the GFS Software commenced on February 17, 1989 and shall remain in full force and effect until February 16, 2039.

C. Description of GFS Licensed Software

The software products licensed under this GFS Software License are hereby identified and described as follows:

Government Financial System (GFS) CICS/VSAM Version
Fixed Assets
Job Cost Accounting
Cost Allocation
Extended Purchasing
Inventory Control
Investment Inventory
Advanced Budget Preparation
Debt Management
Deposit Trust Accounting and Billing
Federal Aid (FHWA Project) Billing and Accounting

Report Painter
Personal Computer Interface (PCI)
PC Core Software
Inquirer
Labor Data Collection
Work Order
Performance Measurement
Report Distribution Software

D. Source Code and Object Code Availability and Access.

Except as provided below with respect to certain PC Software, the Contractor will make available to the State all source code and object code for the GFS Software, as modified, and with all supporting Documentation. If for any reason the State desires to modify that part of the PC software provided only as object code, it will so inform Contractor in writing and request a copy of the relevant PC source code. Contractor will promptly provide that source code to the State, which the State will protect and safeguard to assure that access to such source code is strictly limited to those State personnel who have a need for access to the source code to perform the desired State modification. When those modifications are completed, the State will return the PC source code to Contractor and will certify in wiring that all copies of such source code have been destroyed.

E. Documentation

Documentation for the GFS Software will be provided to the State in hard copy and in machine readable form for use on a recognized industry standard word processing program. The State shall have the right to reproduce for its use an unlimited number of copies of all Documentation, and to modify such Documentation for its specific use.

EXHIBIT E – COFRS II LICENSE AGREEMENT

A. LICENSE

1. Contractor hereby grants to the State a perpetual, nonexclusive, nontransferable license commencing on the Effective Date to use the computer software components (the "Advantage Software") and documentation (the "Documentation") listed in **Attachment E.1** of this **Exhibit E** on the terms and conditions set forth herein. The term "Advantage Software" as used in this **Exhibit E** includes any maintenance releases (including Enhancements, bug fixes, etc.) to the Software that may be provided to the State under **Exhibit F**, but specifically excludes any other changes to the Advantage Software.
2. The State may use the Advantage Software only to process the State's own work and only on the terms and conditions of this Exhibit. The State may not use the Advantage Software as part of a commercial time-sharing or service bureau operation or in any other resale capacity. The State may use the Documentation defined hereunder solely in support of the Advantage Software.
3. This **Exhibit E** does not convey to the State title or ownership of the Advantage Software and its Documentation, but only a right of limited use in accordance with this **Exhibit E**. Advantage Software and its licensed Documentation is Contractor Confidential Information; CGI retains all right and title to the Advantage Software. All terms and conditions of the Contract applicable to the Advantage Software and this **Exhibit E** are material terms of the license granted under the Contract.

B. PERMISSION TO COPY THE SOFTWARE

1. Contractor shall provide a copy of the Advantage Software source code to the State in accordance with **§21.E** of the Contract. The State may not copy the Advantage Software provided by CGI solely for safekeeping purposes. The State may copy the Documentation to support the State's licensed use of the Advantage Software in accordance with this **Exhibit E**, subject to any restrictions specified in **Attachment E.1.** Any copies the State makes of the Advantage Software or Documentation, in whole or in part, are Contractor's property. The State agrees not to reverse engineer, decompile, disassemble or extract, as applicable, any ideas, algorithms or procedures from the Advantage Software or Documentation for any reason.
2. The State agrees to reproduce and include Contractor's copyright, trademark, and other proprietary rights notices on any copies of the Advantage Software and Documentation, including partial copies and copied materials in derivative works.

C. LIMITED WARRANTIES AND REMEDIES FOR BREACH OF WARRANTY

1. Contractor warrants that, during the Warranty Period specified in **Attachment E.1** of this **Exhibit E**, performance of the Advantage Software will not deviate materially from its specifications as identified in **Attachment E.1** (the "Specifications"). A material deviation of the Advantage Software from its Specifications is referred to in this **Exhibit E** as an "Error." If the State believes there has been a breach of this warranty it must notify Contractor in writing within the Warranty Period describing the Error in sufficient detail to enable Contractor to recreate it. If there has been a breach of this warranty, then Contractor's sole obligation, and the State's exclusive remedy, will be for Contractor to correct or modify the Error at no charge. Contractor may investigate and correct breaches of warranty at Contractor's offices to the extent possible. If the State requires Contractor to travel to the State's place of business to correct a breach of warranty that could have reasonably been corrected at Contractor's place of business, the State will reimburse Contractor for the reasonable travel time and reimbursable expenses of Contractor's personnel. If a reported breach of warranty is attributable to a cause other than a breach of this warranty, then Contractor will be entitled to payment for its investigation and correction efforts on a time and materials basis at Contractor's then-current rates.
2. Contractor is not responsible for any claimed breaches of the foregoing warranties caused by: (**i**) modifications made to the Advantage Software or Documentation by anyone other than Contractor and its subcontractors working at Contractor's direction; (**ii**) the combination, operation or use of the Advantage Software or Documentation with any items that Contractor did not supply; (**iii**) the State's failure to use any new or corrected versions of the Advantage Software or Documentation made available by Contractor; or (**iv**) Contractor's adherence to the State's specifications or instructions.

3. Contractor does not warrant that the Advantage Software will be error-free or that its operation will be uninterrupted. The State acknowledges that it is responsible for the results obtained from use of the Advantage Software, including without limitation the completeness, accuracy and content of such results. WITH RESPECT TO THE ADVANTAGE SOFTWARE AND DOCUMENTATION, THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE.

ATTACHMENT E.1 – PROPRIETARY SOFTWARE LICENSE

A. **Licensed Software**. CGI hereby licenses to the State the following computer software components, comprising the Advantage Software:

CGI Advantage® Financial Management System 3 (Linux/Oracle platform/database) including the following modules:

Financial Management Base System
Grants Lifecycle Management - Grantee
Treasury Accounting
Inventory Management
Cost Allocation
Asset Management - Maximo

CGI Advantage Procurement System including the following modules:

Professional (including Vendor Self Service)

CGI Advantage Performance Budgeting:

Budget Formulation
Salary and Benefit Forecasting
Budget Book Publishing
Performance Budgeting
Dashboard

CGI infoAdvantage Server Bundle (4 CPUs, Unlimited Users)

CGI is providing to the State one (1) copy of the Advantage Software on machine-readable media to hold but not to use, copy, or distribute.

