



# Revision to ASR and/or Exhibits/Attachments

**Date:** April 3, 2008

**To:** Darlene J. Bloom, Clerk of the Board of Supervisors

**CC:** County Executive Office

**From:** David E. Sundstrom

**RE:** Agenda Item(s) # 12 for the April 8, 2008 Board Meeting

**ASR Control #(s):** 08-000176

**Subject:** E-procurement Pilot

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## Explanation:

Revised Recommended Action(s)

Change the effective date on line 2 from March 11, 2008 to April 8, 2008.

Make modifications to the:

Subject

Background Information

Summary

Page 3 middle of the page change "the CAPS Steering Committee is interested in a 12-month pilot" to an 8-month pilot. Also change, "After the 12-month pilot" to After the 8-month pilot.

Page 3 under Amendment Two to Contract N1000009062, second paragraph, change the effective date on line two from March 11, 2008 to April 8, 2008.

Revised Exhibits/Attachments (attached)

An updated contract amendment, Attachment 1, is included. It contains a revised project plan (Exhibit 2) on page 14.

Additional Information and/or Correspondence (attached)

**Amendment Number Two  
To Price Agreement N1000009062  
Between The  
County Of Orange  
And  
CGI Technologies and Solutions Inc.**

**THIS SECOND AMENDMENT** of the Contract N1000009062 (hereinafter "Amendment Number Two") between the County of Orange ("County") and CGI Technologies and Solutions Inc. ("Contractor") with County and Contractor sometimes individually referred to as "Party" or collectively referred to as "Parties."

**WHEREAS**, the Board of Supervisors approved the original Contract with CGI Technologies and Solutions Inc. for the CAPS+ Upgrade as Price Agreement N1000009062 (hereinafter "Contract") for the period July 24, 2007 through June 30, 2012; and

**WHEREAS**, the Parties executed Amendment Number One to the Contract to revise Compensation and Pricing Provisions, Attachment B, to revise deliverable costs with no increase in the overall Contract cost; and

**WHEREAS**, the Parties desire to amend the Contract to add e-Procurement services; in the manner set forth herein;

**NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

1. Paragraph IV is hereby added to Attachment A, page 50, as follows:

**"IV. E-PROCUREMENT SERVICES**

**A. Introduction**

The County is interested in implementing a catalog shopping and electronic invoicing solution to complement the existing Enterprise Resource Planning functionality currently available through Contractor's AMS Advantage® 2.x solution (CAPS) installed at the County. An e-procurement solution will expedite the purchase, processing, and payment of common commodity items used by the County. This will relieve the County's ERP system of most high volume, low dollar purchases while increasing its effectiveness in monitoring critical County procurement activities.

CGI (Contractor) will provide and implement an e-procurement solution pilot by subcontracting with Ketera Technologies, Inc. (Ketera), a provider of e-procurement and related software. Contractor will implement the Ketera Procurement and Procurement Invoicing software modules (e-procurement system) according to the project plan included as Exhibit A-1 to this SOW. Contractor will build nightly flat file batch interfaces from the e-procurement system to the CAPS solution.

The e-procurement solution will include three (3) areas of software functionality:

1. **Cataloging / Shopping.** Contractor will provide access for up to five (5) supplier catalogs, either through internally hosting these catalogs or providing access to supplier-hosted catalogs via punch-out. County will utilize the e-procurement system to place orders against these catalogs. Contractor will configure the e-procurement system to County-specific requisition workflows for these catalog purchases. Approved requisitions will generate purchase orders in the CAPS solution.
2. **Electronic Invoicing.** Contractor will provide access to electronic invoicing technology through the e-procurement system. Pilot suppliers can use the e-procurement system to generate and submit invoices for catalog order payment matching. Successful three-way matches in the e-procurement system will generate payment requests in the CAPS solution.
3. **Content Management Services.** Contractor will provide content enrichment services to cleanse and validate up to 1,000 SKUs for each hosted pilot catalog, up to five (5) catalogs. Content enrichment services will include system validation checks on supplier-provided content (verify no duplicate items, price is numeric, etc.) as well as data normalization and cleansing activities (item description cleanup, unit of

measure standardization, etc.) Contractor will also conduct one 2-hour session with County to help determine which catalogs and SKUs will be included within this e-procurement pilot.

Pursuant to this SOW, the County is engaging Contractor for: (1) a four (4) month implementation; and (2) an eight (8) month pilot of this e-procurement solution. The term of this SOW shall begin upon execution of Amendment Number Two to the Contract by both Parties, and shall extend for a period of twelve (12) months thereafter. After this twelve (12) month initial period, the County may choose to enter into a three (3) year contract with Contractor or this portion of the SOW will terminate and County and Contractor shall promptly return to the rightful owner all papers, materials, and other properties.

