

SERIAL 08060 ITN HOSTING AND SUPPORT SERVICES CGI/AMS ADVANTAGE GENERAL LEDGER SYSTEM

DATE OF LAST REVISION: June 26, 2014

CONTRACT END DATE: December 31, 2016

CONTRACT PERIOD THROUGH ~~JUNE 13, 2014~~ DECEMBER 31, 2016

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **HOSTING AND SUPPORT SERVICES CGI/AMS ADVANTAGE GENERAL LEDGER SYSTEM**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **November 18, 2008 (Eff. 01/01/09)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Office of Procurement Services

BW/ub
Attach

Copy to: Office of Procurement Services
John Ahl, Office of Enterprise Technology

(Please remove Serial 03121-RFP from your contract notebooks)



CONTRACT PURSUANT TO ITN

SERIAL 08060-ITN

This Contract is entered into this first day of November 18, 2008 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and CGI Technologies and Solutions Inc., a Delaware corporation ("Contractor") for the purchase of Hosting and Support Services, CGI Advantage General ledger System.

1.0 TERM

- 1.1 This Contract is for a term of Five (5) years and Six (6) months, beginning on the first day of January, 2009 and ending the ~~Thirtieth day of June, 2014~~ **Thirty first day of December, 2016**.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional terms up to a maximum of FIVE (5) years, (or at the County's sole discretion, extend the contract on a month to month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract period at least ninety (90) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

2.0 PAYMENT

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."
- 2.2 Payment shall be made upon the County's receipt of a properly completed invoice. Invoices shall contain the following information: Contract number, purchase order number, item numbers, description of supplies and/or services, sizes, quantities, unit prices, extended totals and any applicable sales/use tax. Contractor's invoices are due and payable in full within thirty (30) days from the date of the invoice. Unless the County is subject to a prompt payment provision, if the County fails to pay any invoiced amount that is not the subject of a good faith dispute when due, CGI may charge interest on the overdue amount at the maximum rate allowed by law. The County will promptly notify Contractor of any disputed invoiced amounts.

2.3 INVOICES AND PAYMENTS:

2.3.1 **The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:**

- 2.3.1.1 Company name, address and contact
- 2.3.1.2 County bill-to name and contact information
- 2.3.1.3 Contract Serial Number
- 2.3.1.4 County purchase order number
- 2.3.1.5 Invoice number and date
- 2.3.1.6 Payment terms
- 2.3.1.7 Date of service or delivery
- 2.3.1.8 Quantity (number of days or weeks)
- 2.3.1.9 Contract Item number(s)
- 2.3.1.10 Description of Purchase

- 2.3.1.11 Pricing per unit of purchase
- 2.3.1.12 Extended price
- 2.3.1.13 Total Amount Due

Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

- 2.3.2 Payment will be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).
- 2.3.3 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.0 DUTIES

- 3.1 The Contractor shall perform all duties stated in Exhibit B (Scope of Services), B-1 (Additional Terms and Conditions) B-2 (Implementation/Transition Plan) and B-3 (Service Level Agreement)".

4.0 TERMS & CONDITIONS

4.1 INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all third party claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, as such costs and fees are permitted under Section 5.4 of Exhibit B-1, and relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract by Contractor or its third party service providers.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

4.2 INSURANCE REQUIREMENTS:

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance certificates must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contactor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certificates of insurance evidencing any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

Contractor is required to procure and maintain the following coverages indicated by a checkmark:

4.2.1 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

4.2.2 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

4.2.3 Workers' Compensation.

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$5,000,000 disease policy limit.

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the

Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

4.2.4 Errors and Omissions Insurance.

Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than \$1,000,000 for each claim.

4.2.5 Certificates of Insurance.

4.2.5.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County within fourteen (14) days. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND UNDERSTANDS THAT FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS CONTRACT.**

In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, Contractor will endeavor to provide a renewal certificate within thirty (30) days from the expiration date.

4.2.5.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days written notice to the County.

4.3 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona

For Contractor:

CGI Technologies and Solutions Inc.
Attn: Director of Public Sector
350 South Grand Avenue, Suite 2350
Los Angeles, CA. 90071

Copy to: CGI Technologies and Solutions Inc., Attn: Office of General Counsel, 11325 Random Hills Road, Suite 800, Fairfax, VA 22030

4.4 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract expiration date etc. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County

shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

4.5 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part with twenty-four (24) months prior written notice when in the best interests of the County without additional penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, and upon payment in full for all fees due hereunder, all documents, data and reports prepared by the Contractor under the Contract excluding Contractor Materials or the CGI System as defined in Exhibit B-1 and any additions, changes, modifications or derivatives thereto, shall become the property of and be delivered to the County upon demand. The County is responsible for paying Contractor all amounts owed under the Contract for (i) Services properly performed prior to the effective date of termination (ii) any Services Contractor continues to provide at the County's request during the transition period,

In the event the Hosting component of the Contract is terminated for convenience at the County's request by providing 24 months prior written notice, the balance of the prepaid fees minus the applicable discount will be refunded to the County.

4.6 TERMINATION FOR DEFAULT:

4.6.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the breach and the reasons for it to the Contractor and Contractor shall have thirty (30) days to cure such breach, or in accordance with the timeframe of any mutually-agreed plan to cure. If the breach is not cured within such timeframe, the Procurement Officer may terminate the Contract immediately with written notice. Contractor may terminate the Contract due to a breach by the County of any material term or condition of the Contract and failure to cure such breach within thirty (30) days from receipt of written notice from Contractor.

4.6.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract, excluding Contractor Materials and the CGI System and any additions, changes, modifications or derivatives thereto, shall become the property of and be delivered to the County on demand and payment thereof.

4.6.3 ~~The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor, subject to any limitations provided under the Contract.~~

The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any cost in excess of the original contract pricing before discounts incurred by the County in procuring materials or services in substitution for those due from the Contractor, subject to any limitation provide under this Contract. Should the Contract be terminated for default, Contractor shall also return the balance of the prepaid fees minus the applicable discount will be refunded to the County.

4.6.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

4.6.5 The County is responsible for paying Contractor all amounts owed under the Contract for (i) Services properly performed prior to the effective date of termination and (ii) any Services Contractor continues to provide at the County's request during the transition period.

4.7 **FORCE MAJEURE:**

Notwithstanding anything in this Agreement to the contrary, neither CONTRACTOR nor Licensee shall be liable or responsible for a delay or failure in performing or carrying out any of its obligations (other than obligations to make payments) under this Agreement caused by force majeure. For purposes of this Agreement force majeure shall mean any cause beyond the reasonable control of CONTRACTOR or Licensee, as applicable, or beyond the reasonable control of any of their respective contractors, subcontractors, suppliers or vendors, including without limitation:

- 4.7.1 Acts of God, including, but not necessarily limited to, lightning, earthquakes, fires, explosions, floods, wind, other natural catastrophes;
- 4.7.2 Sabotage, acts of a public enemy, acts of government or regulatory agencies, wars, blockades, embargoes, insurrections, riots, or civil disturbances;
- 4.7.3 Labor disputes, including, but not necessarily limited to, strikes, work slowdowns, work stoppages, or labor disruptions, labor or material shortages, or delays or disruptions of transportation;
- 4.7.4 Orders and judgments of any federal, state or local court, administrative agency or governmental body;
- 4.7.5 The adoption of or change in any federal, state or local laws, rules, regulations, ordinances, permits or licenses, or changes in the interpretation of such laws, rules, regulations, ordinances, permits or licenses, by a court or public agency having appropriate jurisdiction after the date of the execution of this Agreement; or
- 4.7.6 Any suspension, termination, interruption, denial or failure to issue or renew by any governmental authority or other Party having approval rights of any approval required or necessary hereunder for construction, installation or operation of any Fiber and equipment or for either Party to perform its obligations hereunder, except when such suspension, termination, interruption, denial or failure to issue or renew results from the negligence or failure to act of the Party claiming the occurrence of an event of force majeure.

If either CONTRACTOR or Licensee is rendered unable to fulfill any of its obligations under this Agreement by reason of force majeure, such Party shall promptly notify the other and shall exercise due diligence to remove such inability with all reasonable dispatch; provided, that nothing contained in this paragraph shall be construed as requiring CONTRACTOR or Licensee to settle any strike, work stoppage or other labor dispute in which it may be involved, or to accept any permit, certificate, license or other approval on terms deemed unacceptable to such Party, or to enter into any contract or other undertaking on terms which the Party deems to be unduly burdensome or costly.

4.8 **STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person

significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.9 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this Contract, provided the Contractor has been given notice of such damages.

4.10 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract through the change order process. Requests for changes by either party will be submitted to the other party in writing for consideration of feasibility and the likely effect on the cost and schedule for performance of the Services. The parties will mutually agree upon any proposed changes, including resulting equitable adjustments to costs and schedules for the performance of the Services. The agreed changes will be documented in one or more Change Orders. If action or inaction by Customer or its suppliers' failure to perform their responsibilities in a timely manner, prevents Contractor from or delays Contractor in performing the Services, Contractor will be entitled to seek an equitable adjustment in the schedule for performance and the compensation otherwise payable to it under the Contract. In such event, the parties will mutually agree upon a Change Order documenting the adjustments. Contractor is not authorized to proceed with a change without a fully-executed Change Order.

4.11 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

4.12 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County **Office of Procurement Services** shall be responsible for approving all amendments for Maricopa County.

4.13 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented. The parties agree that sufficient support and documentation means the monthly service level documentation and/or invoices for services.

4.14 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

4.15 ALTERNATIVE DISPUTE RESOLUTION:

4.15.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

4.15.1.1 Render a decision;

4.15.1.2 Notify the parties that the exhibits are available for retrieval; and

4.15.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

4.15.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

4.15.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

4.15.4 The arbitrators will have no authority to award any damages that are excluded by the terms and conditions of the Contract.

4.16 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §23-214 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

4.16.1 By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

4.16.2 The County may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

4.17 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:

4.17.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

4.17.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

4.18 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

4.19 RIGHTS IN DATA:

The County shall have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided hereunder or by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.20 INTEGRATION:

This Contract and its Exhibits A and B, B-1, B-2 and B-3 represent the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

4.21 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona.

4.22 NO WAIVER:

Except as otherwise permitted in this Contract, no failure or delay by a party in exercising any right, power or remedy will operate as a waiver of that right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving party. If a party waives any right, power or remedy, the waiver will not waive any successive or other right, power or remedy the party may have under the Contract.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CGI TECHNOLOGIES AND SOLUTIONS INC.

