

## CONTRACT FOR IMPLEMENTATION OF COST ALLOCATION

### SOFTWARE

1. **Parties.** The parties to this Contract are Wyoming State Auditor's Office (Agency), whose address is State Capitol, Room 114, Cheyenne, Wyoming 82002, the Wyoming Department of Workforce Services (DWS), whose address is Herschler Building, 2<sup>nd</sup> Floor East, 125 West 25<sup>th</sup> Street, Cheyenne, Wyoming 82002, and CGI Technologies and Solutions Inc. (Contractor), whose address is 11325 Random Hills Road, Fairfax, Virginia 22030.
2. **Purpose of Contract.** The purpose of this Contract is to set out the terms and conditions by which Contractor shall implement cost allocation and reimbursement activities software for Agency and DWS. Currently, DWS uses numerous reconciliation procedures internally and with Agency to accomplish federal grant accounting, including cost allocation. This implementation will reduce those reconciliation procedures by allowing more efficient integration with Agency's computer accounting system, and will provide the capability for Agency and DWS to accomplish more accurate grant accounting and financial reporting. Another major purpose of this Contract is for Agency to be able to develop, through Contractor services provided during this implementation, a template process which other State agencies may use to reduce reconciliation procedures.
3. **Definitions.** Capitalized terms used in the Contract will have the meanings given below or in the context in which the term is used, as the case may be.
  - A. "AMS Advantage Software" means the Contractor proprietary application software licensed to Agency and upon which Agency remits annual standard maintenance fees. AMS Advantage Software also includes new or substituted proprietary software.
  - B. "Contract" means this agreement for Services by Contractor to Agency and DWS for implementation of the cost allocation and reimbursement portions of AMS Advantage Software, and any other services set out herein.
  - C. "Effective Date" means the date when all parties have executed this Contract and all required approvals have been granted and Contractor is in receipt of the fully executed Contract.
  - D. "Envision Phase" means services to be performed before Implementation Phase by Contractor as set out in this Contract.
  - E. "Envision Project Plan" means the plan to accomplish the Envision Phase.
  - F. "Implementation Assessment Document" means the document which recommends how to proceed with Implementation Phase based on Envision Phase.
  - G. "Implementation Phase" means services to be performed by Contractor after the Envision Phase of this Contract, including implementation services and post implementation support.

H. "Implementation Project Plan" means the written plan to accomplish the Implementation Phase.

I. "Services" means the services to be performed by Contractor under this Contract.

4. **Term of Contract and Required Approvals.** The term of the Contract is from the Effective Date through December 31, 2011. Before the expiration of the term, this Contract may be extended by agreement of all three parties in writing, subject to the required approvals. Such agreement shall occur no fewer than thirty (30) days before the expiration of this Contract. There is no right or expectation of extension and any extension will be determined at discretion of Agency and DWS acting jointly. DWS and Agency will provide thirty (30) days' written notice to Contractor of Agency's and DWS' intent to extend or not extend this Contract. This Contract must be approved as to form by the Attorney General, approved by A&I Procurement (Wyo. Stat. § 9-1-403(b)(v)), and the Governor or his designee if required by statute (Wyo. Stat. § 9-2-1016(b)(iv)).
5. **Payment.** Agency agrees to pay Contractor a total amount not to exceed three hundred sixty thousand dollars (\$360,000.00) for Services to be provided by Contractor under this Contract. This amount is set out as a ceiling, not as guaranteed earnings for Contractor. Contractor is not authorized to perform Services which would cause it to exceed this ceiling. Services will be provided at the rate of one hundred seventy-five dollars (\$175.00) per hour. Contractor shall pay for Contractor's travel and out of pocket expenses. Hours are to be expended by Contractor in accordance with the tasks set out in the agreed upon project plans, and only upon prior Agency and DWS joint approval, at the percent complete of phase and task category level, at each weekly status meeting. Where mutually agreed to be reasonable, Contractor Services may be performed offsite. For the training class, Agency and DWS agree that Contractor will be paid for virtually delivered classes at the rate of three hundred fifty dollars (\$350.00) per student per half day or a group rate (up to 20 students) of one thousand seven hundred fifty dollars (\$1,750.00) per half day not to exceed three (3) half days. Contractor shall submit monthly invoices detailing hours by phase, task category, and resource type and by training session identifier for the effort expended in the prior month. No payment shall be made for work performed before the Effective Date. Payment shall be made pursuant to Wyo. Stat. 16-6-602. Cost for the Envision Phase is not to exceed fifty eight thousand dollars (\$58,000.00).
6. **Contractor Responsibilities.** Contractor agrees to implement software functions to record and redistribute indirect costs and revenues, including cost allocation method setup and process; and performance of reimbursement and activities funding participation processes. This implementation is to complement other cost accounting functions Agency has already implemented. Contractor acknowledges that a major purpose of this Contract is to provide as much functionality as possible to Agency and DWS using AMS Advantage baseline software. Contractor agrees that discussion and development of any work products developed during the implementation project may be reused by Agency to implement additional departments outside of this Statement of Work and will be an integral part of all phases of this Contract.