## **B. E-Procurement System Activities**

Up to 200 named County users (requisitioners and approvers) will have e-procurement system access to shop and place orders against the pilot catalogs. For each requisition line, County users will select the appropriate accounting codes to charge. Each catalog item's unit price will include the applicable freight charges. Once requisition entry is complete and the user submits the document, it will be sent for any necessary approvals through the County workflows specified in the Technical Assessment document during the implementation (see Section 3.3 for more information on requisition workflow.)

Once all required approvals have been applied, the request is an approved purchase order and is ready to be sent to the catalog supplier and to CAPS. All suppliers receive orders via email or fax. A nightly flat file batch interface will send all new purchase orders to CAPS for financial system processing. Any changes made to the purchase order in the e-procurement system will generate "change order" transactions that will update both the supplier and the CAPS system after the appropriate approvals have been applied. Change orders follow the same set of County workflows used for new requisitions. Order cancellations will not require approvals before updating the supplier and CAPS.

Once the requested catalog items have been received, County users will enter receipts in the e-procurement system. Pilot suppliers will enter their invoices manually through the e-procurement system. Receipts and invoices will not be subject to electronic approvals. Three-way match will be performed within the e-procurement system to match catalog orders with their receipts and invoices. Both partial and complete matches will send payment requests to CAPS in a nightly flat file batch interface for financial system processing.

## **C. Scope of Work**

Below is a summary of the scope of work for the pilot project. Details regarding each Party's responsibilities for the below items are provided in Section C (Responsibilities).

### **1. Project Kickoff and Management**

The project kickoff meeting will introduce the teams, build consensus around our shared goals, and review the detailed project implementation plan. Due to the short implementation timeframe, Contractor is requesting the County complete their review and approval of all formal plans within five (5) business days if possible, but no longer than ten (10) business days, unless a longer period is mutually agreeable to County and Contractor. Contractor and County will execute a project plan to implement the solution provided under this SOW, included as Exhibit A-1, which lists specific activities, schedules, and deliverables. Contractor will also establish connectivity to the e-procurement system to enable the Envision phase activities to begin.

Contractor will develop the following plans to augment the existing Project Control Document (PCD) for the CAPS+ project:

- Communications Plan to communicate with County employees regarding this pilot e-procurement system

- Issue Escalation and Resolution Processes to facilitate the timely resolution of project issues
- Change Management Plan to identify County-led activities to support the transition to the e-procurement system. County will be responsible for leading and implementing all change management activities. Contractor will provide up to 40 hours to plan and support the County's change management activities.

During the four (4) month implementation period of this portion of this SOW, Contractor and County will participate in weekly update meetings to discuss the project status, identify issues, and discuss Contractor-proposed solutions. At these meetings, the Parties will also discuss overall project timing, and approve adjustments to the detailed project plan, as-needed. For the duration of the implementation and the pilot under this SOW, the E-Procurement Project Manager that Contractor has designated for this SOW will participate as required in monthly update meetings with the CAPS+ steering committee and will present project status, deliverables completed, planned deliverables for the following month, project issues, and recommendations. The E-Procurement Project Manager will have a direct reporting relationship to the CAPS+ Project Manager.

## 2. *Envision Phase*

The County will provide documentation on their current procurement business processes, approval rules, and data requirements. This information includes, but is not limited to approvals needed to authorize requisitions, procedures followed when requisitions are denied approval, and invoice review and acceptance procedures. Contractor will review these details, and interview County staff on common purchasing business scenarios. Contractor will also execute the communications plan from the PCD during this phase.

During the business process discussions, the Contractor's technical team will be developing the conversion plan, integration plan, testing plan, and technical architecture documentation with the County's input. Discussions will also include personalizing the e-procurement system website for the County. These business and technical configuration decisions will be documented in the Technical Assessment deliverable. The County will complete their review and approval of this deliverable within 5 business days if possible, but no longer than 10 business days, unless a longer period is mutually agreeable to County and Contractor.

Contractor will deliver on-site overview training for up to five (5) County "Super Users" to introduce project team members / administrators to the e-procurement system. These "Super Users" are County employees and leaders who will have administrator access to the solution. The training will cover both e-procurement system usage and administration. Additionally, Contractor will provide soft-copy training documentation for the County to utilize, as well as standard training short videos accessible via the e-procurement system for users to review on an as-needed basis. Once trained, the County "Super Users" can begin to evaluate how their future purchasing processes will function, and how they might like to configure the e-procurement system.

In addition to the on-site training for the five (5) County "Super Users," Contractor will coordinate and deliver one, 2-hour end-user WebEx training to an additional fifteen (15) "County Users. Q&A will be handled via the audio portion of the WebEx training as well as integrated Q&A functions in the WebEx application. These fifteen (15) "County Users" are typically County trainers and key department users who will advocate for the system. They will become experts in using the e-procurement system but will not be given administrator rights. Both the fifteen (15) "County Users", and the five (5) "Super Users," will train the remaining 180 County users during the Build phase of the implementation, all of which encompass the 200 County users reference in B. (E-Procurement System Activities).