Tim Popel
AUTHORIZED SIGNATURE

Tim Popel, Director
PRINTED NAME AND TITLE

360 C Grand Ave #2350, Los Angeles CA 90071
ADDRESS

11/13/08
DATE

MARICOPA COUNTY

BY: *Richard Rumsch*
CHAIRMAN, BOARD OF SUPERVISORS

NOV 26 2008
DATE

ATTESTED:

Stan DeCausy
CLERK OF THE BOARD 11/18/08

NOV 26 2008
DATE

APPROVED AS TO FORM:

John W. Parker
DEPUTY MARICOPA COUNTY ATTORNEY

11/18/08
DATE

**08060 EXHIBIT A
PRICING**

SERIAL 08060-ITN, HOSTING AND SUPPORT SERVICES

PRICING SHEET: NIGP CODE 92047

BIDDER NAME: CGI TECHNOLOGY AND SOLUTIONS INC.
 VENDOR # : W000008130-2011004234 0
12907 COLLECTIONS CENTER DR, CHICAGO, IL 60693
 BIDDER ADDRESS: 350 SOUTH GRAND AVE. SUITE 2350, LOS ANGELES, CA. 90071
 P.O. ADDRESS: SAME
 BIDDER PHONE #: 213-613-5400
 BIDDER FAX #: 213-613-5430
 COMPANY WEB SITE: WWW.CGI.COM
 COMPANY CONTACT (REP): JOSH FLYNN
 E-MAIL ADDRESS (REP): JOSH.FLYNN@CGI.COM

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES

PAYMENT TERMS:

NET 30, END OF MONTHLY

1.0 PRICING:

	PER MONTH
1.1 MONTHLY FEES FOR ALL SERVICES IN EXHIBIT B (PAID MONTHLY, 30 DAYS AFTER EOM, STARTS AT THE END OF PARALLEL TESTING)	<u>\$ 58,280.00</u>
1.2 COMPATIBILITY UPGRADE, TIME AND MATERIALS (CAPPED AT 1000 HOURS, PAID MONTHLY AS BILLED)	<u>\$ 170.00</u> PER HOUR
1.3 START UP AND TRANSITION PAYMENT TO BE PAID IN THREE (3) EQUAL INSTALLMENTS OF \$186,094.33 BASED ON THE FINAL AGREED UPON TRANSITION PLAN. (THE LAST INSTALLMENT WILL BE PAID 30 DAYS AFTER PARALLEL TESTING)	<u>\$ 558,283.00</u>
1.4 ANNUAL MAINTENANCE ON AMS ADVANTAGE APPLICATION (INCLUDES TAX)	<u>\$ 136,458.00</u> PER YEAR
1.5 ANNUAL UP FRONT PAYMENTS (THIS IS AT THE COUNTY'S OPTION ON AN ANNUAL BASES)	<u>\$ (17,000.00)</u> PER YEAR
1.6 ALL TRAVEL IS INCLUDED IN THE ABOVE NUMBERS	

08060 EXHIBIT B**1.0 INTENT**

The purpose of this document is to provide Maricopa County, AZ (“Maricopa”) with the business terms defining the services associated with CGI hosting Maricopa’s AMS Advantage® application environment at CGI’s data center in Phoenix, Arizona. These terms are based upon information provided by Maricopa, as well as CGI’s experience implementing, hosting and maintaining AMS Advantage for customers of similar size and scope, and will be used to shape the contents and operating parameters of the eventual contract between the parties.

2.0 SCOPE OF SERVICES**2.1 General Terms and Assumptions**

The following services terms and assumptions apply to this engagement:

- 2.1.1 Term is expected to begin with an AMS Advantage compatibility update and Transition, after which the remaining terms in this document, will apply.
- 2.1.2 Maricopa is required to remain current on AMS Advantage Standard Maintenance payments throughout the term.
- 2.1.3 CGI may be asked by Maricopa to host the Integral HR database on DB/2 as specified in Section 2.4 below. If CGI provides such service, it will be responsible for maintenance and availability of the environment up to and including the DB/2 software. Maricopa will manage the database and its maintenance/use.

2.2 CGI Transition Services

- 2.2.1 Purpose is to validate Maricopa’s needs are considered, addressed, documented, and correctly implemented within the CGI managed infrastructure and application environment. This includes appropriate access to necessary environments, as well as validation that all components are functioning correctly and are production-ready. This includes, but is not limited to, batch schedules and notifications, application and infrastructure monitoring and notifications, and backup scheduling.
- 2.2.2 Assume responsibility for maintenance and support of environments. This includes assimilation and transition from Maricopa staff to CGI staff as appropriate.
- 2.2.3 Define and document escalation and call out procedures, including responsible parties.
- 2.2.4 Currently the Transition is projected as the initial (three) months of the engagement, including lead time to provision communications/connectivity, Maricopa confirmation of approval for CGI’s use of specific 3rd party software, port of Maricopa’s AMS Advantage application to CGI’s hosting center, and jointly prescribed testing
- 2.2.5 Planning to be undertaken using standard project planning tools, including management by a CGI Managed Advantage project manager; preparation, planning and regular status meetings conducted with Maricopa; all performed using a project plan with target timelines for all tasks and identification of critical path items.
- 2.2.6 Approach/options and responsibilities with respect to Integral HR compatibility and transition remain to be discussed jointly with Maricopa.
- 2.2.7 Prepare Risk Assessment document that lists all identified risks for the transition project, with plans for mitigating each identified risk.

2.2.8 CGI will jointly work with Maricopa County to identify a list of required County personnel resources, which will include type of resource and number of resources that will be required for the transition.

2.3 Ongoing Services to be Provided by CGI

2.3.1 Infrastructure Provided/Supported

2.3.1.1 Secure facility at CGI Phoenix Data Center (“PDC”): specifically a facility available 24/7/365 that is strictly controlled for secured physical and logical access to client infrastructure and data including mainframe Host-based Intrusion Detection (HIDS).

2.3.1.2 One shared IBM mainframe for both a production and up to three non-production environments, including up to 25 MIPS per month as measured on an IBM z890 platform; 200GB mainframe storage, including all application databases and flat files; Up to 300GB mainframe backup storage per month. While multiple clients with common system requirements will reside in the environment, the requirements of a singular client do not generally drive maintenance and updates. Rather these efforts are coordinated centrally by CGI to the benefit of all customers in the interest of remaining on current/supported environment software. Such efforts are planned and socialized in advance with all affected customers.

2.3.1.3 Multiple servers for the AMS infoAdvantage environment (per Maricopa’s current AMS infoAdvantage license), including up to 100GB reporting storage, including all data and user-defined reports.

2.3.2 Hosting Services

2.3.2.1 CGI and third party software noted in the Software table in section 2.4 below as licensed and/or maintained by CGI. Upgrades to the system level software will be performed to the extent possible given the application’s compatibility with higher releases of this third party software.

2.3.2.2 Monthly service level reporting targeted to be not later than fifteen (15) calendar days in month following delivery of services, to be delivered not later than any respective invoicing. See Exhibit B1 - Service Level Agreement below for reported items.

2.3.2.3 Maintenance of all infrastructure userid security, including but not limited to RACF/ACF2 with unlimited password resets and 25/month new id’s and profile changes, post Transition, within base fees.

2.3.2.4 Standard supporting mainframe, database, network, storage, and security services.

2.3.2.4.1 Mainframe support includes continual monitoring and control of processing including notification of anomalies to qualified personnel for review and correction as necessary.

2.3.2.4.2 Standard database support including database monitoring and maintenance activities including file allocation monitoring and adjustment as well as reorganizations as necessary. Service also includes port of production data to non-production data on request, limited to 24/year, post Transition.

2.3.2.4.3 Storage management involves 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.
- 2.3.2.4.4 Security services for virus protection and vendor-provided security patches for system-level software.
- 2.3.2.4.5 Management of CGI's network at our facilities from the point at which Maricopa's network or circuit terminates at a CGI facility. No internet access is expected to be required or provided.
- 2.3.2.5 System level backups required to meet/exceed the DR performance targets outlined below for Maricopa. Application backups for application recovery as typically required within batch processing cycles. Projected to include daily backups as well as major processing event backups including, but not limited to, monthly close and annual close.
- 2.3.2.6 Production batch scheduling, execution, monitoring, and management
- 2.3.2.7 3270 Emulation Software Management – Operation and administration of a 50 concurrent user environment for Passport Web-to-Host, including a standby backup server for redundancy.
- 2.3.3 Disaster Recovery Services
 - 2.3.3.1 System/environment-level and application backups via FDR/ABR for mainframe in order to support customer-specific mainframe recovery within the target objectives.
 - 2.3.3.2 Support for one AMS Advantage mainframe DR testing window per year that will provide Maricopa at least an 8 hour window for client specific testing and up to a 24 hour window provided that requisite advance preparatory work by CGI is completed ahead of schedule or specific Maricopa efforts can be started in parallel.
- 2.3.4 Application Maintenance Services
 - For the baseline AMS Advantage software:
 - 2.3.4.1 Critical production AMS Advantage software issues will be patched by CGI. Non-critical AMS Advantage production software issues addressed per the standard AMS Advantage maintenance process. Issue severity is set as defined within the Standard Maintenance terms and is repeated in Exhibit B-1 of this document for convenience.
 - 2.3.4.2 Standard change management and application code version control and tracking
 - 2.3.4.3 CGI will not place an arbitrary limit on the number of migrations, independent of whether for issue resolution of any severity or enhancement, based on the following description of a migration: A migration is a library member copy from one custom library to another custom library (e.g. development to test) initiated by Maricopa via submission of a job request form (or other means as mutually agreed by both parties) and executed via a batch job that completes the copy and if required, triggers a compile/assemble and link-edit process.

Unless mutually agreed by both parties, CGI's role in such migrations will be the execution of the job that completes movement of the library member and will not include review and analysis of the change, its potential impact, and the implications of backing-out the migration once in production.

Accordingly CGI is not responsible for independent resolution of subsequent production issues and incidents directly associated with the migration. If there are issues associated with a migration, Maricopa will make a resource(s) available to lead remediation, working with CGI in support of such efforts. CGI will still be responsible for incident remediation discretely associated with the baseline Advantage application.

Maricopa and CGI agree that it will important for Maricopa to initiate and undertake migrations in a manner that focuses on preserving production stability. Should one or more migrations cause repeat instability in the production environment, both organizations will collaborate to review and develop a mitigation strategy.

2.4 Software Table

Software Provided/Supported ^{*1}					
Software Package/Version	Vendor	Licensed By	Maintained By	Operational Support	Comments
z/OS v1.7 (MVS)	IBM	CGI	CGI	CGI	
RACF (Security)	IBM	CGI	CGI	CGI	
CICS/TS v3.1	IBM	CGI	CGI	CGI	
DB2 v8	IBM	CGI	CGI	CGI	
Cobol	IBM	CGI	CGI	CGI	
z/OS Communications Server v1.4	IBM	CGI	CGI	CGI	Substitution for VTAM
SQL Server Standard v2003	Microsoft	CGI	CGI	CGI	
3270 Mainframe Emulation	Various	CGI	CGI	CGI	
Data Junction v7.55 Web Intelligence v5.1.9	Various	Maricopa	CGI	CGI	
AMS Advantage v2.1.1 Financial Management Extended Purchasing DS/Designer infoAdvantage	CGI	Maricopa	CGI	CGI	Maricopa required to remain current on CGI Standard Maintenance through term
Integral HRMS v9.5	n/a	Maricopa	Maricopa	Maricopa	'Only the underlying DB2 database to be ported to CGI environment on same DB2 version as AMS Advantage'..
<p>^{*1} Some of the noted versions of the software above have already been de-supported by the respective vendors and need to be jointly discussed in finalizing the initial environment and associated assumptions.</p>					

3.0 **SERVICES TO BE PERFORMED BY MARICOPA**

3.1 Maricopa will perform the following:

- 3.1.1 Provide any/all available documentation detailing Maricopa application customizations and configuration.
- 3.1.2 Provide primary and secondary point of contact for transition period as well as ongoing operations period. Provide point of contact through which coordination with County's

existing outsourcing vendor can occur during the transition period through termination of that processing relationship.