Section 6.A. provides a list of functionality set forth as Agency requirements. During the Envision Phase, Contractor and Agency staff will review the requirements to determine their fit to the baseline Advantage software. Each of the requirements will be documented in the Implementation Assessment Document. For those requirements where gaps exist to the baseline software functionality, contractor recommendations with options for solutions to those gaps, which may include workarounds, changes to business processes, software modifications or customizations will be documented. Development of any customizations, concept papers or designs are outside the scope of this Statement of Work.

A. Functionality

i. Security and Controls.

- a. Security provided to users will allow access to certain grant management functions.
- b. Grant budgets will be established and have the ability to be routed through workflow.
- c. Grants budgets and controls on them will be independent of State operating budgets.
- d. Controls will exist in the system at the State level to enforce the linking of grants budgets to State operating budgets.
- e. All standard budget features may be used in the cost accounting budget structures, including but not limited to budget control options and budget queries with drill-down inquiries.
- f. Functionality will also allow departure from budget structures through use of grant program structures and reimbursement structures.

ii. Grant Data.

- a. The functionality will allow the initial entry of at least the following data: Start and end dates, federal fiscal year/s, Catalogue of Federal Domestic Assistance numbers, federal award number, funding sources and award amount, and reimbursement criteria such as match requirements, subrecipient monitoring requirements and other standard federal reimbursement requirements.
- b. The functionality must allow recordation of federal grants which cross multiple State fiscal periods and/or years and budget years.
- c. The functionality must be able to record and maintain multiple reimbursement rates per grant per type of expenditure.
- d. The functionality must give the user the ability to report expenditures and revenues by State fiscal years, fiscal periods, budget years and federal fiscal years.

- e. The Implementation Assessment Document will include a list of the reports for monthly, quarterly and annual federal reporting requirements, including but not necessarily limited to periodic system-generated grant reports agreed upon by DWS and Agency.
- f. The functionality shall, at a minimum, give online inquiry screens to allow user to view all cost accounting elements, selected by time period, effective dates, State fiscal years, fiscal periods, budget years and federal fiscal years. The inquiry must allow for monthly, year-to-date, or grant inception to date activity, by type of activity.
- g. The functionality will provide user ability to uniquely identify each subgrantee (which is interchangeable in this Contract with the term “subrecipient.”) per grant and all grant activity related to each subgrantee, including but not necessarily limited to recordation of awards made, source and amount of funds received for pass-throughs to subgrantees, CFDA number, federal award number, State award number, funds disbursed by State agency to subgrantee, subgrantee budget categories as defined by the grant or subgrant agreement, and beginning and ending dates of the subgrant.
- h. Through the use of an identifier, the functionality must be able to automatically pull at least the following types of data as selected by user into a spreadsheet or compiled format:
  - (1) CFDA number
  - (2) federal grant award number
  - (3) cognizant federal agency
  - (4) awarding federal agency
  - (5) total amount of award
  - (6) start and end dates
  - (7) all types of expenditures
  - (8) reimbursement rates per time period and category of expense
  - (9) allocation of costs
- i. The baseline functionality will eliminate double entry between multiple systems and the need to reconcile various modules. All transactions that are grant specific will automatically update general ledger and cost accounting journals and inquiries real-time at State agency level. These transactions can then be used to generate grant

reimbursements that are automatically integrated with existing Agency accounts-receivable functionality for accurate tracking of invoices and receipts.

- j. The grants management will handle federal and non-federal funding sources.
- k. The functionality will allow internal governmental tracking and billing.
- l. The front-end split and back-end split processes will show the funding participation for each grant.
- m. The functionality will provide reimbursement and cash management processes to comply with federal requirements.

iii. Cost Allocation.

- a. The functionality will provide automatic tracking of grant-related payroll and time per employee, including automatic calculation of fringe benefits and any overtime costs.
- b. The functionality will provide a method for cost allocation required by each grant and for automatic computation of all direct and indirect costs.
- c. The functionality will maintain the allocation until it is manually changed.
- d. The functionality will also allow for those changes to be made while keeping prior allocations. The data on prior allocations, including but not limited to effective dates, must be easily retrievable and viewable.
- e. Contractor will provide a process to allocate expenditures, charges or revenues across any combination of CGA elements, and establish an agreed-upon method of cost allocation, which must comply with the grant requirements.
- f. Cost allocation will allow use of any chart of account element, and will allocate expenditures, charges and revenues.
- g. Cost accounting will allow flexible run options with a choice of allocation methods.
- h. The functionality will provide cost of accounting chart of accounts to meet governmental cost accounting requirements related to tracking and controlling internal and external funding sources related to grants. The implementation will provide all the functionality necessary to manage and promptly invoice for reimbursement of grant costs, including tracking the corresponding grant, federal fiscal year, and state fiscal years and periods.