By the end of the Envision phase, the County will have finalized their selection of suppliers for enablement (up to five (5) catalogs as specified in 1.A. of this portion of the SOW), as well as finalized the list of County employees (up to 180 additional users) who will have system access during the pilot phase of this portion of the SOW.

**3. Build Phase**

During the Build phase, the Contractor and County will implement the site personalization and requisition workflow configuration outlined in the Technical Assessment document. Data including vendors, users, and chart of accounts will be loaded into the e-procurement system. The catalogs identified by the County will be loaded and content enrichment will be performed on hosted catalogs. Contractor will design, develop, and test the interfaces between the e-procurement system and CAPS per the Interface/Integration Testing and Acceptance Plan. The County will complete their review and approval of this deliverable within 5 business days if possible, but no longer than 10 business days, , unless a longer period is mutually agreeable to County and Contractor. Contractor will complete train-the-trainer training and County trainers will coordinate and conduct training for the remaining 180 requestors/approvers.

**a. Data Conversion**

Contractor will provide Excel-based templates for the County to complete with the following system data:

- User Data
- Ship-To Data
- Bill-To Data
- Accounting (Chart of Accounts) Data (five fields available)

Contractor will load system data during the build phase of the project. Ongoing updates to system data will be submitted to the Contractor for update to the system per the following timeline:

<b>Update Quantity</b>	<b>Turnaround Time</b>
Up to 20 updates	Same business day
Up to 50 updates	Next business day
Up to 100 updates	Two business days
Up to 250 updates	Three business days
Over 250 updates	One business week

**b. Workflow Configuration**

Contractor will setup requisition workflow based on the County’s business requirements in the Technical Assessment document utilizing the e-procurement system’s baseline workflow elements. Any changes to the workflow setup following pilot implementation can be submitted to the Contractor for update in the system per the timeline in prior section.

Requisition workflows apply to both new requisitions and changes to fully approved requests. Requisition cancellations will not require approvals. Baseline workflows are listed below, and can be combined within a single workflow as appropriate:

➤ **Supervisor Hierarchy**

In this component, each user has a spend limit and an assigned supervisor. If requisition total is greater than the user’s spend limit, the requisition will be routed to the user’s supervisor for approval. The workflow may continue in a hierarchical fashion where, after the supervisor approves, the system checks the requisition value against the supervisor’s spend limit and in each case routes the requisition to the supervisor’s supervisor for approval. This process continues until the approver has a spend limit greater than the value of the requisition. The spend limit is applied per requisition, not cumulatively.

➤ **Supplier Category**

Contractor will set up to five (5) “CPG” values where one CPG value is assigned per supplier. CPG examples are IT Hardware, IT Software, Office Supplies, etc. The workflow is able to call the CPG values. For example: If an item on the requisition is for a supplier where “CPG=ITHardware” route to role of IT Hardware Manager for approval.

➤ **Supplier Category Plus Limit**

Same as Supplier Category, plus the addition of a hard-coded value in the workflow (independent of the person’s personal spend limit). For example: If “CPG=ITHardware” AND requisition total over \$1,000 route to role of IT Hardware Manager. The Supplier Category Plus Limit combinations will apply across all County department purchases.

**c. Interface to CAPS Solution**

Contractor will build nightly flat file batch interface to connect the e-procurement system with the CAPS solution. The e-procurement pilot will interface with CAPS at four points: (1) approved new Purchase Orders, (2) modified Purchase Orders, (3) cancelled Purchase Orders, and (4) “OK to Pay” files indicating that payment matching has been completed. The following table reflects the one-way interfaces to be developed:

No.	Interface	Source System	Target System	Frequency	Method
1.	Purchase Orders	e-procurement system	CAPS	Nightly	Batch Upload
2.	Purchase Order Modifications	e-procurement system	CAPS	Nightly	Batch Upload
3.	Purchase Order Cancellations	e-procurement system	CAPS	Nightly	Batch Upload
4.	“OK to Pay” Files	e-procurement system	CAPS	Nightly	Batch Upload

The Interface/Integration Testing and Acceptance Plan will contain the specifications for the interfaces to be developed, along with common scenarios for testing. Once interface development is complete, the Contractor will test the interfaces to verify they are working per this plan. County staff then begin user acceptance testing (UAT) to verify that the integration meets the requirements they have specified.

As part of interface development, the Contractor will develop a crosswalk between the UNSPSC commodity codes used in pilot catalogs to the 5-digit NIGP commodity codes that the County is currently using in CAPS. Any catalog items that do not find a match on this crosswalk (such as newly added items) will be assigned to a “dummy” NIGP code and it will be the responsibility of the County to adjust these codes as desired. During the pilot period it will be the County’s responsibility to alert the Contractor to changes required in this commodity code crosswalk.