- 3.1.3 Maintenance of all application userid security from within the AMS Advantage, info Advantage, and any Integral HR application software or maintenance/use of an Integral HR database schema and database.
 - 3.1.4 Problem identification and resolution relating to Maricopa's data, staff, and/or procedures as well as the Integral HR application and/or database beyond the DB/2 environment.
 - 3.1.5 Coordination of the transmission of data through electronic file transfer directly from Maricopa's staff or designated 3rd-party
 - 3.1.6 Ensure all files are transmitted/received in mutually agreed format and a timely manner, sufficiently in advance to ensure processing in the expected job schedule
 - 3.1.7 Assume responsibility for the integrity of all input data delivered to CGI (either online or through batch interfaces) for processing
 - 3.1.8 Provide reasonable advance notice of material change in processing volumes
 - 3.1.9 Application user acceptance testing in support of patches and/or changes prior to production migration
 - 3.1.10 Production application output validation as necessary/associated with application configuration use outside of CGI's purview.
 - 3.1.11 Report printing, distribution, and output handling
 - 3.1.12 Coordinating with CGI operations staff for services, support, and scheduled maintenance through the designated, centralized CGI point of contact.
 - 3.1.13 Parallel processing and/or other methods of validating correct application processing during the Transition and before the final cutover to live operations on the CGI infrastructure
- 3.2 Maricopa will provide and maintain the following:
- 3.2.1 Employee workstation software and other onsite equipment
 - 3.2.2 Software costs not listed or indicated in the Software table above as section 2.4 as licensed or maintained by Maricopa
 - 3.2.3 Adequately-sized communications from the Maricopa WAN (or other end-user locations) to the CGI hosting facility and/or the Disaster Recovery site(s)
 - 3.2.4 Primary and secondary contacts for management intervention, follow-up, and communications regarding CGI services

4.0 DISCRETIONARY HOURS FOR ONE-TIME SERVICES DELIVERED ON TIME AND MATERIALS BASIS

Included one-time pool of 1000 service hours will be applied towards the completion of the following initiatives.

- 4.1 Compatibility release upgrade of AMS Advantage for the Maricopa existing 2.1.1 version to operate with the CGI mainframe system-level software.

- 4.2 Should hours remain and CGI have an active role in establishing an environment for Integral HR, this work or other activities could be mapped against this pool if there are service hours remaining beyond the AMS Advantage compatibility upgrade.

5.0 ADDITIONAL SERVICES AVAILABLE FROM CGI

The following services are not included but may be provided against a separate ongoing pool of available service hours or for additional charges.

- 5.1 Support, development, and maintenance of interfaces to and from AMS Advantage.
- 5.2 Development and migration of AMS Advantage code from CGI or other source to test and then production environment for customer-requested enhancements and/or moderate or low severity patches.
- 5.3 Other business needs including, but not limited to, training, special process consulting such as annual close, and report writing.
- 5.4 Conversion to CGI format, and subsequent storage of, historical data (not residing in the “live” application environments) prior to the onset of the CGI hosting arrangement
- 5.5 Upgrades to AMS Advantage beyond the compatibility upgrade. If CGI makes new versions of environment software in section 2.4 available as part of CGI’s standard mainframe maintenance activities and the County agrees to undertake and fund any requisite compatibility upgrades to the Advantage application, CGI will not charge additional fees for upgrading the environment software and CGI has presumed that all environment software will remain on vendor supported versions throughout the contract term. Furthermore, CGI will have current maintenance in place for all hardware used in the environment.
- 5.6 Ongoing performance/stress testing outside of comparison benchmarking during the Transition

08060 EXHIBIT B-1
ADDITIONAL TERMS AND CONDITIONS

1.0 DEFINITIONS

Capitalized terms used in this Exhibit B-1 will have the meanings given below or in the context in which the term is used, as the case may be.

- 1.1 “Affiliate” of a party means any person or entity that directly or indirectly controls, is controlled by or is under common control with, the party. As used in this definition, “control” means actual or equitable ownership of a majority of the voting securities of an entity (or other securities, partnership interests or means of electing or directing the management of the entity).
- 1.2 “CGI Materials” shall have the meaning set forth in Section 4.1.
- 1.3 “CGI System” means, collectively, all of the components of the infrastructure and computing environment used by CGI to perform the Hosting Services, whether owned by CGI or its suppliers, including the Managed Application(s), CGI or third party facilities, hardware, operating systems, software applications and associated databases, tables, data and documentation and training materials. “CGI System” excludes Managed Application(s) to the extent the Managed Application is a third party product provided to CGI by the County.
- 1.4 “Content” means any information, data, and any other materials placed by the County and/or its customers and/or by CGI on the County’s behalf onto the CGI System.
- 1.5 “Hosting Services” means the physical location, hardware, software and associated operational and support services provided by CGI on the County’s behalf as more fully defined in Exhibit B of the Contract.
- 1.6 “Managed Application(s)” means the proprietary software application(s) listed in Exhibit B that will be hosted and operated for use in providing Hosting Services to the County.

2.0 PERFORMANCE OF THE HOSTING SERVICES

- 2.1 **General.** CGI will perform and provide to the County the Hosting Services described in Exhibit B. Unless and except to the extent the Contract expressly provides otherwise, the County shall use the Hosting Services only for the County’s internal business purposes, not for resale or otherwise for the benefit of third parties.
- 2.2 **Service Levels.** CGI will perform the Hosting Services in a manner that meets or exceeds any applicable Service Levels set forth in Exhibit B of the Contract. For any failure of the Hosting Services to meet or exceed the applicable Service Levels, the County’s remedy shall be as specified in the Contract. Such remedy will be the County’s sole and exclusive remedy and CGI’s sole and exclusive obligation and liability in respect of such failure.
- 2.3 **Use of Third Party Suppliers.** The County acknowledges that CGI may obtain products and services used in providing the Hosting Services from, and otherwise delegate obligations hereunder to, its Affiliates or other third party suppliers. Unless specifically indicated otherwise, CGI shall nevertheless be responsible to the County for performance of the Hosting Services based on the use of such Affiliates or third party suppliers.
- 2.4 **Right to Make Changes to the CGI System.** CGI may make any changes in the CGI System used in performing the Hosting Services that CGI determines in its sole discretion to be necessary or appropriate, including changes in facilities, computer hardware, systems and/or applications software, programming languages, data communications, and location of systems and service equipment. CGI will provide prior 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 County’s use of the CGI System.

3.0 CERTAIN CUSTOMER RESPONSIBILITIES

- 3.1 **County Data and Information.** Whenever CGI's performance of the Hosting Services is dependent upon the County's furnishing CGI with legacy or third party applications, including, without limitation, connectivity, data, documents, information, materials or approvals, the County shall furnish such items in a timely fashion in a reasonable format specified by CGI, or such other format as mutually agreed by the parties in writing. The County is responsible for ensuring that all physical media that the County furnishes to CGI for processing meet 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 County is also responsible for the adequacy and accuracy of all data and information that it furnishes to CGI and the results obtained therefrom. The County warrants that any the County-provided specifications or requirements around which Hosting Services are configured will be in compliance with applicable federal, state and local laws and regulations. The County warrants that it has acquired all necessary licenses and consents from third party vendors for those County-provided items required for CGI to perform Hosting Services hereunder.
- 3.2 **Access to and Use of CGI System.** The County agrees that use of the portion of the CGI System to which access is given for purpose of CGI providing Hosting Services shall be (i) in compliance with the terms of this Exhibit and all applicable federal, state and local laws and regulations and communications common carrier tariffs, (ii) solely for the County's own internal use in receiving the Hosting Services, unless otherwise permitted under the Contract, and (iii) for proper business purposes. The County will not disclose, download, decompile or re-engineer any Managed Application provided by CGI or its licensors and used in the performance of Hosting Services. As part of CGI's security measures, it may assign to the County one or more user or identification codes and associated passwords that will enable the County and its users to access the CGI System. The County 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, its contractors. The County agrees to comply with any rules of operation and security procedures established by CGI for access to and use of the CGI System. The County agrees that neither it nor its employees or agents 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 the County 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 CGI Confidential Information. The County will be responsible for the actions of its employees, agents, and permitted contractors in connection with their access to and use or misuse of the CGI System.
- 3.3 **Content.** The County 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 the Contract and the use of the CGI System pursuant to the this Exhibit 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 County shall not attempt to gain unauthorized access to other computer systems, any application/service for which the County has not paid fees to use, or data and information belonging to others that is also hosted on the CGI System. The County warrants that it will not propagate computer worms, disabling codes or viruses or use the CGI System to make unauthorized entry into any other computer or machine.
- 3.4 **Compliance with Laws.** Except as expressly provided in the Contract, the County shall be solely responsible for ensuring that its use of the Hosting Services will comply with all laws, rules, and regulations and decisions imposed by any jurisdiction in which the Hosting Services are received or used.

4.0 PROPRIETARY RIGHTS

- 4.1 **Ownership.** CGI (or its licensors or suppliers, as the case may be) will retain ownership of all components of the CGI System, excluding any County-provided Managed Application, and all

intellectual property rights in and to the CGI System, and to all other proprietary rights, materials, work products or assets that are employed or developed in providing the Hosting Services, including any successors, updates, extensions, derivatives, translations or enhancements of any of the foregoing (in whole or in part, collectively referred to as the “CGI Materials”). Except as permitted by the Agreement or as CGI may agree in writing in advance, the County will not copy or use any CGI Materials in any way that is not authorized by the Contract. Any permitted copies of the CGI Materials (including derivative works to the extent they incorporate or are based on any CGI Materials) made by or for the County are and will remain the property of CGI (or its licensors). The County will reproduce and include on any permitted copies of the CGI Materials all copyright or other proprietary rights notices or legends that appear on or are otherwise included in the CGI Materials. CGI Materials are considered the Confidential Information of CGI.

- 4.2 **Grant of Limited License to CGI.** The County hereby grants to CGI during the term of the Contract 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 Hosting Services for the County, the County-provided Managed Application(s), and any Content furnished to CGI by or on behalf of the County. As between CGI and the County, the County will retain ownership of all such Content.
- 4.3 **Reservation of Rights.** CGI will not be prevented from using in its business any general ideas, concepts, expressions, know-how, skills and experience possessed by it prior to, or developed or learned by it in the course of, performing the Hosting Services.

5.0 **LIMITED WARRANTY AND REMEDY FOR BREACH OF WARRANTY**

- 5.1 **Services Warranty.** CGI warrants, for a period of thirty (30) days after performance of Services provided on a non-recurring basis, that such Services will be performed in a workmanlike manner consistent with industry standards reasonably applicable to the performance of such Services. If the County believes there has been a breach of this warranty, it must notify CGI in writing within the warranty period stating in reasonable detail the nature of the alleged breach. If there has been a breach of this warranty, then CGI’s sole obligation, and the County’s exclusive remedy, will be for CGI to correct or re-perform, at no additional charge, any affected Services to cause them to comply with this warranty; provided however, if CGI is unable to correct such breach the County may terminate the Contract and seek damages subject to the terms of the Contract.
- 5.2 **Service Level Warranty.** CGI warrants that the Hosting Services will be performed in a manner that meets or exceeds the applicable Service Levels (if any) set forth in Exhibit B-1. If CGI fails to meet the defined Service Levels, CGI’s sole obligation and the County’s exclusive remedy shall be as set forth in the Contract.
- 5.3 **Non-Infringement.** CGI warrants that the County’s access to any CGI-provided Managed Application(s), will not, to CGI’s knowledge, infringe any third party copyrights, patents or trade secrets that are enforceable under the laws of the United States of America.
 - 5.3.1 If a third party brings an action against the County making allegations that, if true, would constitute a breach of this warranty, then CGI will, at its own expense and subject to the provisions of Section 5.4, defend, indemnify and hold the County harmless in such proceeding, and CGI will pay all settlements, costs, damages and legal fees finally awarded.
 - 5.3.2 If such a proceeding is brought or appears to CGI to be likely to be brought, CGI may, at its sole option and expense, either obtain the right for the County to continue to access the Managed Application(s) or replace or modify the Managed Application(s) to resolve such proceeding. If CGI finds that neither of these alternatives is available to it on commercially reasonable terms, CGI may be required to terminate the County’s access, in which case the County will receive a refund of the amounts pre-paid by it for the particular Hosting Services that are not provided as a result of such terminated access.

This Section 5.3 states CGI’s entire obligation to the County and the County’s exclusive remedy with respect to any claim of infringement.