- i. If an allocation has errors or was set up incorrectly, there will be a process to correct the errors and modify the set up retroactively.

B. Envision Phase. Contractor will:

- i. Create Envision Project Plan.
  - a. Appoint a Contractor project manager.
  - b. Coordinate with Agency project manager and DWS project manager jointly on Envision Project Plan creation and progress as necessary, but no less frequently than weekly.
  - c. Deliverable: Within thirty (30) calendar days of Effective Date of this Contract, provide a written Envision Phase Project Plan for Agency and DWS joint approval. The Envision Project Plan shall specifically include but not necessarily be limited to Contractor tasks for project planning and management, training, functional and technical support, estimated amount of hours required to perform each task, Contractor resources performing the task, and expected completion dates.
- ii. Manage the project for Contractor tasks and deliverables as set out in this Contract and in the Envision Project Plan.
  - a. Coordinate jointly with Agency project manager and DWS project manager on Envision Phase project management.
  - b. Deliverables.
    - (1) Provide update via weekly status meeting to Agency project manager and DWS project manager jointly, including but not necessarily limited to tasks and deliverables completed, risks and issues, goals for next period, updated Envision Project Plan, and updated issues log.
    - (2) Provide written minutes to Agency for agreement on content of minutes.
- iii. Conduct Kick-off Meeting and Training.
  - a. Contractor will conduct an initial kick-off meeting and presentation for all project team members.
  - b. Conduct the Advantage Cost Accounting (version 3.7) class of Contractor's AMS Advantage Software virtually for Agency and DWS. The training will include three half day web-based sessions for DWS and Agency staff using the baseline Advantage 3.7.

c. Deliverables for training.

- (1) Conduct each virtual or onsite training session at a time to be mutually determined by Contractor, Agency and DWS.
- (2) Provide a PDF copy of each training presentation for Agency and DWS review at least one calendar week before that training session.
- (3) Provide each final presentation material as PDF files, electronic deliverable.

d. Contractor will, after joint discussion and agreement with Agency Project Manager and DWS project manager as to any training omissions or deficiencies from Contractor delivered materials, deliver up to five (5) hours of training remediation without additional charge to Agency or DWS.

iv. Prototyping sessions.

- a. Based on the initial business processes provided by Agency and DWS, Contractor will propose the initial set-up and configuration required for Envision Phase, in consultation with Agency and DWS.
- b. During the consultation sessions, Contractor will use the business processes provided by Agency and DWS to identify issues, identify solutions using the Advantage baseline software, make changes to existing business processes, and propose modifications to the Advantage cost allocation software.
- c. Prototyping sessions will occur in a mutually determined existing Agency non-production environment.
- d. Contractor will take into consideration both the Advantage baseline software and existing Agency modifications documented in that certain agreement between the State's Auditor's Office and CGI for Support Services dated November 18, 2008 (commonly called Platinum Services Agreement by CGI) and any amendment thereto. If the parties agree that new modifications or customizations are valid and necessary, Contractor will recommend high level proposed designs.
- e. Deliver an Implementation Assessment Document that includes the results of efforts of Envision Phase, including but not necessarily limited to:
  1. A fit-gap analysis which includes identification of gaps between the AMS Advantage software and the Agency and DWS business processes. The fit-gap analysis will also include a list of open issues and action items resulting from the Envision Phase. The fit-gap analysis shall also include recommendations with options for solutions to those gaps, which may include

workarounds, changes to business processes, software modifications or customizations.