County will be responsible for resolving errors in interfaced purchase order and payment documents that reject during CAPS processing due to insufficient funding or other data-related issues (such as vendor on hold or invalid object code charged). Errors will be identified by County administrators using an interface statistics report provided by the Contractor. Error correction will occur directly in CAPS; corrections will not be sent back to the e-procurement system. If it can be reasonably determined that the interfaced document rejected in CAPS due to a problem with the e-procurement system or with the interface itself, Contractor will be responsible for fixing the error during the pilot period.

Contractor will build an interface to batch upload “OK to Pay” files to CAPS for orders that have been matched for payment. Invoice and receipt documents will remain in the e-procurement system for audit and reporting purposes. Should the County choose not to proceed with the e-procurement system after the pilot; Contractor will deliver the receipt and invoice data in flat files to the County.

**4. End-User Training**

End-user training will be conducted by the County following the train-the-trainer model. County trainers were provided e-procurement system training during the Envision phase of the implementation. Training of the remaining end users (up to 180) will be coordinated and conducted by County Trainers using the standard soft-copy training documentation provided by Contractor, along with the standard training short

videos accessible via the e-procurement system for end users to review on an as-needed basis. Contractor will provide up to twenty (20) hours of support for these County-led training sessions on an as-needed basis.

#### **5. *Achieve Phase***

The e-procurement system will be considered live upon load of data submitted to Contractor via the provided Excel templates, configuration of the production e-procurement system to the specified configuration in the Technical Assessment document, and successful execution of the Interface/Integration Testing Plan.

The Contractor customer service role does not preclude County from directly contacting Ketera at any point during the pilot. Contractor will provide ongoing 24x7 technical support throughout the pilot to support the e-procurement system and resolve issues as they arise, subject to the assumptions provided in this SOW and in Exhibit B-1.

### **D. Responsibilities**

This section identifies Contractor and County responsibilities for each aspect of this SOW. These responsibilities will be subject to the assumptions provided in Exhibit B-1. Compensation for the services provided pursuant to this SOW are detailed in Attachment B to the Contract.

#### ***a. Planning and Management***

##### Contractor Responsibilities

1. Contractor has developed a proposed detailed project plan for the solution integration (included as Exhibit A-1). This project plan will be finalized with County upon project start.
2. Contractor will assign an E-Procurement Project Manager to coordinate solution integration (see Section 5 – Staffing). During the integration, the E-Procurement Project Manager will work both remotely and on-site. If required, the E-Procurement Project Manager will also be available to attend the monthly steering committee meetings. The E-Procurement Project Manager will report to the CAPS Project Manager.
3. Contractor E-Procurement Project Manager will participate in weekly status update meetings with County Project Manager. At these meetings, the Parties will discuss the project status, identify issues, and discuss Contractor-proposed resolutions. At this meeting, the Parties will also discuss overall project timing, and approve adjustments to the detailed project plan, as-needed.
4. Contractor will participate in monthly CAPS steering committee meetings. For this meeting, the Contractor E-Procurement Project Manager will develop a monthly report describing project status, deliverables completed, planned deliverables for the following month, project issues, and recommendations.

##### County Responsibilities

1. The County will provide the office space and equipment required for the Contractor project team, including desks, chairs, internet connections, and dedicated telephone lines.
2. The County will provide the infrastructure (e.g., connectivity to the internet, access to the mainframe, security, etc.) and hardware resources required for Contractor to work on the project.
3. County and Contractor will create an issue escalation and resolution process to facilitate the timely resolution of project issues. Plan will be drafted by Contractor and reviewed / approved by County.
4. The County will provide a designated Project Manager to oversee the project activities to be completed by Contractor under this SOW, pursuant to the guidelines in Section 5 – Staffing.
5. The County will review and accept all deliverables that meet contract specifications within five (5) business days if possible, but no longer than 10 business days due to the short project timeframe, unless a longer time period is mutually agreeable to the County and Contractor.

6. The County will provide adequate resources to enable Contractor to meet their obligations under this SOW. County resource requirements are described in Section 5 -- Staffing.

**b. *Software Integration***

Contractor Responsibilities

1. Contractor will establish connectivity to the e-procurement system at the start of the project to enable system configuration. This connectivity will be maintained by Contractor throughout the term of this SOW.
2. Contractor will create a draft Interface/Integration Testing and System Acceptance document detailing the solution integration testing and issue resolution process, which will be used to test that the solution is working properly when integrated.
3. Contractor will conduct solution testing and issue resolution procedures based upon standards and procedures finalized with County.
4. Contractor will conduct a 2-hour session with County to help it pick catalogs and SKUs to include in this SOW.
5. Contractor will configure software modules to meet workflow and technical requirements identified by Contractor, and based on County needs. Data conversion and workflow configuration requirements are described in the Paragraph IV of the SOW of this Contract.
6. Contractor will provide access to the e-procurement system for up to 200-named users, pursuant to the assumptions provided in Exhibit B-1.