5.4 **Indemnification Procedures.** CGI's indemnification obligations are subject to the County promptly notifying CGI in writing of the claim or action, providing CGI a copy of all materials in the County's possession or control pertaining to the claim or action, cooperating with CGI in defending or settling the claim or action, and allowing the CGI to control the defense and settlement of the claim or action, including the selection of attorneys. CGI will promptly assume the defense of the claim or action at its own expense, and will pay all costs associated with the defense, including reasonable legal fees and expenses, and the amount of any settlement reached or final judgment awarded against the indemnified party. The County may observe the proceeding and confer with the CGI at its own expense, and will have the right to approve any settlement agreement purporting to bind the County; such approval will not be unreasonably withheld

5.4.1 **Exclusions.** CGI is not responsible for any claimed breaches of the foregoing warranties caused by: (i) modifications made to the Hosting Services by anyone other than CGI and its subcontractors working at CGI's direction; (ii) the combination, operation or use of the item with other items CGI did not supply; (iii) the County's failure to use any new or corrected versions of the item made available by CGI; (iv) the County's misuse of the Service; or, (v) CGI's adherence to the County's specifications or instructions.

5.4.2 **Disclaimer.**

CGI DOES NOT GUARANTEE THE ACCURACY OF ANY ADVICE, REPORT, DATA OR OTHER PRODUCT DELIVERED TO THE COUNTY THAT IS PRODUCED WITH OR FROM DATA OR SOFTWARE PROVIDED BY THE COUNTY.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. CGI DOES NOT WARRANT THAT THE HOSTING SERVICES OR ACCESS TO THE CGI SYSTEM WILL BE UNINTERRUPTED OR THAT THE RESULTS OF THE HOSTING SERVICES WILL BE ERROR-FREE.

6.0 LIMITATION OF LIABILITY AND REMEDIES

6.1 **Errors in Processed Data.** The County 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 shall be to reprocess the affected data at no additional charge to the County. If any such results are inaccurate due to the fault of the County, the County shall provide corrected data and CGI shall be paid by the County on a time and materials basis to reprocess the corrected data.

6.2 **Loss of Data.** If the County 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 County upon request.

6.3 **Liability Limits.** ~~Except with respect to the County's obligations to make payments to CGI under the Contract, or as otherwise expressly provided in the Contract, each party's cumulative liability for damages for all claim(s) arising out of or relating in any way to any of the Services (including without limitation, for breach of contract, breach of warranty, for its indemnification obligations, negligence or other tort claim) shall not exceed, in the aggregate, twelve (12) times the average monthly payment made to CGI under the Contract for Hosting Services, or, if the claim arises out of or relates to Services provided on a non-recurring basis (e.g. start up or transition assistance), the amounts paid under the Contract for such non-recurring services.~~

Except with respect to the County's obligations to make payments to CGI under the Contract, or otherwise expressly provided in the Contract, each party's cumulative liability for damages for all claim(s) arising out of or related in any way to any of the Services (including without limitation, for breach of contract, breach of warranty, for its

indemnification obligation, negligence or other tort claim) shall not exceed, in the aggregate, one fifth of the discounted One Time payment made to CGI under the Contract for Hosting Services, or, if the claim arises out of or related to Services provided on a non-recurring basis (e.g. start up or transition assistance), the amounts paid under the Contract for such non-recurring services.

- 6.4 **No Liability for Certain Damages.** In no event shall either party be liable to the other, whether liability arises in contract, tort or otherwise, for any consequential, incidental, indirect, special, exemplary, multiple or punitive damages, regardless of whether it has been advised of the possibility of such damages.
- 6.5 **Acknowledgment.** The limitations of liability set forth in this Section 6 will survive notwithstanding the failure of any exclusive remedy under the Contract.
- 6.6 **Exclusions from Limitations.** The foregoing limitations do not apply to CGI's indemnification obligations under Section 5.3.
- 6.7 **Savings Clause.** The parties agree that the foregoing limitations will not be read so as to limit any liability to an extent that would not be permitted under applicable law.

7.0 **Confidentiality.**

- 7.1 **Confidential Information.** "Confidential Information" means non-public information belonging to or in the possession of a party that is confidential or a trade secret and is furnished or disclosed to the other party under the Contract (including information exchanged in contemplation of entering into the Contract): (i) in tangible form and marked or designated in writing in a manner to indicate it is confidential or a trade secret; or (ii) in intangible form and that either is of a nature that a reasonable person would understand to be confidential or a trade secret or is identified as confidential or a trade secret in a writing provided to the receiving party within thirty (30) business days after disclosure. Confidential Information also includes the Contract, CGI Materials, the CGI System, and any County-provided Managed Application(s), whether or not marked as such.
- 7.2 **Exclusions.** "Confidential Information" does not include any information that, as evidenced by written documentation: (i) is already known to the receiving party without restrictions at the time of its disclosure by the furnishing party; (ii) after its disclosure by the furnishing party, is made known to the receiving party without restrictions by a third party having the right to do so; (iii) is or becomes publicly known without violation of the Contract; (iv) is independently developed by the receiving party without reference to the furnishing party's Confidential Information; or (v) is required to be disclosed under applicable securities, tax or other regulations.
- 7.3 **Standard of Care.** "Confidential Information" will remain the property of the furnishing party, and the receiving party will not be deemed by virtue of the Contract or any access to the furnishing party's Confidential Information to have acquired any right, title or interest in or to the Confidential Information. The receiving party agrees: (i) to hold the furnishing party's Confidential Information in strict confidence, affording the furnishing party's Confidential Information at least the same level of protection against unauthorized disclosure or use as the receiving party normally uses to protect its own information of a similar character, but in no event less than reasonable care; (ii) to limit disclosure of the furnishing party's Confidential Information to personnel having a need to know the information for the purposes of the Contract; (iii) not to disclose any such Confidential Information to any third party; (iv) to use the furnishing party's Confidential Information solely and exclusively in accordance with the terms of the Contract in order to carry out its obligations and exercise its rights under the Contract; (v) not to sell, rent, lease, transfer, encumber, pledge, reproduce, transmit, modify, reverse engineer, compile, disassemble or otherwise use any Confidential Information of the disclosing party, in whole or in part, and (vi) to notify the furnishing party promptly of any unauthorized use or disclosure of the furnishing party's Confidential Information and cooperate with and assist the furnishing party in every reasonable way to stop or minimize such unauthorized use or disclosure.
- 7.4 **Compelled Disclosure.** If the receiving party receives a subpoena or other valid administrative or judicial notice requesting the disclosure of the furnishing party's Confidential Information, the receiving party will promptly notify the furnishing party. If requested, the receiving party will provide reasonable cooperation to the furnishing party in resisting or limiting the disclosure at the

furnishing party's expense. Subject to its obligations stated in the preceding sentence, the receiving party may comply with any binding subpoena or other process to the extent required by law, but will in doing so make every effort to secure confidential treatment of any materials disclosed.

- 7.5 **Return or Destruction.** Upon termination or expiration of this Agreement, the receiving party, at the furnishing party's option, will return or certify as destroyed all Confidential Information of the furnishing party that the receiving party does not possess under a valid license; provided that CGI may retain one (1) copy of all of its work products (including working papers) produced under the Contract for archival purposes.
- 7.6 **Relief.** Each party agrees that if a court of competent jurisdiction determines that the receiving party has breached, or attempted or threatened to breach, any of its confidentiality obligations to the furnishing party or the furnishing party's proprietary rights, money damages will not provide an adequate remedy. Accordingly, the furnishing party will be entitled to seek appropriate injunctive relief and other measures restraining further attempted or threatened breaches of such obligations.

8.0 GENERAL

- 8.1 **Export Control.** Both CGI and the County agree to comply fully with all relevant export laws and regulations of the United States to ensure that no information or technical data provided pursuant to the Agreement is exported or re-exported directly or indirectly in violation of law.
- 8.2 **Third Party Beneficiaries.** There are no intended third party beneficiaries of any provision of the Agreement.
- 8.3 **UCITA.** Notwithstanding anything to the contrary, the parties expressly agree that the provisions of the Uniform Computer Information Transactions Act (UCITA) as enacted under Va. Code Ann. §59.1-501.1 et seq., or as set forth in any other Virginia or other statute of any state, or as may be amended or modified, applicable as of the effective date of this Agreement or thereafter, shall not apply to this Agreement.
- 8.4 **Expiration or Termination Transition Services.** In connection with termination or expiration of the Contract, the County may request CGI assistance in migrating the County's processing being performed by CGI under the Contract to the control of the County. Provided the County is current in its payment to CGI under the Contract, CGI will perform reasonable transition services under a change order or amendment to the Contract for a period of up to six (6) months on a time and materials basis at CGI's then current professional services rates. During the transition period, CGI will provide the County a copy of the County's data in an agreed format, as required for the transition. CGI may provide additional transition services as mutually agreed between the parties. At the end of the transition period, the County will return to CGI any CGI Materials in the County's possession or control and cease all access to the CGI System.
- 8.5 **Assignment.** The County may not assign or otherwise transfer its rights or obligations related to the CGI System without the prior written consent of CGI, which consent will not be unreasonably withheld.
- 8.6 **Non-solicitation.** During the term of the Contract and for twelve (12) months after its expiration or termination, neither party will, either directly or indirectly, solicit for employment or employ (except as permitted below) by itself (or any of its Affiliates) any employee of the other party (or any of its Affiliates) who was involved in the performance of the party's obligations under the Contract, unless the hiring party obtains the written consent of the other party. The actual damages attributable to a breach of the provisions of this Section would be difficult to determine and prove. Accordingly, the parties agree that if either party breaches this Section the breaching party will promptly pay the non-breaching party liquidated damages in an amount equal to the employee's annual salary (including bonuses and incentive compensation) prior to the breach, such sum being a reasonable measure of the damages reasonably anticipated by the parties. The foregoing provision will not prohibit a general solicitation of employment in the ordinary course of business or prevent either party from employing any employee who contacts such party as a result of such a general solicitation or at his or her own initiative without any direct or indirect solicitation by or encouragement from such party.

08060 EXHIBIT B-2

Transition Plan

Overview and High Level Tasks

1.0 Overview

The purpose of this document is to provide Maricopa County, AZ (“Maricopa”) with the overview and high level tasks associated with a transition to CGI Managed Advantage operations. It is understood given Maricopa’s current contract with InfoCrossing, there will be tasks identified as a Maricopa responsibility that will likely be performed by InfoCrossing. Therefore, when referencing Maricopa in this document, we are referring to the County and all of their subcontractors and present providers.

The tasks in this plan are based upon information provided by Maricopa, as well as CGI’s experience implementing, hosting and maintaining AMS Advantage for customers with similar platforms and scope. The tasks will be used as the basis for developing a fully detailed transition plan as one of the key deliverables from the initial planning stage of the transition. Additionally, authorized Maricopa and CGI representatives will establish a mutually agreed upon checklist of go/no-go decision points with which to make the final decision as to cutover. This checklist will include key milestones throughout the transition period as well as the final criteria upon which the cutover decision will be made. The checklist will be reviewed regularly so there are no surprises as the cutover date approaches.

Technical migration of the AMS Advantage 2x product from one site to another involves three main components: software (client customizations to the baseline application layer, and customized interface processes), platform (JCL and Procedure Libraries), and data (database and sequential files). The Managed Advantage transition is geared toward Maricopa’s existing production application successfully and accurately being operational in the CGI Phoenix Data Center (PDC).