B. **Licensed Documentation**. The Specifications for the Advantage Software are as set forth in the following documentation which CGI will deliver to the State at a mutually agreed time, and which is collectively referred to in this License as the "Advantage Documentation":

Web-based Advantage Financial – Users Guide
Web-based Advantage Financial – Upgrade Overview Guide
Web-based Advantage Financial – Upgrade Manager User Guide
Web-based Advantage Financial – Treasury Accounting User Guide
Web-based Advantage Financial – System Overview
Web-based Advantage Financial – System Administration Guide
Web-based Advantage Financial – Procurement User Guide
Web-based Advantage Financial – Performance Tuning
Web-based Advantage Financial – Global Attributes User Guide
Web-based Advantage Financial – Getting Started Guide
Web-based Advantage Financial – Fixed Assets User Guide
Web-based Advantage Financial – Financial System Administration Guide
Web-based Advantage Financial – Developer Guide
Web-based Advantage Financial – Administration Installation Guide Part 5
Web-based Advantage Financial – Administration Installation Guide Part 3
Web-based Advantage Financial – Administration Installation Guide Part 2
Web-based Advantage Financial – Administration Installation Guide Part 1
infoAdvantage – Installation Guide
infoAdvantage – Budget Structure ETL Guide
infoAdvantage – Developer Guide
infoAdvantage – Universes Reports Guide
infoAdvantage – System Administration Guide
Performance Budgeting – User Guide
Performance Budgeting – WebSphere Cluster Installation Guide

Performance Budgeting – Installation Guide
Performance Budgeting – Extensibility Guide
3rd Party Documentation as applicable

The Documentation shall be included with the Advantage Software via an electronic file and delivered to the State.

C. License Type.

i. The Advantage Software is licensed to the State assuming a State operating budget as documented in the annual appropriation act known as the "Long Bill" between $20 billion per year and $25 billion per year. Should the State's actual operating budget exceed $25 billion per year, additional license fees may apply;

ii. The State is permitted to use the Advantage Software in support of COFRS II at CGI's facility in Phoenix, Arizona as described under **Exhibit C**;

iii. In the event CGI is no longer providing Services to the State under **Exhibit C**, the State is granted a site license for use of the Advantage Software in support of COFRS II at a State facility designated in writing at that time, and in the event of a failure of the computers at State's facility, use at a back-up computer facility in the United States until operations at the State's primary facility have been restored. The State may purchase additional licenses at CGI's then current prices for use at any additional facilities; and,

iv. Notwithstanding the foregoing site license, the State's use of infoAdvantage is unlimited as to users but limited to use on 4 CPUs.

D. Work That May Be Processed. The State may only use the Advantage Software to process the State's own work. For the avoidance of doubt, the State may at a later date be licensed for additional use of the Advantage Software and/or Bundled Software beyond the scope of what is being implemented under the COFRS II Modernization effort in **Exhibit B** and/or provided under the Managed Services in **Exhibit C**.

E. License Fee. The license specified in **§A** of this **Attachment E.1** is granted to the State for a License Fee of Two Million Four Hundred Ninety-Six Thousand Seven Hundred Sixty-One Dollars and Zero Cents (**$2,496,761.00**). This License Fee includes the following Software.

Licensed Software	License Fee
Previously Licensed CGI Software	N/A
Advantage Software License	$1,548,781.00
Bundled Software Products	$947,980.00
Total License Fees	**$2,496,761.00**

The License Fee is payable in full upon execution of the Contract.

F. Warranty Period. The Warranty Period for the Software referred to in section **§C.1** of **Exhibit E** is a period of ninety (90) days beginning on the date CGI has successfully completed CGI's standard installation test as part of the prototype test environment set up activity described in **§C.2.1** of **Exhibit B**.

G. Bundled Software Products. Included in the license fees set forth in **§E** of this **Attachment E.1** are the license fees for certain bundled software products (the "Bundled Software Products") required to be used in connection with the Software. CGI hereby licenses the following Bundled Software Products to the State:

Adobe Present Central Pro - 2 printer output licenses
Adobe Present Output Designer – 2 Named User License
Pervasive® Data Integrator Pro Developer™ 3 Named User License *[Governed by Shrink-wrap License]*
Pervasive Data Integrator Universal Engine™ 8 Cores License (Multi-threaded) *[Governed by Shrink-wrap License]*

Business Objects Enterprise Unrestricted Bundle – 4 CPU Premium License *[Governed by Shrink-wrap License]*

- Business Objects Web Intelligence Server – 4 CPU, Unlimited Users
- Broadcast Agent Scheduler – 4 CPU, Unlimited Users
- Broadcast Agent Publisher – 4 CPU, Unlimited Users
- Business Objects Designer – 4 CPU, Unlimited Users
- Business Objects Supervisor – 4 CPU, Unlimited Users

Finite Matters, Ltd. PatternStream® - 1 Runtime/Developer License
Versata Logic Server - 1Site license
Versata Designer Studio – 4 Named User License
IBM WebSphere – 2100 IBM Processor Value Units
Convey 1099

All rights of the State in and to the Bundled Software Products will be governed by the terms and conditions of this License, unless otherwise specified above. CGI does not itself give or make any warranty of any kind with respect to the Bundled Software Products. Changes in the Software which CGI may make from time to time may make it necessary for the State to acquire, at its own expense under a Contract amendment, updated versions of the Bundled Software Products or additional Bundled Software Products, in the event the State implements new functionality and is independent of the State's obligation in **§III.A.4** of **Exhibit C**.

EXHIBIT F – COFRS II SOFTWARE LICENSE MAINTENANCE AGREEMENT

This **Exhibit F**, COFRS II Licensed Software Maintenance Agreement, addresses the terms and conditions applicable to routine maintenance and support of the Advantage Solution.

A. DEFINITIONS

Capitalized terms used in this **Exhibit F** will have the meanings given below, in the Contract, or in the context in which the term is used, as the case may be.

1. "Advantage Documentation" is defined as the Documentation licensed to the State for the Advantage Software pursuant to **Exhibit E**.

2. "Advantage Solution" is defined as the Advantage Software and Bundled Software Products licensed to the State under **Exhibit E**.

3. "Advantage Enhancements" are defined as the changes or additions to the Advantage Software which Contractor develops and makes available at no additional charge to all licensees of the Advantage Software who are under then-current maintenance agreements.

4. "Maintenance Period" means the term of Standard Support and Maintenance Services under **§B**of this **Exhibit F**. Any renewal Maintenance Period will be a period of twelve (12) months.

5. "Software Incident" is defined as a deviation of the Advantage Software from the Specifications for the Advantage Software identified in **Exhibit E**.

6. "Standard Support and Maintenance Services" is defined as the support of the Advantage Solution as such support is more fully described under **§B.1** below.