County Responsibilities

1. The County will provide documentation of current business processes, workflow / approval requirements, and all other data required to design and develop technical solution.
2. The County will provide documentation for the infrastructure standards and processes, network connectivity to support solution development and testing.
3. The County will identify up to 200-named users who will receive software access.
4. The County will identify the list of suppliers for enablement, for up to five (5) catalogs. Catalog prices will include any applicable freight charges.
5. The County will review and approve the draft Interface/Integration Testing and System Acceptance deliverable. This plan will be used to test that the solution is working properly when integrated.
6. The County will review the test results and provide feedback to Contractor on an as-needed basis.

**c. *Interface to CAPS Solution***

Contractor Responsibilities

1. Contractor will design and develop the CAPS interfaces as set forth in this portion of the SOW utilizing the County's existing Pervasive Data Integrator® licenses.
2. Contractor will create draft interface testing and issue resolution process, which will be used to test that the e-procurement system correctly interfaces with the CAPS solution at the points identified in Section 2 -- Scope of Work. This plan will be reviewed by the County.
3. Contractor will conduct interface testing and issue resolution procedures based upon standards and procedures mutually agreed upon with County.

County Responsibilities

1. The County will review and approve the draft interface testing and issue resolution process according to the deliverables review and acceptance procedures in Section F of the Contract. This plan will be used to test that the e-procurement solution correctly interfaces with the CAPS solution at the points identified in Paragraph C -- Scope of Work.

2. The County will review the test results and provide feedback to Contractor as agreed upon in the test plan.
3. County will be responsible for including the CAPS interface files in the OCCA nightly cycle processing and updating their operational procedures for processing the interfaces from the e-procurement system.

**d. Training**

Contractor Responsibilities

1. Contractor will provide up to twenty (20) hours of support for County-led end-user training sessions.
2. Contractor will provide one, 4-hour on-site training session for up to five (5) County “Super-Users”. The projected training date is in the project plan in Exhibit A-1.
3. Contractor will provide one, 2-hour WebEx end-user training session for up to fifteen (15) County Users. The projected training date is in the project plan in Exhibit A-1.
4. Contractor will provide soft-copy training documentation and standard training short videos accessible via the e-procurement system for end users to review on an as-needed basis.

County Responsibilities

1. The County will identify in advance the employees to participate in each training session.
2. The County will provide office space and equipment necessary to conduct training.
3. The County will conduct end-user training for the remaining 180 end-users.

**E. Project Deliverables**

Solution implementation will be conducted in four (4) phases, pursuant to the project plan included in Exhibit A-1. During each phase specified below, the following deliverables will be completed. The due dates for each deliverable are subject to the project plan, which will be finalized with County at the start of the project.

The deliverables that will be provided during the pilot are as follows:

<b>Project Phase</b>	<b>Deliverables</b>	<b>Responsibility (Contractor, County)</b>
	• Project Kickoff Meeting	County, Contractor
	• Detailed Pilot Project Plan	County, Contractor
	• Establish e-procurement system Connectivity	Contractor
	• Pilot Project Control Document (PCD)	County, Contractor
<b>Envision</b>	• Training for up to five (5) County “Super Users” and up to fifteen (15) “County Users”	Contractor
	• Technical Assessment Document	Contractor
	• Finalize list of suppliers for enablement, for up to five (5) catalogs	County
	• Finalize list of County users to receive access to solution, up to 200	County
<b>Build</b>	• Integration / Interface Testing and Acceptance Plan	Contractor
	• Train-the-Trainer Training	Contractor

	<ul style="list-style-type: none"> <li>• Load Supplier Catalogs / Complete Content Enrichment Services</li> </ul>	Contractor
<b>Achieve</b>	<ul style="list-style-type: none"> <li>• System Live – Limited Release</li> </ul>	County, Contractor
	<ul style="list-style-type: none"> <li>• End-user training for remaining County users (up to 180)</li> </ul>	County
	<ul style="list-style-type: none"> <li>• System Live – SSA</li> </ul>	County, Contractor
	<ul style="list-style-type: none"> <li>• Project End Date</li> </ul>	Contractor, County

**F. Staffing Requirements**

Contractor will assign a dedicated E-Procurement Project Manager to oversee the e-procurement system implementation. The Contractor E-Procurement Project Manager will attend the monthly CAPS+ steering committee meeting as required, and will present a status update on the project. This update will include overall status, deliverables completed, planned deliverables for the following month, identification of open issues, and proposed resolutions.

The County will also provide resources to facilitate the project, including access to the CAPS+ steering committee at the monthly CAPS update meetings, a designated Project Manager, and a support team consisting of technical and functional County experts. These resources are identified in the table below.

The project management team, comprised of the Contractor E-Procurement Project Manager and County Project Manager, will meet once a week to discuss the project status, identify issues, and discuss Contractor-proposed resolutions. At this meeting, the Parties will also discuss overall project timing, and approve adjustments to the detailed project plan, as-needed.