Of course, the technical migration is only one (albeit large) part of the overall transition. The remaining elements for a successful transition involve the people and procedures. The Managed Advantage transition takes into account the vast array of operational and procedural elements involved in the successful operations of a critical business area like financial processing and reporting. We begin with planning, involving the definition and documentation of key operational elements like points of contact, escalation, scheduling, monitoring, status reporting, and other procedural items. We then define the operating model between all involved parties. Lastly, we include both mock cutovers as well as a parallel processing period. This method of transition gives everyone the comfort level that the cutover will be smooth and that the processing in the new environment is accurate.

More information about each of the transition areas is explained below. Sections two and three outline the general concepts, followed by the high level task areas and some of their critical components. Validation of and assigning timeframes to these tasks will be the basis of the transition plan defined at the beginning of the effort.

2.0 Software

The Maricopa version of the AMS Advantage software requires a compatibility release upgrade for the transition to be successful. In order to allow AMS Advantage 2x application software to run on multiple platforms with minimal changes, all database I/O’s and operating system calls are coded using standard calls to Enterprise Server routines rather than using native access. This layer of the software will be upgraded to allow for system-level compatibility.

The existing Maricopa AMS Advantage mainframe application layer software (i.e. COBOL code, COPY members, CRTGEN’s) will be ported into the appropriate CGI environment, along with any custom interface software. Platform and software release-specific updates to source and JCL will be made to this layer of the software to allow for its compatibility with the CGI system software release levels. All application layer software and custom interface software will be compiled and linked, completing the software compatibility upgrade component.

Following the installation and updating of all software layers and elements, testing occurs to validate that the elements are each working independently and collectively.

3.0 Platform

The Maricopa JCL and procedure libraries will be loaded and then modified for the Maricopa CGI environment where and as needed both for CGI as well as CGI system-software compatibility. The custom interface software will be integrated as well. Given that the existing Maricopa platform will remain the underlying platform and we are simply applying a system software compatibility upgrade, it is not expected there will be a significant change in the processing software. The changes will likely be syntactical in nature. This will comprise the platform customization component of the platform migration.

Once the platform migration is complete, the testing can begin on the batch processing elements of the application.

4.0 Data

Since the structure of application data is not changing (DB2 tables are used in both environments), data conversion beyond the compatibility upgrade should not be necessary. Data will be transferred to the CGI environment and upgraded via standard DB2 and CGI processes to be compatible with the newer release of DB2. Sequential files will be ported over, and updated as necessary for compatibility with CGI system-level software. This will comprise the data component of the transition.

Once the data is successfully updated, full system testing can begin. The software, JCL, and data will be validated as working collectively to appropriately process Maricopa's financial transactions. Testing will include several nightly, monthly, quarterly and other periodic processing runs, as well as online transaction processing. Backups of Maricopa's data from InfoCrossing will be requested throughout the testing process. These backups can include various processing points, which will be used to conduct system testing, possibly user acceptance testing, and ultimately parallel testing.

Furthermore, as part of data migration, CGI will support migration of the Integral HR database from InfoCrossing to the CGI environment on the identified DB2 version. CGI will execute Maricopa provided scripts to recreate the Integral HR database schema and load the provided data into the schema. Testing of the populated database and/or resolution of any issues CGI may identify with the scripts will be the responsibility of Maricopa.

5.0 Procedures

Once the CGI procedures are written, testing will be performed to validate that connectivity, file transfer and printing and other procedures are successful. Such testing will involve tapes, 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 users in Maricopa. This testing will include online processing, job scheduling and offline processing, as well as output verification and distribution.

Mock cutover activities will be performed, validating the procedures, data, source, and operational elements involved in that process. The mock cutover is a way to "test" the final stages of the transition to validate that all elements have been correctly considered. Following the mock cutover period(s), a parallel processing period will commence. This processing window allows key system stakeholders to validate that processing in the InfoCrossing environment is being accurately processed (in a similar or expected fashion) in the CGI environment.

The final step is the actual cutover to production on the CGI environment. A go/no-go decision meeting will take place in the days before the anticipated cutover. Authorized Maricopa and CGI representatives will attend this meeting, review the previously established and mutually agreed upon checklist of go/no-go decision points, and make the final decision as to cutover. Once a "go" decision is reached, the cutover plans will be executed culminating with a final "authorization to proceed" from Maricopa to CGI. At this point the cutover will be deemed complete (and successful)!

6.0 General Terms and Assumptions

General Terms and Assumptions**CGI Transition Services Overview**

- The purpose of the transition is to validate Maricopa's needs are considered, addressed, documented, and correctly implemented within the CGI managed infrastructure and application environment. This includes appropriate access to necessary environments, as well as validation that all components are functioning correctly and are production-ready. These include, but are not limited to, batch schedules and notifications, application and infrastructure monitoring and notifications, and backup scheduling.
- CGI will assume responsibility for maintenance and support of environments. This includes assimilation and transition from Maricopa (and/or InfoCrossing) to CGI staff as appropriate.
- Maricopa and CGI will define and document mutually agreed upon escalation and call out procedures, including responsible parties.
- CGI will apply a *compatibility* release upgrade of AMS Advantage for the Maricopa existing 2.1.1 version to operate with the CGI mainframe system-level software (using the included pool of hours from our proposal). Versions of the software that will be supported are listed in the Software Table from our proposal.
- Currently the Transition is projected as initial (three) months of the engagement, including lead time to provision communications/connectivity, Maricopa confirmation of approval for CGI's use of specific 3rd party software, port of Maricopa's AMS Advantage application and Integral HR DB2 database to CGI's hosting center, and jointly prescribed testing.
- CGI's planning will use standard project planning tools, including management by a CGI Managed Advantage project manager; preparation, planning and regular status meetings conducted with Maricopa; all performed using a project plan with target timelines for critical tasks.

CGI's general assumptions for the transition are noted below.

- All steps are performed by CGI, with the assistance of Maricopa as needed, unless noted otherwise.
- Most, if not all, of the planning steps can be performed in parallel. The implementation order and dependencies is generally noted in the tables below and will be specifically defined during the initial stage of the transition planning activity.
- Provisioning of circuits and any hardware/software procurement is expected to begin immediately after contract signing given the potential for lead time requirements with outside vendors of 60-90 days+.
- General planning is expected to be complete within the first 30 days of the transition, culminating with a well-defined transition project plan complete

with dates, dependencies, and responsible party as well as the definition of the go-live checklist, including transition milestones.

- Installation and installation testing, as well as the majority of the compatibility release upgrade, is expected to occur within the first 60-75 days of the transition. However, this could change depending on the results of the planning exercise.
- The final 30 days of the transition are expected to be validating all pieces are in place and the execution of the initial mock cutover.
- The overall Maricopa engagement will be broken into three distinct components:
 - Transition Period - including the elements described immediately below and in section 7, lasting for an estimated ninety days, beginning with planning and concluding with the initial mock cutover.
 - Parallel Processing Period – beginning immediately after the initial mock cutover, a period of parallel processing of a mutually agreed upon duration will occur. Additional mock cutovers may be performed during the parallel processing period if/as mutually determined to be required. The parallel processing period will conclude with a final (production) cutover, at which time Maricopa will be live on CGI processing for all business transactions. More details of this period can be found in section 4.
 - Production Operations – following the production cutover CGI assumes production steady state operations. The documentation and procedures defined and validated during the preceding two periods (and outlined in sections 7) will be in place and modified as mutually agreed upon during the remainder of the engagement.

7.0 **Transition Steps to be Performed**

Transition Steps [JOINT responsibility unless noted otherwise]

Network Design, Installation, and Testing

- Define required network elements, including circuit(s), as well as configuration
- Provision required circuit(s) [Maricopa]
- Procure any required network hardware for Maricopa site [Maricopa]
- Procure any required network hardware for CGI's PDC [CGI]
- Install network elements, including circuits [respective entity for their site]
- Test all connectivity points

Transition Steps [JOINT responsibility unless noted otherwise]**Environment Elements Gathered**

- Identify all mainframe environment elements (source, data, configuration settings, documentation) required for AMS Advantage and Integral HR's DB2 database
- Identify all server environment elements required for AMS infoAdvantage
- Identify all other available related documentation and/or information regarding the environmental setup
- Collect from InfoCrossing and/or Maricopa, and transport to CGI all elements identified above [Maricopa]

Mainframe AMS Advantage Environment Setup

- Define required environment configuration to support AMS Advantage 2.1.1. This includes but is not limited to regions, printer setup for printing from the CGI mainframe to Maricopa printers, CICS, Desktop access, scheduling, and backup processes.
- Define naming and other conventions for use by Maricopa, including Netview Access
- Setup all required configuration defined above [CGI]
- Install AMS Advantage software [CGI]
- Perform compatibility release steps [CGI]
- Perform updates to required jobs for PDC vs infoCrossing execution [CGI]
- Perform installation/compatibility testing
- Define and perform user acceptance testing [Maricopa]

Mainframe Integral HR DB2 Environment Setup

- Obtain and review all available documentation/information regarding the Integral HR database and associated scripts or backups for recreation of the underlying database.
- Define required backup processes.
- Recreate and restore the Integral HR DB2 database at CGI [CGI]
- Resolve any script or restoration issues specific to the Integral HR database [Maricopa]
- Define and perform user acceptance testing [Maricopa]

infoAdvantage Server Environment Setup

- Define required configuration. This includes but is not limited to printer setup

Transition Steps [JOINT responsibility unless noted otherwise]

for printing from the CGI server(s) to Maricopa printers, scheduling, and backup processes.

- Define naming and other conventions for use by Maricopa, including access
- Setup all required configuration defined above [CGI]
- Install AMS infoAdvantage software [CGI]
- Perform compatibility release steps as required [CGI]
- Perform updates to required elements for PDC vs Maricopa execution [CGI]
- Perform installation/compatibility testing
- Define and perform user acceptance testing [Maricopa]

User Access Design, Implementation, and Testing

- Identify and define required unique user groupings, and their included user list. This includes all types of users (e.g., end users, FTP users, interface users)
- Establish user groups and users to relevant environment(s) (mainframe, server) [CGI]
- Validate user groups and user ids [Maricopa]

Operations Setup

- Define job processing requirements and schedule. This includes the timing, dependencies, and expected outcome of each job within each of the batch schedules.
- 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.
- Define interface and reporting access/distribution requirements
- Coordinate the transmission of data through electronic file transfer directly from Maricopa's staff or designated 3rd-party providers and/or interfacing entities. [Maricopa]
- Define monitoring, remediation, escalation, and help desk procedures [CGI]

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. [CGI]
- Identify source libraries, data stores, and tapes for inclusion in production cutover activities

Transition Steps [JOINT responsibility unless noted otherwise]

- 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
- Define source load processing steps, order, dependencies, validation requirements, and backout procedures.
- Create test plans for cutover testing
- Create test plans for user acceptance testing [Maricopa]
- Define detailed parallel processing requirements. This includes, but is not limited to, determining how duplicate online data entry will be handled and how successful parallel processing will be validated.
- Perform the initial mock cutover to validate plans and procedures.

8.0 **Production Prep and Cutover Steps to be Performed**

Production Prep and Cutover Steps [JOINT responsibility unless noted otherwise]

Parallel Processing and Production Cutover

- Perform additional mock cutover(s) as mutually determined to be necessary to validate plans and procedures
- Perform final mock cutover, remaining “in production” and running parallel for pre-defined mutually agreed upon period of time
- Make adjustments to implementation if/as needed for correct processing
- Perform user acceptance testing, possibly via parallel production operations only (so as not to corrupt data for parallel validation) [Maricopa]
- Determine if final production cutover should be repeated, or if parallel operations should continue as true production (rather than a repeat cutover)
- Parallel Processing shall be a period of one (1) month
- Final official go/no-go decision
- Perform Production Cutover

Post-Cutover Steps

- Validate all required source (code, data, documentation, and any other elements for the successful processing of Maricopa business transactions) is in place with CGI
- Request removal of all Maricopa data from InfoCrossing [Maricopa]
- Cease operations with InfoCrossing [Maricopa]

Production Prep and Cutover Steps [JOINT responsibility unless noted otherwise]

- Begin full production operations with CGI based on transition planning documents

9.0 **Transition Deliverables*****Transition Deliverables***

Listed below are key deliverables and target timeframes for the Maricopa transition process, which may be subject to change based on the detailed planning exercise and final transition plan. Please note that transition start assumes CGI has been provided with access to necessary information (application code, configuration, etc.) to evaluate and plan the correct transition approach.