2. Application, control, and reference table and data set up requirements.
3. Application security strategy.
4. Identification of required reports.
5. Identification of interfaces including both incoming and outgoing interfaces to systems which are internal or external to the State, as necessary to the cost allocation processes in Wyoming. Interfaces are to include required exchange of data between the Advantage Financial and Payroll systems.
6. Conversion strategy for data included in the initial implementation of cost allocation.
7. Identification of project team resources, including the type of resource and commitment/usage/level/ percent attributable to each party.
8. Provide an analysis to determine the scope for the implementation phase, including but not necessarily limited to business scenario prototyping, set up and requirements for reference data, conversion, interfaces, security, reports, testing, implementation and post-implementation support. The analysis will include a recommendation of costs for the implementation phase for both functional and technical project team requirements included in the analysis. An estimate on the impact of the Managed Advantage contract will also be developed. Contractor and Agency acknowledge that these estimates may need to be estimated on another of CGI's client's representative data.
9. Initial high level project plan for the cost allocation implementation including but not necessarily limited to groups of tasks, resources, deliverables, dependencies and constraints.
10. Total cost details to Agency and DWS to complete the cost allocation software implementation. This includes cost details for at least the following: Contractor resources (project manager, functional and technical resources) to be provided during the implementation phase, and one-hundred sixty (160) hours of post-implementation support to be used within ninety (90) days of implementation; detailed design, coding, testing and implementation for all identified customizations, modifications, interfaces, reports and conversions; other costs associated with the initial implementation of the implementation phase, and any other related one-time or recurring costs. If Contractor resource is required to fly to Agency and DWS site, Agency and DWS agree to a minimum use of thirty-two (32) hours within a one-week period.

11. Total cost details to Agency and DWS for implementation items that impact the Managed Services contract.
- v. Provide a team of personnel who are sufficiently skilled to perform the Services under this Contract and have expertise, as a whole, in functional, technical and security matters for AMS Advantage Software as it relates to cost accounting and cost allocation functionality. The team shall include a sufficient number of members who have knowledge in general federal government grant accounting.

C. Implementation Phase. Contractor will:

- i. Create Implementation Project Plan.
  - a. Appoint a Contractor project manager.
  - b. Coordinate with Agency project manager and DWS project manager jointly on Implementation Project Plan creation and progress as necessary, but no less frequently than weekly.
  - c. Deliverable: Within thirty (30) calendar days of completion of Envision Phase, deliver a written Implementation Project Plan to Agency and DWS for joint approval. The Implementation Project Plan shall specifically include but not necessarily be limited to Contractor tasks for project planning and management, training, functional and technical support, cut-over support, implementation support, estimated amount of hours required to perform each task, Contractor resources performing the task, and expected completion dates.
- ii. Manage the project for Contractor tasks set out in the Implementation Project Plan.
  - a. Coordinate with Agency project manager and DWS project manager jointly on project management.
  - b. Deliverables.
    - (1) Provide update via weekly status meeting to Agency project manager and DWS project manager jointly, including but not necessarily limited to tasks and deliverables completed, risks and issues, goals for next period, updated implementation Project Plan, and updated issues log.
    - (2) Provide written minutes to Agency for agreement on content of minutes.
- iii. Prototyping.
  - a. During consultation sessions, Contractor will use the business processes prepared by Agency and DWS, as refined during the Envision Phase, to identify any further

issues, identify solutions using the AMS Advantage Software, and propose further changes to business processes and customizations.

iv. Set Up, Testing and Support.

- a. Set up functional, technical, and security configuration for features to be implemented, consulting with Agency and DWS on which features to implement and how those features will fit Agency and DWS business processes and customizations.

Deliverable: Contractor set-up tasks are to be completed at and within a time to be set out in the Implementation Phase Project Plan, as agreed to jointly by Agency and DWS.

- b. Test functional, technical and security configurations for features that are implemented, including their applicability to Agency and DWS business processes and customizations.

Deliverable: Contractor testing is to be completed at and within a time to be set out and agreed upon by the parties in the Implementation Phase Project Plan.

- c. Provide functional, technical, and security support to Agency and DWS, such support to be further set out in the Implementation Project Plan.

Deliverable: Contractor tasks to be completed at and within a time to be set out in the Implementation Project Plan.

- d. Provide implementation and cut-over support as set out in the Implementation Project Plan.

Deliverable: Contractor tasks to be completed at and within a time to be set out in the Implementation Project Plan.

- e. Provide post-implementation and cut-over support to Agency and DWS for one-hundred sixty (160) hours to be used within ninety (90) days of post go-live functional support to DWS and Agency. Such implementation and cut-over Contractor support responsibilities will be further set out in the Implementation Project Plan. If Contractor resource is required to fly to Agency and DWS site, Agency and DWS agree to a minimum use of thirty-two (32) hours within a one-week period.

Deliverable: Contractor tasks to be completed at and within a time to be set out in the Implementation Project Plan.

- v. Provide a team of personnel who are sufficiently skilled to perform the Services under this Contract and have expertise, as a whole, in functional, technical and security matters for AMS Advantage Software as it relates to cost accounting and cost allocation functionality. The team shall include a sufficient number of members who have knowledge in general federal government grant accounting.

7. **Agency and DWS Responsibilities.** The Agency and DWS shall:

- A. Each provide a project manager for this Contract.
- B. For Envision Phase, provide Contractor with their applicable business processes for prototype use.
- C. Provide timely payment after receipt of Contractor invoices, or promptly notify Contractor in the event of a question or dispute about the invoice.
- D. Pay interest on late payments as set out in Wyo. Stat. 16-6-602.
- E. Arrange for Contractor to have reasonable access to Agency's and DWS' facilities and systems if necessary for Contractor to perform its responsibilities under this Contract.

8. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by authorized representatives of all parties to this Contract. Requests for changes in the scope of Services, or related to a change or delay in Agency or DWS meeting its responsibilities under this Contract, whether caused by Agency or DWS, 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 must mutually agree upon any proposed changes, including resulting equitable adjustments to costs and schedules for the performance of the Services. The agreed changes shall be documented in one or more amendments to the Contract.
- B. **Americans with Disabilities Act.** Contractor shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, et seq., and any properly promulgated rules and regulations related thereto.
- C. **Applicable Law/Venue.** The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- D. **Sovereign Immunity.** The parties intend and agree that the State of Wyoming, the Agency,

and DWS do not waive sovereign immunity by entering into this Contract, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other law.

- E. Assignment/Contract Not Used as Collateral.** No party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other parties. The Contractor shall not use this Contract, or any portion thereof, for collateral for any financial obligation, without the prior written permission of DWS and the Agency.
- F. Audit/Access to Records.** The Agency and DWS jointly, and any of their representatives shall have access to any books, documents, papers, and records of the Contractor which are pertinent to this Contract. The Contractor shall, within five (5) business days, upon receiving written instruction from DWS and Agency jointly, provide to any independent auditor, accountant, or accounting firm, all books, documents, papers and records of the Contractor which are pertinent to this Contract. To the extent it is necessary to conduct such audit at Contractor facilities the parties will schedule the audit at a mutually agreeable time so as not to unduly disrupt Contractor's operations, but in no event more than ten (10) business days from Agency and DWS joint written request. The Contractor shall cooperate fully with any such independent auditor, accountant, or accounting firm, during the entire course of any audit jointly authorized by the State, DWS and the Agency.
- G. Availability of Funds.** Each payment obligation of DWS and the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the Services performed by the Contractor, the Contract may be jointly terminated by DWS and the Agency at the end of the period for which the funds are available. DWS and the Agency shall jointly notify the Contractor in writing at the earliest possible time of the Services which will or may be affected by a shortage of funds. No penalty shall accrue to DWS or the Agency in the event this provision is exercised, and neither DWS nor the Agency shall be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit DWS or the Agency to terminate this Contract to acquire similar services from another party.
- H. Award of Related Contracts.** DWS or the Agency may undertake or award supplemental or successor contracts for work related to this Contract. The Contractor shall reasonably cooperate with other contractors, DWS and Agency in every reasonable way in all such cases.
- I. Compliance with Laws.** The Contractor shall comply with all applicable federal, state and local laws and regulations in the performance of this Contract.
- J. Confidential Information.** "Confidential Information" means information belonging to or in the possession of a party which 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 identified as confidential or a trade secret in a writing provided by the disclosing party to the receiving party within thirty (30) business days after disclosure.

“Confidential Information” does not include any information that, as evidenced by a writing: (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; or (iv) is independently developed by the receiving party without reference to the furnishing party’s Confidential Information.

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, except to the extent Confidential Information constitutes Software in which case such rights will continue to be governed by the applicable license agreement between Contractor and Agency. 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 furnished by the receiving party to perform its obligations or otherwise 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; and (v) 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. 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. 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 reasonable effort to secure confidential treatment of any materials disclosed. If Agency receives a request under any applicable public records act, including the Wyoming Public Records Act (Wyo. Stat. § 16-4-201 et seq.), the provisions concerning disclosure in the acts shall prevail over the terms of this Contract. If Agency receives any request for cooperation or provision of information by any civil or criminal law enforcement agency, or legislative committee, or other State Agency, Agency shall comply with any such request at Agency’s discretion. In addition, if Contractor marks a document as confidential and/or proprietary when those materials are public records under any applicable law, the documents will not be considered confidential by Agency and will be subject to disclosure at Agency’s discretion. Existing custom modifications and any

other modifications paid for by Agency are confidential.

Upon termination or expiration of this Contract, the receiving party, at the furnishing party's option, will return or destroy all Confidential Information of the furnishing party provided under this Contract; provided, however, that (i) Contractor may keep an archival copy of Confidential Information that could be reasonably required by Contractor to fulfill or demonstrate that it has met its obligations under this Contract, and (ii) Agency shall not be obligated to return any Confidential Information included in Software separately licensed to Agency, except as set forth in Section 8.N(iv) herein.

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, the furnishing party will be entitled to seek appropriate injunctive relief restraining further attempted or threatened breaches of such obligations.