B. MAINTENANCE

1. Contractor Standard Support and Maintenance Services provide the State with the required ongoing Advantage Enhancements to address functional and technical changes. Specifically, the Standard Support and Maintenance Services during any Maintenance Period provide these major components:

a. Internet access through our secure web site, eAccess (https://support.cgi.com//advantage/), to a variety of 24x7 support materials.

b. Help Desk Support with direct phone, email, and web support on the baseline products through the CGI Client Support Center. Standard hours of operation are 8 am EST to 9 pm EST Monday-Friday. Contractor can be reached at 800-321-0267 via phone and https://support.cgi.com//advantage/ via our online support website.

c. Software Incident corrections to the Advantage Software.

d. Advantage Software releases are provided periodically to address technical and functional compatibility with system software and ongoing regulatory changes and changes to business practices. Advantage Documentation updates are provided as part of each release. Additional Software Incident corrections will be included in releases, as dictated by testing requirements and the magnitude of the required change.

e. Advantage Enhancements are provided in new releases of the Advantage Software.

f. Membership to the CGI Advantage User Group ("User Group"). Membership provides the option to participate in various user group activities such as the annual Advantage Customer Forum (CGI Forum), regional User Group meetings and voting for the User Group Steering Committee that works closely with Contractor on a variety of client issues and concerns. Membership also provides each site the option of proposing a candidate for election to the User Group Steering Committee.

2. Contractor will support the following features of the Advantage Solution:

a. The Advantage Software components that the State is currently licensed for and is paying maintenance on;

b. The Bundled Software Product releases that are compatible with the currently supported version of the Advantage Software;

c. The documented features of the Advantage Software, as listed on the delivered on-line documentation and help files;

d. All standard baseline features of the system, including configuration tables (e.g. Required Elements) of the Advantage Software, that DO NOT include infrastructure or other programming code changes. Any client-specific configuration tables will not be supported under this **Exhibit F**.

e. Prioritizations of all issues and Software Incidents according to the following schedule:

Severity	Definition
1 - Critical	A problem with the Advantage Solution causing critical impact to the State's business operation. No workaround is immediately available and work using the Advantage Solution can not continue.
2 - Serious	A problem with the Advantage Solution causing significant impact to the State's business operation. A workaround is available but is unacceptable on a long term basis.
3 - Moderate	A problem with the Advantage Solution that impairs some functionality, but a practical workaround exists.
4 - Minor	A problem that does not affect any functionality of the Advantage Solution.

3. Contractor may, at its option, investigate and correct suspected Software Incidents at Contractor's offices to the extent possible. If Contractor's personnel travel to the State's place of business at the State's request to perform maintenance services, the State will pay Contractor for the travel time and the reasonable travel and other out-of-pocket expenses of Contractor's personnel. If a suspected Software Incident is attributable to a cause other than the Advantage Software as delivered by Contractor, then the State will pay for Contractor's work on a time-and-materials basis at Contractor's then-current hourly rates. If the Advantage Solution module containing the Software Incident has been modified by non-Contractor personnel, Contractor will charge the State on a time-and-materials basis at Contractor's then-current hourly rates for analyzing and fixing the Software Incident in the State's version, and for any installation assistance the State requires.

4. All Advantage Enhancements and corrections to the Advantage Software and Advantage Documentation provided by Contractor pursuant to **Exhibit E** will become a part of the Advantage Software and Advantage Documentation at the time they are provided to the State and are hereby licensed to the State as part of the Advantage Software and Advantage Documentation pursuant to all of the terms and conditions of **Exhibit E**.

C. COMPENSATION

Fees for Standard Support and Maintenance Services are included in the fees set forth in **Exhibit C**. As long as **Exhibit C** is not terminated and the State has met its payment obligations under **Exhibit C**, the State will be deemed to be current on the payment of all fees for Standard Support and Maintenance Services under this **Exhibit F** for the corresponding term. Upon termination of COFRS II Managed Advantage services under **Exhibit C**, if the State elects to continue to receive Standard Support and Maintenance Services from Contractor, the State shall be responsible for payment of maintenance and support fees, as such fees will be mutually agreed under an amendment to this **Exhibit F**.

D. TERM AND TERMINATION

1. The Maintenance Period corresponds to the term of **Exhibit C**.

2. If **Exhibit E** is terminated for any reason, this **Exhibit F** will automatically terminate on the effective date of the termination of **Exhibit E**.

3. If the State terminates this **Exhibit F** and has not paid the maintenance fee for the then current Maintenance Period in full, Client must pay to CGI the remaining balance of such maintenance fee prior to terminating this **Exhibit F**.

EXHIBIT G – PAYMENT MILESTONE SCHEDULE, RATE CARD, AND PRICING SUMMARY

A. Pricing for Services under Component 1: Exhibit A and Exhibit D

a) **Table G1** provides the Maintenance Services Pricing for Services as described in **Exhibit A**.

Table G1		
Maintenance Services Pricing		
Date Due	**Amount**	**Item**
7/1/2012	$556,426.00	Updated Back Maintenance Services
7/1/2012	$125,116.48	FY 13 Maintenance Services
7/1/2013	$131,372.30	FY 14 Maintenance Services
7/1/2014	$137,940.92	FY 15 Maintenance Services (Optional)
7/1/2015	$144,837.97	FY 16 Maintenance Services (Optional)
7/1/2016	$152,079.86	FY 17 Maintenance Services (Optional)

Prices for Maintenance Services shall remain fixed for the term of **Exhibit A**.

b) **Table G2** provides the Technical Maintenance Support and COFRS Startup/Transition Pricing as described in **Exhibit A**.

Table G2		
Technical Maintenance Support and COFRS Startup/Transition Pricing		
Date Due	**Amount**	**Item Description**
July 1, 2012	$153,732.00	COFRS Startup/Transition Phases
July 1, 2012 & monthly thereafter through June 1, 2014	$22,732.05/month	COFRS System Technical Maintenance Support for the COFRS System not to exceed 2,000 hours per year

B. Deliverable Milestone Schedule and Payment Structure for Component II: Exhibit E and Exhibit B

a) Deliverable Milestone Schedule – **Table G3** lists the Deliverables associated with **Exhibit B**. The "Estimated Month" column is provided for reference only and specific Deliverables will be accepted as completed.

Table G3			
WBS Number	**Deliverable Description**	**Estimated Month**	**Milestone Value**
	Delivery of Software	Month 1	$2,496,760.82
1.1.1.3	Project Plan	Month 2	$300,129.59
1.1.2.4	Project Kickoff Meeting	Month 1	$260,982.25
1.2.1.2.1	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	Month 2	$360,155.51
1.2.1.2.2	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	Month 3	$360,155.51
1.2.1.2.3	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	Month 4	$360,155.51
1.2.1.2.4	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach	Month 5	$360,155.51

	Support		
1.2.1.2.5	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	Month 6	$360,155.51
1.2.1.2.6	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	Month 7	$360,155.51
1.2.1.2.7	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	Month 8	$360,155.51
1.2.1.2.8	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	Month 9	$360,155.51
1.2.1.2.9	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	Month 10	$360,155.51
1.2.1.2.10	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	Month 11	$360,155.51
1.2.1.2.11	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	Month 12	$360,155.51
1.2.1.2.12	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	Month 13	$360,155.51
1.2.1.2.13	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	Month 14	$360,155.51
1.2.1.2.14	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	Month 15	$360,155.51
1.2.1.2.15	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	Month 16	$360,155.51
1.2.1.2.16	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	Month 17	$360,155.51
1.2.1.2.17	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	Month 18	$360,155.51