- Naming Conventions, User Groups, Environment Variables (e.g., library names) – within 2 weeks of transition start
- Transition Plan – initial plan within thirty days of transition start
- Go-Live Checklist – initial draft within thirty days of transition start
- Environment Configuration – initial draft within thirty days of transition start
- Installation Test Plan – initial draft within thirty days of transition start
- Installation Test Results – within sixty days of transition start
- Cutover Plan – initial draft four weeks before initial mock cutover
- Cutover Test Plan – initial draft three weeks before initial mock cutover
- Processing Schedule – initial draft two weeks before initial mock cutover
- Operational Procedures – initial draft two weeks before initial mock cutover

08060 EXHIBIT B-3 Service Level Agreement

1.0 OVERVIEW

1.1 Service Level Framework for CGI Performance.

Exhibit B1-1 outlines the basic Managed Advantage framework for measuring CGI performance against this Service Level Agreement.

Exhibit B1-1: CGI Performance Framework for Service Level Agreement

Service Level Performance	Implication
Expected Performance	Above Minimum Service Level <i>Ex: 99%+ AMS Advantage Application Availability</i>
Below Minimum Service Level	Service Credit issued to Client <i>Ex: 97% AMS Advantage Application Availability</i>

1.2 Standard Definitions.

The following definitions relate to this Service Level Agreement and the associated Service Level Metrics

1.2.1 “AMS Advantage Application Availability” – The AMS Advantage application is considered available when a properly configured computer is capable of successfully executing a standard online Screen transaction 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 and measurement will be within the Point of Demarcation.

1.2.2 “AMS Advantage Batch Execution Time” – The time required for the AMS 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.

1.2.3 “Availability Percentage” is the percentage of scheduled time the respective production application is available to users during the defined Hours of Operation. Availability Percentage is calculated by taking the “planned minutes available per month (PMA)”, subtracting “minutes not available per month (MD)”, and dividing that result by “planned minutes available. Equation: $(PMA - MD) / PMA$.

For example, if the monthly planned Hours of Operation are every day, Monday to Friday from 6:00 a.m. to 7:00 p.m. and Maricopa experienced three (3) hours of unavailability during the month of January, then the mathematical representation would be:

$$PMA = 22.5 \text{ days/month} \times 13 \text{ hours/day} \times 60 \text{ minutes/hour} = 17550 \text{ minutes/month}$$

$$MD = 3 \text{ hours/months} \times 60 \text{ minutes/hour} = 180 \text{ minutes/month}$$

$$\text{Availability Percentage} = (PMA - MD) / PMA = (17550 - 180) / 17550 = 98.97\%$$

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 Maricopa is responsible (to be jointly determined and documented) will be considered scheduled

outages as well for this calculation. MD includes unscheduled outages associated with a Critical Issue reported by either party. This excludes incidents not attributable to CGI and/or causes for which CGI is not independently accountable.

- 1.2.4 “Batch Processing Time” is the target amount of time required to complete mainframe System batch processing after receipt of all files and requisite inputs from Maricopa such that the mainframe System can ultimately be in a position to resume AMS Advantage Application Availability. For purposes of calculating Batch Processing Time, the mainframe System executes defined batch jobs including backups or other scheduled system maintenance activities. The associated Service Metric is calculated as a percent 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 10 pm to 5am daily and ran over 3 hours in total during the month of January, then the mathematical representation would be:

$$\begin{aligned} \text{TNM} &= 31 \text{ days/month} \times 7 \text{ hours/day} \times 60 \text{ minutes/hour} = 13020 \text{ minutes/month} \\ \text{BMD} &= 3 \text{ hours/months} \times 60 \text{ minutes/hour} = 180 \text{ minutes/month} \\ \text{Batch Processing} &= (\text{TNM} - \text{BMD}) / \text{TNM} = (13020 - 180) / 13020 = 98.16\% \end{aligned}$$

- 1.2.5 “Hours of Availability” for online access to the System and environment(s) are from 6am-7pm Arizona time, Monday through Friday, excluding CGI holidays (except as noted below). Occasional weekend and off-hours availability to be provided by CGI if requested reasonably in advance.

CGI holidays are New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the Friday immediately following, and Christmas Day. Support for batch processing and application availability can be provided on these holidays, if requested reasonably in advance.

- 1.2.6 “Infrastructure Availability” is considered when the servers/mainframe/3rd party software not specific to the System and under CGI's control in the provision and operation of Maricopa’s production environments are reported as up and available by the system monitoring tools employed by CGI.

- 1.2.7 “Internal Response Time” is the time between the display of consecutive interactive screens for the mainframe System after a CICS production user presses the enter key. Measurement is based on terminal attached transactions only within the Point of Demarcation (excluding any circuit or network latency outside of CGI’s data primary center).

Calculation is: $(\text{Transactions within Service Level} / \text{Total CICS Transactions}) * 100$

- 1.2.8 “Issue” is a material deviation of the System to function per its baseline specifications. An Issue can also be associated with the underlying environment/infrastructure if it is impacting the Environment Metrics. Issues will be initially classified by the party identifying the Issue in accordance with the Issue Severity definitions defined 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 the coordinated effort defined in paragraph 1.2.10.

- 1.2.9 “Issue Priority” is the priority of any Issue, as assigned by Maricopa. 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”.

1.2.10 “Issue Severity” is the severity assigned to all Issues, as ultimately managed by CGI with input from Maricopa. After initial assignment by the reporting party, this assignment is made 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 B1-2, which correspond to the AMS Advantage Standard Maintenance Agreement, apply.

Exhibit B1-2: AMS Advantage Standard Maintenance Issue Severity Definitions

Severity	Definition
1 - Critical	<p>A problem causing critical impact to the client’s business operation, and no workaround is immediately available. Use of the System can not continue. Resolution efforts begin upon notification and continues until resolved. If resolution requires a software correction, it is delivered as soon as resolved.</p> <p>Example : The Business is Down and Inoperable</p>
2 - Serious	<p>A problem causing significant impact to the client’s business operation, 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 client’s business operations. Work begins after Priority 1 Issues are resolved. If resolution requires a software correction, it is made available as soon as resolved.</p> <p>Example: Major Operations of the Business are either Down and Inoperable while some can continue</p>
3 - Moderate	<p>A problem that impairs some functionality, but a practical workaround exists such that there is not a material impact to the client’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.</p> <p>Example: One or more business process are impacted, either in timeliness or available, but the business is operational</p>
4 - Minor	<p>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 next major release if reported prior to release cut-off date.</p> <p>Example: There are some issues with the normal processing, but the business is operational</p>

1.2.11 “Live Date” means the date the System goes into production and is in use by Maricopa as its primary processing system.

1.2.12 “Measurement Interval” is the period of time over which a given Service Level Metric is measured for purposes of determining performance. Measurement Interval is monthly unless stated otherwise.

- 1.2.13 “Minimum Service Level” is the level below which is considered a failure in CGI performance, which will result in Service Credits awarded to the client by CGI.
- 1.2.14 “Point of Demarcation” is the point(s) at the CGI data center in which the System is operating where all related infrastructure is solely under CGI’s purview and management. This is typically the border router where network traffic transitions from dedicated circuits to the CGI managed network at the CGI data center.
- 1.2.15 “Scheduled Maintenance Period” is anytime when planned maintenance is to be performed on the System. The standard mainframe Scheduled Maintenance Period is Saturday from 11pm ET to Sunday at 7am ET, though scheduled maintenance is generally not planned every week. The standard server Scheduled Maintenance Period is Friday from 7pm ET to Sunday at 7pm ET the second weekend of each month, though generally not lasting the entire period.
- 1.2.16 ~~“Service Credits” are credits of a portion of the monthly fees paid by Maricopa to CGI as a result of a failure to achieve the specified Minimum Service Level for a specific Service Metric. The Service Credit is equal to the ongoing monthly fees multiplied by the Service Penalty for the respective Service Metric. This amount is issued as a reduction in the next month’s fees following the month in which the Minimum Service Level was not achieved. Additional details and limitations on this calculation are defined in section 1.5.~~
- “Service Credits” are credits of a portion of the monthly fees paid by Maricopa to CGI as a result of a failure to achieve the specified Minimum Service Level for a specific Service Metric. The Service Credit is equal to the ongoing monthly fees multiplied by the Service Penalty for the respective Service Metric. Service Credits will accrue and be reconciled annually. Credits may be applied to outstanding invoices or pending services. Any balance at the end of the contract term (including any subsequent renewals after the original term) would be refunded to the County. Additional details and limitations on this calculation are defined in Section 1.5.**
- 1.2.17 “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.
- 1.2.18 “Service Metrics” are the specific units of measure mapping to Maricopa’s business objectives for which Service Levels are established.
- 1.2.19 “Service Penalty” is the amount for each Service Metric that is factored against the monthly fees for purposes of calculating any Service Credits relative to the applicable Service Level(s) during a given Measurement Interval.
- 1.2.20 “System” is the baseline AMS Advantage production application, including the mainframe AMS Advantage Financial Management application and the AMS info Advantage reporting subsystem.
- 1.2.21 “Total Planned Uptime” refers to the total minutes in the month 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 calendar month being measured.
- 1.2.22 “Total Uptime” refers to the total minutes in the month of actual Infrastructure Availability. Total Uptime does not include unscheduled outages (or downtime), which are determined by incidents reported by either Party, excluding incidents not attributable to CGI and/or causes for which CGI is not independently accountable. Availability will be based solely on performance of CGI’s responsibilities.

Unavailability requested or induced by the client, or caused by components for which the client is responsible will be considered planned outages.

- 1.2.23 “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).

1.3 Scope of Applicability

- 1.3.1 The Service Metrics and 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 AMS Advantage application. With the exception of the Environment Metrics for interfaces being operated in the CGI managed environment, the Service Metrics are not otherwise applicable to any interfaces to/from the System.
- 1.3.2 The Service Metrics and associated Service Levels apply to the production environment and use of the production system. 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 Maricopa. However, other unrelated incidents will be considered as separate events and aggregated with respect to measuring performance against each Service Metric and associated Service Levels.
- 1.3.3 At the start of the twelve- (12-) month period following the Effective Date of this Exhibit B1 (each such twelve- (12-) month period being a “Contract Year”) and then every six (6) months thereafter throughout the Term, Maricopa and CGI will mutually agree in writing upon a processing schedule that supports Maricopa’s business needs and identifies any times/days where the System and CGI’s services defined herein apply and do not apply, including Maricopa special processing periods, holidays, maintenance windows, etc. As part of this effort, the Applicability Factors (as set forth in Exhibit B1-3) for the Service Metrics will also be reviewed. Any adjustment to the Applicability Factors or material impact to changes in the processing calendar will be handled via the change control process.
- 1.3.4 Every effort is to be made by Maricopa and CGI to coordinate Scheduled Maintenance Periods at least thirty (30) days in advance. Exceptions may be needed if a situation arises that puts achievement of the target Service Metrics and associated Service Levels at risk, hence jeopardizing expected operations of the System. Such maintenance shall be timed to coincide with times of minimal traffic or use for Maricopa. 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 Maricopa and Maricopa has approved such action in writing. Scheduled Maintenance Periods under these circumstances can not be associated with an Issue or a situation that CGI could have reasonably been expected to mitigate within CGI’s boundaries of responsibility under this agreement.
- 1.3.5 Maricopa suspends any specific Service Metric and associated Service Level that will subsequently not be met due to Maricopa failing to perform its responsibilities. CGI performance against any suspended Service Metric and associated Service Level will be reinstated once the corresponding activity has been performed. Maricopa agrees to hours of availability 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. If Maricopa County

is found to be the source of an outage, then the time lost due to their actions will be subtracted from the Total Planned Available Time and that new total will be used for the monthly metric.