**K. Entirety of Contract.** This Contract and its Exhibit, consisting of twenty two (22) pages represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

**L. Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. Any extension of this Contract shall be initiated by the Agency and DWS jointly, and shall be effective only after it is reduced to writing and executed by all parties to the Contract. Any agreement to extend this Contract shall include, but not necessarily be limited to: an unambiguous identification of the contract being extended; the term of the extension; the amount of any payment to be made during the extension, or a statement that no payment will be made during the extension; a statement that all terms and conditions of the original contract shall, unless explicitly delineated in the exception, remain as they were in the original contract; and, if the duties of either party will be different during the extension than they were under the original contract, a detailed description of those duties.

**M. Force Majeure.** No party shall be liable for failure to perform under this Contract if such failure to perform arises out of a Force Majeure event. For purpose of this Contract, "Force Majeure" means causes beyond the control and without the fault or negligence of the nonperforming party. Such causes are those which any party could have not reasonably foreseen or prevented by reasonable precautions, such as the acts of God or the public enemy, acts of war, fires, floods, epidemics, quarantine restrictions, freight embargoes, failures or fluctuations in electrical power, heat, light, air conditioning or telecommunication equipment, unusually severe weather, and other similar events. Force Majeure shall specifically exclude a failure to perform by Contractor's subcontractor(s) or third party software provider(s), except to the extent such failure is due to causes beyond the control and without the fault or negligence of such subcontractor or third party software provider. This provision shall become effective only if the party failing to perform notifies the other parties as soon as practicable of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

**N. Indemnification.** The Contractor shall indemnify, defend, protect, and hold harmless the State of Wyoming, the Agency and DWS and all of their officers, agents, and employees from:

- i. Any causes of action or claims or demands arising out of the death, injury to persons or damage to tangible property caused by the negligence or willful misconduct of Contractor.
- ii. Any failure of the Contractor, its officers, employees or subcontractors to observe applicable federal or state laws, such as labor laws and minimum wage laws.
- iii. Contractor warrants that the Services solely performed under this Contract will not infringe any third party copyrights, patents or trade secrets that arise or are enforceable under the laws of the United States of America.
  - a. If a third party brings an action against Agency or DWS making allegations that, if true, would constitute a breach of this warranty, then Contractor will, at its own expense and subject to the provisions set forth herein, defend, indemnify and hold Agency and DWS harmless in such proceeding, and Contractor will pay all settlements, costs, damages and legal fees finally awarded. Contractor is not responsible for any claimed breaches of the foregoing warranties caused by: (a) modifications made to the Services by anyone other than Contractor and its subcontractors working at Contractor's direction; (b) the combination, operation or use of the Services with any items that Contractor did not supply; (c) Agency's or DWS' failure to use any new or corrected versions of the Services made available by Contractor at no additional cost; or (d) Contractor's adherence to Agency's or DWS' specifications or instructions.
  - b. If such a proceeding is brought or appears to Contractor to be likely to be brought, Contractor may, at its sole option and expense, either obtain the right for Agency and DWS to continue using the allegedly infringing item(s) or replace or modify the item(s) provided solely under this Contract to resolve such proceeding. If Contractor finds that neither of these alternatives is available to it on commercially reasonable terms, Contractor may require Agency and DWS to return the allegedly infringing item(s), in which case Agency will receive a refund of the amounts paid by it for the returned item(s), less an adjustment for depreciation of the returned item(s) to the extent such adjustment is reasonably agreed to by the Agency and DWS.
  - c. This 8.N states Contractor's entire obligation to Agency and DWS and Agency's and DWS' sole remedy with respect to any claim of infringement under this Contract.
- iv. Contractor's indemnification obligations specified herein are conditioned upon the Agency and DWS jointly promptly notifying the Contractor in writing of the proceeding, providing Contractor a copy of all notices received by the Agency or DWS with respect

to the proceeding, cooperating with the Contractor in defending or settling the proceeding, and allowing the Contractor to control the defense and settlement of the proceeding, including the selection of attorneys; provided, however, that any settlement involving any admission of or acceptance of responsibility for wrong doing or imposing a financial obligation on the Agency or DWS will require the prior consent of the Agency and DWS. The Agency and DWS may observe the proceeding and confer with Contractor at their own expense.