**Required County Resources**

<b>County Project Role</b>	<b>County Employee(s)</b>	<b>Primary Responsibilities</b>	<b>Anticipated Hours</b>
CAPS Steering Committee	CAPS Steering Committee	<ul style="list-style-type: none"> <li>Receive project status reports at monthly meetings, and provide high-level support on an as-needed basis</li> </ul>	<ul style="list-style-type: none"> <li>1/2 hour / month</li> </ul>
Project Manager	Senior Leader with ultimate authority and responsibility for project	<ul style="list-style-type: none"> <li>Review and sign-off on project deliverables</li> <li>Help coordinate County support (e.g., make introductions to key County employees, attend meetings with County employees, resolve issues if County team is unresponsive, etc.)</li> <li>Work with Contractor to resolve other project issues on an as-needed basis</li> <li>Participate in weekly status meetings with Contractor E-Procurement Project Manager</li> </ul>	<ul style="list-style-type: none"> <li>15 – 20 / week during 3-month implementation</li> <li>5 – 10 / week during 9-month pilot following implementation</li> </ul>
Support Team	Functional and technical experts	<ul style="list-style-type: none"> <li>Provide data and information needed to implement the e-procurement system (e.g., participate in interviews, gather data, respond to technical inquiries, etc.)</li> </ul>	<ul style="list-style-type: none"> <li>5 – 10 / week during 3-month implementation</li> <li>As-needed during 9-month pilot following implementation</li> </ul>

2. Attachment B, Paragraph E is hereby revised to read as follows:

**“E. Total Contract Cost Not to Exceed**

The total cost of this Contract shall not exceed \$18,086,014 for the term of the Contract specified in Paragraph 2 of the Additional Terms and Conditions of this Contract.”

3. Paragraph F is hereby added to Attachment B as follows:

**“F. Payment Terms/Invoicing Instructions**

Payment terms and Invoicing Instructions for the services specified in Attachment A, Paragraph IV – E-Procurement Services, will be the same as those specified above in accordance with the below schedule. The payment schedule includes monthly invoices, based on deliverables completed during the month. This schedule is contingent on finalization of the detailed project plan included as Exhibit A-1.

The amounts below represent the amounts to be paid by County to Contractor. Additionally, the payment amounts below take into account that 10% of the total project price – \$60,459.50 – will be withheld by County pending successful project completion. The withhold payment amount will be paid to Contractor 30-days after pilot completion.

<b>Pilot Deliverables</b>	<b>Deliverable Date</b>	<b>Payment Amount (\$)</b>	<b>Withhold Amount (\$)</b>	<b>Invoice Amount (\$)</b>
• Project Kickoff Meeting	4/1/08	\$28,150.00	\$2,815.00	\$25,335.00
• Detailed Pilot Project Plan	4/1/08	\$29,557.50	\$2,955.75	\$26,601.75
• Establish Ketera Connectivity	4/3/08	\$28,150.00	\$2,815.00	\$25,335.00
• Pilot Project Control Document (PCD)	4/3/08	\$59,115.00	\$5,911.50	\$53,203.50
• Training for up to five (5) County "super users"	4/4/08	\$40,817.50	\$4,081.75	\$36,735.75
• Technical Assessment Document, build and test interface, design and configure workflow	4/28/08	\$147,787.50	\$14,778.75	\$133,008.75
• List of suppliers for enablement, for up to five (5) catalogs	5/2/08	N/A	N/A	N/A
• List of County users to receive access to solution, up to 200	5/2/08	N/A	N/A	N/A
• Integration / Interface Testing and Acceptance Plan	5/19/08	\$33,150.00	\$3,315.00	\$29,835.00
• Load Supplier Catalogs / Complete Content Enrichment Services	6/2/08	\$56,300.00	\$5,630.00	\$50,670.00
• End-User WebEx Training Sessions, for up to 15 County users	7/7/08	\$40,817.50	\$4,081.75	\$36,735.75
• System goes live – Limited Release	7/14/08	\$140,750.00	\$14,075.00	\$126,675.00
• End User Training by County Trainers	7/31/08	N/A	N/A	N/A
• System goes live – SSA	8/1/08	N/A	N/A	N/A
• Project End Date (Release Withholding Amount)	3/31/09	N/A	N/A	\$60,459.50
<b>Total</b>		<b>\$604,595.00</b>	<b>\$60,459.50</b>	<b>\$604,595.00</b>

4. Exhibits A-1 and B-1 are hereby added to the Contract and attached herein.

5. All other provisions of the original Contract, a copy of which is attached hereto as Exhibit C and incorporated by this reference, and any previous amendments, to the extent they are not inconsistent with this Amendment, remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment Number One on the dates shown opposite their respective signatures below.

**CGI Technologies and Solutions Inc.**

*Authorized Signature	Name	Title	Date
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*Authorized Signature	Name	Title	Date
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\*If a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurer.