1.2.1.2.18	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	Month 19	$360,155.51
1.2.1.2.19	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	Month 20	$360,155.51
1.2.1.2.20	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	Month 21	$360,155.51
1.2.1.2.21	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	Month 22	$360,155.51
1.2.1.2.22	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	Month 23	$360,155.51
1.2.1.2.23	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	Month 24	$360,155.51
1.2.1.2.24	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	Month 25	$360,155.51
2.1.1	Software Installation & Environment Setup - Prototype	Month 2	$378,424.26
2.2.7	Business Scenario Support	Month 2	$289,690.30
2.3.1.7	Project Team Training for Prototyping	Month 3	$279,251.01
2.3.1.8	Prototype Scripts & Execution	Month 5	$482,817.16
2.3.2.2.5	Fit Gap Report	Month 6	$639,406.51
2.4.5	Chart of Accounts & Budget Design Support	Month 5	$900,388.76
2.6.3	Upgrade Analysis Document	Month 7	$508,915.39
3.1.1.2	Software Installation & Environment Setup - Development	Month 7	$691,602.96
3.1.2.2	Software Installation & Environment Setup - Conversion	Month 9	$386,253.73
3.1.3.2	Software Installation & Environment Setup - System Test	Month 10	$404,522.49
3.1.4.2	Software Installation & Environment Setup – Integrated System Test	Month 11	$352,326.04
3.1.5.2	Software Installation & Environment Setup - Training	Month 13	$352,326.04
3.1.6.2	Software Installation & Environment Setup - User Acceptance Test	Month 16	$704,652.08
3.1.7.2	Software Installation & Environment Setup - Performance Test	Month 19	$326,227.81
3.2.1.4	Technical Team Training	Month 8	$347,106.39
3.2.2.4	Functional Team Configuration Training	Month 8	$284,470.65
3.3.4	Application Configuration Support	Month 11	$535,013.61

3.4.1.2.5	Application Software Customizations - Concept Papers	Month 9	$130,491.13
3.4.2.2.5	Application Software Customizations - Functional Designs	Month 11	$365,375.15
3.4.3.5	Application Software Customizations - Software and System Test Results	Month 16	$182,687.58
3.5.1.2.5	Data Conversion Plan	Month 8	$795,995.86
3.5.2.2.5	Data Conversion Designs	Month 11	$378,424.26
3.5.3.9	Data Conversion Software	Month 16	$258,372.43
3.5.4.4	Data Cleansing Support	Month 14	$263,592.07
3.5.5.3	COA Load & Manual Conversion Support	Month 14	$315,788.52
3.6.1.2.5	System Interface Plan	Month 9	$143,540.24
3.6.2.2.2	System Interface Designs	Month 12	$704,652.08
3.6.3.1.3	Inbound System Interface Software - CGI Developed	Month 17	$78,294.68
3.6.4.4	System Interface Support	Month 15	$404,522.49
3.7.1.2.5	Reports, Data Warehouse and Forms Plan	Month 9	$130,491.13
3.7.2.2.4	Reports and Data Warehouse Designs	Month 11	$247,933.14
3.7.3.1.3	Reports and Data Warehouse Software	Month 18	$276,641.19
3.7.4.1.1.2	Forms Design	Month 12	$234,884.03
3.7.4.2.1.3	Forms Software	Month 12	$352,326.04
3.7.5.2	Report & Forms Support	Month 16	$260,982.25
3.8.5.2	Security & Workflow Support	Month 16	$221,834.91
3.9.2.1.2.5	Integrated System Test Plan	Month 13	$208,785.80
3.9.2.2.6	Integrated System Test Scripts & Results	Month 19	$208,785.80
3.9.3.4.2	User Acceptance Test Support	Month 21	$208,785.80
3.9.4.1.2.5	Performance Test Plan	Month 20	$182,687.58
3.9.4.2.3	Performance Test Scripts & Results	Month 21	$104,392.90
3.10.3.2	Policies & Procedures Support	Month 19	$65,245.56
3.11.5	COFRS II Documentation	Month 18	$169,638.46
3.12.1.2.5	Training Plan	Month 12	$378,424.26
3.12.2.5	Train the Trainer & System Administration Training	Month 13	$287,080.48
3.12.3.9	End User Training Support	Month 21	$260,982.25
3.13.1.5	Implementation & Department Readiness Checklist	Month 9	$339,276.93
3.13.2.5	Operational Readiness Checklist	Month 19	$104,392.90
4.2.1.2.5	Mock Conversion Plan	Month 18	$104,392.90
4.2.2.4	Mock Conversion Execution & Results	Month 20	$104,392.90
4.3.1.5	Cutover Plan	Month 20	$307,959.06
4.3.2.4	COFRS II In Production	Month 23	$247,933.13
4.4.2	Post Implementation Support - Month 1	Month 23	
4.4.4	Post Implementation Support - Month 2	Month 24	
4.4.6	Post Implementation Support - Month 3	Month 25	
		TOTALS	**$28,594,985.99**

a) Payment Structure – Table G4 provides the timing of the fees to be invoiced associated with **Exhibit B**. These fees are not subject to retainage. Further, if **Exhibit B** or **Exhibit C** is terminated for any reason, the termination provisions as provided in the Master Contract will govern.

Table G4			
Invoice Date or Target Month for Deliverable Acceptance	**WBS Number, if applicable**	**Description**	**Invoice Value**
September 15, 2012	N/A	Initial project	$ 1,746,493.51

		payment	
June 30, 2013 or upon completion of financing for COFRS II described in **§19.C** of this Contract whichever is earlier	N/A	Progress payment	$11,685,423.63 or actual value earned per Table G3 based on most recent completed month
Month 11	1.2.1.2.10	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	$360,155.51
Month 11	3.1.4.2	Software Installation & Environment Setup – System Integration Test	$352,326.04
Month 11	3.3.4	Application Configuration Support	$535,013.61
Month 11	3.4.2.2.5	Application Software Customizations - Functional Designs	$365,375.15
Month 11	3.5.2.2.5	Data Conversion Designs	$378,424.26
Month 11	3.7.2.2.4	Reports and Data Warehouse Designs	$247,933.14
Month 12	1.2.1.2.11	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	$360,155.51
Month 12	3.6.2.2.2	System Interface Designs	$704,652.08
Month 12	3.7.4.1.1.2	Forms Design	$234,884.03
Month 12	3.7.4.2.1.3	Forms Software	$352,326.04
Month 12	3.12.1.2.5	Training Plan	$378,424.26
Month 13	1.2.1.2.12	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	$360,155.51
Month 13	3.1.5.2	Software Installation & Environment Setup – Training	$352,326.04