- O. Independent Contractor.** Contractor shall function as an independent contractor for the purposes of this Contract, and shall not be considered an employee of the State of Wyoming for any purpose. Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing Contractor or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming, DWS or Agency, or to incur any obligation of any kind on the behalf of the State of Wyoming, DWS or Agency. Contractor agrees that no health/hospitalization benefits, worker compensation and/or similar benefits available to State of Wyoming employees will inure to the benefit of Contractor or Contractor's agents and/or employees as a result of this Contract.
- P. Kickbacks.** Contractor warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If Contractor breaches or violates this warranty, Agency and DWS may jointly, at their discretion, terminate this Contract without liability to DWS or Agency, or deduct from the Contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- Q. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail, facsimile, email, or delivery in person. Those parties and addresses are:

To Agency:

For legal issues or matters:

Deputy State Auditor  
State Capitol, Room 114  
200 West 24<sup>th</sup> Street  
Cheyenne, Wyoming 82002

Attorney General  
State Capitol, Room 123  
200 West 24<sup>th</sup> Street

Cheyenne WY 82002  
(307) 777-7841

For fiscal or other issues:

Chief Administrative Officer  
State Auditor's Office  
State Capitol, Room 114  
Cheyenne, Wyoming 82002  
307-777-7831

For functional or technical issues:

LuAnn Chaffin  
State Capitol, Room 114  
200 West 24<sup>th</sup> Street  
Cheyenne WY 82002  
(307) 777-7831

To DWS:

For legal issues or matters:

Attorney General  
State Capitol, Room 123  
200 West 24<sup>th</sup> Street  
Cheyenne WY 82002

For fiscal or other issues:

Kevin Lanham  
851 Werner Court, Suite 120  
Casper, WY 82601

For functional or technical issues:

Jamie Vincent  
Herschler Building 2E  
122 West 25<sup>th</sup> Street  
Cheyenne, WY 82002

To Contractor:

For legal issues or matters:

Office of General Counsel  
CGI Technologies and Solutions Inc.  
11325 Random Hills Road, Suite 800  
Fairfax, VA 22030  
(703) 267-8000

For all other issues:

Mr. Daniel A. Keene  
Vice President, Consulting Services  
CGI Technologies and Solutions Inc.  
11325 Random Hills Road, Suite 800  
Fairfax, VA 22030  
(703) 267-8827

**R. Notice and Approval of Proposed Sale or Transfer of the Contractor.** Contractor shall provide DWS and Agency with the earliest possible advance notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of Contractor. Such notice shall be provided in accordance with the notice provision of this Contract. If DWS or Agency determines that the proposed merger, consolidation, sale or transfer of assets is not consistent with the continued satisfactory performance of Contractor's obligations under this Contract, then DWS or the Agency may, at either of its option, terminate or renegotiate the Contract.

**S. Ownership of Documents/Work Product.** Contractor and its licensors will retain all its rights, title and interest in and to the Software, its documentation, and any modifications, enhancements or derivatives thereof as governed by the applicable license agreement between Contractor and Agency. Contractor will own all intellectual property rights, title and interest in and to all work products developed by it solely under the Contract. Subject to payment in full by Agency of all undisputed amounts owed to Contractor under the Contract, Contractor grants to Agency an irrevocable, nonexclusive, royalty-free right and license to use, execute, reproduce, modify and create derivative works from such work products for Agency's own internal use. All documents, reports, records, materials, and data of any kind provided by DWS or Agency under this Contract remain at all times the property of DWS or Agency, and Contractor is granted a non-exclusive, royalty-free right and license to use such materials for purposes of providing Services to Agency or DWS hereunder.

**T. Warranties.**

- i. Contractor warrants that it will perform Services under this Contract in a good and workmanlike manner.
- ii. The foregoing warranties are in lieu of all other warranties, express or implied, including

any implied warranties of merchantability, or other warranties of fitness for a particular purpose.

- U. Prior Approval.** This Contract shall not be binding upon any party, no Services shall be performed under the terms of this Contract, and the Wyoming State Auditor shall not draw warrants for payment on this Contract, until this Contract has been reduced to writing, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming or his designee if required by Wyo. Stat. § 9-2-1016(b)(iv)(D).
- V. Publicity.** Any publicity given to the Services provided to Agency or DWS herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Contractor shall not be released without prior joint written approval from DWS and Agency. Notwithstanding the preceding, use of Agency's or DWS' name on a client list or user group list shall not be included in this restriction.
- W. Severability.** Should any portion of this contract be judicially determined to be illegal or unenforceable, the remainder of the contract shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- X. Taxes.** Contractor shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.
- Y. Termination.** (i) Termination for Convenience: DWS and Agency may jointly terminate without cause upon sixty (60) days written notice to Contractor. (ii) Termination for Cause: If a party believes that the other party has failed to perform a fundamental obligation under this Contract, then that party may provide written notice directed to the breaching party describing the alleged breach in reasonable detail. If the breaching party does not (i) within thirty (30) days after receiving such written notice cure the breach; or (ii) develop a mutually agreeable plan to cure the breach if the breach is not one that can reasonably be cured within thirty (30) days, then a non-breaching party may terminate the Contract, in whole or in part, for cause by providing written notice to the breaching party.
- Z. Effect of Termination.** Contractor will be paid for Services rendered through the effective date of termination to the extent such Services were performed in accordance with the Contract.
- AA. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract.
- BB. Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used

to construe the language in this Contract.