**County Of Orange**

A political subdivision of the State of California

By: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by Board of Supervisors on: \_\_\_\_\_

Approved as to Form:

County Counsel

By \_\_\_\_\_ Date \_\_\_\_\_

Deputy

## EXHIBIT A-1 E-Procurement Pilot Project Plan

ID	Task Name	Duration	Start	Finish	7/8	7/15	7/22	7/29	August	8/5	8/12
1	Orange County e-Procurement Pilot	232 days	Mon 4/14/08	Tue 3/31/09							
2	Project Management	232 days	Mon 4/14/08	Tue 3/31/09							
3	Manage Work Plan	252 days	Mon 4/14/08	Tue 3/31/09							
4	Participate in Weekly Status Meetings with County Project Manager	252 days	Mon 4/14/08	Tue 3/31/09							
5	Participate in Monthly CAPS Steering Committee Meetings	252 days	Mon 4/14/08	Tue 3/31/09							
6	Project Kickoff and Startup	8 days	Mon 4/14/08	Wed 4/23/08							
7	Conduct Kickoff Meeting with CCI and County Project Managers	0 days	Mon 4/14/08	Mon 4/14/08							
8	Distribute Detailed Project Plan for County Approval	3 days	Mon 4/14/08	Mon 4/14/08							
9	Establish Kibera Connectivity	5 days	Tue 4/15/08	Mon 4/21/08							
10	Receive County Approval on Proposed Detailed Project Plan	3 days	Mon 4/14/08	Wed 4/16/08							
11	Create and Distribute Project Control Document (PCD) for County Approval	5 days	Mon 4/14/08	Wed 4/23/08							
12	Receive County Approval on Project Control Document (PCD)	23 days	Mon 4/14/08	Wed 5/14/08							
13	Envision Phase	3 days	Mon 4/14/08	Wed 4/16/08							
14	Provide Documentation of Current Business Process, Approval Rules, Data Requirements	0 days	Mon 4/14/08	Mon 4/14/08							
15	Conduct County "Super User" On-Site Kibera Training	0 days	Wed 4/16/08	Wed 4/16/08							
16	Delivery of Standard, Soft-Copy Kibera Training Materials	0 days	Mon 4/14/08	Mon 4/14/08							
17	Conduct Interviews with County Employees and Gather County Data to Design Solution	8 days	Mon 4/14/08	Wed 4/23/08							
18	Create and Distribute Technical Assessment Document for County Approval	10 days	Thu 4/24/08	Wed 5/7/08							
19	Receive County Approval on Technical Assessment Document	5 days	Thu 5/8/08	Wed 5/14/08							
20	Execute Communications Plan from PCD	5 days	Mon 4/28/08	Fri 5/2/08							
21	Finalize List of Suppliers for Establishment, Up to 5 Catalogs	5 days	Mon 4/28/08	Fri 5/2/08							
22	Finalize List of County Users to Access Kibera, Up to 200 Users	5 days	Mon 4/28/08	Fri 5/2/08							
23	Build Phase	42 days	Thu 5/15/08	Fri 7/11/08							
24	Create and Distribute Interface/Integration Testing and Acceptance Plan for County Approval	10 days	Thu 5/15/08	Wed 5/28/08							
25	Receive County Approval on Interface/Integration Testing and Acceptance Plan	5 days	Thu 5/29/08	Wed 6/4/08							
26	Load Supplier Catalogs / Provide Content Enrichment Activities	20 days	Thu 5/15/08	Wed 6/11/08							
27	Develop and Unit Test Interfaces	20 days	Mon 5/26/08	Fri 6/20/08							
28	Configure Solution per Technical Assessment Document	20 days	Thu 5/15/08	Wed 6/11/08							
29	Execute Interface/Integration Testing and Acceptance Plan	10 days	Mon 6/23/08	Fri 7/4/08							
30	Conduct WebEx Kibera Training (Train-the-Trainer)	1 day	Mon 7/7/08	Mon 7/7/08							
31	Receive County Approval on System Acceptance	5 days	Mon 7/7/08	Fri 7/11/08							
32	Achieve	14 days	Mon 7/14/08	Fri 8/1/08							
33	Go Live - Limited Release	0 days	Mon 7/14/08	Mon 7/14/08							
34	Provide Access to County Users, Up to 200	5 days	Mon 7/14/08	Fri 7/18/08							
35	Conduct End-User Training Sessions	8 days	Mon 7/21/08	Thu 7/31/08							
36	Go Live - SSA	0 days	Fri 8/1/08	Fri 8/1/08							
37	Project End Date	0 days	Tue 3/31/09	Tue 3/31/09							

**EXHIBIT B-1**  
**Hosted System Service Level Agreement (SLA)**

1. Contractor Responsibility

Contractor shall be wholly responsible for the performance and actions under this Contract of its sub-contractor Ketera Technologies, Inc., (hereinafter "Ketera").