Month 13	3.9.2.1.2.5	Integrated System Test Plan	$208,785.80
Month 13	3.12.2.5	Train the Trainer & System Administration Training	$287,080.48
Month 14	1.2.1.2.13	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	$360,155.51
Month 14	3.5.4.4	Data Cleansing Support	$263,592.07
Month 14	3.5.5.3	COA Load & Manual Conversion Support	$315,788.52
Month 15	1.2.1.2.14	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	$360,155.51
Month 15	3.6.4.4	System Interface Support	$404,522.49
Month 16	1.2.1.2.15	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	$360,155.51
Month 16	3.1.6.2	Software Installation & Environment Setup - User Acceptance Test	$704,652.08
Month 16	3.4.3.5	Application Software Customizations - Software and System Test Results	$182,687.58
Month 16	3.5.3.9	Data Conversion Software	$258,372.43
Month 16	3.7.5.2	Report & Forms Support	$260,982.25
Month 16	3.8.5.2	Security & Workflow Support	$221,834.91
Month 17	1.2.1.2.16	Project Management	$360,155.51

		- Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	
Month 17	3.6.3.1.3	Inbound System Interface Software - CGI Developed	$78,294.68
Month 18	1.2.1.2.17	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	$360,155.51
Month 18	3.7.3.1.3	Reports and Data Warehouse Software	$276,641.19
Month 18	3.11.5	COFRS II Documentation	$169,638.46
Month 18	4.2.1.2.5	Mock Conversion Plan	$104,392.90
Month 19	1.2.1.2.18	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	$360,155.51
Month 19	3.1.7.2	Software Installation & Environment Setup - Performance Test	$326,227.81
Month 19	3.9.2.2.6	Integrated System Test Scripts & Results	$208,785.80
Month 19	3.10.3.2	Policies & Procedures Support	$65,245.56
Month 19	3.13.2.5	Operational Readiness Checklist	$104,392.90
Month 20	1.2.1.2.19	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	$360,155.51
Month 20	3.9.4.1.2.5	Performance Test Plan	$182,687.58

Month 20	4.2.2.4	Mock Conversion Execution & Results	$104,392.90
Month 20	4.3.1.5	Cutover Plan	$307,959.06
Month 21	1.2.1.2.20	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	$360,155.51
Month 21	3.9.3.4.2	User Acceptance Test Support	$208,785.80
Month 21	3.9.4.2.3	Performance Test Scripts & Results	$104,392.90
Month 21	3.12.3.9	End User Training Support	$260,982.25
Month 22	1.2.1.2.21	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	$360,155.51
Month 23	1.2.1.2.22	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	$360,155.51
Month 23	4.3.2.4	COFRS II In Production	$247,933.14
Month 24	1.2.1.2.23	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	$360,155.51
Month 25	1.2.1.2.24	Project Management - Status Reports (CGI Activities), Change Management & Communication Support, & Agency Outreach Support	$360,155.51
		Total Component II Fees	**$28,594,985.99**

If financing for COFRS II as described in **§19.C** of this Contract occurs, the Payment Structure as represented in **Table G4** will be replaced by **Table G3**, the Deliverable Milestone Schedule. From that point forward, **Table G3** will be used to determine amounted to be invoiced under **Exhibit B**.

C. Summary Pricing by Module for Component II: Exhibit B

Table G5 provides the price by module for Services described in **Exhibit B**.

Table G5				
Base Financial	**Grants Life Cycle Management – Grantee**	**Vendor Self Service**	**Performance Budgeting**	**Total**
$24,170,516.42	$1,035,800.00	$1,170,400.00	$2,218,269.57	$28,594,985.99

D. Annual Fees for Component III: Exhibit C and Exhibit F

As part of the Service as described in **Exhibit C**, certain fees are fixed over the term of **Exhibit C** provided volume fluctuations are within the Scope of Services as contained in the Sizing Parameters **Attachment A.1** of **Exhibit C**. **Table G6** depicts the Annual Managed Advantage Fees for the Services subject to **§2.4** Annual Inflationary Adjustment; these fees are inclusive of COFRS II License Maintenance Fees for support provided under **Exhibit F**.

Table G6		
Year	**Period of Performance**	**Total Fee**
1	September 2012 thru June 2013	$3,057,506.49
2	July 2013 thru June 2014	$3,669,007.79
3	July 2014 thru June 2015	$3,864,500.00
4	July 2015 thru June 2016	$3,864,500.00
5	July 2016 thru June 2017	$3,864,500.00
6	July 2017 thru June 2018	$3,864,500.00
7	July 2018 thru June 2019	$3,864,500.00
8	July 2019 thru June 2020	$3,864,500.00
9	July 2020 thru June 2021	$3,864,500.00
10	July 2021 thru June 2022	$3,864,500.00
11	July 2022 thru June 2023	$3,864,500.00
12	July 2023 thru June 2024	$3,864,500.00
TOTAL EXHIBIT C FEES OVER TERM		**$45,371,514.28**

E. Effect of Termination – Termination for Convenience Fees: Exhibit C

If the State terminates **Exhibit C** under the Contract for other than CGI's breach, the State shall pay to CGI a Termination for Convenience (TforC) Fee as outlined in **Table G6**. These TforC Fees are exclusive of any Disengagement Services as described in **§7** of **Exhibit C.**

The following **Table G6** outlines the TforC Fee that will be due to CGI on the effective date of termination. The amount payable is the amount shown in the following schedule for the year of termination reduced by an amount equal to the number of full months passed in the fiscal year at the date of termination multiplied by $12,500.00, which is one month of $150,000 incremental change in the termination fee each year.

Table G6 - Termination for Convenience Fee	
Period of Performance of Effective Termination	**TforC Fee due CGI**
September 2012 thru June 2014	$1,500,000
July 2014 thru June 2015	$1,350,000
July 2015 thru June 2016	$1,200,000
July 2016 thru June 2017	$1,050,000
July 2017 thru June 2018	$ 900,000
July 2018 thru June 2019	$750,000
July 2019 thru June 2020	$ 600,000
July 2020 thru June 2021	$450,000

July 2021 thru June 2022	$300,000
July 2022 thru June 2023	$150,000
July 2023 thru June 2024	$0.00

The above **Table G6** assumes that all other fees as previously outlined in **Exhibit C** and **Table G5** in **Exhibit G** due to CGI up to and including the effective date of termination have been paid in full.

F. Rate Card

a) The below Rate Card in **Table G7** is provided for incremental Services required under all SOWs

b) All Services provided at the rates included in this section will be invoiced on a Time and Materials basis with travel and other reimbursable expenses invoiced in addition to the specified hourly rates.

c) Annual Inflationary Adjustment: Commencing on the first anniversary of the Contract Effective Date, and annually thereafter, CGI will calculate an adjustment to all rate card rates, to be provided for the next twelve (12) months. The adjustment will increase all fees, charges, and rates by the percentage change in the CPI-U (the Consumer Price Index for all Urban Consumers as published by the United States Department of Labor) over the most recent twelve month period for which data is available at the time of the adjustment.