- 1.3.6 Any events or situations affecting the System for which CGI is not solely responsible will not be counted towards CGI's ability to achieve the Minimum Service Level(s) associated with the respective Service Metric(s). Once CGI makes available a fix or correction to remediate an Issue impacting one or more Service Metrics, 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 Maricopa 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, CGI will again be subject to measurement of non-conformance against the Service Metric, upon notification by Maricopa to CGI or acknowledgement by CGI to Maricopa of the new or continued situation (e.g. 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.
- 1.3.7 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. Reporting and calculations will be reinstated once operations resume at the primary CGI data center or a replacement primary site.
- 1.3.8 The initial Measurement Interval for purposes of calculating Service Credits begins with the first full month ninety (90) days after the Live Date, however Service Metric and Service Level reporting begins on the Live Date. Notwithstanding the absence of Service Credits during this period, CGI will continue to remain subject to all its other obligations as set forth in this SLA.

1.4 SLA Management

- 1.4.1 CGI shall implement and utilize its current measurement and monitoring methods, tools, and procedures to measure and report CGI's performance of the Services relative to the applicable Service Levels to the extent necessary to produce a monthly report. Any additional reporting or measurement shall be subject to the change control process.
- 1.4.2 The monthly report will be delivered in tandem with CGI's invoice for Services. The report measures and documents the performance of CGI's Services relative to the Service Levels and Maricopa's usage of Services. The report details the Service Metrics relative to the Service Levels, the actual measured level of performance for each Service Metric, and any resulting monthly Service Credits.
- 1.4.3 In all cases, CGI will be responsible for measuring Service Levels and calculating appropriate Service Credits for the parties in accordance with the Service Level Agreement.

1.5 Service Level Metrics

Exhibit B1-3 outlines the specific Service Metrics, the associated Applicability Factors Service Penalties, and Minimum Service Levels by which they will be measured.

- 1.5.1 Below the identified Minimum Service Level, Maricopa would be entitled to the associated percentage of the monthly fees as a Service Credit against current monthly fees, capped and not to exceed 15% of the monthly fees for any and all failures during the month 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.

1.5.2 Exhibit B1-3: Service Level Metrics

Service Metric	Applicability Factors	Service Penalty	Minimum Service Level
Environment Metrics			
Infrastructure Availability (Operating System/CICS)	Uptime Percentage	10%	99.9%
Internal Response Time (CICS)	Internal Response Time	3%	2 seconds or less average for 95% of transactions
Application Metrics			
AMS Advantage Application Availability	Availability Percentage	5%	99%
AMS infoAdvantage Application Availability	Availability Percentage	3%	99%
AMS Advantage Batch Execution Time	Batch Processing Time	5%	99%
Response Time Metrics ^(1, 2)			
Critical	Issue Severity	5%	Target Status Update: 60 minutes Target Workaround or Resolution for Infrastructure Issues: 4 hours Target Workaround or Resolution for AMS Advantage Application Issues: 8 hours
Serious	Issue Severity	3%	Target Status Update: 2 hours Target Workaround or Resolution for Infrastructure Issues: 8 hours Target Workaround or Resolution for AMS Advantage Application Issues: 16 hours
Moderate	Issue Severity	3%	Target Status Update: upon request Target Workaround or Resolution for Infrastructure Issues: 24 hours Target Workaround or Resolution for AMS Advantage Application Issues: 24 hours during days applicable under Hours of Availability
Minor	Issue Severity	n/a	Target Status Update: upon request Target Workaround or Resolution: 5

Service Metric	Applicability Factors	Service Penalty	Minimum Service Level
			business days
Disaster Recovery Targets			
Recovery Time Objective (RTO)	n/a	8%	Within 2 business days of a declaration of disaster
Recovery Point Objective (RPO)	n/a	8%	No greater than 1 business day loss of data
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	1%	Within 1 business day of receipt of request
User Profile Disabled	n/a	4%	Within two business hours of receipt of request

General Metrics			
AMS Advantage non-production database populated from production ⁽³⁾	n/a	2%	Within 2 business days of receipt of request
Critical/Serious production code migration ⁽⁴⁾	n/a	2%	Within 1 business day of receipt of request
Moderate/Minor production code migration			Within 3 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 Severity. Should an incident arise that can not reasonably be addressed within the Target timeframe, 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 Maricopa gives notice to CGI via the contact point, as described in Exhibit B.
- (3) Will be undertaken with priority as soon as possible upon receipt of such requests if associated with resolution of critical or serious incidents.
- (4) Will be undertaken for same night batch processing whenever relevant and reasonable.

AMENDMENT No. 1
 To
Hosting and Support Services
CGI/AMS Advantage General Ledger System
 Between
 CGI Technologies Inc
 &
 Maricopa County Arizona

WHEREAS, Maricopa County, AZ (“County”) and CGI Technologies and Solutions Inc. (“CGI”) have entered into a Hosting and Support Services, CGI Advantage General Ledger System dated November 8, 2008 (“Agreement”), County Contract No. C-73-09-030-3-00.

WHEREAS, County and CGI have agreed to further modify the Agreement by changing certain terms and conditions;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows;

Section 4.5, Termination for Convenience - Add the following sentence:
 In the event the Hosting component of the Contract is terminated for convenience at the County’s request by providing 24 months prior written notice, the balance of the prepaid fees minus the applicable discount will be refunded to the County.

Section 4.6.3 Termination for Default – Replace entire section with:
 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any cost in excess of the original contract pricing before discounts incurred by the County in procuring materials or services in substitution for those due from the Contractor, subject to any limitation provide under this Contract. Should the Contract be terminated for default, Contractor shall also return the balance of the prepaid fees minus the applicable discount will be refunded to the County.

Exhibit A Pricing – Amend as:

1.1 Sixty-two (62) Months Hosting Fees @ \$58,280/month	\$3,613,360
1.4 Annual Maintenance on AMS Advantage Application Per Year (Includes Tax)	\$ 139,698
1.5 Discount for Up Front Payment of 62 Months of Hosting Fees Discount = \$300,000 – Business Objects license \$27,000 & Passport 50 User License of \$14,983	\$ 258,017
One Time Upfront 62 Month Hosting Fee Including Discount	\$3,355,343

Payment is due thirty (30) days after invoice.

* Upfront discount of \$300,000 is reduced by \$27,000, the cost of Business Objects License for 50 additional users. Business Objects License is added to the Master License and Services Agreement via Amendment 3. In addition, an additional 50 Passport user licenses at \$2900/year for 62 months reduces the upfront discount by \$14,983.

Exhibit B-1 Additional Terms and Conditions

6.3 Liability Limits – Replace entire section with

Except with respect to the County's obligations to make payments to CGI under the Contract, or otherwise expressly provided in the Contract, each party's cumulative liability for damages for all claim(s) arising out of or related in any way to any of the Services (including without limitation, for breach of contract, breach of warranty, for its indemnification obligation, negligence or other tort claim) shall not exceed, in the aggregate, one fifth of the discounted One Time payment made to CGI under the Contract for Hosting Services, or, if the claim arises out of or related to Services provided on a non-recurring basis (e.g. start up or transition assistance), the amounts paid under the Contract for such non-recurring services.

Exhibit B-3 Service Levels

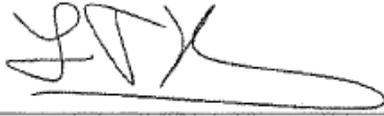
1.2.16 Service Credits – Replace entire section with:

"Service Credits" are credits of a portion of the monthly fees paid by Maricopa to CGI as a result of a failure to achieve the specified Minimum Service Level for a specific Service Metric. The Service Credit is equal to the ongoing monthly fees multiplied by the Service Penalty for the respective Service Metric. Service Credits will accrue and be reconciled annually. Credits may be applied to outstanding invoices or pending services. Any balance at the end of the contract term (including any subsequent renewals after the original term) would be refunded to the County. Additional details and limitations on this calculation are defined in Section 1.5.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

INWITNESS WHEREOF, this Amendment is executed on the date executed.

CGI TECHNOLOGIES AND SOLUTIONS INC.



Authorized Signature

5/26/09
Date

Larry Honarvar, VP Consulting Services
Printed Name and Title

CGI Inc.
11325 Random Hills Rd
Fairfax, VA 22030
Address

MARICOPA COUNTY



Authorized Signature

5/27/09
Date

Wesley L. Reysinger
Printed Name and Title

320 W. Lincoln St., Phoenix 85003
Address

AMENDMENT No. 2
To
Hosting and Support Services
CGI/AMS Advantage General Ledger System
Between
CGI Technologies and Solutions Inc.
&
Maricopa County Arizona

WHEREAS, Maricopa County, AZ ("County") and CGI Technologies and Solutions Inc. ("CGI") have entered into a Contract for Hosting and Support Services, CGI Advantage General Ledger System dated November 18, 2008 ("Agreement"), County Contract No. C-73-09-030-3-00.

WHEREAS, County and CGI have agreed to further modify the Agreement by changing certain terms and conditions;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows;

Add the following sections to Exhibit B:

Section 2.3.3.3

For purposes of disaster recovery (DR) connectivity between Maricopa and CGI's DR site, which can change for each annual test as well as for an actual declared disaster, CGI shall provide to Maricopa:

1. IP addresses for the DR site no less than 3 days prior to the exercise and/or within 24 hours after a declaration
2. Termination appliance at the DR site (VPN Concentrator) as well as an additional 1.5MB of bandwidth to support the site-to-site VPN connectivity
3. Network personnel to establish the site to site tunnel in conjunction with Maricopa network personnel
4. Initial planning and tabletop review activity with Maricopa to go through specific requirements on how the VPN tunnel will be built including identification of routes and firewall rules on both sides that will be required to accommodate traffic
5. Coordination between CGI, SunGard, and Maricopa to implement the plan, including network switchover and testing, opening and testing firewall ports and security, and configuring, testing, trouble-shooting, and documenting the setup of the site-to-site VPN

Section 2.3.3.4

For disaster recovery connectivity, Maricopa and CGI agree that:

1. Connectivity establishment testing will take place at the beginning of each annual exercise.
2. Network personnel from Maricopa will be available during the DR exercise as required including, but not limited to, initial establishment of the site to site VPN tunnel each year at the annual exercise and as required throughout the annual exercise as well as in the event of and during an actual declared disaster.
3. Maricopa will provide a VPN capable appliance at their site that is compatible with the CGI-provided equipment at the DR site.
4. Maricopa will be responsible for ensuring that they have the ability to duplicate the functionality that exists on their private circuit on the site to site VPN including the ability to redirect their traffic as required to the DR site over the site to site VPN tunnel.
5. Annual circuit test will be in conjunction with the DR exercise, the first of which will be in support of the 2010 DR exercise presuming a decision is made far enough in advance to allow for the acquisition, configuration and testing of all the equipment.