2. Definitions.

- a. Hours of Operation: Hours during which Ketera shall provide County with access to the Ketera System which is 24 hours a day, 7 days a week, commencing on the date of the SOW between County and Contractor. If any Downtime Occurrences take place (as defined below), County may be eligible to receive credits from Contractor for Downtime Occurrences subject to Section 6 below.
- b. Scheduled Maintenance Hours: Hours during which Ketera reserves the right to perform maintenance on the Ketera System.
  - Ketera reserves a nightly scheduled maintenance window from 10 PM PT to 11 PM PT (will not conflict with nightly flat file batch interface to connect the e-procurement system with the CAPS solution).
  - Ketera reserves a weekly scheduled maintenance window from 10 PM PT Saturday to 3 AM PT Sunday.
  - Should Ketera require an outage outside of the reserved maintenance windows identified above, Ketera will notify County no less than 3 business days before the scheduled downtime for maintenance.
- c. Downtime Occurrence: A period of interruption in the Ketera System, during which County is unable to access all or a portion of the Ketera System, which is a result solely of a failure in functionality of the Ketera System, and not due to any act or omission due to an act of County, a third party, or due to a force majeure condition.

3. Scope.

Contractor shall ensure that Ketera uses reasonable commercial efforts to ensure that the Ketera System is in operation 24 hours a day, 7 days a week. This SLA shall apply solely to service outages directly related to County use of the Ketera System and shall not apply, by way of example and not limitation, to any third party Internet services and networks, any third party servers on the Internet (except as contracted by Ketera for server and database management), any third party software or hardware, or software or hardware owned or licensed by County, any customers of County or any telephone service.

4. Measurement of Performance.

If a Downtime Occurrence should take place, Contractor and Ketera shall measure the occurrence by minutes that the Ketera website is totally or partially inoperable, commencing at the earlier to occur of the following: County notifies Ketera of the Downtime Occurrence and provides information necessary for Ketera to investigate the Downtime Occurrence (via a "Customer Support Services Ticket"); or Ketera becomes aware that a Downtime Occurrence has taken place and County provides information necessary for Ketera to investigate the Downtime Occurrence. The Downtime Occurrence shall be deemed to have ended when Ketera has informed County that Ketera website access has been restored.

Contractor and Ketera shall assess the circumstances regarding each Customer Support Services Ticket and shall, with County's concurrence, designate each Downtime Occurrence as having one of three levels of severity, described below. County shall only be able to obtain credit from Contractor for services, which are determined by County, Contractor and Ketera to fall within a Level 1 Downtime Occurrence.

- Level 1 – The System is not Accessible Due to Functionality of Ketera: A period of interruption in the Ketera website, during which County is unable to access the Ketera System, which is a result of a failure in functionality of the Ketera website or database, and not due to any act or omission to act of County.
- Level 2 – Ketera Not Operable Due to County: Contractor and Ketera determines that County cannot access Ketera's website due to a failure in County own network or internet connection, or due to difficulties in format or data or other transmissions sent by County to the Ketera System.

- Level 3 – Other: Contractor and Ketera determine that the cause of the Downtime Occurrence does not fall within one of the above categories.

**5. Downtime Occurrences.**

If County becomes aware that a Downtime Occurrence has taken place, County agrees that it shall initiate a Customer Support Services Ticket by contacting Ketera's Support Desk via phone or email to open a County Support Services Ticket and providing all available information regarding the Downtime Occurrence. Upon the opening of such Customer Support Services Ticket, Contractor and Ketera shall initiate diagnostic testing to determine the nature of the Downtime Occurrence. County agrees to cooperate with Ketera as reasonably necessary to assist Ketera to determine the cause of the Downtime Occurrence. Contractor and County shall determine whether County shall be eligible for credit or credits, subject to Sections 6 herein. In addition to the exclusions set forth in Section 1, Ketera shall have no obligation to County with regard to scheduled service interruptions. If a Downtime Occurrence should take place and County, Contractor and Ketera are not in agreement as to whether the cause of the Downtime Occurrence was within or outside of Ketera's control, County, Contractor and Ketera agree that they will investigate the event jointly with the goal of achieving a decision upon which they mutually agree. Measurement of performance of the Ketera System shall be conducted solely as set forth in Section 3 above. Ketera shall not recognize ping tests or other manual or automated tests performed by County as valid criterion for determining whether or not a Downtime Occurrence has taken place, and County shall not be able to obtain any credit thereby.

**6. Credits.**

Contractor shall guarantee that Ketera maintains the performance requirements listed in the Service Level Agreement. In connection therewith, Ketera shall measure and report, on a quarterly basis, the System Uptime experience by County, as it relates to a Level 1 Downtime Occurrence. Scheduled maintenance periods will not be used in determining System Downtime.

In addition, County is eligible to receive credits from Contractor in the event of sub-standard service identified as follows:

<b>MONTHLY SYSTEM DOWNTIME</b>	<b>CREDIT AMOUNT</b>
Up to 12 hours	None
Between 12 and 24 hours	10% off technology access fee for the month
Between 24 and 72 hours	25% off technology access fee for the month
More than 72 hours	Material breach. County may terminate with no penalty.

**EXHIBIT C**  
**Original Contract N1000009062**

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