If the CPI-U index is no longer published, or there should be substantial changes in the, content or calculation methodology, then another comparable measure shall be substituted as mutually agreed to by the parties.

Table G7

Position Group	Rate Level	Typical Roles	Role Description	Hourly Rates
Offshore Programmer	Offshore	Programmer	Software development, build and unit test, product test and support.	$35
Business Analyst / Developer	Level 3	Business Analyst	Data gathering, analysis, interviews, and assessment. Produce detailed output per scope of work.	$150
		Developer	Develop systems as required, involved in testing, diagnosing and fixing software issues. Provide training for users, lead a team of developers, and manage project work.	
		Infrastructure/Operations Analyst	Establish technical environment through hardware and software procurement, installation and configuration.	
Team Lead / Senior Consultant	Level 4	Senior Trainer	Responsible for developing training material, preparing and managing training schedules per scope of work.	$175
		Senior Business Consultant	Data gathering, analysis, interviews and assessment. Produce detailed output per scope of work. Manage work packages and oversee junior staff.	
		Team Lead - Developer	Develop systems as required, diagnosing and fixing software issues. Overall lead for software development work streams including expert support, coaching, and status management.	
		System Architect	Team lead for software development or environment architecture and operational design work streams including expert support, coaching, and status management.	

Technical Maintenance Support	Level 5	SOW 1 Support	Provides technical maintenance support services for COFRS I as described in SOW 1	$200
Project Manager	Level 6	Project Manager	Plans and manages all aspects of assignments, including workload of all sub-project teams. Coordinates approach and progress with senior State team members. Analyzes and assesses data. Advises senior management.	$225
Subject Matter Expert	Level 6	Product/ Industry SME	Provides deep industry or product expertise. Sets direction and strategy for business and product implementations.	$190
Engagement Manager	Level 8	Engagement Manager	Overall responsibility for engagement and day-to-day management of program teams across client site and coordination of activities to achieve the State's goals. Periodic reviews of strategy, approach, and progress with the State project/program manager.	$325

G. Contingency

The State shall include a Contingency in the amount of One Million Nine Hundred Thousand Dollars and Zero Cents ($1,900,000.00) shown in Component II and available for Component II and Component III as provided for in **§9** of the Contract.

H. Pricing Summary

Table G8 reflects the expected spend by component by Fiscal Year.

Table G8				
Fiscal Year	**Component I**	**Component II**	**Component III**	**Total**
FY 13	$1,108,059.08	$13,431,917.14	$3,057,506.49	$17,597,482.71
FY 14	$404,156.90	$13,834,669.17	$3,669,007.79	$17,907,833.86
FY 15	$410,725.52	$1,328,399.67	$3,864,500.00	$5,603,625.19
FY 16	$417,622.57		$3,864,500.00	$4,282,122.57
FY 17	$424,864.46		$3,864,500.00	$4,289,364.46
FY 18			$3,864,500.00	$3,864,500.00
FY 19			$3,864,500.00	$3,864,500.00
FY 20			$3,864,500.00	$3,864,500.00
FY 21			$3,864,500.00	$3,864,500.00
FY 22			$3,864,500.00	$3,864,500.00
FY 23			$3,864,500.00	$3,864,500.00
FY 24			$3,864,500.00	$3,864,500.00
SUBTOTAL	**$2,765,428.53**	**$28,594,985.98**	**$45,371,514.28**	**$76,731,928.79**
Contingency		**$1,900,000.00**		**$1,900,000.00**
TOTAL	**$2,765,428.53**	**$30,494,985.98**	**$45,371,514.28**	**$78,631,928.79**

EXHIBIT H – FORM OF CHANGE ORDER

Requester:	Contract: Dated _____ between CGI and _____, Contract/Statement of Work No: _____ _____ ("Agreement")
Date Requested:	Change Request #:

Change Information

Reason for Change	*[insert reason for change here]*
Description of Change	*[insert description of change here]*
Impact of Change (schedule, cost)	*[etc.]*

Change Approval
Approval by both parties constitutes a change to the Agreement referenced above.

	Signature	Date
Customer Authorized Representative		
CGI Authorized Representative		

EXHIBIT I – HIPAA BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("Addendum") is a part of the Contract dated _____ between the Department of _____ and _____, contract number _____. For purposes of this Addendum, the State is referred to as "Covered Entity" or "CE" and the Contractor is referred to as "Associate". Unless the context clearly requires a distinction between the Contract document and this Addendum, all references herein to "the Contract" or "this Contract" include this Addendum.

RECITALS

A. CE wishes to disclose certain information to Associate pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).

B. CE and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d – 1320d-8 ("HIPAA") as amended by the American Recovery and Reinvestment Act of 2009 ("ARRA")/HITECH Act (P.L. 111-005), and its implementing regulations promulgated by the U.S. Department of Health and Human Services, 45 C.F.R. Parts 160, 162 and 164 (the "Privacy Rule") and other applicable laws, as amended.

C. As part of the HIPAA regulations, the Privacy Rule requires CE to enter into a contract containing specific requirements with Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum.

The parties agree as follows:

1. Definitions.

a. Except as otherwise defined herein, capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy Rule at 45 C.F.R. Parts 160, 162 and 164, as amended . In the event of any conflict between the mandatory provisions of the Privacy Rule and the provisions of this Contract, the Privacy Rule shall control. Where the provisions of this Contract differ from those mandated by the Privacy Rule, but are nonetheless permitted by the Privacy Rule, the provisions of this Contract shall control.

b. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

c. "Protected Information" shall mean PHI provided by CE to Associate or created or received by Associate on CE's behalf. To the extent Associate is a covered entity under HIPAA and creates or obtains its own PHI for treatment, payment and health care operations, Protected Information under this Contract does not include any PHI created or obtained by Associate as a covered entity and Associate shall follow its own policies and procedures for accounting, access and amendment of Associate's PHI.