**CC. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach.

**DD. Limitation of Liability.** If Agency or DWS should become entitled to claim damages from Contractor under this Contract for any reason (including without limitation, for breach of contract, breach of warranty, negligence or other tort claim), Contractor will be liable only for the amount of Agency's or DWS' actual direct damages up to the amount that each entity has contributed to pay Contractor for the items or Services that are the subject of the claim. In no event, however, will Contractor be liable (in the aggregate for all claims made with respect to the Contract) for more than the amount paid to Contractor for the particular Services giving rise to the claim. Under this Contract, Contractor will not be liable for: (i) any damages arising out of or related to the failure of DWS or Agency or its suppliers to perform their responsibilities under this Contract (ii) any claims or demands of third parties (other than those claims covered by Section 8.N; or (iii) any lost profits, lost savings or other consequential, special, indirect, exemplary or punitive damages, even if Contractor has been advised of the possibility of such damages. The limits set forth in this Section 8.DD shall not apply to Contractor's obligations under Sections 8.N or 8.T. For breach of warranties set out in Section 8.T, DWS and Agency may choose whether to pursue money damages sufficient to have the work performed satisfactorily by DWS and Agency or have Contractor re-perform the work at no extra compensation.

**EE. Informal Dispute Resolution.** Without limiting any other remedy available under this Contract, and without any limitation of the State Agency and DWS reservation of sovereign immunity, at the written request of either party, the parties will attempt to resolve any dispute arising under or relating to the Contract through the informal means described in this section. Each party will appoint a senior management representative who does not devote substantially all of his or her time to performance under the Contract. The representatives will negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. Agency will ultimately be responsible for resolving disputes on behalf of Agency and DWS, as it pertains to Agency's computer system. Formal proceedings for the resolution of the dispute may not be commenced until the earlier of: (i) the designated representatives conclude that resolution through continued negotiation does not appear likely; or (ii) thirty (30) calendar days have passed since the initial request to negotiate the dispute was made; provided, however, that a party may file earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or to apply for interim or equitable relief.

**FF. Insurance.**

- i. The Contractor shall maintain in full force and effect comprehensive general liability (including non-owned automobile liability) insurance in the minimum limit set forth below, naming DWS and Agency as additional insured. Before

commencing work, Contractor shall furnish DWS and Agency with Certificates of Insurance showing that the following insurance is in force:

- a. Worker Compensation, in accordance with State Worker Compensation law.
  - b. Comprehensive general liability with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) general aggregate.
  - c. Professional liability of not less than one million dollars (\$1,000,000.00) per occurrence.
  - d. Comprehensive automobile liability Insurance on owned and non-owned vehicles for a combined single limit for bodily injury and property damage of not less than five hundred thousand dollars (\$500,000.00) per occurrence.
- ii. All policies required under this Contract shall be in effect for the duration of this Contract and project. All policies shall be primary and not contributory.

**GG. Finder's Fee.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract shall be paid to either party.

**HH. Human Trafficking.** As required by 22 U.S.C. 7104(g) and 2 C.F.R. Part 175, this Contract may be terminated without penalty if a private entity that receives funds under this Contract: (a) Engages in severe forms of trafficking in persons during the period of the time the Contract is in effect; (b) Procures a commercial sex act during the period of time the Contract is in effect; or (c) Uses forced labor in the performance of the Contract.

9. **Signatures.** In witness thereof, the parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract. The Effective Date of this Contract is the date of the signature last affixed to this page and in accordance with Section 3.C.

**WYOMING STATE AUDITOR'S OFFICE**

  
VICCI M. COLGAN, Deputy State Auditor

2-17-11  
Date

**DEPARTMENT OF WORKFORCE SERVICES**

  
JOAN EVANS, Director

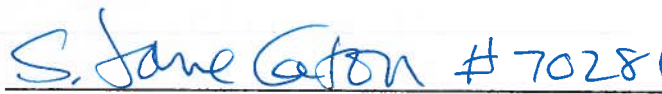
2/18/11  
Date

**CGI TECHNOLOGIES AND SOLUTIONS INC.**


  
DANIEL A. KEENE,  
Vice President, Consulting Services

2-18-11  
Date

**ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM:**

 #70281  
S. JANE CATON, Senior Assistant Attorney General  
Representing Wyoming State Auditor's Office

2-16-11  
Date

 #70281  
ROBERT L. LANTER, Senior Assistant Attorney General  
Representing Department of Workforce Services

2-16-11  
Date