Section 2.3.5 CGI Phoenix Data Center SAS70 Report

CGI will appoint an external auditor who shall perform an annual SAS 70 Type II (SAS70) audit for the Phoenix Data Center regarding CGI's baseline internal controls and framework that CGI applies, on a common basis, to the provision of infrastructure services to its outsourcing clients. CGI shall provide to Maricopa County, within 30 days of CGI receipt, the final SAS70 report for the Phoenix Data Center from the external auditor. This section 2.3.5 shall apply in each year throughout the Term when the respective SAS70 audit is performed. Any follow-up or additional activities required of CGI by Maricopa County will be limited to the Services provided to Maricopa County by CGI in the Phoenix Data Center and may be subject to a Change Order. Maricopa County agrees to preserve the confidentiality of the provided SAS70 report per the confidentiality terms of the Agreement.

Exhibit A Pricing – Amend as:

- | | | |
|-----|---------------------------------------------------------------|---------------|
| 1.7 | One-time DR connectivity network design and implementation | \$3500 |
| 1.8 | Annual DR connectivity equipment, including setup and testing | \$3000 / year |

CGI will waive the ongoing annual DR connectivity charges identified in the amendment to Exhibit A (section 1.8 above) through Dec 31, 2012. CGI will notify Maricopa County, no later than Nov. 15 of each of the remaining two years of the initial Term and any subsequent renewals, if it elects to waive the fees for the upcoming year.

In the event the Agreement is renewed, CGI and the County mutually agree to review this provision for the renewal period and include language and terms to cover the then applicable annual disaster recovery VPN fees.

Payment is due in full thirty (30) days after invoice.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

IN WITNESS WHEREOF, this Amendment is executed on the date executed.

CGI TECHNOLOGIES AND SOLUTIONS INC.

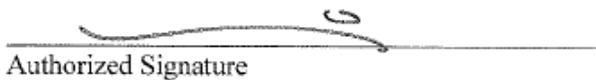

Authorized Signature

4-19-2010
Date

PATRICK J. COLACICCO, VP
Printed Name and Title

c/o CGI, 11325 Random Hills, Fairfax, VA 22033
Address

MARICOPA COUNTY


Authorized Signature

4/21/10
Date

Wesley L. Baysinger, Chief Procurement Officer
Printed Name and Title

320 W. Lincoln St., Phoenix, AZ 85003
Address

AMENDMENT 3
To
Master License and Services Agreement
Between
CGI-AMS Inc.
And Maricopa County, Arizona

This Amendment to the Master License and Services Agreement ("Amendment") is made as of June 1st, 2009 between CGI, formerly known as CGI-AMS ("CGI") and Maricopa County, Arizona ("Customer").

WHEREAS, customer and CGI have entered into a Master License and Services dated September 11, 1990 ("Agreement") for LGFS (AMS Advantage® Financial).

WHEREAS, CGI and Customer have agreed to modify the Agreement by changing certain terms and conditions;

NOW, THEREFORE, in consideration of thereof the foregoing, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Governing Document

The Agreement is incorporated herein and forms a part of this Amendment. Except as provided below, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect and are hereby ratified and reaffirmed by the parties hereto. In the event of any conflict or inconsistency between the provisions set forth in the Amendment and the Agreement, the Amendment shall govern and control.

2. Additional Software Components

CGI hereby grants to Customer, and Customer hereby accepts, a nonexclusive and nontransferable license to use the computer software components described in Exhibit A to this Amendment ("the "Additional Software"). The Additional Software is the Confidential Information of CGI and its third party software provider and shall be protected by customer in accordance with the terms of the Agreement, specifically Article IV, Section 5.

3. License Fees

As compensation for the license to use the Additional Software, Customer shall pay CGI the license fees set forth in Exhibit A.

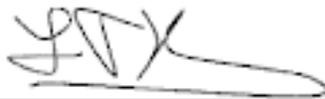
4. Exhibit

Exhibit A attached hereto is made part of this Agreement as if fully included in the text.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the effective date, by their respective duly authorized representatives.

CGI Inc.
("CGI")

Maricopa County Arizona
("Customer")

BY: 
Signature

BY: _____
Signature

Larry Honarvar
Printed Name

Printed Name

VP, Consulting Services
Title

Title

EXHIBIT A

CGI Inc.
Master License and Services Agreement

1. Additional Software. CGI is licensing to Customer the following Additional Software:

50 Business Objects End User Bundle
Web Intelligence/BOE Professional (for QRA Bundle).

This Additional Software represents certain third party products (the "Third Party Products") required to be used only in connection with the AMS InfoAdvantage software previously licensed to Customer ("InfoAdvantage"). All rights of Customer in and to the Third Party Products will be governed by the suppliers' license terms accompanying the Third Party Products. CGI does not give or make any warranty of any kind with respect to the Third Party Products. Changes in the InfoAdvantage which CGI may make from time to time may make it necessary for Customer to acquire, at its own expense, updated versions of the Third Party Products or additional third party products.

CGI is providing to Customer one (1) copy of the Additional Software on machine readable media.

2. License Type. The Additional Software is licensed to Customer on the following basis:
Named Users. 50 Business Objects End User Bundles
3. License Fee. The license specified in Section 1 of this Amendment is granted to Licensee for a License Fee of \$27,000.

(License Fee was invoiced with the charges for one time hosting fees, detailed in Amendment 1 to the Hosting Agreement.)

4. Maintenance Fees. The annual maintenance fee for the Additional Software is included in the Advantage Maintenance fees and will run concurrent with it.

AMENDMENT 4
To
Master License and Services Agreement
Between
CGI Technologies and Solutions Inc., formerly known as CGI-AMS Inc.
and Maricopa County, Arizona

This Amendment to the Master License and Services Agreement ("Amendment") is made as of April 20th, 2010 between CGI Technologies and Solutions Inc., formerly known as CGI-AMS ("CGI") and Maricopa County, Arizona ("Customer").

WHEREAS, Customer and CGI have entered into a Master License and Services Agreement dated September 11, 1990 ("Agreement") for LGFS (AMS Advantage® Financial).

WHEREAS, CGI and Customer have agreed to modify the Agreement by changing certain terms and conditions;

NOW, THEREFORE, in consideration of thereof the foregoing, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Governing Document

The Agreement is incorporated herein and forms a part of this Amendment. Except as provided below, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect and are hereby ratified and reaffirmed by the parties hereto. In the event of any conflict or inconsistency between the provisions set forth in the Amendment and the Agreement, the Amendment shall govern and control.

2. Additional Software Components

CGI hereby grants to Customer, and Customer hereby accepts, a nonexclusive and nontransferable license to use the computer software components described in Exhibit A-3 to this Amendment ("the "Additional Software"). The Additional Software is the Confidential Information of CGI and its third party software provider and shall be protected by Customer in accordance with the terms of the Agreement, specifically Article IV, Section 5.

3. License Fees

As compensation for the license to use the Additional Software, Customer shall pay CGI the license fees set forth in Exhibit A-3.

4. Exhibit

Exhibit A-3 attached hereto is made part of this Agreement as if fully included in the text.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the effective date, by their respective duly authorized representatives.

CGI Technologies and Solutions Inc.
("CGI")

Maricopa County, Arizona
("Customer")

BY: 
Signature

BY: 
Signature

PATRICK J. COLACICCO, VP
Printed Name and Title

Wesley L. Baysinger
Printed Name and Title

4-19-2010
Date

4/21/10
Date

EXHIBIT A-3

CGI Technologies and Solutions Inc.
Master License and Services Agreement

1. Additional Software. CGI is licensing to Customer the following software components ("Additional Software"):

Business Objects 4 CPU Enterprise License
in exchange for previously licensed 100 Named End User Bundles

This Additional Software represents certain third party products (the "Third Party Products") required to be used only in connection with the AMS InfoAdvantage software previously licensed to Customer ("InfoAdvantage"). All rights of Customer in and to the Third Party Products will be governed by the suppliers' license terms accompanying the Third Party Products. CGI does not give or make any warranty of any kind with respect to the Third Party Products. Changes in the InfoAdvantage which CGI may make from time to time may make it necessary for Customer to acquire, at its own expense, updated versions of the Third Party Products or additional third party products.

CGI is providing to Customer one (1) copy of the Additional Software on machine readable media.

2. License Type. The Additional Software is licensed to Customer on the following basis:
CPU: 4 CPU Enterprise License
Named Users: removal of 100 Business Objects End User Bundles
3. License Fee. The license specified in Section 1 of this Amendment is granted to Licensee for a License Fee of \$119,250 with a credit for existing licenses of \$30,915 for a total new cost to Customer of \$88,335 plus applicable taxes.
4. Maintenance Fees. The annual maintenance fee for the Additional Software is included in the Advantage Maintenance fees and will run concurrent with it. For the period July 1, 2010 through June 30, 2014 CGI is extending to Customer further annual maintenance discounts in the amount of \$17,965.12 per year resulting in total annual maintenance fees of \$111,036.58 plus applicable taxes.

AMENDMENT No. 4
to
Hosting and Support Services CGI Advantage General Ledger System Agreement
between
CGI Technologies and Solutions Inc.
and
Maricopa County, Arizona

This Amendment No. 4 to the Hosting and Support Services, CGI Advantage General Ledger System Agreement (“Amendment”) is made as of June ____, 2014 between CGI Technologies and Solutions Inc. (“CGI”) and Maricopa County, Arizona (“Customer”).

WHEREAS, Customer and CGI have entered into a Hosting and Support Services, CGI Advantage General Ledger Agreement dated November 18, 2008 (“Agreement”).

WHEREAS, Customer and CGI have agreed to modify the Agreement by changing certain terms and conditions;

NOW, THEREFORE, in consideration of thereof the foregoing, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Governing Document

The Agreement is incorporated herein and forms a part of this Amendment. Except as provided below, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect and are hereby ratified and reaffirmed by the parties hereto. In the event of any conflict or inconsistency between the provisions set forth in the Amendment and the Agreement, the Amendment shall govern and control.

2. Managed Advantage Fees

Managed Advantage is provided under the terms of the Hosting and Support Services Agreement dated November 18, 2008. This Amendment extends Managed Advantage for Advantage 2.x as provided in the table below.

Period	Annual Hosting Fees
July 1, 2014 through June 30, 2015	\$769,296
July 1, 2015 through June 30, 2016	\$769,296
July 1, 2016 through December 31, 2016 *	\$384,648

* *Customer shall have the right to terminate Managed Advantage Services for convenience during the period of July 1, 2016 through December 31, 2016 as referenced above, upon thirty (30) calendar days prior written notice to CGI.*

3. Maintenance Fees

Maintenance is provided under the terms of the Master License and Services Agreement dated September 11, 1990 as amended. This Amendment extends Maintenance for Advantage 2.x as provided in the table below.

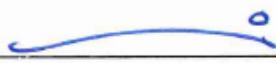
Period	Annual Maintenance Fees
July 1, 2014 through June 30, 2015	\$94,562
July 1, 2015 through June 30, 2016	\$95,404
July 1, 2016 through December 31, 2016	\$47,702

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the effective date, by their respective duly authorized representatives.

CGI Technologies and Solutions Inc.
("CGI")

Maricopa County, Arizona
("Customer")

BY: 
Signature

BY: 
Signature

Daniel Keene
Printed Name

Wesley L. Baysinger
Printed Name

Sr. Vice President
Title

CPO
Title

CGI TECHNOLOGIES AND SOLUTIONS, 12907 COLLECTIONS CENTER DR, CHICAGO, IL 60693
350 SOUTH GRAND AVE, SUITE 2350, LOS ANGELES, CA 90071

PRICING SHEET: 9204705, 92047

Terms: NET 30

Vendor Number: ~~W000008130~~ **2011004234**

Telephone Number: ~~213/613-5472~~ **213-268-1913**

Fax Number: ~~213/613-5430~~ **916-830-1199**

Contact Person: Tim Popoli

E-mail Address: Josh.Flynn@cgi-ams.com

Certificates of Insurance Required

Contract Period: To cover the period ending ~~June 13, 2014~~ **December 31, 2016.**