2. Obligations of Associate.

a. Permitted Uses. Associate shall not use Protected Information except for the purpose of performing Associate's obligations under this Contract and as permitted under this Addendum. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule if so used by CE,

except that Associate may use Protected Information: (i) for the proper management and administration of Associate; (ii) to carry out the legal responsibilities of Associate; or (iii) for Data Aggregation purposes for the Health Care Operations of CE. Additional provisions, if any, governing permitted uses of Protected Information are set forth in Attachment A to this Addendum. Associate accepts full responsibility for any penalties incurred as a result of Associate's breach of the Privacy Rule.

b. Permitted Disclosures. Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule if disclosed by CE, except that Associate may disclose Protected Information: (i) in a manner permitted pursuant to this Contract; (ii) for the proper management and administration of Associate; (iii) as required by law; (iv) for Data Aggregation purposes for the Health Care Operations of CE; or (v) to report violations of law to appropriate federal or state authorities, consistent with 45 C.F.R. Section 164.502(j)(1). To the extent that Associate discloses Protected Information to a third party, Associate must obtain, prior to making any such disclosure: (i) reasonable assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party; and (ii) an agreement from such third party to notify Associate within two business days of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach. Additional provisions, if any, governing permitted disclosures of Protected Information are set forth in Attachment A.

c. Appropriate Safeguards. Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information other than as permitted by this Contract. Associate shall comply with the requirements of the Security Rules, 164.308, 164.310, 164.312, and 164.316. Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities.

d. Reporting of Improper Use or Disclosure. Associate shall report to CE in writing any use or disclosure of Protected Information other than as provided for by this Contract within five (5) business days of becoming aware of such use or disclosure.

e. Associate's Agents. If Associate uses one or more subcontractors or agents to provide services under the Contract, and such subcontractors or agents receive or have access to Protected Information, each subcontractor or agent shall sign an agreement with Associate containing substantially the same provisions as this Addendum and further identifying CE as a third party beneficiary with rights of enforcement and indemnification from such subcontractors or agents in the event of any violation of such subcontractor or agent agreement. Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.

f. Access to Protected Information. Associate shall make Protected Information maintained by Associate or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) business days of a request by CE to enable CE to fulfill its obligations to permit individual access to PHI under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524.

g. Amendment of PHI. Within ten business (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations with respect to requests by individuals to amend their PHI under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Associate or its agents or subcontractors, Associate must notify CE in writing within five (5) business days of receipt of the request. Any denial of amendment of Protected Information maintained by Associate or its agents or subcontractors shall be the responsibility of CE.

h. Accounting Rights. Within ten (10) business days of notice by CE of a request for an accounting of disclosures of Protected Information, Associate and its agents or subcontractors shall make available to CE the

information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528. As set forth in, and as limited by, 45 C.F.R. Section 164.528, Associate shall not provide an accounting to CE of disclosures: (i) to carry out treatment, payment or health care operations, as set forth in 45 C.F.R. Section 164.506; (ii) to individuals of Protected Information about them as set forth in 45 C.F.R. Section 164.502; (iii) pursuant to an authorization as provided in 45 C.F.R. Section 164.508; (iv) to persons involved in the individual's care or other notification purposes as set forth in 45 C.F.R. Section 164.510; (v) for national security or intelligence purposes as set forth in 45 C.F.R. Section 164.512(k)(2); (vi) to correctional institutions or law enforcement officials as set forth in 45 C.F.R. Section 164.512(k)(5); (vii) incident to a use or disclosure otherwise permitted by the Privacy Rule; (viii) as part of a limited data set under 45 C.F.R. Section 164.514(e); or (ix) disclosures prior to April 14, 2003. Associate agrees to implement a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Associate or its agents or subcontractors, Associate shall within five (5) business days of the receipt of the request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. Associate shall not disclose any Protected Information except as set forth in Section 2(b) of this Addendum.

i. Governmental Access to Records. Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), in a time and manner designated by the Secretary, for purposes of determining CE's compliance with the Privacy Rule. Associate shall provide to CE a copy of any Protected Information that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary.

j. Minimum Necessary. Associate (and its agents or subcontractors) shall only request, use and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure, in accordance with the Minimum Necessary requirements of the Privacy Rule including, but not limited to 45 C.F.R. Sections 164.502(b) and 164.514(d).

k. Data Ownership. Associate acknowledges that Associate has no ownership rights with respect to the Protected Information.

l. Retention of Protected Information. Except upon termination of the Contract as provided in Section 4(d) of this Addendum, Associate and its subcontractors or agents shall retain all Protected Information throughout the term of this Contract and shall continue to maintain the information required under Section 2(h) of this Addendum for a period of six (6) years.

m. Associate's Insurance. Associate shall maintain casualty and liability insurance to cover loss of PHI data and claims based upon alleged violations of privacy rights through improper use or disclosure of PHI. All such policies shall meet or exceed the minimum insurance requirements of the Contract (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status and notice of cancellation).

n. Notification of Breach. During the term of this Contract, Associate shall notify CE within two business days of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations Such notice shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been accessed, acquired or disclosed during the breach. . Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

o. Audits, Inspection and Enforcement. Within ten (10) business days of a written request by CE, Associate and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether Associate has complied with this Addendum; provided, however, that: (i) Associate and CE shall mutually agree in advance upon the scope, timing and location of such an inspection; (ii) CE shall protect the confidentiality of all confidential and proprietary information of Associate to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Associate. The fact that CE inspects, or fails to inspect, or has the right to inspect,
Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract.

p. Safeguards During Transmission. Associate shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of Protected Information transmitted to CE pursuant to the Contract, in accordance with the standards and requirements of the Privacy Rule, until such Protected Information is received by CE, and in accordance with any specifications set forth in Attachment A.

q. Restrictions and Confidential Communications. Within ten (10) business days of notice by CE of a restriction upon uses or disclosures or request for confidential communications pursuant to 45 C.F.R. 164.522, Associate will restrict the use or disclosure of an individual's Protected Information, provided Associate has agreed to such a restriction. Associate will not respond directly to an individual's requests to restrict the use or disclosure of Protected Information or to send all communication of Protect Information to an alternate address. Associate will refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to Associate.

3. Obligations of CE.

a. Safeguards During Transmission. CE shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Associate pursuant to this Contract, in accordance with the standards and requirements of the Privacy Rule, until such PHI is received by Associate, and in accordance with any specifications set forth in Attachment A.

b. Notice of Changes. CE shall provide Associate with a copy of its notice of privacy practices produced in accordance with 45 C.F.R. Section 164.520, as well as any subsequent changes or limitation(s) to such notice, to the extent such changes or limitations may effect Associate's use or disclosure of Protected Information. CE shall provide Associate with any changes in, or revocation of, permission to use or disclose Protected Information, to the extent it may affect Associate's permitted or required uses or disclosures. To the extent that it may affect Associate's permitted use or disclosure of PHI, CE shall notify Associate of any restriction on the use or disclosure of Protected Information that CE has agreed to in accordance with 45 C.F.R. Section 164.522. CE may effectuate any and all such notices of non-private information via posting on CE's web site. Associate shall review CE's designated web site for notice of changes to CE's HIPAA privacy policies and practices on the last day of each calendar quarter.

4. Termination.

a. Material Breach. In addition to any other provisions in the Contract regarding breach, a breach by Associate of any provision of this Addendum, as determined by CE, shall constitute a material breach of this Contract and shall provide grounds for immediate termination of this Contract by CE pursuant to the provisions of the Contract covering termination for cause, if any. If the Contract contains no express provisions regarding termination for cause, the following terms and conditions shall apply:

(1) Default. If Associate refuses or fails to timely perform any of the provisions of this Contract, CE may notify Associate in writing of the non-performance, and if not promptly corrected within the time specified, CE may terminate this Contract. Associate shall continue performance of this Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services elsewhere.

(2) Associate's Duties. Notwithstanding termination of this Contract, and subject to any directions from CE, Associate shall take timely, reasonable and necessary action to protect and preserve property in the possession of Associate in which CE has an interest.

(3) Compensation. Payment for completed supplies delivered and accepted by CE shall be at the Contract price. In the event of a material breach under paragraph 4a, CE may withhold amounts due Associate as CE deems necessary to protect CE against loss from third party claims of improper use or disclosure and to reimburse CE for the excess costs incurred in procuring similar goods and services elsewhere.

(4) Erroneous Termination for Default. If after such termination it is determined, for any reason, that Associate was not in default, or that Associate's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if this Contract had been terminated for convenience, as described in this Contract.

b. Reasonable Steps to Cure Breach. If CE knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum or another arrangement and does not terminate this Contract pursuant to Section 4(a), then CE shall take reasonable steps to cure such breach or end such violation, as applicable. If CE's efforts to cure such breach or end such violation are unsuccessful, CE shall either (i) terminate the Contract, if feasible or (ii) if termination of this Contract is not feasible, CE shall report Associate's breach or violation to the Secretary of the Department of Health and Human Services.

c. Judicial or Administrative Proceedings. Either party may terminate the Contract, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPAA, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the other party has violated any standard or requirement of HIPAA, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

d. Effect of Termination.

(1) Except as provided in paragraph (2) of this subsection, upon termination of this Contract, for any reason, Associate shall return or destroy all Protected Information that Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If Associate elects to destroy the PHI, Associate shall certify in writing to CE that such PHI has been destroyed.

(2) If Associate believes that returning or destroying the Protected Information is not feasible, Associate shall promptly provide CE notice of the conditions making return or destruction infeasible. Upon mutual agreement of CE and Associate that return or destruction of Protected Information is infeasible, Associate shall continue to extend the protections of Sections 2(a), 2(b), 2(c), 2(d) and 2(e) of this Addendum to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

5. Injunctive Relief. CE shall have the right to injunctive and other equitable and legal relief against Associate or any of its subcontractors or agents in the event of any use or disclosure of Protected Information in violation of this Contract or applicable law.

6. No Waiver of Immunity. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado

Governmental Immunity Act, CRS 24-10-101 *et seq.* or the Federal Tort Claims Act, 28 U.S.C. 2671 *et seq.* as applicable, as now in effect or hereafter amended.

7. Limitation of Liability. Any limitation of Associate's liability in the Contract shall be inapplicable to the terms and conditions of this Addendum.

8. Disclaimer. CE makes no warranty or representation that compliance by Associate with this Contract, HIPAA or the HIPAA Regulations will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.

9. Certification. To the extent that CE determines an examination is necessary in order to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which Associate's security safeguards comply with HIPAA, the HIPAA Regulations or this Addendum.

10. Amendment.

a. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the Privacy Rule, the Final HIPAA Security regulations at 68 Fed. Reg. 8334 (Feb20, 2003), 45 C.F.R. § 164.314 and other applicable laws relating to the security or privacy of PHI. The parties understand and agree that CE must receive satisfactory written assurance from Associate that Associate will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the Privacy Rule or other applicable laws. CE may terminate this Contract upon thirty (30) days written notice in the event (i) Associate does not promptly enter into negotiations to amend this Contract when requested by CE pursuant to this Section or (ii) Associate does not enter into an amendment to this Contract providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the Privacy Rule.

b. Amendment of Attachment A. Attachment A may be modified or amended by mutual agreement of the parties in writing from time to time without formal amendment of this Addendum.

11. Assistance in Litigation or Administrative Proceedings. Associate shall make itself, and any subcontractors, employees or agents assisting Associate in the performance of its obligations under the Contract, available to CE, at no cost to CE up to a maximum of 30 hours over the term of the Contract, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the Privacy Rule or other laws relating to security and privacy or PHI, except where Associate or its subcontractor, employee or agent is a named adverse party.

12. No Third Party Beneficiaries. Nothing express or implied in this Contract is intended to confer, nor shall anything herein confer, upon any person other than CE, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

13. Interpretation and Order of Precedence. The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. Together, the Contract and this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy Rule. The parties agree that any ambiguity in this Contract shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the Privacy Rule. This Contract supersedes and replaces any previous separately executed HIPAA addendum between the parties.

14. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, Associate's obligations under Section 4(d) ("Effect of Termination") and Section 12 ("No Third Party Beneficiaries") shall survive termination of this Contract and shall be enforceable by CE as provided herein in the event of such failure to perform or comply by the Associate. This Addendum shall remain in effect during the term of the Contract including any extensions.

15. Representatives and Notice.

a. Representatives. For the purpose of the Contract, the individuals identified elsewhere in this Contract shall be the representatives of the respective parties. If no representatives are identified in the Contract, the individuals listed below are hereby designated as the parties' respective representatives for purposes of this Contract. Either party may from time to time designate in writing new or substitute representatives.

b. Notices. All required notices shall be in writing and shall be hand delivered or given by certified or registered mail to the representatives at the addresses set forth below.

State/Covered Entity Representative:

Name: _____
Title:_____
Department and Division: _____
Address: _____
_____
_____

Contractor/Business Associate Representative:

Name: _____
Title:_____
Department and Division: _____
Address: _____
_____

_____

ATTACHMENT I.1 – ADDENDUM ADDITIONAL TERMS

This Attachment sets forth additional terms to the HIPAA Business Associate Addendum, which is part of the Contract dated _____, between _____and _____, contract number _____ ("Contract") and is effective as of _____ (the "Attachment Effective Date"). This Attachment may be amended from time to time as provided in Section 10(b) of the Addendum.

1. Additional Permitted Uses. In addition to those purposes set forth in Section 2(a) of the Addendum, Associate may use Protected Information as follows:

2. Additional Permitted Disclosures. In addition to those purposes set forth in Section 2(b) of the Addendum, Associate may disclose Protected Information as follows:

3. Subcontractor(s). The parties acknowledge that the following subcontractors or agents of Associate shall receive Protected Information in the course of assisting Associate in the performance of its obligations under this Contract:

4. Receipt. Associate's receipt of Protected Information pursuant to this Contract shall be deemed to occur as follows, and Associate's obligations under the Addendum shall commence with respect to such PHI upon such receipt:

5. Additional Restrictions on Use of Data. CE is a Business Associate of certain other Covered Entities and, pursuant to such obligations of CE, Associate shall comply with the following restrictions on the use and disclosure of Protected Information:

6. Additional Terms. *[This section may include specifications for disclosure format, method of transmission, use of an intermediary, use of digital signatures or PKI, authentication, additional security of privacy specifications, de-identification or re-identification of data and other additional terms.]*